



AGENDA

REGULAR MEETINGS OF THE SANTA FE SPRINGS HOUSING SUCCESSOR SUCCESSOR AGENCY AND CITY COUNCIL

August 13, 2020
6:00 P.M.

VIA TELECONFERENCE

Annette Rodriguez, Councilmember
Juanita Trujillo, Councilmember
Joe Angel Zamora, Councilmember
John M. Mora, Mayor Pro Tem
William K. Rounds, Mayor

******GOVERNOR'S EXECUTIVE ORDER N-29-20******
****REGARDING CORONAVIRUS COVID-19****

On March 4, 2020, Governor Newsom proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19. The Governor has issued Executive Orders that temporarily suspend requirements of the Brown Act, including allowing the City Council to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public. Please be advised that, until further notice, City Council meetings will be held by teleconference. City Hall, including Council Chambers, is closed to the public.

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 Participation: You may submit public comments in writing by sending them to the City Clerk at cityclerk@santafesprings.org. If you attend the meeting by telephone, you must submit a public comment in writing to be heard. To ensure that they are received for the meeting, please submit your written comments prior to 4:00 p.m. on the day of the City Council meeting. You may also contact the City Clerk's Office at (562) 868-0511 ext. 7314.

1. CALL TO ORDER

2. ROLL CALL

Annette Rodriguez, Councilmember
Juanita Trujillo, Councilmember
Joe Angel Zamora, Councilmember
John M. Mora, Mayor Pro Tem
William K. Rounds, Mayor

- 3. PUBLIC COMMENTS** *This is the time when comments may be made by citizens on matters under the jurisdiction of the City Council, on the agenda and not on the agenda. Each citizen is limited to three (3) minutes.*

HOUSING SUCCESSOR

4. 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 July 9, 2020 Housing Successor Meeting (City Clerk)

Recommendation:

- Approve the minutes as submitted.

SUCCESSOR AGENCY

5. 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 July 9, 2020 Successor Agency Meeting (City Clerk)

Recommendation:

- Approve the minutes as submitted.

CITY COUNCIL

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 City Council.

- a. Minutes of the July 9, 2020 Regular City Council Meeting (City Clerk)

Recommendation:

- Approve the minutes as submitted.

- b. 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.

- c. Second Reading of Ordinance No. 1098 - Amending Chapter 110 (Regulation of Certain Businesses) Of Title XI (Business Regulations) and Chapter 130 (General Provisions) Of Title XIII (General Offenses) Of the Santa Fe Springs Municipal Code to Establish A Sidewalk Vending Program (Police Services)

Recommendation:

- Adopt Ordinance No. 1098 regarding the establishment of a sidewalk vending program.

- d. Second Reading - Ordinance No. 1113 - Granting a Franchise to Park Water Company for Maintenance and Operation of Pipelines in City Streets (Public Works)

Recommendation:

- Adopt Ordinance No. 1113, granting a franchise to Park Water Company for Maintenance and Operation of Pipelines in City Streets.

- e. Quarterly Treasurer's Report of Investments for the Quarter Ended, June 30, 2020 (Finance)

Recommendation:

- Receive and file the report.

PUBLIC HEARING

7. Consideration of Adoption of Resolution of Necessity No. 9690 for the Acquisition by Eminent Domain of Certain Real Property Interests for Public Purposes for the Valley View Avenue and Alondra Boulevard Intersection Improvement Project (Public Works)

Recommendation:

- Consider and Adopt Resolution No. 9690 – A Resolution of Necessity of the City of Santa Fe Springs declaring certain real property interests located at 15905 Valley View Avenue, and further identified as Assessor's Parcel Number 7001-012-053 ("Subject Property"), necessary for public purposes and authorizing the acquisition thereof, in connection with the Valley View Avenue and Alondra Boulevard Intersection Improvement Project ("Project");
- Open and conduct a Public Hearing on the adoption of the proposed Resolution of Necessity, receive from staff the evidence stated and referred to in this Agenda Report ("Report"), take testimony from any person wishing to be heard and consider all evidence to determine whether to adopt proposed Resolution of Necessity, which requires the City Council's separate consideration and determination;
- Find that the public interest, convenience and necessity require the acquisition of the proposed Subject Property for the benefit of the City's intersection and roadway widening Project.
- Find that Project is located in the manner that will be most compatible with the greatest public good and the least private injury.
- Find that the Subject Property sought to be acquired is necessary for the

City's intersection and roadway widening Project. Without the acquisition of the Subject Property, the City will not be able to proceed with the Project.

- Find that that the offer required by section 7267.2 of the Government Code has been made to the owners of record of the property to be acquired.
- Authorize the City Attorney's office and City staff to take all necessary steps to deposit with the Court the amount of probable compensation required by law for issuance of the Order for Possession; and
- Authorize the City Manager, or his designee, to execute all necessary documents.

NEW BUSINESS

8. Lower San Gabriel River Watershed Management Program (WMP) and Coordinated Integrated Monitoring Program (CIMP) Implementation – Second Amendment (Public Works)

Recommendation:

- Approve the Second Amendment to the MOU with Gateway Water Management Authority (GWMA) to continue to implement a Watershed Management Program (WMP) and Coordinated Integrated Monitoring Program (CIMP), including the construction of regional BMP projects for the Lower San Gabriel River Watershed Committee (LSGR), and;
- Authorize the City Manager to execute the Second Amendment.

9. Transfer Agreement for Safe Clean Water Municipal Program with Los Angeles County Flood Control District (Public Works)

Recommendation:

- Approve Transfer Agreement No. 2020MP72 with the Los Angeles County Flood Control District for the Safe, Clean Water Municipal Program; and
- Authorize the Mayor to execute the agreement.

10. Measure R Funding Agreements with Los Angeles County Metropolitan Transportation Authority – Amendment No. 1 (Public Works)

Recommendation:

- Approve Amendment No. 1 to Funding Agreement MR 315.40 for the Valley View Avenue and Rosecrans Avenue Intersection Improvements;
- Approve Amendment No. 1 to Funding Agreement MR 315.41 for the Valley View Avenue and Alondra Boulevard Intersection Improvements; and
- Authorize the City Manager to execute Amendment No. 1 for both projects.

11. First Amendments to the Cooperative Agreement and the Ground Lease with the City of Norwalk for the operation and maintenance of the Transportation Center (Public Works)

Recommendation:

- Approve the First Amendment to the Cooperative Agreement in substantially the form as attached;
- Approve the First Amendment to the Ground Lease in substantially the

form as attached;

- Find that the approval of the Amendments is exempt from CEQA review pursuant to Section 15061(b)(3) of the CEQA Guidelines; and
- Authorize the City Manager to execute the First Amendments to the Cooperative Agreement and the Ground Lease in substantially the form as attached.

12. Approval of Personnel Modifications (Fire)

Recommendation:

- Approve the classification specification changes for the following positions: Deputy Fire Marshal, Environmental Protection/Fire Prevention Bureau Specialist, Fire Environmental Safety Inspector-II, Fire and Environmental Safety Inspector-I
- Upon the current employee's retirement, eliminate the Director of Environmental Protection position for the Department of Fire-Rescue.
- Replace the eliminated Director of Environmental Protection position with the new position of a Battalion Chief for administration.
- Approve the Title change from Deputy Director of Environmental Protection Services to Environmental Programs Manager with specification changes for that position.

13. Approval of the Agreement between the City of Santa Fe Springs and the City of Santa Fe Springs General City Employees Association (SFSCEA), the City of Santa Fe Springs Firemens' Association (SFSFFA) and the City of Santa Fe Springs Executive, Management & Confidential Association (SFSEMCA) (Finance)

Recommendation:

- Approve the FY 2020-21 labor agreements with SFSCEA, SFSFFA and SFSEMCA.
- Appropriate \$155,600 from the General Fund and Water Fund reserves to fund labor agreement costs not already included in the FY 2020-21 operating budget.

14. CITY MANAGER'S AND EXECUTIVE TEAM REPORTS

15. COUNCIL COMMENTS

RECESS TO CLOSED SESSION [will not take place on Zoom or over telephone]

CLOSED SESSION

16. THREAT TO PUBLIC SERVICES OR FACILITIES

(Pursuant to California Government Code Section 54957)

Consultation with: Fire Chief, Police Chief and Captain, Director of Police Services, City Attorney

City of Santa Fe Springs

Regular Meetings

August 13, 2020

CLOSED SESSION

17. **CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**

Initiation of litigation pursuant to Government Code Section 54956.9(d)(4): Two Cases

CLOSED SESSION

18. **CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**

Initiation of litigation pursuant to Government Code Section 54956.9(d)(2): One Case

RECONVENE MEETING [on Zoom and over telephone]

19. **CLOSED SESSION REPORT**

20. **ADJOURNMENT**

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.

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; and the Town Center Plaza (Kiosk), 11740 Telegraph Road, not less than 72 hours prior to the meeting.



Janet Martinez, CMC, City Clerk

August 6, 2020

Date Posted

FOR ITEM NO. 4
PLEASE SEE ITEM NO. 6A

FOR ITEM NO. 5
PLEASE SEE ITEM NO. 6A



City of Santa Fe Springs

City Council Meeting

ITEM NO. 6A

August 13, 2020

CONSENT AGENDA

Minutes of the July 9, 2020 Regular City Council Meetings

RECOMMENDATION(S)

- Approve the minutes as submitted.

BACKGROUND

Staff has prepared minutes for the following meeting:

- July 9, 2020 Meeting Minutes

Staff hereby submits the minutes for Council's approval.


Raymond R. Cruz
City Manager

Attachments:

1. July 9, 2020 Meeting Minutes



APPROVED:

MINUTES OF THE MEETINGS OF THE CITY COUNCIL

July 9, 2020

1. **CALL TO ORDER**

Mayor Rounds called the meeting to order via teleconference at 6:00 p.m.

2. **ROLL CALL**

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

Members absent: None

3. **PUBLIC COMMENTS**

The following people submitted comments to be read during Public Comments: Juanita Meraz, Richard Moore, Ralph Aranda, Adrienne Karnofel, Cindy Jarvis, Deborah Lopez, Donna Ferguson, Jesse Ornelas, Steven and Biana Salgado, Joseph and Alicia Salgado, Ray Baker, Jose Guadalupe Gonzalez, Terri Aguirre, Miguel Fuentes, Steve Kotsay, Gene Munoz, Susan Martene, Frank Martene, and Rosemary Tucket

The following people spoke during Public Comments: Frank Martene, Susan Martene, Thomas Murray, Tammy Murray, Gabe Carrasco, and Mark Broway.

HOUSING SUCCESSOR

4. **CONSENT AGENDA**

Minutes of the June 11, 2020 Housing Successor (City Clerk)

Recommendation:

- Approve the minutes as submitted.

It was moved by Councilmember Trujillo, seconded by Councilmember Rodriguez, to approve the minutes as submitted, by the following vote:

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds

Nayes: None

Absent: None

NEW BUSINESS

5. Amendment Number Two ("Amendment") to the Exclusive Negotiating Agreement (ENA) by and between the Housing Successor to the Community Development Commission of the City of Santa Fe Springs ("Housing Successor"), The Whole Child, a California nonprofit public benefit corporation, Habitat For Humanity of Greater Los Angeles and The Richman Group of California Development Company, LLC (jointly known as "Developer") (Planning)

Recommendation:

- Approve the Amendment Number Two between the Housing Successor and Developer to extend the Negotiation Period for an additional 90-day “extension period” commencing July 26, 2020, by mutual agreement; and
- Authorize the Mayor or designee to execute the Amendment between the Housing Successor and Developer to extend the Negotiation Period for an additional 90-day “extension period” commencing July 26, 2020, by mutual agreement.

It was moved by Mayor Pro Tem Mora, seconded by Councilmember Zamora, to approve the Amendment Number Two between the Housing Successor and Developer to extend the Negotiation Period for an additional 90-day “extension period” commencing July 26, 2020, by mutual agreement, and authorize the Mayor or designee to execute the Amendment between the Housing Successor and Developer to extend the Negotiation Period for an additional 90-day “extension period” commencing July 26, 2020, by mutual agreement, by the following vote:

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds
Nays: None
Absent: None

SUCCESSOR AGENCY

6. CONSENT AGENDA

Minutes of the June 11, 2020 Successor Agency (City Clerk)

Recommendation:

- Approve the minutes as submitted.

It was moved by Councilmember Zamora, seconded by Councilmember Trujillo, to approve the minutes as submitted, by the following vote:

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds
Nays: None
Absent: None

CITY COUNCIL

7. CONSENT AGENDA

- a. Minutes of the June 11, 2020 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. 9684:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, REAFFIRMING THE EXISTENCE OF LOCAL

EMERGENCY DUE TO THE THREAT OF COVID-19.

It was moved by Councilmember Rodriguez, seconded by Councilmember Zamora, to approve Item Nos. 7A and 7B, by the following vote:

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds

Nayes: None

Absent: None

NEW BUSINESS

8. Landscape Maintenance Services – Award of Contract (Public Works)

Recommendation:

- Accept the proposals;
- Award a contract to Merchants Landscape Services, Inc. of Santa Ana, California, for the annual amount of \$899,792.16; and
- Authorize the Mayor to execute Agreement.

City Manager, Ray Cruz gave a brief introduction to Item No. 8.

Director of Public Works, Noe Negrete provided a PowerPoint presentation on Item No. 8. He outlined the bid, award, and negotiation process regarding the landscape maintenance contract.

Councilmember Zamora asked if Complete Landscape Care, Inc. was able to provide any of the additional added value proposals submitted by Merchants Landscape Services, Inc.

Tom Murray responded that they would be able to provide everything at an additional cost, sans the aerator.

Councilmember Zamora asked Director Negrete asked if there has been a change in responsiveness during the past couple of weeks. Director Negrete responded that there has been a big improvement.

Mayor Pro Tem Mora asked if the additional added value proposals from Merchants Landscape Services, Inc. were part of the original evaluation. Director Negrete said they were not.

Councilmember Zamora expressed his desire to stay with Complete Landscape Care, Inc. as they have been a part of the community for years. Councilmember Rodriguez expressed similar sentiments, and said Council should listen to the resident's requests.

Councilmember Trujillo stated that certain decisions are difficult to make, and that decisions should be made in the best interest of the City. She asked Director Negrete asked if additional services are typically included in bid submittals. Director Negrete responded that additional services were allowed in this circumstance due to negotiations, but not typically the norm.

Mayor Pro Tem Mora stated that staff has the responsibility to manage contracts and bids, and thanked Tom Murray for being a staple of the community for so long. He referenced the emails submitted by residents, and noted that Council are stewards of tax revenue from all residents and decisions must be made for the community at-large.

Councilmember Rodriguez commented that this decision would be easy if it did not concern City residents. She stated that Council should listen to its residents.

Councilmember Zamora referenced that in the past, certain contracts were kept regardless of their price and the contractors gave back to the community.

Mayor Rounds clarified that terminating Complete Landscape Care, Inc. is not the objective of the City. He referenced the request for proposals vote on the April 9, 2020 agenda and highlighted the transparency of the Council in the proposal and negotiation process. Mayor Rounds stated that the savings could be used in different ways during these uncertain times.

It was moved by Mayor Pro Tem Mora, seconded by Councilmember Trujillo, to accept the proposals, award a contract to Merchants Landscape Services, Inc. of Santa Ana, California, for the annual amount of \$899,792.16, and authorize the Mayor to execute the agreement, by the following vote:

Ayes: Trujillo, Mora, Rounds
Nayes: Rodriguez, Zamora
Absent: None

9. Amendment No. 7 to Interstate 5 Consortium Cities Joint Powers Authority Agreement (Public Works)

Recommendation:

- Approve Amendment No. 7 to the Interstate 5 Consortium Cities Joint Powers Authority (I-5 JPA) Agreement; and
- Authorize the Mayor to execute Amendment No. 7.

It was moved by Councilmember Zamora, seconded by Councilmember Trujillo, to approve Amendment No. 7 to the Interstate 5 Consortium Cities Joint Powers Authority (I-5 JPA) Agreement, and authorize the Mayor to execute Amendment No. 7, by the following vote:

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds
Nayes: None
Absent: None

10. Lakeland and Meyer Road Street Improvements – Award of Contract (Public Works)

Recommendation:

- Accept the bids; and
- Award a contract to Hardy & Harper Company of Lake Forest, California, in the amount of \$916,000.00.

It was moved by Councilmember Rodriguez, seconded by Councilmember

Lake Forest, California, in the amount of \$916,000.00, by the following vote:

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds
Nays: None
Absent: None

11. Replacement of Baseball / Basketball Scoreboards and Basketball Backboards and Rims – Award of Contract (Public Works)

Recommendation:

- Appropriate \$90,000 from the Utility Users Tax (UUT) Capital Improvement Plan (CIP) to the Replacement of Baseball / Basketball Scoreboards and Basketball Backboards and Rims Project (PW200102);
- Accept the bids; and
- Award a contract to LJB Construction of Norwalk, California, in the amount of \$211,947.68.

It was moved by Mayor Pro Tem Mora, seconded by Councilmember Zamora, to appropriate \$90,000 from the Utility Users Tax (UUT) Capital Improvement Plan (CIP) to the Replacement of Baseball / Basketball Scoreboards and Basketball Backboards and Rims Project (PW200102), accept the bids, and award a contract to LJB Construction of Norwalk, California, in the amount of \$211,947.68, by the following vote:

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds
Nays: None
Absent: None

12. Los Nietos Road Improvements – Authorization to Advertise for Construction Bids (Public Works)

Recommendation:

- Approve the Plans and Specifications; and
- Authorize the City Engineer to advertise for construction bids.

It was moved by Mayor Pro Tem Mora, seconded by Councilmember Zamora, to approve the Plans and Specifications, and authorize the City Engineer to advertise for construction bids, by the following vote:

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds
Nays: None
Absent: None

13. Approve the Authorized Screening Agency Agreement and Scope of Services between the City of Santa Fe Springs and United Way of Greater Los Angeles for the Gas Assistance Fund and the Edison Assistance Fund Programs (Community Services)

Recommendation:

- Approve the Authorized Screening Agency Agreement and Scope of Services with United Way of Greater Los Angeles for the continued participation in the Gas Assistance Fund (GAF) and the Edison Assistance Fund (EAF) Programs.
- Authorize the Mayor to execute and sign the agreement electronically through iPartner - United Way of Greater Los Angeles.

It was moved by Councilmember Rodriguez, seconded by Councilmember Trujillo, to approve the Authorized Screening Agency Agreement and Scope of Services with United Way of Greater Los Angeles for the continued participation in the Gas Assistance Fund (GAF) and the Edison Assistance Fund (EAF) Programs, and authorize the Mayor to execute and sign the agreement electronically through iPartner - United Way of Greater Los Angeles, by the following vote:

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds

Nays: None

Absent: None

14. Presentation and Consideration of the City's Comprehensive Annual Financial Report (CAFR) for the Fiscal Year ending June 30, 2019 (Finance)

Recommendation:

- Receive and file the City's Comprehensive Annual Financial Report (CAFR) for the Fiscal Year ending June 30, 2019 and related communications.

It was moved by Councilmember Zamora, seconded by Councilmember Rodriguez, to receive and file the City's Comprehensive Annual Financial Report (CAFR) for the Fiscal Year ending June 30, 2019 and related communications, by the following vote:

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds

Nays: None

Absent: None

15. Resolution No. 9685 – Review and Consideration to Adopt a Resolution of the City Council of the City of Santa Fe Springs Authorizing Participation in the Los Angeles Urban County Community Development Grant (CDBG) Program for the Period of July 1, 2021 through June 30, 2024, Pursuant to Terms of a Cooperation Agreement with the County of Los Angeles (City Manager)

Recommendation:

- Adopt Resolution No. 9685; and
- Authorize Staff to transmit the Participating City Cooperation Agreement to the Los Angeles County Development Authority.

It was moved by Councilmember Rodriguez, seconded by Councilmember Trujillo, to adopt Resolution No. 9685, and authorize Staff to transmit the Participating City Cooperation Agreement to the Los Angeles County Development Authority, by the following vote:

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds

Nays: None

Absent: None

16. CITY MANAGER AND EXECUTIVE TEAM REPORTS

- City Manager, Ray Cruz spoke about the closure of parks during 4th of July weekend due to the increases of COVID-19 cases in Los Angeles County. He also spoke about the record number of sales reported by the fireworks vendors this year. Lastly, he reported

that there has been a significant increase of illegal fireworks usage and an agreement was made to look into the issue along with the other Gateway City Managers.

- Director of Public Works, Noe Negrete reported that the City completed the 2019 Annual Drinking Water Quality Report which is available to the public. Lastly, he spoke about an inspection of City facilities and reported that the soffits at the Aquatic Center collapsed due to heavy rains earlier in the year and will need to be repaired. The Aquatic Center main entrance will remain sanctioned off and a solution will be evaluated in the coming weeks.
- Director of Planning, Wayne Morrell spoke about local businesses being impacted during COVID-19. He reported that the Planning Department is working on guidelines to allow restaurants to extend their dining area to outdoor seating.
- Director of Police Services, Dino Torres reported that the Police Services Center is currently processing a large amount of annual pet licenses due to the start of the new fiscal year. Secondly, he reported that the department had a successful 4th of July despite some calls leading up to the holiday weekend.
- Councilmember Zamora asked if additional policing could be provided in the Santa Fe Springs Promenade area due to increased homeless activity.
- Fire Chief, Brent Hayward provided an update on COVID-19 cases within the City. He also provided information on call volume to the department in comparison to the same time last year and provided precautionary guidelines on COVID-19.
- Director of Finance, Travis Hickey spoke about firewall servicing occurring on July 10th, which will affect a number of services including email, webmail, certain storage drives and the City's website.
- Director of Community Services, Maricela Balderas spoke about the successful distribution of the Independence Day Party Packs. She reported that the City's "Drive-In Movie Series" sign-ups are completely full and also noted that the library's curbside pickup program has also been popular. She also announced that SASSFA has been able to clear the waiting list for the senior congregate meal program and is serving 101 seniors in the City. Lastly she announced that the 2020 Pow-Wow Event at Heritage Park has been cancelled.

17. COUNCIL COMMENTS

Councilmember Rodriguez thanked staff for all of the virtual programs offered by the City, and expressed gratitude to the individuals who assisted in the distribution of the Independence Day Party Packs.

Councilmember Trujillo hoped that everyone had a great 4th of July and noted that some decisions made by council can be tough, but are always made for the benefit of the City.

Councilmember Zamora thanked frontline workers for their work. He encouraged residents to contact the Gus Velasco Neighborhood Center should they require any assistance.

Mayor Pro Tem Mora acknowledged all the different ways that City personnel are continuing to provide services for residents despite COVID-19. He thanked Complete Landscape Care, Inc. for their services to the City and asked for everyone take caution as COVID-19 cases continue to rise.

Mayor Rounds expressed his delight at seeing all the 4th of July celebrations from residents. He encouraged everyone to stay safe and “cool” as the summer continues.

CLOSED SESSION

18. THREAT TO PUBLIC SERVICES OR FACILITIES

(Pursuant to California Government Code Section 54957)

Consultation with: Fire Chief, Police Chief and Captain, Director of Police Services, City Attorney

CLOSED SESSION

19. CONFERENCE WITH LABOR NEGOTIATORS

(Pursuant to California Government Code Section 54957.6)

Agency Designated Representatives: City Manager, Director of Finance, Human Resources Manager, City Attorney, Labor Negotiator.

Employee Organizations: Santa Fe Springs City Employees' Association and Santa Fe Springs Firefighters' Association

CLOSED SESSION

20. CONFERENCE WITH LABOR NEGOTIATORS

(Pursuant to California Government Code Section 54957.6)

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

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

CLOSED SESSION

21. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Initiation of litigation pursuant to Government Code Section 54956.9(d)(4): Two Cases

Mayor Rounds recessed the meetings at 7:41 p.m.

Mayor Rounds convened the meeting at 9:50 p.m.

22. CLOSED SESSION REPORT

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

23. ADJOURNMENT

Mayor Rounds adjourned the meeting at 9:51 p.m. in memory of Rich Calagna.

ATTEST:

Janet Martinez, City Clerk

William K. Rounds, Mayor

Date



City of Santa Fe Springs

City Council Meeting

August 13, 2020

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

August 13, 2020



City of Santa Fe Springs

City Council Meeting

CONSENT AGENDA

Second Reading of Ordinance No. 1098 - Amending Chapter 110 (Regulation of Certain Businesses) Of Title XI (Business Regulations) and Chapter 130 (General Provisions) Of Title XIII (General Offenses) Of the Santa Fe Springs Municipal Code to Establish A Sidewalk Vending Program

RECOMMENDATION(S)

- Adopt Ordinance No. 1098 regarding the establishment of a sidewalk vending program.

BACKGROUND

At its July 23, 2020 meeting, the City Council introduced Ordinance No. 1098 regarding the establishment of a sidewalk vending program.

Effective January 1, 2019, Senate Bill 946 ("SB 946") adds Chapter 6.2 to the portion of the Government Code applicable to the government of cities and counties. By its own terms, it applies to both general law and charter cities¹ and defines a "sidewalk vendor" as someone who "sells food or merchandise," on a sidewalk or pedestrian path, with or without a pushcart, stand or other conveyance.² It prohibits³ local agencies from regulating sidewalk vendors except in accordance with Government Code Sections 51038 and 51039, and provides that existing ordinances regulating sidewalk vendors remain valid so long as they substantially comply with SB 946.⁴

According to its authors, SB 946 was intended to increase economic opportunities to low-income and immigrant communities, increase access to culturally significant food and merchandise. To contribute to safe and dynamic public spaces, SB 946 limits local authority to regulate sidewalk vendors. Any local regulations on sidewalk vendors must comply with newly enacted state laws that generally limit local authority to impose regulations that are directly related to "objective health, safety or welfare concerns." SB 946 also limits penalties for violating local regulations to administrative fines, but does allow cities to enact a permitting scheme and prohibit sidewalk vending near farmer's markets, swap meets, and other events.

If a local agency adopts sidewalk vendor regulations, these regulations must comply with the following standards:

1 Cal. Gov. Code § 51036(d).

2 Cal. Gov. Code § 51036(a).

3 Cal. Gov. Code § 51037(a).

4 Cal. Gov. Code § 51037(c).

- The regulations cannot require the sidewalk vendor to only operate within specific parts of the public right of way except when the restriction is directly related to objective health, safety or welfare concerns.⁵
- The regulations cannot prohibit sidewalk vendors from operating in a public park, but the regulations can prohibit stationary sidewalk vending where the city already has an agreement with a third party for exclusive concessions inside the park. A city can also adopt reasonable time, manner and place restrictions inside public parks if the restrictions are directly related to objective health, safety or welfare concerns, when necessary to ensure the public's use and enjoyment of the park, or necessary to prevent an undue concentration of commercial activity that unreasonably interferes with the character of the park.⁶
- The regulations cannot require a sidewalk vendor to obtain the approval of a non-governmental entity before selling food or merchandise.⁷
- The regulations cannot restrict sidewalk vendors to operate only in designated neighborhoods except when the restriction is directly related to objective health, safety or welfare concerns. Cities can prohibit *stationary* sidewalk vendors from operating in residential zones, but cannot prohibit roaming sidewalk vendors.⁸
- The regulations cannot restrict the overall number of sidewalk vendors permitted to operate within a jurisdiction, unless the restriction is directly related to objective health, safety or welfare concerns.⁹
- The regulations can limit the hours of operation for sidewalk vendors so long as they are not unduly restrictive. In commercial areas, these restrictions cannot be more restrictive than any limitations on other businesses on the same street.¹⁰
- The regulations can impose sanitary conditions and requirements to comply with disabled access standards.¹¹
- The regulations can require sidewalk vendors to obtain a permit or business license, so long as the regulations do not require a social security number from the prospective permittee.¹²
- The regulations can require sidewalk vendors to submit information to the city regarding their operations, including a mailing address, a description of merchandise, and other information.¹³
- The regulations can prohibit sidewalk vendors from operating near farmers' markets, swap meets, and other events subject to a special permit.¹⁴

SB 946 makes clear that perceived community animus and economic competition do

5 Cal. Gov. Code § 51038(b)(1).

6 Cal. Gov. Code § 51038(b)(2).

7 Cal. Gov. Code § 51038(b)(3).

8 Cal. Gov. Code § 51038(b)(4).

9 Cal. Gov. Code § 51038(b)(5).

10 Cal. Gov. Code § 51038(c)(1).

11 Cal. Gov. Code § 51038(c)(2)-(3).

12 Cal. Gov. Code § 51038(c)(4).

13 Cal. Gov. Code § 51038(c)(8).

14 Cal. Gov. Code § 51038(d).

not constitute objective health, safety or welfare concerns.¹⁵ The new law also limits penalties for violating local regulations on sidewalk vendors to administrative citations, the amounts of which range from \$100-\$500 for most violations and fines ranging from \$250-\$1,000 for vending without a permit.¹⁶ Criminal penalties and arrest are not available to cities as enforcement tools.¹⁷ Finally, cities are required to give notice to a cited individual that he/she has the right to request an ability-to-pay determination before the administrative fine adjudicator.¹⁸

ANALYSIS:

The Subchapter entitled Pushcart Vendors (Sections 130.9 through 130.16) of Chapter 130 (General Provisions) of Title XIII (General Offenses) of the Santa Fe Springs Municipal Code (SFSMC) generally prohibits sidewalk vendors in most areas of the City. As such, the current regulations may not “substantially comply” with SB 946. The proposed ordinance repeals and replaces this subchapter with a new Subchapter entitled “Sidewalk Vendors”, Sections 130.9 through 130.17 of the SFSMC. In addition, the ordinance makes conforming amendments to Subsection (H) of Section 110.50 of Chapter 110 (Regulation of Certain Businesses) of Title XI (Business Regulations) to clarify that Sidewalk Vendors require a business license; and to Subsection (C)(1)(d) of Section 130.08 (Vending and Peddling Prohibited; Exceptions) of Title XIII (General Offenses) to include Sidewalk Vendors in the exceptions to the general prohibition against vending and peddling.

Under the proposed ordinance, sidewalk vendors, as defined, are required to obtain both a regular City business license from the City Manager and a separate Sidewalk Vendor Permit (“Permit”) from the Director of Police Services. In addition, if vending food or beverages, sidewalk vendors must obtain all required permit(s) from the Los Angeles County Department of Public Health. The fee for the Permit will be established by resolution of the City Council. The specific requirements for issuance of the Permit are set forth in Sections 130.12 through 130.16. Significant requirements include liability insurance of not less than \$1,000,000.00 that names the City as an additional insured as well as submitting to a state summary criminal history record information search. Appeals from the denial, revocation or suspension of a Permit by the Director of Police Services are appealable to the City Council. The penalty provisions of Section 130.17 utilize the City’s existing civil citation procedure of Chapter 11 of Title I, as modified to conform to the requirements of SB 946.

The detailed operational requirements and standards for sidewalk vendors are set forth in Sections 130.10 and 130.11. These requirements are designed to maintain safe access to all persons using the public right of way, to minimize impacts related to noise, trash and visual distractions, and to ensure that sidewalk vending receptacles are attended at all time. Certain activities set forth in Section 130.10 are specifically

¹⁵ Cal. Gov. Code § 51038(e).

¹⁶ Cal. Gov. Code § 51039(a).

¹⁷ Cal. Gov. Code § 51039(d).

¹⁸ Cal. Gov. Code § 51039(f).

prohibited. These include no vending at city sponsored special events without a permit; no stationary vending in a City park where the City has an exclusive concessionaire agreement; no vending to vehicles; and no stationary vending in residential zones unless specifically authorized to do so at a city event. The allowable hours of operation in all zones are from 9:00 a.m. to 6 p.m. daily, provided, however, in non-residential zones these hours are extended if a business within 500 feet and on the same street has longer permissible hours, in which case the maximum hours of operation shall apply to vending. Vendors are prohibiting from selling weapons, tobacco, alcohol, marijuana and related items.

Specific locational restrictions are also included in Section 130.10. These (as well as the general operational and activity restrictions elsewhere in the ordinance) are directly related to the objective health, safety and/or welfare concerns related to the interference with the flow of pedestrian or vehicular traffic, including ingress into or from, residences, businesses, or public buildings, or from the street to the sidewalk, by persons exiting or entering parked or standing vehicles; allowing for the effective performance of police, firefighter and emergency medical personnel services in the public right of way; ensuring that sidewalk vending activities occur only in locations where such activities would not restrict the use and enjoyment of sidewalks and pathways by persons with disabilities; providing for reasonable access to the use and maintenance of sidewalks, pathways, poles, posts, traffic signs or signals, hydrants, firefighting apparatus, as well as access to locations used for public transportation services; maximizing public access to all of the City's natural resources; and reducing injuries in and exposure to the City for personal injury or property damage claims and litigation that may be caused in whole or in part by the activities of sidewalk vending in the public right of way.

LEGAL REVIEW

The City Attorney's office has reviewed the draft ordinance and this report and approves them as to form.


Raymond R. Cruz
City Manager

Attachment(s):
Ordinance No. 1098

ORDINANCE NO. 1098

**AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS CALIFORNIA
AMENDING SECTION 110.50 OF CHAPTER 110 (REGULATION OF
CERTAIN BUSINESSES) OF TITLE XI (BUSINESS REGULATIONS)
AND AMENDING SECTION 130.08 AND REPEALING THE
SUBCHAPTER ENTITLED PUSH CART VENDORS (SECTIONS 130.9
THROUGH 130.16) OF CHAPTER 130 (GENERAL PROVISIONS) OF
TITLE XIII (GENERAL OFFENSES) OF THE SANTA FE SPRINGS
MUNICIPAL CODE AND REPLACING IT WITH A NEW SUBCHAPTER
ENTITLED SIDEWALK VENDERS (SECTIONS 130.9 THROUGH 130.17)
RELATING TO SIDEWALK VENDING**

WHEREAS, Senate Bill 946 (Chapter 459, Statutes 2018) added sections 51036 through 51039 to the Government Code to set forth the authority of cities to regulate sidewalk vendors;

WHEREAS, Municipal Code sections 130.09 through 130.16, Pushcart Vendors, constitutes a subchapter of Chapter 130, General Provisions, of Title XIII, General Offenses, of the Santa Fe Springs Municipal Code, was added to the Municipal Code by Ordinance No. 970 and currently regulates the use of pushcarts in the City;

WHEREAS, the City Council of the City of Santa Fe Springs desires to establish a permitting and regulatory program for sidewalk vendors that complies with SB 946 in order to both encourage certain small business activities and protect the public health, safety and welfare; and

WHEREAS, the City Council desires to amend its existing regulations to be consistent with Senate Bill 946;

WHEREAS, the public health, safety, and welfare requires the City to establish regulations upon sidewalk vending;

WHEREAS, absent regulation, sidewalk vendors could cluster and/or operate in locations or in manners which cause negative traffic impacts or inability for pedestrians to easily navigate streets and other public areas;

WHEREAS, the City Council hereby finds that to promote and protect the public health, safety and welfare, restrictions on sidewalk vending set forth in this Ordinance are necessary to:

1. Ensure no unreasonable interference with the flow and safety of pedestrian or vehicular traffic on city streets, arterial highways, sidewalks and paths, including ingress into or from residences, businesses, or public buildings, or from the street to the sidewalk, by persons exiting or entering parked or standing vehicles, or visual distractions to motorists;

2. Allow for the effective performance of police, firefighter and emergency medical personnel services in the public right-of-way;
3. Ensure that sidewalk vending activities occur only in locations where and in a manner that such activities would not restrict the use and enjoyment of sidewalks, pathways and other public areas by persons with disabilities;
4. To ensure safe ingress and egress to and from playgrounds, athletic fields and schools;
5. Provide reasonable access to the use and maintenance of sidewalks, pathways, poles, posts, traffic signs or signals, hydrants, firefighting apparatus, mailboxes, as well as access to locations used for public transportation services;
6. Maximize public access to all of the City's natural resources; and
7. Reduce exposure to the City for personal injury or property damage claims and litigation that may be caused in whole or in part by the activities of sidewalk vending in the public right-of-way.

WHEREAS, the City Council, pursuant to the provisions of the California Environmental Quality Act ("CEQA") (California Public Resources Code Sections 21000 et seq.) and State CEQA guidelines (Sections 15000 et seq.) determines that the ordinance is not a "project" and further, that it is exempt from the provisions of CEQA pursuant to CEQA Guidelines section 15061(b)(3) (because it can be seen with certainty that the adoption of this Ordinance will not have a significant effect on the environment) such that no environmental review under CEQA is required; and

WHEREAS, all legal prerequisites prior to the adoption of this Ordinance have occurred.

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

SECTION 1. Subsection (H) "Itinerant vendors or peddlers" of Section 110.50 "Permits Required of Certain Businesses" is hereby amended to provide as follows:

(H) Itinerant vendors or peddlers, including sidewalk vendors.

SECTION 2. Subsection (C)(1)(d) of section 130.08 "Vending and Peddling Prohibited; Exceptions." Is hereby amended to read as follows:

(d) Sidewalk vendors as set forth in Section 130.09 et seq.

SECTION 3. The subchapter entitled "Pushcart Vendors", Municipal Code sections 130.09 through 130.16, added by Ordinance No. 970, is hereby repealed and

replaced with a subchapter entitled "Sidewalk Vendors" and Section 130.17 is hereby added thereto, to provide as follows:

SECTION 130.09. DEFINITIONS.

For the purpose of this subchapter, unless defined herein or elsewhere in this code, the words used in this subchapter shall have the same definitions ascribed to them in Chapter 6.2 of Part 1 of Division 1 of Title 5 of the Government Code. Any reference to California statutes includes any regulations promulgated thereunder and is deemed to include any successor or amended version of the referenced statute. The following definitions shall apply unless the context clearly indicates or requires a different meaning:

ARTERIAL HIGHWAY. A major highway designated on the City Arterial Highway System map.

DIRECTOR. The Director of Police Services and/or his or her designee.

OPERATOR. Any person who operates a vending cart for the purpose of vending food, beverage or merchandise therefrom.

OWNER. Any person who owns or controls one or more sidewalk vending carts and one of the following:

- (1) Conducts, allows or causes the operation of such vending cart(s) for the purpose of vending food, beverage or merchandise;
- (2) Operates or manages such vending cart(s); or
- (3) Contracts with or employs persons to vend food, beverage or merchandise from such vending cart(s).

SIDEWALK VENDOR. A person who sells food, beverage and/or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance, or from one's person, upon a public sidewalk or other pedestrian path.

SIDEWALK VENDOR PERMIT. A permit issued by the City authorizing the holder to engage in the business of vending food, beverage or merchandise upon a public sidewalk or other pedestrian path.

STATIONARY SIDEWALK VENDOR. A person who vends from a fixed location.

VEND. Offering food, beverage or merchandise of any kind for sale on any sidewalk, street, parkway, alley, highway, or unenclosed place open to the public, whether publicly or privately owned.

VENDING CART. Any pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance, from which food, beverage or merchandise is offered for sale to the public.

SECTION 130.10. GENERAL REQUIREMENTS, PROHIBITIONS AND UNAUTHORIZED CONDUCT.

- (A) *Operator and/or Vendor Must Have Permit.* No person shall vend from any vending cart or from his or her person, without first obtaining both a sidewalk vending permit required by this subchapter and a business license pursuant to Chapter 110 of Title XI from the City, and if vending food or beverages, any required permit(s) from the Los Angeles County Department of Public Health.
- (B) *Visible Permit.* No person shall vend from a vending cart or his or her person without displaying upon his or her person or vending cart a valid vending permit in his or her own name, and a photo identification with the vendor's first and last name, and the name of the business he or she represents.
- (C) *Employee Permit Required.* No person shall employ or retain any person to operate a vending cart or otherwise vend from his or her person for the purpose of vending unless the person employed has a valid and current vending permit issued by the city.
- (D) *No Vending at Special Events.* No person shall vend at a city sponsored event (such as, but not limited to: filming, parades, or outdoor concerts) where a permit is required therefore pursuant to this code unless the city has first issued that person a special event seller's permit.
- (E) *Exclusive Concessionaire.* Stationary sidewalk vendors shall not vend within a public park owned or operated by the city if there exists a signed agreement for concessions that exclusively permits the sale of food or merchandise by the concessionaire.
- (F) *Twenty-Five Foot (25') Setback from Playgrounds and Fields.* To protect ingress and egress, and to preserve the safety of those using the City's facilities, vendors must remain twenty-five feet (25') away from park playgrounds and marked athletic fields at all times.
- (G) *Sidewalk Access.* At no time shall a vendor be stopped, placed or positioned where it will block or restrict the free movement of vehicles or pedestrians along any public sidewalk, street or parkway. Sidewalk vendors shall maintain a clearance of not less than three (3) feet on all sidewalk or pedestrian areas to enable persons to freely pass while walking or using mobility assistance devices.
- (H) *No Vending Except on Sidewalks or Pedestrian Paths.* No person shall vend or operate a vending cart on or in an area other than a sidewalk or pedestrian path, including, but not limited to any median, street and/or alleyway, unless authorized to do so during a City sponsored event.

- (I) *No Clustering.* On a sidewalk adjacent to an arterial highway, no person shall operate a vending cart within thirty feet (30') of any other vending cart. On all other sidewalks and/or pathways, no person shall operate a vending cart within ten feet (10') of any other vending cart.
- (J) *No Vending to Vehicles.* No person shall vend directly to a vehicle or persons therein.
- (K) *Setbacks from street intersections.* No person shall vend within twenty-five feet (25') of any street intersection, fire hydrant or fire station. No person shall operate or vend within ten feet (10') of any driveway.
- (L) *Stationary Vending Prohibited in Residential Zones.* No person may conduct stationary vending in areas zoned for exclusively residential use unless that person is permitted to do so at a City sponsored event.
- (M) *Hours of Operation in Residential Zones.* No person shall vend in areas zoned for exclusively for residential use before 9:00 a.m. or later than 6:00 p.m. Such requirement will not be applied to a sidewalk vendor who is authorized to operate at different times during a City sponsored event.
- (N) *Hours of Operation in Non-Residential.* In non-residential areas, no person shall vend before 9:00 a.m. or later than 6:00 p.m. unless another business within five hundred feet (500') and on the same street has longer permissible hours, in which case the maximum hours of operation shall apply to vending.
- (O) *School Setbacks.* No person shall operate a vending cart or vend within five hundred feet (500') of any K-12 school, during the hours of 8:00 a.m. to 5:00 p.m. while school is in session.
- (P) *Farmers Markets, Swap Meets, Special Use Permit.* No person shall operate a vending cart or vend within five hundred feet (500') of a permitted certified farmers' market, swap meet or an area designated for a temporary special use permit.
- (Q) *Disabled Access/ADA.* Sidewalk Vendors shall not restrict or impede access to any public property by disabled persons and shall otherwise comply with the applicable provisions of the Americans with Disabilities Act and other state and federal disability access standards; and
- (R) *Prohibited Items.* Sidewalk vendors shall not sell, distribute or vend alcohol, marijuana, tobacco, products that contain nicotine and/or marijuana or any product used to smoke/vape nicotine or marijuana, and/or weapons, including but not limited to firearms, ammunition, explosives including fireworks, knives, mace, and/or pepper spray, any item of adult oriented

material as defined in Section 125-02 and/or any other item prohibited by this code or state law.

SECTION 130.11. STANDARDS AND MAINTENANCE.

- (A) *Cart Dimensions.* To maintain access to sidewalks, the maximum dimensions of any vending cart shall be five feet (5') in length and three feet (3') in width.
- (B) *Cart Maintenance.* The owner shall be responsible for all vending cart maintenance. Vending carts must be clean, sanitary, and in good working condition at all times.
- (C) *Health Requirements.* All vending carts must conform to the applicable Los Angeles County Department of Public Health standards.
- (D) *Vending Permit Displayed.* Each vending cart shall have affixed to it in plain view, on the operator's left side of the vending cart, the vending permit and each other required permit.
- (E) *Signage.* Signs and advertisements are only allowed in conjunction with a vending cart if they are affixed to, or painted on, the vending cart or its attached canopy. No sign and or advertisement may be placed and/or affixed to any public property.
- (F) *Lighting.* Artificial lighting of any vending cart shall not project excessive light so as to create a traffic safety hazard or cause a nuisance.
- (G) *No Open Flame.* No open flame shall be used on, within or about a vending cart.
- (H) *Electrical Outlet or Power Source.* A vending cart shall not use an electrical outlet or power source that is owned by the City and/or allow an electrical cord to contact or impede access to any public property and/or path of travel.
- (I) *Refuse Bin.* A refuse bin of at least thirty-five (35) gallon capacity shall be provided in or on the vending cart to ensure proper disposal of customer trash. Prior to leaving a location, the sidewalk vendor shall pick up, remove, and dispose all trash generated by the vending operations or the vendor's customers within a ten foot (10') radius of the vending location.
- (J) *Noise Making.* No noise-making devices shall be used in conjunction with sidewalk vending.
- (K) *Refuse Cleanup.* Sidewalk vendors shall not discard, deposit, leave, or abandon any trash, food or objects, in or upon any street, sidewalk, gutter, storm drain, catch basin, or upon any public or private lot of land in the City.

SECTION 130.12. PERMIT PROCESS.

- (A) *Permit Application.* Any person desiring to obtain a vending permit shall first file an application with the Director for such permit. Such application shall be accompanied by a non-refundable fee as established by resolution of the City Council to defray, in part, the cost of the investigation and report required by this subchapter. Fees required under this subchapter shall be in addition to any other license, permit or fee required under this subchapter or any other chapter of this code.
- (B) *Vending Prohibited Without Permit.* Neither the filing of an application for a vending permit, nor the payment of the application fee shall authorize the vending from, operation or management of a vending cart.
- (C) *Required Information.* The owner will be responsible for providing the following completed documentation to the city during the term of such owner's participation and shall continue to keep current the following:
- (1) Name of the business.
 - (2) Name of the applicant.
 - (3) If a corporation, articles of incorporation.
 - (4) Business address and phone number of the applicant.
 - (5) A description of the merchandise which the sidewalk vendor will vend.
 - (6) Number of vending carts owned, operated, leased, controlled or contracted by the applicant to be used in the city.
 - (7) A description of the logo, color scheme, insignia and any other distinguishing characteristics of the applicant's vending cart.
 - (8) The full and true names, dates of birth and addresses of all persons employed, contracted, leased or otherwise given control of the applicant's vending cart(s) and the California driver's license or similar state or federal identification establishing the identity of such persons.
 - (9) A policy of liability insurance in a form and with companies approved by the city and approved to do business in California, which policy names the city, its officers, employees and agents as additional insureds in a minimum amount of one million dollars (\$1,000,000) combined single limit for all activities associate with sidewalk

vending, which policy shall remain valid for the duration of the vending permit and/or any vending activities within the city.

- (10) The California seller's permit number (California Department of Tax and Fee Administration sales tax number), if any, of the owner.
 - (11) The owner shall ensure that all applicable food service permits are obtained from the Los Angeles County Department of Public Health. Copies of current County of Los Angeles Department of Public Health permits, including individual permits for each cart, must be provided to the Director prior to receiving a vending permit.
 - (12) If food or beverage is prepared off-site for sale by a vendor, the owner also provide the Director with proof that each location where the food or beverage is prepared has the applicable current health/food/beverage permits.
 - (13) At the time of application, one head-shot photograph of each vending cart operator, at least two inches by two inches (2" x 2") in size, taken within the six (6) month period immediately preceding the date of the application shall be submitted.
 - (14) Certification by the applicant that to his or her knowledge and belief, the information in the application is true and correct.
- (D) *Ongoing Information Submission.* The owner shall obtain approval for any new vending cart(s) and/or operators(s) seeking the City's vending permit. On an annual basis, from the date the first permit for a vending cart is granted, the owner shall provide to the Director a roster of all vending cart operators employed by the owner and permitted to vend within the City.

SECTION 130.13. INVESTIGATION OF APPLICATION.

- (A) *Background.* The Director may confirm or otherwise investigate the facts stated in the application and shall investigate the criminal history of the applicant and operator(s) for a vending permit pursuant to Section 130.14.
- (B) *Thirty (30) Days to Act.* The Director shall, within thirty (30) days after the date of the filing of the application, approve or deny the application for the permit or renewal thereof. If an application is deemed pending as set forth in section 130.14, the Director shall, within thirty (30) days after being informed of the adjudication of the pending criminal matter or receipt of the requested information, approve or deny the application for the permit or renewal thereof.

SECTION 130.14. ISSUANCE OF PERMIT.

After receiving the application, the Director shall issue the vending permit only if he or she finds that all of the following requirements have been met:

- (A) *Fees.* All fees for the vending permit have been paid.
- (B) *Fines.* All vending-related administrative citations and fines payable to the city have been paid.
- (C) *Complete Application.* The application conforms in all respects to the provisions of this subchapter.
- (D) *Truth.* The applicant has not knowingly made a material misrepresentation of fact in the application.
- (E) *Cooperation.* The applicant has provided all information required by this subchapter necessary for approval of the application.
- (F) *Criminal History.* Within five (5) years before the date of submission of the application for a vending permit, neither the applicant nor any operator of a vending cart has been convicted or pleaded nolo contendere or guilty to a misdemeanor or felony crime of moral turpitude or drug-related misdemeanor or felony crime, including but not limited to: the sale of a controlled substance as specified in California Health and Safety Code sections 11054 through 11058, and crimes involving any of the following actions, which are considered crimes of moral turpitude for the purposes of this Section: assault with intent to commit murder, attempted lewd acts on a minor, arson, burglary, child abuse, criminal threats, domestic violence when committed against your spouse, failure to register as a sex offender, felon in possession of a firearm, felony hit and run, grand theft auto, murder, perjury, possession for sale of controlled substances, rape, receiving stolen property, robbery, trespass with the intent to injure any property or property rights, or interfere with the conduct of business, voluntary manslaughter, and welfare fraud.
- (G) *Criminal Information.* The Director is specifically authorized to obtain state summary criminal history record information as provided for in California Penal Code section 11105. Any complaint for the charges listed in subsection (E) of this section pending before a court of law shall cause the application to be considered pending until adjudication of the complaint. In addition, failure of the state to return state summary criminal history record information to the Director shall cause the application to be considered pending until such time as that information is provided to the Director.

SECTION 130.15. PERMIT TERM AND RENEWAL.

The term for a vending permit, unless sooner suspended or revoked, shall be for a period of one (1) year. Upon the expiration of such term, the vendor may renew the

permit by submitting a new application together with such renewal fee as may be established by resolution of the City Council. No permit shall be sold, leased, transferred conveyed or granted to any other person.

SECTION 130.16. DENIAL, SUSPENSION OR REVOCATION OF PERMIT.

- (A) *Initial Denial.* If the Director does not find that all of the requirements set forth in this subchapter have been met, the Director shall deny the application for a vending permit and notify the applicant in writing of the ground(s) for the denial. Notice of denial of the application for the permit shall be deemed to have been served if it is personally served on the applicant or when deposited in the United States mail with postage prepaid and addressed to the applicant at his or her residence address as set forth in the application for the permit.
- (B) *Suspension or Revocation.* Any vending permit issued under this subchapter may be suspended or revoked by the Director for any of the following reasons:
 - (1) Falsehood of any material information supplied by the applicant upon which issuance of the permit was based.
 - (2) Failure of the applicant to promptly notify the Director within thirty (30) days of any change occurring subsequent to the issuance of the permit in the information supplied by the applicant upon which the issuance of the permit was based.
 - (3) Revocation, suspension or non-renewal of the certificate of eligibility issued to the applicant by the Los Angeles County Department of Public Health.
 - (4) Conviction of, or plea of guilty or nolo contendere by the applicant of any offense which would have constituted grounds for denial of a vending permit.
 - (5) For the term of the permit, upon the fourth violation or subsequent violations of this subchapter.
- (C) *Appeal of Denial/Suspension/Revocation.* An applicant for a sidewalk vendor permit and/or a permit holder shall be served with written notice by the Director when a permit has been denied, suspended or revoked and shall have the right to appeal such action, as follows:
 - (1) Notification shall be deemed to have been served when it is either personally served upon the permit holder or applicant, or when deposited in the United States mail with postage prepaid and addressed to the permit holder or applicant at the address set forth in the application pursuant to section 130.12(C).

- (2) The notice shall contain the grounds upon which the denial, suspension or revocation is based and the right to seek an appeal to the City Council.
 - (3) An appeal must be filed in writing with the City Clerk's office within ten (10) calendar days from the date the notice was served and shall include a statement setting forth the factual basis for the appeal.
 - (4) If no appeal is filed, the denial, suspension or revocation of the permit shall become effective ten (10) calendar days after the notice was served. If an appeal is filed, the denial, suspension or revocation shall become effective upon final determination of the appeal by the City Council.
- (D) *One Year Waiting Period.* Any person whose permit is revoked shall not be eligible to receive a new permit for a period of one (1) year following such revocation, except as set forth herein.

SECTION 130.17. REMEDIES AND ENFORCEMENT.

- (A) *Administrative Citations Exclusive Remedy.* Notwithstanding any other provision of this code, this subchapter shall be punishable exclusively through the city's administrative citation process, unless state law allows the use of other enforcement mechanisms.
- (B) *Amount of citations.* The amount of citation fees shall be the lesser of the maximum limits of state law or this code
- (C) *Ability to Pay.* If a person receives an administrative citation for a violation of this subchapter and that person meets the criteria contained in Government Code Section 68632, subdivision (a) or (b), the City shall accept twenty percent (20%) of the administrative fine imposed as full satisfaction of the fine.
- (D) *Remedies Inapplicable to other Violations of Law.* The provisions and limitations of this subchapter shall not apply to a violation of any other provision of this code and/or state law or regulation, including, but not limited to, the California Retail Food Code.

SECTION 4. CEQA. Pursuant to the provisions of the California Environmental Quality Act ("CEQA") (California Public Resources Code § 21000 et seq.) and State CEQA guidelines (Sections 15000 et seq.) the ordinance is not a "project" and further, that it can be seen with certainty that there is no possibility that the ordinance in question may have a significant effect on the environment, either directly or indirectly, and that therefore no environmental review under the CEQA is required, pursuant to CEQA Guidelines Section 15061(b)(3).

SECTION 5. Modification. Any provision of the Code of Santa Fe Springs inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to effect the provisions of this Ordinance.

SECTION 6. Severability. If any section, subsection, phrase, or clause of this Ordinance is for any reason held to be unconstitutional, such decision will not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrases, or clauses may be declared unconstitutional.

SECTION 7. Certification. The City Clerk shall certify to the adoption of this Ordinance, including the vote for and against and shall post a certified copy of this ordinance, within 15 days after its passage to be posted in at least three (3) public places within the City as established by ordinance, and, in compliance with Section 36933 of the Government Code.

PASSED and ADOPTED this ____ day of _____, 2020, by the following roll call vote:

AYES:

NOES:

ABSENT:

William K. Rounds, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk



City of Santa Fe Springs

City Council Meeting

ITEM NO. 6D

August 13, 2020

CONSENT AGENDA

Second Reading - Ordinance No. 1113 - Granting a Franchise to Park Water Company for Maintenance and Operation of Pipelines in City Streets

RECOMMENDATION

Adopt Ordinance No. 1113, granting a franchise to Park Water Company for Maintenance and Operation of Pipelines in City Streets

BACKGROUND

Ordinance No. 1113 passed its first reading at the City Council meeting of July 23, 2020, that grants a Franchise to Golden State Water Company to operate their facilities within the City of Santa Fe Springs for the next ten years.

R.C

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Raymond R. Cruz
City Manager

Attachments:

Attachment No. 1: Ordinance No. 1113

Report Submitted By:

Noe Negrete
Director of Public Works

M

Date of Report: August 6, 2020

ORDINANCE NO. 1113

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA GRANTING A FRANCHISE TO PARK WATER COMPANY IN THE CITY OF SANTA FE SPRINGS

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

Section 1: The franchise is hereby granted to Park Water Company, 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 water, together with all manholes, vaults, 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.

Section 2. 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 of two percent (2%) of the gross annual receipts of the Grantee arising from the use, operation or possession of the franchise; provided, however, that such payment shall in no event be less than one percent (1%) of the gross annual receipts of the Grantee derived from the sale of water within the limits of the City. Any neglect, omission or refusal by said Grantee to pay said percentage, the Grantee shall pay a late charge of ten percent (10%) of the amount due, said ten percent (10%) being due on the forty-fifth (45th) day after the due date. In the event full payment of any rate, payment or fee including the ten percent (10%) late charge is not received within ninety (90) days after the due date, an assessment of interest shall accrue on the unpaid balance at one percent (1%) per month beginning on the ninety-first date after the due date.

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.

Section 3. Abandonment of pipelines shall be done according to City specification. Said specification shall include that all above ground pipes, valves, etc., shall be removed, ends shall be plated after filling pipes with slurry sand, or other product as approved by the City Engineer, and a fee of one-half (½) 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.

Section 4. This franchise is issued subject to and pursuant to the provisions of Chapter 114 of the Santa Fe Springs City Code entitled "Franchises," except as otherwise specified herein. Said Chapter 114 shall be deemed to be a part of any franchise granted hereunder.

Section 5. This franchise is subject to the provisions of the Franchise Act of 1937 (Sections 6201, et seq. of the Public Utilities Code of the State of California).

Section 6. 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.

PASSED and ADOPTED this 13TH day of August, 2020, by the following called vote at a regular meeting of the City Council of the City of Santa Fe Springs:

AYES:

NOES:

ABSENT:

WILLIAM K. ROUNDS, MAYOR

ATTEST:

JANET MARTINEZ, CITY CLERK



City of Santa Fe Springs

City Council Meeting

ITEM NO. 6E

August 13, 2020

CONSENT AGENDA

Quarterly Treasurer's Report of Investments for the Quarter Ended June 30, 2020.

RECOMMENDATION

Receive and file the report.

BACKGROUND

Beginning January 2016, the City retained PFM Asset Management LLC ("PFMAM") to manage \$20.8 million of the City's reserve funds ("managed portfolio").

Based on a cash flow analysis and discussion with PFMAM and the Council Finance Subcommittee, an additional \$10.0 million of the City's reserve funds were added to the portfolio in May 2017 bringing the total principal invested to \$30.8 million.

At the end of each calendar quarter, PFMAM provides a detailed written report covering general market conditions as well as the balances and transactions of the City's portfolio for the previous quarter. PFMAM's detailed report is attached to this Treasurer's Report. The Treasurer's Report for the Quarter Ended June 30, 2020 was also provided to each Councilmember on July 23, 2020.

Ms. Sarah Meacham, Director with PFMAM, along with her staff, have also regularly provided an update, including a detailed review of the results of the portfolio for the quarter, a discussion of the investment strategies and policies which govern the City's portfolio, and general market conditions.

CITY INVESTMENT PORTFOLIO

The City's managed portfolio generated interest income in the amount of \$298,976 for the most recent quarter. The interest income represents actual cash receipts received by the City plus the amortization of any discounts or premiums. The figure does not include unrealized gains or losses.

The overall performance of the City's managed portfolio account is expressed in a "yield" and "total return". The yield is a forward-looking measurement which shows the income and dividends on the investments to be expected in the future based on current holdings, expressed as an annual rate of return. The City's yield (at cost value) at June 30, 2020 was 2.09%, down from 2.31% the previous quarter.

Total return on the other hand, is a backward-looking measurement focused on not only interest earned, but also realized and unrealized gains/losses. Realized gains/losses result from selling a security at a price higher or lower than was actually paid to purchase it. Unrealized gains/losses result from market value increases and

Report Submitted By: Travis Hickey, City Treasurer
Lana Dich, Asst. City Treasurer

Date of Report: August 6, 2020



City of Santa Fe Springs

City Council Meeting

August 13, 2020

decreases in security values for securities which are still held in the portfolio.

Of particular importance to the City's portfolio is the inverse relationship between yield and market value. In general, when yields go up, market values go down, and vice versa. For example, if the City is holding a bond which pays 1.0% and the market yield increases to 1.1% the market value of the City's 1.0% security will decline so that an investor purchasing the security would pay a price below face value which would cause the security to yield 1.1% even though it only pays 1.0%. If held until maturity, the security would pay the full face value along with the 1.0% stated interest throughout the term. In other words, "unrealized" gains/losses are not "realized" unless the security is actually sold prior to maturity.

The City generally experienced a rising yield market since July 2016. The yield at June 30, 2016 was 1.25% and rose to 2.09% as of June 30, 2020. This has resulted in unrealized losses, however, it is important to point out that the investments continue to pay the stated interest on the security. The unrealized losses simply represent the amount that the City would lose, if the security was sold in the current market conditions. It is not an actual loss of the City's principal value invested. It is also important to remember that rising yield markets are good in the sense that as securities mature, they are replaced with higher rate securities, increasing the overall interest income of the portfolio.

Because the total return (as opposed to the yield) takes into account realized and unrealized gains/losses, it is generally compared against a target benchmark to evaluate portfolio performance. The City's benchmark is the 1-5 Year U.S. Treasury Index. The total return for the City's portfolio for the quarter ended June 30, 2020 was 1.49% while the benchmark total return was 0.29%. The City's overall portfolio performance was 1.20% better than the benchmark.

Aside from the PFMAM managed portfolio, the City's other investments are the Local Agency Investment Fund ("LAIF"), a pooled investment fund managed by the California State Treasurer, and the First American Treasury Obligations Fund, a U.S. Treasury money market fund ("MMF") used by the City's bond trustee. LAIF returned an annualized rate of 1.36% for the quarter while the MMF returned 1.00%. The LAIF accounts returned a total of \$213,781 in interest income.



City of Santa Fe Springs

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August 13, 2020

The attached Treasurer's Report contains all investments under the control of the City.

The investments, at market value, are summarized as follows:

Pooled Cash and Investments	\$ 79.9 million
Successor Agency Bond Funds	18.1 million
Bonds Reserves and Debt Service	<u>12.4 million</u>
Total Investments	\$110.4 million

Pooled cash and investments consist of the PFMAM managed account and LAIF. The Successor Agency bond funds are held in LAIF and are the source of funds for ongoing capital improvement projects.

The bond reserves and debt service funds consist of the MMF accounts held, as required, by the City's third party trustee, U.S. Bank. These funds are held for debt service payments and reserves for bond issuances of the Water Utility Authority, the Successor Agency, and the Heritage Springs Assessment District.

The investments, at market value, are summarized by type as follows:

PFMAM Managed Portfolio	\$ 34.2 million
LAIF	63.8 million
MMF	<u>12.4 million</u>
Total Investments	\$110.4 million

PFMAM and Staff will continue to work with the Council Finance Subcommittee to review any proposed changes to the portfolio make up.


Raymond R. Cruz
City Manager

Attachments:

1. Treasurer's Report of Investments (Quarter Ended June 30, 2020)
2. PFMAM Investment Performance Review (Quarter Ended June 30, 2020)

Report Submitted By: Travis Hickey, City Treasurer
Lana Dich, Asst. City Treasurer

Date of Report: August 6, 2020

ATTACHMENT NO. 1

**CITY OF SANTA FE SPRINGS
TREASURER'S REPORT OF INVESTMENTS
QUARTER ENDED JUNE 30, 2020**

DESCRIPTION	BEGINNING BALANCE	DEPOSITS/ PURCHASES	WITHDRAWALS/ SALES	ENDING BALANCE	MARKET VALUE	QUARTERLY INVESTMENT EARNING	ANNUAL YIELD
POOLED INVESTMENTS:							
PFM MANAGED PORTFOLIO (1)	\$ 32,499,585.98	\$ 4,621,376.62	\$ 4,299,556.65	\$ 32,821,405.95	\$ 34,166,513.12	\$ 298,975.92	2.09%
LOCAL AGENCY INVESTMENT FUND	43,353,547.70	9,307,580.50	7,200,000.00	45,461,128.20	45,684,469.40	152,885.34	1.36%
SUBTOTAL POOLED INVESTMENTS	75,853,133.68	13,928,957.12	11,499,556.65	78,282,534.15	79,850,982.52	451,861.26	
SUCCESSOR AGENCY BOND FUNDS (2):							
LOCAL AGENCY INVESTMENT FUND	17,957,690.01	90,377.94	-	18,048,067.95	18,136,734.41	60,896.11	1.36%
SUCCESSOR AGENCY FUNDS:							
LOCAL AGENCY INVESTMENT FUND	0.92	0.04	-	0.96	0.96	-	1.36%
INVESTMENTS HELD BY FISCAL AGENT (3):							
U.S. BANK CORPORATE TRUST MONEY MARKET FUNDS:							
First American Treasury Obligations Fund Class D:							
City of Santa Fe Springs	563,763.46	184.46	4,929.40	559,018.52	559,018.52	184.46	1.00%
Successor Agency	8,474,652.29	3,208,010.54	-	11,682,662.83	11,682,662.83	2,792.28	1.00%
Heritage Springs Assessment District	171,053.70	57.07		171,110.77	171,110.77	57.07	1.00%
Subtotal First American Treasury Obligations Fund Class D	9,209,469.45	3,208,252.07	4,929.40	12,412,792.12	12,412,792.12	3,033.81	
SUBTOTAL INVESTMENTS HELD BY FISCAL AGENT (U.S. BANK)	9,209,469.45	3,208,252.07	4,929.40	12,412,792.12	12,412,792.12	3,033.81	
TOTAL INVESTMENTS	\$ 103,020,294.06	\$ 17,227,587.17	\$ 11,504,486.05	\$ 108,743,395.18	\$ 110,400,510.01	\$ 515,791.18	

Notes:

- (1) See attached report prepared by PFM, the City's investment manager, for detailed analysis of the managed portfolio. All information except for the market value is reported on the amortized cost basis. Investment earnings on the amortized cost basis do not include unrealized gains and losses.
- (2) Unspent bond proceeds of the former redevelopment agency to be used for ongoing capital improvement projects.
- (3) Fiscal agent accounts are held by U.S. Bank as Trustee for debt service reserves and payment of bond principal and interest.

CERTIFICATION:

The investment transactions are in compliance with the investment policy approved by the City Council.
There is sufficient liquidity within the portfolio to meet all anticipated expenditures for the next six months.



TRAVIS HICKEY, CITY TREASURER

ATTACHMENT NO. 2



CITY OF SANTA FE SPRINGS

Investment Performance Review For the Quarter Ended June 30, 2020

Client Management Team

Sarah Meacham, Managing Director

Richard Babbe, CCM, Senior Managing Consultant

601 South Figueroa, Suite 4500

Los Angeles, CA 90017

213-489-4075

PFM Asset Management LLC

213 Market Street

Harrisburg, PA 17101-2141

717-232-2723

Market Update

COVID-19 Impact Update

Health Pandemic

- Confirmed cases exceed 10 million worldwide
- U.S. is leading the world with roughly 25% of cases and deaths
- Recent surge in new U.S. case numbers threatens economic reopening



Effects on the Economy

- Significant negative impact of lockdowns apparent in first and second quarter economic data
- Early signs of rebound have appeared as some states start to reopen

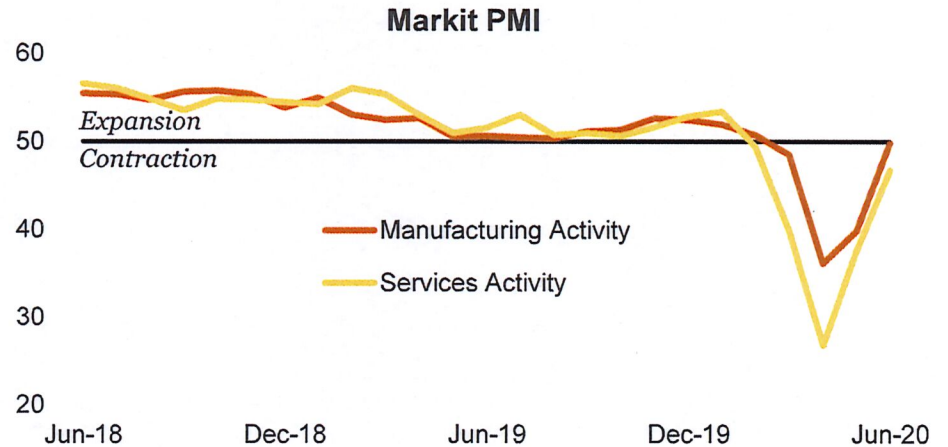
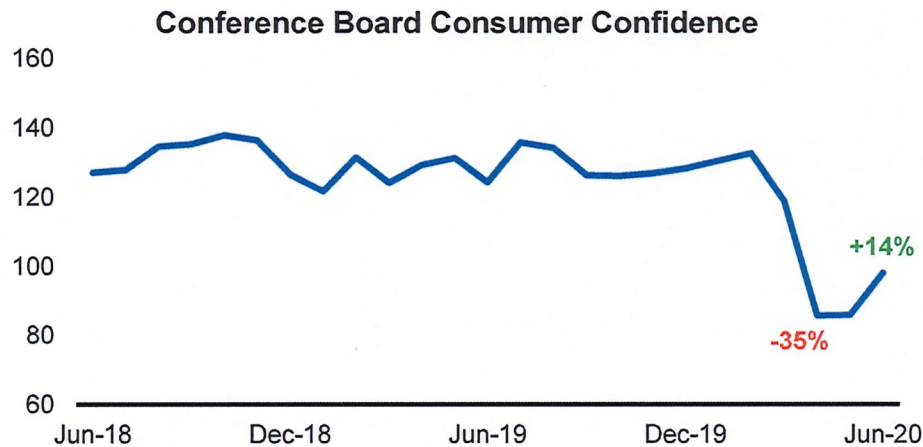
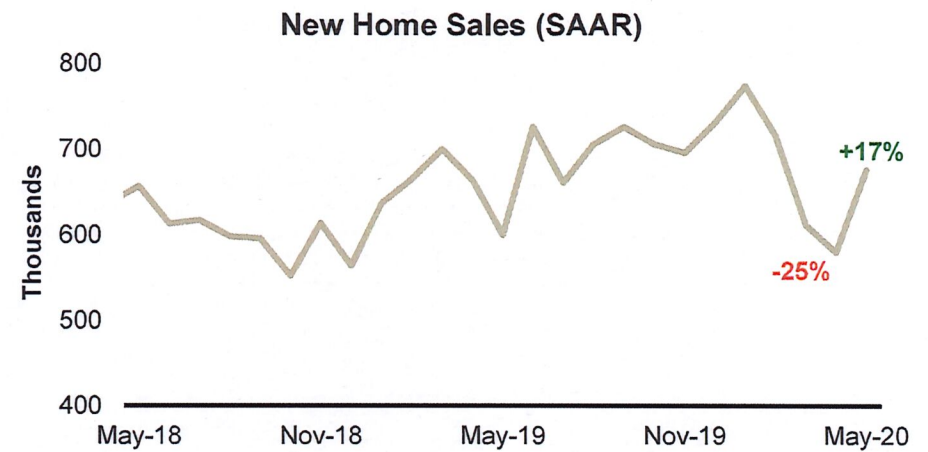
**Limited
Capacity**

Effects on the Financial Markets

- Yields remain very low and are not expected to move meaningfully over the near term
- Fed support stabilized the bond market and returned liquidity
- Equity markets substantially recovered in second quarter

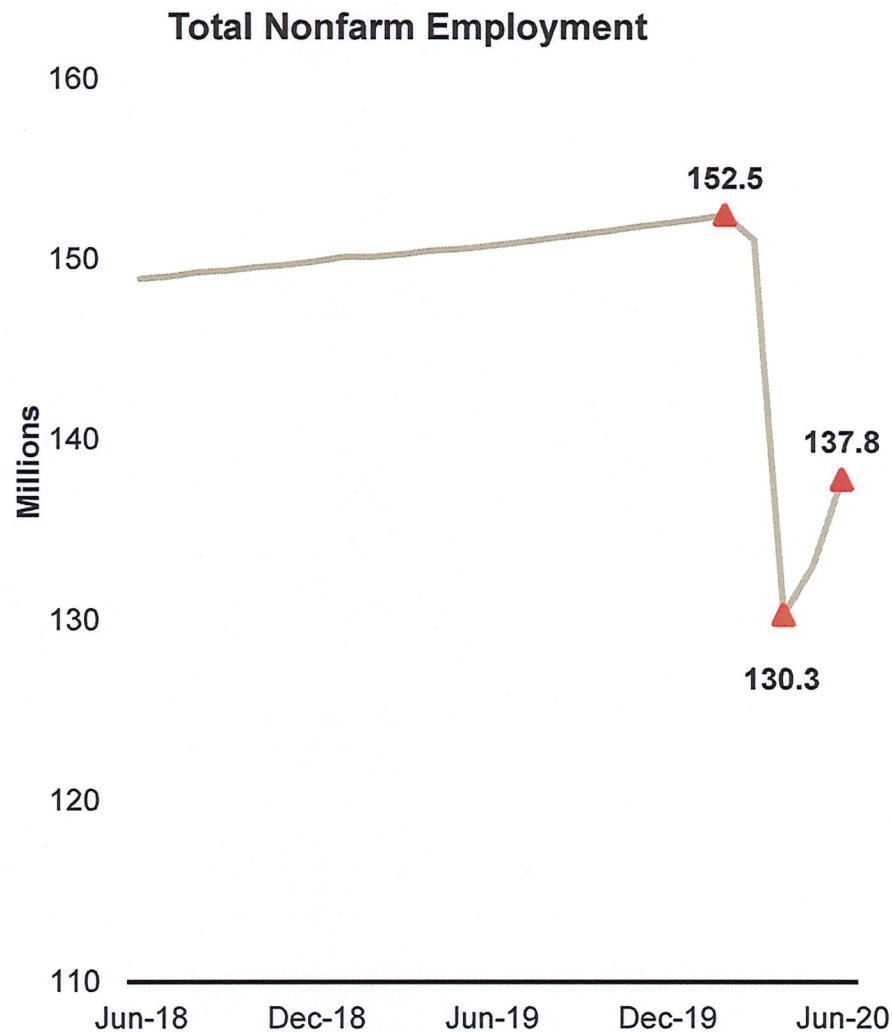
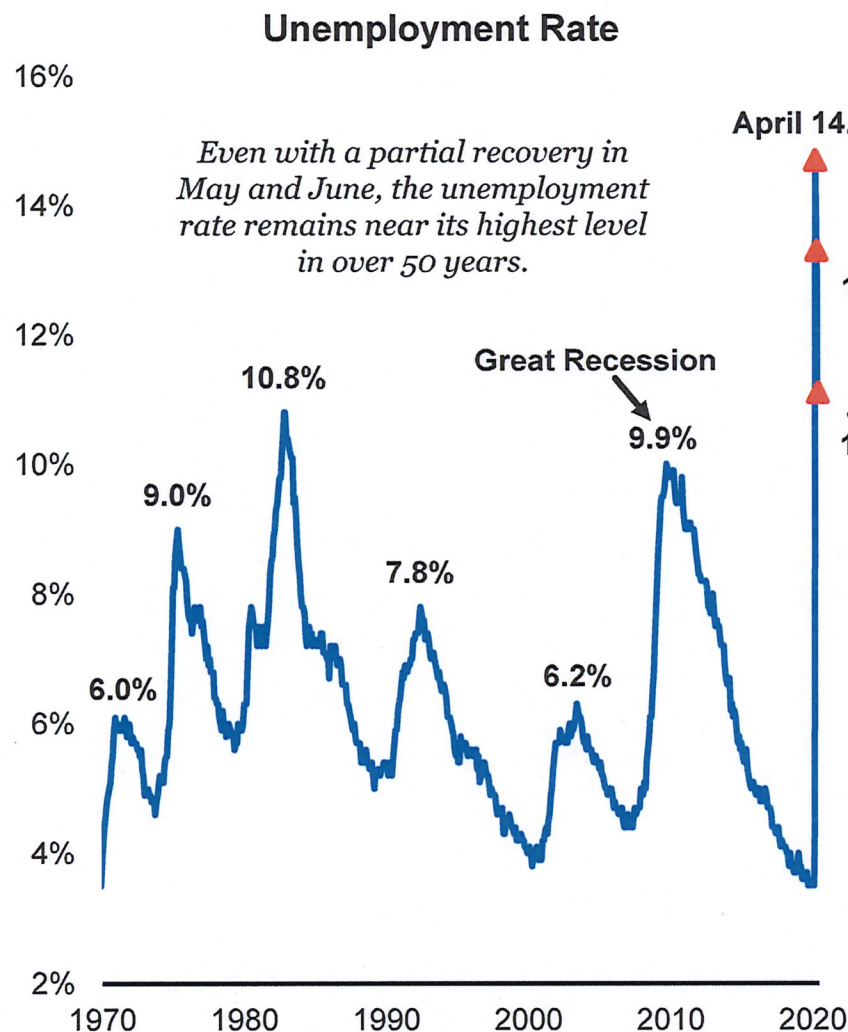


Economic Conditions Are Depressed, but Appear to Have Bottomed



Source: Bloomberg, data available as of 6/30/2020.

