



# AGENDA

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

**May 18, 2021  
6:00 P.M.**

Council Chambers  
11710 Telegraph Road  
Santa Fe Springs, CA 90670

**TELECONFERENCE LOCATION**

1301 Carmelo Drive  
Oceanside, CA 92049

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

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

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

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

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

1. **CALL TO ORDER**

2. **ROLL CALL**

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

3. **INVOCATION**

4. **PLEDGE OF ALLEGIANCE**

5. **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.*

**PUBLIC FINANCING AUTHORITY**

6. **CONSENT AGENDA**

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

a. Minutes of the April 20, 2021 Public Financing Authority Meetings (City Clerk)

**Recommendation:**

- Approve the minutes as submitted.

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

**Recommendation:**

- Receive and file the report.

**WATER UTILITY AUTHORITY**

7. **CONSENT AGENDA**

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

a. Minutes of the April 20, 2021 Water Utility Authority Meetings (City Clerk)

**Recommendation:**

- Approve the minutes as submitted.

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

**Recommendation:**

- Receive and file the report.

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

**Recommendation:**

- Receive and file the report.

**NEW BUSINESS**

8. Water Well No. 2 Assessment – Request for Proposal (Public Works)

**Recommendation:**

- Authorize the Director of Public Works to issue a Request for Proposal for Water Well No. 2 Assessment.

9. On-Call Emergency Water Repair Services – Issue a Request or Proposal (Public Works)

**Recommendation:**

- Authorize the Director of Public Works to issue a Request for Proposal for On-Call Emergency Water Repair Services.

10. Water Storage Tank Cathodic Protection Systems – Issue a Purchase Order (Public Works)

**Recommendation:**

- Add the Water Storage Tank Cathodic Protection Systems to the Capital Improvement Plan (CIP);
- Appropriate \$21,854 from the Water Reserve/CIP Funds to the Water Storage Tank Cathodic Protection Systems;
- Accepts the bids; and
- Authorize the Director of Purchasing to issue a Purchase Order for Cathodic Protection Systems for Two Water Storage Tanks for \$21,854.00.

**HOUSING SUCCESSOR**

11. **CONSENT AGENDA**

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

Minutes of the April 20, 2021 Housing Successor Meetings (City Clerk)

**Recommendation:**

- Approve the minutes as submitted.

**SUCCESSOR AGENCY**

12. **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 April 20, 2021 Successor Agency Meetings (City Clerk)

**Recommendation:**

- Approve the minutes as submitted.

**CITY COUNCIL**

13.

**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 May 2, 2021 and April 20, 2021 Regular and Special City Council Meetings (City Clerk)

**Recommendation:**

- Approve the minutes as submitted.

- b. Quarterly Treasurer’s Report of Investments for the Quarter Ended March 31, 2021 (City Clerk)

**Recommendation:**

- Receive and file the report.

- c. Approval of the Memorandum of Understanding (MOU) between the City of Santa Fe Springs and the Santa Fe Springs City Employees’ Association (SFSCEA) and the Santa Fe Springs Firemens’ Association (SFSFA), effective July 1, 2020 – June 30, 2021 (Finance)

**Recommendation:**

- Approve the Fiscal Year 2020-21 MOU between the City of Santa Fe Springs and the Santa Fe Springs City Employees’ Association (SFSCEA), effective July 1, 2020 - June 30, 2021.
- Approve the Fiscal Year 2020-21 MOU between the City of Santa Fe Springs and the Santa Fe Springs Firemens’ Association, Inc. (SFSFA), effective July 1, 2020 – June 30, 2021.

**NEW BUSINESS**

14.

Heritage Arts Advisory Committee (HAAC) Recommendation for Cancellation of 2021 SFS Art Fest Event (Community Services)

**Recommendation:**

- Approve the cancellation of the Professional Services Agreement and Amendment Number One to the Professional Services Agreement with Crepes & Grapes, LLC. for 2021 SFS Art Fest.

15.

Approval of Memorandum of Understanding between the City of Santa Fe Springs and Empowered 4 Life Foundation (Community Services)

**Recommendation:**

- Approve a two-year Memorandum of Understanding with Empowered 4 Life to provide no cost meals for the City’s Teen Program and Summer Free Lunch Program at the parks.

16. New Proposed Locations for Fitness Court at Los Nietos Park (Community Services)  
**Recommendation:**
- Provide staff with direction in regards to a new location for the Fitness Court previously approved for Los Nietos Park.
17. Approval of Modified Agreement with Active Network for Recreation Management Software (Community Services)  
**Recommendation:**
- Approve the Modified Agreement with Active Network in a final form approved by the City Attorney’s office.
  - Authorize the City Manager to sign the agreement on behalf of the City.
18. Approve the Purchase of Additional Audio and Visual Equipment and Installation for the City Council Chamber Audio Visual System (Finance)  
**Recommendation:**
- Issue a Purchase Order to Western Audio Visual in the amount of \$41,974.87;
  - Appropriate \$41,974.87 from the General Fund Unassigned Reserve to the Finance Nonrecurring budget account; and
  - Authorize the Director of Purchasing to execute the Purchase Order.
19. Approve the Purchase of a Replacement for the City’s Core Networking Switch (Finance)  
**Recommendation:**
- Issue a Purchase Order to Lanair Group, LLC in the amount of \$49,363.67;
  - Authorize the Director of Purchasing to execute the Purchase Order.
20. Consideration of a Resolution Expressing a Vote of No Confidence in Los Angeles County District Attorney George Gascón’s Special Directives (City Manager)  
**Recommendation:**
- Discussion and consideration of Resolution No. 9713, A Resolution Expressing a Vote of No Confidence in Los Angeles County District Attorney George Gascón’s Special Directives.
21. Little Lake Park Bus Stop 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.
22. **CITY MANAGER’S AND EXECUTIVE TEAM REPORTS**
23. **PRESENTATIONS**
- a. Proclamation - Proclaiming May 9-15, 2021 as “Law Enforcement Week” (Police Services)

# City of Santa Fe Springs

Regular Meetings

May 18, 2021

24. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

25. COUNCIL COMMENTS

## CLOSED SESSION

26. CONFERENCE WITH LABOR NEGOTIATORS

(Pursuant to California Government Code Section 54957.6)

**Agency Designated Representatives:** City Manager, Labor Negotiator Colin Tanner.

**Employee Organizations:** Santa Fe Springs City Employees' Association, Santa Fe Springs Firefighters' Association, and Santa Fe Springs Executive, Management and Confidential Employees' Association

27. CLOSED SESSION REPORT

28. 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](http://www.santafesprings.org); and the Town Center Plaza (Kiosk), 11740 Telegraph Road, not less than 72 hours prior to the meeting.

  
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Janet Martinez, CMC, City Clerk

May 13, 2021  
Date Posted

**FOR ITEM NO. 6A  
PLEASE SEE ITEM NO. 13A**



**CONSENT CALENDAR**

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

**RECOMMENDATION**

Receive and file the report.

**BACKGROUND**

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

Consolidated Redevelopment Project 2006-A Tax Allocation Bonds

Financing proceeds available for appropriation at 4/30/2021	None
Outstanding principal at 4/30/2021	\$41,001,082

Bond Repayment

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

Unspent Bond Proceeds

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

2016 Bond Refunding

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

2017 Bond Refunding

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



Raymond R. Cruz  
City Manager/Executive Director

**FOR ITEM NO. 7A  
PLEASE SEE ITEM NO. 13A**



**CONSENT CALENDAR**

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

**RECOMMENDATION**

Receive and file the report.

**BACKGROUND**

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

Water Revenue Bonds, 2013

Financing proceeds available for appropriation at 4/30/2021	None
Outstanding principal at 4/30/2021	\$6,890,000

Water Revenue Bonds, 2018

Financing proceeds available for appropriation at 4/30/2021	None
Outstanding principal at 4/30/2021	\$1,225,000

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

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

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

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



Raymond R. Cruz  
City Manager/Executive Director



**CONSENT AGENDA**

**Status Update of Water-Related Capital Improvement Projects**

**RECOMMENDATION**

- Receive and file the report.

**BACKGROUND**

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

**Water Storage Tank Cathodic Protection Systems**

The Water Utility Authority owns and operates two 4-million gallon water storage tanks which were constructed in 1973 of welded steel. In September 2016 staff had a corrosion engineering evaluation performed on both tanks, which found the tanks to be in overall good condition with minor to moderate corrosion in certain areas. The evaluation recommended the replacement of the old, inoperable Cathodic Protection (CP) systems currently installed, to prevent further corrosion and prolong the usable life of the two water storage tanks.

**On-Call Emergency Water Repair Services**

Staff at times must perform emergency pipeline repair and replacement work that exceeds staff's ability and capacity to address internally. Representative projects typically consist of larger diameter pipelines (i.e. greater than 12" diameter), pipelines located in congested thoroughfares, and deeper installations requiring protective shoring. A separate item on the agenda is requesting the issuance of a Request for Proposals to provide On-Call Emergency Water Repair Services.

**Water Well No. 2 Assessment Status Update**

Constructed in 1963, Water Well No. 2 has been inactive since 2006 due to a change in water quality requirements from the State Water Board. City staff is evaluating whether this well has the potential to be brought back online at a reduced cost as compared to the water treatment for Water Well No. 12. A separate item on the agenda is requesting the issuance of a Request for Proposals to provide an assessment of Water Well No. 2.

**New Water Well Partnership**

City staff is studying the feasibility of forming a partnership with the City of Pico Rivera and the City of Whittier to drill and equip a new groundwater well North of Santa Fe Springs in the City of Pico Rivera. The areas considered, near the Whittier Narrows, have been shown to historically provide groundwater that requires little to no treatment. If treatment is necessary, there should be an available area to install treatment facilities. Staff anticipates bringing this item back to the June Water Utility Authority meeting for discussion.

Report Submitted By:

Noe Negrete  
Director of Public Works

A handwritten signature in blue ink, appearing to be "N. Negrete".

Date of Report: May 13, 2021

**FISCAL IMPACT**

The Water Storage Tank Cathodic Protection Systems will require an appropriation of \$21,854.00 from the Water Reserve/CIP Funds.

The cost for emergency water repair services will be budgeted in the Fiscal Year 2021/22 Water Operation and Maintenance Budget. An amount of \$40,000 will be budgeted.

Staff will request the WUA to appropriate funding from the Water Reserve / Capital Improvement Plan (CIP) Fund for the consulting services when the contract award is approved. The total project cost including assessment, well pump removal, inspection, and contingency is \$112,000.

The water well partnership with the City of Pico Rivera and the City of Whittier is not an approved Water Capital Improvement Project. The cost to develop, operate, and maintain the well will be shared among the three Cities, which will provide significant cost savings as compared to Santa Fe Springs taking on this project alone. As staff evaluates whether to move forward with this project, the funding will be addressed at that time. Sufficient funding is available in the Water CIP Fund.

**INFRASTRUCTURE IMPACT**

Replacing the Cathodic Protection Systems at both water storage tanks will help prevent corrosion and premature failure. With a replacement cost of \$2,000,000 for each water storage tank, CP systems are a cost-effective approach to maximizing the useful life and preventing possible water quality issues.

Having an On-Call Emergency Water Repair Services contract in place with multiple pipeline contractors to perform emergency and routine work provides the City with the ability to augment staff with experienced and capable contractors in emergencies. Having contracts in place also provides a consistent framework for pricing and ensures timely repairs and minimal water outages.

A comprehensive assessment of Well No. 2 will provide Staff the information needed to determine if the well can be rehabilitated and if treatment is necessary. This project has the potential to allow the City to once again deliver high-quality groundwater and reduce the City's dependence on costly imported water from the Metropolitan Water District of Southern California.

The water well partnership with the City of Pico Rivera and the City of Whittier will reduce the amount of costly imported water the City needs to purchase from the Metropolitan Water District of Southern California and potentially provide for a local groundwater source of potable water.



Raymond R. Cruz  
Executive Director

**Attachments:**

None



**NEW BUSINESS**

Water Well No. 2 Assessment – Request for Proposal

**RECOMMENDATION**

- Authorize the Director of Public Works to issue a Request for Proposal for Water Well No. 2 Assessment.

**BACKGROUND**

Water Well No. 2 is located at 15517 Carmenita Road, Santa Fe Springs. The well was constructed in 1963 and provided approximately 1,800 Gallons per Minute (GPM) of groundwater to the City until 2006 when the United States EPA lowered the Maximum Contaminant Level (MCL) for Arsenic in drinking water. Well No. 2 was taken out of service in 2006 due to the Arsenic levels now minimally exceeding the new MCL. City staff has ceased pumping operations at Water Well No. 2 pending well rehabilitation or possible abandonment.

Staff is recommending that the WUA retain consultant services to assess and prepare technical specifications for water well assessment. Well assessment consists of but is not limited to casing inspection, dynamic flow and chemistry testing and profiling, isolation zone testing, and development of potential well zone sealing remedies. A well isolation zone is a specific area where a well receives its' water from. Instead of getting water from different depths, a specific depth is targeted and a perforated well casing is placed only at that depth of the well. If the water from a particular well isolation zone is determined to be contaminated, this area of the well can be sealed using one of several available technologies. Due to the complexity and variations of the water well design, well isolation zone testing and well zone sealing require outside expertise to assess and evaluate.

**FISCAL IMPACT**

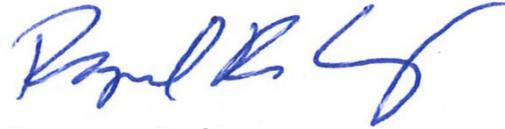
Staff will request the WUA to appropriate funding from the Water Capital Improvement Plan (CIP) Fund for the consulting services when the contract award is approved.

The estimated cost of the Water Well No. 2 Assessment project is \$90,000. The total project cost including assessment, well pump removal, inspection, and contingency is \$112,000. The estimate is derived from informal quotes and previous projects. The total project cost breakdown is itemized below:

<b><u>ITEM</u></b>	<b><u>BUDGET</u></b>
Well Assessment	\$ 90,000
Inspection (10%)	\$ 9,000
Contingency (15%)	\$ 13,000
<b>Total Construction Cost:</b>	<b>\$ 112,000</b>

**INFRASTRUCTURE IMPACT**

Upon completion of the project, the City will be able to make an informed decision to either rehabilitate the well or properly abandon it. If rehabilitated, Water Well No. 2 has the potential to be a source of safe drinking water for residents and businesses. As a rehabilitated source of water, Water Well No. 2 will improve system reliability and efficiency throughout the City's distribution network. Further, it will reduce the City's need to purchase imported water from Metropolitan Water District (MWD), which increases rates annually.



Raymond R. Cruz  
Executive Director

**Attachment:**

Attachment No. 1: Request for Proposal

# **CITY OF SANTA FE SPRINGS**

## **REQUEST FOR PROPOSALS**

### **WATER WELL No. 2 ASSESSMENT**



**DEPARTMENT OF PUBLIC WORKS**

**INQUIRIES REGARDING THIS PROJECT  
MAY BE DIRECTED TO:**

**Jesse Sira, Project Manager  
City of Santa Fe Springs  
11710 Telegraph Road  
Santa Fe Springs, CA 90670  
Phone: (562) 941-5484, Extension 3607**

## REQUEST FOR PROPOSALS

### WATER WELL No. 2 ASSESSMENT

The City of Santa Fe Springs Water Utility Authority (AGENCY) is seeking the services of a qualified, experienced Consultant to: evaluate Water Well No. 2 motor, pump, and casing, and all related components for defects or deterioration, perform video camera inspection of well casing during both static and pumping conditions, test for and quantify contaminants which may be present in the aquifer(s), and prepare a profiling report.

The AGENCY will select a Consultant that can demonstrate proven capabilities for performing video camera surveys, dynamic and steady state flow and chemistry testing. The proposal should also include the firm's other recent related experience with innovative approaches to evaluating a production well.

Proposers are requested to submit their proposals and written statements of technical qualifications for completing the work in accordance with and as specified in this Request for Proposals (RFP). Failure to comply with the requirements identified in the RFP may render a proposal non-responsive. The specific services requested are described in the Scope of Services included in this RFP.

The AGENCY invites proposals for the above-stated services and will receive such proposals in the Director of Public Works Office, City of Santa Fe Springs, 11710 Telegraph Road, Santa Fe Springs, California 90670, **until 3:00 p.m. on June 22, 2021**. Interested proposers must submit four (4) copies of their proposal labeled **“WATER WELL No. 2 ASSESSMENT”** to:

Noe Negrete  
Director of Public Works  
City of Santa Fe Springs  
11710 Telegraph Road  
Santa Fe Springs, CA 90670

Proposals received after the time and date specified above will not be accepted and will be returned to the proposer unopened. No pre-submittal meeting has been scheduled for this project.

The AGENCY reserves the right to reject any or all proposals, to waive any irregularity in any proposal received, and to be the sole judge of the merits of the respective proposals received and to take all proposals under advisement for a period of 45 days. The award, if made, will be made to the Consultant whose proposal best meets the technical requirements of the RFP as determined by the AGENCY. The proposal submitted by the selected Consultant shall be incorporated as part of the final contract accordingly.

All questions regarding this project must be directed to Project Manager, Jesse Sira at (562) 941-5484.

**INSTRUCTIONS**

**REQUEST FOR PROPOSALS**

**1. PROPOSED SCHEDULE**

<u>DESCRIPTION</u>	<u>DATE/TIME</u>
Request for RFP Released	Monday, May 24, 2021
Deadline to Submit Questions	Tuesday, June 8, 2021 – 3:00 p.m.
Deadline to Receive RFP	Tuesday, June 22, 2021 – 3:00 p.m.

The AGENCY reserves the right to modify any element of the timeline should that become necessary.

**2. PRE-SUBMITTAL MEETING**

No Pre-Submittal Meeting has been scheduled for this project.

**3. SUBMISSION OF RFP**

**To be considered, the RFP must be received by the Department of Public Works, City of Santa Fe Springs, by 3:00 p.m. on Tuesday, June 22, 2021.**

Consultants must submit four (4) copies of their Proposal labeled:

**“REQUEST FOR PROPOSALS FOR WATER WELL No. 2 ASSESSMENT”** to:

Noe Negrete  
Director of Public Works  
City of Santa Fe Springs  
11710 Telegraph Road  
Santa Fe Springs, CA 90670-3658

RFP and amendments to RFP, received after the date and time specified above will not be accepted and will be returned to the Consultant unopened.

**4. DISSEMINATION OF REQUEST FOR PROPOSALS (RFP) INFORMATION**

From time to time, the AGENCY may issue responses to requests for clarifications, questions, comments, and addenda to this RFP, or other material related to this solicitation. **By submitting an RFP, Consultant is deemed to have constructive knowledge and notice of all information pertaining to this RFP.**

**5. ADDENDA TO THE RFP**

Any change(s) to the requirements of this RFP initiated by the AGENCY will be made by written addenda to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into and made a part of the terms and conditions of any resulting Agreement.

The AGENCY will not be bound to any modifications to or deviations from the requirements set forth in this RFP unless they have been documented by addenda to this RFP. Consultants will be required to document in the RFP that they are aware of all addenda issued, if any, by the AGENCY.

6. **QUESTIONS AND REQUESTS FOR CLARIFICATIONS**

a. **Contact Person for the Project**

All questions or contacts regarding this RFP must be directed to Jesse Sira, who can be reached at (562) 941-5484, ext. 3607 or via email at [jessesira@santafesprings.org](mailto:jessesira@santafesprings.org).

b. **Clarifications of the RFP**

Consultants are encouraged to promptly notify Mr. Sira of any apparent errors or inconsistencies in the RFP. If a Consultant requires clarifications to this RFP, the Consultant shall notify the AGENCY in writing in accordance with Subsection "A" above. Should it be found that the point in question is not clearly and fully set forth in the RFP, a written addendum clarifying the matter will be issued.

c. **Submitting Requests**

**All questions must be submitted to the AGENCY by 3:00 p.m. on Tuesday June 8, 2021.** The AGENCY is not responsible for failure to respond to a request or question that has not been labeled correctly. Questions can be submitted via U.S. Mail, Personal Courier, Fax or Email as long as they are received no later than the date and time specified above. The AGENCY is not liable for any late arrivals due to courier method or electronic delivery.

**Requests for clarifications, questions and comments received after 3:00 p.m. on Tuesday June 8, 2021 will not be responded to.**

d. **Agency Responses**

The AGENCY, in its sole discretion, will respond to requests for clarifications, questions and comments. Responses will be emailed to proposers on or before 5:00 p.m. on June 15, 2021.

7. **COST OF RFP PREPARATION**

Any party responding to this RFP shall do so at their own risk and cost. The AGENCY shall not, under any circumstances, be liable for any pre-contractual expenses incurred by any Consultant who elects to submit an RFP in response to this RFP or by any Consultant that is selected for Professional Services Agreement. Pre-Agreement expenses are defined as expenses incurred by Consultants in:

- Preparing an RFP and related information in response to this RFP;
- Submitting an RFP to the AGENCY;
- Negotiations with the AGENCY on any matter related to this RFP;
- Costs associated with interviews, meetings, travel or presentations; or

- Any and all other expenses incurred by a Consultant prior to the date of award, if any, of a Professional Services Agreement

The AGENCY will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind, which may be incurred by the Consultant.

**8. CONFLICT OF INTEREST**

By responding to this RFP, each Consultant represents to the best of its knowledge that:

- Neither Consultant, nor any of its affiliates, proposed subconsultants, and associated staff, have communicated with any member of the AGENCY since the release of this RFP on any matter related to this RFP except to the extent specified in this RFP;
- Neither Consultant, nor any of its affiliates, proposed subconsultants and associated staff, has obtained or used any information regarding this RFP and the proposed Scope of Work that has not been generally available to all Consultants, and
- No conflict of interest exists under any applicable statute or regulation or as a result of any past or current contractual relationship with the AGENCY;
- Neither Consultant, nor any of its affiliates, proposed subconsultants, or associated staff, have any financial interest in any property that will be affected by any of the potential Agency projects.

**9. KEY PERSONNEL**

It is imperative that key personnel proposed to provide services have the background, experience and qualifications to properly undertake all necessary services for the successful completion of the Scope of Work. The Consultant must identify all proposed key personnel in its Proposal.

The AGENCY reserves the right to approve all key personnel individually for any and all projects authorized by the AGENCY as a result of this solicitation. After a Professional Services Agreement has been executed, Consultant may not replace any key staff without written approval from the AGENCY. The AGENCY must approve replacement staff before a substitute person is assigned to a project. The AGENCY reserves the right to require the Consultant to replace a staff person assigned to the contract should the AGENCY consider replacement to be for the good of the project. Replacement staff will be subject to the AGENCY's approval prior to assignment by Consultant.

**10. BASIS FOR AWARD OF CONTRACT**

The AGENCY intends to select the Consultant on the basis of demonstrated competence and professional qualifications in accordance with applicable State and Federal regulations. To that end, a Professional Services Agreement will be awarded to the Consultant whose RFP best meet the requirements of the Scope of Work as determined by the AGENCY. The RFP submitted by Consultant shall be incorporated as part of the respective Professional Services Agreement.

**11. TERM OF AGREEMENT**

The AGENCY will compensate the Consultant for actual hours worked by assigned personnel on a monthly basis. For each approved project task, the consultant will provide an invoice clearly documenting the services performed each day and the number of hours worked. Compensation will be based on the Schedule of Hourly rates.

**12. REQUIRED FORMAT FOR PROPOSALS**

The AGENCY is requiring all proposals submitted in response to this RFP to follow a specific format. The Proposal, including the Appendices, shall not exceed thirty (30) pages in length, utilizing 8.5" x 11" pages with one-inch margins. As an exception, 11" x 17" pages may be used to display organizational charts. Font size shall not be smaller than 12 point for text or eight (8) point for graphics. Dividers used to separate sections will not be counted. Creative use of dividers to portray team qualifications, etc. is discouraged.

Consultants are required to prepare their written proposals in accordance with the instructions outlined below. Deviations from these instructions may be construed as non-responsive and may be cause for disqualification. Emphasis should be placed on accuracy, completeness, and clarity of content.

The written proposal should be organized as described below. Each section of the written proposal should contain the title of that section, with the response following the title. The following are the required titles with a brief statement as to that section's desired content:

**A. Letter of Offer**

The Letter of Offer shall be addressed to Noe Negrete, Director of Public Works, City of Santa Fe Springs, and at a minimum, must contain the following:

- Identification of Consulting firm or individual, including name, address and telephone number.
- Name, title, address, and telephone number of Contact Person.
- Federal Tax ID or Social Security No. for firm or individual.
- A statement to the effect that the Proposal shall remain valid for a period of not less than 90 calendar days from the date of submittal.
- Identification of all proposed sub-consultants or subcontractors, including legal name of the company, address and contact person.
- Acknowledgement that Consultant is obligated by all addenda to this RFP.
- Signature of a person authorized to bind Consulting firm to the terms of the RFP.
- Signed statement attesting that all information submitted with the Proposal is true and correct.

**B. Qualifications of the Firm**

This section of the Proposal shall explain the ability of the Consultant to satisfactorily perform the Scope of Work. More specifically, in this section, the Consultant shall:

- Provide a profile of the Consultant including the types of services offered; the year founded; form of organization (corporate, partnership, sole proprietorship); number, size and location of offices; number of employees.
- Provide a detailed description of Consultant’s financial condition, including any conditions (e.g., bankruptcy, pending litigation, outstanding claims in excess of twenty-five thousand dollars (\$25,000) for or against the firm; planned office closures or mergers that may impede Consultant’s ability to provide professional consulting services.
- Provide a list of previous projects in which the Consultant and subconsultants have worked together. The list should clearly identify the previous projects and include a summary of the roles and responsibilities of each party.
- Provide information on the strength and stability of the Consultant; current staffing capability and availability; current work load; and proven record of meeting schedules on similar types of projects.

**C. Proposed Staffing**

This section should identify key personnel to be assigned and their qualifications and experience. The Proposal should include brief resumes, not more than two (2) pages for each individual.

A statement that key personnel will be available to the extent proposed for the duration of the Professional Services Agreement and an acknowledgement that no person assigned to a project shall be removed or replaced without the prior written concurrence of the AGENCY.

**D. Consultants and/or Sub-consultants**

The AGENCY desires to enter into a Professional Services Agreement with a Consultant that will be responsible for all work, products, and services. There is to be no assignment of any aspect of assigned projects without the prior written authorization of the AGENCY. If the Consultant plans on using subcontractors, then company profile, name, address, and telephone for all subcontractors providing support during the term of the Professional Service Agreement is required. Define the responsibilities and give a description of services to be provided by subcontractors. Describe the Consultant’s business and reporting relationship with any subcontractors. Include references and resumes for all third party Firms in the RFP. The AGENCY has the right to accept or reject any changes made to the proposed project team members, including the use of subcontractors.

**E. Work Approach**

This section of the Proposal shall include a narrative that addresses the Scope of Work and demonstrates that Consultant understands the Scope of Work. More specifically, the RFP should include the Consultant's general approach for providing the services specified in the Scope of Work. The work approach shall be of sufficient detail to demonstrate Consultant's ability to accomplish the Water Well No. 2 Assessment.

**F. Client References**

List the three (3) most recent similar clients (including name, address, contact person, and phone number). For each client provide a description of projects completed and their location. The AGENCY is most interested in California municipality clients and may randomly select agencies to contact from the list as part of the evaluation process.

**G. Rights to Materials**

All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the Consultant that are submitted as part of the RFP and not withdrawn shall, upon receipt by AGENCY, become property of AGENCY.

**H. Schedule of Hourly Rates**

The RFP shall include a Schedule of Hourly Rates that identifies the job titles of all personnel to be assigned to the AGENCY projects. Hourly rates will reflect all costs for office overhead, including direct and indirect costs. The Schedule of Hourly Rates shall remain fixed for the term of the Professional Services Agreement.

**13. RFP EVALUATION PROCESS AND CRITERIA**

**1. GENERAL**

The RFP will be evaluated based on the information and qualifications presented, reference checks, and other information, which may be gathered independently. Requests for clarification and/or additional information from any Consultant may be requested at any point in the evaluation process. Pricing (hourly rates) will be an important criterion; however, the AGENCY reserves the right to select a firm that presents the best qualifications, but not necessarily the lowest price.

**2. EVALUATION CRITERIA**

1. Completeness of RFP.
2. Consultant and key personnel's experience in performing similar work.
3. Consultant and key personnel's record in accomplishing work assignment for projects.
4. Consultant's demonstrated understanding of the Scope of Work.

5. Quality of work previously performed by the firm as verified by reference checks.
6. Relevant project experience.
7. Schedule of Hourly Rates.

**C. EVALUATION PROCESS**

After evaluating all RFP received, the AGENCY will rank the firms and the most qualified firms will be invited to an interview if necessary with the AGENCY evaluation committee.

**D. INTERVIEW**

For the interview if necessary, the Consultant should have available the project manager and key personnel to discuss the following:

1. Major elements of the RFP
2. Description of related experience for Consultant
3. Description of related experience for key personnel

**E. FINAL SELECTION**

The final selection will be the Consultant which, as determined by the AGENCY, is the most responsive and responsible, meets the AGENCY's requirements in providing professional consulting services, and is in the AGENCY's best interest. The AGENCY maintains the sole and exclusive right to evaluate the merits of the RFP received.

**14. EXCEPTIONS OR ADDITIONS**

The RFP shall include a detailed description of all of the exceptions to the provisions and conditions of this RFP upon which the Consultant's submittal is contingent and which shall take precedence over this RFP.

**15. INSURANCE REQUIREMENTS**

Prior to executing a Professional Services Agreement, the Consultant will be required to submit to the City the required insurance certificates.

The Consultant shall indemnify and hold AGENCY and its officers, agents, employees, and assigns harmless from any liability imposed for injury whether arising before or after completion of work hereunder or in any manner directly or indirectly caused, occasioned, or contributed to, or claims to be caused, occasioned, or contributed to, in whole or in part, by reason of any act or omission, including strict liability or negligence of Consultant, or of anyone acting under Consultant's direction or control or on its behalf, in connection with, or incident to, or arising out of the performance of the Professional Services Agreement.

The Consultant selected will be required to maintain the following levels of insurance coverage for the duration of the services provided, as well as any sub-consultants hired by the Consultant:

- Worker's Compensation insurance with statutory limits, and employer's liability insurance with limits not less than \$1,000,000 per accident
- Commercial general liability insurance or equivalent form, with a combined single limit of not less than \$2,000,000 per occurrence
- Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$2,000,000 per occurrence.

**16. RIGHTS OF THE AGENCY**

The AGENCY reserves the right, in its sole discretion and without prior notice, to terminate this RFP; to issue subsequent RFPs; to procure any project-related service by other means; to modify the Scope of Work; to modify the AGENCY's obligations or selection criteria; or take other actions needed to meet the AGENCY's goals. In addition, the AGENCY reserves the following rights:

- The right to accept or reject any and all RFP, or any item or part thereof, or to waive any informalities or irregularities in any RFP.
- The right to amend, withdraw or cancel this RFP at any time without prior notice.
- The right to request or obtain additional information about any and all RFP.
- The right to conduct a back-ground checks of any Consultant. This may include, but is not limited to, contacting individuals and organizations regarding capabilities and experience of the Consultant.
- The right to waive minor discrepancies, informalities and/or irregularities in the RFP or in the requirements for submission of an RFP.
- The right to modify the response requirements for this RFP. This may include a requirement to submit additional information; an extension of the due date for submittals; and modification of any part of this RFP, including timing of RFP decisions and the schedule.
- The right to disqualify any Consultant on the basis of real or perceived conflict of interest that is disclosed or revealed by information available to the AGENCY.
- The right at any time, subject only to restrictions imposed by a written contractual agreement, to terminate negotiations with any Consultant and to negotiate with other Consultants who are deemed qualified.
- Although cost is an important factor in deciding which Consultant will be selected, it is only one of the criteria used to evaluate RFP. The AGENCY reserves the

absolute right, in its sole discretion, to award a Professional Services Agreement, if any, which under all the circumstances will best serve the public interest.

- The AGENCY reserves the right to reject any or all RFP or to make no award at all, to determine whether any alternate RFP are equal to the specifications and general requirements, and to accept RFP with minor variations from the RFP and/or conditions. The AGENCY reserves the right to negotiate for a higher level, lower level or additional Scope of Work.

This RFP is not a contract or commitment of any kind by the AGENCY. This RFP does not commit the AGENCY to enter into negotiations with any Consultant and the AGENCY makes no representations that any Professional Services Agreement will be awarded to any Consultant that responds to this RFP. RFP received by the AGENCY are public information and will be made available to any person upon request after the AGENCY has completed the RFP evaluation process. Submitted RFP are not to be copyrighted.

Should a Professional Services Agreement be subsequently entered into between the AGENCY and Consultant, it shall be duly noted that entering into such an Agreement shall be interpreted, construed, and given effect in all respects according to the laws of the State of California.

#### **Waiver of RFP**

RFP may be withdrawn by submitting written notice to the AGENCY's Contact Person at any time prior to the submittal deadline. Upon submission, the RFP and all collateral material shall become the property of the AGENCY.

#### **17. CALIFORNIA PUBLIC RECORDS ACT DISCLOSURES**

The Consultant acknowledges that all information submitted in response to this RFP is subject to public inspection under the California Public Records Act unless exempted by law. If the Consultant believes any information submitted should be protected from such disclosure due to its confidential, proprietary nature or other reasons, it must identify such information and the basis for the belief in its disclosure. **Any RFP submitted with a blanket statement or limitation that would prohibit or limit such public inspection shall be considered non-responsive and shall be rejected.** Notwithstanding that disclaimer, it is the intention of the AGENCY to keep all submittals confidential until such time as negotiations are successfully concluded.

**SCOPE OF SERVICES**  
**REQUEST FOR PROPOSALS**  
**WATER WELL No. 2 ASSESSMENT**

**SCOPE OF WORK**

The City of Santa Fe Springs Water Utility Authority (AGENCY) is seeking the services of a qualified, experienced Consultant to: 1) evaluate Water Well No. 2 motor, pump, and casing, and all related components for defects or deterioration, 2) perform video camera inspection of well casing during both static and pumping conditions, 3) test for and quantify contaminants which may be present in the aquifer(s), and 4) prepare a profiling report.

The AGENCY will select a Consultant that can demonstrate proven capabilities for performing video camera surveys, dynamic and steady state flow and chemistry testing. The proposal should also include the firm's other recent related experience with innovative approaches to evaluating a production well.

The Scope of Work is divided into four (4) major tasks. Performance of and payment for each task is dependent of the results of the preceding task and approval of the City Engineer or his designee. Work shall consist of, but not be limited to the following tasks:

**Task 1 - Verify Well Operability, Collect Preliminary Water Samples**

The Consultant is to reconnect power inside the electrical panel then verify existing well motor operability and correct rotation. Once operability has been verified, the well is to be run and water discharged to waste for a sufficient amount of time to allow the pumping water level to stabilize and to then collect sufficient water quality samples at various flow rates to establish initial water quality parameters and constituent concentrations. The Consultant shall supply and hook up a temporary VFD electrical panel to power the well motor as needed or requested by the City Engineer. The Consultant shall disconnect electrical power to the well motor after the completion of the final task approved by the City Engineer.

**Task 2 – Video Inspection of Well Casing and Screens**

The Consultant is to perform a miniaturized video camera survey of Well No. 2, in both static and dynamic conditions. The goal of the video camera survey is to determine the condition of the well casing and screen below the pump intake and to confirm the start and end depths of each well screen, preferentially without removing the City's existing pump from the well. The camera used for the profiling effort should be small enough to fit inside of a 1-inch to 1.25-inch Inside Diameter (ID) access pipe to be installed by the Consultant prior to the video survey if the existing entry points around the well are insufficient. Once the access pipe is installed, the access pipe should be checked to confirm access through the pipe and that there are no blockages that could prevent the ingress and egress of the profiling tooling. The bottom of the access pipe is required to be terminated with a stainless-steel coupling with rounded edges to prevent damage of the profiling

equipment when it is removed from the well. The access pipe is required to terminate at a minimum of 10-feet below the pump intake and no greater than 20-feet below the intake.

All down-hole equipment used during the survey, is required to be sprayed with a 12.5% solution of sodium hypochlorite as the equipment enters the well, including the access pipe.

Following completion of the video camera survey, the Consultant shall provide a report that describes the results as well as still frame captures that show examples of the well's condition at different depths. The Consultant shall provide a copy of the video survey on a flash drive following its completion.

### **Task 3 – Dynamic Steady State Flow and Chemistry Profiling**

This section summarizes the methods to be used for performing dynamic flow and chemistry testing on City of Santa Fe Springs, Water Well No. 2. The goal of the dynamic, steady state survey is to vertically delineate arsenic concentrations, as well as the concentrations for other analytes, along the entire length of the well screen, preferentially using the City's existing pump to perform the testing. The tooling used for profiling effort should be small enough to fit inside of a 1-inch to 1.25-inch ID access pipe to be installed by the Consultant prior to the profiling survey. Once the access pipe is installed, the access pipe should be checked to confirm access through the pipe and that there are no blockages that could prevent the ingress and egress of the profiling tooling. The bottom of the access pipe is required to be terminated with a stainless-steel coupling with rounded edges to prevent damage of the profiling equipment when it is removed from the well. The access pipe is required to terminate at a minimum of 10-feet below the pump intake and no greater than 20-feet below the intake.

The Consultant performing the dynamic and steady state survey shall ensure that the tooling or instrument used for the survey can pass through the access pipe installed. The tooling shall be no more than 7/8" Outside Diameter (OD) and be flexible enough to pass through any gentle curvature in the access pipe. The Consultant shall ensure that the flow profiling tool or instrument either be centralized within the well casing when the tool exits the bottom of the access pipe, or has some other means to ensure that the flow readings are compensated for the decentralized transit through the well. If a tracer is used, then the tracer must be injected sideways in multiple directions at each depth to ensure that flow through the cross-sectional area of the well is measured.

For the groundwater sampling portion of the field work, the sampling device must also be able to pass through the access pipe. A minimum of 10 down-hole water chemistry samples must be collected, including one duplicate sample and a total of 2 wellhead samples collected as well. The first well head sample shall be collected before the down-hole samples are collected and the second wellhead sample collected after the down-hole sampling is completed. The depth location of the samples must be based on the results of the flow profile. Water chemistry samples shall be tested for arsenic, total and dissolved iron, total and dissolved manganese, total dissolved solids (TDS), hexavalent chromium (CrVI), perchlorate and various VOCs (including 1,4-dioxane), Radon, and Per- and Polyfluorinated Substances (PFAS, PFOA, and PFOS). The Consultant shall provide a

line item in their Fee and Rate Schedule that lists costs for collecting optional and/or additional samples requested by the City Engineer.

All down-hole equipment used during the survey, is required to be sprayed with a 12.5% solution of sodium hypochlorite as the equipment enters the well, including the access pipe.

Prior to the start of onsite field work, the Consultant shall provide a work plan describing how the flow and chemistry survey will be performed and completed. An illustration of the well, including a conjoining side-diagram showing preliminary sampling depths is required. If using the tracer flowmeter, then the tracer injection depths shall also be included on the work plan diagram. The Consultant shall be responsible for labeling all of the sample bottles, filling out the chain of custody and packaging the samples in a cooler with ice. The AGENCY representatives will be responsible for shipping the samples to the laboratory. The AGENCY will be responsible for all laboratory costs and contracting with the laboratory.

#### **Task 4 – Prepare a Profiling Report**

The Consultant is required to provide a profiling report following standard engineering report protocols, including an Executive Summary, Methods, Results and Conclusions and Discussion and Recommendations section. The Consultant is required to perform the mass balance analysis and provide a discussion of uncertainties in the data analysis. If more than one interpretation of the data is plausible, then the Consultant shall provide additional explanations of the data to consider in terms of addressing the well’s water quality issues. The report provided by the Consultant shall include appendices containing the laboratory report(s). The Consultant shall provide three (3) hard copies of the report in addition to a digital copy on a flash drive following its completion.

#### **LOCATION OF WORK**

The general location and limit of the work is as follows:

15517 Carmenita Road, Santa Fe Springs, CA. 90670

#### **TIME FOR COMPLETION**

The Consultant shall complete all work in every detail within **fifty (50) CALENDAR DAYS** after the date in the Notice to Proceed with the work.

#### **NOTIFICATION**

The Consultant shall notify the City of Santa Fe Springs and the owners of all utilities and substructures not less than 48 hours prior to starting construction. A list of names and telephone numbers is included in the APPENDIX and has been provided for the convenience of the Consultant, and is not guaranteed to be complete, correct, or applicable to this Project.

### EMERGENCY INFORMATION

The names, addresses and telephone numbers of the Consultant and subconsultants, or their representatives, shall be filed with the City Engineer, the Municipal Services Yard (12636 Emmens Way), the Police Services Center (11576 Telegraph Road), and the Fire Department (11300 Greenstone Avenue).

### STANDARD SPECIFICATIONS

The Standard Specifications of the AGENCY are contained in the 2018 Edition of the Standard Specifications for Public Works Construction, the "Greenbook," including latest amendments and supplements, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General Consultants of California. Copies of these Standard Specifications are available from the publisher, Building News, Incorporated, 1612 So. Clementine Street, Anaheim, California 92802, telephone (714) 517-0970.

The Standard Specifications set forth above will control the general provisions, construction materials, and construction methods for this Contract except as amended by the Plans, Special Provisions, or other Contract documents. The following Special Provisions are supplementary and in addition to the provisions of the Standard Specifications unless otherwise noted and the section numbers of the Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring elaborations, amendments, specifying of options or additions are called out.

### SUBCONTRACTING

In order to clarify the requirements and procedures for approval of subconsultants, the following points are emphasized:

1. The Consultant shall submit a letter to the City (if requested by the City) requesting approval of the subconsultant(s). Included in the letter shall be a list of the names and addresses of each subconsultant; items to be subcontracted, by item number; brief description of the item; and Contract bid value. In this Contract, "Contract Bid Value," means the portion of the Consultant's total bid which is attributable to such subcontracted items.
2. Request for approval must be submitted for ALL proposed subconsultants, including those proposed to work only on items identified as "Specialty Items."
3. The mere listing of the subconsultants in the Bidder's Proposal does not meet the requirements for approval of subconsultants.
4. The City must give approval in writing before the subconsultant is permitted to work.
5. The dollar value amount subcontracted will be based on the Contract bid item price, not on the subconsultant's price to the Consultant.

ADDITIONAL REQUIREMENTS:

1. Consultant will be required to furnish a certificate of liability insurance as required by the City Attorney. City shall be named as additional insured on the certificate.
2. Consultant will be required to have in his possession a valid business license as issued by the City of Santa Fe Springs.
3. Consultant shall provide unit cost for completing all areas listed on proposal and bills shall reflect actual constructed quantities.
4. Consultant will be required to supply and install a test pump with a 1.25" PVC access pipe in the event the existing pump and access pipes or methods of installing access pipes described above will not work to perform video inspection or chemistry profiling.
5. Concrete sealer, hardener and densifier; and joint sealant will conform to the Standard Specifications for Public Works (Greenbook) and the attached Specifications.
6. Consultant will provide a construction schedule to the Engineer within ten (10) working days after the date of the City's execution of the Contract Agreement. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged, and setting forth the dates that each item will be delivered.
7. Consultant shall maintain access at all times to vehicular traffic, including large commercial trucks to businesses nearby and adjacent to the Well No. 2 site.



**NEW BUSINESS**

**On-Call Emergency Water Repair Services – Issue a Request for Proposal**

**RECOMMENDATION**

- Authorize the Director of Public Works to issue a Request for Proposal for On-Call Emergency Water Repair Services.

**BACKGROUND**

The City of Santa Fe Springs serves water to approximately 18,533 residents through 108 miles of pipe ranging in size from 4” to 16”. There are 5,556 service connections throughout two pressure zones. The water system consists of two inactive groundwater wells, three interconnections, two storage tanks, and two booster stations. A majority of the water distribution system was installed in the 1950s through the 1970s. Due to the age of the water infrastructure, water main breaks and leaks are common and can happen at all hours of the day, any day of the week.

Staff at times must perform emergency pipeline repair and replacement work that exceeds staff’s ability and capacity to address internally. Representative projects typically consist of larger diameter pipelines (i.e. greater than 12” diameter), pipelines located in congested thoroughfares, and deeper installations requiring protective shoring.

**FISCAL IMPACT**

The cost for emergency water repair services will be budgeted in the Fiscal Year 2021/2022 Water Operation and Maintenance Budget. An amount of \$40,000 will be budgeted.

**INFRASTRUCTURE IMPACT**

Having a contract in place with multiple pipeline contractors to perform emergency and routine work provides the City with the ability to augment staff with experienced and capable contractors in emergencies. Having contracts in place also provides a consistent framework for pricing and ensures timely repairs and minimal water outages.

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

Raymond R. Cruz  
Executive Director

**Attachment:**

Attachment No. 1: Request for Proposals

Handwritten initials in blue ink, possibly "MN".

# **CITY OF SANTA FE SPRINGS**

## **REQUEST FOR PROPOSALS**

### **ON-CALL EMERGENCY WATER REPAIR SERVICES**



**DEPARTMENT OF PUBLIC WORKS**

**INQUIRIES REGARDING THIS PROJECT  
MAY BE DIRECTED TO:**

**Jesse Sira, Project Manager  
City of Santa Fe Springs  
11710 Telegraph Road  
Santa Fe Springs, CA 90670  
Phone: (562) 941-5484, Extension 3607**

## REQUEST FOR PROPOSALS

### ON-CALL EMERGENCY WATER REPAIR SERVICES

The City of Santa Fe Springs Water Utility Authority (AGENCY) is requesting a proposal to provide on-call water emergency, operational repair and maintenance services for the City's water system. The Request for Proposal (RFP) is enclosed.

The AGENCY will select a Contractor that can demonstrate proven capabilities for performing after-hours emergency water system repairs, including locating and repairing water main breaks, service line breaks, damaged water devices, and damaged fire hydrants. The proposal should also include the firm's recent related experience providing emergency repair services for other municipalities and water agencies.

Proposers are requested to submit their proposals and written statements of technical qualifications for completing the work in accordance with and as specified in this Request for Proposals (RFP). Failure to comply with the requirements identified in the RFP may render a proposal non-responsive. The specific services requested are described in the Scope of Services included in this RFP.

The AGENCY invites proposals for the above-stated services and will receive such proposals in the Director of Public Works Office, City of Santa Fe Springs, 11710 Telegraph Road, Santa Fe Springs, California 90670, **until 3:00 p.m. on June 29, 2021**. Interested proposers must submit four (4) copies of their proposal labeled **"ON-CALL EMERGENCY WATER REPAIR SERVICES" to:**

Noe Negrete  
Director of Public Works  
City of Santa Fe Springs  
11710 Telegraph Road  
Santa Fe Springs, CA 90670

Proposals received after the time and date specified above will not be accepted and will be returned to the proposer unopened. No pre-submittal meeting has been scheduled for this project.

The AGENCY reserves the right to reject any or all proposals, to waive any irregularity in any proposal received, and to be the sole judge of the merits of the respective proposals received and to take all proposals under advisement for a period of 45 days. The award, if made, will be made to the Contractor whose proposal best meets the requirements of the RFP as determined by the AGENCY. The proposal submitted by the selected Contractor shall be incorporated as part of the final contract accordingly.

All questions regarding this project must be directed to Project Manager, Jesse Sira at (562) 941-5484.

**INSTRUCTIONS**

**REQUEST FOR PROPOSALS**

**1. PROPOSED SCHEDULE**

<u>DESCRIPTION</u>	<u>DATE/TIME</u>
Request for RFP Released	Monday, May 24, 2021
Deadline to Submit Questions	Tuesday, June 15, 2021 – 3:00 p.m.
Deadline to Receive RFP	Tuesday, June 29, 2021 – 3:00 p.m.

The AGENCY reserves the right to modify any element of the timeline should that become necessary.

**2. PRE-SUBMITTAL MEETING**

No Pre-Submittal Meeting has been scheduled for this project.

**3. SUBMISSION OF RFP**

**To be considered, the RFP must be received by the Department of Public Works, City of Santa Fe Springs, by 3:00 p.m. on Tuesday, June 29, 2021.**

Contractors must submit four (4) copies of their Proposal labeled:

**“REQUEST FOR PROPOSALS FOR ON-CALL EMERGENCY WATER REPAIR SERVICES” to:**

Noe Negrete  
Director of Public Works  
City of Santa Fe Springs  
11710 Telegraph Road  
Santa Fe Springs, CA 90670-3658

RFP and amendments to RFP, received after the date and time specified above will not be accepted and will be returned to the Contractor unopened.

**4. DISSEMINATION OF REQUEST FOR PROPOSALS (RFP) INFORMATION**

From time to time, the AGENCY may issue responses to requests for clarifications, questions, comments, and addenda to this RFP, or other material related to this solicitation. **By submitting an RFP, Contractor is deemed to have constructive knowledge and notice of all information pertaining to this RFP.**

**5. ADDENDA TO THE RFP**

Any change(s) to the requirements of this RFP initiated by the AGENCY will be made by written addenda to this RFP. Any written addenda issued pertaining to this RFP shall be

incorporated into and made a part of the terms and conditions of any resulting Agreement. The AGENCY will not be bound to any modifications to or deviations from the requirements set forth in this RFP unless they have been documented by addenda to this RFP. Contractors will be required to document in the RFP that they are aware of all addenda issued, if any, by the AGENCY.

**6. QUESTIONS AND REQUESTS FOR CLARIFICATIONS**

**a. Contact Person for the Project**

All questions or contacts regarding this RFP must be directed to Jesse Sira, who can be reached at (562) 941-5484, ext. 3607 or via email at [jessesira@santafesprings.org](mailto:jessesira@santafesprings.org).

**b. Clarifications of the RFP**

Contractors are encouraged to promptly notify Mr. Sira of any apparent errors or inconsistencies in the RFP. If a Contractor requires clarifications to this RFP, the Contractor shall notify the AGENCY in writing in accordance with Subsection "A" above. Should it be found that the point in question is not clearly and fully set forth in the RFP, a written addendum clarifying the matter will be issued.

**c. Submitting Requests**

**All questions must be submitted to the AGENCY by 3:00 p.m. on Tuesday June 15, 2021.** The AGENCY is not responsible for failure to respond to a request or question that has not been labeled correctly. Questions can be submitted via U.S. Mail, Personal Courier, Fax or Email as long as they are received no later than the date and time specified above. The AGENCY is not liable for any late arrivals due to courier method or electronic delivery.

**Requests for clarifications, questions and comments received after 3:00 p.m. on Tuesday June 15, 2021 will not be responded to.**

**d. Agency Responses**

The AGENCY, in its sole discretion, will respond to requests for clarifications, questions and comments. Responses will be emailed to proposers on or before 5:00 p.m. on June 23, 2021.

**7. COST OF RFP PREPARATION**

Any party responding to this RFP shall do so at their own risk and cost. The AGENCY shall not, under any circumstances, be liable for any pre-contractual expenses incurred by any Contractor who elects to submit an RFP in response to this RFP or by any Contractor that is selected for Professional Services Agreement. Pre-Agreement expenses are defined as expenses incurred by Contractors in:

- Preparing an RFP and related information in response to this RFP;
- Submitting an RFP to the AGENCY;
- Negotiations with the AGENCY on any matter related to this RFP;
- Costs associated with interviews, meetings, travel or presentations; or

- Any and all other expenses incurred by a Contractor prior to the date of award, if any, of a Professional Services Agreement

The AGENCY will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind, which may be incurred by the Contractor.

**8. CONFLICT OF INTEREST**

By responding to this RFP, each Contractor represents to the best of its knowledge that:

- Neither Contractor, nor any of its affiliates, proposed sub-contractors, and associated staff, have communicated with any member of the AGENCY since the release of this RFP on any matter related to this RFP except to the extent specified in this RFP;
- Neither Contractor, nor any of its affiliates, proposed sub-contractors and associated staff, has obtained or used any information regarding this RFP and the proposed Scope of Work that has not been generally available to all Contractors, and
- No conflict of interest exists under any applicable statute or regulation or as a result of any past or current contractual relationship with the AGENCY;
- Neither Contractor, nor any of its affiliates, proposed sub-contractors, or associated staff, have any financial interest in any property that will be affected by any of the potential Agency projects.

**9. KEY PERSONNEL**

It is imperative that key personnel proposed to provide services have the background, experience and qualifications to properly undertake all necessary services for the successful completion of the Scope of Work. The Contractor must identify all proposed key personnel in its Proposal.

The AGENCY reserves the right to approve all key personnel individually for any and all projects authorized by the AGENCY as a result of this solicitation. After a Professional Services Agreement has been executed, Contractor may not replace any key staff without written approval from the AGENCY. The AGENCY must approve replacement staff before a substitute person is assigned to a project. The AGENCY reserves the right to require the Contractor to replace a staff person assigned to the contract should the AGENCY consider replacement to be for the good of the project. Replacement staff will be subject to the AGENCY's approval prior to assignment by Contractor.

**10. BASIS FOR AWARD OF CONTRACT**

The AGENCY intends to select the Contractor on the basis of demonstrated competence and professional qualifications in accordance with applicable State and Federal regulations. To that end, a Professional Services Agreement will be awarded to the Contractor whose RFP best meet the requirements of the Scope of Work as determined by the AGENCY. The RFP submitted by Contractor shall be incorporated as part of the respective Professional Services Agreement. City reserves the right to select more than one firm to

provide On-Call Emergency Water Repair Services. The City anticipates awarding multiple Contractors an award of contract.

**11. TERM OF AGREEMENT**

It is the AGENCY's intent to enter into an Agreement with the selected Contractor(s) for a two (2) year term with the option to renew for one one-year contract extensions.

The AGENCY will compensate the Contractor(s) for actual hours worked by assigned personnel on a Time and Material basis. For each approved project quote, the Contractor will provide an invoice clearly documenting the services performed each day, the number of hours worked, and material used/supplied. Compensation will be based on the Schedule of Hourly rates, material used/supplied, and agreed material mark-up.

**12. REQUIRED FORMAT FOR PROPOSALS**

The AGENCY is requiring all proposals submitted in response to this RFP to follow a specific format. The Proposal, including the Appendices, shall not exceed thirty (30) pages in length, utilizing 8.5" x 11" pages with one-inch margins. As an exception, 11" x 17" pages may be used to display organizational charts. Font size shall not be smaller than 12 point for text or eight (8) point for graphics. Dividers used to separate sections will not be counted. Creative use of dividers to portray team qualifications, etc. is discouraged.

Contractors are required to prepare their written proposals in accordance with the instructions outlined below. Deviations from these instructions may be construed as non-responsive and may be cause for disqualification. Emphasis should be placed on accuracy, completeness, and clarity of content.

The written proposal should be organized as described below. Each section of the written proposal should contain the title of that section, with the response following the title. The following are the required titles with a brief statement as to that section's desired content:

**A. Letter of Offer**

The Letter of Offer shall be addressed to Noe Negrete, Director of Public Works, City of Santa Fe Springs, and at a minimum, must contain the following:

- Identification of Contractor firm or individual, including name, address and telephone number.
- Name, title, address, and telephone number of Contact Person.
- Federal Tax ID or Social Security No. for firm or individual.
- A statement to the effect that the Proposal shall remain valid for a period of not less than 90 calendar days from the date of submittal.
- Identification of all proposed sub-contractors or sub-consultants, including legal name of the company, address and contact person.
- Acknowledgement that Contractor is obligated by all addenda to this RFP.
- Signature of a person authorized to bind Contractor firm to the terms of the RFP.

- Signed statement attesting that all information submitted with the Proposal is true and correct.

**B. Qualifications of the Firm**

This section of the Proposal shall explain the ability of the Contractor to satisfactorily perform the Scope of Work. More specifically, in this section, the Contractor shall:

- Provide a profile of the Contractor including the types of services offered; the year founded; form of organization (corporate, partnership, sole proprietorship); number, size and location of offices; number of employees.
- Provide a detailed description of Contractor's financial condition, including any conditions (e.g., bankruptcy, pending litigation, outstanding claims in excess of twenty-five thousand dollars (\$25,000) for or against the firm; planned office closures or mergers that may impede Contractor's ability to provide On-Call Emergency Water Repair Services.
- Provide a list of previous projects in which the Contractor and sub-contractors have worked together. The list should clearly identify the previous projects and include a summary of the roles and responsibilities of each party.
- Provide information on the strength and stability of the Contractor; current staffing capability, equipment, vehicles, and availability; current work load; and proven record of meeting schedules on similar types of projects.

**C. Proposed Staffing**

This section should identify key personnel to be assigned and their qualifications and experience. The Proposal should include brief resumes, not more than two (2) pages for each individual.

A statement that key personnel will be available to the extent proposed for the duration of the Professional Services Agreement and an acknowledgement that no person assigned to a project shall be removed or replaced without the prior written concurrence of the AGENCY.

**D. Contractors and/or Sub-Contractors**

The AGENCY desires to enter into a Professional Services Agreement with a Contractor that will be responsible for all work, products, and services. There is to be no assignment of any aspect of assigned projects without the prior written authorization of the AGENCY. If the Contractor plans on using subcontractors, then company profile, name, address, and telephone for all subcontractors providing support during the term of the Professional Service Agreement is required. Define the responsibilities and give a description of services to be provided by subcontractors. Describe the Contractor's business and reporting relationship with any subcontractors. Include references and resumes for all third party Firms in the RFP. The AGENCY has the right to accept or reject any changes made to the proposed project team members, including the use of subcontractors.

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On-Call Emergency Water Repair Services

**E. Work Approach**

This section of the Proposal shall include a narrative that addresses the Scope of Work and demonstrates that Contractor understands the Scope of Work. More specifically, the RFP should include the Contractor’s general approach for providing the services specified in the Scope of Work. The work approach shall be of sufficient detail to demonstrate Contractor’s ability to provide the On-Call Emergency Water Repair Services.

**F. Client References**

List the three (3) most recent similar clients (including name, address, contact person, and phone number). For each client provide a description of projects completed and their location. The AGENCY is most interested in California municipality clients and may randomly select agencies to contact from the list as part of the evaluation process.

**G. Rights to Materials**

All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the Contractor that are submitted as part of the RFP and not withdrawn shall, upon receipt by AGENCY, become property of AGENCY.

**H. Labor and Equipment Rates**

The RFP shall include a Schedule of Labor and Equipment Rates that identifies the job titles of all personnel to be assigned to the AGENCY projects. Labor and Equipment rates will reflect all costs for office overhead, including direct and indirect costs. The Schedule of Labor and Equipment Rates shall remain fixed for the term of the Professional Services Agreement. Contractor shall include “markup” for the materials (in percentage or %) in the proposal. Also in the proposal, Contractor shall give City the option to purchase the needed water supplies or materials.

**13. RFP EVALUATION PROCESS AND CRITERIA**

**1. GENERAL**

The RFP will be evaluated based on the information and qualifications presented, reference checks, and other information, which may be gathered independently. Requests for clarification and/or additional information from any Contractor may be requested at any point in the evaluation process. Pricing (hourly rates) will be an important criterion; however, the AGENCY reserves the right to select a firm that presents the best qualifications, but not necessarily the lowest price.

**2. EVALUATION CRITERIA**

1. Completeness of RFP.
2. Contractor and key personnel’s experience in performing similar work.

3. Contractor and key personnel's record in accomplishing work assignment for projects.
4. Contractor's demonstrated understanding of the Scope of Work.
5. Quality of work previously performed by the firm as verified by reference checks.
6. Relevant project experience.
7. Schedule of Labor and Equipment Rates.

**C. EVALUATION PROCESS**

After evaluating all RFP received, the AGENCY will rank the firms and the most qualified firms will be invited to an interview if necessary with the AGENCY evaluation committee.

**D. INTERVIEW**

For the interview if necessary, the Contractor should have available the project manager and key personnel to discuss the following:

1. Major elements of the RFP
2. Description of related experience for Contractor
3. Description of related experience for key personnel

**E. FINAL SELECTION**

The final selection will be the Contractor(s) which, as determined by the AGENCY, is the most responsive and responsible, meets the AGENCY's requirements in providing On-Call Emergency Water Repair Services, and is in the AGENCY's best interest. The AGENCY maintains the sole and exclusive right to evaluate the merits of the RFP received.

**14. EXCEPTIONS OR ADDITIONS**

The RFP shall include a detailed description of all of the exceptions to the provisions and conditions of this RFP upon which the Contractor's submittal is contingent and which shall take precedence over this RFP.

**15. INSURANCE REQUIREMENTS**

Prior to executing a Professional Services Agreement, the Contractor(s) will be required to submit to the City the required insurance certificates.

The Contractor(s) shall indemnify and hold AGENCY and its officers, agents, employees, and assigns harmless from any liability imposed for injury whether arising before or after completion of work hereunder or in any manner directly or indirectly caused, occasioned, or contributed to, or claims to be caused, occasioned, or contributed to, in whole or in part, by reason of any act or omission, including strict liability or negligence of Contractor, or of anyone acting under Contractor's direction or control or on its behalf, in connection with, or incident to, or arising out of the performance of the Professional Services Agreement.

The Contractor(s) selected will be required to maintain the following levels of insurance coverage for the duration of the services provided, as well as any sub-contractors hired by the Contractor:

- Worker's Compensation insurance with statutory limits, and employer's liability insurance with limits not less than \$1,000,000 per accident
- Commercial general liability insurance or equivalent form, with a combined single limit of not less than \$2,000,000 per occurrence
- Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$2,000,000 per occurrence.

**16. RIGHTS OF THE AGENCY**

The AGENCY reserves the right, in its sole discretion and without prior notice, to terminate this RFP; to issue subsequent RFPs; to procure any project-related service by other means; to modify the Scope of Work; to modify the AGENCY's obligations or selection criteria; or take other actions needed to meet the AGENCY's goals. In addition, the AGENCY reserves the following rights:

- The right to accept or reject any and all RFP, or any item or part thereof, or to waive any informalities or irregularities in any RFP.
- The right to amend, withdraw or cancel this RFP at any time without prior notice.
- The right to request or obtain additional information about any and all RFP.
- The right to conduct a back-ground checks of any Contractor. This may include, but is not limited to, contacting individuals and organizations regarding capabilities and experience of the Contractor.
- The right to waive minor discrepancies, informalities and/or irregularities in the RFP or in the requirements for submission of an RFP.
- The right to modify the response requirements for this RFP. This may include a requirement to submit additional information; an extension of the due date for submittals; and modification of any part of this RFP, including timing of RFP decisions and the schedule.
- The right to disqualify any Contractor on the basis of real or perceived conflict of interest that is disclosed or revealed by information available to the AGENCY.
- The right at any time, subject only to restrictions imposed by a written contractual agreement, to terminate negotiations with any Contractor and to negotiate with other Contractors who are deemed qualified.
- Although cost is an important factor in deciding which Contractor will be selected, it is only one of the criteria used to evaluate RFP. The AGENCY reserves the

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On-Call Emergency Water Repair Services

absolute right, in its sole discretion, to award a Professional Services Agreement, if any, which under all the circumstances will best serve the public interest.

- The AGENCY reserves the right to reject any or all RFP or to make no award at all, to determine whether any alternate RFP are equal to the specifications and general requirements, and to accept RFP with minor variations from the RFP and/or conditions. The AGENCY reserves the right to negotiate for a higher level, lower level or additional Scope of Work.

This RFP is not a contract or commitment of any kind by the AGENCY. This RFP does not commit the AGENCY to enter into negotiations with any Contractor(s) and the AGENCY makes no representations that any Professional Services Agreement will be awarded to any Contractor(s) that responds to this RFP. RFP received by the AGENCY are public information and will be made available to any person upon request after the AGENCY has completed the RFP evaluation process. Submitted RFP are not to be copyrighted.

Should a Professional Services Agreement be subsequently entered into between the AGENCY and Contractor(s), it shall be duly noted that entering into such an Agreement shall be interpreted, construed, and given effect in all respects according to the laws of the State of California.

#### **Waiver of RFP**

RFP may be withdrawn by submitting written notice to the AGENCY's Contact Person at any time prior to the submittal deadline. Upon submission, the RFP and all collateral material shall become the property of the AGENCY.

#### **17. CALIFORNIA PUBLIC RECORDS ACT DISCLOSURES**

The Contractor(s) acknowledges that all information submitted in response to this RFP is subject to public inspection under the California Public Records Act unless exempted by law. If the Contractor believes any information submitted should be protected from such disclosure due to its confidential, proprietary nature or other reasons, it must identify such information and the basis for the belief in its disclosure. **Any RFP submitted with a blanket statement or limitation that would prohibit or limit such public inspection shall be considered non-responsive and shall be rejected.** Notwithstanding that disclaimer, it is the intention of the AGENCY to keep all submittals confidential until such time as negotiations are successfully concluded.

## **SCOPE OF SERVICES**

### **REQUEST FOR PROPOSALS ON-CALL EMERGENCY WATER REPAIR SERVICES**

#### SCOPE OF WORK

The City of Santa Fe Springs Water Utility Authority (AGENCY) is seeking qualified Contractors to provide routine water utility construction repair and maintenance services on an as-needed basis. The type of work may include, but is not limited to, repair and/or replacement of water system components and related infrastructure.

#### SCOPE OF SERVICES

1. Contractor shall be DIR registered, hold the appropriate contractor license(s) in good standing, and meet all City's requirements. One or more contractor(s) will be selected for on-call emergency water repair services.
2. Routine work may include:
  - Repairing water piping and valves
  - Installing new fire hydrants
  - Installing new service laterals
  - Abandoning existing service laterals, valves, water mains, or fire hydrants
  - Installing valves
  - Replacing and installing valve boxes, meter vaults and other structures
  - Additional work necessary for completion such as dewatering, bypass pumping and other associated work
  - Restoring properties and landscapes damaged during the course of routine activities, including asphalt or concrete repair.
3. For emergency service, the Contractor shall respond to and perform the on-call water system repairs throughout the City of Santa Fe Springs and its water service area on 24/7 at 365 days basis. The scope of services may include but not limited to locate and repair water main breaks, service line breaks, damaged water devices, damaged A/V valves and damaged fire hydrants. Upon notification by City staff, the contractor shall have crews, equipment, and materials on-site within two (2) hours. Upon arrival at the location of emergency, the Contractor will proceed per the direction of the City staff or crew, and contact 811 for USA markings prior to excavations. The billing will be based on "Time and Materials" for the emergency rate basis.
4. For every service call, the Contractor is responsible for furnishing all labor, equipment, and materials to complete the requested service for the City. This includes all necessary

staff, vehicles, pipes, couplings, construction machinery, shoring/shoring box, backfill materials, and any other items necessary to fulfill the City's request for repair or replacement of the water system.

5. Contractor shall include "markup" for the materials (in percentage or %) in the proposal. Also in the proposal, Contractor shall give City the option to purchase the needed water supplies or materials.
6. The City will rank Contractors in order of qualifications and compensation rate. The City intends to select the most qualified contractor to cover both the on-call emergency and operational and maintenance construction services.
7. By seeking proposals from Contractors, the City does not imply that it will utilize the Contractor's services any guaranteed number of times over the course of the year.

#### LOCATION OF WORK

The general location and limit of the work is as follows: Throughout the City of Santa Fe Springs and its water service area.

#### EMERGENCY INFORMATION

The names, addresses and telephone numbers of the Contractor and sub-contractors, or their representatives, shall be filed with the City Engineer, the Municipal Services Yard (12636 Emmens Way), the Police Services Center (11576 Telegraph Road), and the Fire Department (11300 Greenstone Avenue).

#### SUBCONTRACTING

In order to clarify the requirements and procedures for approval of sub-contractors, the following points are emphasized:

1. The Contractor shall submit a letter to the City (if requested by the City) requesting approval of the sub-contractor(s). Included in the letter shall be a list of the names and addresses of each sub-contractor; items to be subcontracted, by item number; brief description of the item; and Contract bid value. In this Contract, "Contract Bid Value," means the portion of the Contractor's total bid which is attributable to such subcontracted items.
2. Request for approval must be submitted for ALL proposed sub-contractors, including those proposed to work only on items identified as "Specialty Items."
3. The mere listing of the sub-contractors in the Bidder's Proposal does not meet the requirements for approval of sub-contractors.
4. The City must give approval in writing before the sub-contractor is permitted to work.
5. The dollar value amount subcontracted will be based on the Contract bid item price, not on

the sub-contractor's price to the Contractor.

ADDITIONAL REQUIREMENTS:

1. Contractor will be required to furnish a certificate of liability insurance as required by the City Attorney. City shall be named as additional insured on the certificate.
2. Contractor will be required to have in his possession a valid business license as issued by the City of Santa Fe Springs.
3. Contractor shall maintain access at all times to vehicular traffic, including large commercial trucks to businesses nearby and adjacent to all works sites.



**NEW BUSINESS**

Water Storage Tank Cathodic Protection Systems – Issue a Purchase Order

**RECOMMENDATION**

- Add the Water Storage Tank Cathodic Protection Systems to the Capital Improvement Plan (CIP);
- Appropriate \$21,854 from the Water Reserve/CIP Funds to the Water Storage Tank Cathodic Protection Systems;
- Accepts the bids; and
- Authorize the Director of Purchasing to issue a Purchase Order for Cathodic Protection Systems for Two Water Storage Tanks for \$21,854.00.

**BACKGROUND**

The Water Utility Authority owns and operates two 4-million gallon water storage tanks which were constructed in 1973 of welded steel. In September 2016 staff had a corrosion engineering evaluation performed on both tanks, which found the tanks to be in overall good condition with minor to moderate corrosion in certain areas. The evaluation recommended the replacement of the old, inoperable Cathodic Protection (CP) systems currently installed, to prevent further corrosion and prolong the usable life of the two water storage tanks.

A total of three bids were received. One firm, Cathwell, declined to provide staff with a quote. The low bidder for the project was Corpro Waterworks of Tempe, Arizona, with a bid amount of \$21,854.00. Below, are the bids submitted from each bidder.

<u>Contractor Name</u>	<u>Amount</u>
Corpro Waterworks	\$ 21,854.00
DeepWater	\$ 38,820.00
Farwest	\$ 107,315.00

**FISCAL IMPACT**

Appropriate \$21,854.00 from the Water Reserve/CIP Funds to the Water Storage Tank Cathodic Protection Systems. Authorize the Director of Purchasing to issue Purchase Order.

**INFRASTRUCTURE IMPACT**

Replacing the Cathodic Protection Systems at both water storage tanks will help prevent corrosion and premature failure. With a replacement cost of \$2,000,000 for each water storage tank, CP systems are a cost-effective approach to maximizing the useful life and preventing possible water quality issues.

  
Raymond R. Cruz  
Executive Director

**Attachments:**

Attachment No. 1: Quote from Corpro Waterworks

**PROPOSAL FOR INTERNAL CATHODIC PROTECTION  
MATERIALS, INSTALLATION AND TESTING.  
CITY OF SANTA FE SPRINGS  
WATER STORAGE TANKS NO. 1 & 2  
SANTA FE SPRINGS, CA  
Corrpro Ref. # SCA-21-08-A**

Corrpro is pleased to provide this proposal for corrosion engineering services, materials, and installation for two Cathodic Protection systems. Materials inclusive to this proposal consist of a NEMA 4X FRP rectifier equipped with an automatic controller, Galvanic Anode Control Panel; Cu/CuSO<sub>4</sub> reference electrodes; DC Wiring; And incidental splice material **\*All CP components exposed to the tank interior are UL classified in accordance with NSF Standard 61.**

Included in this proposal is pricing for (CP) components. Installation & testing will be performed by Corrpro Waterworks personnel and reviewed under the direct supervision of a NACE Cathodic Protection Specialist (CP Level 4).

The below table includes the price for each associated task as required per Corrpro design.

Pricing Summary For Tank No. 1	
Category	Pricing
Mobilization, Installation and Testing for new TASC VIII Rectifier.	\$5,632.00
Materials	\$7,778.00
<b>Total</b>	<b>\$13,410.00</b>

Pricing Summary For Tank No. 2	
Category	Pricing
Mobilization, Installation and Testing for Header Wire and new Anode Control Panel.	\$4,998.00
Materials	\$3,446.00
<b>Total</b>	<b>\$8,444.00</b>

**Corrpro Waterworks' total fee for these described services will be \$21,854.00**

### 1. Engineering Services – Pre-Installation

Corrpro will provide material catalog cuts for approval prior to moving forward with material ordering. Upon receiving approval and notice to precede the materials will be ordered and shipped, with an expected lead time of 4 to 6 weeks.

### 2. Engineering Services – Installation

Corrpro Waterworks personnel will install the corrosion control system components to ensure conformance with project specifications and Corrpro Waterworks design. The pricing for engineering services associated with the Installation is estimated based on the following tasks listed in the below table. The labor costs associated with the Installation support will be included in this price:

Internal CP System Installation
Installation of (CP) components
Mounting Rectifier/Anode Control Panel

**Scope of Services to be provided by Others:**

- The site will notify Corrpro of the dates of construction at least 30-days in advance.
- This price does not include provisions for 120V/10amp/1ph/60Hz AC input to rectifier.

### 3. Engineering Services – Post-Installation

Once installation is complete Corrpro will perform the following tasks listed in the below table to ensure that the (CP) components are working properly and providing adequate levels of (CP) according to NACE criteria. All data obtained will be compiled in a report and submitted within 30 days of survey completion. This report will include Start Up Test Report and operation & maintenance manual.

Post-Installation Testing & Report
Native Tank Potential Testing
“Instant Off” Potential Testing
“On” Potential Testing
Operation & Maintenance Manual

### 4. Start up / Warranty

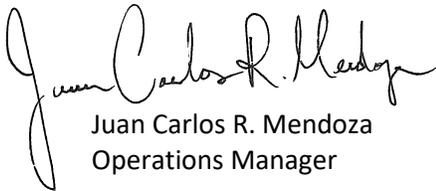
At the time of start up, when the tank is full of water, Corrpro will provide cathodic protection operating instructions to the designated personal responsible for maintaining and monitoring the (CP) system. All (CP) materials and labor shall be guaranteed for a period of one (1) year by Corrpro's standard warranty, beginning from the date of final acceptance or at such time that the system is energized for useful purposes.

Corrpro Waterworks payment terms are due upon receipt, subject to credit approval and Corrpro Companies, Inc. professional services terms & conditions, available upon request. Invoices issued on a work complete to date basis. Corrpro Waterworks will not accept payment terms that are contingent upon payment to your firm by an outside source. An original copy of this quotation will be provided by U.S. Mail upon request.

Thank you for the opportunity to submit this proposal. This proposal will be honored for 90 days from this date. Kindly have the signatory space below signed and fax back (fax 623-842-9697) or emailed ([jmendoza@corrpro.com](mailto:jmendoza@corrpro.com)) back a copy to my attention.

If you have any questions, please contact us at (602) 269-7641  
Respectfully submitted,



  
Juan Carlos R. Mendoza  
Operations Manager

**CLIENT APPROVAL ON CORRPRO REFERENCE # SCA-21-08-A (complete below):**

_____	_____
Authorized Signature	Typed or Printed Name
_____	_____
Title	Date

- The following additional terms and conditions apply to this proposal:
1. Progress billing will be submitted when materials are delivered and/or service progressively rendered.
  2. **This price does not include any applicable taxes. Please forward tax exemption certificate as required.**
  3. Corrpro shall be entitled to an equitable adjustment in the price of the work, including but not limited to any increased costs of labor, including overtime, or materials, resulting from any change of schedule, acceleration, out of sequence work or delay caused by others for whom Corrpro is not responsible.
  4. Corrpro reserves the right to pass on price increase in manufactured and/or consumable products to the Purchaser if the order has not been placed within ninety (90) days of the proposal being issued.
  5. All terms and conditions listed above, whether explicitly detailed or not detailed in a resulting contract or purchase order, shall be accepted as "condition of sale" between Corrpro and the Purchaser and cannot be waived unless it is explicitly mentioned in the resulting contract or purchase order.
  6. The schedule of the work is to be mutually agreed upon.
  7. Completion and acceptance of a credit application may be required prior to commencement of work

## CORRPRO COMPANIES, INC. STANDARD TERMS AND CONDITIONS

The following terms and conditions ("T&Cs") apply to the proposed sale of equipment, supplies, products or materials ("Goods") or the proposed furnishing of labor, with or without the supply of Goods ("Services"), by Corpro Companies, Inc. ("Corpro"), all as further described in Corpro's Proposal or Invoice ("Sales Document"), to the buyer named in the Sales Document ("Buyer").

**1. Scope of Agreement; Acceptance.** Unless expressly provided otherwise in a master agreement signed by Buyer and an authorized representative of Corpro prior to the date of the Sales Document, the Sales Document, these T&Cs and any other documents expressly identified in the Sales Document as a contract document shall be considered contract documents (collectively, the "Agreement"). Any terms that add to or contradict the terms of this Agreement are not valid. A definite expression of acceptance of the Sales Document or the Agreement by Buyer that contains terms that are additional to or different from the terms of the Agreement will form a contract solely on the Agreement, and the additional or different terms shall not become a part of the Agreement, whether or not they would materially alter the Agreement. Neither course of prior dealings nor usage of trade shall be relevant to supplement or explain any provision of the Agreement. The Agreement becomes a valid and binding obligation of Corpro and Buyer on the earlier of: (a) Corpro's receipt of this Sales Document signed by Buyer; (b) Buyer delivering a purchase order or a purchase order number to Corpro for the Goods or Services described in the Proposal; (c) Buyer's receipt and acceptance of the Goods or Services, (d) Buyer's payment for the Goods or Services described in the Sales Document, or (e) any other written indication by Buyer of its acceptance of the Agreement.