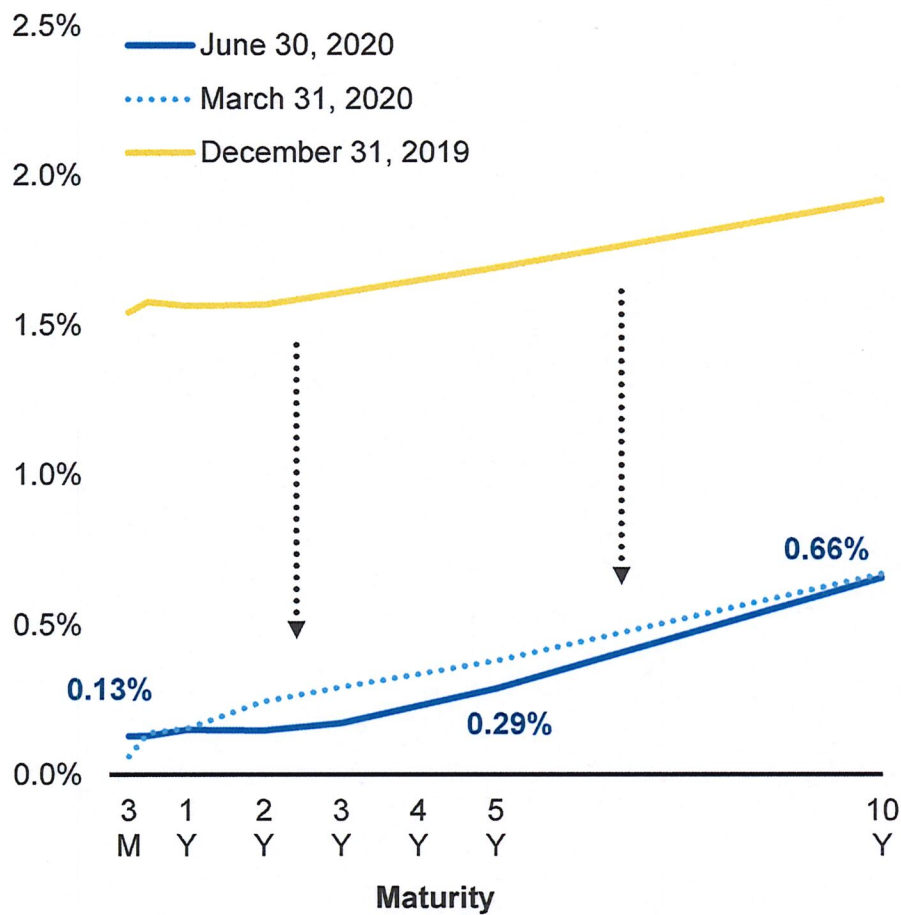
Labor Market Struggling; Early Signs of Recovery Present



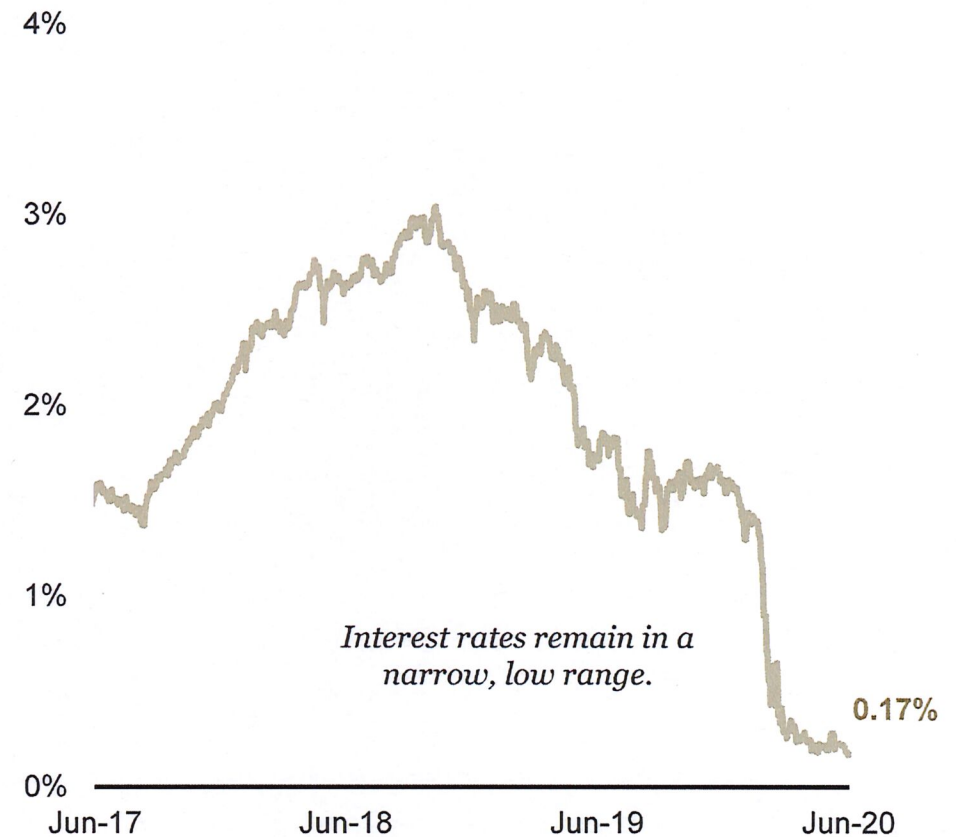
Source: Bloomberg, as of 6/30/2020. Data is seasonally adjusted.

Interest Rates Traded in a Narrow Range During the Second Quarter

US Treasury Yield Curve



3-Year Treasury Yield

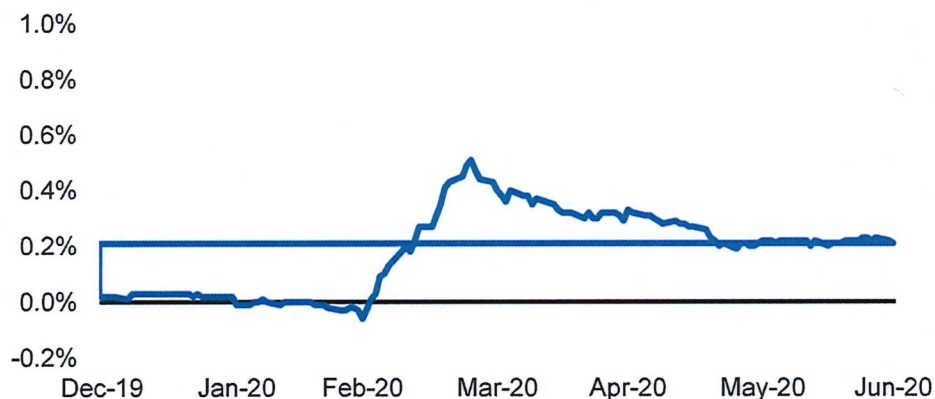


Source: Bloomberg, as of 6/30/2020.

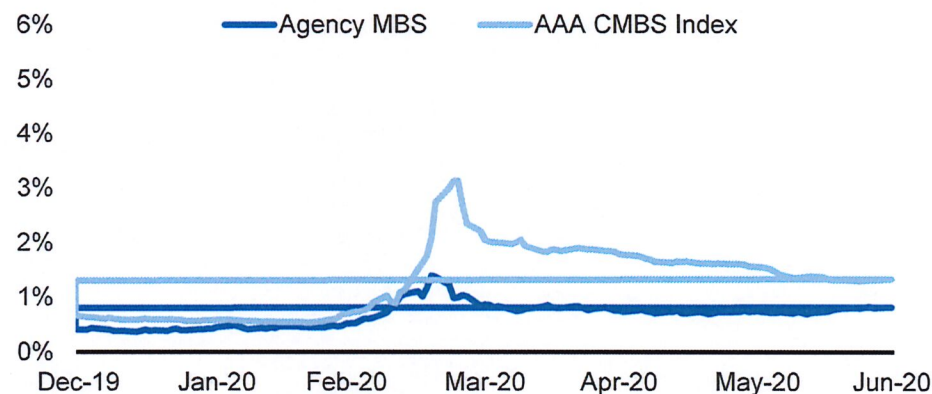
Sector Spreads Tightened Significantly, Moving Toward Pre-COVID Levels

1-5 Year Indices

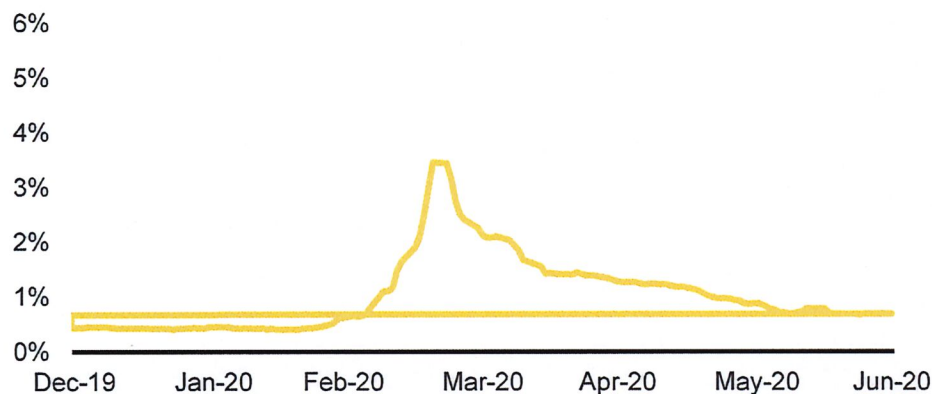
Federal Agency Yield Spreads



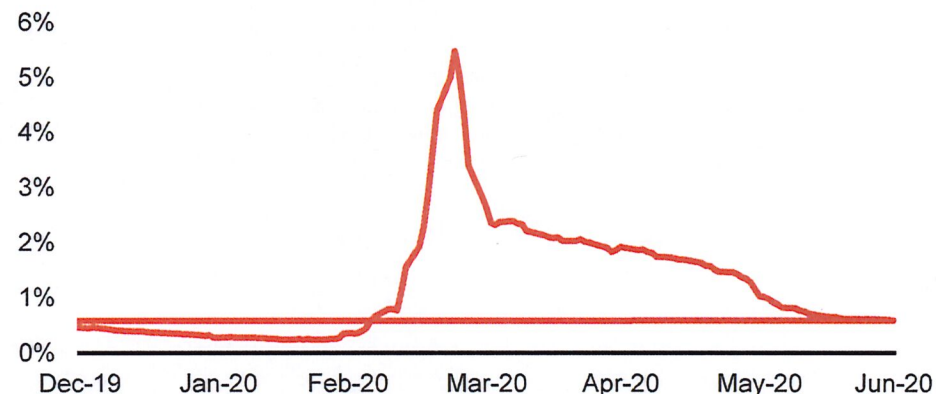
Mortgage-Backed Securities Yield Spreads



Corporate Notes A-AAA Yield Spreads



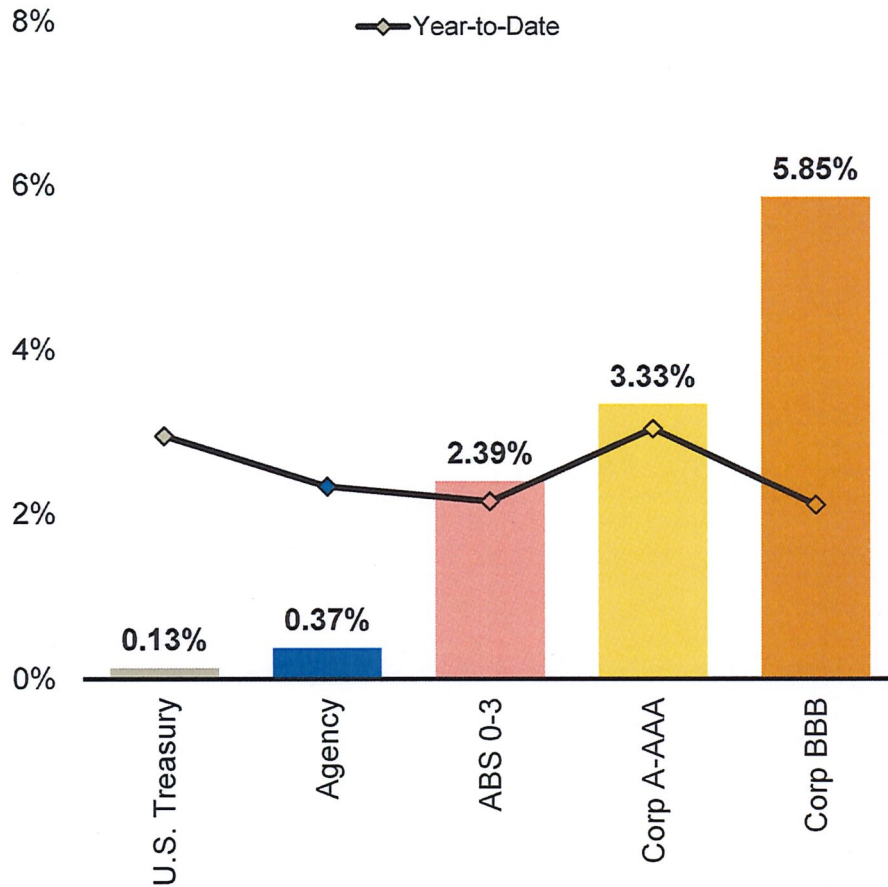
Asset-Backed Securities Yield Spreads



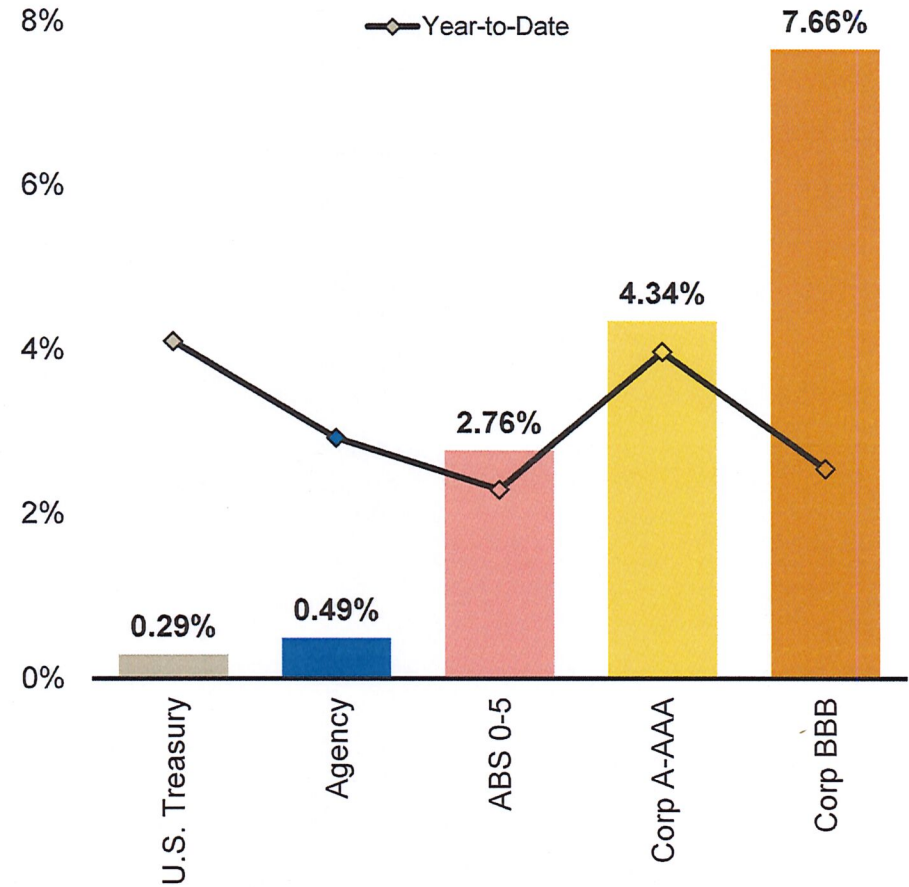
Source: ICE BofAML 1-5 year Indices via Bloomberg, MarketAxess, and PFM, as of 6/30/2020. Spreads on ABS and MBS are option-adjusted spreads of 0-5 year indices based on weighted average life; spreads on agencies are relative to comparable-maturity Treasuries. CMBS is Commercial Mortgage-Backed Securities.

Credit Outperforms in Second Quarter Due to Massive Spread Tightening

1-3 Year Indices Second Quarter Returns

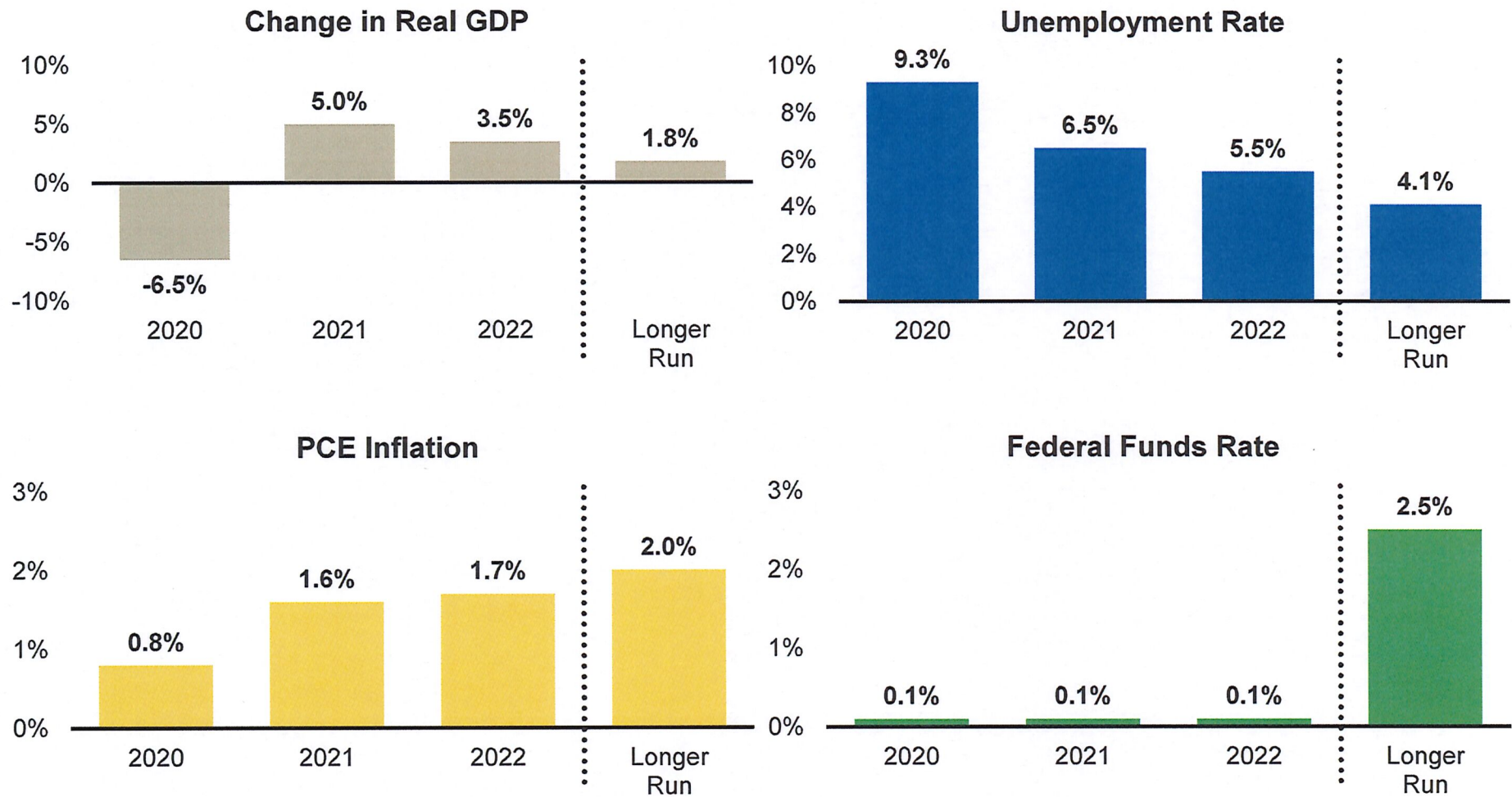


1-5 Year Indices Second Quarter Returns



Source: Bloomberg, as of 6/30/2020.

Fed's June Economic Projections Indicate Long Recovery Ahead



Source: Federal Reserve, economic projections as of June 2020.

Investment Strategy & Portfolio Review

Portfolio Recap

- Following the plunge in the U.S. Treasury yield curve during the first quarter, yields were relatively stable over the second quarter, leading to muted returns for Treasury indexes.
 - Yield spreads on all other asset classes retraced significantly from March's wide levels as unprecedented fiscal and monetary stimulus helped support the economy and financial markets.
 - In stark contrast to the first quarter, allocations to corporates, asset-backed securities (ABS) and mortgage-backed securities (MBS) were all strongly additive to performance in the second quarter.
- PFM's strategy for the second quarter encompassed the following:
 - We remained proactive in response to the market effects and uncertainty created by the pandemic. We continued to apply our strong credit process, reassessing every issuer for the short- and intermediate-term impact of the disrupted economy. As financial markets began to normalize during the second quarter, investment-grade issuers on PFM's approved issuer list were carefully vetted, with many issuers gradually reapproved.
 - The portfolio duration was maintained in line with the benchmark—a strategy consistent with high levels of market uncertainty as well as expectations that rates will remain low for a prolonged period. Our neutral duration strategy over the past 18 months has been an important element in sustaining performance as yields draw close to all-time lows.
 - We also increased liquidity within the portfolio by generally making larger allocations to U.S. Treasuries. As market conditions stabilized, we began to cautiously reallocate this excess liquidity into sectors and issuers that offered opportunities to safely enhance earnings.
 - Throughout much of the second quarter, yield spreads on federal agencies were wide and attractive, so we took this opportunity to add allocations back to the sector. As yields began to narrow back to pre-crisis lows, especially in maturities under three years, the portfolio benefited from incremental performance.
 - Both taxable and tax-exempt municipals generated positive excess returns for the quarter as the Fed implemented the Municipal Liquidity Facility to support issuance. This improved liquidity allayed investors' fears regarding public sector finances and triggered an increase in new supply, creating select opportunities to add high-quality issues to the portfolio where permitted.

Portfolio Recap - continued

- Investment grade corporate bonds faced a multitude of uncertainties heading into the second quarter as economies were shut down and companies contended with growing concerns around revenue, profitability, liquidity, and sustainability. Aggressive Fed actions calmed the credit markets and restored liquidity, leading to a sharp tightening of the wide yield spreads from March. This allowed companies to bring a record amount of new issuance to market.
 - A key element to our strategy during the second quarter was to cautiously maintain overall exposure to the credit sector, emphasizing issuers with strong balance sheets and limited overseas exposure.
 - This strategy benefited the portfolio significantly as investment grade corporates significantly outperformed Treasuries during the second quarter and mostly offset the negative underperformance experienced in the first quarter.
- Agency MBS allocations modestly fell over the quarter, largely the result of a significant uptick in home refinancing activity as mortgage rates fell to all-time lows.
 - The Fed's unlimited Treasury and agency MBS purchase program brought some stabilization to mortgage markets, although spreads are still higher than pre-crisis levels. We remained selective of the MBS sector due to concerns over the stability and timing of future principal payments.
- The ABS sector was challenged by many unknowns during the second quarter as high unemployment threatened consumers' ability to make timely payments on credit cards and car loans. The Fed revived a program from 2009 to provide financing to eligible ABS investors, boosting confidence in the sector. In addition, new deals were structured with increased credit enhancements.
 - PFM generally avoided new exposure to ABS during the quarter as risks and uncertainties appeared to outweigh the benefits. The outperformance of existing holdings boosted portfolio performance relative to benchmarks in the second half of the quarter.
- Short-term credit (negotiable CDs and commercial paper) spreads completely reversed the brief, crisis-induced sell-off in March which suppressed the value of most money market instruments. Allocations were reduced in favor of Treasury Bills whose yields ticked up on the back of huge issuance.

Sector Allocation & Compliance

- The portfolio is in compliance with the City's Investment Policy and the California Government Code.

Security Type	Market Value as of 6/30/20	% of Portfolio	% Change vs. 3/31/20	Permitted by Policy	In Compliance
U.S. Treasury	\$14,025,244	41.0%	-7.2%	100%	✓
Federal Agency	\$4,059,447	11.9%	8.1%	100%	✓
Agency CMOs	\$1,695,418	5.0%	-0.2%	100%	✓
Supranationals	\$355,636	1.0%	0.2%	30%	✓
Municipal	\$140,841	0.4%	0.4%	30%	✓
Asset-Backed Securities	\$2,398,675	7.0%	-1.0%	20%	✓
Negotiable CDs	\$1,963,756	5.7%	-1.8%	30%	✓
Corporate Notes	\$9,450,015	27.7%	1.9%	30%	✓
Securities Sub-Total	\$34,089,032	99.8%			
Accrued Interest	\$124,504				
Securities Total	\$34,213,535				
PFM Funds	\$77,481	0.2%	-0.3%	100%	✓
Total Investments	\$34,291,017	100.0%			

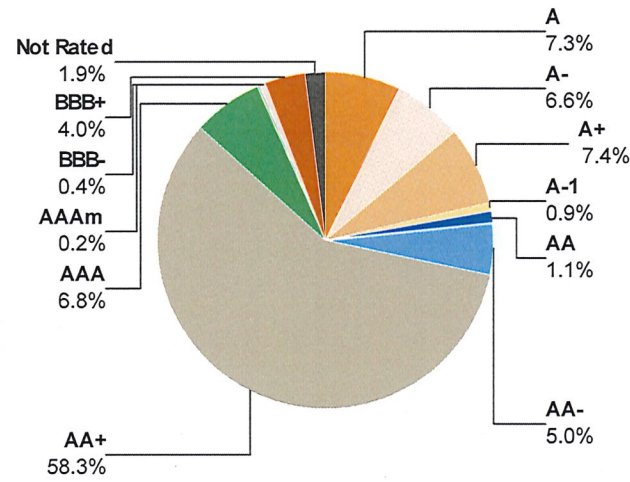
CAMP balance includes both short- and long-term accounts. Market values, excluding accrued interest. Detail may not add to total due to rounding.
Current investment policy as of June 25, 2015.

Portfolio Statistics

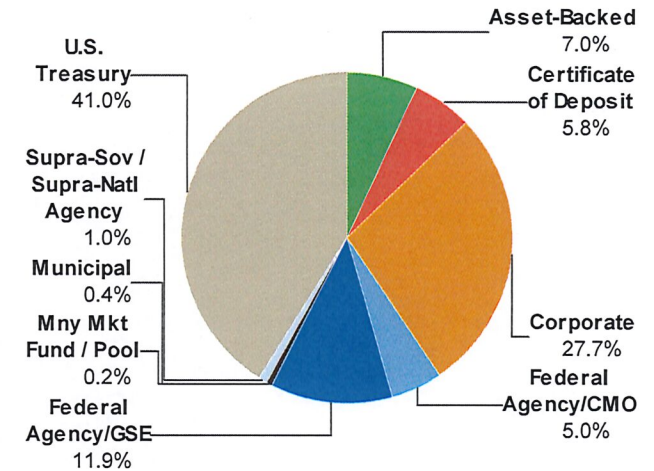
As of June 30, 2020

Par Value:	\$32,835,467
Total Market Value:	\$34,291,017
Security Market Value:	\$34,089,032
Accrued Interest:	\$124,504
Cash:	-
PFM Funds	\$77,481
Amortized Cost:	\$32,821,406
Yield at Market:	0.58%
Yield at Cost:	2.09%
Effective Duration:	2.62 Years
Average Maturity:	2.85 Years
Average Credit: *	AA

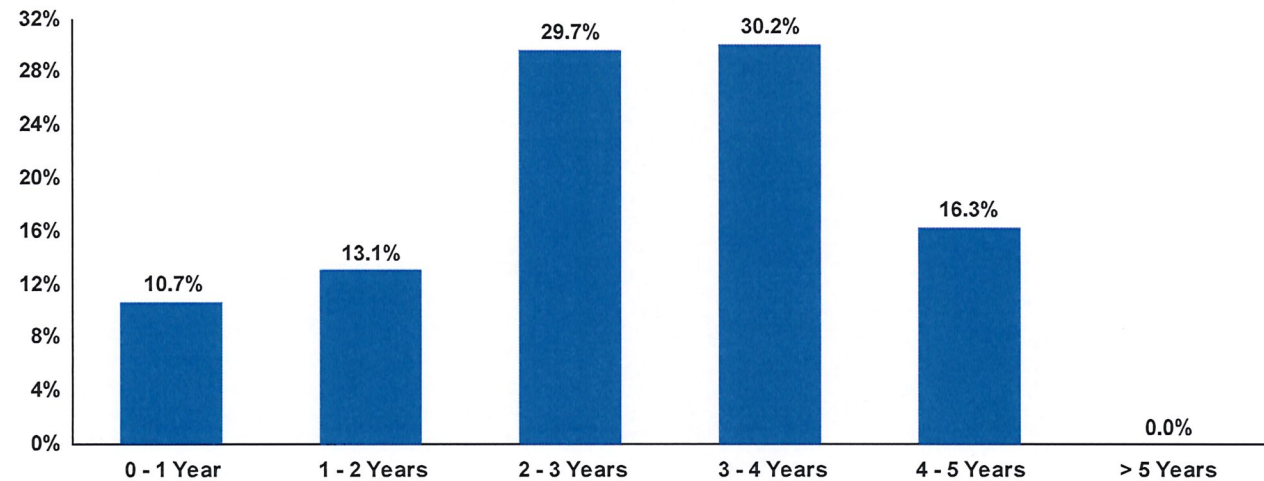
Credit Quality (S&P Ratings)**



Sector Allocation



Maturity Distribution

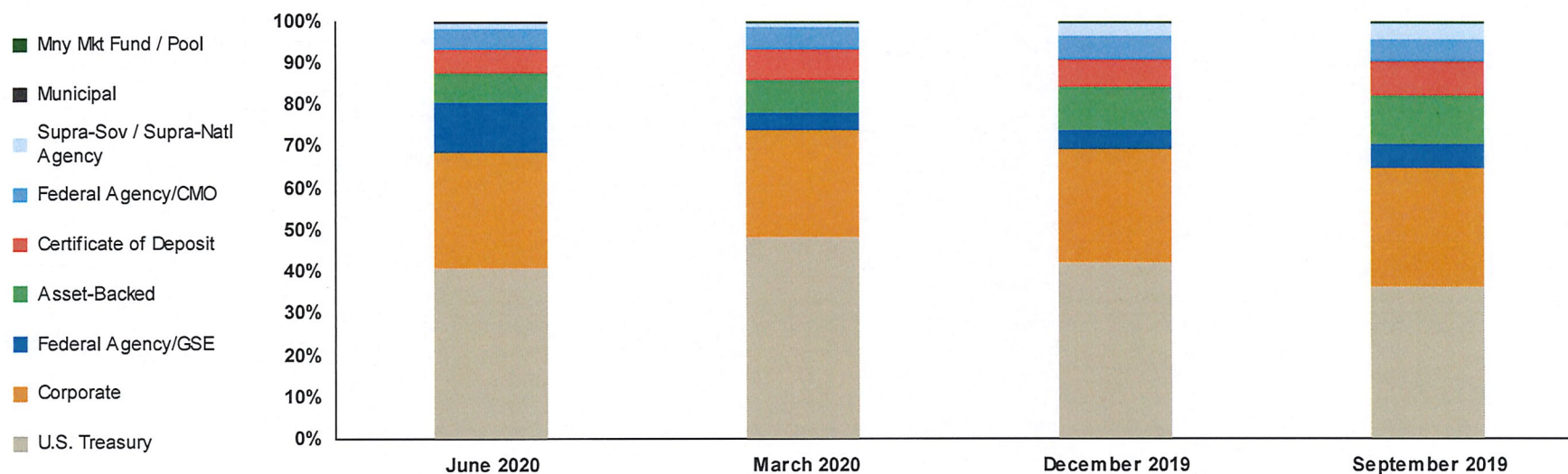


* An average of each security's credit rating assigned a numeric value and adjusted for its relative weighting in the portfolio.

** Securities held in the City's portfolio are in compliance with California Government Code and the City's investment policy dated June 25, 2015..

Sector Allocation

Sector	June 30, 2020		March 31, 2020		December 31, 2019		September 30, 2019	
	MV (\$MM)	% of Total	MV (\$MM)	% of Total	MV (\$MM)	% of Total	MV (\$MM)	% of Total
U.S. Treasury	14.0	41.0%	16.2	48.2%	13.8	42.0%	11.9	36.3%
Corporate	9.5	27.7%	8.7	25.7%	8.9	27.2%	9.3	28.6%
Federal Agency/GSE	4.1	11.9%	1.3	3.8%	1.5	4.7%	1.8	5.5%
Asset-Backed	2.4	7.0%	2.7	8.0%	3.4	10.4%	3.8	11.7%
Certificate of Deposit	2.0	5.8%	2.5	7.6%	2.2	6.7%	2.7	8.3%
Federal Agency/CMO	1.7	5.0%	1.7	5.2%	1.8	5.4%	1.7	5.3%
Supra-Sov / Supra-Natl Agency	0.4	1.0%	0.3	0.9%	1.0	3.0%	1.2	3.7%
Municipal	0.1	0.4%	0.0	0.0%	0.0	0.0%	0.0	0.0%
Mny Mkt Fund / Pool	0.1	0.2%	0.2	0.6%	0.2	0.6%	0.2	0.6%
Total	\$34.2	100.0%	\$33.6	100.0%	\$32.8	100.0%	\$32.7	100.0%

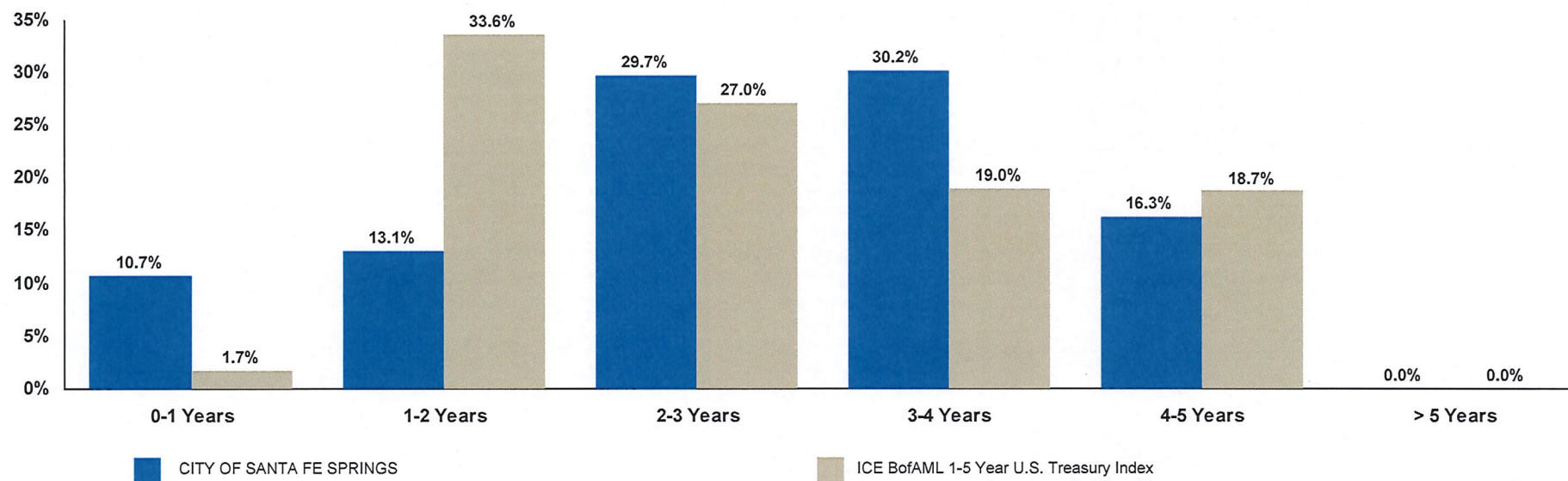


Detail may not add to total due to rounding.

Maturity Distribution

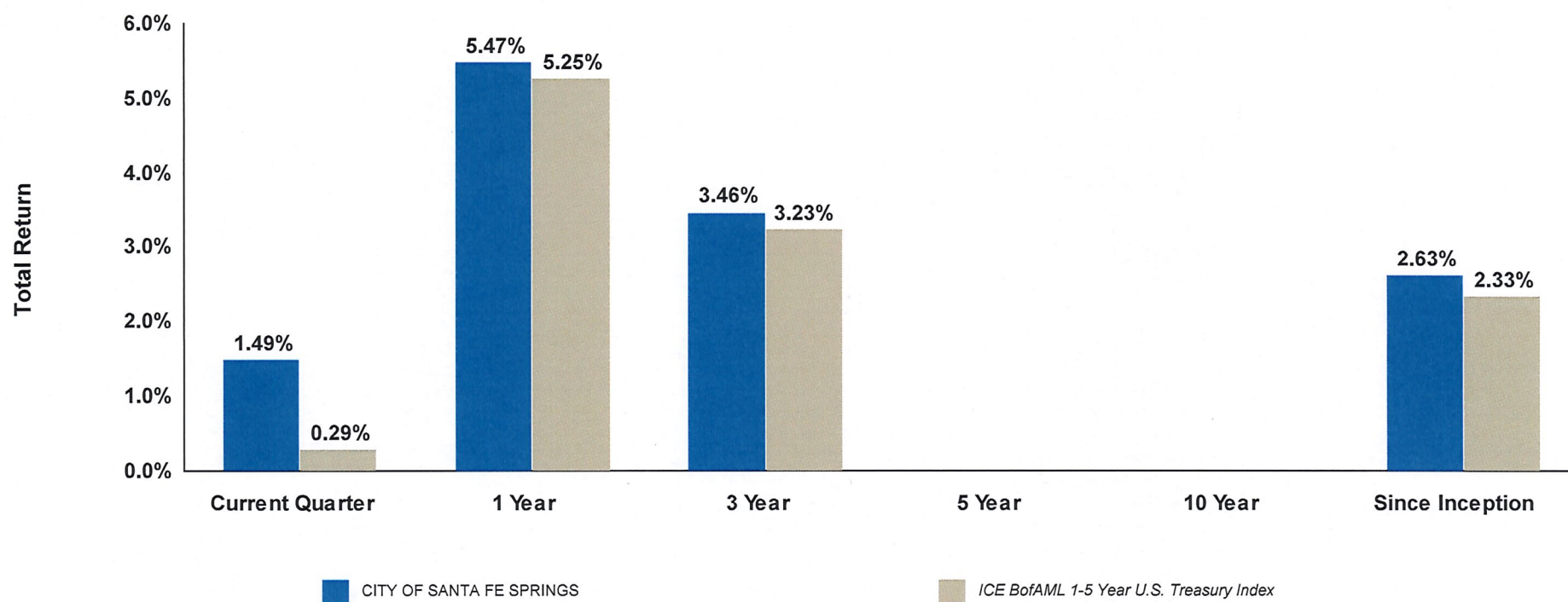
As of June 30, 2020

Portfolio/Benchmark	Yield at Market	Average Maturity	0-1 Years	1-2 Years	2-3 Years	3-4 Years	4-5 Years	>5 Years
CITY OF SANTA FE SPRINGS	0.58%	2.85 yrs	10.7%	13.1%	29.7%	30.2%	16.3%	0.0%
ICE BofAML 1-5 Year U.S. Treasury Index	0.19%	2.73 yrs	1.7%	33.6%	27.0%	19.0%	18.7%	0.0%



Portfolio Performance (Total Return)

Portfolio/Benchmark	Effective Duration	Current Quarter	1 Year	Annualized Return			
				3 Year	5 Year	10 Year	Since Inception (03/31/16) **
CITY OF SANTA FE SPRINGS	2.62	1.49%	5.47%	3.46%	-	-	2.63%
ICE BofAML 1-5 Year U.S. Treasury Index	2.58	0.29%	5.25%	3.23%	-	-	2.33%
Difference		1.20%	0.22%	0.23%	-	-	0.30%



Portfolio performance is gross of fees unless otherwise indicated. **Since Inception performance is not shown for periods less than one year.

Portfolio Earnings

Quarter-Ended June 30, 2020

	Market Value Basis	Accrual (Amortized Cost) Basis
Beginning Value (03/31/2020)	\$33,649,182.23	\$32,499,585.98
Net Purchases/Sales	\$201,528.94	\$201,528.94
Change in Value	\$315,801.95	\$120,291.03
Ending Value (06/30/2020)	\$34,166,513.12	\$32,821,405.95
Interest Earned	\$178,684.89	\$178,684.89
Portfolio Earnings	\$494,486.84	\$298,975.92

Fixed Income Sector Outlook – July 2020

Sector	Our Investment Preferences	Comments
COMMERCIAL PAPER / CD		<ul style="list-style-type: none"> Short-term credit spreads widened slightly in recent days as T-Bills rallied and more issuers re-entered the market after quarter-end.
TREASURIES		<ul style="list-style-type: none"> T-Bill yields remain a very attractive investment option, although yields have fallen several basis points across the curve. Treasury yields remain in a defined range. Short to intermediate maturities are anchored by the Fed Funds Rate near 0%. Longer maturities may see upward pressure from increased issuance, although Fed purchases provide support.
T-Bill		
T-Note		
FEDERAL AGENCIES		<ul style="list-style-type: none"> Bullet agency spreads continue to narrow but remain wider than pre-pandemic levels. While the spread curve has flattened as spreads have tightened, the 3s/5s spread curve still appears steep, making longer-maturity bullets attractive. New issue securities at concessions to the curve also represent good value. Callable spreads continue to march tighter vs like-maturity Treasuries but remain near the middle of the range YTD. Value remains on a structure-by-structure basis.
Bullets		
Callables		
SUPRANATIONALS		<ul style="list-style-type: none"> Supranational spreads tightened across the curve. Most secondary offerings are trading at lower spreads than GSEs, erasing much of the sector's relative value. Seasonality suggests light issuance during the summer that will pick up in the fall.
CORPORATES		<ul style="list-style-type: none"> Corporates recovered most of their first quarter underperformance during the second quarter, helped by the Fed's unprecedented support and signs of recovery in economic activity. We remain cautious regarding the sector, however, due to concerns around consumer finances and weak corporate balance sheets. The recent trend of rising coronavirus infections in parts of the country is worrying, and the presidential election and geopolitical tensions could be another source of market volatility.
Financials		
Industrials		
SECURITIZED		<ul style="list-style-type: none"> ABS yield spreads tightened but still offer some relative value to industrial corporate securities. Credit enhancements have increased in new ABS deals to offset increased concerns regarding consumer stress. The Fed reaffirmed its commitment "to support the smooth functioning" of the MBS market through its ongoing purchase program. However, prepayments may stay elevated over the near term as refinancings remain robust. Agency CMBS spreads continue to move lower as fear regarding renters' ability to pay has decreased to some degree. Spreads are still above historical averages.
Asset-Backed		
Agency Mortgage-Backed		
Agency CMBS		
MUNICIPALS		<ul style="list-style-type: none"> Taxable supply continues to come to market at attractive spreads. We remain focused on the largest issuers and cautious on many sub-sectors given the fiscal impact from COVID-19.

● Current outlook

○ Outlook one month ago

Negative

Slightly Negative

Neutral

Slightly Positive

Positive

Investment Strategy Outlook

- A cloud of uncertainty hangs over the U.S. and global economies entering the second half of 2020. Economic data has rebounded significantly from the April lows but remains well below pre-pandemic levels.
 - To recapture previous economic highs, it will be important that COVID-19 hotspots are contained so that public confidence can be restored. Considering these uncertainties, we plan on structuring portfolios to have neutral durations to their respective benchmarks.
- Our outlook for major investment grade sectors includes the following:
 - We plan to focus the majority of new federal agency purchases in maturities beyond three years as yield spreads on shorter maturities are now back near pre-pandemic levels. Some callable agencies also appear to have value given low yields and narrowing yield spreads.
 - Supranationals look expensive along most of the curve, although some shorter maturity issues offer decent yield pick-ups relative to agencies. New issues remain the preferred outlet for new allocations.
 - The investment grade corporate market should continue to benefit from Fed support moving into the third quarter. Yield spreads for shorter corporates are back to near pre-crisis levels, but the credit curve is relatively steep. As a result, longer maturity corporates appear attractive, as the “roll down” effect in the credit curve is back in play. We will continue our enhanced due diligence to track the progress of individual issuers as they navigate the recovery phase of the coronavirus pandemic.
 - ABS allocations are expected to remain stable. Liquidity has improved and spreads have narrowed due to Fed support. However, we continue to carefully follow consumer trends for signs of material deterioration in collateral performance.
 - The agency MBS sector continues to benefit from the Fed’s large-scale purchase program, which the central bank has signaled will continue in the coming months. However, near-term prepayment risk remains elevated in the low rate environment as refinancings remain robust. Allocations to the sector will likely be maintained, with additions focused on structures that mitigate prepayment risk.
 - While tax-exempt municipal spreads have narrowed to historical levels and are no longer attractive, taxable municipals appear to be one of the more attractive investment-grade sectors available for purchase. Value remains, and supply is expected to pick up over the coming months. As a result, we expect to add to the sector through participation in new issues.

Issuer Distribution

Issuer Distribution

As of June 30, 2020

Issuer	Market Value (\$)	% of Portfolio
UNITED STATES TREASURY	14,025,244	41.0%
FREDDIE MAC	3,143,205	9.2%
FANNIE MAE	2,275,018	6.7%
PFIZER INC	515,296	1.5%
TOYOTA MOTOR CORP	504,254	1.5%
UNITED PARCEL SERVICE INC	498,103	1.5%
PACCAR FINANCIAL CORP	366,859	1.1%
TRUIST FIN CORP	342,630	1.0%
3M COMPANY	338,070	1.0%
DNB ASA	337,422	1.0%
FEDERAL HOME LOAN BANKS	336,642	1.0%
THE WALT DISNEY CORPORATION	336,523	1.0%
SKANDINAVISKA ENSKILDA BANKEN AB	334,939	1.0%
NORDEA BANK AB	334,870	1.0%
AMERICAN EXPRESS CO	334,280	1.0%
CAPITAL ONE FINANCIAL CORP	333,824	1.0%
CREDIT AGRICOLE SA	327,409	1.0%
SOCIETE GENERALE	327,018	1.0%

Top 5 = 59.9%

Top 10 = 65.4%

Issuer	Market Value (\$)	% of Portfolio
GENERAL DYNAMICS CORP	323,442	1.0%
AMERICAN HONDA FINANCE	314,182	0.9%
US BANCORP	313,135	0.9%
WAL-MART STORES INC	312,356	0.9%
GOLDMAN SACHS GROUP INC	309,226	0.9%
JP MORGAN CHASE & CO	309,117	0.9%
MORGAN STANLEY	304,888	0.9%
DEERE & COMPANY	303,292	0.9%
SWEDBANK AB	302,098	0.9%
CITIGROUP INC	287,028	0.8%
VERIZON OWNER TRUST	281,999	0.8%
CATERPILLAR INC	276,939	0.8%
THE BANK OF NEW YORK MELLON CORPORATION	271,407	0.8%
MERCK & CO INC	269,328	0.8%
BANK OF AMERICA CO	268,766	0.8%
UNILEVER PLC	264,529	0.8%
NATIONAL RURAL UTILITIES CO FINANCE CORP	254,723	0.8%
FORD CREDIT AUTO OWNER TRUST	205,793	0.6%
VOLKSWAGEN OF AMERICA	204,696	0.6%
CHARLES SCHWAB	194,256	0.6%
COMCAST CORP	188,541	0.6%

Issuer	Market Value (\$)	% of Portfolio
INTL BANK OF RECONSTRUCTION AND DEV	179,607	0.5%
CARMAX AUTO OWNER TRUST	178,883	0.5%
INTER-AMERICAN DEVELOPMENT BANK	176,029	0.5%
NISSAN AUTO RECEIVABLES	169,206	0.5%
ALLY AUTO RECEIVABLES TRUST	153,234	0.5%
BOEING COMPANY	151,589	0.4%
VISA INC	150,857	0.4%
AMAZON.COM INC	149,904	0.4%
APPLE INC	141,360	0.4%
STATE OF CONNECTICUT	140,841	0.4%
MERCEDES-BENZ AUTO RECEIVABLES	133,761	0.4%
DISCOVER FINANCIAL SERVICES	129,155	0.4%
HERSHEY COMPANY	128,047	0.4%
GENERAL ELECTRIC CO	125,956	0.4%
HONDA AUTO RECEIVABLES	123,064	0.4%
GM FINANCIAL SECURITIZED TERM	112,196	0.3%
TEXAS INSTRUMENTS INC	101,538	0.3%
IBM CORP	101,377	0.3%
PROCTER & GAMBLE CO	85,432	0.3%
HOME DEPOT INC	78,659	0.2%
PFM FUNDS - GOVT SELECT, INSTL CL	77,481	0.2%

Issuer	Market Value (\$)	% of Portfolio
HARLEY-DAVIDSON MOTORCYCLE TRUST	76,734	0.2%
CHEVRON CORPORATION	76,243	0.2%
PEPSICO INC	75,678	0.2%
FORD CREDIT AUTO LEASE TRUST	72,790	0.2%
HONEYWELL INTERNATIONAL	67,258	0.2%
JOHNSON & JOHNSON	65,398	0.2%
NISSAN AUTO LEASE TRUST	60,812	0.2%
JOHN DEERE OWNER TRUST	43,541	0.1%
ADOBE INC	36,256	0.1%
GM FINANCIAL AUTO LEASING TRUST	32,282	0.1%
Grand Total:	34,166,513	100.0%

Portfolio Transactions

Quarterly Portfolio Transactions

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
INTEREST	4/1/20	4/1/20	65,000.00	06051GGS2	BANK OF AMERICA CORP (CALLABLE)	2.32%	10/1/21	756.60		
INTEREST	4/1/20	4/1/20	200,000.00	46647PBB1	JPMORGAN CHASE & CO BONDS	3.20%	4/1/23	3,207.00		
INTEREST	4/1/20	4/1/20	175,000.00	911312BP0	UNITED PARCEL SERVICE CORPORATE BOND	2.05%	4/1/21	1,793.75		
INTEREST	4/1/20	4/25/20	275,000.00	3137AWQH1	FHLMC MULTIFAMILY STRUCTURED P	2.30%	8/1/22	528.69		
INTEREST	4/1/20	4/25/20	169,231.73	3136ABPW7	FNA 2013-M1 A2	2.36%	8/1/22	387.27		
INTEREST	4/1/20	4/25/20	67,390.38	3137B5JL8	FHLMC MULTIFAMILY STRUCTURED P	2.66%	2/1/23	149.89		
INTEREST	4/1/20	4/25/20	118,791.00	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/22	225.70		
INTEREST	4/1/20	4/25/20	325,000.00	3137AVXN2	FHLMC MULTIFAMILY STRUCTURED P	2.35%	7/1/22	637.81		
INTEREST	4/1/20	4/25/20	160,000.00	3137BM6P6	FHLMC SERIES K721 A2	3.09%	8/1/22	412.00		
INTEREST	4/1/20	4/25/20	123,837.10	3136B1XP4	FNA 2018-M5 A2	3.56%	9/1/21	369.91		
INTEREST	4/1/20	4/25/20	94,336.59	3137FQ3V3	FHMS KJ27 A1	2.09%	7/25/24	164.46		
INTEREST	4/1/20	4/25/20	300,000.00	3137B1BS0	FHLMC MULTIFAMILY STRUCTURED P	2.51%	11/1/22	627.50		
INTEREST	4/1/20	4/25/20	75,311.95	3137FKK39	FHMS KP05 A	3.20%	7/1/23	201.02		
PAYDOWNS	4/1/20	4/25/20	7,581.38	3136ABPW7	FNA 2013-M1 A2	2.36%	8/1/22	7,581.38		0.00
PAYDOWNS	4/1/20	4/25/20	4,471.15	3137FKK39	FHMS KP05 A	3.20%	7/1/23	4,471.15		0.00
PAYDOWNS	4/1/20	4/25/20	1,955.01	3136B1XP4	FNA 2018-M5 A2	3.56%	9/1/21	1,955.01		0.00
PAYDOWNS	4/1/20	4/25/20	150.94	3137FQ3V3	FHMS KJ27 A1	2.09%	7/25/24	150.94		0.00
PAYDOWNS	4/1/20	4/25/20	1,818.37	3137B5JL8	FHLMC MULTIFAMILY STRUCTURED P	2.66%	2/1/23	1,818.37		0.00
PAYDOWNS	4/1/20	4/25/20	237.28	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/22	237.28		0.00
INTEREST	4/5/20	4/5/20	400,000.00	3135G0T45	FANNIE MAE NOTES	1.87%	4/5/22	3,750.00		

CITY OF SANTA FE SPRINGS

Portfolio Activity

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
INTEREST	4/6/20	4/6/20	320,000.00	22535CDV0	CREDIT AGRICOLE CIB NY CERT DEPOS	2.83%	4/1/22	9,257.24		
INTEREST	4/13/20	4/13/20	180,000.00	89236TEU5	TOYOTA MOTOR CREDIT CORP NOTES	2.95%	4/13/21	2,655.00		
INTEREST	4/15/20	4/15/20	100,000.00	14316LAC7	CARMX 2019-2 A3	2.68%	3/15/24	223.33		
INTEREST	4/15/20	4/15/20	158,045.07	65478DAD9	NAROT 2018-A A3	2.65%	5/15/22	349.02		
INTEREST	4/15/20	4/15/20	325,000.00	14041NFU0	COMET 2019-A2 A2	1.72%	8/15/24	465.83		
INTEREST	4/15/20	4/15/20	82,878.55	02007FAC9	ALLY ABS 2017-4 A3	1.75%	12/15/21	120.86		
INTEREST	4/15/20	4/15/20	65,411.93	65478HAD0	NAROT 2017-C A3	2.12%	4/15/22	115.56		
INTEREST	4/15/20	4/15/20	160,000.00	58772RAD6	MBART 2018-1 A3	3.03%	1/15/23	404.00		
INTEREST	4/15/20	4/15/20	27,240.96	47788BAD6	JOHN DEERE ABS 2017-B A3	1.82%	10/15/21	41.32		
INTEREST	4/15/20	4/15/20	75,000.00	14313FAD1	CARMAX AUTO OWNER TRUST	3.13%	6/15/23	195.62		
INTEREST	4/15/20	4/15/20	43,449.85	47788CAC6	JDOT 2018-A A3	2.66%	4/15/22	96.31		
INTEREST	4/15/20	4/15/20	100,514.09	02007YAC8	ALLYA 2017-5 A3	1.99%	3/15/22	166.69		
INTEREST	4/15/20	4/15/20	85,000.00	34531LAD2	FORDL 2018-B A3	3.19%	12/15/21	225.96		
INTEREST	4/15/20	4/15/20	120,193.19	89238KAD4	TAOT 2017-D A3	1.93%	1/15/22	193.31		
INTEREST	4/15/20	4/15/20	86,634.57	43811BAC8	HONDA ABS 2017-2 A3	1.68%	8/15/21	121.29		
INTEREST	4/15/20	4/15/20	60,000.00	65479PAD1	NALT 2019-A A3	2.76%	3/15/22	138.00		
INTEREST	4/15/20	4/15/20	200,000.00	34533FAD3	FORDO 2019-A A3	2.78%	9/15/23	463.33		
INTEREST	4/15/20	4/15/20	75,000.00	41284UAD6	HDMOT 2020-A A3	1.87%	10/15/24	116.87		
INTEREST	4/15/20	4/15/20	52,512.35	02007MAE0	ALLYA 2018-1 A3	2.35%	6/15/22	102.84		
INTEREST	4/15/20	4/15/20	125,000.00	254683CM5	DCENT 2019-A3 A	1.89%	10/15/24	196.88		
PAYDOWNS	4/15/20	4/15/20	4,080.35	47788CAC6	JDOT 2018-A A3	2.66%	4/15/22	4,080.35		0.00
PAYDOWNS	4/15/20	4/15/20	6,240.09	65478HAD0	NAROT 2017-C A3	2.12%	4/15/22	6,240.09		0.00

CITY OF SANTA FE SPRINGS

Portfolio Activity

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
PAYDOWNS	4/15/20	4/15/20	915.07	34531LAD2	FORDL 2018-B A3	3.19%	12/15/21	915.07		0.00
PAYDOWNS	4/15/20	4/15/20	13,315.20	02007FAC9	ALLY ABS 2017-4 A3	1.75%	12/15/21	13,315.20		0.00
PAYDOWNS	4/15/20	4/15/20	12,445.16	02007YAC8	ALLYA 2017-5 A3	1.99%	3/15/22	12,445.16		0.00
PAYDOWNS	4/15/20	4/15/20	14,071.45	65478DAD9	NAROT 2018-A A3	2.65%	5/15/22	14,071.45		0.00
PAYDOWNS	4/15/20	4/15/20	5,750.05	47788BAD6	JOHN DEERE ABS 2017-B A3	1.82%	10/15/21	5,750.05		0.00
PAYDOWNS	4/15/20	4/15/20	10,434.01	58772RAD6	MBART 2018-1 A3	3.03%	1/15/23	10,434.01		0.00
PAYDOWNS	4/15/20	4/15/20	5,400.86	02007MAE0	ALLYA 2018-1 A3	2.35%	6/15/22	5,400.86		0.00
PAYDOWNS	4/15/20	4/15/20	12,363.51	89238KAD4	TAOT 2017-D A3	1.93%	1/15/22	12,363.51		0.00
PAYDOWNS	4/15/20	4/15/20	11,919.63	43811BAC8	HONDA ABS 2017-2 A3	1.68%	8/15/21	11,919.63		0.00
INTEREST	4/16/20	4/16/20	125,000.00	36255JAD6	GMCAR 2018-3 A3	3.02%	5/16/23	314.58		
PAYDOWNS	4/16/20	4/16/20	2,377.92	36255JAD6	GMCAR 2018-3 A3	3.02%	5/16/23	2,377.92		0.00
BUY	4/17/20	4/20/20	625,000.00	3137EAEQ8	FREDDIE MAC NOTES	0.37%	4/20/23	(623,437.50)	0.46%	
SELL	4/17/20	4/20/20	125,000.00	912828H86	US TREASURY NOTES	1.50%	1/31/22	128,258.77		2,708.08
SELL	4/17/20	4/20/20	395,000.00	912828V72	US TREASURY NOTES	1.87%	1/31/22	408,338.88		10,296.38
BUY	4/17/20	4/24/20	175,000.00	4581X0DM7	INTER-AMERICAN DEVEL BK CORPORATE NOTES	0.50%	5/24/23	(174,940.50)	0.51%	
INTEREST	4/18/20	4/18/20	110,132.86	43814PAC4	HAROT 2017-3 A3	1.79%	9/18/21	164.28		
PAYDOWNS	4/18/20	4/18/20	14,156.50	43814PAC4	HAROT 2017-3 A3	1.79%	9/18/21	14,156.50		0.00
INTEREST	4/19/20	4/19/20	200,000.00	06051GFW4	BANK OF AMERICA CORP NOTE	2.62%	4/19/21	2,625.00		
INTEREST	4/20/20	4/20/20	175,000.00	92348AAA3	VZOT 2019-C A1A	1.94%	4/22/24	282.92		
INTEREST	4/20/20	4/20/20	46,154.64	36256GAD1	GMALT 2018-3 A3	3.18%	6/20/21	122.31		
INTEREST	4/20/20	4/20/20	100,000.00	92348TAA2	VZOT 2020-A A1A	1.85%	7/22/24	154.17		
INTEREST	4/20/20	4/20/20	200,000.00	92869BAD4	VALET 2018-2 A3	3.25%	4/20/23	541.67		

CITY OF SANTA FE SPRINGS

Portfolio Activity

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
PAYDOWNS	4/20/20	4/20/20	5,907.68	36256GAD1	GMALT 2018-3 A3	3.18%	6/20/21	5,907.68		0.00
INTEREST	4/21/20	4/21/20	300,000.00	61746BEA0	MORGAN STANLEY CORP NOTES	2.50%	4/21/21	3,750.00		
BUY	4/22/20	4/24/20	290,000.00	3135G03U5	FANNIE MAE NOTES	0.62%	4/22/25	(289,402.60)	0.67%	
SELL	4/22/20	4/24/20	75,000.00	912828H86	US TREASURY NOTES	1.50%	1/31/22	76,955.91		1,613.65
SELL	4/22/20	4/24/20	270,000.00	912828W89	US TREASURY NOTES	1.87%	3/31/22	278,938.22		9,583.64
SELL	4/22/20	4/24/20	250,000.00	912828W89	US TREASURY NOTES	1.87%	3/31/22	258,276.13		8,984.97
INTEREST	4/23/20	4/23/20	85,000.00	742718FA2	THE PROCTER & GAMBLE CO CORP NOTES	1.90%	10/23/20	807.50		
INTEREST	4/24/20	4/24/20	110,000.00	06406RAL1	BANK OF NY MELLON CORP	2.10%	10/24/24	1,155.00		
INTEREST	4/26/20	4/26/20	305,000.00	38141GWC4	GOLDMAN SACHS GROUP INC (CALLABLE) NOTE	3.00%	4/26/22	4,575.00		
INTEREST	4/27/20	4/27/20	275,000.00	172967LQ2	CITIGROUP INC CORP NOTES	2.70%	10/27/22	3,712.50		
BUY	4/29/20	5/1/20	75,000.00	713448EY0	PEPSICO INC CORPORATE NOTES	0.75%	5/1/23	(74,851.50)	0.82%	
INTEREST	4/30/20	4/30/20	300,000.00	912828X70	US TREASURY N/B NOTES	2.00%	4/30/24	3,000.00		
INTEREST	4/30/20	4/30/20	925,000.00	912828YM6	UNITED STATES TREASURY NOTES	1.50%	10/31/24	6,937.50		
INTEREST	5/1/20	5/1/20	50,000.00	097023CG8	BOEING CO CORP NOTE	2.70%	5/1/22	675.00		
INTEREST	5/1/20	5/25/20	118,553.72	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/22	289.82		
INTEREST	5/1/20	5/25/20	94,185.65	3137FQ3V3	FHMS KJ27 A1	2.09%	7/25/24	214.96		
INTEREST	5/1/20	5/25/20	275,000.00	3137AWQH1	FHLMC MULTIFAMILY STRUCTURED P	2.30%	8/1/22	528.69		
INTEREST	5/1/20	5/25/20	325,000.00	3137AVXN2	FHLMC MULTIFAMILY STRUCTURED P	2.35%	7/1/22	637.81		
INTEREST	5/1/20	5/25/20	160,000.00	3137BM6P6	FHLMC SERIES K721 A2	3.09%	8/1/22	412.00		
INTEREST	5/1/20	5/25/20	121,882.09	3136B1XP4	FNA 2018-M5 A2	3.56%	9/1/21	385.64		
INTEREST	5/1/20	5/25/20	161,650.35	3136ABPW7	FNA 2013-M1 A2	2.36%	8/1/22	322.94		
INTEREST	5/1/20	5/25/20	70,840.80	3137FKK39	FHMS KP05 A	3.20%	7/1/23	189.09		

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Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
INTEREST	5/1/20	5/25/20	65,572.01	3137B5JL8	FHLMC MULTIFAMILY STRUCTURED P	2.66%	2/1/23	145.84		
INTEREST	5/1/20	5/25/20	300,000.00	3137B1BS0	FHLMC MULTIFAMILY STRUCTURED P	2.51%	11/1/22	627.50		
PAYDOWNS	5/1/20	5/25/20	131.86	3137FKK39	FHMS KP05 A	3.20%	7/1/23	131.86		0.00
PAYDOWNS	5/1/20	5/25/20	665.92	3136ABPW7	FNA 2013-M1 A2	2.36%	8/1/22	665.92		0.00
PAYDOWNS	5/1/20	5/25/20	2,174.19	3137FQ3V3	FHMS KJ27 A1	2.09%	7/25/24	2,174.19		0.00
PAYDOWNS	5/1/20	5/25/20	1,933.94	3137B5JL8	FHLMC MULTIFAMILY STRUCTURED P	2.66%	2/1/23	1,933.94		0.00
PAYDOWNS	5/1/20	5/25/20	9,877.32	3136B1XP4	FNA 2018-M5 A2	3.56%	9/1/21	9,877.32		0.00
PAYDOWNS	5/1/20	5/25/20	5,804.87	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/22	5,804.87		0.00
BUY	5/4/20	5/11/20	140,000.00	037833DV9	APPLE INC CORPORATE NOTES	0.75%	5/11/23	(139,619.20)	0.84%	
BUY	5/5/20	5/7/20	590,000.00	3137EAER6	FREDDIE MAC NOTES	0.37%	5/5/23	(589,752.20)	0.39%	
SELL	5/5/20	5/7/20	600,000.00	912828XG0	US TREASURY N/B NOTES	2.12%	6/30/22	629,280.40		33,506.63
BUY	5/7/20	5/11/20	170,000.00	20030NCR0	COMCAST CORP CORPORATE NOTES	3.70%	4/15/24	(186,704.58)	1.20%	
BUY	5/7/20	5/11/20	75,000.00	166764BV1	CHEVRON CORP CORPORATE NOTES	1.14%	5/11/23	(75,000.00)	1.14%	
SELL	5/8/20	5/11/20	240,000.00	9128282P4	US TREASURY NOTES	1.87%	7/31/22	250,473.63		9,853.11
INTEREST	5/10/20	5/10/20	65,000.00	478160CH5	JOHNSON & JOHNSON CORP NOTE	1.95%	11/10/20	633.75		
INTEREST	5/10/20	5/10/20	100,000.00	69371RP83	PACCAR FINANCIAL CORP CORP NOTES	2.65%	5/10/22	1,325.00		
INTEREST	5/13/20	5/13/20	85,000.00	69371RN85	PACCAR FINANCIAL CORP NOTES	2.05%	11/13/20	871.25		
INTEREST	5/15/20	5/15/20	84,084.93	34531LAD2	FORDL 2018-B A3	3.19%	12/15/21	223.53		
INTEREST	5/15/20	5/15/20	107,829.68	89238KAD4	TAOT 2017-D A3	1.93%	1/15/22	173.43		
INTEREST	5/15/20	5/15/20	60,000.00	65479PAD1	NALT 2019-A A3	2.76%	3/15/22	138.00		
INTEREST	5/15/20	5/15/20	143,973.62	65478DAD9	NAROT 2018-A A3	2.65%	5/15/22	317.94		
INTEREST	5/15/20	5/15/20	21,490.91	47788BAD6	JOHN DEERE ABS 2017-B A3	1.82%	10/15/21	32.59		

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Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
INTEREST	5/15/20	5/15/20	47,111.49	02007MAE0	ALLYA 2018-1 A3	2.35%	6/15/22	92.26		
INTEREST	5/15/20	5/15/20	225,000.00	912828VB3	US TREASURY NOTES	1.75%	5/15/23	1,968.75		
INTEREST	5/15/20	5/15/20	75,000.00	41284UAD6	HDMOT 2020-A A3	1.87%	10/15/24	116.87		
INTEREST	5/15/20	5/15/20	149,565.99	58772RAD6	MBART 2018-1 A3	3.03%	1/15/23	377.65		
INTEREST	5/15/20	5/15/20	59,171.84	65478HAD0	NAROT 2017-C A3	2.12%	4/15/22	104.54		
INTEREST	5/15/20	5/15/20	125,000.00	427866BA5	HERSHEY COMPANY CORP NOTES	3.10%	5/15/21	1,937.50		
INTEREST	5/15/20	5/15/20	300,000.00	369550BD9	GENERAL DYNAMICS CORP NOTES	3.37%	5/15/23	5,062.50		
INTEREST	5/15/20	5/15/20	75,000.00	14313FAD1	CARMAX AUTO OWNER TRUST	3.13%	6/15/23	195.62		
INTEREST	5/15/20	5/15/20	200,000.00	34533FAD3	FORDO 2019-A A3	2.78%	9/15/23	463.33		
INTEREST	5/15/20	5/15/20	100,000.00	14316LAC7	CARMX 2019-2 A3	2.68%	3/15/24	223.33		
INTEREST	5/15/20	5/15/20	125,000.00	254683CM5	DCENT 2019-A3 A	1.89%	10/15/24	196.88		
INTEREST	5/15/20	5/15/20	39,369.50	47788CAC6	JDOT 2018-A A3	2.66%	4/15/22	87.27		
INTEREST	5/15/20	5/15/20	88,068.93	02007YAC8	ALLYA 2017-5 A3	1.99%	3/15/22	146.05		
INTEREST	5/15/20	5/15/20	69,563.35	02007FAC9	ALLY ABS 2017-4 A3	1.75%	12/15/21	101.45		
INTEREST	5/15/20	5/15/20	74,714.94	43811BAC8	HONDA ABS 2017-2 A3	1.68%	8/15/21	104.60		
INTEREST	5/15/20	5/15/20	325,000.00	14041NFU0	COMET 2019-A2 A2	1.72%	8/15/24	465.83		
PAYDOWNS	5/15/20	5/15/20	10,911.93	02007FAC9	ALLY ABS 2017-4 A3	1.75%	12/15/21	10,911.93		0.00
PAYDOWNS	5/15/20	5/15/20	4,263.80	34531LAD2	FORDL 2018-B A3	3.19%	12/15/21	4,263.80		0.00
PAYDOWNS	5/15/20	5/15/20	4,586.77	02007MAE0	ALLYA 2018-1 A3	2.35%	6/15/22	4,586.77		0.00
PAYDOWNS	5/15/20	5/15/20	11,002.33	43811BAC8	HONDA ABS 2017-2 A3	1.68%	8/15/21	11,002.33		0.00
PAYDOWNS	5/15/20	5/15/20	10,760.12	89238KAD4	TAOT 2017-D A3	1.93%	1/15/22	10,760.12		0.00
PAYDOWNS	5/15/20	5/15/20	12,074.91	65478DAD9	NAROT 2018-A A3	2.65%	5/15/22	12,074.91		0.00

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Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
PAYDOWNS	5/15/20	5/15/20	11,028.12	02007YAC8	ALLYA 2017-5 A3	1.99%	3/15/22	11,028.12		0.00
PAYDOWNS	5/15/20	5/15/20	5,502.74	65478HAD0	NAROT 2017-C A3	2.12%	4/15/22	5,502.74		0.00
PAYDOWNS	5/15/20	5/15/20	6,160.70	47788BAD6	JOHN DEERE ABS 2017-B A3	1.82%	10/15/21	6,160.70		0.00
PAYDOWNS	5/15/20	5/15/20	4,846.12	47788CAC6	JDOT 2018-A A3	2.66%	4/15/22	4,846.12		0.00
PAYDOWNS	5/15/20	5/15/20	8,668.89	58772RAD6	MBART 2018-1 A3	3.03%	1/15/23	8,668.89		0.00
INTEREST	5/16/20	5/16/20	150,000.00	06406RAC1	BANK OF NY MELLON CORP NOTES	2.66%	5/16/23	1,995.75		
INTEREST	5/16/20	5/16/20	310,000.00	911312BC9	UNITED PARCEL SERVICE (CALLABLE) NOTES	2.35%	5/16/22	3,642.50		
INTEREST	5/16/20	5/16/20	122,622.08	36255JAD6	GMCAR 2018-3 A3	3.02%	5/16/23	308.60		
PAYDOWNS	5/16/20	5/16/20	5,495.33	36255JAD6	GMCAR 2018-3 A3	3.02%	5/16/23	5,495.33		0.00
INTEREST	5/17/20	5/17/20	200,000.00	025816BU2	AMERICAN EXPRESS CO	3.37%	5/17/21	3,375.00		
INTEREST	5/18/20	5/18/20	300,000.00	87019U6D6	SWEDBANK (NEW YORK) CERT DEPOS	2.27%	11/16/20	3,442.83		
INTEREST	5/18/20	5/18/20	95,976.36	43814PAC4	HAROT 2017-3 A3	1.79%	9/18/21	143.16		
INTEREST	5/18/20	5/18/20	75,000.00	14913Q3C1	CATERPILLAR FINL SERVICE	1.95%	11/18/22	507.81		
PAYDOWNS	5/18/20	5/18/20	12,520.01	43814PAC4	HAROT 2017-3 A3	1.79%	9/18/21	12,520.01		0.00
BUY	5/19/20	5/27/20	100,000.00	46647PBQ8	JPMORGAN CHASE & CO CORPORATE NOTES	1.51%	6/1/24	(100,000.00)	1.51%	
INTEREST	5/20/20	5/20/20	175,000.00	92348AAA3	VZOT 2019-C A1A	1.94%	4/22/24	282.92		
INTEREST	5/20/20	5/20/20	40,246.96	36256GAD1	GMALT 2018-3 A3	3.18%	6/20/21	106.65		
INTEREST	5/20/20	5/20/20	125,000.00	025816CD9	AMERICAN EXPRESS CO	2.75%	5/20/22	1,718.75		
INTEREST	5/20/20	5/20/20	100,000.00	92348TAA2	VZOT 2020-A A1A	1.85%	7/22/24	154.17		
INTEREST	5/20/20	5/20/20	200,000.00	92869BAD4	VALET 2018-2 A3	3.25%	4/20/23	541.67		
PAYDOWNS	5/20/20	5/20/20	3,477.70	36256GAD1	GMALT 2018-3 A3	3.18%	6/20/21	3,477.70		0.00
BUY	5/20/20	5/22/20	675,000.00	3135G04Q3	FANNIE MAE NOTES	0.25%	5/22/23	(672,968.25)	0.35%	

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Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
SELL	5/20/20	5/22/20	260,000.00	9128282P4	US TREASURY NOTES	1.87%	7/31/22	271,107.81		10,279.02
SELL	5/20/20	5/22/20	200,000.00	9128282S8	US TREASURY NOTES	1.62%	8/31/22	207,272.08		5,334.77
BUY	5/20/20	5/26/20	50,000.00	89236TGT6	TOYOTA MOTOR CREDIT CORP CORP NOTES	1.80%	2/13/25	(50,746.00)	1.58%	
BUY	5/20/20	5/26/20	20,000.00	89236TGT6	TOYOTA MOTOR CREDIT CORP CORP NOTES	1.80%	2/13/25	(20,298.40)	1.58%	
INTEREST	5/21/20	5/21/20	190,000.00	808513AW5	CHARLES SCHWAB CORP NOTES	3.25%	5/21/21	3,087.50		
INTEREST	5/24/20	5/24/20	175,000.00	4581X0DM7	INTER-AMERICAN DEVEL BK CORPORATE NOTES	0.50%	5/24/23	72.92		
BUY	5/29/20	6/11/20	35,000.00	20772KJU4	CT ST TXBL GO BONDS	2.50%	7/1/22	(35,588.70)	1.66%	
INTEREST	5/31/20	5/31/20	1,225,000.00	912828XT2	US TREASURY N/B NOTES	2.00%	5/31/24	12,250.00		
INTEREST	5/31/20	5/31/20	550,000.00	912828U57	US TREASURY NOTES	2.12%	11/30/23	5,843.75		
BUY	6/1/20	6/3/20	150,000.00	023135BP0	AMAZON.COM INC CORPORATE NOTES	0.40%	6/3/23	(149,790.00)	0.45%	
INTEREST	6/1/20	6/25/20	160,984.43	3136ABPW7	FNA 2013-M1 A2	2.36%	8/1/22	386.66		
INTEREST	6/1/20	6/25/20	63,638.07	3137B5JL8	FHLMC MULTIFAMILY STRUCTURED P	2.66%	2/1/23	141.54		
INTEREST	6/1/20	6/25/20	112,004.77	3136B1XP4	FNA 2018-M5 A2	3.56%	9/1/21	335.88		
INTEREST	6/1/20	6/25/20	300,000.00	3137B1BS0	FHLMC MULTIFAMILY STRUCTURED P	2.51%	11/1/22	627.50		
INTEREST	6/1/20	6/25/20	160,000.00	3137BM6P6	FHLMC SERIES K721 A2	3.09%	8/1/22	412.00		
INTEREST	6/1/20	6/25/20	70,708.94	3137FKK39	FHMS KP05 A	3.20%	7/1/23	188.73		
INTEREST	6/1/20	6/25/20	325,000.00	3137AVXN2	FHLMC MULTIFAMILY STRUCTURED P	2.35%	7/1/22	637.81		
INTEREST	6/1/20	6/25/20	92,011.46	3137FQ3V3	FHMS KJ27 A1	2.09%	7/25/24	160.41		
INTEREST	6/1/20	6/25/20	275,000.00	3137AWQH1	FHLMC MULTIFAMILY STRUCTURED P	2.30%	8/1/22	528.69		
INTEREST	6/1/20	6/25/20	112,748.85	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/22	258.04		
PAYDOWNS	6/1/20	6/25/20	5,913.98	3136ABPW7	FNA 2013-M1 A2	2.36%	8/1/22	5,913.98		0.00
PAYDOWNS	6/1/20	6/25/20	1,830.94	3137B5JL8	FHLMC MULTIFAMILY STRUCTURED P	2.66%	2/1/23	1,830.94		0.00

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PAYDOWNS	6/1/20	6/25/20	4,112.96	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/22	4,112.96		0.00
PAYDOWNS	6/1/20	6/25/20	150.64	3137FQ3V3	FHMS KJ27 A1	2.09%	7/25/24	150.64		0.00
PAYDOWNS	6/1/20	6/25/20	8,198.04	3137FKK39	FHMS KP05 A	3.20%	7/1/23	8,198.04		0.00
PAYDOWNS	6/1/20	6/25/20	2,513.69	3136B1XP4	FNA 2018-M5 A2	3.56%	9/1/21	2,513.69		0.00
INTEREST	6/2/20	6/2/20	325,000.00	23341VZT1	DNB BANK ASA/NY LT CD	2.04%	12/2/22	3,296.58		
SELL	6/2/20	6/3/20	115,000.00	459058GH0	INTL BANK OF RECONSTRUCTION AND DEV NOTE	2.75%	7/23/21	119,375.81		3,335.88
BUY	6/3/20	6/5/20	400,000.00	912828ZL7	US TREASURY N/B NOTES	0.37%	4/30/25	(400,021.74)	0.38%	
MATURITY	6/5/20	6/5/20	100,000.00	437076BQ4	HOME DEPOT INC CORP NOTES	1.80%	6/5/20	100,900.00		0.00
MATURITY	6/5/20	6/5/20	300,000.00	06417GU22	BANK OF NOVA SCOTIA HOUSTON CD	3.08%	6/5/20	304,620.00		0.00
INTEREST	6/8/20	6/8/20	305,000.00	3130A0F70	FEDERAL HOME LOAN BANKS NOTES	3.37%	12/8/23	5,146.88		
BUY	6/12/20	6/25/20	100,000.00	20772KKK4	CT ST T/E GO BONDS	2.00%	6/1/25	(105,097.00)	0.94%	
INTEREST	6/13/20	6/13/20	60,000.00	24422EVA4	JOHN DEERE CAPITAL CORP CORP NOTES	1.95%	6/13/22	585.00		
INTEREST	6/14/20	6/14/20	150,000.00	92826CAB8	VISA INC (CALLABLE) CORP NOTES	2.20%	12/14/20	1,650.00		
INTEREST	6/15/20	6/15/20	310,000.00	931142EA7	WAL-MART STORES INC CORP NOTE	1.90%	12/15/20	2,945.00		
INTEREST	6/15/20	6/15/20	77,040.81	02007YAC8	ALLYA 2017-5 A3	1.99%	3/15/22	127.76		
INTEREST	6/15/20	6/15/20	79,821.13	34531LAD2	FORDL 2018-B A3	3.19%	12/15/21	212.19		
INTEREST	6/15/20	6/15/20	131,898.71	65478DAD9	NAROT 2018-A A3	2.65%	5/15/22	291.28		
INTEREST	6/15/20	6/15/20	42,524.72	02007MAE0	ALLYA 2018-1 A3	2.35%	6/15/22	83.28		
INTEREST	6/15/20	6/15/20	140,897.10	58772RAD6	MBART 2018-1 A3	3.03%	1/15/23	355.77		
INTEREST	6/15/20	6/15/20	200,000.00	34533FAD3	FORDO 2019-A A3	2.78%	9/15/23	463.33		
INTEREST	6/15/20	6/15/20	63,712.61	43811BAC8	HONDA ABS 2017-2 A3	1.68%	8/15/21	89.20		
INTEREST	6/15/20	6/15/20	325,000.00	14041NFU0	COMET 2019-A2 A2	1.72%	8/15/24	465.83		

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INTEREST	6/15/20	6/15/20	97,069.56	89238KAD4	TAOT 2017-D A3	1.93%	1/15/22	156.12		
INTEREST	6/15/20	6/15/20	34,523.38	47788CAC6	JDOT 2018-A A3	2.66%	4/15/22	76.53		
INTEREST	6/15/20	6/15/20	75,000.00	41284UAD6	HDMOT 2020-A A3	1.87%	10/15/24	116.87		
INTEREST	6/15/20	6/15/20	58,651.42	02007FAC9	ALLY ABS 2017-4 A3	1.75%	12/15/21	85.53		
INTEREST	6/15/20	6/15/20	53,669.10	65478HAD0	NAROT 2017-C A3	2.12%	4/15/22	94.82		
INTEREST	6/15/20	6/15/20	125,000.00	254683CM5	DCENT 2019-A3 A	1.89%	10/15/24	196.88		
INTEREST	6/15/20	6/15/20	60,000.00	65479PAD1	NALT 2019-A A3	2.76%	3/15/22	138.00		
INTEREST	6/15/20	6/15/20	100,000.00	14316LAC7	CARMX 2019-2 A3	2.68%	3/15/24	223.33		
INTEREST	6/15/20	6/15/20	75,000.00	14313FAD1	CARMAX AUTO OWNER TRUST	3.13%	6/15/23	195.62		
INTEREST	6/15/20	6/15/20	15,330.21	47788BAD6	JOHN DEERE ABS 2017-B A3	1.82%	10/15/21	23.25		
PAYDOWNS	6/15/20	6/15/20	8,906.67	58772RAD6	MBART 2018-1 A3	3.03%	1/15/23	8,906.67		0.00
PAYDOWNS	6/15/20	6/15/20	4,374.34	02007MAE0	ALLYA 2018-1 A3	2.35%	6/15/22	4,374.34		0.00
PAYDOWNS	6/15/20	6/15/20	3,320.90	47788CAC6	JDOT 2018-A A3	2.66%	4/15/22	3,320.90		0.00
PAYDOWNS	6/15/20	6/15/20	11,295.10	43811BAC8	HONDA ABS 2017-2 A3	1.68%	8/15/21	11,295.10		0.00
PAYDOWNS	6/15/20	6/15/20	7,541.62	34531LAD2	FORDL 2018-B A3	3.19%	12/15/21	7,541.62		0.00
PAYDOWNS	6/15/20	6/15/20	813.28	14313FAD1	CARMAX AUTO OWNER TRUST	3.13%	6/15/23	813.28		0.00
PAYDOWNS	6/15/20	6/15/20	5,496.14	65478HAD0	NAROT 2017-C A3	2.12%	4/15/22	5,496.14		0.00
PAYDOWNS	6/15/20	6/15/20	10,237.17	02007YAC8	ALLYA 2017-5 A3	1.99%	3/15/22	10,237.17		0.00
PAYDOWNS	6/15/20	6/15/20	3,252.79	47788BAD6	JOHN DEERE ABS 2017-B A3	1.82%	10/15/21	3,252.79		0.00
PAYDOWNS	6/15/20	6/15/20	12,211.24	65478DAD9	NAROT 2018-A A3	2.65%	5/15/22	12,211.24		0.00
PAYDOWNS	6/15/20	6/15/20	10,824.19	89238KAD4	TAOT 2017-D A3	1.93%	1/15/22	10,824.19		0.00
PAYDOWNS	6/15/20	6/15/20	10,948.32	02007FAC9	ALLY ABS 2017-4 A3	1.75%	12/15/21	10,948.32		0.00

CITY OF SANTA FE SPRINGS

Portfolio Activity

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
INTEREST	6/16/20	6/16/20	117,126.75	36255JAD6	GMCAR 2018-3 A3	3.02%	5/16/23	294.77		
PAYDOWNS	6/16/20	6/16/20	6,863.71	36255JAD6	GMCAR 2018-3 A3	3.02%	5/16/23	6,863.71		0.00
INTEREST	6/18/20	6/18/20	83,456.35	43814PAC4	HAROT 2017-3 A3	1.79%	9/18/21	124.49		
PAYDOWNS	6/18/20	6/18/20	13,139.63	43814PAC4	HAROT 2017-3 A3	1.79%	9/18/21	13,139.63		0.00
INTEREST	6/20/20	6/20/20	175,000.00	92348AAA3	VZOT 2019-C A1A	1.94%	4/22/24	282.92		
INTEREST	6/20/20	6/20/20	36,769.26	36256GAD1	GMALT 2018-3 A3	3.18%	6/20/21	97.44		
INTEREST	6/20/20	6/20/20	100,000.00	92348TAA2	VZOT 2020-A A1A	1.85%	7/22/24	154.17		
INTEREST	6/20/20	6/20/20	200,000.00	92869BAD4	VALET 2018-2 A3	3.25%	4/20/23	541.67		
PAYDOWNS	6/20/20	6/20/20	4,656.81	36256GAD1	GMALT 2018-3 A3	3.18%	6/20/21	4,656.81		0.00
MATURITY	6/22/20	6/22/20	120,000.00	24422ETS8	JOHN DEERE CAPITAL CORP NOTES	1.95%	6/22/20	121,170.00		0.00
BUY	6/24/20	6/26/20	610,000.00	3137EAES4	FREDDIE MAC NOTES	0.25%	6/26/23	(608,218.80)	0.35%	
SELL	6/24/20	6/26/20	450,000.00	912828L57	US TREASURY NOTES	1.75%	9/30/22	467,709.82		20,442.87
SELL	6/25/20	6/26/20	300,000.00	06370REU9	BANK OF MONTREAL CHICAGO CERT DEPOS	3.19%	8/3/20	309,604.44		938.27
BUY	6/30/20	6/30/20	325,000.00	912828ZT0	US TREASURY N/B NOTES	0.25%	5/31/25	(324,939.65)	0.26%	
INTEREST	6/30/20	6/30/20	725,000.00	9128286Z8	UNITED STATES TREASURY NOTES	1.75%	6/30/24	6,343.75		
INTEREST	6/30/20	6/30/20	1,600,000.00	9128285U0	US TREASURY N/B	2.62%	12/31/23	21,000.00		
INTEREST	6/30/20	6/30/20	1,050,000.00	912828V23	US TREASURY NOTES	2.25%	12/31/23	11,812.50		
INTEREST	6/30/20	6/30/20	500,000.00	9128284U1	US TREASURY N/B NOTES	2.62%	6/30/23	6,562.50		
TOTALS								(102,836.38)		116,877.27

Portfolio Holdings

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY NOTES DTD 09/30/2015 1.750% 09/30/2022	912828L57	175,000.00	AA+	Aaa	1/2/2018	1/3/2018	171,247.07	2.23	769.81	173,220.01	181,207.04
UNITED STATES TREASURY NOTES DTD 01/15/2020 1.500% 01/15/2023	912828Z29	200,000.00	AA+	Aaa	3/12/2020	3/18/2020	205,093.75	0.59	1,384.62	204,575.99	206,750.00
US TREASURY NOTES DTD 02/01/2016 1.750% 01/31/2023	912828P38	190,000.00	AA+	Aaa	1/2/2020	1/6/2020	190,779.30	1.61	1,388.46	190,656.25	197,689.07
US TREASURY NOTES DTD 02/01/2016 1.750% 01/31/2023	912828P38	1,000,000.00	AA+	Aaa	6/4/2018	6/6/2018	956,171.88	2.76	7,307.69	975,662.50	1,040,468.80
US TREASURY NOTES DTD 05/15/2013 1.750% 05/15/2023	912828VB3	225,000.00	AA+	Aaa	8/2/2019	8/5/2019	225,465.82	1.69	502.89	225,354.01	235,160.15
US TREASURY N/B NOTES DTD 07/02/2018 2.625% 06/30/2023	9128284U1	500,000.00	AA+	Aaa	7/3/2018	7/6/2018	496,816.41	2.76	35.67	498,086.35	536,562.50
UNITED STATES TREASURY NOTES DTD 08/31/2018 2.750% 08/31/2023	9128284X5	230,000.00	AA+	Aaa	9/12/2018	9/14/2018	228,867.97	2.86	2,114.06	229,277.80	248,615.62
US TREASURY NOTES DTD 08/31/2016 1.375% 08/31/2023	9128282D1	125,000.00	AA+	Aaa	6/28/2019	6/28/2019	123,095.70	1.76	574.47	123,556.48	129,726.56
UNITED STATES TREASURY NOTES DTD 08/31/2018 2.750% 08/31/2023	9128284X5	125,000.00	AA+	Aaa	9/5/2018	9/7/2018	124,887.70	2.77	1,148.95	124,928.63	135,117.19
UNITED STATES TREASURY NOTES DTD 08/31/2018 2.750% 08/31/2023	9128284X5	220,000.00	AA+	Aaa	9/20/2018	9/21/2018	217,989.06	2.95	2,022.15	218,712.11	237,806.25
US TREASURY NOTES DTD 10/01/2018 2.875% 09/30/2023	9128285D8	400,000.00	AA+	Aaa	10/31/2018	10/31/2018	398,046.88	2.98	2,890.71	398,709.53	434,750.00
US TREASURY NOTES DTD 10/01/2018 2.875% 09/30/2023	9128285D8	150,000.00	AA+	Aaa	11/2/2018	11/6/2018	148,863.28	3.04	1,084.02	149,246.42	163,031.25
US TREASURY NOTES DTD 11/30/2016 2.125% 11/30/2023	912828U57	550,000.00	AA+	Aaa	12/10/2018	12/11/2018	534,359.38	2.74	989.92	539,254.08	586,093.75
US TREASURY N/B DTD 12/31/2018 2.625% 12/31/2023	9128285U0	1,600,000.00	AA+	Aaa	1/29/2019	1/31/2019	1,605,500.00	2.55	114.13	1,603,915.88	1,735,249.92
US TREASURY NOTES DTD 01/03/2017 2.250% 12/31/2023	912828V23	1,050,000.00	AA+	Aaa	1/30/2019	1/31/2019	1,034,906.25	2.56	64.20	1,039,253.59	1,124,976.51

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY N/B NOTES DTD 01/31/2017 2.250% 01/31/2024	912828V80	125,000.00	AA+	Aaa	2/7/2019	2/11/2019	123,720.70	2.47	1,174.45	124,077.35	134,121.10
US TREASURY NOTES DTD 02/18/2014 2.750% 02/15/2024	912828B66	425,000.00	AA+	Aaa	3/1/2019	3/6/2019	428,303.71	2.58	4,398.87	427,420.65	463,980.49
US TREASURY N/B DTD 03/31/2017 2.125% 03/31/2024	912828W71	650,000.00	AA+	Aaa	4/1/2019	4/3/2019	644,337.89	2.31	3,471.99	645,750.31	696,312.50
US TREASURY N/B NOTES DTD 05/01/2017 2.000% 04/30/2024	912828X70	300,000.00	AA+	Aaa	5/1/2019	5/3/2019	296,167.97	2.27	1,010.87	297,060.85	320,343.75
US TREASURY N/B NOTES DTD 05/31/2017 2.000% 05/31/2024	912828XT2	1,225,000.00	AA+	Aaa	6/3/2019	6/5/2019	1,231,316.41	1.89	2,075.14	1,229,957.45	1,309,793.03
UNITED STATES TREASURY NOTES DTD 06/30/2019 1.750% 06/30/2024	9128286Z8	450,000.00	AA+	Aaa	7/1/2019	7/3/2019	448,980.47	1.80	21.40	449,183.93	477,281.25
UNITED STATES TREASURY NOTES DTD 06/30/2019 1.750% 06/30/2024	9128286Z8	275,000.00	AA+	Aaa	12/11/2019	12/12/2019	275,708.98	1.69	13.08	275,622.81	291,671.88
UNITED STATES TREASURY NOTES DTD 09/30/2019 1.500% 09/30/2024	912828YH7	500,000.00	AA+	Aaa	10/31/2019	11/4/2019	499,472.66	1.52	1,885.25	499,543.29	526,562.50
UNITED STATES TREASURY NOTES DTD 10/31/2019 1.500% 10/31/2024	912828YM6	575,000.00	AA+	Aaa	12/2/2019	12/4/2019	569,856.45	1.69	1,453.13	570,458.87	605,906.25
UNITED STATES TREASURY NOTES DTD 10/31/2019 1.500% 10/31/2024	912828YM6	350,000.00	AA+	Aaa	2/3/2020	2/5/2020	352,460.94	1.35	884.51	352,251.83	368,812.50
UNITED STATES TREASURY NOTES DTD 01/31/2020 1.375% 01/31/2025	912828Z52	100,000.00	AA+	Aaa	2/19/2020	2/20/2020	99,859.38	1.40	574.18	99,869.65	105,031.25
UNITED STATES TREASURY NOTES DTD 02/29/2020 1.125% 02/28/2025	912828ZC7	775,000.00	AA+	Aaa	3/2/2020	3/4/2020	785,837.89	0.84	2,914.15	785,130.04	805,878.95
US TREASURY N/B NOTES DTD 04/30/2020 0.375% 04/30/2025	912828ZL7	400,000.00	AA+	Aaa	6/3/2020	6/5/2020	399,875.00	0.38	252.72	399,876.82	401,750.00
US TREASURY N/B NOTES DTD 05/31/2020 0.250% 05/31/2025	912828ZT0	325,000.00	AA+	Aaa	6/30/2020	6/30/2020	324,873.05	0.26	68.44	324,873.12	324,593.75
Security Type Sub-Total		13,215,000.00					13,142,861.95	2.10	42,589.93	13,175,486.60	14,025,243.81

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Supra-National Agency Bond / Note											
INTL BANK OF RECONSTRUCTION AND DEV NOTE DTD 07/25/2018 2.750% 07/23/2021	459058GH0	175,000.00	AAA	Aaa	7/18/2018	7/25/2018	174,590.50	2.83	2,112.15	174,855.14	179,607.23
INTER-AMERICAN DEVEL BK CORPORATE NOTES DTD 04/24/2020 0.500% 05/24/2023	4581X0DM7	175,000.00	AAA	Aaa	4/17/2020	4/24/2020	174,940.50	0.51	89.93	174,944.10	176,029.18
Security Type Sub-Total		350,000.00					349,531.00	1.68	2,202.08	349,799.24	355,636.41
Municipal Bond / Note											
CT ST TXBL GO BONDS DTD 06/11/2020 2.500% 07/01/2022	20772KJU4	35,000.00	A	A1	5/29/2020	6/11/2020	35,588.70	1.66	48.61	35,573.00	36,042.65
CT ST T/E GO BONDS DTD 06/25/2020 2.000% 06/01/2025	20772KKK4	100,000.00	A	A1	6/12/2020	6/25/2020	105,097.00	0.94	33.33	105,080.03	104,798.00
Security Type Sub-Total		135,000.00					140,685.70	1.13	81.94	140,653.03	140,840.65
Federal Agency Collateralized Mortgage Obligation											
FNA 2018-M5 A2 DTD 04/01/2018 3.560% 09/01/2021	3136B1XP4	109,491.08	AA+	Aaa	4/11/2018	4/30/2018	111,668.95	2.93	324.82	110,253.33	110,830.83
FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.355% 07/01/2022	3137AVXN2	325,000.00	AA+	Aaa	8/14/2019	8/19/2019	328,960.94	1.92	637.81	327,761.69	333,740.08
FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.307% 08/01/2022	3137AWQH1	125,000.00	AA+	Aaa	9/4/2019	9/9/2019	126,845.70	1.78	240.31	126,328.83	129,010.52
FHLMC SERIES K721 A2 DTD 12/01/2015 3.090% 08/01/2022	3137BM6P6	160,000.00	AA+	Aaa	4/4/2018	4/9/2018	161,362.50	2.88	412.00	160,658.33	164,493.90
FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.307% 08/01/2022	3137AWQH1	150,000.00	AA+	Aaa	9/6/2019	9/11/2019	151,746.09	1.89	288.38	151,259.50	154,812.63
FNA 2013-M1 A2 DTD 01/01/2013 2.365% 08/01/2022	3136ABPW7	155,070.45	AA+	Aaa	9/10/2019	9/13/2019	156,263.76	2.09	305.57	155,932.85	157,527.53

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Collateralized Mortgage Obligation											
FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2013 2.510% 11/01/2022	3137B1BS0	300,000.00	AA+	Aaa	8/12/2019	8/15/2019	305,531.25	1.92	627.50	304,018.87	312,011.58
FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGQ4	108,635.89	AA+	Aaa	9/4/2019	9/9/2019	110,059.13	1.86	206.41	109,701.81	111,425.09
FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2013 2.669% 02/01/2023	3137B5JL8	61,807.13	AA+	Aaa	6/13/2018	6/18/2018	61,490.85	2.79	137.47	61,630.17	62,972.48
FHMS KP05 A DTD 12/01/2018 3.203% 07/01/2023	3137FKK39	62,510.90	AA+	Aaa	12/7/2018	12/17/2018	62,510.71	3.20	166.85	62,510.77	64,508.12
FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/25/2024	3137FQ3V3	91,860.82	AA+	Aaa	11/20/2019	11/26/2019	91,858.59	2.09	160.14	91,858.88	94,084.86
Security Type Sub-Total		1,649,376.27					1,668,298.47	2.17	3,507.26	1,661,915.03	1,695,417.62
Federal Agency Bond / Note											
FANNIE MAE NOTES DTD 04/10/2017 1.875% 04/05/2022	3135G0T45	400,000.00	AA+	Aaa	4/6/2017	4/10/2017	398,204.00	1.97	1,791.67	399,365.83	411,583.60
FREDDIE MAC NOTES DTD 04/20/2020 0.375% 04/20/2023	3137EAEQ8	625,000.00	AA+	Aaa	4/17/2020	4/20/2020	623,437.50	0.46	462.24	623,540.24	626,730.00
FREDDIE MAC NOTES DTD 05/07/2020 0.375% 05/05/2023	3137EAER6	590,000.00	AA+	Aaa	5/5/2020	5/7/2020	589,752.20	0.39	331.88	589,764.67	591,489.75
FANNIE MAE NOTES DTD 05/22/2020 0.250% 05/22/2023	3135G04Q3	675,000.00	AA+	Aaa	5/20/2020	5/22/2020	672,968.25	0.35	182.81	673,042.47	674,304.75
FREDDIE MAC NOTES DTD 06/26/2020 0.250% 06/26/2023	3137EAES4	610,000.00	AA+	Aaa	6/24/2020	6/26/2020	608,218.80	0.35	21.18	608,226.93	609,351.57
FEDERAL HOME LOAN BANKS NOTES DTD 12/09/2013 3.375% 12/08/2023	3130A0F70	305,000.00	AA+	Aaa	1/30/2019	1/31/2019	313,989.54	2.72	657.66	311,366.75	336,641.62
FANNIE MAE NOTES DTD 02/08/2019 2.500% 02/05/2024	3135G0V34	480,000.00	AA+	Aaa	2/7/2019	2/8/2019	478,214.40	2.58	4,866.67	478,712.96	516,904.80
FANNIE MAE NOTES DTD 04/24/2020 0.625% 04/22/2025	3135G03U5	290,000.00	AA+	Aaa	4/22/2020	4/24/2020	289,402.60	0.67	337.33	289,424.87	292,441.22

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Security Type Sub-Total		3,975,000.00					3,974,187.29	1.04	8,651.44	3,973,444.72	4,059,447.31
Corporate Note											
GENERAL ELECTRIC CAPITAL CORP CORP NOTE DTD 09/16/2010 4.375% 09/16/2020	36962G4R2	125,000.00	BBB+	Baa1	8/30/2017	8/31/2017	134,350.00	1.84	1,595.05	125,647.44	125,955.63
THE PROCTER & GAMBLE CO CORP NOTES DTD 10/25/2017 1.900% 10/23/2020	742718FA2	85,000.00	AA-	Aa3	10/23/2017	10/25/2017	84,869.95	1.95	305.06	84,986.45	85,432.48
JOHNSON & JOHNSON CORP NOTE DTD 11/10/2017 1.950% 11/10/2020	478160CH5	65,000.00	AAA	Aaa	11/8/2017	11/10/2017	64,930.45	1.99	179.56	64,991.62	65,398.06
PACCAR FINANCIAL CORP NOTES DTD 11/13/2017 2.050% 11/13/2020	69371RN85	85,000.00	A+	A1	11/6/2017	11/13/2017	84,992.35	2.05	232.33	84,999.06	85,516.04
VISA INC (CALLABLE) CORP NOTES DTD 12/14/2015 2.200% 12/14/2020	92826CAB8	150,000.00	AA-	Aa3	8/25/2017	8/30/2017	151,650.00	1.85	155.83	150,194.43	150,856.65
WAL-MART STORES INC CORP NOTE DTD 10/20/2017 1.900% 12/15/2020	931142EA7	310,000.00	AA	Aa2	10/11/2017	10/20/2017	309,550.50	1.95	261.78	309,934.84	312,355.69
BRANCH BANKING & TRUST (CALLABLE) NOTES DTD 10/26/2017 2.150% 02/01/2021	05531FAZ6	155,000.00	A-	A3	10/23/2017	10/26/2017	154,928.70	2.17	1,388.54	154,987.16	156,312.08
IBM CORP CORP NOTES DTD 02/06/2018 2.650% 02/05/2021	44932HAG8	100,000.00	A	A2	2/1/2018	2/6/2018	99,951.00	2.67	1,074.72	99,990.20	101,377.30
PACCAR FINANCIAL CORP NOTES DTD 02/27/2018 2.800% 03/01/2021	69371RN93	175,000.00	A+	A1	2/22/2018	2/27/2018	174,914.25	2.82	1,633.33	174,981.02	177,729.30
TEXAS INSTRUMENTS INC (CALLABLE) NOTE DTD 03/12/2014 2.750% 03/12/2021	882508AY0	100,000.00	A+	A1	4/27/2017	5/4/2017	102,279.00	2.13	832.64	100,373.23	101,538.20
CATERPILLAR FINANCIAL SERVICES CORP NOTE DTD 03/15/2018 2.900% 03/15/2021	14913Q2G3	100,000.00	A	A3	3/12/2018	3/15/2018	99,946.00	2.92	853.89	99,987.34	101,750.00
NATIONAL RURAL UTIL COOP NOTE DTD 02/26/2018 2.900% 03/15/2021	63743HER9	125,000.00	A	A2	2/21/2018	2/26/2018	124,861.25	2.94	1,067.36	124,967.96	127,027.38

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
UNILEVER CAPITAL CORP NOTES DTD 03/22/2018 2.750% 03/22/2021	904764AZ0	260,000.00	A+	A1	3/19/2018	3/22/2018	258,671.40	2.93	1,966.25	259,679.97	264,528.94
UNITED PARCEL SERVICE CORPORATE BOND DTD 11/14/2017 2.050% 04/01/2021	911312BP0	175,000.00	A-	A2	11/9/2017	11/14/2017	174,723.50	2.10	896.88	174,934.23	177,231.95
TOYOTA MOTOR CREDIT CORP NOTES DTD 04/13/2018 2.950% 04/13/2021	89236TEU5	180,000.00	A+	A1	4/10/2018	4/13/2018	179,928.00	2.96	1,150.50	179,981.21	183,129.66
BANK OF AMERICA CORP NOTE DTD 04/19/2016 2.625% 04/19/2021	06051GFW4	200,000.00	A-	A2	6/8/2017	6/13/2017	201,422.00	2.43	1,050.00	200,295.32	203,503.80
MORGAN STANLEY CORP NOTES DTD 04/21/2016 2.500% 04/21/2021	61746BEA0	200,000.00	BBB+	A3	6/8/2017	6/13/2017	200,510.00	2.43	972.22	200,106.49	203,258.40
MORGAN STANLEY CORP NOTES DTD 04/21/2016 2.500% 04/21/2021	61746BEA0	100,000.00	BBB+	A3	2/13/2018	2/15/2018	98,320.00	3.06	486.11	99,574.57	101,629.20
HERSHEY COMPANY CORP NOTES DTD 05/10/2018 3.100% 05/15/2021	427866BA5	125,000.00	A	A1	5/3/2018	5/10/2018	124,913.75	3.12	495.14	124,975.09	128,047.25
AMERICAN EXPRESS CO DTD 05/17/2018 3.375% 05/17/2021	025816BU2	200,000.00	BBB+	A3	5/14/2018	5/17/2018	199,966.00	3.38	825.00	199,990.07	204,605.60
CHARLES SCHWAB CORP NOTES DTD 05/22/2018 3.250% 05/21/2021	808513AW5	190,000.00	A	A2	5/17/2018	5/22/2018	189,994.30	3.25	686.11	189,998.31	194,256.00
BOEING CO NOTES DTD 07/31/2019 2.300% 08/01/2021	097023CL7	100,000.00	BBB-	Baa2	7/29/2019	7/31/2019	99,996.00	2.30	958.33	99,997.84	100,905.10
BRANCH BANKING & TRUST CORP NOTES DTD 06/05/2018 3.200% 09/03/2021	05531FBD4	55,000.00	A-	A3	5/31/2018	6/5/2018	54,934.55	3.24	576.89	54,976.33	56,645.93
AMERICAN HONDA FINANCE CORP NOTES DTD 09/09/2016 1.700% 09/09/2021	02665WBG5	310,000.00	A-	A3	9/9/2016	9/14/2016	307,882.70	1.84	1,639.56	309,494.22	314,181.90
3M COMPANY DTD 09/14/2018 3.000% 09/14/2021	88579YBA8	75,000.00	A+	A1	9/11/2018	9/14/2018	74,846.25	3.07	668.75	74,938.28	77,032.58

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
PFIZER INC CORP NOTE DTD 09/07/2018 3.000% 09/15/2021	717081EM1	185,000.00	AA-	A1	9/4/2018	9/7/2018	184,750.25	3.05	1,634.17	184,900.24	190,982.72
BANK OF AMERICA CORP (CALLABLE) DTD 09/18/2017 2.328% 10/01/2021	06051GGS2	65,000.00	A-	A2	9/13/2017	9/18/2017	65,000.00	2.33	378.30	65,000.00	65,261.89
JOHN DEERE CAPITAL CORP NOTES DTD 01/06/2017 2.650% 01/06/2022	24422ETL3	100,000.00	A	A2	3/10/2017	3/15/2017	99,559.00	2.75	1,288.19	99,861.03	103,252.80
NATIONAL RURAL UTIL COOP CORP NOTE DTD 02/05/2020 1.750% 01/21/2022	63743HET5	125,000.00	A	A2	1/22/2020	2/5/2020	124,890.00	1.79	887.15	124,912.58	127,695.13
HOME DEPOT INC DTD 12/06/2018 3.250% 03/01/2022	437076BV3	75,000.00	A	A2	11/27/2018	12/6/2018	74,794.50	3.34	812.50	74,894.20	78,659.40
US BANCORP (CALLABLE) NOTE DTD 03/02/2012 3.000% 03/15/2022	91159HHC7	300,000.00	A+	A1	6/8/2017	6/13/2017	309,087.00	2.32	2,650.00	303,160.23	313,135.20
GOLDMAN SACHS GROUP INC (CALLABLE) NOTE DTD 01/26/2017 3.000% 04/26/2022	38141GWC4	305,000.00	BBB+	A3	6/8/2017	6/13/2017	308,412.95	2.75	1,652.08	305,722.20	309,226.08
BOEING CO CORP NOTE DTD 05/02/2019 2.700% 05/01/2022	097023CG8	50,000.00	BBB-	Baa2	4/30/2019	5/2/2019	49,911.50	2.76	225.00	49,945.93	50,683.50
PACCAR FINANCIAL CORP CORP NOTES DTD 05/10/2019 2.650% 05/10/2022	69371RP83	100,000.00	A+	A1	5/3/2019	5/10/2019	99,946.00	2.67	375.42	99,966.59	103,613.70
UNITED PARCEL SERVICE (CALLABLE) NOTES DTD 05/16/2017 2.350% 05/16/2022	911312BC9	310,000.00	A-	A2	6/8/2017	6/13/2017	312,979.10	2.14	910.63	311,102.00	320,870.77
AMERICAN EXPRESS CO DTD 05/20/2019 2.750% 05/20/2022	025816CD9	125,000.00	BBB+	A3	5/15/2019	5/20/2019	124,850.00	2.79	391.49	124,905.84	129,674.38
JOHN DEERE CAPITAL CORP CORP NOTES DTD 09/12/2019 1.950% 06/13/2022	24422EVA4	60,000.00	A	A2	9/9/2019	9/12/2019	59,922.60	2.00	58.50	59,945.17	61,640.70
HONEYWELL INTERNATIONAL (CALLABLE) NOTE DTD 08/08/2019 2.150% 08/08/2022	438516BT2	65,000.00	A	A2	7/30/2019	8/8/2019	64,934.35	2.19	555.12	64,954.00	67,257.71

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
CATERPILLAR FINANCIAL SERVICES CORP NOTE DTD 09/06/2019 1.900% 09/06/2022	14913Q3A5	95,000.00	A	A3	9/3/2019	9/6/2019	94,867.95	1.95	576.60	94,903.97	97,730.40
CITIGROUP INC CORP NOTES DTD 10/27/2017 2.700% 10/27/2022	172967LQ2	275,000.00	BBB+	A3	12/31/2018	12/31/2018	265,102.75	3.72	1,320.00	268,987.92	287,027.95
CATERPILLAR FINL SERVICE DTD 01/13/2020 1.950% 11/18/2022	14913Q3C1	75,000.00	A	A3	1/9/2020	1/13/2020	74,965.50	1.97	174.69	74,971.14	77,458.65
ADOBE INC CORP NOTE DTD 02/03/2020 1.700% 02/01/2023	00724PAA7	35,000.00	A	A2	1/22/2020	2/3/2020	34,952.05	1.75	244.61	34,958.58	36,255.70
3M COMPANY CORP NOTES DTD 10/02/2017 2.250% 03/15/2023	88579YAX9	250,000.00	A+	A1	1/14/2019	1/16/2019	241,772.50	3.10	1,656.25	244,654.02	261,037.25
BB&T CORPORATION NOTES DTD 09/16/2019 2.200% 03/16/2023	05531FBJ1	125,000.00	A-	A3	9/9/2019	9/16/2019	124,907.50	2.22	802.08	124,928.43	129,671.50
JPMORGAN CHASE & CO BONDS DTD 03/22/2019 3.207% 04/01/2023	46647PBB1	200,000.00	A-	A2	3/15/2019	3/22/2019	200,000.00	3.21	1,603.50	200,000.00	207,759.00
PEPSICO INC CORPORATE NOTES DTD 05/01/2020 0.750% 05/01/2023	713448EY0	75,000.00	A+	A1	4/29/2020	5/1/2020	74,851.50	0.82	93.75	74,859.77	75,678.15
CHEVRON CORP CORPORATE NOTES DTD 05/11/2020 1.141% 05/11/2023	166764BV1	75,000.00	AA	Aa2	5/7/2020	5/11/2020	75,000.00	1.14	118.85	75,000.00	76,242.83
APPLE INC CORPORATE NOTES DTD 05/11/2020 0.750% 05/11/2023	037833DV9	140,000.00	AA+	Aa1	5/4/2020	5/11/2020	139,619.20	0.84	145.83	139,636.94	141,359.96
GENERAL DYNAMICS CORP NOTES DTD 05/11/2018 3.375% 05/15/2023	369550BD9	300,000.00	A	A2	1/11/2019	1/15/2019	302,661.00	3.15	1,293.75	301,746.55	323,441.70
BANK OF NY MELLON CORP NOTES DTD 05/16/2017 2.661% 05/16/2023	06406RAC1	150,000.00	A	A1	1/11/2019	1/15/2019	147,006.00	3.16	498.94	148,014.72	155,791.65
AMAZON.COM INC CORPORATE NOTES DTD 06/03/2020 0.400% 06/03/2023	023135BP0	150,000.00	NR	A2	6/1/2020	6/3/2020	149,790.00	0.45	46.67	149,795.37	149,903.70
PFIZER INC CORP NOTES DTD 09/07/2018 3.200% 09/15/2023	717081EN9	300,000.00	AA-	A1	1/11/2019	1/15/2019	301,983.00	3.05	2,826.67	301,362.73	324,313.50

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 01/08/2019 3.350% 01/08/2024	89236TFS9	150,000.00	A+	A1	1/11/2019	1/15/2019	149,883.00	3.37	2,414.79	149,917.28	162,115.35
JOHN DEERE CAPITAL CORP CORP NOTES DTD 06/07/2019 2.600% 03/07/2024	24422EUX5	130,000.00	A	A2	6/4/2019	6/7/2019	129,777.70	2.64	1,070.33	129,827.67	138,398.52
MERCK & CO INC DTD 03/07/2019 2.900% 03/07/2024	58933YAU9	250,000.00	AA-	A1	3/13/2019	3/15/2019	251,002.50	2.81	2,295.83	250,741.27	269,327.75
COMCAST CORP CORPORATE NOTES DTD 10/05/2018 3.700% 04/15/2024	20030NCR0	170,000.00	A-	A3	5/7/2020	5/11/2020	186,250.30	1.20	1,327.89	185,672.76	188,540.71
JPMORGAN CHASE & CO CORPORATE NOTES DTD 05/27/2020 1.514% 06/01/2024	46647PBQ8	100,000.00	A-	A2	5/19/2020	5/27/2020	100,000.00	1.51	142.99	100,000.00	101,357.80
WALT DISNEY COMPANY/THE DTD 09/06/2019 1.750% 08/30/2024	254687FK7	325,000.00	A-	A2	9/3/2019	9/6/2019	323,674.00	1.83	1,943.23	323,891.84	336,523.20
BANK OF NY MELLON CORP DTD 10/24/2019 2.100% 10/24/2024	06406RAL1	110,000.00	A	A1	1/21/2020	1/28/2020	110,484.00	2.00	429.92	110,440.66	115,615.83
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025	89236TGT6	50,000.00	A+	A1	5/20/2020	5/26/2020	50,488.50	1.58	345.00	50,478.30	51,646.05
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025	89236TGT6	20,000.00	A+	A1	5/20/2020	5/26/2020	20,195.40	1.58	138.00	20,191.32	20,658.42
Security Type Sub-Total		9,160,000.00					9,181,603.50	2.48	55,280.55	9,169,233.93	9,450,014.67
Certificate of Deposit											
SWEDBANK (NEW YORK) CERT DEPOS DTD 11/17/2017 2.270% 11/16/2020	87019U6D6	300,000.00	A-1	P-1	11/16/2017	11/17/2017	300,000.00	2.27	832.33	300,000.00	302,097.60

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Certificate of Deposit											
SOCIETE GENERALE NY CERT DEPOS DTD 02/19/2020 1.800% 02/14/2022	83369XDL9	325,000.00	A	A1	2/14/2020	2/19/2020	325,000.00	1.80	2,145.00	325,000.00	327,018.25
CREDIT AGRICOLE CIB NY CERT DEPOS DTD 04/06/2020 2.830% 04/01/2022	22535CDV0	320,000.00	A+	Aa3	4/3/2019	4/4/2019	320,000.00	2.80	2,163.38	320,000.00	327,408.64
SKANDINAV ENSKILDA BANK LT CD DTD 09/03/2019 1.860% 08/26/2022	83050PDR7	325,000.00	A+	Aa2	8/29/2019	9/3/2019	325,000.00	1.85	2,115.75	325,000.00	334,939.48
NORDEA BANK ABP NEW YORK CERT DEPOS DTD 08/29/2019 1.850% 08/26/2022	65558TLL7	325,000.00	AA-	Aa3	8/27/2019	8/29/2019	325,000.00	1.84	2,104.38	325,000.00	334,869.93
DNB BANK ASA/NY LT CD DTD 12/06/2019 2.040% 12/02/2022	23341VZT1	325,000.00	AA-	Aa2	12/4/2019	12/6/2019	325,000.00	2.03	534.08	325,000.00	337,421.83
Security Type Sub-Total		1,920,000.00					1,920,000.00	2.10	9,894.92	1,920,000.00	1,963,755.73
Asset-Backed Security											
GMALT 2018-3 A3 DTD 09/26/2018 3.180% 06/20/2021	36256GAD1	32,112.45	AAA	Aaa	9/18/2018	9/26/2018	32,109.91	3.18	31.20	32,111.55	32,281.70
HONDA ABS 2017-2 A3 DTD 06/27/2017 1.680% 08/15/2021	43811BAC8	52,417.51	AAA	Aaa	6/20/2017	6/27/2017	52,412.98	1.68	39.14	52,416.28	52,539.73
HAROT 2017-3 A3 DTD 09/29/2017 1.790% 09/18/2021	43814PAC4	70,316.72	AAA	NR	9/25/2017	9/29/2017	70,309.10	1.79	45.45	70,314.39	70,524.69
JOHN DEERE ABS 2017-B A3 DTD 07/15/2017 1.820% 10/15/2021	47788BAD6	12,077.42	NR	Aaa	7/11/2017	7/18/2017	12,076.54	1.82	9.77	12,077.15	12,099.42
FORDL 2018-B A3 DTD 09/21/2018 3.190% 12/15/2021	34531LAD2	72,279.51	NR	Aaa	9/18/2018	9/21/2018	72,273.41	3.19	102.48	72,276.76	72,790.08
ALLY ABS 2017-4 A3 DTD 08/23/2017 1.750% 12/15/2021	02007FAC9	47,703.10	AAA	NR	8/15/2017	8/23/2017	47,702.48	1.75	37.10	47,702.89	47,790.05
TAOT 2017-D A3 DTD 11/15/2017 1.930% 01/15/2022	89238KAD4	86,245.37	AAA	Aaa	11/7/2017	11/15/2017	86,237.42	1.93	73.98	86,242.43	86,704.26

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
ALLYA 2017-5 A3 DTD 11/22/2017 1.990% 03/15/2022	02007YAC8	66,803.64	AAA	Aaa	11/14/2017	11/22/2017	66,798.46	1.99	59.08	66,801.59	67,031.36
NALT 2019-A A3 DTD 04/15/2019 2.760% 03/15/2022	65479PAD1	60,000.00	AAA	Aaa	4/9/2019	4/15/2019	59,995.64	2.76	73.60	59,997.45	60,812.25
JDOT 2018-A A3 DTD 02/28/2018 2.660% 04/15/2022	47788CAC6	31,202.48	NR	Aaa	2/21/2018	2/28/2018	31,200.23	2.66	36.89	31,201.51	31,441.24
NAROT 2017-C A3 DTD 12/13/2017 2.120% 04/15/2022	65478HAD0	48,172.96	NR	Aaa	12/6/2017	12/13/2017	48,164.81	2.12	45.39	48,169.60	48,479.82
NAROT 2018-A A3 DTD 02/28/2018 2.650% 05/15/2022	65478DAD9	119,687.47	AAA	Aaa	2/21/2018	2/28/2018	119,673.80	2.65	140.97	119,681.40	120,726.36
ALLYA 2018-1 A3 DTD 01/31/2018 2.350% 06/15/2022	02007MAE0	38,150.38	AAA	NR	1/23/2018	1/31/2018	38,145.97	2.35	39.85	38,148.41	38,412.72
MBART 2018-1 A3 DTD 07/25/2018 3.030% 01/15/2023	58772RAD6	131,990.43	AAA	Aaa	7/17/2018	7/25/2018	131,985.36	3.03	177.75	131,987.55	133,761.19
VALET 2018-2 A3 DTD 11/21/2018 3.250% 04/20/2023	92869BAD4	200,000.00	AAA	Aaa	11/15/2018	11/21/2018	199,991.60	3.25	198.61	199,994.67	204,696.12
GMCAR 2018-3 A3 DTD 07/18/2018 3.020% 05/16/2023	36255JAD6	110,263.04	AAA	NR	7/11/2018	7/18/2018	110,237.32	3.03	138.75	110,247.74	112,196.16
CARMAX AUTO OWNER TRUST DTD 07/25/2018 3.130% 06/15/2023	14313FAD1	74,186.72	AAA	NR	7/18/2018	7/25/2018	74,176.61	3.13	103.20	74,180.61	75,769.72
FORDO 2019-A A3 DTD 03/22/2019 2.780% 09/15/2023	34533FAD3	200,000.00	NR	Aaa	3/19/2019	3/22/2019	199,966.34	2.78	247.11	199,975.94	205,793.04
CARMX 2019-2 A3 DTD 04/17/2019 2.680% 03/15/2024	14316LAC7	100,000.00	AAA	NR	4/9/2019	4/17/2019	99,989.78	2.68	119.11	99,992.29	103,113.69
VZOT 2019-C A1A DTD 10/08/2019 1.940% 04/22/2024	92348AAA3	175,000.00	AAA	NR	10/1/2019	10/8/2019	174,986.51	1.94	103.74	174,988.68	179,533.59
VZOT 2020-A A1A DTD 01/29/2020 1.850% 07/22/2024	92348TAA2	100,000.00	AAA	Aaa	1/21/2020	1/29/2020	99,988.29	1.85	56.53	99,989.39	102,465.35
COMET 2019-A2 A2 DTD 09/05/2019 1.720% 08/15/2024	14041NFU0	325,000.00	AAA	NR	8/28/2019	9/5/2019	324,918.17	1.73	248.44	324,931.76	333,823.75

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
DCENT 2019-A3 A DTD 10/31/2019 1.890% 10/15/2024	254683CM5	125,000.00	NR	Aaa	10/24/2019	10/31/2019	124,973.15	1.89	105.00	124,976.77	129,155.00
HDMOT 2020-A A3 DTD 01/29/2020 1.870% 10/15/2024	41284UAD6	75,000.00	AAA	Aaa	1/21/2020	1/29/2020	74,983.64	1.87	62.33	74,985.10	76,734.14
Security Type Sub-Total		2,353,609.20					2,353,297.52	2.39	2,295.47	2,353,391.91	2,398,675.43
Managed Account Sub Total		32,757,985.47					32,730,465.43	2.09	124,503.59	32,743,924.46	34,089,031.63
Money Market Mutual Fund											
PFM Funds - Govt Select, Instl CI		77,481.49	AAAm	NR			77,481.49		0.00	77,481.49	77,481.49
Money Market Sub Total		77,481.49					77,481.49		0.00	77,481.49	77,481.49
Securities Sub-Total		\$32,835,466.96					\$32,807,946.92	2.09%	\$124,503.59	\$32,821,405.95	\$34,166,513.12
Accrued Interest											\$124,503.59
Total Investments											\$34,291,016.71

Bolded items are forward settling trades.

Appendix

IMPORTANT DISCLOSURES

This material is based on information obtained from sources generally believed to be reliable and available to the public; however, PFM Asset Management LLC cannot guarantee its accuracy, completeness or suitability. This material is for general information purposes only and is not intended to provide specific advice or a specific recommendation. All statements as to what will or may happen under certain circumstances are based on assumptions, some, but not all of which, are noted in the presentation. Assumptions may or may not be proven correct as actual events occur, and results may depend on events outside of your or our control. Changes in assumptions may have a material effect on results. Past performance does not necessarily reflect and is not a guaranty of future results. The information contained in this presentation is not an offer to purchase or sell any securities.

- Market values that include accrued interest are derived from closing bid prices as of the last business day of the month as supplied by Refinitiv, Bloomberg, or Telerate. Where prices are not available from generally recognized sources, the securities are priced using a yield based matrix system to arrive at an estimated market value.
- In accordance with generally accepted accounting principles, information is presented on a trade date basis; forward settling purchases are included in the monthly balances, and forward settling sales are excluded.
- Performance is presented in accordance with the CFA Institute's Global Investment Performance Standards (GIPS). Unless otherwise noted, performance is shown gross of fees. Quarterly returns are presented on an unannualized basis. Returns for periods greater than one year are presented on an annualized basis. Past performance is not indicative of future returns.
- Bank of America/Merrill Lynch Indices provided by Bloomberg Financial Markets.
- Money market fund/cash balances are included in performance and duration computations.
- Standard & Poor's is the source of the credit ratings. Distribution of credit rating is exclusive of money market fund/LGIP holdings.
- Callable securities in the portfolio are included in the maturity distribution analysis to their stated maturity date, although, they may be called prior to maturity.
- MBS maturities are represented by expected average life.

GLOSSARY

- **ACCRUED INTEREST:** Interest that is due on a bond or other fixed income security since the last interest payment was made.
- **AGENCIES:** Federal agency securities and/or Government-sponsored enterprises.
- **AMORTIZED COST:** The original cost of the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discount or premium with respect to short-term securities (those with less than one year to maturity at time of issuance) is amortized on a straight line basis. Such discount or premium with respect to longer-term securities is amortized using the constant yield basis.
- **BANKERS' ACCEPTANCE:** A draft or bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill as well as the insurer.
- **COMMERCIAL PAPER:** An unsecured obligation issued by a corporation or bank to finance its short-term credit needs, such as accounts receivable and inventory.
- **CONTRIBUTION TO DURATION:** Represents each sector or maturity range's relative contribution to the overall duration of the portfolio measured as a percentage weighting. Since duration is a key measure of interest rate sensitivity, the contribution to duration measures the relative amount or contribution of that sector or maturity range to the total rate sensitivity of the portfolio.
- **EFFECTIVE DURATION:** A measure of the sensitivity of a security's price to a change in interest rates, stated in years.
- **EFFECTIVE YIELD:** The total yield an investor receives in relation to the nominal yield or coupon of a bond. Effective yield takes into account the power of compounding on investment returns, while nominal yield does not.
- **FDIC:** Federal Deposit Insurance Corporation. A federal agency that insures bank deposits to a specified amount.
- **INTEREST RATE:** Interest per year divided by principal amount and expressed as a percentage.
- **MARKET VALUE:** The value that would be received or paid for an investment in an orderly transaction between market participants at the measurement date.
- **MATURITY:** The date upon which the principal or stated value of an investment becomes due and payable.
- **NEGOTIABLE CERTIFICATES OF DEPOSIT:** A CD with a very large denomination, usually \$1 million or more, that can be traded in secondary markets.
- **PAR VALUE:** The nominal dollar face amount of a security.
- **PASS THROUGH SECURITY:** A security representing pooled debt obligations that passes income from debtors to its shareholders. The most common type is the mortgage-backed security.

GLOSSARY

- **REPURCHASE AGREEMENTS:** A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date.
- **SETTLE DATE:** The date on which the transaction is settled and monies/securities are exchanged. If the settle date of the transaction (i.e., coupon payments and maturity proceeds) occurs on a non-business day, the funds are exchanged on the next business day.
- **TRADE DATE:** The date on which the transaction occurred; however, the final consummation of the security transaction and payment has not yet taken place.
- **UNSETTLED TRADE:** A trade which has been executed; however, the final consummation of the security transaction and payment has not yet taken place.
- **U.S. TREASURY:** The department of the U.S. government that issues Treasury securities.
- **YIELD:** The rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.
- **YTM AT COST:** The yield to maturity at cost is the expected rate of return based on the original cost, the annual interest receipts, maturity value, and the time period from purchase date to maturity, stated as a percentage on an annualized basis.
- **YTM AT MARKET:** The yield to maturity at market is the rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.



City of Santa Fe Springs

City Council Meeting

ITEM NO. 7

August 13, 2020

PUBLIC HEARING

Consideration of Adoption of Resolution of Necessity No. 9690 for the Acquisition by Eminent Domain of Certain Real Property Interests for Public Purposes for the Valley View Avenue and Alondra Boulevard Intersection Improvement Project

RECOMMENDATION

- Consider and Adopt Resolution No. 9690 – A Resolution of Necessity of the City of Santa Fe Springs declaring certain real property interests located at 15905 Valley View Avenue, and further identified as Assessor's Parcel Number 7001-012-053 ("Subject Property"), necessary for public purposes and authorizing the acquisition thereof, in connection with the Valley View Avenue and Alondra Boulevard Intersection Improvement Project ("Project");
- Open and conduct a Public Hearing on the adoption of the proposed Resolution of Necessity, receive from staff the evidence stated and referred to in this Agenda Report ("Report"), take testimony from any person wishing to be heard and consider all evidence to determine whether to adopt proposed Resolution of Necessity, which requires the City Council's separate consideration and determination;
- Find that the public interest, convenience and necessity require the acquisition of the proposed Subject Property for the benefit of the City's intersection and roadway widening Project.
- Find that Project is located in the manner that will be most compatible with the greatest public good and the least private injury.
- Find that the Subject Property sought to be acquired is necessary for the City's intersection and roadway widening Project. Without the acquisition of the Subject Property, the City will not be able to proceed with the Project.
- Find that that the offer required by section 7267.2 of the Government Code has been made to the owners of record of the property to be acquired.
- Authorize the City Attorney's office and City staff to take all necessary steps to deposit with the Court the amount of probable compensation required by law for issuance of the Order for Possession; and
- Authorize the City Manager, or his designee, to execute all necessary documents.

SUMMARY:

This item concerns a Resolution of Necessity hearing related to the City's acquisition of a portion of certain property located at 15905 Valley View Boulevard, and identified by Assessor Parcel Numbers 7001-012-053 ("Subject Property") to make way for the City's Valley View Avenue / Alondra Boulevard Intersection Improvement Project("Project").

The Project is carried out as part of the Gateway Cities Council of Governments' (GCCOG) Strategic Transportation Plan (STP). The Project will implement the STP

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 the Director of Public Works.

Date of Report: August 6, 2020

Arterial Highway Plan, relieve current congestion, improve safety, and correct functional deficiencies, and maintain a minimum standard Level of Service at the intersection of Alondra Boulevard and Valley View Avenue, which are primary thoroughfares in the City and across the Gateway Cities Subregion.

This Project includes: (1) restriping of Alondra Boulevard to provide a right/through lane; (2) providing two (2) through lanes and dual left-turn lanes for both east and westbound directions; and (3) widening of the south side of Alondra Boulevard and reconstruct the raised median east of the intersection.

To accomplish the intersections improvements, the City requires the acquisition of private property adjacent to the right-of way. The City has so acquired by negotiated purchase all of the needed private property, except the Subject Property that the City Council is to presently consider acquiring by eminent domain upon a finding of public necessity as discussed in more detail herein (and one other portion of private property situated in the City of La Mirada to be acquired by La Mirada).

Pursuant to California Government Code sections 7260 et seq., 7267.2, 37350.5, 40404 and, California Code of Civil Procedure Sections 1230.010 et seq. and Section 19, Article I of the California Constitution, and other applicable authorities, the City is authorized to acquire the Subject Property by eminent domain, provided certain procedural steps are followed.

PROPERTY RIGHTS TO BE ACQUIRED (PARTIAL TAKE):

The City proposes to acquire by eminent domain the Subject Property which may be informally described as a 1,369 square foot strip of land on the northern edge of a larger parcel, along with a temporary construction easement (TCE) containing an additional 2,027 square feet of land area and having a term of 120 days (only approximately 11 days of which will be spent performing work on the subject parent property; and the remainder of work will be in the public right of way adjacent to the subject parent property). Notably, of the 1,368 square foot strip that the City seeks to acquire, 1,202 square feet of it has already been encumbered by a permanent street easement. The Subject Property, (including the strip of land, the TCE and permanent street easement) is a portion of a larger (parent) property. The legal description and plat map showing the proposed area sought to be acquired is attached.

The subject parent property from which the City seeks a partial fee take measures 15,835 square feet in area that has been improved as a retail strip mall/center containing 3,465 square feet of buildings, as well as pertinent improvements such as a parking lot, landscaping, and a drive-thru lane which serves the retail center's outlying building (fast food/coffee shop restaurant) at the northwest corner of the site. After acquisition, the land area of the subject parent property will be effectively reduced by only 167 square feet. The subject retail center will function in a generally similar fashion as in the "before" condition. No parking is impacted by the acquisition. Other property features such as drainage, present use, vehicular accessibility and circulation,

configuration, highest and best use, along with overall building conditions remain unchanged. There are no severance damages that will accrue to the remainder.

BACKGROUND

The Preliminary Title Report issued by Orange Coast Title Company states that title to the Subject Property is vested in: Elm Properties Group, LLC ("Property Owner"). City Staff and the City's right of way acquisition consultant, Jeremy Miller of CPSI, have been in contact with the Property Owner through a Mr. Andrew Lee, an agent and representative of the business entity that is the Property Owner.

So as to not jeopardize the entire Project, City Staff and the right of way acquisition team have diligently attempted to negotiate the purchase and sale of the Subject Property. From approximately September 2018 to the present, the City and its consultant repeatedly made offers to purchase the Subject Property for the full appraisal amount, which the Property Owner did not accept.

The City, through its right of way consultant, retained the services of John P. Laurain, MAI, ASA of R. P. LAURAIN & ASSOCIATES, INC., who issued an appraisal report regarding the parent property and the Subject Property. The fair market value of the Subject Property, as of August 30, 2018, is \$12,500.00. Mr. Laurain did not find that the value of the parent property would diminish due to the City's acquisition of the Subject Property. The original appraisal inspection was conducted on July 3, 2018, in the absence of the owner. An updated appraisal inspection was conducted on November 14, 2019 from publicly accessible portions of the site and adjacent rights of way. Full appraisal reports and summaries thereof were prepared by the appraiser after each inspection. The value of just compensation determined by the appraiser did not change between inspections; and, thus, is the same amount in both the original appraisal report and the updated appraisal report. A summary of the July 3, 2018 and November 14, 2019 inspections and resulting appraisal reports are attached to the proposed Resolution attached hereto for reference.

On or about September 13, 2018, City Staff sent a statutory written offer letter to the Property Owner to purchase the Subject Property for the sum of \$12,500.00, the full appraisal amount. City Staff sent along with the written offer letter a summary of the August 30, 2018 appraisal report prepared by Mr. Laurain, a pamphlet summarizing the eminent domain process, and a Project description, pursuant to statute. Additionally, as required by law, the City offered to the Property Owner an amount of money up to \$5,000.00 for an appraisal of its own. To date, the Property Owner has not accepted the offer; nor has the Property Owner made a counteroffer.

Since no agreement could be reached with the Property Owners, it is now necessary that the City Attorney's office commence an eminent domain action to acquire the Subject Property. Prior to the filing of this action, the City must hold a hearing on the proposed Resolution of Necessity. The hearing must be duly noticed, which notice must give the Owner an opportunity to be heard, provided that the Owner has timely filed a request to be heard in writing with the City prior to the hearing. A copy of the

Notice of Hearing, that was delivered to the Property Owner and to each current tenant is attached; along with a supplemental Notice with instructions for telephonic and electronic participation at the hearing.

FINDINGS AND DETERMINATIONS REQUIRED OF THE CITY COUNCIL

The findings which need to be made are as set forth in the Resolution of Necessity. Specifically, the City must find as follows:

1. That the public interest, convenience and necessity require the acquisition of the proposed Subject Property for the benefit of the City's intersection improvement and roadway widening Project.
2. That the Project is located in the manner that will be most compatible with the greatest public good and the least private injury.
3. That the Subject Property sought to be acquired is necessary for the City's intersection and roadway widening Project. Without the acquisition of the Subject Property, the City will not be able to proceed with the Project.
4. That the offer required by section 7267.2 of the Government Code has been made to the owners of record of the property to be acquired.

After conducting the public hearing, if the City makes the required findings, the City should adopt, by at least a four-fifths (4/5) vote of the entire Council, the Resolution of Necessity authorizing condemnation proceedings for the purpose of acquiring the Real Property Interests, and directing the City Attorney to initiate eminent domain proceedings.

Discussion in Support of Findings

- a. *That the public interest, convenience and necessity require the acquisition of the proposed Subject Property for the benefit of the City's intersection and road widening Project.*

1. The Project will benefit commuters and motorists using the Valley View Avenue and Alondra Boulevard Intersection Improvements by improving safety, staving off a decline in the Level of Service (LOS), improving vehicular capacity, and bringing it into compliance with City of Santa Fe Springs and Caltrans roadway standards for arterial corridors.
2. The Project is carried out as part of the Gateway Cities Council of Governments' (GCCOG) Strategic Transportation Plan (STP). The GCCOG is a Joint Powers Authority (JPA) representing 27 cities and several unincorporated county areas in southeast Los Angeles plus the Port of Long Beach. Santa Fe Springs is a city in the Gateway Cities Subregion and a member agency of GCCOG that participated in the collaborative development of the STP. One of the primary objectives of

the GCCOG is coordination of transportation infrastructure among its member agencies, neighboring jurisdictions and other regional agencies. Arterial congestion and traffic safety are major issues of concern to local communities. Local jurisdictions own, operate, and maintain the arterial roads within their boundaries and they invest heavily in local streets and intersections. The arterial system and freeway system are interconnected, and arterial roads are key components of the Measure R corridors.

3. The Gateway Cities Subregion has an interconnected network of streets, roadways, freeways, transit systems, park-and-ride lots and other transportation infrastructure that must be understood comprehensively. Changes or improvements to one or more of these transportation facilities will impact the performance of others in the system. For example, changes in road design — roadway widths, number of lanes, medians, and on-street parking — across jurisdictional boundaries contribute to traffic bottlenecks, and poorly configured intersections cause vehicle delay.
4. The STP Arterial Highway Plan addresses these issues and identifies opportunities for jurisdictions to collaborate on arterial system improvements, demonstrating that arterial issues and solutions go beyond city boundaries. Working with local city and county staff, the STP developed concept improvement designs for 25 deficient arterial corridors and 84 intersections. The intersection to be improved by the Project has been identified as deficient and in need of improvement. The Project will install improvements at the intersection of two critical arterial corridors that run through more than one city and nearly the entire length of the Gateway Cities Subregion. Indeed, neighboring cities and agencies along Alondra Boulevard and Valley View Avenue and throughout the Gateway Cities Subregion have already made improvements to the deficient arterial corridors and intersections within their jurisdiction; and/or are in the process of doing so. Thus, the Project is necessary for the cohesive and coordinated improvement of the Subregional transportation system. Unless the Project is implemented now, the deficiencies at this intersection will become more and more pronounced when its function is outpaced by changes and improvements to surrounding intersections, streets, off-ramps, freeways and transportation infrastructure.
5. A traffic assessment was completed for the proposed Project by V&A Consulting Engineers, Inc. (V&A) in April 2015. The traffic assessment evaluated the existing operating conditions and forecasted future operating conditions with and without the proposed Project in the year 2040. Two Level of Service (LOS) methodologies were used including

Intersection Capacity Utilization (ICU) and the Highway Capacity Manual 2000 HCM).¹

6. The LOS is described using letters A through F, with A being the best and F being the worst, similar to academic grading. Using the HCM method, the projected LOS for the a.m. peak by 2040 is LOS C without the Project and LOS C with the Project. The p.m. peak is projected to be LOS E without the Project and LOS E with the Project. While the present analysis projects the LOS to be the same with or without the Project, this data does not take into account various changes and improvements to nearby intersections along Alondra Boulevard and Valley View Avenue that have taken place since the traffic analysis was performed in 2015; nor does it take into account the scheduled improvements to the nearby freeway and intersections that have yet to be completed. Alas, taking into account these improvements, it can be extrapolated reasonably from the traffic analysis data that unless the Project is implemented the City will not be able to maintain the projected LOS much less stave off a decline. The addition of the second eastbound left turn lane at Valley View/Alondra Blvd. will slightly increase the Level of Service and corresponding capacity by reducing the time that the no. 1 eastbound thru-lane is being blocked during the peak hour by the backing of traffic out of the single left turn lane that exists today. The three thru lanes will be maintained for eastbound traffic by this Project.
7. Moreover, since the Project is being carried out as part of the STP, the City has an opportunity to receive grant funds now to install the Project, which, upon completion, will then meet current local and state roadway design standards. The City will have difficulty funding this Project, designed to improve the intersection traffic movements and congestion, if they cannot utilize the currently available grant funding program.
8. The Project would benefit the public by potentially reducing the incidence of accidents along this roadway segment, corridor, and/or intersection.
9. Not only will the Project mitigate traffic congestion, but also it will optimize capital asset management through resurfacing and rehabilitation of the existing roadways.
10. Improvements in traffic congestion result in incidental benefits to the public in that first responders, law enforcement, fire fighters, and paramedics can respond more swiftly and safely to calls for service. Additionally, businesses in the areas may experience an incidental

¹ The HCM methodology for signalized intersections estimates the volume to capacity relationship for an intersection based on the individual volume to capacity ratios for key conflicting traffic movements. The HCM methodology for signalized intersections is defined in terms of control delay, which is a measure of driver discomfort, frustration, fuel consumptions, and lost travel time.

benefit from the better flow of traffic to and from their locations, resulting in more efficient movement of goods and patrons.

11. Acquisition of the Subject Property is necessary for the Project to be built.

b. *The Project is located in the manner that will be most compatible with the greatest public good and the least private injury.*

Public Good:

1. To implement the STP Arterial Highway Plan, relieve current congestion, improve safety, and maintain a minimum standard Level of Service at the intersection of Alondra Boulevard and Valley View Avenue, which are primary thoroughfares in the City and Gateway Cities Subregion, the Project necessarily includes the widening of the right-of-ways. The Subject Property presently abuts the existing right of ways which can only be adequately widened if the Subject Property is acquired.

Least Private Injury:

2. The Subject Property is a 1,369 square foot strip of land on the northern edge of a larger parcel that mainly abuts Alondra Boulevard to the south and Valley View Avenue to the east, along with a temporary construction easement (TCE) containing an additional 2,027 square feet of land area and having a term of 120 days (only approximately 11 days of which will be spent performing work on the subject parent property; and the remainder of days in the public right-of-way adjacent to the subject parent property). Notable is the fact that of the 1,369 square feet of land the City must acquire, 1,202 square feet of it has already been encumbered by a permanent street easement. Thus, the City need only acquire in fee 167 square feet in fee.
3. The subject parent property, before the partial fee take, measures 15,835 square feet in area that has been improved as a retail strip mall/center containing 3,465 square feet of buildings, as well as pertinent improvements such as a parking lot, landscaping, and a drive-thru lane which serves the retail center's outlying building at the northwest corner of the site. After acquisition, the usable land area of the subject parent property will be effectively reduced by only 167 square feet. The subject retail center will function in a generally similar fashion as in the "before" condition. No parking is impacted by the acquisition. The existing driveways reinstalled and widened during the roadway improvements. Other property features such as drainage, present use, vehicular accessibility and circulation, configuration, highest and best use, along with overall building conditions remain unchanged. There are no severance damages that will accrue to the remainder.

4. The Property Owner will be justly compensated for the partial fee take, the value of the permanent street easement, and the TCE.
- c. *That the Subject Property sought to be acquired is necessary for the City's intersection and roadway widening Project. Without the acquisition of the Subject Property, the City will not be able to proceed with the Project.*
1. The Project cannot be built without acquisition of the Subject Property. No reasonable design alternatives exist that would enable the City to accomplish the Project without acquiring the Subject Property.
- d. *That the offer required by section 7267.2 of the Government Code has been made to the owners of record of the property to be acquired.*
1. A statutory written offer letter was sent to the Property Owner on September 13, 2018.
 2. The offer required by Government Code Section 7267.2 has been made to the owners of record of the Subject Property, based on the appraisal prepared by John P. Laurain, MAI, ASA of R. P. LAURAIN & ASSOCIATES, INC. The original appraisal inspection was conducted on July 3, 2018, in the absence of the owner. An updated appraisal inspection was conducted on November 14, 2019 from publicly accessible portions of the site and adjacent rights of way. Full appraisal reports and summaries thereof were prepared by the appraiser after each inspection. The value of just compensation determined by the appraiser did not change between inspections; and, thus, is the same amount in both the original appraisal report and the updated appraisal report.
- e. *Environmental review the Valley View Avenue / Alondra Boulevard Intersection Improvement Project (including the acquisition of real property) was performed and a Mitigated Negative Declaration was prepared and approved pursuant to the California Environmental Quality Act (CEQA) on July 15, 2015. The City of Santa Fe Springs has fully complied with all requirements of the California Environmental Quality Act. The proposed acquisition of the Subject Property is in compliance with the City's General Plan.*

COMMENTS RECEIVED FROM PROPERTY OWNER

To reserve its right to be heard at the hearing, the Property Owner was required by the 45 Day Notice of Hearing to submit a written request to the City no later than 15 days from the date the Notice was mailed by the City. In this Case, the Notice was mailed June 17, 2020; which means that the Property Owner was required to submit its letter no later than July 2, 2020. The Property Owner failed to timely respond in writing or,

otherwise, indicate its desire to appear at this hearing and be heard. This means that the Property Owner may be precluded from being heard during the hearing.

JUST COMPENSATION IS NOT THE SUBJECT OF THIS HEARING

The issue of just compensation is NOT the subject of this Resolution of Necessity hearing. Questions relating to value are not relevant to this proceeding, as this public hearing and action simply focus on the public necessity and the use of the City's power of eminent domain. Just compensation will be decided at the trial on this case, if the parties cannot agree on the final price prior to a trial. If the City Council adopts the Resolution of Necessity, staff will continue to pursue settlement negotiations for the acquisition of the Subject Property to avoid litigation on the amount of just compensation.

LEGAL REVIEW (

The City Attorney's office has reviewed the Legal Documents.

R.C.

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Raymond R. Cruz
City Manager

Attachments:

- Attachment No. 1: Resolution of Necessity No. 9690
- Attachment No. 2: Legal Description and Plat of Subject Property
- Attachment No. 3: Appraisal Dated August 30, 2018
- Attachment No. 4: Revised Appraisal dated November 14, 2019
- Attachment No. 5: 45-Day Notice of Hearing sent to the Property Owner

ATTACHMENT NO. 1

RESOLUTION NO. 9690

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS
RESOLUTION OF NECESSITY TO ACQUIRE CERTAIN REAL PROPERTY BY
EMINENT DOMAIN (15905 VALLEY VIEW BOULEVARD (APN 7001-012-053))**

THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS DOES RESOLVE AND ORDER AS FOLLOWS:

Section 1. The property to be acquired by eminent domain is located in the City of Santa Fe Springs, County of Los Angeles, is commonly known as a portion of 15905 Valley View Boulevard, and identified by Assessor Parcel Number 7001-012-053 ("Subject Property") to make way for the City's Valley View Avenue/ Alondra Boulevard Intersection Improvement Project ("Project"). The Subject Property to be acquired is further described and depicted in Exhibit A, attached hereto and incorporated herein by this reference.

Section 2. Legal authority for the acquisition described herein is set out in Government Code sections 37350.5 and 40404, inclusive, Article I, Section 19 of the California Constitution, and Code of Civil Procedure Sections 1230.010 *et seq.*

Section 3. The City has advised the property owners affected by the Project of the need for the Project and has offered the property owner an opportunity for a hearing before the City Council on August 13, 2020, pursuant to section 1245.235 of the Code of Civil Procedure, State of California.

Section 4. After consideration of the staff report, the staff presentation, oral testimony given, and all other evidence in the record, all of which is incorporated herein by this reference, the City Council of the City of Santa Fe Springs has found and determined each of the following to be true:

- a. *That the public interest, convenience and necessity require the acquisition of the proposed Subject Property for the benefit of the City's intersection and road widening Project.*
 1. The Project will benefit commuters and motorists using the Alondra Boulevard and Valley View Avenue intersection by improving safety, staving off a decline in the Level of Service (LOS), improving vehicular capacity, and bringing it into compliance with City of Santa Fe Springs and Caltrans roadway standards for arterial corridors.
 2. The Project is carried out as part of the Gateway Cities Council of Governments' (GCCOG) Strategic Transportation Plan (STP). The GCCOG is a Joint Powers Authority (JPA) representing 27 cities and several unincorporated county areas in southeast Los Angeles plus the Port of Long Beach. Santa Fe Springs is a city in the Gateway Cities Subregion and a

member agency of GCCOG that participated in the collaborative development of the STP. One of the primary objectives of the GCCOG is coordination of transportation infrastructure among its member agencies, neighboring jurisdictions and other regional agencies. Arterial congestion and traffic safety are major issues of concern to local communities. Local jurisdictions own, operate, and maintain the arterial roads within their boundaries and they invest heavily in local streets and intersections. The arterial system and freeway system are interconnected, and arterial roads are key components of the Measure R corridors.

3. The Gateway Cities Subregion has an interconnected network of streets, roadways, freeways, transit systems, park-and-ride lots and other transportation infrastructure that must be understood comprehensively. Changes or improvements to one or more of these transportation facilities will impact the performance of others in the system. For example, changes in road design — roadway widths, number of lanes, medians, and on-street parking — across jurisdictional boundaries contribute to traffic bottlenecks, and poorly configured intersections cause vehicle delay.
4. The STP Arterial Highway Plan addresses these issues and identifies opportunities for jurisdictions to collaborate on arterial system improvements, demonstrating that arterial issues and solutions go beyond city boundaries. Working with local city and county staff, the STP developed concept improvement designs for 25 deficient arterial corridors and 84 intersections. The intersection to be improved by the Project has been identified as deficient and in need of improvement. The Project will install improvements at the intersection of two critical arterial corridors that run through more than one city and nearly the entire length of the Gateway Cities Subregion. Indeed, neighboring cities and agencies along Alondra Boulevard and Valley View Avenue and throughout the Gateway Cities Subregion have already made improvements to the deficient arterial corridors and intersections within their jurisdiction; and/or are in the process of doing so. Thus, the Project is necessary for the cohesive and coordinated improvement of the Subregional transportation system. Unless the Project is implemented now, the deficiencies at this intersection will become more and more pronounced when its function is outpaced by changes and improvements to surrounding intersections, streets, off-ramps, freeways and transportation infrastructure.
5. A traffic assessment was completed for the proposed Project by V&A Consulting Engineers, Inc. (V&A) in April 2015. The traffic assessment evaluated the existing operating conditions and forecasted future operating conditions with and without the proposed Project in the year 2040. Two Level of Service (LOS) methodologies were used including Intersection Capacity Utilization (ICU) and the Highway Capacity Manual 2000 HCM).¹

¹ The HCM methodology for signalized intersections estimates the volume to capacity relationship for an intersection based on the individual volume to capacity ratios for key conflicting traffic movements. The HCM methodology for

6. The LOS is described using letters A through F, with A being the best and F being the worst, similar to academic grading. Using the HCM method, the projected LOS for the a.m. peak by 2040 is LOS C without the Project and LOS C with the Project. The p.m. peak is projected to be LOS E without the Project and LOS E with the Project. The fact that the letter grade is the same, the technical data gathered does, however, show that with the Project there will be a slight increase in the LOS and corresponding capacity at the intersection due to the addition of the second eastbound left turn lane. Without the Project, there would be only one eastbound left turn lane, instead of two; causing traffic to extend beyond the left turn lane and into the No 1 eastbound thru-lane, which will block the through lane and cause congestion.
7. While the traffic assessment projects that the LOS will be the same in 2040 with or without the Project, this evaluation does not take into account various changes and improvements to nearby intersections along Alondra Boulevard and Valley View Avenue that have taken place since the traffic analysis was performed in 2015; nor does it take into account the scheduled improvements to the nearby freeway and intersections that have yet to be completed. Alas, taking into account these improvements, it can be extrapolated reasonably from the traffic analysis data that unless the Project is implemented the City will not be able to maintain the projected LOS much less stave off a decline.
8. Moreover, since the Project is being carried out as part of the STP, the City has an opportunity to receive grant funds now to install the Project, which, upon completion, will then meet current local and state roadway design standards. The City will have difficulty funding this Project, designed to improve the intersection traffic movements and congestion, if they cannot utilize the currently available grant funding program.
9. The Project would benefit the public by potentially reducing the incidence of accidents along this roadway segment, corridor, and/or intersection.
10. Not only will the Project mitigate traffic congestion, but also it will optimize capital asset management through resurfacing and rehabilitation of the existing roadways.
11. Improvements in traffic congestion result in incidental benefits to the public in that first responders, law enforcement, fire fighters, and paramedics can respond more swiftly and safely to calls for service. Additionally, businesses in the areas may experience an incidental benefit from the better flow of traffic to and from their locations, resulting in more efficient movement of goods.
12. Acquisition of the Subject Property is necessary for the Project to be built.

signalized intersections is defined in terms of control delay, which is a measure of driver discomfort, frustration, fuel consumptions, and lost travel time.

- b. *The Project is located in the manner that will be most compatible with the greatest public good and the least private injury.*

Public Good:

1. To implement the STP Arterial Highway Plan, relieve current congestion, improve safety, and maintain a minimum standard Level of Service at the intersection of Alondra Boulevard and Valley View Avenue, which are primary thoroughfares in the City and Gateway Cities Subregion, the Project necessarily includes the widening of the right-of-ways. The Subject Property presently abuts the existing right of ways which can only be adequately widened if the Subject Property is acquired.

Least Private Injury:

2. The Subject Property is a 1,369 square foot strip of land on the northern edge of a larger parcel that mainly abuts Alondra Boulevard to the south and Valley View Avenue to the east, along with a temporary construction easement (TCE) containing an additional 2,027 square feet of land area and having a term of 120 days. Notably significant is the fact that of the 1,368 square feet of land the City must acquire in fee, 1,202 square feet of it has already encumbered by a permanent street easement. Thus, the City need only acquire in fee 167 square feet,
 3. The subject parent property, before the partial fee take, measures 15,835 square feet in area that has been improved as a retail strip mall/center containing 3,465 square feet of buildings, as well as pertinent improvements such as a parking lot, landscaping, and a drive-thru lane which serves the center's outlying building at the northwest corner of the site. After acquisition, the land area of the subject parent property will be effectively reduced by only 167 square feet. The subject retail center will function in a generally similar fashion as in the "before" condition. No parking is impacted by the acquisition. Other property features such as drainage, present use, vehicular accessibility, configuration, highest and best use, along with overall building condition remain unchanged. There are no severance damages that will accrue to the remainder.
 4. The Property Owner will be justly compensated for the partial fee take, the value of the permanent street easement, and the TCE.
- c. *That the Subject Property sought to be acquired is necessary for the City's intersection and road widening Project. Without the acquisition of the Subject Property, the City will not be able to proceed with the Project.*

1. The Project cannot be built without acquisition of the Subject Property. No reasonable design alternatives exist that would enable the City to accomplish the Project without acquiring the Subject Property.
- d. *That the offer required by section 7267.2 of the Government Code has been made to the owners of record of the property to be acquired.*
 1. A statutory written offer letter was sent to the Property Owner on September 13, 2018.
- e. *The offer required by Government Code Section 7267.2 has been made to the owners of record of the Subject Property, based on the appraisal prepared by John P. Laurain, MAI, ASA of R. P. LAURAIN & ASSOCIATES, INC. The original appraisal inspection was conducted on July 3, 2018, in the absence of the owner. An updated appraisal inspection was conducted on November 14, 2019 from publicly accessible portions of the site and adjacent rights of way. Full appraisal reports and summaries thereof were prepared by the appraiser after each inspection. The value of just compensation determined by the appraiser did not change between inspections; and, thus, is the same amount in both the original appraisal report and the updated appraisal report. A summary of the July 3, 2018 and November 14, 2019 inspections and resulting appraisal reports are attached hereto as Exhibit B and incorporated herein by this reference.*
- f. *Environmental review the Alondra Boulevard /Valley View Avenue Intersection Improvement Project (including the acquisition of real property) was performed and a Mitigated Negative Declaration was prepared and approved pursuant to the California Environmental Quality Act (CEQA) on July 15, 2015. The City of Santa Fe Springs has fully complied with all requirements of the California Environmental Quality Act. The proposed acquisition of the Subject Property is in compliance with the City's General Plan.*

Section 5. The Jones & Mayer law firm, City Attorneys for the City of Santa Fe Springs, are hereby authorized to commence and prosecute condemnation proceedings in a court of competent jurisdiction on behalf of the City of Santa Fe Springs to acquire the property. The City Attorney, or his designee, the City Manager, and all other officers and employees of the City of Santa Fe Springs are each hereby authorized to sign and verify all papers necessary to commence and prosecute said condemnation proceedings, to make application to said court for an order fixing the amount of security by money deposits as the court may direct, and to obtain an order permitting the City of Santa Fe Springs to take immediate possession and use of said real property prior to judgment, and to make deposit of such security of property funds in such amounts so fixed and determined in such manner as the court in which said condemnation proceedings are pending may direct.

APPROVED:
ITEM NO.:

ADOPTED AND APPROVED by the City Council of the City of Santa Fe Springs
this 13th day of August, 2020.