**2. Delivery; Risk of Loss.** All shipping dates of Goods and performance dates of Services stated in the Sales Document are approximate and not a guarantee of a particular date of shipment or performance. Unless stated otherwise in the Agreement, delivery of the Goods shall be EXW (Incoterms 2010) at Corpro's facility stated in the Sales Document. At Buyer's option, Corpro will ship the Goods to Buyer at the shipping address stated in the Sales Document by any commercially reasonable means, provided that Corpro has the option of selecting the particular route and carrier for shipment of the Goods to Buyer, unless specified by Buyer in the Sales Document. Buyer shall bear all risk of loss or damage to the Goods during transit. All freight, insurance, tariffs, freight forwarding, customs, cartage and other transportation or incidental charges shall be borne by Buyer. Corpro reserves the right to deliver Goods or perform Services in installments, all such installments to be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer's obligations to accept remaining deliveries.

**3. Inspection and Acceptance.** Immediately on Buyer's receipt of any Goods shipped or Services performed, Buyer shall inspect the same and shall notify Corpro in writing of any claims for shortages or non-conformance (including defective and damaged Goods or Services). Buyer shall hold any non-conforming Goods for Corpro's written instructions concerning disposition. Failure to give written notice of any non-conforming Goods or Services within ten (10) days after the earlier to occur of receipt of Goods or performance of Services, express oral or written acceptance of the Goods or Services, or payment for the Goods or Services, shall conclusively (a) establish Buyer's acceptance of the Goods or Services, (b) release Corpro from any and all liability therefor, and (c) waive Buyer's right to seek damages or other remedies for any non-conforming Goods or Services subject to Section 8 below. Buyer shall bear the expenses of inspection under all circumstances.

**4. Payment Terms.** Terms of sale are net thirty (30) days from date of invoice, unless otherwise stated in the Agreement. Time is of the essence with respect to all payments. Any amount not received by Corpro when due shall bear interest at the rate of one and one-half percent (1½%) per month (eighteen percent (18% annually), or the maximum rate of interest that applicable law allows, whichever is greater, until fully paid, including any interest due. Buyer agrees to pay all costs of collection resulting from any default by Buyer of this Agreement. Amounts due to Corpro under this Agreement are not subject to offset, deduction or back charges by Buyer. Unless stated otherwise in the Agreement, the prices stated in the Agreement and all payments due to Corpro from Buyer shall be in the lawful currency of the U.S. If, at any time prior to shipment or performance (either complete or partial), Buyer does not meet Corpro's credit approval or Corpro, in its sole discretion, deems Buyer's financial condition to be unsatisfactory, Corpro may either (a) delay or postpone delivery of Goods or

performance of Services, (b) terminate the Agreement, or (c) request payment in full or other security satisfactory to Corpro from Buyer prior to shipment of the Goods or performance of the Services.

**5. Taxes; Permits and Fees; Laws.** Unless expressly stated otherwise in the Agreement, the price for the Goods furnished or Services performed by Corpro excludes all governmental or brokerage taxes, duties, customs, fees, charges or assessments (collectively, "Taxes"). If applicable, Buyer must provide Corpro with documentation acceptable to Corpro of any exemptions claimed from Taxes prior to invoicing. In the event Corpro is required to pay any Taxes not previously paid to Corpro, Buyer shall reimburse Corpro. Unless stated otherwise in the Agreement, Buyer shall secure and pay for all permits and fees necessary for delivery and installation of the Goods or performance of the Services. It is Buyer's duty to ascertain that the Goods or Services proposed by Corpro are and their subsequent installation and use are in accordance with applicable laws, ordinances and building codes. Corpro shall not be responsible for compliance of the Goods or Services to such laws, ordinances and building codes, but shall, to the extent reasonably possible, promptly notify Buyer of any discrepancies brought to Corpro's attention.

**6. Specifications.** Buyer warrants that any documents, drawings, designs or specifications furnished to Corpro by Buyer or any party acting on behalf of, or under direction of, Buyer (collectively, "Specifications") are complete, accurate and may be reasonably relied on by Corpro. Corpro shall have no liability for errors, omissions or inconsistencies in any Specifications. In the event the Agreement contains submittal requirements pertaining to the Goods or Services, Corpro agrees to submit in a timely fashion to Buyer for review and approval any shop drawings, samples, product data, manufacturers' literature or similar submittals as Buyer may reasonably request. Buyer shall be responsible for review and approval of submittals with reasonable promptness to avoid causing delay.

**7. Change Orders.** Changes to the quantity, Specifications, scope of supply or performance, delivery schedule, period of performance, shipping instructions or any other material term of the Agreement, may only be made by Buyer and Corpro executing a written change order ("Change Order"). Any Change Order shall state the parties' agreement on (a) change in the material term of the Agreement, and (b) an adjustment to the purchase price or the date of shipment or period of performance, as applicable. Both parties agree that, unless a Change Order is agreed in writing and signed by authorized representatives of both parties, the Agreement shall not be changed or modified in any manner. In addition, Corpro has the right to suspend performance during the period while the change is being evaluated and negotiated. In the event Buyer has communicated proposed changes to Corpro, Corpro, at its sole discretion, shall either (i) accept the Change Order, (ii) reject the Change Order and continue performance under the existing Agreement, or (iii) terminate the Agreement. In the event that Corpro elects (ii) above, Buyer shall have the option to terminate the Agreement.

**8. Warranties.** "Warranty Period" means (a) for Services and Goods installed as part of the Services, the one (1) year period beginning the date the applicable Services are substantially completed; and (b) for Goods not installed as part of any Services, the ninety (90) day period beginning with the date of shipment from Corpro. The providing of warranty service does not extend or restart a new Warranty Period. Corpro warrants that, for the duration of the Warranty Period and subject to the other limitations in this Agreement, each Service has been performed in accordance with applicable specifications and procedures for such Service, and, if applicable, Goods will be free from defect in materials and workmanship. Notwithstanding anything in this Agreement to the contrary, Corpro's warranty liability shall in no event exceed the amount paid for the original defective Goods or Services. Any claim not received by Corpro within the applicable Warranty Period shall be conclusively deemed waived by claimant. Corpro has the option to verify, with its own representatives, the nature and extent of the alleged defect. Corpro shall have no obligation to provide warranty service and shall have no liability with respect to defective Goods or Services if the Goods, materials, systems of which they are a part, or structures they are intended to protect from corrosion have: (a) been modified, altered, relocated (in the case of cathodic protection systems), used for other than intended purposes, or otherwise changed without Corpro's written consent; (b) been damaged or abused; (c) not been operated or maintained in accordance with design specifications, instructions, operations and maintenance documents, or reasonable business practices; or (d) in the case of Goods or Services, not been paid for in full.

**9. Warranty Limitations.** The Goods warranty applies only to (a) Goods manufactured solely by Corpro ("Corpro Products"), and (b) components of cathodic protection systems installed as part of the Services. Except as stated in the preceding sentence, Corpro does not warrant products manufactured or supplied by other parties, and Buyer shall be entitled to rely on the warranties, if any, only to the extent extended to Buyer by such other parties. Corpro shall not be liable for any expense incurred by Buyer in order to remedy any warranted defect. Corpro's obligation to honor its warranty on defective Services is in all cases limited to, at Corpro's sole option: 1) re-performing such Corpro Service(s), 2) performing additional Service(s), or 3) providing a refund or credit equivalent to the decreased value of the Service(s). Corpro's obligation to honor its warranty on defective Corpro Products is in all cases limited to, at Corpro's sole option: 1) repair or replacement of the defective Corpro Product or component thereof, or 2) providing a cash refund or credit equivalent to the decreased value of the Corpro Products. Replaced Corpro Products shall become the property of Corpro, if Corpro so elects. Corpro shall not be liable for any expense incurred by Buyer in order to remedy any warranted defect. ALL WARRANTIES ARE IN LIEU OF AND CORRPRO DISCLAIMS ANY AND ALL OTHER WARRANTIES, CONDITIONS, AND LIABILITIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. BUYER EXPRESSLY AGREES THAT THIS WARRANTY SHALL SERVE AS BUYER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THE GOODS OR SERVICES. **IN NO EVENT WILL CORRPRO BE LIABLE TO BUYER, ITS AFFILIATES, SUCCESSORS, ASSIGNS OR TRANSFEREES OR TO ANY THIRD PARTY (BY VIRTUE OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY OR OTHERWISE) FOR ANY LOST USE, REVENUES OR PROFITS, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THE GOODS OR SERVICES, ACTS OR OMISSIONS IN CONNECTION WITH ANY AGREEMENT RELATED TO THESE WARRANTIES, OR GOODS OR SERVICES PROVIDED BY CORRPRO UNLESS EXPRESSLY AND EXPLICITLY PROVIDED FOR IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF CORRPRO OR AS OTHERWISE REQUIRED BY LAW.** THESE WARRANTIES SHALL EXTEND ONLY TO THE FIRST PURCHASER OF GOODS OR SERVICES FROM CORRPRO AND SHALL NOT BE ASSIGNED OR TRANSFERRED. Corpro does not warrant that the use or sale of the Goods will not infringe on any U.S. or other patents covering the product itself of the use thereof in combination with other products or the operation of any process.

**10. Reliance on Buyer's Representations.** Corpro shall be entitled to rely on representations made by or on behalf of Buyer that all conditions necessary for the proper installation or performance of the Goods or Services or Corpro Products have been satisfied, except to the extent Corpro is specifically contracted to make such determination. Corpro shall have no liability for any and all claims, losses, and causes of action arising out of, resulting from, or in any way attributable to failure of Buyer to satisfy such conditions, Buyer's failure to advise of existing site conditions affecting the Goods or Services (including, but not limited to, the location of subsurface or concealed structures, systems or components thereof), or the use or operations of products, materials, or systems subsequent to any transfer to any third party. Corpro makes no representations or warranties with respect to, and disclaims liability arising out of, products or services sold by Buyer.

**11. Technical Assistance.** At Buyer's request, Corpro may, in its discretion, furnish technical assistance and information with respect to the Goods. CORRPRO MAKES NO WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, WITH RESPECT TO TECHNICAL ASSISTANCE OR INFORMATION PROVIDED BY CORRPRO OR ITS PERSONNEL. ANY SUGGESTIONS BY CORRPRO REGARDING USE, SELECTION, APPLICATION OR SUITABILITY OF THE GOODS SHALL NOT BE CONSTRUED AS AN EXPRESS WARRANTY UNLESS SPECIFICALLY DESIGNATED AS SUCH IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF CORRPRO.

**12. Confidentiality.** All information, including quotations, specifications, drawings, prints, schematics, and any other engineering, technical or pricing data or information submitted by Corpro to Buyer related to any order for Goods or Services are the confidential and proprietary information of Corpro. Buyer and its employees, agents or other parties for whom Buyer is responsible may not disclose Corpro's confidential and proprietary information to any third parties, or use

Corpro's confidential and proprietary information for its own account or that of any third party, except in the performance of this Agreement.

**13. Force Majeure.** If Corpro is delayed at any time by the acts or omissions of Buyer, Change Orders, or any Force Majeure, then the period of performance of Services shall be extended, the delivery of Goods rescheduled and the price equitably adjusted to reflect the effects of delay on Corpro's costs. "Force Majeure" means circumstances beyond Corpro's reasonable control, including acts of God, acts of public enemies, wars, other hostilities, blockades, insurrections, riots, epidemics, quarantine restrictions, floods, unavailability of components or supplies, lightning, fire, storms, earthquakes, arrests, civil disturbances, acts of any governmental or local authority, and any other acts and causes not within Corpro's control, whether foreseeable or not. If Corpro is unable for any reason to supply the total demands for Goods specified in the Agreement, Corpro may allocate its viable supply among any or all purchasers on such basis as Corpro may deem fair and practical, without liability for any failure of performance which may result therefrom.

**14. Default; Termination.** If Buyer fails to perform any of its obligations under this Agreement, including failure to make payments as provided in this Agreement or otherwise, or if Buyer fails to give prompt assurances of future performance when requested by Corpro, then Corpro may, on five (5) days' written notice to Buyer, declare Buyer to be in default and Corpro may suspend or terminate performance of its obligations under this Agreement without liability and retain all rights and remedies Corpro may possess at law, in equity or as provided in these T&Cs. In addition to the remedies above, to the extent that (a) Corpro declares a default under this Paragraph 14, or (b) if the Agreement is terminated for any reason other than default by Corpro, Buyer agrees to pay Corpro for any (i) Services performed and Goods installed or delivered to date of termination, (ii) Goods ordered which cannot be terminated, and (iii) all costs associated with demobilizing equipment and personnel. All costs recovered shall include overhead or profit on costs.

**15. Hazardous Material.** Corpro is not responsible for the discovery of any hazardous material at the site where Services are to be performed. In the event Corpro discovers hazardous material, Corpro will promptly notify Buyer. Corpro is not obligated to commence or continue providing Services until all hazardous material discovered at the place of performance has been removed, remediated, or determined to be harmless. If Corpro incurs additional costs or is delayed due to the presence or remediation of hazardous material, Corpro is entitled to an equitable adjustment in both the Agreement's price and the time for performance. In no event shall Corpro be liable to Buyer or any third party for any hazardous material existing at the place of performance, or brought onto said premises by any third party. Hazardous material includes any substance or material identified currently or in the future as hazardous under applicable laws, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or cleanup.

**16. Release of Liability for Buried Pipelines.** If necessary for the performance of Services, Corpro will contact the appropriate jurisdictional authority to identify and locate any buried public utilities at least seventy-two (72) hours prior to commencing Services on site. Corpro will also attempt to locate any buried metallic piping prior to commencing Services on the site. Buyer will provide Corpro with accurate, dimensioned, reliable site piping and utility plans ("as-built site drawings") which depict, at a minimum, the precise location of all underground storage tanks and all below ground fuel, vent, air, water, or natural gas piping and electrical/instrumentation conduits (collectively "below-ground hazards") at least three (3) days in advance of the date Corpro is to commence Services at the site. If Buyer fails to provide as-built site drawings, or if any as-built site drawings provided by Buyer are inaccurate or fail to identify the location of all below-ground hazards, Buyer agrees that Corpro will not be liable to Buyer for any damages, liabilities or claims arising from damage to any below-ground hazard or a release of petroleum products or other hazardous material, in the course of Corpro's performance of the Services, including any such damages caused by the negligence of Corpro or its employees. In addition, Buyer will indemnify and hold Corpro harmless from any such damages, liabilities or claims made by third parties, including governmental agencies.

**17. Indemnification.** TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CORRPRO AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS

FROM AND AGAINST ANY AND ALL LIABILITY, LOSSES, COSTS (INCLUDING COSTS OF LITIGATION OR OTHER DISPUTE RESOLUTION AND ATTORNEYS' FEES), CLAIMS AND CAUSES OF ACTION IN FAVOR OF ANY AND ALL PERSONS ARISING OUT OF, RESULTING FROM, OR IN ANY WAY ATTRIBUTABLE TO THE NEGLIGENT ACT OR ACTION, OMISSION OR FAILURE TO ACT ON THE PART OF BUYER OR ITS DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, AGENTS OR ANY OTHER PARTY FOR WHOSE ACTS OR OMISSIONS ANY OF THEM MAY BE LIABLE. TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER FURTHER AGREES THAT WHERE OTHER CONSULTANTS OR CONTRACTORS ARE EMPLOYED IN THE WORK, BUYER WILL NOT HOLD CORRPRO RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY CAUSED BY ANY FAULT OR NEGLIGENCE OF SUCH OTHER CONSULTANTS OR CONTRACTORS FOR RECOVERY FROM THEM, OR ANY OF THEM, FOR ANY SUCH DAMAGE OR INJURY.

**18. Insurance.** Corpro shall maintain the following insurance policies and limits: commercial general liability insurance with limits of \$2,000,000 per occurrence/\$4,000,000 per-project aggregate, automobile liability with combined single limits of \$2,000,000 per occurrence, workers' compensation/employer's liability with limits of \$1,000,000/\$1,000,000/\$1,000,000, contractor's pollution liability with \$5,000,000 per pollution event and professional liability with \$5,000,000 limits. Such insurance shall be subject to the coverage provisions, limitations of liability, and other terms and conditions contained in the applicable policies. Buyer agrees to waive any rights of subrogation against Corpro on behalf of itself and its insurers. Upon written request Corpro will provide to Buyer a certificate evidencing such insurance.

**19. Limitation of Liability.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, BUYER AGREES THAT ANY RECOURSE AGAINST CORRPRO UNDER THIS AGREEMENT OR RELATED TO CORRPRO'S PROVISION OF GOODS OR SERVICES HEREUNDER, INCLUDING BUT NOT LIMITED ANY INDEMNITY OR WARRANTY OBLIGATIONS, SHALL BE STRICTLY LIMITED TO THE AMOUNT PAID TO CORRPRO UNDER THIS AGREEMENT. IN NO EVENT SHALL CORRPRO OR ITS AFFILIATES BE LIABLE TO BUYER, ITS AFFILIATES, SUCCESSORS, ASSIGNS, VENDEES OR TRANSFEREES, OR TO ANY THIRD PARTY, FOR ANY ECONOMIC LOSS, LOST PROFITS OR BUSINESS OPPORTUNITIES, PHYSICAL HARM, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, EVEN IF CORRPRO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF, RESULTING FROM OR RELATING IN ANY WAY TO THIS AGREEMENT OR ACTS OR OMISSIONS OF CORRPRO IN CONNECTION THEREWITH.

**20. Governing Law; Venue; Dispute Resolution.** The validity, construction and interpretation of this Agreement shall be governed by the laws of the State of Texas (USA), excluding any conflicts of laws principles which would direct application of the substantive law of another jurisdiction. Any and all disputes, claims or controversies arising out of or relating to this Agreement, or the breach thereof, shall be finally settled in the district court for the Southern District of Texas or the Harris County District Court, both located in Houston, Texas. Each party agrees to personal jurisdiction in these courts. In any litigation proceeding pursuant to this Agreement, the prevailing party shall recover from the other party all reasonable attorneys' fees, and other expenses in connection with such proceeding. Neither the UNCITRAL Convention on Contracts for the International Sale of Goods nor the UNIDROIT Principals of International Commercial Contracts (last version published as of the date of this Agreement) shall apply to the validity, construction and performance of this Agreement.

**21. Export Compliance.** Corpro's Goods or Services are subject to U.S. export laws, rules, treaties, regulations, and international agreements (collectively, "Export Laws"). Buyer assumes the responsibility of abiding by the Export Laws along with applicable foreign laws when transferring, selling, importing, exporting, re-exporting, deemed exporting, diverting, or otherwise disposing of Goods or Services. By purchasing the Goods or Services, Buyer represents it is not in a sanctioned country nor is Buyer an individual or an entity whose purchase of the Goods or Services is restricted by the Export Laws.

**22. Order of Precedence; Notice.** If there is a conflict between the contract documents included in this Agreement, unless specified otherwise, the provisions of the documents will control in the following order: (a) provisions stated in the Sales Document; (b) these T&Cs; and (c) any other contract documents. All notices

and communications required by this Agreement shall be delivered, in writing, to the Corpro address stated on the Sales Document.

**23. Interpretation.** Corpro and Buyer acknowledge this Agreement represents the entire agreement and understanding between the parties, incorporating all prior negotiations and understandings relating to the subject matter of this Agreement, whether written or oral. This Agreement shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner. The failure of Corpro to insist on strict performance of this Agreement shall not constitute a waiver of, or estoppel against, asserting the right to require such performance in the future, nor shall a waiver or estoppel in any one instance constitute a waiver or estoppel with respect to a later breach of a similar nature or otherwise. All rights and remedies under this Agreement are cumulative and are in addition to any other rights and remedies Corpro may have at law or in equity. Unless the context of this Agreement clearly requires otherwise, "including" is not limiting and "or" has the inclusive meaning represented by the phrase "and/or." If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. The section headings are for convenience only; they form no part of the terms and conditions and shall not affect their interpretation. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns; however, Buyer may not assign this Agreement without the prior written consent of Corpro.

This **WARRANTY CERTIFICATE** is provided to the purchaser of Corrpro's products and/or services and is subject to Corrpro's terms and conditions applicable to such sale.

#### **WARRANTY ON CORRPRO SERVICES**

Corrpro warrants that, for the duration of the Warranty Period and subject to the other limitations herein, each Corrpro Service has been performed in accordance with Corrpro's applicable specifications, procedures, and directions for such Corrpro Service. As used in this warranty, "Corrpro Service" means service provided by Corrpro, its employees, and authorized subcontractors.

#### **WARRANTY ON CORRPRO PRODUCTS**

Corrpro warrants that, for the duration of the Warranty Period and subject to the other limitations herein, Corrpro Products will be free from defect in materials and workmanship. As used in this warranty, "Corrpro Products" means only (a) products manufactured solely by Corrpro and (b) components of cathodic protection systems installed as part of Corrpro Services. Except as stated in the preceding sentence, Corrpro does not warrant products manufactured or supplied by other parties, and purchaser shall be entitled to rely on the warranties, if any, only to the extent extended to purchaser by such other parties.

#### **WARRANTY PERIOD**

"Warranty Period" means (a) for Corrpro Services and Corrpro Products installed as part of Corrpro Services, the one (1) year period beginning the date the applicable Corrpro Services are completed; and (b) for Corrpro Products not installed as part of Corrpro Services, the ninety (90) day period beginning with the date of shipment from Corrpro. The providing of Warranty Service does not extend or restart a new Warranty Period.

#### **WARRANTY SERVICE**

Claims arising out of the above warranties must be made in writing and delivered to the Corrpro location which provided the Corrpro Services or Corrpro Products, or if such location has moved, to its new location or to Corrpro's headquarters. As a condition to Corrpro's obligations herein, the claimant must provide the warranty certificate and original invoice applicable to such Corrpro Product or Corrpro Service and shall set forth the specific circumstances of the claim in reasonable detail. Any claim not made within the applicable Warranty Period shall be conclusively deemed waived by claimant.

Corrpro's obligation to honor its warranty on defective Corrpro Services is in all cases limited to, at Corrpro's sole option: 1) re-performing such Corrpro Service, 2) performing additional Corrpro Service, or 3) providing a refund or credit. Notwithstanding anything herein to the contrary, the value of the foregoing shall in no event exceed the amount paid for the original Corrpro Service.

## **CORRPRO COMPANIES, INC. WARRANTY CERTIFICATE**

Corrpro's obligation to honor its warranty on defective Corrpro Products is in all cases limited to, at Corrpro's sole option: 1) repair or replacement of the defective Corrpro Product or component thereof, or 2) providing a cash refund or credit. Notwithstanding anything herein to the contrary, the value of the foregoing shall in no event exceed the amount paid for the original Corrpro Product. Replaced Corrpro Products shall become the property of Corrpro. Corrpro shall not be liable for any expense incurred by purchaser in order to remedy any warranted defect.

#### **RELIANCE ON PURCHASER'S REPRESENTATIONS**

Corrpro shall be entitled to rely on representations made by or on behalf of Purchaser that all conditions necessary for the proper installation or performance of Corrpro Products, systems, materials, components and Corrpro Services have been satisfied, except to the extent Corrpro is specifically contracted to make such determination. Corrpro shall have no liability for any and all claims, losses, and causes of action arising out of, resulting from, or in any way attributable to failure of Purchaser to satisfy such conditions, Purchaser's failure to advise of existing site conditions affecting the work (including, but not limited to, the location of subsurface or concealed structures, systems or components thereof), or the use or operations of products, materials, or systems subsequent to any transfer to any third party. Corrpro makes no representations or warranties with respect to, and disclaims liability arising out of, products or services sold by purchaser.

#### **DAMAGE AND SUBSEQUENT EVENTS**

Corrpro shall have no obligation to provide warranty service and shall have no liability with respect to defective Corrpro Services or Corrpro Products if the Corrpro Products, materials, systems of which they are a part, or structures they are intended to protect from corrosion have: 1) been modified, altered, relocated (in the case of cathodic protection systems), used for other than intended purposes, or otherwise changed without Corrpro's written consent; 2) been damaged or abused; 3) not been operated or maintained in accordance with design specifications, instructions, operations and maintenance documents, or reasonable business practices; or 4) in the case of Corrpro Products or Corrpro Services, not been paid for in full.

#### **NO RELIANCE ON OTHER STATEMENTS**

This warranty is the sole warranty offered by Corrpro. No statement or affirmation by or on behalf of Corrpro by words or actions other than as set forth herein shall constitute a warranty, and Purchaser shall not be entitled to rely on any oral or written statement including those of any employee,

agent, or representative of Corrpro as being part of the terms and conditions of this warranty or of doing business unless such statement is in writing signed by a vice president of Corrpro.

#### **RISK ALLOCATION**

Corrpro does not represent, warrant, or otherwise guarantee that any product, material, or system sold is failure proof. Corrpro does not insure results and the prices charged reflect that an allocation of risk is being made. It is the responsibility of purchaser to maintain such insurance as is required under the circumstances.

#### **LIMITATION OF LIABILITY/SOLE REMEDY**

THE WARRANTIES PROVIDED ABOVE ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, CONDITIONS, AND LIABILITIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. PURCHASER AND SELLER EXPRESSLY AGREE THAT THIS WARRANTY SHALL SERVE AS PURCHASER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO PRODUCTS AND SERVICES PROVIDED BY CORRPRO, ITS EMPLOYEES OR AUTHORIZED SUBCONTRACTORS. IN NO EVENT WILL CORRPRO BE LIABLE TO PURCHASER, ITS AFFILIATES, SUCCESSORS, ASSIGNS OR TRANSFEREES OR TO ANY THIRD PARTY (BY VIRTUE OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY OR OTHERWISE) FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR, EXCEPT AS PROVIDED HEREIN, SPECIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS OR OPPORTUNITIES) ARISING OUT OF OR IN ANY WAY RELATED TO THE PRODUCTS OR SERVICES SUPPLIED, ACTS OR OMISSIONS IN CONNECTION WITH ANY AGREEMENT RELATED TO THE WARRANTIES CONTAINED HEREIN, OR PRODUCTS, MATERIALS, OR SERVICES PROVIDED BY CORRPRO UNLESS EXPRESSLY AND EXPLICITLY PROVIDED FOR HEREIN OR IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF CORRPRO OR AS OTHERWISE REQUIRED BY LAW. THE WARRANTY PROVIDED HEREIN SHALL EXTEND TO THE FIRST PURCHASER OF SUCH GOODS OR SERVICES FROM CORRPRO AND SHALL NOT BE ASSIGNED OR TRANSFERRED.

**corrpro**<sup>®</sup>  
An Aegion Company

**FOR ITEM NO. 11  
PLEASE SEE ITEM NO. 13A**

**FOR ITEM NO. 12  
PLEASE SEE ITEM NO. 13A**



# City of Santa Fe Springs

City Council Meeting

May 18, 2021

## **CONSENT AGENDA**

Minutes of the May 2, 2021 and April 20, 2021 Regular and Special City Council Meetings

### **RECOMMENDATION(S)**

- Approve the minutes as submitted.

### **BACKGROUND**

Staff has prepared minutes for the following meeting:

- April 20, 2021 Special Meeting Minutes
- April 20, 2021 Regular Meeting Minutes
- May 2, 2021 Special Meeting Minutes

Staff hereby submits the minutes for Council's approval.

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

Raymond R. Cruz  
City Manager

### **Attachments:**

1. April 20, 2021 Special Meeting Minutes
2. April 20, 2021 Regular Meeting Minutes
3. May 2, 2021 Special Meeting Minutes



APPROVED:

## MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL

April 20, 2021

1. **CALL TO ORDER**

Mayor Mora called the meeting to order via teleconference at 5:00 P.M

2. **ROLL CALL**

**Members present:** Councilmembers Sarno, Trujillo, Zamora, Mayor Pro Tem Rodriguez, and Mayor Mora.

**Members absent:** None.

3. **PUBLIC COMMENTS:** None.

### CITY COUNCIL

#### **STUDY SESSION**

4. Capital Improvement Plan (CIP) Update (Public Works)

**Recommendation:**

- The report is for informational purposes only and does not require any action by the City Council.

Director of Public Works, Noe Negrete started his presentation by providing an overview of the projects that have been completed, are in progress, and require attention from 2018 to 2020. He reviewed the Utility Users Tax (UUT) Capital Improvement Projects which include the Terradell, Whiteland, Roma, and Nova Street Improvements; the Dunning Street, Gridley Road, Darcy Street, and Harvest Avenue Rehabilitation Projects; the Clarkman Street, Jersey Avenue, and Joslin Avenue Slurry Seal Street Phase II, the City Wide Striping, the SFS Athletic Fields, Picnic Shelters, Trellis Project, and the Municipal Services Yard Underground Waste Oil Tank Removal Project.

He also spoke about the Bond Funded Capital Improvement Projects which include the Town Center Plaza Parking Lot Improvement Design, the Traffic Signal at Florence Ave/Ringwood Avenue, the Greenstone Avenue Rehabilitation Project, the Sunshine Avenue Rehabilitation Project; the Santa Fe Springs Road, Rivera Road, Ann Street, and Painter Road Three Year Street Improvement Plan Year 2, the Los Nietos, Lakeland, and Meyer Road Three Year Street Improvement Plan Year 3, and the Cambridge/Carmenita – Golden Springs Development (Traffic Signal, Street Resurfacing). He reiterated that bond funds are derived from redevelopment funds, and that most of the money from the bonds are going into the streets. He stated the money for the designing the Town Center Parking Lot was bond funded, but the construction of the parking lot will use UUT money.

He continued to speak about the Water – CIP Projects which include the Water Well No. 12 Packers, and Whittier Water Connection Project. He also highlighted other completed Capital Improvement Projects such as the Florence Avenue Widening, City Hall ADA Counter, Court Resurfacing (Handball, Tennis, and Basketball), Replacement of Baseball/Basketball Scoreboards, Backboards/Rims, and Marquardt Avenue 16-inch Water Main Relocation. He summarized the average price of each project.

Director Negrete proceeded his presentation by going over the remaining UUT Capital Improvement Projects, Bond Funded Capital Improvement Projects, and Grant Funded Projects. He stated that the reason for this meeting was to develop a needs assessment and to identify the next steps and compare the needs to wants. He also made it clear that with the available funding, council will have to either identify new sources of funding or keep applying for grants to fund the next set of projects.

Councilmember Zamora asked how many CDBG projects Public Works has completed. Director Negrete stated that most of the projects do not qualify for CDBG funds, instead they the City would sell it but it is now outlawed. He stated that the funds are primarily used for the Teen Club at Town Center Hall and certain Fire vehicles, along with exterior remodeling along Washington Blvd. He also stated that grants are competitive, and the regional location of the City does not lend itself to favorability for grants.

Councilmember Sarno asked about what prevents certain parks to be prioritized over others. Director Negrete stated that in the past a priority list was compiled in collaboration with Public Works and the Parks and Recreation Department, which was then brought to Council for approval. Councilmember Zamora stressed that the City should be utilizing every resource possible to ensure that high-use parks like Lakeview Park are being brought up to date. Councilmember Sarno agreed that every park requires updating, and Mayor Pro Tem Rodriguez added that the parkettes could also use attention.

Council reiterated that projects should be moved along, and Councilmember Zamora stressed the importance of keeping Council apprised of the progress of each project. City Manager Raymond R. Cruz added that even with consultant assistance, it takes a manager to oversee progress, and that currently there are only two managers in the department. Director Negrete referenced that in the past Public Works Engineering had a staff of 22 working on 6 to 8 projects; currently they have a staff of 8 working on 10 to 12 projects. Mayor Mora expressed that Director Negrete should come forward with needs to ensure the projects are being completed. Councilmember Sarno also expressed the need for the subcommittee to meet more frequently.

Council thanked Public Works for their presentation.

**5. ADJOURNMENT**

Mayor Mora adjourned the meeting at 6:06 p.m.

\_\_\_\_\_  
John M. Mora  
Mayor

**ATTEST:**

\_\_\_\_\_  
Janet Martinez  
City Clerk

\_\_\_\_\_  
Date



APPROVED:

## MINUTES OF THE MEETINGS OF THE CITY COUNCIL

April 20, 2021

1. **CALL TO ORDER**

Mayor Mora called the meeting to order via teleconference at 6:07 p.m.

2. **ROLL CALL**

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

**Members absent:** None.

3. **INVOCATION**

Mayor Pro Tem Rodriguez led the invocation.

4. **PLEDGE OF ALLEGIANCE**

The Youth Leadership Committee led the Pledge of Allegiance.

5. **PUBLIC COMMENTS**

Jenn Hernandez submitted a public comment to enter into the record.

### **PUBLIC FINANCING AUTHORITY**

6. **CONSENT AGENDA**

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

- a. Minutes of the March 16, 2021 Public Financing Authority Meetings (City Clerk)

**Recommendation:**

- Approve the minutes as submitted.

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

**Recommendation:**

- Receive and file the report.

It was moved by Council Member Zamora, seconded by Council Member Trujillo to approve Items No. 6A and 6B, by the following vote:

**Ayes:** Sarno, Trujillo, Zamora, Rodríguez, Mora

**Nays:** None

**Absent:** None

## WATER UTILITY AUTHORITY

### 7. CONSENT AGENDA

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

- a. Minutes of the March 16, 2021 Water Utility Authority Meetings (City Clerk)

**Recommendation:**

- Approve the minutes as submitted.

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

**Recommendation:**

- Receive and file the report.

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

**Recommendation:**

- Receive and file the report.

It was moved by Council Member Sarno, seconded by Mayor Pro Tem Rodriguez to approve Items No. 7A through 7C, by the following vote:

**Ayes:** Sarno, Trujillo, Zamora, Rodríguez, Mora

**Nays:** None

**Absent:** None

## HOUSING SUCCESSOR

### 8. CONSENT AGENDA

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

- Minutes of the March 16, 2021 Housing Successor Meetings (City Clerk)

**Recommendation:**

- Approve the minutes as submitted.

It was moved by Council Member Trujillo, seconded by Council Member Zamora to approve the consent agenda, by the following vote:

**Ayes:** Sarno, Trujillo, Zamora, Rodríguez, Mora

**Nays:** None

**Absent:** None

## SUCCESSOR AGENCY

### 9. CONSENT AGENDA

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

- Minutes of the March 16, 2021 Successor Agency Meetings (City Clerk)

**Recommendation:**

- Approve the minutes as submitted.

It was moved by Mayor Pro Tem Rodriguez, seconded by Council Member Sarno to approve the consent agenda, by the following vote:

**Ayes:** Sarno, Trujillo, Zamora, Rodríguez, Mora

**Nays:** None

**Absent:** None

**CITY COUNCIL**

**10. CONSENT AGENDA**

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

a. Minutes of the March 16, 2021 Regular City Council Meetings (City Clerk)

**Recommendation:**

- Approve the minutes as submitted.

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

**Recommendation:**

- Adopt Resolution No. 9712:  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, REAFFIRMING THE EXISTENCE OF A LOCAL EMERGENCY DUE TO THE THREAT OF COVID-19.

c. Sub-Committee Updates (Finance)

**Recommendation:**

- Receive and file the meeting reports.

It was moved by Council Member Zamora, seconded by Council Member Sarno to approve the consent agenda, by the following vote:

**Ayes:** Sarno, Trujillo, Zamora, Rodríguez, Mora

**Nays:** None

**Absent:** None

**NEW BUSINESS**

**11. Resolution No. 9711 for Fitness Court Project at Los Nietos Park/Proposition 68 Funding (Community Services)**

**Recommendation:**

- Adopt Resolution No. 9711 approving the Parks and Recreation Services Manager to apply for Proposition 68, Per Capita Park Bond Grant Funds;
- Approve Adding the Fitness Court Project to the Capital Improvement Plan; and
- Appropriate \$266,000 from Utility Users Tax Funds for the project.

Parks & Recreation Services Manager, Gus Hernandez provided a brief presentation on Item No. 11.

Councilmember Zamora asked if the proposed location for the fitness court would take over the proposed Options for Learning bungalow installment. City Manager Raymond R. Cruz clarified that due to long term economics, Options for Learning had decided not to move forward with their project. Parks and Recreation Manager Gus Hernandez stated that if approved, expected ground breaking for the project would be in the first quarter of 2022 and would be added to the Public Works project list.

It was moved by Council Member Sarno, seconded by Council Member Zamora to adopt Resolution No. 9711 approving the Parks and Recreation Services Manager to apply for Proposition 68, Per Capita Park Bond Grant Funds, approve Adding the Fitness Court Project to the Capital Improvement Plan, and appropriate \$266,000 from Utility Users Tax Funds for the project, by the following vote:

**Ayes:** Sarno, Trujillo, Zamora, Rodríguez, Mora  
**Nays:** None  
**Absent:** None

**12. Horseshoe Pit 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.

Director of Public Works, Noe Negrete, introduced CIP Project Manager, Robert Garcia to provide a brief presentation on Item No. 12.

Councilmember Zamora asked if cup holders would be added. CIP Manager Robert Garcia said they would look into adding that to the project. Councilmember Zamora asked if benches or seating could be added. Director Negrete said they would look at it after to avoid adding to the scope of the work and not have it be reimbursable.

It was moved by Council Member Zamora, seconded by Council Member Trujillo to approve the Plans and Specifications, and authorize the City Engineer to advertise for construction bids, by the following vote:

**Ayes:** Sarno, Trujillo, Zamora, Rodríguez, Mora  
**Nays:** None  
**Absent:** None

**13. Interior and Exterior Painting Park Facilities – Authorization to Advertise for Construction Bids (Public Works)**

**Recommendation:**

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

Director of Public Works, Noe Negrete, introduced CIP Project Manager, Robert Garcia to provide a brief presentation on Item No. 13.

Councilmember Sarno inquired about the possibility of using a variety of colors. Director Negrete stated that Public Works attempts to keep a consistent stock of paint to facilitate painting, and recommended that it can be addressed by the CIP Subcommittee and the contractor when they get on board.

It was moved by Council Member Sarno, seconded by Mayor Pro Tem Rodriguez, to approve the Plans and Specifications, and authorize the City Engineer to advertise for construction bids, by the following vote:

**Ayes:** Sarno, Trujillo, Zamora, Rodríguez, Mora  
**Nays:** None  
**Absent:** None

**14. Presentation and Consideration of the City's Comprehensive Annual Financial Report for the Fiscal Year ending June 30, 2020 (Finance)**

**Recommendation:**

- Receive and file the City's Comprehensive Annual Financial Report for the Fiscal Year ending June 30, 2020 and related communications.

Director of Finance and Administrative Services, Travis Hickey provided a presentation on Item No. 14. He introduced Tim Patel from CliftonLarsonAllen to provide a separate presentation.

It was moved by Council Member Sarno, seconded by Mayor Pro Tem Rodriguez, to receive and file the City's Comprehensive Annual Financial Report for the Fiscal Year ending June 30, 2020 and related communications, by the following vote:

**Ayes:** Sarno, Trujillo, Zamora, Rodríguez, Mora  
**Nays:** None  
**Absent:** None

**15. CITY MANAGER AND EXECUTIVE TEAM REPORTS**

- City Manager, Raymond R. Cruz spoke about the precautions the City took in regards to COVID-19, including having employees work remotely and increased sanitation efforts. He also spoke about reopening plans relating to City facilities which include having council meetings in person starting May 4, 2021, and all employees will return on May 17, 2021. Members of the public will be allowed back into public buildings on June 14, 2021. He introduced Director of Community Services, Maricela Balderas to provide additional information on public gathering guidelines at City parks and facilities with guidelines set forth by the Los Angeles County Department of Public Health. The City will continue to be in communication with the County to ensure compliance with health guidelines and protocols.
- Police Captain, Aaron Ruiz provided information on two recent incidents regarding gunfire. He stated the Whittier Police Department is committed to keeping Santa Fe Springs safe by proactive engagement. He asked anyone that might have any

additional information on the two recent incidents to contact the Whittier Police Department. City Manager, Raymond R. Cruz stated that they are actively working with Whittier Police Department on specifics to help reduce crime and increase patrolling. Council thanked Captain Aaron Ruiz for keeping the community safe.

- Director of Public Works, Noe Negrete called upon Municipal Services Manager, Kevin Periman to provide an update on signs recently installed. Signs were installed to remind park guests to pick up dog waste. Director Negrete also introduced Utility Services Manager, Jesse Sira to provide an update on water sources for the City. Director Negrete added that the ultimate goal is to become independent of Metropolitan Water District.
- Director of Planning, Wayne Morrell spoke about two items. First, he spoke about potential zoning modifications under the Biden Administration's proposed infrastructure plan. Second, he spoke about the Chevron site on Norwalk Blvd and Telegraph Rd and the messaged meshing surrounding it.
- Director of Police Services, Dino Torres spoke about recognizing Dispatchers Week, which seeks to recognize the dispatchers who take and direct 911 calls. Second, he spoke about Public Safety staff's presence at public schools due to schools accepting students once again.
- Fire Chief, Brent Hayward provided an update on COVID-19 cases within the City and across the County. He also provided positive vaccine supply. Lastly, he provided an update on apparatus projects.
- Director of Finance and Administrative Services, Travis Hickey spoke about meeting with the City's sales tax consultant and reported positive news, saying the City is up 11.6% in comparison to the same time the year before. He also stated many of the new businesses in the City are doing well.
- Director of Community Services, Maricela Balderas spoke about the tax assistance program, stating that all appointments have been filled. She also spoke about the Los Angeles County Department of Public Health contacting the City to host a COVID-19 vaccination clinic on April 28, 2021. Lastly, she spoke about the planned removal of the Options for Learning site planned for June of this year.

**16. PRESENTATIONS**

Proclaiming the week of May 2-8, 2021 as "Municipal Clerks Week" in the City of Santa Fe Springs

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

Mayor Pro Tem Rodriguez appointed Felix Miranda Jr. to the Youth Leadership Committee.

**18. COUNCIL COMMENTS**

Councilmember Sarno offered his condolences to the family of the resident who passed away recently, and thanked staff for going above and beyond to provide great services to

the City.

Councilmember Trujillo ensured everyone that the City is committed to keeping residents safe. She also expressed excitement at being able to return back to the Council Chambers to hold in-person council meetings in the near future. Lastly, she thanked City Clerk staff for their work.

Councilmember Zamora thanked City Clerk staff for their work, and also spoke about the shooting incidents. He thanked the Whittier Police Department for their involvement in keeping the City safe, and also thanked Department directors for their informative reports.

Mayor Pro Tem Rodriguez thanked City Clerk staff for their work, and commended City staff on the informative presentations. She also extended a thanks to the police officers who serve our City, and thanked all staff for their work this year and in the previous year in an effort to keep services running.

Mayor Mora looked forward to the end of the pandemic, and thanked police services and first responders. He stated that even though tragic events occur, the City will always come out on top despite the challenges. Lastly, he thanked City Clerk staff for their work.

**CLOSED SESSION**

19. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Initiation of litigation pursuant to Government Code Section 54956.9(d)(4): One case

**CLOSED SESSION**

20. CONFERENCE WITH LABOR NEGOTIATORS  
(Pursuant to California Government Code Section 54957.6)  
**Agency Designated Representatives:** City Manager, Labor Negotiator Colin Tanner.  
**Employee Organizations:** Santa Fe Springs City Employees' Association, Santa Fe Springs Firefighters' Association, and Santa Fe Springs Executive, Management and Confidential Employees' Association

**CLOSED SESSION**

21. CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
(Pursuant to California Government Code Section 54956.8)  
**Property:** APN No. 8009-007-930 (southwest of Telegraph Road and Norwalk Blvd)  
**Agency Negotiator:** City Manager, Planning Director  
**Negotiating Parties:** Westland Real Estate Group  
**Under Negotiation:** Price and Terms

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***Mayor Mora recessed the meeting at 8:31 p.m.***

***Mayor Mora reconvened the meeting at 9:55 p.m.***

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**22. CLOSED SESSION REPORT**

City Attorney, Ivy M. Tsai provided a report on Closed Session Items: Direction was given to staff and no reportable action was taken.

**23. ADJOURNMENT**

Mayor Mora adjourned the meeting at 9:55 p.m.

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John M. Mora  
Mayor

**ATTEST:**

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Janet Martinez  
City Clerk

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Date



APPROVED:

## MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL

May 2, 2021

1. **CALL TO ORDER**

Mayor Mora called the meeting to order at 8:48 A.M

2. **ROLL CALL**

**Members present:** Councilmembers Sarno, Trujillo, Zamora, Mayor Pro Tem Rodriguez, and Mayor Mora.

**Members absent:** None.

3. **WELCOME BY MAYOR JOHN M. MORA**

4. **ORAL COMMUNICATIONS:** None

5. **COMMENTS BY THE CITY MANAGER**

City Manager Raymond Cruz provided a brief introduction on the purpose of the workshop.

6. **STRATEGIC PLANNING WORKSHOP**

Strategic Planning Workshop facilitated by John Bramble of Management Partners to include City accomplishments and the City Council's vision and priorities.

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7. **ADJOURNMENT**

Mayor Mora adjourned the meeting at 2:05 p.m.

\_\_\_\_\_  
John M. Mora  
Mayor

**ATTEST:**

\_\_\_\_\_  
Janet Martinez  
City Clerk

\_\_\_\_\_  
Date



## **CONSENT CALENDAR**

Quarterly Treasurer's Report of Investments for the Quarter Ended March 31, 2021

### **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 March 31, 2021 was also provided to each Councilmember on April 29, 2021.

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 \$164,068 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 March 31, 2021 was 1.48%, down from 1.66% 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



# City of Santa Fe Springs

City Council Meeting

May 18, 2021

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 1.48% as of March 31, 2021. 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 March 31, 2021 was -0.35% while the benchmark total return was -0.52%. The City's overall portfolio performance was 0.17% 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 0.44% for the quarter while the MMF returned 1.00%. The LAIF accounts returned a total of \$70,300 in interest income.

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

Date of Report: May 13, 2021



# City of Santa Fe Springs

City Council Meeting

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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	\$ 85.8 million
Successor Agency Bond Funds	18.2 million
Bonds Reserves and Debt Service	<u>9.4 million</u>
Total Investments	\$113.4 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	69.8 million
MMF	<u>9.4 million</u>
Total Investments	\$113.4 million

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

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

Raymond R. Cruz  
City Manager

Attachments:

1. Treasurer's Report of Investments (Quarter Ended March 31, 2021)
2. PFMAM Investment Performance Review (Quarter Ended March 31, 2021)

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

Date of Report: May 13, 2021

**CITY OF SANTA FE SPRINGS  
TREASURER'S REPORT OF INVESTMENTS  
QUARTER ENDED MARCH 31, 2021**

DESCRIPTION	BEGINNING BALANCE	DEPOSITS/ PURCHASES	WITHDRAWALS/ SALES	ENDING BALANCE	MARKET VALUE	QUARTERLY INVESTMENT EARNING	ANNUAL YIELD
<b>POOLED INVESTMENTS:</b>							
PFM MANAGED PORTFOLIO (1)	\$ 33,324,508.09	\$ 3,287,840.65	\$ 3,134,737.72	\$ 33,477,611.02	\$ 34,204,187.51	\$ 164,068.38	1.48%
LOCAL AGENCY INVESTMENT FUND	43,415,359.24	15,166,627.63	7,100,000.00	51,481,986.87	51,547,361.43	50,437.42	0.44%
SUBTOTAL POOLED INVESTMENTS	<u>76,739,867.33</u>	<u>18,454,468.28</u>	<u>10,234,737.72</u>	<u>84,959,597.89</u>	<u>85,751,548.94</u>	<u>214,505.80</u>	
<b>SUCCESSOR AGENCY BOND FUNDS (2):</b>							
LOCAL AGENCY INVESTMENT FUND	18,152,386.35	28,701.22	-	18,181,087.57	18,204,174.88	19,862.62	0.44%
<b>SUCCESSOR AGENCY FUNDS:</b>							
LOCAL AGENCY INVESTMENT FUND	0.96	-	-	0.96	0.96	-	0.44%
<b>INVESTMENTS HELD BY FISCAL AGENT (3):</b>							
<b>U.S. BANK CORPORATE TRUST MONEY MARKET FUNDS:</b>							
First American Treasury Obligations Fund Class D:							
City of Santa Fe Springs	556,222.48	8.23	-	556,230.71	556,230.71	8.23	1.00%
Successor Agency	2,197,632.54	6,674,397.05	141,812.61	8,730,216.98	8,730,216.98	84.07	1.00%
Heritage Springs Assessment District	170,224.87	41,112.46	41,310.00	170,027.33	170,027.33	2.57	1.00%
Subtotal First American Treasury Obligations Fund Class D	<u>2,924,079.89</u>	<u>6,715,517.74</u>	<u>183,122.61</u>	<u>9,456,475.02</u>	<u>9,456,475.02</u>	<u>94.87</u>	
SUBTOTAL INVESTMENTS HELD BY FISCAL AGENT (U.S. BANK)	<u>2,924,079.89</u>	<u>6,715,517.74</u>	<u>183,122.61</u>	<u>9,456,475.02</u>	<u>9,456,475.02</u>	<u>94.87</u>	
<b>TOTAL INVESTMENTS</b>	<u>\$ 97,816,334.53</u>	<u>\$ 25,198,687.24</u>	<u>\$ 10,417,860.33</u>	<u>\$ 112,597,161.44</u>	<u>\$ 113,412,199.80</u>	<u>\$ 234,463.29</u>	

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**



# CITY OF SANTA FE SPRINGS

## **Investment Performance Review For the Quarter Ended March 31, 2021**

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

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# Market Update

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## QUARTERLY MARKET SUMMARY

### SUMMARY

- In Q1, U.S. economic conditions were impacted by: (1) optimism regarding a lower COVID-19 caseload as vaccine inoculations ramped up despite initial logistical challenges; (2) a new administration in Washington pushing new policies and priorities; (3) improving economic data supported by an additional \$1.9 trillion in relief funds from the American Rescue Plan Act; (4) reaffirmed commitment by the Federal Reserve (Fed) to keep short-term rates near-zero for the foreseeable future; (5) expectations for higher inflation; and (6) a significantly steeper U.S. Treasury yield curve.
- The Fed spent much of the first quarter continuing to convey its commitment to utilize the full scope of its monetary authority to facilitate economic recovery. As a result, the Fed made no changes to the near-zero fed funds policy rate and continued its large-scale monthly asset purchases. The Fed's most recent messaging has evolved to require actual outcomes—not just strong forecasts—before considering any current policy changes. Over the quarter, Fed Chairman Jerome Powell addressed the notable increase in longer term U.S. Treasury yields as unlikely to get out of hand, nor does the Fed expect any destructive breakout of inflation. Building on positive vaccine news and the new relief package, the Federal Open Market Committee (FOMC) raised its projections for real GDP growth to 6.5% for 2021 and now expects the unemployment rate to fall to 4.5% by year-end.
- Shorter-term U.S. Treasury yields remained low and range-bound, while longer-term Treasury yields rose sharply, steepening the yield curve.
- Amidst many market-moving events, domestic equity markets continued their march forward with the Dow Jones Industrial Average, S&P 500, and Nasdaq each posting record highs during the quarter. International and emerging market returns also continued to be strongly influenced by the degree of regional virus containment alongside the value of the U.S. Dollar bouncing off a multi-year low during Q1.

### ECONOMIC SNAPSHOT

- In the final revision, U.S. GDP posted a 4.3% expansion in the fourth quarter of 2020, although consumer spending grew at a tepid 2.4% pace. Meanwhile, housing construction was the star performer, growing at a 35.8% rate in the fourth quarter. GDP forecasts for the first quarter are around 5%, with even greater growth expected in Q2 and Q3.
- The labor market recovery in the first quarter progressively improved month by month. The unemployment rate ended the quarter at 6.0%, down 0.7% from the end of 2020. Non-farm payrolls showed strong and accelerating improvement, topping out at 916,000 new jobs in March. Initial jobless claims remained elevated during the quarter but saw claims drop below 700,000 for the first time since the beginning of the pandemic.
- U.S. manufacturing and services activity continued to recover at a healthy rate in Q1. The ISM Manufacturing and Service Sector purchasing manager indices (PMIs) surged to multi-year highs, indicating the strength of the business recovery that is underway. On the housing front, new and existing home sales slowed over the quarter largely due to a lack of inventory, although the 30-year mortgage rate rose sharply from 2.71% at the end of 2020 to 3.18% as of March 31, 2021.

### INTEREST RATES

- The U.S. Treasury yield curve steepened dramatically over the quarter. Maturities of less than one year were flat to lower over the quarter as they continued to be anchored by the Fed's zero-interest-rate policy. Yields on maturities of seven years or more rose sharply, steepening the curve and increasing the spread between the 2- and 10-year U.S. Treasury yields to 1.58%, the largest spread since June 2015. Inflation concerns, fueled by a combination of stimulus dollars and economic optimism, were the primary catalysts for the steeper curve.
- At quarter-end, the yield on a 3-month U.S. Treasury Bill stood at 0.02%. The 2-year note was 0.16% and the 5-year note 0.94%, while 10- and 30-year Treasuries ended the quarter at 1.74% and 2.41%, respectively.
- As a result of ultra-low short-term rates and a steeper curve, U.S. Treasury index returns were mixed for the quarter. Shorter-duration U.S. Treasury indices (two years and under) were relatively muted and only slightly positive. Longer maturity yields rose precipitously, resulting in the worst returns for 10- and 30-year constant maturity indices on record. For example, the 3-month and 1-year Constant Maturity U.S. Treasury Indices returned 0.03% and 0.07%, respectively. Meanwhile, the 5- and 7-year indices returned -2.41% and -4.60%, and the 10- and 30-year indices returned -7.10% and -16.25%, respectively.

### SECTOR PERFORMANCE

- Diversification away from U.S. Treasuries was generally additive to performance, but only modestly. Following three consecutive quarters of significant spread narrowing, most sectors held at tight levels. Two notable exceptions were the investment-grade (IG) corporate sector, where spreads widened a bit off record lows, and the mortgage-backed securities (MBS) sector, where slowing prepayments caused durations to extend materially. On balance, diversification remained a net positive to performance relative to Treasuries, but by a much smaller amount than in recent periods, as spreads began the quarter offering only modest incremental yield.
- The federal agency sector offered record low yield spreads, especially on maturities inside of five years. New issue supply was very light with few new issues. The sector posted modest positive excess returns for the quarter. Callable structures outperformed non-callables in Q1 but continue to trail sharply over the past 1-, 3-, and 5-year periods.
- The taxable municipal sector was one of the best-performing IG sectors in Q1. Excess returns bested most other alternatives by a wide margin. Absolute returns from the sector were generally positive, while other fixed income investments posted negative absolute returns in Q1, highlighting the value municipal debt had in fixed income portfolios to start the year.
- IG corporates generated muted excess returns over the quarter (although still positive) compared to other spread sectors. Spreads drifted wider as yields rose, and new issue supply came at a near-record pace for a first calendar quarter. As a result, the relative outperformance of corporates over U.S. Treasuries was generally muted as incremental income from the sector largely offset the adverse impact of the widening spread.
- Federal agency-backed MBS excess returns were positive in aggregate, but low coupon pass-throughs notably underperformed. Conventional 30-year collateral generated modest outperformance relative to 15-year, while higher coupons performed better as prepayments slowed. Commercial MBS was again additive to performance while providing insulation against typical adverse rate-sensitive mortgage duration movements.

## QUARTERLY MARKET SUMMARY

## Economic Snapshot

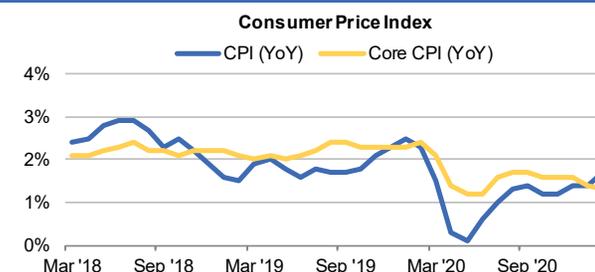
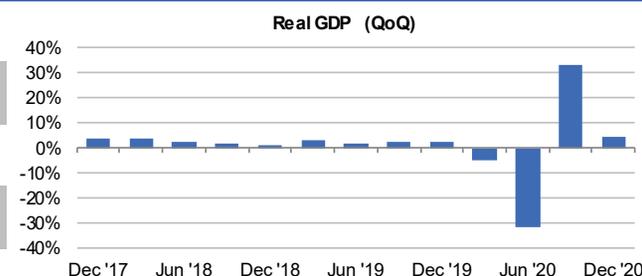
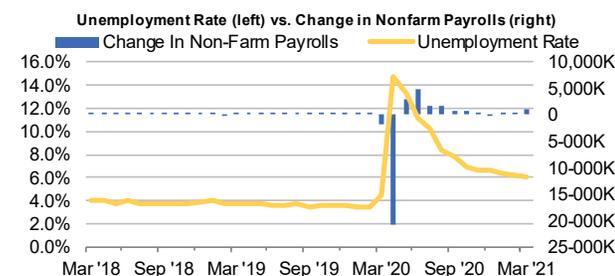
Labor Market		Latest	Dec '20	Mar '20
Unemployment Rate	Mar '21	6.0%	6.7%	4.4%
Change In Non-Farm Payrolls	Mar '21	916,000	-306,000	-1,683,000
Average Hourly Earnings (YoY)	Mar '21	4.2%	5.5%	3.5%
Personal Income (YoY)	Feb '21	4.3%	3.7%	1.8%
Initial Jobless Claims (week)	3/27/21	719,000	763,000	5,985,000

Growth		Latest	Dec '20	Mar '20
Real GDP (QoQ SAAR)	2020 Q4	4.3%	33.4% <sup>1</sup>	2.4% <sup>2</sup>
GDP Personal Consumption (QoQ SAAR)	2020 Q4	2.3%	41.0% <sup>1</sup>	1.6% <sup>2</sup>
Retail Sales (YoY)	Feb '21	6.3%	2.3%	-5.6%
ISM Manufacturing Survey (month)	Mar '21	64.7	60.5	49.7
Existing Home Sales SAAR (month)	Feb '21	6.22 mil.	6.65 mil.	5.35 mil.

Inflation / Prices		Latest	Dec '20	Mar '20
Personal Consumption Expenditures (YoY)	Feb '21	1.6%	1.2%	1.3%
Consumer Price Index (YoY)	Feb '21	1.7%	1.4%	1.5%
Consumer Price Index Core (YoY)	Feb '21	1.3%	1.6%	2.1%
Crude Oil Futures (WTI, per barrel)	Mar 31	\$59.16	\$48.52	\$20.48
Gold Futures (oz.)	Mar 31	\$1,714	\$1,895	\$1,583



1. Data as of Third Quarter 2020.

2. Data as of Fourth Quarter 2019.

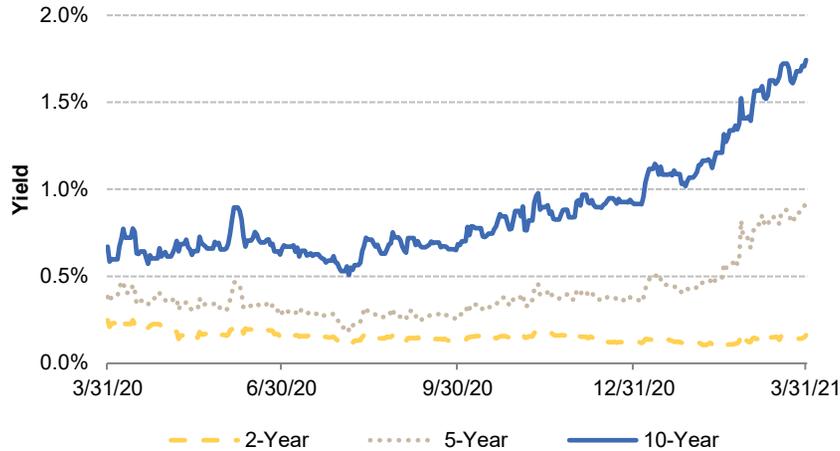
Note: YoY = year-over-year, QoQ = quarter-over-quarter, SAAR = seasonally adjusted annual rate, WTI = West Texas Intermediate crude oil.

Source: Bloomberg.

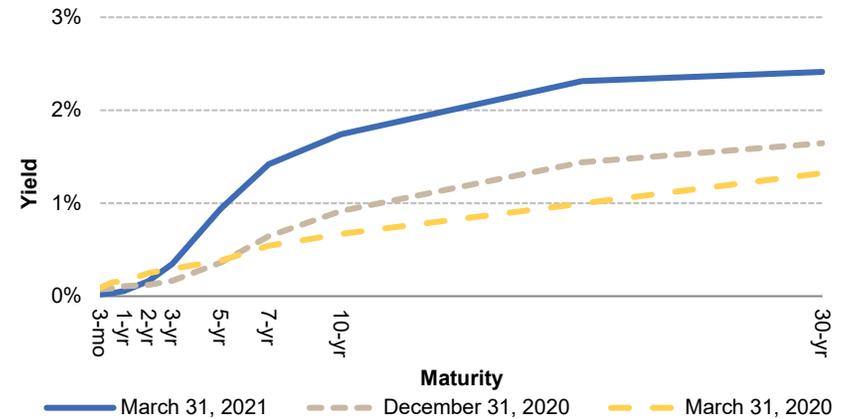
# QUARTERLY MARKET SUMMARY

## Interest Rate Overview

U.S. Treasury Note Yields



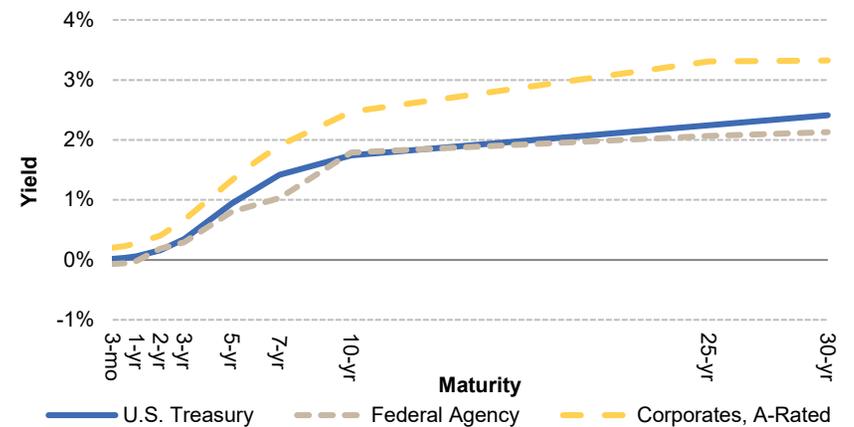
U.S. Treasury Yield Curve



U.S. Treasury Yields

Maturity	Mar '21	Dec '20	Change over Quarter	Mar '20	Change over Year
3-Month	0.02%	0.07%	(0.05%)	0.09%	(0.07%)
1-Year	0.06%	0.11%	(0.05%)	0.16%	(0.10%)
2-Year	0.16%	0.12%	0.04%	0.25%	(0.09%)
5-Year	0.94%	0.36%	0.58%	0.38%	0.56%
10-Year	1.74%	0.92%	0.82%	0.67%	1.07%
30-Year	2.41%	1.65%	0.76%	1.32%	1.09%

Yield Curves as of 03/31/2021



Source: Bloomberg.

## QUARTERLY MARKET SUMMARY

## ICE BofAML Index Returns

March 31, 2021	As of 03/31/2021	Yield	Returns for Periods ended 03/31/2021		
	Duration		3 Month	1 Year	3 Years
<b>1-3 Year Indices</b>					
U.S. Treasury	1.91	0.19%	(0.05%)	0.24%	2.77%
Federal Agency	1.77	0.22%	(0.02%)	0.69%	2.64%
U.S. Corporates, A-AAA rated	1.86	0.54%	(0.05%)	4.23%	3.65%
Agency MBS (0 to 3 years)	1.67	0.63%	(1.23%)	(0.43%)	3.58%
Taxable Municipals	1.69	0.87%	0.91%	4.74%	3.91%
<b>1-5 Year Indices</b>					
U.S. Treasury	2.66	0.37%	(0.52%)	(0.09%)	3.26%
Federal Agency	2.46	0.41%	(0.44%)	0.48%	2.86%
U.S. Corporates, A-AAA rated	2.77	0.85%	(0.61%)	5.14%	4.34%
Agency MBS (0 to 5 years)	2.45	1.19%	(0.81%)	0.27%	3.34%
Taxable Municipals	2.69	0.89%	0.15%	4.49%	3.95%
<b>Master Indices (Maturities 1 Year or Greater)</b>					
U.S. Treasury	7.01	1.05%	(4.61%)	(5.11%)	4.06%
Federal Agency	4.09	0.81%	(1.77%)	(0.34%)	3.87%
U.S. Corporates, A-AAA rated	8.24	2.03%	(5.04%)	5.06%	5.72%
Agency MBS (0 to 30 years)	3.54	1.49%	(1.15%)	0.10%	3.86%
Taxable Municipals	11.17	2.83%	(4.28%)	6.86%	6.99%

Returns for periods greater than one year are annualized.

Source: ICE BofAML Indices.

## QUARTERLY MARKET SUMMARY

**DISCLOSURES**

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# Investment Strategy & Portfolio Review

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## First Quarter Portfolio Recap

- ◆ Our strategy for the first quarter encompassed the following:
  - We maintained core allocations in most sectors while modestly reducing allocations to corporates due to unattractive yield spreads and to agency MBS due to heightened risks associated with elevated prepayments which are expected to slow.
  - The federal agency sector offered record-low yield spreads, especially on maturities inside of five years. New issue supply was very light. The combination of light issuance and historically tight spreads led to our preference for reducing agency allocations. The supranational sector offered better supply dynamics and more opportunities to add to allocations during the quarter.
  - Investment-grade corporates eked out muted excess returns as higher income offset modestly wider yield spreads. Supply was strong and rising rates put natural upward pressure on yields spreads. We continued our fourth quarter strategy of gradually reducing allocations, except for an occasional attractive new issue.
  - MBS performance was mixed for the quarter. Lower coupon pass-throughs performed poorly as prepayments slowed and durations extended. Higher coupon MBS generated strong positive excess returns after generally poor performance in 2020. The commercial MBS (CMBS) sector continued its strong and consistent positive performance. Taken together, the risks in the MBS sector appeared greater than the potential reward of historically narrow yield spreads, so we continued to reduce allocations as principal paydowns come due.
  - Allocations to asset-backed securities (ABS) were maintained over the quarter though new issuance at attractive levels was light. Like corporates, excess returns were positive but muted compared to the very strong performance of the prior few quarters.
  - In the taxable municipal sector, allocations were generally maintained as attractive offerings were limited despite robust issuance in the first quarter. Increased allocations to the sector in prior periods added notable value to portfolio performance as municipals were one of the best investment-grade performers for the quarter.

## 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 3/31/21	% of Portfolio	% Change vs. 12/31/20	Permitted by Policy	In Compliance
U.S. Treasury	\$12,917,386	37.8%	4.9%	100%	✓
Federal Agency	\$7,968,196	23.3%	-	100%	✓
Agency CMOs	\$1,464,519	4.3%	-0.2%	100%	✓
Supranationals	\$375,440	1.1%	-	30%	✓
Municipal	\$1,203,251	3.5%	0.2%	30%	✓
Asset-Backed	\$1,899,737	5.6%	-0.4%	20%	✓
Negotiable CDs	\$2,163,362	6.3%	-	30%	✓
Corporate Notes	\$6,151,349	18.0%	-4.2%	30%	✓
<b>Securities Sub-Total</b>	<b>\$34,143,239</b>	<b>99.8%</b>			
Accrued Interest	\$108,012				
<b>Securities Total</b>	<b>\$34,251,251</b>				
PFM Funds	\$60,948	0.2%	-0.2%	100%	✓
<b>Total Investments</b>	<b>\$34,312,199</b>	<b>100.0%</b>			

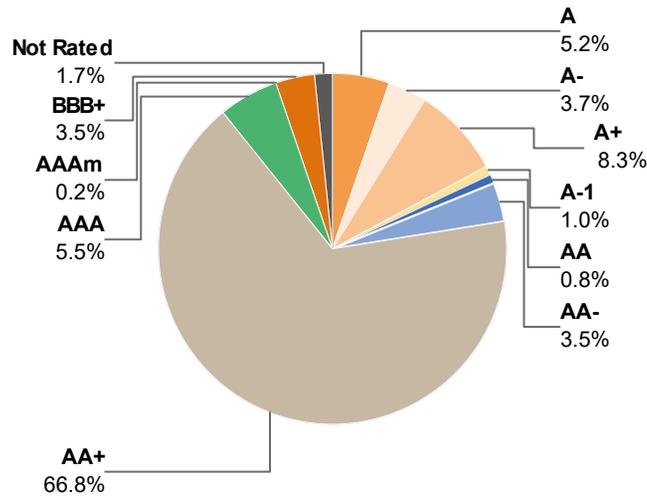
Market values, excluding accrued interest. Detail may not add to total due to rounding. Current investment policy as of June 25, 2020.

**Portfolio Statistics**

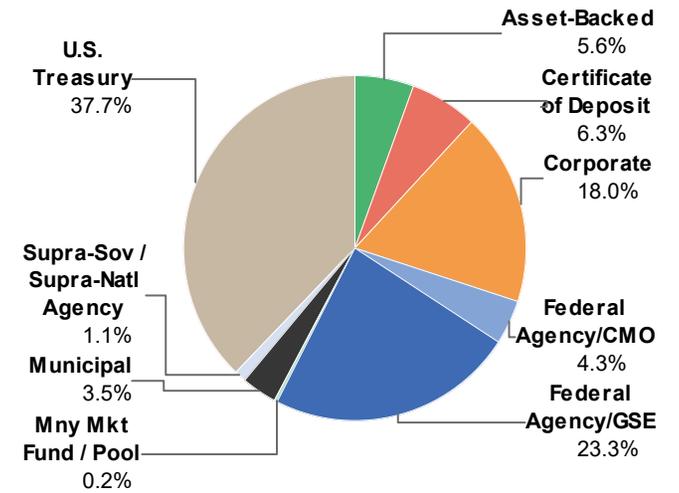
As of March 31, 2021

<b>Par Value:</b>	\$33,468,284
<b>Total Market Value:</b>	\$34,312,199
<b>Security Market Value:</b>	\$34,143,239
<b>Accrued Interest:</b>	\$108,012
<b>Cash:</b>	-
<b>PFM Funds</b>	\$60,948
<b>Amortized Cost:</b>	\$33,477,611
<b>Yield at Market:</b>	0.54%
<b>Yield at Cost:</b>	1.48%
<b>Effective Duration:</b>	2.61 Years
<b>Average Maturity:</b>	2.79 Years
<b>Average Credit: *</b>	AA

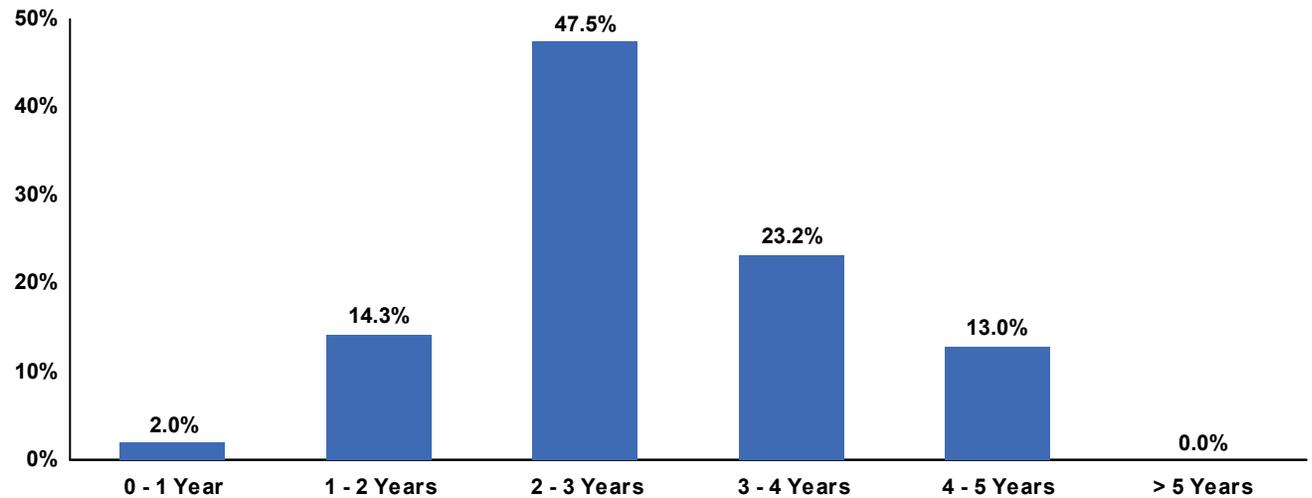
**Credit Quality (S&P Ratings)\*\***



**Sector Allocation**



**Maturity Distribution**

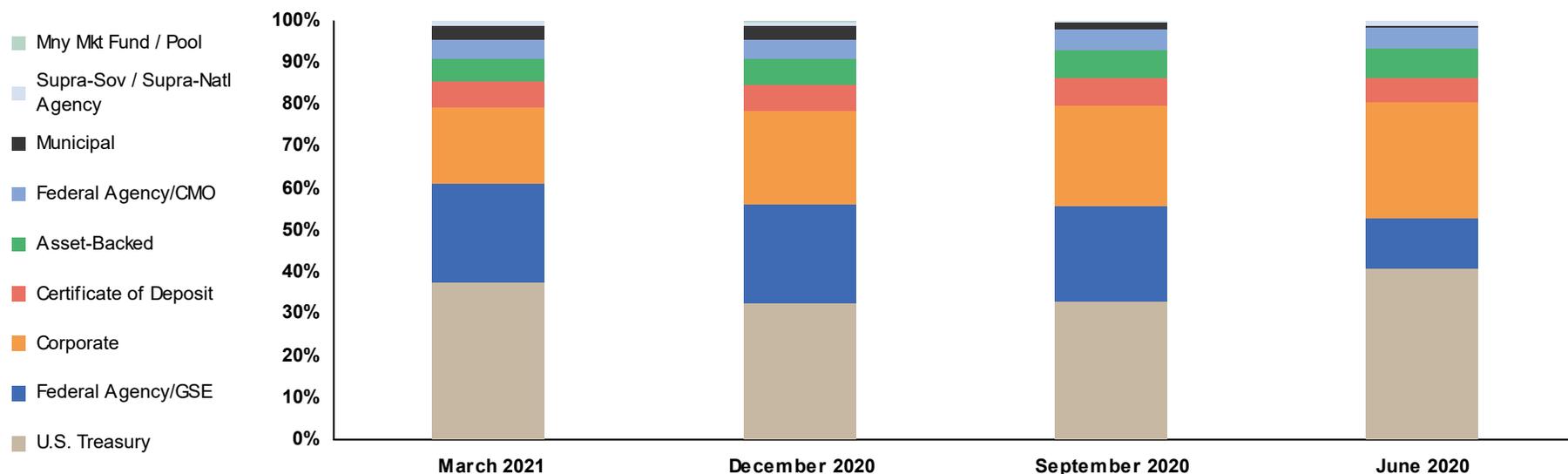


\* An average of each security's credit rating assigned a numeric value and adjusted for its relative weighting in the portfolio.

\*\*Securities held in the City's portfolio are in compliance with California Government Code and the City's investment policy dated June 25, 2020.