AYES:

NOES:

ABSENT:

ABSTAIN

William K. Rounds, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk

ATTACHMENT NO. 2

02-22-2017

EXHIBIT A
LEGAL DESCRIPTION
R/W ACQUISITION VALLEY VIEW AVENUE AND ALONDRA BOULEVARD
AP NO. 7001-013-126 (15910 VALLEY VIEW AVENUE)

That portion of the Northwest Quarter of Section 27, Township 3 South, Range 11 West, in the Rancho Los Coyotes, in the City of La Mirada, County of Los Angeles, State of California, as shown on a copy of a map made by Charles T. Healey, recorded in Book 41819, Page 141, et seq. of Official Records, in the office of the County Recorder of said County, described as follows:

Commencing at the centerline intersection of Valley View Avenue and Alondra Boulevard as said intersection is shown on Parcel Map No. 14130 as filed in Book 160, Pages 54 through 58, inclusive, of Parcel Maps in the Office of said County Recorder; thence along said centerline of Valley View Avenue South $00^{\circ} 36' 09''$ East 339.18 feet; thence leaving said centerline North $89^{\circ} 23' 51''$ East 50.00 feet to a point on the Easterly Right-of-Way line of said Valley View Avenue and the Westerly line of that certain land as described in the Grant Deed recorded August 31, 2010, as Instrument No. 20101218410 of said Official Records, said Easterly Right-of-Way line being parallel with and 50.00 feet easterly of said centerline of Valley View Avenue, said point also being the True Point of Beginning; thence continuing North $89^{\circ} 23' 51''$ East 3.00 feet to a line being parallel with and 53.00 feet easterly of said centerline of Valley View Avenue; thence along said parallel line North $00^{\circ} 36' 09''$ West 253.02 feet; thence leaving said parallel line North $44^{\circ} 27' 39''$ East 38.23 feet to a line being parallel with and 59.00 feet southerly of said centerline of Alondra Boulevard; thence along last said parallel line North $89^{\circ} 31' 28''$ East 205.36 feet to the beginning of a curve concave northeasterly having a radius of 1408.00 feet; thence leaving said parallel line northeasterly 112.92 feet along said curve through a central angle of $04^{\circ} 35' 42''$ to the beginning of a reverse curve concave southeasterly having a radius of 1392.00 feet; thence northeasterly 91.86 feet along said curve through a central angle of $03^{\circ} 46' 51''$; thence non-tangent North $0^{\circ} 28' 32''$ West 0.14 feet to the southerly Right-of-Way line of Alondra Boulevard and the northerly line of said Grant Deed, said Southerly Right-of-Way line being parallel with and 50.00 feet southerly of said centerline of Alondra Boulevard; thence along last said parallel line South $89^{\circ} 31' 28''$ West 422.97 feet to the northwesterly line of said Grant Deed; thence leaving said parallel line along said northwesterly line South $44^{\circ} 27' 10''$ West 24.02 feet to said Easterly Right-of-Way line of Valley View Avenue; thence leaving said northwesterly line along said Easterly Right-of-Way line South $00^{\circ} 36' 09''$ East 272.06 feet to the True Point of Beginning.

Containing an area of 4,191 square feet, more or less.

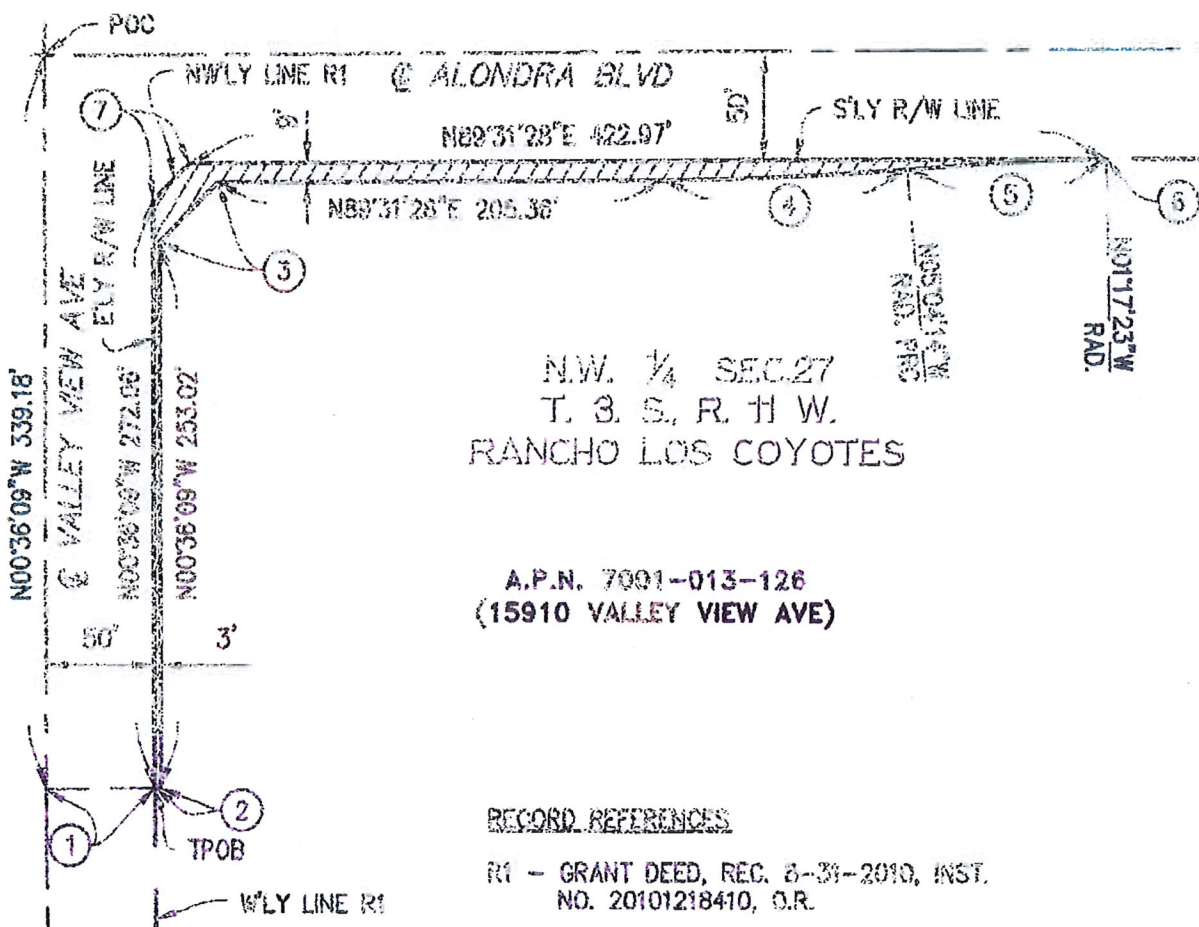
All as shown on Exhibit 'B' attached hereto and made a part hereof.

Subject to covenants, conditions, reservations, restrictions, rights-of-way and easements, if any, of record.


JAMES L. GARVIN, PLS 6343



EXHIBIT "B"



N.W. ¼ SEC. 27
T. 3. S. R. H. W.
RANCHO LOS COYOTES

A.P.N. 7001-013-126
(15910 VALLEY VIEW AVE)


RECORD REFERENCES

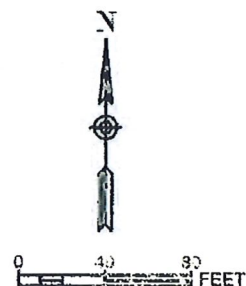
R1 - GRANT DEED, REC. 8-31-2010, INST.
NO. 20101218410, O.R.

COURSE DATA TABLE

- ① N89°23'51"E 50.00'
- ② N89°23'51"W 3.00'
- ③ N44°27'39"E 38.23'
- ④ Δ= 04°35'42" R=1403.00' L=112.92'
- ⑤ Δ= 03°48'51" R=1392.00' L=91.86'
- ⑥ N00°28'32"W 0.14'
- ⑦ N44°27'10"E 24.02'

LEGEND

 - INDICATES R/W ACQUISITION AREA
(4,191 SQ. FT.)



Anderson Penna Partners
3737 Birch Street, Suite 250
Newport Beach, CA 92660
P. 949.428.1200 F. 949.258.5053
James L. Garvin 2/4/2017
APPROVED BY

SE CORNER VALLEY VIEW/ALONDRA

RIGHT OF WAY ACQUISITION

A.P.N. 7001-013-126

SHEET
1 OF 1

DATE: 02/17

Parcel Name: APN 7001-013-126 R/W

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 1,781,533.3752' East: 6,552,927.9676'

Segment# 1: Line

Course: SOUTH0°36'09"EAST Length: 253.00'
North: 1,781,280.3892' East: 6,552,930.6280'

Segment# 2: Line

Course: SOUTH89°23'51"WEST Length: 3.00'
North: 1,781,280.3576' East: 6,552,927.6281'

Segment# 3: Line

Course: NORTH0°36'09"WEST Length: 272.06'
North: 1,781,552.4026' East: 6,552,924.7673'

Segment# 4: Line

Course: NORTH44°27'10"EAST Length: 24.02'
North: 1,781,569.5487' East: 6,552,941.5890'

Segment# 5: Line

Course: NORTH89°31'28"EAST Length: 422.97'
North: 1,781,573.0593' East: 6,553,364.5445'

Segment# 6: Line

Course: SOUTH0°28'32"EAST Length: 0.14'
North: 1,781,572.9193' East: 6,553,364.5456'

Segment# 7: Curve

Length: 91.86' Radius: 1,392.00'
Delta: 3°46'51" Tangent: 45.94'
Chord: 91.84' Course: SOUTH86°49'11"WEST
Course In: SOUTH1°17'23"EAST Course Out: NORTH5°04'14"WEST
RP North: 1,780,181.2720' East: 6,553,395.8768'
End North: 1,781,567.8245' East: 6,553,272.8484'

Segment# 8: Curve

02-22-2017

EXHIBIT A
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT
AP NO. 7001-013-126 (15910 VALLEY VIEW AVENUE)

That portion of the Northwest Quarter of Section 27, Township 3 South, Range 11 West, in the Rancho Los Coyotes, in the City of La Mirada, County of Los Angeles, State of California, as shown on a copy of a map made by Charles T. Healey, recorded in Book 41819, Page 141, et seq. of Official Records, in the office of the County Recorder of said County, being a strip of land 15.00 feet in width, the westerly, northwesterly and northerly lines of which are described as follows:

Commencing at the centerline intersection of Valley View Avenue and Alondra Boulevard as said intersection is shown on Parcel Map No. 14130 as filed in Book 160, Pages 54 through 58, inclusive, of Parcel Maps in the Office of said County Recorder; thence along said centerline of Valley View Avenue South $00^{\circ} 36' 09''$ East 339.18 feet; thence leaving said centerline North $89^{\circ} 23' 51''$ East 50.00 feet to a point on the Easterly Right-of-Way line of said Valley View Avenue and the Westerly line of that certain land as described in the Grant Deed recorded August 31, 2010, as Instrument No. 20101218410 of said Official Records, said Easterly Right-of-Way line being parallel with and 50.00 feet easterly of said centerline of Valley View Avenue; thence continuing North $89^{\circ} 23' 51''$ East 3.00 feet to a line being parallel with and 53.00 feet easterly of said centerline of Valley View Avenue, said point also being the True Point of Beginning; thence along last said parallel line North $00^{\circ} 36' 09''$ West 253.02 feet; thence leaving said parallel line North $44^{\circ} 27' 39''$ East 38.23 feet to a line being parallel with and 59.00 feet southerly of said centerline of Alondra Boulevard; thence along last said parallel line North $89^{\circ} 31' 28''$ East 205.36 feet to the beginning of a curve concave northeasterly having a radius of 1408.00 feet; thence leaving said parallel line northeasterly 112.92 feet along said curve through a central angle of $04^{\circ} 35' 42''$ to the beginning of a reverse curve concave southeasterly having a radius of 1392.00 feet; thence northeasterly 91.86 feet along said curve through a central angle of $03^{\circ} 46' 51''$.

Containing an area of 10,335 square feet, more or less.

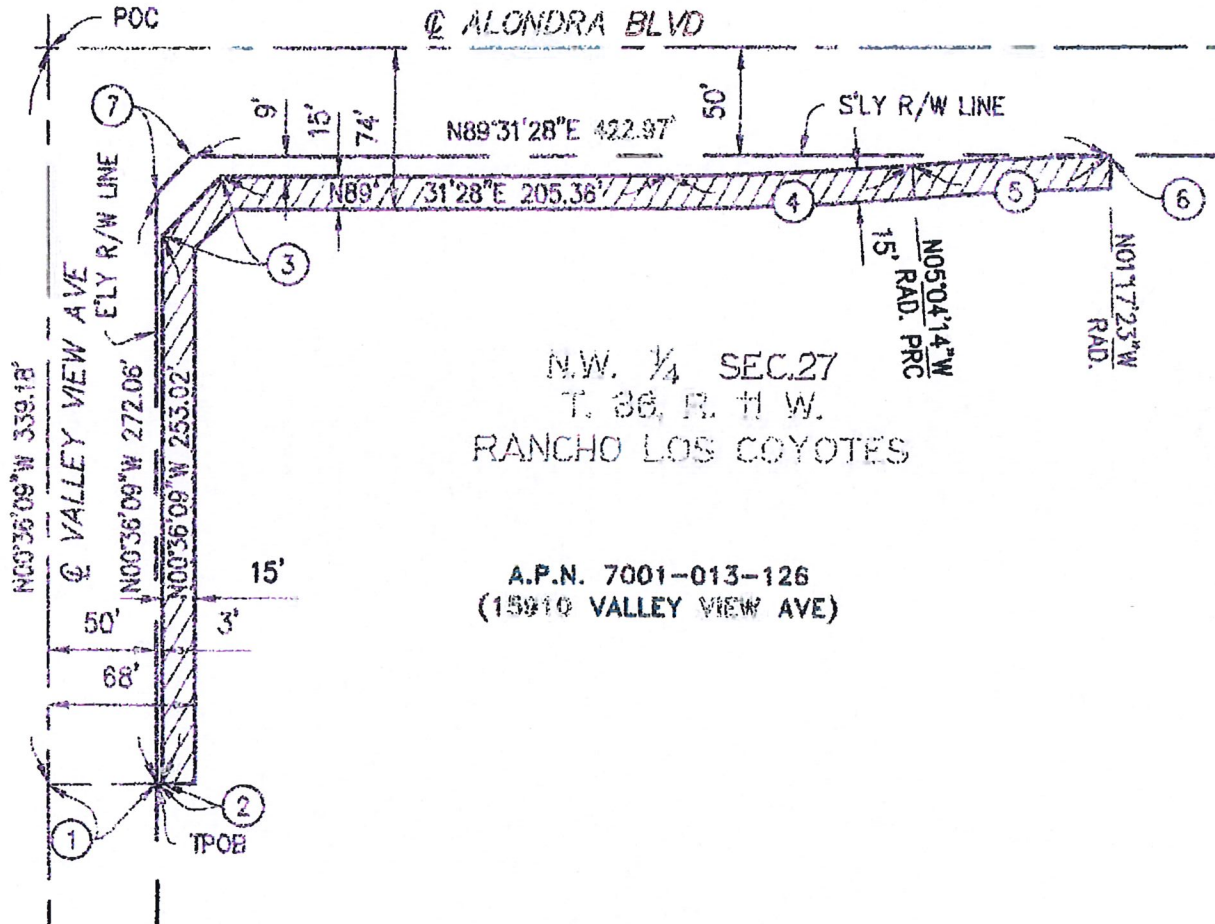
All as shown on Exhibit 'B' attached hereto and made a part hereof.

Subject to covenants, conditions, reservations, restrictions, rights-of-way and easements, if any, of record.


JAMES L. GARVIN, PLS 6343



EXHIBIT "B"



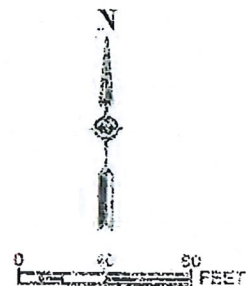
COURSE DATA TABLE

- ① N89°23'51"E 50.00'
- ② N89°23'51"W 3.00'
- ③ N44°27'39"E 38.23'
- ④ Δ= 04°35'42" R=1408.00' L=112.92'
- ⑤ Δ= 03°46'51" R=1392.00' L=91.86'
- ⑥ N00°28'32"W 00.14'
- ⑦ N44°27'10"E 24.02'



LEGEND

- INDICATES R/W ACQUISITION AREA (10,335 SQ. FT.)



 Anderson-Penna 3737 Birch Street, Suite 250 Newport Beach, CA 92660 P. 949.428.7500 F. 949.258.5053 APPROVED BY <i>James L. Garvin</i> 2/10/2017	Anderson Penna Partners 3737 Birch Street, Suite 250 Newport Beach, CA 92660 P. 949.428.7500 F. 949.258.5053 APPROVED BY <i>James L. Garvin</i> 2/10/2017	SE CORNER VALLEY VIEW/ALONDRA TEMPORARY CONSTRUCTION EASEMENT A.P.N. 7001-013-126	SHEET 1 OF 1 DATE: 02/17
--	---	---	--------------------------------

Length: 112.92'	Radius: 1,408.00'
Delta: 4°35'42"	Tangent: 56.49'
Chord: 112.89'	Course: SOUTH87°13'37"WEST
Course In: NORTH5°04'14"WEST	Course Out: SOUTH0°28'32"EAST
RP North: 1,782,970.3145'	East: 6,553,148.4060'
End North: 1,781,562.3630'	East: 6,553,160.0923'

Segment# 9: Line	
Course: SOUTH89°31'28"WEST	Length: 205.36'
North: 1,781,560.6585'	East: 6,552,954.7393'

Segment# 10: Line	
Course: SOUTH44°27'40"WEST	Length: 38.23'
North: 1,781,533.3728'	East: 6,552,927.9621'

Perimeter: 1,423.56'	Area: 4,191.03Sq.Ft.
Error Closure: 0.0060	Course: SOUTH66°31'14"WEST
Error North : -0.00238	East: -0.00548

Precision 1: 237,260.00

Parcel Name: APN 7001-013-126 TCE

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 1,781,280.5445' East: 6,552,945.6274'

Segment# 1: Line

Course: SOUTH89°23'51"WEST Length: 15.00'
North: 1,781,280.3868' East: 6,552,930.6282'

Segment# 2: Line

Course: NORTH0°36'09"WEST Length: 253.00'
North: 1,781,533.3728' East: 6,552,927.9678'

Segment# 3: Line

Course: NORTH44°27'40"EAST Length: 38.23'
North: 1,781,560.6585' East: 6,552,954.7451'

Segment# 4: Line

Course: NORTH89°31'28"EAST Length: 205.36'
North: 1,781,562.3630' East: 6,553,160.0980'

Segment# 5: Curve

Length: 112.92' Radius: 1,408.00'
Delta: 4°35'42" Tangent: 56.49'
Chord: 112.89' Course: NORTH87°13'37"EAST
Course In: NORTH0°28'32"WEST Course Out: SOUTH5°04'14"EAST
RP North: 1,782,970.3145' East: 6,553,148.4117'
End North: 1,781,567.8246' East: 6,553,272.8542'

Segment# 6: Curve

Length: 91.86' Radius: 1,392.00'
Delta: 3°46'51" Tangent: 45.94'
Chord: 91.84' Course: NORTH86°49'11"EAST
Course In: SOUTH5°04'14"EAST Course Out: NORTH1°17'23"WEST
RP North: 1,780,181.2720' East: 6,553,395.8825'
End North: 1,781,572.9193' East: 6,553,364.5513'

Segment# 7: Line

Course: SOUTH1°17'23"EAST

North: 1,781,557.9231'

Length: 15.00'

East: 6,553,364.8890'

Segment# 8: Curve

Length: 90.87'

Delta: 3°46'51"

Chord: 90.85'

Course In: SOUTH1°17'23"EAST

RP North: 1,780,181.2720'

End North: 1,781,552.8833'

Radius: 1,377.00'

Tangent: 45.45'

Course: SOUTH86°49'11"WEST

Course Out: NORTH5°04'14"WEST

East: 6,553,395.8825'

East: 6,553,274.1799'

Segment# 9: Curve

Length: 114.12'

Delta: 4°35'42"

Chord: 114.09'

Course In: NORTH5°04'14"WEST

RP North: 1,782,970.3145'

End North: 1,781,547.3635'

Radius: 1,423.00'

Tangent: 57.09'

Course: SOUTH87°13'37"WEST

Course Out: SOUTH0°28'32"EAST

East: 6,553,148.4117'

East: 6,553,160.2225'

Segment# 10: Line

Course: SOUTH89°31'28"WEST

North: 1,781,545.7108'

Length: 199.13'

East: 6,552,961.0993'

Segment# 11: Line

Course: SOUTH44°27'40"WEST

North: 1,781,527.3109'

Length: 25.78'

East: 6,552,943.0424'

Segment# 12: Line

Course: SOUTH0°36'09"EAST

North: 1,781,280.5446'

Length: 246.78'

East: 6,552,945.6374'

Perimeter: 1,408.05'

Error Closure: 0.0100

Error North : 0.00004

Area: 10,335.36Sq.Ft.

Course: NORTH89°46'36"EAST

East: 0.01000

Precision 1: 140,805.00



Orange Coast Title Company

3536 Concourse Drive, Suite 120
Ontario, CA 91764
909-987-5433

Order No. 140-1843555-32

PRELIMINARY REPORT

Anderson Penna Partners
3737 Birch Street, Suite 250
Newport Beach, CA 92660

Attention: Matt Stepien
Property address: 15910 Valley View Avenue, La Mirada, CA 90638

Your no.: 7001-013-126
Order no.: 140-1843555-32

Dated: January 9, 2017

In response to the above referenced application for a policy of title insurance, **Orange Coast Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit B attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit B. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit B of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters, which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of December 8, 2016 at 7:30 AM

Manny Villalobos, Title Officer
Ph: 909-987-5433
Email: mannyv@octitle.com

The form of policy of title insurance contemplated by this report is:

ATTACHMENT NO. 3

**SUMMARY OF APPRAISAL
15905 VALLEY VIEW AVENUE
SANTA FE SPRINGS, CALIFORNIA 90670**

VESTEE:	Elm Properties Group, LLC.
ADDRESS:	15905 Valley View Avenue Santa Fe Springs, California 90670.
LEGAL DESCRIPTION:	A legal description pertaining to the proposed partial acquisitions is included as "Exhibit A" on the legals and plats.
ASSESSOR'S PARCEL NO.:	7001-012-053
PROPERTY RIGHTS:	The property rights appraised include a fee taking and a temporary construction easement having a term of 120 days.
LAND SIZE:	15,835 net square feet. Note that there is an additional 1,202± square feet of land area, along the northerly property boundary, encumbered with an existing street easement (Alondra Boulevard).
ZONING:	M2 (Heavy Industrial)
IMPROVEMENTS:	The subject property is improved a retail strip center containing 3,465 square feet of building area, as well as pertinent improvements such as a parking lot and landscaping. The existing building improvement, however, will not be impacted by the proposed partial takings.
PRESENT USE:	Retail Strip Center.
HIGHEST AND BEST USE, AS IF VACANT:	Commercial development.
HIGHEST AND BEST USE, AS IMPROVED:	Continued commercial retail use.

**SUMMARY OF APPRAISAL
15905 VALLEY VIEW AVENUE
SANTA FE SPRINGS, CALIFORNIA 90670 (Continued)**

VALUATION:

The Sales Comparison Approach has been utilized to estimate the value of the subject underlying land impacted by the proposed takings. Inasmuch as the existing building will not be impacted by the partial takings, for the purpose of this analysis, the "before" and "after" valuations are based on the underlying land value. Certain aspects of the Cost Approach have been utilized to estimate the value of certain site improvements. Certain aspects of the Income Capitalization Approach have been utilized to estimate the rental compensation for the temporary construction easement.

Sales Comparison Approach:

The Sales Comparison Approach has been applied to the subject land parcel after an investigation and analysis was conducted of comparable land parcels that have recently sold within the greater subject market area.

The reader is referred to the following summary of Land Value Indicators. The sales are set forth in chronological order and took place between January 2017 and February 2018. The land sale properties range in size from 19,089 to 123,275 square feet. The rates are within a range of \$32.12 to \$66.01 per square foot of land area.

<u>Data</u>	<u>Sale Date Address</u>	<u>Zoning</u>	<u>Corner</u>	<u>Land Size</u>	<u>Sale Price</u>	<u>\$ Per SF</u>
A	1-17 10450± Painter Ave., Santa Fe Springs	M2	no	86,996 sf	\$3,308,000	\$38.02
B	4-17 8016 Santa Fe Springs Rd., Whittier	WBSP	no	123,275 sf	\$5,500,000	\$44.62
C	6-17 9747 Carmenita Rd., Whittier	C-2BE	yes	24,910 sf	\$800,000	\$32.12
D	11-17 149 W. Lambert Rd., Brea	CG	yes	47,916 sf	\$2,200,000	\$45.91
E	2-18 11403 Whittier Blvd., Whittier	WBSP	double	19,089 sf	\$1,260,000	\$66.01
F	2-18 9209 Telegraph Rd., Pico Rivera	CG	yes	20,840 sf	\$950,000	\$45.59

SUMMARY OF APPRAISAL
15905 VALLEY VIEW AVENUE
SANTA FE SPRINGS, CALIFORNIA 90670 (Continued)

Quantitative adjustments were applied to the various sale properties for market conditions (date of sale). Qualitative adjustments were applied for the various elements of comparability. The sales were placed in order within an array by rating with respect to overall comparability, as follows:

<u>Data</u>	<u>Overall</u> <u>Comparability</u>	<u>Rate Per</u> <u>SF Land</u>
E	far superior	\$66.01
Subject	- - -	\$48.00
B	slightly inferior	\$46.40
D	similar	\$46.14
F	inferior	\$45.49
A	inferior	\$42.58
C	inferior	\$33.08

Based on the foregoing, the overall rate per square foot considered applicable to the larger parcel net land area, as vacant land, is estimated at \$48.00 per square foot of land area. In addition, the northerly ten feet of the subject site, containing 1,202± square feet of land area, is encumbered with, and physically utilized as part of the public street (Alondra Boulevard). Note that said northerly ten feet is shown on Assessor's mapping as being part of the existing street right of way, but is included in the partial fee taking. While the street easement is deemed tantamount to a fee use, the underlying fee interest is considered herein as a "nominal" amount of \$500. The value of the larger parcel, as vacant land, therefore, is summarized as follows:

Effective net land area:	
15,835 sf x \$48.00 =	\$760,080
Existing street easement (1,202 sf), nominal:	500
Total, land value:	<u>\$760,580</u>

**SUMMARY OF APPRAISAL
15905 VALLEY VIEW AVENUE
SANTA FE SPRINGS, CALIFORNIA 90670 (Continued)**

JUST COMPENSATION:

The proposed acquisitions include a fee taking and a temporary construction easement (TCE), having a term of 120 days.

Fee Taking:

The fee taking is located at the extreme northerly portion of the site. The fee taking contains a gross area of 1,369 square feet, however, the northerly ten feet of the fee taking, containing 1,202 square feet, is within an area already encumbered with a permanent street easement. As such, the net fee taking land area is 167± square feet. As with the valuation of the existing street easement in the "before" condition, the value of the underlying fee interest of that portion of the fee taking encumbered with a street easement is estimated at a nominal amount of \$500. The net fee taking area is improved with grass and shrubbery landscaping, and some concrete planter curbing. It is understood that the project contractor will (1) relocate all existing signs, (2) re-grade driveways, and relocate existing backflows and utilities, as required, and (3) replace and reconfigure irrigation.

As stated, the unencumbered fee simple unit rate applicable to the subject land is \$48.00 per square foot of net land area. Compensation for the acquisition of the fee taking (land only) is as follows:

Land Areas:

Fee Taking, net land area:	
167 sf x \$48.00 =	\$8,016
Existing street easement (1,202 sf), nominal:	500
Total, fee taking (land):	<u>\$8,516</u>

Site improvements within the part taken which will be lost is limited to concrete planter curbing, grass and shrubbery landscaping. It is understood that the project contractor will (1) relocate all existing signs, (2) re-grade driveways, and relocate existing backflows and utilities, as required, and (3) replace and reconfigure irrigation. As such, compensation for site improvements within the fee taking, which is limited to grass landscaping, is summarized as follows:

Improvements in fee taking:

Concrete curbing:

$$8 \text{ lf} \times \$25.00 \times 0.75^* = \$ 150$$

Grass landscaping:

$$100 \text{ sf} \times \$2.50 = 250$$

Two small shrubs:

$$300$$

Total, improvements lost:

$$\underline{\$ 700}$$

**SUMMARY OF APPRAISAL
15905 VALLEY VIEW AVENUE
SANTA FE SPRINGS, CALIFORNIA 90670 (Continued)**

Severance Damages:

After the takings, the larger parcel land area will be reduced slightly due to the fee taking and the overall configuration will be nominally changed. In the "after" condition, the topography of the larger parcel, as well as other land features such as present use, and highest and best use, will remain unchanged.

The adjustments applied to the various sale properties in the "before" condition, will remain unchanged. The indicated unit rate applicable to the larger parcel remainder in the "after" condition, therefore, is unchanged at \$48.00 per square foot of land area. Severance damages, therefore, will not accrue to the remainder.

Benefits:

Benefits will not accrue to the remainder of the larger parcel by virtue of the fee taking or construction of the project in the manner proposed. The value of the remainder, after the acquisition of the fee taking, and after considering benefits, is unchanged; therefore, there are no benefits.

Temporary Construction Easements (TCEs):

The subject larger parcel will also be impacted by a temporary construction easement (TCE), containing 2,027 square feet, located adjacent southerly to the fee taking, and across the north drive apron on Alondra Boulevard. The TCE has a total duration of 120 days (four months). It is understood, however, that (1) the physical Alondra Boulevard driveway reconstruction will be limited to a two day period, (2) work within the existing Starbuck's drive-thru will be limited to a two day period, during night hours to minimize impacts as the Starbuck's is not open 24 hours a day, and (3) that remaining work (landscaping, irrigation, etc.) will take place over a 7-day period during which the Alondra Boulevard driveway and Starbuck's drive-thru will remain open. Compensation (rental) for the TCE land area, however, is based on the entire 120 day term, which total compensation is considered adequate to account for the two day night time impact to the Starbuck's drive thru real estate. It is assumed the project contractor will protect in place, or replace, any improvements with the TCE (paving, landscaping, signage, etc.). As such, there are no improvements with the TCE land area which will be lost.

**SUMMARY OF APPRAISAL
15905 VALLEY VIEW AVENUE
SANTA FE SPRINGS, CALIFORNIA 90670 (Continued)**

Compensation for the rental of the land area is based on the fee simple land value, and an appropriate rate of return. A rate of 7% to 8% is judged appropriate for the subject property. Note, however, given that the property owner will be responsible for the payment of real estate taxes during the TCE term (1.1%±), and given the disproportionate impact of a TCE rental area (as compared to the renting of an entire property), the rate of return for the TCE rental area employed in this study is adjusted upward to 10%.

The rental value for each of the temporary construction easement (land area), is summarized as follows:

Land value of TCE area:

Land area:

$$2,027 \text{ sf} \times \$48.00 = \$97,296$$

TCE Compensation (land rent):

$$\$97,296 \times 10.0\% \div 12 = \$811 \text{ per month}$$

$$\$811 \times 4 \text{ months} = \$3,244$$

Note that the project contractor will protect in place, or replace, any improvements damaged in the TCE area.

Summary of Total Just Compensation:

Following is a summary of the total just compensation considered applicable in the subject case, as of August 30, 2018.

Summary of Just Compensation:

Fee taking (land):	\$ 8,516
Site Improvements lost:	700
Severance damages:	0
Benefits:	0
Temporary Construction Easement:	<u>3,244</u>
Just Compensation:	\$ 12,460
Adjusted:	\$ 12,500

SUMMARY OF APPRAISAL
15905 VALLEY VIEW AVENUE
SANTA FE SPRINGS, CALIFORNIA 90670 (Continued)

DEFINITION OF FAIR MARKET VALUE

The highest price, estimated in terms of money, which would be paid by a willing buyer to a willing seller, allowing sufficient reasonable time to find a buyer, both buyer and seller acting without duress and both being fully advised as to the purposes to which the property can be best used. Market Value is estimated as of the date of valuation set forth in the appraisal.

The California Code of Civil Procedure, S1263.320, states: "(A) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

"(B) The fair market value of property taken for which there is no relevant market is its value on the date of valuation as determined by any method of valuation that is just and equitable."

ATTACHMENT NO. 4

**SUMMARY OF APPRAISAL
15905 VALLEY VIEW AVENUE
SANTA FE SPRINGS, CALIFORNIA 90670**

VESTEE:	Elm Properties Group, LLC.
ADDRESS:	15905 Valley View Avenue Santa Fe Springs, California 90670.
LEGAL DESCRIPTION:	A legal description pertaining to the proposed partial acquisitions is included as "Exhibit A" on the legals and plats.
ASSESSOR'S PARCEL NO.:	7001-012-053
PROPERTY RIGHTS:	The property rights appraised include a fee taking and a temporary construction easement having a term of 120 days.
LAND SIZE:	15,835 net square feet. Note that there is an additional 1,202± square feet of land area, along the northerly property boundary, encumbered with an existing street easement (Alondra Boulevard).
ZONING:	M2 (Heavy Industrial)
IMPROVEMENTS:	The subject property is improved a retail strip center containing 3,465 square feet of building area, as well as pertinent improvements such as a parking lot and landscaping. The existing building improvement, however, will not be impacted by the proposed partial takings.
PRESENT USE:	Retail Strip Center.
HIGHEST AND BEST USE, AS IF VACANT:	Commercial development.
HIGHEST AND BEST USE, AS IMPROVED:	Continued commercial retail use.

**SUMMARY OF APPRAISAL
15905 VALLEY VIEW AVENUE
SANTA FE SPRINGS, CALIFORNIA 90670 (Continued)**

VALUATION:

The Sales Comparison Approach has been utilized to estimate the value of the subject underlying land impacted by the proposed takings. Inasmuch as the existing building will not be impacted by the partial takings, for the purpose of this analysis, the "before" and "after" valuations are based on the underlying land value. Certain aspects of the Cost Approach have been utilized to estimate the value of certain site improvements. Certain aspects of the Income Capitalization Approach have been utilized to estimate the rental compensation for the temporary construction easement.

Sales Comparison Approach:

The Sales Comparison Approach has been applied to the subject land parcel after an investigation and analysis was conducted of comparable land parcels that have recently sold within the greater subject market area.

The reader is referred to the following summary of Land Value Indicators. The sales are set forth in chronological order and took place between January 2017 and March 2019. The land sale properties range in size from 19,089 to 123,275 square feet. The rates are within a range of \$32.12 to \$66.01 per square foot of land area.

<u>Data</u>	<u>Sale Date</u> <u>Address</u>	<u>Zoning</u>	<u>Corner</u>	<u>Land Size</u>	<u>Sale Price</u>	<u>\$ Per SF</u>
A	1-17 10450± Painter Ave., Santa Fe Springs	M2	no	86,996 sf	\$3,308,000	\$38.02
B	4-17 8016 Santa Fe Springs Rd., Whittier	WBSP	no	123,275 sf	\$5,500,000	\$44.62
C	6-17 9747 Carmenita Rd., Whitter	C-2BE	yes	24,910 sf	\$800,000	\$32.12
D	11-17 149 W. Lambert Rd., Brea	CG	yes	47,916 sf	\$2,200,000	\$45.91
E	2-18 11403 Whittier Blvd., Whittier	WBSP	double	19,089 sf	\$1,260,000	\$66.01
F	2-18 9209 Telegraph Rd., Pico Rivera	CG	yes	20,840 sf	\$950,000	\$45.59
G	3-19 11628 La Mirada Blvd., La Mirada	C1	no	39,058 sf	\$1,655,000	\$42.37

SUMMARY OF APPRAISAL
15905 VALLEY VIEW AVENUE
SANTA FE SPRINGS, CALIFORNIA 90670 (Continued)

Quantitative adjustments were applied to the various sale properties for market conditions (date of sale). Qualitative adjustments were applied for the various elements of comparability. The sales were placed in order within an array by rating with respect to overall comparability, as follows:

<u>Data</u>	<u>Overall Comparability</u>	<u>Rate Per SF Land</u>
E	far superior	\$67.66
Subject	- - -	\$49.00
B	slightly inferior	\$47.74
D	similar	\$47.52
F	inferior	\$46.73
A	inferior	\$43.72
G	inferior	\$42.37
C	inferior	\$34.05

Based on the foregoing, the overall rate per square foot considered applicable to the larger parcel net land area, as vacant land, is estimated at \$49.00 per square foot of land area. In addition, the northerly ten feet of the subject site, containing 1,202± square feet of land area, is encumbered with, and physically utilized as part of the public street (Alondra Boulevard). Note that said northerly ten feet is shown on Assessor's mapping as being part of the existing street right of way, but is included in the partial fee taking. While the street easement is deemed tantamount to a fee use, the underlying fee interest is considered herein as a "nominal" amount of \$500. The value of the larger parcel, as vacant land, therefore, is summarized as follows:

Effective net land area:	
15,835 sf x \$49.00 =	\$775,915
Existing street easement (1,202 sf), nominal:	500
Total, land value:	<u>\$776,415</u>

**SUMMARY OF APPRAISAL
15905 VALLEY VIEW AVENUE
SANTA FE SPRINGS, CALIFORNIA 90670 (Continued)**

JUST COMPENSATION:

The proposed acquisitions include a fee taking and a temporary construction easement (TCE), having a term of 120 days.

Fee Taking:

The fee taking is located at the extreme northerly portion of the site. The fee taking contains a gross area of 1,369 square feet, however, the northerly ten feet of the fee taking, containing 1,202 square feet, is within an area already encumbered with a permanent street easement. As such, the net fee taking land area is 167± square feet. As with the valuation of the existing street easement in the "before" condition, the value of the underlying fee interest of that portion of the fee taking encumbered with a street easement is estimated at a nominal amount of \$500. The net fee taking area is improved with grass and shrubbery landscaping, and some concrete planter curbing. It is understood that the project contractor will (1) relocate all existing signs, (2) re-grade driveways, and relocate existing backflows and utilities, as required, and (3) replace and reconfigure irrigation.

As stated, the unencumbered fee simple unit rate applicable to the subject land is \$48.00 per square foot of net land area. Compensation for the acquisition of the fee taking (land only) is as follows:

Land Areas:

Fee Taking, net land area:	
167 sf x \$49.00 =	\$8,183
Existing street easement (1,202 sf), nominal:	500
Total, fee taking (land):	<u>\$8,683</u>

Site improvements within the part taken which will be lost is limited to concrete planter curbing, grass and shrubbery landscaping. It is understood that the project contractor will (1) relocate all existing signs, (2) re-grade driveways, and relocate existing backflows and utilities, as required, and (3) replace and reconfigure irrigation. As such, compensation for site improvements within the fee taking, which is limited to grass landscaping, is summarized as follows:

Improvements in fee taking:

Concrete curbing:

$$8 \text{ lf} \times \$25.00 \times 0.75^* = \$ 150$$

Grass landscaping:

$$100 \text{ sf} \times \$2.50 = 250$$

$$\text{Two small shrubs:} \quad \quad \quad \underline{300}$$

$$\text{Total, improvements lost:} \quad \quad \quad \underline{\$ 700}$$

**SUMMARY OF APPRAISAL
15905 VALLEY VIEW AVENUE
SANTA FE SPRINGS, CALIFORNIA 90670 (Continued)**

Severance Damages:

After the takings, the larger parcel land area will be reduced slightly due to the fee taking and the overall configuration will be nominally changed. In the "after" condition, the topography of the larger parcel, as well as other land features such as present use, and highest and best use, will remain unchanged.

The adjustments applied to the various sale properties in the "before" condition, will remain unchanged. The indicated unit rate applicable to the larger parcel remainder in the "after" condition, therefore, is unchanged at \$49.00 per square foot of land area. Severance damages, therefore, will not accrue to the remainder.

Benefits:

Benefits will not accrue to the remainder of the larger parcel by virtue of the fee taking or construction of the project in the manner proposed. The value of the remainder, after the acquisition of the fee taking, and after considering benefits, is unchanged; therefore, there are no benefits.

Temporary Construction Easements (TCEs):

The subject larger parcel will also be impacted by a temporary construction easement (TCE), containing 2,027 square feet, located adjacent southerly to the fee taking, and across the north drive apron on Alondra Boulevard. The TCE has a total duration of 120 days (four months). It is understood, however, that (1) the physical Alondra Boulevard driveway reconstruction will be limited to a two day period, (2) work within the existing Starbuck's drive-thru will be limited to a two day period, during night hours to minimize impacts as the Starbuck's is not open 24 hours a day, and (3) that remaining work (landscaping, irrigation, etc.) will take place over a 7-day period during which the Alondra Boulevard driveway and Starbuck's drive-thru will remain open. Compensation (rental) for the TCE land area, however, is based on the entire 120 day term, which total compensation is considered adequate to account for the two day night time impact to the Starbuck's drive thru real estate. It is assumed the project contractor will protect in place, or replace, any improvements with the TCE (paving, landscaping, signage, etc.). As such, there are no improvements with the TCE land area which will be lost.

**SUMMARY OF APPRAISAL
15905 VALLEY VIEW AVENUE
SANTA FE SPRINGS, CALIFORNIA 90670 (Continued)**

Compensation for the rental of the land area is based on the fee simple land value, and an appropriate rate of return. A rate of 7% to 8% is judged appropriate for the subject property. Note, however, given that the property owner will be responsible for the payment of real estate taxes during the TCE term (1.1%±), and given the disproportionate impact of a TCE rental area (as compared to the renting of an entire property), the rate of return for the TCE rental area employed in this study is adjusted upward to 10%.

The rental value for each of the temporary construction easement (land area), is summarized as follows:

Land value of TCE area:

Land area:

$$2,027 \text{ sf} \times \$49.00 = \$99,323$$

TCE Compensation (land rent):

$$\$99,323 \times 10.0\% \div 12 = \$828 \text{ per month}$$

$$\$828 \times 4 \text{ months} = \$3,312$$

Note that the project contractor will protect in place, or replace, any improvements damaged in the TCE area.

Summary of Total Just Compensation:

Following is a summary of the total just compensation considered applicable in the subject case, as of November 14, 2019.

Summary of Just Compensation:

Fee taking (land):	\$ 8,683
Site Improvements lost:	700
Severance damages:	0
Benefits:	0
Temporary Construction Easement:	<u>3,312</u>
Just Compensation:	\$ 12,695
Adjusted:	\$ 12,700

**SUMMARY OF APPRAISAL
15905 VALLEY VIEW AVENUE
SANTA FE SPRINGS, CALIFORNIA 90670 (Continued)**

DEFINITION OF FAIR MARKET VALUE

The highest price, estimated in terms of money, which would be paid by a willing buyer to a willing seller, allowing sufficient reasonable time to find a buyer, both buyer and seller acting without duress and both being fully advised as to the purposes to which the property can be best used. Market Value is estimated as of the date of valuation set forth in the appraisal.

The California Code of Civil Procedure, S1263.320, states: "(A) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

"(B) The fair market value of property taken for which there is no relevant market is its value on the date of valuation as determined by any method of valuation that is just and equitable."

ATTACHMENT NO. 5



11710 E. TELEGRAPH ROAD ♦ CA ♦ 90670-3679 ♦ (562) 868-0511 ♦ (562) 868-7112 ♦ WWW.SANTAFESPRINGS.ORG

DEPARTMENT OF PUBLIC WORKS

DATE: June 17, 2020

**CITY OF SANTA FE SPRINGS
NOTICE OF INTENT TO ACQUIRE CERTAIN REAL PROPERTY
OR INTEREST IN REAL PROPERTY BY EMINENT DOMAIN
(Code of Civil Procedure, Section 1245.235)
NOTICE OF HEARING DATE ON RESOLUTION OF NECESSITY**

<u>Record Property Owner:</u> Elm Properties Group, LLC 3904 West 182 nd Street Torrance, CA 90504-4838 Attn: Andrew Lee		
<u>Agent for Service of Process:</u> Elm Properties Group, LLC 3055 Wilshire Blvd., Ste. 630 Los Angeles, CA 90010 Attn: Raffi Nizamian		<u>Principal Exec. Office:</u> Elm Properties Group, LLC 17241 Bullock Street Encino, CA 91316 Attn: Virginia Janovsky

Dear Property Owner:

The law provides procedures for public agencies to acquire private property for public use. It requires that every agency which intends to condemn property notify the owners of its intention to condemn. California Code of Civil Procedure (CCP) Section 1240.030 provides that the power of eminent domain may be exercised to acquire property for a proposed project if the following three conditions are established:

- (A) The public interest and necessity require the project.
- (B) The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
- (C) The property sought to be acquired is necessary for the project.

Generally, CCP Section 1245.230 requires that the offer required by Section 7267.2 of the Government Code has been made to the owner of record. However, the City intends only to acquire various easements on your real property, Section 7267.2 does not apply.

You are hereby notified that the City Council of the City of Santa Fe Springs ("City") will be asked to decide if the above conditions have been met concerning your property and, if so, to adopt a Resolution of Necessity ("Resolution") at a hearing during its public meeting to be held on **August 13, 2020** at 6:00 PM at 11710 Telegraph Rd., Santa Fe Springs, CA 90670.

WILLIAM K. ROUNDS, MAYOR ♦ JOHN M. MORA, MAYOR PRO TEM
CITY COUNCIL
ANNETTE RODRIGUEZ ♦ JUANITA TRUJILLO ♦ JOE ANGEL ZAMORA
CITY MANAGER
RAYMOND R. CRUZ

**Notice of Intent to Acquire Certain Real Property
Or Interest In Real Property By Eminent Domain**

June 17, 2020

Page 2 of 2

Questions regarding the amount of compensation to be paid or the value of the property to be acquired are not part of this proceeding and the City Council will not consider such in determining whether a Resolution should be adopted.

The City Council's adoption of the Resolution authorizes the City of Santa Fe Springs to acquire the property by eminent domain. Within six months of the adoption of the Resolution, the City will prepare and file a complaint in Superior Court commencing the eminent domain proceeding. All issues related to the compensation to be awarded for the acquisition of your property will be resolved in this court proceeding, or, if the parties are so inclined, by way of an out of court settlement. Legal descriptions and depictions of property interests sought to be acquired are attached hereto at Exhibit "A." Additionally, the proposed Alondra Boulevard and Valley View Avenue Intersection Project, which was identified in the Statutory Written Offer Letter previously received by you from the City, is more particularly described in Exhibit "B" attached hereto.

The law provides you an opportunity to appear before the City Council and raise questions concerning only the three conditions referred to in CCP 1240.030, as cited above. If you file a written request to appear (within 15 days from the mailing of this Notice), you are entitled to appear and object to the adoption of the Resolution.

Your written request to appear should include a statement indicating which of the three conditions listed in the first paragraph above you contend have not been met. By designating which of the conditions form the basis of your challenge and explaining why you believe they have not been met, you will enable the City to conduct a full and expeditious review of the project's effect on your property and may ask for your participation. Based on this review, the City staff can adequately report to the City Council at the meeting at which you intend to appear.

Your written request to appear must actually be on file with the City within the 15-day period set forth above. Failure to file a written request to appear will result in a waiver of your right to appear and be heard.

All requests to appear must be sent for filing to: City Manager, Raymond R. Cruz.

For your convenience, if you are unable to personally appear or choose to submit written objections in place of a personal appearance, the City Council will consider any written objections so long as they are filed within the 15-day period set forth above. All written objections filed with the City within the 15-day period will become part of the official record of the meeting at which the City Council hears the Resolution. We recommend that if you intend to appear, or if you intend to submit written objections in place of an appearance, you mail your correspondence Certified Mail, Return Receipt Requested to confirm that your response was received within the 15-day period.

Sincerely,


Raymond R. Cruz, City Manager
City of Santa Fe Springs

EXHIBIT A

02-22-2017

EXHIBIT A
LEGAL DESCRIPTION
R/W ACQUISITION VALLEY VIEW AVENUE AND ALONDRA BOULEVARD
AP NO. 7001-012-043 (15905-15911 VALLEY VIEW AVENUE)

That portion of Lot 1 of the "Property of the Traveler's Eucalyptus Club", in the Rancho Los Coyotes, in the City of Santa Fe Springs, County of Los Angeles, State of California, as shown on the map as filed in Book 6, Page 35 of Record of Surveys, in the office of the County Recorder of said County, described as follows:

Commencing at the intersection of a line being parallel with and 30.00 feet southerly of the centerline of Alondra Boulevard with a line being parallel with and 30.00 feet westerly of the centerline of Valley View Avenue as said centerlines are shown on Parcel Map No. 25381 as filed in Book 298, Pages 89 and 90 of Parcel Maps in the Office of said County Recorder; thence along first said parallel line South $89^{\circ} 31' 28''$ West 20.00 feet to a line parallel with and 50.00 feet westerly of said centerline of Valley View Avenue; thence leaving said parallel line along last said parallel line South $00^{\circ} 36' 09''$ East 37.00 feet to the True Point of Beginning; thence continuing along said parallel line South $00^{\circ} 36' 09''$ East 22.93 feet to a point of cusp with a tangent curve concave southwesterly having a radius of 30.00 feet, the westerly terminus of said curve being tangent with a line being parallel with and 60.00 feet southerly of said centerline of Alondra Boulevard; thence leaving said parallel line northerly, northwesterly and westerly 47.06 feet along said curve through a central angle of $89^{\circ} 52' 23''$ to said parallel line; thence along last said parallel line South $89^{\circ} 31' 28''$ West 102.23 feet to the easterly line of the West 4 Acres of said Lot 1; thence leaving said parallel line along said Easterly line North $0^{\circ} 36' 14''$ West 10.00 feet to a line being parallel with and 50.00 feet southerly of said centerline of Alondra Boulevard, said parallel line also being the southerly line of the land as described in the Easement Deed to the City of Santa Fe Springs recorded March 6, 1961 as Instrument No. 3209 of Official Records, in the Office of said County Recorder; thence leaving said Easterly line along last said parallel line North $89^{\circ} 31' 28''$ East 115.16 feet to the southwesterly line of said Easement Deed; thence leaving said parallel line along said southwesterly line South $45^{\circ} 32' 19''$ East 24.06 feet to the True Point of Beginning.

Containing an area of 1,369 square feet, more or less.

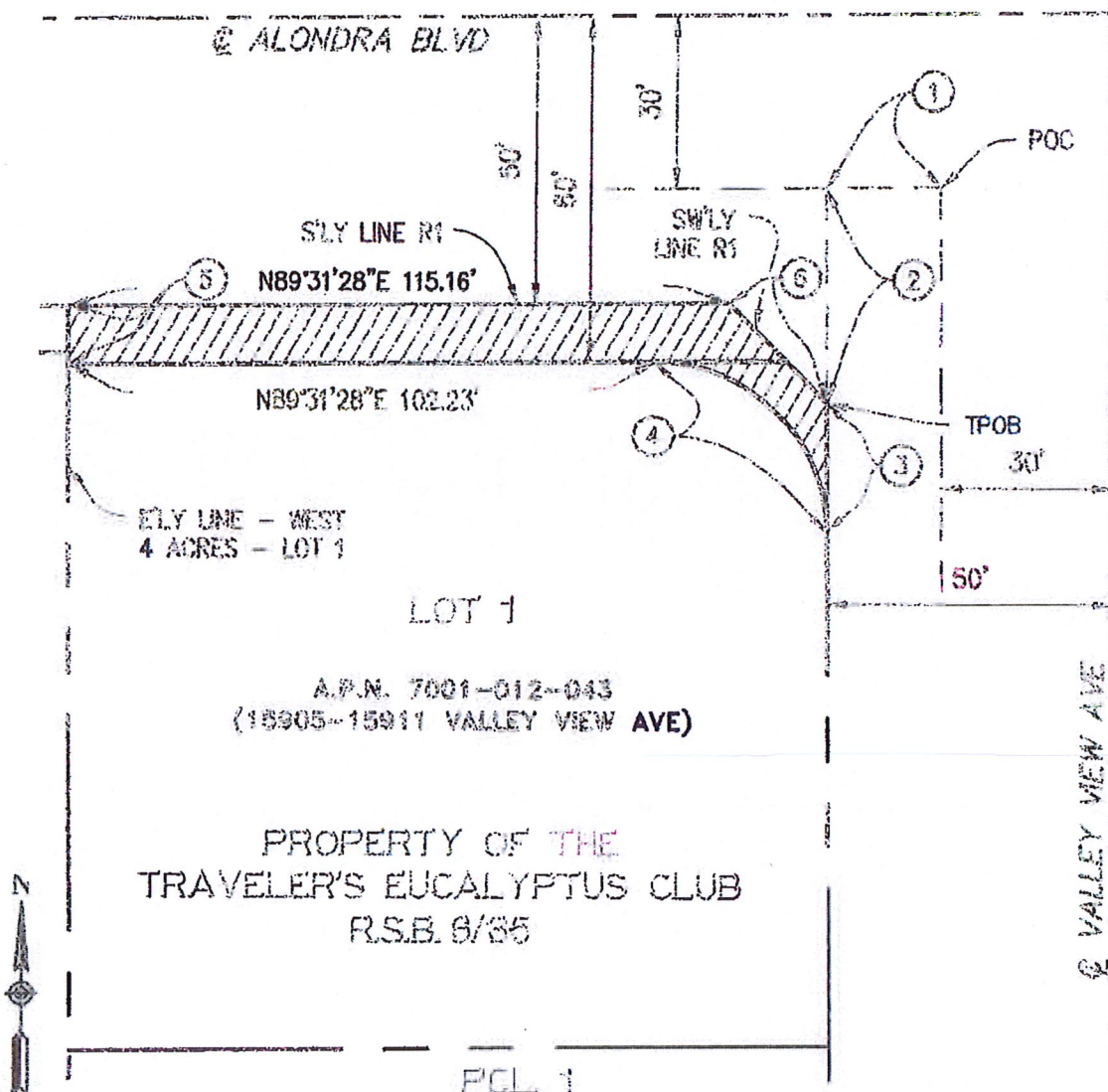
All as shown on Exhibit 'B' attached hereto and made a part hereof.

Subject to covenants, conditions, reservations, restrictions, rights-of-way and easements, if any, of record.


JAMES L. GARVIN, PLS 6343



EXHIBIT "B"



Anderson Penna Partners
3737 Birch Street, Suite 250
Newport Beach, CA 92660
P. 949.422.1500 f. 949.258.5053
APPROVED BY *James L. Garry* 2/16/2017

SW CORNER VALLEY VIEW/ALONDRA
RIGHT OF WAY ACQUISITION
A.P.N. 7001-012-043

SHEET
1 OF 1
DATE: 02/17

02-22-2017

EXHIBIT A
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT
AP NO. 7001-012-043 (15905-15911 VALLEY VIEW AVENUE)

That portion of Lot 1 of the "Property of the Traveler's Eucalyptus Club", in the Rancho Los Coyotes, in the City of Santa Fe Springs, County of Los Angeles, State of California, as shown on the map as filed in Book 6, Page 35 of Record of Surveys, in the office of the County Recorder of said County, described as follows:

Commencing at the intersection of a line being parallel with and 30.00 feet southerly of the centerline of Alondra Boulevard with a line being parallel with and 30.00 feet westerly of the centerline of Valley View Avenue as said centerlines are shown on Parcel Map No. 25381 as filed in Book 298, Pages 89 and 90 of Parcel Maps in the Office of said County Recorder; thence along first said parallel line South 89° 31' 28" West 20.00 feet to a line parallel with and 50.00 feet westerly of said centerline of Valley View Avenue; thence leaving said parallel line along last said parallel line South 00° 36' 09" East 37.00 feet to an angle point in the southwesterly line of the land as described in the Easement Deed to the City of Santa Fe Springs recorded March 6, 1961 as Instrument No. 3209 of Official Records, in the Office of said County Recorder; thence continuing along said parallel line South 00° 36' 09" East 22.93 feet to a point of cusp with a tangent curve concave southwesterly having a radius of 30.00 feet, the westerly terminus of said curve being tangent with a line being parallel with and 60.00 feet southerly of said centerline of Alondra Boulevard, said point also being the True Point of Beginning; thence leaving said parallel line northerly, northwesterly and westerly 47.06 feet along said curve through a central angle of 89° 52' 23" to said parallel line; thence along last said parallel line South 89° 31' 28" West 102.23 feet to the easterly line of the West 4 Acres of said Lot 1; thence leaving said parallel line along said Easterly line South 0° 36' 09" East 18.00 feet; thence leaving said Easterly line South 85° 34' 33" East 46.87 feet; thence North 89° 15' 10" East 6.11 feet; thence North 00° 44' 50" West 5.46 feet; thence North 89° 34' 22" East 10.50 feet; thence North 00° 27' 33" West 6.52 to a line parallel with and 70.00 feet southerly of said centerline of Alondra Boulevard; thence along said parallel line North 89° 31' 28" East 37.79 feet to the beginning of a curve concave southwesterly having a radius of 20.00 feet, the southerly terminus of said curve being tangent with said line being parallel with and 60.00 feet westerly of the centerline of Valley View Avenue; thence leaving said parallel line southeasterly and southerly 31.37 feet along said curve through a central angle of 89° 52' 23" to last said parallel line; thence non-tangent North 89° 23' 51" East 10.00 feet to the True Point of Beginning.

Containing an area of 2,027 square feet, more or less.

All as shown on Exhibit 'B' attached hereto and made a part hereof.

Subject to covenants, conditions, reservations, restrictions, rights-of-way and easements, if any, of record.


JAMES L. GARVIN, PLS 6343



EXHIBIT B

EXHIBIT B

ALONDA BOULEVARD AND VALLEY VIEW AVENUE INTERSECTION PROJECT DESCRIPTION

The purposes of the Alondra Boulevard and Valley View Avenue Intersection Project are:

1. Restripe Alondra Boulevard to provide a right/through lane;
2. Provide two (2) through lanes and dual left-turn lanes for both east and westbound directions;
3. Widen the south side of Alondra Boulevard and reconstruct the raised median east of the intersection

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE.

CERTIFIED MAIL®



7019 2970 0001 5391 3128
7019 2970 0001 5391 3128

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee	\$ 3.55
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$ 2.85
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$ 1.20
Total Postage and Fees	\$ 4.60

Postmark
Here

Sent To: Elm Properties Group - Virginia Jnovsky
 Street and Apt. No., or PO Box No. 17241 Bullock Street
 City, State, ZIP+4® Encino, CA 91316
 PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Elm Properties Group, LLC
17241 Bullock St.
Encino, CA 91316
Attn: Virginia Jnovsky



9590 9402 4567 8278 4765 92

2. Article Number (Transfer from service label)

7019 2970 0001 5391 3128

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent
☒ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™
<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery
<input type="checkbox"/> Certified Mail Restricted Delivery	<input checked="" type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery

Domestic Return Receipt

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL®



7019 2970 0001 5391 3111
7019 2970 0001 5391 3111

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee	\$ 3.55
Extra Services & Fees (check box, add fee as appropriate)	\$ 2.05
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	
<input type="checkbox"/> Return Receipt (electronic)	
<input type="checkbox"/> Certified Mail Restricted Delivery	
<input type="checkbox"/> Adult Signature Required	
<input type="checkbox"/> Adult Signature Restricted Delivery	
Postage	\$ 1.20
Total Postage and Fees	\$ 7.60

Postmark
Here

Sent To: Elm Properties Group, LLC - Raffi Nizanian
Street and Apt. No., or PO Box No.
3055 Wilshire Boulevard, Ste. 630
City, State, ZIP+4®
Los Angeles, CA 90010
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Elm Properties Group, LLC
Raffi Nizanian
3055 Wilshire Blvd, Ste. 630
Los Angeles CA 90010



9590 9402 4567 8278 4766 08

2. Article Number (Transfer from service label)

7019 2970 0001 5391 3111

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent
X ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- | | |
|--|---|
| <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ |
| <input checked="" type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input checked="" type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation™ |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL®



7019 2970 0001 5391 3043
7019 2970 0001 5391 3043

**U.S. Postal Service
CERTIFIED MAIL® RECEIPT
Domestic Mail Only**

For delivery information, visit our website at www.usps.com®

OFFICIAL USE

Certified Mail Fee	\$ 3.55
Extra Services & Fees (check box, add fee as appropriate)	
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 2.85
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$ 1.20
Total Postage and Fees	\$ 7.60

Postmark
Here

Sent To: Elm Properties Group, LLC - Andrew Lee
 Street and Apt. No., or PO Box No. 3904 West 182nd St
 City, State, ZIP+4® Torrance, CA 90504-4838
 PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Elm Properties Group, LLC
3904 West 182nd St
Torrance, CA 90504-4838
Attn: Andrew Lee



9590 9402 4567 8278 4766 15

2. Article Number (Transfer from service label)

7019 2970 0001 5391 3043

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™
<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery
<input type="checkbox"/> Certified Mail Restricted Delivery	<input checked="" type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery

Mail Restricted Delivery (00)

Domestic Return Receipt



11710 E. TELEGRAPH ROAD ♦ CA ♦ 90670-3679 ♦ (562) 868-0511 ♦ (562) 868-7112 ♦ WWW.SANTAFESPRINGS.ORG

DEPARTMENT OF PUBLIC WORKS

June 25, 2020

Tenant
Starbucks Coffee #9327
Howard Schultz
P.O. Box 34442, S-Tax2
Seattle, WA 98124-1442

Agent for Service of Process for Tenant
Starbucks Coffee #9327
15905 Valley View Avenue
Santa Fe Springs, CA 90670

Re: *City of Santa Fe Springs Notice of Intent to Acquire Certain Real Property or
Interest in Real Property by Eminent Domain (Code of Civil Procedure §12.45-235)*
NOTICE OF HEARING DATE ON RESOLUTION OF NECESSITY

Dear Tenant:

The law provides procedures for public agencies to acquire private property for public use. It requires that every agency which intends to condemn property notify the owners of its intention to condemn. California Code of Civil Procedure (CCP) Section 1240.030 provides that the power of eminent domain may be exercised to acquire property for a proposed project if the following three conditions are established:

- (A) The public interest and necessity require the project.
- (B) The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
- (C) The property sought to be acquired is necessary for the project.

Generally, CCP Section 1245.230 requires that the offer required by Section 7267.2 of the Government Code has been made to the owner of record. However, the City intends only to acquire various easements on your real property, Section 7267.2 does not apply.

You are hereby notified that the City Council of the City of Santa Fe Springs will be asked to decide if the above conditions have been met concerning your property and, if so, to adopt a Resolution of Necessity ("Resolution") at a hearing during its public meeting to be held on **August 13, 2020**, at 6:00 PM at 11710 Telegraph Rd., Santa Fe Springs, CA 90670.

WILLIAM K. ROUNDS, MAYOR ♦ JOHN M. MORA, MAYOR PRO TEM
CITY COUNCIL
ANNETTE RODRIGUEZ ♦ JUANITA TRUJILLO ♦ JOE ANGEL ZAMORA
CITY MANAGER
RAYMOND R. CRUZ

Questions regarding the amount of compensation to be paid or the value of the property to be acquired are not part of this proceeding and the City Council will not consider such in determining whether a Resolution should be adopted.

The City Council's adoption of the Resolution authorizes the City of Santa Fe Springs ("City") to acquire the property by eminent domain. Within six months of the adoption of the Resolution, the City will prepare and file a complaint in Superior Court commencing the eminent domain proceeding. All issues related to the compensation to be awarded for the acquisition of your property will be resolved in this court proceeding, or, if the parties are so inclined, by way of an out of court settlement. Legal descriptions and depictions of property interests sought to be acquired are attached hereto at Exhibit "A." Additionally, the proposed Alondra Boulevard and Velley View Avenue Intersection Project, which was identified in the Statutory Written Offer Letter previously received by you from the City, is more particularly described in Exhibit "B" attached hereto.

The law provides you an opportunity to appear before the City Council and raise questions concerning only the three conditions referred to in CCP 1240.030. as cited above. If you file a written request to appear (within 15 days from the mailing of this Notice), you are entitled to appear and object to the adoption of the Resolution.

Your written request to appear should include a statement indicating which of the three conditions listed in the first paragraph above you contend have not been met. By designating which of the conditions form the basis of your challenge and explaining why you believe they have not been met, you will enable the City to conduct a full and expeditious review of the project's effect on your property and may ask for your participation. Based on this review, the City staff can adequately report to the City Council at the meeting at which you intend to appear.

Your written request to appear must actually be on file with the City within the 15-day period set forth above. Failure to file a written request to appear will result in a waiver of your right to appear and be heard.

All requests to appear must be sent for filing to: City Manager, Raymond R. Cruz.

For your convenience, if you are unable to personally appear or choose to submit written objections in place of a personal appearance, the City Council will consider any written objections so long as they are filed within the 15-day period set forth above. All written objections filed with the City within the 15-day period will become part of the official record of the meeting at which the City Council hears the Resolution. We recommend that if you intend to appear, or if you intend to submit written objections in place of an appearance, you mail your correspondence Certified Mail, Return Receipt Requested to confirm that your response was received within the 15-day period.

Sincerely,



Raymond R. Cruz, City Manager
City of Santa Fe Springs

02-22-2017

EXHIBIT A
LEGAL DESCRIPTION
R/W ACQUISITION VALLEY VIEW AVENUE AND ALONDRA BOULEVARD
AP NO. 7001-012-043 (15905-15911 VALLEY VIEW AVENUE)

That portion of Lot 1 of the "Property of the Traveler's Eucalyptus Club", in the Rancho Los Coyotes, in the City of Santa Fe Springs, County of Los Angeles, State of California, as shown on the map as filed in Book 6, Page 35 of Record of Surveys, in the office of the County Recorder of said County, described as follows:

Commencing at the intersection of a line being parallel with and 30.00 feet southerly of the centerline of Alondra Boulevard with a line being parallel with and 30.00 feet westerly of the centerline of Valley View Avenue as said centerlines are shown on Parcel Map No. 25381 as filed in Book 298, Pages 89 and 90 of Parcel Maps in the Office of said County Recorder; thence along first said parallel line South $89^{\circ} 31' 28''$ West 20.00 feet to a line parallel with and 50.00 feet westerly of said centerline of Valley View Avenue; thence leaving said parallel line along last said parallel line South $00^{\circ} 36' 09''$ East 37.00 feet to the True Point of Beginning; thence continuing along said parallel line South $00^{\circ} 36' 09''$ East 22.93 feet to a point of cusp with a tangent curve concave southwesterly having a radius of 30.00 feet, the westerly terminus of said curve being tangent with a line being parallel with and 60.00 feet southerly of said centerline of Alondra Boulevard; thence leaving said parallel line northerly, northwesterly and westerly 47.06 feet along said curve through a central angle of $89^{\circ} 52' 23''$ to said parallel line; thence along last said parallel line South $89^{\circ} 31' 28''$ West 102.23 feet to the easterly line of the West 4 Acres of said Lot 1; thence leaving said parallel line along said Easterly line North $0^{\circ} 36' 14''$ West 10.00 feet to a line being parallel with and 50.00 feet southerly of said centerline of Alondra Boulevard, said parallel line also being the southerly line of the land as described in the Easement Deed to the City of Santa Fe Springs recorded March 6, 1961 as Instrument No. 3209 of Official Records, in the Office of said County Recorder; thence leaving said Easterly line along last said parallel line North $89^{\circ} 31' 28''$ East 115.16 feet to the southwesterly line of said Easement Deed; thence leaving said parallel line along said southwesterly line South $45^{\circ} 32' 19''$ East 24.06 feet to the True Point of Beginning.

Containing an area of 1,369 square feet, more or less.

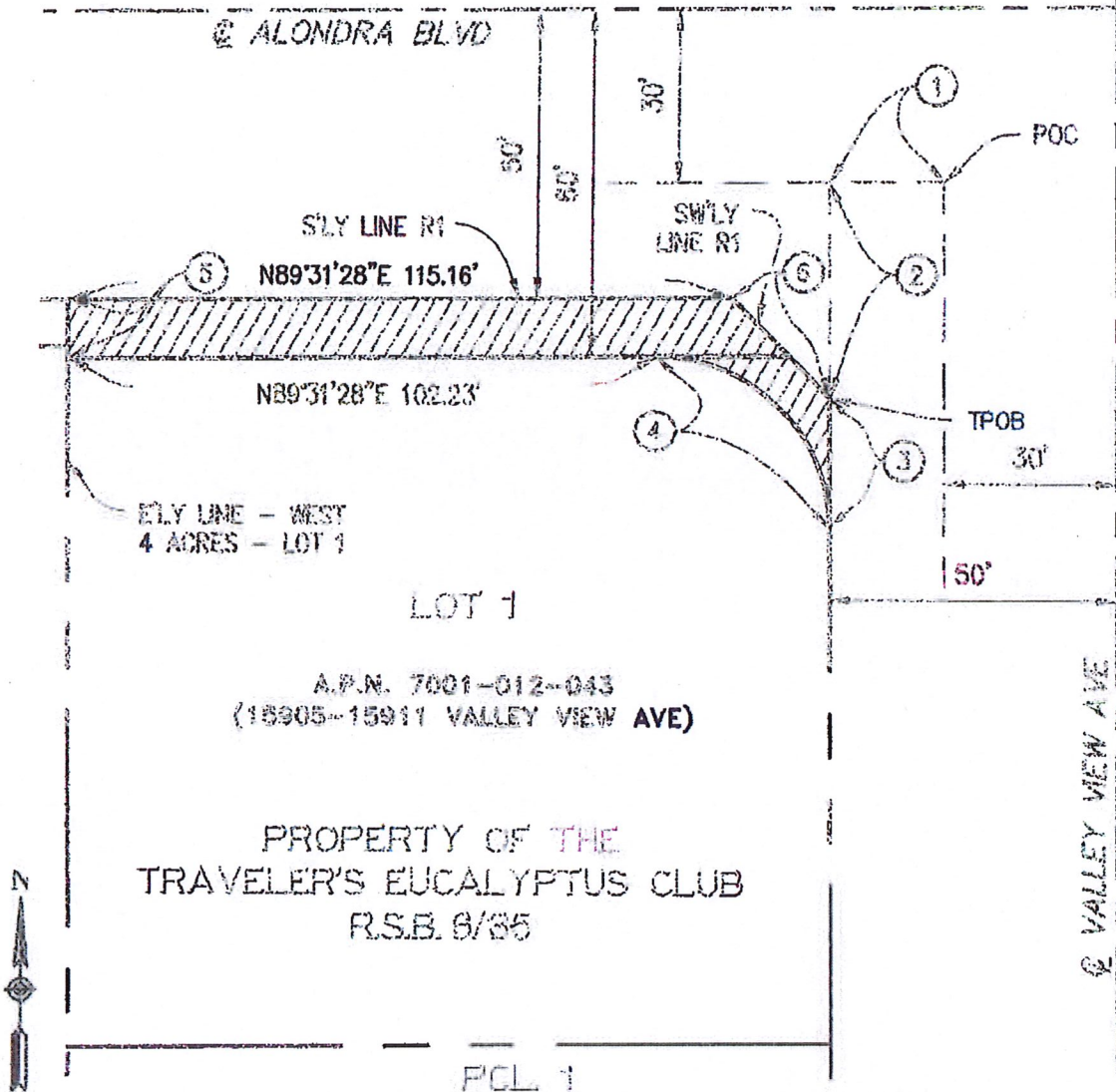
All as shown on Exhibit 'B' attached hereto and made a part hereof.

Subject to covenants, conditions, reservations, restrictions, rights-of-way and easements, if any, of record.


JAMES L. GARVIN, PLS 6343



EXHIBIT "B"



0 15 30 FEET



RECORD REFERENCES

R1 - EASEMENT DEED - REC
3-6-1961, INST. NO.
3209, O.R.

LEGEND

- INDICATES R/W ACQUISITION AREA
(1,369 SQ. FT.)

COURSE DATA TABLE

- ① N89°31'28"E 20.00' (20.00' R1)
- ② N00°36'09"W 37.00' (37.00' R1)
- ③ N00°36'09"W 22.93'
- ④ A= 89°52'23" R=30.00' L=47.06'
- ⑤ N00°36'14"W 10.00'
- ⑥ N45°32'19"W 24.06'

Anderson Penna Partners
3737 Birch Street, Suite 250
Newport Beach, CA 92660
P. 949.428.1500 F. 949.258.5053
James L. Garvin 2/16/2017
APPROVED BY

SW CORNER VALLEY VIEW/ALONDRA

RIGHT OF WAY ACQUISITION

A.P.N. 7001-012-043

SHEET
1 OF 1

DATE: 02/17

02-22-2017

EXHIBIT A
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT
AP NO. 7001-012-043 (15905-15911 VALLEY VIEW AVENUE)

That portion of Lot 1 of the "Property of the Traveler's Eucalyptus Club", in the Rancho Los Coyotes, in the City of Santa Fe Springs, County of Los Angeles, State of California, as shown on the map as filed in Book 6, Page 35 of Record of Surveys, in the office of the County Recorder of said County, described as follows:

Commencing at the intersection of a line being parallel with and 30.00 feet southerly of the centerline of Alondra Boulevard with a line being parallel with and 30.00 feet westerly of the centerline of Valley View Avenue as said centerlines are shown on Parcel Map No. 25381 as filed in Book 298, Pages 89 and 90 of Parcel Maps in the Office of said County Recorder; thence along first said parallel line South $89^{\circ} 31' 28''$ West 20.00 feet to a line parallel with and 50.00 feet westerly of said centerline of Valley View Avenue; thence leaving said parallel line along last said parallel line South $00^{\circ} 36' 09''$ East 37.00 feet to an angle point in the southwesterly line of the land as described in the Easement Deed to the City of Santa Fe Springs recorded March 6, 1961 as Instrument No. 3209 of Official Records, in the Office of said County Recorder; thence continuing along said parallel line South $00^{\circ} 36' 09''$ East 22.93 feet to a point of cusp with a tangent curve concave southwesterly having a radius of 30.00 feet, the westerly terminus of said curve being tangent with a line being parallel with and 60.00 feet southerly of said centerline of Alondra Boulevard, said point also being the True Point of Beginning; thence leaving said parallel line northerly, northwesterly and westerly 47.06 feet along said curve through a central angle of $89^{\circ} 52' 23''$ to said parallel line; thence along last said parallel line South $89^{\circ} 31' 28''$ West 102.23 feet to the easterly line of the West 4 Acres of said Lot 1; thence leaving said parallel line along said Easterly line South $0^{\circ} 36' 09''$ East 18.00 feet; thence leaving said Easterly line South $85^{\circ} 34' 33''$ East 46.87 feet; thence North $89^{\circ} 15' 10''$ East 6.11 feet; thence North $00^{\circ} 44' 50''$ West 5.46 feet; thence North $89^{\circ} 34' 22''$ East 10.50 feet; thence North $00^{\circ} 27' 33''$ West 6.52 to a line parallel with and 70.00 feet southerly of said centerline of Alondra Boulevard; thence along said parallel line North $89^{\circ} 31' 28''$ East 37.79 feet to the beginning of a curve concave southwesterly having a radius of 20.00 feet, the southerly terminus of said curve being tangent with said line being parallel with and 60.00 feet westerly of the centerline of Valley View Avenue; thence leaving said parallel line southeasterly and southerly 31.37 feet along said curve through a central angle of $89^{\circ} 52' 23''$ to last said parallel line; thence non-tangent North $89^{\circ} 23' 51''$ East 10.00 feet to the True Point of Beginning.

Containing an area of 2,027 square feet, more or less.

All as shown on Exhibit 'B' attached hereto and made a part hereof.

Subject to covenants, conditions, reservations, restrictions, rights-of-way and easements, if any, of record.


JAMES L. GARVIN, PLS 6343



EXHIBIT B

ALONDA BOULEVARD AND VALLEY VIEW AVENUE INTERSECTION PROJECT DESCRIPTION

The purposes of the Alondra Boulevard and Valley View Avenue Intersection Project are:

1. Restripe Alondra Boulevard to provide a right/through lane;
2. Provide two (2) through lanes and dual left-turn lanes for both east and westbound directions;
3. Widen the south side of Alondra Boulevard and reconstruct the raised median east of the intersection



11710 E. TELEGRAPH ROAD ♦ CA ♦ 90670-3679 ♦ (562) 868-0511 ♦ (562) 868-7112 ♦ WWW.SANTAFESPRINGS.ORG

DEPARTMENT OF PUBLIC WORKS

June 25, 2020

Tenant
Subway #28706 – LSBS
15911 Valley View Ave
Santa Fe Springs, CA 90670

Agent for Service of Process for Tenant
Ravinder Marwaha
Subway #28706 – LSBS
2551 West Woodland Drive
Anaheim, CA 92801

Re: *City of Santa Fe Springs Notice of Intent to Acquire Certain Real Property or
Interest in Real Property by Eminent Domain (Code of Civil Procedure §12.45-235)*
NOTICE OF HEARING DATE ON RESOLUTION OF NECESSITY

Dear Tenant:

The law provides procedures for public agencies to acquire private property for public use. It requires that every agency which intends to condemn property notify the owners of its intention to condemn. California Code of Civil Procedure (CCP) Section 1240.030 provides that the power of eminent domain may be exercised to acquire property for a proposed project if the following three conditions are established:

- (A) The public interest and necessity require the project.
- (B) The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
- (C) The property sought to be acquired is necessary for the project.

Generally, CCP Section 1245.230 requires that the offer required by Section 7267.2 of the Government Code has been made to the owner of record. However, the City intends only to acquire various easements on your real property, Section 7267.2 does not apply.

You are hereby notified that the City Council of the City of Santa Fe Springs will be asked to decide if the above conditions have been met concerning your property and, if so, to adopt a Resolution of Necessity ("Resolution") at a hearing during its public meeting to be held on **August 13, 2020**, at 6:00 PM at 11710 Telegraph Rd., Santa Fe Springs, CA 90670.

WILLIAM K. ROUNDS, MAYOR ♦ JOHN M. MORA, MAYOR PRO TEM
CITY COUNCIL
ANNETTE RODRIGUEZ ♦ JUANITA TRUJILLO ♦ JOE ANGEL ZAMORA
CITY MANAGER
RAYMOND R. CRUZ

Questions regarding the amount of compensation to be paid or the value of the property to be acquired are not part of this proceeding and the City Council will not consider such in determining whether a Resolution should be adopted.

The City Council's adoption of the Resolution authorizes the City of Santa Fe Springs ("City") to acquire the property by eminent domain. Within six months of the adoption of the Resolution, the City will prepare and file a complaint in Superior Court commencing the eminent domain proceeding. All issues related to the compensation to be awarded for the acquisition of your property will be resolved in this court proceeding, or, if the parties are so inclined, by way of an out of court settlement. Legal descriptions and depictions of property interests sought to be acquired are attached hereto at Exhibit "A." Additionally, the proposed Alondra Boulevard and Velley View Avenue Intersection Project, which was identified in the Statutory Written Offer Letter previously received by you from the City, is more particularly described in Exhibit "B" attached hereto.

The law provides you an opportunity to appear before the City Council and raise questions concerning only the three conditions referred to in CCP 1240.030. as cited above. If you file a written request to appear (within 15 days from the mailing of this Notice), you are entitled to appear and object to the adoption of the Resolution.


Your written request to appear should include a statement indicating which of the three conditions listed in the first paragraph above you contend have not been met. By designating which of the conditions form the basis of your challenge and explaining why you believe they have not been met, you will enable the City to conduct a full and expeditious review of the project's effect on your property and may ask for your participation. Based on this review, the City staff can adequately report to the City Council at the meeting at which you intend to appear.

Your written request to appear must actually be on file with the City within the 15-day period set forth above. Failure to file a written request to appear will result in a waiver of your right to appear and be heard.

All requests to appear must be sent for filing to: City Manager, Raymond R. Cruz.

For your convenience, if you are unable to personally appear or choose to submit written objections in place of a personal appearance, the City Council will consider any written objections so long as they are filed within the 15-day period set forth above. All written objections filed with the City within the 15-day period will become part of the official record of the meeting at which the City Council hears the Resolution. We recommend that if you intend to appear, or if you intend to submit written objections in place of an appearance, you mail your correspondence Certified Mail, Return Receipt Requested to confirm that your response was received within the 15-day period.

Sincerely,


Raymond R. Cruz, City Manager
City of Santa Fe Springs

02-22-2017

EXHIBIT A
LEGAL DESCRIPTION
R/W ACQUISITION VALLEY VIEW AVENUE AND ALONDRA BOULEVARD
AP NO. 7001-012-043 (15905-15911 VALLEY VIEW AVENUE)

That portion of Lot 1 of the "Property of the Traveler's Eucalyptus Club", in the Rancho Los Coyotes, in the City of Santa Fe Springs, County of Los Angeles, State of California, as shown on the map as filed in Book 6, Page 35 of Record of Surveys, in the office of the County Recorder of said County, described as follows:

Commencing at the intersection of a line being parallel with and 30.00 feet southerly of the centerline of Alondra Boulevard with a line being parallel with and 30.00 feet westerly of the centerline of Valley View Avenue as said centerlines are shown on Parcel Map No. 25381 as filed in Book 298, Pages 89 and 90 of Parcel Maps in the Office of said County Recorder; thence along first said parallel line South $89^{\circ} 31' 28''$ West 20.00 feet to a line parallel with and 50.00 feet westerly of said centerline of Valley View Avenue; thence leaving said parallel line along last said parallel line South $00^{\circ} 36' 09''$ East 37.00 feet to the True Point of Beginning; thence continuing along said parallel line South $00^{\circ} 36' 09''$ East 22.93 feet to a point of cusp with a tangent curve concave southwesterly having a radius of 30.00 feet, the westerly terminus of said curve being tangent with a line being parallel with and 60.00 feet southerly of said centerline of Alondra Boulevard; thence leaving said parallel line northerly, northwesterly and westerly 47.06 feet along said curve through a central angle of $89^{\circ} 52' 23''$ to said parallel line; thence along last said parallel line South $89^{\circ} 31' 28''$ West 102.23 feet to the easterly line of the West 4 Acres of said Lot 1; thence leaving said parallel line along said Easterly line North $0^{\circ} 36' 14''$ West 10.00 feet to a line being parallel with and 50.00 feet southerly of said centerline of Alondra Boulevard, said parallel line also being the southerly line of the land as described in the Easement Deed to the City of Santa Fe Springs recorded March 6, 1961 as Instrument No. 3209 of Official Records, in the Office of said County Recorder; thence leaving said Easterly line along last said parallel line North $89^{\circ} 31' 28''$ East 115.16 feet to the southwesterly line of said Easement Deed; thence leaving said parallel line along said southwesterly line South $45^{\circ} 32' 19''$ East 24.06 feet to the True Point of Beginning.

Containing an area of 1,369 square feet, more or less.

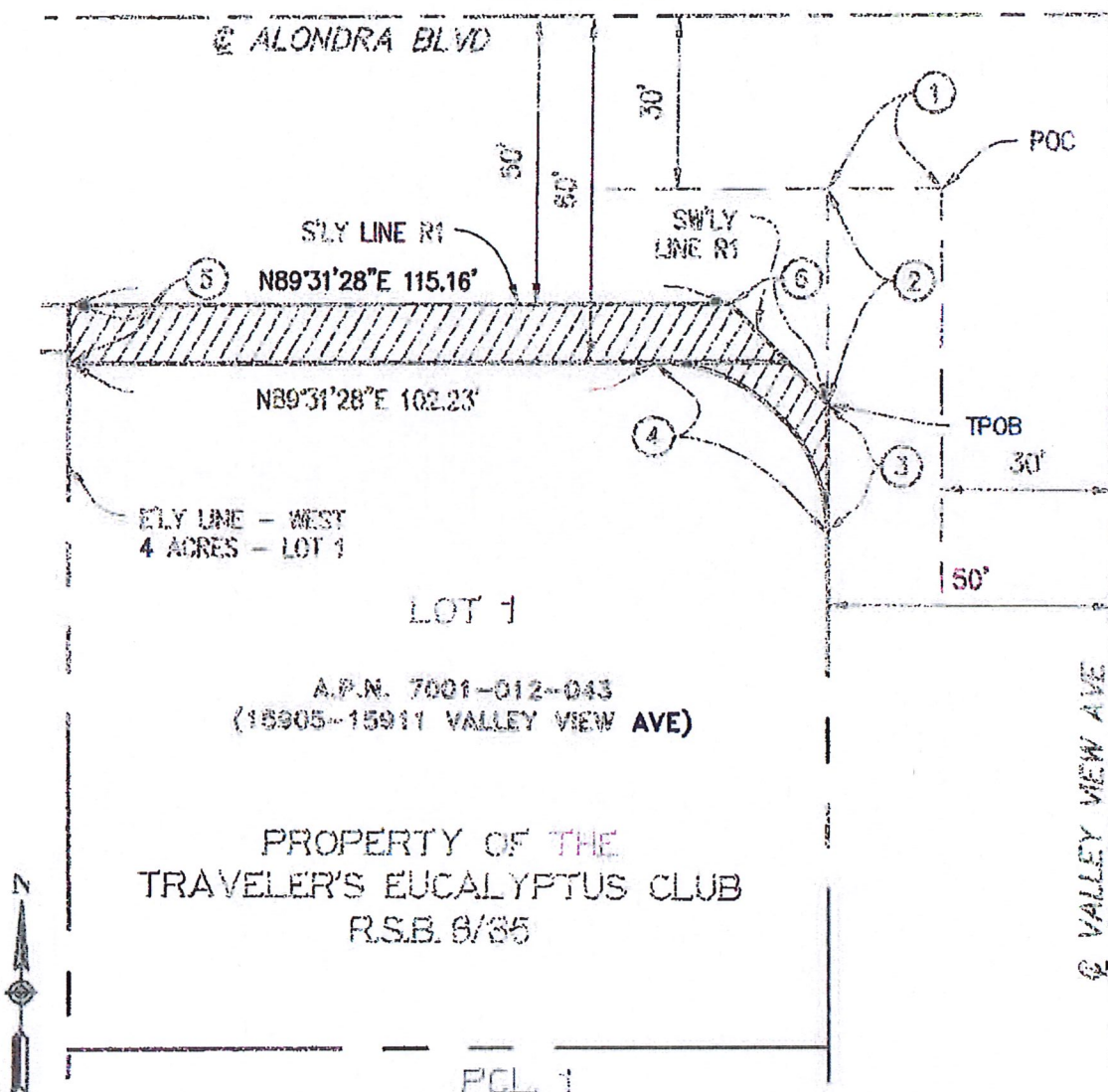
All as shown on Exhibit 'B' attached hereto and made a part hereof.

Subject to covenants, conditions, reservations, restrictions, rights-of-way and easements, if any, of record.


JAMES L. GARVIN, PLS 6343



EXHIBIT "B"



A.P.N. 7001-012-043
(15905-15911 VALLEY VIEW AVE)

PROPERTY OF THE
TRAVELER'S EUCALYPTUS CLUB
R.S.B. 6/85

PCL 1

P.M. NO. 25381
P.M.B. 298/89-00

COURSE DATA TABLE

- ① N89°31'28"E 20.00' (20.00' R1)
- ② N00°36'09"W 37.00' (37.00' R1)
- ③ N00°36'09"W 22.93'
- ④ Δ= 89°52'23" R=30.00' L=47.06'
- ⑤ N00°36'14"W 10.00'
- ⑥ N45°32'19"W 24.06'

RECORD REFERENCES

R1 - EASEMENT DEED - REC
3-6-1961, INST. NO.
3209, O.R.

LEGEND

- INDICATES R/W ACQUISITION AREA
(1,369 SQ. FT.)



Anderson Penna Partners
3737 Birch Street, Suite 250
Newport Beach, CA 92660
P. 949.428.1500 F. 949.258.5053
James L. Garvin 2/4/2017
APPROVED BY

SW CORNER VALLEY VIEW/ALONDRA

RIGHT OF WAY ACQUISITION

A.P.N. 7001-012-043

SHEET
1 OF 1

DATE: 02/17

02-22-2017

EXHIBIT A
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT
AP NO. 7001-012-043 (15905-15911 VALLEY VIEW AVENUE)

That portion of Lot 1 of the "Property of the Traveler's Eucalyptus Club", in the Rancho Los Coyotes, in the City of Santa Fe Springs, County of Los Angeles, State of California, as shown on the map as filed in Book 6, Page 35 of Record of Surveys, in the office of the County Recorder of said County, described as follows:

Commencing at the intersection of a line being parallel with and 30.00 feet southerly of the centerline of Alondra Boulevard with a line being parallel with and 30.00 feet westerly of the centerline of Valley View Avenue as said centerlines are shown on Parcel Map No. 25381 as filed in Book 298, Pages 89 and 90 of Parcel Maps in the Office of said County Recorder; thence along first said parallel line South $89^{\circ} 31' 28''$ West 20.00 feet to a line parallel with and 50.00 feet westerly of said centerline of Valley View Avenue; thence leaving said parallel line along last said parallel line South $00^{\circ} 36' 09''$ East 37.00 feet to an angle point in the southwesterly line of the land as described in the Easement Deed to the City of Santa Fe Springs recorded March 6, 1961 as Instrument No. 3209 of Official Records, in the Office of said County Recorder; thence continuing along said parallel line South $00^{\circ} 36' 09''$ East 22.93 feet to a point of cusp with a tangent curve concave southwesterly having a radius of 30.00 feet, the westerly terminus of said curve being tangent with a line being parallel with and 60.00 feet southerly of said centerline of Alondra Boulevard, said point also being the True Point of Beginning; thence leaving said parallel line northerly, northwesterly and westerly 47.06 feet along said curve through a central angle of $89^{\circ} 52' 23''$ to said parallel line; thence along last said parallel line South $89^{\circ} 31' 28''$ West 102.23 feet to the easterly line of the West 4 Acres of said Lot 1; thence leaving said parallel line along said Easterly line South $0^{\circ} 36' 09''$ East 18.00 feet; thence leaving said Easterly line South $85^{\circ} 34' 33''$ East 46.87 feet; thence North $89^{\circ} 15' 10''$ East 6.11 feet; thence North $00^{\circ} 44' 50''$ West 5.46 feet; thence North $89^{\circ} 34' 22''$ East 10.50 feet; thence North $00^{\circ} 27' 33''$ West 6.52 to a line parallel with and 70.00 feet southerly of said centerline of Alondra Boulevard; thence along said parallel line North $89^{\circ} 31' 28''$ East 37.79 feet to the beginning of a curve concave southwesterly having a radius of 20.00 feet, the southerly terminus of said curve being tangent with said line being parallel with and 60.00 feet westerly of the centerline of Valley View Avenue; thence leaving said parallel line southeasterly and southerly 31.37 feet along said curve through a central angle of $89^{\circ} 52' 23''$ to last said parallel line; thence non-tangent North $89^{\circ} 23' 51''$ East 10.00 feet to the True Point of Beginning.

Containing an area of 2,027 square feet, more or less.

All as shown on Exhibit 'B' attached hereto and made a part hereof.

Subject to covenants, conditions, reservations, restrictions, rights-of-way and easements, if any, of record.


JAMES L. GARVIN, PLS 6343



EXHIBIT B

ALONDA BOULEVARD AND VALLEY VIEW AVENUE INTERSECTION PROJECT DESCRIPTION

The purposes of the Alondra Boulevard and Valley View Avenue Intersection Project are:

1. Restripe Alondra Boulevard to provide a right/through lane;
2. Provide two (2) through lanes and dual left-turn lanes for both east and westbound directions;
3. Widen the south side of Alondra Boulevard and reconstruct the raised median east of the intersection



11710 E. TELEGRAPH ROAD ♦ CA ♦ 90670-3679 ♦ (562) 868-0511 ♦ (562) 868-7112 ♦ WWW.SANTAFESPRINGS.ORG

DEPARTMENT OF PUBLIC WORKS

June 25, 2020

Tenant
Affluent Staffing, LLC
15907 Valley View Avenue
Santa Fe Springs, CA 90670

Agent for Service of Process for Tenant
Affluent Staffing, LLC
George Escalante
13132 Garden Grove Blvd, #A
Garden Grove, CA 92843

Re: *City of Santa Fe Springs Notice of Intent to Acquire Certain Real Property or
Interest in Real Property by Eminent Domain (Code of Civil Procedure §12.45-235)*
NOTICE OF HEARING DATE ON RESOLUTION OF NECESSITY

Dear Tenant:

The law provides procedures for public agencies to acquire private property for public use. It requires that every agency which intends to condemn property notify the owners of its intention to condemn. California Code of Civil Procedure (CCP) Section 1240.030 provides that the power of eminent domain may be exercised to acquire property for a proposed project if the following three conditions are established:

- (A) The public interest and necessity require the project.
- (B) The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
- (C) The property sought to be acquired is necessary for the project.

Generally, CCP Section 1245.230 requires that the offer required by Section 7267.2 of the Government Code has been made to the owner of record. However, the City intends only to acquire various easements on your real property, Section 7267.2 does not apply.

You are hereby notified that the City Council of the City of Santa Fe Springs will be asked to decide if the above conditions have been met concerning your property and, if so, to adopt a Resolution of Necessity ("Resolution") at a hearing during its public meeting to be held on **August 13, 2020**, at 6:00 PM at 11710 Telegraph Rd., Santa Fe Springs, CA 90670.

WILLIAM K. ROUNDS, MAYOR ♦ JOHN M. MORA, MAYOR PRO TEM
CITY COUNCIL
ANNETTE RODRIGUEZ ♦ JUANITA TRUJILLO ♦ JOE ANGEL ZAMORA
CITY MANAGER
RAYMOND R. CRUZ

Questions regarding the amount of compensation to be paid or the value of the property to be acquired are not part of this proceeding and the City Council will not consider such in determining whether a Resolution should be adopted.

The City Council's adoption of the Resolution authorizes the City of Santa Fe Springs ("City") to acquire the property by eminent domain. Within six months of the adoption of the Resolution, the City will prepare and file a complaint in Superior Court commencing the eminent domain proceeding. All issues related to the compensation to be awarded for the acquisition of your property will be resolved in this court proceeding, or, if the parties are so inclined, by way of an out of court settlement. Legal descriptions and depictions of property interests sought to be acquired are attached hereto at Exhibit "A." Additionally, the proposed Alondra Boulevard and Velley View Avenue Intersection Project, which was identified in the Statutory Written Offer Letter previously received by you from the City, is more particularly described in Exhibit "B" attached hereto.

The law provides you an opportunity to appear before the City Council and raise questions concerning only the three conditions referred to in CCP 1240.030, as cited above. If you file a written request to appear (within 15 days from the mailing of this Notice), you are entitled to appear and object to the adoption of the Resolution.

Your written request to appear should include a statement indicating which of the three conditions listed in the first paragraph above you contend have not been met. By designating which of the conditions form the basis of your challenge and explaining why you believe they have not been met, you will enable the City to conduct a full and expeditious review of the project's effect on your property and may ask for your participation. Based on this review, the City staff can adequately report to the City Council at the meeting at which you intend to appear.

Your written request to appear must actually be on file with the City within the 15-day period set forth above. Failure to file a written request to appear will result in a waiver of your right to appear and be heard.

All requests to appear must be sent for filing to: City Manager, Raymond R. Cruz.

For your convenience, if you are unable to personally appear or choose to submit written objections in place of a personal appearance, the City Council will consider any written objections so long as they are filed within the 15-day period set forth above. All written objections filed with the City within the 15-day period will become part of the official record of the meeting at which the City Council hears the Resolution. We recommend that if you intend to appear, or if you intend to submit written objections in place of an appearance, you mail your correspondence Certified Mail, Return Receipt Requested to confirm that your response was received within the 15-day period.

Sincerely,


Raymond R. Cruz, City Manager
City of Santa Fe Springs

02-22-2017

EXHIBIT A
LEGAL DESCRIPTION
R/W ACQUISITION VALLEY VIEW AVENUE AND ALONDRA BOULEVARD
AP NO. 7001-012-043 (15905-15911 VALLEY VIEW AVENUE)

That portion of Lot 1 of the "Property of the Traveler's Eucalyptus Club", in the Rancho Los Coyotes, in the City of Santa Fe Springs, County of Los Angeles, State of California, as shown on the map as filed in Book 6, Page 35 of Record of Surveys, in the office of the County Recorder of said County, described as follows:

Commencing at the intersection of a line being parallel with and 30.00 feet southerly of the centerline of Alondra Boulevard with a line being parallel with and 30.00 feet westerly of the centerline of Valley View Avenue as said centerlines are shown on Parcel Map No. 25381 as filed in Book 298, Pages 89 and 90 of Parcel Maps in the Office of said County Recorder; thence along first said parallel line South $89^{\circ} 31' 28''$ West 20.00 feet to a line parallel with and 50.00 feet westerly of said centerline of Valley View Avenue; thence leaving said parallel line along last said parallel line South $00^{\circ} 36' 09''$ East 37.00 feet to the True Point of Beginning; thence continuing along said parallel line South $00^{\circ} 36' 09''$ East 22.93 feet to a point of cusp with a tangent curve concave southwesterly having a radius of 30.00 feet, the westerly terminus of said curve being tangent with a line being parallel with and 60.00 feet southerly of said centerline of Alondra Boulevard; thence leaving said parallel line northerly, northwesterly and westerly 47.06 feet along said curve through a central angle of $89^{\circ} 52' 23''$ to said parallel line; thence along last said parallel line South $89^{\circ} 31' 28''$ West 102.23 feet to the easterly line of the West 4 Acres of said Lot 1; thence leaving said parallel line along said Easterly line North $0^{\circ} 36' 14''$ West 10.00 feet to a line being parallel with and 50.00 feet southerly of said centerline of Alondra Boulevard, said parallel line also being the southerly line of the land as described in the Easement Deed to the City of Santa Fe Springs recorded March 6, 1961 as Instrument No. 3209 of Official Records, in the Office of said County Recorder; thence leaving said Easterly line along last said parallel line North $89^{\circ} 31' 28''$ East 115.16 feet to the southwesterly line of said Easement Deed; thence leaving said parallel line along said southwesterly line South $45^{\circ} 32' 19''$ East 24.06 feet to the True Point of Beginning.

Containing an area of 1,369 square feet, more or less.

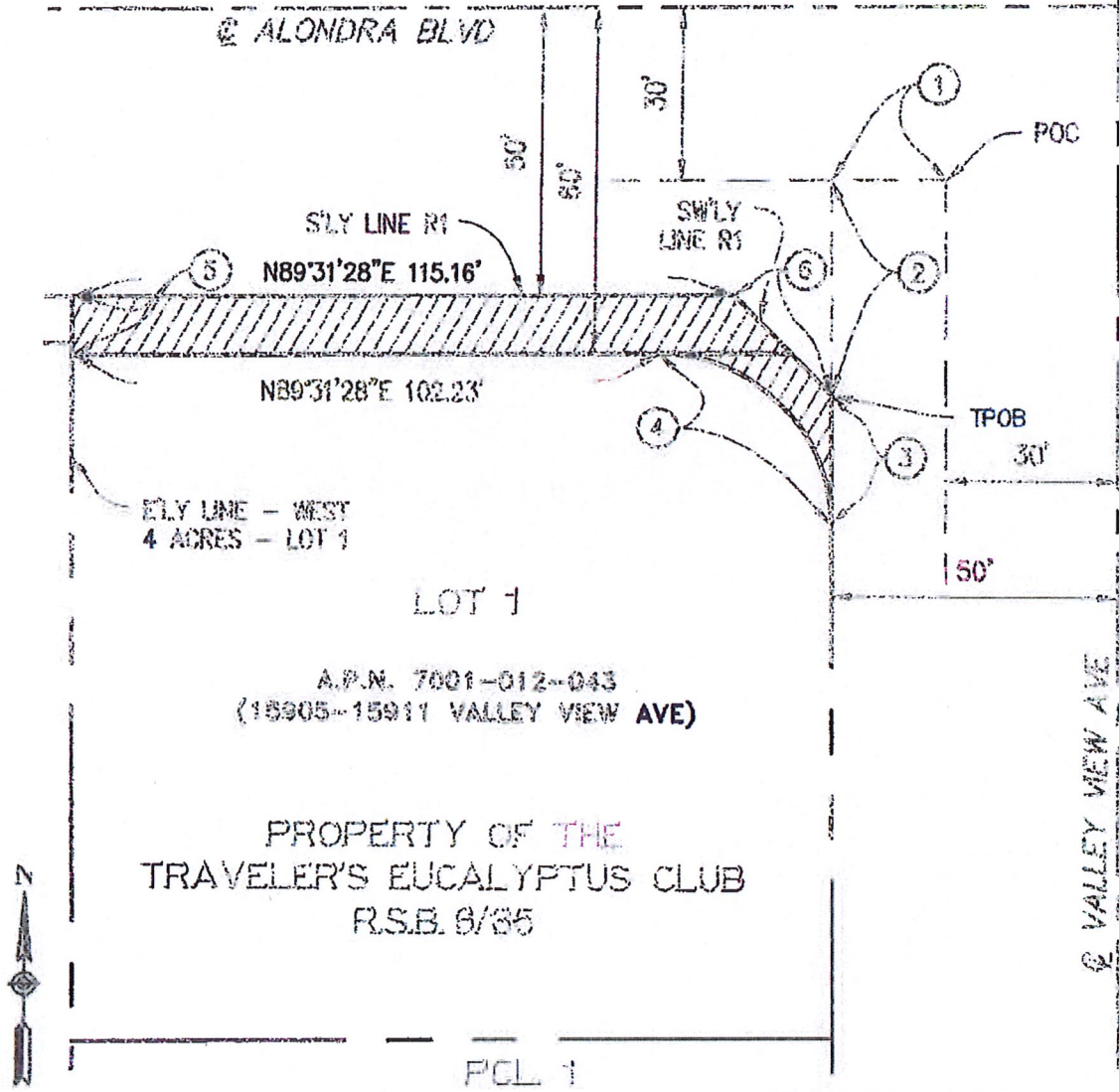
All as shown on Exhibit 'B' attached hereto and made a part hereof.

Subject to covenants, conditions, reservations, restrictions, rights-of-way and easements, if any, of record.


JAMES L. GARVIN, PLS 6343



EXHIBIT "B"



A.P.N. 7001-012-043
(15905-15911 VALLEY VIEW AVE)

PROPERTY OF THE
TRAVELER'S EUCALYPTUS CLUB
R.S.B. 6/85

PCL 1

P.M. NO. 25381
P.M.B. 298/89-00

COURSE DATA TABLE

- ① N69°31'28"E 20.00' (20.00' R1)
- ② N00°36'09"W 37.00' (37.00' R1)
- ③ N00°36'09"W 22.93'
- ④ Δ= 89°52'23" R=30.00' L=47.06'
- ⑤ N00°36'14"W 10.00'
- ⑥ N45°32'19"W 24.06'

RECORD REFERENCES

R1 - EASEMENT DEED - REC
3-6-1961, INST. NO.
3209, O.R.

LEGEND

- INDICATES R/W ACQUISITION AREA
(1,369 SQ. FT.)



Anderson Penna Partners
3737 Birch Street, Suite 250
Newport Beach, CA 92660
P. 949.426.1500 F. 949.258.5053
James L. Garvin 2/4/2017
APPROVED BY

SW CORNER VALLEY VIEW/ALONDRA

RIGHT OF WAY ACQUISITION

A.P.N. 7001-012-043

SHEET
1 OF 1

DATE: 02/17

02-22-2017

EXHIBIT A
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT
AP NO. 7001-012-043 (15905-15911 VALLEY VIEW AVENUE)

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JAMES L. GARVIN, PLS 6343



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1. Restripe Alondra Boulevard to provide a right/through lane;
2. Provide two (2) through lanes and dual left-turn lanes for both east and westbound directions;
3. Widen the south side of Alondra Boulevard and reconstruct the raised median east of the intersection

J & M JONES & MAYER

ATTORNEYS AT LAW

3777 NORTH HARBOR BOULEVARD • FULLERTON, CALIFORNIA 92835
(714) 446-1400 • (562) 697-1751 • FAX (714) 446-1448

Richard D. Jones*

Partners

Martin J. Mayer (1941-2017)
Kimberly Hall Barlow
James R. Touchstone
Thomas P. Duarte
Richard L. Adams II
Christian L. Bettenhausen
Ryan R. Jones

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Monica Choi Arredondo
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Melissa M. Ballard
Baron J. Bettenhausen
Jamaar Boyd-Weatherby
Brooke A. Buchanan
Paul R. Coble
Keith F. Collins
David R. Demurjian

Michael Q. Do
Veronica R. Donovan
Kathya M. Firlik
Russell A. Hildebrand
Crystal V. Hodgson
Krista MacNevin Jee**
Gary S. Kranker
Bruce A. Lindsay
Gregory P. Palmer
Amanda A. Pope

Scott E. Porter
Harold W. Potter
Tarquin Preziosi
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Brittany E. Roberto
Denise L. Rocawich
Ivy M. Tsai
Carmen Vasquez
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Dean J. Pucci
Cary S. Reisman
Steven N. Skolnik
Wendy S. Stockton
Peter E. Tracy
Peter L. Wallin

*a Professional Law Corporation

**Appellate Specialist

Consultant

Mervin D. Feinstein

August 4, 2020

Subway #28706 – LSBS 15911 Valley View Ave Santa Fe Springs, California 90670	Ravinder Marwaha Subway #28706 – LSBS 2551 West Woodland Drive Anaheim, California 92801
Starbucks Coffee #9327 15905 Valley View Avenue Santa Fe Springs, California 90670	Howard Schultz Starbucks Coffee #9327 P.O. Box 34442, S-Tax2 Seattle, Washington 98124-1442
Affluent Staffing, LLC 15907 Valley View Avenue Santa Fe Springs, California 90670	George Escalante Affluent Staffing, LLC 13132 Garden Grove Blvd, #A Garden Grove, California 92843
Andrew Lee Elm Properties Group, LLC 3904 West 182 nd Street Torrance, California	Raffi Nizamian Elm Properties Group, LLC 3055 Wilshire Blvd., Ste. 630 Los Angeles, California 90010
Virginia Janovsky Elm Properties Group, LLC 17241 Bullock Street Encino, California 91316	

Re: Supplemental Notice of Hearing on Resolution of Necessity concerning real property located at 15905 VALLEY VEIW BOULEVARD (APN -7001-12-053)

Dear Property Owner and Tenants:

Jones and Mayer serves as City Attorney for the City of Santa Fe Springs.

The City previously sent to you a 45-Day Notice of Hearing to consider adoption of a Resolution of Necessity in furtherance of the City's intent to condemn certain real property interests in property you own and/or lease.

Supplemental Notice of Hearing on Resolution of Necessity
Property Owners and Tenants
August 4, 2020
Page | 2

This supplemental notice is to advise you that the public hearing will not be held in-person at the City Hall as previously indicated, but rather will be conducted telephonically and electronically in light of statewide public health orders prohibiting in person public meetings of public agencies, including the City. For your further information, please find enclosed a copy of the Public Notice that was published in the newspaper and which contains information and instructions as to how you may participate in the hearing, if you so desire.

Thank you for your attention to this matter.

Very truly yours,



Carrie A. Raven
Deputy City Attorney

CAR/mkb

Encls: Notice of Public Hearing

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Santa Fe Springs will hold a public hearing telephonically and electronically at **6:30 p.m., Thursday, August 13, 2020** to consider the following item:

ADOPTION OF A RESOLUTION OF NECESSITY TO ACQUIRE IN
FEE A PORTION OF CERTAIN REAL PROPERTY LOCATED AT
15905 VALLEY VIEW BOULEVARD (APN -7001-12-053)
FOR AN INTERSECTION IMPROVEMENT AND ROAD WIDENING PROJECT

The California Code of Civil Procedure, section 1245.230, states that a resolution of necessity may only be adopted if:

- The project for which the property is to be acquired is deemed necessary;
- The property is considered necessary for the interest of the public;
- The project is located where it will offer the greatest public benefit and the least private detriment;
- An offer to purchase the property has been made to the property owner.

Information regarding specific projects will be available to the public 10 days prior to the hearing date from the Office of the City Clerk by telephone at (562) 868-0511 or by emailing the City Clerk at cityclerk@santafesprings.org.

TELEPHONICALLY Dial: 888-475-4499 Meeting ID.: 521620472

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

ENVIRONMENTAL REVIEW was performed on the Alondra Boulevard /Valley View Avenue Intersection Improvement Project (including the acquisition of real property) and a Mitigated Negative Declaration was prepared pursuant to the California Environmental Quality Act (CEQA) on July 15, 2015.

PROPERTY OWNER has been given the requisite notice of hearing and has submitted its written objection to the proposed resolution of necessity, lodged various records, and indicated its intent to appear and be heard.

ALL INTERESTED PERSONS are invited to attend this hearing by telephone and/or electronically and express opinions upon the items listed above.

ANY WRITTEN MATERIALS to be submitted to the City Council should be submitted to the City Clerk's Office at least twenty-four (24) hours prior to the hearing. **TWELVE (12) COPIES ARE REQUESTED.**

IF YOU CHALLENGE this proposal in court you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Council.

SANTA FE SPRINGS CITY COUNCIL
Janet Martinez, CMC, City Clerk

Published: August 1, 2020



City of Santa Fe Springs

City Council Meeting

ITEM NO. 8

August 13, 2020

NEW BUSINESS

Lower San Gabriel River Watershed Management Program (WMP) and Coordinated Integrated Monitoring Program (CIMP) Implementation – Second Amendment

RECOMMENDATION

- Approve the Second Amendment to the MOU with Gateway Water Management Authority (GWMA) to continue to implement a Watershed Management Program (WMP) and Coordinated Integrated Monitoring Program (CIMP), including the construction of regional BMP projects for the Lower San Gabriel River Watershed Committee (LSGR), and:
- Authorize the City Manager to execute the Second Amendment.

BACKGROUND

An MOU with the GWMA was approved in August 2013, to develop this WMP and CIMP, and included the following Watershed Permittees: Artesia, Bellflower, Cerritos, Diamond Bar, Downey, Hawaiian Gardens, La Mirada, Lakewood, Long Beach, Norwalk, Pico Rivera, Santa Fe Springs, Whittier, and the Los Angeles County Flood Control District.

The First Amendment to the original MOU was approved by the City Council on June 25, 2015, to include a number of stormwater compliance activities as required by the latest MS4 permit, included but not limited to ongoing monitoring, development of policies and procedures by all Permittees, inspections, and projects such as infiltration basins, and bioswales, among others.

However, the ongoing implementation of the WMP and CIMP continue to require a significant amount of resources. Therefore, the Lower San Gabriel River Watershed Committee would like to continue to work together in order to achieve cost savings given that each Permittee is required to comply with identical stormwater regulations. This Second Amendment will extend and expand the purpose of the original MOU and the First Amendment. The First Amendment is set to expire on September 30, 2020.

The purpose of The Second Amendment is summarized as follows:

- extend the MOU's term through September 30, 2025;
- clarify that funding collected through this MOU may be used for regional BMP projects agreed to by the Watershed Permittees;
- incorporate GWMA's administrative cost recovery program into the MOU; and
- provide a consolidated cost-share formula for implementation of the Plans and any other approved expenditures, subject to annual budget approval, as set forth in "Cost Sharing Formula."

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.

Date of Report: August 6, 2020

The LSGR budget for FY 2020/21 is approximately \$700,000. The Santa Fe Springs contribution based on the cost share table is estimated to be just under \$70,000 per Fiscal Year.

LEGAL REVIEW

The City Attorney's office has reviewed the Second Amendment to the MOU.

FISCAL IMPACT

The estimated cost for the Second Amendment to the MOU for FY 2020/21 and FY 2021/22 is approximately \$70,000 per fiscal year and is included in the FY2020/21 Public Works budget.


 Raymond R. Cruz
City Manager

Attachment:

Attachment No. 1: Second Amendment

**SECOND AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL
WATER MANAGEMENT JOINT POWERS AUTHORITY AND
THE CITIES OF ARTESIA, BELLFLOWER, CERRITOS, DIAMOND BAR, DOWNEY, HAWAIIAN
GARDENS, LA MIRADA, LAKEWOOD, LONG BEACH, NORWALK, PICO RIVERA, SANTA FE
SPRINGS, WHITTIER, AND THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
FOR
ADMINISTRATION AND COST SHARING TO PREPARE AND IMPLEMENT A WATERSHED
MANAGEMENT PROGRAM ("WMP") and COORDINATED INTEGRATED MONITORING
PROGRAM ("CIMP") AS REQUIRED BY THE REGIONAL WATER QUALITY CONTROL BOARD,
LOS ANGELES REGION, NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT ORDER NO. R4-2012-0175 AND
SUBSEQUENT MUNICIPAL SEPARATE STORM SEWER SYSTEM ("MS4 PERMIT")**

This **SECOND AMENDMENT** to the memorandum of understanding ("MOU") is made and entered into as of the date of the last signature set forth below, by and between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority ("GWMA"), a California Joint Powers Authority, and the Cities of Artesia, Bellflower, Cerritos, Diamond Bar, Downey, Hawaiian Gardens, La Mirada, Lakewood, Long Beach, Norwalk, Pico Rivera, Santa Fe Springs, Whittier ("Cities"), and the Los Angeles County Flood Control District ("LACFCD"):

1. Recitals. This **SECOND AMENDMENT** is made with respect to the following facts and purposes:

A. For the purposes of this Second Amendment, the term "Watershed Permittees" shall mean the Cities of Artesia, Bellflower, Cerritos, Diamond Bar, Downey, Hawaiian Gardens, La Mirada, Lakewood, Long Beach, Norwalk, Pico Rivera, Santa Fe Springs, Whittier, and the Los Angeles County Flood Control District; and

B. The Watershed Permittees and GWMA are collectively referred to as the "Parties"; and

C. On August 1, 2013, the Parties entered into a Memorandum of Understanding between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority and the Cities of Artesia, Bellflower, Cerritos, Diamond Bar, Downey, Hawaiian Gardens, La Mirada, Lakewood, Long Beach, Norwalk, Pico Rivera, Santa Fe Springs, Whittier, and the Los Angeles County Flood Control District for Administration and Cost Sharing to Prepare a Watershed Management Program ("WMP") and Coordinated Integrated Monitoring Program ("CIMP"), collectively the "Plans," as required by the Regional Water Quality Control Board, Los Angeles Region, National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit, Order No. R4-2012-0175 Municipal Separate Storm Sewer System ("MOU"); and

D. The Watershed Permittees prepared and submitted the Plans to the Regional Board in compliance with certain elements of the MS4 Permit; and

E. The Watershed Permittees are now implementing the Plans in accordance with the MS4 Permit; and

F. The Parties have determined that authorizing GWMA to continue its retention of a consultant to implement the Plans will be beneficial to the Parties; and

G. The Parties entered into the First Amendment to the MOU in order to: (1) add implementation of the Plans to the scope and purpose of the MOU; and (2) provide a separate cost-share formula for the implementation of the Plans, subject to annual budget approval, in accordance with each Party's cost share allocations; and

H. The Parties now desire to amend the MOU to: (1) extend the MOU's term through December 31, 2025; (2) clarify that funding collected through this MOU may be used for regional BMP projects agreed to by the Watershed Permittees; (3) incorporate GWMA's administrative cost recovery program into the MOU; and (4) provide a consolidated cost-share formula for implementation of the Plans and any other approved expenditures, subject to annual budget approval, as set forth in **Exhibit "B"** ("Cost Sharing Formula").

NOW, THEREFORE, the Parties agree that the following provisions of the MOU shall be amended as follows:

2. Section 1 of the MOU entitled "Recitals" is hereby amended by adding thereto Recitals A-H of Section 1 of this Second Amendment, which are set forth above and incorporated herein as though set forth in full.

3. Section 2 of the MOU entitled "Purpose" is hereby amended to read as follows:

"Section 2. Purpose. The purpose of this MOU is to cooperatively support and undertake preparation of the Plans and any additional services, including but not limited to implementation of the WMP and the CIMP, including the construction of regional BMP projects as agreed to by the Watershed Permittees working cooperatively as the Lower San Gabriel River ("LSGR") Watershed Committee and as approved by the GWMA. For the purposes of this MOU, the term "regional BMP projects" does not include individual cities' low impact development ("LID") projects, including LID or Green Streets projects."

4. Section 6 of the MOU entitled "Term" is hereby amended to read as follows:

"Section 6. Term. This MOU shall remain and continue in effect until September 30, 2025 or expiration of the forthcoming MS4 Permit (Order No R4-XXXX-XXXX), whichever occurs sooner, unless sooner terminated as provided herein."

5. Section 9 of the MOU entitled "Financial Terms" is hereby amended to read as follows:

"Section 9. Financial Terms.

- a) Each Watershed Permittee shall pay its Proportional Costs as provided in **Exhibit "B"** ("Cost Sharing Formula") for Consultants and any other related expenses to which the Parties may agree in writing.
- b) Each Watershed Permittee shall also pay its proportional share of GWMA's staff time for retaining Consultants and invoicing the Watershed Permittees, audit expenses and other overhead costs, including reasonable legal fees ("MOU Costs") incurred by GWMA in the performance of its duties under this MOU. The MOU Costs added by GWMA to each invoice submitted to each Watershed Permittee shall be a percentage based on the following formulas:
 - i. GWMA Members: If the Watershed Permittee is a GWMA Member, then the MOU Costs do not include the GWMA's estimated indirect, overhead costs, which GWMA Members absorb as part of their annual membership dues. The rate charged to GWMA Members in order to recover the MOU Costs will range between zero percent (0%) and five percent (5%) of the Watershed Permittee's Proportional Costs. On an annual basis the GWMA will evaluate the percentage rate charged to GWMA Members to ensure it adequately recovers the GWMA's cost of performing its duties under this MOU. Based on this review, the GWMA Board will establish the rate charged to recover the Administrative Costs for the next fiscal year. The GWMA will provide the Representative of the LSGR Watershed Committee fifteen (15) days' written notice prior to July 1st of the fiscal year in which a new rate will take effect.
 - ii. Non-GWMA Members. If the Watershed Permittee is not a GWMA Member, then the MOU Costs will also include the GWMA's estimated indirect, overhead costs. The rate charged to Non-GWMA Members, including LACFCD, in order to recover direct MOU Costs will range between five percent (5%) and ten percent (10%) of the Permittee's Monitoring Costs and the rate charged to recover indirect MOU Costs will range between two percent (2%) and five percent (5%) of the Watershed Permittee's Proportional Costs. On an annual basis the GWMA will evaluate the percentage rates charged to Non-GWMA Members to ensure they adequately recovers the GWMA's cost of performing its duties under this MOU. Based on this review, the GWMA Board may increase or decrease the rates charged to recover the MOU Costs, including both direct and indirect costs, for the next fiscal year. The GWMA will provide the Representative of the LSGR Watershed Committee fifteen (15) days' written notice prior to July 1st of the fiscal year in which a new rate will take effect.

- c) GWMA shall submit an invoice to each Watershed Permittee reflecting each Watershed Permittee's estimated Proportional Costs of the Consultants' services through the following June 30th. Prior to releasing payment to Consultants, GWMA shall submit a copy of the Consultants' invoices to the LSGR Watershed Committee for approval. The decision regarding whether to pay the invoice shall be communicated to the GWMA by the Representative.
- d) Upon receiving an invoice from GWMA, each Watershed Permittee shall pay its Proportional Costs set forth in that invoice to the GWMA within forty-five days (45) days of receipt.
- e) By March 15th of each year, the LSGR Watershed Committee shall submit to GWMA a recommended budget for the following fiscal year. GWMA shall consider the recommendation and adopt a budget by June 30th inclusive of the LSGR Watershed Committee's recommendation. GWMA will send each Watershed Permittee no later than June 30th of each year an invoice representing the Watershed Permittee's Proportional Costs of the adopted budget. GWMA shall not expend funds in excess of each annual budgeted amount without prior notification to and approval by the LSGR Watershed Committee.
- f) Each Watershed Permittee shall review their recommended Proportional Costs for the upcoming fiscal year in a timely manner for inclusion in its next budget cycle or exercise the withdrawal and termination clause as specified in Section 12.a of the MOU.
- g) A Watershed Permittee will be delinquent if the invoiced payment is within the budgeted amounts or the amounts authorized by the LSGR Watershed Committee and such invoiced payment is not received by the GWMA within forty-five (45) days after the GWMA first sent the invoice. The GWMA will follow the procedure listed below, or such other procedure that the LSGR Watershed Committee directs to effectuate payment: 1) verbally contact the official of the Watershed Permittee with copies to each other Watershed Permittee to the person and at the address to which notices should be addressed pursuant to Section 13 of the MOU, and 2) submit a formal letter from the GWMA Executive Officer to the Watershed Permittee. If payment is not received within sixty (60) days following the due date, the GWMA may terminate the MOU unless the City Managers/Administrators of the Watershed Permittees in good standing inform the GWMA in writing that their respective Watershed Permittees agree to adjust their Proportional Cost allocations in accordance with the Cost Share Formulas in **Exhibit "B."** The terminated Watershed Permittee shall remain obligated to GWMA for its delinquent payments and any other obligations incurred prior to the date of termination.

- h) GWMA shall suspend all work being performed by any Consultants retained by GWMA if any Watershed Permittee has not paid its invoice within forty five (45) days after the GWMA first sent the invoice unless the City Managers/Administrators of the other Watershed Permittees inform the GWMA in writing that their respective Watershed Permittees will pay the delinquent Watershed Permittee's costs once the MOU with the delinquent Watershed Permittee has been terminated.
- i) Any delinquent payments by a Watershed Permittee shall accrue compound interest at the then-current rate of interest in the Local Agency Investment Fund, calculated from the first date of delinquency until the payment is made.
- j) Funds remaining in the possession of the GWMA at the end of the term of this MOU, or at the termination of this MOU, whichever occurs earlier, shall be promptly returned to the then remaining Watershed Permittees in accordance with the Cost Share Formula in **Exhibit "B"** ("Cost Sharing Formula") or rolled over into the subsequent MOU if requested by the Permittee."

6. Paragraph a) of Section 12 of the MOU entitled "Termination" is hereby amended to read as follows:

"a) A Watershed Permittee may withdraw from this MOU for any reason, or no reason, by giving the other Watershed Permittees thirty (30) days written notice thereof. The effective withdrawal date shall be the thirtieth (30th) day after GWMA receives the withdrawing Watershed Permittee's notice to withdraw from the MOU. The withdrawing Watershed Permittee shall be responsible for its Proportional Costs and proportional MOU Costs, which the GWMA incurred or to which it became bound through the effective date of withdrawal. Such MOU Costs shall include the remaining fees of any Consultant retained by the GWMA through the effective date of withdrawal. Should any Watershed Permittee withdraw from the MOU, the remaining Watershed Permittees' Proportional Cost allocation shall be adjusted in accordance with the Cost Share Formula in **Exhibit B** ("Cost Sharing Formula"). A withdrawing Watershed Permittee shall remain liable for any loss, debt, liability otherwise incurred while participating in this MOU."

7. **Exhibit "B"** ("Cost Sharing Formula") attached hereto and incorporated herein as though set forth in full shall replace "**Exhibit "B1"** ("Cost Sharing Formula for Preparation of the Plans") and **Exhibit "B2"** ("Cost Sharing Formula for Implementation of the Plans") previously adopted under the First Amendment.

8. Except for the changes specifically set forth herein, all other terms and conditions of the MOU and the First Amendment shall remain in full force and effect.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this **SECOND AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

LOS ANGELES GATEWAY REGION INTEGRATED
REGIONAL WATER MANAGEMENT JOINT
POWERS AUTHORITY

Lisa Ann Rapp
GWMA Chair

Nicholas R. Ghirelli
General Counsel

IN WITNESS WHEREOF, the Parties hereto have caused this **SECOND AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF ARTESIA
City Manager
18747 Clarkdale Avenue
Artesia, CA 90701

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this **SECOND AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF BELLFLOWER
City Manager
City of Bellflower
16600 Civic Center Drive
Bellflower, CA 90706

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this **SECOND AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF CERRITOS
City Manager
P.O. Box 3130
Cerritos, CA 90703-3130

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this **SECOND AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF DIAMOND BAR
City Manager
21810 Copley Drive
Diamond Bar, CA 91765

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this **SECOND AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF DOWNEY
City Manager
11111 Brookshire Avenue
Downey, CA 90241

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this **SECOND AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF HAWAIIAN GARDENS
City Manager
21815 Pioneer Blvd
Hawaiian Gardens, CA 90716

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this **SECOND AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF LA MIRADA
City Manager
13700 La Mirada Blvd
La Mirada, CA 90638

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this **SECOND AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF LAKEWOOD
City Manager
5050 Clark Avenue
Lakewood, CA 90712

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this **SECOND AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF LONG BEACH
City Manager
411 West Ocean Boulevard
Long Beach, CA 90802

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

By: _____
Deputy City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this **SECOND AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF NORWALK
City Manager
12700 Norwalk Blvd
Norwalk, CA 90650

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this **SECOND AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF PICO RIVERA
City Manager
6615 Passons Boulevard
Pico Rivera, CA 90660

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this **SECOND AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF SANTA FE SPRINGS
City Manager
11710 Telegraph Road
Santa Fe Springs, CA 90670

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this **SECOND AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF WHITTIER
City Manager
13230 Penn Street
Whittier, CA 90602

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk-Treasurer

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this **SECOND AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT
County of Los Angeles
Department of Public Works
Watershed Management Division, 11th Fl.
900 South Fremont Avenue
Alhambra, CA 91803-1331

By:

Chief Engineer

APPROVED AS TO FORM:

County Counsel

Deputy

Exhibit B
Annual Average Cost Sharing Formula beginning FY July 1, 2021

Agency	Area (sq. mile)	Cost Share Percentage	90% of Average Cost (after Deducting LACFCD's Cost) Proportioned Based on Area	10% of Average Cost (after Deducting LACFCD's Cost) Proportioned Equally	Total Average Annual Cost*
Artesia	1.62	1.85%	\$11,151.08	\$5,151.81	\$16,302.89
Bellflower	1.90	2.17%	\$13,079.92	\$5,151.81	\$18,231.73
Cerritos	8.82	10.09%	\$60,818.62	\$5,151.81	\$65,970.42
Diamond Bar	14.89	17.03%	\$102,650.25	\$5,151.81	\$107,802.06
Downey	6.62	7.57%	\$45,629.03	\$5,151.81	\$50,780.84
Hawaiian Gardens	0.96	1.10%	\$6,630.37	\$5,151.81	\$11,782.18
La Mirada	7.84	8.97%	\$54,067.69	\$5,151.81	\$59,219.50
Lakewood	2.02	2.31%	\$13,923.79	\$5,151.81	\$19,075.59
Long Beach	3.34	3.82%	\$23,025.48	\$5,151.81	\$28,177.29
Norwalk	9.76	11.16%	\$67,268.16	\$5,151.81	\$72,419.97
Pico Rivera	6.14	7.02%	\$42,313.84	\$5,151.81	\$47,465.65
Santa Fe Springs	8.88	10.15%	\$61,180.27	\$5,151.81	\$66,332.08
Whittier	14.66	16.76%	\$101,022.80	\$5,151.81	\$106,174.60
LACFCD (5% of total)		--	--	--	\$35,249.20
Total	87.45	100.00%	\$602,761.32	\$66,973.48	\$704,984.00

* Does not include GWMA Administrative Fee and Indirect Administrative Fee (approved by GWMA Board annually).

Notes:

- The LSGR Watershed Group will determine and approve a budget each year for the following fiscal year necessary to comply with the MS4 permit(s).
- The average Watershed budget for the next four years is anticipated to range between \$634,485 and \$775,482 (Average = \$704,984), depending on requirements in the new Regional MS4 permit, plus GWMA administrative fees. The final year may be higher if reassessments of the Watershed Management Program (WMP), the Coordinated Integrated Monitoring Program (CIMP), and the Reasonable Assurance Analysis (RAA) are required.
- Other agencies may participate upon approval of cost sharing agreements by the LSGR Watershed Committee and GWMA. Future participants shall be assessed a late entry cost as if they had been a participant from the beginning of the Metals TMDL MOU, as of March 1, 2012, unless otherwise determined by the LSGR Watershed Committee.
- Watershed Permittees and the cost share are subject to modifications due to, but not limited to, changes in the number of participating agencies, refinements in mapping, and changes in boundaries. LACFCD's annual contribution shall not exceed \$100,000 unless otherwise amended.



City of Santa Fe Springs

City Council Meeting

ITEM NO. 9

August 13, 2020

NEW BUSINESS

Transfer Agreement for Safe Clean Water Municipal Program with Los Angeles County Flood Control District

RECOMMENDATION

- Approve Transfer Agreement No. 2020MP72 with the Los Angeles County Flood Control District for the Safe, Clean Water Municipal Program; and
- Authorize the Mayor to execute the agreement.

BACKGROUND

All agencies that discharge water from its jurisdiction into the stormwater system are regulated under the National Pollution Discharge Elimination System (NPDES) Federal Permit assigned and enforced by the State Water Quality Resources Control Board and the Los Angeles Regional Water Quality Control Board. The permit remains in effect for five (5) years. The MS4 Stormwater Permit enforces all Total Maximum Daily Loads (TMDLs) regulating water quality for trash, metals, nutrients, and bacteria. Local governments struggle with the cost of these unfunded mandates in complying with water quality regulations.

With the County's passage of Measure W in November 2018, a parcel tax on all properties based on impervious area is now in effect which is creating a new revenue source. In order to receive the municipal local return, the City needs to approve the Transfer Agreement with the Los Angeles County Flood Control District. These funds are restricted to stormwater activities and require the City to track and report eligible expenses annually to the County Flood Control District.

LEGAL REVIEW

The City Attorney's office has reviewed the Transfer Agreement.

FISCAL IMPACT

The parcel tax of 2.5 cents per square foot of impermeable area was expected to generate approximately \$300 million in annual revenue countywide. The total program revenues are divided as follows:

Regional Program (50%) = \$150 million

Municipal Program (40%) = \$120 million

County District Program (10%) = \$30 million

Santa Fe Springs is part of the Lower San Gabriel River Watershed (LSGR). The LSGR watershed (Regional) is estimated to receive approximately \$16.7 million for the watershed area. Specifically, for Santa Fe Springs, it is anticipated to receive

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: August 6, 2020

approximately \$1.46 million in restricted funds (Municipal Program). These are pre COVID-19 estimates.


Raymond R. Cruz
City Manager

Attachment:

Exhibit A: Transfer Agreement – LA County Flood Control District

Exhibit B: Estimated Annual Municipal Program Funds by Municipality

ATTACHMENT NO. 1

**TRANSFER AGREEMENT BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND
SANTA FE SPRINGS
AGREEMENT NO. 2020MP72
SAFE, CLEAN WATER PROGRAM – MUNICIPAL PROGRAM**

This Transfer Agreement, hereinafter referred to as "Agreement," is entered into as of June 25, 2020 by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and Santa Fe Springs, hereinafter referred to as "Municipality."

WHEREAS, District, pursuant to the Los Angeles Region Safe, Clean Water (SCW) Program ordinance (Chapter 16 of the Los Angeles County Flood Control District Code) and the SCW Program Implementation Ordinance (Chapter 18 of the Los Angeles County Flood Control District Code), administers the SCW Program for the purpose of funding Projects and Programs to increase stormwater and urban runoff capture and reduce stormwater and urban runoff pollution in the District;

WHEREAS, pursuant to Section 16.04.A.2. of the Los Angeles County Flood Control District Code, forty percent (40%) of annual SCW Program tax revenues shall be allocated to Municipalities within the District, in the same proportion as the amount of revenues collected within each Municipality, to be expended by those cities within the cities' respective jurisdictions and by the County within the unincorporated areas that are within the boundaries of the District, for the implementation, operation and maintenance, and administration of Projects and Programs, in accordance with the criteria and procedures established in this Chapters 16 and 18 of the Los Angeles County Flood Control District Code;

WHEREAS, pursuant to Section 16.05.A.1. of the Los Angeles County Flood Control District Code, prior to their receipt of SCW Program funds, Municipalities must enter into an agreement with the District to transfer SCW Program funds;

WHEREAS, the County of Los Angeles Board of Supervisors has approved a standard template Agreement, as required by and in accordance with Section 18.09 of the Los Angeles County Flood Control District Code, for the transfer of SCW Program funds to Municipalities.

NOW, THEREFORE, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Municipality, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

I. DEFINITIONS

The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code shall apply to this Agreement. In addition, the following definitions shall also apply:

"Agreement" means this Transfer Agreement, including all exhibits and attachments hereto.

"Annual Plan" means the plan referred to in Section 18.09.B.5 of the Code that includes the contents specified in Exhibit A.

"Code" means the Los Angeles County Flood Control District Code.

"Days" means calendar days unless otherwise expressly indicated.

"Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year.

"Safe Clean Water (SCW) Program Payment" means the Municipality's annual allocation of SCW Program funds as described in Section 16.04.A.2. of the Code disbursed by the District to the Municipality.

"Year" means calendar year unless otherwise expressly indicated.

II. PARTY CONTACTS

The District and the Municipality designate the following individuals as the primary points of contact and communication regarding the Municipal Program and the administration and implementation of this Agreement.

Los Angeles County Flood Control District		Municipality: Santa Fe Springs	
Name:		Name:	
Address:		Address:	
Phone:		Phone:	
Email:		Email:	

Either party to this Agreement may change the individual identified as the primary point of contact above by providing written notice of the change to the other party.

III. EXHIBITS INCORPORATED BY REFERENCE

The following exhibits to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement:

EXHIBIT A – ANNUAL PLAN CONTENTS

EXHIBIT B – GENERAL TERMS AND CONDITIONS

EXHIBIT C – NATURE-BASED SOLUTIONS (Best Management Practices)

EXHIBIT D – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

IV. MUNICIPAL PROGRAM IMPLEMENTATION

- A. The Municipality shall annually prepare and submit to the District, an Annual Plan. The Annual Plan for the 2020-21 Fiscal Year shall be submitted to the District no later than 45-days after the execution of this Agreement by the last party to sign. An Annual Plan for each subsequent Fiscal Year shall be submitted not later than 90-days prior to the start of the Fiscal Year for which the Plan is prepared.
- B. The Municipality shall utilize the SCW Program Payments in compliance with Chapters 16 and 18 of the Code.
- C. The Municipality shall comply with the terms and conditions in Exhibits B, C, and D, of this Agreement, and all applicable provisions of Chapters 16 and 18 of the Code, specifically including, without limitation, Section 18.06.

V. SCW PROGRAM PAYMENTS TO MUNICIPALITIES

- A. The District shall disburse the Municipality's SCW Program Payment for the 2020-21 Fiscal Year within 45-days of the signed executed Agreement or within 14-days of the District's receipt of the Annual Plan for 2020-21 Fiscal Year in compliance with Exhibit A, whichever comes later. The initial disbursement of SCW Program Payments shall include the amount of revenue collected by the District at the time of Agreement execution; any additional funds that are subsequently collected will be disbursed by August 31, 2020.
- B. SCW Program Payments in subsequent Fiscal Years will generally be available for disbursement by August 31, provided a duly executed transfer agreement is in effect and subject to the Municipality's compliance with the conditions described in paragraph C, below; however the District may, in its discretion, change the date and number of the actual disbursements for any Fiscal Year based on the amount and timing of revenues actually collected by the District.
- C. For subsequent Fiscal Years, the District shall disburse the Municipality's SCW Program Payment upon satisfaction of the following conditions: (1) the District has received the Annual Progress/Expenditure Report required pursuant to Section 18.06.D of the Code; (2) the District has received Municipality's Annual Plan for that Fiscal Year, and (3) the Municipality has complied with the audit requirements of Section B-6 of Exhibit B.
- D. Notwithstanding any other provision of this Agreement, no disbursement shall be made at any time or in any manner that is in violation of or in conflict with federal, state, County laws, policies, or regulations.
- E. All disbursements shall be subject to and be made in accordance with the terms and conditions in this Agreement and Chapters 16 and 18 of the Code.

VI. Term of Agreement

This Agreement shall expire at the end of the 2023-24 Fiscal Year. The parties shall thereafter enter into a new agreement based on the most recent standard template agreement approved by the Board.

VII. Execution of Agreement

This Agreement may be executed simultaneously or in any number of counterparts, including both counterparts that are executed manually on paper and counterparts that are in the form of electronic records and are executed electronically, whether digital or encrypted, each of which shall be deemed an original and together shall constitute one and the same instrument.

The District and the Municipality hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on this Agreement and on any addenda or amendments thereto, delivered or sent via facsimile or electronic mail or other electronic means, as legally sufficient evidence that such original signatures have been affixed to this Agreement and any addenda or amendments thereto such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents.

Further, the District and the Municipality: (i) agree that an electronic signature of any party may be used to authenticate this Agreement or any addenda or amendment thereto, and if used, will have the same force and effect as a manual signature; (ii) acknowledge that if an electronic signature is used, the other party will rely on such signature as binding the party using such signature, and (iii) hereby waive any defenses to the enforcement of the terms of this agreement based on the foregoing forms of signature.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

SANTA FE SPRINGS

By: _____

Name:

Title:

Date: _____

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By: _____

Name:

Title:

Date: _____

EXHIBIT A – ANNUAL PLAN CONTENTS

- A-1. Description of all projects anticipated to be funded using the SCW Program Payment. Include a discussion of how the projects will result in the achievement of one or more SCW Program Goals, including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.
- A-2. Description of all programs anticipated to be funded using the SCW Program Payment. Include a discussion of how the programs will result in the achievement of one or more SCW Program Goals; including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.
- A-3. Description of all operation and maintenance activities anticipated to be funded using the SCW Program Payment. Include a discussion of how those activities will result in the achievement of one or more SCW Program Goals. Additional operation and maintenance activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.
- A-4. Description of the stakeholder and community outreach/engagement activities anticipated to be funded with the SCW Program Payment, including discussion of how local NGOs or CBOs will be involved, if applicable, and if not, why. Additional outreach/engagement activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.
- A-5. Description of post-construction monitoring for projects completed using the SCW Program Payment. Additional post-construction monitoring activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.
- A-6. Provide the status of any projects that have been awarded (or are seeking award of) Institute for Sustainable Infrastructure (ISI) verification, if applicable.
- A-7. Provide the budget for the activities described in provisions A1 through A-5 SCW Program Payment.

EXHIBIT B – GENERAL TERMS AND CONDITIONS

B-1. Accounting and Deposit of Funding Disbursement

1. SCW Program Payments distributed to the Municipality shall be held in a separate interest-bearing account and shall not be combined with other funds. Interest earned from each account shall be used by the Municipality only for eligible expenditures consistent with the requirements of the SCW Program.
2. The Municipality shall not be entitled to interest earned on undisbursed SCW Program Payments; interest earned prior to disbursement is property of the District.
3. The Municipality shall operate in accordance with Generally Accepted Accounting Principles (GAAP).
4. The Municipality shall be strictly accountable for all funds, receipts, and disbursements for their SCW Program Payment.

B-2. Acknowledgement of Credit and Signage

The Municipality shall include appropriate acknowledgement of credit to the District's Safe, Clean Water Program for its support when promoting activities funded with SCW Program funds or using any data and/or information developed SCW Program funds. When the SCW Program Payment is used, in whole or in part, for construction of an infrastructure Project, signage shall be posted in a prominent location at Project site(s) or at the Municipality's headquarters and shall include the Safe, Clean Water Program color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." At a minimum the sign shall be 2' x 3' in size. The Municipality shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

When the SCW Program Payment is used, in whole or in part, for a scientific study, the Municipality shall include the following statement in the study report: "Funding for this study has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." The Municipality shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

B-3. Acquisition of Real Property - Covenant

Any real property acquired in whole or in part with SCW Program funds shall be used for Projects and Programs that are consistent with the SCW Program Goals and with the provisions of Chapter 16 and 18 of the Code.

Any Municipality that acquires the fee title to real property using, in whole or in part, SCW Program funds shall record a document in the office of the Registrar-Recorder/County

Clerk containing a covenant not to sell or otherwise convey the real property without the prior express written consent of the District, which consent shall not be unreasonably withheld.

B-4. Amendment

Except as provided in Section II of the Agreement, no amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral or written understanding or agreement not incorporated in this Agreement is binding on any of the parties.

B-5. Assignment

The Municipality shall not assign this Agreement.

B-6. Audit and Recordkeeping

1. The Municipality shall retain for a period of seven (7) years, all records necessary in accordance with Generally Accepted Accounting Principles to determine the amounts expended, and eligibility of Projects implemented using SCW Program Payments. The Municipality, upon demand by authorized representatives of the District, shall make such records available for examination and review or audit by the District or its authorized representatives. Records shall include accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files, including documentation covering negotiated settlements, invoices, and any other supporting evidence deemed necessary to substantiate charges related to SCW Program Payments and expenditures.
2. The Municipality is responsible for obtaining an independent audit to determine compliance with the terms and conditions of this Agreement and all requirements applicable to the Municipality contained in chapters 16 and 18 of the Code. Municipality shall obtain an independent audit of their SCW Program Payments every three (3) years. Audits shall be funded with Municipal Program funds.
3. Municipality shall file a copy of all audit reports by the ninth (9th) month from the end of each three (3) year period to detail the preceding three (3) years of expenditures. Audit reports shall be posted on the District's publicly accessible website.

Every Third Fiscal Year		
<u>Fiscal Year</u>	<u>Audit Begins</u>	<u>Audit Report Due to District</u>
2020-21	7/1/2023	No later than 3/31/2024

4. Upon reasonable advanced request, the Municipality shall permit the Chief Engineer to examine the infrastructure Projects using SCW Program Payments. The Municipality shall permit the authorized District representative, including the Auditor-Controller, to examine, review, audit, and transcribe any and all audit

reports, other reports, books, accounts, papers, maps, and other records that relate to the SCW Program Payments. Examination activities are considered District administration of the SCW Program.

5. Expenditures determined by an audit to be in violation of any provision of Chapters 16 or 18 of the Code, or of this Agreement, shall be subject to the enforcement and remedy provisions of Section 18.14 of the Code.

B-7. Availability of Funds

District's obligation to disburse the SCW Program Payment is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason including, but not limited to, failure to fund allocations necessary for disbursement of the SCW Program Payment, the District shall not be obligated to make any disbursements to the Municipality under this Agreement. This provision shall be construed as a condition precedent to the obligation of the District to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Municipality with a right of priority for disbursement over any other Municipality. If any disbursements due to the Municipality under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the District that such disbursement will be made to the Municipality when sufficient funds do become available, but this intention is not binding. If this Agreement's funding for any Fiscal Year is reduced or deleted by order of the Board, the District shall have the option to either cancel this Agreement with no liability occurring to the District or offer an amendment to the Municipality to reflect the reduced amount.

B-8. Choice of Law

The laws of the State of California govern this Agreement.

B-9. Claims

Any claim of the Municipality is limited to the rights, remedies, and claims procedures provided to the Municipality under this Agreement. Municipal expenditures of a SCW Program Payment that involves the District shall utilize a separate and specific agreement to that Project that includes appropriate indemnification superseding that in this Agreement.

B-10. Compliance with SCW Program

The Municipality shall comply with and require its contractors and subcontractors to comply with all provisions of Chapters 16 and 18 of the Code.

B-11. Compliance with Law, Regulations, etc.

The Municipality shall, at all times, comply with and require its contractors and subcontractors to comply with all applicable local, state and federal laws, rules, guidelines, regulations, and requirements.

B-12. Continuous Use of Municipal Projects; Lease or Disposal of Municipal Projects

The Municipality shall not abandon, substantially discontinue use of, lease, or dispose of all or a significant part or portion of any Project funded in whole or in part with SCW Program Payments during the useful life (defined as 30 years unless specified otherwise in annual plans and subsequent reports) of the Project without prior written approval of the District. Such approval may be conditioned as determined to be appropriate by the District, including a condition requiring repayment of a pro rata amount of the SCW Program Payments used to fund the Project together with interest on said amount accruing from the date of lease or disposal of the Project.

B-13. Disputes

Should a dispute arise between the parties, the party asserting the dispute will notify the other parties in writing of the dispute. The parties will then meet and confer within 21 calendar days of the notice in a good faith attempt to resolve the dispute.

If the matter has not been resolved through the process set forth in the preceding paragraph, any party may initiate mediation of the dispute. Mediation will be before a retired judge or mediation service mutually agreeable to the parties. All costs of the mediation, including mediator fees, will be paid one-half by the District and one-half by the Municipality. SCW Program Payments shall not be used to pay for any costs of the mediation.

The parties will attempt to resolve any dispute through the process set forth above before filing any action relating to the dispute in any court of law.

B-14. Final Inspection and Certification of Registered Professional

Upon completion of the design phase and before construction of a project, the Municipality shall provide certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist) that the design has been completed.

Upon completion of the project, the Municipality shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Agreement.

B-15. Force Majeure.

In the event that Municipality is delayed or hindered from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials not related to the price thereof, riots, insurrection, war, or other reasons of a like nature beyond the control of the Municipality, then performance of such acts shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

B-16. Funding Considerations and Exclusions

1. All expenditures of SCW Program Payments by Municipality must comply with the provisions of Chapters 16 and 18 of the Los Angeles County Flood Control District Code, including but not limited to the provisions regarding eligible expenditures contained in Section 16.05.A.2 and the provision regarding ineligible expenditures contained in Section 16.05.A.3.
2. SCW Program Payments shall not be used in connection with any Project implemented as an Enhanced Compliance Action ("ECA") and/or Supplemental Environmental Project ("SEP") as defined by State Water Resources Control Board Office of Enforcement written policies, or any other Project implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; provided, however, that SCW funds may be used for a Project implemented pursuant to a time schedule order ("TSO") issued by the Los Angeles Regional Water Quality Control Board if, at the time the TSO was issued, the Project was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

B-17. Indemnification

The Municipality shall indemnify, defend and hold harmless the District, the County of Los Angeles and their elected and appointed officials, agents, and employees from and against any and all liability and expense, including defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage, arising from or in conjunction with: (1) any Project or Program implemented by the Municipality, in whole or in part, with SCW Program Payments or (2) any breach of this Agreement by the Municipality.

B-18. Independent Actor

The Municipality, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the District.

The Municipality shall not contract work with a contractor who is in a period of debarment from any agency within the District. (LACC Chapter 2.202)

B-19. Integration

This is an integrated Agreement. This Agreement is intended to be a full and complete statement of the terms of the agreement between the District and Municipality, and expressly supersedes any and all prior oral or written agreements, covenants, representations and warranties, express or implied, concerning the subject matter of this Agreement.

B-20. Lapsed Funds

1. The Municipality shall be able to carry over uncommitted SCW Program Payments for up to five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Municipality.
2. If the Municipality is unable to expend the SCW Program Payment within five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Municipality, then lapsed funding procedures will apply. Lapsed funds are funds that were transferred to the Municipality but were not committed to eligible expenditures by the end of the fifth (5th) fiscal year after the fiscal year in which those funds were transferred from the District.
3. Lapsed funds shall be allocated by the Watershed Area Steering Committee of the respective Watershed Area to a new Project with benefit to that Municipality, if feasible in a reasonable time frame, or otherwise to the Watershed Area.
4. In the event that funds are to lapse, due to circumstances beyond the Municipality's control, then the Municipality may request an extension of up to twelve (12) months in which to commit the funds to eligible expenditures. Extension Requests must contain sufficient justification and be submitted to the District in writing no later than three (3) months before the funds are to lapse.
5. The decision to grant an extension is at the sole discretion of the District.
6. Funds still uncommitted to eligible expenditures after an extension is granted will be subject to lapsed funding procedures without exception.

<u>Fiscal Year Transferred</u>	<u>Funds Lapse After</u>	<u>Extension Request Due</u>	<u>Commit By</u>
2019-20	6/30/2025	No later than 3/31/2025	No later than 6/30/2026

B-21. Municipal Project Access

Upon reasonable advance request, the Municipality shall ensure that the District or any authorized representative, will have safe and suitable access to the site of any Project implemented by the Municipality in whole or in part with SCW Program Payments at all reasonable times.

B-22. Non-Discrimination

The Municipality agrees to abide by all federal, state, and County laws, regulations, and policies regarding non-discrimination in employment and equal employment opportunity.

B-23. No Third-Party Rights

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein

B-24. Notice

1. The Municipality shall notify the District in writing within five (5) working days of the occurrence of the following:
 - a. Bankruptcy, insolvency, receivership or similar event of the Municipality; or
 - b. Actions taken pursuant to State law in anticipation of filing for bankruptcy.
2. The Municipality shall notify the District within ten (10) working days of any litigation pending or threatened against the Municipality regarding its continued existence, consideration of dissolution, or disincorporation.
3. The Municipality shall notify the District promptly of the following:
 - a. Any significant deviation from the submitted Annual Plan for the current Fiscal Year, including discussion of any major changes to the scope of funded projects or programs, noteworthy delays in implementation, reduction in benefits or community engagement, and/or modifications that change the SCW Program Goals intended to be accomplished.
 - b. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Municipality agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the District has determined what actions should be taken to protect and preserve the resource. The Municipality agrees to implement appropriate actions as directed by the District.
 - c. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by District representatives with at least fourteen (14) days' notice to the District.

B-25. Municipality's Responsibility for Work

The Municipality shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Municipality shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The District will not mediate disputes between the Municipality and any other entity concerning responsibility for performance of work.

B-26. Reporting

The Municipality shall be subject to and comply with all applicable requirements of the District regarding reporting requirements. Municipalities shall report available data through the SCW Reporting Module, once available.

1. Annual Progress/Expenditure Reports. The Municipality shall submit Annual Progress/Expenditure Reports, using a format provided by the District, within six (6) months following the end of the Fiscal Year to the District to detail the activities of the prior year. The Annual Progress/Expenditure Reports shall be posted on the District's publicly accessible website and on the Municipality's website. The Annual Progress/Expenditure Report shall include:
 - a. Amount of funds received;
 - b. Breakdown of how the SCW Program Payment has been expended;
 - c. Documentation that the SCW Program Payment was used for eligible expenditures in accordance with Chapters 16 and 18 of the Code;
 - d. Description of activities that have occurred, milestones achieved, and progress made to date, during the applicable reporting period including comparison to the Annual Plan and corresponding metrics;
 - e. Discussion of any existing gaps between what was planned and what was achieved for the prior year, include any lessons learned;
 - f. Description of the Water Quality Benefits, Water Supply Benefits, and Community Investment Benefits and a summary of how SCW Program Payments have been used to achieve SCW Program Goals for the prior year, including graphical representation of available data and specific metrics to demonstrate the benefits being achieved through the years' investments.
 - g. Discussion of alignment with other local, regional, and state efforts, resources, and plans, as applicable. This includes discussion of opportunities for addressing additional SCW Program Goals, leveraging SCW Program Goals, and increasing regional capacity to supplement the SCW Program.
 - h. Additional financial or Project-related information in connection with activity funded in whole or in part using SCW Program Payments as required by the District.
 - i. Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), that projects implemented with SCW Program Payments were conducted in accordance with Chapters 16 and 18 of the Code.

- j. Report on annual and total (since inception of program) benefits provided by programs and projects funded by SCW Program Payment. This includes comparisons to annual plans and alignment with corresponding specific quantitative targets and metrics (note that SCW Reporting Module will facilitate calculation of benefits and graphical representation of pertinent data):
 - i. Annual volume of stormwater captured and treated
 - ii. Annual volume of stormwater captured and reused
 - iii. Annual volume of stormwater captured and recharged to a managed aquifer
 - iv. Annual creation, enhancement, or restoration of Community Investment Benefits. If none, discuss considerations explored and reasons to not include.
 - v. Annual acreage increases in Nature-Based Solutions and claimed level of NBS (with matrix demonstrating determination of good, better, best, as outlined in Exhibit C). If none, discuss considerations explored and reasons to not include.
 - vi. Annual expenditures providing DAC Benefits. If none, discuss considerations explored and reasons to not include.
2. Documentation of the Community Outreach and Engagement utilized for and/or achieved with the SCW Program Payment described in the Annual Plan Exhibit A. This information must be readily accessible to members of the public.
3. As Needed Information or Reports. The Municipality agrees to promptly provide such reports, data, and information as may be reasonably requested by the District including, but not limited to material necessary or appropriate for evaluation of the SCW Program or to fulfill any reporting requirements of the County, state or federal government.

B-27. Representations, Warranties, and Commitments

The Municipality represents, warrants, and commits as follows:

1. Authorization and Validity. The execution and delivery of this Agreement, including all incorporated documents, by the individual signing on behalf of Municipality, has been duly authorized by the governing body of Municipality, as applicable. This Agreement constitutes a valid and binding obligation of the Municipality, enforceable in accordance with its terms, except as such enforcement may be limited by law.
2. No Violations. The execution, delivery, and performance by the Municipality of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other

instrument to which the Municipality is a party or by which the Municipality is bound as of the date set forth on the first page hereof.

3. No Litigation. There are no pending or, to the Municipality's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which affect the Municipality's ability to complete the Annual Plan.
4. Solvency. None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of the Municipality. As of the date set forth on the first page hereof, the Municipality is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Municipality is able to pay its debts as they become due.
5. Legal Status and Eligibility. The Municipality is duly organized and existing and in good standing under the laws of the State of California. The Municipality shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority.
6. Good Standing. The Municipality must demonstrate it has not failed to comply with previous County and/or District audit disallowances within the preceding five years.

B-28. Travel

Any reimbursement for necessary ground transportation and lodging shall be at rates not to exceed those set by the California Department of Human Resources; per diem costs will not be eligible expenses. These rates may be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred by the Municipality. No travel outside the Los Angeles County Flood Control District region shall be reimbursed unless prior written authorization is obtained from the Program Manager.

B-29. Unenforceable Provision

In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

B-30. Withholding of Disbursements and Material Violations

Notwithstanding any other provision of this Agreement, the District may withhold all or any portion of the SCW Program Payment for any Fiscal Year in the event that:

1. The Municipality has violated any provision of this Agreement; or

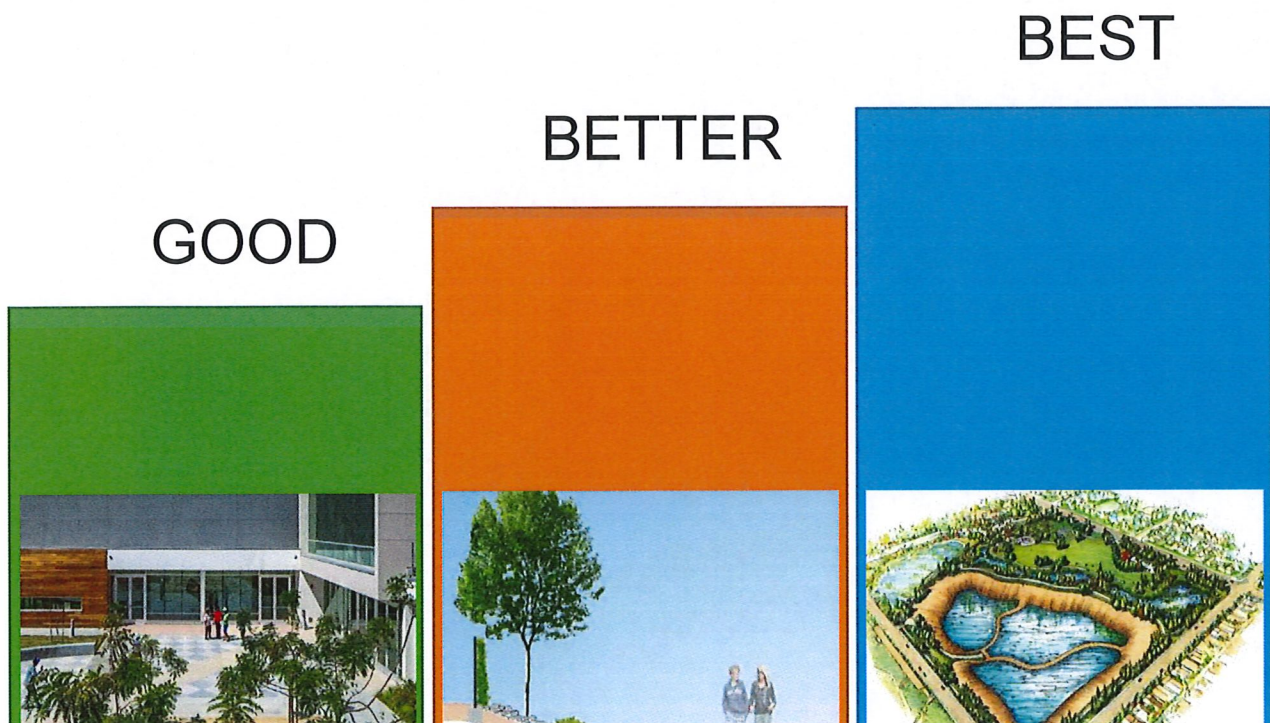
2. The Municipality fails to maintain reasonable progress in achieving SCW Program Goals, following an opportunity to cure.
3. Failure to remain in Good Standing, described in Section B-26 of Exhibit B.
4. Failure to submit annual reports on meeting SCW Program Goals.