Sector Allocation

Sector	March 31, 2021		December 31, 2020		September 30, 2020		June 30, 2020	
	MV (\$MM)	% of Total	MV (\$MM)	% of Total	MV (\$MM)	% of Total	MV (\$MM)	% of Total
U.S. Treasury	12.9	37.7%	11.3	32.9%	11.3	33.0%	14.0	41.0%
Federal Agency/GSE	8.0	23.3%	8.0	23.3%	7.8	22.8%	4.1	11.9%
Corporate	6.2	18.0%	7.6	22.2%	8.2	23.8%	9.5	27.7%
Certificate of Deposit	2.2	6.3%	2.2	6.3%	2.2	6.4%	2.0	5.8%
Asset-Backed	1.9	5.6%	2.1	6.0%	2.3	6.8%	2.4	7.0%
Federal Agency/CMO	1.5	4.3%	1.5	4.5%	1.6	4.8%	1.7	5.0%
Municipal	1.2	3.5%	1.1	3.3%	0.6	1.8%	0.1	0.4%
Supra-Sov / Supra-Natl Agency	0.4	1.1%	0.4	1.1%	0.2	0.5%	0.4	1.0%
Mny Mkt Fund / Pool	0.1	0.2%	0.1	0.4%	0.0	0.1%	0.1	0.2%
<b>Total</b>	<b>\$34.2</b>	<b>100.0%</b>	<b>\$34.3</b>	<b>100.0%</b>	<b>\$34.3</b>	<b>100.0%</b>	<b>\$34.2</b>	<b>100.0%</b>

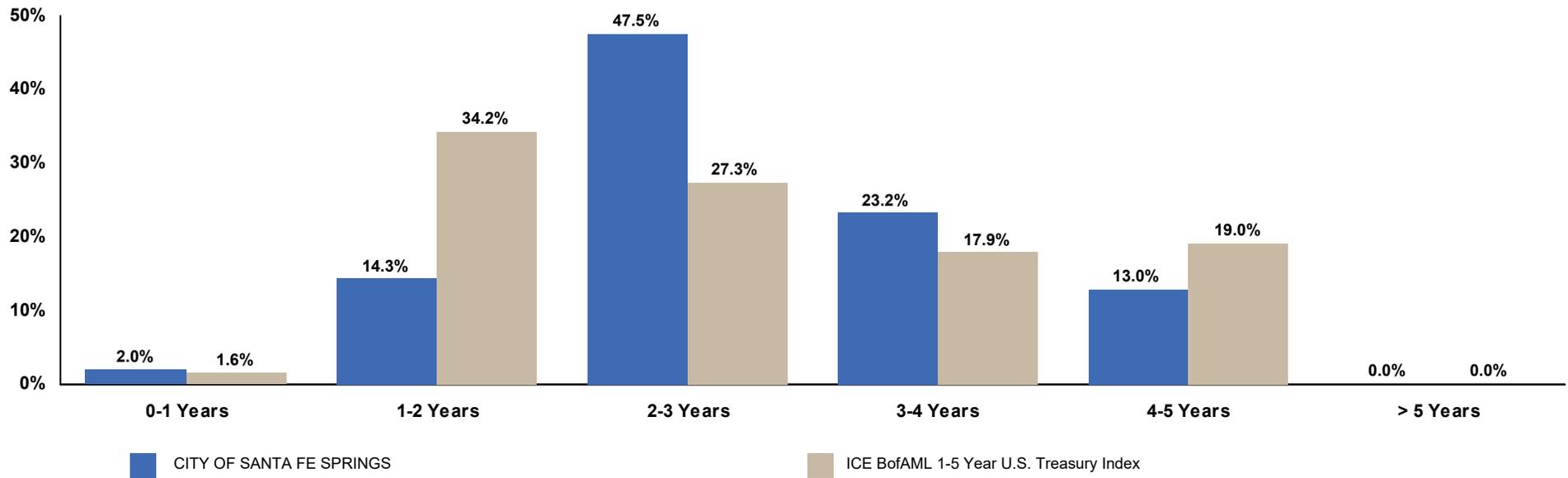


Detail may not add to total due to rounding.

**Maturity Distribution**

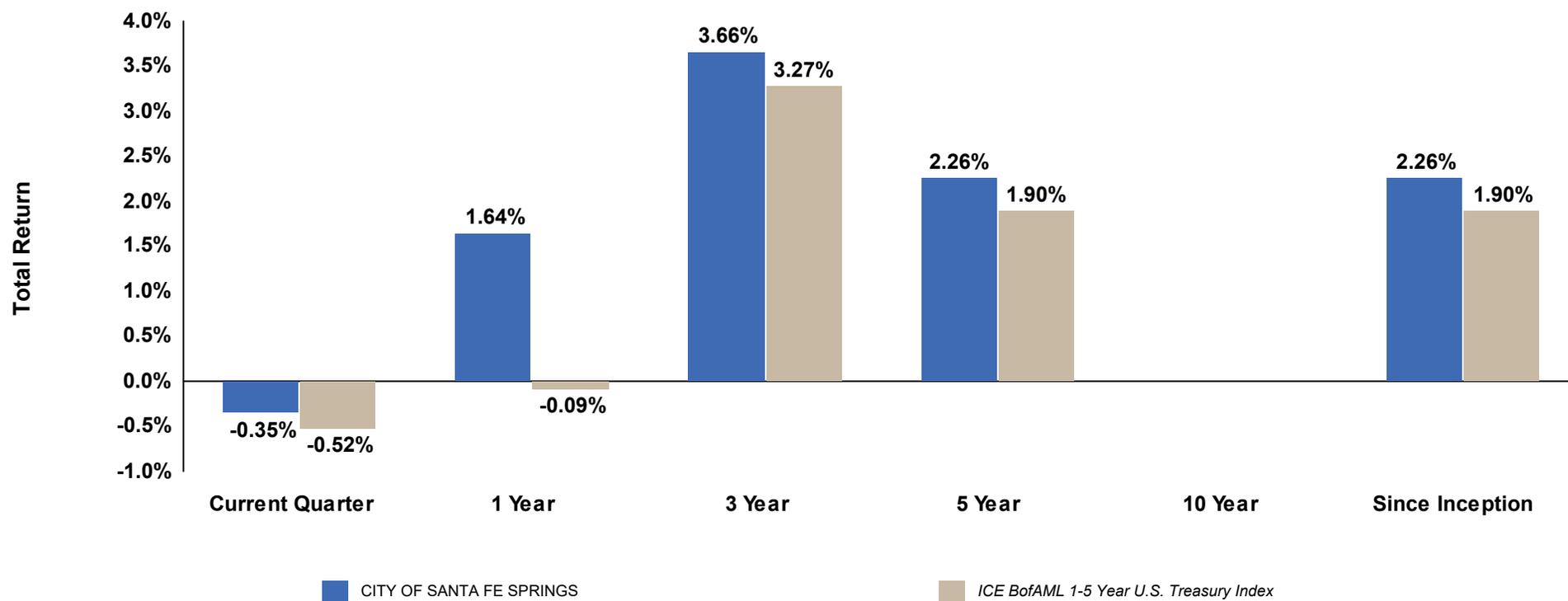
*As of March 31, 2021*

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	0.54%	2.79 yrs	2.0%	14.3%	47.5%	23.2%	13.0%	0.0%
ICE BofAML 1-5 Year U.S. Treasury Index	0.37%	2.73 yrs	1.6%	34.2%	27.3%	17.9%	19.0%	0.0%



Portfolio Performance (Total Return)

Portfolio/Benchmark	Effective Duration	Current Quarter	Annualized Return				
			1 Year	3 Year	5 Year	10 Year	Since Inception (03/31/16)
CITY OF SANTA FE SPRINGS	2.61	-0.35%	1.64%	3.66%	2.26%	-	2.26%
ICE BofAML 1-5 Year U.S. Treasury Index	2.60	-0.52%	-0.09%	3.27%	1.90%	-	1.90%
Difference		0.17%	1.73%	0.39%	0.36%	-	0.36%



Portfolio performance is gross of fees unless otherwise indicated.

**Portfolio Earnings****Quarter-Ended March 31, 2021**

	<b>Market Value Basis</b>	<b>Accrual (Amortized Cost) Basis</b>
<b>Beginning Value (12/31/2020)</b>	\$34,335,857.60	\$33,324,508.09
<b>Net Purchases/Sales</b>	\$117,047.75	\$117,047.75
<b>Change in Value</b>	(\$248,717.84)	\$36,055.18
<b>Ending Value (03/31/2021)</b>	\$34,204,187.51	\$33,477,611.02
<b>Interest Earned</b>	\$128,013.20	\$128,013.20
<b>Portfolio Earnings</b>	(\$120,704.64)	\$164,068.38

## Second Quarter Investment Strategy Outlook

- The vaccine rollout, accommodative monetary policy, and the new \$1.9 trillion of fiscal stimulus all point to continued improvement in U.S. economic fundamentals. GDP projections for 2021 have been revised up several times, with current forecasts pointing to growth of 6% or more this year. That optimism, however, has also translated into increased inflation expectations, particularly in the near term, which is likely to continue to put upward pressure on longer term rates.
- Our outlook for major investment-grade sectors includes the following:
  - Treasuries: Current allocations provide opportunities to move into other sectors should spreads widen.
  - Agencies: There is limited room for further spread tightening from current levels. With spreads likely to remain near zero over the coming quarter, the sector offers very little pickup compared to Treasuries. We will likely continue reducing allocations in favor of other opportunities.
  - Supranationals: Spreads compared to Treasuries and agencies have widened and now present a reasonable alternative to other government securities. New issues remain the best entry point, and we will look to add Supranationals, most likely funded from reduced allocations to federal agencies.
  - Corporates: Continued economic recovery, supportive monetary policy, lower expected supply, and strong global demand for U.S. credit will serve as support for the corporate sector. Credit spreads have widened from their extremely tight levels, providing some yield pickup, but spreads remain well below long-term averages. As a result, we will continue to be selective in seeking new additions to the sector.
  - Asset-Backed Securities (ABS): New issue activity has been elevated to start 2021; however, investor appetite remains robust and yield spreads remain near their recent floor. Collateral performance in consumer sectors has been stronger than expected and the strengthening of the economic expansion should continue to be a favorable tailwind. We will look to maintain holdings in the sector but will evaluate new issues to offset paydowns.
  - Agency MBS: The Fed continues “to support the smooth functioning” of the MBS market through its ongoing agency MBS purchase program. While prepayments have remained elevated, the coming quarters should commence a meaningful slowing trend. We will look to maintain MBS portfolio allocations as spreads continue to sit at historically narrow levels while continuing to avoid the low coupon structures most susceptible to duration extension.
  - Taxable Municipals: Although new issuance and secondary levels have become more expensive recently, we will likely maintain current allocations as the sector has been a boon for portfolio performance. Tax season may influence some spread widening in the sector, but this has yet to materialize into any significant spread movement at this time.

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# Issuer Distribution

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## Issuer Distribution

As of March 31, 2021

Issuer	Market Value (\$)	% of Portfolio
UNITED STATES TREASURY	12,917,386	37.8%
FREDDIE MAC	5,975,148	17.5%
FANNIE MAE	3,127,585	9.2%
THE BANK OF NEW YORK MELLON CORPORATION	386,361	1.1%
VERIZON OWNER TRUST	380,135	1.1%
NEW YORK ST URBAN DEVELOPMENT CORP	338,909	1.0%
THE WALT DISNEY CORPORATION	335,511	1.0%
DNB ASA	334,736	1.0%
SKANDINAVISKA ENSKILDA BANKEN AB	332,581	1.0%
NORDEA BANK ABP	332,536	1.0%
CAPITAL ONE FINANCIAL CORP	331,405	1.0%
FEDERAL HOME LOAN BANKS	329,982	1.0%
SOCIETE GENERALE	328,806	1.0%
CREDIT AGRICOLE SA	328,350	1.0%
PFIZER INC	319,901	0.9%
GENERAL DYNAMICS CORP	318,290	0.9%
UNITED PARCEL SERVICE INC	316,356	0.9%
BANK OF AMERICA CO	299,899	0.9%

Top 5 = 66.7%

Top 10 = 71.6%

Issuer	Market Value (\$)	% of Portfolio
CITIGROUP INC	283,587	0.8%
CATERPILLAR INC	273,858	0.8%
MERCK & CO INC	267,743	0.8%
JP MORGAN CHASE & CO	264,016	0.8%
3M COMPANY	258,794	0.8%
FLORIDA STATE BOARD OF ADMIN FIN CORP	256,992	0.8%
US BANCORP	255,931	0.8%
CARMAX AUTO OWNER TRUST	255,852	0.8%
CREDIT SUISSE GROUP RK	254,959	0.8%
SUMITOMO MITSUI FINANCIAL GROUP INC	251,394	0.7%
GOLDMAN SACHS GROUP INC	247,517	0.7%
TOYOTA MOTOR CORP	233,532	0.7%
BRISTOL-MYERS SQUIBB CO	205,510	0.6%
NEW YORK & NEW JERSEY PORT AUTHORITY	202,808	0.6%
INTL BANK OF RECONSTRUCTION AND DEV	199,495	0.6%
DEERE & COMPANY	198,637	0.6%
MORGAN STANLEY	189,496	0.6%
COMCAST CORP	185,259	0.5%
PACCAR FINANCIAL CORP	184,492	0.5%
INTER-AMERICAN DEVELOPMENT BANK	175,945	0.5%
FORD CREDIT AUTO OWNER TRUST	164,066	0.5%

Issuer	Market Value (\$)	% of Portfolio
AMAZON.COM INC	150,359	0.4%
APPLE INC	141,527	0.4%
STATE OF CONNECTICUT	139,966	0.4%
TRUIST FIN CORP	129,158	0.4%
AMERICAN EXPRESS CO	128,119	0.4%
DISCOVER FINANCIAL SERVICES	128,013	0.4%
HONDA AUTO RECEIVABLES	124,983	0.4%
SAN JUAN UNIFIED SCHOOL DISTRICT	124,234	0.4%
BURLINGTON NORTHERN SANTA FE	118,202	0.4%
CHEVRON CORPORATION	111,245	0.3%
CHARLES SCHWAB	105,521	0.3%
VOLKSWAGEN OF AMERICA	99,757	0.3%
NISSAN AUTO LEASE TRUST	93,874	0.3%
HARLEY-DAVIDSON MOTORCYCLE TRUST	76,162	0.2%
PEPSICO INC	75,667	0.2%
CALIFORNIA EARTHQUAKE AUTHORITY	70,952	0.2%
NEW JERSEY TURNPIKE AUTHORITY	69,392	0.2%
HONEYWELL INTERNATIONAL	66,528	0.2%
NATIONAL RURAL UTILITIES CO FINANCE CORP	64,441	0.2%
PFM FUNDS - GOVT SELECT, INSTL CL	60,948	0.2%
GM FINANCIAL LEASINGTRUST	60,132	0.2%

Issuer	Market Value (\$)	% of Portfolio
BMW FINANCIAL SERVICES NA LLC	59,950	0.2%
GM FINANCIAL CONSUMER AUTOMOBILE TRUST	52,424	0.2%
MERCEDES-BENZ AUTO RECEIVABLES	51,763	0.2%
ADOBE INC	35,892	0.1%
NISSAN AUTO RECEIVABLES	19,770	0.1%
ALLY AUTO RECEIVABLES TRUST	1,450	0.0%
<b>Grand Total:</b>	<b>34,204,188</b>	<b>100.0%</b>

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# Portfolio Transactions

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## Quarterly Portfolio Transactions

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
INTEREST	1/1/21	1/1/21	255,000.00	341271AD6	FL ST BOARD OF ADMIN TXBL REV BONDS	1.25%	7/1/25	935.64		
INTEREST	1/1/21	1/1/21	70,000.00	13017HAJ5	CA ST EARTHQUAKE AUTH TXBL REV BONDS	1.32%	7/1/22	95.47		
INTEREST	1/1/21	1/1/21	35,000.00	20772KJU4	CT ST TXBL GO BONDS	2.50%	7/1/22	486.11		
INTEREST	1/1/21	1/25/21	17,123.97	3137FKK39	FHMS KP05 A	3.20%	7/1/23	45.71		
INTEREST	1/1/21	1/25/21	72,749.80	3136B1XP4	FNA 2018-M5 A2	3.56%	9/1/21	215.82		
INTEREST	1/1/21	1/25/21	300,000.00	3137B1BS0	FHLMC MULTIFAMILY STRUCTURED P	2.51%	11/1/22	627.50		
INTEREST	1/1/21	1/25/21	103,744.94	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/22	201.21		
INTEREST	1/1/21	1/25/21	275,000.00	3137AWQH1	FHLMC MULTIFAMILY STRUCTURED P	2.30%	8/1/22	528.69		
INTEREST	1/1/21	1/25/21	160,000.00	3137BM6P6	FHLMC SERIES K721 A2	3.09%	8/1/22	412.00		
INTEREST	1/1/21	1/25/21	85,974.57	3137FQ3V3	FHMS KJ27 A1	2.09%	7/1/24	149.88		
INTEREST	1/1/21	1/25/21	325,000.00	3137AVXN2	FHLMC MULTIFAMILY STRUCTURED P	2.35%	7/1/22	637.81		
INTEREST	1/1/21	1/25/21	110,516.34	3136ABPW7	FNA 2013-M1 A2	2.36%	8/1/22	248.81		
INTEREST	1/1/21	1/25/21	50,363.75	3137B5JL8	FHLMC MULTIFAMILY STRUCTURED P	2.66%	2/1/23	112.02		
PAYDOWNS	1/1/21	1/25/21	155.05	3137FQ3V3	FHMS KJ27 A1	2.09%	7/1/24	155.05		0.00
PAYDOWNS	1/1/21	1/25/21	23.09	3137FKK39	FHMS KP05 A	3.20%	7/1/23	23.09		0.00
PAYDOWNS	1/1/21	1/25/21	44,240.21	3136B1XP4	FNA 2018-M5 A2	3.56%	9/1/21	44,240.21		0.00
PAYDOWNS	1/1/21	1/25/21	1,875.43	3137B5JL8	FHLMC MULTIFAMILY STRUCTURED P	2.66%	2/1/23	1,875.43		0.00
PAYDOWNS	1/1/21	1/25/21	3,724.29	3136ABPW7	FNA 2013-M1 A2	2.36%	8/1/22	3,724.29		0.00
PAYDOWNS	1/1/21	1/25/21	597.57	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/22	597.57		0.00
INTEREST	1/6/21	1/6/21	100,000.00	24422ETL3	JOHN DEERE CAPITAL CORP NOTES	2.65%	1/6/22	1,325.00		

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## Portfolio Activity

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
BUY	1/7/21	1/11/21	300,000.00	91282CBC4	US TREASURY NOTES	0.37%	12/31/25	(298,838.88)	0.46%	
INTEREST	1/8/21	1/8/21	250,000.00	86565CKU2	SUMITOMO MITSUI BANK NY CERT DEPOS	0.70%	7/8/22	865.28		
INTEREST	1/8/21	1/8/21	150,000.00	89236TFS9	TOYOTA MOTOR CREDIT CORP CORP NOTES	3.35%	1/8/24	2,512.50		
SELL	1/8/21	1/11/21	10,000.00	9128284X5	US TREASURY NOTES	2.75%	8/31/23	10,775.26		722.94
SELL	1/8/21	1/11/21	140,000.00	9128284X5	US TREASURY NOTES	2.75%	8/31/23	150,853.56		9,804.89
INTEREST	1/10/21	1/10/21	640,000.00	3135G05G4	FANNIE MAE NOTES	0.25%	7/10/23	800.00		
INTEREST	1/15/21	1/15/21	200,000.00	34533FAD3	FORDO 2019-A A3	2.78%	9/15/23	463.33		
INTEREST	1/15/21	1/15/21	125,000.00	63743HET5	NATIONAL RURAL UTIL COOP CORP NOTE	1.75%	1/21/22	1,093.75		
INTEREST	1/15/21	1/15/21	85,000.00	14316HAC6	CARMX 2020-4 A3	0.50%	8/15/25	35.42		
INTEREST	1/15/21	1/15/21	70,000.00	65480EAD3	NALT 2020-B A3	0.43%	10/16/23	25.08		
INTEREST	1/15/21	1/15/21	12,342.13	02007MAE0	ALLYA 2018-1 A3	2.35%	6/15/22	24.17		
INTEREST	1/15/21	1/15/21	2,787.26	34531LAD2	FORDL 2018-B A3	3.19%	12/15/21	7.41		
INTEREST	1/15/21	1/15/21	46,570.45	65478DAD9	NAROT 2018-A A3	2.65%	5/15/22	102.84		
INTEREST	1/15/21	1/15/21	23,741.94	89238KAD4	TAOT 2017-D A3	1.93%	1/15/22	38.19		
INTEREST	1/15/21	1/15/21	49,269.56	14313FAD1	CARMAX AUTO OWNER TRUST	3.13%	6/15/23	128.51		
INTEREST	1/15/21	1/15/21	4,847.49	02007YAC8	ALLYA 2017-5 A3	1.99%	3/15/22	8.04		
INTEREST	1/15/21	1/15/21	325,000.00	14041NFU0	COMET 2019-A2 A2	1.72%	8/15/24	465.83		
INTEREST	1/15/21	1/15/21	125,000.00	254683CM5	DCENT 2019-A3 A	1.89%	10/15/24	196.88		
INTEREST	1/15/21	1/15/21	75,216.63	58772RAD6	MBART 2018-1 A3	3.03%	1/15/23	189.92		
INTEREST	1/15/21	1/15/21	75,000.00	41284UAD6	HDMOT 2020-A A3	1.87%	10/15/24	116.87		
INTEREST	1/15/21	1/15/21	100,000.00	14316LAC7	CARMX 2019-2 A3	2.68%	3/15/24	223.33		
INTEREST	1/15/21	1/15/21	45,609.35	65479PAD1	NALT 2019-A A3	2.76%	3/15/22	104.90		

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## Portfolio Activity

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
INTEREST	1/15/21	1/15/21	16,205.28	65478HAD0	NAROT 2017-C A3	2.12%	4/15/22	28.63		
INTEREST	1/15/21	1/15/21	8,661.19	47788CAC6	JDOT 2018-A A3	2.66%	4/15/22	19.20		
PAYDOWNS	1/15/21	1/15/21	9,039.23	89238KAD4	TAOT 2017-D A3	1.93%	1/15/22	9,039.23		0.00
PAYDOWNS	1/15/21	1/15/21	13,633.82	34533FAD3	FORDO 2019-A A3	2.78%	9/15/23	13,633.82		0.00
PAYDOWNS	1/15/21	1/15/21	8,753.60	58772RAD6	MBART 2018-1 A3	3.03%	1/15/23	8,753.60		0.00
PAYDOWNS	1/15/21	1/15/21	3,838.14	02007MAE0	ALLYA 2018-1 A3	2.35%	6/15/22	3,838.14		0.00
PAYDOWNS	1/15/21	1/15/21	3,866.25	14313FAD1	CARMAX AUTO OWNER TRUST	3.13%	6/15/23	3,866.25		0.00
PAYDOWNS	1/15/21	1/15/21	8,228.40	65479PAD1	NALT 2019-A A3	2.76%	3/15/22	8,228.40		0.00
PAYDOWNS	1/15/21	1/15/21	4,663.40	65478HAD0	NAROT 2017-C A3	2.12%	4/15/22	4,663.40		0.00
PAYDOWNS	1/15/21	1/15/21	2,787.26	34531LAD2	FORDL 2018-B A3	3.19%	12/15/21	2,787.26		0.00
PAYDOWNS	1/15/21	1/15/21	4,847.49	02007YAC8	ALLYA 2017-5 A3	1.99%	3/15/22	4,847.49		0.00
PAYDOWNS	1/15/21	1/15/21	3,380.88	47788CAC6	JDOT 2018-A A3	2.66%	4/15/22	3,380.88		0.00
PAYDOWNS	1/15/21	1/15/21	10,855.48	65478DAD9	NAROT 2018-A A3	2.65%	5/15/22	10,855.48		0.00
INTEREST	1/16/21	1/16/21	69,337.75	36255JAD6	GMCAR 2018-3 A3	3.02%	5/16/23	174.50		
PAYDOWNS	1/16/21	1/16/21	6,326.56	36255JAD6	GMCAR 2018-3 A3	3.02%	5/16/23	6,326.56		0.00
INTEREST	1/18/21	1/18/21	125,000.00	43813KAC6	HAROT 2020-3 A3	0.37%	10/18/24	38.54		
INTEREST	1/20/21	1/20/21	131,288.44	92869BAD4	VALET 2018-2 A3	3.25%	4/20/23	355.57		
INTEREST	1/20/21	1/20/21	60,000.00	362569AC9	GMALT 2020-3 A3	0.45%	8/21/23	22.50		
INTEREST	1/20/21	1/20/21	175,000.00	92348AAA3	VZOT 2019-C A1A	1.94%	4/22/24	282.92		
INTEREST	1/20/21	1/20/21	100,000.00	92348TAA2	VZOT 2020-A A1A	1.85%	7/22/24	154.17		
INTEREST	1/20/21	1/20/21	100,000.00	92290BAA9	VZOT 2020-B A	0.47%	2/20/25	39.17		
PAYDOWNS	1/20/21	1/20/21	11,734.84	92869BAD4	VALET 2018-2 A3	3.25%	4/20/23	11,734.84		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)
BUY	1/20/21	1/25/21	190,000.00	6174468W2	MORGAN STANLEY CORP NOTES (CALLABLE)	0.52%	1/25/24	(190,000.00)	0.53%	
BUY	1/20/21	1/27/21	35,000.00	14316NAC3	CARMX 2021-1 A3	0.34%	12/15/25	(34,993.08)	0.34%	
INTEREST	1/21/21	1/21/21	395,000.00	3137EAEU9	FREDDIE MAC NOTES	0.37%	7/21/25	732.40		
SELL	1/21/21	1/25/21	200,000.00	61746BEA0	MORGAN STANLEY CORP NOTES	2.50%	4/21/21	202,381.55		1,044.85
SELL	1/21/21	1/25/21	100,000.00	61746BEA0	MORGAN STANLEY CORP NOTES	2.50%	4/21/21	101,190.78		662.44
BUY	1/22/21	2/4/21	70,000.00	646140DN0	NJ TURNPIKE AUTHORITY TXBL REV BONDS	0.89%	1/1/25	(70,000.00)	0.90%	
INTEREST	1/31/21	1/31/21	125,000.00	912828V80	US TREASURY NOTES	2.25%	1/31/24	1,406.25		
INTEREST	1/31/21	1/31/21	100,000.00	912828Z52	US TREASURY NOTES	1.37%	1/31/25	687.50		
INTEREST	2/1/21	2/1/21	125,000.00	798306WM4	SAN JUAN USD, CA TXBL GO BONDS	0.49%	8/1/23	159.40		
INTEREST	2/1/21	2/1/21	35,000.00	00724PAA7	ADOBE INC CORP NOTE	1.70%	2/1/23	297.50		
SELL	2/1/21	2/3/21	200,000.00	025816BU2	AMERICAN EXPRESS CO (CALLED, OMD 05/17/2	3.37%	4/16/21	202,705.00		1,283.20
SELL	2/1/21	2/3/21	55,000.00	05531FBD4	BRANCH BANKING & TRUST CORP NOTES	3.20%	9/3/21	56,553.93		832.30
SELL	2/1/21	2/3/21	185,000.00	717081EM1	PFIZER INC CORP NOTE	3.00%	9/15/21	190,361.30		3,284.47
SELL	2/1/21	2/3/21	125,000.00	427866BA5	HERSHEY COMPANY CORP NOTES	3.10%	5/15/21	126,870.83		1,039.16
SELL	2/1/21	2/3/21	200,000.00	06051GFW4	BANK OF AMERICA CORP NOTE	2.62%	4/19/21	202,510.67		918.15
SELL	2/1/21	2/3/21	310,000.00	02665WBG5	AMERICAN HONDA FINANCE CORP NOTES	1.70%	9/9/21	314,743.00		2,888.47
SELL	2/1/21	2/3/21	100,000.00	14913Q2G3	CATERPILLAR FINANCIAL SERVICES CORP NOTE	2.90%	3/15/21	101,416.67		306.97
BUY	2/1/21	2/8/21	65,000.00	63743HEU2	NATIONAL RURAL UTIL COOP CORPORATE NOTES	0.35%	2/8/24	(64,955.15)	0.37%	
INTEREST	2/1/21	2/25/21	48,488.32	3137B5JL8	FHLMC MULTIFAMILY STRUCTURED P	2.66%	2/1/23	107.85		
INTEREST	2/1/21	2/25/21	85,819.52	3137FQ3V3	FHMS KJ27 A1	2.09%	7/1/24	149.61		
INTEREST	2/1/21	2/25/21	28,509.59	3136B1XP4	FNA 2018-M5 A2	3.56%	9/1/21	84.58		
INTEREST	2/1/21	2/25/21	325,000.00	3137AVXN2	FHLMC MULTIFAMILY STRUCTURED P	2.35%	7/1/22	637.81		

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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	2/1/21	2/25/21	106,792.05	3136ABPW7	FNA 2013-M1 A2	2.36%	8/1/22	210.44		
INTEREST	2/1/21	2/25/21	17,100.88	3137FKK39	FHMS KP05 A	3.20%	7/1/23	45.65		
INTEREST	2/1/21	2/25/21	300,000.00	3137B1BS0	FHLMC MULTIFAMILY STRUCTURED P	2.51%	11/1/22	627.50		
INTEREST	2/1/21	2/25/21	275,000.00	3137AWQH1	FHLMC MULTIFAMILY STRUCTURED P	2.30%	8/1/22	528.69		
INTEREST	2/1/21	2/25/21	160,000.00	3137BM6P6	FHLMC SERIES K721 A2	3.09%	8/1/22	412.00		
INTEREST	2/1/21	2/25/21	103,147.37	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/22	195.98		
PAYDOWNS	2/1/21	2/25/21	215.37	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/22	215.37		0.00
PAYDOWNS	2/1/21	2/25/21	627.07	3137BM6P6	FHLMC SERIES K721 A2	3.09%	8/1/22	627.07		0.00
PAYDOWNS	2/1/21	2/25/21	1,028.29	3136B1XP4	FNA 2018-M5 A2	3.56%	9/1/21	1,028.29		0.00
PAYDOWNS	2/1/21	2/25/21	1,881.71	3137B5JL8	FHLMC MULTIFAMILY STRUCTURED P	2.66%	2/1/23	1,881.71		0.00
PAYDOWNS	2/1/21	2/25/21	23.22	3137FKK39	FHMS KP05 A	3.20%	7/1/23	23.22		0.00
PAYDOWNS	2/1/21	2/25/21	155.76	3137FQ3V3	FHMS KJ27 A1	2.09%	7/1/24	155.76		0.00
PAYDOWNS	2/1/21	2/25/21	226.01	3136ABPW7	FNA 2013-M1 A2	2.36%	8/1/22	226.01		0.00
BUY	2/2/21	2/3/21	1,200,000.00	91282CBE0	US TREASURY NOTES	0.12%	1/15/24	(1,198,203.73)	0.18%	
INTEREST	2/5/21	2/5/21	480,000.00	3135G0V34	FANNIE MAE NOTES	2.50%	2/5/24	6,000.00		
INTEREST	2/6/21	2/6/21	80,000.00	69371RQ66	PACCAR FINANCIAL CORP CORPORATE NOTES	1.80%	2/6/25	720.00		
INTEREST	2/8/21	2/8/21	65,000.00	438516BT2	HONEYWELL INTERNATIONAL (CALLABLE) NOTE	2.15%	8/8/22	698.75		
BUY	2/9/21	2/16/21	60,000.00	46647PBY1	JPMORGAN CHASE & CO CORP NOTES (CALLABLE)	0.56%	2/16/25	(60,000.00)	0.56%	
SELL	2/9/21	2/16/21	100,000.00	46647PBB1	JPMORGAN CHASE & CO BONDS	3.20%	4/1/23	104,385.63		3,183.00
INTEREST	2/11/21	2/11/21	35,000.00	166756AJ5	CHEVRON USA INC CORPORATE NOTES	0.42%	8/11/23	74.14		
MATURITY	2/12/21	2/12/21	100,000.00	882508AY0	TEXAS INSTRUMENTS INC (CALLED, OMD 03/12	2.75%	2/12/21	101,145.83		0.00
BUY	2/12/21	2/17/21	140,000.00	38141GXS8	GOLDMAN SACHS GROUP INC CORPORATE NOTES	0.85%	2/12/26	(140,302.23)	0.81%	

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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	2/12/21	2/17/21	130,000.00	38141GWC4	GOLDMAN SACHS GROUP INC (CALLABLE) NOTE	3.00%	4/26/22	131,868.10		595.59
INTEREST	2/13/21	2/13/21	70,000.00	89236TGT6	TOYOTA MOTOR CREDIT CORP CORP NOTES	1.80%	2/13/25	630.00		
INTEREST	2/14/21	2/16/21	325,000.00	83369XDL9	SOCIETE GENERALE NY CERT DEPOS	1.80%	2/14/22	2,957.50		
INTEREST	2/15/21	2/15/21	14,702.71	89238KAD4	TAOT 2017-D A3	1.93%	1/15/22	23.65		
INTEREST	2/15/21	2/15/21	425,000.00	912828B66	US TREASURY NOTES	2.75%	2/15/24	5,843.75		
INTEREST	2/15/21	2/15/21	35,714.97	65478DAD9	NAROT 2018-A A3	2.65%	5/15/22	78.87		
INTEREST	2/15/21	2/15/21	75,000.00	41284UAD6	HDMOT 2020-A A3	1.87%	10/15/24	116.87		
INTEREST	2/15/21	2/15/21	186,366.18	34533FAD3	FORDO 2019-A A3	2.78%	9/15/23	431.75		
INTEREST	2/15/21	2/15/21	85,000.00	14316HAC6	CARMX 2020-4 A3	0.50%	8/15/25	35.42		
INTEREST	2/15/21	2/15/21	85,000.00	110122DC9	BRISTOL-MYERS SQUIBB CO CORPORATE NOTES	3.87%	8/15/25	1,646.88		
INTEREST	2/15/21	2/15/21	125,000.00	254683CM5	DCENT 2019-A3 A	1.89%	10/15/24	196.88		
INTEREST	2/15/21	2/15/21	8,503.99	02007MAE0	ALLYA 2018-1 A3	2.35%	6/15/22	16.65		
INTEREST	2/15/21	2/15/21	37,380.95	65479PAD1	NALT 2019-A A3	2.76%	3/15/22	85.98		
INTEREST	2/15/21	2/15/21	5,280.31	47788CAC6	JDOT 2018-A A3	2.66%	4/15/22	11.70		
INTEREST	2/15/21	2/15/21	70,000.00	65480EAD3	NALT 2020-B A3	0.43%	10/16/23	25.08		
INTEREST	2/15/21	2/15/21	11,541.88	65478HAD0	NAROT 2017-C A3	2.12%	4/15/22	20.39		
INTEREST	2/15/21	2/15/21	45,403.31	14313FAD1	CARMAX AUTO OWNER TRUST	3.13%	6/15/23	118.43		
INTEREST	2/15/21	2/15/21	66,463.03	58772RAD6	MBART 2018-1 A3	3.03%	1/15/23	167.82		
INTEREST	2/15/21	2/15/21	100,000.00	14316LAC7	CARMX 2019-2 A3	2.68%	3/15/24	223.33		
INTEREST	2/15/21	2/15/21	35,000.00	14316NAC3	CARMX 2021-1 A3	0.34%	12/15/25	5.95		
INTEREST	2/15/21	2/15/21	325,000.00	14041NFU0	COMET 2019-A2 A2	1.72%	8/15/24	465.83		
PAYDOWNS	2/15/21	2/15/21	8,025.58	58772RAD6	MBART 2018-1 A3	3.03%	1/15/23	8,025.58		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	2/15/21	2/15/21	8,353.25	89238KAD4	TAOT 2017-D A3	1.93%	1/15/22	8,353.25		0.00
PAYDOWNS	2/15/21	2/15/21	4,353.56	65478HAD0	NAROT 2017-C A3	2.12%	4/15/22	4,353.56		0.00
PAYDOWNS	2/15/21	2/15/21	3,839.97	14313FAD1	CARMAX AUTO OWNER TRUST	3.13%	6/15/23	3,839.97		0.00
PAYDOWNS	2/15/21	2/15/21	13,373.77	34533FAD3	FORDO 2019-A A3	2.78%	9/15/23	13,373.77		0.00
PAYDOWNS	2/15/21	2/15/21	3,525.51	47788CAC6	JDOT 2018-A A3	2.66%	4/15/22	3,525.51		0.00
PAYDOWNS	2/15/21	2/15/21	7,142.82	65479PAD1	NALT 2019-A A3	2.76%	3/15/22	7,142.82		0.00
PAYDOWNS	2/15/21	2/15/21	10,171.52	65478DAD9	NAROT 2018-A A3	2.65%	5/15/22	10,171.52		0.00
PAYDOWNS	2/15/21	2/15/21	3,796.57	02007MAE0	ALLYA 2018-1 A3	2.35%	6/15/22	3,796.57		0.00
INTEREST	2/16/21	2/16/21	63,011.19	36255JAD6	GMCAR 2018-3 A3	3.02%	5/16/23	158.58		
PAYDOWNS	2/16/21	2/16/21	5,936.70	36255JAD6	GMCAR 2018-3 A3	3.02%	5/16/23	5,936.70		0.00
INTEREST	2/18/21	2/18/21	125,000.00	43813KAC6	HAROT 2020-3 A3	0.37%	10/18/24	38.54		
SELL	2/18/21	2/23/21	44,000.00	110122DC9	BRISTOL-MYERS SQUIBB CO CORPORATE NOTES	3.87%	8/15/25	49,800.57		27.76
INTEREST	2/20/21	2/20/21	100,000.00	92290BAA9	VZOT 2020-B A	0.47%	2/20/25	39.17		
INTEREST	2/20/21	2/20/21	119,553.60	92869BAD4	VALET 2018-2 A3	3.25%	4/20/23	323.79		
INTEREST	2/20/21	2/20/21	100,000.00	92348TAA2	VZOT 2020-A A1A	1.85%	7/22/24	154.17		
INTEREST	2/20/21	2/20/21	60,000.00	362569AC9	GMALT 2020-3 A3	0.45%	8/21/23	22.50		
INTEREST	2/20/21	2/20/21	175,000.00	92348AAA3	VZOT 2019-C A1A	1.94%	4/22/24	282.92		
PAYDOWNS	2/20/21	2/20/21	10,838.71	92869BAD4	VALET 2018-2 A3	3.25%	4/20/23	10,838.71		0.00
INTEREST	2/24/21	2/24/21	600,000.00	3137EAEV7	FREDDIE MAC NOTES	0.25%	8/24/23	762.50		
INTEREST	2/25/21	2/25/21	795,000.00	3135G05X7	FANNIE MAE NOTES	0.37%	8/25/25	1,474.06		
BUY	2/25/21	2/26/21	200,000.00	91282CBH3	US TREASURY NOTES	0.37%	1/31/26	(196,866.37)	0.70%	
INTEREST	2/26/21	2/26/21	325,000.00	65558TLL7	NORDEA BANK ABP NEW YORK CERT DEPOS	1.85%	8/26/22	3,073.06		

## 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	2/26/21	2/26/21	325,000.00	83050PDR7	SKANDINAV ENSKILDA BANK LT CD	1.86%	8/26/22	3,089.67		
INTEREST	2/28/21	2/28/21	775,000.00	912828ZC7	US TREASURY NOTES	1.12%	2/28/25	4,359.38		
INTEREST	2/28/21	2/28/21	210,000.00	9128284X5	US TREASURY NOTES	2.75%	8/31/23	2,887.50		
INTEREST	2/28/21	2/28/21	325,000.00	254687FK7	WALT DISNEY COMPANY/THE	1.75%	8/30/24	2,843.75		
INTEREST	2/28/21	2/28/21	125,000.00	9128282D1	US TREASURY NOTES	1.37%	8/31/23	859.38		
INTEREST	3/1/21	3/1/21	75,000.00	437076BV3	HOME DEPOT INC	3.25%	3/1/22	1,218.75		
BUY	3/1/21	3/3/21	300,000.00	91282CBQ3	US TREASURY NOTES	0.50%	2/28/26	(296,813.01)	0.72%	
SELL	3/1/21	3/3/21	100,000.00	24422ETL3	JOHN DEERE CAPITAL CORP NOTES	2.65%	1/6/22	102,477.58		2,135.51
SELL	3/1/21	3/3/21	125,000.00	63743HET5	NATIONAL RURAL UTIL COOP CORP NOTE	1.75%	1/21/22	127,000.42		1,758.53
INTEREST	3/1/21	3/25/21	275,000.00	3137AWQH1	FHLMC MULTIFAMILY STRUCTURED P	2.30%	8/1/22	528.69		
INTEREST	3/1/21	3/25/21	27,481.30	3136B1XP4	FNA 2018-M5 A2	3.56%	9/1/21	81.53		
INTEREST	3/1/21	3/25/21	325,000.00	3137AVXN2	FHLMC MULTIFAMILY STRUCTURED P	2.35%	7/1/22	637.81		
INTEREST	3/1/21	3/25/21	300,000.00	3137B1BS0	FHLMC MULTIFAMILY STRUCTURED P	2.51%	11/1/22	627.50		
INTEREST	3/1/21	3/25/21	17,077.66	3137FKK39	FHMS KP05 A	3.20%	7/1/23	45.58		
INTEREST	3/1/21	3/25/21	85,663.76	3137FQ3V3	FHMS KJ27 A1	2.09%	7/1/24	149.34		
INTEREST	3/1/21	3/25/21	46,606.61	3137B5JL8	FHLMC MULTIFAMILY STRUCTURED P	2.66%	2/1/23	103.66		
INTEREST	3/1/21	3/25/21	102,932.00	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/22	250.01		
INTEREST	3/1/21	3/25/21	106,566.04	3136ABPW7	FNA 2013-M1 A2	2.36%	8/1/22	209.99		
INTEREST	3/1/21	3/25/21	159,372.93	3137BM6P6	FHLMC SERIES K721 A2	3.09%	8/1/22	410.39		
PAYDOWNS	3/1/21	3/25/21	217.15	3137FQ3V3	FHMS KJ27 A1	2.09%	7/1/24	217.15		0.00
PAYDOWNS	3/1/21	3/25/21	965.99	3136B1XP4	FNA 2018-M5 A2	3.56%	9/1/21	965.99		0.00
PAYDOWNS	3/1/21	3/25/21	26.12	3137FKK39	FHMS KP05 A	3.20%	7/1/23	26.12		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	3/1/21	3/25/21	2,210.29	3137B5JL8	FHLMC MULTIFAMILY STRUCTURED P	2.66%	2/1/23	2,210.29		0.00
PAYDOWNS	3/1/21	3/25/21	262.04	3136ABPW7	FNA 2013-M1 A2	2.36%	8/1/22	262.04		0.00
PAYDOWNS	3/1/21	3/25/21	7,103.74	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/22	7,103.74		0.00
PAYDOWNS	3/1/21	3/25/21	295.01	3137BM6P6	FHLMC SERIES K721 A2	3.09%	8/1/22	295.01		0.00
BUY	3/2/21	3/10/21	60,000.00	05591RAC8	BMWLT 2021-1 A3	0.29%	1/25/24	(59,998.10)	0.29%	
BUY	3/5/21	3/9/21	110,000.00	12189LAV3	BURLINGTN NORTH SANTA FE CORP NOTES (CAL	3.00%	4/1/25	(119,877.63)	1.07%	
INTEREST	3/6/21	3/6/21	95,000.00	14913Q3A5	CATERPILLAR FINANCIAL SERVICES CORP NOTE	1.90%	9/6/22	902.50		
INTEREST	3/7/21	3/7/21	250,000.00	58933YAU9	MERCK & CO INC	2.90%	3/7/24	3,625.00		
INTEREST	3/7/21	3/7/21	130,000.00	24422EUX5	JOHN DEERE CAPITAL CORP CORP NOTES	2.60%	3/7/24	1,690.00		
INTEREST	3/8/21	3/8/21	1,020,000.00	3137EAEW5	FREDDIE MAC NOTES	0.25%	9/8/23	1,303.33		
SELL	3/10/21	3/10/21	20,000.00	9128284X5	US TREASURY NOTES	2.75%	8/31/23	21,258.70		1,335.31
BUY	3/11/21	3/15/21	115,000.00	06406RAN7	BANK OF NY MELLON (CALLABLE) CORP NOTES	1.60%	4/24/25	(118,446.17)	1.01%	
SELL	3/12/21	3/15/21	75,000.00	437076BV3	HOME DEPOT INC	3.25%	3/1/22	77,264.54		2,230.83
INTEREST	3/14/21	3/14/21	100,000.00	14913R2F3	CATERPILLAR FINL SERVICE CORPORATE NOTES	0.45%	9/14/23	225.00		
INTEREST	3/15/21	3/15/21	41,563.34	14313FAD1	CARMAX AUTO OWNER TRUST	3.13%	6/15/23	108.41		
INTEREST	3/15/21	3/15/21	4,707.42	02007MAE0	ALLYA 2018-1 A3	2.35%	6/15/22	9.22		
INTEREST	3/15/21	3/15/21	300,000.00	717081EN9	PFIZER INC CORP NOTES (CALLABLE)	3.20%	9/15/23	4,800.00		
INTEREST	3/15/21	3/15/21	100,000.00	14316LAC7	CARMX 2019-2 A3	2.68%	3/15/24	223.33		
INTEREST	3/15/21	3/15/21	300,000.00	91159HHC7	US BANCORP (CALLABLE) NOTE	3.00%	3/15/22	4,500.00		
INTEREST	3/15/21	3/15/21	250,000.00	88579YAX9	3M COMPANY CORP NOTES	2.25%	3/15/23	2,812.50		
INTEREST	3/15/21	3/15/21	30,238.13	65479PAD1	NALT 2019-A A3	2.76%	3/15/22	69.55		
INTEREST	3/15/21	3/15/21	1,754.80	47788CAC6	JDOT 2018-A A3	2.66%	4/15/22	3.89		

## 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	3/15/21	3/15/21	125,000.00	254683CM5	DCENT 2019-A3 A	1.89%	10/15/24	196.88		
INTEREST	3/15/21	3/15/21	70,000.00	65480EAD3	NALT 2020-B A3	0.43%	10/16/23	25.08		
INTEREST	3/15/21	3/15/21	85,000.00	14316HAC6	CARMX 2020-4 A3	0.50%	8/15/25	35.42		
INTEREST	3/15/21	3/15/21	35,000.00	14316NAC3	CARMX 2021-1 A3	0.34%	12/15/25	9.92		
INTEREST	3/15/21	3/15/21	172,992.41	34533FAD3	FORDO 2019-A A3	2.78%	9/15/23	400.77		
INTEREST	3/15/21	3/15/21	25,543.45	65478DAD9	NAROT 2018-A A3	2.65%	5/15/22	56.41		
INTEREST	3/15/21	3/15/21	6,349.46	89238KAD4	TAOT 2017-D A3	1.93%	1/15/22	10.21		
INTEREST	3/15/21	3/15/21	340,000.00	650036DT0	NY ST URBAN DEV CORP TXBL REV BONDS	0.87%	3/15/25	673.77		
INTEREST	3/15/21	3/15/21	7,188.32	65478HAD0	NAROT 2017-C A3	2.12%	4/15/22	12.70		
INTEREST	3/15/21	3/15/21	325,000.00	14041NFU0	COMET 2019-A2 A2	1.72%	8/15/24	465.83		
INTEREST	3/15/21	3/15/21	58,437.45	58772RAD6	MBART 2018-1 A3	3.03%	1/15/23	147.55		
INTEREST	3/15/21	3/15/21	75,000.00	41284UAD6	HDMOT 2020-A A3	1.87%	10/15/24	116.87		
PAYDOWNS	3/15/21	3/15/21	3,551.77	14313FAD1	CARMAX AUTO OWNER TRUST	3.13%	6/15/23	3,551.77		0.00
PAYDOWNS	3/15/21	3/15/21	6,349.46	89238KAD4	TAOT 2017-D A3	1.93%	1/15/22	6,349.46		0.00
PAYDOWNS	3/15/21	3/15/21	3,258.21	02007MAE0	ALLYA 2018-1 A3	2.35%	6/15/22	3,258.21		0.00
PAYDOWNS	3/15/21	3/15/21	3,804.70	65478HAD0	NAROT 2017-C A3	2.12%	4/15/22	3,804.70		0.00
PAYDOWNS	3/15/21	3/15/21	4,406.39	14316LAC7	CARMX 2019-2 A3	2.68%	3/15/24	4,406.39		0.00
PAYDOWNS	3/15/21	3/15/21	6,551.95	65479PAD1	NALT 2019-A A3	2.76%	3/15/22	6,551.95		0.00
PAYDOWNS	3/15/21	3/15/21	11,444.00	34533FAD3	FORDO 2019-A A3	2.78%	9/15/23	11,444.00		0.00
PAYDOWNS	3/15/21	3/15/21	9,187.37	65478DAD9	NAROT 2018-A A3	2.65%	5/15/22	9,187.37		0.00
PAYDOWNS	3/15/21	3/15/21	7,091.47	58772RAD6	MBART 2018-1 A3	3.03%	1/15/23	7,091.47		0.00
PAYDOWNS	3/15/21	3/15/21	1,754.80	47788CAC6	JDOT 2018-A A3	2.66%	4/15/22	1,754.80		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)
SELL	3/15/21	3/15/21	25,000.00	9128284X5	US TREASURY NOTES	2.75%	8/31/23	26,578.80		1,664.60
INTEREST	3/16/21	3/16/21	125,000.00	05531FBJ1	BB&T CORPORATION NOTES	2.20%	3/16/23	1,375.00		
INTEREST	3/16/21	3/16/21	57,074.49	36255JAD6	GMCAR 2018-3 A3	3.02%	5/16/23	143.64		
PAYDOWNS	3/16/21	3/16/21	5,236.30	36255JAD6	GMCAR 2018-3 A3	3.02%	5/16/23	5,236.30		0.00
BUY	3/16/21	3/18/21	105,000.00	808513BN4	CHARLES SCHWAB CORP NOTES (CALLABLE)	0.75%	3/18/24	(104,947.50)	0.77%	
SELL	3/17/21	3/18/21	50,000.00	91159HHC7	US BANCORP (CALLABLE) NOTE	3.00%	3/15/22	51,270.00		961.34
INTEREST	3/18/21	3/18/21	125,000.00	43813KAC6	HAROT 2020-3 A3	0.37%	10/18/24	38.54		
BUY	3/19/21	3/23/21	255,000.00	22552G3C2	CREDIT SUISSE NEW YORK CERT DEPOS	0.59%	3/17/23	(255,000.00)	0.59%	
SELL	3/19/21	3/23/21	260,000.00	22549L6F7	CREDIT SUISSE NEW YORK CERT DEPOS	0.52%	2/1/22	261,376.01		519.74
INTEREST	3/20/21	3/20/21	60,000.00	362569AC9	GMALT 2020-3 A3	0.45%	8/21/23	22.50		
INTEREST	3/20/21	3/20/21	108,714.89	92869BAD4	VALET 2018-2 A3	3.25%	4/20/23	294.44		
INTEREST	3/20/21	3/20/21	175,000.00	92348AAA3	VZOT 2019-C A1A	1.94%	4/22/24	282.92		
INTEREST	3/20/21	3/20/21	100,000.00	92290BAA9	VZOT 2020-B A	0.47%	2/20/25	39.17		
INTEREST	3/20/21	3/20/21	100,000.00	92348TAA2	VZOT 2020-A A1A	1.85%	7/22/24	154.17		
PAYDOWNS	3/20/21	3/20/21	10,211.73	92869BAD4	VALET 2018-2 A3	3.25%	4/20/23	10,211.73		0.00
INTEREST	3/23/21	3/23/21	295,000.00	3137EAEX3	FREDDIE MAC NOTES	0.37%	9/23/25	546.98		
INTEREST	3/31/21	3/31/21	500,000.00	912828YH7	US TREASURY NOTES	1.50%	9/30/24	3,750.00		
INTEREST	3/31/21	3/31/21	550,000.00	9128285D8	US TREASURY NOTES	2.87%	9/30/23	7,906.25		
INTEREST	3/31/21	3/31/21	650,000.00	912828W71	US TREASURY NOTES	2.12%	3/31/24	6,906.25		
<b>TOTALS</b>								<b>(74,504.13)</b>		<b>37,200.05</b>

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# Portfolio Holdings

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## 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
<b>U.S. Treasury Bond / Note</b>											
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	149.46	123,898.63	128,476.56
US TREASURY NOTES DTD 08/31/2018 2.750% 08/31/2023	9128284X5	165,000.00	AA+	Aaa	9/20/2018	9/21/2018	163,491.80	2.95	394.57	164,263.03	175,028.90
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	11.78	149,420.52	159,843.75
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	31.42	399,007.66	426,250.00
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	3,917.24	541,615.25	577,156.25
US TREASURY NOTES 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	10,558.01	1,603,076.32	1,702,000.00
US TREASURY NOTES DTD 01/03/2017 2.250% 12/31/2023	912828V23	980,000.00	AA+	Aaa	1/30/2019	1/31/2019	965,912.50	2.56	5,542.96	972,120.42	1,032,368.75
US TREASURY NOTES DTD 01/15/2021 0.125% 01/15/2024	91282CBE0	1,200,000.00	AA+	Aaa	2/2/2021	2/3/2021	1,198,125.00	0.18	314.92	1,198,224.33	1,193,812.56
US TREASURY 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	466.16	124,270.48	131,835.94
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	1,452.87	426,919.70	454,484.38
US TREASURY NOTES 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	37.74	646,600.87	684,226.53
US TREASURY 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	2,519.34	297,636.49	314,906.25
US TREASURY 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	8,211.54	1,229,007.56	1,286,250.00
US TREASURY NOTES DTD 06/30/2019 1.750% 06/30/2024	9128286Z8	200,000.00	AA+	Aaa	7/1/2019	7/3/2019	199,546.88	1.80	879.84	199,705.37	208,500.00
US 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	1,209.77	275,505.93	286,687.50

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# Appendix

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## 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
<b>U.S. Treasury Bond / Note</b>											
US 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	20.49	499,623.92	517,343.75
US 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	3,621.55	571,244.89	594,585.94
US 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	2,204.42	351,862.06	361,921.87
US 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	227.90	99,890.97	102,890.62
US 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	758.15	783,500.19	789,531.25
US TREASURY 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	629.83	399,895.95	395,000.00
US TREASURY 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	272.32	324,892.49	318,753.89
US TREASURY NOTES DTD 11/30/2020 0.375% 11/30/2025	91282CAZ4	300,000.00	AA+	Aaa	12/1/2020	12/3/2020	299,343.75	0.42	377.06	299,386.59	293,437.50
US TREASURY NOTES DTD 12/31/2020 0.375% 12/31/2025	91282CBC4	300,000.00	AA+	Aaa	1/7/2021	1/11/2021	298,804.69	0.46	282.80	298,857.38	292,968.75
US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026	91282CBH3	200,000.00	AA+	Aaa	2/25/2021	2/26/2021	196,812.50	0.70	124.31	196,872.71	195,031.24
US TREASURY NOTES DTD 02/28/2021 0.500% 02/28/2026	91282CBQ3	300,000.00	AA+	Aaa	3/1/2021	3/3/2021	296,800.78	0.72	130.43	296,851.67	294,093.75
<b>Security Type Sub-Total</b>		<b>12,495,000.00</b>					<b>12,460,494.17</b>	<b>1.73</b>	<b>44,346.88</b>	<b>12,474,151.38</b>	<b>12,917,385.93</b>
<b>Supra-National Agency Bond / Note</b>											
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	308.68	174,958.59	175,945.00

## 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
<b>Supra-National Agency Bond / Note</b>											
INTL BK RECON & DEVELOP CORPORATE NOTES DTD 11/24/2020 0.250% 11/24/2023	459058JM6	200,000.00	AAA	Aaa	11/17/2020	11/24/2020	199,570.00	0.32	176.39	199,620.26	199,494.80
<b>Security Type Sub-Total</b>		<b>375,000.00</b>					<b>374,510.50</b>	<b>0.41</b>	<b>485.07</b>	<b>374,578.85</b>	<b>375,439.80</b>
<b>Municipal Bond / Note</b>											
CT ST TXBL GO BONDS DTD 06/11/2020 2.500% 07/01/2022	20772KJU4	35,000.00	A	Aa3	5/29/2020	6/11/2020	35,588.70	1.66	218.75	35,357.93	36,021.65
CA ST EARTHQUAKE AUTH TXBL REV BONDS DTD 11/24/2020 1.327% 07/01/2022	13017HAJ5	70,000.00	NR	NR	11/13/2020	11/24/2020	70,000.00	1.33	232.23	70,000.00	70,952.00
PORT AUTH OF NY/NJ TXBL REV BONDS DTD 07/08/2020 1.086% 07/01/2023	73358W4V3	100,000.00	A+	Aa3	7/2/2020	7/8/2020	100,000.00	1.09	793.39	100,000.00	101,404.00
PORT AUTH OF NY/NJ TXBL REV BONDS DTD 07/08/2020 1.086% 07/01/2023	73358W4V3	100,000.00	A+	Aa3	7/7/2020	7/9/2020	100,586.00	0.89	793.39	100,442.60	101,404.00
SAN JUAN USD, CA TXBL GO BONDS DTD 10/29/2020 0.499% 08/01/2023	798306WM4	125,000.00	NR	Aa2	10/16/2020	10/29/2020	125,000.00	0.50	103.96	125,000.00	124,233.75
NJ TURNPIKE AUTHORITY TXBL REV BONDS DTD 02/04/2021 0.897% 01/01/2025	646140DN0	70,000.00	A+	A2	1/22/2021	2/4/2021	70,000.00	0.90	99.42	70,000.00	69,391.70
NY ST URBAN DEV CORP TXBL REV BONDS DTD 12/23/2020 0.870% 03/15/2025	650036DT0	340,000.00	AA+	NR	12/16/2020	12/23/2020	340,000.00	0.87	131.47	340,000.00	338,908.60
CT ST T/E GO BONDS DTD 06/25/2020 2.000% 06/01/2025	20772KKK4	100,000.00	A	Aa3	6/12/2020	6/25/2020	105,097.00	0.94	666.67	104,305.01	103,944.00
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	255,000.00	AA	Aa3	9/3/2020	9/16/2020	255,000.00	1.26	801.98	255,000.00	256,991.55

## 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
<b>Security Type Sub-Total</b>		<b>1,195,000.00</b>					<b>1,201,271.70</b>	<b>0.99</b>	<b>3,841.26</b>	<b>1,200,105.54</b>	<b>1,203,251.25</b>
<b>Federal Agency Collateralized Mortgage Obligation</b>											
FNA 2018-M5 A2 DTD 04/01/2018 3.560% 09/01/2021	3136B1XP4	26,515.31	AA+	Aaa	4/11/2018	4/30/2018	27,042.73	2.93	78.66	26,581.45	26,515.31
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	326,725.11	330,951.49
FHLMC SERIES K721 A2 DTD 12/01/2015 3.090% 08/01/2022	3137BM6P6	159,077.92	AA+	Aaa	4/4/2018	4/9/2018	160,432.57	2.88	409.63	159,496.79	163,343.94
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	125,850.38	127,468.32
FNA 2013-M1 A2 DTD 01/01/2013 2.365% 08/01/2022	3136ABPW7	106,304.00	AA+	Aaa	9/10/2019	9/13/2019	107,122.03	2.09	209.47	106,682.33	107,414.00
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	150,806.02	152,961.99
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	302,727.93	308,432.46
FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGQ4	95,828.26	AA+	Aaa	9/4/2019	9/9/2019	97,083.71	1.86	182.07	96,476.75	97,490.43
FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2013 2.669% 02/01/2023	3137B5JL8	44,396.32	AA+	Aaa	6/13/2018	6/18/2018	44,169.14	2.79	98.74	44,306.07	45,218.42
FHMS KP05 A DTD 12/01/2018 3.203% 07/01/2023	3137FKK39	17,051.54	AA+	Aaa	12/7/2018	12/17/2018	17,051.49	3.20	45.51	17,051.52	17,415.88
FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/01/2024	3137FQ3V3	85,446.61	AA+	Aaa	11/20/2019	11/26/2019	85,444.52	2.09	148.96	85,445.13	87,306.56
<b>Security Type Sub-Total</b>		<b>1,434,619.96</b>					<b>1,451,430.17</b>	<b>2.09</b>	<b>2,967.04</b>	<b>1,442,149.48</b>	<b>1,464,518.80</b>
<b>Federal Agency Bond / Note</b>											
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	1,048.18	623,931.22	627,414.38

## 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
<b>Federal Agency Bond / Note</b>											
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	897.29	589,826.79	592,201.88
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	604.69	673,550.87	675,773.55
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	402.43	608,672.64	610,593.53
FANNIE MAE NOTES DTD 07/10/2020 0.250% 07/10/2023	3135G05G4	640,000.00	AA+	Aaa	7/8/2020	7/10/2020	638,624.00	0.32	360.00	638,957.00	640,138.24
FREDDIE MAC NOTES DTD 08/21/2020 0.250% 08/24/2023	3137EAEV7	600,000.00	AA+	Aaa	8/19/2020	8/21/2020	599,388.00	0.28	154.17	599,512.30	599,993.40
FREDDIE MAC NOTES DTD 09/04/2020 0.250% 09/08/2023	3137EAEW5	445,000.00	AA+	Aaa	9/2/2020	9/4/2020	445,081.26	0.24	71.08	445,065.81	444,779.28
FREDDIE MAC NOTES DTD 09/04/2020 0.250% 09/08/2023	3137EAEW5	575,000.00	AA+	Aaa	9/2/2020	9/4/2020	574,810.25	0.26	91.84	574,846.34	574,714.80
FREDDIE MAC NOTES DTD 11/05/2020 0.250% 11/06/2023	3137EAEZ8	340,000.00	AA+	Aaa	11/3/2020	11/5/2020	339,694.00	0.28	344.72	339,735.04	339,644.36
FREDDIE MAC NOTES DTD 12/04/2020 0.250% 12/04/2023	3137EAF A2	275,000.00	AA+	Aaa	12/2/2020	12/4/2020	274,727.75	0.28	223.44	274,757.09	274,703.83
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	3,231.09	309,976.71	329,982.25
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	1,866.67	478,981.34	509,316.96
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	800.52	289,514.61	289,482.93
FREDDIE MAC NOTES DTD 07/23/2020 0.375% 07/21/2025	3137EAEU9	395,000.00	AA+	Aaa	7/21/2020	7/23/2020	393,032.90	0.48	288.02	393,304.67	388,245.90
FANNIE MAE NOTES DTD 08/27/2020 0.375% 08/25/2025	3135G05X7	795,000.00	AA+	Aaa	8/25/2020	8/27/2020	791,279.40	0.47	298.13	791,722.04	781,453.20
FREDDIE MAC NOTES DTD 09/25/2020 0.375% 09/23/2025	3137EAEX3	295,000.00	AA+	Aaa	9/23/2020	9/25/2020	294,112.05	0.44	24.58	294,203.57	289,757.56

## Managed Account Detail of Securities Held

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<b>Security Type Sub-Total</b>		<b>7,935,000.00</b>					<b>7,926,732.90</b>	<b>0.61</b>	<b>10,706.85</b>	<b>7,926,558.04</b>	<b>7,968,196.05</b>
<b>Corporate Note</b>											
US BANCORP (CALLABLE) NOTE DTD 03/02/2012 3.000% 03/15/2022	91159HHC7	250,000.00	A+	A1	6/8/2017	6/13/2017	257,572.50	2.32	333.33	251,418.74	255,931.25
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	1,037.92	99,980.09	102,469.60
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	2,731.88	310,640.30	316,356.24
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	1,250.87	124,943.34	128,118.63
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	351.00	59,966.27	61,172.76
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	205.74	64,970.41	66,528.41
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	125.35	94,936.99	97,107.29
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	3,176.25	270,930.50	283,586.88
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	540.31	74,980.23	76,925.03
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	99.17	34,970.59	35,891.70
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	250.00	246,138.11	258,793.75
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	114.58	124,948.28	129,157.75

## 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
<b>Corporate Note</b>											
JPMORGAN CHASE & CO BONDS DTD 03/22/2019 3.207% 04/01/2023	46647PBB1	100,000.00	A-	A2	3/15/2019	3/22/2019	100,000.00	3.21	1,603.50	100,000.00	102,632.50
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	234.38	74,896.93	75,667.43
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	408.33	139,732.22	141,526.84
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	332.79	75,000.00	76,207.73
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	3,825.00	301,276.46	318,289.80
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	1,496.81	148,533.28	153,578.70
AMAZON.COM INC CORPORATE NOTES DTD 06/03/2020 0.400% 06/03/2023	023135BP0	150,000.00	AA-	A2	6/1/2020	6/3/2020	149,790.00	0.45	196.67	149,847.92	150,358.50
CHEVRON USA INC CORPORATE NOTES DTD 08/12/2020 0.426% 08/11/2023	166756AJ5	35,000.00	AA-	Aa2	8/10/2020	8/12/2020	35,000.00	0.43	20.71	35,000.00	35,037.24
CATERPILLAR FINL SERVICE CORPORATE NOTES DTD 09/14/2020 0.450% 09/14/2023	14913R2F3	100,000.00	A	A3	9/9/2020	9/14/2020	99,932.00	0.47	21.25	99,944.36	99,825.80
PFIZER INC CORP NOTES (CALLABLE) DTD 09/07/2018 3.200% 09/15/2023	717081EN9	300,000.00	A+	A2	1/11/2019	1/15/2019	301,983.00	3.05	426.67	301,026.47	319,901.10
BRISTOL-MYERS SQUIBB CO (CALLABLE) CORP DTD 11/13/2020 0.537% 11/13/2023	110122DT2	160,000.00	A+	A2	11/9/2020	11/13/2020	160,000.00	0.54	329.36	160,000.00	160,122.40
GOLDMAN SACHS GROUP INC CORPORATE NOTES DTD 11/19/2020 0.627% 11/17/2023	38141GXL3	110,000.00	BBB+	A2	11/16/2020	11/19/2020	110,000.00	0.63	252.89	110,000.00	109,890.44

## 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
<b>Corporate Note</b>											
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	1,158.54	149,934.91	161,769.45
MORGAN STANLEY CORP NOTES (CALLABLE) DTD 01/25/2021 0.529% 01/25/2024	6174468W2	190,000.00	BBB+	A1	1/20/2021	1/25/2021	190,000.00	0.53	184.27	190,000.00	189,496.12
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 02/08/2021 0.350% 02/08/2024	63743HEU2	65,000.00	A-	A2	2/1/2021	2/8/2021	64,955.15	0.37	33.49	64,957.28	64,441.13
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	483.33	250,590.26	267,743.25
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	225.33	129,862.78	137,464.21
CHARLES SCHWAB CORP NOTES (CALLABLE) DTD 03/18/2021 0.750% 03/18/2024	808513BN4	105,000.00	A	A2	3/16/2021	3/18/2021	104,947.50	0.77	28.44	104,948.17	105,521.01
COMCAST CORP (CALLABLE) 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	2,900.39	182,488.66	185,259.03
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	504.67	100,000.00	102,015.30
WALT DISNEY COMPANY/THE DTD 09/06/2019 1.750% 08/30/2024	254687FK7	325,000.00	BBB+	A2	9/3/2019	9/6/2019	323,674.00	1.84	521.35	324,091.47	335,510.50
BANK OF AMERICA CORP CORPORATE NOTES DTD 10/21/2020 0.810% 10/24/2024	06051GJH3	300,000.00	A-	A2	10/16/2020	10/21/2020	300,000.00	0.81	1,080.00	300,000.00	299,898.90
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	1,007.42	110,364.05	115,818.56

## 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
<b>Corporate Note</b>											
PACCAR FINANCIAL CORP CORPORATE NOTES DTD 02/06/2020 1.800% 02/06/2025	69371RQ66	80,000.00	A+	A1	10/22/2020	10/29/2020	83,608.80	0.73	220.00	83,252.77	82,021.92
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	48.00	20,160.26	20,503.72
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	120.00	50,400.66	51,259.30
JPMORGAN CHASE & CO CORP NOTES (CALLABLE) DTD 02/16/2021 0.563% 02/16/2025	46647PBY1	60,000.00	A-	A2	2/9/2021	2/16/2021	60,000.00	0.56	42.23	60,000.00	59,368.50
BURLINGTN NORTH SANTA FE CORP NOTES (CAL DTD 03/09/2015 3.000% 04/01/2025	12189LAV3	110,000.00	A+	A3	3/5/2021	3/9/2021	118,429.30	1.07	1,650.00	118,290.22	118,202.04
BANK OF NY MELLON (CALLABLE) CORP NOTES DTD 04/24/2020 1.600% 04/24/2025	06406RAN7	115,000.00	A	A1	3/11/2021	3/15/2021	117,725.50	1.01	802.44	117,693.98	116,963.86
BRISTOL-MYERS SQUIBB CO CORPORATE NOTES DTD 07/15/2020 3.875% 08/15/2025	110122DC9	41,000.00	A+	A2	9/29/2020	9/30/2020	46,849.88	0.88	203.01	46,215.68	45,387.41
GOLDMAN SACHS GROUP INC CORPORATE NOTES DTD 02/12/2021 0.855% 02/12/2026	38141GXS8	140,000.00	BBB+	A2	2/12/2021	2/17/2021	140,285.60	0.81	162.93	140,278.86	137,626.58
<b>Security Type Sub-Total</b>		<b>5,971,000.00</b>					<b>6,001,172.63</b>	<b>1.95</b>	<b>30,740.60</b>	<b>5,997,611.50</b>	<b>6,151,348.56</b>
<b>Certificate of Deposit</b>											
SOCIETE GENERALE NY CERT DEPOS DTD 02/19/2020 1.800% 02/14/2022	83369XDL9	325,000.00	A-1	P-1	2/14/2020	2/19/2020	325,000.00	1.80	763.75	325,000.00	328,805.75

## 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
<b>Certificate of Deposit</b>											
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	9,056.00	320,000.00	328,350.40
SUMITOMO MITSUI BANK NY CERT DEPOS DTD 07/14/2020 0.700% 07/08/2022	86565CKU2	250,000.00	A	A1	7/10/2020	7/14/2020	250,000.00	0.70	403.47	250,000.00	251,394.25
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	567.85	325,000.00	332,535.78
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	570.92	325,000.00	332,581.28
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	2,210.00	325,000.00	334,736.03
CREDIT SUISSE NEW YORK CERT DEPOS DTD 03/23/2021 0.590% 03/17/2023	22552G3C2	255,000.00	A+	Aa3	3/19/2021	3/23/2021	255,000.00	0.59	37.61	255,000.00	254,958.95
<b>Security Type Sub-Total</b>		<b>2,125,000.00</b>					<b>2,125,000.00</b>	<b>1.73</b>	<b>13,609.60</b>	<b>2,125,000.00</b>	<b>2,163,362.44</b>
<b>Asset-Backed Security</b>											
NALT 2019-A A3 DTD 04/15/2019 2.760% 03/15/2022	65479PAD1	23,686.18	AAA	Aaa	4/9/2019	4/15/2019	23,684.46	2.76	29.06	23,685.62	23,767.93
NAROT 2017-C A3 DTD 12/13/2017 2.120% 04/15/2022	65478HAD0	3,383.62	NR	Aaa	12/6/2017	12/13/2017	3,383.05	2.12	3.19	3,383.48	3,385.97
NAROT 2018-A A3 DTD 02/28/2018 2.650% 05/15/2022	65478DAD9	16,356.08	AAA	Aaa	2/21/2018	2/28/2018	16,354.21	2.65	19.26	16,355.58	16,384.04
ALLYA 2018-1 A3 DTD 01/31/2018 2.350% 06/15/2022	02007MAE0	1,449.21	AAA	NR	1/23/2018	1/31/2018	1,449.04	2.35	1.51	1,449.16	1,450.20
MBART 2018-1 A3 DTD 07/25/2018 3.030% 01/15/2023	58772RAD6	51,345.98	AAA	Aaa	7/17/2018	7/25/2018	51,344.02	3.03	69.15	51,345.20	51,763.40

## 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
<b>Asset-Backed Security</b>											
VALET 2018-2 A3 DTD 11/21/2018 3.250% 04/20/2023	92869BAD4	98,503.16	AAA	Aaa	11/15/2018	11/21/2018	98,499.02	3.25	97.82	98,501.24	99,756.51
GMCAR 2018-3 A3 DTD 07/18/2018 3.020% 05/16/2023	36255JAD6	51,838.19	AAA	NR	7/11/2018	7/18/2018	51,826.09	3.03	65.23	51,832.87	52,424.21
CARMAX AUTO OWNER TRUST DTD 07/25/2018 3.130% 06/15/2023	14313FAD1	38,011.57	AAA	NR	7/18/2018	7/25/2018	38,006.39	3.13	52.88	38,009.24	38,504.90
GMALT 2020-3 A3 DTD 09/29/2020 0.450% 08/21/2023	362569AC9	60,000.00	AAA	Aaa	9/22/2020	9/29/2020	59,994.25	0.45	8.25	59,995.25	60,131.54
FORDO 2019-A A3 DTD 03/22/2019 2.780% 09/15/2023	34533FAD3	161,548.41	NR	Aaa	3/19/2019	3/22/2019	161,521.22	2.78	199.60	161,533.52	164,065.61
NALT 2020-B A3 DTD 09/29/2020 0.430% 10/16/2023	65480EAD3	70,000.00	AAA	Aaa	9/22/2020	9/29/2020	69,992.80	0.43	13.38	69,993.99	70,106.53
BMWLT 2021-1 A3 DTD 03/10/2021 0.290% 01/25/2024	05591RAC8	60,000.00	AAA	Aaa	3/2/2021	3/10/2021	59,998.10	0.29	10.15	59,998.14	59,949.89
CARMX 2019-2 A3 DTD 04/17/2019 2.680% 03/15/2024	14316LAC7	95,593.61	AAA	NR	4/9/2019	4/17/2019	95,583.84	2.68	113.86	95,587.73	97,376.11
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	174,990.91	178,001.46
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	99,991.35	101,963.00
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	324,944.18	331,405.43
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	124,980.83	128,013.46
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	74,987.71	76,162.13
HAROT 2020-3 A3 DTD 09/29/2020 0.370% 10/18/2024	43813KAC6	125,000.00	AAA	NR	9/22/2020	9/29/2020	124,981.64	0.37	16.70	124,983.92	124,982.93
VZOT 2020-B A DTD 08/12/2020 0.470% 02/20/2025	92290BAA9	100,000.00	NR	Aaa	8/4/2020	8/12/2020	99,979.00	0.47	14.36	99,981.95	100,170.29

## 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
<b>Asset-Backed Security</b>											
CARMX 2020-4 A3 DTD 10/21/2020 0.500% 08/15/2025	14316HAC6	85,000.00	AAA	NR	10/14/2020	10/21/2020	84,981.29	0.50	18.89	84,983.01	85,094.76
CARMX 2021-1 A3 DTD 01/27/2021 0.340% 12/15/2025	14316NAC3	35,000.00	AAA	NR	1/20/2021	1/27/2021	34,993.08	0.34	5.29	34,993.33	34,876.36
<b>Security Type Sub-Total</b>		<b>1,876,716.01</b>					<b>1,876,421.26</b>	<b>1.74</b>	<b>1,314.62</b>	<b>1,876,508.21</b>	<b>1,899,736.66</b>
<b>Managed Account Sub Total</b>		<b>33,407,335.97</b>					<b>33,417,033.33</b>	<b>1.48</b>	<b>108,011.92</b>	<b>33,416,663.00</b>	<b>34,143,239.49</b>
<b>Money Market Mutual Fund</b>											
PFM Funds - Govt Select, Instl Cl		60,948.02	AAAm	NR			60,948.02		0.00	60,948.02	60,948.02
<b>Money Market Sub Total</b>		<b>60,948.02</b>					<b>60,948.02</b>		<b>0.00</b>	<b>60,948.02</b>	<b>60,948.02</b>
<b>Securities Sub-Total</b>		<b>\$33,468,283.99</b>					<b>\$33,477,981.35</b>	<b>1.48%</b>	<b>\$108,011.92</b>	<b>\$33,477,611.02</b>	<b>\$34,204,187.51</b>
<b>Accrued Interest</b>											<b>\$108,011.92</b>
<b>Total Investments</b>											<b>\$34,312,199.43</b>

Bolded items are forward settling trades.

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## 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 of 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.

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## 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.



**CONSENT AGENDA**

Approval of the Memorandum of Understanding (MOU) between the City of Santa Fe Springs and the Santa Fe Springs City Employees' Association (SFSCEA) and the Santa Fe Springs Firemens' Association (SFSFA), effective July 1, 2020 – June 30, 2021

**RECOMMENDATION:**

- Approve the Fiscal Year 2020-21 MOU between the City of Santa Fe Springs and the Santa Fe Springs City Employees' Association (SFSCEA), effective July 1, 2020 - June 30, 2021.
- Approve the Fiscal Year 2020-21 MOU between the City of Santa Fe Springs and the Santa Fe Springs Firemens' Association, Inc. (SFSFA), effective July 1, 2020 – June 30, 2021.

**BACKGROUND**

At the August 13, 2020 City Council Meeting, the Fiscal Year (FY) 2020-21 labor agreements between the City of Santa Fe Springs and the Santa Fe Springs City Employees' Association (SFSCEA) and the Santa Fe Springs Firemens' Association, Inc. (SFSFA) was approved.

Immediately following the approval of the agreements, representatives for the City and the two bargaining units met and exchanged contract language updates; however, due to COVID-19 there was a delay in the submission for approval of the finalized MOUs.

City Staff has finalized the MOUs with the two bargaining units and attached for approval are the SFSCEA and SFSFA comprehensive MOUs for FY 2020-21.