EXHIBIT C – NATURE BASED SOLUTIONS (NBS) BEST MANAGEMENT PRACTICES

Municipalities shall consider incorporation of Nature-based solutions (NBS) into their projects. NBS refers to the sustainable management and use of nature for undertaking socio-environmental challenges, including climate change, water security, water pollution, food security, human health, and disaster risk management. As this environmental management practice is increasingly incorporated into projects for the SCW Program, this guidance document may be expanded upon to further quantify NBS practices based on benefits derived from their incorporation on projects.

The SCW Program defines NBS as a Project that utilizes natural processes that slow, detain, infiltrate or filter Stormwater or Urban Runoff. These methods may include relying predominantly on soils and vegetation; increasing the permeability of Impermeable Areas; protecting undeveloped mountains and floodplains; creating and restoring riparian habitat and wetlands; creating rain gardens, bioswales, and parkway basins; enhancing soil through composting, mulching; and, planting trees and vegetation, with preference for native species. NBS may also be designed to provide additional benefits such as sequestering carbon, supporting biodiversity, providing shade, creating and enhancing parks and open space, and improving quality of life for surrounding communities. NBS include Projects that mimic natural processes, such as green streets, spreading grounds and planted areas with water storage capacity. NBS may capture stormwater to improve water quality, collect water for reuse or aquifer recharge, or to support vegetation growth utilizing natural processes.

Municipalities are to include in each Annual Progress/Expenditure Report whether and how their project achieves a good, better, or best for each of the 6 NBS methods in accordance with the guidance below. Additionally, Annual Progress/ Expenditure Reports should include discussion on any considerations taken to maximize the class within each method. If at least 3 methods score within a single class, the overall project can be characterized as that class. Municipalities must attach a copy of the matrix for each project with the good, better, or best column indicated for each method, to facilitate District tracking of methods being utilized.



METHODS	GOOD	BETTER	BEST
Vegetation/Green Space	Use of climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 5%-15% covered by new climate-appropriate vegetation	Use of native, climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 16%-35% covered by new native vegetation	Establishment of plant communities with a diversity of native vegetation (groundcover, shrubs, and trees) / green space that is both native and climate-appropriate More than 35% covered by new native vegetation
Increase of Permeability	Installation of vegetated landscape – 25%-49% paved area removed Redesign of existing impermeable surfaces and/or installation of permeable surfaces (e.g. permeable pavement and infiltration trenches)	Installation of vegetated landscape – 50%-74% paved area removed Improvements of soil health (e.g., compaction reduction)	Installation of vegetated landscape – 75%-100% paved area removed Creation of well-connected and self-sustained natural landscapes with healthy soils, permeable surfaces, and appropriate vegetation
Protection of Undeveloped Mountains & Floodplains	<ul style="list-style-type: none"> • Preservation of native vegetation • Minimal negative impact to existing drainage system 	<ul style="list-style-type: none"> • Preservation of native vegetation • Installation of new feature(s) to improve existing drainage system 	<ul style="list-style-type: none"> • Creation of open green space • Installation of features to improve natural hydrology
Creation & Restoration of Riparian Habitat & Wetlands	<ul style="list-style-type: none"> • Partial restoration of existing riparian habitat and wetlands • Planting of climate appropriate vegetation - between 11 and 20 different climate-appropriate or native plant species newly planted • No potable water used to sustain the wetland 	<ul style="list-style-type: none"> • Full restoration of existing riparian habitat and wetlands • Planting of native vegetation - between 21 and 40 different native plant species newly planted • No potable water used to sustain the wetland 	<ul style="list-style-type: none"> • Full restoration and expansion of existing riparian habitat and wetlands Planting of plant communities with a diversity of native vegetation – between 41 and 50 different native plant species newly planted • No potable water used to sustain the wetland

New Landscape Elements	Elements designed to capture runoff for other simple usage (e.g. rain gardens and cisterns), capturing the 85th percentile 24-hour storm event for at least 50% of the entire parcel	Elements that design to capture/redirect runoff and filter pollution (e.g. bioswales and parkway basins), capturing the 85th percentile 24-hour storm event from the entire parcel	Large sized elements that capture and treat runoff to supplement or replace existing water systems (e.g. wetlands, daylighting streams, groundwater infiltration, floodplain reclamation), capturing the 90 th percentile 24-hour storm event from the entire parcel and/or capturing off-site runoff
Enhancement of Soil	Use of soil amendments such as mulch and compost to retain moisture in the soil and prevent erosion Planting of new climate-appropriate vegetation to enhance soil organic matter	Use of soil amendments such as mulch and compost that are locally generated to retain moisture in the soil, prevent erosion, and support locally based composting and other soil enhancement activities Planting of new native, climate-appropriate vegetation to enhance soil organic matter	Use of soil amendments such as mulch and compost that are locally generated, especially use of next-generation design with regenerative adsorbents (e.g. woodchips, biochar) to retain moisture in the soil, prevent erosion, and support on-site composting and other soil enhancement activities Planting of new native, climate appropriate vegetation to enhance soil organic matter

EXHIBIT D – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

Municipalities shall operate and maintain infrastructure projects for the useful life of the project and are to consider using the following guidance for operations and maintenance for infrastructure projects. Operational maintenance is the care and upkeep of Projects that may require detailed technical knowledge of the Project's function and design. Project specific operational and maintenance plans shall consider the activities listed below and set forth specific activities and frequencies (not limited to those below) as determined to be appropriate by the Municipalities and best practices, including stakeholder engagement as applicable. Operational maintenance is to be performed by the operator of the Project with a purpose to make the operator aware of the state of readiness of the Project to deliver stormwater and urban runoff benefits.

1. Litter Control

- Regular removal of litter, nonhazardous waste materials, and accumulated debris near planted areas, rock areas, decomposed granite areas, rest areas, fence perimeters, adjoining access roads and driveways, drains, pedestrian trails, viewing stations, shelter houses, and bicycle pathways.
- Regular inspection and maintenance of pet waste stations
- Maintaining trash receptacles
- Removal of trash, debris, and blockages from bioswales
- Inspection and cleaning of trash booms
- Inspection of weir gates and stop logs to clean debris, as required.

2. Vegetation Maintenance

- Weed control
 - Recognition and removal of weeds, such as perennial weeds, morning glory, vine-type weeds, ragweed, and other underground spreading weeds.
 - Avoiding activities that result in weed seed germination (e.g. frequent soil cultivation near trees or shrubs)
 - Regular removal of weeds from landscape areas, including from berms, painted areas, rock areas, gravel areas, pavement cracks along access roads and driveways, drains, pedestrian trails, viewing stations, park shelters, and bicycle paths.
- Tree and shrubbery trimming and care
 - Removal of dead trees and elimination of diseased/damaged growth
 - Prevent encroachment of adjacent property and provide vertical clearance
 - Inspect for dead or diseased plants regularly
- Wetland vegetation and landscape maintenance
 - Installation and maintenance of hydrophytic and emergent plants in perennially wet and seasonal, intermittent habitats.
 - Draining and drawdown of wetland and excessive bulrush removal

- Weed and nuisance plant control
- Removal of aquatic vegetation (e.g. algae and primrose) using appropriate watercraft and harvesting equipment
- Wildflower and meadow maintenance
- Grass, sedge, and yarrow management
- Removal of unwanted hydroseed

3. Wildlife Management

- Exotic species control
- Provide habitat management; promote growth of plants at appropriate densities and promote habitat structure for animal species
- Protect sensitive animal species (e.g. protection during critical life stages including breeding and migration)
- Avoid disturbances to nesting birds
- Avoid spread of invasive aquatic species

4. Facility Inspection

- Inspect project sites for rodent and insect infestations on a regular basis
- Inspect for and report graffiti in shelter houses, viewing stations, benches, paving surfaces, walls, fences, and educational and directional signs
- Inspect facilities for hazardous conditions on roads and trails (e.g. access roads and trails, decomposed granite pathways, and maintenance roads)
- Inspect shade structures for structural damage or defacement
- Inspect hardscapes
- Inspect and maintain interpretive and informational signs
- Inspect site furnishings (e.g. benches, hitching posts, bicycle racks)
- Maintain deck areas (e.g. benches, signs, decking surfaces)
- Visually inspect weirs and flap gates for damage; grease to prevent locking.
- Inspect all structures after major storm events, periodically inspect every 3 months, and operate gates through full cycles to prevent them from locking up.

5. Irrigation System Management

- Ensuring automatic irrigation controllers are functioning properly and providing various plant species with proper amount of water.
 - Cycle controller(s) through each station manually and automatically to determine if all facets are functioning properly.
 - Inspection should be performed at least monthly.
 - Recover, replace, or refasten displaced or damaged valve box covers.
 - Inspect and repair bubbler heads.

- Repair and replace broken drip lines or emitters causing a loss of water (to prevent ponding and erosion).
 - Maintain drip system filters to prevent emitters from clogging. Inspection and cleaning should occur at least monthly.
 - Inspect and clean mainline filters, wye strainers, basket filters, and filters at backflow devices twice a year.
 - Maintain and check function of the drip system.
- Keeping irrigation control boxes clear of vegetation
 - Operating irrigation system to ensure it does not cause excessively wet, waterlogged areas, and slope failure
 - Utilizing infrequent deep watering techniques to encourage deep rooting, drought tolerant plant characteristics to promote a self-sustaining, irrigation free landscape
 - Determine watering schedules based on season, weather, variation in plant size, and plant varieties. At least four times a year (e.g. change of season), reschedule controller systems.
 - Turn off irrigation systems at the controller at the beginning of the rainy season, or when the soil has a high enough moisture content.
 - Use moisture sensing devices to determine water penetration in soil.

6. Erosion Management and Control

- Inspect slopes for erosion during each maintenance activity
- Inspect basins for erosion
- Take corrective measures as needed, including filling eroded surfaces, reinstalling or extending bank protection, and replanting exposed soil.

7. Ongoing Monitoring Activities

- Monitor controllable intake water flow and water elevation
- Examine inflow and outflow structures to ensure devices are functioning properly and are free of obstructions.
- Water quality sampling (quarterly, unless justified otherwise)
- Checking telemetry equipment
- Tracking and reporting inspection and maintenance records

8. Vector and Nuisance Insect Control

- Monitoring for the presence of vector and nuisance insect species
- Adequate pretreatment of influent wastewater to lessen production of larval mosquitos
- Managing emergent vegetation
- Using hydraulic control structures to rapidly dewater emergent marsh areas
- Managing flow velocities to reduce propagation of vectors

ATTACHMENT NO. 2

ESTIMATED ANNUAL MUNICIPAL PROGRAM FUNDS BY MUNICIPALITY
LOCAL TOTAL: \$114.1M*

Agoura Hills	\$0.34M
Alhambra	\$0.86M
Arcadia	\$1.02M
Artesia	\$0.21M
Azusa	\$0.62M
Baldwin Park	\$0.72M
Bell	\$0.32M
Bell Gardens	\$0.31M
Bellflower	\$0.82M
Beverly Hills	\$0.55M
Bradbury	\$0.05M
Burbank	\$1.43M
Calabasas	\$0.40M
Carson	\$2.57M
Cerritos	\$0.97M
Claremont	\$0.59M
Commerce	\$1.00M
Compton	\$1.21M
Covina	\$0.74M
Cudahy	\$0.17M
Culver City	\$0.54M
Diamond Bar	\$0.88M
Downey	\$1.44M
Duarte	\$0.25M
El Monte	\$1.08M
El Segundo	\$0.89M
Gardena	\$0.83M
Glendale	\$1.68M
Glendora	\$0.90M

Hawaiian Gardens	\$0.13M
Hawthorne	\$0.79M
Hermosa Beach	\$0.16M
Hidden Hills	\$0.08M
Huntington Park	\$0.43M
Industry	\$1.63M
Inglewood	\$1.02M
Irwindale	\$0.44M
La Canada Flintridge	\$0.38M
La Habra Heights	\$0.17M
La Mirada	\$0.93M
La Puente	\$0.34M
La Verne	\$0.57M
Lakewood	\$1.10M
Lawndale	\$0.23M
Lomita	\$0.23M
Long Beach	\$4.66M
Los Angeles	\$37.00M
Lynwood	\$0.58M
Malibu	\$0.39M
Manhattan Beach	\$0.41M
Maywood	\$0.18M
Monrovia	\$0.53M
Montebello	\$0.94M
Monterey Park	\$0.74M
Norwalk	\$1.09M
Palmdale	\$0.00M
Palos Verdes Estates	\$0.26M
Paramount	\$0.66M

Pasadena	\$1.56M
Pico Rivera	\$0.90M
Pomona	\$1.89M
Rancho Palos Verdes	\$0.69M
Redondo Beach	\$0.72M
Rolling Hills	\$0.11M
Rolling Hills Estates	\$0.18M
Rosemead	\$0.58M
San Dimas	\$0.60M
San Fernando	\$0.28M
San Gabriel	\$0.45M
San Marino	\$0.24M
Santa Clarita	\$3.30M
Santa Fe Springs	\$1.46M
Santa Monica	\$0.81M
Sierra Madre	\$0.15M
Signal Hill	\$0.29M
South El Monte	\$0.45M
South Gate	\$1.00M
South Pasadena	\$0.25M
Temple City	\$0.45M
Torrance	\$2.39M
Unincorporated	\$11.40M
Vernon	\$0.94M
Walnut	\$0.50M
West Covina	\$1.37M
West Hollywood	\$0.26M
Westlake Village	\$0.23M
Whittier	\$1.22M

***Current totals reflect all ad valorem exemptions for 2019 and removal of utility parcels that are assessed by the State only. Actual revenues are anticipated to be lower following incorporation of any approved credits, appeals, income-based tax reductions, and low-income senior-owned exemptions.**



City of Santa Fe Springs

City Council Meeting

ITEM NO. 10

August 13, 2020

NEW BUSINESS

Measure R Funding Agreements with Los Angeles County Metropolitan Transportation Authority – Amendment No. 1

RECOMMENDATIONS

- Approve Amendment No. 1 to Funding Agreement MR 315.40 for the Valley View Avenue and Rosecrans Avenue Intersection Improvements;
- Approve Amendment No. 1 to Funding Agreement MR 315.41 for the Valley View Avenue and Alondra Boulevard Intersection Improvements; and
- Authorize the City Manager to execute Amendment No. 1 for both projects.

BACKGROUND

In 2008, the voters of Los Angeles County approved Measure R. Measure R is a half-cent sales tax for Los Angeles County that took effect January 2009, to help finance new transportation projects and programs, and accelerate those already in progress.

At the January 20, 2018, Council meeting, the City entered into funding agreements with Los Angeles County Metropolitan Transportation Authority (LACMTA) to fund the intersection improvements at both of these locations:

1. Valley View Avenue at Rosecrans Avenue
2. Valley View Avenue at Alondra Boulevard

The original agreement had a funds lapse date of June 30, 2020. Since right-of-way was required for both projects, the City requested a time extension for the funds to lapse. The revised date is now June 30, 2021, and there are no other changes to the original agreement.

LEGAL REVIEW

The City Attorney has reviewed the Measure R Funding Amendment(s) with LACMTA for the Rosecrans Avenue and Valley View Avenue Intersection Improvements Project and Valley View Avenue and Alondra Blvd. Intersection Improvements Project.

FISCAL IMPACT

There is no change to the fiscal impact; however, the deadline to expend the funds has been extended to June 30, 2021. LACMTA will reimburse the City for costs incurred for each project up to the designated project budget amount.

Report Submitted By: Noe Negrete, Director  Date of Report: August 6, 2020
Department of Public Works

INFRASTRUCTURE IMPACT

The proposed intersection improvements projects will improve vehicle, truck, and bicycle traffic circulation and safety within the City.


Raymond R. Cruz
City Manager

Attachments:

Attachment No. 1: Amendment No. 1, MR315.40 with LACMTA for Rosecrans Avenue at Valley View Avenue Intersection Improvements Project

Attachment No. 2: Amendment No. 1, MR315.41 with LACMTA for Alondra Boulevard at Valley View Avenue Intersection Improvements Project

ATTACHMENT NO. 1

AMENDMENT No. 1 TO FUNDING AGREEMENT
BETWEEN CITY OF SANTA FE SPRINGS AND
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 1 to Funding Agreement (this "Amendment"), is dated as of May 11, 2020, by and between City of Santa Fe Springs ("GRANTEE"), and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. GRANTEE and LACMTA entered into that certain Funding Agreement No. 920000000MR315.40, dated November 1, 2017, (the "Existing FA"), which Existing FA provides for Valley View Ave intersection at Rosecrans Ave Improvements (the "Project"); and

B. Whereas, the LACMTA Board on October 25, 2018, delegated administrative authority to staff to extend funding lapsing dates to meet PAED, PS&E, ROW, and Construction time frames; and,

C. Whereas, the Grantee and LACMTA desire to extend the lapsing date of the Project funds programmed for FY 2015-16 to June 30, 2021; and

D. GRANTEE and LACMTA desire to amend the Existing FA as provided herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part I, Paragraph 8 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following:

"8. **Attachment D** is the "Project Reporting & Expenditure Guidelines". GRANTEE shall complete the "Quarterly Progress/Expenditure Report". The Quarterly Progress/ Expenditure Report are attached to this FA as Attachment D-2 in accordance with Attachment D – Project Reporting and Expenditure Guidelines."

2. Part II, Paragraph 6 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following:

"6. REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS

6.1 GRANTEE shall submit the draft of Quarterly Progress/Expenditure Report (Attachment D-2) within sixty (60) days after the close of each quarter on the last day of the months November, February, May and August to the LACMTA Project Manager for review and pre-approval of the applicable report. LACMTA Project Manager shall review and respond in writing to the draft Quarterly Progress/Expenditure Reports within thirty (30) calendar days from receipt. Grantee shall submit the LACMTA pre-approved Quarterly Progress/Expenditure Report no later than five (5) days after receipt of LACMTA's written approval. Should GRANTEE fail to submit either the draft or pre-approved reports within five (5) days of the due date and/or submit incomplete reports, LACMTA will not reimburse GRANTEE until the completed required reports are received, reviewed, and approved. The Quarterly Progress/Expenditure Reports shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.), and any changes to interim milestone dates that do not impact the final milestone date. All supporting documents must include a clear justification and explanation of their relevance to the Project. If no activity has occurred during a particular quarter, GRANTEE will still be required to submit the Quarterly Progress/Expenditure Reports indicating no dollars were expended that quarter. If a request for reimbursement exceeds \$500,000 in a single month, then GRANTEE can submit such an invoice once per month with supporting documentation. Expenses that are not invoiced to LACMTA Accounts Payable within ninety (90) days after the lapsing date specified in Part II, Section 9.1 below are not eligible for reimbursement.

6.2 GRANTEE shall submit the Project expenditure estimates for the subsequent fiscal year by February of each year. LACMTA will use the estimates to determine the Project budget for the upcoming fiscal year.

6.3 LACMTA, and/or its designee, shall have the right to conduct audits of the Project as deemed appropriate, such as financial and compliance audits, interim audits, pre-award audits, performance audits and final audits. LACMTA will commence a final audit

within six months of receipt of acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by GRANTEE and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period covered by the FA period under review). GRANTEE agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). GRANTEE shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this FA. The allowability of costs for GRANTEE's own expenditures submitted to LACMTA for this Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for GRANTEE's contractors, consultants and suppliers expenditures submitted to LACMTA through GRANTEE's Quarterly Progress/Expenditures shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 and 2 CFR Subtitle A, Chapter II, Part 225 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require GRANTEE to return monies to LACMTA, GRANTEE agrees to return the monies within thirty (30) days after the final audit is sent to GRANTEE.

6.4 GRANTEE's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records"). Such records shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by GRANTEE for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

6.5 GRANTEE shall cause all contractors to comply with the requirements of Part II, Section 5, paragraphs 6.2 and 6.3 above. GRANTEE shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

6.6 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall be afforded access to all GRANTEE'S records and its contractors related to the Project, and shall be allowed to interview any employee of GRANTEE and its contractors through final payment to the extent reasonably practicable.

6.7 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of GRANTEE and its contractors, shall have access to all necessary records, including reproduction, at no charge to LACMTA,

and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this FA.

6.8 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

6.9 GRANTEE shall be responsible for ensuring all contractors/ subcontractors for the Project comply with the terms of the Ordinance. GRANTEE shall cooperate with LACMTA Management Audit Services Department such that LACMTA can meet its obligations under the Ordinance.

6.10 GRANTEE shall certify each invoice by reviewing all subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.11 GRANTEE shall also certify final costs of the Project to ensure all costs are in compliance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.12 In addition to LACMTA's other remedies as provided in this FA, LACMTA may withhold the Funds if the LACMTA audit has determined that GRANTEE failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to LACMTA in accordance with LACMTA audit findings) and /or is severely out of compliance with other terms and conditions as defined by this FA, including the access to records provisions of Part II, Section 6."

3. Part II, Paragraph 9 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following:

"9. TIMELY USE OF FUNDS/REPROGRAMMING OF FUNDS:

9.1 GRANTEE must demonstrate timely use of the Funds by:

- (i) executing this Agreement within ninety (90) days of receiving formal transmittal of the Agreement from LACMTA, or by December 31st of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
- (ii) meeting the Project milestones due dates as agreed upon by the LACMTA and GRANTEE in the FA; milestones include, but are not limited to the following:
 - a. for project development, GRANTEE must complete phase by the end of the second fiscal year following the year the Funds were first programmed; and

- b. for right-of-way, GRANTEE must follow its right-of-way acquisition policies and must show a realistic schedule for completion of acquisition required for the project agreed upon by LACMTA and GRANTEE prior to Agreement execution; and
- c. for construction or capital purchase projects, contracts shall be awarded within nine (9) months from the date of completion of design. Project design (preliminary engineering) must begin within six (6) months from the identified milestone start date; and
- (iii) submitting the Quarterly Progress/Expenditure Report; and
- (iv) funds programmed for FY 2015-16 are subject to lapse by June 30, 2021. All Funds programmed for FY 2017-18 are subject to lapse by June 30, 2023.

9.2 Quarterly Progress/Expenditure Reports will be used to evaluate compliance with the Project milestone due dates as identified in the FA. If the Project does not meet the milestone due dates as agreed upon in the FA, LACMTA will issue a notice of non-compliance to the GRANTEE, and the GRANTEE will be required to develop a written recovery plan illustrating in detail the GRANTEE's actions to resolve the delay and to meet the Project completion date agreed upon in the FA (the "Recovery Plan"). If the Recovery Plan is deemed viable by LACMTA staff, and meets the Project completion date agreed upon in the FA, LACMTA may grant an administrative schedule update as long as the Funds are expended in compliance with (iv) above. If GRANTEE fails to submit a Recovery Plan within 30 days of the notice of non-compliance from LACMTA, or the Recovery Plan illustrates that the Project will not meet the lapse date in the FA, LACMTA may recommend potential deobligation of the Funds as part of its annual Call for Projects Recertification/Deobligation process. GRANTEE will ONLY be allowed to request a one-time lapsing date extension of 20-months from the final lapse date, which request is subject to LACMTA's Technical Advisory Committee (TAC) consideration as part of the annual Call for Projects Recertification/Deobligation process.

9.3 Recertification of Funds will be based on Project progress and is subject to meeting the Project milestones as agreed upon in the FA.

9.4 If GRANTEE does not complete one element of the Project, as described in the FTIP Project Sheet, due to all or a portion of the Funds lapsing, the entire Project may be subject to deobligation at LACMTA's sole discretion. In the event that all the Funds are deobligated, this Agreement shall automatically terminate.

9.5 If the GRANTEE fails to meet any of the conditions in paragraph 9.1 above, the Project shall be considered lapsed and will be submitted to the LACMTA Board for deobligation. Expenses that are not invoiced within 60 days after the lapsing date are not eligible for reimbursement."

4. Part II, Paragraph 12 of Existing FA is hereby amended by deleting it in its entirety and replacing it with the following:

"12. COMMUNICATIONS:

12.1 GRANTEE shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Recipient Communications Guidelines" available at <http://metro.net/partners-civic>. The Funding Recipient Communications Guidelines may be changed from time to time during the course of this Agreement. GRANTEE shall be responsible for complying with the latest Funding Recipient Communications Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

12.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Recipient Communications Guidelines.

12.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. The preferred logo lock-up for Funding Recipients to use is included in the Funding Recipient Communications Guidelines.

12.4 GRANTEE shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

12.5 The LACMTA Project Manager shall be responsible for monitoring GRANTEE's compliance with the terms and conditions of this Section. GRANTEE's failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein."

4. Attachment B-1 of the Existing FA is hereby replaced by Attachment B1-1, attached.

5. Attachment C – Scope of Work, attached to the Existing FA is hereby amended by deleting the Milestones table and replacing it with the following Revised Project Schedule.

FA Milestones	Original FA Schedule in Scope of Work		Revised Project Schedule	
	Start Date	End Date	Start Date	End Date
Right of Way				
Certification/Mapping	November 2017	November 2017	March 2018	June 2018
Appraisal	November 2017	November 2017	March 2018	June 2018
Title Report	November 2017	December 2017	March 2018	August 2018
Meet with Property Owners	November 2017	October 2018	March 2018	July 2019
SFS Council Approval	May 2018	June 2018	June 2019	July 2019
Acquire Property	July 2018	October 2018	August 2019	May 2020
Physical Possession	October 2018	October 2018	June 2020	July 2020
Bidding & Construction				
Ready to List	November 2018	November 2018	August 2020	August 2020
Advertise	November 2018	November 2018	September 2020	October 2020
Bid Opening	December 2018	December 2018	November 2020	November 2020
Award of Contract	January 2019	January 2019	December 2020	December 2020
Fully Executed Contract	February 2019	February 2019	January 2021	January 2021
Construction	February 2019	May 2019	February 2021	May 2021
Total Project Duration (Months)	18 months		38 months	

6. The parties have agreed that the Monthly Progress Report is no longer required and therefore, Attachment D-1 and all references thereto are hereby deleted.

7. Except as expressly amended hereby, the Existing FA remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing FA that are not expressly amended by this Amendment shall remain unchanged.

FTIP #: N/A
I-605/SR-91/I-405 Corridors "Hot Spots"

Project#: MR315.40
Amendment No. 1
FA# 920000000MR315.40

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be duly executed and delivered as of the above date.

LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Phillip A. Washington
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By:  _____
Deputy

Date: 6/30/2020

GRANTEE:

CITY OF SANTA FE SPRINGS

By: _____
Raymond R. Cruz
City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Ivy M. Tsai
City Attorney

Date: _____

ATTACHMENT B1-1 - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure R Program - Funding Agreement Projects - FA# 9200000000MR315.40
 Project Title: Valley View Ave intersection at Rosecrans Ave Improvements Project#: MR315.40

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2018-19 Qtr 1	FY 2018-19 Qtr 2	FY 2018-19 Qtr 3	FY 2018-19 Qtr 4	FY 2019-20 Qtr 1	FY 2019-20 Qtr 2	FY 2019-20 Qtr 3	FY 2019-20 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE R FUNDS:									
PAED									\$0
PS&E									\$0
RW Support	\$2,164	\$7,213	\$3,606					\$20,000	\$32,983
Const. Support									\$0
RW Capital									\$0
Construction									\$0
Total MEASURE R	\$2,164	\$7,213	\$3,606	\$0	\$0	\$0	\$0	\$20,000	\$32,983
SUM PROG LACMTA FUNDS:	\$2,164	\$7,213	\$3,606	\$0	\$0	\$0	\$0	\$20,000	\$32,983
SUM NON-LACMTA FUNDS :	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PROJECT FUNDING FY18-19 and FY19-20	\$2,164	\$7,213	\$3,606	\$0	\$0	\$0	\$0	\$20,000	\$32,983
SOURCES OF FUNDS	FY 2020-21 Qtr 1	FY 2020-21 Qtr 2	FY 2020-21 Qtr 3	FY 2020-21 Qtr 4	FY 2021-22 Qtr 1	FY 2021-22 Qtr 2	FY 2021-22 Qtr 3	FY 2021-22 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE R FUNDS:									
PAED									\$0
PS&E									\$0
RW Support	\$35,000	\$7,017							\$42,017
Const. Support			\$50,000	\$40,000					\$90,000
RW		\$20,000							\$20,000
Construction			\$400,000	\$239,000					\$639,000
Total MEASURE R	\$35,000	\$27,017	\$450,000	\$279,000	\$0	\$0	\$0	\$0	\$791,017
SUM PROG LACMTA FUNDS:	\$35,000	\$27,017	\$450,000	\$279,000	\$0	\$0	\$0	\$0	\$791,017
SUM NON-LACMTA FUNDS :	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PROJECT FUNDING FY20-21 and FY21-22	\$35,000	\$27,017	\$450,000	\$279,000	\$0	\$0	\$0	\$0	\$791,017
SUMMARY OF ALL FUNDS									
PAED	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PS&E	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
RW Support	\$37,164	\$14,230	\$3,606	\$0	\$0	\$0	\$0	\$20,000	\$75,000
Const. Support	\$0	\$0	\$50,000	\$40,000	\$0	\$0	\$0	\$0	\$90,000
RW	\$0	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000
Construction	\$0	\$0	\$400,000	\$239,000	\$0	\$0	\$0	\$0	\$639,000
TOTAL MILESTONES	\$37,164	\$34,230	\$453,606	\$279,000	\$0	\$0	\$0	\$20,000	\$824,000
SUM PROG LACMTA FUNDS	\$37,164	\$34,230	\$453,606	\$279,000	\$0	\$0	\$0	\$20,000	\$824,000
SUM NON-LACMTA FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL PROJECT FUNDING	\$37,164	\$34,230	\$453,606	\$279,000	\$0	\$0	\$0	\$20,000	\$824,000

ATTACHMENT NO. 2

AMENDMENT No. 1 TO FUNDING AGREEMENT
BETWEEN CITY OF SANTA FE SPRINGS AND
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 1 to Funding Agreement (this "Amendment"), is dated as of May 11, 2020, by and between City of Santa Fe Springs ("GRANTEE"), and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. GRANTEE and LACMTA entered into that certain Funding Agreement No. 920000000MR315.41, dated February 9, 2018, (the "Existing FA"), which Existing FA provides for Valley View Ave intersection at Alondra Blvd Improvements (the "Project"); and

B. Whereas, the LACMTA Board on October 25, 2018, delegated administrative authority to staff to extend funding lapsing dates to meet PAED, PS&E, ROW, and Construction time frames; and,

C. Whereas, the Grantee and LACMTA desire to extend the lapsing date of the Project funds programmed for FY 2015-16 to June 30, 2021; and

D. GRANTEE and LACMTA desire to amend the Existing FA as provided herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part I, Paragraph 8 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following:

"8. **Attachment D** is the "Project Reporting & Expenditure Guidelines". GRANTEE shall complete the "Quarterly Progress/Expenditure Report". The Quarterly Progress/ Expenditure Report are attached to this FA as Attachment D-2 in accordance with Attachment D – Project Reporting and Expenditure Guidelines."

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"6. REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS

6.1 GRANTEE shall submit the draft of Quarterly Progress/Expenditure Report (Attachment D-2) within sixty (60) days after the close of each quarter on the last day of the months November, February, May and August to the LACMTA Project Manager for review and pre-approval of the applicable report. LACMTA Project Manager shall review and respond in writing to the draft Quarterly Progress/Expenditure Reports within thirty (30) calendar days from receipt. Grantee shall submit the LACMTA pre-approved Quarterly Progress/Expenditure Report no later than five (5) days after receipt of LACMTA's written approval. Should GRANTEE fail to submit either the draft or pre-approved reports within five (5) days of the due date and/or submit incomplete reports, LACMTA will not reimburse GRANTEE until the completed required reports are received, reviewed, and approved. The Quarterly Progress/Expenditure Reports shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.), and any changes to interim milestone dates that do not impact the final milestone date. All supporting documents must include a clear justification and explanation of their relevance to the Project. If no activity has occurred during a particular quarter, GRANTEE will still be required to submit the Quarterly Progress/Expenditure Reports indicating no dollars were expended that quarter. If a request for reimbursement exceeds \$500,000 in a single month, then GRANTEE can submit such an invoice once per month with supporting documentation. Expenses that are not invoiced to LACMTA Accounts Payable within ninety (90) days after the lapsing date specified in Part II, Section 9.1 below are not eligible for reimbursement.

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6.3 LACMTA, and/or its designee, shall have the right to conduct audits of the Project as deemed appropriate, such as financial and compliance audits, interim audits, pre-award audits, performance audits and final audits. LACMTA will commence a final audit

within six months of receipt of acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by GRANTEE and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period covered by the FA period under review). GRANTEE agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). GRANTEE shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this FA. The allowability of costs for GRANTEE's own expenditures submitted to LACMTA for this Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for GRANTEE's contractors, consultants and suppliers expenditures submitted to LACMTA through GRANTEE's Quarterly Progress/Expenditures shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 and 2 CFR Subtitle A, Chapter II, Part 225 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require GRANTEE to return monies to LACMTA, GRANTEE agrees to return the monies within thirty (30) days after the final audit is sent to GRANTEE.

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6.5 GRANTEE shall cause all contractors to comply with the requirements of Part II, Section 5, paragraphs 6.2 and 6.3 above. GRANTEE shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

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and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this FA.

6.8 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

6.9 GRANTEE shall be responsible for ensuring all contractors/ subcontractors for the Project comply with the terms of the Ordinance. GRANTEE shall cooperate with LACMTA Management Audit Services Department such that LACMTA can meet its obligations under the Ordinance.

6.10 GRANTEE shall certify each invoice by reviewing all subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.11 GRANTEE shall also certify final costs of the Project to ensure all costs are in compliance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.12 In addition to LACMTA's other remedies as provided in this FA, LACMTA may withhold the Funds if the LACMTA audit has determined that GRANTEE failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to LACMTA in accordance with LACMTA audit findings) and /or is severely out of compliance with other terms and conditions as defined by this FA, including the access to records provisions of Part II, Section 6."

3. Part II, Paragraph 9 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following:

"9. TIMELY USE OF FUNDS/REPROGRAMMING OF FUNDS:

9.1 GRANTEE must demonstrate timely use of the Funds by:

- (i) executing this Agreement within ninety (90) days of receiving formal transmittal of the Agreement from LACMTA, or by December 31st of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
- (ii) meeting the Project milestones due dates as agreed upon by the LACMTA and GRANTEE in the FA; milestones include, but are not limited to the following:
 - a. for project development, GRANTEE must complete phase by the end of the second fiscal year following the year the Funds were first programmed; and

- b. for right-of-way, GRANTEE must follow its right-of-way acquisition policies and must show a realistic schedule for completion of acquisition required for the project agreed upon by LACMTA and GRANTEE prior to Agreement execution; and
- c. for construction or capital purchase projects, contracts shall be awarded within nine (9) months from the date of completion of design. Project design (preliminary engineering) must begin within six (6) months from the identified milestone start date; and
- (iii) submitting the Quarterly Progress/Expenditure Report; and
- (iv) funds programmed for FY 2015-16 are subject to lapse by June 30, 2021.

9.2 Quarterly Progress/Expenditure Reports will be used to evaluate compliance with the Project milestone due dates as identified in the FA. If the Project does not meet the milestone due dates as agreed upon in the FA, LACMTA will issue a notice of non-compliance to the GRANTEE, and the GRANTEE will be required to develop a written recovery plan illustrating in detail the GRANTEE's actions to resolve the delay and to meet the Project completion date agreed upon in the FA (the "Recovery Plan"). If the Recovery Plan is deemed viable by LACMTA staff, and meets the Project completion date agreed upon in the FA, LACMTA may grant an administrative schedule update as long as the Funds are expended in compliance with (iv) above. If GRANTEE fails to submit a Recovery Plan within 30 days of the notice of non-compliance from LACMTA, or the Recovery Plan illustrates that the Project will not meet the lapse date in the FA, LACMTA may recommend potential deobligation of the Funds as part of its annual Call for Projects Recertification/Deobligation process. GRANTEE will ONLY be allowed to request a one-time lapsing date extension of 20-months from the final lapse date, which request is subject to LACMTA's Technical Advisory Committee (TAC) consideration as part of the annual Call for Projects Recertification/Deobligation process.

9.3 Recertification of Funds will be based on Project progress and is subject to meeting the Project milestones as agreed upon in the FA.

9.4 If GRANTEE does not complete one element of the Project, as described in the FTIP Project Sheet, due to all or a portion of the Funds lapsing, the entire Project may be subject to deobligation at LACMTA's sole discretion. In the event that all the Funds are deobligated, this Agreement shall automatically terminate.

9.5 If the GRANTEE fails to meet any of the conditions in paragraph 9.1 above, the Project shall be considered lapsed and will be submitted to the LACMTA Board for deobligation. Expenses that are not invoiced within 60 days after the lapsing date are not eligible for reimbursement."

4. Part II, Paragraph 12 of Existing FA is hereby amended by deleting it in its entirety and replacing it with the following:

"12. **COMMUNICATIONS:**

12.1 GRANTEE shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Recipient Communications Guidelines" available at <http://metro.net/partners-civic>. The Funding Recipient Communications Guidelines may be changed from time to time during the course of this Agreement. GRANTEE shall be responsible for complying with the latest Funding Recipient Communications Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

12.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Recipient Communications Guidelines.

12.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. The preferred logo lock-up for Funding Recipients to use is included in the Funding Recipient Communications Guidelines.

12.4 GRANTEE shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

12.5 The LACMTA Project Manager shall be responsible for monitoring GRANTEE's compliance with the terms and conditions of this Section. GRANTEE's failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein."

4. Attachment B-1 of the Existing FA is hereby replaced by Attachment B1-1, attached.

5. Attachment C – Scope of Work, attached to the Existing FA is hereby amended by deleting the Milestones table and replacing it with the following Revised Project Schedule.

FA Milestones	Original FA Schedule in Scope of Work		Revised Project Schedule	
	Start Date	End Date	Start Date	End Date
Right of Way				
Certification/Mapping	November 2017	November 2017	March 2018	June 2018
Appraisal	November 2017	November 2017	March 2018	June 2018
Title Report	November 2017	December 2017	March 2018	August 2018
Meet with Property Owners	November 2017	October 2018	March 2018	August 2020
SFS Council Approval	May 2018	June 2018	August 2020	October 2020
Acquire Property	July 2018	October 2018	September 2020	December 2020
Physical Possession	October 2018	October 2018	December 2020	March 2021
Bidding & Construction				
Ready to List	November 2018	November 2018	April 2021	May 2021
Advertise	November 2018	November 2018	June 2021	July 2021
Bid Opening	December 2018	December 2018	August 2021	August 2021
Award of Contract	January 2019	January 2019	September 2021	October 2021
Fully Executed Contract	February 2019	February 2019	November 2021	December 2021
Construction	February 2019	May 2019	January 2022	April 2022
Total Project Duration (Months)	18 months		49 months	

6. The parties have agreed that the Monthly Progress Report is no longer required and therefore, Attachment D-1 and all references thereto are hereby deleted.

7. Except as expressly amended hereby, the Existing FA remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing FA that are not expressly amended by this Amendment shall remain unchanged.

FTIP #: N/A
I-605/SR-91/I-405 Corridors "Hot Spots"

Project#: MR315.41
Amendment No. 1
FA# 920000000MR315.41

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be duly executed and delivered as of the above date.

LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Phillip A. Washington
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By:  _____
Deputy

Date: 7/31/2020

GRANTEE:

CITY OF SANTA FE SPRINGS

By: _____
Raymond R. Cruz
City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Ivy M. Tsai
City Attorney

Date: _____

ATTACHMENT B1-1 - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure R Program - Funding Agreement Projects - FA# 9200000000MR315.41
 Project Title: Valley View Ave intersection at Alondra Blvd Improvements Project#: MR315.41

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2018-19 Qtr 1	FY 2018-19 Qtr 2	FY 2018-19 Qtr 3	FY 2018-19 Qtr 4	FY 2019-20 Qtr 1	FY 2019-20 Qtr 2	FY 2019-20 Qtr 3	FY 2019-20 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE R FUNDS:									
PAED									\$0
PS&E									\$0
RW Support	\$4,587	\$15,278							\$19,865
Const. Support									\$0
RW									\$0
Construction									\$0
Total MEASURE R	\$4,587	\$15,278	\$0	\$0	\$0	\$0	\$0	\$0	\$19,865
SUM PROG LACMTA FUNDS:	\$4,587	\$15,278	\$0	\$0	\$0	\$0	\$0	\$0	\$19,865
SUM NON-LACMTA FUNDS :	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PROJECT FUNDING FY18-19 and FY19-20	\$4,587	\$15,278	\$0	\$0	\$0	\$0	\$0	\$0	\$19,865
SOURCES OF FUNDS	FY 2020-21 Qtr 1	FY 2020-21 Qtr 2	FY 2020-21 Qtr 3	FY 2020-21 Qtr 4	FY 2021-22 Qtr 1	FY 2021-22 Qtr 2	FY 2021-22 Qtr 3	FY 2021-22 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE R FUNDS:									
PAED									\$0
PS&E									\$0
RW Support				\$10,000	\$30,135	\$25,000	\$25,000		\$90,135
Const. Support						\$25,000	\$125,000	\$100,000	\$250,000
RW					\$82,000	\$133,000	\$100,000		\$315,000
Construction							\$1,500,000	\$492,000	\$1,992,000
Total MEASURE R	\$0	\$0	\$0	\$10,000	\$112,135	\$183,000	\$1,750,000	\$592,000	\$2,647,135
SUM PROG LACMTA FUNDS:	\$0	\$0	\$0	\$10,000	\$112,135	\$183,000	\$1,750,000	\$592,000	\$2,647,135
SUM NON-LACMTA FUNDS :	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PROJECT FUNDING FY20-21 and FY21-22	\$0	\$0	\$0	\$10,000	\$112,135	\$183,000	\$1,750,000	\$592,000	\$2,647,135
SUMMARY OF ALL FUNDS									
PAED	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PS&E	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
RW Support	\$4,587	\$15,278	\$0	\$10,000	\$30,135	\$25,000	\$25,000	\$0	\$110,000
Const. Support	\$0	\$0	\$0	\$0	\$0	\$25,000	\$125,000	\$100,000	\$250,000
RW	\$0	\$0	\$0	\$0	\$82,000	\$133,000	\$100,000	\$0	\$315,000
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,000	\$492,000	\$1,992,000
TOTAL MILESTONES	\$4,587	\$15,278	\$0	\$10,000	\$112,135	\$183,000	\$1,750,000	\$592,000	\$2,667,000
SUM PROG LACMTA FUNDS	\$4,587	\$15,278	\$0	\$10,000	\$112,135	\$183,000	\$1,750,000	\$592,000	\$2,667,000
SUM NON-LACMTA FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL PROJECT FUNDING	\$4,587	\$15,278	\$0	\$10,000	\$112,135	\$183,000	\$1,750,000	\$592,000	\$2,667,000



City of Santa Fe Springs

City Council Meeting

ITEM NO. 11

August 13, 2020

NEW BUSINESS

First Amendments to the Cooperative Agreement and the Ground Lease with the City of Norwalk for the operation and maintenance of the Transportation Center

RECOMMENDATION

- Approve the First Amendment to the Cooperative Agreement in substantially the form as attached;
- Approve the First Amendment to the Ground Lease in substantially the form as attached;
- Find that the approval of the Amendments is exempt from CEQA review pursuant to Section 15061(b)(3) of the CEQA Guidelines; and
- Authorize the City Manager to execute the First Amendments to the Cooperative Agreement and the Ground Lease in substantially the form as attached.

BACKGROUND

The Cities of Norwalk and Santa Fe Springs partnered on the construction of the Transportation Center. Norwalk has operated the facility and both cities have jointly split the operational and maintenance costs under the Cooperative Agreement terms and conditions. In late 2016, Norwalk and Santa Fe Springs agreed to a Ground Lease of Parcel B, which was originally intended to be a transit parking lot / storage yard for Norwalk transportation vehicles. The agreement called for Norwalk to pay rent for approximately \$91,992 per year (\$7,666.00 per month). The City of Norwalk was responsible for all improvements to construct a transit vehicle parking lot. During the construction Norwalk staff approached City staff to discuss the possibility of constructing Parcel B as parking for commuters. Therefore, both staff's began working on amending the Ground Lease to reflect said changes. Both cities agree that Parcel B should be used for additional commuter parking for the Transportation Center. With that being the case, Norwalk requested that the City of Santa Fe Springs reduce the annual rent to \$1 for Parcel B since it will no longer be used by the City of Norwalk as a parking lot / storage yard. Santa Fe Springs in turn, requests that Norwalk then continue to operate the Transportation Center, but not split the costs of the operation and maintenance.

CEQA FINDING

The City Council hereby finds that the proposed First Amendments to the Cooperative Agreement and the Ground Lease between the City of Santa Fe Springs and the City of Norwalk, related to the Transportation Center, will not have a direct and significant impact on the environment, and therefore the approval of the amendments are exempt under Section 15061b(3)—General Rule. The general rule states that the California Environmental Quality Act (CEQA) applies only to projects that have the potential for causing a significant effect on the environment.

Report Submitted By:

Noe Negrete
Director of Public Works

Date of Report: August 6, 2020

PROPOSED CHANGES

- A. First Amendment to Cooperative Agreement: The original Cooperative Agreement provided that each City would provide a parcel of real property for the construction of a Transportation Center ("Center") and both Cities would be responsible for the half of the costs of the maintenance and operation of the Center and each would be responsible half of the cost for insurance for the Center. The First Amendment changes that arrangement to require the City of Norwalk to be responsible for one hundred percent (100%) of the cost for the operation, maintenance and insurance for the Center and the City of Santa Fe Springs would be one hundred percent (100%) responsible for the operation and maintenance of the traffic control device (signal) located at the easterly entrance to the Transportation Center on Imperial Highway.
- B. First Amendment to the Ground Lease: The original lease was for a third parcel, known as Parcel "B," (or *Norwalk Transportation Auxiliary Lot*) owned by the City of Santa Fe Springs, which Norwalk leased from the City of Santa Fe Springs to be used as a storage yard for public transportation at a rental rate of one thousand (\$1,000.00 initially during construction and then \$7,666.00 thereafter once construction was completed) per month. The Amendment changes the use from a storage yard to a parking lot for patrons of the Park & Ride Commuter Train program. The rent for the lot was reduced to one dollar (\$1.00) per year, plus the agreement by the City of Norwalk, under the Cooperative Agreement, to be solely responsible for the cost of the operation, maintenance and insurance for the Transportation Center.

LEGAL REVIEW

The City Attorney's office has reviewed the Amendments.

FISCAL IMPACT

The annual costs of the maintenance and operation of the Transportation Center for Santa Fe Springs varied from approximately \$75,000 to \$100,000 depending on the projects and maintenance performed during that year. These expenditures will now be borne by the City of Norwalk. On the other side, the expected revenue of approximately \$91,992 will now be reduced to \$1. However, there will be no costs to Santa Fe Springs for the operation and maintenance of the Transportation Center.


Raymond R. Cruz
City Manager

Attachments:

1. Attachment No. 1: First Amendment to the Cooperative Agreement;
2. Attachment No. 2: First Amendment to the Ground Lease
3. Attachment No. 3: Original Cooperative Agreement
4. Attachment No. 4: Original Ground Lease Agreement

ATTACHMENT NO. 1

FIRST AMENDMENT TO COOPERATIVE AGREEMENT

This First Amendment ("First Amendment") to the Cooperative Agreement is entered into by and between the CITY OF NORWALK, a California municipal corporation ("Norwalk"), and the CITY OF SANTA FE SPRINGS, a California municipal corporation ("Santa Fe Springs"). Norwalk and Santa Fe Springs are sometimes individually referred to herein as a "Party," and jointly as "Parties."

RECITALS

A. The Parties entered into the certain cooperative agreement on March 7, 1995, for the purpose of jointly and cooperatively designing, constructing, maintaining and operating a Commuter Rail Transportation Center ("Transportation Center"), hereinafter the "Agreement".

B. The Parties now desire to amend the Agreement to provide that Norwalk, commencing July 1, 2020, will be solely responsible for maintenance and operation of the Transportation Center and be solely responsible for the all costs and expenses associated with the maintenance and operation of the Transportation Center.

C. This First Amendment is authorized pursuant to Section 4(e) of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

Section 1. NORWALK AGREES

Section 2 of the Agreement entitled Norwalk Agrees, shall be amended in its entirety to read as follows:

NORWALK AGREES:

a. To provide at its sole cost and expense, the upkeep and maintenance and operation of the Transportation Center, including the cost incurred for structural, non-structural, interior, exterior, landscaping areas, systems, equipment, facilities, parking lots, and fences and signs, in good order, condition and repair. Norwalk shall further be responsible for, at its sole cost and expense, the restoration, replacement, and renewal of the above when determined by Norwalk as necessary to keep the property and improvements in good order, condition and repair.

Section 2. SANTA FE SPRINGS AGREES

Section 3 of the Agreement entitled Santa Fe Springs Agrees, shall be amended in its entirety to read as follows:

SANTA FE SPRINGS AGREES

- a. To be responsible for, at its sole cost and expense, maintaining traffic signal control devices at the entrance to the Transportation Center on Imperial Highway approximately one thousand (1,000) feet west of Shoemaker Avenue.
- b. To conduct peer review of and comment to Norwalk on all proposed plans, specifications, and estimates for the Transportation Center.
- c. To issue all permits over which Santa Fe Springs has jurisdiction to enable the construction, maintenance and upkeep of the Transportation Center.

Section 3. UPKEEP AND MAINTENANCE

Subsection 4(a) of the Agreement shall be amended in its entirety to read as follows:

a. For purposes of this agreement, "the upkeep and maintenance and operation of the Transportation Center," includes all costs Norwalk incurs in good faith, to maintain and operate the Commuter Rail Station to a standard equal to the other MetroLink stations on the Orange County/Los Angeles line, including, but not limited to, the following costs:

- (1) Providing electricity, water and other utilities;
- (2) Providing security and parking enforcement;
- (3) Sweeping, repaving and striping the parking lots;
- (4) Painting and cleaning the platform and buildings;
- (5) Constructing future necessary capital improvements, including, but not limited to the parking lot, access road and ADA compliance requirements;
- (6) Servicing the elevators;
- (7) Replacement of signs;

Such costs will include salaries and benefits for employees of Norwalk maintaining and operating the Transportation Center.

Section 4. INSURANCE

Subsection 4(b) of the Agreement shall be amended in its entirety to read as follows:

Norwalk shall provide all risk property coverage for the Center naming the City of Santa Fe Springs as payee for Parcels A and B (Transit Center parcels owned by Santa Fe Springs). Norwalk shall maintain general liability coverage at a minimum of \$10,000,000 and name the City of Santa Fe Springs as an additional protected party. It is understood

that both agencies are members of the California Joint Powers Insurance Authority and are self-insured.

Santa Fe Springs shall maintain general liability coverage at a minimum of \$2,000,000 and name the City of Norwalk as an additional protected party as it relates to maintaining traffic signal control devices at the entrance to the Transportation Center on Imperial Highway approximately one thousand (1,000) feet west of Shoemaker Avenue.

Section 5. RENUMBERING

Subsection 4(g) of the Agreement, shall be stricken in its entirety and replaced with former subsection 4(b) of the Agreement to read as follows:

In the event of any dispute hereunder, either party may inform the other in writing of the disagreement. If the parties do not resolve the disagreement within thirty days of receipt of the written notice, the parties shall submit the dispute to arbitration by a single arbitrator under the rules of the American Arbitration Association.

Section 6. INCORPORATION OF AGREEMENT

Except as expressly amended herein, all terms and conditions of the Agreement shall remain in full force and effect and are ratified by each Party. The First Amendment and the Agreement contain the entire contract of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. The Parties agree that if any provisions of this First Amendment conflict with the Agreement, then the provisions of this First Amendment shall prevail. If any portion of this First Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties enter into this First Amendment.

CITY OF NORWALK

CITY OF SANTA FE SPRINGS

Jesus M. Gomez
City Manager

Raymond R. Cruz
City Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman
City Attorney

Ivy Tsai
City Attorney

ATTACHMENT NO. 2

FIRST AMENDMENT TO GROUND LEASE

This First Amendment ("First Amendment") to the Ground Lease is entered into, by and between the CITY OF NORWALK, a California municipal corporation ("Lessee"), and the CITY OF SANTA FE SPRINGS, a California municipal corporation ("Lessor"). Lessee and Lessor are sometimes individually referred to herein as a "Party," and jointly as "Parties."

RECITALS

A. The Parties entered into the certain ground lease on December 22, 2016 for the purpose of constructing a storage yard for public transportation vehicles and other related purposes (hereinafter the "Ground Lease").

B. The Parties now desire to amend the Ground Lease to provide to change the use of the property from a storage yard for public transportation vehicles and other related purposes, to a parking lot at the Transportation Center, which is the subject of the Cooperative Agreement between the parties, to accommodate Metrolink commuters to park-and-ride commuter trains.

C. With this First Amendment, the parcel subject to the Ground Lease shall be known as the Norwalk Transportation Auxiliary Municipal Lot and/or Parcel "B."

D. This First Amendment is authorized pursuant to Section 13.18 of the Ground Lease.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

Section 1. NEPA and CEQA Compliance

Section 1.4 of the Ground Lease entitled NEPA and CEQA Compliance, shall be amended in its entirety to read as follows:

Notwithstanding the foregoing, Lessor shall act as the lead agency with respect to the environmental review of this Lease and the Work, as defined in Exhibit C, in compliance with the National Environmental Policy Act, to the extent applicable, and the California Environmental Quality Act.

Section 2. Rent

Section 3 of the Ground Lease entitled Rent, shall be amended in its entirety to read as follows:

Lessee shall pay to Lessor on or before the first day of each fiscal year, the sum of one dollar (\$1.00) ("Cash Rent"). As and for additional Rent, Norwalk has agreed in a separate Cooperative Agreement, as amended, to be solely responsible for maintenance and operation of the Transportation Center and be solely responsible for all costs and expenses associated with the maintenance and operation of the Transportation Center. All

Cash Rent shall be paid to Lessor on or before the due date in lawful currency of the United States at Lessor's offices located at 11710 Telegraph Road, Santa Fe Springs, California 90670.

Section 3. Net Lease

Section 5 of the Ground Lease entitled Net Lease, shall be amended in its entirety to read as follows:

This Lease shall be considered to be a net lease, and Lessee shall be responsible for the costs of maintaining and operating the Property, including paying for insurance of Lessee's activities at the Property; provided, however, that Lessor shall remain responsible for the payment when and as due of property taxes or assessments, if any, that from time to time may be imposed on the Property.

Section 4. Use of Property

Section 6 of the Ground Lease entitled Use; Hazardous Materials; Compliance with Laws; Inspection, shall be amended in its entirety to read as follows:

Use of Property. Lessee may use the Property for the construction of the Work described in Exhibit C and the use described thereof as a parking lot for the Transportation Center to accommodate Metrolink commuters to park-and-ride commuter trains; provided, however, that: (a) Lessee shall not use the Property for any other purpose without the prior written consent of Lessor, which consent shall not unreasonably be withheld; (b) Lessee shall not use or permit the Property or any portion of the Property to be improved, developed, used, or occupied in any manner or for any purpose that is in any way in violation of any federal, state or local law, ordinance, or regulation; (c) Lessee shall not maintain, commit or permit the maintenance or commission of any unreasonable fire or health hazards, or any nuisance, as now or hereafter defined by any statutory or decisional law applicable to the Property, on the Property or any part of the Property.

Section 5. Improvements

Section 7 of the Ground Lease entitled Improvements, shall be amended in its entirety to read as follows:

7.1 Disclosure of Property's Prior Use as a Landfill; Mitigation Measures. Lessor hereby discloses to Lessee and Lessee hereby acknowledges that the Property was previously used as a landfill and methane has been found to be present on the Property.

7.2 Mechanics' Liens. At all times during the Term, Lessee shall keep the Property and all building and improvements now or hereafter located on the Property free and clear of all stop notices, liens and claims of liens for labor, services, materials, supplies, or equipment performed on or furnished to the Property. Should Lessee fail to pay and discharge or cause the Property to be released from any such stop notice, lien or claim of lien within thirty (30) days after service on Lessee of written request from Lessor to do so, Lessor may pay, adjust, compromise and discharge any such lien or claim of lien on such terms and manner as Lessor may deem appropriate. In such event, Lessee shall, on or before

the first day of the next calendar month following any such payment by Lessor, reimburse Lessor for the full amount paid by Lessor in paying, adjusting, comprising, and discharging such stop notice, lien or claim of lien, including any attorneys' fees and other costs expended by Lessor, together with interest as provided in Section 13.5 from the date of payment by Lessor to the date of repayment by Lessee.

7.3 Ownership of Improvements. Any and all improvements placed or erected on the Property as well as any and all other alterations, additions, improvements and fixtures (except for improvements that are excluded from the Property and also except for Lessee's furniture and trade fixtures) made or placed in or on the Property by Lessee shall be owned by Lessee during the Term, including any Extension Periods, until the expiration or any earlier termination of this Lease, shall be considered part of the Property, and shall remain on the Property and, without compensation to Lessee, on the expiration or any earlier termination of this Lease, shall become the sole property of Lessor. Lessee shall not remove any improvements from the Property, commit or permit any waste, or destroy or modify any improvements on the Property except as expressly permitted by this Lease.

Section 6. Maintenance and Repairs

Section 8.1 of the Ground Lease entitled Maintenance by Lessee, shall be amended in its entirety to read as follows:

8.1 Maintenance by Lessee. At all times during the Term, and in accordance with the Cooperative Agreement, as amended, Lessee shall, at Lessee's own cost and expense, keep and maintain the Property (including all structural, nonstructural, interior, exterior, landscaped areas, systems, equipment, facilities, driveways, parking lots, fences, and signs) in good order, condition and repair (whether or not the portion of the Property requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Property). Lessee's maintenance obligations shall include restorations, replacements and renewals when necessary to keep the Property and all improvements thereon in good order, condition and repair to a standard equal to the other MetroLink stations on the Orange County/Los Angeles line. In keeping the Property in good order, condition and repair, Lessee shall exercise and perform good maintenance practices.

Section 7. Indemnity and Insurance

Section 9 of the Ground Lease entitled Indemnity and Insurance, shall be amended in its entirety to read as follows:

9.1 Indemnity. To the fullest extent permitted by law, Lessee shall defend, indemnify and hold the Lessor, its elected officials, officers, employees, agents and volunteers ("Lessor Indemnitees") harmless with respect to any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, reasonable attorneys' fees incurred by the Lessor, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation, to the extent caused

by or attributable, actually, allegedly or impliedly, to the negligent acts or omissions or willful misconduct of any of the Lessee Indemnitees during the term of this Agreement. All obligations under this provision are to be paid by Lessee as they are incurred by the Lessor. Nothing herein shall be interpreted as obligating Lessee to indemnify Lessor against Lessor Indemnitees' negligence or willful conduct.

9.2 Liability Insurance. Lessee is a member of the California Joint Powers Insurance Authority and self-insures for general liability and auto liability coverage. Lessee shall add the Transit Center consisting of Parcel A and B (Both Transit Center parcels owned by Lessor) to the property schedule for all risk property coverage. Lessee shall also obtain pollution liability coverage for the Transit Center to include Parcels A and B.

Section 8. EXHIBIT B

Exhibit B of the Ground Lease entitled Permitted Hazardous Materials, shall be stricken in its entirety.

Section 9. EXHIBIT C

Exhibit C of the Ground Lease entitled Description of the Work, shall be amended in its entirety to read as follows:

The Norwalk Transportation Auxiliary Municipal Lot will provide commuter parking spaces to accommodate Metrolink patrons of park-and-ride commuter trains.

Section 10. Incorporation of Agreement

Except as expressly amended herein, all of the terms and conditions of the Ground Lease shall remain in full force and effect and are ratified by each Party. The First Amendment and the Ground Lease contain the entire contract of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. The Parties agree that if any provisions of this First Amendment conflict with the Ground Lease, then the provisions of this First Amendment shall prevail. If any portion of this First Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties enter into this First Amendment.

CITY OF NORWALK
("LESSEE")

CITY OF SANTA FE SPRINGS
("LESSOR")

Jesus M. Gomez
City Manager

Raymond R. Cruz
City Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman
City Attorney

Date: _____

Ivy Tsai
City Attorney

Date: _____

EXHIBIT "D"

FORM OF MEMORANDUM OF GROUND LEASE

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

City of Santa Fe Springs
Attn: City Manager
11710 Telegraph Road
Santa Fe Springs, California 90670

[Space Above For Recorder's Use Only]

The undersigned Lessor declares that this Memorandum of Ground Lease is exempt from Recording Fees pursuant to California Government Code Section 27383.

This Memorandum of Ground Lease is exempt from Documentary Transfer Tax because it is between two municipalities that are political subdivisions of the State of California. Revenue and Taxation Code Section 11922

MEMORANDUM OF AMENDED GROUND LEASE

THIS MEMORANDUM OF AMENDED GROUND LEASE (this "**Memorandum**") is dated as of _____, 2020 and is entered into by and between the CITY OF SANTA FE SPRINGS, a municipal corporation, ("**Lessor**") and the CITY OF NORWALK, a municipal corporation ("**Lessee**").

RECITALS

A. Lessor and Lessee executed that certain Ground Lease dated December 22, 2016 (the "**Prior Ground Lease**") affecting the land described on Exhibit "A" (the Property). Lessor and Lessee further executed that First Amendment to Ground Lease, dated _____, 2020 ("**Lease**") to amend the Prior Ground Lease.

B. Lessor and Lessee now desire to record this Memorandum in order to, among other things, comply with law requiring that municipal leases be recorded, giving constructive notice of the existence of the Lease.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, and the covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Ground Lease. Lessor has leased the Property to Lessee, and Lessee has leased the Property from Lessor, upon and subject to the terms and conditions set forth in the Lease and the First Amendment to the Ground Lease. The Lease and the First Amendment to the Ground Lease is hereby incorporated herein by this reference.

2. Term. The term of the Lease as amended by the First Amendment to the Ground Lease commences on _____, 2020 and expires on December 22, 2066. In addition to that term, Lessee will have the right to extend the term for two consecutive ten (10) year extension periods.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum as of the date and year first above written.

LESSOR:

CITY OF SANTA FE SPRINGS,
a municipal corporation

By:

Print Name: Raymond R. Cruz

Title: City Manager

LESSEE:

CITY OF NORWALK,
a municipal corporation

By:

Print Name: Jesus M. Gomez

Title: City Manager

ATTEST:

_____, City Clerk

ATTEST:

Theresa Devoy, CMC, City Clerk

APPROVED AS TO FORM:

Ivy Tsai
City Attorney

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman
City Attorney

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)
) ss.
COUNTY OF LOS ANGELES)

On _____, 2020, before me, _____, a Notary Public, 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

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)
) ss.
COUNTY OF LOS ANGELES)

On _____, 2020, before me, _____, a Notary Public, 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

ATTACHMENT NO. 3

COOPERATIVE AGREEMENT
BETWEEN THE CITIES OF
NORWALK AND SANTA FE SPRINGS
FOR THE
PLANNING, DESIGN, CONSTRUCTION, MAINTENANCE AND OPERATION
OF THE NORWALK/SANTA FE SPRINGS
TRANSPORTATION CENTER

This Agreement is entered into as of _____ the day of March, 1995, by and between the City of Norwalk, a California municipal corporation t hereinafter referred to as "Norwalk" and the City of Santa Fe Springs, a California municipal corporation, hereinafter referred to as "Santa Fe Springs."

WITNESSETH

WHEREAS, Norwalk and Santa Fe Springs have agreed to jointly and cooperatively design, construct, maintain and operate a commuter rail transportation center, as described in Exhibit A, hereinafter referred to as the "Transportation Center," to be located at 12700 Imperial Highway, in the City of Norwalk; and

WHEREAS, the Transportation Center consists of the following three categories of property and improvements:

1 Property and improvements necessary for railroad operations, including, but not limited to rails, ties, railroad bridge, ballast signals and communication equipment, hereinafter referred to as "Operating Property,"

2 Ticket vending machines and support services , hereinafter referred to as "Ticket Facilities," and

3 All property and improvements included in the Transportation Center other than Operating Property and Ticket Facilities, hereinafter referred to as "Commuter Rail Station."

4

WHEREAS, Norwalk will provide the land for the portion of the Commuter Rail Station located in Norwalk and Santa Fe Springs will provide the land for the portion of the Commuter Rail Station located in Santa Fe Springs; and

WHEREAS, the cost of construction of the Commuter Rail Station is estimated to be \$4,070,000; and

WHEREAS, the cost of design and construction of the Operating Property is estimated to be \$5,535,300; and

WHEREAS, Norwalk has committed a maximum amount of \$2,551,212 of Norwalk's Proposition C and Proposition A Local return Funds, and Proposition C Discretionary Grant Funds for the planning, design, and construction of the Commuter Rail Station;

WHEREAS, Santa Fe Springs has committed a maximum amount of \$1,000,000 of Santa Fe Springs' Proposition A Funds for the construction of the Commuter Rail Station;

WHEREAS, the California Transportation Commission has allocated the amount of \$1,984,088 for the design and construction of the Commuter Rail Station, and the amount of \$2,300,000 for the construction of the Operating Property; and

WHEREAS, the Los Angeles County Metropolitan Transportation Authority, hereinafter referred to as "MTA", has allocated \$2,300,000 for the construction of the Operating Property; and

WHEREAS, Norwalk has entered into Agreements with the Southern California Regional Rail Authority, hereinafter referred to as "SCRRA" for the construction and maintenance of the Commuter Rail Station on behalf of Norwalk and Santa Fe Springs; and

WHEREAS, Norwalk has entered into an Agreement with the MTA, and SCRRA for the construction of the Commuter Rail Station on behalf of Norwalk and Santa Fe Springs; and

WHEREAS, SCRRA has issued Notice to Proceed to contractors for construction of the Operating Property and Commuter Rail Station, and will administer and manage the construction of the Commuter Rail Station and Operating Property; and

WHEREAS, SCRRA will enter into contracts for the purchase and installation of the Ticket Facilities; and

WHEREAS, Norwalk and Santa Fe Springs desire in this agreement to set forth the terms by which they will pay the costs incurred by Norwalk for Project Management Services for the design and construction of the Transportation Center; and

WHEREAS, Norwalk and Santa Fe Springs additionally desire in this agreement to set forth the terms by which they will jointly and cooperatively operate the Commuter Rail Station following completion of the Transportation Center.

NOW THEREFORE, in consideration of the mutual benefits to be derived by Norwalk and Santa Fe Springs and of the promises herein contained, it is hereby agreed as follows:

1. TERM OF AGREEMENT

Term. This Agreement shall commence as of March ____, 1995, and shall continue until dissolved by mutual consent of Norwalk and Santa Fe Springs.

2. NORWALK AGREES:

- a. To act as the lead agency for the planning, design and construction of the Transportation Center.
- b. To issue all permits over which Norwalk has jurisdiction to enable the construction of the Transportation Center.
- c. To share equally in the cost of Project Management Services incurred by Norwalk during design and construction of the Transportation Center.
- d. To share equally in the cost of the maintenance and operation of the Commuter Rail Station, including the cost incurred by Santa Fe Springs to design and construct a parking lot, access road and ancillary traffic control devices in Santa Fe springs to serve the Transportation Center.
- e. To mutually develop by March 1 of each year in cooperation with Santa Fe Springs a written schedule showing Norwalk ' s and Santa Fe Springs respective Commuter Rail Station maintenance and operation obligations for the following July 1-June 30 fiscal year.
- f. To submit by April 1 of each year for Santa Fe Springs' review and approval an annual budget for Norwalk s share of the maintenance and operation of the Commuter Rail Station for the succeeding fiscal year.
- g. To invoice Santa Fe Springs quarterly for one-half of all costs actually incurred by Norwalk in connection with the maintenance and operation of the Commuter Rail Station .
- H. To make Norwalk's financial records available for inspection by Santa Fe Springs during Norwalk's normal

working hours upon forty-eight hours advance notice in writing from Santa Fe Springs.

- i. To reimburse Santa Fe Springs for one-half of all costs actually incurred by Santa Fe Springs in connection with the maintenance and operation of the Commuter Rail Station by paying to Santa Fe Springs the amount of each quarterly invoice within 30 working days of receipt of each quarterly invoice .

3. SANTA FE SPRINGS AGREES

- a. To conduct peer review of and comment to Norwalk on all plans, specifications, and estimates for the Transportation Center.
- b. To issue all permits over which Santa Fe Springs has jurisdiction to enable the construction of the Transportation Center.
- c. To share equally in the cost of Project Management Services incurred by Norwalk during design and construction of the Transportation Center.
- d. To share equally in cost of the maintenance and operation of the Commuter Rail Station.
- e. To mutually develop by March 1 of each year in cooperation with Norwalk a written schedule showing Norwalk's and Santa Fe Springs' respective Commuter Rail Station maintenance and operation obligations for the following July 1 -June 30 fiscal year .
- f. To submit by April 1 of each year for Norwalk's review and approval an annual budget for Santa Fe Springs' share of the maintenance and operation of the Commuter Rail Station for the succeeding fiscal year.

- g. To invoice Norwalk quarterly for one-half of all costs actually incurred by Santa Fe Springs in connection with the maintenance and operation of the Commuter Rail Station.
- h. To make Santa Fe Springs' financial records available for inspection by Norwalk during Santa Fe Springs' normal working hours upon forty-eight hours advance notice in writing from Norwalk.
- i. To reimburse Norwalk for one-half of all costs actually incurred by Norwalk in connection with the maintenance and operation of the Commuter Rail Station by paying to Norwalk the amount of each quarterly invoice within 30 working days of receipt of each quarterly invoice.
- j. To design and construct a parking lot, access road and ancillary traffic control devices in Santa Fe Springs to serve the Transportation Center.

4. IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. For purposes of this agreement, "all costs actually incurred in connection with the maintenance and operation of the Commuter Rail Station, " includes all costs, which either party incurs in good faith and consistent with the approved budget, to maintain and operate the Commuter Rail Station to a standard equal to the other MetroLink stations on the Orange County/Los Angeles line, including, but not limited to, the following costs:

- (1) Providing electricity, water and other utilities;
- (2) Providing security;
- (3) Sweeping, repaving and striping the parking lots;
- (4) painting and cleaning the platform and buildings;
- (5) Constructing future necessary capital improvements, including, but not limited tot the parking lot, access road and ancillary traff ic control improvements to be constructed in Santa Fe Springs;
- (6) Servicing the elevators;
- (7) Replacement of signs;
- (8) Maintaining traffic signal control devices at the entrance to the Commuter Rail Station;

- (9) Paying the cost of property insurance premiums for the Commuter Rail Station;
- (10) Paying the cost necessary for the parties to be added as additional insureds under SCRRA's liability insurance policy;
- (11) Paying the cost of defending against claims arising out of or in connection with the operations or maintenance of the Commuter Rail Station;
- (12) Paying any settlements, claims, judgments or other liabilities arising out of or in connection with the operations or maintenance of the Commuter Rail Station.

Such costs will include salaries and benefits for employees of Norwalk and Santa Fe Springs maintaining and operating the Commuter Rail Station, but will not include general overhead costs of Norwalk or Santa Fe Springs.

- b. In the event of any dispute hereunder, either party may inform the other in writing of the disagreement. If the parties do not resolve the disagreement within thirty days of receipt of the written notice, the parties shall submit the dispute to arbitration by a single arbitrator under the rules of the American Arbitration Association.
- c. The parties shall equally share any liability which is imposed by any law upon either party for injury caused by a negligent or wrongful act or omission by either party occurring in the performance of this agreement, except that each party shall be and shall remain liable and responsible for any liability or damages, whether imposed by common law, equity, statute, regulation, order or directive, or for any other costs (including but not limited to all response, removal, remediation, cleanup, abatement, treatment, compliance, monitoring or oversight costs, or natural resources damages, or any contribution or indemnification costs , or any attorney' s fees) resulting from or incurred as a result of any contamination existing on or the presence of any hazardous substances , hazardous wastes , hazardous materials or any other wastes or pollutants (including but not limited to any petroleum or other hydrocarbon substances or products) which have been released, spilled, emitted, migrated, discharged or disposed on each party's respective property prior to or as of the time this agreement is entered into. The joint liability shall include attorneys fees and costs of

defense incurred by either party in defending itself in connection with a claim of such an injury, regardless of the ultimate resolution of the claim, and shall also include any increased insurance premium or cost resulting from such an injury or injuries. The provisions of Government Code Section 895.6 shall apply to this agreement. The joint liability created hereunder shall not extend to punitive damages, if any, which may be awarded against either party for any injury caused by its or its agent's or contractor's negligent or wrongful act or omission occurring in the performance of this agreement.

- d. It is understood and agreed that the provisions of any previous Assumption of Liability Agreements heretofore entered into between the parties hereto are inapplicable to this Agreement.
- e. This Agreement may be terminated, or provisions contained herein may be altered, changed, or amended only by mutual consent of the parties hereto in writing.
- f. Notice Will be given to the parties by first class registered at the address specified below and unless otherwise notified in writing of change of address.

Norwalk's Address:

City of Norwalk
P.O. Box 1030
Norwalk, CA 90651-1030
Attention:

Santa Fe Springs' Address:

City of Santa Fe Springs 11710
Telegraph Road
Santa Fe Springs, CA 90670-3658
Attention:

- g. In the event the Transportation Center is completed under budget, and SCR.RA refunds excess funds, Norwalk and Santa Fe Springs shall receive reimbursements in the same ratio as the funds contributed by the cities on the Transportation Center.
- h. This document and the attachments hereto contain and constitute the entire understanding and agreement between the parties with respect to the subject matter hereof. This Agreement supersedes all prior understandings, representations and undertakings between the parties, whether written or otherwise, with respect to the subject matter hereof.
- i. Nothing in this agreement shall be construed to place responsibility on either party for repair or replacement of Operating Property or Commuter Rail Station property damaged by fire, flood, earthquake, explosion, or other casualty or Act of God or the public enemy. Agreement as to responsibility, if any, for repair and costs for damage from such event shall be negotiated through a separate agreement or through an amendment to this Agreement, after such an event occurs.
- j. In case any of the provisions contained in this Agreement shall for any reason be held invalid or illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions have never been contained herein.
- k. In the event of any dispute hereunder or any proceeding to enforce the provisions hereof, the prevailing party in such dispute or proceeding shall be entitled to recover, among other things, all costs, reasonable attorney's fees and reasonable disbursements, regardless of whether such dispute or proceedings are handled by attorneys or employees of such party or outside counsel. "Prevailing party in any dispute or proceeding" shall be the party who obtains substantially all the relief sought by such party in such action or proceedings, regardless of whether final court judgment is entered.

1. No waiver of any right or failure to exercise any remedy with respect to any matter or event which is the subject of this Agreement shall be or deemed to be a waiver of such right or remedy with respect to any other matter or event, or to constitute a precedent for purposes of interpretation of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the parties as follows:

City Manager
City of Norwalk

City Manager
City of Santa Fe Springs

ATTEST:

ATTEST:

City Clerk
City of Norwalk

City Clerk
City of Santa Fe Springs

ATTACHMENT NO. 4

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California

04/19/17 AT 03:39PM

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RECORDING REQUEST BY:
City of Norwalk
City Clerk

WHEN RECORDED MAIL TO:

NAME City of Norwalk
Attn: City Clerk

MAILING 12700 Norwalk Blvd.
ADDRESS Room 10

CITY, STATE Norwalk, CA
ZIP CODE 90650



SPACE ABOVE THIS LINE RESERVED FOR RECORDERS USE

TITLE(S)

Ground Lease

GROUND LEASE

between

**CITY OF SANTA FE SPRINGS,
a municipal corporation,
("Lessor")**

and

**CITY OF NORWALK,
a municipal corporation
("Lessee")**

December 22, 2016

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GROUND LEASE

THIS GROUND LEASE (the "Lease") is dated for reference purposes and entered into as of December 22, 2016 (the "Lease Date"), by and between the CITY OF SANTA FE SPRINGS, a municipal corporation ("Lessor"), and CITY OF NORWALK, a municipal corporation ("Lessee").

Recitals

A. Lessor owns the land more particularly described in Exhibit "A" attached hereto (the "Property").

B. Lessee has been awarded a federal grant to construct a storage yard for public transportation vehicles and other related purposes, and desires to construct those improvements (the "Improvements") on the Property.

C. Lessee desires to lease the Property from Lessor on the terms and conditions set forth herein, and Lessor is willing to lease the Property to Lessee on the terms and conditions set forth herein, including all applicable local, state and federal regulations in keeping with the United States Department of Transportation Federal Transit Administration (FTA) Master Agreement entered into by Lessee.

NOW THEREFORE, in consideration of the mutual promises and other consideration contained herein, Lessor and Lessee agree as follows:

1. Lessee Due Diligence; Title Insurance; Lease of Property.

1.1 Title Insurance. Lessee acknowledges receipt of preliminary title report No. NCS 824955-LA2 (the "PTR") prepared by First American Title Company (the "Title Company") and Lessee hereby approves the title exceptions in the PTR.