**FISCAL IMPACT**

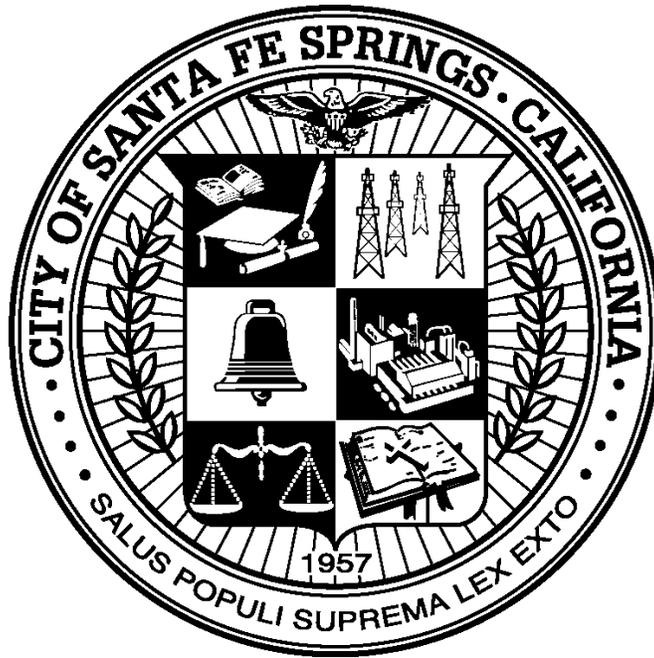
The cost associated with the 2020-21 agreements have been appropriated through the FY 2020-21 budget process.

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

Raymond R. Cruz  
City Manager

**Attachment(s):**

MOU between the City of Santa Fe Springs and SFSCEA  
MOU between the City of Santa Fe Springs and SFSFA



# MEMORANDUM OF UNDERSTANDING

between the

CITY OF SANTA FE SPRINGS

and the

SANTA FE SPRINGS EMPLOYEES ASSOCIATION

July 1, 2020 - June 30, 2021

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## **Preamble**

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

## **Article I.** **Recognition and Rights**

### **Section 1. Representation and Duration**

This MOU is between the City of Santa Fe Springs (City or Employer) and the Santa Fe Springs Employees Association (hereinafter referred to as the Association) and shall remain in full force and effect between the dates of July 1, 2020 and June 30, 2021.

### **Section 2. Recognition**

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

### **Section 3. Release Time**

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

#### **Section 4. Labor Relations Committee**

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

#### **Section 5. Association Dues Deduction**

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

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

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

#### **Section 6. Bulletin Board Space**

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

#### **Section 7. New Employee Orientation/Employee Information**

##### **New Employee Orientation**

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

the department operational needs.

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

### **Employee Information**

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

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

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

## **Article II.** **Management Rights**

### **Section 1. General Provision**

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

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

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

## **Section 2. Disciplinary Action and Employment Separations**

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

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

## **Section 3. Re-Opener**

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

## **Section 4. Waiver**

Except as provided herein, the Association hereby expressly waives any right to request any improvements or changes in salaries, benefits or other terms and conditions of employment for the employees represented by the Association which would take effect prior to July 1, 2020, and the City of Santa Fe Springs, through its representatives, shall

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

## **Article III.** **Work Period, Hours and Staffing**

### **Section 1. Work Period**

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

### **Section 2. Modified Duty**

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

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

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

## **Article IV.** **Wages and Compensation**

### **Section 1. Pay Plan**

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

**Section 2. Wages**

There shall be no salary increase for the term of this agreement August 13, 2020 – June 31, 2021.

The salary range for each classification covered by this agreement for fiscal year July 1, 2020, shall be as set forth in Appendix A.

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

**Section 3. Special Assignment Pay - Bilingual**

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

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

The City shall maintain an approved list of positions recognized by the City to receive bilingual pay. Approval of the incentive pay and the number of employees who receive this incentive pay are at the sole discretion of the City and are not subject to appeal. *(PPPM 2-2.5c)*

**Section 4. Excellence in Performance Pay**

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

## **Section 5. Longevity Pay**

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

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

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

## **Section 6. Physical Fitness Incentive Program**

Association represented employees shall not be eligible for participation in the City's Physical Fitness Incentive Program.

Instead, represented employee 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 agreement.

## **Section 7. Overtime Compensation**

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

## **Section 8. Standby Compensation**

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

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

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

### **Section 9. Call Back Compensation**

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

### **Section 10. Deferred Compensation Program**

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

Effective June 27, 2016, the City agrees to match employee contributions into their deferred compensation plan an additional 0.5% (for a maximum of 1.5%). The match will be at a rate of 2:1. To receive the City's maximum 1.5% match, the employee must contribute 0.75%. Employee contributions less than 0.75% are matched by the City at a proportional 2:1 ratio. Lump sum amounts listed in Article IV, Section 2 are not eligible for the match contribution.

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

### **Section 11. Class A Driver's License**

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

### **Section 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-Long Beach-Anaheim area.

**Article V.**  
**Retirement Benefits**

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

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

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

1. Retirement Benefit Formula - 2.7% @ age 55 Formula for Local Miscellaneous Members (Government Code Section 21354.5).
2. To be eligible for service retirement, you must be at least age 50 and have a minimum of five years of CalPERS-credited service.
3. Employee Cost Share - The employee's eight percent (8%) portion of the retirement cost is paid fully by the City as "Employer Paid Member Contribution (EPMC). The value of the EPMC is reported as special EPMC compensation (Government Code Section 20516).
4. Employee Contribution – Full-time employees contribute eight percent (8%) of their salary (cost share) on a pre-tax basis to offset the City's cost in providing enhanced retirement benefits (Government Code Section 20516(f)). If there are any changes that legally require the cost sharing to terminate, any percentage of cost sharing shall be applied towards the Employer Paid Member Contribution (EPMC).
5. Death Benefits - Pre-Retirement Death Benefits to continue after marriage of survivor (Government Code Section 21551).
6. 1959 Survivor Benefit Level 4 – provides a monthly benefit for eligible survivor(s) who are not covered by social security (Government Code Section 21574).
7. Additional Service Credit of 2 years for Local Miscellaneous Members (Government Code Section 20903).
8. Military Service Credit as Public Service (Government Code Section 21024).
9. Unused Sick Leave Credit – Unused sick leave will be converted to service credit at the rate of .004 year of service for each day of sick leave, provided there are less than 120 days between the member's separation date and retirement date (Government Code Section 20965).
10. Final Compensation - The average full-time monthly pay rate for the highest 12 consecutive month period (Government Code Section 20042). If service is coordinated with Social Security, member is subject to the \$133.33 reduction in final compensation.
11. 2% Annual Cost of Living Allowance Increase (Government Code Section 21329).
12. Death Benefit (Retired) - Upon the death of a retiree, a one-time lump sum payment of \$500 will be made to the retiree's survivor (Government Code Section 21620).
13. Prior Service Credit (Government Code Section 20055). Service credit payment

by payroll deduction is pre-tax.

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

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

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

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

The City shall provide CalPERS Members with retirement benefits in accordance with PEPRA, including:

1. Retirement Benefit Formula – 2% @ age 62 Formula for Local Miscellaneous Members (Government Code Section 7522.20).
2. To be eligible for service retirement, you must be at least age 52 and have a

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

#### **Section 4. Sick Leave Credit**

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

#### **Section 5. Part-Time Employees**

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

The City makes a 3.75% contribution based upon gross earnings towards this plan. Part-time employees may contribute the maximum allowable under IRS regulations or a minimum of 3.75% of their gross earnings. The retirement plan used by the City is a defined contribution plan which means that an employee is fully vested and may withdraw all funds, including interest earnings, upon separation. *(PPPM 2-4.1)*

**Article VI.**  
**Health and Other Insurance Benefits**

**Section 1. Health Insurance**

Full-Time Employees:

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

Effective August 13, 2020, Tier 1, Tier 2 benefits shall be eliminated and replaced with the following consolidated full-time employee health benefit:

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.

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 \$1,650 per month effective January 1, 2021.

Retiree Medical:

An employee who is vested in CalPERS and retires from the City is eligible for medical coverage through retirement. The City pays the insurance premium up to the current applicable medical cap.

Part-Time Benefited Employees:

The City contracts with the PAC FED for part-time benefited employee, spouse, registered domestic partner and dependent HMO health insurance benefits. An open enrollment period is held annually in the fall, to permit employees to change plans and add/delete dependents. Effective July 1, 2013, the part-time medical benefit that the City will pay for insurance premiums for employees and eligible dependents will be capped at the medical premium cost for employee and one dependent in the Kaiser PEBT plan. Employees who chose other alternate plans or family coverage will pay the difference in premiums via payroll deduction.

Medical Opt Out:

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

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

Full-Time employees electing to opt-out will receive the medical opt-out amount stabilized at the July 1, 2012 rates as follows:

Single party:	\$214.61
Two party:	\$429.22
Family:	\$557.98

Part-Time Benefitted Employees electing to opt-out will receive the Medical Opt Out amount, stabilized at the July 1, 2012 rates as follows:

Single party:	\$200.50
Two-party or more:	\$390.50

**Section 2. Dental Insurance**

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

Full-time Employees:

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

Part-Time Benefitted Employees:

The City offers and pays the dental insurance premiums for Delta Care dental coverage for

the employee and eligible dependents.

### **Section 3. Vision Plan**

The City has established a vision care plan for full-time employees, spouses, registered domestic partners and dependents up to the age of 26, consistent with the Affordable Care Act (ACA). There is a \$20 deductible for eye examinations and no deductible for frames, lenses, contact lenses, or vision therapy. The employee reimbursement cap is \$350 per fiscal year; the spouse, registered domestic partner and other dependents are capped at \$300 per person per fiscal year. Employees and eligible dependents may choose laser surgery in lieu of receiving an annual reimbursement for four years. Employees are eligible for \$1,400 reimbursement for laser surgery and eligible dependents are eligible for \$1,200 reimbursement. If the employee retires or resigns during the four-year reimbursement period, the employee is responsible for reimbursing the City the prorated difference for him/herself and dependents. *(95-96, 97-98, 01-02, 05-07 MOU; PPPM 2-3.6)*

### **Section 4. Life Insurance**

The City pays the premium cost for each full-time employee to receive Life and Accidental Death & Dismemberment (AD&D) insurance under a group policy. Full-time employees are eligible for coverage upon hire. Effective July 1, 2019, the City will increase the basic amount specified in the group contract from \$50,000 to \$75,000. Employee members must authorize payroll deduction for any premium costs related to policy coverage in excess of the basic amount (including dependent coverage). *(91-92 MOU; PPPM 2-3.3a)*

### **Section 5. Long Term Disability Insurance**

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

### **Section 6. Physical Examination**

Full-time and part-time employees and their spouses are eligible to participate in the annual physical examination program. Employees are invited to participate during the month of their birthday. The cost for the physical is paid for by the employee. If an employee wishes to participate, the employee must identify their choice of physical examination and method of payment. Should the employee wish to pay by payroll deduction, the employee must

deduct an amount large enough to pay the cost of the physical within one year. Examinations for full-time employees may be scheduled during regular work hours. At no time will the City review the results of the test. (*Letter from City Manager dated 2-24-83; Fee Schedule for Annual Physical; 94-95 MOU*)

## **Article VII.** **Leave Benefits**

### **Section 1. Bereavement Leave**

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

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

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

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

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

caregiver leave can be different from the 12 month period applicable to other FMLA leave.

The CFRA regulation provides that if an employee takes pregnancy disability leave which is also an FMLA leave, and then wants to take CFRA leave to bond with her child immediately after her pregnancy disability leave, the 12-month period during which she must have worked 1,250 hours is that period immediately preceding her first day of FMLA leave based on her pregnancy, not the first day of the subsequent CFRA leave for reason of the birth of her child. (*Res. #5969, IX.8; PPPM 6-4.3*)

### **Section 3. Flexible Leave**

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

### **Section 4. Holidays**

The following are observed City holidays:

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

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

## **Section 5. Bonus Day Holiday**

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

## **Section 6. Jury Duty**

Leave of absence with pay shall be granted to a maximum of fifteen (15) working days to an employee who serves on a jury. In such cases, the employee shall be paid their regular salary, or their normal hours scheduled to work. Employees on call for jury duty are expected to report for work. Jury and witness fees the employee may receive from court service shall be remitted to the City. Mileage reimbursement will be kept by the employee *(Res. #5969, IX, 13; 92-93; 01-02 MOU; PPPM 6-10)*. On a case-by-case basis, the City Manager may extend said leave of absence with pay for jury duty. *(11-12 MOU)*

## **Section 7. Leaves of Absence**

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

## **Section 8. California Kin Care Leave**

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

## **Section 9. Military Leave**

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

## Section 10. Sick Leave

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

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

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

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

## Section 11. Vacation

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

<u>Years of Service</u>	<u>Days per Year</u>	<u>Hours per Year</u>	<u>Hours per Month</u>
0-1	10.00	80	6.64
1-2	11.25	90	7.52
2-3	12.50	100	8.32
3-4	13.75	110	9.20
4-5	15.00	120	10.00
5-6	15.50	124	10.32
6-7	16.00	128	10.64
7-8	16.50	132	11.04
8-9	17.00	136	11.36
9-10	17.50	140	11.68
10-11	18.00	144	12.00
11-12	18.50	148	12.32

12-13	19.00	152	12.64
13-14	19.50	156	12.96
14-15+	20.00	160	13.28
20+	21.00	168	14.00

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

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

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

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

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

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

#### Vacation Maximum Accrual

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

#### Reserve Vacation Bank

The Reserve Vacation Bank contains the balance of vacation leave hours accrued through August 31, 2011.

When vacation hours are used, they will be first deducted from the Vacation Bank (accruals after September 1, 2011), and then from the Reserve Vacation Bank (accruals prior to September 1, 2011).

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.

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.

#### Vacation & Reserve Vacation Bank Cash-Out

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.

#### **Section 12. Critical Family Leave**

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

#### **Section 13. Voluntary Vacation and Flexible Leave Time Donation**

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

The value of the donated leave will be paid to the recipient employee at the recipient's normal rate of compensation. The amounts paid to the recipient employee under the conditions of this policy are treated as regular income of the recipient under Internal Revenue Code Section 61. Employee(s) who donate leave do not incur any income or any

deductible expense or loss upon the donation of this leave. Any leave accrued by the recipient employee during a pay period will first be applied, supplemented by voluntary leave donations in order for the recipient to receive a regular paycheck. Under no circumstances will the recipient employee be paid for more than their regular number of hours in a pay period.

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

#### **Section 14. Family School Leave**

In accordance with the California Labor Code, a full-time employee may take up to 40 hours per calendar year, not exceeding 8 hours in any calendar month, to participate in their children's school or licensed day care facility activities. The employee shall utilize vacation leave, flexible leave or time off without pay for this purpose. The employee shall give reasonable notice of the planned absence. The City may require the employee to provide documentation from the school or licensed day care facility as proof that they actually participated in the activities on the specified day at a particular time. (Res. 5969, IX.10; PPPM 6-2.6)

### **Article VIII.** **Additional Benefits**

#### **Section 1. Tuition Reimbursement**

All full-time employees are eligible for tuition reimbursement. Each employee is allowed up to \$350 during each fiscal year. The maximum reimbursement for employees engaged in a degree program is \$2,000 per year including books. The employee must complete the course(s) listed on the tuition reimbursement agreement with a grade of "C" or better. The employee must return all text materials which have been paid for by the City and the employee must remain employed with the City after completion of the course for a period of one year or refund to the City the full amount reimbursed for the course(s).

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

#### **Section 2. Uniforms**

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

- Lifeguard Personnel – two shirts, one pair of shorts, one swimming suit for

instruction, one swimming suit for lifeguarding. Parkas are available on location for use, but are not required.

- Public Safety Officers – Two short sleeve shirts, one class “A” shirt, two pairs of pants, one class “A” pair of pants, one jacket, one pair of boots, one rain coat, one utility belt with accessories, one Sam Brown belt and one tie.
- Public Works Maintenance, Inspectors, and Storekeeper – six shirts, six pairs of pants or shorts, if desired, one jacket, one pair of boots and one hat. Safety belts for maintenance personnel only.
- Recreation Leaders – Two shirts upon hire, one additional shirt mid-summer and one jacket. Employees may purchase additional uniforms.
- Teachers – Three shirts.
- Bus Drivers – Five shirts, five pairs of pants or shorts and one jacket.
- Heritage Park Rangers – Two dress shirts, two polo shirts, two pairs of pants, one jacket, one pair of boots and one belt.

Uniforms issued by the City are considered as compensation and the value of such is reported to the Public Employees’ Retirement System annually as special compensation. Those items issued as safety equipment, even if worn as part of regular duty, are exempt from being reported as compensation. These items include steel toe safety shoes/boots, high visibility orange shirts, hard hats and high visibility orange work jackets. (*PPPM 2-9.1 and 2-9.2*)

### **Section 3. Employee Personal Computer Purchase Plan**

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

### **Section 4. Section 125 Program**

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

### **Section 5. Employee Assistance Program**

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

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

**Section 1. Original and Promotional Appointments**

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

**Section 2. Appointment – Probationary Status**

Full-Time employees are on probation for six months from the date of hire and Part-Time benefited employees are on probation for one year from date of hire. During the probationary period, employee performance evaluations are required. A probationary employee may be terminated without appeal during the probationary period. The appointment is made to regular status at the end of the probationary period upon the recommendation of the Department Head and the approval of the City Manager. In the event the probationary employee's performance does not qualify for regular status, the City Manager may grant a one-time extension of the probationary period up to the length of the original probationary period. (*Res. #5969, VII.1 and .2; PPPM 5-9.1*)

**Section 3. Temporary Appointments**

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

**Section 4. Veteran's Preference**

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

**Section 5. Eligibility Lists – Certification**

The Human Resources Office shall certify lists of candidates who have successfully competed in examinations. The names may be placed on the list in order of their total rating

in the examination or may be grouped in a tier based on similar ratings. The list will be certified for a minimum of one year and a maximum of two years. The list may be extended at the discretion of the City Manager. A candidate's name may be removed from the eligibility list for any of the following reasons:

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

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

## **Article X.** **Employment Policies**

### **Section 1. Alcohol and Drugs**

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

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

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

### **Section 2. Computer Usage**

The City's Computer Usage policy outlines the use of the City's electronic mail (e-mail) system by all full-time and part-time employees, as well as elected officials, independent contractors, seasonal employees and any vendors with authorized use of the City computer

resources. Technology staff will change your password on a regular basis (annually). All City electronic media is to be used for City and employment purposes only and is not to be used for personal non-job related purposes. Electronic media includes all computers, computer equipment, hardware, peripherals, medium (connection lines), cameras, televisions and telecommunications equipment of any kind, whether owned, leased, rented or used by the City. It also includes all documents, records, software, and stored and deleted files relating to City business regardless of form including but not limited to hard copy, computer stored data, disks, hard drives, tapes and any other form in which data may be stored or retained.

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

### **Section 3. Harassment, Discrimination and Retaliation**

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

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

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

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

Retaliation: Any retaliation against a person for filing a discrimination or harassment charge or making a discrimination or harassment complaint or a person assisting in a discrimination or harassment investigation is prohibited. An employee found to be

retaliating against another employee, volunteer or person in the act of volunteering shall be subject to disciplinary action up to and including termination. (See Appendix for Harassment, Discrimination and Retaliation Policy revised 02-9-06) (*CC Minutes 10-28-97, AB 1856; PPPM 5-13-.5*)

#### **Section 4. Military Leave**

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

#### **Section 5. Workplace Safety/Security**

The City is committed to providing a work environment that is safe, secure and free of intimidation, threats and violence. The City maintains this commitment with a policy of “zero tolerance” to acts of violence and by training its employees to recognize and effectively respond to violent/potential violent behavior in the workplace. All acts of violence or force, either threatened or actual, are prohibited and are met with disciplinary action, up to and including termination and criminal prosecution. (See Appendix for Workplace Safety/Security Policy revised as of 02-16-06) (*PPPM 5-13.2; 7-2; 8-9.1; 8-9.2*)

#### **Section 6. Workplace Safety, Security, Inspection and Access**

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

#### **Section 7. Tuberculosis (TB) Testing**

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

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

### **Section 8. Blood-borne Pathogens and Hepatitis B Vaccinations**

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

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

These classifications are deemed to be within the group of employees that may have frequent contact with infectious materials. Employees who may have frequent contact are required to receive the Hepatitis B vaccination series. Vaccinations will be available to the employee within 10 working days of job assignment at no cost to the employee. Employees must sign a declaration form if they choose not to be vaccinated but may later opt to receive the vaccine at no cost. Should booster doses later be recommended, employees will be offered them at no cost to the employee. *(PPPM 12-4)*

### **Section 9. Additional Employment**

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

### **Section 10. Gambling**

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

### **Section 11. Gifts and Gratuities**

City employees are prohibited from receiving personal gifts, including gratuities, from citizens, persons or firms doing business with or being regulated by the City or likely to do

business with or be regulated by the City. (*Res. #5969, XI.5, PPPM 5-13-.1*) In addition, City employees will also abide by the restrictions on gifts and honoraria, set forth by the Fair Political Practices Commission.

### **Section 12. Use of City Vehicles**

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

### **Section 13. No Smoking in City Vehicles**

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

### **Section 14. Driver's License**

Designated employees required to drive City vehicles in the line of duty will be enrolled in an Employer Pull Notice Program. Enrollment in the Pull Program will enable the City to learn of any citations or changes in the employee's driver's license which may impact their ability to drive as part of their work duties. Driver's License will be checked once a year for all other employees by the Human Resources Office. If a position requires a Class "A" or "B" driver's license, the employee is responsible for obtaining the license. If an employee in another classification is requested by the City to obtain a Class "A" or "B" license, the City will reimburse the employee for the cost of the license. Employees driving City vehicles without a valid California Driver's License are subject to serious disciplinary action. If an employee's driver's license status changes in any way, the employee must immediately advise their supervisor and the Human Resources Office. (*PPPM 8-6.3a*)

### **Section 15. Use of Personal Vehicles**

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

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

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

City employees are prohibited from working on personal vehicles on City premises and

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

### **Section 16. Bids for City Jobs**

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

### **Section 17. Political Activities of Employees**

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

## **Article XI.** **Layoff and Reductions in Force**

### **Section 1. Layoff and Reductions in Force**

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

### **Section 2. Seniority and Bumping Rights**

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

“Bumping” into a lower related classification shall occur on the basis of total seniority attained within a series of vertically related classifications. Vertically related classifications carry cumulative seniority downward and not upward. For example, an employee who has

five years of seniority as an Administrative Clerk II and five years seniority as an Administrative Clerk I (10 years total) is in a senior position to an Administrative Clerk I who has nine years of seniority in that classification. An Administrative Clerk I with 11 years of seniority in that classification is in a senior position to the Administrative Clerk II cited in the example above. Length of qualifying service, not rank, is the determining factor when calculating seniority.

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

### **Section 3. Layoffs – Call-backs**

The names of regular and probationary employees laid off shall be placed on a reemployment list for the class of positions involved in the layoff. Persons on the list shall retain eligibility for reappointment for a period of three years from the date the name was first placed on the list. Recall shall be by inverse order, i.e., the most recent person laid off shall be first rehired. Persons reinstated shall return to the same position and step previously held. Persons who are on a reemployment list and have committed an offense while on layoff which would have been cause for termination, will not be reinstated. Any person who is refused reinstatement because of the commission of such an offense may appeal such action to the City Manager and to the Personnel Advisory Board. (PPPM 5-12.3)

### **Section 4. Lay-off Procedures**

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

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

### **Section 1. Appeal Process**

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

### **Section 2. Grievance Procedure**

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

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

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

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

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

### **Article XIII.** **Other Legal Clauses**

#### **Section 1. Non-discrimination**

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

provision or provisions of this MOU or to be in compliance with federal or state anti-discrimination laws.

## **Section 2. Severability**

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

## **Section 3. Strikes, Work Stoppages and Slowdowns**

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

## **Section 4. Applicability of Memorandum of Understanding**

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

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

## **Section 5. Parity**

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

**Section 6. Ratification and Execution**

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

**City of Santa Fe Springs**

**Santa Fe Springs Employees Association**

\_\_\_\_\_  
John Mora, Mayor

\_\_\_\_\_  
William Dill, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# APPENDIX A: JOB TITLES & SALARY SCHEDULE

PAYROLL SYSTEM  
TIME 10:21 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
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	ST & GRNDS MTC SUPT	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	
13680 MISC	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	CIVIL ENGR ASST 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	
14410 MISC	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	COMPUTER SPECLST III	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	
14754 MISC	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	CODE ENFORCMT INSP I	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	
14920 MISC	ELECTRICIAN	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	
14975 MISC	P/W INSPECTOR I	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	
14980 MISC	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	LIBRARIAN III	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	
15005 MISC	FLEET SEC SUPERVISOR	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	
15020 MISC	WATER UTILITY SEC 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	
15021 MISC	ST & GRNDS MTC 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	
15023 MISC	FACILITY SEC 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	
15030 MISC	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	

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 SPICALST	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					

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  
TIME 10:21 AM

CITY OF SANTA FE SPRINGS  
SALARY TABLES BY CLASS  
EFFECTIVE DATE: 08/13/2020

PAGE 5  
DATE 08-06-2020

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	

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

**PURPOSE**

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

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

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

**POLICY**

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

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

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

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

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

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

### **REHABILITATION**

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

### **GROUND FOR DRUG TESTING**

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

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

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

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

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

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

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

### **ALCOHOL AND DRUG ANALYSIS**

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

### **DRUG RESULTS**

#### **1. Pre-Employment Physical**

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

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

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

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

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

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

### **ACTIONS AFTER TESTING**

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

### **CONFIDENTIALITY**

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

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

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

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

**POLICY:**

Definition of Electronic Mail (e-mail):

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

Records Management:

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

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

Privacy:

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

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

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

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

Access Limitations:

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

Prohibited Use of Electronic Mail:

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

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

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

Receipt of Inappropriate Electronic-Mail:

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

Email Guidelines:

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

Employees are to:

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

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

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

**POLICY:**

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

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

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

**POLICY COVERAGE:**

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

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

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

**DEFINITIONS**

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

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

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

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

## **COMPLAINT PROCEDURE**

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

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

### **INVESTIGATION**

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

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

### **CONFIDENTIALITY**

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

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

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

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

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

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

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

The safety and health program will include:

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

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

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

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

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

**POLICY:**

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

**WAGES AND BENEFITS:**

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

## **RE-EMPLOYMENT:**

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

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

**APPENDIX G**

**PURPOSE**

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

**POLICY**

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

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

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

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

I. **SYMPTOMS OF POTENTIAL VIOLENT BEHAVIOR:**

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

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

## II. DEFINITIONS:

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

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

### III. LEVELS OF VIOLENCE:

#### A. Level I

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

#### B. Level II

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

#### C. Level III

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

#### IV. RESPONSIBILITIES:

##### A. Levels I and II

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

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

- c. Get copies of restraining orders if the individual appears at City facility and allow employees to be informed of the provisions of the restraining order such as distance limitations.
- d. If an individual, who has allegedly made a threat, unexpectedly arrives at the workplace, the employee making the observation shall notify their supervisor who will then advise the Department Head and call for law enforcement assistance, if needed.

3. Investigations - all reported acts of threats of violence will be investigated by the Whittier Police Department, Police Services Department, with the assistance of the Human Resources Office.

- a. Prior to beginning any investigation, the investigating officers must become aware of the employee's rights in such circumstances. This shall be done prior to the interviewing of any witnesses or accused employee.
- b. Through regular fact-finding procedures, document what was said and what was heard when the alleged threat was made:
  - (1) Who committed the act of violence and the names of any victims or witnesses?
  - (2) What was said or done (be as accurate as possible)?
  - (3) When did the incident occur?
  - (4) Where did the incident take place?
  - (5) Why was the act committed?
- c. Collect written statements from everyone involved. Take pictures of personal injuries and/or property damaged.
- d. The Human Resources Office shall maintain files and records relating to workplace violence.

## B. Level III

1. Supervisors and managers:

- a. Call 911 and request assistance
- b. Assist the responding agencies as directed by containing the area and providing necessary information
- c. Notify the Department Head and the Human Resources Office of the incident and action taken
- d. Document all pertinent information and assist the Human Resources Office and Threat Management Team with the administrative investigation

2. Human Resources Office:

- a. Dispatch a representative to the incident location to work with the responding law enforcement, fire agencies and Police Services' Crisis Incident Team.
- b. Activate the Threat Management Team and the Police Services Department's Crisis Incident Team.
- c. Work with responding agencies/departments to obtain all necessary facts and evaluate the situation for the best course of action, e.g., the closure of City facilities or services for a period of time, sending employees home, and/or immediate disciplinary action.
- d. Assist traumatized or affected employees as needed by coordinating immediate non-emergency transportation, trauma assistance, contacting Police

Services' Crisis Incident Team, family members or next-of-kin, if needed.

- e. Ensure that appropriate safety procedures are followed for risk management purposes.
- f. Keep appropriate management personnel and City Attorney, if necessary, apprised of the situation at hand.
- g. At the end of the incident, coordinate the administrative investigation with the appropriate departments, Threat Management Team, and support personnel.
- h. Assess the need for and coordinate follow-up crisis counseling and employee assistance with the Threat Management Team and Police Services' Crisis Incident Team.

3. Department of Police Services:

- a. Take action to mitigate any immediate danger
- b. Assess the need for police intervention in a non-emergency situation
- c. When applicable, complete a police report
- d. Advise the victim of the option to obtain a civil restraining order against the identified suspect(s)
- e. Facilitate appropriate searches for dangerous weapons on City property or pursuant to a criminal or administrative investigation
- f. Advise all parties that the criminal investigative interviews take precedence over administrative interviews of the involved parties
- g. Provide or obtain professional counseling for victim(s)
- h. Advise and dispatch Crisis Incident Team

4. Fire Department:

- a. Provide immediate medical treatment, if needed
- b. Coordinate additional fire/medical responses. \*All direction of fire/police/ medical will be through their respective chains of command. Firefighters and emergency personnel shall not enter an unsecured location to address first aid and other property/life threatening conditions until they are advised that it is safe to enter by the police.
- c. Maintain an update of the status of the incident

5. City Attorney

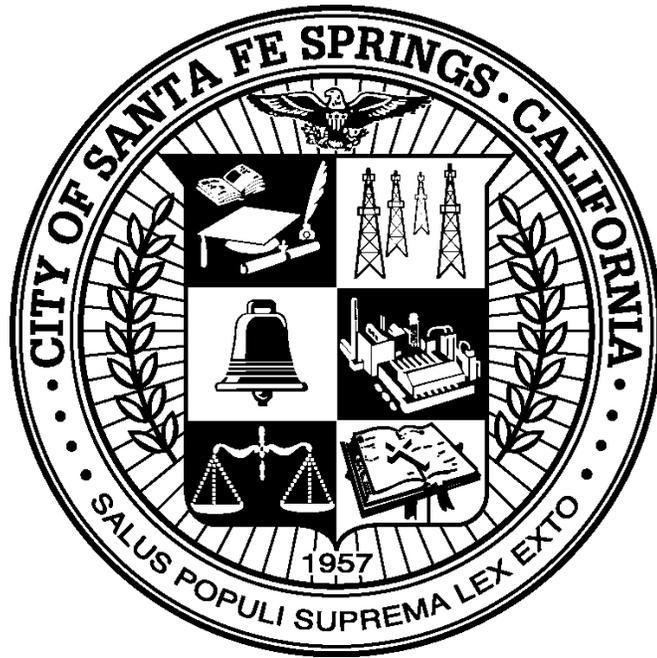
- a. Upon notification of the incident, assess the need for legal assistance
- b. Make contact with City Manager and Human Resources Office
- c. Assist with administrative investigation by reviewing facts and evidence, and directing staff on course of action
- d. Advise staff on legal issues to protect the City from potential claims and litigation, e.g., personnel, safety, medical and political issues

6. Threat Management Team:

As necessitate by the seriousness of the incident, the Human Resources Office may assemble the Threat Management Team to establish protocol in the event of a threat or violent incident that includes, but is not limited to:

- a. Evaluating potential violence programs

- b. Assessing an employee's fitness for duty through a mental health professional and Director of Intervention Services
- c. Selecting intervention techniques to include defusing and debriefing
- d. Establishing a plan for the protection of co-workers and other potential targets
- e. Coordinating with affected parties such as victims, witnesses, employees' families, media, or law enforcement personnel
- f. Referring victims to appropriate assistance and community service programs
- g. Assuring that immediate and ongoing counseling is available to traumatized individual(s) and their families.



# **MEMORANDUM OF UNDERSTANDING**

between the

**CITY OF SANTA FE SPRINGS**

and the

**SANTA FE SPRINGS FIREMEN'S ASSOCIATION, Inc.**  
**AFL-CIO Local 3507**

**July 1, 2020– June 30, 2021**

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## **Preamble**

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

## **Article I.** **Recognition and Rights**

### **Section 1. Representation and Duration**

This MOU is between the City of Santa Fe Springs (City or Employer) and the Santa Fe Springs Firemen's Association, Inc. affiliated with the International Association of Firefighters and recognized therewith as Santa Fe Springs Firefighters Union Local 3507 (hereinafter referred to as the Association) representing Fire Safety Unit, Environmental and Chief Officers Unit/Fire Management (Fire Chief & Battalion Chiefs)

The term of this MOU agreement shall be effective July 1, 2020 through June 30, 2021, and for the duration of any agreed upon extension.

### **Section 2. Recognition**

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

### **Section 3. Release Time**

During periods of formal labor negotiations between the Association and City, Association negotiation team members who are on-duty shall be taken out of a response mode to the extent possible. Association Board members will be granted reasonable time-off without loss of pay but for not more than two consecutive 24-hour shifts at any one time, and limited to not more than five Board members at any one time, to attend but not exclusively limited to legislative and employer-employee relations conferences. Approval by the Fire Chief and City Manager for release time requests of this nature beyond two meetings per year is needed. The Association will use its best-faith efforts to keep the frequency and number of members attending to a reasonable level. The Association will always work with department management to ensure that the release time requested is properly scheduled to avoid undue hardship to the operations of the department. All expenses associated with such release time will be borne by the Association unless otherwise permitted by the City. (PPPM 6-1.3, 05-06 MOU)

#### Section 4. Labor Relations Committee

A Labor Relations Committee composed of two City representatives, two Association representatives and the Fire Chief or their designee may meet at a mutually agreed upon frequency to discuss workplace issues regarding wages, hours and working conditions, or special projects related to those areas. When beneficial, the committee may consult with outside individuals with specific knowledge on the topic of discussion. (PPPM 7-9.)

#### Section 5. Bulletin Board Space

The Association will be permitted to maintain at each station and in an area accessible for all represented employees adequate bulletin board space suitable for the display of Association business.

#### Section 6. Employee Orientation/Employee Information

Pursuant to Government Code §3358 and in compliance therewith, the City will notify the Association's President in writing or via email regarding all new hires at least ten (10) days prior to the employee's orientation unless there is an urgent need that was not reasonably foreseeable. Within the earlier of thirty (30) days after the date of hire or by the first pay period of the month following the hire of each newly hired employee, the City will provide the Association President with the new employee's name, job title, department, work location, work email, and work phone numbers. No other information from the City is being requested by the Association even though the Association may be entitled to such additional information under law. The Association reserves the right to request more frequent represented employee information as required.

The new hire will receive a copy of the MOU with his/her new employee orientation packet. The Association shall be permitted one (1) hour for each orientation session to privately talk to new bargaining unit members to explain the rights and benefits under the MOU.

The City will provide the Association President a quarterly list of all employees in the represented bargaining unit, including the employee's name, job title, department, work location, work email, and work phone number.

#### Section 7. Association Dues Deduction

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

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

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

## **Article II.** **Management Rights**

### Section 1. General Provision

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

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

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

### Section 2. Disciplinary Action and Employment Separations

An employee may be suspended, demoted, or dismissed whenever the employee's work or conduct so warrants. Any such action shall be in accordance with the procedures as set forth in the Personnel Resolution. Whenever employee performance falls below the required level or when an employee's conduct falls under one of the causes for action listed in the Personnel Resolution, the supervisor

shall inform the employee promptly and specifically of such lapses. If appropriate and justified, following a discussion of the matter, a reasonable time for improvement or correction may be allowed before any further disciplinary action is initiated. In situations where oral warning has not resulted in the correction of the condition or where more severe initial action is warranted, a written reprimand shall be sent to the employee and a copy placed in the employee's personnel file. When other forms of disciplinary action have proved ineffective, or where the seriousness of the offense or condition warrants, the Fire Chief may reduce pay, transfer, demote or dismiss the employee for any cause listed in the Personnel Resolution No. 5969. (*Res. #5969, XI.1; PPPM 5-13.1, PPPM 11-3.1*)

Suspensions - In those cases where one or more written reprimands have not proven to be effective, or in those cases where the seriousness of the events or conditions warrant it, an employee not on a 24 hour shift schedule may be suspended without pay by the Fire Chief for each offense for any cause listed in the Personnel Resolution. A safety employee on a 24 hour shift schedule may be suspended without pay by the Fire Chief for each offense for any cause listed in the Personnel Resolution. (*Res. #5969, XI.1; PPPM 5-13.1, PPPM 11-3.1*)

### Section 3. Re-Opener

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

### Section 4. Waiver

Except as provided herein, the Association hereby expressly waives any right to request any improvements or changes in salaries, benefits or other terms and conditions of employment for the employees represented by the Association which would take effect prior to July 1, 2020, and the City of Santa Fe Springs, through its representatives, shall not be required to meet and confer as to any such request.

## **Article III.** **Work Period, Hours and Staffing**

### Section 1. Work Period - 24 Hour Shift Schedule

The work period for Firefighters, Engineers and Captains on a 24 hour shift schedule shall be 24 consecutive 24 hour days commencing at 7:31 a.m. on the first day and ending at 7:30 a.m. on the 24th day. Safety employees not on a 24 hour shift schedule will work a seven day work cycle, commencing on Monday at 12:01 a.m. and ending the following Sunday at midnight. (*Res. # 5969, IX.1; 87-88, 88-89, 92-93, 01-02 MOU; PPPM 6-1.1*)

### Section 2. Work Period - Not on 24 Hour Shift Schedule

The traditional work period is a seven day work cycle beginning on Monday at 12:01 a.m. and ending

on the following Sunday at midnight. Upon the authorization of the Fire Chief, employees may work a traditional 5/40, 4/10 or 9/80 work period. For employees working the alternative work schedule known as the 9/80, each such employee's work week shall begin and end four hours into the eight hour work day which the employee works in alternating weeks. Regularly scheduled hours within the 7 day work period shall be comprised of 40 hours. (*Res. # 5969, IX.1 and IX.2; 87-88, 88-89, 92-93, 04-05 MOU; PPPM 6-1.1*)

### Section 3. Work Schedule – Suppression Employees

The work schedule for fire suppression employees will be a 48/96 work schedule whereby each employee will work two consecutive 24 hour shifts, or 48 straight hours, followed by four consecutive 24 hour days, or 96 hours, off from work. No employee shall work more than 120 consecutive hours without consent from the Fire Chief. Strike team deployment is exempt from this provision. Any employee who works 120 consecutive hours shall be required to take off at least 24 consecutive hours before being allowed to return to work. The Fire Chief and/or Battalion Chief reserves the prerogative to determine, at their discretion, whether an employee has become so fatigued or otherwise unable to perform the functions of their job. If it is determined that an employee has become so fatigued or unable to perform their duties, the Chief shall have the prerogative to relieve the employee from further duty and send them home on unpaid status. The employee may use accrued and unused vacation or flexible leave to cover the remaining portion of the scheduled shift if qualified relief is available to work.

### Section 4. Suppression Staffing

The minimum level of staffing will be 15 fire personnel per shift. This will consist of one Battalion Chief, four Captains, four Engineers, two Firefighter/Paramedics and four Firefighters per shift.

### Section 5. Station and Shift Transfer and Bid System

The following Station and Shift Transfer and Bid System will remain in effect during the term of this MOU. If problems occur during the term of the MOU, the City and the Association will meet to look at alternative approaches to resolve those problems. If the problems cannot be worked out to the satisfaction of both parties, the City will revert back to its previously effective Transfer and Rotation programs at the discretion of the Fire Chief.

Transfers may be initiated in two ways:

- Employee Requested
- Department Initiated

#### Employee Requested Transfers

##### A. Open Position Transfer:

- When a station and shift assignment has been vacated by annual bids, promotion, termination, retirement or severance of employment, it may be filled through the open position transfer process.

- Notice of vacancies shall be posted on Fire Department bulletin boards and department e-mail.
- Any employee desiring to fill a vacant position must submit a written request to the Administrative Battalion Chief within seven (7) calendar days of posting of the vacancy.
- If more than one employee requests to be transferred to an open position, consecutive seniority in current rank shall be the determining factor.
- The transfer request will be approved or denied, in writing, within fourteen (14) calendar days of posting of the vacancy.
- An employee desiring a transfer to a vacant position that has been vacated for an extended period of time will submit their request to the Administrative Battalion Chief and follow the above procedures in filling the vacancy.
- If a position becomes available for an unknown extended period of time, an employee may temporarily request to transfer to the open position. When the employee creating the vacancy returns to his original assignment, the employee that moved to the temporary vacancy will return to any open available position. This employee will not have the option of returning to his original assignment prior to the temporary transfer if it has already been filled by another employee.
- The Fire Chief shall have the prerogative to either grant or deny a request for transfer.

B. Mutual Agreement Transfers:

- Employees of equal rank may request to switch or exchange their current assignments between themselves.
- Requests for transfers shall be submitted, in writing, through chain of command to the Administrative Battalion Chief.
- The Fire Chief shall have the prerogative to either grant or deny the request. The request, approved or denied, shall be returned to the employee within fourteen (14) calendar days of receipt of the request.

C. Annual Station and Shift Transfer and Bids:

The bidding process of the Station and Shift Transfer and Bid System will take place annually. Bidding will commence the Monday following the Thanksgiving holiday. Station and shift selection shall be open for bid according to the following:

- All classifications shall have the option of bidding for transfer to be effective in January of each year. The Captains will bid first followed by Engineers and then Firefighters. The most senior member of that rank will have first bid.
- The Fire Chief shall have the prerogative to approve or deny such requests. The approval or denial of a request for transfer shall not be subject to the grievance or appeal process.
- Upon the conclusion of the annual selection process, the senior Firefighter/Paramedic for each shift may select a remaining open position for the shift's third Firefighter/Paramedic to rotate to when not assigned to Station Four. Truck 811 is not an open selection for the Firefighter/Paramedic position.

Department-Initiated Transfers: The Department reserves the right to initiate transfer of personnel

to meet the needs of the organization, taking into consideration concerns of employees. The decision to transfer, or the denial of a request to transfer, pursuant to all types of transfers mentioned herein shall not be subject to the grievance procedure or appeal process.

#### Section 6. Modified Duty

If the industrial medical provider recommends modified duty on the same date an injury occurs, and with approval from the Fire Chief, the employee will report to Headquarters and work the remainder of the day, until 5:00 p.m., in a modified duty capacity. If the following day is the employee's regularly scheduled shift, the employee will report to Headquarters and work 8:00 a.m. – 5:00 p.m. in a modified duty capacity. If the industrial medical provider continues to recommend modified duty that would include the employee's next work segment, the employee will be required to report to Headquarters and work the modified duty schedule, beginning with the employee's normally scheduled next shift and continuing on a Monday through Friday, 8:00 a.m. to 5:00 p.m. A request to work a 4/10 work schedule or another schedule (including a 24 hour shift) to be approved by the Fire Chief at their sole discretion until the industrial medical provider returns the employee to regular duty. Safety employees shall not be assigned to another department unless both City and employee concur. For non-shift light duty assignments, seven days written notice of duties and restrictions shall be provided the employee. (*PPPM 5-10.1 and 5-10.2*)

The same process shall be used to schedule modified duty for employees whose medical status change, according to the industrial medical provider, regardless of the date of the injury. If the industrial medical provider recommends a change in status, such as from "unable to return to duty" to "able to return to modified duty," and, after approval from the Fire Chief and confirmation that modified duty is available, the employee will report to headquarters on his/her regularly scheduled shift, and work 8:00 a.m. to 5:00 p.m. If, the following day will be the employee's regularly scheduled shift, the employee will report to headquarters and work 8:00 a.m. to 5:00 p.m. in a modified duty capacity. If the industrial medical provider continues to recommend modified duty that would include the employee's next work segment, the employee is required to report to headquarters and work the modified duty schedule, beginning with the employee's normally scheduled next shift and continuing on a Monday thru Friday, 8:00 a.m. to 5:00 p.m. schedule, a 4/10 work schedule or another schedule (including a 24 hour shift) to be determined by the Fire Chief at his sole discretion until the industrial medical provider returns the employee to regular duty.

### **Article IV.** **Wages and Compensation**

#### Section 1. Pay Plan

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

## Section 2. Wages

### Cost of Living Adjustments (COLA)

The City and the Firemen's Association agree that each classification represented by this Agreement shall receive no COLA for the term of this MOU.

The City has eliminated the Physical Fitness Incentive Program, and added the 5.5% incentive pay to the base salary schedule amounts reflected in the Salary Range set forth in Appendix A.

The salary range for each classification covered by this agreement for fiscal year July 1, 2020-21, shall be set forth in Appendix A.

Upon certification by the Fire Chief that the employee's performance has been satisfactory or above, an employee receiving less than the maximum rate of base pay within the assigned range for the above classifications may be given a merit salary adjustment upon approval by the City Manager. A full time employee is eligible for this adjustment upon completion of 6 months services each in Steps A and in Step B and 1 year service each in Steps C and D.

Upon recommendation of the Fire Chief, the City Manager may appoint probationary Firefighters above Step A if they exceed minimum qualification requirements (education and experience) at time of appointment.

Fair Labor Standard Act (FLSA) special compensation included in base pay will be used in calculating other special compensation items.

## Section 3. Paramedic Pay Rate

The City may establish classifications with corresponding salary ranges for the following positions: Firefighter/Paramedic Trainee, Firefighter/Paramedic I and Firefighter/Paramedic II. These classifications shall be considered equivalent to the Firefighter classification in terms of rank, authority and privileges in the chain of command.

The City shall promote a safety employee who enters paramedic training as a Firefighter/Paramedic Trainee, effective the first day of school. The City shall promote a Firefighter/Paramedic Trainee to Firefighter/Paramedic I after one year of service as a certified Firefighter/Paramedic. The City shall promote a Firefighter/Paramedic I to Firefighter/Paramedic II upon recertification and completion of one year of service as a Firefighter/Paramedic I. Any Firefighter/Paramedic who does not maintain their certification will not be allowed to serve as a Firefighter/Paramedic and will be reverted back to the Firefighter classification until such time as the employee is recertified as a Paramedic.

Firefighter/Paramedics in any of the above three classifications, who are promoted to Fire Captain or Fire Engineer and maintain their Paramedic Certifications shall receive a monthly stipend of \$250. Those who receive the stipend will be expected to use their paramedic skills whenever necessary but most regularly when assigned to the Paramedic Assessment Unit. Failure to maintain the paramedic certification will result in the termination of the stipend. (Side Letter #3 MOU 2007-10)

Firefighter who has acquired a valid Paramedic license at his own time and expense, may be appointed as a Firefighter Paramedic Trainee at the sole discretion of the City.

Upon recommendation of the Fire Chief and approval of the City Manager, a Firefighter/Paramedic Trainee may be assigned as a Firefighter/Paramedic I after one year as a Firefighter/Paramedic Trainee with the City. A Firefighter/Paramedic I may be assigned as a Firefighter/Paramedic II after one year experience as a Firefighter/Paramedic I with the City.

Fire suppression employees not regularly assigned to Paramedic duties who maintain their Paramedic license and local accreditation may receive a monthly stipend of \$250, upon recommendation of the Fire Chief and approval of the City Manager. (Side Letter #1 MOU 2012-14 MOU)

#### Section 4. Educational Pay

##### Fire Safety Unit & Chief Officer's Unit (Non-Environmental)

Employees will be eligible for all educational pay at time of hire with the Fire Chief's recommendation. All classes required for the California State Fire Marshal's Chief Fire Officer Curriculum must be submitted to the Fire Chief for approval.

- A. Bachelor's Degree/Chief Fire Officer/Environmental Certificate Incentive: Employees who have received a Bachelor's Degree/Chief Fire Officer/Environmental Certificate from an accredited university, shall receive the following incentive:
  - 1. Bachelor's Degree, Chief Fire Officer or Environmental Certificate, shall receive 3.01%.
  - 2. Bachelor's Degree or Chief Fire Officer and Environmental Certificate, shall receive 3.10%

##### Chief Officer's Unit

Employees will be eligible for Master's educational pay at time of hire with the Fire Chief's recommendation.

- B. Master's Degree Incentive: Employees in the Fire Management Unit who have a Master's Degree from an accredited university, shall receive a 5% incentive. This incentive is a stand-alone benefit and replaces the Bachelor Degree incentive.

#### Section 5. Educational Pay – Urban Search and Rescue (US&R) Stipend

The City shall pay \$300 per month to safety employees who complete the four required core US&R courses which are Rescue Systems I and II, Confined Space Rescue and Trench Rescue. (95-96, 05-06 MOU, PPPM 2-2.4h)

Section 6. Special Assignment Pay – Hazardous Materials Specialist Stipend

An employee qualified and certified as a Hazardous Materials Specialist will be eligible for a \$250/month stipend. When the State of California sets standards required to maintain the Hazardous Materials Specialist certification, the employee will need to meet the recertification standards to continue to be eligible for the stipend. (94-95, 95-96, 97-98, 05-06 MOU, PPPM 2-2.5a)

Effective 07/01/07, the City moved the Hazardous Materials Specialist Stipend of \$250 per month as part of base salary. The Hazardous Materials Specialist Certificate requirement will be a condition of continued employment for all represented positions within 24 months of employment. The extension of the 24 month period will be at the sole discretion of the Fire Chief. (MOU 2007-10)

Section 7. Special Assignment Pay - Bilingual

Bilingual pay may be paid to Firefighter, Firefighter/Paramedic, Engineer and Captain. To receive compensation, employees must be tested. Compensation is granted at the level designated:

	<u>Test</u>
Level 1 - ability to speak and understand basic Spanish, \$100/month	Oral test every 2 years
Level 2 - ability to speak and understand Spanish fluently, \$175/month	Oral test every 4 years
Level 3 - ability to speak, understand, read, write and translate Spanish fluently, \$250/month	Oral and written test every 4 years

The City shall designate one position in Fire Prevention and one position in Environmental Protection to be on the approved list of positions recognized by the City to receive bilingual pay. Each of these two positions will be eligible for bilingual pay up to Level 2 upon Department Head recommendation and successful completion of the bilingual testing process. (PPPM 2-2.5c, MOU 04-05)

Section 8. Special Assignment Pay – Self Contained Breathing Apparatus (SCBA) Testing and Maintenance

The City shall pay \$200 per month to one safety employee with an SCBA Coordinator Certificate and \$100 per month to one safety employee with an SCBA Technician Certificate. The Fire Chief shall designate the two employees who will receive this compensation. (CC Minutes 3-28-96, PPPM 2-2.5h)

Section 9. Special Assignment Pay - Administrative Captain

The City shall pay \$100 per month to three (3) Captains assigned by the Fire Chief to an administrative detail. The detail is limited to three individuals currently holding the rank of Captain and who are presently or have previously been on a Battalion Chief promotional eligibility list. This requirement may be waived at the Fire Chief's discretion. Payment will be made only during the Captain's tenure as an Administrative Captain. In order to maximize the training potential provided in this assignment, the Fire Chief may rotate or reassign Captains at the Chief's sole discretion. At no time will more than three Captains serve in this capacity simultaneously. (DRP memo 3-29-96,

PPPM 2-2.5j)

Section 10. Special Assignment Pay - Emergency Medical Services Coordinator

The Fire Chief may assign one Emergency Medical Services (EMS) Coordinator who will receive an EMS Coordinator stipend of \$200 per month. (04-05 MOU)

Section 11. Special Assignment Pay - Underground Storage Tank UST Inspections

The City shall pay \$250 stipend per month to three (3) fire safety employees assigned to the Environmental Protection Division who obtain, maintain and utilize UST Inspection certification in the scope of their employment.

Section 12. Special Assignment Pay – Fire Investigator

The City shall pay \$250 per month to three (3) fire safety unit employees assigned by the Fire Chief as a Fire Investigator. Training and education requirements shall be established by the Fire Chief, subject to City Manager approval, to ensure that those receiving the stipend either meet the current California State Fire Marshal Requirements for Fire Investigator or are actively working towards meeting such requirements.

Section 13. Acting Pay – Firefighter/Paramedic

Acting pay will not apply where it would cause an individual to be paid a greater rate than if the employee were promoted to the higher classification. For example, a Firefighter/Paramedic with three 5 ½ % steps of proficiency pay would not be eligible for acting pay when acting as an Engineer as the employee's pay level would then surpass that of an Engineer. A Firefighter/Paramedic when serving in the capacity of acting Captain is eligible to receive acting pay of one full step provided the employee has completed the required number of shifts (10) worked in the higher classification and has completed the Acting Captain certification program required by the Fire Chief. (1980-81 MOU, PPPM 2-2.2b)

Section 14. Acting Pay - Time Exchanges

An employee working in an acting position will receive credit for acting pay when time exchanges occur with a qualified relief. If the time exchange is with someone not qualified, the employee will not receive acting pay, and another qualified relief person will move into the acting position. Time exchanges shall not cause additional acting pay. When a time exchange occurs out of rank with someone who is not qualified to act in that position on a voluntary basis, a qualified relief shall move into the acting position without receiving acting pay. It is understood that, in order to maintain a flexible time exchange policy, anyone who does not wish to work in an acting position without compensation because of time exchanges will notify their Battalion Chief and the Firefighter's Association. (1980-81 MOU, PPPM 2-2.2c)

Section 15. Excellence in Performance Pay

The City Manager may approve a 5 ½% incentive payment to the rate of base pay to recognize excellence in performance. Continuance of pay is reviewed annually and is measured against predetermined goals and objectives. (PPPM 2-2.3)

Section 16. Longevity Pay

Association represented employees hired into a full-time position, are entitled to the following longevity increments. Longevity calculations are based on Unit Representation and Education Incentive pay for Fire Safety Unit and Chief Officer's Unit only.

Longevity Steps	Environmental Unit; Fire Safety Unit (without Education Incentive)	Fire Safety Unit; Chief Officer's Unit with Education Incentive Pay A-1	Fire Safety Unit with Education Incentive Pay A-1 & A2; Chief Officer's Unit with Education Incentive pay A-2 and Masters
Step 1 @ 5 years	3.00%	3.09%	3.18%
Step 2 @ 8 years	6.00%	6.18%	6.37%
Step 3 @ 12 years	9.18%	9.46%	9.74%
Step 4 @ 16 years	12.36%	12.73%	13.11%
Step 5 @ 19 years	15.73%	16.20%	16.69%
Step 6 @ 22 years	19.10%	19.67%	20.26%
Step 7 @ 25 years	22.67%	23.35%	24.05%

Section 17. Temporary Pay

Temporary appointments will result in a one-step pay increase for the appointee. During the period of the appointment, the appointee will receive all other pay and benefits for which the employee would be entitled in the permanent classification. No merit step increases will be granted in the range for the temporary appointment. However, if a permanent employee receives a temporary appointment to a higher classification, e.g., permanent firefighter to temporary engineer, the employee is entitled to any step increases or supplemental benefits to which they would have been entitled in their previous classification, or to which regular appointees would otherwise be entitled. (PPPM2-2.13)

Section 18. Physical Fitness Incentive Program

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.

Section 19. Standby Compensation

An employee required to be available for emergency service between the end of their work day and the beginning of the next work day will be paid \$35.00 for each standby period. They must be available for immediate response to a telephone call or a page. Employees who are on standby and who are called back to duty shall receive standby pay and call back pay. Safety personnel must report to the incident within 1 hour. (80-81, 99-00, 05-07 MOU, PPPM 2-2.10a)

## Section 20. Overtime Compensation

When necessary to perform essential work, the Fire Chief may require safety employees to work at any time other than during their regular working hours until such work is accomplished. Payment of overtime shall be paid at a rate of one and one half (1 1/2) the rate of pay in accordance with the Fair Labor Standards Act and shall apply to the positions of Captain, Fire Engineer, Firefighter/Paramedic and Firefighter. The maximum number of hours worked per work period paid at the regular rate shall be 182 hours. Sick leave shall be deducted from all hours worked in excess of 182 before overtime is paid for those hours. An employee may, with Department Head approval, take time off in lieu of overtime pay if it is taken in the same work period the overtime is earned. For example, if an employee works 12 hours overtime in any 24 day cycle, the employee may take 12 hours off before the end of the 24 day cycle. (77-80, 80-81, 81-82, 82-83, 87-88 MOU, PPPM 2-2.9b)

The Fire Chief and Fire Battalion Chiefs are considered exempt from the overtime provisions of the Fair Labor Standards Act. Only Battalion Chiefs who perform overtime while on duty in a suppression capacity are eligible to receive overtime compensation, which will be paid at straight time. Overtime will not be paid for any time worked by a Battalion Chief in excess of his normal schedule to attend meetings, training or travel time. (PPPM 2-2.9c). The Fire Chief is not eligible for overtime.

The parties agree to reopen the MOU during the term in order to address wage and special compensation CalPERS reporting issues which should be corrected in accordance with recommendations received from CalPERS. The corrections needed concern the reporting of base pay in the approved salary schedule separately from FLSA special compensation as part of the base for calculating other percentage-based incentives.

## Section 21. Time Exchanges

In compliance with the Fair Labor Standards Act (FLSA), the trading of work time between employees shall be permitted under the following conditions:

- Traded time worked shall not be counted as additional hours worked per each 28 day work period.
- Traded time is done voluntarily by the participating safety employees.
- Traded time may be for any shift of an employee's regular work schedule.
- Traded time must be traded back within 12 months of its occurrence.
- Traded time must be approved by a superior officer as provided in the Fire Department's Rules and Regulations.
- Any additional procedures as set forth in the Fire Department's Rules and Regulations. (PPPM 6-11)

## Section 22. Call Back Compensation

Employees called back to work shall receive a minimum of 4 hours pay. If a second call back of the same employee occurs within the four hours of the first call back, additional call back pay is not

allowed. If the second call back occurs after four hours have elapsed since the first call back, it shall be treated as a new incident and the employee shall receive a minimum of four hours pay. After three hours of call back, all hours, including the first three, will be paid at time and one-half (1/2). Scheduled work, even though not during normal working hours, shall not qualify for call back pay. (PPPM 2-2.11)

### Section 23. Deferred Compensation Program

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

The City agrees to match employee contributions into their deferred compensation plan (for a maximum of 3%). The match will be at a rate of 1:1. To receive the City's maximum 3% match, the employee must contribute 3%. Employee contributions less than 3% are matched by the City at a proportional 1:1 ratio. Lump sum amounts listed in Article IV, Section 2 are not eligible for the for the match contribution. (81-82, 86-87, 88-89, 91-92, 94-95, 05-06 MOU, PPPM 2-5.1)

### Section 24. 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-Long Beach-Anaheim area. (PPPM 7-4.2)

## **Article V.** **Retirement Benefits**

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

Section 1. For Fire Safety, Environmental and Chief Officer's Unit employees hired prior to November 19, 2012 (Classic Members/Tier 1), the City shall provide the CalPERS 3% @ age 50 retirement formula.

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

1. Retirement Benefit Formula – 3% @ age 50 Formula for Local Safety Member (Government Code Section 21362.2).
2. To be eligible for service retirement, you must be at least age 50 and have a minimum of five years of CalPERS – credited service.
3. Employee Cost Share – The employee's nine percent (9%) portion of the retirement cost is paid fully by the City as "Employer Paid Member Contribution" (EPMC).

4. Employee Contribution – Full-Time employees contribute nine (9%) of their salary (cost share) on a pre-tax basis to offset the City’s cost in providing enhanced retirement benefits (Government Code Section 20516(f)). If there are any changes that legally require the cost sharing to terminate, any percentage of cost sharing shall be applied towards the Employer Paid Member Contribution (EPMC).
5. Pre-Retirement Death Benefit Option 2W - Eligible spouse or registered domestic partner will receive a monthly allowance equal to the amount the member would have received if member had retired under a service retirement on the date of member’s death and elected Option 2W. The benefit is payable to eligible spouse or domestic partner until death. Upon the death of your spouse or domestic partner the benefit will continue to your natural or adopted unmarried children under age 18 who have never been married (Government Code 21548).
6. Pre-Retirement Death Benefits to continue after marriage of survivor (Government Code Section 21551).
7. 1959 Survivor Benefit Level 4 – provides a monthly benefit for eligible survivor(s) who are not covered by social security (Government Code Section 21574).
8. Death Benefit (Retired) – Upon the death of a retiree, a one-time lump sum payment of \$500 will be made to the retiree’s survivor (Government Code Section 21620).
9. Post Retirement Survivor Allowance (Government Code Section 21624/21626).
10. Post Retirement Survivor Allowance to continue after remarriage (Government Code Section (21635).
11. Additional Service Credit of 2 years for Local Member (Government Code Section 20903).
12. Military Service Credit as a Public Service (Government Code Section 21024).
13. Military/Relocation Credit – Public Service Credit for Peace Corps, AmeriCorps VISTA, or AmeriCorps Service (Government Code Section 21023.5).
14. Military Service Credit for Retired Persons (Government Code Section 21027).
15. Unused Sick Leave Credit – Unused sick leave will be converted to service credit at the rate of .004 year of service for each day of sick leave, provided there are less than 120 days between the member’s separation date and retirement date (Government Code Section 20965).
16. Final Compensation – The average full-time monthly pay rate for the highest 12 consecutive month period (Government Code Section 20042). If service is coordinated with Social Security, member is subject to the \$133.33 reduction in final compensation.
17. 2% Annual Cost of Living Allowance Increase (Government Code Section 21329).
18. Prior Service Credit (Government Code Section 20055). Service credit payment by payroll deduction is pre-tax.
19. Public Service Credit for Periods of Layoff (Government Code Section 21022).

Section 2. For Fire Safety, Environmental and Chief Officer’s Unit employees hired between November 19, 2012 and December 31, 2012, or those that meet the CalPERS definition of Classic Members (Tier 2), the City shall provide the CalPERS 3% @ age 55 retirement formula.

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

1. Retirement Benefit Formula – 3% @ age 55 Formula for Local Safety Member (Government

Code Section 21363.1).

2. To be eligible for service retirement, you must be at least age 50 and have a minimum of five years of CalPERS – credited service.
3. Employee Contribution – Full-time employees contribute nine (9%) of their salary on a pre-tax basis.
4. Pre-Retirement Death Benefit Option 2W - Eligible spouse or registered domestic partner will receive a monthly allowance equal to the amount the member would have received if member had retired under a service retirement on the date of member's death and elected Option 2W. The benefit is payable to eligible spouse or domestic partner until death. Upon the death of your spouse or domestic partner the benefit will continue to your natural or adopted unmarried children under age 18 who have never been married (Government Code 21548).
5. Pre-Retirement Death Benefits to continue after marriage of survivor (Government Code Section 21551).
6. 1959 Survivor Benefit Level 4 – provides a monthly benefit for eligible survivor(s) who are not covered by social security (Government Code Section 21574).
7. Death Benefit (Retired) – Upon the death of a retiree, a one-time lump sum payment of \$500 will be made to the retiree's survivor (Government Code Section 21620).
8. Post Retirement Survivor Allowance (Government Code Section 21624/21626).
9. Post Retirement Survivor Allowance to continue after remarriage (Government Code Section (21635).
10. Additional Service Credit of 2 years for Local Member (Government Code Section 20903).
11. Military Service Credit as a Public Service (Government Code Section 21024).
12. Military/Relocation Credit – Public Service Credit for Peace Corps, AmeriCorps VISTA, or AmeriCorps Service (Government Code Section 21023.5).
13. Military Service Credit for Retired Persons (Government Code Section 21027).
14. Unused Sick Leave Credit – Unused sick leave will be converted to service credit at the rate of .004 year of service for each day of sick leave, provided there are less than 120 days between the member's separation date and retirement date (Government Code Section 20965).
15. Final Compensation – The average full-time monthly pay rate for the highest 36 consecutive month period (Government Code Section 20037). If service is coordinated with Social Security, member is subject to the \$133.33 reduction in final compensation.
16. 2% Annual Cost of Living Allowance Increase (Government Code Section 21329).
17. Prior Service Credit (Government Code Section 20055). Service credit payment by payroll deduction is pre-tax.
18. Public Service Credit for Periods of Layoff (Government Code Section 21022).

Section 3. For Fire Safety, Environmental and Chief Officer's Unit employees hired on or after January 1, 2013, and meet the CalPERS definition of "New Member" set forth in Government Code 7522.02©, shall be eligible for the retirement plan pursuant to California Public Employees' Reform Act of 2013 (PEPRA).

The City shall provide CalPERS Members with retirement benefits in accordance with PEPRA, including:

1. Retirement Benefit Formula – 2.7% @ age 57 Formula for Local Safety Member (Government Code Section 7522.25(d)).
2. To be eligible for service retirement, you must be at least age 50 and have a minimum of five years of CalPERS – credited service.
3. Employee Contribution – Full-time employees pay the member contribution of fifty percent (50%) of normal cost as determined by CalPERS.
4. Pre-Retirement Death Benefit Option 2W - Eligible spouse or registered domestic partner will receive a monthly allowance equal to the amount the member would have received if member had retired under a service retirement on the date of member's death and elected Option 2W. The benefit is payable to eligible spouse or domestic partner until death. Upon the death of your spouse or domestic partner the benefit will continue to your natural or adopted unmarried children under age 18 who have never been married (Government Code 21548).
5. Pre-Retirement Death Benefits to continue after marriage of survivor (Government Code Section 21551).
6. 1959 Survivor Benefit Level 4 – provides a monthly benefit for eligible survivor(s) who are not covered by social security (Government Code Section 21574).
7. Death Benefit (Retired) – Upon the death of a retiree, a one-time lump sum payment of \$500 will be made to the retiree's survivor (Government Code Section 21620).
8. Post Retirement Survivor Allowance (Government Code Section 21624/21626).
9. Post Retirement Survivor Allowance to continue after remarriage (Government Code Section (21635).
10. Additional Service Credit of 2 years for Local Member (Government Code Section 20903).
11. Military Service Credit as a Public Service (Government Code Section 21024).
12. Military/Relocation Credit – Public Service Credit for Peace Corps, AmeriCorps VISTA, or AmeriCorps Service (Government Code Section 21023.5).
13. Military Service Credit for Retired Persons (Government Code Section 21027).
14. Unused Sick Leave Credit – Unused sick leave will be converted to service credit at the rate of .004 year of service for each day of sick leave, provided there are less than 120 days between the member's separation date and retirement date (Government Code Section 20965).
15. Final Compensation – The average full-time monthly pay rate for the highest 36 consecutive month period (Government Code Section 20037). If service is coordinated with Social Security, member is subject to the \$133.33 reduction in final compensation.
16. 2% Annual Cost of Living Allowance Increase (Government Code Section 21329).
17. Prior Service Credit (Government Code Section 20055). Service credit payment by payroll deduction is pre-tax.
18. Public Service Credit for Periods of Layoff (Government Code Section 21022).

Section 4. For Environmental Unit employees hired on or after July 1, 2020 with active CalPERS membership established prior to January 1, 2013, the City shall provide CalPERS Second Level Miscellaneous 2.7% @ age 55 retirement formula.

1. Retirement Benefit Formula - 2.7% @ age 55 Formula for Local Miscellaneous Members (Government Code Section 21354.5).
2. Employee Cost Sharing – Employees Sharing Additional Cost (Government Code 21354.5)

3. 2% Annual Cost-of-Living Allowance Increase (Government Code 21329)
4. Additional Service Credit 2 Years – Local Member (Government Code 20903)
5. Final Compensation 1 Year (Government Code 20042)
6. Military Service Credit as Public Service (Government Code 21024)
7. Prior Service (Government Code 20055)
8. Unused Sick Leave Credit – Local Member (Government Code 20965)
9. Pre-Retirement Death Benefits to Continue After Remarriage of Survivor (Government Code 21551)
10. \$500 Retired Death Benefit (Government Code 21620)
11. 1959 Survivor Benefit Level 4 (Government Code 21574)

Section 5. For Environmental Unit employees hired on or after July 1, 2020, and meet the CalPERS definition of “New Member” set forth in Government Code 7522.02©, shall be eligible for the retirement plan pursuant to California Public Employees’ Reform Act of 2013 (PEPRA).

The City shall provide CalPERS New Members Miscellaneous PEPRA, including:

1. Retirement Benefit Formula – 2% @ age 62 Formula for Miscellaneous/Industrial Member (Government Code Section 7522.20).
2. 2% Annual Cost-of-Living Allowance Increase (Government Code 21329)
3. Additional Service Credit 2 Years – Local Member (Government Code 20903)
4. Final Compensation 3 Years (Government Code 20037)
5. Military Service Credit as Public Service (Government Code 21024)
6. Prior Service (Government Code 20055)
7. Unused Sick Leave Credit – Local Member (Government Code 20965)
8. Pre-Retirement Death Benefits to Continue After Remarriage of Survivor (Government Code 21551)
9. \$500 Retired Death Benefit (Government Code 21620)
10. 1959 Survivor Benefit Level 4 (Government Code 21574)

Section 6. Sick Leave Cash Out and Sick Leave Credit

Employees not on a 24 hour shift schedule shall be compensated annually in November for one-half of their accumulated sick leave in excess of 960 hours. Safety employees on a shift schedule shall be compensated annually in November for one-half of their accumulated sick leave in excess of 1,440 hours. The remaining excess leave shall be accumulated in an individual retirement credit account. The balance in the account, along with other accumulated sick leave, shall be applied to the Retirement “Sick Leave Credit” benefit upon the employee’s retirement for those who are eligible to receive this optional benefit. (*PPPM 5-11.2*)

Section 7. Sick Leave Cash Out at Retirement

Effective July 1, 2007, upon normal service retirement of any association member who reaches the CalPERS 90% cap, the City will pay out any unused sick leave hours in any and all of the employee’s sick leave banks at 25% of the employee’s current hourly pay.

In the event of an employee's death resulting from injuries sustained in the line of duty, the City will pay out any unused hours in any and all of the employee's sick leave banks at 100% of the employee's hourly pay to the designated surviving beneficiary.

## **Article VI.** **Health and Other Insurance Benefits**

### Section 1. Health Insurance

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

Effective January 1, 2020, the City's maximum contribution for medical insurance will be capped at \$1,495.76 per month.

Effective January 1, 2021, the City's maximum contribution for medical insurance will be capped at \$1750.00 per month.

The increase is based on the Consumer Price Index, Department of Labor's Bureau of Statistics, All Urban Consumers, March 2019 to March 2020.

#### Retire Medical:

An employee who is vested in CalPERS and retires from the City under the SFS Firemens' Association is eligible for medical coverage through retirement.

The City Contribution to medical premiums for retirees, effective January 1, 2021 is \$1,750 per month.

The City will assume the financial and administrative responsibility for PORAC dues for safety employees and affected safety retirees. (91-92, 01-02, 05-07 MOU; PPPM 2-3.1a)

#### Medical Opt-Out:

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

- a. Employee must provide reasonable evidence that the employee and each member of the employee's expected tax family (i.e. individuals for whom the employee expects to claim a personal exemption deduction) has or will have the minimum essential coverage (other than coverage in the individual market, whether or not obtained through Covered California)

- during the period of coverage to which the opt-out arrangement applies;
- b. Employee must provide proof of coverage by completing the Health Insurance Waiver Form.
- c. Employee must provide proof of coverage every plan year, by completing a new Health Insurance Waiver Form to which the eligible opt-out arrangement applies; and
- d. The opt-out payment cannot be made if the City knows or has reason to know that the employee or any other member of the employee's expected tax family does not have or will have the alternative minimum essential coverage.

Full-Time employees electing to opt-out will receive the medical opt-out amount stabilized at the July 1, 2012 rates as follows:

Single Party:	\$214.61
Two-Party:	\$429.22
Family:	\$557.98

### Section 2. Dental Insurance

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

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

### Section 3. Vision Plan

The City has established a vision care plan for full-time employees, spouses, registered domestic partners, and dependents up to age 26, consistent with the Affordable Care Act (ACA). There is a \$20 deductible for eye examinations and no deductible for frames, lenses, contact lenses, or vision therapy. The employee reimbursement cap is \$450 per fiscal year; the spouse, registered domestic partner and other dependents are capped at \$400 per person per fiscal year. Employees and eligible dependents may choose laser surgery in lieu of receiving an annual reimbursement for four years. Employees are eligible for \$1,800 reimbursement for laser surgery and eligible dependents are eligible for \$1,600 reimbursement. If the employee retires or resigns during the four-year reimbursement period, the employee is responsible for reimbursing the City the prorated difference for him/herself and dependents. (95-96, 97-98, 01-02, 05-06 MOU; PPPM 2-3.6)

### Section 4. Life Insurance

The City pays the premium cost for each full-time employee to receive a basic level of life insurance under a group policy. Full-time employees are eligible for coverage upon hire. The basic amount specified in the group contract is \$50,000. Employee members must authorize payroll deduction for any premium costs related to policy coverage in excess of the basic amount (including dependent

coverage). Retiree members of the Association may participate in the group policy coverage at their cost. (89-90 MOU; PPPM 2-3.3b)

#### Section 5. Long Term Disability Insurance

The City pays the premium cost for each full-time employee to receive long term disability insurance. This plan is administered by the California Association of Professional Firefighters. Full-time employees are eligible on the first day of the month following the first day of employment. However, the employee must not be off duty for illness or injury on that date. If the employee is off, then the effective date is the first day of the month following the date of return to work. The maximum monthly benefit is 80% of wages for industrial causes and 80% of wages for non-industrial disability to a maximum of \$8,758. The elimination period is 30 calendar days. The benefit period is lifetime for non-industrial disabilities and to age 65 for industrial disabilities. There is a \$10,000 death benefit for on or off duty death. The premium is waived after 30 calendar days. A copy of the actual plan description is on file in the Human Resources Office. (CA Assn. of Professional Firefighters; PPPM 2-3.4b)

#### Section 6. Physical Examination

Medical surveillance examinations for safety employees are mandatory and provided each year. The exam will be scheduled during the month of the employee's birth and administered during on-duty hours. The City will assume the cost of the physical commonly called a "Medical Surveillance" examination. For male employees 40 years of age and older, the exam will include a prostate specific antigen (PSA) blood test. For female employees 40 years of age and older the exam may include a Pap Test if the employee requests. If the female employee chooses to have the Pap Test performed by a personal physician and the expense of the examination is not covered through the City's group insurance, the City will reimburse the employee for this test.

A more comprehensive exam called the Lifestyle Plus Physical will also be made available to the employee as an alternative. If the employee selects this option, the exam requirement will be met in this manner:

- The City assumes only \$310 of this examination's cost. The employee assumes the balance.
- The exam is scheduled by the Fire Rescue Department and will take place off duty.
- The employee will complete and sign an "Authorization for Payment" form which allows payment in full or through payroll deduction of the fee exceeding \$310.
- If the employee is eligible for insurance pick up of \$310 of the exam cost, the employee assumes responsibility for completing the insurance form and insurance reimbursement goes directly to the employee. (Fed. Reg. No. 5144(h); memo between S. Bergeron-Vance & Chief Schnabel; PPPM 12-1.4b)

## Article VII. Leave Benefits

### Section 1. Bereavement Leave

Safety employees not on a 24 hour schedule, are entitled to a maximum absence of three days with pay for bereavement purposes in the event of death of a member of the immediate family. Safety employees on a 24 hour schedule, are entitled to the maximum leave of two 24 hour shifts. An employee may take additional leave for bereavement purposes by charging the time off to sick leave. Such leave shall be granted up to the employee's accumulated sick leave balance with the approval of the Fire Chief. Immediate family is defined as father, mother, brother, sister, son, daughter, spouse, registered domestic partner, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-mother, step-father, step-sister, step-brother, step-child and step-grandchild. (*Res. #5969, IX.7; 77-78 04-05 MOU; PPPM 6-8*)

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

An employee is eligible for FMLA/CFRA leave after 12 months of continuous employment, if he or she has worked at least 1250 hours during the previous 12-month period. FMLA/CFRA leave is unpaid leave. An employee requesting FMLA/CFRA leave may utilize any accumulated leave, except sick leave, for part or all of the leave period, if leave is for a purpose other than the employee's own serious health condition. If the leave is for the employee's own serious health condition, any accumulated sick leave must also be used. Although FMLA leave shall be used for this purpose, CFRA leave shall not be taken for absence due to the employee's pregnancy, childbirth or related condition. Maternity leave is available for the period of the employee's actual disability up to a maximum of four months. CFRA leave may be taken, if the employee is otherwise eligible, for up to 12 weeks, because of the birth of the employee's child. (*Res. #5969, IX.8; PPPM 6-4.3*)

### Section 3. Flexible Leave

Safety employees will receive 36 hours of flex leave each fiscal year. As of June 30 of each year, all unused flexible leave up to a maximum of 24 hours shall be carried over to the next fiscal year. Any accrued but unused flexible leave in excess of 24 hours for any employee as of the close of business on June 30 shall be paid to the employee at each employee's then effective hourly rate. (*Res. #5969, IX.4; 76-77, 81-82, 83-84, 90-91, 97-98, 01-04 MOU and Addendum to 01-04 MOU; PPPM 6-5*)

### Section 4. Holidays

The following are observed City holidays:

- |   |                           |
|---|---------------------------|
| • New Year's Day                        | January 1                 |
| • Dr. Martin Luther King Jr.'s Birthday | Third Monday in January   |
| • Lincoln's Birthday                    | Second Monday in February |
| • President's Day                       | Third Monday in February  |
| • Cesar Chavez's Birthday               | March 31                  |

- Memorial Day Last Monday in May
- Independence Day July 4
- Labor Day First Monday in September
- Veteran's Day November 11
- Thanksgiving Day Fourth Thursday in November
- Day after Thanksgiving Fourth Friday in November
- The day before Christmas December 24
- Christmas Day December 25
- Every day appointed by the President or Governor as a holiday

When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. Safety employees not on a 24 hour shift schedule will be paid for the above holidays. Safety employees on a 24 hour schedule shall accumulate 6.25 shifts per year of vacation leave in lieu of holiday leave. (*Res. #5969, IX.3; 76-77, 83-84, 86-87, 92-93, 97-98, 05-07 MOU; PPPM 6-7.1*)

Section 5. Jury or Witness Duty

Leave of absence with pay shall be granted to a maximum of fifteen (15) working days to an employee who serves on a jury or is called as a witness for cases encountered in the course and scope of his/her employment. The employee shall be paid their regular salary. Employees on call for jury duty are expected to report for work. Jury and witness fees the employee may receive from court service shall be remitted to the City. Mileage reimbursement will be kept by the employee (*Res. #5969, IX.13; 92-93, 01-02 MOU; PPPM 6-10*). On a case-by-case basis, the City Manager may extend said leave of absence with pay for jury duty. (*11-12 MOU*)

Section 6. Leaves of Absence

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

Section 7. California Kin Care Leave

Employees may use one-half of their annual sick leave accrual (48 hours for employees not on a 24 hour shift schedule, 72 hours for employees on a 24 hour shift schedule) to care for their grandparents, grandchildren, and siblings, as well as children, parents, spouse or domestic partner who is ill. Use of sick leave for this purpose is to be recorded on leave slips and turned in with employee time cards. Notice should be given for appointments seven days in advance. If emergencies arise, an exception can be made to this policy. (*PPPM 6-3.6*)

Section 8. Military Leave

Military leave is granted in accordance with state and federal law. If you are entitled to military leave, you must give the City an opportunity, within the limit of military regulations, to determine

when such leave will be taken. Each request for military leave will be referred to the City Attorney for interpretation of such related issues as entitlement to pay, benefits, reinstatement, etc. (See Appendix for Military Leave Policy revised as of 02-09-06) (*Res. #5969, IX.14; PPPM 6-9*)

#### Section 9. Sick Leave

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

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

When the City's industrial medical provider notifies Human Resources that an employee has a medical condition(s) requiring further investigation, the employee will charge the time off to sick leave and will then be placed on light duty, if appropriate and available, until released by the medical provider. If said condition is determined to be work-related, the used leave time and additional time for scheduling and undergoing medical testing will be charged to worker's compensation. Medical tests required by a physician to determine the cause of a medical problem will be the employee's responsibility. If the medical condition is then determined to be work related, the costs will be subject to payment through the worker's compensation process.

In order to receive compensation when absent on sick leave, safety employees shall notify the on-duty Headquarters Captain not less than 45 minutes prior to shift change which is 07:30 a.m. When absent for two or more consecutive shifts for a safety employee on a 24 hour shift schedule, the employee may be required, at the City's sole discretion, to obtain and submit a physician's certification of illness. Any safety employee who demonstrates a pattern of sick leave use will be required to present a physician's certification of illness for each shift where illness is reported. Affected employees will be notified of this requirement by department management.

Sick leave with pay for safety employees not on a 24 hour shift schedule shall be accrued at the rate of eight hours for each month of service beginning with probationary appointment. Sick leave will be accrued for safety employees on a 24 hour shift schedule at the rate of 12 hours per month. At the discretion of the Department Head, up to five days of sick leave may be advanced. (*PPPM 6-3.1, 6-3.3, 6-3.3b, 6-3.4, and 6-3.6*)

Section 10. Vacation

Safety employees on a 40 hour work week schedule will accrue vacation leave as follows:

<u>Years of Service</u>	<u>Annual Rate (hrs)</u>
0-1 .....	80
1-2 .....	90
2-3 .....	100
3-4 .....	110
4-5 .....	120
5-6 .....	124
6-7 .....	128
7-8 .....	132
8-9 .....	136
9-10 .....	140
10-11 .....	144
11-12 .....	148
12-13 .....	152
13-14 .....	156
14-15+ .....	160
20+ .....	168

Safety Employees on a 24 hour shift schedule will accrue vacation leave (inclusive of 6.25 hours of holiday leave) as follows:

<u>Years of Service</u>	<u>Shifts per Year</u>	<u>Hours per Year</u>	<u>Hours per Month</u>
0-1	11.250	270	22.50
1-2	11.875	285	23.75
2-3	12.500	300	25.00
3-4	13.125	315	26.25
4-5	13.750	330	27.50
5-6	14.000	336	28.00
6-7	14.250	342	28.50
7-8	14.500	348	29.00
8-9	14.750	354	29.50
9-10	15.000	360	30.00
10-11	15.250	366	30.50
11-12	15.500	372	31.00
12-13	15.750	378	31.50
13-14	16.000	384	32.00
14-15	16.250	390	32.50
15+	16.250	390	32.50
20+	16.583	398	33.17

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

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

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

At the discretion of the Department Head, up to five days of vacation may be advanced.

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

Vacation Selection:

- Vacation selections will begin at the completion of the Station and Shift Bid process that will take place the Monday following the Thanksgiving holiday.
- Each suppression member shall pick a minimum of one segment (two shifts) during the annual vacation selection process. Additional picks can be made at the employee's discretion. Double picks are allowable but then the next round of picks must be skipped.
- All three columns are available at start of picks and remain open. Order-ins will not be made on holidays for third column picks.
- Throughout the year, vacation segments may be chosen in any of the three columns. These requests must be made at least 18 days in advance.
- Inside of 18 days, vacation time will only be granted if qualified relief is available.
- Individual vacation time will be granted based on available vacation hours banked and qualified relief.
- Leave other than vacation time (WC, SP, SL, JD, FM, FL, CU, BR) does not impact the availability of these three columns. Qualified relief must be available to work.
- Battalion Chiefs do not pick on the vacation schedule.
- Suppression employees have 36 hours of flex leave per fiscal year. Suppression employees must use available flex leave/ vacation. Qualified relief must be available to work.

An employee may cash-out, at straight time rates, a maximum of 3 shifts (72 hours) of accrued vacation after the employee has utilized 9 shifts (216 hours) each fiscal year. (*Res. #5969, IX.5; 76-77, 01-02, 05-06 MOU; PPPM 6-2.2, 6-2.2a, 6-2.3, 6-2.4, 6-2.5 and 6-2.6*)

### Reserve Vacation Bank:

Effective July 1, 2012, a second vacation bank with a starting balance of zero will be created for each full-time non-suppression employee. This second bank will be subject to a 240 hour "hard" cap, and will not allow accruals above 240 hours.

The first vacation bank will not accrue vacation leave hours and contain all vacation leave hours accrued prior to July 1, 2012. Vacation hours used will be first deducted from the second vacation leave bank, then from the first vacation leave bank.

If vacation hours that cannot be taken because of the City's needs cause an employee's second vacation leave bank to reach the hard cap of 240 hours, those hours may be moved to the first vacation bank with the written recommendation of the Fire Chief, a review by the Human Resources Manager and approval by the City Manager.

The Labor Relations Committee will convene to discuss the implementation of a vacation cap for fire suppression personnel.

### Section 11. Critical Family Leave

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

### Section 12. Leave Usage for National Marrow Donor Program (NMDP)

Employees who choose to donate bone marrow through the NMDP will be permitted to take time off and charge the time against any accrued leave, i.e., flexible, sick or vacation leave. (PPPM 6-12)

### Section 13. Voluntary Vacation and Flexible Leave Time Donation

If an employee who suffers personal medical crisis that requires a prolonged absence from duty that will result in a substantial loss of income to the employee and who have exhausted all available paid leave time, the employee may request assistance from other employees by means of leave time donation. Leave time donation may be in the form of vacation leave, flexible leave or any combination of these two leave types. Sick leave may not be donated. The value of the donated leave will be paid to the recipient employee at the recipient's normal rate of compensation. The amounts paid to the recipient employee under the conditions of this policy are treated as regular income of the recipient under internal revenue Code Section 61. Employee(s) who donate leave do not incur any income or any deductible expense or loss upon the donation of this leave. The recipient

employee will not accrue sick, vacation or flexible leave and will not accrue seniority while receiving this benefit. (PPPM 6-13)

#### Section 14. Family School Leave

In accordance with the California Labor Code, an employee may take up to 40 hours per calendar year, not exceeding 8 hours in any calendar month, to participate in their children's school or license day care facility activities. The employee shall utilize vacation leave, flexible leave, or time off without pay for this purpose. The employee shall give reasonable notice of the planned absence. The City may require the employee to provide documentation from the school or licensed day care facility as proof that they actually participated in the activities on the specified day at a particular time. (PPPM 6-2.6)

### **Article VIII.** **Additional Benefits**

#### Section 1. Tuition Reimbursement

All full-time employees are eligible for tuition reimbursement. Each employee is allowed up to \$350, excluding books, during each fiscal year. The maximum reimbursement for employees engaged in a degree program is \$2,000 per year including books. The \$2,000 per year is also available to fire personnel pursuing the educational incentive program. The employee must complete the course(s) listed on the tuition reimbursement agreement with a grade of "C" or better. The employee must return all text materials which have been paid for by the City and the employee must remain employed with the City after completion of the course for a period of one year, or refund to the City the full amount reimbursed for the course(s). (Res. #5969, X.3; 1977, 95-96 MOU; PPPM 9-1.2)

#### Section 2. Uniforms

Uniforms provided:

- Fire Administrative Safety Personnel – Five shirts, three pants, two skirts (for females), tie, jacket, and one pair of shoes. Effective 07/01/07, the following additional items will continue to be provided: one belt, one set of athletic apparel, one pair of athletic shoes and a class A uniform, which includes a tie. Any or all parts of attire may be replaced at the discretion of the Fire Chief.
- Fire Suppression Personnel – Three shirts, three pants, belt, gloves, eye protection, one set of athletic apparel, one pair of athletic shoes, steel toe boots, turnouts, helmet, and rubber boots. All personnel receive a Class A uniform which includes a tie. Captains receive three shirts, a tie, hat, a pair of dress shoes, blazer, and sweater. Any or all parts of attire may be replaced at the discretion of a Chief Fire Officer.

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

compensation. These items include steel toe safety shoes/boots, turnout coats, helmets, and rubber boots. Additionally, all suppression personnel are provided Level B hazardous material coveralls, an air purifying respirator, canisters for the respirator, a radiological dosimeter, and chemical resistant boots. (*PPPM 2-9.1 and 2-9.2*)

### Section 3. Employee Personal Computer Purchase Plan

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

### Section 4. Section 125 Program

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

### Section 5. Employee Assistance Program

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

## **Article IX.** **Appointments, Promotions and Acting Assignments**

### Section 1. Appointment – Probationary Status

Safety employees are on probation for one year from the date of hire. During the probationary period, employee performance evaluations are required. A probationary employee may be terminated without appeal during the probationary period. The appointment is made to regular status at the end of the probationary period, upon the recommendation of the Fire Chief and the approval of the City Manager. In the event the probationary employee's performance does not qualify for regular status, the City Manager may grant a one-time extension of the probationary period up to the length of the original probationary period. (*Res. #5969, VII.1 and .2; PPPM 5-9.1*)

### Section 2. Promotional Appointments

If a Temporary Firefighter, Firefighter, Firefighter/Paramedic, or Fire Engineer is promoted to a higher classification as a result of another employee's separation from employment (resignation, termination, or retirement), and the promoted employee has served in a continuous temporary or conditional appointment, then upon promotion to the vacant position the employee will receive all rights and privileges of rank beginning at the date of their temporary appointment including time granted toward the one year probationary period. When an employee is promoted, the employee

shall be entitled to the step in the new range which provides at least a 5 ½% increase. (04-05 MOU, 2-2.1d)

The individual standing first on any given closed promotional list should generally be appointed by the Fire Chief. The Fire Chief may recommend and appoint any candidate on the list irrespective of ranking subject to the approval by the City Manager. ( PPPM 5.1)

Fire Department promotional eligibility lists will be tiered to a maximum of five points per tier, i.e., 90 – 95, 95 – 100, etc. It is within the Fire Chief’s discretion to rank the list within tiers prior to any appointments being made from the eligibility list. (PPPM 4-6.3)

### Section 3. Promotion of Firefighter/Paramedic to Engineer

A Firefighter/Paramedic promoted to Engineer will be placed in the Engineer salary range closest to his Firefighter step plus Paramedic pay differential. He/she will be utilized in the department as an Engineer/Relief Paramedic. Paramedic Proficiency pay will be retained until one of following occurs:

- The employee’s salary step(s) increases to the point he/she would not lose pay due to the promotion; or
- The loss of certification due to failure in the recertification process or failure to meet standards established by Los Angeles County.

This section will also apply to those employees promoted from Engineer/Paramedic to Captain. (80-81 MOU ,PPPM 2-2.4c)

### Section 4. Acting Assignments

All short term vacancies occurring in the Engineer and the Captain classifications may be filled in the following order:

1. Highest on the eligibility list and assigned to the station where the vacancy occurs.
2. Highest on the eligibility list working that shift. This excludes those working overtime.
3. The employee determined “qualified to act” by the Battalion Chief and assigned to the station where the vacancy occurs.
4. The employee determined “qualified to act” by the Battalion Chief and assigned to the shift. (PPPM 5-4.2)

### Section 5. Temporary and Conditional Appointments

To fill the position of a person who is absent and whose return to work is in question, a candidate on the eligibility list for a promotional position shall be appointed to a temporary position in that position. If after six months the disabled member’s return is still in question and the appointee has

received satisfactory performance evaluations, the appointee will receive a conditional appointment. This appointment entitles the conditional appointee to all privileges of the rank, including time in grade and merit increases from the time the appointee first filled the position on a temporary basis. If a Firefighter, Firefighter/Paramedic, or Fire Engineer is promoted to a higher classification as a result of another employee's separation from employment (resignation, termination, or retirement), and the appointee has served continuously in the appointment then; upon promotion to the vacant position the employee will receive all rights and privileges of rank beginning at the date of their temporary appointment including time granted toward the one year probationary period. (PPPM 5.1)

**Section 6. Promotions – Educational Requirements**

The following are educational requirements for suppression personnel:

<b>Classification</b>	<b>Education</b>	<b>Experience</b>	<b>License/Certification</b>
Engineer	H.S./GED & 12 units in Fire Science	3 years as SFS Firefighter including Temporary	Class B or Firefighter Exempt, EMT-1, EMT-D, CPR
Captain	H.S./GED & 24 units in Fire Science & State Fire Officer Certification or AA/AS Fire Science	5 years as SFS Firefighter (2 of 5 as a Fire Engineer) or 7 years SFS Firefighter & on current Engineer Eligibility List or 10 years SFS Firefighter & past Engineer Eligibility List	Class B or Firefighter Exempt, EMT-1, EMT-D, CPR

The Fire Chief may find occasion to make alterations to these requirements when unusual conditions or extenuating circumstances warrant. Experience credit will not be counted for experience outside of the Santa Fe Springs Fire Department. (PPPM 5-6.3)

**Section 7. Appointment – Due to Disability**

Where an appointment is necessary to fill the position of a person who is absent due to a disability and whose return to work is in question, the following procedures will apply:

- A candidate on the existing eligibility list for that position shall be appointed on a temporary basis. The appointee will receive probationary and quarterly performance evaluations.
- The temporary appointee's appointment will become conditional, if after six months, the disabled member's return to work is still in question and the temporary appointee has received satisfactory quarterly evaluations. This appointment shall entitle the appointee to all privileges of the rank, including time in grade and merit increases from the time the employee first filled the position on a temporary basis.
- Said conditional appointment shall become permanent in the event the disabled employee becomes permanent and stationary and is determined to be unable to return to work, or in the event any other permanent opening for that rank becomes available.

- Demotion of a conditional appointment will occur only when the injured employee returns to work and no permanent appointment opportunity becomes available in the succeeding six months.
- Temporary appointees who have not obtained conditional status are not entitled to retain the appointment or any of the privileges of the rank temporarily being filled.
- If a Firefighter, Firefighter/Paramedic, or Fire Engineer is promoted to a higher classification as a result of another employee's separation from employment (resignation, termination, or retirement), and the promoted employee has served in a continuous temporary and conditional appointment, then upon promotion to the vacant position, the employee will receive all rights and privileges of rank beginning the date of their temporary appointment including time in grade granted toward the one year probationary period. (*PPPM 5-6.4*)

#### Section 8. Veteran's Preference

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

#### Section 9. Eligibility Lists – Certification

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

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

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

## **Article X.** **Employment Policies**

#### Section 1. Alcohol and Drugs

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

- Not report to work, or be subject to City duty, while under the influence of unlawful drugs, controlled substances or alcohol
- Not possess or ingest alcohol or impairing drugs, including illegal drugs and prescription drugs

without prescription, during work hours or while subject to duty, on breaks, during meals periods or at anytime while on City property

- Not directly or through a third party sell or provide drugs or alcohol to any person, including any employee, while either or both employees are on duty or subject to being called to duty
- Not use City property or premises to manufacture, sell or distribute alcohol, unlawful drugs, or controlled substances during work and non-work hours
- Notify their supervisors before beginning work when they are taking legally prescribed medication which could foresee ably interfere with the safe and effective performance of their duties or the operation of City equipment

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

## Section 2. Electronic Media

The City's Electronic Media policy outlines the use of the City's electronic mail (e-mail) system by all full-time and part-time employees, as well as elected officials, independent contractors, seasonal employees, and any vendors with authorized use of the City computer resources. (See Appendix for Electronic Media Policy revised as of 02-02-06) (*PPPM 7-8.1*)

## Section 3. Harassment, Discrimination and Retaliation

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

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

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

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

Retaliation: Any retaliation against a person for filing a discrimination or harassment charge or making a discrimination or harassment complaint or a person assisting in a discrimination or

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

#### Section 4. Workplace Safety/Security

The City is committed to providing a work environment that is safe, secure and free of intimidation, threats and violence. The City maintains this commitment with a policy of “**zero tolerance**” to acts of violence, and by training its employees to recognize and effectively respond to violent/potential violent behavior in the workplace. All acts of violence or force, either threatened or actual, are prohibited and are met with disciplinary action, up to and including termination and criminal prosecution. (See Appendix for Workplace Safety/Security Policy revised as of 02-22-01) (*PPPM 5-2.7; 5-13.1; 5-13.2; 5-13.3; 7-2; 8-9.1; 8-9.2*)

#### Section 5. Workplace Safety, Security, Inspection and Access

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

#### Section 6. Tuberculosis (TB) Testing

The State and County require those employees in direct contact with children to be tested for tuberculosis once every four years. Fire suppression personnel are tested annually. (*PPPM 12-1.5*)

#### Section 7. Blood-borne Pathogens and Hepatitis B Vaccinations

Safety employees who can be “reasonably anticipated” to come in contact with contaminants and potentially infectious materials through the performance of their work are subject to this policy. Safety employees in the following job classifications: Fire Captain, Fire Engineer, Firefighter/Paramedic, Firefighter and Auxiliary Firefighter are deemed to be within the group of employees that may have frequent contact with infectious materials. Employees who may have frequent contact are required to receive the Hepatitis B vaccination series. Vaccinations will be available to the employee within 10 working days of job assignment at no cost to the employee. Employees must sign a declaration form if they choose not to be vaccinated but may later opt to receive the vaccine at no cost. Should booster doses later be recommended, employees will be offered them at no cost to the employee. (*PPPM 12-4*)

## Section 8. Additional Employment

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

## Section 9. Gambling

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

## Section 10. Gifts and Gratuities

City employees are prohibited from receiving personal gifts, including gratuities, from citizens, persons, or firms doing business with or being regulated by the City, or likely to do business with or be regulated by the City. (*Res. #5969, XI.5), PPPM 5-13-.1*)

## Section 11. Use of City Vehicles

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

## Section 12. No Smoking in City Vehicles

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

## Section 13. Driver's License

All employees must possess a driver's license issued by the California Department of Motor Vehicles (DMV). Minimum Class C driver's license is required during the first year of employment during the probationary period. Suppression employees must obtain a Class B driver's license or Firefighter Exemption with the required air brake and tank endorsements before completion of their second year of City employment. A current DMV form DL51A, Medical Examiner's Certificate, is also required with a Class A or B or Firefighter Exemption license. An employee must notify his/her supervisor and Human Resources if their driver's license status changes in any way. (*PPPM 8-6.3a*)

## Section 14. Use of Personal Vehicles

Employees shall be reimbursed for mileage while driving in personal automobiles on City business

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

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

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

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

#### Section 15. Bids for City Jobs

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

#### Section 16. Political Activities of Employees

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

## **Article XI.** **Working Conditions**

#### Section 1. Injury and Illness Prevention Program

It is both policy and practice of the City of Santa Fe Springs to provide safe and healthful working conditions for all employees. Safety and health considerations must be a part of every operation. It is every employee’s responsibility at all levels. It is the intent of the City to comply with all laws. To do this, one must constantly be aware of conditions in all work areas that can create injuries. No employee is required to work at a job he/she knows is not safe or healthful. The detection of hazards by City employees and, in turn, controlling them, is a condition of employment. Supervisors must be informed immediately of any situation beyond the employee’s ability or authority to correct.

The personal health and safety of each City employee is of primary importance. Prevention of

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

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

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

- Providing mechanical and physical safeguards to the maximum extent possible.
- Conducting health and safety inspections to find, eliminate or control safety and health hazards as well as unsafe working conditions and practices, and to comply fully with the health and safety standards for every job.
- Training all employees in good health and safety practices.
- Providing necessary personal protective equipment and instructions for use and care.
- Developing and enforcing health and safety rules, and requiring that employees cooperate with these rules as a condition of employment.
- Promptly and thoroughly investigating every accident to find out what caused it and correcting the problem so it won't happen again.

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

- The employer accepts responsibility for leadership of the health and safety program, for its effectiveness and improvement, and for providing the safeguards required to ensure safe conditions.
- Supervisors are responsible for ensuring that employees are trained in, and follow safe work practices, and that all operations are performed with the utmost regard for the health and safety of all personnel.
- Employees are responsible for complying with all rules and regulations and for using safe work practices while performing their duties. Employees also have the responsibility of informing their supervisor of hazards and are encouraged to make recommendations for increasing workplace safety. (*PPPM 8-1.2*)

## Section 2. Training

Full-time equivalent (FTE) funds received from Rio Hondo Community College or Joint Apprentice Committee (JAC) funds shall be placed into a Fire Department training account. Any unused training funds from these two sources shall be rolled over to the following year's training budget. (*04-05 MOU*)

**Article XII.**  
**Layoff and Reductions in Force**

Section 1. Layoff and Reductions in Force

Whenever it becomes necessary for one or more employees to be laid off because of lack of work or financial reasons, all non-regular employees in the affected classification shall be laid off before any regular employees and in the following order: emergency, provisional, and temporary. If additional reductions are necessary, regular employees in the affected classifications shall be laid off in reverse order of their seniority. If the person in one of the affected classifications has seniority over someone in a lower classification, the person with seniority may accept a voluntary demotion to a lower classification, if the employee is qualified for the classification. This process may continue until the person in the lowest classification with the least seniority will then be laid off. All employees laid off shall be given written notice of such layoff at least 10 working days prior to the effective date of the layoff. The City may exercise layoff and reductions in force rights unilaterally subject to the meet and confer process on the impact of such rights. (*PPPM 5-12.1 and 5-12.2*)

Section 2. Seniority and Bumping Rights

Full-time seniority shall be defined as regular full-time City service within the affected vertically related classifications, e.g., Firefighter, Engineer, Fire Captain, and Battalion Chief. Regular service time shall include probationary time in the affected classification if regular status has been acquired. Part-time hours accumulated in the City do not have consideration in full-time seniority calculations.

An employee “bumping” into a lower related classification shall occur on the basis of total seniority attained within a series of vertically related classifications. Vertically related classifications carry cumulative seniority downward and not upward. For example, an employee who has five years of seniority as a Captain, five years seniority as an Engineer and five years as a Firefighter (15 years in total) is in a senior position to an Engineer who has five years as a Firefighter and five years as an Engineer (10 years in total). An Engineer that has five years as a Firefighter and fifteen years as an Engineer (20 years in total), is in a senior position to the 15-Year Captain cited in the example above. Length of qualifying service, not rank, is the determining factor when calculating seniority.

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

Section 3. Layoffs – Call-backs

The names of regular and probationary employees laid off shall be placed on a reemployment list for the class of positions involved in the layoff. Persons on the list shall retain eligibility for reappointment for a period of three years from the date the name was first placed on the list. Recall shall be by inverse order, i.e., the most recent person laid off shall be first rehired. Persons reinstated shall return to the same position & step previously held. Persons who are on a reemployment list & have committed an offense while on layoff which would have been cause for termination will not be reinstated. Any person who is refused reinstatement because of the commission of such an offense may appeal such action to the City Manager and to the Personnel Advisory Board. (*PPPM 5-12.3*)

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

Section 1. Appeal Process

Any safety employee who has been subject to disciplinary action, excluding written or oral counseling, warning or reprimand, shall be entitled to appeal such action to the Fire Chief, Personnel Advisory Board and the City Manager, in accordance with Personnel Policy Section 11-3.1 (PPPM 11-3.1).

Section 2. Informal Hearing Procedure

The Informal Hearing Procedure, as opposed to the formal procedures, may be used in the City's sole discretion in any of the following circumstances:

1. When there is no disputed issue of material fact, or
2. When there is a disputed issue of material fact, but it is limited to:
  - a. A monetary amount of not more than one thousand dollars (\$1,000) or
  - b. A disciplinary action imposed on an employee that does not involve termination from employment, demotion, or suspension without pay for more than five (5) shifts or five (5) days.

This constitutes the sole Government Code section 11445.30 notice of hearing that states the Department's selection of the informal hearing procedure. Therefore, such notice shall not be repeated in conjunction with each hearing governed by the informal hearing procedure.

The Fire Chief or designee shall be the presiding officer and shall regulate the course of the proceeding. The presiding officer shall permit the parties to offer written or oral comments on the issues. The presiding officer may limit the use of witnesses, testimony, evidence and argument, and may limit or eliminate the use of pleadings, intervention, discovery, pre-hearing conferences and rebuttal.

The presiding officer may deny use of the informal procedure, or may convert an informal hearing to a formal hearing after an informal hearing is commenced, if it appears to the presiding officer that cross-examination is necessary for proper determination of the matter and that delay, burden or complication due to allowing cross-examination in the informal hearing will be more than minimal.

Pursuant to section 11445.50(b), the Fire Department has determined that cross-examination is not necessary for proper determination of the matters subject to review under the informal hearing procedure. However, the presiding officer may allow cross-examination of witnesses in an informal hearing notwithstanding the City's determination, if it appears to a presiding officer that in the circumstances cross-examination is necessary for proper determination of the matter. (Section 11445.50(b).)

If the presiding officer has reason to believe that material facts are in dispute, the presiding officer may require a party to state the identity of the witnesses or other sources through which the party would propose to present proof if the proceeding were converted to a formal hearing procedure. If disclosure of a fact, allegation or source is privileged or expressly prohibited by a regulation, statute or the federal or state constitution, the presiding officer may require the party to indicate that confidential facts, allegations or sources are involved, but not to disclose the confidential facts, allegations or sources. (Section 11445.60(a).)

If a party has reason to believe that essential facts must be obtained in order to permit an adequate presentation of the case, the party may inform the presiding officer regarding the general nature of the facts and the sources from which the party would propose to obtain the facts if the proceeding were converted to a formal hearing procedure. (Section 11445.60(b).)

### Section 3. Formal Hearing Procedure:

The formal appeal shall be conducted in procedural compliance with section 11500 et. seq. Pursuant to section 11512, the City has determined that, in those instances where a formal hearing is required, the City shall continue to hear the case through pre-existing processes (i.e., via the Personnel Advisory Board) with an administrative law judge (ALJ) present during the consideration of the case. (Section 11517(b).) The proceedings governing such an appeal are set forth in detail below.

The following procedure will be followed in the conduct of a formal administrative hearing:

- A. Within 10 calendar days of the receipt of a written Notice of Intent to Suspend, Demote or Dismiss, the employee may submit a written response to the disciplinary action to the Fire Chief or designee. The employee shall set forth all the facts necessary to understand the issues involved. The response shall be signed by the employee and shall be submitted to the Fire Chief's office within 10 calendar days. In lieu of a written appeal, the employee may request a (*Skelly*) meeting with the Fire Chief to make his/her response verbally.
- B. Within 10 calendar days following the receipt of the employee's response, the Fire Chief or designee will set a date and time for the pre-disciplinary (*Skelly*) meeting.
- C. If the response is submitted in writing, the Fire Chief will give consideration to the matter and inform the employee in writing within 20 calendar days, as to whether the intended disciplinary action has been affirmed, revoked or modified.
- D. Following conclusion of a pre-disciplinary (*Skelly*) meeting by the Fire Chief or designee, where the resultant punitive action results in the imposition of punitive action within the jurisdiction of this formal hearing process, the City shall serve the employee with a final Notice of Discipline. At a minimum, Notice of Discipline shall include a post card or other form of notice which, when signed by or on behalf of the employee and returned to the City, will acknowledge service of the Notice. The Notice shall also state that the employee's request for a hearing must be received by the City within fifteen (15) calendar days after the Notice is personally served or mailed. (Please refer to section 11505 for what should be included in the Notice of Discipline.)

- E. The employee may file an appeal of the disciplinary action to the Personnel Advisory Board (Board) by submitting an appeal to the Human Resources Office within fifteen (15) calendar days of being served with the Notice of Discipline. The appeal shall constitute a request for a hearing, any objection to the factual basis for the discipline, objection to the form of the Notice of Discipline, procedural objection, or any other grounds for defense. (See section 11506 for what should be included in a Notice of Defense by the employee.)
- F. Upon receipt of the request from the employee, the Human Resources Office shall set the matter for hearing before the Personnel Advisory Board (Board) as expeditiously as possible and shall give the employee and his representative written notice of the time and place of the hearing.
- G. The Board will conduct the hearing(s) as it deems necessary to determine the pertinent facts related to the disciplinary action with the ALJ presiding. (Section 11512.) The ALJ shall rule on the admission and exclusion of evidence and on matters of law. The Board shall exercise all other powers relating to the conduct of the hearing, but may delegate any or all of them to the ALJ. Such hearing(s) will be closed to the public unless the employee requesting the hearing(s) requests in advance that the hearing(s) be open to the public. The employee(s) and Fire Department representative(s) shall have the right to appear before the Board during such hearings and may have counsel present. If either party appears before the Board, both shall be present.

#### Conduct of Formal Hearing

1. A record of the hearing shall be made and kept by use of a certified shorthand reporter who shall be selected by the City. The per diem fee of the shorthand reporter shall be borne by the City. The costs of transcription shall be borne by the party ordering the transcript.
2. All fees and expenses of the ALJ shall be borne by the City.
3. All fees and expenses related to the securing of a representative and/or legal counsel, witness fees and other expenses attendant to the presentation of evidence, shall be borne by the party at whose direction said expense is incurred.
4. At the time set for the hearing, the Board, with the assistance of the ALJ, shall hear, *de novo*, and consider the evidence presented on behalf of the appointing authority which purportedly constitutes the grounds for the disciplinary action. The employee shall have the right to cross-examine any witness called. Thereafter, the employee shall be given the opportunity to present any competent and relevant evidence and to be represented by an attorney or other person, employed at such employee's expense, in a representative capacity.
5. Proceedings before the Board need not be conducted in strict conformity with the rules of evidence as applied in a court of law, but all parties shall observe the

substance of the rules of evidence, to the end that the matter may be fully heard and determined upon reliable evidentiary matter. Hearsay that would be inadmissible in a civil or criminal proceeding cannot in and of itself support a finding by the hearing officer without corroboration. In general, the hearing officer shall admit evidence, including hearsay, which is of such reliability that reasonable persons rely upon it in the conduct of serious matters such as the hearing.

6. The burdens of proof and production of evidence on the charges shall be borne by the Department. The standard of proof shall be by a preponderance of the evidence. The employee will have the burden of proof on any affirmative defenses.
  7. The ALJ shall rule on all questions pertaining to procedure, in connection with hearings held before the Board and the administrative law judge, provided that the Board shall retain the right to overrule the ALJ on any determination made by majority vote.
  8. No later than ten (10) days prior to the date of commencement of the hearing the parties shall exchange lists of witnesses each intends to call at the hearing, and a list of documents it intends to introduce at the hearing. Copies of such documents shall be attached to the list provided for herein. They shall be served on opposing side on or before the tenth (10th) day prior to commencement of the hearing. Absent a showing of good cause, failure to comply with these requirements shall result in exclusion of witness testimony and/or rejection of exhibits not designated in the submissions. These disclosure requirements do not apply to rebuttal witnesses. Neither party to the proceedings shall issue threats or take other actions reasonably calculated to discourage an identified witness from either testifying or from testifying other than consistent with the witnesses' best recollection and honest belief as to matters within his/her knowledge. However, the act of interviewing a witness shall not in and of itself be deemed violative of this section.
  9. The Board and/or the ALJ shall be empowered to issue subpoenas for the production of persons and documents. The Board and/or the ALJ shall designate the subpoena form to be utilized in such case. The California Code of Procedure, Evidence Code and other applicable statutes shall apply to the validity and processing of subpoenas and to the method of service of the same.
- H. The Board shall prepare and certify its findings and recommendations in writing and submit them to the City Manager for review. The Secretary of the Board shall give written notice to the employee and the Fire Chief of its determination. A copy of the findings and recommendations shall be provided to the employee.
- I. The Board, with the assistance of the ALJ shall recommend to the City Manager to affirm, reverse or modify the decision appealed. The City Manager's decision shall constitute final administrative action by the City.
- J. Within 21 calendar days of receiving the Board's written findings and recommendations, the

City Manager will issue his/her decision adopting, rejecting or modifying the discipline. The City Manager's decision shall become effective thirty (30) days after delivered or mailed to the employee.

- K. Continuances - A party shall apply for any continuance within ten (10) working days following the time the party discovered or reasonably should have discovered the event or occurrence which establishes good cause for the continuance. A continuance may be granted for good cause after the ten (10) working days have elapsed if the party seeking the continuance is not responsible for and has made a good faith effort to prevent the condition or event establishing the good cause. (Section 11524.)
- L. Judicial Review - Judicial review of the City Manager's decision shall be sought within the time constraints of California Civil Procedure section 1094.6 (mandating that a petition for peremptory writ of mandate shall be filed not later than the 90th day following the date on which the City Manager's decision is mailed by first-class mail, postage pre-paid, including a copy of the affidavit or certificate of mailing).

## **Article XIV.** **Other Legal Clauses**

### Section 1. Non-discrimination

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

### Section 2. Severability

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

### Section 3. Strikes, Work Stoppages and Slowdowns

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

Section 4. Applicability of Memorandum of Understanding

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

Section 5. Acknowledgement

This Memorandum of Understanding also recognizes the continuing efforts of the Santa Fe Springs Firemen's Association in assisting the City of Santa Fe Springs in filling the budget gap caused by the economic recession through concessions in pay and benefits for their represented members.

Section 6. Ratification and Execution

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

**City of Santa Fe Springs**

**Santa Fe Springs Firemen's Association**

\_\_\_\_\_  
John Mora, Mayor

\_\_\_\_\_  
Kurt Buckwalter, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPENDIX A: JOB TITLES & SALARY SCHEDULE

PAYROLL SYSTEM  
TIME 2:25 PM

CITY OF SANTA FE SPRINGS  
SALARY TABLES BY CLASS  
EFFECTIVE DATE: 08/13/2020

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DATE 08-18-2020

CLASS UNIT	JOB TITLE	STEP	MONTHLY	BI-WEEKLY	HOURLY	ANNUAL HOURS
01700 BAT	FIRE CHIEF	A- 1	11396.940	5260.126	65.752	2080.00
		B- 2	12025.017	5550.008	69.375	
		C- 3	12686.699	5855.400	73.192	
		D- 4	13385.465	6177.907	77.224	
		E- 5	14122.471	6518.064	81.476	
03000 BAT	BATTALION CHIEF	A- 1	10374.865	4788.399	42.754	2912.00
		B- 2	10898.650	5030.146	44.912	
		C- 3	11449.085	5284.193	47.180	
		D- 4	12005.317	5540.916	49.472	
		E- 5	12609.060	5819.566	51.960	

CLASS UNIT	JOB TITLE	STEP	MONTHLY	BI-WEEKLY	HOURLY	ANNUAL HOURS		
12000 FIRE	DIR OF EPD-FPB	A- 1	10374.865	4788.399	59.855	2080.00		
		B- 2	10898.650	5030.146	62.877			
		C- 3	11449.085	5284.193	66.052			
		D- 4	12005.317	5540.916	69.261			
		E- 5	12609.060	5819.566	72.745			
12200 FIRE	ENVIRON PROGRAM MGR	A- 1	8839.437	4079.740	50.997	2080.00		
		12210 FIRE	DEPUTY FIRE MARSHAL	B- 2	9325.607		4304.126	53.802
				C- 3	9838.514		4540.853	56.761
				D- 4	10379.633		4790.600	59.882
				E- 5	10950.512		5054.082	63.176
12300 FIRE	FIRE&ENV SAF INSP II	A- 1	7167.556	3308.103	41.351	2080.00		
		B- 2	7561.770	3490.048	43.626			
		C- 3	7977.667	3682.000	46.025			
		D- 4	8416.440	3884.511	48.556			
		E- 5	8879.345	4098.159	51.227			
12800 FIRE	FIRE CAPTAIN	A- 1	8431.532	3891.476	33.807	2992.86		
		B- 2	8875.360	4096.320	35.586			
		C- 3	9365.537	4322.556	37.552			
		D- 4	9851.081	4546.653	39.498			
		E- 5	10388.770	4794.817	41.654			
13110 FIRE	EPD-FPB SPECIALIST	A- 1	8022.472	3702.679	46.283	2080.00		
		B- 2	8448.915	3899.499	48.744			
		C- 3	8893.900	4104.877	51.311			
		D- 4	9365.537	4322.556	54.032			
		E- 5	9863.828	4552.536	56.907			
13810 FIRE	FIRE ENGINEER	A- 1	7239.113	3341.129	29.026	2992.86		
		B- 2	7618.045	3516.021	30.545			
		C- 3	8028.265	3705.353	32.190			
		D- 4	8431.532	3891.476	33.807			
		E- 5	8999.221	4153.487	36.083			
14810 FIRE	FIRE/ENV SFT INSP I	A- 1	6223.992	2872.612	35.908	2080.00		
		B- 2	6550.777	3023.436	37.793			
		C- 3	6893.787	3181.748	39.772			
		D- 4	7255.337	3348.617	41.858			
		E- 5	7636.586	3524.578	44.057			
15200 FIRE	FF/PARA II	A- 1	7220.464	3332.522	28.951	2992.86		
		B- 2	7617.589	3515.810	30.543			
		C- 3	8036.556	3709.180	32.223			
		D- 4	8478.566	3913.184	33.995			
		E- 5	8944.888	4128.410	35.865			

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

**PURPOSE:**

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

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

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

**POLICY:**

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

City employees shall:

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

- Notify their supervisors before beginning work when they are taking legally prescribed medications which could foreseeably interfere with the safe and effective performance of their duties or the operation of City equipment.

The use of illegal drugs or controlled substances, on or off the job, by City employees will not be tolerated and is a ground for immediate termination.

The use of medications prescribed by licensed physicians is not a violation of this policy. Employees who fail to notify their supervisors that they are taking prescribed medications, which could foreseeably interfere with the safe and effective performance of their duties or the operation of City equipment, may be disciplined up to and including termination. In the event there is a question regarding an employee's ability to safely perform assigned duties while using such prescribed medications, clearance by a licensed physician may be required.

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

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

### **REHABILITATION**

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

### **GROUNDS FOR DRUG TESTING**

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

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

- Involvement in a workplace accident where it appears the employee's conduct is at fault;
- Physical altercation;
- Verbal altercation;

- Unusual behavior;
- Possession of alcohol or drugs;
- Physical impairment such as slurred speech, unsteady gait, inability to walk a straight line, shaking, erratic movement or glazed, dilated pupils;
- Apparent disorientation or confusion without apparent reason;
- Alcohol odor on breath;
- Information obtained from a reliable person with personal knowledge;
- Unsafe work behavior that endangers the employee, fellow employees, or the public, such as the reckless handling of equipment or City vehicles.

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

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

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

### **ALCOHOL AND DRUG ANALYSIS:**

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

### **DRUG RESULTS**

#### **1. Pre-Employment Physical**

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

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

verification, or (c) the drug is one that is likely to impair the applicant's ability to perform the job duties.

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

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

If a drug screen is positive, the employee must provide, within 24 hours of the City's request, a bone fide verification of a valid current prescription for the drug(s) identified in the drug screen. The medical prescription must be in the employee's name. The employee may be subject to discipline, up to and including termination if: (a) the prescription is not in the employee's name, (b) the employee does not provide acceptable verification, or (c) the employee had not previously notify his/her supervisor of the prescription drug.

### **ACTIONS AFTER TESTING**

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

### **CONFIDENTIALITY**

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

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

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

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

**POLICY:**

Definition of Electronic Mail (e-mail):

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

Records Management:

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

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

Privacy:

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

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

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

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

Access Limitations:

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

Prohibited Use of Electronic Mail:

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

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

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

### Receipt of Inappropriate Electronic-Mail:

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

### Email Guidelines:

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

Employees are to:

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

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

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

**POLICY:**

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

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

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

**POLICY COVERAGE:**

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

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

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

**DEFINITIONS**

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

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

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

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

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

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

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

The safety and health program will include:

- Providing mechanical and physical safeguards to the maximum extent possible.
- Conducting safety and health inspections to find, eliminate or control safety and health hazards as well as unsafe working conditions and practices, and to comply fully with the safety and health standards for every job.
- Training all employees in good safety and health practices.
- Providing necessary personal protective equipment, and instructions for use and care.
- Developing and enforcing safety and health rules, and requiring that employees cooperate with these rules as a condition of employment.
- Investigating, promptly and thoroughly, every accident to find out what caused it and correcting the problem so it won't happen again.

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

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

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

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

## **COMPLAINT PROCEDURE**

1. An applicant, employee, volunteer or independent contractor who believes that he/she has been harassed, discriminated against or retaliated against should immediately submit a written and/or verbal complaint to the City regarding the facts of the incident(s) and the name(s) of the individual(s) involved. There is no need to follow the chain of command:
  - a) Immediate supervisor;
  - b) Any supervisor or manager within or outside of the department;
  - c) Department Head; or
  - d) Human Resources Manager.
2. If the complaint is against a Department Head, the complainant submits his/her complaint directly to the City Manager.
3. A supervisor or department head who receives a complaint, or otherwise becomes aware of a violation of this policy, must immediately notify the Human Resources Manager about the complaint and/or policy violation. Failure to do so may result in disciplinary action, up to and including termination.
4. Upon receiving notice of a complaint alleging harassment/discrimination/retaliation, the Human Resources Manager, or another individual designated by the City Manager, shall:
  - a) Authorize and supervise the investigation of the complaint and/or investigate the complaint. The investigation will include interviews with: i) the complainant; ii) the accused harasser; and iii) other persons who have relevant knowledge concerning the complaint.
  - b) Review the factual information gathered through the investigation to determine whether the alleged conduct constitutes harassment, discrimination or retaliation giving consideration to all factual information, the totality of the circumstances, including the nature of the conduct, and the context in which the alleged incidents occurred.
  - c) Report a summary of the determination as to whether harassment occurred to appropriate persons, including the complainant, the alleged harasser, the supervisor, and the department head. If discipline is imposed, the level of discipline will not be communicated to the complainant.
5. If conduct in violation of this Policy occurred, the Human Resources Manager or another individual designated by the City Manager, shall:

- a) Take and/or recommend to the appointing authority prompt and effective remedial action where the action is commensurate with the severity of the offense;
  - b) Take reasonable steps to protect the complainant from further harassment, discrimination or retaliation; and
  - c) Take reasonable steps to protect the complainant from retaliation as a result of communicating the complaint.
6. If the complaint is against a patron of City services, the City will take reasonable steps within its power to investigate and remediate the problem.

### **INVESTIGATION**

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

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

### **CONFIDENTIALITY**

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

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

**POLICY:**

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

**WAGES AND BENEFITS:**

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

**RE-EMPLOYMENT:**

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

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

**PURPOSE**

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

**POLICY**

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

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

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

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

**I. SYMPTOMS OF POTENTIAL VIOLENT BEHAVIOR:**

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

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

## II. DEFINITIONS:

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

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

### III. LEVELS OF VIOLENCE:

#### A. Level I

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

#### B. Level II

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

#### C. Level III

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

#### IV. RESPONSIBILITIES:

##### A. Levels I and II

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

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

- c. Get copies of restraining orders if the individual appears at City facility and allow employees to be informed of the provisions of the restraining order such as distance limitations.
- d. If an individual, who has allegedly made a threat, unexpectedly arrives at the workplace, the employee making the observation shall notify their supervisor who will then advise the Department Head and call for law enforcement assistance, if needed.

3. Investigations - all reported acts of threats of violence will be investigated by the Whittier Police Department, Police Services Department, with the assistance of the Human Resources Office.

- a. Prior to beginning any investigation, the investigating officers must become aware of the employee's rights in such circumstances. This shall be done prior to the interviewing of any witnesses or accused employee.
- b. Through regular fact-finding procedures, document what was said and what was heard when the alleged threat was made:
  - (1) Who committed the act of violence and the names of any victims or witnesses?
  - (2) What was said or done (be as accurate as possible)?
  - (3) When did the incident occur?
  - (4) Where did the incident take place?
  - (5) Why was the act committed?
- c. Collect written statements from everyone involved. Take pictures of personal injuries and/or property damaged.
- d. The Human Resources Office shall maintain files and records relating to workplace violence.

## B. Level III

1. Supervisors and managers:

- a. Call 911 and request assistance
- b. Assist the responding agencies as directed by containing the area and providing necessary information
- c. Notify the Department Head and the Human Resources Office of the incident and action taken
- d. Document all pertinent information and assist the Human Resources Office and Threat Management Team with the administrative investigation

2. Human Resources Office:

- a. Dispatch a representative to the incident location to work with the responding law enforcement, fire agencies and Police Services' Crisis Incident Team.
- b. Activate the Threat Management Team and the Police Services Department's Crisis Incident Team.
- c. Work with responding agencies/departments to obtain all necessary facts and evaluate the situation for the best course of action, e.g., the closure of City facilities or services for a period of time, sending employees home, and/or immediate disciplinary action.
- d. Assist traumatized or affected employees as needed by coordinating immediate non-emergency transportation, trauma assistance, contacting Police

Services' Crisis Incident Team, family members or next-of-kin, if needed.

- e. Ensure that appropriate safety procedures are followed for risk management purposes.
- f. Keep appropriate management personnel and City Attorney, if necessary, apprised of the situation at hand.
- g. At the end of the incident, coordinate the administrative investigation with the appropriate departments, Threat Management Team, and support personnel.
- h. Assess the need for and coordinate follow-up crisis counseling and employee assistance with the Threat Management Team and Police Services' Crisis Incident Team.

3. Department of Police Services:

- a. Take action to mitigate any immediate danger
- b. Assess the need for police intervention in a non-emergency situation
- c. When applicable, complete a police report
- d. Advise the victim of the option to obtain a civil restraining order against the identified suspect(s)
- e. Facilitate appropriate searches for dangerous weapons on City property or pursuant to a criminal or administrative investigation
- f. Advise all parties that the criminal investigative interviews take precedence over administrative interviews of the involved parties
- g. Provide or obtain professional counseling for victim(s)
- h. Advise and dispatch Crisis Incident Team

4. Fire Department:

- a. Provide immediate medical treatment, if needed
- b. Coordinate additional fire/medical responses. \*All direction of fire/police/ medical will be through their respective chains of command. Firefighters and emergency personnel shall not enter an unsecured location to address first aid and other property/life threatening conditions until they are advised that it is safe to enter by the police.
- c. Maintain an update of the status of the incident

5. City Attorney

- a. Upon notification of the incident, assess the need for legal assistance
- b. Make contact with City Manager and Human Resources Office
- c. Assist with administrative investigation by reviewing facts and evidence, and directing staff on course of action
- d. Advise staff on legal issues to protect the City from potential claims and litigation, e.g., personnel, safety, medical and political issues

6. Threat Management Team:

As necessitate by the seriousness of the incident, the Human Resources Office may assemble the Threat Management Team to establish protocol in the event of a threat or violent incident that includes, but is not limited to:

- a. Evaluating potential violence programs

- b. Assessing an employee's fitness for duty through a mental health professional and Director of Intervention Services
- c. Selecting intervention techniques to include defusing and debriefing
- d. Establishing a plan for the protection of co-workers and other potential targets
- e. Coordinating with affected parties such as victims, witnesses, employees' families, media, or law enforcement personnel
- f. Referring victims to appropriate assistance and community service programs
- g. Assuring that immediate and ongoing counseling is available to traumatized individual(s) and their families.



## **NEW BUSINESS**

### Heritage Arts Advisory Committee (HAAC) Recommendation for Cancellation of 2021 SFS Art Fest Event

#### **RECOMMENDATION:**

- Approve the cancellation of the Professional Services Agreement and Amendment Number One to the Professional Services Agreement with Crepes & Grapes, LLC. for 2021 SFS Art Fest

#### **BACKGROUND**

At the November 12, 2020 City Council meeting, Council approved a Professional Services Agreement (PSA) with Crepes and Grapes Café, LLC. Sandra Hahn. The PSA was approved in the amount of \$49,600 for the 2021 Art Fest which included a Juried Film Exhibit and Collector's Night (now known as the Preview & Art Showcase).

At the time of the approval, it was determined that in the event the 2021 SFS Art Fest was canceled due to Covid-19, there would not be a virtual program. The costs of the virtual program were considered to be too cost prohibitive. In addition, payments to the consultant had been mostly deferred to further along in the planning process to allow for consideration of event cancellation.

With the resurgence in Covid-19 cases throughout the State of California, staff explored options for still holding the event, but later in the year. The best option found was to hold the event on November 5, 2021 with the Preview & Art Showcase scheduled for November 4, 2021. The consultant was in agreement with City staff regarding the date change. All exhibits in the original agreement were adjusted to accommodate this new event date, including the payment schedule. The City Council approved Amendment One to the PSA at the meeting of January 28, 2021. This amendment outlined the date changes and subsequent changes in the pay schedule.

The Art Fest Consultant, Sandra Hahn, received \$10,000 at the signing of the agreement. To date, the consultant has spent approximately \$4,000 on preparations for the event in the categories of Concept and Design, marketing, meetings with potential sponsors, filmmakers, and updating all materials associated with the event. With the new event date, the next payment of \$10,000 would have been made on August 23, 2021.

Since the approval of Amendment One, the Heritage Arts Advisory Committee (HAAC) have raised concerns regarding the timing of the 2021 Art Fest and felt that it is in the City's interest to cancel the event this year. At the Heritage Arts Advisory Committee meeting of March 30, 2021, members expressed their concern over holding the event in November 2021. The concerns were mainly about the feasibility of having an event in November and subsequently having another Art Fest in May 2022. Members felt that the time frame was too narrow and voiced concerns



# City of Santa Fe Springs

City Council Meeting

May 18, 2021

regarding fundraising, vendor issues, inclement weather, and the costs of having two major events in the same fiscal year. In addition, members felt that some COVID-19 restrictions or concerns may still be in place in November 2021. The members felt that it would be better to wait until May 2022 to hold the annual SFS Art Fest event. At the April 27, 2021 Heritage Arts Advisory Committee meeting, members voted unanimously to recommend the cancellation of the 2021 SFS Art Fest. Staff is in agreement with this recommendation.

The Art Fest Consultant, Sandra Hahn, has been paid \$10,000 under the terms of the agreement. She is willing to use those funds to offset her costs for next year's event.

## **LEGAL REVIEW**

The City Attorney has reviewed the addendum and revised exhibits to the Professional Services Agreement for Crepes and Grapes Café, LLC. Sandra Hahn.

## **FISCAL IMPACT**

The funding to cover the \$10,000.00 paid to the Art Consultant following the signing of the 2021 Art Fest Consultant Professional Services Agreement is included in the approved Public Art & Art Education program fund (10511001) and has no impact on the City's general fund. The Art Consultant has agreed to use the \$10,000 to offset costs for next year's event.

The Mayor may call upon Joyce Ryan, Library Services Division Director, to answer any questions the Council may have regarding the Professional Services Agreement.

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

Raymond R. Cruz  
City Manager

## **Attachments**

1. Professional Services Agreement with Crepes and Grapes, LLC. for the 2021 SFS Art Fest
2. Amendment Number One to Professional Services Agreement with Crepes & Grapes Café, LLC. for 2021 SFS ARTFEST
3. Revised Exhibits A - D

**CITY OF SANTA FE SPRINGS  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
CREPES & GRAPES CAFÉ, LLC  
FOR 2021 SFS ARTFEST**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 12th day of November, 2020 ("Effective Date"), by and between the CITY OF SANTA FE SPRINGS, a municipal corporation ("CITY"), and Crepes & Grapes Café, LLC., a California corporation ("Consultant").

**WITNESSETH:**

WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide consulting services for the 2021 Art Fest event, as more fully described herein; and

WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary requirements to practice and perform the services herein contemplated; and

WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

WHEREAS, no official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. Scope of Services. Consultant shall provide the professional services described and attached hereto as Exhibit "A" and Consultant's Consultant's Proposal, attached hereto as Exhibit "B," both incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional Consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the

matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other Consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement by this reference (the "Fee Schedule"). Consultant's total compensation shall not exceed \$49,600.00 (dollars).

2.2. Additional Services. Consultant shall not receive compensation for any services

provided outside the scope of services specified in Exhibits A and B unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within twenty-five (25) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until two (2) years after termination of this Agreement.

### **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Except for rain, neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, pandemics, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of seven months, ending on June 12, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by additional 1 year period upon mutual written agreement of both parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be

prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

## **5.0. INSURANCE**

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Santa Fe Springs and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Santa Fe Springs, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Santa Fe Springs shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Santa Fe Springs, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "E" and incorporated herein by this reference.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

## **6.0. GENERAL PROVISIONS**

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including

exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Crepes & Grapes, LLC.  
Sandra Hahn  
6560 Greenleaf Ave.  
Whittier Ca, 90601

Tel:(562) 696-3255  
Cell: (562) 708-1475

IF TO CITY:

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

Tel: (562) 868-0511

Attn: Maricela Balderas, Director  
Department of Community  
Services

Courtesy copy to:  
City of Santa Fe Springs  
9255 Pioneer Blvd  
Santa Fe Springs, CA 90670  
Attn: Joyce Ryan  
Library Services Director

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all

costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles, California.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable

worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and sub Consultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and sub Consultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or sub Consultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

**CONSULTANT**

Sandra P. Hahn  
Signature

Date: 12/7/2020

Sandra P. Hahn  
Sandra Hahn, Chief Executive Officer

43-2048551  
Social Security or Taxpayer ID Number

**CITY OF SANTA FE SPRINGS**

William K. Rounds  
William K. Rounds  
Mayor

Date: 11/16/2020

ATTEST:



\_\_\_\_\_  
Janet Martinez, City Clerk

APPROVED AS TO FORM:



\_\_\_\_\_  
Ivy M. Tsai, City Attorney

Date: 11/24/20

APPROVED AS TO CONTENT:



\_\_\_\_\_  
Joyce Ryan  
Project Manager

Date: 11/19/20

DEPARTMENTAL APPROVAL:



\_\_\_\_\_  
Maricela Balderas  
Director of Community Services

Date: 11/20/20

## EXHIBIT A

### SCOPE OF SERVICES

#### ***Artist Recruitment***

- "Calling All Artists"—Commission professional artists, and recruit youth artists in local middle schools, high schools, colleges and non-profit organizations. Recruit and secure approximately 175 Artists with no more than two pieces of art per artist; medium of art should include but not limited to:
  - Fine Arts
  - Chalk artists (to provide live artwork in the making)
  - Street Art
  - Educational workshops/crafts
  - Caricature artist
  - Poetry
  - Performing artist/Live Installations
- Recruit and coordinate selection of two featured artists. Consultant shall provide a proposal of recommended Artists to be featured. The proposal shall include a biography and pictures of the artist's work which will be presented to the Heritage Arts Advisory Committee (HAAC). The HAAC will then select and vote on the featured and guest artists.
- Coordinate an informational artist recruitment orientation with local school administrators and organizations to communicate all requirements of artists and art fest application submittals.
- Help recruit and secure no less than twenty (20) pop-up artist vendors to include cultural jewelry, handcrafted items, textiles, etc.

#### ***Jury Competition and Art Handling of Awards***

- Art Handling: Responsible for the handling of all artworks as well as transportation of all art.
- Coordinate all efforts with selected jury panel for art jury competition. Awards for Art Exhibit Categories: Painting, Sculpture, Photography, and Mixed Media.
- Best of Show Trophies & Ribbons will be rewarded.
- Consultant will provide honorariums for jury and awards.

#### ***Juried Film International Exhibit / Film Freeway Platform***

- Shall provide "Open Call" for emerging filmmakers through Film Freeway.
- Recruitment of filmmakers will include a biography and cinematic screen shots of the artist's work.
- Approximately 8-15 filmmakers will be selected; dependent on film duration. Filmmakers will present their body of work. Set-up will include a filmmaker discussion during the festival.
- Consultant will provide materials and staff.
- Consultant will provide honorarium for host & film director.

#### ***Preview & Art Showcase - Thursday, May 6, 2021***

- Coordinate all art with mediums, that have been judged, will be on display throughout select areas of the Clarke Estate. There will be opportunities to meet with artists, film directors, actors and the business community.

- Consultant shall provide staffing and arrange refreshments.

#### ***Donations/Sponsorships/Silent Auction***

- Solicit potential sponsorships, and donations for to support Art Fest event. Consultant will receive a 10% finders fees for any secured sponsorships.
- Obtain artist artwork or other donations for silent auction component.
- Use auction software that specifically supports mobile virtual bidding and auction website creation; creation of an online auction catalog with our auction items; creation of description, starting bids and/or buy-it-now options.
- Consultant to heavily promote online pre-registration including pre-registration of payment methods.

#### ***Curation of art***

- Receive, review and approve artist applications, oversee cataloging and documentation of all artwork, work with Artists on providing proper packaging of art for transportation. Cataloging Protocols should include a database file that possesses the following information: Artist Name, Name of Art Piece, Sale Price, Medium, Size, Photo and Location of Art / Artist.
- Collect, secure and store all submitted art work. City to provided location.
- Coordinate with Art Fest planning committee (City Staff) event layout and art components. Identify medium categories and display locations.

#### ***“Chalking It Up”***

- Consultant shall provide “Open Call” for chalk artists to submit their work (i.e. a vivid sketch, statement, etc.). Selecting 2-4 artists to create live installations. Selected artists will be designated in areas throughout the festival grounds for a live competition.
- Consultant will provide collateral materials, recruitments, and jury packets.
- Consultant will provide awards and staffing.

#### ***Marketing***

- Collaborate and consult the CITY’s Social Media Administrator to promote and market ARTFEST 2021 through each Party’s social media forums (i.e. Facebook, Twitter, and Instagram) which identifies marketing partnership under the Consultants name or business name.
- Attend various art events/shows (number & locations negotiable) representing the City throughout Southern California to promote and recruit participation in the 2021 SFS Art Fest.

#### **Art Fest Event Implementation:**

- Coordinate artist check-in and artwork drop to include completion of all necessary waivers.
- Plan and coordinate with City staff hanging of all artwork. Consultant shall solely be responsible for the handling of all artworks. This includes the following: 1) the hanging of all art as well as the transportation of all art; 2) All tools and equipment necessary to execute this directive. Consultant may use the City owned art displays, equipment, materials, such as ladders, display panels, hanging grids, hooks and easels.

- Responsible for labeling and tagging of all artwork, once hung. Consultant to provide art labeling and tags (City of SFS logo provided by City staff).
- Work collaboratively with CITY staff to conduct all sales of art at the Art Fest event. City will provide receipt to purchaser(s) of art sold; Consultant shall tag displayed items as sold; City staff will conduct all reporting of items sold and money collected; Report will include: Artist Info, Buyers Name and Contact Information including email, Sale Price, Artwork Name
- Consultant will be responsible for the take down and proper storage of artwork. Consultant will schedule pick up dates of Artwork at the Clarke Estate following the Art Fest event. Dates and times are to be negotiated with Consultant for the return of artwork. All uncollected artwork and silent auction items will be forfeited to the CITY and will be used as raffle items for future Art Fest events.

#### **Post Art Fest and Evaluation**

- Consultant will provide the City with a written evaluation report of all participating artists. Report will include an analysis of the marketing effort, the preparation process, the Art Fest event, the total of artists and Catalogue, pop-up artist and vendors, and total sales from Art Fest (City staff will provide financial information).

## **EXHIBIT B**

### **CONSULTANT'S PROPOSALS**

## 2021 SFS ARTFEST

## PLAN A - PROPOSAL BUDGET

09/25/20 1st draft

ART INCOME	
City SFS Budget 48,000K	\$0
Art Sales	\$1,000
Silent Art Auction	\$2,500
Art Sponsorships	\$2,000
<b>TOTAL PROJECTED INCOME</b>	<b>\$5,500</b>



MAY 7TH, 2021 ART FESTIVAL EXPENSES	
<b>CONSULTANT FEE BREAKDOWN</b>	
<p><b>MARKETING / ADVERTISING</b></p> <ul style="list-style-type: none"> <li>- Collaborate and consult the CITY's Social Media Administrator to promote and market ARTFEST 2021 through each Parties social media forums (i.e. Facebook, Twitter, and Instagram) which identifies marketing partnership under the Consultants name or business name.</li> <li>- Attend various art events/shows (number &amp; locations negotiable) representing the City throughout Southern California to promote and recruit participation in the 2021 SFS Art Fest.</li> </ul>	\$5,300
<p><b>DESIGN CONCEPT MATERIALS</b></p> <p>Design for print and visual marketing materials. "Call to Artists" postcards, Save the date cards, sponsorship brochure, event map program, designs website, social media banners, Chamber ADs, billboard, Silent Auction, Film Fest and other supporting materials.</p>	\$5,800
<p><b>PRINT COLLATERAL MATERIALS</b></p> <p>Postcards 10K, save-the-date fillers 10K, map event program 200pc. sponsorship brochure 200pc and artist banners. (SFS City responsible for postage &amp; bulk mail expenses)</p>	\$5,500
<p><b>DEDICATED WEBSITES</b></p> <p>Manage and update applications for artists, vendors, and sponsorships as well as marketing efforts - <a href="http://www.artcrawlfest.com">www.artcrawlfest.com</a> / We will be linking the Heritage Arts Advisory Committee &amp; SFS City.</p>	\$5,500
<p><b>PREVIEW &amp; ART SHOWCASE - THURSDAY, MAY 6, 2021</b></p> <ul style="list-style-type: none"> <li>- Coordinate all art with mediums, that have been judged, will be on display throughout select areas of the Clarke Estate. There will be opportunities to meet with artists, film Directors, actors and the business community.</li> <li>- Consultant shall provide staffing and arrange refreshments.</li> </ul>	\$2,800
<p><b>FEATURED ARTISTS</b></p> <p>Recruit and or coordinate selection of featured artists; recommendation for two Feature Artists / Fine Arts and Film. The proposal shall include a biography and pictures of the artist's work which will be presented to the Heritage Arts Advisory Committee (HAAC). <i>The two featured artist and guest artist would receive a stipend, solely responsible for the handling of all artworks and art transportation by the Art Consultant.</i></p>	\$3,500
<p><b>ARTIST RECRUITMENT &amp; CURATION OF ART</b></p> <ul style="list-style-type: none"> <li>- "Calling All Artists"-Commission professional artist, and recruit youth artists in local middle schools, high schools, colleges and non-profit organizations. Recruit and secure no more than 175 Artists with no more than two pieces of art per artist. Medium of art should include but not limited to:                     <ul style="list-style-type: none"> <li>• Fine Art: Visual art considered to have been created primarily for aesthetic purposes and judged for its beauty and meaningfulness, specifically, painting, sculpture, drawing, watercolor, and mixed media.</li> <li>• Chalk Artists - to provide live artwork in the making. Artists Fees paid by SFS City</li> <li>• Street Art / Caricature Artist</li> <li>• Educational Workshops / Crafts</li> <li>• Performing Artist / Live Installations / Poetry / Spoken Word</li> </ul> </li> <li>- Coordinate an informational artist recruitment orientation with local school administrators and organizations to communicate all requirements of artists and art fest application submittals.</li> <li>- Help recruit and secure no less than Twenty (20) pop-up artist vendors to include cultural jewelry, handcrafted items, textiles, etc.</li> <li>- Collect, secure and store all submitted art work. City to provided location.</li> <li>- Coordinate with Art Fest planning committee (City Staff) event layout and art components. Identify medium categories and display locations.</li> </ul>	\$8,900

MAY 7TH, 2021 ART FESTIVAL EXPENSES	
<p><b>ART FEST EVENT IMPLEMENTATION:</b></p> <ul style="list-style-type: none"> <li>- Coordinate artist check-in and artwork drop to include completion of all necessary waivers.</li> <li>- Plan and coordinate with City staff hanging of all artwork. Consultant shall solely be responsible for the handling of all artworks. This includes the following: 1) the hanging of all art as well as the transportation of all art; 2) All tools and equipment necessary to execute this directive. Consultant may use the City owned art displays, equipment, materials, such as ladders, display panels, hanging grids, portable walls, hooks and easels.</li> <li>- Responsible for labeling and tagging of all artwork, once hung. Consultant to provide art labeling and tags (City of SFS logo provided by City staff).</li> <li>- Work collaboratively with CITY staff to conduct all sales of art at the Art Fest event. City will provide receipt to purchaser(s) of art sold; Consultant shall tag displayed items as sold; City staff will conduct all reporting of items sold and money collected; Report will include: Artist Info, Buyers Name and Contact Information including email, Sale Price, Artwork Name</li> <li>- Consultant will be responsible for the take down and proper storage of artwork. Consultant will schedule pick up dates of Artwork at the Clarke Estate following the Art Fest event. Dates and times are to be negotiated with Consultant for the return of artwork. All uncollected artwork and silent auction items will be forfeited to the CITY and will be used as raffle items for future Art Fest events.</li> </ul>	\$4,800
<p><b>JURY COMPETITION AND ART HANDLING OF AWARDS</b></p> <ul style="list-style-type: none"> <li>- Art Handling: Responsible for the handling of all artworks as well as transportation of all art.</li> <li>- Coordinate all efforts with selected jury panel for art jury competition. Awards for Art Exhibit Categories: Painting, Sculpture, Photography, and Mixed Media.</li> <li>- Best of Show Ribbons will be rewarded.</li> <li>- Consultant will provide honorariums for jury and awards.</li> </ul>	\$3,000
<p><b>SILENT ART AUCTION</b></p> <p>Proceeds from the silent auction will benefit all of the Heritage Arts Advisory Committee programs which will provide arts education to under-served youth in the community.</p> <ul style="list-style-type: none"> <li>• Using auction software that specifically supports mobile bidding and auction website creation.</li> <li>• Creating an online item catalog with our auction items</li> <li>• Descriptions, starting bids, and/or buy-it-now options</li> <li>• Heavily promoting online pre-registration</li> <li>• Including pre-registering payment methods</li> <li>• Setting a timeframe for the online auction spanning several days (rather than a single one-time event).</li> <li>• Shipping and or dropping items to winning bidders in a timely manner / (some service fees may apply)</li> </ul>	\$2,000
<p><b>JURIED FILM INTERNATIONAL EXHIBIT / FILM FREEWAY / FEATURED FILM ARTIST</b></p> <ul style="list-style-type: none"> <li>- Shall provide "Open Call" for emerging filmmakers through Film Freeway.</li> <li>- Recruitment of filmmakers will include a biography and cinematic screen shots of the artist's work.</li> <li>- Approximately 8-15 Filmmakers will be selected; dependent on film duration. Filmmakers will present their body of work. Set-up will include a filmmaker outdoor discussion during the festival.</li> <li>- Recruitment of 2-3 multi media filmmakers to create installations.</li> <li>- Consultant will provide materials, staff, honorarium for host &amp; film director.</li> </ul>	\$3,500
<p><b>POST ART FEST / EVALUATION</b></p> <ul style="list-style-type: none"> <li>- Consultant will provide the City with a written evaluation report of all participating artists. Report will include an analysis of the marketing effort, the preparation process, Art Fest virtual event, the total of artists and Catalogue, pop-up artist and vendors, and total sales from Art Fest (City staff will provide financial report).</li> </ul>	\$1,000
<p><b>2021 PAYMENT SCHEDULE "A"</b></p> <ol style="list-style-type: none"> <li>1. Execution of the Agreement: \$10,000</li> <li>2. Completion of artist recruitment orientation February 15th 2021: \$10,000</li> <li>3. Payment on April 20, 2021: \$10,000</li> <li>4. Completion of event on May 7, 2021: \$17,000</li> <li>5. Post-SFS ARTFEST evaluation report: \$2,600</li> </ol>	
<b>TOTAL:</b>	<b>\$49,600</b>

**EXHIBIT C**  
**FEE SCHEDULE**

In full consideration for the rendering of the services hereunder, and for any rights granted or relinquished by the Consultant under this Agreement, the CITY shall compensate the Consultant in accordance with the following payment schedule.

1. Upon execution of the Agreement, the Consultant shall be paid \$10,000;
2. Upon completion of the informational artist recruitment orientation meeting by February 12, 2021 (date and time of meeting to be determined by CITY and Consultant) the Consultant shall be paid \$10,000;
3. Payment on April 15, 2021, the Consultant shall be paid \$10,000;
4. Upon completion of the SFS ARTFEST event on May 7, 2021, the Consultant shall be paid \$17,000; and
5. Upon completion of the Post-SFS ARTFEST evaluation report, the Consultant shall be paid \$2,600.

## EXHIBIT D

### PROJECT SCHEDULE

#### Meetings with City

Consultant shall attend the following scheduled meetings with SFS ARTFEST Contract CITY Administrator to provide updates or TBD:

- 3rd Tuesday of the month, November – December, 2020 (time to be determined by CITY)
- 2nd Tuesday of the month, January – March, 2021 (time to be determined by CITY)
- Meeting dates may be changed at the mutual consent of both Parties.
- Additional meetings may be scheduled at the request of CITY and Heritage Arts Advisory Committee (HAAC)

#### CONSULTANT LIST OF DELIVERABLES

The following deliverables shall be managed by the Consultant. Consultant shall provide all deliverables in accordance with the mutually agreed upon timelines as stated herein. All reports shall be delivered electronically in PDF format.

a. **Cataloging Protocols:** Consultant shall provide the CITY with a database (Excel) file that includes the following information per the requested dates / timeline herein.

- Artist Name
- Name of Art Piece
- Sale Price
- Medium
- Size
- Submitted Artwork Photos
- General Artist Information (phone, mailing address, school (if applicable), etc.)

**Pre- Art Fest Preparation** - Consultant shall provide the CITY with a schedule indicating the completion of tasks and providing the following information per the requested dates / timeline herein. During the Pre-Art Fest preparation, the Consultant shall conduct, perform, and complete the following services:

- a. Consultant shall design and print the visual marketing materials (i.e., "Call to Artist" postcards, flyers, posters, map program, and sponsorship brochure). In addition, Consultant shall design ad for the electronic CITY billboards, with CITY's approval and specifications. Call to Artist marketing materials shall be disseminated not later than December 30, 2020 and continue promotion through April 17, 2021.
- b. Consultant shall collaborate and consult the CITY's Social Media Administrator for cross promotions and marketing material using CITY's logo and/or approved designs involving SFS ARTFEST 2021 through each Party's social media forums (i.e., Facebook, Twitter, and Instagram) which identifies the marketing partnership under the Consultant's website name "Artcrawlfest.com". Social media marketing involving the CITY's logo and/or designs shall be approved by the CITY Administrator.

- c. Art Fest Event Promotional Flyers shall be disseminated no later than January 31, 2021 and should be made available until date of event.
- d. Consultant shall design and market "Silent Auction" materials, "Chalking It Up" Live installation competition, and Film Installation Screening and be approved by City by January 15, 2021.
- e. Distribution of "Calling All Artists" Promotional Card – Consultant shall routinely distribute, upon receipt from the City, to local art venues / studios including local shops, boutiques, stores, and colleges. Consultant shall provide CITY with a report of "Calling All Artists" distribution list. Distribution to contacts, facilities etc. begin no later than January 11, 2021 and remain available through April 17th, 2021. (CITY staff shall be responsible for distributing promotional cards within CITY facilities, residents and CITY schools).
- f. All Artwork designed by Consultant shall remain the sole property of the City to include both advertising materials and visual social media platforms.
- g. Consultant shall contact and recruit youth artists in the local high schools, middle schools and Colleges (i.e. Santa Fe High School, Pioneer High School, St. Paul High School, Lake Center, Rio Hondo College) and non-profit organizations no later than December 14, 2020.
- h. Consultant shall coordinate with the City to schedule an informational artist recruitment orientation lunch meeting provided by the CITY by January 2021 (Specific date to TBD by Consultant) or via Zoom. Desired schedule time shall take place between the hours of 11:30am – 3:00pm (exact time to be determined by City and Consultant).
- i. Consultant shall report back to CITY upon completion of these tasks. Report shall include venues, schools, contact information, and dates of established contact.
- j. Consultant shall provide a proposal of recommended Artists to be featured and/or be guests to the SFS Art Fest 2021. The proposal shall include a biography and pictures of the artist's work which will be presented to the Heritage Arts Advisory Committee (HAAC) at the November HAAC meeting. The HAAC will then select and vote on the featured and/or guest artist(s). The Featured Artist would receive a stipend and one guest artists would also receive a stipend provided by the CITY. Consultant shall be solely responsible for the handling of all artworks, art transportation and payment to artist from CITY. Consultant to provide ground staff (2-4) and working with assign CITY staff.
- k. Consultant shall recruit and secure between 150 and 200 exhibiting artists. Of those exhibiting artists: Between 75 and 100 student artists will be from local high schools, middle schools, colleges, and art schools with each student being required to submit no more than 2 pieces of artwork each; Between 100 and 150 artists from the greater Los Angeles area, state, national, and international regions. Each artist is required to submit two pieces of artwork each; Film Artists / Installations, each artist / filmmaker is required to submit 1 film piece with supporting visuals each; 4 Gallery Artists with one selected curator to represent artists, each artist will showcase between 5 and 10 pieces of artwork each; 30 Silent Auction items; and 20-30 Artist retail Vendors.
- l. Consultant will receive a 10% finders fees for any secured sponsorships. Consultant will notify CITY immediately of any secured sponsors and will submit documentation of all tenable sponsors for payment by April 16, 2021. Consultant will update solicitation promo cards, promote sponsorships for the SFS Art Fest 2021.
- m. Consultant shall not accept more than 10% of Dia de Los Muertos artwork submitted by artists.

- n. Art vendors submittals shall include but is not limited to the following:
- i. Fine arts
  - ii. Chalk Artists Performing / to provide Budget for live artwork in the making (location to be determined)
  - iii. Glass blowing artistry (to be determined, if possible, due to equipment needs)
  - iv. Face painting and balloon artists
  - v. Street Art (muralist providing live art on canvas)
  - vi. Budget for live artwork in the making (location to be determined)
  - vii. Educational workshops/crafts (professional / CITY staff driven)
  - viii. Caricature Artists
  - ix. Poetry (designate a poetry recital location)
  - x. Performing Artist (to be part of entertainment)
  - xi. Art Installations (i.e., Sculpture Garden)
  - xii. Film Installations
  - xiii. Photography
- o. Art Vendors shall consist of, but is not limited to pop-up artists, cultural jewelry, handcrafted items, textiles, non-profits, etc.
- p. Consultant shall provide staffing before, during open auction and closing of auction. Consultant is to ensure that the Silent Auctions run smoothly, on time, and handled thoroughly from start to finish including the database and final close-out with auction winners. Consultant will use auction software that specifically supports mobile virtual bidding and auction website creation; creation of an online auction catalog with our auction items; creation of description, starting bids and/or buy-it-now options. Consultant will ensure that all communication is maintained with CITY staff regarding all monetary closing tasks. All materials such as easels, tags, special Silent Auction art related items, tickets, and some collateral materials to produce a Silent Auction event will be provided by Consultant. CITY will provide easels, tables, and black tablecloths. CITY will be responsible to collect all sales at closing of Silent Auction and must meet prior with CITY logistics and staff to plan a collaborative customer services payment plan.
- Coordinate donations delivery and pick-up with artist and donors.
  - Maintain the Silent Auction database.
  - Input and update donations received in database.
  - Input all contact information from donor into database.
  - Keep track of all items received.
  - Determine starting values for each Silent Auction item.
  - Create bid sheets for each Silent Auction item.
  - Setup Silent Auction display tables and ensure all Silent Auction areas are ready by the Preview & Art Showcase on May 6, 2021. Tend to Silent Auctions throughout the evening.
  - Be in regular communication with Consultant's staff during Silent Auction.
  - Remove unclaimed items and return to respective artist(s).
  - Consultant to provide staff week of, during and post (2-4) and working with assigned CITY staff for sales and payment of auction sales.
- q. Consultant shall refer all showcasing artists, artist vendors, food vendors, Health and ABC permits, entertainment, and performing artists, to Uptowncrawlers.com website for proper application and submission protocol. Consultant will forward updates to CITY website marketing team. CITY handles logistics, public safety, volunteers, decor and props, CITY art workshops, art sales, silent auction sales, public works, CITY staffing, CITY marketing, and CITY social media.