1.2 Physical Inspections by Lessee. Commencing on the Lease Date and for sixty (60) business days [for purposes of this Lease, the terms "business days" shall mean any day on which Lessor's offices are open for business] thereafter (the "Due Diligence Period"), Lessee and its contractors and consultants who are designated in writing to Lessor ("Lessee Designees") shall have the right to enter onto the Property for the purpose of hazardous materials inspections, soils inspections and other physical inspections and investigations; provided, however, that: (a) Lessee shall deliver copies of all inspection reports to Lessor; (b) no inspections or investigations shall damage the Property or any improvements thereon or shall be "invasive" unless the Lessor has received a plan describing the scope of the inspection or investigation and Lessor has approved such plan in writing, which approval shall not be unreasonably withheld (Lessor shall approve or disapprove that plan within fifteen (15) business days of the date the plan is submitted by Lessee and Lessor's failure to respond with respect to the plan within that fifteen (15) business day period shall be deemed Lessor's approval of the plan); (c) Lessee shall immediately repair any damage caused by or related to its inspections; and (d) neither Lessee nor any of Lessee's Designees shall enter the Property unless and until Lessee has provided Lessor reasonable written

Designees shall enter the Property unless and until Lessee has provided Lessor reasonable written evidence (such as insurance certificates and/or copies of policies) that the activities of Lessee and the Lessee Designees are covered by reasonable liability insurance naming Lessor as an additional insured. Lessee shall defend, indemnify and hold Lessor harmless from and against any and all claims, liabilities, losses, damages, costs and expenses (including, without limitation, attorneys' fees and cost) resulting from the entry onto the Property, inspections or tests by Lessee or Lessee's Designees. If Lessee reasonably disapproves or objects to any condition of the Property, then Lessee may terminate the Lease by written notice to Lessor given on or prior to the end of the Due Diligence Period that describes the basis for the disapproval or objection.

1.3 Lease of Property. Subject to Lessee's rights to terminate in Section 1.1 and 1.2 above, Lessor hereby leases the Property to Lessee, and Lessee hereby leases the Property from Lessor, upon and subject to the terms hereinafter set forth. In addition to the foregoing Lease of the Property, during the Term of the Lease specified herein, Lessee shall have the right to access the Property through Lessor's adjacent property, known as "Parcel A" (Los Angeles County Assessor's Parcel Number 8045-001-905).

1.4 NEPA and CEQA Compliance. Notwithstanding the foregoing, Lessor shall act as the lead agency with respect to the environmental review of this Lease and the Work, as defined in Section 7.1, in compliance with the National Environmental Policy Act, to the extent applicable, and the California Environmental Quality Act. Lessee shall be responsible for the costs Lessor incurs in connection with such environmental review.

2. Term of Lease; Extension Options; Possession.

2.1 Term. The term of this Lease (the "Term") shall commence on the Lease Date and continue for fifty (50) years until December 31, 2066, subject to extension under Section 2.2 below; provided, however, that notwithstanding any other provision hereof to the contrary, Lessee may at any time terminate this Lease upon at least ninety (90) days' prior written notice to Lessor.

2.2 Lessee's Option to Extend the Term. Lessee shall have the option to extend the Term for two (2) additional consecutive periods ("Extension Periods") of ten (10) years each by giving Lessor written notice of such exercise not less than six (6) months prior to the beginning of the applicable Extension Period.

2.3 Possession. Lessee shall be entitled to take possession of the Property upon the commencement of the Term. Lessee acknowledges that Lessee has inspected the Property and accepts the Property in its existing condition, "AS IS", without representation or warranty (express or implied) and subject to all defects and conditions, whether patent or latent, and subject further to all legal requirements such as taxes, assessments, zoning, use permit requirements and building codes; based solely on Lessee's own inspection, analysis and evaluation and not in reliance on any information provided by or on behalf of Lessor.

3. Rent. Until such time as the Work referenced in Section 7.1, below, is completed, Lessee shall pay to Lessor on or before the first day of each calendar month the sum of one thousand dollars (\$1,000.00). For purposes of this Lease, "completion" shall mean when the Work

Once the Work is completed, Lessee shall pay to Lessor on or before the first day of each calendar month, the sum of seven thousand six hundred sixty-six dollars (\$7,666.00) ("Rent"), provided that such Rent shall be prorated for the first month in which such monthly Rent shall be payable, based on the number of days remaining in that month after completion of the Work divided by the total number of days in that month. Rent for that first month shall be payable by Lessee within thirty (30) days after the date the Work is completed. All Rent shall be paid to Lessor on or before the due date in lawful currency of the United States at Lessor's offices located at 11710 Telegraph Road, Santa Fe Springs, California 90670, or at any other place or places that Lessor may designate by written notice to Lessee. Starting on July 1, 2018 and on July 1 of each year thereafter (the "Adjustment Date"), the Rent shall increase based on the Consumer Price Index for All Items published by the Bureau of Labor and Statistics of the United States Department of Labor for All Urban Consumers in the Los Angeles-Riverside-Orange County Area ("CPI-U") indicator and shall be determined by dividing the CPI-U indicator published for March of the current year by the CPI-U indicator published for March of the prior year, and multiplying the resultant number by the most recent Rent amount; provided that Rent shall not decrease and shall not increase by more than five percent (5%) over the prior year's Rent as a result of that adjustment. Lessor has the option to review current market lease rates every fifteen (15) years, commencing at the Lease Date, through preparation of a rental appraisal report prepared at Lessor's expense by a duly licensed real estate appraiser with at least ten (10) years' experience in appraising commercial leases and properties; provided that appraisal should take into consideration only the value of the Property in its undeveloped condition, without consideration of the Work to be constructed at the Property by Lessee. The Rent may be adjusted, and this Section 3 amended accordingly, based upon the current rental value of the Property set forth in that report, provided: (a) any such adjustment to Rent shall be effective no earlier than sixty (60) days after Lessee is provided a copy of that report; (b) adjusted Rent shall be prorated for any portion of a calendar month to which the adjustment applies and Lessee shall pay any adjusted Rent amount within thirty (30) days of the effective date of the adjustment; (c) Rent shall not be decreased from the then current Rent amount; and (d) Rent shall not be increased by more than ten percent (10%) from the then current Rent.

4. Utilities. Lessee shall obtain, at Lessee's expense, all electricity, gas, potable water, fire suppression water, sewer, waste water services and other utilities needed to operate the Improvements during the Term.

5. Net Lease. This Lease shall be considered to be a net lease, and Lessee shall be responsible for the costs of maintaining and operating the Property, including paying for insurance of Lessee's activities at the Property; provided, however, that Lessor shall remain responsible for the payment when and as due of property taxes or assessments, if any, that from time to time may be imposed on the Property.

6. Use; Hazardous Materials; Compliance with Laws; Inspection.

6.1 Use of Property. Lessee may use the Property for the construction of the Work described in Section 7.1 below and the use described thereof as a storage yard for public transportation vehicles and other related purposes; provided, however, that: (a) Lessee shall not use the Property for any other purpose without the prior written consent of Lessor, which consent shall not unreasonably be withheld; (b) Lessee shall not use or permit the Property or any portion

of the Property to be improved, developed, used, or occupied in any manner or for any purpose that is in any way in violation of any federal, state or local law, ordinance, or regulation; (c) Lessee shall not maintain, commit or permit the maintenance or commission of any unreasonable fire or health hazards, or any nuisance, as now or hereafter defined by any statutory or decisional law applicable to the Property, on the Property or any part of the Property.

6.2 Hazardous Materials.

(a) Definitions.

"Hazardous Materials" shall mean any substance that now or in the future requires investigation or remediation under, or is regulated or defined as a hazardous waste or hazardous substance, by any governmental authority or instrumentality or any law, regulation, rule or order, or any amendment thereto, including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. § 9601 et seq. and the Resource Conservation and Recovery Act, 42 U.S.C. § 9601 et seq., or that is otherwise toxic, explosive, corrosive, flammable, infectious, mutagenic, radioactive, carcinogenic, a pollutant or a contaminant, including gasoline, diesel, petroleum hydrocarbons, polychlorinated biphenyls (PCBs), asbestos, radon and urea formaldehyde foam insulation.

"Environmental Requirements" shall mean all present and future governmental laws, regulations, rules, orders, permits, licenses, approvals, authorizations and other requirements of any kind applicable to Hazardous Materials, including common law tort principles (such as public and private nuisance and strict liability for conducting abnormally dangerous activities).

"Handle," "Handled" or "Handling" shall mean any installation, handling, generation, storing, treatment, use, disposal, discharge, release, manufacture, refinement, emission, abatement, removal, transportation, presence or migration of any Hazardous Materials brought on the Property by Lessee or Lessee's Representatives, or any other activity or any type in connection with or involving Hazardous Materials.

"Lessee's Representatives" shall mean all of Lessee's officers, employees, contractors, representatives, permitted assignees and agents.

(b) Indemnification by Lessee. In addition to, and not in derogation of any other indemnification contained in this Lease, except in connection with Section 7.3(b) below, Lessee agrees to indemnify, defend and hold harmless Lessor, its successors and assigns, and its and their directors, officers, employees, and agents from all costs, expenses, damages, liabilities, claims, fines, penalties, interest, judgments, and losses of any kind arising from or in any way related to Lessee's or Lessee's Representatives' Handling of Hazardous Materials during the Term or failure to comply in full with this Section 6.2 (collectively, "Environmental Losses"); provided, however, that nothing in the preceding sentence shall mean

Lessee must indemnify, defend and hold harmless Lessor, its successors and assigns, and its and their directors, officers, employees and agents from losses or environmental liabilities of any kind related to the prior use of the Property as a landfill, as disclosed in Section 7.3(b), below. If Lessor is ever made a party to any action or proceeding by reason of a matter for which Lessee is obligated to indemnify Lessor, then Lessee, upon notice from Lessor, shall, at Lessor's option, either defend that action or proceeding on behalf of Lessor at Lessee's expense with counsel satisfactory to Lessor or reimburse Lessor for all defense costs Lessor actually incurs in defending against such action or proceeding, whether or not the action or proceeding is ultimately defeated.

(c) Handling of Hazardous Materials. Lessee and Lessee's Representatives shall not Handle any Hazardous Materials at or about the Property in any manner that constitutes a violation of any Environmental Requirement. Hazardous Materials that Lessee may bring onto the Property are specified in Exhibit "B" hereto.

(d) Notice to Lessor. Any communications, written or oral, regarding any release, discharge, emission of any Hazardous Material or any other occurrence involving a Hazardous Material at the Property that poses an imminent threat of damage or contamination to the Property or the environment shall be delivered or, if oral, communicated, to Lessor within 24 hours after receipt. All other communications shall be delivered to Lessor within 10 days after receipt.

(e) Lease Closure. Prior to the expiration or termination of this Lease, Lessee shall, at its sole expense, promptly remove from the Property, using the then best available technology, all Hazardous Materials Handled by Lessee or Lessee's Representatives during the Term (collectively, "Lease Closure"), notwithstanding any lesser standard of removal or remediation which might be allowable under applicable law or governmental policies, and perform or cause to be performed all actions necessary, as determined by Lessor in its reasonable business judgment, to ensure that Lease Closure has been completed, including inspection, testing and post-Lease Closure monitoring. All work required to be performed under this Section 6.2, and Lessee's and Lessee's Representatives' Handling of all Hazardous Materials, shall be performed by duly licensed contractors in a good, safe and workmanlike manner and in a manner that will not interfere with the use, operation, leasing or sale of the Property.

(f) Lessor's Rights. Lessor and its representatives and consultants shall have the right, but not the obligation, to enter the Property at any reasonable time upon at least forty-eight (48) hours' prior notice (except in the case of an emergency) (i) to confirm Lessee's compliance with the provisions of this Section 6.2, including the right to physically investigate the condition of the Property and review all permits, reports, plans, and other documents regarding the Handling of Hazardous Materials, and (ii) to perform Lessee's obligations under this Section 6.2 if Lessee has failed to timely do so.

(g) Release of Hazardous Materials. In the event of any release, discharge or other event caused or contributed to by the acts or omissions of the Lessee or Lessee's Representatives which poses a threat of damage or contamination to the Property or the environment, whether discovered by Lessor or Lessee, Lessee shall fully document the facts relating to the event, including the circumstances existing prior to and after the occurrence of the event, the precise nature of the release, discharge or event, including specific compounds and quantities involved, and all actions Lessee has taken and will take to remediate the release, discharge or event. Lessee shall provide such documentation to Lessor promptly after the occurrence in question.

6.3 Compliance with Applicable Requirements. Lessee, shall, at Lessee's sole expense, fully, diligently and in a timely manner, comply with all applicable laws, building codes, regulations, ordinances, rules, directives, covenants, or restrictions of record, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Property (collectively, "Applicable Requirements"), without regard to whether such Applicable Requirements are now in effect or become effective hereafter. Lessee shall, within 10 business days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Property to comply with any Applicable Requirements.

7. Construction and Installation of Improvements.

7.1 The Work. At no cost to Lessor, through the use of federal grant funds and Lessee's monies, Lessee shall cause to be performed all construction, alterations, additions, installations, repairs and refurbishment required to complete the work described in Exhibit "C" (collectively, the "Work"). In causing the Work to be performed, Lessee shall include in any contract for the Work provisions, in compliance with the requirements of the State of California Department of Toxic Substances Control, that prohibit any contractor, subcontractor or agent from penetrating the adjacent Parcel A parking lot surface. Lessee shall obtain the approval of the design of the Work relating to the Parcel B parking improvements from Neville Chemical Company ("NCC"), and/or NCC's agents, to ensure that Work will not adversely impact the existing groundwater monitoring wells in the vicinity. Lessee shall provide NCC and/or NCC's agents with access to such groundwater monitoring wells upon at least five (5) days' advance notice to Lessee. Lessor shall waive any building permit fees associated with the Work and shall expedite its review of the design plans and drawings for the Work. Lessee shall cause the Work to be completed in a diligent and timely manner. Lessee's failure to meet any of the deadlines in Exhibit "D", as the same may be extended in accordance with the provisions of Section 13.4, shall constitute a non-curable "Event of Default" (as defined in Section 12.1).

7.2 Construction Contracts. All Work shall be performed only by competent and qualified contractors duly licensed under the laws of the State of California pursuant to written contracts with such contractors.

7.3 Prevailing Wage; Prior Use of Property.

(a) Lessee shall pay, or cause to be paid, the prevailing rates of wages for all work and shall comply with Section(s) 1720 et seq. of the California Labor Code and related regulations. Lessee shall cause the Work and any other construction, alterations, additions, installations, repairs and refurbishment at any time undertaken on or in the Property to be performed (a) in a workmanlike manner with only new and high quality building materials, (b) in compliance with all Applicable Requirements, and (c) in compliance with all applicable insurance requirements. Without limiting the generality of the foregoing provisions, Lessee shall not permit any component of the Work to be commenced until all building permits and other governmental permits, licenses and approvals required in connection with such component of the Work have been issued. Lessor shall waive all fees for permits that it issues to Lessee in connection with the Work. Additionally, Lessor agrees to expedite any review or inspection process it conducts in connection with the Work.

(b) Disclosure of Property's Prior Use as a Landfill; Mitigation Measures. Lessor hereby discloses to Lessee and Lessee hereby acknowledges that the Property was previously used as a landfill and methane has been found to be present on the Property. As a result of such potential exposure, certain precautions shall be taken by Lessee before and during preparation and construction of the Work, including, but not limited to, mitigation measures for methane, as set forth in Exhibit C.

7.4 Mechanics' Liens. At all times during the Term, Lessee shall keep the Property and all building and improvements now or hereafter located on the Property free and clear of all stop notices, liens and claims of liens for labor, services, materials, supplies, or equipment performed on or furnished to the Property. Should Lessee fail to pay and discharge or cause the Property to be released from any such stop notice, lien or claim of lien within thirty (30) days after service on Lessee of written request from Lessor to do so, Lessor may pay, adjust, compromise and discharge any such lien or claim of lien on such terms and manner as Lessor may deem appropriate. In such event, Lessee shall, on or before the first day of the next calendar month following any such payment by Lessor, reimburse Lessor for the full amount paid by Lessor in paying, adjusting, comprising, and discharging such stop notice, lien or claim of lien, including any attorneys' fees and other costs expended by Lessor, together with interest as provided in Section 13.5 from the date of payment by Lessor to the date of repayment by Lessee.

7.5 Ownership of Improvements. Any and all improvements placed or erected on the Property as well as any and all other alterations, additions, improvements and fixtures (except for improvements that are excluded from the Property and also except for Lessee's furniture and trade fixtures) made or placed in or on the Property by Lessee shall be owned by Lessee during the Term, including any Extension Periods, until the expiration or any earlier termination of this Lease, shall be considered part of the Property, and shall remain on the Property and, without compensation to Lessee, on the expiration or any earlier termination of this Lease, shall become the sole property of Lessor. Lessee shall not remove any improvements from the Property, commit or permit any waste, or destroy or modify any improvements on the Property except as expressly permitted by this Lease.

8. Maintenance and Repairs.

8.1 Maintenance by Lessee. At all times during the Term, Lessee shall, at Lessee's own cost and expense, keep and maintain the Property (including all structural, non-structural, interior, exterior, landscaped areas, systems, equipment, facilities, driveways, parking lots, fences, and signs) in good order, condition and repair (whether or not the portion of the Property requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Property). Lessee's maintenance obligations shall include restorations, replacements and renewals when necessary to keep the Property and all improvements thereon in good order, condition and repair. In keeping the Property in good order, condition and repair, Lessee shall exercise and perform good maintenance practices.

8.2 Lessee's Duty to Restore Property. Should, at any time during the Term, any buildings or improvements now or hereafter on the Property be destroyed in whole or in part by fire, theft, the elements, or any other cause not the fault of Lessor, Lessee, at Lessee's own cost and expense, shall repair and restore the damaged or destroyed buildings or improvements according to the original final plans and specifications therefore or according to any modified plans and specifications that provide for improvements consistent in terms of size, design and quality with the original buildings and improvements. If the work of repair and restoration does not require the issuance of any building permit or other permit from governmental authorities or the preparation of plans, then such work shall be commenced by Lessee within sixty (60) days after the damage or destruction occurs and shall be completed as soon as possible and in any event within nine months after such work is commenced. If the work of repair and restoration requires the issuance of any building permit or other permit from governmental authorities or the preparation of plans, then such work shall commence within ninety (90) days after the last to occur of obtaining of the necessary permit or permits or the preparation of plans and shall be completed as soon as possible and in any event within one year after such work is commenced. Notwithstanding the foregoing two sentences, if the cost of any such repairs and restoration is covered by insurance, Lessee may delay the commencement of such repairs and restoration until its insurance claim has been processed and coverage is confirmed to be provided. The Parties agree that events or conditions may preclude in some instances the immediate making of permanent repairs. The Parties agree that in those instances Lessee shall make interim repairs that will protect the improvements from further deterioration and permit the continued use of the Property to the extent possible for the purposes for which they were demised. In such event Lessee, upon demand, shall provide Lessor sufficient information for Lessor to satisfy itself that the time for making permanent repairs must be extended as reasonable beyond the time limits specified hereinbefore. In all other respects, the work of repair and restoration shall be done in accordance with the requirements for the original Work set forth in Section 7.

8.3 Application of Insurance Proceeds. Any and all fire or other insurance proceeds that become payable at any time during the Term because of damage to or destruction of any buildings or improvements on the Property shall be used toward the repair, restoration and replacement of damaged or destroyed buildings or improvements in the manner required by Section 8.2; provided, however, that any fire or other insurance proceeds remaining after the repair, restoration, reconstruction and/or replacement of the damaged or destroyed buildings or

improvements has been completed to the satisfaction of Lessor (the "Remaining Insurance Proceeds") shall be allocated between Lessee and Lessor as follows:

(a) that percentage of the Remaining Insurance Proceeds which equals the percentage of the unexpired portion of the Term, at the time the repair, restoration, reconstruction and/or replacement of the damaged or destroyed buildings has been completed, shall belong to and be the sole property of Lessee; and

(b) that percentage of the Remaining Insurance Proceeds which equals the percentage of the expired portion of the Term, at the time the repair, restoration, reconstruction and/or replacement of the damaged or destroyed buildings has been completed, shall belong to and be the sole property of Lessor.

8.4 Lessor's Rights of Entry. Lessor and Lessor's agents shall have the right to enter at reasonable hours after prior notice of the time and place of entry into and upon said portions of the Property as necessary for the purpose of ascertaining that the improvements on the Property are kept and maintained in good condition and repair as provided for in this Section 8 and that the terms of this Lease are observed.

9. Indemnity and Insurance.

9.1 Exculpation of Lessor. Lessor shall not be liable to Lessee for any damage to Lessee or Lessee's property for any cause, except for any damage to Lessee or Lessee's property resulting from the gross negligence and willful misconduct of Lessor or its authorized representatives. Lessee waives all claims against Lessor for damage to person or property arising, or asserted to have arisen, for any reason, except that Lessor shall be liable to Lessee for any damage to Lessee resulting from or arising out of the Property's prior use as a landfill and for any damage to Lessee resulting from the gross negligence or willful misconduct of Lessor. Subject to the foregoing provisions, Lessor agrees to, defend, indemnify and hold Lessee and its officers, directors, employees, agents and affiliates and their respective assets free and harmless against and from any and all liabilities, claims, losses, damages, and expenses (including attorneys' fees and court costs) resulting from or arising out of Lessor's failure to perform any of Lessor's obligations under this Lease when and as required by the terms hereof.

9.2 Indemnity. Lessee agrees to, and does hereby defend, indemnify and hold Lessor and its officers, directors, employees, agents and affiliates and their respective assets, including the Property and all improvements now or hereafter on the Property, free and harmless against and from any and all liabilities, claims, losses, damages, and expenses (including attorneys' fees and court costs) resulting from or arising out of Lessee's occupation and use of the Property, specifically including any liability, claim, loss, damage, or expense arising by reason of:

(a) The death or injury of any person, including any person who is an employee or agent of Lessee, or the damage to or destruction of any property, including property owned by Lessee or by any person who is an employee or agent

of Lessee, from any cause whatsoever while such person or property is on the Property;

(b) Any work performed on the Property or materials furnished to the Property at the instance or request of Lessee or any person or entity acting for or on behalf of Lessee; or

(c) Lessee's failure to comply with any requirement of law or any requirement imposed on Lessee or the Property by any governmental agency or authority;

(d) Lessee's failure to perform any of Lessee's obligations under this Lease when and as required by the terms hereof; or

(e) The inaccuracy of any representation made by Lessee to Lessor in this Lease.

9.3 Liability Insurance. Lessee shall, at Lessee's own cost and expense, secure promptly after execution of this Lease and maintain during the entire Term a broad form comprehensive coverage policy of public liability insurance issued by an insurance company or risk pool acceptable to Lessor and authorized to issue liability insurance in the State of California, insuring Lessee and Lessor against loss or liability caused by or connected with Lessee's occupation, use, disuse, or condition of the Property under this Lease in amounts not less than:

(a) \$2,000,000 for injury to or death of one person and, subject to such limitation for the injury or death of one person, of not less than \$5,000,000 for injury or death to two or more persons as a result of any one accident or incident; and

(b) \$2,000,000 for damage to or destruction of any property of others. All public liability insurance and property damage insurance shall insure performance by Lessee of the indemnity provisions of this Lease. Lessor shall be named as additional insured on each insurance policy required by this Section, and such policies shall contain cross liability endorsements.

9.4 Fire and Casualty Insurance. Lessee shall, at Lessee's own cost and expense, at all times during the Term, keep all buildings, improvements, Lessee's personal property and other structures on the Property, as well as any and all additions thereto, insured for their actual cash, full replacement value (as defined below), by insurance companies or a risk pool authorized to issue such insurance in the State of California, against loss or destruction by fire and the perils commonly covered under the standard extended coverage endorsement to fire insurance policies in the geographic area in which the Property are located. Each insurance policy shall be issued in the names of Lessor and Lessee, as their interests may appear. Any proceeds received because of a loss covered by such insurance shall be used and applied in the manner required by Section 8.3. On termination of this Lease, such insurance policy or policies, all rights thereunder and any insurance proceeds shall be assigned to Lessor at Lessor's election; provided, however, that Lessor shall reimburse Lessee for any unearned premiums that Lessee prepaid for the year in which this Lease is terminated and for years after this Lease is terminated.

9.5 Evidence of Insurance. Prior to entering the Property for any purpose, Lessee shall deliver to Lessor insurance certificates showing that Lessee has obtained and is maintaining the insurance required by this Section 9. Upon written request of Lessor, Lessee shall deliver to Lessor a complete and correct copy of each insurance policy required by this Section 9.

9.6 Notice of Cancellation of Insurance. Each insurance policy required by this Section 9 shall contain a provision that it cannot be cancelled or materially changed for any reason unless 30 days' prior written notice of such cancellation or change is given to Lessor in the manner required by this Lease for service of notices on Lessor by Lessee.

10. Condemnation.

10.1 Total Condemnation. Should, during the Term, title to the Property be taken under the power of eminent domain by any public or quasi-public agency or entity, this Lease shall terminate as of 12:01 A.M. of, whichever first occurs, (a) the date legal title to the Property becomes vested in or (b) actual physical possession of the Property is taken by the agency or entity exercising the power of eminent domain, and both Lessor and Lessee shall thereafter be released from all future obligations under this Lease, except those specified in Sections 10.4 and 10.5.

10.2 Partial Condemnation. Should, during the Term, title of only a portion of the leased Property be taken under the power of eminent domain by any public or quasi-public agency or entity, all compensation and damages payable by reason the taking by eminent domain of any improvements (but not land) shall be available to and used, to the extent reasonably needed, by Lessee to replace the improvements so taken to the extent practicable under then existing laws and conditions with improvements of the same type on the remaining portion of the Property. Lessee shall submit to Lessor conceptual plans for the replacement improvements and shall consult with Lessor and keep Lessor informed concerning development and construction of replacement improvements; provided, however, that should the improvements taken by eminent domain result in a net loss of one-half or more of the total area of Lessee's improvements, after taking into consideration such improvements that could be reasonably constructed on the remaining portion of the Property, Lessee may terminate this Lease in the manner prescribed by Section 10.3.

10.3 Termination for Partial Taking. Lessee may terminate this Lease for the reasons stated in Section 10.2 by serving written notice of termination on Lessor within ninety (90) days after Lessee has been deprived of actual physical possession of the portion of the Property taken by eminent domain. This Lease shall terminate as of 12:01 A.M. of the first day of the calendar month following the calendar month in which the notice of termination described in this Section is served on Lessor. On termination of this Lease pursuant to this Section, however, both Lessor and Lessee shall be released from all future obligations under this Lease except those specified in Sections 10.4 and 10.5.

10.4 Condemnation Award. Any compensation or damages awarded or payable because of the taking of all or any portion of the Property by eminent domain shall be allocated between Lessor and Lessee as follows:

(a) All compensation or damages awarded or payable for the taking by eminent domain of any land that is part of the Property shall be paid to and be the sole property of Lessor free and clear of any claim of Lessee or any person claiming rights to the Property through or under Lessee.

(b) All compensation or damages awarded or payable for the taking by eminent domain of any improvements located on the Property where only a portion of the Property is taken by eminent domain and Lessee is not entitled to or does not terminate this Lease, shall be applied in the manner specified in Section 10.2 toward the replacement of such improvements with equivalent new improvements on the remaining portions of the Property.

(c) All compensation or damages awarded or payable for the taking by eminent domain of any improvements located on the Property where this Lease is terminated because of such taking, whether all or only a portion of the Property is taken, shall be allocated between Lessee and Lessor such that the portion of the compensation or damages awarded or payable for the taking of improvements not in existence on the date of this Lease shall belong to and be the sole property of Lessee.

10.5 Allocation of Award Between Land and Improvements. For purposes of this Section any compensation or damages awarded or payable because of the taking by eminent domain of all or any portion of the Property shall be allocated between the land and any improvements so taken in accordance with any allocation made by the court in any eminent domain proceeding. If the court does not make any such allocation, or if Lessor should voluntarily convey title to all or a portion of the Property pursuant to Section 10.6, then that portion of any compensation or damages awarded which is equal to the then fair market value of any land within the Property that is taken by eminent domain (the "Land Value") shall be deemed compensation or damages awarded for the taking of such land, and the remainder of any compensation or damages awarded shall be deemed to be compensation or damages awarded for the taking of any improvements constructed or located on the Property taken by eminent domain. The Land Value shall be determined as though the Property were not subject to this Lease or any other lease or encumbrance and shall be established as follows:

(a) Lessor and Lessee shall attempt in good faith to agree on the Land Value. If Lessor and Lessee do not agree on the Land Value within ten business days after such taking, the Land Value shall be determined by appraisal in accordance with paragraphs (b) through (e) below.

(b) Within ten (10) business days after any taking, each party hereto shall deliver to the other a written notice appointing as such party's appraiser a disinterested person with at least 10 years' experience as a real estate appraiser, who shall be a member of a recognized society of real estate appraisers and shall have had experience in appraising industrial properties in Los Angeles County, California and its environs.

(c) Within ten (10) business days after the appointment of the second of the two appraisers, the two appraisers shall jointly appoint a third appraiser whose qualifications meet the standards set forth above.

(d) Within thirty (30) days after the appointment of the second appraiser, the first two appraisers shall make their respective determinations of the Land Value and shall submit their appraisal reports to Lessor and Lessee.

(e) The Land Value shall be conclusively deemed to the arithmetic average of the two fair market values shown in the appraisal reports submitted by the first two appraisers; provided, however, that if within thirty (30) days after the appointment of the second appraiser only one appraisal report shall have been submitted, the Land Value shall be conclusively deemed to the fair market value shown in such appraisal report; and provided further that if two appraisal reports are submitted within thirty (30) days after the appointment of the second appraiser and if the difference between the two appraised values is greater than 10% of the higher appraised value, then upon the written request of either Lessor or Lessee made within five business days after the submission of the second appraisal report, the third appraiser shall be instructed to select as the Land Value one of the appraised values determined by the first two appraisers. The value so selected shall be conclusively deemed to be the Land Value.

10.6 Voluntary Conveyance in Lieu of Eminent Domain. Lessor reserves the right in its sole discretion to voluntarily convey title to all or a portion of the Property to a public or quasi-public agency or entity in lieu of and under threat by such agency or entity to take the same by eminent domain proceedings, provided that Lessor shall give Lessee prior notice of intent or willingness to voluntarily convey title. Such voluntary conveyance by Lessor of title to all or a portion of the Property to a public or quasi-public agency or entity in lieu of and under threat by such agency or entity to take the same by eminent domain proceedings shall be considered a taking of title to all or such portion of the Property under the power of eminent domain subject to the provisions of this Section 10, and Lessee shall be entitled to compensation for the fair market of its improvements to the Property in accordance with Section 10.2(c), above.

11. Assignment and Subletting.

11.1 Lessor's Consent Required. Lessee shall not voluntarily or by operation of law assign, encumber or otherwise transfer any right or interest in this Lease or the Property, or permit all or any portion of the Property to be occupied by anyone other than Lessee, or sublet all or any part of the Property, or enter into any material amendment of a sublease without the express prior written consent of Lessor, which shall not be unreasonably withheld, conditioned or delayed. No assignment of this Lease shall be effective unless and until the proposed assignee shall have executed and delivered to Lessor a written agreement in form and content satisfactory to Lessor pursuant to which the proposed assignee shall assume and agree to perform when due all of Lessee's obligations under this Lease.

12. Default and Remedies.

12.1 Events of Default. Any of the following events shall constitute an "Event of Default" under this Lease:

(a) Lessee fails to make any payment of money called for by any provision of this Lease (whether to Lessor or any third party) within ten (10) business days after delivery of written notice by Lessor that the payment is past due; or

(b) Lessee fails to perform fully and when due any of its other covenants, conditions or obligations under this Lease and after written notice from Lessor specifying the nature of such failure of Lessee, Lessee: (i) does not promptly commence taking all necessary and appropriate actions to remedy such failure, or (ii) does not thereafter diligently and continuously pursue all such remedial actions, or (iii) does not fully cure such failure within the minimum period of time reasonably required under the circumstances to achieve a cure, but in any event within ninety (90) days after Lessor's written notice of such failure, time being strictly of the essence; provided, however, that Lessee shall not be entitled to cure the breach of any covenant that is "non-curable"; or

(c) Any voluntary or involuntary assignment, transfer, encumbrance or subletting of this Lease occurs in violation of Section 11; or

(d) Lessee fails or has failed to disclose any material fact which may tend to adversely affect, or which may have tended to adversely affect, Lessor's decision to enter into this Lease; or

(e) Lessee makes a general assignment for the benefit of creditors or a voluntary or involuntary petition is filed by or against Lessee under any law for the purpose of adjudicating Lessee a bankrupt, or for extending time for payment, adjustment or satisfaction of Lessee's liabilities, or for reorganization, dissolution or arrangement on account of or to prevent bankruptcy or insolvency, unless such assignment or proceeding, and all consequent orders, adjudications, custodies and supervisions are dismissed, vacated or otherwise permanently stayed or terminated within sixty (60) days after such assignment, filing or other initial event.

12.2 Remedies. Upon the occurrence of any Event of Default, and without the giving of any additional notice not otherwise required hereunder or by law, Lessor may exercise the following rights and remedies in addition to all other rights and remedies provided by law or equity, either cumulatively or in the alternative:

(a) Terminate Lessee's right to possession of the Property by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the Property to Lessor. In such event Lessor shall be entitled to recover from Lessee any amounts necessary to compensate Lessor for all the detriment approximately caused by Lessee's failure to perform its obligations under

this Lease or which in the ordinary course of things would be likely to result therefrom, including the cost of recovering possession of the Property.

(b) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the State of California. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the Term or by reason of Lessee's occupancy of the Property.

12.3 Lessor's Performance of Lessee's Obligations. If Lessee fails to perform any affirmative duty or obligation under this Lease within five (5) business days after written notice (or in case of an emergency, without notice), the Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including the obtaining of reasonably required bonds, insurance policies, or governmental permits, licenses and approvals. The costs and expenses of any such performance by Lessor shall be due and payable by Lessee upon Lessor's written demand. If any check given to Lessor by Lessee shall not be honored by the bank upon which it is drawn, Lessor, at its option, may require that all future payments by Lessee to Lessor be made by bank cashier's check.

12.4 Remedies Cumulative. The remedies given to Lessor in this Section shall not be exclusive but shall be cumulative with and in addition to all remedies now or hereafter allowed by law and elsewhere provided in this Lease.

12.5 Waiver of Breach. The waiver by Lessor of any breach of Lessee of any of the provisions of this Lease shall not constitute a continuing waiver or a waiver of any subsequent breach by Lessee either of the same or a different provision of this Lease. No waiver, benefit, privilege or service voluntarily given or performed by either party shall give the other any contractual right by custom, estoppel or otherwise.

12.6 Breach by Lessor. Lessor shall be deemed in breach of this Lease if Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor hereunder. For purposes of this Section 12.6, a reasonable time shall in no event be less than twenty-one (21) days after receipt by Lessor of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than twenty-one (21) days after such notice are reasonably required for its performance, then Lessor shall not be in breach of this Lease if performance is commenced within such twenty-one (21) day period and thereafter diligently pursued to completion.

13. Miscellaneous.

13.1 Lessee's Duty to Surrender Property. At the expiration or any earlier termination of the Term, Lessee shall surrender to Lessor the possession of the Property and all improvements and fixtures installed or constructed by or for Lessee thereon free and clear of all claims to or against them by Lessee or any third person or party. Lessee shall leave the surrendered property in good, safe and broom-clean condition. All property that Lessee is required to surrender shall become Lessor's property at termination of this Lease, or, if Lessor so elects and upon written

notice to Lessee, shall be demolished and removed by Lessee at Lessee's sole expense, and all property that Lessee is not required to surrender but that Lessee does not remove shall become Lessor's property at termination of this Lease, or, if Lessor so elects and upon written notice to Lessee, shall be demolished and removed by Lessee at Lessee's sole expense.

13.2 Holding Over. This Lease shall terminate without further notice at the expiration of the Term. Notwithstanding Lessor's acceptance of Rent after expiration or any earlier termination of the Term, any holding over by Lessee shall not constitute a renewal or extension of the Term or give Lessee any rights in or to the Property. In the event that Lessee holds over, then the Base Rent shall be increased to the then current fair market value rent for the Property, as determined through the written opinion of a licensed real estate broker with at least ten (10) years' experience in the leasing of commercial properties in the vicinity of the Property.

13.3 Survival. Each obligation of Lessee's obligations under this Lease that, by its nature, is to be, or may need to be, performed after the expiration or any earlier termination of this Lease shall survive such expiration or termination. Without limiting the generality of the preceding sentence, Lessee's indemnification obligations under Section 6.2 shall survive the expiration or termination of this Lease.

13.4 Force Majeure Delays. Except as otherwise expressly provided in this Lease, should the performance of any act required by this Lease to be performed by either Lessor or Lessee be prevented or delayed by reason of any act of God, strike, war, lockout, labor trouble, delays in receiving approvals from any governmental regulatory agency not resulting from the acts or omissions of either Lessor or Lessee, or inability to secure materials (but not by reason of delay in the issuance of any required governmental permit, license or approval), the time for performance of the act will be extended for a period equivalent to the period of delay and performance of the act during the period of delay will be excused; provided, however, that any such extension of the time for performance shall not affect the commencement or expiration of the Term or any Extension Period or the date by which any option to extend the Term must be exercised in accordance with Section 2.2.

13.5 Attorneys' Fees. In the event either party brings a suit, action or other proceeding against the other party that in any way relates to or arises out of this Lease, the prevailing party (meaning the party that obtains substantially the relief sought by it) shall be entitled to have and recover from the other party all costs and expenses of the suit, action or proceeding, including attorneys' fees, from the commencement of the suit, action or proceeding through the entry of judgment.

13.6 Discrimination. Lessee, its employees and agents, shall not discriminate against any person because of race, age, religion, color, ancestry, sex, physical handicap or disability, marital status, sexual orientation or national origin, nor shall Lessee, its employees or agents, publicize the availability of work, contracts, accommodations or facilities in any manner that would directly or impliedly reflect upon or question that acceptability of any person because of race, religion, color, ancestry, sex, physical handicap or disability, marital status, sexual orientation or national origin.

13.7 Subordination; Attornment; Non-Disturbance.

(a) Subordination. This Lease shall be subject and subordinate to any deed of trust or other hypothecation or security device (collectively, "Security Device"), now or hereafter placed by Lessor upon the Property, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices shall have no liability or obligation to perform any of the obligations of Lessor under this Lease.

(b) Attornment. Subject to the non-disturbance provisions of paragraph (c) below, Lessee agrees to attorn to any lender or any other party who acquires ownership of the Property by reason of a foreclosure of a Security Device, and in the event of such foreclosure, such new owner shall not (i) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership, (ii) be subject to any offsets or defenses that Lessee might have against any prior lessor, or (iii) be bound by any prepayment of more than one calendar quarter's Base Rent.

(c) Non-Disturbance. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "Non-Disturbance Agreement") from the lender to the effect that Lessee's possession of the Property shall not be disturbed so long as Lessee is not in default hereunder and attorns to the record owner of the Property.

(d) Self-Executing. The agreements contained in this Section 13.7 shall be effective without the execution of any further documents; provided, however, that, upon the written request of Lessor or any lender in connection with a sale, financing or refinancing of the Property, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document the subordination, attornment and Non-Disturbance Agreement provided for herein.

13.8 Authority. Each individual executing this Lease on behalf of Lessor or Lessee represents and warrants that he or she is duly authorized to execute and deliver this Lease on such party's behalf. Each party shall, within thirty (30) days after written request, deliver to the other party satisfactory evidence of such authority.

13.9 Jurisdiction and Governing Law. Any action brought by Lessor against Lessee in connection with this Lease or any matter that in any way relates to the transactions contemplated by this Lease shall be brought by Lessor in any court in Los Angeles County or in any other court of competent jurisdiction, wherever located, having personal jurisdiction over Lessee. All matters that in any way relate to the transactions contemplated by this Lease shall be governed by the laws of the State of California.

13.10 Quiet Enjoyment. Lessee shall and may peacefully and quietly have, hold and enjoy the Property hereby demised, for the Term, on the terms and subject to the conditions

contained in this Lease. Lessor warrants and represents that it is the sole and lawful owner of the Property in fee simple, that the Property are free and clear of all liens and encumbrances (except as specifically disclosed to Lessee in writing by Lessor), and that Lessor has the right to enter into this Lease.

13.11 Notices. All notices required or permitted by this Lease shall be in writing and may be delivered by overnight courier or may be sent by certified mail, with postage prepaid, and shall be deemed sufficiently given if served in a manner specified in this Section. Until changed by a notice given in accordance with the provisions of this Section, the respective addresses of Lessor and Lessee for the purpose of receiving notices required or permitted by this Lease are as follows:

Lessor:

City of Santa Fe Springs
Attn: City Manager
11710 Telegraph Road
Santa Fe Springs, CA 90670

Lessee:

City of Norwalk
Attn: City Manager
12700 Norwalk Boulevard
Norwalk, CA 90650

Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. Notices delivered by overnight courier that guarantee next day delivery shall be deemed given on the next business day after delivery of the same to the courier. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

13.12 Successors and Assigns. This Lease shall be binding on and enforceable by, and shall inure to the benefit of, Lessor and Lessee and their respective successors, and assigns, subject to the provisions of Section 11.

13.13 Time of Essence. Time is expressly declared to be the essence of this Lease.

13.14 Memorandum of Lease. Lessor and Lessee shall execute and acknowledge a memorandum of this Lease in the form of Exhibit "D", and shall record it in the Official Records of Los Angeles County.

13.15 Counterparts. This Lease may be executed in counterparts, all of which together shall constitute one and the same document.

13.16 Partial Invalidity. Should any provision of this Lease be held by a court of competent jurisdiction to be either invalid, void, or unenforceable, the remaining provisions of this Lease shall remain in full force and effect unimpaired by the holding.

13.17 Entire Agreement. This instrument constitutes the sole and only agreement between Lessor and Lessee respecting the Property, the leasing of the Property to Lessee, the performance of the Work, and the other subject matter of this Lease, and correctly sets forth the obligations of Lessor and Lessee to each other as of its date. Any agreements or representations respecting the Property, their leasing to Lessee by Lessor, or any other matter discussed in this Lease not expressly set forth in this instrument are hereby superseded and are null and void.

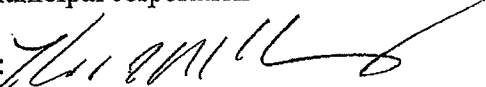
13.18 Amendments. This Lease may be modified only by a written instrument signed by the parties in interest at the time of the modification.

13.19 Construction of Lease. This Lease shall be construed fairly as to all parties and not in favor of or against any party, regardless of which party prepared this Lease. Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. The captions of the sections and paragraphs of this Lease are for convenience only and do not define or limit any terms or provisions. Unless otherwise specifically provided, references in this Lease to sections, paragraphs and exhibits shall be to sections, paragraphs and exhibits of or to this Lease. All exhibits hereto are incorporated herein by the references thereto in this Lease. The use in this Lease of the word "include" or any derivative thereof shall be construed as providing examples or illustration only and shall not limited the generality of any provision in which it is used. As used in this Lease, the term "business day" means any day on which commercial banks are open for business in the State of California, and the term "day" means a calendar day when not expressly stated to be a business day. If any period or deadline specified in this Lease ends or falls on a day that is not a business day, such period or deadline shall be extended to end or fall on the next succeeding business day. Wherever used in this Lease, the symbol "\$" refers to dollars in currency of the United States of America

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the date first above written.

LESSOR:

CITY OF SANTA FE SPRINGS,
a municipal corporation

By: 

Print Name: Thaddeus McCormack

Title: City Manager

LESSEE:


CITY OF NORWALK,
a municipal corporation

By: 


Print Name: Michael J. Egan

Title: City Manager

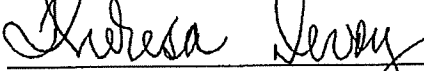
ATTEST:


Janet Martinez, City Clerk


APPROVED AS TO FORM:


Steve Skolnik, City Attorney

ATTEST:



Theresa Devoy, CMC, City Clerk

APPROVED AS TO FORM:


James D. Ciampa, Special Counsel

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



Notary Public



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Los Angeles)

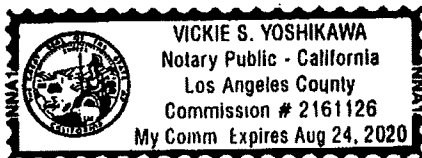
On February 17, 2017 before me, Vickie S. Yoshikawa, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Michael J. Egan
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Vickie S. Yoshikawa
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Ground Lease Document Date: December 22, 2016
Number of Pages: 33 Signer(s) Other Than Named Above: Thaddeus McCormack

Capacity(ies) Claimed by Signer(s)

Signer's Name: Michael J. Egan
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☒ Other: City Manager
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

EXHIBIT "A"

DESCRIPTION OF PROPERTY

That portion of the land conveyed to Kalico, Inc., by Deed recorded September 25, 1956, as Instrument No. 2283, in Book 52394, Pages 406 and 407 of Official Records, being a portion of the Rancho Los Coyotes, in the City of Santa Fe Springs, County of Los Angeles, State of California, as shown upon a copy of map made by Charles T. Healey, recorded in Book 41819, page 142 et seq. of Official Records, in the Office of the County Recorder of said County described as follows:

Beginning at a point in the compromise line between the Rancho Santa Gertrudes, and the Rancho Los Coyotes, (being the northerly line of said land) that is distant south $74^{\circ}50'15''$ west 1022.24 feet thereon from the southwest corner of the land described in the Deed to Marius Meyer, recorded in Book 90, Page 66 of Deeds, records of said County; thence south $0^{\circ}13'16''$ west 311.90 feet; thence south $27^{\circ}39'07''$ west 138.67 feet to a point in the northeasterly line of the land described in the Deed to the California Central Railway Co., recorded on May 28, 1888, in Book 448, Page 17 of said Deeds, being a curve concave northeasterly and having a radius of 3224.17 feet; thence northwesterly along said curve 427.62 feet to the above-referenced compromise line; thence thereon north $74^{\circ}50'15''$ east 320.59 feet to the point of beginning.

APN: 8045-001-906

EXHIBIT "B"

PERMITTED HAZARDOUS MATERIALS

1. Hazardous materials normally and customarily used in the development, construction and operation of structures that are used, stored, transported and disposed of in accordance with all applicable laws.
2. Minor quantities of hazardous materials normally and customarily used in connection with the operation of a public transportation vehicle storage yard, including related maintenance and repair of public transportation vehicles that are used, stored, transported and disposed of in accordance with all applicable laws.

EXHIBIT "C"

DESCRIPTION OF THE WORK

The Norwalk Transportation Auxiliary Municipal Lot will provide space to store transit buses and miscellaneous equipment. The construction will include constructing a perimeter retaining wall, placing 1 ½ inch rock material to stabilize the ground and provide wicking of the methane gas, porous asphalt concrete, wrought iron fencing, monitoring wells, and lot lighting.

EXHIBIT "D"

FORM OF MEMORANDUM OF GROUND LEASE



City of Santa Fe Springs

City Council Meeting

ITEM NO. 12

August 13, 2020

NEW BUSINESS

Approval of Personnel Modifications

RECOMMENDATION(S)

- Approve the classification specification changes for the following positions: Deputy Fire Marshal, Environmental Protection/Fire Prevention Bureau Specialist, Fire Environmental Safety Inspector-II, Fire and Environmental Safety Inspector-I
- Upon the current employee's retirement, eliminate the Director of Environmental Protection position for the Department of Fire-Rescue.
- Replace the eliminated Director of Environmental Protection position with the new position of a Battalion Chief for administration.
- Approve the Title change from Deputy Director of Environmental Protection Services to Environmental Programs Manager with specification changes for that position.

BACKGROUND

Classification Specification Changes

Staff is requesting that the City Council approve updates to the current existing classifications to more accurately reflect the current job duties, responsibilities, and qualifications for each position. These qualifications were last updated in 2016. Due to pending vacancies due to retirements, and a structural change for the Department of Fire-Rescue in the Environmental and Fire Prevention Division, a review of minimum requirements of these positions was performed by Department Staff (both Fire-Rescue and Human Resources) and changes were requested to update the specifications before recruiting and filling these positions.

These classification specifications have been given an appropriate review by the Santa Fe Springs Firefighters Association (Local 3507) with no substantive changes. There is no change in salary proposed for these positions.

The most notable changes proposed are:

Deputy Fire Marshal

- Change from Hazardous Materials Specialist requirement to First Responder Operations (FRO) level certification, Hazardous Materials Technician, or higher preferred.

Environmental Protection/Fire Prevention Bureau Specialist

- Change from Hazardous Materials Specialist requirement to First Responder Operations (FRO) level certification, Hazardous Materials Technician, or higher preferred.

Fire Environmental Safety Inspector-II

- Change from Hazardous Materials Specialist requirement to First Responder Operations (FRO) level certification, Hazardous Materials Technician or higher preferred.
- Change requirement for International Code Council (ICC) Certification as an Underground Storage Tank Inspector to preferred.
- Elimination of the AA degree requirement for the position, but continuing the requirement for 30 semester units in an Environmental related field.
- Added State Fire Inspector-II certification or higher is preferred.

Fire Environmental Safety Inspector-I

- Removal of one-year previous experience. This is an entry-level position and internal training is provided.
- Change from Hazardous Materials Technician within one year of employment requirement to First Responder Operations (FRO) level certification, Hazardous Materials Technician, or higher preferred.
- Elimination of the AA degree requirement for the position, but continuing the requirement for 30 semester units in an Environmental related field.
- Change from the requirement for certification as a Fire Inspector I (FES Inspector I position) to obtain certification within two years.

Position Title Change, Fire Environmental, and Fire Prevention

In 2016 the Fire Environmental Division (EPD) and Fire Prevention Bureau (FPB) were re-organized into a hybrid division, informally called the Fire & Environmental Protection Bureau or FEPB, where both environmental responsibilities and fire prevention responsibilities are shared. This change increased inspection efficiency and reestablished some of the management structure lost due to the Great Recession. The Fire Chief, with staff, is recommending another structural change to address staffing changes as the result of three upcoming FEPB retirements and the loss of a grant-funded position used in part to provide administrative support for the Fire Chief. The organization charts of the current staffing model and proposed staffing model are included as attachments.


The Director of Environmental, upon his retirement in December, will be replaced by an administrative Battalion Chief (BC), who will be on a staff assignment (9/80 schedule) and have managerial and administrative responsibilities for both the Fire Environmental Division and the Fire Prevention Bureau. The administrative BC will also assist the Fire Chief with overall department administrative responsibilities. These responsibilities will include areas of operations, budget, administration, and support to both the Fire Chief and Suppression.

All Fire-Rescue Battalion Chiefs currently have an Environmental Management Certificate and also many years of experience in Fire Prevention, and with transition management, will become proficient in these higher-level areas of environmental and prevention programs.

The newly titled Environmental Programs Manager will have the same responsibilities as the former Deputy Director of Environmental position. In addition, the Environmental Programs Manager will manage the Department's Certified Unified Program Agency (CUPA) and all other environmental programs overseen by the Fire Department.

FINANCIAL IMPACT

Overall, a reduction in annual costs is anticipated due to savings in the retirement benefit costs for these positions. All new hires into the Environmental and Fire Prevention divisions will have the Miscellaneous retirement benefit formula, reducing retirement costs and obligations for the City over time. The title change for the Deputy Director of Environmental Protection Services to Environmental Programs Manager is cost neutral as the salary range is not being modified. Both the current Director of Environmental Protection and proposed administrative BC positions receive the Safety retirement benefit formula and share the same salary range.

 ^{P.C.}
Raymond R. Cruz
City Manager

Attachments:

1. Job description/specification (including markup version) – Deputy Fire Marshal
2. Job description/specification (including markup version) – Environmental Programs Manager
3. Job description/specification (including markup version) – Environmental Protection/Fire Prevention Bureau Specialist
4. Job description/specification (including markup version) - Fire Environmental Safety Inspector-I & II
5. Current Organization Chart – Fire Prevention, Environmental, and Administration
6. Proposed Organization Chart – Fire Prevention, Environmental, and Administration

ATTACHMENT NO. 1

**CITY OF SANTA FE SPRINGS
DEPUTY FIRE MARSHAL**

Bargaining Unit: SFSFA

Job Code: 12100

FLSA Status: Non-Exempt

Date Prepared: 8/13/2020

***Disclaimer:** Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.*

POSITION PURPOSE:

Under general direction, plans, organizes, coordinates, and directs the activities of the Fire Prevention Bureau; coordinates activities with the Environmental Programs Manager and other divisions, departments, outside agencies and the public; provides staff assistance to the Fire Chief.

SUPERVISION RECEIVED:

Receives direction from the Administrative Battalion Chief.

SUPERVISION EXERCISED:

Exercises direct supervision over technical staff.

EXAMPLES OF DUTIES AND RESPONSIBILITIES:

A. Held in Common:

1. Supports the Mission of the City and its Elected and Appointed Officials.
Exhibits loyalty to the City and its representatives.
2. Provides courteous and timely service to the public as the ultimate employer.
3. Works cooperatively with other City employees.
4. Exhibits integrity and displays ethical behavior.

B. Essential Job Specific Duties:

1. Reviews construction plans to ensure compliance with California Fire Code provisions, National Fire Protection Associations standards, City Code requirements and other relevant standards.
2. Performs technical and complex fire and life safety inspections of industrial, residential, educational, licensed health care facilities, and other facilities.

3. Department lead on oil well abandonment requirements, methane monitoring and methane mitigation systems.
4. Inspects fire protection and detection systems at job sites to evaluate discrepancies among plans, specifications, and work completed.
5. Responds to complaint investigations and makes appropriate decisions to mitigate the incident.
6. Assist emergency responders during emergency situations on weekends and after normal work hours.

C. Other Job Specific Duties

1. Reviews plans for fire protection systems, flammable, and hazardous materials storage tanks and processes.
2. Issues violation notices, documents inspections, records fire flow.
3. Researches, interprets, explains, and applies requirements and restrictions relative to fire and life safety codes, ordinances, regulations, policies, and procedures.
4. Acts as liaison with water, city, county, and fire agencies regarding life safety and water supply issues.
5. Manages special projects.
6. Attends City Council, Commission, and various committee meetings to present written and oral reports and answer questions.
7. Establishes and maintains cooperative and professional working relationships with staff, the public, and other agencies.
8. Interprets policies and regulations and recommends changes and revisions to codes and ordinances.
9. Supervises, trains, and evaluates employees in conjunction with the Administrative Battalion Chief.
10. Develops and administers fire prevention budget in conjunction with the Administrative Battalion Chief.
11. Performs related duties as required.

REPRESENTATIVE COMPETENCIES AND QUALIFICATIONS:

The requirements listed below are representative of the knowledge, skill and ability required to satisfactorily perform the jobs essential duties and responsibilities.

Knowledge of:

Fire and life safety codes, ordinances, regulations, policies, and procedures.
National fire protection standards.
Fire protection and detection systems, strategies, and procedures.
Fire protection engineering fundamentals.
Construction techniques and industrial standards.
Principles of supervision, training, and performance evaluation.
Federal, state, and local laws, codes, and regulations.
Principles of budget preparation.
Modern office procedures and equipment including computers.
Word processing and other related software applications.

Ability to:

Perform fire and life safety inspections of facilities.
Analyze and review plans for fire protection and detection and life safety systems.
Interpret and explain policies, procedures, rules, and regulations.
Analyze problems; identify alternative solutions and consequences of proposed actions.
Develop and administer a budget.
Prepare reports; maintain records.
Supervise, train, and evaluate assigned staff.
Make effective public presentations.
Communicate effectively verbally and in writing.
Work with accuracy and attention to detail.
Operate and use modern office equipment.
Effectively organize and prioritize assigned work.
Establish and maintain effective working relationships with other people.

EDUCATION AND EXPERIENCE:

The following requirements generally demonstrate possession of the minimum requisite knowledge and ability necessary to perform the duties of the position. A typical way to obtain these would be:

Education

- Bachelor's degree of Science with major course work in fire science, engineering, or a related field preferred; a graduate level degree in public/business administration preferred.

Experience

- Three (3) years of experience in a fire agency, including development and plan review, code enforcement involving fire and building code application and public contact

- Two (2) years of supervisory or management level experience. Municipal experience highly preferred.

Certification & License

- A valid State of California Driver's License and an acceptable driving record.
- Certificate of training to First Responder Operations (FRO) level OSHA training within one (1) year of appointment; Hazardous Materials Technician level certification or higher preferred.
- P.C. 832 Peace Officer's Standards and Training (P.O.S.T.) certificate preferred.
- Fire Inspector and/or Fire Marshal certificate preferred.

WORKING CONDITIONS:

The work environment characteristics described are representative of those an employee encounters in performing the essential functions of this job.

- *Work is primarily performed indoors.*
- *Noise level is quiet to moderate.*
- *Utilizes hand tools.*
- *Occasionally works around machinery having moving parts.*
- *Occasional exposure to chemicals, fumes, gases, and odors.*

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable employees with disabilities to perform the essential duties.

- *Sit for extended periods of time.*
- *Stand, sit, walk, and bend.*
- *Push, pull, and reach overhead and above shoulders.*
- *Hear and speak both in person and on the telephone.*
- *Use hands and fingers to operate office equipment.*
- *See well enough to read documents and operate office equipment.*
- *Lift and move up to 25 pounds.*

**CITY OF SANTA FE SPRINGS
DEPUTY FIRE MARSHAL**

Bargaining Unit: SFSFA

Job Code: 12100

FLSA Status: Non-Exempt

Date Prepared: 8/13/2020

Disclaimer: Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.

Deleted: 3/1/2019

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POSITION PURPOSE:

Under general direction, plans, organizes, coordinates, and directs the activities of the Fire Prevention Bureau; coordinates activities with the Environmental Programs Manager and other divisions, departments, outside agencies and the public; provides staff assistance to the Fire Chief.

Deleted: Deputy Director of Environmental Protection Division

Commented [TMH1]: Deputy Director of EPD title will be changed to Environmental Programs Manager as part of department reorganization of 2020.

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SUPERVISION RECEIVED:

Receives direction from the Administrative Battalion Chief.

Commented [TMH2]: Director position will be eliminated upon my retirement. Administrative BC will oversee both EPD and FPB.

Deleted: Director of Environmental Protection & Fire Prevention

SUPERVISION EXERCISED:

Exercises direct supervision over technical staff.

EXAMPLES OF DUTIES AND RESPONSIBILITIES:

A. Held in Common:

1. Supports the Mission of the City and its Elected and Appointed Officials. Exhibits loyalty to the City and its representatives.
2. Provides courteous and timely service to the public as the ultimate employer.
3. Works cooperatively with other City employees.
4. Exhibits integrity and displays ethical behavior.

B. Essential Job Specific Duties:

1. Reviews construction plans to ensure compliance with California Fire Code provisions, National Fire Protection Associations standards, City Code requirements and other relevant standards.
2. Performs technical and complex fire and life safety inspections of industrial, residential, educational, licensed health care facilities, and other facilities.

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3. Department lead on oil well abandonment requirements, methane monitoring and methane mitigation systems.

4. Inspects fire protection and detection systems at job sites to evaluate discrepancies among plans, specifications, and work completed.

5. Responds to complaint investigations and makes appropriate decisions to mitigate the incident.

6. Assist emergency responders during emergency situations on weekends and after normal work hours.

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Deleted: investigates hazardous chemical spills; identifies hazardous waste; determines probable source.

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Commented [TMH3]: Making language consistent with Inspector job description.

C. Other Job Specific Duties

1. Reviews plans for fire protection systems, flammable, and hazardous materials storage tanks and processes.

2. Issues violation notices, documents inspections, records fire flow.

3. Researches, interprets, explains, and applies requirements and restrictions relative to fire and life safety codes, ordinances, regulations, policies, and procedures.

4. Acts as liaison with water, city, county, and fire agencies regarding life safety and water supply issues.

5. Manages special projects.

6. Attends City Council, Commission, and various committee meetings to present written and oral reports and answer questions.

7. Establishes and maintains cooperative and professional working relationships with staff, the public, and other agencies.

8. Interprets policies and regulations and recommends changes and revisions to codes and ordinances.

9. Supervises, trains, and evaluates employees in conjunction with the Administrative Battalion Chief.

10. Develops and administers fire prevention budget in conjunction with the Administrative Battalion Chief.

11. Performs related duties as required.

Deleted: Responds to emergency situations and functions in an appropriate position within the Incident Command System.¶

Deleted: Director

Deleted: Director

REPRESENTATIVE COMPETENCIES AND QUALIFICATIONS:

The requirements listed below are representative of the knowledge, skill and ability required to satisfactorily perform the jobs essential duties and responsibilities.

Knowledge of:

Fire and life safety codes, ordinances, regulations, policies, and procedures.
National fire protection standards.
Fire protection and detection systems, strategies, and procedures.
Fire protection engineering fundamentals.
Construction techniques and industrial standards.
Principles of supervision, training, and performance evaluation.
Federal, state, and local laws, codes, and regulations.
Principles of budget preparation.
Modern office procedures and equipment including computers.
Word processing and other related software applications.

Ability to:

Perform fire and life safety inspections of facilities.
Analyze and review plans for fire protection and detection and life safety systems.
Interpret and explain policies, procedures, rules, and regulations.
Analyze problems; identify alternative solutions and consequences of proposed actions.
Develop and administer a budget.
Prepare reports; maintain records.
Supervise, train, and evaluate assigned staff.
Make effective public presentations.
Communicate effectively verbally and in writing.
Work with accuracy and attention to detail.
Operate and use modern office equipment.
Effectively organize and prioritize assigned work.
Establish and maintain effective working relationships with other people.

Commented [TMH4]: Suggest removing this item since the position will NOT be part of the City's Management Team.

Deleted: Work collaboratively as a member of the City's Management Team.¶

EDUCATION AND EXPERIENCE:

The following requirements generally demonstrate possession of the minimum requisite knowledge and ability necessary to perform the duties of the position. A typical way to obtain these would be:

Education

- Bachelor's degree of Science with major course work in fire science, engineering, or a related field preferred; a graduate level degree in public/business administration preferred.

Experience

- Three (3) years of experience in a fire agency, including development and plan review, code enforcement involving fire and building code application and public contact.

- Two (2) years of supervisory or management level experience. Municipal experience highly preferred.

Certification & License

- A valid State of California Driver's License and an acceptable driving record.
- Certificate of training to First Responder Operations (FRO) level OSHA training within one (1) year of appointment: Hazardous Materials Technician level certification or higher preferred.
- P.C. 832 Peace Officer's Standards and Training (P.O.S.T.) certificate preferred.
- Fire Inspector and/or Fire Marshal certificate preferred.

Deleted: Hazardous Materials Specialist Certification.

Commented [TMH5]: Amended such that position will be able to respond to complaint investigations/emergency situation, but not expected to be part of Haz Mat team.

WORKING CONDITIONS:

The work environment characteristics described are representative of those an employee encounters in performing the essential functions of this job.

- *Work is primarily performed indoors.*
- *Noise level is quiet to moderate.*
- *Utilizes hand tools.*
- *Occasionally works around machinery having moving parts.*
- *Occasional exposure to chemicals, fumes, gases, and odors.*

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable employees with disabilities to perform the essential duties.

- *Sit for extended periods of time.*
- *Stand, sit, walk, and bend.*
- *Push, pull, and reach overhead and above shoulders.*
- *Hear and speak both in person and on the telephone.*
- *Use hands and fingers to operate office equipment.*
- *See well enough to read documents and operate office equipment.*
- *Lift and move up to 25 pounds.*

ATTACHMENT NO. 2

**CITY OF SANTA FE SPRINGS
ENVIRONMENTAL PROGRAMS MANAGER**

Bargaining Unit: SFSFA

Job Code: 12200

**FLSA Status: Exempt
2020/22/20**

Date Prepared: 8-13-

***Disclaimer:** Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.*

POSITION PURPOSE:

Under general direction, manage all environmental regulatory programs administered by the Department of Fire-Rescue including the Certified Unified Program Agency (CUPA) programs, industrial waste and storm water; coordinates activities with the Deputy Fire Marshal and other divisions, departments, outside agencies and the public; provides staff assistance to the Fire Chief.

SUPERVISION RECEIVED:

Receives direction from the Administrative Battalion Chief.

EXAMPLES OF DUTIES AND RESPONSIBILITIES:

A. Held in Common:

1. Supports the Mission of the City and its Elected and Appointed Officials. Exhibits loyalty to the City and its representatives.
2. Provides courteous and timely service to the public as the ultimate employer.
3. Works cooperatively with other City employees.
4. Exhibits integrity and displays ethical behavior.

B. Essential Job Specific Duties:

1. Provides responsible administrative support to the City Manager in carrying out the functions of the Department.
2. Directs all activities of the Environmental Protection Division (EPD) for the City, including the enforcement of federal, state and local laws, regulations, codes and ordinances; assigning facility inspections to staff; preparing recommendations on divisional issues to the Administrative Battalion Chief.

Environmental Programs
Manager

3. Directs the development and implementation of goals, objectives, policies, and priorities for the EPD; identifies resource needs; and assists in the development of same for the Department.
4. Develops and administers an assigned budget; forecasts additional funds needed for staffing, equipment, materials, and supplies; conducts fee analyses and provide recommendations; oversees annual permit billing; monitor fee collections and allocation of revenues; directs the monitoring of and approves expenditures; recommends adjustments as necessary.

C. Other Job Specific Duties

1. Attends conferences, schools, and professional meetings to keep abreast of new developments in public safety, fire, and environmental protection administration.
2. Represents the City in the community and at professional meetings; coordinate division activities with those of other divisions, departments, and outside agencies and organizations.
3. Responds to and resolves difficult and sensitive inquiries and complaints.
4. Prepares and presents staff reports and other necessary correspondence; prepares and maintains mandated CUPA records/reports; submits reports to the State; oversees division data and record management; ensures availability of records pursuant to the California Public Records Act.
5. Performs related duties as required.

REPRESENTATIVE COMPETENCIES AND QUALIFICATIONS:

The requirements listed below are representative of the knowledge, skill and ability required to satisfactorily perform the jobs essential duties and responsibilities.

Knowledge of:

Modern and complex principles of environmental health.

Administration and organization; principles of municipal budget analysis, preparation and control.

Program and project management.

Federal, state, and local laws, codes, and regulations.

Policies, procedures, and rules of the City and Fire – Rescue Department.

Practices and principles of conducting inspections, investigations and enforcement.

Modern office procedures and equipment including computers.

Word processing and other related software applications.

Ability to:

Interpret and explain City and departmental policies and procedures.

Research, analyze, and evaluate new program techniques, methods and procedures.

Prepare clear and concise reports.

Environmental Programs

Manager

Make effective public presentations.
Communicate effectively verbally and in writing.
Work with accuracy and attention to detail.
Operate and use modern office equipment.
Effectively organize and prioritize assigned work.
Establish and maintain effective working relationships with those contacted in the course of work including a variety of City and other government officials, community groups and the general public.

EDUCATION AND EXPERIENCE:

The following requirements generally demonstrate possession of the minimum requisite knowledge and ability necessary to perform the duties of the position. A typical way to obtain these would be:

Education

- Bachelor's degree in environmental studies, chemistry, chemical engineering or related field; a graduate level degree in public/business administration, or hazardous materials/environmental management, and/or Professional Engineer preferred.

Experience

- Three (3) years of increasingly responsible experience in environmental program management, CUPA program administration and/or hazardous materials management or equivalent, plus two (2) years of administrative and supervisory experience. Municipal experience highly preferred.

Certification & License

- A valid State of California driver's license and an acceptable driving record.
- International Code Council Certification as an Underground Storage Tank Inspector.
- Certificate of First Responder Operations (FRO) level OSHA training within one (1) year of appointment. Hazardous Materials Technician level certification or higher preferred.
- P.C. 832 Peace Officer's Standards and Training (P.O.S.T.) preferred.

WORKING CONDITIONS:

The work environment characteristics described are representative of those an employee encounters in performing the essential functions of this job.

- *Work is primarily performed indoors.*
- *Noise level is quiet to moderate.*
- *Hazards are minimal.*

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable

Environmental Programs
Manager

accommodations may be made to enable employees with disabilities to perform the essential duties.

- *Sit for extended periods of time.*
- *Stand, walk, and bend.*
- *Push, pull, and reach overhead and above shoulders.*
- *Hear and speak both in person and on the telephone.*
- *Use hands and fingers to operate office equipment.*
- *See well enough to read documents and operate office equipment.*
- *Lift and move up to 25 pounds.*

CITY OF SANTA FE SPRINGS
ENVIRONMENTAL PROGRAMS MANAGER

Bargaining Unit: SFSFA

Job Code: 12200

FLSA Status: Exempt
2020/22/20

Date Prepared: 8-13-

Disclaimer: Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.

POSITION PURPOSE:

Under general direction, manage all environmental regulatory programs administered by the Department of Fire-Rescue including the Certified Unified Program Agency (CUPA) programs, industrial waste and storm water; coordinates activities with the Deputy Fire Marshal and other divisions, departments, outside agencies and the public; provides staff assistance to the Fire Chief.

SUPERVISION RECEIVED:

Receives direction from the Administrative Battalion Chief.

EXAMPLES OF DUTIES AND RESPONSIBILITIES:

A. Held in Common:

1. Supports the Mission of the City and its Elected and Appointed Officials. Exhibits loyalty to the City and its representatives.
2. Provides courteous and timely service to the public as the ultimate employer.
3. Works cooperatively with other City employees.
4. Exhibits integrity and displays ethical behavior.

B. Essential Job Specific Duties:

1. Provides responsible administrative support to the City Manager in carrying out the functions of the Department.
2. Directs all activities of the Environmental Protection Division (EPD) for the City, including the enforcement of federal, state and local laws, regulations, codes and ordinances; assigning facility inspections to staff; preparing recommendations on divisional issues to the Administrative Battalion Chief.

Environmental Programs Manager

Commented [TMH1]: Proposed title change.

Deleted: DEPUTY DIRECTOR OF ENVIRONMENTAL PROTECTION SERVICES

Commented [TMH2]: Added and made consistent with Deputy Fire Marshal position.

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Deleted: and CUPA

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Deleted: Fire Chief

Deleted: Deputy Director of Environmental Protection Services

3. Directs the development and implementation of goals, objectives, policies, and priorities for the EPD; identifies resource needs; and assists in the development of same for the Department.
4. Develops and administers an assigned budget; forecasts additional funds needed for staffing, equipment, materials, and supplies; conducts fee analyses and provide recommendations: oversees annual permit billing; monitor fee collections and allocation of revenues; directs the monitoring of and approves expenditures; recommends adjustments as necessary.

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C. Other Job Specific Duties

1. Attends conferences, schools, and professional meetings to keep abreast of new developments in public safety, fire, and environmental protection administration.
2. Represents the City in the community and at professional meetings; coordinate division activities with those of other divisions, departments, and outside agencies and organizations.
3. Responds to and resolves difficult and sensitive inquiries and complaints.
4. Prepares and presents staff reports and other necessary correspondence; prepares and maintains mandated CUPA records/reports; submits reports to the State; oversees division data and record management; ensures availability of records pursuant to the California Public Records Act.
5. Performs related duties as required.

REPRESENTATIVE COMPETENCIES AND QUALIFICATIONS:

The requirements listed below are representative of the knowledge, skill and ability required to satisfactorily perform the jobs essential duties and responsibilities.

Knowledge of:

Modern and complex principles of environmental health.

Administration and organization; principles of municipal budget analysis, preparation and control.

Program and project management.

Federal, state, and local laws, codes, and regulations.

Policies, procedures, and rules of the City and Fire – Rescue Department.

Practices and principles of conducting inspections, investigations and enforcement.

Modern office procedures and equipment including computers.

Word processing and other related software applications.

Ability to:

Interpret and explain City and departmental policies and procedures.

Research, analyze, and evaluate new program techniques, methods and procedures.

Prepare clear and concise reports.

Make effective public presentations.

Deleted: Deputy Director of Environmental Protection Services

Environmental Programs Manager

Communicate effectively verbally and in writing.
 Work with accuracy and attention to detail.
 Operate and use modern office equipment.
 Effectively organize and prioritize assigned work.
 Establish and maintain effective working relationships with those contacted in the course of work including a variety of City and other government officials, community groups and the general public.

EDUCATION AND EXPERIENCE:

The following requirements generally demonstrate possession of the minimum requisite knowledge and ability necessary to perform the duties of the position. A typical way to obtain these would be:

Commented [TMH5]: Changing outline for consistency with Deputy Fire Marshal job specification.

Education

- Bachelor's degree in environmental studies, chemistry, chemical engineering or related field; a graduate level degree in public/business administration, or hazardous materials/environmental management, and/or Professional Engineer preferred.

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Experience

- Three (3) years of increasingly responsible experience in environmental program management, CUPA program administration and/or hazardous materials management or equivalent, plus two (2) years of administrative and supervisory experience. Municipal experience highly preferred.

Certification & License

- A valid State of California driver's license and an acceptable driving record.
- International Code Council Certification as an Underground Storage Tank Inspector.
- Certificate of First Responder Operations (FRO) level OSHA training within one (1) year of appointment. Hazardous Materials Technician level certification or higher preferred.
- P.C. 832 Peace Officer's Standards and Training (P.O.S.T.) preferred.

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Commented [TMH7]: Amended such that position will be able to respond to complaint investigations/emergency situation, but not expected to be part of Haz Mat team.

Deleted: Hazardous Materials Specialist Certification.

Deleted: <#>Certificate preferred.¶

WORKING CONDITIONS:

The work environment characteristics described are representative of those an employee encounters in performing the essential functions of this job.

- Work is primarily performed indoors.
- Noise level is quiet to moderate.
- Hazards are minimal.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable employees with disabilities to perform the essential duties.

Deleted: Deputy Director of Environmental Protection Services

Environmental Programs Manager

- *Sit for extended periods of time.*
- *Stand, walk, and bend.*
- *Push, pull, and reach overhead and above shoulders.*
- *Hear and speak both in person and on the telephone.*
- *Use hands and fingers to operate office equipment.*
- *See well enough to read documents and operate office equipment.*
- *Lift and move up to 25 pounds.*

ATTACHMENT NO. 3

**CITY OF SANTA FE SPRINGS
ENVIRONMENTAL PROTECTION/FIRE PREVENTION SPECIALIST**

Bargaining Unit: SFSFA

Job Code: 13110

FLSA Status: Non-Exempt

Date Prepared: 8/13/2020

Disclaimer: *Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.*

POSITION PURPOSE:

Under general supervision, implantation of laws, regulations and codes pertaining to programs overseen by the Environmental Protection Division (EPD) and/or the Fire Prevention Bureau (FPB); investigates and responds to hazardous materials incidents; provides technical guidance and support to fire suppression personnel; provide unique expertise on one or more California Environmental Protection Agency (CalEPA) designated Unified Programs and/or conducts plan and permit reviews for fire code and standards compliance; provides education to the business and residential community regarding environmental laws and protection of the environment.

SUPERVISION RECEIVED:

Receives general supervision from the Environmental Programs Manager and/or the Deputy Fire Marshal.

SUPERVISION EXERCISED:

None.

EXAMPLES OF DUTIES AND RESPONSIBILITIES:

A. Held in Common:

1. Supports the Mission of the City and its Elected and Appointed Officials.
Exhibits loyalty to the City and its representatives.
2. Provides courteous and timely service to the public as the ultimate employer.
3. Works cooperatively with other City employees.
4. Exhibits integrity and displays ethical behavior.

B. Essential Job Specific Duties:

1. Determines if new and existing facilities are subject to EPD and/or FPB regulations; inspects facilities to determine compliance with permits/standards administered by the EPD and/or FPB.
2. Reviews plans for compliance; conducts plan check reviews for underground storage tank systems, industrial wastewater pretreatment units and fire protection system among others. Inspects new fire protection system installations, repairs, and modifications.
3. Oversees testing and monitoring of underground storage tanks to ensure compliance with state laws; issues operating permits.
4. Conducts environmental surveys, field inspections, monitoring programs, and data collection; collects samples and specimens for laboratory analysis; interprets laboratory findings.
5. Responds to and investigates complaints related to improper handling and disposal of hazardous and industrial grade materials; makes appropriate decisions on mitigating the incident.
6. Assist emergency responders during emergency situations on weekends and after normal work hours.

C. Other Job Specific Duties

1. Reviews business size and setting; determines minimum adequacy requirements; adopts standards for business plans; defines reporting requirements for the release of hazardous materials.
2. Prepares reports based on field notes; issues field orders, citations, and violation notices; Gathers evidence of violations and non-compliance.
3. Enforces filing requirements for disclosure of hazardous materials inventory and emergency response plan, permit applications, financial responsibility and financial assurance, notifications, forms, and other required documents.
4. Prepares and delivers presentations to the public, business groups, students, administrators, educational institutions, and non-profit organizations.
5. Meets with industry representatives and governmental agencies regarding work related topics such as requirements, pollution prevention and compliance issues.
- 6.
7. Performs joint or combined inspections with federal, state, and local agencies.

8. Performs related duties as required.

REPRESENTATIVE COMPETENCIES AND QUALIFICATIONS:

The requirements listed below are representative of the knowledge, skill and ability required to satisfactorily perform the jobs essential duties and responsibilities.

Knowledge of:

CalEPA Unified Programs as defined in Title 27 of the California Code of Regulations.
California Fire Code
National Fire Protection Association standards
Administration and organization; principles of municipal budget analysis, preparation and control.
Program and project management.
Federal, state, and local laws, codes, and regulations.
Policies, procedures, and rules of the City and the Department of Fire – Rescue.
Practices and principles of conducting inspections, investigations and enforcement.
Modern office procedures and equipment including computers.
Word processing and other related software applications.

Ability to:

Interpret and explain City and departmental policies and procedures.
Research, analyze, and evaluate new program techniques, methods and procedures.
Prepare clear and concise reports.
Make effective public presentations.
Communicate effectively verbally and in writing.
Work with accuracy and attention to detail.
Operate and use modern office equipment.
Effectively organize and prioritize assigned work.
Establish and maintain effective working relationships with those contacted in the course of work including a variety of City and other government officials, community groups and the general public.

EDUCATION AND EXPERIENCE:

The following requirements generally demonstrate possession of the minimum requisite knowledge and ability necessary to perform the duties of the position. A typical way to obtain these would be:

Education:

- Bachelor's degree in environmental studies, chemistry, chemical engineering or related field; a graduate level degree in public/business administration, or hazardous materials/environmental management, and/or Professional Engineer preferred.

Experience:

- Three (3) years of increasingly responsible experience in fire and/or environmental program management, CUPA program administration and/or hazardous materials management or equivalent. Municipal experience highly preferred.