- r. All hardcopy applications received from the Gus Velasco Neighborhood Center should be photographed or scanned and sent to Consultant via EMAIL. Applications may also be submitted electronically via [www.artcrawlfest.com](http://www.artcrawlfest.com). No submissions will be permitted after the deadline of April 21, 2021.
- s. Consultant shall submit all approved Cataloged Artists, Cataloged Silent Auction Items (follow cataloging protocol as referenced above) and approved Artist and Food Vendors to CITY by April 23, 2021.
- t. Collection of Artwork and Storage at the Clark Estate is the responsibility of Consultant. The following dates and times are available to CONSULTANT for collection and storage of artwork:
  - Friday, April 30, 2021 - 11:00a.m. – 3:00p.m. (Art Deliveries)
  - Saturday, May 1, 2021 - 10:00a.m. – 2:00p.m. (Art Deliveries /Tent Set-Ups)
  - Monday, May 3, 2021 - 8:00a.m. – 3:00p.m. (Tent Set-Ups / Art Deliveries)
  - Tuesday, May 4, 2021 - 8:00a.m. – 4:00p.m. (Art Deliveries)
  - Wednesday, May 5, 2021 - 8:00a.m. – 4:00p.m. (Art Installations)
  - Thursday, May 6, 2021 - 8:00a.m. – 9:00p.m. (Installations / Silent Auction)
  - Thursday, May 6, 2021 – 5:00 p.m. – 9:00 p.m. (PREVIEW & ART SHOWCASE)
  - Friday, May 7, 2021 - 8:00a.m. – 12:00a.m. (DAY OF EVENT)
  - Saturday, May 8, 2021 - 10:00a.m. – 2:00p.m. (Closing/ Art Pick up)
- u. Consultant shall coordinate with Contract CITY Administrator regarding event layout and art components. (CITY will schedule the meeting). Identify medium categories and display locations.
- v. Consultant shall provide list of categories and display location layout to Contract CITY Administrator by May 3, 2021 or TBD.
- w. Consultant to assist and research local community based Food vendors.
- x. Consultant to assist City with event entertainment timeline for program.
- y. Consultant to work with City to send confirmations along with artist event packets, including parking passes, event details, and event location.
- z. CITY will provide all checks for Feature and Guest Artist prior to event.

**Art Fest Event Implementation** - Consultant shall provide the Contract CITY Administrator with a schedule indicating the completion of tasks and provide the following information per the requested time frame herein.

- a. Consultant shall be responsible for hanging all Art Work at the Clarke Estate
- b. CONSULTANT shall be responsible for preparation of all art to be labeled and tagged by May 6, 2021
- c. Consultant shall have all artwork hung and displayed by May 6, 2021, 3:00 p.m.
- d. Consultant shall have Silent Auction displayed and staffed
- e. Consultant shall have all Feature and Guest artists secured and payments ready for exhibits at the day of event and staffed
- f. Consultant shall have all Garden Pool exhibits, Feature & Guest artist exhibits, installations, performances and/or displays ready and staffed
- g. Consultant to verify with CITY set-up of Film stage, back drop, signage, lighting, and sound.
- h. Consultant to work with Film MC on film artists highlights and program
- i. CITY shall be responsible for handling all sales of art, vendors, and silent auction at the Clarke Estate

- j. CITY to provide receipts to purchaser of art sold
- k. CITY to provide receipts to artist and food vendors regarding booth purchases
- l. CITY shall tag displayed items as sold
- m. CITY shall provide report to Consultant of items sold and money collected by May 17, 2021  
Report shall include: Artist Info, Buyer's Name and Contact Information including email, Sale Price, Artwork Name
- n. CITY will be responsible for all rentals (i.e., booths, tables, chairs, lighting, stage etc.)
- o. CITY will staff for logistics, security, vendors site location, parking, etc.

**Post Art Fest and Art Show** - Consultant shall provide the CITY with written reports as indicated by the requested timeline herein.

- a. **Consultant Debriefing Report:** A special meeting between Consultant and CITY shall be held on May 28, 2021 to debrief and discuss the outcome of the festival. Consultant will Draft a "Thank You" letter to all Artists, Schools, and Entertainers. In addition, Consultant shall present a written report to the City to include any contracts, invoices, and documents used. This report will be shared by the City with the HAAC at the June 29, 2021 meeting. The report shall be comprised of the following information: An analysis of the marketing effort, the preparation process, and the Art Fest event, the total of artists, vendors, and total sales from Art Fest (HAAC may request the Consultant's attendance at a HAAC meeting. CITY will inform Consultant if such request is made by HAAC).

EXHIBIT E

CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>KCAL Insurance Agency 2048 S. Hacienda Blvd., HACIENDA HEIGHTS, CA 91745 License #: 0B07015</b>	CONTACT NAME: <b>Emery Lee</b>	TAX ID: <b>626-369-7539</b>
	PHONE (AG, Ho, Ext): <b>626-333-1111</b>	E-MAIL ADDRESS: <b>emery@kcal.net</b>
INSURED <b>CREPES &amp; GRAPE CAFE LLC DBA CREPES &amp; GRAPE CAFE 6580 GREENLEAF AVE WHITTIER, CA 90601-4107</b>	INSURER(S) AFFORDING COVERAGE	
	INSURER A: <b>TRAVELERS INSURANCE</b>	NAIC #: <b>19046</b>
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: 00027178-61281 REVISION NUMBER: 8

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBR (None, W/O, D)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER <input type="checkbox"/> LOC OTHER:		6806405N723	07/01/2020	07/01/2021	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ <b>300,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per \$250,000) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE / LITIG \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Certificate holder has been added as additional insured with respect for general liability.  
 Event Date: 4/28/2021 to 05/09/2021

CERTIFICATE HOLDER <b>Santa Fe Springs Art Fest City of Santa Fe Springs, Edmund Ramirez Clarke Estate, 10211 Pioneer Blvd. Santa Fe Springs, CA 90870</b>	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  (EME)
---	--

Art Fest Event Insurance to be provided by City.

**CITY OF SANTA FE SPRINGS  
AMENDMENT NUMBER ONE TO PROFESSIONAL SERVICES AGREEMENT  
WITH  
CREPES & GRAPES CAFÉ, LLC  
FOR 2021 SFS ARTFEST**

THIS AMENDMENT NUMBER ONE ("Amendment") to the Professional Services Agreement is made and entered on this 28<sup>th</sup> day of January 2021, by and between the CITY OF SANTA FE SPRINGS ("City"), and CREPES & GRAPES CAFÉ, LLC ("Consultant").

**RECITALS**

A. On November 12, 2020, the City and Consultant entered into a Professional Services Agreement ("Agreement") for Consultant to provide consulting services for the 2021 Art Fest event.

B. Due to the uncertainty of holding public events because of the COVID-19 state of emergency and related public health orders, the City and Consultant desire to amend certain terms and provisions of the Agreement as set forth in this Amendment.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1. Exhibits A through D to the Agreement are replaced with the revised Exhibits A through D attached to this Amendment.
2. Section 4.1 of the Agreement, Term, is amended to reflect that the term of the Agreement is extended through December 31, 2021.
3. Except as set forth in this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

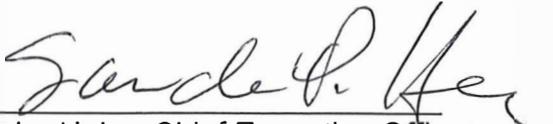
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed  
by and through their respective authorized officers.

CITY OF SANTA FE SPRINGS

  
\_\_\_\_\_  
John M. Mora, Mayor

Date: 02/02/2021

CONSULTANT

  
Sandra Hahn, Chief Executive Officer

Date: 2/22/21

APPROVAL AS TO FORM

  
Ivy M. Tsai, City Attorney

## REVISED EXHIBITS

### EXHIBIT A

#### SCOPE OF SERVICES

##### ***Artist Recruitment***

- “Calling All Artists”–Commission professional artists, and recruit youth artists in local middle schools, high schools, colleges and non-profit organizations. Recruit and secure approximately 175 Artists with no more than two pieces of art per artist; medium of art should include but not limited to:
  - Fine Arts
  - Chalk artists (to provide live artwork in the making)
  - Street Art
  - Educational workshops/crafts
  - Caricature artist
  - Poetry
  - Performing artist/Live Installations
- Recruit and coordinate selection of two featured artists. Consultant shall provide a proposal of recommended Artists to be featured. The proposal shall include a biography and pictures of the artist’s work which will be presented to the Heritage Arts Advisory Committee (HAAC). The HAAC will then select and vote on the featured and guest artists.
- Coordinate an informational artist recruitment orientation with local school administrators and organizations to communicate all requirements of artists and art fest application submittals.
- Help recruit and secure no less than twenty (20) pop-up artist vendors to include cultural jewelry, handcrafted items, textiles, etc.

##### ***Jury Competition and Art Handling of Awards***

- Art Handling: Responsible for the handling of all artworks as well as transportation of all art.
- Coordinate all efforts with selected jury panel for art jury competition. Awards for Art Exhibit Categories: Painting, Sculpture, Photography, and Mixed Media.
- Best of Show Trophies & Ribbons will be rewarded.
- Consultant will provide honorariums for jury and awards.

##### ***Juried Film International Exhibit / Film Freeway Platform***

- Shall provide “Open Call” for emerging filmmakers through Film Freeway.
- Recruitment of filmmakers will include a biography and cinematic screen shots of the artist’s work.

- Approximately 8-15 filmmakers will be selected; dependent on film duration. Filmmakers will present their body of work. Set-up will include a filmmaker discussion during the festival.
- Consultant will provide materials and staff.
- Consultant will provide honorarium for host & film director.

#### ***Preview & Art Showcase - Thursday, November 4, 2021***

- Coordinate all art with mediums, that have been judged, will be on display throughout select areas of the Clarke Estate. There will be opportunities to meet with artists, film directors, actors and the business community.
- Consultant shall provide staffing and arrange refreshments.

#### ***Donations/Sponsorships/Silent Auction***

- Solicit potential sponsorships, and donations for to support Art Fest event. Consultant will receive a 10% finders fees for any secured sponsorships.
- Obtain artist artwork or other donations for silent auction component.
- Use auction software that specifically supports mobile virtual bidding and auction website creation; creation of an online auction catalog with our auction items; creation of description, starting bids and/or buy-it-now options.
- Consultant to heavily promote online pre-registration including pre-registration of payment methods.

#### ***Curation of art***

- Receive, review and approve artist applications, oversee cataloging and documentation of all artwork, work with Artists on providing proper packaging of art for transportation. Cataloging Protocols should include a database file that possesses the following information: Artist Name, Name of Art Piece, Sale Price, Medium, Size, Photo and Location of Art / Artist.
- Collect, secure and store all submitted art work. City to provided location.
- Coordinate with Art Fest planning committee (City Staff) event layout and art components. Identify medium categories and display locations.

#### ***“Chalking It Up”***

- Consultant shall provide “Open Call” for chalk artists to submit their work (i.e. a vivid sketch, statement, etc.). Selecting 2-4 artists to create live installations. Selected artists will be designated in areas throughout the festival grounds for a live competition.
- Consultant will provide collateral materials, recruitments, and jury packets.
- Consultant will provide awards and staffing.

#### ***Marketing***

- Collaborate and consult the CITY’s Social Media Administrator to promote and market ARTFEST 2021 through each Party’s social media forums (i.e. Facebook, Twitter, and Instagram) which identifies marketing partnership under the Consultants name or business name.

- Attend various art events/shows (number & locations negotiable) representing the City throughout Southern California to promote and recruit participation in the 2021 SFS Art Fest.

#### **Art Fest Event Implementation:**

- Coordinate artist check-in and artwork drop to include completion of all necessary waivers.
- Plan and coordinate with City staff hanging of all artwork. Consultant shall solely be responsible for the handling of all artworks. This includes the following: 1) the hanging of all art as well as the transportation of all art; 2) All tools and equipment necessary to execute this directive. Consultant may use the City owned art displays, equipment, materials, such as ladders, display panels, hanging grids, hooks and easels.
- Responsible for labeling and tagging of all artwork, once hung. Consultant to provide art labeling and tags (City of SFS logo provided by City staff).
- Work collaboratively with CITY staff to conduct all sales of art at the Art Fest event. City will provide receipt to purchaser(s) of art sold; Consultant shall tag displayed items as sold; City staff will conduct all reporting of items sold and money collected; Report will include: Artist Info, Buyers Name and Contact Information including email, Sale Price, Artwork Name
- Consultant will be responsible for the take down and proper storage of artwork. Consultant will schedule pick up dates of Artwork at the Clarke Estate following the Art Fest event. Dates and times are to be negotiated with Consultant for the return of artwork. All uncollected artwork and silent auction items will be forfeited to the CITY and will be used as raffle items for future Art Fest events.

#### **Post Art Fest and Evaluation**

- Consultant will provide the City with a written evaluation report of all participating artists. Report will include an analysis of the marketing effort, the preparation process, the Art Fest event, the total of artists and Catalogue, pop-up artist and vendors, total cost breakdown and analysis, and total sales from Art Fest (City staff will provide financial information).

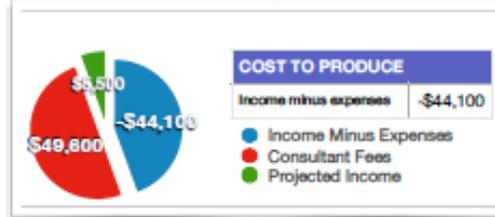
**EXHIBIT B**  
**CONSULTANT'S PROPOSAL**

**2021 SFS ARTFEST**

**PLAN A - PROPOSAL BUDGET**

01-11-21 revised

ART INCOME	
City SFS Budget 48,000K	\$0
Art Sales	\$1,000
Silent Art Auction	\$2,500
Art Sponsorships	\$2,000
<b>TOTAL PROJECTED INCOME</b>	<b>\$5,500</b>



NOVEMBER 5, 2021 ART FESTIVAL EXPENSES	
CONSULTANT FEE BREAKDOWN - REVISED DATES	
<p><b>MARKETING / ADVERTISING</b></p> <ul style="list-style-type: none"> <li>- Collaborate and consult the CITY's Social Media Administrator to promote and market ARTFEST 2021 through each Parties social media forums (i.e. Facebook, Twitter, and Instagram) which identifies marketing partnership under the Consultants name or business name.</li> <li>- Attend various art events/shows (number &amp; locations negotiable) representing the City throughout Southern California to promote and recruit participation in the 2021 SFS Art Fest.</li> </ul>	\$5,300
<p><b>DESIGN CONCEPT MATERIALS</b></p> <p>Design for print and visual marketing materials. "Call to Artists" postcards, Save the date cards, sponsorship brochure, event map program, designs website, social media banners, Chamber ADs, billboard, Silent Auction, Film Fest and other supporting materials.</p>	\$5,800
<p><b>PRINT COLLATERAL MATERIALS</b></p> <p>Postcards 10K, save-the-date fliers 10K, map event program 200pc, sponsorship brochure 200pc and artist banners. (SFS City responsible for postage &amp; bulk mail expenses)</p>	\$5,500
<p><b>DEDICATED WEBSITES</b></p> <p>Manage and update applications for artists, vendors, and sponsorships as well as marketing efforts - <a href="http://www.artcrawlfeest.com">www.artcrawlfeest.com</a> / We will be linking the Heritage Arts Advisory Committee &amp; SFS City.</p>	\$5,500
<p><b>PREVIEW &amp; ART SHOWCASE - THURSDAY, NOVEMBER 4, 2021</b></p> <ul style="list-style-type: none"> <li>- Coordinate all art with mediums, that have been judged, will be on display throughout select areas of the Clarke Estate. There will be opportunities to meet with artists, film Directors, actors and the business community.</li> <li>- Consultant shall provide staffing and arrange refreshments.</li> </ul>	\$2,800
<p><b>FEATURED ARTISTS</b></p> <p>Recruit and or coordinate selection of featured artists; recommendation for two Feature Artists / Fine Arts and Film. The proposal shall include a biography and pictures of the artist's work which will be presented to the Heritage Arts Advisory Committee (HAAC). <i>The two featured artist and guest artist would receive a stipend, solely responsible for the handling of all artworks and art transportation by the Art Consultant.</i></p>	\$3,500
<p><b>ARTIST RECRUITMENT &amp; CURATION OF ART</b></p> <ul style="list-style-type: none"> <li>- "Calling All Artists"—Commission professional artist, and recruit youth artists in local middle schools, high schools, colleges and non-profit organizations. Recruit and secure no more than 175 Artists with no more than two pieces of art per artist. Medium of art should include but not limited to:             <ul style="list-style-type: none"> <li>• Fine Art: Visual art considered to have been created primarily for aesthetic purposes and judged for its beauty and meaningfulness, specifically, painting, sculpture, drawing, watercolor, and mixed media.</li> <li>• Chalk Artists - to provide live artwork in the making. Artists Fees paid by SFS City</li> <li>• Street Art / Caricature Artist</li> <li>• Educational Workshops / Crafts</li> <li>• Performing Artist / Live Installations / Poetry / Spoken Word</li> </ul> </li> <li>- Coordinate an informational artist recruitment orientation with local school administrators and organizations to communicate all requirements of artists and art fest application submittals.</li> <li>- Help recruit and secure no less than Twenty (20) pop-up artist vendors to include cultural jewelry, handcrafted items, textiles, etc.</li> <li>- Collect, secure and store all submitted art work. City to provided location.</li> <li>- Coordinate with Art Fest planning committee (City Staff) event layout and art components. Identify medium categories and display locations.</li> </ul>	\$6,900

NOVEMBER 5, 2021 ART FESTIVAL EXPENSES	
<p><b>ART FEST EVENT IMPLEMENTATION:</b></p> <ul style="list-style-type: none"> <li>- Coordinate artist check-in and artwork drop to include completion of all necessary waivers.</li> <li>- Plan and coordinate with City staff hanging of all artwork. Consultant shall solely be responsible for the handling of all artworks. This includes the following: 1) the hanging of all art as well as the transportation of all art; 2) All tools and equipment necessary to execute this directive. Consultant may use the City owned art displays, equipment, materials, such as ladders, display panels, hanging grids, portable walls, hooks and easels.</li> <li>- Responsible for labeling and tagging of all artwork, once hung. Consultant to provide art labeling and tags (City of SFS logo provided by City staff).</li> <li>- Work collaboratively with CITY staff to conduct all sales of art at the Art Fest event. City will provide receipt to purchaser(s) of art sold; Consultant shall tag displayed items as sold; City staff will conduct all reporting of items sold and money collected; Report will include: Artist Info, Buyers Name and Contact Information including email, Sale Price, Artwork Name</li> <li>- Consultant will be responsible for the take down and proper storage of artwork. Consultant will schedule pick up dates of Artwork at the Clarke Estate following the Art Fest event. Dates and times are to be negotiated with Consultant for the return of artwork. All uncollected artwork and silent auction items will be forfeited to the CITY and will be used as raffle items for future Art Fest events.</li> </ul>	\$4,800
<p><b>JURY COMPETITION AND ART HANDLING OF AWARDS</b></p> <ul style="list-style-type: none"> <li>- Art Handling: Responsible for the handling of all artworks as well as transportation of all art.</li> <li>- Coordinate all efforts with selected jury panel for art jury competition. Awards for Art Exhibit Categories: Painting, Sculpture, Photography, and Mixed Media.</li> <li>- Best of Show Ribbons will be rewarded.</li> <li>- Consultant will provide honorariums for jury and awards.</li> </ul>	\$3,000
<p><b>SILENT ART AUCTION</b></p> <p>Proceeds from the silent auction will benefit all of the Heritage Arts Advisory Committee programs which will provide arts education to under-served youth in the community.</p> <ul style="list-style-type: none"> <li>• Using auction software that specifically supports mobile bidding and auction website creation.</li> <li>• Creating an online item catalog with our auction items</li> <li>• Descriptions, starting bids, and/or buy-it-now options</li> <li>• Heavily promoting online pre-registration</li> <li>• Including pre-registering payment methods</li> <li>• Setting a timeframe for the online auction spanning several days (rather than a single one-time event).</li> <li>• Shipping and or dropping items to winning bidders in a timely manner / (some service fees may apply)</li> </ul>	\$2,000
<p><b>JURIED INTERNATIONAL FILM EXHIBIT / FILM FREEWAY / FEATURED FILM ARTIST</b></p> <ul style="list-style-type: none"> <li>- Shall provide "Open Call" for emerging filmmakers through Film Freeway.</li> <li>- Recruitment of filmmakers will include a biography and cinematic screen shots of the artist's work.</li> <li>- Approximately 8-15 Filmmakers will be selected; dependent on film duration. Filmmakers will present their body of work. Set-up will include a filmmaker outdoor discussion during the festival.</li> <li>- Recruitment of 2-3 multi media filmmakers to create installations.</li> <li>- Consultant will provide materials, staff, honorarium for host &amp; film director.</li> </ul>	\$3,500
<p><b>POST ART FEST / EVALUATION</b></p> <ul style="list-style-type: none"> <li>- Consultant will provide the City with a written evaluation report of all participating artists. Report will include an analysis of the marketing effort, the preparation process, Art Fest virtual event, the total of artists and Catalogue, pop-up artist and vendors, and total sales from Art Fest (City staff will provide financial report).</li> </ul>	\$1,000
<p><b>2021 PAYMENT SCHEDULE "A"</b></p> <ol style="list-style-type: none"> <li>1. Execution of the Agreement PAID: \$10,000</li> <li>2. Completion of artist recruitment orientation August 23, 2021: \$10,000</li> <li>3. Payment on Oct 15, 2021: \$10,000</li> <li>4. Completion of event on November 5, 2021: \$17,000</li> <li>5. Post-SFS ARTFEST evaluation report December 1, 2021: \$2,600</li> </ol>	
<b>TOTAL:</b>	<b>\$49,600</b>

**EXHIBIT C**  
**FEE SCHEDULE**

In full consideration for the rendering of the services hereunder, and for any rights granted or relinquished by the Consultant under this Agreement, the CITY shall compensate the Consultant in accordance with the following payment schedule.

1. Upon execution of the Agreement, the Consultant shall be paid \$10,000 (N.B.: This amount was paid on 12/23/20);
2. Upon completion of the informational artist recruitment orientation meeting by August 23, 2021 (date and time of meeting to be determined by CITY and Consultant) the Consultant shall be paid \$10,000;
3. Payment on October 15, 2021, the Consultant shall be paid \$10,000;
4. Upon completion of the SFS ARTFEST event on November 5, 2021, the Consultant shall be paid \$17,000; and
5. Upon completion of the Post-SFS ARTFEST evaluation report, the Consultant shall be paid \$2,600.

**EXHIBIT D****PROJECT SCHEDULE****Meetings with City**

Consultant shall attend the following scheduled meetings with SFS ARTFEST Contract CITY Administrator to provide updates or TBD:

- 3rd Tuesday of the month, May – June, 2021 (time to be determined by CITY)
- 2nd Tuesday of the month, July – September, 2021 (time to be determined by CITY)
- Meeting dates may be changed at the mutual consent of both Parties.
- Additional meetings may be scheduled at the request of CITY and Heritage Arts Advisory Committee (HAAC)

**CONSULTANT LIST OF DELIVERABLES**

The following deliverables shall be managed by the Consultant. Consultant shall provide all deliverables in accordance with the mutually agreed upon timelines as stated herein. All reports shall be delivered electronically in PDF format.

a. **Cataloging Protocols:** Consultant shall provide the CITY with a database (Excel) file that includes the following information per the requested dates / timeline herein.

- Artist Name
- Name of Art Piece
- Sale Price
- Medium
- Size
- Submitted Artwork Photos
- General Artist Information (phone, mailing address, school (if applicable), etc.)

**Pre- Art Fest Preparation** - Consultant shall provide the CITY with a schedule indicating the completion of tasks and providing the following information per the requested dates / timeline herein. During the Pre-Art Fest preparation, the Consultant shall conduct, perform, and complete the following services:

- a. Consultant shall design and print the visual marketing materials (i.e., "Call to Artist" postcards, flyers, posters, map program, and sponsorship brochure). In addition, Consultant shall design ad for the electronic CITY billboards, with CITY's approval and specifications. Call to Artist marketing materials shall be disseminated not later than June 1, 2021 and continue promotion through October 16, 2021.
- b. Consultant shall collaborate and consult the CITY's Social Media Administrator for cross promotions and marketing material using CITY's logo and/or approved designs involving SFS ARTFEST 2021 through each Party's social media forums (i.e., Facebook, Twitter, and Instagram) which identifies the marketing partnership under the Consultant's website name

"Artcrawlfest.com". Social media marketing involving the CITY's logo and/or designs shall be approved by the CITY Administrator.

- c. Art Fest Event Promotional Flyers shall be disseminated no later than July 31, 2021 and should be made available until date of event.
- d. Consultant shall design and market "Silent Auction" materials, "Chalking It Up" Live installation competition, and Film Installation Screening and be approved by City by July 16, 2021.
- e. Distribution of "Calling All Artists" Promotional Card – Consultant shall routinely distribute, upon receipt from the City, to local art venues / studios including local shops, boutiques, stores, and colleges. Consultant shall provide CITY with a report of "Calling All Artists" distribution list. Distribution to contacts, facilities etc. begin no later than June 1, 2021 and remain available through October 16, 2021. (CITY staff shall be responsible for distributing promotional cards within CITY facilities, residents and CITY schools).
- f. All Artwork designed by Consultant shall remain the sole property of the City to include both advertising materials and visual social media platforms.
- g. Consultant shall contact and recruit youth artists in the local high schools, middle schools and Colleges (i.e. Santa Fe High School, Pioneer High School, St. Paul High School, Lake Center, Rio Hondo College) and non-profit organizations no later than June 1, 2021.
- h. Consultant shall coordinate with the City to schedule an informational artist recruitment orientation lunch meeting provided by the CITY by August 2021 (Specific date to TBD by Consultant) or via Zoom. Desired schedule time shall take place between the hours of 11:30am – 3:00pm (exact time to be determined by City and Consultant).
- i. Consultant shall report back to CITY upon completion of these tasks. Report shall include venues, schools, contact information, and dates of established contact.
- j. Consultant shall provide a proposal of recommended Artists to be featured and/or be guests to the SFS Art Fest 2021. The proposal shall include a biography and pictures of the artist's work which will be presented to the Heritage Arts Advisory Committee (HAAC) at the November HAAC meeting. The HAAC will then select and vote on the featured and/or guest artist(s). The Featured Artist would receive a stipend and one guest artists would also receive a stipend provided by the CITY. Consultant shall be solely responsible for the handling of all artworks, art transportation and payment to artist from CITY. Consultant to provide ground staff (2-4) and working with assign CITY staff.
- k. Consultant shall recruit and secure between 150 and 200 exhibiting artists. Of those exhibiting artists: Between 75 and 100 student artists will be from local high schools, middle schools, colleges, and art schools with each student being required to submit no more than 2 pieces of artwork each; Between 100 and 150 artists from the greater Los Angeles area, state, national, and international regions. Each artist is required to submit two pieces of artwork each; Film Artists / Installations, each artist / filmmaker is required to submit 1 film piece with supporting visuals each; 4 Gallery Artists with one selected curator to represent artists, each artist will showcase between 5 and 10 pieces of artwork each; 30 Silent Auction items; and 20-30 Artist retail Vendors.

- I. Consultant will receive a 10% finders fees for any secured sponsorships. Consultant will notify CITY immediately of any secured sponsors and will submit documentation of all tenable sponsors for payment by October 16, 2021. Consultant will update solicitation promo cards, promote sponsorships for the SFS Art Fest 2021.
- m. Art vendors submittals shall include but is not limited to the following:
- i. Fine arts
  - ii. Chalk Artists Performing / to provide Budget for live artwork in the making (location to be determined)
  - iii. Glass blowing artistry (to be determined, if possible, due to equipment needs)
  - iv. Face painting and balloon artists
  - v. Street Art (muralist providing live art on canvas)
  - vi. Budget for live artwork in the making (location to be determined)
  - vii. Educational workshops/crafts (professional / CITY staff driven)
  - viii. Caricature Artists
  - ix. Poetry (designate a poetry recital location)
  - x. Performing Artist (to be part of entertainment)
  - xi. Art Installations (i.e., Sculpture Garden)
  - xii. Film Installations
  - xiii. Photography
- n. Art Vendors shall consist of, but is not limited to pop-up artists, cultural jewelry, handcrafted items, textiles, non-profits, etc.
- o. Consultant shall provide staffing before, during open auction and closing of auction. Consultant is to ensure that the Silent Auctions run smoothly, on time, and handled thoroughly from start to finish including the database and final close-out with auction winners. Consultant will use auction software that specifically supports mobile virtual bidding and auction website creation; creation of an online auction catalog with our auction items; creation of description, starting bids and/or buy-it-now options. Consultant will ensure that all communication is maintained with CITY staff regarding all monetary closing tasks. All materials such as easels, tags, special Silent Auction art related items, tickets, and some collateral materials to produce a Silent Auction event will be provided by Consultant. CITY will provide easels, tables, and black tablecloths. CITY will be responsible to collect all sales at closing of Silent Auction and must meet prior with CITY logistics and staff to plan a collaborative customer services payment plan.
- Coordinate donations delivery and pick-up with artist and donors.
  - Maintain the Silent Auction database.
  - Input and update donations received in database.
  - Input all contact information from donor into database.
  - Keep track of all items received.
  - Determine starting values for each Silent Auction item.
  - Create bid sheets for each Silent Auction item.
  - Setup Silent Auction display tables and ensure all Silent Auction areas are ready by the Preview & Art Showcase on November 4, 2021. Tend to Silent Auctions throughout the evening.
  - Be in regular communication with Consultant's staff during Silent Auction.
  - Remove unclaimed items and return to respective artist(s).
  - Consultant to provide staff week of, during and post (2-4) and working with assigned CITY staff for sales and payment of auction sales.

- p. Consultant shall refer all showcasing artists, artist vendors, food vendors, Health and ABC permits, entertainment, and performing artists, to Uptowncrawlers.com website for proper application and submission protocol. Consultant will forward updates to CITY website marketing team. CITY handles logistics, public safety, volunteers, decor and props, CITY art workshops, art sales, silent auction sales, public works, CITY staffing, CITY marketing, and CITY social media.
- q. All hardcopy applications received from the Gus Velasco Neighborhood Center should be photographed or scanned and sent to Consultant via EMAIL. Applications may also be submitted electronically via [www.artcrawlfest.com](http://www.artcrawlfest.com). No submissions will be permitted after the deadline of October 20, 2021.
- r. Consultant shall submit all approved Cataloged Artists, Cataloged Silent Auction Items (follow cataloging protocol as referenced above) and approved Artist and Food Vendors to CITY by October 22, 2021.
- s. Collection of Artwork and Storage at the Clark Estate is the responsibility of Consultant. The following dates and times are available to CONSULTANT for collection and storage of artwork:
- Friday, October 29, 2021 - 11:00a.m. – 3:00p.m. (Art Deliveries)
  - Saturday, October 30, 2021 - 10:00a.m. – 2:00p.m. (Art Deliveries /Tent Set-Ups)
  - Monday, November 1, 2021 - 8:00a.m. – 3:00p.m. (Tent Set-Ups / Art Deliveries)
  - Tuesday, November 2, 2021 - 8:00a.m. – 4:00p.m. (Art Deliveries)
  - Wednesday, November 3, 2021 - 8:00a.m. – 4:00p.m. (Art Installations)
  - Thursday, November 4, 2021 - 8:00a.m. – 9:00p.m. (Installations / Silent Auction)
  - Thursday, November 4, 2021 – 5:00 p.m. – 9:00 p.m. (PREVIEW & ART SHOWCASE)
  - Friday, November 5, 2021 - 8:00a.m. – 12:00a.m. (DAY OF EVENT)
  - Saturday, November 6, 2021 - 10:00a.m. – 2:00p.m. (Closing/ Art Pick up)
- t. Consultant shall coordinate with Contract CITY Administrator regarding event layout and art components. (CITY will schedule the meeting). Identify medium categories and display locations.
- u. Consultant shall provide list of categories and display location layout to Contract CITY Administrator by November 1, 2021 or TBD.
- v. Consultant to assist and research local community based Food vendors.
- w. Consultant to assist City with event entertainment timeline for program.
- x. Consultant to work with City to send confirmations along with artist event packets, including parking passes, event details, and event location.
- y. CITY will provide all checks for Feature and Guest Artist prior to event.

**Art Fest Event Implementation** - Consultant shall provide the Contract CITY Administrator with a schedule indicating the completion of tasks and provide the following information per the requested time frame herein.

- a. Consultant shall be responsible for hanging all Art Work at the Clarke Estate

- b. CONSULTANT shall be responsible for preparation of all art to be labeled and tagged by November 4, 2021
- c. Consultant shall have all artwork hung and displayed by November 4, 2021, 3:00 p.m.
- d. Consultant shall have Silent Auction displayed and staffed
- e. Consultant shall have all Feature and Guest artists secured and payments ready for exhibits at the day of event and staffed
- f. Consultant shall have all Garden Pool exhibits, Feature & Guest artist exhibits, installations, performances and/or displays ready and staffed
- g. Consultant to verify with CITY set-up of Film stage, back drop, signage, lighting, and sound.
- h. Consultant to work with Film MC on film artists highlights and program
- i. CITY shall be responsible for handling all sales of art, vendors, and silent auction at the Clarke Estate
- j. CITY to provide receipts to purchaser of art sold
- k. CITY to provide receipts to artist and food vendors regarding booth purchases
- l. CITY shall tag displayed items as sold
- m. CITY shall provide report to Consultant of items sold and money collected by November 15, 2021. Report shall include: Artist Info, Buyer's Name and Contact Information including email, Sale Price, Artwork Name
- n. CITY will be responsible for all rentals (i.e., booths, tables, chairs, lighting, stage etc.)
- o. CITY will staff for logistics, security, vendors site location, parking, etc.

**Post Art Fest and Art Show** - Consultant shall provide the CITY with written reports as indicated by the requested timeline herein.

- a. Consultant Debriefing Report: A special meeting between Consultant and CITY shall be held on December 3, 2021 to debrief and discuss the outcome of the festival. Consultant will Draft a "Thank You" letter to all Artists, Schools, and Entertainers. In addition, Consultant shall present a written report to the City to include any contracts, invoices, and documents used. This report will be shared by the City with the HAAC at the January 25, 2022 meeting. The report shall be comprised of the following information: An analysis of the marketing effort, the preparation process, and the Art Fest event, a total cost breakdown and analysis, the total of artists, vendors, and total sales from Art Fest (HAAC may request the Consultant's attendance at a HAAC meeting. CITY will inform Consultant if such request is made by HAAC).



## **NEW BUSINESS**

### Approval of Memorandum of Understanding between the City of Santa Fe Springs and Empowered 4 Life Foundation

#### **RECOMMENDATION**

- Approve a two-year Memorandum of Understanding with Empowered 4 Life to provide no cost meals for the City's Teen Program and Summer Free Lunch Program at the parks.

#### **BACKGROUND**

Empowered 4 Life Foundation (E4L) is a non-profit organization based in Carson, California. Since 2010, they have been committed to providing no-cost meals to municipalities, faith-based, and other non-profit organizations that feed children. Their primary mission is to help address food insecurity in the Southern California region. E4L presently provides meals to programs overseen by the City of Bell Gardens and the City of Long Beach and with the Boys & Girls Clubs in Long Beach, Los Angeles, and Whittier just to name a few of the organizations they work with.

E4L's food safe certified staff conveniently prepare the meals in their kitchen following the dietary recommendations of the United States Department of Agriculture (USDA) and delivers them to organizations with whom E4L has contracts for service. In addition to meals, an individually pre-packaged snack is also provided.

E4L has provided the free meal service, uninterrupted, to the City's Teen Program located at The Club in Town Center Hall and supervised by the Parks & Recreation Services Division in the Community Services Department since February 2016. The City had previously entered into a two-year Memorandum of Understanding with E4L that terminated on February 28, 2021.

Traditionally, the City has partnered with the Whittier Union High School District (WUHSD) to provide the Free Lunch in the Park Program in the summer months. However, due to WUHSD reducing the length of the summer feeding program in the parks over the past four years, staff researched the possibility of extending the current meal service program for the City's Teen Program to the City parks as well. After discussions with E4L, it was determined that E4L could provide meal service at the parks through August 13, 2021, when it would typically end in mid-July with WUHSD.

#### **ANALYSIS**

The Memorandum of Understanding before the City Council would be entered into with Empowered 4 Life and commence May 19, 2021 and expire on May 31, 2023.

The following are the key provisions of the agreement:

- The food program is to be provided to all participants regardless of race, color,



# City of Santa Fe Springs

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- national origin, sex, age, and/or disability.
- Meals and snack services will be provided at the “Teen Center” (a.k.a. The Club). These services will be provided at alternate/additional Department of Community Services’ locations (a.k.a. City parks) upon the request of the City and approval of E4L (a.k.a. Free Lunch in the Parks).
- Meals are provided at no cost. In addition, paper goods (plates, napkins, bags, etc.) and utensils for food service and meal consumption, are to be provided at no cost to the City.
- E4L, the State of California Department of Education, or the USDA may come at any time to any location to review the meal service program/operation with an announced or unannounced visit.
- The agreement may be canceled for convenience by either party with a 30-day notice in writing. The agreement may also be terminated if the City is not in compliance with meal service regulations and maintenance of daily meal service records.

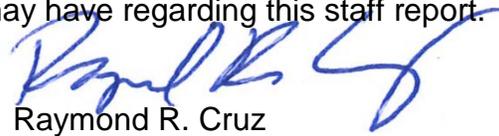
## **LEGAL REVIEW**

The City Attorney has reviewed the Memorandum of Understanding between Empowered 4 Life and the City of Santa Fe Springs.

## **FISCAL IMPACT**

According to the United States Department of Agriculture, the cost of a meal is \$4.15/person and of a snack is \$.97/person. Between the Teen Program and park sites, between 160 and 200 meals would be served daily in the summer months at a cost of between \$819.20 and \$1,024 a day and 60 meals daily during the school year at Teen Program at a cost of \$307.20 a day. E4L is able to cover the costs related to the service of this meal program through USDA grants administered by the State of California Department of Education. As long as the City is in compliance with the stipulations regarding food handling, meal distribution, and program documentation as identified in the Memorandum of Understanding, all costs will be burdened by E4L and will not negatively impact the City fiscally.

The Mayor may wish to call upon Wayne Bergeron, Community Services Supervisor, to answer any questions the Council may have regarding this staff report.

  
Raymond R. Cruz  
City Manager

## **Attachment:**

1. Memorandum of Understanding between the Sponsoring Organization and the Unaffiliated Site



## MEMORANDUM OF UNDERSTANDING BETWEEN THE SPONSORING ORGANIZATION AND THE UNAFFILIATED SITE

THIS AGREEMENT SHALL COMMENCE **MAY 19<sup>TH</sup>, 2021** AND CONTINUE FOR A PERIOD OF 24 MONTHS, ENDING ON **MAY 31<sup>ST</sup>, 2023**, UNLESS PREVIOUSLY TERMINATED AS PROVIDED HEREIN OR AS OTHERWISE AGREED TO IN WRITING BY THE PARTIES. IN ADDITION, MEALS AND SNACK SERVICES WILL BE PROVIDED TO ALTERNATE/ADDITIONAL DEPARTMENT OF COMMUNITY SERVICES LOCATIONS UPON THE REQUEST OF THE **CITY OF SANTA FE SPRINGS** AND APPROVAL OF **EMPOWERED 4 LIFE FOUNDATION**.

BY AND BETWEEN THE **CITY OF SANTA FE SPRINGS (TEEN CENTER)**, HEREINAFTER REFERRED TO AS  
**UNAFFILIATED SITE**

THE CENTER AND **EMPOWERED 4 LIFE FOUNDATION**, HEREINAFTER REFERRED TO AS  
**SPONSORING ORGANIZATION**

THE SPONSORING ORGANIZATION OF AN UNAFFILIATED CENTER.

This permanent agreement specifies the responsibilities of the Sponsor and the Unaffiliated Site as participants in the food program:

### THE SPONSOR AGREES TO THE FOLLOWING:

1. Certify that the site **is not currently** enrolled in a food program or under any other sponsoring agency.
2. Accept final administrative and financial responsibility of the food program with no charge to the site.
3. Meet all food program documents and agreements according to the conditions with the state agency, such as filing claims and maintaining all required documentation.
4. Train all sites in the requirements of the food program prior to starting food services. Additional training is required at least annually or when needed. Provide ongoing technical assistance as needed.
5. Conduct on-site monitoring visits at the center during hours of operation at least three times during the year to review the meal service and food program records. **Two of the three reviews must be unannounced (their timing must vary), and one of the two unannounced reviews must include an observation of an actual meal service.** No more than six months can elapse between reviews and new facilities must be reviewed within the first four weeks of operation.
6. Provide meals at **NO COST** to sites that qualify.



VENDOR #:

- 7. Furnish paper goods to unaffiliated centers if necessary.
- 8. Will furnish equipment to keep food and drinks at the correct temperatures if needed.
- 9. Meal Type: \_\_\_\_\_ Feeding Time: \_\_\_\_\_  
Meal Type: \_\_\_\_\_ Feeding Time: \_\_\_\_\_

**THE CENTER AGREES TO:**

- 1. Offer the food program to all participants regardless of race, color, national origin, sex, age, or/and disability.
- 2. Provide organized regularly scheduled activities (i.e., in a structured and supervised environment).
- 3. Adhere to licensing regulations pertaining to sign-in and sign-out procedures, if applicable.
- 4. Claim only meals served to enrolled participants in attendance.
- 5. Claim only meals served after the end of the school day or on weekends or holidays during the school year.
- 6. Report only one meal per participant at each meal service. Report meals actually served by no more than one meal and one snack per participant per day.
- 7. Serve meals within the food program meal spacing policy:
  - a. Report only meals served during the part of the day considered appropriate and conventional for the meal being served (i.e. breakfast shall be served in the morning, lunch during the mid-day, and supper shall be served during the evening hours).
  - b. A minimum of two hours shall elapse between the beginning of one meal service and the beginning of another meals service when snacks are served.
  - a. Maintain daily records (and have available for monitor or state review) of:
    - a. Daily attendance rosters or sign-in sheets (Please make sure **ALL** hand written documents are legible)
    - b. Number of at-risk afterschool snacks and/or meals prepared or delivered for each meal service (transport records)
    - c. Daily record of the number of at-risk afterschool snacks and/or meals served at each snack and/or meal service; (form 34)
    - d. Current menus **must be posted** indicating the food items served for the day.
- 8. Daily records should be kept neatly in the binder provided by Empowered 4 Life, if records are not maintained and recorded daily in binder, food program may/will be suspended.



VENDOR #:

9. **Should any meals be disallowed for any reason during an administrative review by the State of California, the Unaffiliated Site is responsible for reimbursing the Sponsoring agency.**
10. Must attend at least one training session annually provided by the Sponsor.
11. Provide a current copy of the license or license-exempt documentation to the Sponsor.
12. The Sponsor, the California Department of Education, or the USDA may come at any time to review the food program operation in this center with an announced or unannounced visits.

**The center and employees of this center, in the performance of this agreement, shall act in an independent capacity and not as officers, employees, or agents of the Sponsor.**

All employees of this center understand this is a federal program and that they are responsible for information provided to the Sponsor and that willful falsification or misrepresentation of information on any document may lead to termination from the food program and/or criminal or civil penalties.

**BOTH THE SPONSOR AND THE UNAFFILIATED SITE AGREE TO:**

1. The right of either to cancel this Agreement for convenience. In which case:
  - a. After notifying the Sponsor, the Sponsor agrees to give the unaffiliated center at least 30 days prior written notice of cancellation actions specifying when said actions shall take place.
  - b. The Unaffiliated Site agrees to give the Sponsor at least 30 days prior written notice of withdrawal or transfer from the program specifying when said actions shall take place.
2. The right of the Sponsor to initiate action to terminate the site's participation in the food program, if the Sponsor deems that the site has committed one or more of the serious deficiencies of the food program policies and procedures. At that time, the site shall be notified of the serious deficiency of the administrative review.

Keep this agreement on file for review upon request by the state agency.

<b>CERTIFICATION</b>		
<b>We agree to comply with the rights and responsibilities outlined in this Agreement for participation in the Food Program, administered by Empowered 4 Life Foundation. We know that deliberate misrepresentation or withholding of information may result in prosecution under applicable state and federal statutes.</b>		
<b>AUTHORIZED SIGNATURE OF THE SPONSOR'S AGENCY</b>	<b>NAME AND TITLE (PRINT)</b> Tonnie Turner, Program Director	<b>DATE</b>
<b>AUTHORIZED SIGNATURE OF THE UNAFFILIATED SITE</b>	<b>NAME AND TITLE (PRINT)</b>	<b>DATE</b>



**NEW BUSINESS**

New Proposed Locations for Fitness Court at Los Nietos Park

**RECOMMENDATION**

- Provide staff with direction in regards to a new location for the Fitness Court previously approved for Los Nietos Park.

**BACKGROUND**

At the City Council meeting on April 20, 2021, City Council approved the Fitness Court project at Los Nietos Park. The original location identified was an existing grass area, south of the playground and handball Courts (see Attachment 1). At the direction of the City Manager, new location options are being presented.

- Option 1: This location is located south of the Activity Center, in the grass area between the parking lot and the Activity Center (see Attachment 2). This area is generally underutilized. A Fitness Court would provide increased activity to an underutilized area.
- Option 2: This location is located on an existing concrete pad and will replace one volleyball court. This is located west of the recreation building at Los Nietos Park (see Attachment 2). During a typical day, this area gets low to moderate use and would replace an existing amenity.
- Option 3: This location is located south of ball field #2 and north of the Activity Center. This location would replace the sand volleyball court (see Attachment 2). During a typical day, this area gets low use, and it would replace an existing amenity.

**FISCAL IMPACT**

At the City Council meeting on April 20, 2021, City Council approved to appropriate \$266,000 from the Utility Users Tax. The site change does not require an additional appropriation. After a decision on the location is made, staff will identify the scope of work and apply for Prop 68 per capita grant funds.

**INFRASTRUCTURE IMPACT**

Option 1 will provide the most increased pedestrian traffic and will add a park amenity. Option 2 and Option 3 are less ideal as both of these options will replace an existing park amenity. Public Works Municipal Services and Engineering have reviewed all 3 potential locations.

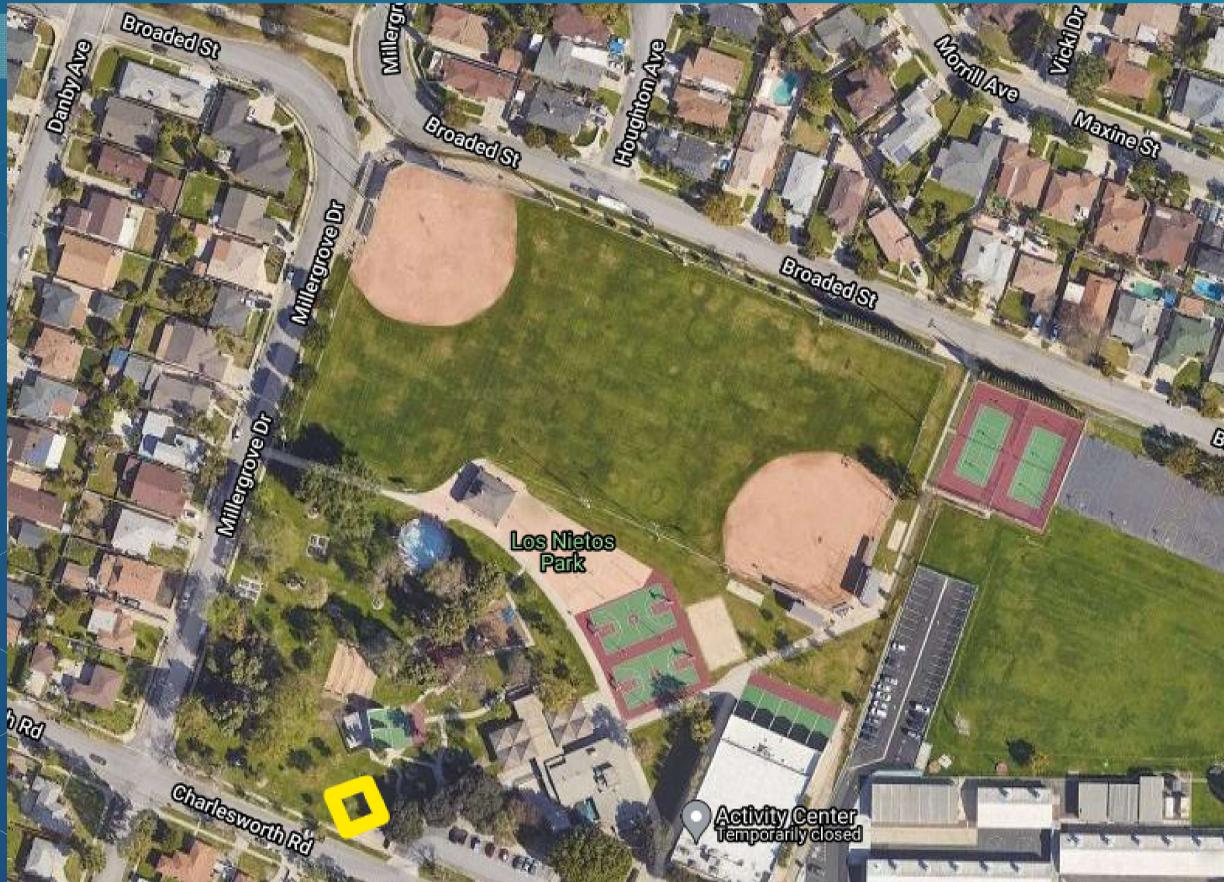
The Mayor may call upon Gus Hernandez, Parks & Recreation Manager, to answer any questions the Council may have regarding this staff report.

  
Raymond R. Cruz  
City Manager

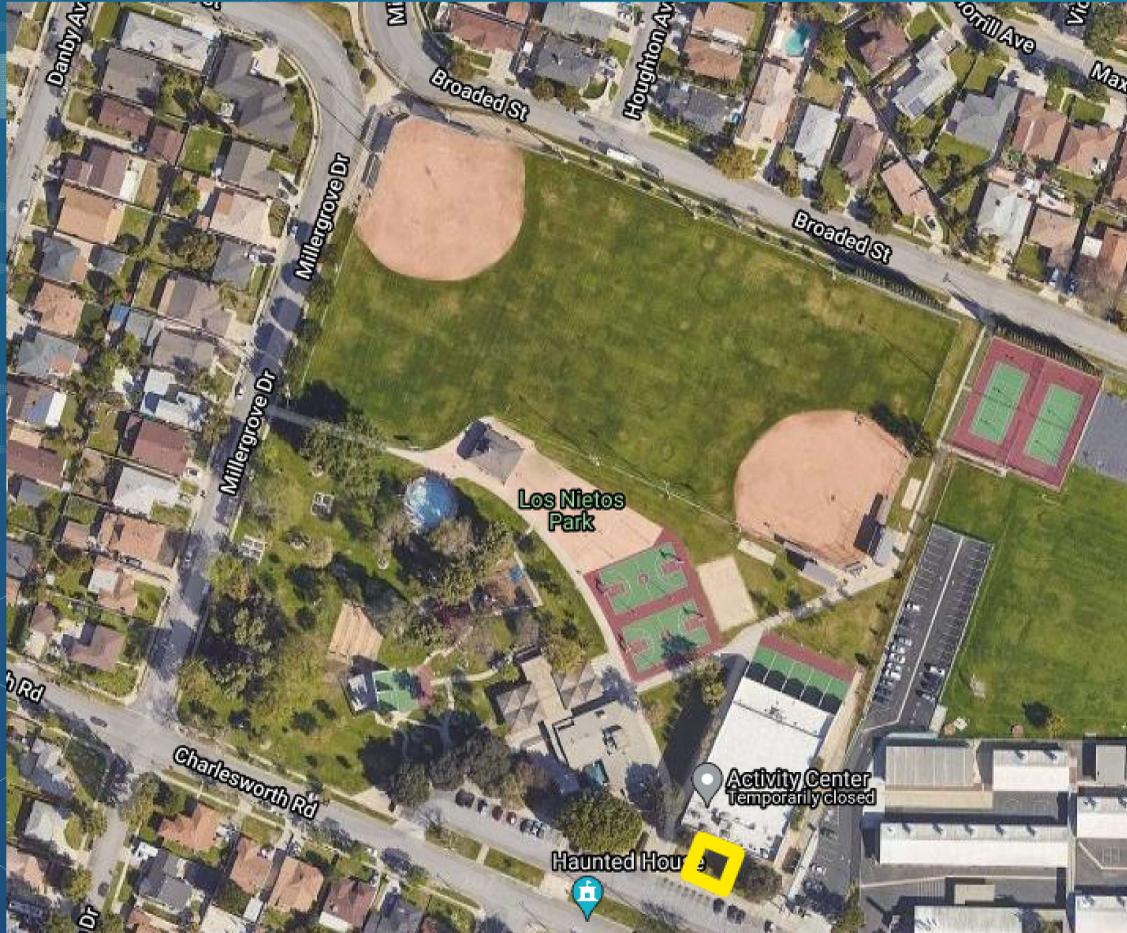
**Attachments**

1. Fitness Court Site – Original Site Identified
2. Fitness Court Site – Options 1 – 3

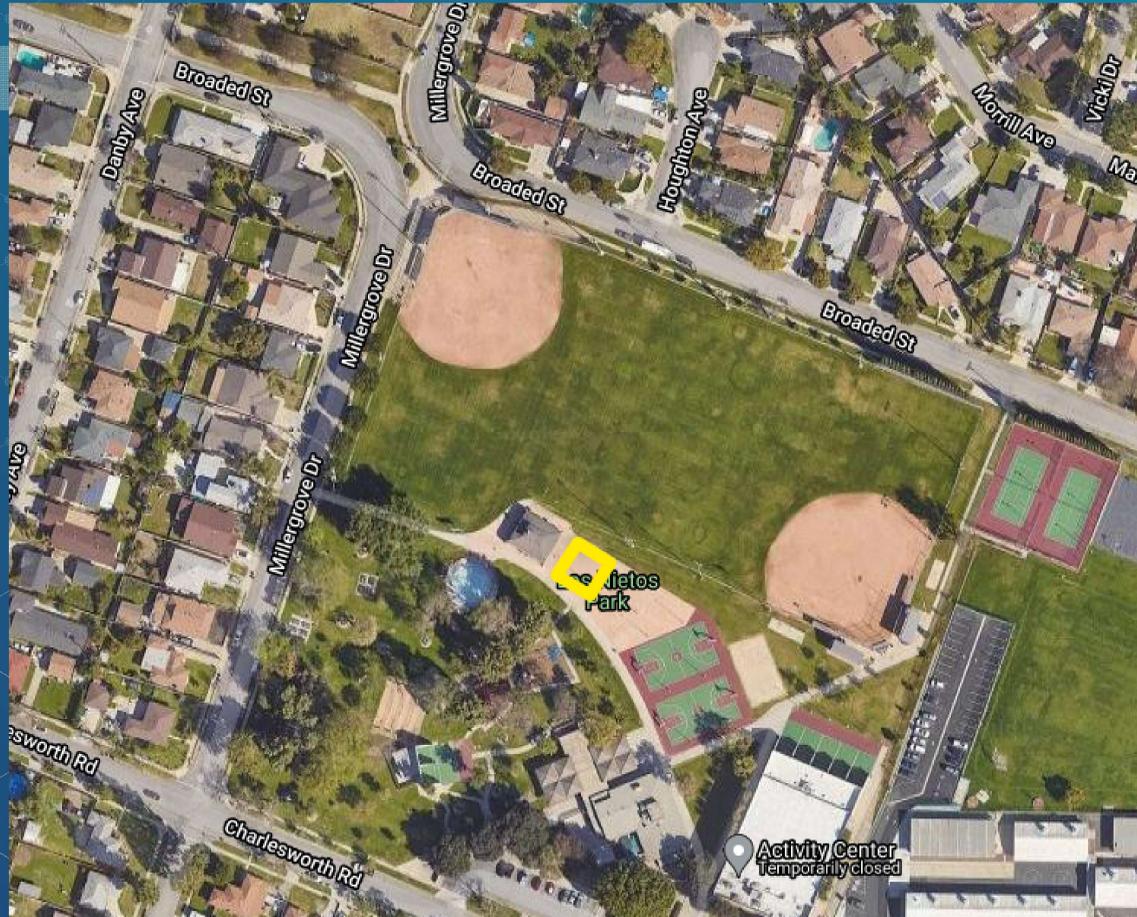
# Fitness Court Site – Original Site Identified



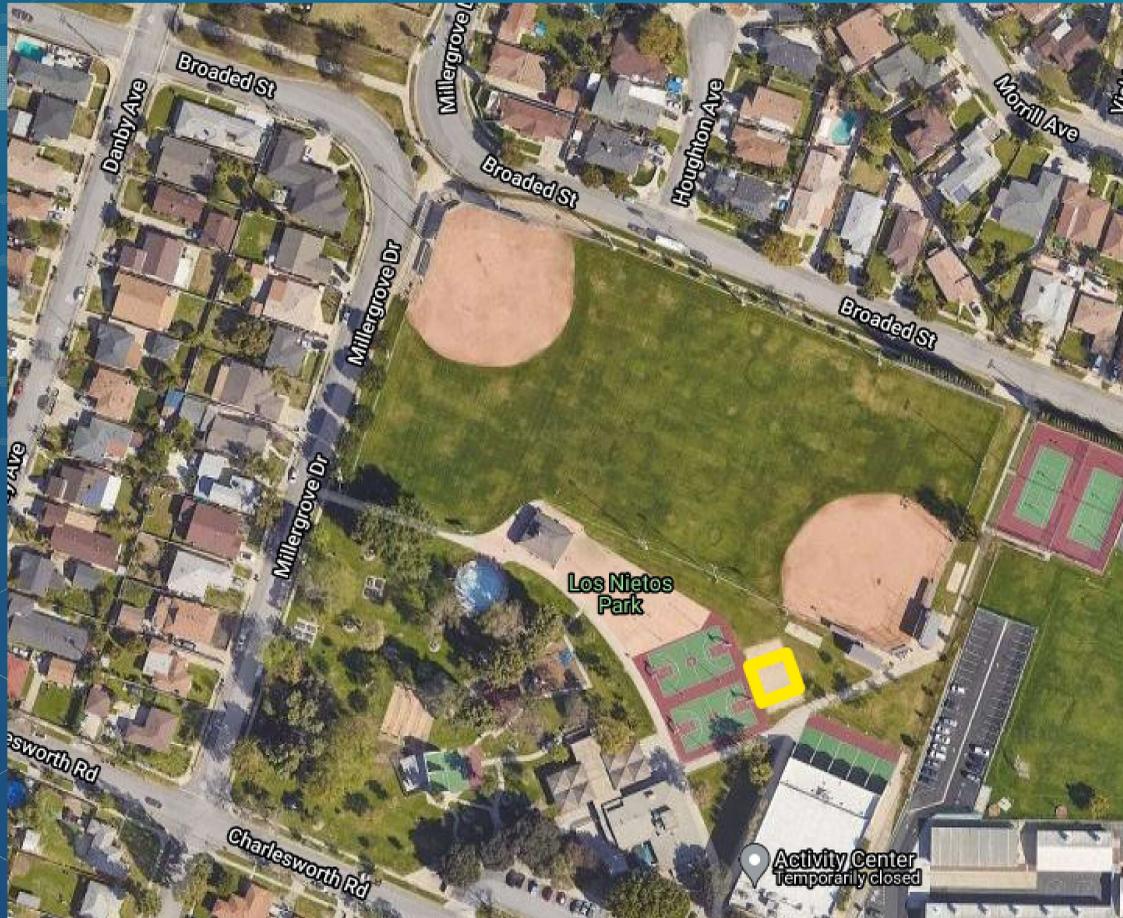
# Fitness Court Site - Option 1



# Fitness Court Site - Option 2



# Fitness Court Site - Option 3





**NEW BUSINESS**

Approval of Modified Agreement with Active Network for Recreation Management Software

**RECOMMENDATIONS**

- Approve the Modified Agreement with Active Network in a final form approved by the City Attorney’s office.
- Authorize the City Manager to sign the agreement on behalf of the City.

**BACKGROUND**

Active Network is one of the premiere recreation software management systems in the industry. It is used by hundreds of municipal recreation agencies not only throughout the state, but across the country. Agencies located within a 20 mile radius that use Active Network include:

- Bell
- Bellflower
- Brea
- Buena Park
- Carson
- Downey
- LA County
- La Habra
- Long Beach
- Monterey Park
- Norwalk
- Paramount
- Temple City
- Yorba Linda

The City of Santa Fe Springs entered into an agreement with Active Network in October of 2005 to provide activity registration and facility reservation software. The original term of the agreement was for 2 years, with automatic 1 year renewals thereafter. The rates of the agreement were originally at 1.5% for in-person cash or check transactions, 3.75% for in-person credit card transactions, and refunds incurred a cost of \$0.10 per transaction (in-person transaction fees are absorbed by the City). Additionally, each online registration incurred a cost of 6.5% plus a \$0.50 charge, with a minimum service charge of \$2.00 per transaction (online transaction fees are passed onto customers). Active Network reserves the right to change fees at any time. Over the lifespan of this agreement, in-person cash or check transactions have increased to 3.01%, and in-person credit card transactions increased to 6.619%. Online transaction fees were slightly reduced to 6.19%.

The new term of the agreement that is being presented is for 3 years, with automatic 3 year renewals. The new 3 year agreement lowers the rate of in-person cash or check transactions to 2.5%, in-person credit card transactions to 5.5%, and online transaction fees to 5%. Refunds remain at \$0.10 per transaction. Under the new agreement, Active Network reserves the right to change fees at any time once per calendar year; however, they cannot increase fees by more than 12.5% per year. It is staff’s experience working with Active Network that fees are typically not raised in consecutive years. A comparison of the rates are as follows:

<b>Fee</b>	<b>2005</b>	<b>Current</b>	<b>Proposed</b>
In-Person Cash or Check	1.5%	3.010%	2.5%
In-Person Credit Card	3.75%	6.619%	5.5%
*Online Transaction Fee	6.5% + \$0.50	6.190%	5%

*\*Paid by customer*

It is important to note that up to this date, deposits for facility rentals were processed independently using manual systems through 2 independent platforms. The Community Services Department is transitioning to process deposits through Active Network. This will provide for a higher level of efficiency as staff will no longer have manual entries through different platforms, it will make it easier for record keeping and reconciling as only 1 system will be used, and it will provide for better customer service as credit card deposit refunds will be refunded within 2-5 business days. Although this piece of information regarding deposits is not contingent on the new agreement, it is being included in the staff report for transparency.

### **LEGAL REVIEW**

The City Attorney has reviewed the proposed agreement with Active Network.

### **FISCAL IMPACT**

The amount paid to Active Network is budgeted annually in contractual services under several accounts in Community Services. Below is a breakdown of actual fees processed through Active Network in fiscal year 2018-2019, actual fees paid to Active Network in fiscal year 2018-2019, and a comparison of those fees under the new rate structure.

Type of Transaction	Revenue Processed Through Active Net FY 18-19	Actual 18-19 Paid to Active Net	Projection at New Rates
In-Person Cash or Check	\$300,102	3.010% \$9,303	2.5% \$7,502
In-Person Credit Card	\$568,004	6.619% \$37,569	5.5% \$31,240
Total	\$868,106	- \$46,872	- \$38,742

As noted in the table above, the projection of the new rates would save the City an estimated \$8,130.

The change in operation to facility deposits is reflected in the fiscal year 2021-2022 proposed operating budget and is expected to increase the overall payment to Active Network by approximately \$8,000-\$12,000 (exact amount depends on the amount of deposits processed).

The Mayor may call upon Gus Hernandez, Parks & Recreation Manager, to answer any questions the Council may have regarding this staff report.



Raymond R. Cruz  
City Manager

### **Attachments**

1. Recreation and Membership Management Product Attachment (Modified Agreement with Active Network)
2. Active Network Hosted Products Services Agreement (Original Agreement with Active Network, signed 2005)

[Products & Services Terms](#) > Recreation and Membership Management Product Attachment

### Recreation and Membership Management Product Attachment

This document is a "Product Attachment" as defined in the General Terms entered into by Client and Active and is subject to and incorporates by reference the provisions of the General Terms. This Product Attachment is effective as of the date it is "accepted" (in accordance with the Preamble to the General Terms). Any capitalized terms not defined herein have the meaning ascribed to them in the General Terms.

**1. SERVICES.** Active will provide Services related to events, camps, licenses, classes, tickets, contests, permits, facility/equipment use, transactions, sales, memberships, reservations, donations, and/or activities (together, "**Events**"), including without limitation access to its SaaS. Client agrees to cooperate with Active and to provide Active with certain information relating to Client's organization as necessary for Active to provide the Services and SaaS. SaaS provided hereunder are deemed delivered when access is made available to Client.

### 2. LICENSE TO INTELLECTUAL PROPERTY/PROMOTION.

**2.1.** Active hereby grants to Client a limited, non-exclusive, non-transferable, non-sublicensable license during the term of this Product Attachment (a) to use the SaaS for the purposes of offering, promoting, managing, tracking, and collecting fees in connection with Client's Event(s) solely in accordance with the Agreement and the Schedule, which for purposes hereof will include the support and maintenance handbook applicable to the Products, as may be updated from time to time, such handbook being available for review in the Client portal, and (b) to display, reproduce, distribute, and transmit in digital form Active's name and logo solely for the purposes set forth in this [Section 2](#). Client hereby grants to Active a limited license to use information provided by Client relating to Client's organization and Event, which may include content regarding the Event, Client's organization's name, trademarks, service marks, and logo, in connection with the promotion of Client's organization or Events and the Services that Active provides.

**2.2.** Client will make reasonable efforts to promote and encourage the use and availability of the SaaS in connection with the promotion of Events. During the term of this Product Attachment, Active will be the sole and exclusive provider of registration software and other services similar to the Software and Services provided to Client hereunder for all of Client's Events for which registration begins during the term of this Product Attachment until the Event occurs. Client expressly understands and agrees that the exclusivity set forth in this [Section 2.2](#) is consideration in exchange for the pricing and other benefits being provided to Client hereunder.

**2.3.** Active may present commerce offers to users who register for, sign up, or otherwise use the SaaS in connection with the Events ("**End Users**"). Any such End Users may opt in to receive information, items, or promotions/deals from Active or third parties, in which case, Active or such third party will be responsible for fulfillment and providing customer service for any such offers. Client will not present any competing offers to End Users.

**2.4.** Client will: (a) not use the SaaS to transmit, publish, or distribute any material or information: (i) for which Client does not have all necessary rights and licenses, including any material or information that infringes, violates, or misappropriates the intellectual property rights of any third party; (ii) that contains a computer virus or other code, files, or programs designed to disrupt or interfere with the functioning of the SaaS; (iii) that is inaccurate or misleading; (iv) that is or that may reasonably be perceived as being harmful, threatening, offensive, obscene, or otherwise objectionable; (v) that contains a virus or malicious code; or (vi) that includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable person would consider private in nature; (b) not attempt to gain access to any systems or networks that connect to the Services and SaaS except for the express purpose of using the SaaS for their intended use; (c) not engage in any activity that interferes with or disrupts the SaaS; (d) not use the SaaS in violation of the CAN-SPAM Act, Canadian Anti-Spam Legislation, or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications.

### 3. INFORMATION COLLECTION.

**3.1.** Active collects certain information from End Users (collectively, "**Participant Information**"). Client may login to Active's data management system to access the Participant Information. Client is responsible for the security of its login information and for the use or misuse of such

information. Client will immediately disable a user's access who is using the SaaS on its behalf or notify Active in writing if any such user is no longer authorized or is using such information without Client's consent. Active may rely, without independent verification, on such notice, and Client, inclusive of Client's parent, subsidiaries, and affiliated entities, as applicable, and each of their respective officers, directors, managers, shareholders, owners, agents, employees, contractors, and representatives covenant not to sue and agree to defend, indemnify, and hold harmless Active from any claims arising from Active providing, denying, suspending, or modifying access to or use of the SaaS and Services of any individual as directed by Client or by someone who Active reasonably, under the circumstances, believes is authorized to act on behalf of Client. In the event of any dispute between two or more parties as to account ownership, Client agrees that Active will be the sole arbiter of such dispute in its sole discretion and that Active's decision (which may include termination or suspension of any account subject to dispute) will be final and binding on all parties. Client agrees not to use the Software or Services to collect or elicit (a) any special categories of data (as defined in the European Union Data Protection Directive, as may be amended from time to time), including, but not limited to, data revealing racial or ethnic origin, political opinions, religious or other beliefs, trade-union membership, as well as personal data concerning health or sexual life or criminal convictions other than as expressly directed by Active, and in such event, only in pre-defined fields within the Software that are intended for that purpose; or (b) credit card information other than in pre-defined fields within the Software that are intended for that purpose.

**3.2.** Both parties agree to use the collected information in compliance with (a) all applicable laws, rules and regulations, including, without limitation, those governing privacy and personal information (e.g., by including an appropriate CAN-SPAM Act and Canadian Anti-Spam Legislation opt out mechanism in email communications) and the use of credit card data (e.g., using credit card information only for purposes authorized by the cardholder); (b) applicable credit card network rules and Payment Card Industry Data Security Standards; and (c) Active's privacy policy, as published on its website or otherwise provided by Active from time to time.

#### **4. FEES.**

**4.1.** Client will pay the fees as more fully described in the applicable Schedule. Unless otherwise set forth in the applicable Schedule, Active will charge registration fees to individuals who register for the Events or purchase goods or services online, and will process and collect such fees as a merchant of record according to the card networks. On a bi-weekly basis, unless otherwise set forth in the applicable Schedule, Active will pay Client sums due to Client based on the total fees collected, net of Active's service fees as set forth in the applicable Schedule and any other deductions provided herein. The applicable currency will be set forth in the Schedule.

**4.2.** Active may suspend its performance hereunder, including remitting payments, or terminate the Agreement or this Product Attachment in the event it reasonably believes that Client's use of the Services or SaaS is not in compliance with applicable law or the Agreement, is fraudulent, or is otherwise suspect, or if there is a dispute as to the legal authority of a Client-associated party to perform hereunder. If Active reasonably believes that a transaction may be fraudulent or otherwise contrary to law, Active may issue an invoice or offset an equivalent amount from Client's account or any payment Active owes to Client and return the value to the End User (as set forth below) and if sufficient funds are not available, Client must reimburse Active on demand. Active will notify Client of the reason for such offset provided that it is lawful to do so.

**4.3.** If the Schedule indicates that Client is paying on a subscription basis, Client will be invoiced for the first year of subscription fees upon the date of the first live operational use of the SaaS for the Event(s) ("**Go-Live Date**"), with subsequent annual subscription fees being invoiced upon each anniversary of the Go-Live Date.

**4.4.** If (a) there are any overdue amounts owed by Client; or (b) there are returned charges or items, including those resulting from any error or complaint related to an Event, Active has the right to charge fees owed to Active by Client by issuing an invoice, or by offsetting the deficiency from any account balance Client maintains with Active or any payment Active owes Client.

**4.5.** All fees described in the applicable Schedule are in consideration of the SaaS and Services that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agrees not to impose such a surcharge on any end user.

**4.6.** In the event Client is entering into this Product Attachment and using the Services and/or SaaS for the benefit of a third-party Event or organization ("**Third Party Recipient**"), Client agrees that Active can remit amounts directly to the Third Party Recipient identified by Client. In addition, Client will cause each Third Party Recipient to agree to and comply with provisions that are at least as protective of Active as Section 4 of the General Terms and Section 5 of this Product Attachment in Client's agreement with such Third Party Recipient. Should Client fail to obtain such agreement to such provisions and the failure results in costs or damages to Active, Client agrees to defend, indemnify, and hold Active harmless from any such costs and damages, including, without limitation, reasonable attorneys' fees. In addition, Client is responsible and liable for each Third Party Recipient's compliance with the terms and conditions of the Agreement.

**4.7.** It is Client's responsibility to notify End Users of Client's refund policy. Client must ensure that Client's refund policies are consistent with the Agreement. Client agrees that all fees for a given Event are earned by Client only following either the conclusion or delivery of the applicable Event (as applicable) and all amounts ultimately due to Client will be net of all service fees, reversals, refunds, disputed charges, chargebacks and other deductions whether due to customer complaints, allegations of fraud, discrepancies related to the applicable Event or otherwise. No payments will be made to Client with respect to any Event that is cancelled. If payments have already been made by Active to Client for a cancelled Event or if Active reasonably determines that it is prudent or otherwise necessary to pay a refund to or honor a chargeback request from an End User, Active may issue an invoice or offset an equivalent amount from Client's account or payment owed by Active to Client and return the value to the End User, and if sufficient funds are not available, Client must reimburse Active on demand. Active will notify Client of the reason for such offset provided that it is lawful to do so.

**4.8.** When Active is acting as the merchant of record and Client elects to include an additional fee in the End Users' cart that is identified as a "sales tax" or similar designation, then, no more frequently than once per calendar year during the term of the Agreement, Active may, upon at least 5 business days' prior written notice, (i) require Client to send to Active Client's books and records related to its sales tax payments, and/or (ii) visit Client's premises during Client's normal business hours to review Client's sales tax payments.

**5. INDEMNIFICATION.** Client will defend, indemnify, and hold Active harmless from and against any third party claim, demand, cause of action or proceedings (whether threatened, asserted, or filed) ("**Claims**") against Active to the extent that such Claim is (a) based upon (i) injury or death to a person or damage to property resulting from the participation in an Event operated by Client in connection with the Services and/or SaaS; (ii) Client's provision to Active of materials, products, or services as part of Client's obligations hereunder that infringe the intellectual property rights of any third party provided that such materials, products, or services are used by Active in accordance with the Agreement; (iii) use or unauthorized disclosure of Participant Information by Client or other third parties to whom access is given to Participant Information as provided hereunder; (iv) Client's use of the Services and/or SaaS in violation of Section 2.4 of this Product Attachment; (v) any claims for refunds, reversals or chargeback requests from End Users; or (b) brought by a Third Party Recipient or brought in connection with Active's payment to a Third Party Recipient of any fees due hereunder in accordance with the Agreement.

## **6. TERM AND TERMINATION.**

**6.1.** Unless otherwise set forth in the applicable Schedule, the initial term of this Product Attachment will be for 3 years from the Effective Date with automatic renewals for 3 year terms thereafter (each, a "**Renewal Term**"), unless either party gives written notice to the other party to terminate this Product Attachment no less than 12 months prior to the expiration of the then-current term. Unless otherwise set forth in the applicable Schedule, to the extent that Client enters into a Schedule for additional Services and/or SaaS that are related to or interoperable with Services or SaaS set forth in a previously entered into Schedule, the term of such subsequent Schedule will be concurrent and coterminous with the term of the previously entered into Schedule.

**6.2.** If Client has entered into a sub-merchant agreement for payment processing services, and such agreement is terminated by the applicable acquiring bank, Active may terminate this Product Attachment and the effected Schedule.

**6.3.** Notwithstanding the termination or expiration of this Product Attachment or the Agreement under any circumstance other than in the event of Active's material, uncured breach of the Agreement, the parties agree that Active will continue to be the exclusive provider of registration software and other services similar to the Services and SaaS for all of Client's Events for which registration begins during the term of this Product Attachment until the Event occurs.

## **7. ASSIGNMENT.**

**7.1.** Client may not resell, assign, or transfer any of its rights or obligations hereunder except as expressly provided herein, and any attempt to resell, assign, or transfer such rights or obligations without Active's prior written approval will be null and void.

**7.2.** Client will cause each Schedule hereunder to be assigned to (a) the purchaser of all or substantially all of Client's assets or equity securities or (b) to any successor by way of merger, consolidation, or other corporate reorganization of Client ((a) and (b) together, a "**Change of Control**").