Licenses & Certificates:

- A valid State of California driver's license and an acceptable driving record is required at time of appointment.
- Certificate of First Responder Operations (FRO) level OSHA training; Hazardous Materials Technician level certification or higher preferred
- P.C. 832 Peace Officer's Standards and Training (P.O.S.T.) Certificate.
- International Code Council Certified Underground Storage Tank inspector
- A certificate in hazardous materials/environmental management or Registered Environmental Health Specialist preferred.

WORKING CONDITIONS:

The work environment characteristics described are representative of those an employee encounters in performing the essential functions of this job.

- *Work is primarily performed indoors.*
- *Noise level is quiet to moderate.*
- *Hazards are minimal.*

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable employees with disabilities to perform the essential duties.

- *Sit for extended periods of time.*
- *Stand, walk, and bend.*
- *Push, pull, and reach overhead and above shoulders.*
- *Hear and speak both in person and on the telephone.*
- *Use hands and fingers to operate office equipment.*
- *See well enough to read documents and operate office equipment.*
- *Lift and move up to 25 pounds.*

**CITY OF SANTA FE SPRINGS
ENVIRONMENTAL PROTECTION/FIRE PREVENTION SPECIALIST**

Bargaining Unit: SFSFA

Job Code: 13110

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FLSA Status: Non-Exempt

Date Prepared: 8/13/2020

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Disclaimer: Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.

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POSITION PURPOSE:

Under general supervision, implantation of laws, regulations and codes pertaining to **programs overseen by** the Environmental Protection Division (EPD) and/or the Fire Prevention Bureau (FPB); investigates and responds to hazardous materials incidents; provides technical guidance and support to fire suppression personnel; provide unique expertise on one or more California Environmental Protection Agency (CalEPA) designated Unified Programs and/or conducts plan and permit reviews for fire code and standards compliance; provides education to the business and residential community regarding environmental laws and protection of the environment.

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SUPERVISION RECEIVED:

Receives general supervision from the **Environmental Programs Manager** and/or the Deputy Fire Marshal.

Deleted: Deputy Director of Environmental Protection

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SUPERVISION EXERCISED:

None.

EXAMPLES OF DUTIES AND RESPONSIBILITIES:

A. Held in Common:

1. Supports the Mission of the City and its Elected and Appointed Officials. Exhibits loyalty to the City and its representatives.
2. Provides courteous and timely service to the public as the ultimate employer.
3. Works cooperatively with other City employees.
4. Exhibits integrity and displays ethical behavior.

B. Essential Job Specific Duties:

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Environmental Protection/Fire Prevention Specialist **8/13/20**

1. Determines if new and existing facilities are subject to EPD and/or FPB regulations; inspects facilities to determine compliance with permits/standards administered by the EPD and/or FPB.

2. Reviews plans for compliance; conducts plan check reviews for underground storage tank systems, industrial wastewater pretreatment units and fire protection system among others. Inspects new fire protection system installations, repairs, and modifications.

3. Oversees testing and monitoring of underground storage tanks to ensure compliance with state laws; issues operating permits.

4. Conducts environmental surveys, field inspections, monitoring programs, and data collection; collects samples and specimens for laboratory analysis; interprets laboratory findings.

5. Responds to and investigates complaints related to improper handling and disposal of hazardous and industrial grade materials; makes appropriate decisions on mitigating the incident.

6. Assist emergency responders during emergency situations on weekends and after normal work hours.

C. Other Job Specific Duties

1. Reviews business size and setting; determines minimum adequacy requirements; adopts standards for business plans; defines reporting requirements for the release of hazardous materials.

2. Prepares reports based on field notes; issues field orders, citations, and violation notices; Gathers evidence of violations and non-compliance.

3. Enforces filing requirements for disclosure of hazardous materials inventory and emergency response plan, permit applications, financial responsibility and financial assurance, notifications, forms, and other required documents.

4. Prepares and delivers presentations to the public, business groups, students, administrators, educational institutions, and non-profit organizations.

5. Meets with industry representatives and governmental agencies regarding work related topics such as requirements, pollution prevention and compliance issues.

6.

7. Performs joint or combined inspections with federal, state, and local agencies.

Environmental Protection/Fire Prevention Specialist 8/13/20

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· determines probable source.¶

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Deleted: Investigates hazardous substance complaints from other agencies and the public.

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Deleted: May transport and properly store small quantities of hazardous waste materials and recyclable wastes; may assist suppression personnel in respond to a hazardous material incident.

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8. Performs related duties as required.

REPRESENTATIVE COMPETENCIES AND QUALIFICATIONS:

The requirements listed below are representative of the knowledge, skill and ability required to satisfactorily perform the jobs essential duties and responsibilities.

Knowledge of:

CalEPA Unified Code of Regulations.
California Fire Code
National Fire Protection Association standards
Administration and organization; principles of municipal budget analysis, preparation and control.
Program and project management.
Federal, state, and local laws, codes, and regulations.
Policies, procedures, and rules of the City and the Department of Fire – Rescue.
Practices and principles of conducting inspections, investigations and enforcement.
Modern office procedures and equipment including computers.
Word processing and other related software applications.

Ability to:

Interpret and explain City and departmental policies and procedures.
Research, analyze, and evaluate new program techniques, methods and procedures.
Prepare clear and concise reports.
Make effective public presentations.
Communicate effectively verbally and in writing.
Work with accuracy and attention to detail.
Operate and use modern office equipment.
Effectively organize and prioritize assigned work.
Establish and maintain effective working relationships with those contacted in the course of work including a variety of City and other government officials, community groups and the general public.

EDUCATION AND EXPERIENCE:

The following requirements generally demonstrate possession of the minimum requisite knowledge and ability necessary to perform the duties of the position. A typical way to obtain these would be:

Education:

- Bachelor's degree in environmental studies, chemistry, chemical engineering or related field; a graduate level degree in public/business administration, or hazardous materials/environmental management, and/or Professional Engineer preferred.

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Experience:

- Three (3) years of increasingly responsible experience in fire and/or environmental program management, CUPA program administration and/or

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Environmental Protection/Fire Prevention Specialist 8/13/20

hazardous materials management or equivalent. Municipal experience highly preferred.

Licenses & Certificates:

- A valid State of California driver's license and an acceptable driving record is required at time of appointment.
- Certificate of First Responder Operations (FRO) level OSHA training; Hazardous Materials Technician level certification or higher preferred.
- P.C. 832 Peace Officer's Standards and Training (P.O.S.T.) Certificate.
- International Code Council Certified Underground Storage Tank inspector.
- A certificate in hazardous materials/environmental management or Registered Environmental Health Specialist preferred.

WORKING CONDITIONS:

The work environment characteristics described are representative of those an employee encounters in performing the essential functions of this job.

- Work is primarily performed indoors.
- Noise level is quiet to moderate.
- Hazards are minimal.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable employees with disabilities to perform the essential duties.

- Sit for extended periods of time.
- Stand, walk, and bend.
- Push, pull, and reach overhead and above shoulders.
- Hear and speak both in person and on the telephone.
- Use hands and fingers to operate office equipment.
- See well enough to read documents and operate office equipment.
- Lift and move up to 25 pounds.

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Deleted: Hazardous Materials Specialist Certification.

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ATTACHMENT NO. 4

**CITY OF SANTA FE SPRINGS
FIRE AND ENVIRONMENTAL SAFETY (FES) INSPECTOR I, II**

Bargaining Unit: SFSFA

Job Code: 14810 & 13110

FLSA Status:

Date Prepared: 8/13/2020

***Disclaimer:** Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.*

POSITION PURPOSE:

Under direct supervision, inspects regulated facilities that generate, transport, or treat hazardous or industrial waste; use or store hazardous material; or are subject to commercial/industrial storm water regulations within the City. Reviews permit applications and conducts inspections at regulated facilities subject to operational and construction permits identified in the California Fire Code and the City Code. Conducts hazardous material release complaint investigations; investigates hazardous material and industrial waste release complaints and technical guidance and education to City staff and the public.

DISTINGUISHING CHARACTERISTICS:

Fire and Environmental Inspector (FES) I & II: Performs detailed inspections of facilities subject to either environmental regulatory programs overseen by the Environmental Protection Division, permitted California Fire Code operations, or general fire life/safety compliance. **FES Inspector I:** This is the entry level class in the series. Initially under close supervision, learn proper inspection techniques, technical training and perform a variety of duties involving environmental regulatory and fire code compliance. It is distinguished from the FES Inspector II by the performance of the more routine inspections assigned to positions within the series. **FES Inspector II:** This is the full journey level position within the series. Employees within the class are distinguished from the level I by the performance of the more complex and specialized duties.

SUPERVISION RECEIVED:

Receives direct supervision from the Environmental Programs Manager or Deputy Fire Marshal.

SUPERVISION EXERCISED:

None.

EXAMPLES OF DUTIES AND RESPONSIBILITIES:

A. Held in Common:

1. Supports the Mission of the City and its Elected and Appointed Officials.
Exhibits loyalty to the City and its representatives.
2. Provides courteous and timely service to the public as the ultimate employer.
3. Works cooperatively with other City employees.
4. Exhibits integrity and displays ethical behavior.

B. Essential Job Specific Duties:

1. Performs assigned inspections and technical plan review for fire prevention programs overseen by the Fire Prevention Bureau (FPB) and/or environmental programs overseen by the Environmental Protection Division (EPD) of the Department of Fire-Rescue.
2. Inspects businesses to determine compliance with applicable fire and life safety codes and standards, Certified Unified Program Agency (CUPA), industrial waste, and storm water program regulations and other related programs administered by the EPD and FPB; reports violations and initiates enforcement action when necessary.
3. Responds to and investigates complaints related to improper handling and disposal of hazardous and industrial grade materials; makes appropriate decisions on mitigating the incident.
4. Conducts site inspections to determine compliance and enforce requirements.
5. Assist emergency responders during emergency situations on weekends and after normal work hours.

C. Other Job Specific Duties

1. Reviews a variety of technical documents and plans related to fire and/or environmental programs.
2. Enforces filing requirements for disclosure of hazardous materials inventory and emergency response plan, permit applications, financial responsibility and financial assurance, notifications, forms, and other required documents.
3. Prepares inspection reports and correspondence; maintains appropriate records.
4. Maintains various emergency response equipment and updates computer database.

5. Develops public education materials; provides education to the business and residential community regarding environmental laws and fire protection.
6. Assist with management of hazardous waste generated by the City and stored at the public works yard.
7. Performs related duties as required.

REPRESENTATIVE COMPETENCIES AND QUALIFICATIONS:

The requirements listed below are representative of the knowledge, skill and ability required to satisfactorily perform the jobs essential duties and responsibilities.

Knowledge of:

California Fire Code

National Fire Protection Association (NFPA) Standards

Federal, state and local laws and regulations related to environmental programs overseen by the Certified Unified Program Agency (CUPA).

Municipal and commercial/industrial storm water requirements.

Industrial wastewater pretreatment and publicly owned treatment works (POTW) regulations.

Permitting, inspection and enforcement duties and responsibilities pursuant to federal and state law and regulation, and the City Code.

Understanding regulations and laws related to hazardous materials, hazardous waste and industrial waste.

Departmental policies and procedures.

Modern office procedures and equipment including computers.

Various computer software including spreadsheets and database systems.

Ability to:

Understand, interpret and apply federal, state, and local policies, procedures, laws, and regulations.

Perform physical demands listed.

Compile, analyze, and interpret technical data.

Provide technical expertise and education.

Follow written and oral instructions.

Work independently in the absence of supervision.

Ability to communicate effectively.

Work with accuracy and attention to detail.

Operate and use modern office equipment.

Effectively organize and prioritize assigned work.

Establish and maintain effective working relationships with other people.

EDUCATION AND EXPERIENCE: *The following requirements generally demonstrate possession of the minimum requisite knowledge and ability necessary to perform the duties of the position. A typical way to obtain these would be:*

Education:

- 30 semester units earned from an accredited college in biology, microbiology, environmental science, chemistry, industrial hygiene, chemical engineering, environmental engineering, geology, physics, toxicology or a closely related field; Bachelor's degree preferred.

Experience:

- Fire and Environmental Safety Inspector I requires experience in the environmental protection field working with hazardous materials or hazardous waste regulatory compliance and/or experience with fire prevention programs.
- Fire and Environmental Safety Inspector II requires two (2) years' experience equivalent to a Fire and Environmental Safety Inspector I.

Licenses & Certificates:

- A valid State of California driver's license and an acceptable driving record is required at time of appointment.
- **Fire and Environmental Safety Inspector I:** Required within one (1) year of appointment: Certificate of First Responder Operations (FRO) level OSHA training. Required within two (2) year of appointment: Certification as a Fire Inspector I from the Office of the State Fire Marshal, .
 - Desired but not required - Certification as a Fire Inspector I from the Office of the State Fire Marshal; Proof of Training in accordance with California Code of Regulations (CCR), Title 27, section 15260(d)(3)(A through C); International Code Council Certification as an Underground Storage Tank Inspector; California Specialized Training Institute (CSTI) certification as a Hazardous Materials Technician or higher. Penal Code 832 (Powers of Arrest) training.
- **Fire and Environmental Safety Inspector II:** Required at time of appointment: Certification as a Fire Inspector I from the Office of the State Fire Marshal; Certificate of First Responder Operations (FRO) level OSHA training; Proof of Training in accordance with California Code of Regulations (CCR), Title 27, section 15260(d)(3)(A through C);
 - Desired but not required - Certification as a Fire Inspector II or higher from the Office of the State Fire Marshal; International Code Council Certification as an Underground Storage Tank Inspector; California Specialized Training Institute (CSTI) certification as a Hazardous Materials Technician or higher; Penal Code 832 (Powers of Arrest) training.

WORKING CONDITIONS:

The work environment characteristics described are representative of those an employee encounters in performing the essential functions of this job.

- *Work is performed indoors and outdoors.*
- *Noise level is quiet to moderate.*
- *Utilizes hand and power tools.*
- *Works with and around machinery having moving parts.*
- *Occasionally works in slippery conditions.*
- *Exposure to hazardous materials, chemicals, fumes, gases, and odors.*

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable employees with disabilities to perform the essential duties.

- *Sit and stand for extended periods of time.*
- *Walk, bend, climb, stoop, crouch, and kneel.*
- *Push, pull, and reach overhead and above shoulders.*
- *Hear and speak both in person and on the telephone.*
- *Use hands and fingers to operate office equipment.*
- *See well enough to read documents and operate office equipment.*
- *Lift and move up to 50 pounds.*

**CITY OF SANTA FE SPRINGS
FIRE AND ENVIRONMENTAL SAFETY (FES) INSPECTOR I, II**

Bargaining Unit: SFSFA **Job Code:** 14810 & 13110

FLSA Status: **Date Prepared:** 8/13/2020

Disclaimer: Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.

POSITION PURPOSE:

Under direct supervision, inspects regulated facilities that generate, transport, or treat hazardous or industrial waste; use or store hazardous material; or are subject to commercial/industrial storm water regulations within the City. Reviews permit applications and conducts inspections at regulated facilities subject to operational and construction permits identified in the California Fire Code and the City Code. Conducts hazardous material release complaint investigations; **investigates hazardous material and industrial waste release complaints** and technical guidance and education to City staff and the public.

DISTINGUISHING CHARACTERISTICS:

Fire and Environmental Inspector (FES) I & II: Performs detailed inspections of facilities subject to either environmental regulatory programs overseen by the Environmental Protection Division, permitted California Fire Code operations, or general fire life/safety compliance. **FES Inspector I:** This is the entry level class in the series. Initially under close supervision, learn proper inspection techniques, technical training and perform a variety of duties involving environmental regulatory and fire code compliance. It is distinguished from the FES Inspector II by the performance of the more routine inspections assigned to positions within the series. **FES Inspector II:** This is the full journey level position within the series. Employees within the class are distinguished from the level I by the performance of the more complex and specialized duties.

SUPERVISION RECEIVED:

Receives direct supervision from the **Environmental Programs Manager** or Deputy Fire Marshal.

SUPERVISION EXERCISED:

None.

EXAMPLES OF DUTIES AND RESPONSIBILITIES:

Environmental Protection Inspector I, II – revised 8/13/20

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A. Held in Common:

1. Supports the Mission of the City and its Elected and Appointed Officials.
Exhibits loyalty to the City and its representatives.
2. Provides courteous and timely service to the public as the ultimate employer.
3. Works cooperatively with other City employees.
4. Exhibits integrity and displays ethical behavior.

B. Essential Job Specific Duties:

1. Performs assigned inspections and technical plan review for fire prevention programs overseen by the Fire Prevention Bureau (FPB) and/or environmental programs overseen by the Environmental Protection Division (EPD) of the Department of Fire-Rescue.
2. Inspects businesses to determine compliance with applicable fire and life safety codes and standards, Certified Unified Program Agency (CUPA), industrial waste, and storm water program regulations and other related programs administered by the EPD and FPB; reports violations and initiates enforcement action when necessary.
3. Responds to and investigates complaints related to improper handling and disposal of hazardous and industrial grade materials; makes appropriate decisions on mitigating the incident.
4. Conducts site inspections to determine compliance and enforce requirements.
5. Assist emergency responders during emergency situations on weekends and after normal work hours.

C. Other Job Specific Duties

1. Reviews a variety of technical documents and plans related to fire and/or environmental programs.
2. Enforces filing requirements for disclosure of hazardous materials inventory and emergency response plan, permit applications, financial responsibility and financial assurance, notifications, forms, and other required documents.
3. Prepares inspection reports and correspondence; maintains appropriate records.
4. Maintains various emergency response equipment and updates computer database.

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Responds to complaint investigations and make appropriate decisions to mitigate the incident.

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5. Develops public education materials; provides education to the business and residential community regarding environmental laws and fire protection.
6. Assist with management of hazardous waste generated by the City and stored at the public works yard.
7. Performs related duties as required.

REPRESENTATIVE COMPETENCIES AND QUALIFICATIONS:

The requirements listed below are representative of the knowledge, skill and ability required to satisfactorily perform the jobs essential duties and responsibilities.

Knowledge of:

California Fire Code

National Fire Protection Association (NFPA) Standards

Federal, state and local laws and regulations related to environmental programs overseen by the Certified Unified Program Agency (CUPA).

Municipal and commercial/industrial storm water requirements.

Industrial wastewater pretreatment and publicly owned treatment works (POTW) regulations.

Permitting, inspection and enforcement duties and responsibilities pursuant to federal and state law and regulation, and the City Code.

Understanding regulations and laws related to hazardous materials, hazardous waste and industrial waste.

Departmental policies and procedures.

Modern office procedures and equipment including computers.

Various computer software including spreadsheets and database systems.

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Ability to:

Understand, interpret and apply federal, state, and local policies, procedures, laws, and regulations.

Perform physical demands listed.

Compile, analyze, and interpret technical data.

Provide technical expertise and education.

Follow written and oral instructions.

Work independently in the absence of supervision.

Ability to communicate effectively.

Work with accuracy and attention to detail.

Operate and use modern office equipment.

Effectively organize and prioritize assigned work.

Establish and maintain effective working relationships with other people.

EDUCATION AND EXPERIENCE: *The following requirements generally demonstrate possession of the minimum requisite knowledge and ability necessary to perform the duties of the position. A typical way to obtain these would be:*

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Education:

- 30 semester units earned from an accredited college in biology, microbiology, environmental science, chemistry, industrial hygiene, chemical engineering, environmental engineering, geology, physics, toxicology or a closely related field; Bachelor's degree preferred.

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Experience:

- Fire and Environmental Safety Inspector I requires experience in the environmental protection field working with hazardous materials or hazardous waste regulatory compliance and/or experience with fire prevention programs.
- Fire and Environmental Safety Inspector II requires two (2) years' experience equivalent to a Fire and Environmental Safety Inspector I.

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Licenses & Certificates:

- A valid State of California driver's license and an acceptable driving record is required at time of appointment.
- **Fire and Environmental Safety Inspector I:** Required within one (1) year of appointment: Certificate of First Responder Operations (FRO) level OSHA training. Required within two (2) year of appointment: Certification as a Fire Inspector I from the Office of the State Fire Marshal.
 - Desired but not required - Certification as a Fire Inspector I from the Office of the State Fire Marshal: Proof of Training in accordance with California Code of Regulations (CCR), Title 27, section 15260(d)(3)(A through C); International Code Council Certification as an Underground Storage Tank Inspector; California Specialized Training Institute (CSTI) certification as a Hazardous Materials Technician or higher. Penal Code 832 (Powers of Arrest) training.
- **Fire and Environmental Safety Inspector II:** Required at time of appointment: Certification as a Fire Inspector I from the Office of the State Fire Marshal; Certificate of First Responder Operations (FRO) level OSHA training; Proof of Training in accordance with California Code of Regulations (CCR), Title 27, section 15260(d)(3)(A through C);
 - Desired but not required - Certification as a Fire Inspector II or higher from the Office of the State Fire Marshal; International Code Council Certification as an Underground Storage Tank Inspector; California Specialized Training Institute (CSTI) certification as a Hazardous Materials Technician or higher; Penal Code 832 (Powers of Arrest) training.

Commented [TMH3]: Amended such that position will be able to respond to complaint investigations/emergency situation, but not expected to be part of Haz Mat team.

Commented [TMH4]: Allowing for an additional year due to significant amount of training that is also required for environmental programs.

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WORKING CONDITIONS:

Environmental Protection Inspector I, II – revised 8/13/20

The work environment characteristics described are representative of those an employee encounters in performing the essential functions of this job.

- *Work is performed indoors and outdoors.*
- *Noise level is quiet to moderate.*
- *Utilizes hand and power tools.*
- *Works with and around machinery having moving parts.*
- *Occasionally works in slippery conditions.*
- *Exposure to hazardous materials, chemicals, fumes, gases, and odors.*

PHYSICAL DEMANDS:

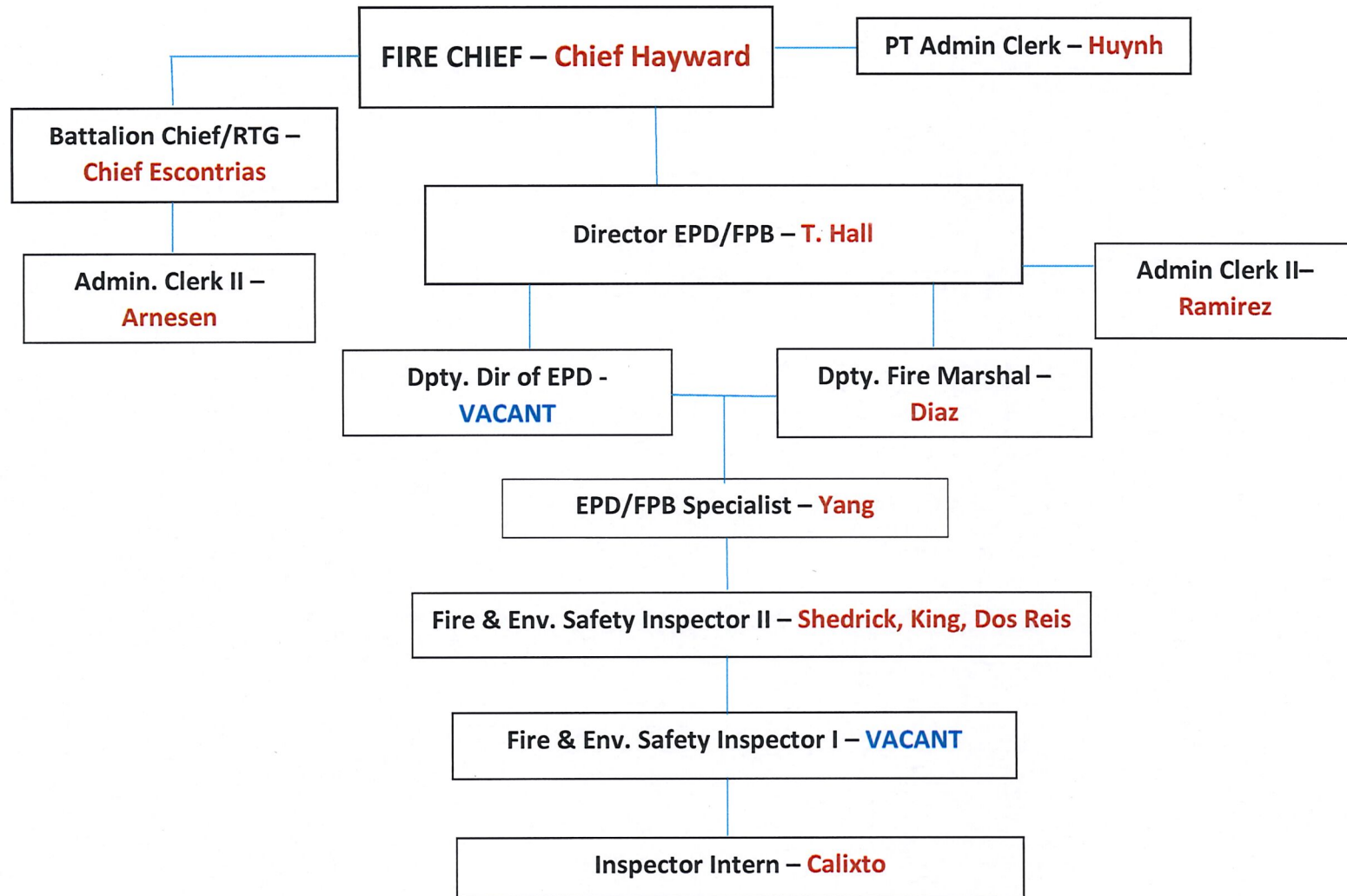
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable employees with disabilities to perform the essential duties.

- *Sit and stand for extended periods of time.*
- *Walk, bend, climb, stoop, crouch, and kneel.*
- *Push, pull, and reach overhead and above shoulders.*
- *Hear and speak both in person and on the telephone.*
- *Use hands and fingers to operate office equipment.*
- *See well enough to read documents and operate office equipment.*
- *Lift and move up to 50 pounds.*

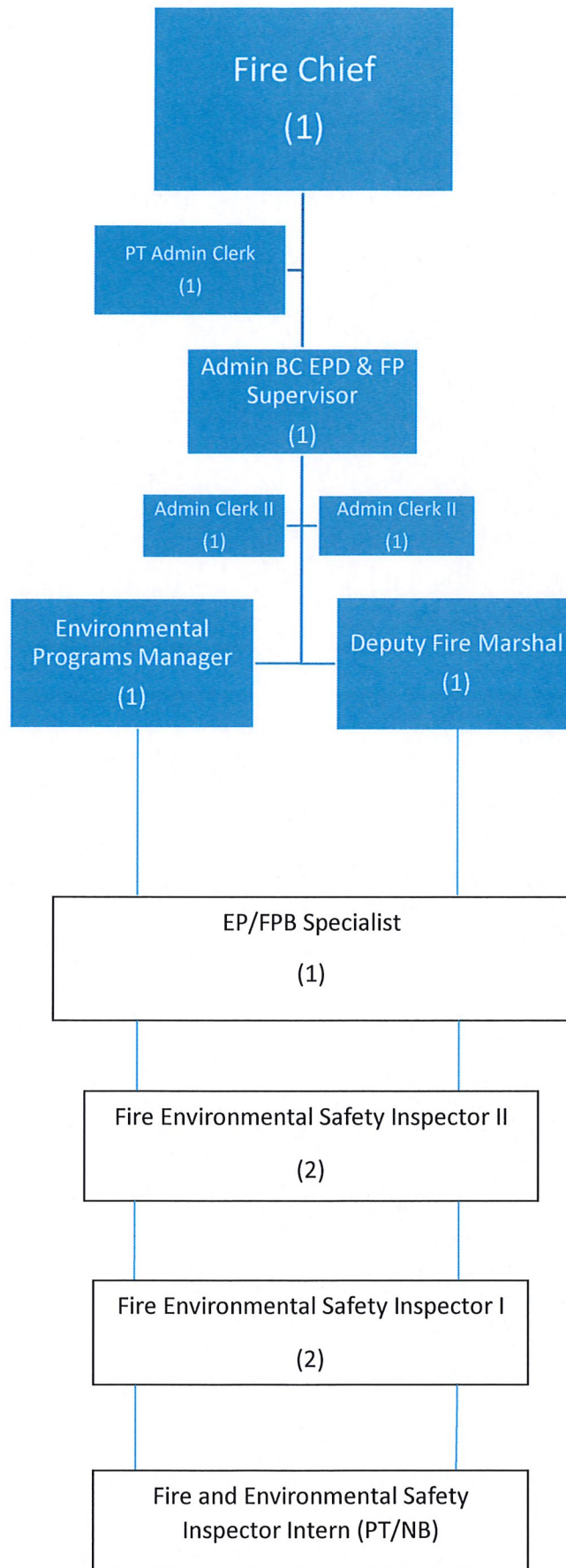
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ATTACHMENT NO. 5

Fire and Environmental Protection Bureau
Organizational Chart as of January 1, 2020



ATTACHMENT NO. 6





City of Santa Fe Springs

City Council Meeting

ITEM NO. 13

August 13, 2020

NEW BUSINESS

Approval of the Agreement between the City of Santa Fe Springs and the City of Santa Fe Springs General City Employees Association (SFSCEA), the City of Santa Fe Springs Firemens' Association (SFSFFA) and the City of Santa Fe Springs Executive, Management & Confidential Association (SFSEMCA).

RECOMMENDATION(S)

- Approve the FY 2020-21 labor agreements with SFSCEA, SFSFFA and SFSEMCA.
- Appropriate \$155,600 from the General Fund and Water Fund reserves to fund labor agreement costs not already included in the FY 2020-21 operating budget.

BACKGROUND

Staff has reached agreements with the Santa Fe Springs City Employees Association (SFSCEA), The Santa Fe Springs Firemens' Association (SFSFFA) and the Santa Fe Springs Executive, Management & Confidential Association (SFSEMCA). The members of each bargaining group have ratified the tentative agreements for a term that begins July 1, 2020 through June 30, 2021.

All three bargaining groups have agreed to update various contract language and have agreed to dissolve the City's physical fitness program. The physical fitness incentive pay will be included in represented employees salary ranges as their new base salary, without having to qualify or pass any health exam. Other provisions include:

Santa Fe Springs City Employees Association (SFSCEA)

Medical Tier I and Tier 2 benefits shall be eliminated and consolidated into one. The medical benefit that the City will pay for medical insurance premiums for all full-time Association represented employees will be increased by \$151.86 from \$1,498.14 to \$1,650 per month, effective January 1, 2021. Effective November 1, 2020, represented members will be permitted to cash-out accrued vacation leave hours annually, as follows: current vacation accrual bank: 12 hours once per fiscal year; reserve vacation accrual bank: 40 hours once per fiscal year. Also effective November 1, 2020, the 240 hour vacation cap will be reinstated after being temporarily suspended in response to the COVID-19 pandemic. All hours in excess of 200 hours will be transferred to the reserve vacation accrual bank.

Santa Fe Springs City Firemens' Association (SFSFFA)

Effective January 1, 2021, the medical benefit cap will be increased by \$254.24 from \$1,495.76 to \$1,750 per month. The language for the Fire Investigator Stipend pay is

also modified to read "Training and education requirements shall be established by the Fire Chief, subject to City Manager approval." The parties also agree to reopen the MOU during the term in order to address wage and special compensation CalPERS reporting issues in accordance with recommendations received from CalPERS.

Santa Fe Springs Executive, Management & Confidential Association (SFSEMCA)

Medical Tier 1 and Tier 2 benefits shall be eliminated and consolidated into one. The medical benefit that the City will pay for medical insurance premiums for all full-time Association represented employees will be increased by \$151.86 from \$1,498.14 to \$1,650 per month, effective January 1, 2021. Effective November 1, 2020, represented members will be permitted to cash-out accrued vacation leave hours annually, as follows: reserve vacation accrual bank: 40 hours once per fiscal year. Also effective November 1, 2020, the 240 hour vacation cap will be reinstated after being temporarily suspended in response to the COVID-19 pandemic. All hours in excess of 200 hours will be transferred to the reserve vacation accrual bank.

FISCAL IMPACT

The annual budgetary costs associated with the FY 20120-21 agreements are \$137,000 for the SFSCEA, \$141,000 for the SFSFFA, and \$32,000 for the SFSEMCA for a total of \$310,000. In addition, the SFSCEA and SFSEMCA medical cap of \$1,650 per month will be applied to the City Council and City Manager at a cost of \$3,400 annually. Since the medical cap increase is not effective until January 1, 2021 only a portion of the annual cost will impact the FY 2020-21 budget. The FY 2020-21 budgetary costs are approximately \$176,400. The adopted 2020-21 City budget already includes costs of \$20,800. A supplemental budget appropriation of \$155,600 is requested to cover the remaining budgetary costs with 85% (\$132,300) coming from General Fund reserves and the remaining 15% (\$23,300) coming from Water Fund reserves.


Raymond R. Cruz
City Manager

Attachment(s):

1. Agreement between City and SFSCEA
2. Agreement Between City and SFSFFA
3. Agreement Between City and SFSEMCA

ATTACHMENT NO. 1



**TENTATIVE AGREEMENT BETWEEN THE CITY OF SANTA FE SPRINGS AND THE
SANTA FE SPRINGS EMPLOYEES ASSOCIATION
FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING
AUGUST 5, 2020**

The current Memorandum of Understanding ("MOU") between the City of Santa Fe Springs ("City") and the Santa Fe Springs Employees Association ("Association"), covering the period July 1, 2019 through June 30, 2020, expired by its own terms on June 30, 2020 ("SFSEA MOU 2019-20"). The parties commenced negotiations on June 15, 2020 regarding a successor MOU pursuant to the Meyers-Milias-Brown Act ("MMBA") (Gov't Code Sections 3500 - 3511). The following Tentative Agreement for a successor Memorandum of Understanding between the City and the Association and its deal terms have been ratified by the Association on July 22, 2020, but remains subject to formal approval/adoption by the City Council per California Government Code Section 3505.1, which provides:

"If a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization or recognized employee organizations, the governing body shall vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting. A decision by the governing body to reject the tentative agreement shall not bar the filing of a charge of unfair practice for failure to meet and confer in good faith. If the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding."

All terms and conditions of the prior SFSEA MOU 2019-2020, any amendments thereto and the Side Letter #1 dated January 9, 2020 shall be maintained unless expressly modified or changed herein until the successor MOU is jointly prepared by the parties, ratified by the Association and accepted, approved and adopted by City Council, which shall then supersede and replace this Tentative Agreement.

DEAL POINTS

Article No.	Subject	Existing MOU	Changes to MOU
I	Section 1. Representation and Duration	July 1, 2019 - June 30, 2020	From City Council Adoption through June 30, 2021
I	Section 2. Recognition	The job titles represented by the Association are those identified in Appendix A.	An updated Appendix A is attached hereto showing represented classifications and salary ranges for those classifications.

I	Section 5. Association Dues Deduction	<p>The City shall deduct from each paycheck of unit employees the regular [periodic] Association membership due as certified by an authorized official of the Association, pursuant to the City's deduction authorization form duly completed and signed by the employee, and transmit such deductions each pay period to 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. It is agreed that the City assumes no liability on account of any actions taken pursuant to this section.</p>	<p>Delete current MOU language and replace with the following in compliance with SB 866:</p> <p>"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.</p> <p>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.</p> <p>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.</p>
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I	Section 7. New Employee Orientation/ Employee Information	[New][Per AB 119]	<p>Add to MOU previously negotiated AB 119 language from 2018:</p> <p><u>New Employee Orientation</u></p> <p>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.</p> <p>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.</p> <p><u>Employee Information</u></p> <p>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.</p>
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			<p>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.</p> <p>City may notify employees of the ability to opt out of disclosing personal information to the Association.</p>
IV	Section 2. Wages	[No reference to FY 2020-21]	Add new language stating that there will be no COLA or other compensation increases not already provided for in the existing MOU of this Tentative Agreement.
IV	Section 6. Physical Fitness Incentive Program	<p>A full-time employee is eligible for physical fitness pay upon satisfactory completion of the first six months of the employee's probationary period, passage of the annual physical fitness test and certification as a non-smoker. The eligible employee is entitled to the "P" step in the range. The Test shall assess cardiovascular fitness, flexibility and strength.</p> <p>The program shall be administered by the City as set forth by personnel Policies and Procedures Section 2-2.7a: Physical Fitness Pay – General Employees. Participation in this program is optional and is not required of employees. All decisions regarding the Physical Fitness Incentive Program are at the sole discretion of the City and are not subject to appeal. (Res. #5969; PPPM 2-2.7a)</p>	<p>Delete existing MOU language and replace with:</p> <p>"Association represented employees' shall not be eligible for participation in the City's Physical Fitness Incentive Program."</p> <p>[Instead, represented employees shall all receive the previously designated "P" step seen as the series of columns under "Physical" in the salary schedule attached to the SFSEA MOU 2019-20 in their respective salary ranges as their new base salary without having to qualify or pass any health exam. This is reflected in the updated Appendix A which salary is effective upon City Council approval of this Tentative Agreement.]</p>

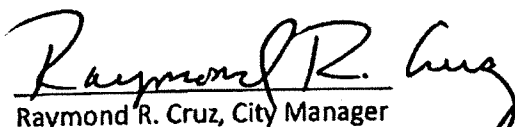
IV	Section 8. Standby Compensation	Effective July 1, 2019, an employee required to be available for emergency service between Saturday, Sunday or a Holiday will be paid \$70.00 for each day they are required to be on standby.	Effective July 1, 2020, an employee required to be available on Standby for 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.
IV	Section 12. Cost of Living Data	Cost of living data shall consist of the March to March change in the All Urban Consumer Price Index issued by the Department of Labor, Bureau of Labor Statistics for the Los Angeles/Riverside/Orange area. (PPPM 7-4.2)	Cost of living data shall consist of the March to March change in the All Urban Consumer Price Index issued by the Department of Labor, Bureau of Labor Statistics for the Los Angeles-Long Beach-Anaheim area.
VI	Section 1. Health Insurance	[No reference to 2021 rates. Current rates are \$1,498.14]	Effective January 1, 2021, the medical cap will be increased by \$151.86 to \$1650 per month.
VI	Section 1. Health Insurance	<p>Tier 1: (Employees hired into full-time positions on or before November 18, 2012):</p> <p>The full-time medical benefit that the City will pay for medical insurance premiums for employees and eligible dependents will be capped at \$1,498.14 per month effective January 1, 2020.</p> <p>Tier 2: (Classic and PEPRA): For employees hired into full-time positions after November 18, 2012 and subject to second tier benefits, the City's maximum contribution for medical insurance premiums for employees and their eligible dependents is \$1088.59 per month effective January 1, 2020.</p>	<p>Effective from City Council Adoption of this Tentative Agreement, Tier 1 and Tier 2 benefits shall be eliminated and replaced with the following consolidated full-time employee health benefit:</p> <p>"The full-time medical benefit that the City will pay for medical insurance premiums for all Association represented employees and eligible dependents will be capped at \$1,498.14 per month effective January 1, 2020."</p>

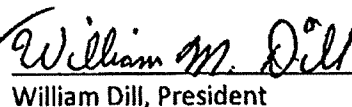
VII	Section 11. Vacation	<u>Reserve Vacation Bank</u> If an employee is unable to take pre-approved vacation time due to staffing needs, and that causes the employee's Vacation Bank to go over the 240 hour cap, the hours above the cap may be moved to the Reserve Vacation Bank only with the written recommendation of the Department Head, a review by the Human Resources Office and approval by the City Manager.	Add the following: "As of November 1, 2020, the 240 hour vacation cap shall be reinstated and enforced going forward in compliance with this Article and all hours accrued in excess of 200 hours will be moved over to the Reserve Vacation Bank."
VII	Section 11. Vacation	<u>Vacation & Reserve Vacation Bank Cash-Out</u> Effective July 1, 2019, represented members will be permitted to cash-out accrued vacation leave hours annually, as follows: *Current Vacation Accrual Bank: 12 hours once per fiscal year *Reserve Vacation Accrual Bank: 20 hours once per fiscal year	<u>Vacation & Reserve Vacation Bank Cash-Out</u> Effective November 1, 2020, represented members will be permitted to cash-out accrued vacation leave hours annually, as follows: *Current Vacation Accrual Bank: 12 hours once per fiscal year *Reserve Vacation Accrual Bank: 40 hours once per fiscal year

This Tentative Agreement is dated August 5, 2020 and shall be effective only upon adoption by the City Council of the City of Santa Fe Springs. Subject to the foregoing, this Tentative Agreement is hereby executed by the authorized representatives of the City and the Association.

City of Santa Fe Springs

Santa Fe Springs Employees Association


Raymond R. Cruz, City Manager

 08-05-2020
William Dill, President

APPENDIX A
SFSEA REPRESENTED CLASSIFICATIONS AND SALARY RANGES

CLASS UNIT	JOB TITLE	STEP	MONTHLY	BI-WEEKLY	HOURLY	ANNUAL HOURS
13200 MISC	ASSOC CIVIL ENGINEER	A- 1	7101.171	3277.464	40.968	2080.00
		B- 2	7495.497	3459.460	43.243	
		C- 3	7917.283	3654.131	45.677	
		D- 4	8357.743	3857.420	48.218	
		E- 5	8841.041	4080.480	51.006	
13673 MISC 13680 MISC	ST & GRNDS MTC SUPT ASSOCIATE PLANNER	A- 1	6378.422	2943.887	36.799	2080.00
		B- 2	6735.402	3108.647	38.858	
		C- 3	7101.171	3277.464	40.968	
		D- 4	7506.481	3464.530	43.307	
		E- 5	7917.283	3654.131	45.677	
14000 MISC	SYSTEMS ANALYST	A- 1	6419.247	2962.729	37.034	2080.00
		B- 2	6772.305	3125.679	39.071	
		C- 3	7144.782	3297.592	41.220	
		D- 4	7537.746	3478.960	43.487	
		E- 5	7952.322	3670.302	45.879	
14400 MISC 14410 MISC	CIVIL ENGR ASST I ASSISTANT PLANNER I	A- 1	5811.647	2682.299	33.529	2080.00
		B- 2	6130.184	2829.316	35.366	
		C- 3	6467.392	2984.950	37.312	
		D- 4	6823.275	3149.204	39.365	
		E- 5	7198.928	3322.582	41.532	
14620 MISC	CIVIL ENGR TECH II	A- 1	5725.971	2642.756	33.034	2080.00
		B- 2	6041.212	2788.252	34.853	
		C- 3	6372.930	2941.352	36.767	
		D- 4	6723.320	3103.071	38.788	
		E- 5	7092.384	3273.408	40.918	
14740 MISC 14754 MISC	COMPUTER SPECLST III LIBRARIAN II	A- 1	5633.705	2600.172	32.502	2080.00
		B- 2	5948.947	2745.668	34.321	
		C- 3	6283.959	2900.289	36.254	
		D- 4	6622.267	3056.431	38.205	
		E- 5	6990.231	3226.260	40.328	
14910 MISC 14920 MISC 14975 MISC 14980 MISC	CODE ENFORCMT INSP I ELECTRICIAN P/W INSPECTOR I MECHANIC II	A- 1	5416.222	2499.795	31.247	2080.00
		B- 2	5707.297	2634.137	32.927	
		C- 3	6045.606	2790.280	34.878	
		D- 4	6378.422	2943.887	36.799	
		E- 5	6723.320	3103.071	38.788	
15000 MISC 15005 MISC 15020 MISC 15021 MISC 15023 MISC 15030 MISC	LIBRARIAN III FLEET SEC SUPERVISOR WATER UTILITY SEC SUPV ST & GRNDS MTC SUPV FACILITY SEC SUPV TRAF SGNL & LGT SUPV	A- 1	6055.492	2794.842	34.936	2080.00
		B- 2	6383.914	2946.422	36.830	
		C- 3	6733.205	3107.633	38.845	
		D- 4	7101.171	3277.464	40.968	
		E- 5	7487.808	3455.911	43.199	

CLASS UNIT	JOB TITLE	STEP	MONTHLY	BI-WEEKLY	HOURLY	ANNUAL HOURS
15040 MISC	COMMUNITY SVCS SUPVR	A- 1	6055.492	2794.842	34.936	2080.00
15050 MISC	TRANSPORT SVCS SUPV	B- 2	6383.914	2946.422	36.830	
		C- 3	6733.205	3107.633	38.845	
		D- 4	7101.171	3277.464	40.968	
		E- 5	7487.808	3455.911	43.199	
15100 MISC	ASST CIVIL ENGINEER	A- 1	5650.580	2607.960	32.600	2080.00
		B- 2	5960.610	2751.051	34.388	
		C- 3	6289.180	2902.698	36.284	
		D- 4	6635.260	3062.428	38.280	
		E- 5	6999.880	3230.714	40.384	
15630 MISC	LEAD PSO	A- 1	5143.818	2374.070	29.676	2080.00
15650 MISC	YTH INTRVNTN PRG SUP	B- 2	5427.205	2504.864	31.311	
		C- 3	5725.971	2642.756	33.034	
		D- 4	6041.212	2788.252	34.853	
		E- 5	6372.930	2941.352	36.767	
15700 MISC	LIBRARIAN I	A- 1	5251.462	2423.752	30.297	2080.00
		B- 2	5540.341	2557.080	31.964	
		C- 3	5844.599	2697.507	33.719	
		D- 4	6166.430	2846.045	35.576	
		E- 5	6504.738	3002.187	37.527	
15820 MISC	MGMT ANALYST II	A- 1	5851.190	2700.549	33.757	2080.00
		B- 2	6174.119	2849.593	35.620	
		C- 3	6514.624	3006.750	37.584	
		D- 4	6872.703	3172.017	39.650	
		E- 5	7250.554	3346.410	41.830	
15900 MISC	PUB RELATIONS TECH	A- 1	5125.636	2365.678	29.571	2080.00
		B- 2	5407.547	2495.791	31.197	
		C- 3	5704.961	2633.059	32.913	
		D- 4	6018.733	2777.877	34.723	
		E- 5	6349.765	2930.661	36.633	
16010 MISC	WATER WELL OPERATOR	A- 1	5066.930	2338.583	29.232	2080.00
16040 MISC	TRF SIG LGT TECH II	B- 2	5344.825	2466.842	30.836	
		C- 3	5633.705	2600.172	32.502	
		D- 4	5950.045	2746.175	34.327	
		E- 5	6274.074	2895.726	36.197	
16110 MISC	MGMT ANALYST I	A- 1	4950.499	2284.846	28.561	2080.00
		B- 2	5222.903	2410.571	30.132	
		C- 3	5509.586	2542.886	31.786	
		D- 4	5813.844	2683.313	33.541	
		E- 5	6132.381	2830.330	35.379	

PAYROLL SYSTEM
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CITY OF SANTA FE SPRINGS
SALARY TABLES BY CLASS
EFFECTIVE DATE: 08/13/2020.

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DATE 08-06-2020

CLASS	UNIT	JOB TITLE	STEP	MONTHLY	BI-WEEKLY	HOURLY	ANNUAL HOURS
16440	MISC	WTR UTILITY LEAD WKR	A- 1	4873.611	2249.359	28.117	2080.00
16445	MISC	STR/GRD LEAD WORKER	B- 2	5141.621	2373.056	29.663	
16450	MISC	HUMN SVC CASE WKR II	C- 3	5425.010	2503.851	31.298	
			D- 4	5722.675	2641.235	33.015	
			E- 5	6037.917	2786.731	34.834	
16620	MISC	PUB WKS DEPT SECTY	A- 1	4582.534	2115.016	26.438	2080.00
			B- 2	4834.069	2231.109	27.889	
			C- 3	5099.882	2353.792	29.422	
			D- 4	5381.073	2483.572	31.045	
			E- 5	5676.543	2619.943	32.749	
16700	MISC	PRG COORD-LIB OUTRCH	A- 1	4864.809	2245.296	28.066	2080.00
16710	MISC	PRG COORD-PARK/YOUTH	B- 2	5132.631	2368.907	29.611	
			C- 3	5412.680	2498.160	31.227	
			D- 4	5704.960	2633.058	32.913	
			E- 5	6018.733	2777.877	34.723	
17010	MISC	PROGRAM COORDINATOR	A- 1	4609.994	2127.690	26.596	2080.00
17050	MISC	PUB SAF OFFCR/ADMIN	B- 2	4861.528	2243.782	28.047	
17070	MISC	PUB SAF OFFCR/FIELD	C- 3	5124.047	2364.945	29.562	
17080	MISC	YTH INTRVNTN CSE WKR	D- 4	5416.222	2499.795	31.247	
17090	MISC	HUMAN SVCS CS WKR I	E- 5	5707.297	2634.137	32.927	
17210	MISC	ACCOUNT CLERK III	A- 1	4462.808	2059.758	25.747	2080.00
17240	MISC	BUS DRIVER III	B- 2	4708.851	2173.316	27.166	
17250	MISC	MECHANIC I	C- 3	4966.975	2292.450	28.656	
			D- 4	5243.772	2420.202	30.253	
			E- 5	5526.062	2550.490	31.881	
17500	MISC	TRAF & LITE TECH I	A- 1	4395.806	2028.834	25.360	2080.00
17510	MISC	FACILITY SPECIALIST	B- 2	4640.750	2141.885	26.774	
17540	MISC	TREE WORKER SPCLALST	C- 3	4894.480	2258.991	28.237	
			D- 4	5163.589	2383.195	29.790	
			E- 5	5432.697	2507.399	31.342	
17800	MISC	WATER UTILITY WORKER	A- 1	4217.864	1946.706	24.334	2080.00
			B- 2	4450.725	2054.181	25.677	
			C- 3	4695.670	2167.232	27.090	
			D- 4	4953.794	2286.366	28.580	
			E- 5	5221.804	2410.063	30.126	
18010	MISC	ACCOUNT CLERK II	A- 1	4003.676	1847.850	23.098	2080.00
18020	MISC	MAINTENANCE WORKER	B- 2	4216.767	1946.200	24.328	
18030	MISC	BUS DRIVER II	C- 3	4457.316	2057.223	25.715	
18085	MISC	BLDG PERMIT CLERK II	D- 4	4698.965	2168.753	27.109	
18097	MISC	PROG ASST/CMO	E- 5	4951.597	2285.352	28.567	
18098	MISC	PROGRAM ASSIST PLAN					

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CITY OF SANTA FE SPRINGS
SALARY TABLES BY CLASS
EFFECTIVE DATE: 08/13/2020

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CLASS	UNIT	JOB TITLE	STEP	MONTHLY	BI-WEEKLY	HOURLY	ANNUAL HOURS
18400	MISC	ENVR PROTEC CLRK II	A- 1	3800.406	1754.034	21.925	2080.00
			B- 2	4009.428	1850.505	23.131	
			C- 3	4229.947	1952.283	24.404	
			D- 4	4462.594	2059.659	25.746	
			E- 5	4708.037	2172.940	27.162	
18510	MISC	COMM SVCS SPECIALIST	A- 1	3767.519	1738.855	21.736	2080.00
			B- 2	3970.725	1832.642	22.908	
			C- 3	4186.011	1932.005	24.150	
			D- 4	4413.380	2036.945	25.462	
			E- 5	4651.734	2146.954	26.837	
18810	MISC	ACCOUNT CLERK I	A- 1	3601.661	1662.305	20.779	2080.00
18815	MISC	ADMIN ASSISTANT II	B- 2	3801.571	1754.571	21.932	
18860	MISC	ENVR PROTECT CLERK I	C- 3	4003.676	1847.850	23.098	
			D- 4	4216.767	1946.200	24.328	
			E- 5	4457.316	2057.223	25.715	
19615	MISC	ADMIN ASSISTANT I	A- 1	3236.992	1493.996	18.675	2080.00
19620	MISC	LIBRARY CLERK I	B- 2	3417.130	1577.137	19.714	
			C- 3	3604.956	1663.826	20.798	
			D- 4	3794.980	1751.529	21.894	
			E- 5	4003.676	1847.850	23.098	

PAYROLL SYSTEM
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CITY OF SANTA FE SPRINGS
SALARY TABLES BY CLASS
EFFECTIVE DATE: 08/13/2020

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CLASS	UNIT	JOB TITLE	STEP	MONTHLY	BI-WEEKLY	HOURLY	ANNUAL HOURS
50410	PART	BUS DRIVER II B	A- 1			21.748	
			B- 2			22.939	
			C- 3			24.261	
			D- 4			25.619	
			E- 5			26.987	
52010	PART	COMM SVCS LEAD II B	A- 1			15.858	
			B- 2			16.657	
			C- 3			17.486	
			D- 4			18.355	
			E- 5			19.279	
53010	PART	COMM SVCS LEAD I B	A- 1			13.000	
			B- 2			13.353	
			C- 3			14.020	
			D- 4			14.720	
			E- 5			15.457	

ATTACHMENT NO. 2



**TENTATIVE AGREEMENT BETWEEN THE CITY OF SANTA FE SPRINGS AND THE
SANTA FE SPRINGS FIREMEN'S ASSOCIATION
FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING
AUGUST 5, 2020**

The City of Santa Fe Springs ("City") and the Santa Fe Springs Firefighters' Association, Inc., AFL-CIO Local 3507 ("Association" or "SFSFFA") entered into a memorandum of understanding covering the period July 1, 2018 through June 30, 2019 ("SFSFFA MOU 2018-19"). Thereafter, the parties entered into a successor Tentative Agreement dated July 9, 2019 covering the period July 1, 2019 through June 30, 2020, which modified certain terms of the SFSFFA MOU 2018-19. The parties' labor agreements expired by their own terms on June 30, 2020. The parties have since determined that the correct name of the Association is the Santa Fe Springs Firemen's Association as reflected in the Statement of Information filed with the California Secretary of State dated June 4, 2020 and "Association" shall also apply to that entity.

The parties commenced negotiations on June 2, 2020 regarding a successor labor agreement pursuant to the Meyers-Milias-Brown Act ("MMBA") (Gov't Code Sections 3500 - 3511). The following Tentative Agreement for a successor Memorandum of Understanding between the City and the Association and its deal terms have been ratified by the Association, but remains subject to formal approval/adoption by the City Council per California Government Code Section 3505.1, which provides:

"If a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization or recognized employee organizations, the governing body shall vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting. A decision by the governing body to reject the tentative agreement shall not bar the filing of a charge of unfair practice for failure to meet and confer in good faith. If the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding."

All terms and conditions of the prior SFSFFA MOU 2018-19, any amendments thereto and the previous Tentative Agreement dated July 9, 2019 shall be maintained unless expressly modified or changed herein until the successor MOU is jointly prepared by the parties, ratified by the Association and accepted, approved and adopted by City Council, which shall then supersede and replace this Tentative Agreement.

DEAL POINTS

Article No.	Subject	Existing Agreements	Changes to Existing Agreements
I. Section 1	Representation	This MOU is between the City of Santa Fe Springs (City or Employer) and the Santa Fe Springs Firefighter Association, Inc.....	<p>Correct identity of Association in MOU to reflect corporate filings: Santa Fe Springs Firemen's Association, Inc.</p> <p>MOU to reflect that the Association represents two separate Units: Fire Safety Unit and Chief Officers Unit (Fire Chief & Division Chiefs)</p>
I. Section 1	Duration/Term	July 1, 2019 - June 30, 2020	From City Council Adoption through June 30, 2021
I. Section 2	Recognition	The job titles represented by the Association are those identified in Appendix A.	Update MOU Appendix A to clarify two separate represented bargaining units and classifications within each unit.
I. Section 6	Employee Orientation/ Employee Information	[New][Per AB 119]	<p>Add to MOU:</p> <p>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 by law.</p> <p>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.</p>

			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.
I. Section 7	Association Dues Deduction	[New][Per SB 866]	<p>Add to MOU:</p> <p>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.</p> <p>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.</p> <p>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.</p>
IV Section 2	Wages	[No reference to FY 2020-21]	<p>Update MOU Section to include increased or new benefits from July 9, 2019 Agreement.</p> <p>Add new MOU language stating that there is no COLA or other compensation increases for FY 2020-21 not already provided for in existing MOU / Agreement or this Tentative Agreement.</p>

IV Section 7	Physical Fitness Incentive Program	A full-time employee is eligible for physical fitness pay upon satisfactory completion of the first six months of the employee's probationary period, passage of the annual physical fitness test and certification as a non-smoker. The eligible employee is entitled to the "P" step, which is a 5 ½ % salary adjustment....	Delete existing MOU language and replace with: "The City's Physical Fitness incentive program is eliminated. Instead, the current base salary schedule amounts will be increased 5.5% without having to qualify or pass any health exam."
IV Section 12 [Insert as new Section & re-number remaining Sections]	Special Assignment Pay – Fire Investigator Stipend	The City agrees to establish a stipend at \$250 for 3 positions meeting the current California State Fire Marshall requirements for Fire Investigator.	Replace existing language with the following: The City agrees to establish a stipend at \$250 for 3 positions 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 Marshall requirements for Fire Investigator or are actively working towards meeting such requirements.
IV Section 19	Overtime Compensation	[New]	Add to MOU: 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 and using FLSA special compensation as part of the base for calculating other percentage-based incentives.
IV	Cost of Living	Cost of living data shall	Replace existing MOU language with the

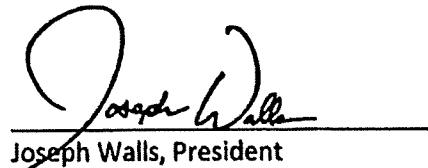
Section 23	Data	consist of the March to March change in the All Urban Consumer Price Index issued by the Department of Labor, Bureau of Labor Statistics for the LA / Riverside / Orange area. (PPPM 7-4.2)	<p>following:</p> <p>Cost of living data shall consist of the March to March change in the All Urban Consumer Price Index issued by the Department of Labor, Bureau of Labor Statistics for the Los Angeles-Long Beach-Anaheim area.</p> <p>[In January 2018, BLS introduced a new geographic area sample for the Consumer Price Index (CPI). See www.bls.gov/cpi/additional-resources/geographic-revision-2018.htm.]</p>
VI Section 1	Health Insurance	[No reference to 2021 rates. Current rate is \$1,495.76]	<p>Add to MOU the following:</p> <p>Effective January 1, 2021, the medical cap will be increased \$254.24 from \$1,495.76 to \$1750 per month.</p>

This Tentative Agreement is dated August 5, 2020 and shall be effective only upon adoption by the City Council of the City of Santa Fe Springs. Subject to the foregoing, this Tentative Agreement is hereby executed by the authorized representatives of the City and the Association.

City of Santa Fe Springs

Santa Fe Springs Firemen's Association, Inc.


Raymond R. Cruz, City Manager


Joseph Walls, President

APPENDIX A
SFSFFA REPRESENTED CLASSIFICATIONS AND SALARY RANGES

FIRE SAFETY UNIT

CHIEF OFFICERS UNIT

PAYROLL SYSTEM
TIME 10:24 AM

CITY OF SANTA FE SPRINGS
SALARY TABLES BY CLASS
EFFECTIVE DATE: 08/13/2020

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CLASS UNIT	JOB TITLE	STEP	MONTHLY	BI-WEEKLY	HOURLY	ANNUAL HOURS
01700 BAT	FIRE CHIEF	A- 1	6861.719	3166.947	39.587	2080.00
		B- 2	7220.896	3332.721	41.659	
		C- 3	7609.730	3512.183	43.902	
		D- 4	7991.974	3688.603	46.108	
		E- 5	8530.068	3936.954	49.212	
03000 BAT	BATTALION CHIEF	A- 1	6861.719	3166.947	28.276	2912.00
		B- 2	7220.896	3332.721	29.756	
		C- 3	7609.730	3512.183	31.359	
		D- 4	7991.974	3688.603	32.934	
		E- 5	8530.068	3936.954	35.151	

CLASS UNIT	JOB TITLE	STEP	MONTHLY	BI-WEEKLY	HOURLY	ANNUAL HOURS
12000 FIRE	DIR OF EPD-FPB	A- 1	9833.996	4538.767	56.735	2080.00
		B- 2	10330.474	4767.911	59.599	
		C- 3	10852.214	5008.714	62.609	
		D- 4	11379.448	5252.053	65.651	
		E- 5	11951.716	5516.177	68.952	
12200 FIRE	DEPUTY DIR EPD	A- 1	8378.614	3867.053	48.338	2080.00
12210 FIRE	DEPUTY FIRE MARSHAL	B- 2	8839.438	4079.741	50.997	
		C- 3	9325.606	4304.126	53.802	
		D- 4	9838.515	4540.853	56.761	
		E- 5	10379.633	4790.600	59.882	
12300 FIRE	FIRE&ENV SAF INSP II	A- 1	6793.892	3135.642	39.196	2080.00
		B- 2	7167.555	3308.102	41.351	
		C- 3	7561.770	3490.048	43.626	
		D- 4	7977.669	3682.001	46.025	
		E- 5	8416.441	3884.511	48.556	
12800 FIRE	FIRE CAPTAIN	A- 1	7991.974	3688.603	32.044	2992.86
		B- 2	8412.664	3882.768	33.731	
		C- 3	8877.287	4097.209	35.594	
		D- 4	9337.518	4309.624	37.439	
		E- 5	9847.176	4544.850	39.483	
13110 FIRE	EPD-FPB SPECIALIST	A- 1	7604.239	3509.649	43.871	2080.00
		B- 2	8008.451	3696.208	46.203	
		C- 3	8430.237	3890.879	48.636	
		D- 4	8877.287	4097.209	51.215	
		E- 5	9349.600	4315.200	53.940	
13810 FIRE	FIRE ENGINEER	A- 1	6861.719	3166.947	27.512	2992.86
		B- 2	7220.896	3332.721	28.952	
		C- 3	7609.730	3512.183	30.512	
		D- 4	7991.974	3688.603	32.044	
		E- 5	8530.068	3936.954	34.202	
14810 FIRE	FIRE/ENV SFT INSP I	A- 1	5899.519	2722.855	34.036	2080.00
		B- 2	6209.268	2865.816	35.823	
		C- 3	6534.396	3015.875	37.698	
		D- 4	6877.097	3174.045	39.676	
		E- 5	7238.471	3340.833	41.760	
15200 FIRE	FF/PARA II	A- 1	6844.042	3158.789	27.441	2992.86
		B- 2	7220.464	3332.522	28.951	
		C- 3	7617.589	3515.810	30.543	
		D- 4	8036.556	3709.180	32.223	
		E- 5	8478.567	3913.185	33.995	

PAYROLL SYSTEM
TIME 10:24 AM

CITY OF SANTA FE SPRINGS
SALARY TABLES BY CLASS
EFFECTIVE DATE: 08/13/2020

PAGE 3
DATE 08-06-2020

CLASS UNIT	JOB TITLE	STEP	MONTHLY	BI-WEEKLY	HOURLY	ANNUAL HOURS
15300 FIRE	FF/PARA I	A- 1	6486.721	2993.871	26.009	2992.86
		B- 2	6843.491	3158.534	27.439	
		C- 3	7219.883	3332.254	28.948	
		D- 4	7616.977	3515.528	30.541	
		E- 5	8035.911	3708.882	32.220	
15400 FIRE	FF/PARA TRAINEE	A- 1	6148.909	2837.958	24.654	2992.86
		B- 2	6487.099	2994.046	26.010	
		C- 3	6843.889	3158.718	27.441	
		D- 4	7220.303	3332.448	28.950	
		E- 5	7617.420	3515.732	30.542	
16200 FIRE	FIREFIGHTER	A- 1	5828.827	2690.228	23.371	2992.86
		B- 2	6149.413	2838.191	24.656	
		C- 3	6487.631	2994.291	26.012	
		D- 4	6844.451	3158.977	27.443	
		E- 5	7220.896	3332.721	28.952	

ATTACHMENT NO. 3



**TENTATIVE AGREEMENT BETWEEN THE CITY OF SANTA FE SPRINGS AND THE
SANTA FE SPRINGS EXECUTIVE, MANAGEMENT AND CONFIDENTIAL
EMPLOYEES ASSOCIATION
FOR A MEMORANDUM OF UNDERSTANDING
AUGUST 5, 2020**

The current labor agreement between the City of Santa Fe Springs ("City") and the Santa Fe Springs Executive, Management and Confidential Employees Association ("Association" OR "SFSEMCEA"), covering the period July 1, 2019 through June 30, 2020, expired by its own terms on June 30, 2020. The parties commenced negotiations on June 23, 2020 regarding a successor labor agreement pursuant to the Meyers-Milius-Brown Act ("MMBA") (Gov't Code Sections 3500 - 3511). The following Tentative Agreement for a successor Memorandum of Understanding between the City and the Association and its deal terms have been ratified by the Association, but remains subject to formal approval/adoption by the City Council per California Government Code Section 3505.1, which provides:

"If a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization or recognized employee organizations, the governing body shall vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting. A decision by the governing body to reject the tentative agreement shall not bar the filing of a charge of unfair practice for failure to meet and confer in good faith. If the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding."

All terms and conditions of the prior Association labor agreements shall be maintained unless expressly modified or changed herein until the successor MOU is jointly prepared by the parties, ratified by the Association and accepted, approved and adopted by City Council, which shall then supersede and replace this Tentative Agreement and the prior labor agreements.

DEAL POINTS

Article No.	Subject	Existing Agreement	Modified Agreement
1	Term	July 1, 2019 - June 30, 2020	This Tentative Agreement and the successor MOU shall cover the period from City Council Adoption of this Tentative Agreement through June 30, 2021.
2	Recognition	No Appendix or list of represented classifications / positions.	Appendix A reflects the list of represented classifications in each of the 3 represented bargaining units (Executive Unit, Management Unit and Confidential Unit).

3	Association Dues Deduction	No current language.	<p>New provision and new language to be incorporated in an MOU:</p> <p>In compliance with SB 866, 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.</p> <p>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.</p> <p>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.</p>
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4	New Employee Orientation/ Employee Information	[New][Per AB 119]	<p>New provision and new language to be incorporated in an MOU:</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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 employees of the ability to opt out of disclosing personal information to the Association.</p>
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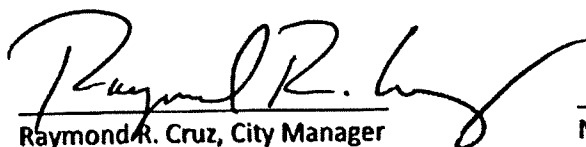
5	Salary	[No reference to FY 2020-21]	There will be no COLA or other compensation increases not already provided for in existing agreements or this Tentative Agreement. Add language to this effect in successor MOU.
6	Physical Fitness Incentive Program	Upon satisfactory completion of probation period, passage of physical fitness test and certification as being a non-smoker, an employee is eligible for an additional 5½% salary increase. There is an annual recertification.	Effective retroactive to July 1, 2020, Association represented employees shall not be eligible for participation in the City's Physical Fitness Incentive Program. Instead, represented employees shall all receive the "P" step seen as the series of columns under "Physical" in the salary schedule in their respective salary ranges as their new base salary without having to qualify or pass any health exam. See Appendix A for updated salary ranges by Unit and classification.
7	Cost of Living Data	Cost of living data shall consist of the March to March change in the All Urban Consumer Price Index issued by the Department of Labor, Bureau of Labor Statistics for the Los Angeles/Riverside/Orange area.	<p>Cost of living data shall consist of the March to March change in the All Urban Consumer Price Index issued by the Department of Labor, Bureau of Labor Statistics for the Los Angeles-Long Beach-Anaheim area.</p> <p>[In January 2018, BLS introduced a new geographic area sample for the Consumer Price Index (CPI). As part of the new sample, Los Angeles and Riverside have separate indexes. Additional information on the geographic revision is available at: www.bls.gov/cpi/additional-resources/geographic-revision-2018.htm.]</p>
8	Health/medical Insurance benefits cap	[No reference to 2021 rates]	<p>Effective From City Council Adoption, Tier 1 and Tier 2 benefits shall be eliminated and any agreements or MOU shall reflect the following consolidated full-time employee health benefit language:</p> <p>"The full-time medical benefit that the City will pay for medical insurance premiums for all Association represented employees and eligible dependents will be capped at \$1,498.14 per month effective January 1, 2020."</p>

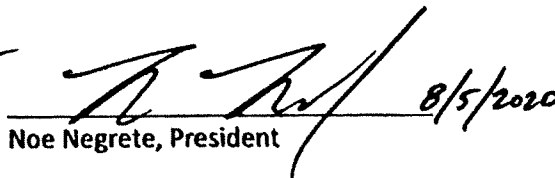
			Effective January 1, 2021, the medical cap will be increased by \$151.86 to \$1650 per month.
9	Vacation Cap & Reserve Vacation Bank	Effective July 1, 2014 the City agrees to restore the vacation cap for all Unit members to 240 hours;	As of November 1, 2020, the 240 hour vacation cap shall be reinstated and enforced going forward and all hours accrued in excess of 200 hours will be moved over to the Reserve Vacation Bank.
10	Vacation & Reserve Vacation Bank Cash-Out	Effective July 1, 2016, the annual current vacation hours eligible to be cashed out shall be as follows: Executive Members is 80 hrs. Management Members is 24 hrs. Confidential Members is 20 hrs.	Effective November 1, 2020, Unit members will be permitted an additional annual cash-out option from their accrued vacation leave hours from their Reserve Vacation Bank as follows: Reserve Vacation Accrual Bank: 40 hours once per fiscal year

This Tentative Agreement is dated August 5, 2020 and shall be effective only upon adoption by the City Council of the City of Santa Fe Springs. Subject to the foregoing, this Tentative Agreement is hereby executed by the authorized representatives of the City and the Association.

City of Santa Fe Springs

Santa Fe Springs Executive, Management & Confidential Employee's Association


Raymond R. Cruz, City Manager

 8/5/2020
Noe Negrete, President

APPENDIX A
SFSEMCEA REPRESENTED CLASSIFICATIONS AND SALARY RANGES

EXECUTIVE UNIT

MANAGEMENT UNIT

CONFIDENTIAL UNIT

PAYROLL SYSTEM
TIME 10:20 AM

CITY OF SANTA FE SPRINGS
SALARY TABLES BY CLASS
EFFECTIVE DATE: 08/13/2020

PAGE 1
DATE 08-06-2020

CLASS UNIT	JOB TITLE	STEP	MONTHLY	BI-WEEKLY	HOURLY	ANNUAL HOURS
02400 D/H	DIR COMM SVCS	A- 1	10549.056	4868.795	60.860	2080.00
02410 D/H	DIR PLANNING	B- 2	11129.011	5136.467	64.206	
		C- 3	11740.822	5418.841	67.736	
		D- 4	12386.683	5716.931	71.462	
		E- 5	13066.593	6030.735	75.384	
02700 D/H	DIR POLICE SERVICES	A- 1	9952.255	4593.348	57.417	2080.00
		B- 2	10801.688	4985.394	62.317	
		C- 3	11077.109	5112.512	63.906	
		D- 4	11686.350	5393.700	67.421	
		E- 5	12329.098	5690.353	71.129	
02800 D/H	DIR PUBLIC WORKS	A- 1	11748.510	5422.389	67.780	2080.00
02810 D/H	DIR FINANCE	B- 2	12394.371	5720.479	71.506	
		C- 3	13076.480	6035.298	75.441	
		D- 4	13795.933	6367.354	79.592	
		E- 5	14554.928	6717.659	83.971	
03900 MT	DIR TECHNOLOGY SVC M	A- 1	9195.824	4244.226	53.053	2080.00
03910 MT	DIR FISCAL SERVICES	B- 2	9701.088	4477.425	55.968	
		C- 3	10236.011	4724.313	59.054	
		D- 4	10797.294	4983.366	62.292	
		E- 5	11391.531	5257.630	65.720	
04000 MT	UTILITY SERVICES MGR	A- 1	9043.101	4173.739	52.172	2080.00
04010 MT	MUNI SERVICES MGR	B- 2	9540.471	4403.294	55.041	
		C- 3	10065.198	4645.476	58.068	
		D- 4	10618.783	4900.977	61.262	
		E- 5	11202.816	5170.530	64.632	
05000 MT	HUMAN RESOURCE MGR	A- 1	8716.920	4023.194	50.290	2080.00
05010 MT	FINANCE MANAGER	B- 2	9195.824	4244.226	53.053	
		C- 3	9702.188	4477.933	55.974	
		D- 4	10236.011	4724.313	59.054	
		E- 5	10797.294	4983.366	62.292	
05100 MT	CITY CLERK	A- 1	8623.700	3980.169	49.752	2080.00
		B- 2	9054.885	4179.178	52.240	
		C- 3	9507.629	4388.136	54.852	
		D- 4	9983.010	4607.543	57.594	
		E- 5	10482.161	4837.920	60.474	
05400 MT	DIR PURCHASING SVCS	A- 1	7531.745	3476.190	43.452	2080.00
05440 MT	LIBRARY SVCS DIV DIR	B- 2	7946.941	3667.819	45.848	
05450 MT	PARK & REC SVCS MGR	C- 3	8384.105	3869.587	48.370	
05460 MT	FAM & HUMAN SVCS MGR	D- 4	8845.434	4082.508	51.031	
		E- 5	9332.025	4307.088	53.839	

CLASS UNIT	JOB TITLE	STEP	MONTHLY	BI-WEEKLY	HOURLY	ANNUAL HOURS
12400 MT	CAPITAL IMPRVMTS MGR	A- 1	8380.145	3867.759	48.347	2080.00
		B- 2	8840.939	4080.433	51.005	
		C- 3	9327.311	4304.913	53.811	
		D- 4	9840.312	4541.682	56.771	
		E- 5	10381.530	4791.475	59.893	
12500 MT	ASST MUNI SVCS MGR	A- 1	7517.337	3469.540	43.369	2080.00
		B- 2	7930.789	3660.364	45.755	
		C- 3	8366.983	3861.684	48.271	
		D- 4	8827.169	4074.078	50.926	
		E- 5	9312.662	4298.152	53.727	
13400 MT	ACCOUNTING MANAGER	A- 1	7300.832	3369.615	42.120	2080.00
13410 CONF	SR BUDGET ANALYST C	B- 2	7702.378	3554.944	44.437	
		C- 3	8126.009	3750.466	46.881	
		D- 4	8572.940	3956.742	49.459	
		E- 5	9044.451	4174.362	52.180	
13910 MT	SENIOR PLANNER	A- 1	6723.320	3103.071	38.788	2080.00
		B- 2	7087.990	3271.380	40.892	
		C- 3	7475.725	3450.335	43.129	
		D- 4	7883.233	3638.415	45.480	
		E- 5	8312.708	3836.634	47.958	
14110 MT	SENIOR HR ANALYST	A- 1	6527.805	3012.833	37.660	2080.00
		B- 2	6877.097	3174.045	39.676	
		C- 3	7242.865	3342.861	41.786	
		D- 4	7632.798	3522.830	44.035	
		E- 5	8043.600	3712.431	46.405	
14200 MT	ASST TO DIR POL SVCS	A- 1	6055.492	2794.842	34.936	2080.00
		B- 2	6383.914	2946.422	36.830	
		C- 3	6733.205	3107.633	38.845	
		D- 4	7101.171	3277.464	40.968	
		E- 5	7487.808	3455.911	43.199	
14300 CONF	ACCOUNTANT	A- 1	5638.099	2602.200	32.527	2080.00
		B- 2	5937.962	2740.598	34.257	
		C- 3	6274.074	2895.726	36.197	
		D- 4	6622.267	3056.431	38.205	
		E- 5	6990.231	3226.260	40.328	
14500 CONF	SR MGMT ANALYST	A- 1	6527.805	3012.833	37.660	2080.00
		B- 2	6877.097	3174.045	39.676	
		C- 3	7242.865	3342.861	41.786	
		D- 4	7632.798	3522.830	44.035	
		E- 5	8043.600	3712.431	46.405	

CLASS UNIT	JOB TITLE	STEP	MONTHLY	BI-WEEKLY	HOURLY	ANNUAL HOURS
15500 CONF	HUMAN RESRCE ANALYST	A- 1	5559.015	2565.699	32.071	2080.00
		B- 2	5865.467	2707.139	33.839	
		C- 3	6187.300	2855.677	35.696	
		D- 4	6527.805	3012.833	37.660	
		E- 5	6885.884	3178.100	39.726	
15810 CONF	MGMT ANALYST II C	A- 1	5851.190	2700.549	33.757	2080.00
		B- 2	6174.119	2849.593	35.620	
		C- 3	6514.624	3006.750	37.584	
		D- 4	6872.703	3172.017	39.650	
		E- 5	7250.554	3346.410	41.830	
16100 CONF	MGMT ANALYST I C	A- 1	4950.499	2284.846	28.561	2080.00
		B- 2	5222.903	2410.571	30.132	
		C- 3	5509.586	2542.886	31.786	
		D- 4	5813.844	2683.313	33.541	
		E- 5	6132.381	2830.330	35.379	
16630 CONF	SEC TO CITY MGR & CC	A- 1	4582.534	2115.016	26.438	2080.00
		B- 2	4834.069	2231.109	27.889	
		C- 3	5099.882	2353.792	29.422	
		D- 4	5381.073	2483.572	31.045	
		E- 5	5676.543	2619.943	32.749	
16800 CONF	ACCOUNT CLERK SUPV	A- 1	5066.930	2338.583	29.232	2080.00
		B- 2	5344.825	2466.842	30.836	
		C- 3	5633.705	2600.172	32.502	
		D- 4	5950.045	2746.175	34.327	
		E- 5	6274.074	2895.726	36.197	
16990 CONF	PUB RELATIONS SPEC	A- 1	4745.097	2190.045	27.376	2080.00
		B- 2	5005.419	2310.193	28.877	
		C- 3	5280.019	2436.932	30.462	
		D- 4	5571.096	2571.275	32.141	
		E- 5	5877.550	2712.715	33.909	
17260 CONF	ACCOUNT CLERK III C	A- 1	4462.808	2059.758	25.747	2080.00
17270 CONF	CITY CLERK TECH C	B- 2	4708.851	2173.316	27.166	
		C- 3	4966.975	2292.450	28.656	
		D- 4	5243.772	2420.202	30.253	
		E- 5	5526.062	2550.490	31.881	
18820 CONF	HUMAN RSRC ASSISTANT	A- 1	3601.661	1662.305	20.779	2080.00
		B- 2	3801.571	1754.571	21.932	
		C- 3	4003.676	1847.850	23.098	
		D- 4	4216.767	1946.200	24.328	
		E- 5	4457.316	2057.223	25.715	