**7.3.** Client will provide written notice to Active of any proposed or completed Change of Control as soon as permissible and in any event within 5 days of the public announcement or close of the transaction, whichever occurs first. Within the 30 day period following such notice, Active will have the right to immediately terminate each applicable Schedule if Active determines, in its reasonable good faith discretion that the purchaser or assignee is a competitor of Active or a party with whom Active does not want to do business. Client agrees to require that the purchaser or assignee (as outlined in this Section 7) agree, in writing, to be bound by the terms and conditions of the Agreement and each applicable Schedule.

## 8. MISCELLANEOUS.

8.1. Sections 5, 6, and 8 of this Product Attachment and any fees owed by Client will survive any termination or expiration of the Agreement.

8.2. The “**Liquidated Damage Amount**” equals the “Annual Projected Contract Value” (to the extent such amount is specified in the applicable Schedule(s)) times the number of years in the then-current term, minus the amount of revenue already paid to Active during the then-current term, net of all refunds, credit card chargebacks, and all other deducted amounts. Client agrees that (a) it will pay Liquidated Damages to Active if (i) Client breaches its exclusivity obligations under Section 2.2 of this Product Attachment; (ii) Active terminates a Schedule and/or the Agreement in accordance with Section 5.2 of the General Terms; (iii) Client fails to cause an assignment as specified in Section 7 of this Product Attachment; and/or (iv) Active terminates a Schedule and/or the Agreement pursuant to Section 7.3 of this Product Attachment; (b) all Liquidated Damage Amounts set forth in the Agreement will automatically reset during each Renewal Term; (c) Active may offset any Liquidated Damages Amount set forth in the Agreement from any account balance Client maintains with Active or any payment Active owes Client; (d) because of the difficulty in making a precise determination of actual damages incurred by Active, the Liquidated Damage Amount will be assessed, not as a penalty, but as a reasonable approximation of costs incurred by Active and Active’s loss of revenue; and (e) that in any suit or other action or proceeding involving the assessment or recovery of liquidated damages, the reasonableness of the Liquidated Damage Amount will be presumed and the liquidated damages assessed will be in addition to every other remedy now or hereinafter enforceable at law, in equity, by statute, or under the Agreement.

ACTIVE Network is on a mission to make the world a more active place. With deep expertise in activity and participant management™, our ACTIVE Works® cloud technology and online event registration software powers the world’s activities and connects people with the things they love, want and need to do.

## Products and Services General Terms

Your relationship with Active and your use of Active's products and services (including your licensing of Active's SaaS and/or Desktop Software, your use of Services, and/or your purchase or leasing of Hardware) are subject to the terms and conditions set forth herein and are between you and Active. Capitalized terms are defined in [Section 7](#) below, unless otherwise defined within the body of this Agreement, the applicable Product Attachment, or Schedule. In order to use the Products, you (referred to herein as "**Client**") must first agree to this Agreement. You represent and warrant that you have the necessary and full right, power, authority, and capability to accept this Agreement, to bind your organization, and to perform your obligations hereunder. You can accept this Agreement by: (a) clicking to accept or agree to this Agreement, where this option is made available to you by Active in the user interface for any Product; (b) where a link to this Agreement appears in an order form, Schedule, or other document provided to you by Active, by signing such document; (c) by signing this Agreement, if there is a designated area to sign; or (d) by actually using the Products. In the case of (d), you understand and agree that Active will treat your use of the Products as acceptance of this Agreement from that point onwards. You may not use the Products and may not accept this Agreement if (i) you are not of legal age to form a binding contract with Active, or (ii) you are a person barred from receiving the Products under the laws of the United States or other countries, including the country in which you are a resident or from which you use the Products. You may not use the Products if you do not accept this Agreement. By accepting this Agreement, you agree as follows:

### 1. AGREEMENT STRUCTURE AND SCOPE.

**1.1. General Terms and Incorporation of Product Terms.** This Agreement establishes the general terms and conditions to which the parties have agreed to in order to facilitate the licensing of Software and the provision of Products. Additional Product-specific terms and conditions are set forth in one or more documents referenced in the applicable Schedule, each of which is incorporated herein (each, a "**Product Attachment**"). All references to the "**General Terms**" mean this document, exclusive of Product Attachments and Schedules.

**1.2. Incorporation of Schedules.** The parties may enter into new Schedules from time to time. Each Schedule incorporates the terms of these General Terms and the applicable Product Attachment.

**1.3. Incorporation of EULAs.** Client's use of any Third Party Products hereunder may be subject to, and Client will comply with, this Agreement and any applicable Third Party EULA(s).

**1.4. Affiliates.** Client's Affiliates may order Products from Active (or one of Active's Affiliates) by entering into a Schedule. In the event that a Client Affiliate enters into a Schedule with Active (or an Affiliate of Active), reference in this Agreement to "**Client**" and "**Active**" will mean the respective entity that accepts (as described in the Preamble) the applicable Schedule. Each such Schedule will be deemed to be a separate agreement.

### 2. FINANCIAL TERMS.

**2.1. Fees; Payment Terms; Currency.** Fees, currency, and payment terms are specified in the applicable Schedule. Unless otherwise specified in the Schedule, all amounts owed by Client that are not directly collected by Active are due from Client within 30 days from either (a) the end of the remittance cycle during which the fees accrued (if related to registrations or transaction processing), or (b) the date of the applicable invoice. Past due fees will accrue interest at the lesser of the annual rate of 10% per annum or the maximum amount permitted by applicable law. In the event of any non-payment or delay in paying a fee, Client agrees to reimburse Active for any fees and expenses incurred in its collection efforts. Payment of fees is under no circumstances subject to or conditioned upon the delivery of future Products or functionality. Except as otherwise provided in a Schedule, Active may modify the fees once per calendar year upon 30 days' notice, provided that any such increase will not exceed 12.5% over the then-current transaction fees or 5% over the then-current subscription fees.

**2.2. Taxes.** The prices in this Agreement do not include Taxes. Client is responsible for and agrees to pay any and all Taxes. If Client is tax-exempt, Client will send Active a copy of its valid tax-exempt certificate (or, as applicable, its reseller's certificate) prior to execution of any Schedule. Client is solely responsible for determining which, if any, Taxes apply to Client's use of the Products and for collecting, remitting, and

reporting the correct amounts of all such Taxes to the applicable governmental authorities, even if Active provides Client with tools that assist Client in doing so. In the event that a governmental authority requires Active to pay any Taxes attributable to Client's use of the Products, Client agrees to defend, indemnify, and hold Active harmless from all such Taxes and all costs and expenses related thereto.

### **3. LIMITED RIGHTS AND OWNERSHIP; INDEMNIFICATION.**

**3.1. Reservation of Rights.** All rights not expressly granted in this Agreement are reserved by Active and its licensors. Client acknowledges that: (a) all Protected Materials are licensed and not sold; (b) Client acquires only the right to use the Products in accordance with this Agreement, and Active and/or its licensors will retain sole and exclusive ownership of and all rights, title, and interests in the Products, including the following: (i) all Intellectual Property embodied or associated with the Products, (ii) all deliverables and work product associated with the Products, and (iii) all copies and derivative works thereof; and (c) the Products, including the source and object codes, logic, and structure, contain and constitute valuable trade secrets of Active and its licensors.

**3.2. Restrictions.** Unless otherwise set forth in a EULA, Product Attachment, or Schedule, Client will not itself, or through any Affiliate, employee, consultant, contractor, agent, or other third party: (a) sell, resell, distribute, host, lease, rent, license, or sublicense, in whole or in part, the Protected Materials; (b) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer, or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure, or other elements of the Products in whole or in part, for competitive purposes or otherwise; (c) allow access to, provide, divulge, or make available the Protected Materials to any user other than those who are licensed to have such access; (d) write or develop any derivative works based upon the Products; (e) modify, adapt, translate, or otherwise make any changes to the Products or any part thereof; (f) use the Protected Materials to provide processing services to third parties, or otherwise use the same on a service bureau basis; (g) disclose or publish, without Active's prior written consent, (i) performance or capacity statistics, or the results of any benchmark test performed on the Products, or (ii) the terms (but not the existence) of this Agreement or other valuable trade secrets of Active or its licensors; (h) without Active's prior written consent, perform or disclose or cause to be performed or disclosed any information related to any security penetration or similar tests; (i) disclose or otherwise use or copy the Protected Materials except as expressly permitted herein; (j) remove from any Products identification, patent, copyright, trademark, or other notices or circumvent or disable any security devices' functionality or features; (k) contest or do or aid others in contesting or doing anything which impairs the validity of any proprietary or Intellectual Property rights, title, or interests of Active in and to any Products; (l) use the Products for other than authorized and legal purposes, consistent with all applicable laws, regulations, and the rights of others; (m) take any steps to avoid or defeat the purpose of security measures associated with the Products, such as sharing of login and password information, or attempt to circumvent any use restrictions; or (n) except as expressly permitted by this Agreement, use the Protected Materials for hosting purposes.

**3.3. Enforcement.** Client will (a) ensure that all users of Products comply with the terms and conditions of this Agreement; (b) promptly notify Active of any actual or suspected violation thereof; and (c) cooperate with Active with respect to any investigation and enforcement of this Agreement.

**3.4. Intellectual Property Indemnification.** Active agrees to defend, settle, and pay damages (including reasonable attorneys' fees) relating to any third party claim, demand, cause of action, or proceedings (whether threatened, asserted, or filed) ("**Claims**") against Client to the extent that such Claim is based upon Active's proprietary Products (excluding Third Party Products) directly infringing a United States patent, registered United States copyright, or registered United States trademark, provided that the Products are used in compliance with this Agreement.

### **4. DISCLAIMERS AND LIMITATION OF LIABILITY.**

**4.1** EXCEPT AS OTHERWISE SET FORTH HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU ACKNOWLEDGE AND AGREE THAT THE PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE WARRANTIES, IF ANY, SET FORTH HEREIN AND IN THE PRODUCT ATTACHMENTS ARE LIMITED TO THEIR EXPRESS TERMS AND ARE IN LIEU OF, AND ACTIVE, ITS LICENSORS, AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING ANY (a) WARRANTY THAT THE PRODUCTS ARE ERROR-FREE OR "BUG"-FREE, ACCURATE, SECURE, OR RELIABLE; (b) WARRANTY THAT THE PRODUCTS WILL OPERATE WITHOUT INTERRUPTION; (c) WARRANTY THAT ALL ERRORS WILL BE CORRECTED OR THAT THE PRODUCTS WILL COMPLY WITH ANY LAW, RULE, OR REGULATION; (d) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT; (e) IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE; AND (f) WARRANTY THAT THE PRODUCTS WILL MEET CLIENT'S REQUIREMENTS. ACTIVE WILL NOT BE LIABLE FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT, STATUTE, TORT, OR OTHERWISE), INCLUDING DAMAGES FOR LOST PROFITS, LOST SAVINGS, COST OF REPLACEMENT SERVICES, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, OR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, WHETHER OR NOT ACTIVE HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HOWEVER, SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR

CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION ONLY APPLIES WHERE ALLOWED. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ACTIVE'S TOTAL AGGREGATE LIABILITY FOR ALL MATTERS ARISING FROM OR RELATED TO THIS AGREEMENT IS LIMITED TO (I) THE AMOUNT OF FEES ACTUALLY PAID BY CLIENT AS CONSIDERATION FOR THE SPECIFIC PRODUCT UNDER THE APPLICABLE SCHEDULE GIVING RISE TO SUCH CLAIMS DURING THE 12 MONTH PERIOD PRECEDING THE DATE ON WHICH THE FIRST CAUSE OF ACTION AROSE, OR (II) IF NO SUCH PAYMENTS HAVE BEEN MADE OR SUCH AMOUNTS CANNOT BE CALCULATED, 10,000 U.S. DOLLARS (OR THE EQUIVALENT THERETO AS DETERMINED BY THE APPLICABLE COUNTRY'S CURRENCY), AS APPLICABLE. NOTWITHSTANDING THE ABOVE, IF YOU RESIDE OUTSIDE OF THE U.S., THIS DOES NOT AFFECT ACTIVE'S LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ITS NEGLIGENCE, NOR FOR FRAUDULENT MISREPRESENTATION, MISREPRESENTATION AS TO A FUNDAMENTAL MATTER, OR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

**4.2** TO THE EXTENT THIS AGREEMENT IS GOVERNED BY ENGLISH LAW, THE FOLLOWING APPLIES: ACTIVE IS LIABLE UNDER APPLICABLE STATUTORY PROVISIONS FOR INTENT AND GROSS NEGLIGENCE. THE SAME APPLIES TO ASSUMPTIONS OF GUARANTEES, STRICT LIABILITY, OR INJURY TO LIFE, LIMB, OR HEALTH. ACTIVE IS LIABLE FOR ANY NEGLIGENT BREACHES OF ESSENTIAL CONTRACTUAL OBLIGATIONS BY ACTIVE BUT THE AMOUNT SHALL BE LIMITED TO THE TYPICALLY OCCURRING FORESEEABLE DAMAGE. ANY ADDITIONAL LIABILITY OF ACTIVE IS EXCLUDED.

**4.3** TO THE EXTENT THIS AGREEMENT IS GOVERNED BY AUSTRALIAN LAW, THE FOLLOWING APPLIES: EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND EXCEPT FOR ANY CONDITION OR WARRANTY THE EXCLUSION OF WHICH COULD BE VOID OR OTHERWISE CONTRAVENE THE TRADE PRACTICES ACT 1974 (CTH) OR ANY OTHER APPLICABLE LAW ("NON EXCLUDABLE CONDITION"), ALL SOFTWARE AND SERVICES OF ACTIVE ARE PROVIDED TO YOU ON AN "AS-IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR ANY NON-EXCLUDABLE CONDITION OR OTHERWISE AS CONTAINED IN THIS AGREEMENT, ACTIVE EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE USE OF ITS SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE SPECIFICATIONS WILL MEET YOUR REQUIREMENTS. WHERE LEGISLATION IMPLIES INTO THIS AGREEMENT ANY NON-EXCLUDABLE CONDITION, ACTIVE'S LIABILITY FOR ANY BREACH OF SUCH NON-EXCLUDABLE CONDITION WILL BE LIMITED AT ACTIVE'S SOLE DISCRETION TO ONE OR MORE OF THE FOLLOWING: (1) IN THE CASE OF GOODS, ANY ONE OR MORE OF THE FOLLOWING: (I) THE REPLACEMENT OF THE GOODS OR THE SUPPLY OF EQUIVALENT GOODS; (II) THE REPAIR OF THE GOODS; (III) THE PAYMENT OF THE COST OF REPLACING THE GOODS OR OF ACQUIRING EQUIVALENT GOODS; OR (IV) THE PAYMENT OF THE COST OF HAVING THE GOODS REPAIRED; (2) IN THE CASE OF SERVICES: (I) THE SUPPLYING OF THE SERVICES AGAIN; OR (II) THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN. (B) ACTIVE SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL OR PUNITIVE DAMAGES INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFIT, LOSS OF GOODWILL, WORK STOPPAGE, DATA LOSS, ANTICIPATED SAVINGS OR COMPUTER FAILURE WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF ACTIVE OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH LOSS OUGHT REASONABLY TO HAVE BEEN IN THE CONTEMPLATION OF THE PARTIES AT THE AGREEMENT DATE. DESPITE ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT, ACTIVE'S TOTAL AGGREGATE LIABILITY FOR ALL MATTERS ARISING FROM OR RELATED TO THIS AGREEMENT IS LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY YOU AS CONSIDERATION FOR THE SOFTWARE AND SERVICES GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE.

**4.4** FOR THE PURPOSES OF THIS SECTION 4 AND ANY INDEMNIFICATION PROTECTING ACTIVE UNDER THIS AGREEMENT, REFERENCE TO ACTIVE WILL ALSO INCLUDE ITS SUPPLIERS AND LICENSORS.

## **5. TERM AND TERMINATION.**

**5.1. Term.** The term of this Agreement will be set forth in the applicable Product Attachment.

**5.2. Termination.** Either party may terminate this Agreement, including any or all Product Attachments and Schedules executed hereunder, immediately upon written notice: (a) in the event that the other party commits a non-remediable material breach of this Agreement and/or the applicable Product Attachment or Schedule, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach, except for breach of Section 2 of these General Terms which will have a 10 day cure period; or (b) in the event of institution of bankruptcy, receivership, insolvency, reorganization, or other similar proceedings by or against either party under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar laws or statutes of the United States or any state thereof, if such proceedings have not been dismissed or discharged within 30 days after they are instituted; or the insolvency or making of an assignment for the benefit of creditors or the admittance by either party of any involuntary debts as they mature or the institution of any reorganization arrangement or other readjustment of debt plan of either party not involving the

United States Bankruptcy Code. Where a party has the right to terminate this Agreement, such party may at its discretion either terminate the entire Agreement or the applicable Product Attachment or Schedule; provided however, that termination of a Product Attachment will automatically terminate all Schedules entered into pursuant to such Product Attachment. Product Attachments and Schedules that are not terminated will continue in full force and effect under the terms of these General Terms. Following termination of this Agreement or a Product Attachment (for whatever reason), if requested by Active, Client will certify that it has returned or destroyed all copies of the applicable Protected Materials and acknowledges that its rights to use the same are relinquished. Termination for any reason will not excuse Client's obligation to pay in full any and all amounts due, nor will termination by Active result in a refund of fees paid.

## **6. GENERAL PROVISIONS.**

**6.1. U.S. Government Restricted Rights.** The Products are provided with restricted rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraphs (b)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. The Manufacturer is Active Network, LLC or one of its Affiliates or subsidiaries.

**6.2. Suspension.** Active will be entitled to suspend any or all Services or deactivate Client's account, including suspending its performance and obligation to remit payments hereunder, upon 10 days' written notice to Client in the event Active reasonably believes that Client is in breach of this Agreement.

**6.3. Force Majeure.** Neither party will incur any liability to the other party on account of any loss, claim, damage, or liability to the extent resulting from any delay or failure to perform all or any part of this Agreement, if and to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the reasonable control and without any negligence on the part of the party seeking protection under this subsection, including internet service provider or third party payment delays or failures, acts of God, strikes, lockouts, riots, acts of war, terrorism, earthquake, fire, or explosions. Dates by which performance obligations are scheduled to be met will be extended for a time equal to the time lost due to the delay so caused.

**6.4. Assignment.** Active may assign this Agreement and any or all of its rights and obligations herein without Client's approval. Except as provided in an applicable Product Attachment, Client may not assign or transfer this Agreement without the prior written consent of Active.

**6.5. Export; Anti-Bribery.** The Products may include encryption software or other encryption technologies that may be controlled for import, transfer, export, or other purposes under Export Laws. Client may not export, re-export, transfer, or re-transfer or assist or facilitate in any manner the export, re-export, transfer, or re-transfer of or provide access to any portion of the Products in violation of Export Laws, as determined by the laws under which Client operates, including: (a) to any country on Canada's Area Control List; (b) to any country subject to U.N. Security Council embargo or action; (c) contrary to Canada's Export Control List Item 5505; (d) to countries subject to U.S. economic sanctions and embargoes; and (e) to persons or entities prohibited from receiving U.S. exports or U.S.-origin items, including, to any person or entity appearing on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List; the Bureau of Industry and Security's Denied Persons List, Entity List, or Unverified List; or the Department of State Debarred List. Client hereby represents and covenants that: (i) Client is eligible to access the Products under Export laws and all other applicable laws; and (ii) Client will import, export, re-export, transfer, or re-transfer the Products to, or use or access the Products in, any country or territory only in accordance with Export Laws and all other applicable laws. Furthermore, Client hereby represents and covenants that, in connection with its respective activities conducted under this Agreement, it will comply with the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.K. Bribery Act of 2010, as amended, and the Convention on Combating Bribery of Foreign Public Officials and has not and will not make or receive, directly or indirectly, any payments or gifts, or offers or promises of payments or gifts or things of value in exchange for anything that may arise out of this Agreement in a manner that would violate these laws and rules or any other applicable anti-corruption or anti-bribery laws or regulations.

**6.6. Notices.** Any notices required to be given under this Agreement will be in writing sent to the address on file with Active for Client or, in the case of Active, to the address set forth in [Section 7](#) of these General Terms to the attention of Legal Department. Notices will be deemed received the next day if sent via overnight mail or courier with confirmation of receipt, or 3 days after deposited in the mail sent certified or registered.

**6.7. Relationship.** This Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

**6.8. Severability.** If any part or provision of this Agreement is held to be unenforceable, illegal, or invalid by a court of competent jurisdiction for any reason whatsoever, (a) the validity, legality, and enforceability of the remaining provisions of this Agreement (including all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired

thereby, and (b) to the fullest extent possible, the unenforceable, illegal, or invalid provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable, illegal, or invalid provision and this Agreement will be deemed amended accordingly.

**6.9. Survival.** The following provisions will survive any termination, cancellation, or expiration of this Agreement: Sections 1, 2, 3.2, 4, 5.2, 6, and 7 of these General Terms, and such other provisions that should reasonably survive termination, cancellation, or expiration hereof.

**6.10. Amendments; No Waiver.** No amendment or waiver of any provision of this Agreement will be effective unless it is in writing and signed by the party against which it is sought to be enforced.

**6.11. Entire Agreement.** This Agreement constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, agreements, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the parties relating to its subject matter as well as any prior contractual agreements between the parties. No modification to this Agreement will be binding unless it is in writing and includes a signature by an authorized representative of each party. All pre-printed terms of any Client purchase order, business processing document, or on-line terms will have no effect. There have been no material representations or statements by any person or party to this Agreement as an inducement for a party hereto to accept this Agreement other than what is expressly set forth in writing herein.

**6.12. No Third Party Beneficiaries.** This Agreement is for the benefit of the parties and their successors and permitted assigns, and does not confer any rights or benefits on any third party, including any employee of a party, any client of a party, or any employee of a client of a party. Notwithstanding the above, the parties acknowledge that all rights and benefits afforded to Active under this Agreement will apply equally to its licensors and suppliers, and the owner of the Third Party Products with respect to the Third Party Products, and such third parties are intended third party beneficiaries of this Agreement, with respect to the Third Party Products as applicable.

**6.13 Governing Law and Venue.** Except as set forth below, this Agreement will be governed by the laws of the State of Texas, without giving effect to the conflict of law provisions thereof. The parties irrevocably agree that any legal action or proceeding relating to this Agreement will be instituted only in any state or federal court in Dallas County, Texas. Neither the United Nations Convention of Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act will apply to this Agreement. THE PARTIES HERETO IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. Notwithstanding the above, for purposes of this Agreement, certain of the terms and conditions will vary depending on the location of the Client. If a country or term is not specified below, then the Governing Law and Venue set forth above shall apply.

<b>If your principal place of business is in:</b>	<b>The governing law is:</b>	<b>The courts having exclusive jurisdiction are:</b>
Canada	Province of British Columbia	Province of British Columbia
United Kingdom, Ireland, Germany, France, or Austria	England	England
Singapore	Singapore	Singapore
New Zealand	England	England
Hong Kong	Hong Kong	Hong Kong
Australia	New South Wales	Sydney, New South Wales
Switzerland	England	England
Denmark	England	England
Netherlands	England	England
Spain	England	England
Sweden	England	England

**6.14 Order of Precedence.** To the extent any terms and conditions of these General Terms conflict with the terms and conditions of any Product Attachment, the provisions of the Product Attachment will control. To the extent any provision of these General Terms or any Product Attachment conflict with the provisions of a Third Party EULA, the Third Party EULA will control. In the event of a conflict between a Schedule and these General Terms or the applicable Product Attachment, the General Terms or the applicable Product Attachment (as applicable) will control, provided, however, that such standard variable terms such as price, quantity, license scope, payment terms, shipping instructions, and the like will be specified on each Schedule.

**6.15 Interpretation.** Any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time. The headings and pronouns contained herein are for convenience and ease of reference only and will not affect the construction or interpretation of

this Agreement. The word "including" in this Agreement means "including, without limitation." All references to days means calendar days. This Agreement will not be construed in favor of or against a party based on the author of the document.

**6.16 Counterparts.** These General Terms and each Product Attachment, Schedule, and any exhibits thereto may be executed in one or more counterparts, each of which will constitute an enforceable original of this Agreement, and the parties agree that electronic or digital signatures, as well as pdf scanned copies of signatures, will be as effective and binding as original signatures.

**6.17 Remedies Cumulative; Injunctive Relief.** All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the parties, whether provided by law, equity, statute, in any other agreement between the parties or otherwise. Furthermore, in the event of a breach or threatened breach of the intellectual property obligations in this Agreement, Active, in addition to any and all other rights (at law or in equity) which may be available, will have the right of injunctive relief and other appropriate equitable remedies to restrain any such breach or threatened breach, without the requirement of posting a bond.

## 7. DEFINITIONS.

**"Active"** means Active Network, LLC, with a principal place of business at 717 N. Harwood St., Suite 2500, Dallas, TX, 75201, together with its Affiliates, or, if your principal place of business is in Canada, Active Network Ltd., with a principal place of business at 2925 Virtual Way, Unit 310, Vancouver BC V5M 4X5.

**"Affiliates"** of a designated corporation, company, partnership, or other entity means all entities which control, are controlled by, or are under common control with the named entity, whether directly or through one or more intermediaries. For purposes of this definition "controlled" and "control" mean ownership of more than 50% of the voting capital stock or other interest having voting rights with respect to the election of the board of directors or similar governing authority.

**"Agreement"** means these General Terms, together with all Product Attachments and Schedules accepted by the parties (as described in the Preamble).

**"Client"** means the individual who accepts this Agreement (as described in the Preamble) and any business entity on behalf of which such individual accepts this Agreement.

**"Desktop Software"** means each Active-developed and/or Active-owned software product in machine readable object code (not source code) that is installed on desktop(s) or server(s) controlled by Client, the Documentation for such product, and any Updates and Upgrades thereto.

**"Documentation"** means the user instructions, release notes, manuals, or on-line help files in the form generally made available by Active, regarding the use of the applicable Software or Services, as updated by Active from time to time.

**"Effective Date"** means the date that Client accepts this Agreement (as described in the Preamble).

**"Export Laws"** means export control laws and regulations of the countries and/or territories in which Active operates or in which the Products are used, accessed, or from which the Products are provided.

**"Hardware"** means computer hardware, equipment, and/or utilities supplied by Active pursuant to a Schedule.

**"Intellectual Property"** means any and all intellectual property and proprietary rights (in whole or in part) recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed, or recorded, including inventions, technology, patent rights (including patent applications, divisions, and disclosures), copyrights and all works of authorship (whether or not copyrightable), moral rights, trade secrets, trademarks and other indicators of source (and the goodwill associated therewith), service marks, trade dress, logos, methodologies, procedures, processes, know-how, tools, utilities, techniques, protocols, various concepts, ideas, methods, models, templates, software, source code, algorithms, tools, utilities, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, layouts, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, which Active has created, acquired, or otherwise has rights in, and may, in connection with the Products or the performance of Services hereunder, create, employ, provide, modify, create, acquire, or otherwise obtain rights in, and in each case includes any derivative works, alterations, and other modifications using, incorporating, based on, or derived from the foregoing.

**"Maintenance Services"** means the provision of Updates and Upgrades related to the Software all as more particularly set out in the applicable Product Attachment and/or Schedule.

**"Preamble"** means the first paragraph of these General Terms.

**“Products”** means, collectively, SaaS, Desktop Software, Services, Hardware, and all other services, products, or materials provided by Active to Client under the terms of this Agreement.

**“Professional Services”** means the implementation, site planning, configuration, integration, and deployment of the Software or SaaS, training, project management, and other consulting services.

**“Protected Materials”** means Products, except for Hardware.

**“SaaS”** means (a) the software as a service which is hosted by Active or its hosting providers and which is accessed by Client and its users via the internet; (b) Active’s web sites; and (c) associated services, as more fully described in the applicable Product Attachment. SaaS functionality is subject to change from time to time at Active’s sole discretion.

**“Services”** means, collectively, (a) Professional Services; (b) Maintenance Services; (c) Support Services; and (d) any other services set forth in a Schedule.

**“Schedule”** means the document, schedule, quote, pricing form, web page, order form, or similar document and the terms and conditions contained therein “accepted” (as described in the Preamble) by the parties that describes order-specific information, such as a description of Products ordered, features, options, license details, and fees.

**“Software”** means the SaaS and the Desktop Software, collectively.

**“Support Services”** means the provision of technical assistance for Software or Hardware as further described in an applicable Product Attachment and/or Schedule.

**“Taxes”** means any and all applicable taxes, including sales, use, excise, withholding, assessments, stamp, transfer, value-added, duties, tariffs, export charges, import charges, and other taxes or assessments (however designated) imposed by any foreign, federal, provincial, state, or local governmental authority upon or applicable to Products arising out of this Agreement, other than those based on Active’s net income.

**“Third Party EULA”** means the end user license agreement, if any, that accompanies the Third Party Products, which governs the use of or access by Client to the applicable Third Party Products.

**“Third Party Products”** means those hardware, firmware and/or software products, including updates and enhancements thereto, if any, owned by third parties, together with all user manuals and other documents accompanying the delivery of the Third Party Products.

**“Updates”** means bug fixes, patches, error corrections, minor releases, or modifications or revisions that enhance existing performance of the Software that are provided as part of Maintenance Services. Updates exclude Upgrades.

**“Upgrades”** means a new Software release that contains major functionality enhancements or improvements; and which is designated by an incremental increase in the release number to the left of the decimal point (by way of example only, release 5.0 designates an Upgrade from release 4.x). Upgrades exclude new products, modules or functionality for which Active generally charges a separate fee.

ACTIVE Network is on a mission to make the world a more active place. With deep expertise in activity and participant management™, our ACTIVE Works® cloud technology and online event registration software powers the world’s activities and connects people with the things they love, want and need to do.

Suite 2500  
Dallas, TX 75201

## Third Party Hardware Terms

**Last Updated October 31, 2016**

This document is a "Product Attachment" as defined in the General Terms entered into by Client and Active and is subject to and incorporates by reference the provisions of the General Terms. This Product Attachment is effective as of the date it is "accepted" (in accordance with the Preamble to the General Terms). Any capitalized terms not defined herein have the meaning ascribed to them in the General Terms.

### **1. Purchase and Sale; Delivery.**

**1.1** Active hereby agrees to sell to Client, and Client hereby agrees to purchase from Active, the Third Party Products listed in the applicable Schedule in the volumes and at the prices described therein. For purposes of this Addendum, "**Third Party Products**" means those hardware, firmware and/or software products, provided to Active by third parties, listed in the Schedule, together with all user manuals and other documents accompanying the delivery of the Third Party Products, provided that the Third Party Products shall not include software developed by Active.

**1.2** Active will ship all or any part of the Third Party Products to Client as soon as reasonably practicable (or, if the below-described purchase order documentation does not seek immediate shipping, at the time Active considers reasonable in order to meet the desired delivery date described) after receipt by Active of a purchase order from Client specifying the particular Third Party Products sought, the number of such Third Party Products sought, the price payable therefore, and the desired date and location of delivery thereof. Any such purchase order must, at a minimum, reference quantity, description and price.

**1.3** Following delivery by Client of any purchase order documentation described in Section 1.2, no changes by Client to the shipment schedule described therein will be permitted unless Active is notified thereof in writing at least ninety (90) days in advance of the delivery date sought in such purchase order documentation.

**1.4** Purchase orders delivered by Client to Active in respect of Third Party Products are not binding upon Active until accepted by Active in writing. In any case, despite any indication to the contrary contained in any such purchase order documentation, no terms or conditions on purchase order documentation issued by Client, other than the information required by Active as set forth expressly in this Agreement, will be binding upon Active, nor will any such terms or conditions modify or supplement this Agreement in any way, notwithstanding the fact that Active may accept or otherwise approve such purchase orders. Active reserves the right to refuse any such purchase order for any reason not contrary to this Agreement, including without limitation pricing differences as described in Section 2.2.

**1.5** Client may purchase Third Party Products in addition to those listed in the Schedule by issuing additional purchase order documentation as described herein, provided that the supply (or non-supply) of such additional Third Party Products will be subject to this Agreement as though such additional Third Party Products had been included in the Schedule on the date of execution of Schedule subject to the following: (a) the price for such additional Third Party Products is subject to agreement between the parties each in their own absolute discretion, and (b) Active shall have the right to discontinue delivery of such additional Third Party Products upon at least ninety (90) days written notice to Client without any liability to Client whatsoever for such discontinuance.

### **2. CHARGES AND PAYMENTS.**

**2.1** The pricing applicable to Third Party Products is as set out in the Schedule in the form finally agreed to by the Parties.

**2.2** Client acknowledges that: (a) the prices described in the Schedule are applicable for thirty (30) days after the date of execution hereof, and such prices are based upon Client taking delivery of the full number of any particular Third Party Product listed in the Schedule in a single shipment; and (b) Client hereby agrees that after the expiry of such initial thirty (30) day period or, in case of Client seeking, in a particular shipment, delivery of less than all of the Third Party Products of a particular type listed the Schedule, the actual prices may be higher. Prior to shipment of any Third Party Products that would be subject to pricing that differs from that described in the Schedule, Active will notify Client of any such different pricing and Client will accept such different pricing, as mutually agreed between Client and Active, in writing.

3. **Support for Third Party Products.** For the purpose of isolating support issues and responsibility in respect of Third Party Products and their interaction with any Products, Active will provide initial first-tier support, to a maximum of fifteen (15) minutes per support inquiry.

#### 4. **Proprietary Rights.**

4.1 Client acknowledges that any Third Party Products supplied by Active hereunder are supplied by Active as a reseller thereof and that the Third Party Products are subject to the intellectual property rights of the various third party developers and/or manufacturers thereof, as applicable, including without limitation copyright, trade secret, trademark, and patent rights. Client will maintain in confidence and not use or disclose any and all confidential business or technical information connected with any Third Party Product except as specifically permitted by a party having legal control of such rights, and Client will defend or settle any claim made or any suit or proceeding brought against Active insofar as such claim, suit, or proceeding is based on an allegation that any Third Party Product provided to Client hereunder has been installed, used, or otherwise treated by Client or any client or customer of Client in violation of the proprietary rights of any third party or on an allegation that Client or any client or customer of Client has disclosed or used any confidential business or technical information connected with any Third Party Product, provided that Active will notify Client in writing promptly after the claim, suit, or proceeding is known to Active and will give Client such information and assistance as is reasonable in the circumstances. Client will have sole authority to defend or settle any such claim at Client's expense. Client will indemnify and hold Active harmless from and against any and all such claims and will pay all damages and costs finally agreed to be paid in settlement of such claim, suit or proceeding.

4.2 Client acknowledges that the possession, installation and use of all Third Party Products which are software shall be governed by the terms of the software license(s) of the persons other than Active who possess the rights to control such possession, installation and use.

#### 5. **WARRANTY.**

5.1 Active warrants to Client that Active has the right to deliver the Third Party Products subject to any documentation accompanying such Third Party Products at the time of delivery and/or any licensing mechanisms, physical, electronic or otherwise, included in any Third Party Products that are software.

5.2 Third Party Products are warranted by the manufacturers, suppliers or licensors thereof in accordance with the warranty statements accompanying delivery of the Third Party Products, and Client agrees that Client will rely solely on such Third Party Product warranties. Client agrees not to make a claim against Active on account of any warranty, express or implied, which may apply to any Third Party Product. If Client notifies Active of a defect or nonconformity within thirty (30) days of the date of delivery of such Third Party Product, Active will assist Client in troubleshooting such Third Party Product in accordance with Section 3. If such defect or nonconformity cannot be remedied during such troubleshooting and such Third Party Product is still under the Third Party Product warranty, Active shall contact the applicable manufacturer, supplier or licensor of such Third Party Product to coordinate any returns or refunds. If a notice of a defect or nonconformity is received by Active from Client of the defect or nonconformity following the initial the 30-day period, Active's sole obligation and liability will be to provide support in accordance with Section 3. Returns and refunds are at the sole discretion of the applicable manufacturer, supplier or licensor.

ACTIVE Network is on a mission to make the world a more active place. With deep expertise in activity and participant management™, our ACTIVE Works® cloud technology and online event registration software powers the world's activities and connects people with the things they love, want and need to do.



# Schedule

Company Address 717 North Harwood Drive, Suite 2500  
Dallas, TX 75201  
US

Created Date 3/4/2021  
Quote Number 00119378  
Expiration Date 4/30/2021  
Currency USD

Prepared By Kim Klauer  
Opportunity Owner Christopher Quinonez  
Owner Email [christopher.quinonez@activenetwork.com](mailto:christopher.quinonez@activenetwork.com)

Contact Name Gus Hernandez  
Phone 5628634896  
Email [gustavohernandez@santafesprings.org](mailto:gustavohernandez@santafesprings.org)

Bill To Name SANTA FE SPRINGS PARKS & RECREATION  
Bill To Contact Gus Hernandez  
Bill To Address 11740 East Telegraph Road  
Santa Fe Springs, CA 90670 United States

Ship To Contact Gus Hernandez  
Ship To Address 11710 Telegraph Road  
Santa Fe Springs, CA 90670 United States

Product	Product Type	Description	Quantity	Fee %	Total Price	Total Discount Amount
ACTIVENet - Functionality: Activity Registration	SaaS		1			
ACTIVENet - Functionality: Facility Reservation	SaaS		1			
ACTIVENet - Public Interface - Online Transaction Fee	SaaS	Migration Loyalty Rates for first term of contract for organizations under \$1,500,000 in annual revenue through ACTIVE Net.	1	5.00		
ACTIVENet - Public Interface Fee Set up - passed to online registrant	SaaS		1			
ACTIVENet - Staff Interface - (cash/check transctions - % fee)	SaaS		1	2.50		
ACTIVENet - Staff Interface - ECP Transaction - Flat Fee	SaaS		1		0.39	USD 0.00
ACTIVENet - Staff Interface - Payment Processing Fee - Credit Card	SaaS	Migration Loyalty Rates for first term of contract for organizations under \$1,500,000 in annual revenue through ACTIVE Net.	1	3.00		
ACTIVENet - (credit card refunds - flat fee)	SaaS		1		0.10	USD 0.00
ACTIVENet - SaaS						

Total Price USD 0.00

Annual Projected Contract Value USD 26,929.93

Active reserves the right, and may take additional measures to verify Client's account which may consist of reviewing publicly available data and/ confirmation of Client provided information. Such verification measures will be completed in advance of remittance.

All fees described herein are in consideration of the Software and Services that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee



# Schedule

for the use of a credit card vs. debit card), and therefore, each agree not to impose such a surcharge on any End User.

The payment options we offer may include MasterCard, Visa, American Express and Discover.

If your order includes hardware, please note that all hardware orders have a 30-day return policy, and it is recommended that you inspect your purchases upon delivery.

\*Sales tax and shipping not included in total price. Sales tax and shipping, where applicable, will be added to your invoice.

**By signing this Schedule, you agree to the terms and conditions governing your use of the Software and Services as set forth at:**  
**General Terms - <http://www.activenetwork.com/general-terms>**  
**Product Terms - <http://www.activenetwork.com/membership-terms>**  
**Third Party Hardware Product Attachment - <http://www.activenetwork.com/thirdpartyhardware-terms>**

## Quote Acceptance Information

<b>Client</b>	<b>Active Network, LLC</b>
Signature: _____	Signature: _____
Name: <b>Gus Hernandez</b>	Name: _____
Title: <b>Parks and Recreation Services Manager</b>	Title: _____
Date: _____	Date: _____
PO# (if applicable): _____	

## Hosted Products Services Agreement

This Hosted Global Services Agreement ("Agreement") is made effective as of September 30, 2005 and entered into between The Active Network, Ltd., a British Columbia corporation, ("Active" or "we" or "us") and the City of Santa Fe Springs ("you" or "your" or "Agency"). Active agrees to provide you the Services (as defined below) subject to the following terms and conditions:

### 1. Services.

We will provide you with access to a fully-hosted version of Active's hosted product, "the Product", through our website. To assist us in the successful implementation and promotion of the Services, you agree to provide us with certain information requested by us relating to your organization. The Services and the functionalities and features of the Product and related consulting fees are more specifically described in Exhibit 1 attached hereto and made a part hereof.

### 2. License to Intellectual Property/Promotion.

- a) Active shall retain all right, title and interest in and to the Product and its software, trademarks, service marks, logo and trade names worldwide ("Intellectual Property") subject to a limited license necessary to perform this Agreement. You shall use the Intellectual Property only as provided, and shall not alter the Intellectual Property in any way, or act or permit action in any way that would impair Active's rights in its Intellectual Property. You acknowledge that your use of the Intellectual Property shall not create in you or any other person any right, title or interest in or to such Intellectual Property. Any goodwill accruing from the use of the Intellectual Property shall inure solely to the benefit of Active.
- b) Active hereby grants to you a limited, non-exclusive, non-transferable license (i) to use the Product in accordance with Active's specifications, and (ii) to display, reproduce, distribute and transmit in digital form Active's name and logo in connection with promotion of the Services. You hereby grant to Active a limited non-transferable license to use, display, reproduce, distribute, modify and transmit in digital or printed form information provided by you relating to your organization, including your organization's name, trademarks, service marks and logo, in connection with the implementation and promotion of the Services and the promotion of your organization. You will make reasonable efforts to promote and encourage adoption of the Services, including displaying Active's name and logo in any newsletters, printed registration forms or mailings provided by you to prospective participants.

### 3. Information Security.

We will collect certain personal identifying information from users of the Service. Such information shall be stored on a secure remote server. You may access this information at any time by downloading it from our servers using your private password and "login" identifier. You will be responsible for protecting the privacy and security of any information that you retrieve from our servers and shall indemnify and hold harmless Active for any claims arising from unauthorized or illegal use or dissemination of such information. All information collected by Active shall be jointly owned by Active and you.

### 4. Privacy.

Each party shall comply with all applicable laws, regulations and guidelines governing online privacy in fulfilling its obligations hereunder and in collecting and using personal information about users of the Service. Active may use contact information provided by users or by you to send information about our services or our partners to such users; provided, however, that users may opt out of any such uses in accordance with our privacy policy. You agree to such uses and further agree that we may disclose information if we believe, in good faith, that it is necessary in order to: (a) comply with the law, (b) enforce the terms and conditions of this Agreement, or (c) protect the rights of you or us, to the extent that such disclosure is not otherwise prohibited by any law or regulation.

### 5. Fees.

Transactions entered directly by participants through the Website will be assessed the customary service fee charged by Active to online registrants ("Service Charge"), as described below. Transactions entered by a member of the Agency on behalf of a participant will be assessed a Service Charge equal to 1.5% for cash or check, and 3.75% for credit card transactions. Each online registrant will pay the event registration fee charged by Agency plus a Service Charge equal to 6.5% of the registration fee plus \$5.00, with a minimum Service Charge of \$2.00. If the registration fee is between \$150 - \$500, the Service Charge will be 3.5% plus \$5.00, and for fees above \$500, the Service Charge will be 2.5% plus \$10.00. We may change the Service Charge at any time and you agree to such change unless you provide us with written objection to such change within 30 days from the date such change is first implemented. We will be responsible for collecting all registration fees charged by you and all Service Charges assessed by us. All registration fees, except Service Charges, are your exclusive property. Any registration fees collected by us will be sent to you twice a month and Service Charges shall be retained by us. You shall guarantee and pay to Active a minimum aggregate Service Charge, whether through offline or online transactions, of \$750 per calendar quarter (the "Minimum Quarterly Service Charge"). You shall pay to Active the difference between such Minimum Quarterly Service Charge and the actual Service Charges collected by us during such quarter, which will be billed at the end of each quarter beginning from the date set forth below. Active shall not be responsible for processing or making any refunds. All credit card refunds processed will be accessed a \$10 fee charged by Active to you. Active may reimburse itself for any credit card charge backs and associated fees out of registration fees collected by it. In the event such funds are not available, you agree to reimburse Active for any charge backs or refunds.

### 6. Consulting Fees.

Consulting Fees are more specifically described in Exhibit 1. All fees set forth in this Agreement and in Exhibit 1 will be due within 30 days of invoice date. Each Fee is due on or prior to the 15<sup>th</sup> day of the first month of the billing period. Any Fees rendered later than this deadline shall accrue interest at the annual rate of 10%. In the event of delay in paying a Fee, you shall reimburse Active for any legal fees incurred by Active in its collection efforts.

7. Disclaimer of Warranty/Limitation of Liability.

Active expressly disclaims any warranty that the use of its Intellectual Property, the Product, or the Services will be uninterrupted or error free or that the specifications will meet your requirements. The Intellectual Property, the Product, and Services are provided to you on an "AS-IS" basis without warranties of any kind, either express or implied, including without limitation warranties of merchantability or fitness for a particular purpose. Active's total liability under this Agreement is limited to the amount of registration fees retained and not distributed to you and Service Charges collected hereunder. Active shall not be liable for indirect, incidental, consequential, or lost profit damages.

8. Term and Termination.

The term of this Agreement shall be for two (2) years from the date set forth below, with automatic renewals for one (1) year terms thereafter until either party gives written notice to terminate this Agreement no less than ninety (90) days prior to the end of a term. Either party may terminate this Agreement upon a material breach by the other party if such breach is not cured within thirty (30) days following written notice to the breaching party.

9. Representations and Warranties.

Each party represents and warrants that it has the necessary and full right, power, authority and capability to enter into this agreement and to perform its obligations hereunder; that it owns or controls the rights granted or licensed to the other party herein; that the execution and performance of its obligations under this Agreement will not violate any known rights of any third party, any contractual commitments or any applicable federal, state and local law or regulation; and that to its knowledge the marks, logos and intellectual property licensed to the other party herein do not violate the proprietary rights of a third party.

10. Exclusivity.

Active will be the sole and exclusive provider of the Services for your agency for the term of this Agreement.

11. Indemnification.

Each party shall indemnify and hold harmless the other party and its directors, officers, employees, affiliates and agents, against any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that: (i) it is based upon the indemnitor's breach of a representation, warranty or obligation hereunder; (ii) it arises out of the indemnitor's gross negligence or willful misconduct; or (iii) it is based upon the indemnitor's violation of any applicable federal, state or local law or regulation.

12. Arbitration.

Any controversy or claim arising out of or relating to this agreement shall be settled by binding arbitration in accordance with the American Arbitration Association (AAA) rules then in force and effect. The arbitration, including the rendering of an award, shall take place in San Diego, California. The arbitrator or arbitrators shall apply the substantive law of the State of California. Judgment on the award rendered by the arbitrator or arbitrators may be entered in any court of competent jurisdiction.

13. Miscellaneous.

Any notices shall be in writing by fax or airmail. Neither party may assign its rights or obligations arising out of this Agreement without the other party's prior written consent, except that Active may assign this Agreement in connection with any sale of all or substantially all of its assets or any other transaction in which more than fifty percent of its voting securities are transferred. This Agreement shall be governed by the laws of the State of California. This Agreement contains the entire understanding of the parties regarding the subject matter and can only be modified by a subsequent written agreement executed by both parties. Sections 7, 9, and 11 of this Agreement shall survive any termination or expiration of this Agreement.

The individuals signing below represent and warrant that they have the power and authority to bind the respective entities that they represent.

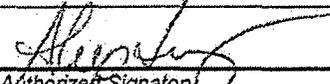
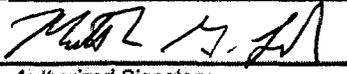
CITY OF SANTA FE SPRINGS		9/28/2005
Full Legal Customer Name	Authorized Signatory	Date
11710 E. TELEGRAPH RD.	DIR OF TECHNOLOGY	
Address	SERVICES	
SANTA FE SPRINGS, CA 90670		
Facsimile		
The Active Network, Ltd.		10/11/05
	Authorized Signatory	Date

Exhibit 1

Hosted Product:  ActiveNet OR  Class Hosted Internet Registration

Consulting Services	Rate per Hour	Number of Hours	Total Services Cost
A. Pre- Project Documentation	\$125		
B. On-Site less than 3 days (PLUS AIRFARE)			
B.i. Standard Consultants	\$155		
B.ii. Senior Consultant / Project Planner	\$220		
B.iii. Technical Specialist	\$250		
C. On Site 3 days or More (PLUS AIRFARE)			
C.i. Standard Consultants	\$125	44	\$5,500
C.ii. Senior Consultant / Project Planner	\$190		
C.iii. Technical Specialist	\$220		
D. e-Consulting (REQUIRES INTERNET ACCESS ON EACH PC)			
D.i. Standard Consultants	\$100		
D.ii. Senior Consultant / Project Planner	\$190		
D.iii. Technical Specialist	\$220		
E. Weekend Surcharge *			
E.i. Standard Consultants	\$75		
E.ii. Senior Consultant / Project Planner	\$75		
E.iii. Technical Specialist	\$75		
Totals		44	\$5,500

NOTE THAT RATES SHOWN INCLUDE ALL TRAVEL EXPENSES OTHER THAN AIRFARE





**City of Santa Fe Springs**  
**City Council Meeting**

**NEW BUSINESS**

**Approve the Purchase of Additional Audio and Visual Equipment and Installation for the City Council Chamber Audio Visual System**

**RECOMMENDATION**

- Issue a Purchase Order to Western Audio Visual in the amount of \$41,974.87;
- Appropriate \$41,974.87 from the General Fund Unassigned Reserve to the Finance Nonrecurring budget account; and
- Authorize the Director of Purchasing to execute the Purchase Order.

**BACKGROUND**

The COVID-19 Pandemic has fundamentally changed the way we hold our Council meetings. We went from in-person meetings held in the Council Chamber to carrying out meetings on a teleconferencing platform. As we transition back to in-person meetings, staff is recommending having capabilities to continue allowing teleconferencing attendees and potentially a cable television feed.

The current system requires modification to allow the City to have features such as a camera for the dais, a camera for the podium, a new control panel and provide a capability for a camera feed for a public access channel.

Western Audio Visual is based in the City of Orange and was the contractor that upgraded the Council Chamber and the Council Conference Room four years ago. Since Western Audio Visual's design is currently in place and they continue to support the City with any issues that arise in the system, staff recommends treating Western Audio Visual as a sole source provider for this project. Personnel that are familiar with the current system design will be employed in the installation of this system. Staff has been satisfied with the services rendered to the City by Western Audio Visual since the installation of the current system.

Western Audio Visual specializes in audio and visual equipment setup for local municipalities. Their clients include the Cities of Corona, Mission Viejo, Anaheim, Corona, Victorville, Rancho Mirage and many more.

**FISCAL IMPACT**

If approved, the \$41,974.87 cost of the equipment and installation will come from the General Fund Unassigned Reserves. The new system will also require additional staff to operate the cameras and control panel during meetings, resulting in an increase in overtime costs on an ongoing basis. An additional appropriation for overtime for Fiscal Year 2020-21 is not considered necessary and the costs for future years will be incorporated into future budgets.



**City of Santa Fe Springs**  
**City Council Meeting**

May 18, 2021

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

Raymond R. Cruz  
City Manager

Attachments:

1. Quote from Western Audio Visual for City Council Chamber Upgrades



Kevin Mahkorn  
 6353 Corte Del Abeto  
 Carlsbad, CA 92011  
 Phone: (760) 438-0067  
 Fax: (760) 438-0066

Orange County Office:  
 1592 N. Batavia St., Suite #2  
 Orange, CA 92867  
 Phone: (714) 637-4461  
 Fax: (714) 637-7330

M: 949-306-4162  
[kevinm@wav1.com](mailto:kevinm@wav1.com)  
[www.wav1.com](http://www.wav1.com)

Prepared for:

COMPANY: City Of Santa Fe Springs  
 ATTENTION: Alex Tong  
 ADDRESS: 11710 E. Telegraph Road  
 Santa Fe Springs, CA 90670

TELEPHONE: 562-868-0511 x7339  
 FAX PHONE: -  
 E-MAIL: [alextonq@santafesprings.org](mailto:alextonq@santafesprings.org)

DATE: May 6, 2021  
 TERMS: NET 30  
 FOB: Destination  
 SALES TAX: 10.5000%  
 DELIVERY: TBD  
 QUOTE VALID: 30 Days  
 REVISION: 1  
 WAV PROJECT #: TBD

EQUIPMENT							Audio & Broadcast Upgrade	
Item	Qty	Manufacturer	Model	Description	PRICE	EXTENSION		
<b>Audio</b>								
	1	QSC	Core 110f	Unified Core with 24 local audio I/O channels, 128x128 total network I/O channels	\$ 2,400.00	\$ 2,400.00		
	2	QSC	I/O-8 FLEX	Q-SYS I/O peripheral providing 8 individual, software-switchable Q-SYS Flex	\$ 1,260.00	\$ 2,520.00		
	14	Clock Audio	TS003	Touch Sensitive Mute Switch w/ LED Indicators	\$ 162.00	\$ 2,268.00		
					\$ -	\$ -		
<b>Control</b>								
	1	Crestron	DGE-100	Digital Graphics Engine 100	\$ 1,200.00	\$ 1,200.00		
	1	HP	E230T	23" LCD Touchscreen Monitor	\$ 304.00	\$ 304.00		
					\$ -	\$ -		
<b>Production Video System</b>								
	2	Vaddio	999-99630-200	RoboSHOT 30E HDBT OneLINK Bridge System	\$ 5,390.00	\$ 10,780.00		
	1	BlackMagic	SWATEMPSW1ME4K	Blackmagic Design ATEM 1 M/E Production Studio 4K	\$ 2,994.00	\$ 2,994.00		
	1	BlackMagic	BDLKWEBPTR	Blackmagic Design Web Presenter	\$ 467.00	\$ 467.00		
	1	HP	20J44UT#ABA	Windows 10 Pro 64; 10th Generation Intel® Core™ i7 processor; 8 GB memory; 256	\$ 1,535.00	\$ 1,535.00		
	1	Logitech	920-008671	Logitech MK540 Advanced Wireless Mouse and Keyboard Bundle	\$ 65.00	\$ 65.00		
	2	HP	E230T	23" LCD Touchscreen Monitor	\$ 304.00	\$ 608.00		
	1	Crestron	HD-DA2-4KZ-E	1:2 HDM® Distribution Amplifier w/4K60 4:4:4 & HDR Support	\$ 240.00	\$ 240.00		
	1	BlackMagic	CONVMBHS2	Blackmagic Design Mini Converter HDMI to SDI	\$ 150.00	\$ 150.00		
	1	BlackMagic	CONVMASA	Blackmagic Design Mini Converter SDI to Analog	\$ 234.00	\$ 234.00		
	1	AJA	C10DA	Analog BNC 1x6 Distribution Amplifier	\$ 210.00	\$ 210.00		
	1	Kramer	VM-50AN	1:5 Audio Distribution Amplifier	\$ 274.00	\$ 274.00		
					\$ -	\$ -		
<b>Misc</b>								
	1	Western AV	Misc	Cable, Connectors and Hardware	\$ 780.00	\$ 780.00		
	1	Chief	K1C330B	Kontour K1C Triple 3x1 Monitor Dynamic Column Mount	\$ 464.00	\$ 464.00		
					\$ -	\$ -		
<b>EQUIPMENT SUB-TOTAL</b>						\$	27,493.00	
<b>SHIPPING AND HANDLING TAX</b>							\$ 220.00	
							\$ 2,909.87	
<b>NON-EQUIPMENT</b>								
		Engineering, Drafting & DSP			\$	2,272.00		
		Control Programming			\$	3,192.00		
		Project Management			\$	-		
		Staging & Assembly			\$	-		
		Installation & Testing			\$	5,888.00		
		Training			\$	-		
		Onsite Services			\$	-		
		Sub-Contract			\$	-		
		G & A			\$	-		
		Electronic Waste Recycling Fee			\$	-		
<b>NON-EQUIPMENT TOTALS</b>						\$	11,352.00	
<b>PROPOSAL TOTAL</b>						\$	41,974.87	

**Basic Warranty:** The AV System is warranted against all defects of material and workmanship, as a system, as well as individual components, for a period of 90 Days after date of acceptance or first used. If individual manufacturers warranty their equipment for a longer period, the manufacturer's warranty will apply, unless Extended Warranty is purchased.

Notes:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

AUTHORIZED SIGNATURE

DATE



**NEW BUSINESS**

Approve the Purchase of a Replacement for the City's Core Networking Switch

**RECOMMENDATION**

- Issue a Purchase Order to Lanair Group, LLC in the amount of \$49,363.67;
- Authorize the Director of Purchasing to execute the Purchase Order.

**BACKGROUND**

The City's core networking switch has been in place at the City for over ten years. The core switch connects all data equipment throughout the City Hall campus and controls all networking routes to other City facilities and to the Internet. The current switch is a large chassis with nine networking blades in its existing configuration. According to Cisco, our core networking switch reached end of life in 2019 and will no longer be supported by the manufacturer in 2025. The current core networking switch lacks the capability of supporting networking speed beyond one gigabits (Gbps – GigaBytes per Second) and lacks the ability to support Power over Ethernet (POE+), a feature which provides power to the device over a network cable.

Recently, we deployed digital Internet Protocol (IP) phones at all Fire Stations which required the City to purchase POE+ switches to support the new digital phones. Technology Services recommends to upgrade our end of life core networking switch with multiple Dell EMC PowerSwitch units. We recommend purchasing two Dell S5248F-ON switches and four Dell N2248PX-ON switches. All switches will come with a limited lifetime hardware warranty. Along with the purchase of the switches, Technology Services recommends Dell EMC ProSupport for 3 years and ProDeploy Plus services. The ProSupport is a next business day onsite service and the ProDeploy Plus is a service that will assist the City in deploying and migrating to the new switches.

This is the first major step in converting all our non-POE+ switches to higher capacity equipment with POE+ functionality. Over the next two years we will replace 27 additional non-POE+ switches throughout the City. The pricing for the equipment is based on a purchasing cooperative through the California National Association of State Procurement Officials (NASPO) contract # 7-15-70-34-003.

**FISCAL IMPACT**

The total cost to purchase the replacement Core Networking Switch is \$49,363.67. Funds are available in approved Capital Improvement Project 455-397-S030-4400 account for the Network Replacement Equipment Project.



# *City of Santa Fe Springs*

City Council Meeting

May 18, 2021

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

Raymond R. Cruz  
City Manager

Attachments:

1. Network Refresh quote from Lanair Group LLC
2. Cisco End of Sale and End of Life announcement



## **City of Santa Fe Springs**

### **Network Refresh - New Quarter Pricing**

## **Project Services Division**

**LANAIR Group, LLC - Los Angeles**  
330 N. Brand Blvd. Suite 600  
Glendale, CA, 91203  
Phone: 877-LANAI1 (526-2471)  
Fax: 323-908-7266

Prepared for:

**City of Santa Fe Springs**  
Attn: Alex Tong  
11710 E. Telegraph Rd  
Santa Fe Springs, CA 90670

Dell CA NASPO Contract # 7-15-70-34-003

Core Switches	Price	Qty	Ext. Price
<b>Dell EMC S5248F-ON Switch</b> 48x25GbE SFP28, 4x100GbE QSFP28, 2x100GbE QSFP-DD, PSU to IO, 2xPSU, OS10 OS10 Enterprise, S5248F-ON <b>100GbE QSFP28 to QSFP28, Passive Copper Direct Attach Cable, 0.5 Meter</b> <b>SFP28 to SFP28, 25GbE, Passive Copper Twinax Direct Attach Cable, 5 Meter</b> <b>Transceiver, 40GbE QSFP+, SR4, 850nm, MPO, 100-150m Reach on OM3/OM4, MMF</b> Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13 - Qty 2  ProSupport:Next Business Day Onsite Service After Problem Diagnosis, 3 Year ProDeploy Plus Dell Networking S Series 5XXX Switch - Deployment	\$9,224.00	2	\$18,448.00
Subtotal:			\$18,448.00

Access Switches	Price	Qty	Ext. Price
<b>Powerswitch N2248PX-ON</b> 48x1/2.5G, PoE 30W/60W, 4x25G, 2x40G Stacking, 1xAC PSU, IO/PS airflow, OS6 <b>Cable, QSFP+ to QSFP+, 40GbE Passive Copper Direct Attach Cable, 0.5 m</b> <b>Power Supply, 2000W AC, Hot Swap, MPS-1S Shelf, MPS-3S Shelf</b> Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13 - Qty 2  Lifetime Limited Hardware Warranty with Basic Hardware Service Next Business Day Parts Only on Your Network Switch ProSupport Next Business Day Onsite Service After Problem Diagnosis, 3 Years ProDeploy Plus Dell Networking N Series 1XXX/2XXX Switch - Deployment	\$6,550.00	3	\$19,650.00
<b>Powerswitch N2248PX-ON</b> 48x1/2.5G, PoE 30W/60W, 4x25G, 2x40G Stacking, 1xAC PSU, IO/PS airflow, OS6 <b>Cable, QSFP+ to QSFP+, 40GbE Passive Copper Direct Attach Cable, 2 m</b> <b>Power Supply, 2000W AC, Hot Swap, MPS-1S Shelf, MPS-3S Shelf</b> Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13 - Qty 2  Lifetime Limited Hardware Warranty with Basic Hardware Service Next Business Day Parts Only on Your Network Switch ProSupport Next Business Day Onsite Service After Problem Diagnosis, 3 Years ProDeploy Plus Dell Networking N Series 1XXX/2XXX Switch - Deployment	\$6,575.00	1	\$6,575.00
Subtotal:			\$26,225.00

# Network Refresh - New Quarter Pricing



Prepared by:  
**LANAIR - LA**  
 Kurtis Siegle  
 818-630-7515  
 Fax 323-908-7266  
 ksiegle@lanairgroup.com

Prepared for:  
**City of Santa Fe Springs**  
 11710 E. Telegraph Rd  
 Santa Fe Springs, CA 90670  
 Alex Tong  
 (562) 868-0511  
 alextong@santafesprings.org

Quote Information:  
**Quote #: 025539**  
 Version: 2  
 Delivery Date:  
 05/05/2021  
 Expiration Date:  
 05/28/2021

## Quote Summary

Description	Amount
Core Switches	\$18,448.00
Access Switches	\$26,225.00
Subtotal:	\$44,673.00
Tax:	\$4,690.67
Total:	\$49,363.67

Thank you for the opportunity to provide your organization with an Estimate from LANAIR Group, LLC. Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Terms and Conditions are as follows:

1. For projects greater than \$1,000, a payment of 50% of the above Price is required to undertake the project.
2. The balance due for Hardware, Software, and Licensing, including any applicable sales tax, is due upon delivery.
3. LANAIR reserves right to require 100% of Software/Licensing in order to undertake procurement.
4. The balance due for professional services is due upon rendering of services.
5. LANAIR reserves right to require 100% of Estimate to undertake project, depending on Client's Credit Status.
6. Your signature below signifies acceptance to the above Terms and Conditions.

City of Santa Fe Springs

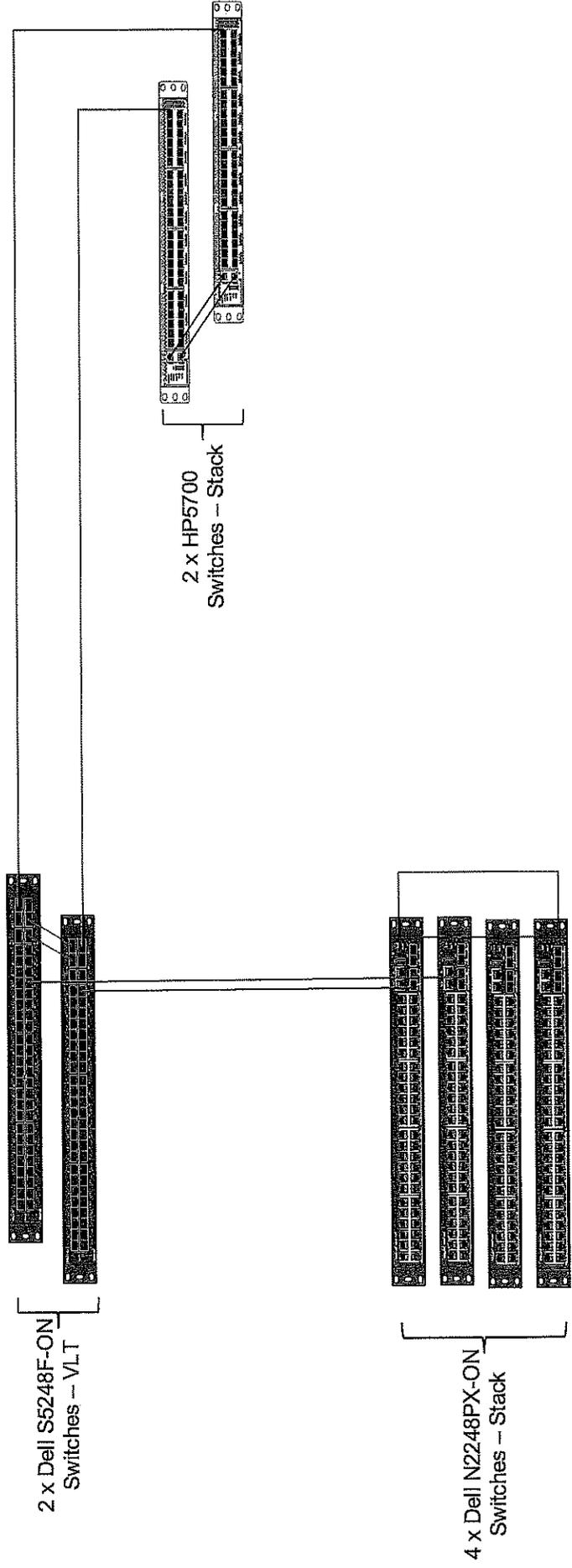
Signature: \_\_\_\_\_

Name: Alex Tong

Date: \_\_\_\_\_

### NETWORK DIAGRAM

- \_\_\_\_\_ 25 Gb Uplink
- \_\_\_\_\_ 40 Gb Uplink
- \_\_\_\_\_ 100 Gb Uplink



\* This drawing does not necessarily represent all of the connections or equipment required for a complete solution. It is provided as a high-level overview

# End-of-Sale and End-of-Life Announcement for the Cisco Catalyst 6506-E, Catalyst 6509-E, Catalyst 6509-V-E, Catalyst 6513-E, VS-S2T-10G, VS-S2T-10G-XL, Bundles & Accessories

**Updated:** August 26, 2020

## Overview

### EOL13211 - Amended

Cisco announces the end-of-sale and end-of-life dates for the Cisco Catalyst 6506-E, Catalyst 6509-E, Catalyst 6509-V-E, Catalyst 6513-E, VS-S2T-10G, VS-S2T-10G-XL, Bundles & accessories. The last day to order the affected product(s) is October 30, 2020. Customers with active service contracts will continue to receive support from the Cisco Technical Assistance Center (TAC) as shown in Table 1 of the EoL bulletin. Table 1 describes the end-of-life milestones, definitions, and dates for the affected product(s). Table 2 lists the product part numbers affected by this announcement. For customers with active and paid service and support contracts, support will be available under the terms and conditions of customers' service contract.

## End-of-life milestones

**Table 1. End-of-life milestones and dates for the Cisco Catalyst 6506-E, Catalyst 6509-E, Catalyst 6509-V-E, Catalyst 6513-E, VS-S2T-10G, VS-S2T-10G-XL, Bundles & accessories**

Milestone	Definition	Date
<b>End-of-Life Announcement Date</b>	The date the document that announces the end-of-sale and end-of-life of a product is distributed to the general public.	October 31, 2019

Milestone	Definition	Date
<b>End-of-Sale Date: HW, Accessory</b>	The last date to order the product through Cisco point-of-sale mechanisms. The product is no longer for sale after this date.	October 30, 2020
<b>Last Ship Date: HW, Accessory</b>	The last-possible ship date that can be requested of Cisco and/or its contract manufacturers. Actual ship date is dependent on lead time.	January 29, 2021
<b>End of SW Maintenance Releases Date: HW</b>	The last date that Cisco Engineering may release any final software maintenance releases or bug fixes. After this date, Cisco Engineering will no longer develop, repair, maintain, or test the product software.	October 30, 2021
<b>End of Vulnerability/Security Support: HW</b>	The last date that Cisco Engineering may release a planned maintenance release or scheduled software remedy for a security vulnerability issue.	October 30, 2023
<b>End of Routine Failure Analysis Date: HW</b>	The last-possible date a routine failure analysis may be performed to determine the cause of hardware product failure or defect.	October 30, 2021
<b>End of New Service Attachment Date: HW</b>	For equipment and software that is not covered by a service-and-support contract, this is the last date to order a new service-and-support contract or add the equipment and/or software to an existing service-and-support contract.	October 30, 2021
<b>End of Service Contract Renewal Date: HW</b>	The last date to extend or renew a service contract for the product.	January 28, 2025

Milestone	Definition	Date
<b>Last Date of Support: HW</b>	The last date to receive applicable service and support for the product as entitled by active service contracts or by warranty terms and conditions. After this date, all support services for the product are unavailable, and the product becomes obsolete.	October 31, 2025

HW = Hardware    OS SW = Operating System Software    App. SW = Application Software

## Product part numbers

**Table 2. Product part numbers affected by this announcement**

End-of-Sale Product Part Number	Product Description	Replacement Product Part Number	Replacement Product Description	Additional Information
<b>MEM-C6K- CPTFL1GB</b>	Catalyst 6500 Compact Flash Memory 1GB	There is currently no replacement product available for this product.	-	-
<b>MEM-C6K- CPTFL1GB=</b>	Catalyst 6500 Compact Flash Memory 1GB	There is currently no replacement product available for this product.	-	-
<b>MEM-C6K- CPTFL2GB</b>	Catalyst 6500 Compact Flash Memory 2GB	There is currently no replacement product available for this product.	-	-

End-of-Sale Product Part Number	Product Description	Replacement Product Part Number	Replacement Product Description	Additional Information
<b>MEM-C6K-CPTFL2GB=</b>	Catalyst 6500 Compact Flash Memory 2GB	There is currently no replacement product available for this product.	-	-
<b>MEM-C6K-INTFL1GB</b>	Internal 1G Compact Flash	There is currently no replacement product available for this product.	-	-
<b>MEM-SUP2T-4GB</b>	4G DRAM Memory Total for Sup2T and Sup2TXL (2G + 2G) - UPGR	There is currently no replacement product available for this product.	-	-
<b>WS-C6509-V-E-CM</b>	Catalyst 6509-V-E Chassis Cable Management	There is currently no replacement product available for this product.	-	-
<b>WS-C6509-V-E-CM=</b>	Catalyst 6509-V-E Chassis Cable Management	There is currently no replacement product available for this product.	-	-
<b>WS-X6K-SLOT-CVRE</b>	Catalyst 6500 Enhanced chassis line card slot cover	There is currently no replacement product available for this product.	-	-

End-of-Sale Product Part Number	Product Description	Replacement Product Part Number	Replacement Product Description	Additional Information
<b>WS-X6K-SLOT-CVR-E=</b>	Catalyst 6500 Enhanced chassis line card slot cover	There is currently no replacement product available for this product.	-	-
<b>C1-C6807XL-S2T-BUN</b>	Chassis+Fan Tray+ Sup2T+2xPower Supply; IP Services ONLY	C9606R-48Y24C-BN-A	Catalyst 9600 Series 6 slot, 1xSup, 2xLC, DNA-A LIC	-
<b>VS-C6506E-SUP2T</b>	Catalyst Chassis+Fan Tray + Sup2T; IP Services ONLY incl VSS	C9606R-48Y24C-BN-A	Catalyst 9600 Series 6 slot, 1xSup, 2xLC, DNA-A LIC	-
<b>VS-C6509E-S2T-6908</b>	Catalyst Chassis+Fan Tray+ Sup2T+6908; IP Services ONLY	There is currently no replacement product available for this product.	-	-
<b>VS-C6509E-SUP2T</b>	Catalyst Chassis+Fan Tray + Sup2T; IP Services ONLY incl VSS	C9606R-48Y24C-BN-A	Catalyst 9600 Series 6 slot, 1xSup, 2xLC, DNA-A LIC	-
<b>VS-C6509VE-SUP2T</b>	Catalyst Chassis+Fan Tray + Sup2T; IP Services ONLY incl VSS	C9606R-48Y24C-BN-A	Catalyst 9600 Series 6 slot, 1xSup, 2xLC, DNA-A LIC	-

End-of-Sale Product Part Number	Product Description	Replacement Product Part Number	Replacement Product Description	Additional Information
<b>VS- C6513E- SUP2T</b>	Catalyst Chassis+Fan Tray + Sup2T; IP Services ONLY incl VSS	C9606R-48Y24C- BN-A	Catalyst 9600 Series 6 slot, 1xSup, 2xLC, DNA-A LIC	-
<b>VS-F6K- PFC4</b>	Cat 6k 80G Sys Daughter Board Sup2T PFC4	There is currently no replacement product available for this product.	-	-
<b>VS-F6K- PFC4++</b>	Cat 6k 80G Sys Daughter Board Sup2T PFC4	There is currently no replacement product available for this product.	-	-
<b>VS-F6K- PFC4=</b>	Cat 6k 80G Sys Daughter Board Sup2T PFC4	There is currently no replacement product available for this product.	-	-
<b>VS-F6K- PFC4XL</b>	Cat 6k 80G Sys Daughter Board Sup2T PFC4XL	There is currently no replacement product available for this product.	-	-
<b>VS-F6K- PFC4XL++</b>	Cat 6k 80G Sys Daughter Board Sup2T PFC4XL	There is currently no replacement product available for this product.	-	-

End-of-Sale Product Part Number	Product Description	Replacement Product Part Number	Replacement Product Description	Additional Information
<b>VS-F6K-PFC4XL=</b>	Cat 6500 Policy Feature Card 4 XL S	There is currently no replacement product available for this product.	-	-
<b>VS-S2T-10G</b>	Cat 6500 Sup 2T with 2 x 10GbE and 3 x 1GbE with MSFC5 PFC4	C6800-SUP6T	Catalyst 6800 Sup6T (440G/slot) with 8x10GE, 2x40GE	-
<b>VS-S2T-10G</b>	Cat 6500 Sup 2T with 2 x 10GbE and 3 x 1GbE with MSFC5 PFC4	C9600-SUP-1	Cisco Catalyst 9600 Series Supervisor 1 Module	-
<b>VS-S2T-10G-XL</b>	Cat 6500 Sup 2T with 2x10GbE and 3 x 1GbE with MSFC5 PFC4XL	C6800-SUP6T-XL	Catalyst 6800 Sup6T (440G/slot) with 8x10GE, 2x40GE (XL)	-
<b>VS-S2T-10G-XL=</b>	Cat 6500 Sup 2T with 2x10GbE and 3 x 1GbE with MSFC5 PFC4XL	C6800-SUP6T-XL=	Catalyst 6800 Sup6T (440G/slot) with 8x10GE, 2x40GE (XL)	-
<b>VS-S2T-10G=</b>	Cat 6500 Sup 2T with 2 x 10GbE and 3 x 1GbE with MSFC5 PFC4	C6800-SUP6T=	Catalyst 6800 Sup6T (440G/slot) with 8x10GE, 2x40GE	-

End-of-Sale Product Part Number	Product Description	Replacement Product Part Number	Replacement Product Description	Additional Information
<b>VS-S2T-10G=</b>	Cat 6500 Sup 2T with 2 x 10GbE and 3 x 1GbE with MSFC5 PFC4	C9600-SUP-1=	Cisco Catalyst 9600 Series Supervisor 1 Module	-
<b>VS-S2T-10GXL</b>	Catalyst 6500 Supervisor 2T 80G System XL	There is currently no replacement product available for this product.	-	-
<b>VS-S2T-10GXL=</b>	Catalyst 6500 Supervisor 2T 80G System XL Spare	There is currently no replacement product available for this product.	-	-
<b>VS-SUP2T-10G</b>	Catalyst 6500 Supervisor Engine 2T Baseboard	There is currently no replacement product available for this product.	-	-
<b>VS-SUP2T-10G++</b>	Catalyst 6500 Supervisor Engine 2T Baseboard	There is currently no replacement product available for this product.	-	-
<b>VS-SUP2T-10G-A</b>	Catalyst 6500 Supervisor Engine 2T Baseboard	There is currently no replacement product available for this product.	-	-

End-of-Sale Product Part Number	Product Description	Replacement Product Part Number	Replacement Product Description	Additional Information
<b>VS-SUP2T-10G=</b>	Sup2T Baseboard spare	There is currently no replacement product available for this product.	-	-
<b>WS-C6506-E</b>	Catalyst 6500 Enhanced 6-slot chassis, 12RU, no PS, no Fan Tray	See Product Migration Options section for details.	Catalyst 9600, Catalyst 6800	-
<b>WS-C6506-E-FAN</b>	Catalyst 6506-E Chassis Fan Tray	There is currently no replacement product available for this product.	-	-
<b>WS-C6506-E-FAN=</b>	Catalyst 6506-E Chassis Fan Tray	There is currently no replacement product available for this product.	-	-
<b>WS-C6506-E=</b>	Catalyst 6500 Enhanced 6-slot chassis, 11RU, no PS, no Fan Tray	See Product Migration Options section for details.	Catalyst 9600, Catalyst 6800	-
<b>WS-C6509-E</b>	Catalyst 6500 Enhanced 9-slot chassis, 14RU, no PS, no Fan Tray	See Product Migration Options section for details.	Catalyst 9600, Catalyst 6800	-

End-of-Sale Product Part Number	Product Description	Replacement Product Part Number	Replacement Product Description	Additional Information
<b>WS- C6509-E- FAN</b>	Catalyst 6509-E Chassis Fan Tray	There is currently no replacement product available for this product.	-	-
<b>WS- C6509-E- FAN=</b>	Catalyst 6509-E Chassis Fan Tray	There is currently no replacement product available for this product.	-	-
<b>WS- C6509-E- RACK=</b>	Catalyst 6509-E Rack Mount Kit	There is currently no replacement product available for this product.	-	-
<b>WS- C6509-E=</b>	Catalyst 6500 Enhanced 9-slot chassis, 14RU, no PS, no Fan Tray	See Product Migration Options section for details.	Catalyst 9600, Catalyst 6800	-
<b>WS- C6509-V-E</b>	Catalyst 6500 Enhanced 9-slot Chassis (Vertical), No PS, Fan	See Product Migration Options section for details.	Catalyst 9600, Catalyst 6800	-
<b>WS- C6509-V- E-FAN</b>	Catalyst 6509-V-E Chassis Fan Tray	There is currently no replacement product available for this product.	-	-

End-of-Sale Product Part Number	Product Description	Replacement Product Part Number	Replacement Product Description	Additional Information
<b>WS-C6509-V-E-FAN=</b>	Catalyst 6509-V-E Fan Tray	There is currently no replacement product available for this product.	-	-
<b>WS-C6509-V-E=</b>	Catalyst 6500 Enhanced 9-slot Chassis (Vertical), No PS, Fan	See Product Migration Options section for details.	Catalyst 9600, Catalyst 6800	-
<b>WS-C6513-E</b>	Enh C6513 Chassis, 13slot, 19RU, No Pow Supply, No Fan Tray	See Product Migration Options section for details.	Catalyst 9600, Catalyst 6800	-
<b>WS-C6513-E-FAN</b>	Catalyst 6513-E Fan Tray	There is currently no replacement product available for this product.	-	-
<b>WS-C6513-E-FAN=</b>	Catalyst 6513-E Fan Tray	There is currently no replacement product available for this product.	-	-
<b>WS-C6513-E=</b>	Enh C6513 Chassis, 13slot, 19RU, No Pow Supply, No Fan Tray	See Product Migration Options section for details.	Catalyst 9600, Catalyst 6800	-

End-of-Sale Product Part Number	Product Description	Replacement Product Part Number	Replacement Product Description	Additional Information
<b>WS-CAC-3000W</b>	Catalyst 6500 3000W AC power supply	There is currently no replacement product available for this product.	-	-
<b>WS-CAC-3000W/2</b>	^Catalyst 6500 3000W second AC power supply	There is currently no replacement product available for this product.	-	-
<b>WS-CAC-3000W=</b>	Catalyst 6500 3000W AC power supply (spare)	There is currently no replacement product available for this product.	-	-
<b>WS-CAC-4000W-INT</b>	4000W AC PowerSupply, International (cable included)	There is currently no replacement product available for this product.	-	-
<b>WS-CAC-4000W-INT=</b>	4000W AC PowerSupply, International (cable included)	There is currently no replacement product available for this product.	-	-
<b>WS-CAC-4000W-US</b>	4000Watt AC Power Supply for US (cable attached)	There is currently no replacement product available for this product.	-	-

End-of-Sale Product Part Number	Product Description	Replacement Product Part Number	Replacement Product Description	Additional Information
<b>WS-CAC-4000W-US=</b>	4000Watt AC Power Supply for US (cable attached)	There is currently no replacement product available for this product.	-	-
<b>WS-CAC-6000W</b>	Cat6500 6000W AC Power Supply	There is currently no replacement product available for this product.	-	-
<b>WS-CAC-6000W=</b>	Cat6500 6000W AC Power Supply	There is currently no replacement product available for this product.	-	-
<b>WS-CAC-8700W-E</b>	Catalyst 6500 8700W Enhanced AC Power Supply	There is currently no replacement product available for this product.	-	-
<b>WS-CAC-8700W-E=</b>	Catalyst 6500 8700W Enhanced AC Power Supply	There is currently no replacement product available for this product.	-	-
<b>C6807-XL-S2T-BUN</b>	Chassis+Fan Tray+ Sup2T+2xPower Supply; IP Services ONLY	C9606R-48Y24C-BN-A	Catalyst 9600 Series 6 slot, 1xSup, 2xLC, DNA-A LIC	-

## Product migration options

Customers may be able to use the Cisco Technology Migration Program (TMP) where applicable to trade-in eligible products and receive credit toward the purchase of new Cisco equipment. For more information about Cisco TMP, customers should work with their Cisco Partner or Cisco account team. Cisco Partners can find additional TMP information on Partner Central at:

[https://www.cisco.com/web/partners/incentives\\_and\\_promotions/tmp.html](https://www.cisco.com/web/partners/incentives_and_promotions/tmp.html).

Customers may be able to continue to purchase the Cisco Catalyst 6506-E, Catalyst 6509-E, Catalyst 6509-V-E, Catalyst 6513-E, VS-S2T-10G, VS-S2T-10G-XL, Bundles & accessories through the Cisco Certified Refurbished Equipment program. Refurbished units may be available in limited supply for sale in certain countries on a first-come, first-served basis until the Last Date of Support has been reached. For information about the Cisco Certified Refurbished Equipment program, go to: <https://www.cisco.com/go/eos>.

Service prices for Cisco products are subject to change after the product End-of-Sale date.

The Cisco Takeback and Recycle program helps businesses properly dispose of surplus products that have reached their end of useful life. The program is open to all business users of Cisco equipment and its associated brands and subsidiaries. For more information, go to:

[https://www.cisco.com/web/about/ac227/ac228/ac231/about\\_cisco\\_takeback\\_recycling.html](https://www.cisco.com/web/about/ac227/ac228/ac231/about_cisco_takeback_recycling.html).

## For more information

For more information about the Cisco End-of-Life Policy, go to:

[https://www.cisco.com/en/US/products/products\\_end-of-life\\_policy.html](https://www.cisco.com/en/US/products/products_end-of-life_policy.html).

For more information about the Cisco Product Warranties, go to:

[https://www.cisco.com/en/US/products/prod\\_warranties\\_listing.html](https://www.cisco.com/en/US/products/prod_warranties_listing.html).

To subscribe to receive end-of-life/end-of-sale information, go to:

<https://www.cisco.com/cisco/support/notifications.html>.

Any authorized translation issued by Cisco Systems or affiliates of this end-of-life Product Bulletin is intended to help customers understand the content described in the English version. This translation is the result of a commercially reasonable effort; however, if there are discrepancies between the English version and the translated document, please refer to the English version, which is considered authoritative.

## Recommended for you



## **NEW BUSINESS**

Consideration of a Resolution Expressing a Vote of No Confidence in Los Angeles County District Attorney George Gascón's Special Directives (City Manager)

### **RECOMMENDATION**

- Discussion and consideration of Resolution No. 9713, A Resolution Expressing a Vote of No Confidence in Los Angeles County District Attorney George Gascón's Special Directives.

### **BACKGROUND**

At the regular City Council meeting on May 4, 2021, Mayor Mora and Council Members Sarno and Trujillo expressed a desire for the City Council to consider adopting a resolution expressing a vote of no confidence in Los Angeles County District Attorney George Gascón's Special Directives. Several cities in Los Angeles County have adopted such resolutions due to Special Directives the District Attorney has issued that may contradict state law, including voter-approved ballot initiatives. Attachment 1 to this report is a draft resolution for City Council consideration, consistent with what other cities have adopted. Attachment 2 is the agenda report for the Whittier City Council on this topic, which includes copies of Special Directives issued by the District Attorney, as well as the agenda reports for the cities of Santa Clarita, Beverly Hills, Pico Rivera, and La Mirada. Attachment 3 is the agenda report for the Covina City Council, which also recently adopted a similar resolution.

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

Raymond R. Cruz  
City Manager

### **Attachments:**

1. Draft Resolution No. 9713
2. Whittier City Council Agenda Report (with DA Special Directives and other cities' agenda reports attached)
3. Covina City Council Agenda Report

**RESOLUTION NO. 9713**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, EXPRESSING A VOTE OF NO CONFIDENCE IN LOS ANGELES COUNTY DISTRICT ATTORNEY GEORGE GASCÓN'S SPECIAL DIRECTIVES**

WHEREAS, the City Council values and places the highest priority on public safety and protecting the Santa Fe Springs community; and

WHEREAS, Los Angeles County District Attorney George Gascón has issued a series of Special Directives that appear to contradict state law, including voter-approved ballot initiatives; and

WHEREAS, it is important to the City Council that policies that aim to restructure or amend prosecutorial directives be consistent with state law and issued with reasonable intent and priority to protect the general public and victims' rights.

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

The City Council affirms a vote of no confidence in Los Angeles County District Attorney George Gascón's Special Directives and hereby directs staff to transmit this resolution to interested offices and organizations.

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
John M. Mora, Mayor

ATTEST:

\_\_\_\_\_  
Janet Martinez, CMC, City Clerk



# Agenda Report

City Council

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**Date:** April 27, 2021

**To:** Honorable Mayor and City Council

**From:** Brian Saeki, City Manager  
Shannon DeLong, Assistant City Manager

**Subject:** Consideration of Resolution No. 2021-30, a Vote of No Confidence in District Attorney Gascon

## **RECOMMENDATION**

Discuss and Consider Vote of No Confidence in District Attorney Gascon.

## **BACKGROUND**

At the April 13, 2021 City Council meeting, Council noted the recent consideration of votes of no confidence in Los Angeles County District Attorney Gascon in other Los Angeles County communities. City Council directed staff to return with an item enabling the discussion and consideration of a similar Vote of No Confidence.

## **DISCUSSION**

This item allows for discussion of the Los Angeles County District Attorney's recent special directives (Attachment A) as well as consideration of a potential vote of no confidence. Attached are staff reports from the cities of Santa Clarita, Beverly Hills, Pico Rivera and La Mirada, including resolutions of no confidence in District Attorney Gascon. All but La Mirada have adopted votes of no confidence.

## **FISCAL IMPACT**

There is no fiscal impact associated with this item.

## **STRATEGIC PLANNING GOAL**

Goal 4: Transparent & Open Government

## **ATTACHMENTS**

- A. Special Directives
- B. Santa Clarita Staff Report
- C. Beverly Hills Staff Report
- D. Pico Rivera Staff Report
- E. La Mirada Staff Report
- F. Resolution No. 2021-30

SPECIAL DIRECTIVE 20-06

TO: ALL DEPUTY DISTRICT ATTORNEYS

FROM: GEORGE GASCÓN   
District Attorney

SUBJECT: PRETRIAL RELEASE POLICY

DATE: DECEMBER 7, 2020

This Special Directive addresses issues of Bail and Own Recognizance in Chapter 8 of the Legal Policies Manual. Effective **December 8, 2020**, the policies outlined below supersede the relevant sections of Chapter 8 of the Legal Policies Manual.

**INTRODUCTION**

The purpose of this memo is to outline the new policies and protocols that will guide our recommendations for pretrial release and the use of cash bail moving forward. While these policies will take effect immediately, there will be ongoing opportunities for staff to give valuable feedback about how we can best operationalize these changes. We will continually monitor and review data collected on the implementation of these policies and we will regularly review these policies with office staff and members of the community to ensure that they are effective and successful. These new policies capture our shared vision of justice for all in Los Angeles County.

**THE UNFAIRNESS OF CASH BAIL**

Across the nation, bail reform is a topic of much debate. While some jurisdictions have passed statewide bail reform (New York and New Jersey), others have changed local bail setting practices by reducing reliance on cash bail. Although California voters chose not to implement SB10 through the passage of Proposition 25, the conversation about bail reform remains active and robust.

While it is nearly certain that legislation seeking to eliminate cash bail will once again be put to voters, we will not wait for statewide reform before imposing meaningful changes in the use of cash bail. We must seek to protect the public while ensuring that our practices—particularly with regard to the utilization of cash bail—do not lead to periods of unnecessary incarceration that harm individuals, families and communities.

Cash bail creates a two-tiered system of justice - one where those with financial resources are able to remain free, while those who lack such resources are incarcerated. While most justify the use of cash bail to incentivize an individual to return to court, evidence suggests that no such incentives

are required: it is exceptionally rare that individuals willfully flee prosecution or commit violent felony offenses while released pretrial and the overwhelming majority of people will return to court, even when they have no financial interest at stake.<sup>1</sup> In addition, appearance rates for those people who are not detained are improved when they receive effective court reminders, transportation assistance and referrals to community-based services when they are in need.

Disparities in bail setting, unduly impact low-income communities of color and set the wheels of mass incarceration in motion: individuals detained pretrial are more likely to plead guilty to a case, in turn receiving a criminal record; those with criminal records face obstacles for future employment opportunities; and those people who cannot be employed see their opportunities for economic mobility and advancement severely hindered. The negative impacts of incarceration extend well beyond an incarcerated individual into their families and communities. Jobs are lost, people are evicted and deported, children lose contact with their primary caregivers, and those who were detained return to their communities destabilized by the traumatizing conditions in our jails.

The negative consequences of cash bail have fallen unequally on the shoulders of low-income communities of color in Los Angeles County. Of the 5,885 people detained pretrial in August 2020, 84% were people of color and nearly half (42%) were incarcerated for non-serious, non-violent offenses<sup>2</sup>. These individuals jailed pretrial spend, on average, 221 days in jail<sup>3</sup> without having been convicted of a crime. While COVID-19 led to substantial declines in the Los Angeles County Jail population, early releases were not proportionate across all race categories and subpopulations, including those who are most vulnerable. Specifically, while Black people were 29% of the pre-COVID jail population, only 24% of them were released early, and, when looking at the pretrial population with mental health needs, Black and Hispanic people received early release at a significantly lower rate than white people.

The US Constitution guarantees every person – regardless of race, class or origin – the right to be presumed innocent during the pretrial phase of a criminal proceeding. America’s promise is to provide for everyone “equal justice under the law”. While one might argue that pretrial detention doesn’t remove these rights, our detention practices and the use of unaffordable cash bail eviscerates the bedrock of our democracy and undermines our principles of justice, fairness, and equality under the law.

It’s time for a change. We must adopt a more just approach to prosecution by seeking to undo the legacy of cash bail while still fulfilling our obligations to protect public safety. Freedom should be free.

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<sup>1</sup> For a pilot project conducted by The Bail Project in Compton, 300 people had bail paid for them. 93% of clients included in the pilot were people of color. The outcomes of the pilots favor own recognizance release: 96% returned for every court date and, of clients whose cases are now disposed, 33% had their cases dismissed and 97% of those individuals who received a conviction required no additional jail time as part of their sentence.

<sup>2</sup> Charges at the time of booking

<sup>3</sup> This reflects the average number of pretrial days spent in jail to-date on 8/19/20, which is likely an underestimate. Many people will remain detained long after the date of analysis. A truer measure would be the average number of days an individual spends from being placed in custody to being released or their case disposed, though such information is not currently available.

It is our duty as stewards of public safety to mitigate all public safety risk, and this includes ensuring that our office's prosecutorial actions do not inflict needless harm on court-involved individuals through unnecessary incarceration. We must, and can do better, than to continue to impose cash bail where it is not required, as evidence suggests that cash bail is neither effective nor required to keep communities safe or to ensure return to court for future appearances.

For all the reasons mentioned above, it is time to re-evaluate our policies and procedures regarding the use of cash bail and pretrial detention before conviction. The policies outlined in this memo are merely a starting point as we begin to better balance the well-being of the accused with our obligations to maintain public safety during this pretrial period. By minimizing the utilization of cash bail, reducing unnecessary pretrial detention, seeking the least restrictive conditions of release possible, and utilizing community-based support programs and interventions, the long-term safety of all Los Angeles County residents can be improved and the system will be made more fair and just.

Pretrial release recommendations shall be guided by the following principles and policies:

## **I. ELIMINATION OF CASH BAIL**

- A. The presumption shall be to release individuals pretrial.
- B. All individuals shall receive a presumption of own recognizance release without conditions. Conditions of release may only be considered when necessary to ensure public safety or return to court.
  - 1. Pretrial release conditions, if any, shall be considered in order from least restrictive (No Conditions) to most restrictive (Electronic Monitoring / Home Detention). Release with no condition shall be the initial position. The least restrictive condition or combination of conditions for release must be determined to be inadequate to protect public safety and to reasonably ensure the defendant's return to court before considering the next least restrictive condition.
  - 2. All pretrial release conditions requested shall be reasonably related to the charges, and necessary to protect the public and to reasonably ensure the defendant's return to court.
  - 3. Only after all pretrial release conditions have been thoroughly evaluated and determined to be inadequate to protect public safety and to reasonably ensure the defendant's return to court shall bail or pretrial detention be considered.
- C. Pretrial Detention Procedures
  - 1. Pretrial detention shall only be considered when the facts are evident and clear and convincing evidence shows a substantial likelihood that the defendant's release would result in great bodily harm to others or the defendant's flight.
    - a) The substantial likelihood of the defendant's flight may include felony holds from other jurisdictions. Release conditions or detention may be considered for the limited purpose of ensuring the defendant is not removed to another jurisdiction. Considerations

shall include but are not limited to a comparison of the seriousness of the charges locally and for the hold, the uncertainty of when the defendant will be returned, and maintaining joinder of co-defendants.

2. DDAs shall not request cash bail for any misdemeanor, non-serious felony, or non-violent felony offense.
  3. If pretrial release conditions have been found insufficient to ensure return to court and public safety, DDAs may consider requesting bail at arraignment for:
    - a) Felony offenses involving acts of violence on another person; or
    - b) Felony offenses where the defendant has threatened another with great bodily harm; or
    - c) Felony sexual assault offenses on another person.
- D. When cash bail is being requested under the limited circumstances delineated in this memo, DDAs shall recommend cash bail amounts that are aligned with the accused's ability to pay. There should be a presumption of indigency when the court has determined that a client is entitled to court appearance counsel.
- E. For those individuals who are indigent, DDAs shall avoid the selection of restrictive conditions of release that include fees and costs for their administration (e.g., paying a licensing fee for electronic monitoring) unless no alternative restrictive condition or combination of conditions can be applied to meet the same need.
- F. Conditions of release shall be evaluated based on all available information about the accused. Individuals with underlying conditions, such as behavioral health conditions, shall not receive overly restrictive release conditions based solely on the presence of such issues. Scores from risk assessment tools may never be the sole basis for a recommendation for detention.<sup>4</sup> All pretrial release conditions requested shall be reasonably related to the charges and necessary to protect the public and ensure the defendant's return to court.
- G. If defense counsel requests a review of release conditions, the DDAs will not oppose defense counsel motion to the court to remove or modify the conditions of release, if the accused's conduct has demonstrated that a threat to a specific identifiable person or persons and/or any evidence of the accused's intention to willfully evade prosecution has been eliminated.
- H. **Covid-19 Addendum:** Regardless of charge, release with least restrictive conditions is the presumptive position when the accused belongs to a vulnerable/high risk group (as defined by the CDC and the LA County Department of Public Health) where incarceration could result in serious illness or death due to Covid-19 exposure.

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<sup>4</sup> There are well-documented concerns among social science researchers that risk assessment tools cannot predict what they aim to predict and perpetuate racial bias. See [Technical Flaws of Pretrial Risk Assessments Raise Grave Concerns](#).

**II. APPEARANCES AND VIOLATIONS OF CONDITIONS OF RELEASE**

- A. DDAs shall not oppose defense counsel’s requests to waive client appearances at non-essential court appearances. The burden of appearing for short, non-consequential hearings can be hugely impactful to individuals who have to arrange to take off from work, arrange for childcare, and find their way to court. Many court appearances require minimal involvement from the accused and due to overburdened court calendars can result in extensive wait times before short appearances are held.
- B. In the event of non-appearance, DDAs will not oppose defense counsel’s request for a bench warrant hold when no clear and convincing evidence exists that the non-appearance occurred as a result of the accused’s willful evasion of prosecution.

**III. RETROACTIVITY OF POLICY**

DDAs shall not object to the release of anyone currently incarcerated in Los Angeles County on cash bail who would be eligible for release under the policies outlined in this memo.

**TABLE 1  
PRETRIAL RELEASE CONDITIONS FROM LEAST TO MOST RESTRICTIVE**

LEAST RESTRICTIVE	● Own Recognizance Release
	● Release to community member, friend, family member or partner with promise to accompany the accused to court
	● Phone/text/online check-ins with designated agency
	● Travel Restrictions - order to not leave state, passport surrender
	● Driving prohibitions or restrictions
	● Stay away order
	● AA/NA meeting attendance (or similar community support groups)
	● Order to surrender weapon(s) to law enforcement
	● Ignition Interlock Device

MORE RESTRICTIVE	<ul style="list-style-type: none"> <li>● In-person check-ins with designated agency</li> </ul>
	<ul style="list-style-type: none"> <li>● Mental health treatment</li> </ul>
	<ul style="list-style-type: none"> <li>● Alcohol abuse treatment</li> </ul>
	<ul style="list-style-type: none"> <li>● Substance abuse treatment</li> </ul>
	<ul style="list-style-type: none"> <li>● Drug and alcohol testing</li> </ul>
	<ul style="list-style-type: none"> <li>● Residential treatment program</li> </ul>
	<ul style="list-style-type: none"> <li>● Home relocation during case pendency</li> </ul>
	<ul style="list-style-type: none"> <li>● Secure Continuous Remote Alcohol Monitoring</li> </ul>
	<ul style="list-style-type: none"> <li>● Electronic monitoring/GPS</li> </ul>
	<ul style="list-style-type: none"> <li>● Home detention</li> </ul>

***The policies of this Special Directive supersede any contradictory language of the Legal Policies Manual.***

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SPECIAL DIRECTIVE 20-07

TO: ALL DEPUTY DISTRICT ATTORNEYS

FROM: GEORGE GASCÓN   
District Attorney

SUBJECT: MISDEMEANOR CASE MANAGEMENT

DATE: DECEMBER 7, 2020

This Special Directive addresses issues of Misdemeanor Case Management in Chapter 9 of the Legal Policies Manual. Effective **December 8, 2020**, the policies outlined below supersede the relevant sections of Chapter 9 of the Legal Policies Manual.

**INTRODUCTION**

The public's interaction with the criminal justice system is mainly through misdemeanor prosecutions, yet the power and influence of the misdemeanor system in Los Angeles County has gone largely unnoticed. The goal of this new policy is to reimagine public safety and best serve the interests of justice and community well-being. As such, the prosecution of low-level offenses will now be governed by this data-driven Misdemeanor Reform policy directive.

Los Angeles County courts should not be revolving doors for those in need of treatment and services. Currently, over 47% of those incarcerated pre-trial on misdemeanor cases suffer from mental illness. Likewise, nearly 60% of those released each day have a significant substance use disorder. Meanwhile, individuals experiencing homelessness account for almost 20% of arrests in Los Angeles despite comprising only 1.7% of the population. The status quo has exacerbated social ills and encouraged recidivism at great public expense.

Moreover, the consequences of a misdemeanor conviction are life-long and grave, even for those who avoid incarceration. Misdemeanor convictions create difficulties with employment, housing, education, government benefits, and immigration for non-citizens and citizens alike. Deportation, denial of citizenship, and inadmissibility affect not only individuals, but also children, families, and immigrant communities. And no matter one's immigration status, the resultant costs and fees of misdemeanor convictions force many to choose between necessities such as rent, transportation, and medical care versus financial obligations to the justice system.

Despite the immense social costs, studies show that prosecution of the offenses driving the bulk of misdemeanor cases have minimal, or even negative, long-term impacts on public safety. Agencies equipped with the social-service tools necessary to address the underlying causes of offenses such as unlicensed driving, sex work, drug possession, drinking in public, and trespassing

are best positioned to prevent recidivism and will thus be empowered to provide help to those in need.

The goal of the Los Angeles County District Attorney's Office is to protect public safety. To do so as effectively as possible, we will direct those in need of services to treatment providers, divert those undeserving of criminal records to appropriate fora, and reorient our focus towards combating violent and serious criminal offenses.

### I. DECLINATION POLICY DIRECTIVE

The misdemeanor charges specified below shall be declined or dismissed before arraignment and without conditions unless "exceptions" or "factors for consideration" exist.

*These charges do not constitute an exhaustive list. Each deputy district attorney is encouraged to exercise his or her discretion in identifying a charge falling within the spirit of this policy directive and proceed in accordance with its mandate.*

*In addition, each deputy district attorney retains discretion to seek a deviation from this policy when a person poses an identifiable, continuing threat to another individual or there exists another circumstance of similar gravity. In such a situation, the deputy district attorney must consult with their supervisor, place their justification for seeking a deviation in writing, and record their supervisor's determination in the case file. Such a deviation should be the exception, not the rule. In all circumstances, the person's ability to pay shall be considered.*

#### **Trespass – Penal Code § 602(a)-(y)**

- a. Exceptions or Factors For Consideration
  - i. Repeat trespass offenses on the same public or private property over the preceding 24 months
  - ii. Verifiable, imminent safety risk
  - iii. No indicia of substance use disorder and/or mental illness, or homelessness

#### **Disturbing The Peace – Penal Code § 415(1)-(3)**

- a. Exceptions or Factors For Consideration
  - i. Repeat offenses over the preceding 24 months involving substantially similar behavior to that charged
  - ii. No indicia of substance use disorder and/or mental illness

#### **Driving Without A Valid License – Vehicle Code § 12500(a)-(e)**

- a. Exceptions or Factors For Consideration
  - i. Repeat driving offenses over the preceding 24 months involving substantially similar behavior to that charged

**Driving On A Suspended License – Vehicle Code § 14601.1(a)**

- a. Exceptions or Factors For Consideration
  - i. Repeat driving offenses over the preceding 24 months involving substantially similar behavior to that charged

**Criminal Threats – Penal Code § 422**

- a. Exceptions or Factors For Consideration
  - i. Offense related to domestic violence or hate crime
  - ii. Repeat threat offenses over the preceding 24 months
  - iii. Documented history of threats towards victim
  - iv. Possession of a weapon capable of causing bodily injury or death during commission of offense
  - v. No indicia of substance use disorder and/or mental illness

**Drug & Paraphernalia Possession – Health & Safety Code §§ 11350, 11357, 11364, & 11377**

- a. Exceptions or Factors For Consideration
  - i. None identified

**Minor in Possession of Alcohol – Business & Professions § 25662(a)**

- b. Exceptions or Factors For Consideration
  - i. None identified

**Drinking in Public – Los Angeles County Municipal Code §13.18.010**

- c. Exceptions or Factors For Consideration
  - i. None identified

**Under the Influence of Controlled Substance – Health & Safety Code § 11550**

- a. Exceptions or Factors For Consideration
  - i. None identified

**Public Intoxication – Penal Code § 647(f)**

- a. Exceptions or Factors For Consideration
  - i. None identified

**Loitering – Penal Code § 647(b),(c), (d), (e)**

- a. Exceptions or Factors For Consideration
  - i. Repeat offenses over the preceding 24 months involving substantially similar behavior to that charged

**Loitering To Commit Prostitution – Penal Code § 653.22(a)(1)**

- a. Exceptions or Factors For Consideration
  - i. None identified

**Resisting Arrest – Penal Code § 148(a)**

- a. Exceptions or Factors For Consideration
  - i. Repeat offenses over the preceding 24 months involving substantially similar behavior to that charged
  - ii. The actual use of physical force against a peace officer
  - iii. The charge is filed in connection with another offense not enumerated above

**If the charge is not declined, follow these sequential steps until dismissal:**

- A. **Pre-Arrest Diversion via Administrative Hearing.** Upon compliance with condition(s) imposed in the administrative hearing, the charge shall be formally declined;
- B. **Post-Arrest, Pre-Plea Diversion.** Upon compliance with condition(s) imposed at arraignment or pretrial, the charge shall be dismissed without the entry of a plea of nolo contendere or guilty;
- C. **Post-Arrest, Post-Plea Diversion.** Upon compliance with condition(s) imposed at pre-trial, the charge shall be dismissed following the withdrawal of a plea of nolo contendere or guilty.

The conditions of such diversion shall be the same as those statutorily required upon conviction, absent monetary fines and fees and status registration. In no circumstance may the offer of diversion be conditioned upon (1) waiver of a person’s constitutional or statutory rights or (2) a temporal or procedural deadline other than commencement of trial.

**II. DIVERSION POLICY DIRECTIVE**

The purpose of the Diversion Policy Directive is to utilize remediation to protect public safety, promote individual rehabilitation, and encourage prosecutorial discretion. For all misdemeanor offenses not listed below under the Declination Policy Directive, pre-plea diversion shall be presumptively granted. This diversion policy shall not apply to (1) offenses excluded under Penal Code §1001.95 and (2) any driving under the influence offense.

The Diversion Policy Directive is also intended to complement statutory diversion schemes such as those codified under Penal Code §§ 1001.36, 1001.80, 1001.83, and 1001.95. The Deputy District Attorney shall utilize their discretion, in accordance with the spirit of this policy, when determining which diversionary scheme is best suited to serve the interests of justice.

The conditions of such diversion shall be the same as those statutorily required upon conviction, absent monetary fines and fees and status registration. In no circumstance may the offer of diversion be conditioned upon waiver of a person’s constitutional or statutory right, except for a waiver of time under Penal Code § 1382. The duration of such diversion shall presumptively be 6 months, but in no circumstance shall it exceed 18 months. Upon compliance with the

condition(s) imposed, the charge(s) shall be dismissed without the entry of a plea of nolo contendere or guilty.

The presumption of pre-plea diversion may be rebutted upon reasoned consideration of the following factors:

- Convictions for offenses of equal or greater severity than that charged over the preceding 24 months;
- Documented history of threats or violence towards a victim;
- Clear evidence of an identifiable, continuing threat to another individual or other circumstance of similar gravity.

In such a situation, the Deputy District Attorney must consult with their supervisor, place their justification for seeking a deviation in writing, and record their supervisor's determination in the case file.

### **III. NON-DIVERSIONARY PLEA OFFERS**

If a misdemeanor case is not subject to declination or resolved via the Diversion Policy Directive, the deputy district attorney shall adhere to the following guidelines when making plea offers:

- No offer shall require that a defendant complete combined jail time and community labor as a term of a sentence;
- No offer shall require that a defendant complete in excess of 15 days of community labor as a term of a sentence;
- No offer shall require status registration for a defendant unless mandated by statute;
- Once conveyed to the defendant, no offer shall be increased in response to the defendant exercising their right to pursue a jury trial or pretrial motion.

In seeking a deviation from any of the aforementioned guidelines, the deputy district attorney must consult with their supervisor, place their justification for seeking a deviation in writing, and record their supervisor's determination in the case file.

### **IV. FINES AND FEES**

Fines and fees place burdens on individuals in the criminal system and their families and pose significant and sometimes insurmountable obstacles to reentry. Deputy district attorneys shall:

- Presume that an individual is indigent and unable to pay fines and fees under the following circumstances: the individual is represented by the Public Defender, the Alternate Public Defender, Bar Panel, or a free legal services organization, the defendant is receiving any type of means-tested government benefits, the defendant is experiencing homelessness or the defendant can make a showing of indigence by clear and convincing evidence;
- Actively support and in no case object to requests to waive fines and fees for indigent individuals;
- Refrain from arguing that a failure to pay a fine, fee, or court ordered program represents a violation of summary probation if the defendant is indigent as defined above, or that

summary probation should be extended based upon an alleged failure to pay, or that an individual should be incarcerated or suffer an additional sanction due to failure to pay.

***The policies of this Special Directive supersede any contradictory language of the Legal Policies Manual.***

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SPECIAL DIRECTIVE 20-08

TO: ALL DEPUTY DISTRICT ATTORNEYS

FROM: GEORGE GASCÓN   
District Attorney

SUBJECT: SENTENCING ENHANCEMENTS/ALLEGATIONS

DATE: DECEMBER 7, 2020

This Special Directive addresses the following chapters in the Legal Policies Manual:

Chapter 2	Crime Charging - Generally
Chapter 3	Crime Charging - Special Policies
Chapter 7	Special Circumstances
Chapter 12	Felony Case Settlement Policy
Chapter 13	Probation and Sentencing Hearings

Effective **December 8, 2020**, the policies outlined below supersede the relevant sections of the abovementioned chapters of the Legal Policies Manual. Additionally, the following sections of the Legal Policies Manual are removed in their entirety. Chapter 2.10 - Charging Special Allegations, Chapter 3.02 - Three Strikes, Chapter 7 - Special Circumstances, Chapter 12.05 - Three Strikes, Chapter 12.06 - Controlled Substances.

**INTRODUCTION**

Sentencing enhancements are a legacy of California’s “tough on crime” era. (See Appendix.) It shall be the policy of the Los Angeles County District Attorney’s Office that the current statutory ranges for criminal offenses alone, without enhancements, are sufficient to both hold people accountable and also to protect public safety. While initial incarceration prevents crime through incapacitation, studies show that each additional sentence year causes a 4 to 7 percent increase in recidivism that eventually outweighs the incapacitation benefit.<sup>1</sup> Therefore, sentence enhancements or other sentencing allegations, including under the Three Strikes law, shall not be filed in any cases and shall be withdrawn in pending matters.

This policy does not affect the decision to charge crimes where a prior conviction is an element of the offense [i.e., felon in possession of a firearm (Penal Code § 29800(a)(1)), driving under the influence with a prior (Vehicle Code § 23152), domestic violence with a prior (Penal Code §

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<sup>1</sup> Mueller-Smith, Michael (2015) “The Criminal and Labor Market Impacts of Incarceration.”, available at <https://sites.lsa.umich.edu/mgms/wp-content/uploads/sites/283/2015/09/incar.pdf>.

273.5(f)(1)), etc.], nor does it affect Evidence Code provisions allowing for the introduction of prior conduct (i.e., Evidence Code §1101, 1108, and 1109).

The specified allegations/enhancements identified in this policy directive are not an exhaustive list of all allegations/enhancements that will no longer be pursued by this office; however, these are the most commonly used allegations/enhancements.

## **POLICY**

- Any prior-strike enhancements (Penal Code § 667(d), 667(e); 1170.12(a) and 1170.12 (c)) will not be used for sentencing and shall be dismissed or withdrawn from the charging document. This includes second strikes and any strikes arising from a juvenile adjudication;
- Any Prop 8 or “5 year prior” enhancements (Penal Code §667(a)(1)) and “3 year prior” enhancements (Penal Code §667.5(a)) will not be used for sentencing and shall be dismissed or withdrawn from the charging document;
- STEP Act enhancements (“gang enhancements”) (Penal Code § 186.22 et. seq.) will not be used for sentencing and shall be dismissed or withdrawn from the charging document;
- Special Circumstances allegations resulting in an LWOP sentence shall not be filed, will not be used for sentencing, and shall be dismissed or withdrawn from the charging document;
- Violations of bail or O.R. release (PC § 12022.1) shall not be filed as part of any new offense;
- If the charged offense is probation-eligible, probation shall be the presumptive offer absent extraordinary circumstances warranting a state prison commitment. If the charged offense is not probation eligible, the presumptive sentence will be the low term. Extraordinary circumstances must be approved by the appropriate bureau director.

## **II. PENDING CASES**

At the first court hearing after this policy takes effect, DDAs are instructed to orally amend the charging document to dismiss or withdraw any enhancement or allegation outlined in this document.

## **III. SENTENCED CASES**

Pursuant to PC § 1170(d)(1), if a defendant was sentenced within 120 days of December 8, 2020 they shall be eligible for resentencing under these provisions. DDAs are instructed to not oppose defense counsel’s request for resentencing in accordance with these guidelines.

## APPENDIX

California has enacted over 100 sentencing enhancements, many of which are outdated, incoherent, and applied unfairly. There is no compelling evidence that their enforcement improves public safety. In fact, the opposite may be true. State law gives District Attorneys broad authority over when and whether to charge enhancements. The overriding concern is interests of justice and public safety.

The Stanford Computational Policy Lab studied San Francisco's use of sentencing enhancements from 2005 to 2017. They released their report, *Sentencing Enhancements and Incarceration: San Francisco, 2005-2017* in October of 2019. The following policy is informed by the results of the Stanford study.

As noted in the study:

“During the 1980s and 90s, enhancements became more numerous and severe. Dozens of new enhancement laws were passed in a way that critics alleged was haphazard—in “reaction to the ‘crime of the month.’”

California's massive rates of incarceration can be tied directly to the extreme sentencing laws passed by voters in the 1990's, including the 1994 Three Strikes Law. In 1980, California had a prison population of 23,264. In 1990, it was 94,122. In 1999, five years after the passage of Three Strikes, California had increased its population to a remarkable 160,000. By 2006, the prison population had ballooned to 174,000 prisoners. California now has 130,000 people in state prison and 70,000 people in local jails.

The Stanford study found that the use of sentencing enhancements in San Francisco accounted for about **1 out of 4 years** served in jail and prison. This study found that the use of sentencing enhancements -- mostly Prop. 8 priors and Three Strikes enhancements -- accounted for half of the time served for enhancements. The study concluded that we could substantially reduce incarceration by ceasing to use enhancements. These enhancements also exacerbate racial disparities in the justice system: **45% of people serving life sentences in CDCR under the Three Strikes law are black.**

Gang enhancements have been widely criticized as unfairly targeting young men of color. Recent analyses by the LA Times suggest that the CALGANG database is outdated, inaccurate and rife with abuse. According to California Department of Corrections and Rehabilitation data from 2019, more than 90 percent of adults with a gang enhancement in state prison were either black or Latinx.

According to Fordham Law Prof. John Pfaff, “There is strong empirical support for declining to charge these status enhancements. Long sentences imposed by strike laws and gang enhancements provide little additional deterrence, often incapacitate long past what is required by public safety, impose serious and avoidable financial and public health costs in the process, and may even lead to greater rates of reoffending in the long run.”

According to Pfaff, a growing body of evidence-based studies have suggested that policing deters; long sentences do little. What deters most effectively is the risk of detection and apprehension in the first place. Other studies increasingly indicate that spending more time in prison can *cause* the

risk of later reoffending; as the harms and traumas experienced in prison grow, the ability to reintegrate after release falls.

That prison may actually increase the risk of reoffending while imposing serious costs on communities starkly illuminates the need to invest in alternatives. Such options do exist. One striking example: by expanding access to (non-criminal justice based) drug treatment, the expansion of Medicaid yielded billions in reduced crime in states that participated in the expansion.

By avoiding harsh sentencing and investing in rehabilitation programs for the incarcerated, we can reduce crime *and* help people improve their lives.

***The policies of this Special Directive supersede any contradictory language of the Legal Policies Manual.***

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SPECIAL DIRECTIVE 20-08.1

TO: ALL DEPUTY DISTRICT ATTORNEYS

FROM: GEORGE GASCÓN   
District Attorney

SUBJECT: FURTHER CLARIFICATION OF SPECIAL DIRECTIVE 20-08

DATE: DECEMBER 15, 2020

This Special Directive is intended to further supplement the language provided in SD 20-08, Section II concerning Pending Cases, issued on December 7, 2020. The introduction of that Special Directive states, "...sentence enhancements or other sentencing allegations, including under the Three Strikes law, shall not be filed in any cases and shall be withdrawn in pending matters." The language is clear that this policy is intended to put an end to the practice of alleging strike priors and all other special allegations in accordance with the constitutional authority granted solely to prosecutors across the state of California.

If a pending matter has strike priors alleged or enhancements/allegations (pursuant to SD 20-08) deputies shall make the following record:

"The People move to dismiss and withdraw any strike prior (or other enhancement) in this case. We submit that punishment provided within the sentencing triad of the substantive charge(s) in this case are sufficient to protect public safety and serve justice. Penal Code section 1385 authorizes the People to seek dismissal of all strike prior(s) (or other enhancements) when in the interests of justice. Supreme Court authority directs this Court to determine those interests by balancing the rights of the defendant and those of society 'as represented by the People.' The California Constitution and State Supreme Court precedent further vest the District Attorney with sole authority to determine whom to charge, what charges to file and pursue, and what punishment to seek. That power cannot be stripped from the District Attorney by the Legislature, Judiciary, or voter initiative without amending the California Constitution. It is the position of this office that Penal Code section 1170.12(d)(2) and Penal Code 667(f)(1) are unconstitutional and infringe on this authority. Additional punishment provided by sentencing enhancements or special allegations provide no deterrent effect or public safety benefit of incapacitation--in fact, the opposite may be true, wasting critical financial state and local resources."

**Legal authority:** *People v. Superior Court (Romero)* (1996) 13 Cal. 4th 497, 530 ("[T]he language of [section 1385], 'furtherance of justice,' requires consideration both of the constitutional rights of the defendant, and *the interests of society represented by the People*, in determining whether there should be a dismissal." (emphasis in original); *Dix v. Superior Court* (1991) 53 Cal. 3d at 451.

Furthermore, if a court refuses to dismiss the prior strike allegations or other enhancements/allegations based on the People's oral request, the DDA shall seek leave of the court to file an amended charging document pursuant to Penal Code section 1009.

If a court further refuses to accept an amended charging document pursuant to Penal Code section 1009, the DDA shall provide the following information to their head deputy: Case number, date of hearing, name of the bench officer and the court's justification for denying the motion (if any). The DDA shall stipulate to any stay of proceedings if requested by the defense.

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SPECIAL DIRECTIVE 20-08.2

TO: ALL DEPUTY DISTRICT ATTORNEYS

FROM: GEORGE GASCÓN   
District Attorney

SUBJECT: AMENDMENT TO SPECIAL DIRECTIVE 20-08

DATE: DECEMBER 18, 2020

This Office is committed to eliminating mass incarceration and fostering rehabilitation for those charged with crimes. As such, this Office will not pursue prior strike enhancements, gang enhancements, special circumstances enhancements, out on bail/O.R. enhancements, or Penal Code section 12022.53 enhancements. After listening to the community, victims, and my deputy district attorneys, I have reevaluated Special Directive 20-08 and hereby amend it to allow enhanced sentences in cases involving the most vulnerable victims and in specified extraordinary circumstances. These exceptions shall be narrowly construed.

Effective immediately, Special Directive 20-08 is amended as follows:

The following sentence enhancements and allegations shall not be pursued in any case and shall be withdrawn in pending matters:

- Any prior-strike enhancements (Penal Code section 667(d), 667(e), 1170.12(a) and 1170.12(c)) will not be used for sentencing and shall be dismissed or withdrawn from the charging document. This includes second strikes and any strikes arising from a juvenile adjudication;
- Any Prop 8 or “5-year prior” enhancements (Penal Code section 667(a)(1)) and “three-year prior” enhancements (Penal Code section 667.5(a)) will not be used for sentencing and shall be dismissed or withdrawn from the charging document;
- STEP Act enhancements (“gang enhancements”) (Penal Code section 186.22 et. seq.) will not be used for sentencing and shall be dismissed or withdrawn from the charging document;
- Special circumstances allegations resulting in an LWOP sentence shall not be filed, will not be used for sentencing, and shall be dismissed or withdrawn from the charging document;
- Violations of bail or O.R. release (Penal Code section 12022.1) shall not be filed as part of any new offense;
- Firearm allegations pursuant to Penal Code section 12022.53 shall not be filed, will not be used for sentencing, and will be dismissed or withdrawn from the charging document.

However, where appropriate, the following allegations, enhancements and alternative sentencing schemes may be pursued:

- Hate Crime allegations, enhancements or alternative sentencing schemes pursuant to Penal Code sections 422.7 and 422.75;
- Elder and Dependent Adult Abuse allegations, enhancements, or alternative sentencing schemes pursuant to Penal Code sections 667.9, 368(b)(2)/12022.7(c);
- Child Physical Abuse allegations, enhancements or alternative sentencing schemes pursuant to Penal Code sections 12022.7(d), 12022.9, and 12022.95;
- Child and Adult Sexual Abuse allegations, enhancements or alternative sentencing schemes pursuant to Penal Code sections 667.61, 667.8(b), 667.9, 667.10 ,667.15, 674, 675, 12022.7(d), 12022.8(b), and 12022.85(b)(2);
- Human Sex Trafficking allegations, enhancements or alternative sentencing schemes pursuant to Penal Code sections 236.4(b) and 236.4(c);
- Financial crime allegations, enhancements or alternative sentencing schemes where the amount of financial loss or impact to the victim is significant, the conduct impacts a vulnerable victim population or to effectuate Penal Code section 186.11;
- Other than the enhancement or allegation prohibitions previously listed, enhancements or allegations may be filed in cases involving the following extraordinary circumstances with written Bureau Director approval upon written recommendation by the Head Deputy:
  - Where the physical injury personally inflicted upon the victim is extensive; or
  - Where the type of weapon or manner in which a deadly or dangerous weapon including firearms is used exhibited an extreme and immediate threat to human life;

Facts or circumstances that are sufficient to meet the legal definition of great bodily injury or use of a deadly or dangerous weapon alone are insufficient to warrant extraordinary circumstances. The written request and approval must be placed in the case file.

#### CASE SETTLEMENT

The following directives cover case settlement.

1. If the charged offense(s) is probation-eligible, probation shall be the presumptive offer.
  - a. Appropriate deviations from this presumption are as follows:
    - i. If the charged offense(s) is probation-eligible, and extraordinary circumstances exist, the Deputy District Attorney may file the basis and recommendation for a deviation in writing to their Head Deputy and the appropriate Bureau Director. Upon written approval from the Bureau Director, the Deputy District Attorney may offer a state prison sentence in accordance with this policy. The written basis for the deviation, recommendation, and approval shall be kept in the case file.
    - ii. If, but for the terms of this directive, the People could have reasonably alleged an enhancement, and defendant's conduct would have therefore been ineligible for probation, Deputy District Attorneys may file a

recommendation for a deviation in writing to their Head Deputy. Upon written approval from the Head Deputy, the Deputy District Attorney may offer a state prison sentence pursuant to the sentencing triad of the substantive offense(s). The written basis for the deviation, recommendation, and approval shall be kept in the case file.

2. If the charged offense(s) is not probation eligible, the presumptive sentence shall be the low term.
  - a. When deviating from the low term the deputy shall document the supporting reasons in the case file.

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SPECIAL DIRECTIVE 20-09

TO: ALL DEPUTY DISTRICT ATTORNEYS

FROM: GEORGE GASCÓN   
District Attorney

SUBJECT: YOUTH JUSTICE

DATE: DECEMBER 7, 2020

This Special Directive addresses current policies in the previously named Juvenile Delinquency Practice Manual. Effective **December 8, 2020**, the policies outlined below supersede the relevant sections of the Juvenile Delinquency Practice Manual.

**INTRODUCTION**

In upholding the laws as they presently stand, this office will support efforts that recognize children as a separate class in line with decisions<sup>1</sup> from the Supreme Court of the United States and state-wide legislation<sup>2</sup>. This office will do its part to find alternatives to detention and make diversion the default. The following changes to existing practices seek to bring this office in step with the trend to seek “care over cages” and address “need over deed.” This will also include the creation of a juvenile division that allows for specialization and promotability, and that receives specialized training.

All prosecutorial practices in youth justice will account for the established science demonstrating young people’s unique vulnerabilities (including their impulsivity, susceptibility to peer influences, risk-taking and lesser ability to fully appreciate long-term consequences, and their lack of control over their home/family/life circumstances), their malleability and capacity for growth and maturation, and thus their diminished culpability and potential for rehabilitation.

Specifically, we will be guided by the following principles:

- Our prosecutorial approach should be biased towards keeping youth out of the juvenile justice system and when they must become involved, our system must employ the “lightest

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<sup>1</sup> *Roper v. Simmons* 543 U.S. 51 (2005), *Graham v. Florida* 560 U.S. 48 (2010), *Miller v. Alabama* 567 U.S. 460 (2012), *Montgomery v. Louisiana* 577 U.S. \_\_ (2016).

<sup>2</sup> Proposition 57 (Eliminated prosecutors’ direct file authority and established new court procedures for transferring a youth’s case to adult court), SB 1391 (Repealed prosecutors’ authority to motion to transfer a case of youth age 14 or 15 to adult court), SB 439 (Set minimum age of juvenile court jurisdiction at 12, excluding murder and violent rape offenses), SB 395 & 203 (Require youth under age 18 to consult with legal counsel prior to custodial interrogation or waiving constitutional rights), SB 823 (Plans closure of DJJ and transferring the responsibility for youth to the counties).

- touch” necessary in order to provide public safety;
- A juvenile justice system must be family and child centered, holistic and collaborative with other systems and communities in order to heal trauma, foster positive youth development, and promote true public safety;
- A juvenile justice system must incorporate research and data in order to create effective responses to crime and youth need;
- We must invest in community-based services, schools, health and mental health programs and other resources that allow all children to thrive, no matter their zip code, race or gender;
- Any court involvement in a young person’s life should be proportionate, for the shortest duration possible and result in a pathway towards a better future for youth; and
- Youth justice approaches should reflect what science and data clearly demonstrate-that youth are malleable and continue to mature until their early-to mid-20s, affording the juvenile justice system a unique opportunity to support youth in achieving well-being.

The following policies shall be implemented **immediately**:

### **I. FILING DECISIONS**

1. **Youth accused of misdemeanors will not be prosecuted. If deemed necessary and appropriate, youth accused of misdemeanor offenses and low-level felonies will be referred to pre-filing, community-based diversion programs.**
2. **Crimes involving property damage or minor altercations with group home (STRTP) staff, foster parents, and/or other youth shall not be charged** when the youth’s behaviors can reasonably be related to the child’s mental health or trauma history. Involvement in the justice system can exacerbate, rather than improve, mental health issues or trauma and seeking resolution or supports through alternatives like restorative justice and health systems can better address the root causes of such behaviors,
3. **We will decline charges for property damage or minor altercations with members of the youth’s household** when the family can be better served by DCFS, or by way of an appropriate plan by a parent or legal guardian, and the behaviors can reasonably be related to the child’s mental health, trauma history, or alleged child abuse or neglect.
4. **We will continue to work with the Youth Justice Workgroup to develop collaborative decision-making teams** that facilitate information sharing, collaboration and input into filing decisions by other key partners, including schools, health systems, families and youth themselves.
5. **We will support and work with the Youth Justice Workgroup and Office of Youth Development to eliminate provision of diversion programs by probation and law enforcement, such as** Probation’s Juvenile Citation Diversion Program (in which youth are cited for infractions to appear in juvenile traffic court), and instead dismiss or refer such cases where appropriate to YDD’s expanding

diversion infrastructure.

6. **EFFECTIVE JANUARY 1, 2021: The Abolish Chronic Truancy (ACT) unit and other truancy interventions by the District Attorney is disbanded.**

## II. PETITIONS

1. **Filings will consist of the lowest potential code section that corresponds to the alleged conduct and mandate one count per incident.** (a) The only exception to misdemeanor filings will be in the case of “wobbler” offenses that warrant intervention (such as assault (Penal Code § 245)). Absent a documented history of violence, such cases will be filed as misdemeanors and require approval from the Deputy in Charge (DIC) to bypass diversion. (b) Filing Wobbler offenses as felonies will require a documented history of violence for the charged youth and/or serious injury to the alleged victim. In such cases, appropriate charging, including the decision to file a felony, must receive Head Deputy approval. Request for permission to file a felony shall include the basis for the request on a written memorandum. *This memorandum shall be forwarded from the Head Deputy to the appropriate Bureau Director.*
2. **Filing deputies are instructed to NOT file any potential strike offense if the offender is 16 or 17 years of age at the time of the offense. The only exception to this policy shall be charges involving forcible rape and murder.**
  - a. For example, all robberies will be filed, at most, as a grand theft person and/or assault by means likely to cause great bodily injury. For all open cases, a strike offense shall be withdrawn or refiled/amended as a non-strike offense, or vacated and replaced with a finding of a non-strike offense, or dismissed.
3. **Enhancements shall not be filed** on youth petitions consistent with the office wide directives on ending enhancement filings.
4. **The office will immediately END the practice of sending youth to the adult court system.**
  - a. **All pending motions to transfer youth to adult court jurisdiction shall be withdrawn** at the soonest available court date, including agreeing to defense counsel’s request to advance.
  - b. Cases will proceed to adjudication or disposition within the existing boundaries of juvenile jurisdiction.
5. **The following guidelines shall be followed in sexual offense cases:**
  - a. **We will avoid labeling normative adolescent behavior as a sex offense** and instead collaborate with appropriate partners to provide effective interventions that reduce recidivism and support a youth’s education and development around healthy sexual behavior.
    - i. Example: Child pornography statutes shall not be used to charge

- youth who consensually own or send sexually explicit photographs.
- b. **We will strive to structure charges, filing and prosecution wherever possible to avoid the requirement of sex offense registration.**
  - c. **We will withhold objections to removal from sex offense registries** for individuals who were youth when they committed their offenses.

### III. TRANSPARENCY

1. **Provide timely, complete and “open discovery”**, including Brady and other information calling into question the integrity of law enforcement action involved at the earliest opportunity-- including with the initial discovery packet when available.
  - a. Consistent with the ABA rules and best prosecutorial practices, our office will approach discovery in a manner that maximizes transparency and accountability.

### IV. DETENTION

1. **The office Presumption shall be against detention<sup>3</sup>.**
  - a. In the vast majority of cases, youth should be released to their families and/or caregivers, or to the least restrictive environment possible consistent with WIC § 636.
  - b. In line with the spirit of WIC § 202(a), detention will only be sought where a child poses an immediate danger to others, and only *for as long* as the child represents a danger to others.
  - c. Detention will not be sought on the grounds that a child has no other place to go, or that a child has serious mental health problems. If detention is sought in an exceptional case, the request should be for a minimal period and should only be after failed attempts at community detention (CDP).
2. **Deputies shall not seek detention for a probation violation** unless the violation constitutes an independent, serious crime that poses an imminent risk of harm to others.
3. **Deputies shall not seek detention for leaving placement.**
  - a. Engaging a Child Family Team (CFT) meeting shall be the first remedial measure taken to assist in stabilizing the youth.
  - b. If immediate replacement is not available, the youth should be sent to DCFS Transitional Shelter Care (TSC) to await Probation identifying placement.
4. **House arrest (CDP) shall not be sought in excess of 15 days** and deputies shall stipulate to house arrest credits toward maximum confinement.

### V. DISPOSITION AND RESOLUTION OF CASES

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<sup>3</sup><http://www.pjdc.org/wp-content/uploads/Californias-County-Juvenile-Lockups-November-2020-Final.pdf>

1. **Deputies shall not oppose dismissal on competency grounds** when presented with evidence of incompetence.
2. **Deputies shall seek to avoid immigration consequences.**
  - a. Deputies are instructed to offer dispositions in accordance with Penal Code § 1016.3(b):
    - i. “The prosecution, in the interests of justice, and in furtherance of the findings and declarations of Section 1016.2, shall consider the avoidance of adverse immigration consequences in the plea negotiation process as one factor in an effort to reach a just resolution.”<sup>4</sup>
3. **Deputies shall only seek probation supervision in serious felony cases and request terms that are individually tailored to a youth’s needs.**
  - a. Probation conditions will not include automatic search conditions, gang conditions, and other conditions that are overboard.
4. **Deputies shall not object to sealing records** pursuant to WIC § 786 and 781, or dismissing strike offenses pursuant to WIC § 782.

## **VI. DUAL STATUS (CROSS-OVER) YOUTH**

5. **Deputies shall make every effort to prevent a dependent youth from crossing over into the delinquency system.**
  - a. If the court determines dual status is appropriate, deputies will encourage a dependency lead for children involved in the dependency system. When available, diverting cases to other systems will be the default position.
6. **No delinquency filing if the circumstances that give rise to the potential petition also give rise to the dependency petition.**
  - a. Examples: Parent and youth are delivering drugs; both are arrested and charged with drug trafficking; dependency petition is filed; teen will not be charged.
  - b. In a physical fight where the parent is hitting teen and the teen responds by hitting back, resulting in a dependency petition, the teen will not be charged.
7. **For any child awaiting placement, the District Attorney will support the release of youth to a temporary, non-secure setting** so that youth do not face prolonged detention simply because no safe placement has been identified.
8. **The presumption for youth in congregate care and housing based on mental health needs** will be that the alleged conduct was within the scope of behaviors to be managed or treated by the foster home or facility.

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<sup>4</sup> 1016.2 codifies Padilla v. Kentucky 559 U.S. 356 (2010)

- a. Formal filing in these situations will require DIC approval and conform to all other policies enumerated herein regarding misdemeanors and charging the lowest possible offense.

***The policies of this Special Directive supersede any contradictory language of the Legal Policies Manual.***

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SPECIAL DIRECTIVE 20-10

TO: ALL DEPUTY DISTRICT ATTORNEYS

FROM: GEORGE GASCÓN   
District Attorney

SUBJECT: HABEAS CORPUS LITIGATION UNIT

DATE: DECEMBER 7, 2020

This Special Directive addresses issues of Bureau of Prosecution Support Operations, Habeas Corpus Litigation Team in Chapter 1.07.03 of the Legal Policies Manual. Effective **December 8, 2020**, the policies outlined below supersede the relevant sections of Chapter 1.07.03 of the Legal Policies Manual.

**INTRODUCTION**

Irrefutable evidence shows that wrongful convictions occur with unacceptable frequency, including convictions that are obtained in proceedings where due process violations and other fundamental constitutional errors denied a defendant their right to a fair trial. The mission of the Habeas Corpus Litigation (HABLIT) Unit is to ensure that justice is done in every case filed in that unit and that every potentially meritorious claim raised in a petition for a writ of habeas corpus is carefully reviewed and investigated.

In every case, HABLIT shall undertake a good-faith case review designed to ensure the integrity of the challenged conviction. In every case, where any injustice is uncovered, including racial injustice, whether or not it is of a constitutional magnitude, HABLIT shall examine and recommend appropriate remedies capable of redressing the harm uncovered, within the bounds of the law. For example, HABLIT is directed to ascertain whether, based on its review and investigation into claims raised in a petition, the outcome in the case comports with the office's current views what would constitute a fair and just conviction and sentence today and, if not, HABLIT shall take steps to find a remedial solution to bring the conviction and sentence into line with today's standards, such as recommending that a petitioner be considered for resentencing to a lesser term pursuant to Penal Code § 1170(d).

HABLIT shall not, as a policy, defend every conviction or raise every conceivable procedural challenge with equal fervor and without regard to the potential merits of the claims presented. Before relying on procedural challenges to defeat any claims raised in a petition, HABLIT shall make a fulsome initial assessment as to whether a petitioner's claims have potential merit, i.e., whether the facts alleged, if true, state a prima facie case for relief. Where a claim appears potentially meritorious on its face, HABLIT shall immediately commence investigating the claim, and seek the earliest possible resolution where it is determined that the claim is meritorious. If the petitioner has failed to state a prima facie case and/or the petitioner is abusing

the writ process by filing successive petitions without additional new evidence supporting the claims presented, HABLIT shall defend the conviction.

### **GUIDING PRINCIPLES**

“The primary duty of the prosecutor is to seek justice within the bounds of the law, not merely to convict. The prosecutor serves the public interest and should act with integrity and balanced judgment to increase public safety both by pursuing appropriate criminal charges of appropriate severity, and by exercising discretion to not pursue criminal charges in appropriate circumstances. The prosecutor should seek to protect the innocent and convict the guilty, consider the interests of victims and witnesses, and respect the constitutional and legal rights of all persons, including suspects and defendants.”

-American Bar Association, Criminal Justice Standards for the Prosecution Function, Standard 3-1.2(b)

“When a prosecutor knows of new, credible and material evidence creating a reasonable likelihood that a convicted defendant did not commit an offense of which the defendant was convicted, the prosecutor shall: (1) promptly disclose that evidence to an appropriate court or authority, and (2) if the conviction was obtained in the prosecutor’s jurisdiction, (i) promptly disclose that evidence to the defendant unless a court authorizes delay, and (ii) undertake further investigation, or make reasonable efforts to cause an investigation, to determine whether the defendant was convicted of an offense that the defendant did not commit..When a prosecutor knows of clear and convincing evidence establishing that a defendant in the prosecutor’s jurisdiction was convicted of an offense that the defendant did not commit, the prosecutor shall seek to remedy the conviction.”

-American Bar Association, Model Rules of Professional Conduct, Standard 3.8(g)-(h); California Rules of Professional Conduct (F)-(G)

### **POLICIES GOVERNING HABLIT UNIT CASE REVIEW OF NON-CAPITAL CASES**

#### **A. Habeas Corpus Litigation**

Post-conviction litigation differs significantly from the primary work of our office at the trial level. Postconviction litigation at its core is an attempt to balance the People’s interest in finality—that a jury’s verdict is presumed reliable and brings closure to a case—with an individual’s interest in fundamental Constitutional rights and statutory due process rights, and society’s interest in preventing wrongful convictions. When tasked with responding to a petition for writ of habeas corpus, HABLIT must weigh these competing interests and find the appropriate balance in each individual case.

Where a petitioner’s claims are patently meritless or plainly refuted by the record, the balance tips strongly in favor of finality and HABLIT shall defend that conviction. But where a petitioner presents allegations that are supported by reasonably available evidence, the balance tips against finality and HABLIT shall not simply oppose the petitioner’s claim, for the sake of protecting a conviction. Rather, HABLIT shall assess each claim on the merits and if it could potentially expose fundamental constitutional error and/or a statutory right to due process HABLIT’s response to the court should so indicate.

In weighing whether a conviction should be defended and protected, or whether a different outcome or resolution is in the interests of justice, HABLIT shall investigate and take into account the following considerations:

- Whether there is a reasonable probability that the applicant is actually innocent, despite the petitioner's ability or inability to articulate a legally sound claim<sup>1</sup>;
- Whether material evidence relied upon to obtain the conviction is no longer deemed credible;
- Whether there is evidence the prosecution or conviction was tainted by racial discrimination, whether or not a court previously agreed with the applicant's assertion of racial discrimination;
- Whether the prosecution failed to disclose material evidence in the possession of any law enforcement agency that was favorable to the defense, whether exculpatory, impeaching, or mitigating;
- Whether the fact-finding process was so corrupted as to deny the applicant a fair adjudication of his or her guilt or innocence at trial;
- Whether a manifest injustice rendered the trial fundamentally unfair; and/or,
- Whether, had the office known at the time of trial what it now knows about the evidence, the office would not have chosen to prosecute the case.

The above list is intended to be illustrative; it is not exhaustive.

HABLIT's *de novo* weighing of these interests, prior to a decision to defend a conviction, will ensure greater confidence in this Office's convictions, promote transparency, and strengthen the public's confidence in our criminal justice system, which is capable of addressing errors when they are exposed.

HABLIT's approach to case review and case resolution shall be guided by this office's policy of avoiding unnecessary litigation and resolving cases at the earliest possible juncture, where it is in the interests of justice to do so. HABLIT shall consider what steps, if any, can and should be taken to remedy any injustice it uncovers, whether or not the error or errors are of a constitutional magnitude.

Where HABLIT determines, for example, that based on its review and investigation into claims raised in a petition, the outcome in the case does not comport with the office's current views and policies of what constitutes a fair and just conviction and sentence today, HABLIT shall take steps to find a remedial solution to bring the conviction and sentence into line with today's standards, including seeking dismissal of the case pursuant to P.C. 1385, moving for a reduction of sentence pursuant to P.C. 1170(d), advocating before the BPH for release on parole, supporting a petition for the restoration of rights, seeking expungement of the case, and/or supporting a request for clemency or pardon, where such remedies are in the interest of justice.

## **B. Screening and Litigation Prior to the Issuance of an Order to Show Cause**

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<sup>1</sup> See, Rule 3.8 Special Responsibilities of a Prosecutor (Rule Approved by the Supreme Court, Effective June 1, 2020)

Upon the filing of a petition, the reviewing court may either summarily dismiss the petition, ask our office for informal briefing, or issue an order to show cause (OSC). The issuance of an OSC is analogous to issuing the writ of habeas corpus, *i.e.*, requiring the body of the petitioner to be brought to court to initiate a cause of action as to whether the petitioner’s confinement is constitutional. The writ—an OSC—must issue if a petitioner’s allegations state a prima facie case on a claim that is not procedurally barred. *People v. Romero*, 8 Cal. 4th at 738; Pen. Code § 1476.

## 1. Informal Briefing

HABLIT’s involvement in the foregoing process is triggered when a reviewing court requests an informal response. The purpose of an informal response to assist the court in deciding whether to summarily deny a petition or issue an OSC. *See* Cal. Rules of Ct. R. 8.385(b).

If HABLIT is tasked with informal briefing, an independent review of the petitioner’s allegations must be done with the balancing between finality and individual rights discussed above as the paramount consideration. If a determination is made that the petitioner’s allegations—accepted as true and resolving inferences in favor of the petitioner as the law requires—set forth a prima facie claim for relief, HABLIT’s informal response to the court should be to advise it that an OSC is necessary. This does not mean that HABLIT is conceding the conviction should be overturned at this stage. It means that HABLIT acknowledges a case should be initiated, and that the court may exercise its “full power and authority” to hold a hearing, allow discovery, “and to do and perform all other acts and things necessary to a full and fair hearing and determination of the case.” Pen. Code. § 1484.

In the preparation of an informal response, HABLIT shall be cognizant of the expedited manner in which the California Legislature and Courts intend for habeas corpus petitions to be litigated. California Rules of Court 4.551; *Maas v. Superior Court* (2016) 1 Cal.5th 962, 981. The informal reply need only address the petition’s sufficiency as a pleading – that is, whether it states a prima facie claim for relief, and whether there are any applicable procedural bars. *People v. Romero* (1994) 8 Cal.4th 728, 737. The informal response shall not present evidence or otherwise address the merits of the claims presented, except to state whether or not a prima facie case has been made and an OSC should issue, or that, instead, the petition fails to state a prima facie case and/or is procedurally barred.

## 2. Procedural

## Bars

Procedural bars to post-conviction relief were erected for the express purpose of preventing abuse of the writ. When this office urges the court to dismiss a potentially meritorious claim on the basis of a procedural bar alone, it undermines confidence in our ability to fairly administer justice and, ultimately, in the People’s faith in our convictions and the integrity of our system.

Because HABLIT’s decision to argue that a procedural bar prevents a court from considering the merits of a petitioner’s claims, such decisions shall be based on whether the petition, in fact, constitutes an abuse of the writ. Procedural bars of otherwise meritorious claims should not be argued, ***absent compelling good cause that has been approved by a supervisor. In no circumstance shall HABLIT assert a procedural bar when there is a credible claim of factual innocence.***

While HABLIT’s post-conviction investigation into a petitioner’s claims will often be underway while informal briefing is being prepared, that ongoing investigation should not form

the basis of any requested extension of time in which to file the informal response.

### 3. Post-Conviction

### Investigation

The goal of a post-conviction investigation is to uncover the truth and determine whether a petitioner's claims have merit, not to defend a conviction that is unsound. These investigations shall not be undertaken as a means of "protecting" a conviction, nor shall they be adversarial in nature. Threatening a witness, recanting or otherwise, with prosecution for perjury, either directly or indirectly, is witness intimidation and prosecutorial misconduct under California law. *People v. Bryant* (1984) 157 Cal.App.3d 582.

The HABLIT Unit Head Deputy shall work with the training division and management to ensure deputies and investigators are trained in best practices for conducting post-conviction investigations and deputies shall consult with relevant experts when investigating potentially meritorious claims raised in a petition. HABLIT investigations often require looking into convictions that are decades old, where witnesses' memories have faded, and/or that involve reluctant or recanting witnesses, and therefore often require specialized knowledge and training on issues such as memory science, as eyewitness identifications, and police practices used at the time that are no longer considered best practices.

These investigations shall not be undertaken as a means of "protecting" a conviction, nor shall they be adversarial in nature. Thus, for example, investigators should not engage in tactics designed to dissuade a recanting witness by threatening to charge that witness with perjury; rather the paramount goal of a HABLIT investigation shall be to determine the reliability and truthfulness of the recantation. Using a high-pressure, coercive, or intimidating approach in these investigations wastes time and resources and sends a mixed message to office staff about the HABLIT's mission and undermines the office's credibility with the public.

HABLIT deputies and investigators shall also make all reasonable efforts to avoid *unintentional* witness intimidation. These efforts will include, but are not limited to, conducting interviews outside of a police station in a non-threatening or neutral location, if possible, and the concealing of the investigator's gun, if one is carried, except where specifically required to do so by law, or if approved by the elected District Attorney.

HABLIT deputies and investigators shall audio record and/or video record all witness interviews conducted in the course of post-conviction investigations. HABLIT shall provide copies of those recordings to the petitioner or petitioner's counsel, once an OSC has issued, and shall continue providing all discovery to which the petitioner has a right, as soon as it is discovered. All discovery provided by this office shall be documented by signed discovery receipts.

HABLIT deputies and investigators shall understand what confirmation bias is—also referred to as tunnel vision—and how to avoid it. Studies have shown that confirmation bias is pervasive in reinvestigations in wrongful conviction cases, where prosecutors tasked with checking their own work and the work of their colleagues fail to see error because they are looking to confirm that no mistakes were made in the original investigation and trial. When original police reports are viewed deferentially and/or treated as unassailable accounts of the truth of what transpired in the case, for example, confirmation bias is likely driving the investigation. Research shows that police reports are often incomplete and contain inaccuracies, due to the fast-pace at which criminal investigations unfold, following serious felony offenses, and therefore should be reviewed critically, not deferentially. HABLIT deputies and investigators shall test and probe

information in police reports, witness accounts, and other new evidence presented by an applicant, in a manner designed to uncover the truth, rather than protect the conviction.

#### **4. Facilitating Informal Discovery and Limited Factfinding**

Prior to the issuance of an OSC, the court's power to compel discovery is limited. However, Penal Code § 1054.9 and ongoing *Brady* requirements obligate our office to provide discovery where conditions are met. HABLIT should interpret these bases in good faith and in accordance with this office's policies governing discovery.

Recognizing that certain categories of otherwise privileged information and work product prepared by this office may contain exculpatory or impeachment information relevant to a petitioner's claims, and the benefit to the truth-seeking process of having both parties review this material, HABLIT shall err on the side of disclosing the complete LACDA trial file to the petitioner's counsel for independent review, subject only to reasonable and necessary disclosure agreements. Any redactions shall be limited to those deemed strictly necessary to protect victim or witness privacy.

Moreover, absent clearly abusive or frivolous attempts to obtain information, HABLIT shall facilitate a petitioner's ability (or petitioner's counsel's ability) to speak with law enforcement agents and prosecution experts to obtain information and/or materials the petitioner needs to further support the claims raised in the petition, where such communications can be facilitated.

In the event the petitioner's case file(s) have been lost in whole or part, HABLIT shall immediately inform the petitioner, or their counsel, that the file(s) is lost or incomplete. HABLIT shall work with the Post-conviction Discovery Unit to reconstruct the case file by complete files from law enforcement agencies responsible for investigating the case, including:

- The LACDA's internal files;
- The LAPD, LASD, LAFD, and/or any other law enforcement agency or emergency services provider involved in the case;
- Crime labs;
- The coroner's office, in homicide cases;
- The original trial deputy's personal file;
- The superior court file;
- The courthouse exhibit room;
- The court of appeal; and
- Any other source reasonably likely to have relevant materials, records, and/or evidence, such as medical records, where appropriate releases are provided, 911 dispatch call recordings, etc.
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#### **5. Red**

#### **Flags**

Documented wrongful conviction cases show that convictions obtained by the presentation of certain types of evidence are at a higher risk of producing an unreliable or unconstitutional outcome. HABLIT shall pay special attention to claims involving any of the following high-risk

factors, most of which are considered to be the most common causes of wrongful convictions:

- the petitioner was convicted based, in whole or in part, on eyewitness identification evidence or testimony, particularly where it was a stranger identification or cross-racial identification, or both<sup>2</sup>;
- the petitioner was convicted based, in whole or in part, on a confession and there are allegations that this confession was false or coerced<sup>3</sup>;
- the petitioner was convicted based, in whole or in part, on testimony that has since been recanted as false or coerced;
- the petitioner's conviction is alleged to have been borne from official misconduct, including witness tampering, misconduct in interrogations, fabricated evidence and confessions, the concealment of exculpatory evidence, and misconduct at trial<sup>4</sup>;
- law enforcement personnel involved in the investigation or arrest of the petitioner were subsequently discharged or relieved of their duties for misconduct;
- the petitioner was convicted based on forensic evidence grounded in methodologies that have since been largely or wholly discredited as unreliable, including but not limited to bloodstain pattern analysis, comparative bullet lead analysis, forensic odontology (bitemarks), hair microscopy for the purpose of determining whether known/unknown hairs share a common source, Shaken Baby Syndrome (SBS). HABLIT shall review the forensic methods used to analyze the evidence and ensure that forensic evidence used to obtain a conviction has standardized scientific principles and/or otherwise remains foundationally valid and valid as applied<sup>5</sup>;

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<sup>2</sup> HABLIT shall verify that eyewitness identifications supporting a conviction comport with standards and research accepted by the scientific community and do not run afoul of the best practice and recommendations in the 2019 Third Circuit Eyewitness Identification Report. The CIU shall assess the reliability of eyewitness identification evidence in light of the non-exhaustive lists of system and estimator variables set forth in *State v. Henderson* (N.J. 2011) 27 A.3d 872, and continually examine and apply emerging research related to eyewitness identifications, including but not limited to the American Psychological Association white papers Policy and Procedure Recommendations for the Collection and Preservation of Eyewitness Identification Evidence (2020) and Eyewitness Identification Procedures: Recommendations for Lineups and Photospreads (1998).

<sup>3</sup> HABLIT shall consult the 2010 American Psychological Association white paper on police interrogation and confessions, and any emerging literature or research regarding false confession and recanting witnesses, to inform its review of convictions supported by testimony that has since been recanted.

<sup>4</sup> HABLIT shall consult the National Registry of Exonerations report *Government Misconduct and Convicting the Innocent: The Role of Prosecutors, Police and Other Law Enforcement* (2020), and any emerging literature or research regarding official misconduct, to inform its review of convictions alleged to have resulted in whole or in part from official misconduct.

<sup>5</sup> The use of unreliable and misleading forensic evidence, which we know is a common cause of wrongful convictions imperils the integrity of the criminal legal system. The CIU shall critically and continually examine emerging scientific literature, which may also call into question older forensic methods, and train staff about these changes, so that case review criteria can be updated as needed. The CIU shall ensure that forensic evidence supporting a conviction complies with the findings, recommendations, and best practices set forth in specific reviews of the relevant sciences, including but not limited to:

- the petitioner was convicted based on forensic evidence that the LACDA has generally accepted as reliable, but the particular conclusions or opinions presented to the jury in support of the prosecution’s case exceeded the bounds of what is now recognized to be valid science – for example, through testimony purporting to “identify” a petitioner as the unique source of an item of biological evidence through a method other than DNA analysis, or through expert testimony implying or stating a statistical basis for the likelihood of a particular conclusion that is not verifiable or otherwise valid;
- the conviction was based on evidence, the reliability of which has since been called into question, and was corroborated only with jailhouse informant testimony or testimony by an informant that has been used by law enforcement or this office on more than one occasion;
- a gang allegation was found true by a jury where the only evidence of gang membership was presented by a gang expert, and that evidence would now be deemed inadmissible hearsay under *People v. Sanchez* (2016) 63 Cal. 4th 665, and the evidence of gang membership served as the only evidence of motive used to obtain the conviction;
- evidence based on analysis by crime labs that were not accredited when the analysis was conducted, and/or have been implicated in scandals related to their handling and testing of evidence;
- evidence supporting the conviction was corroborated by one or more of the above types of unreliable evidence;
- defense counsel was disbarred or otherwise disciplined after the challenged conviction was obtained, or was found by a court to have provided ineffective assistance of counsel in one or more other cases.

## 6. Forensic

## Evidence

Where a petitioner challenges the reliability of forensic evidence the prosecution presented at trial to obtain the conviction, HABLIT shall examine the reliability of the forensic testing obtained at the time of trial. Where the reliability of that evidence is in question, HABLIT shall consult with experts and determine whether re-testing the evidence in question would be probative, in that it may tend to help identify the identity of the perpetrator of the crime, or may otherwise exculpate the petitioner. HABLIT shall request that forensic test results be expressed in reports

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- American Association for the Advancement of Science (AAAS) reports on Fire Investigation (2017) and Latent Fingerprint Examinations (2017)
  - American Statistical Association (ASA) Position on Statistical Statements for Forensic Evidence (2019)
  - National Academy of Sciences (NAS) report *Strengthening Forensic Science in the United States: A Path Forward* (2009)
  - National Institute of Standards and Technology (NIST) report on Latent Print Examination and Human Factors (2012), Working Group on Human Factors in Handwriting Examination (2020), and Scientific Foundation Studies on DNA mixture interpretation, bitemark analysis, firearms examination, and digital evidence (forthcoming)
  - President’s Council of Advisors on Science and Technology (PCAST) report *Forensic Science in Criminal Courts: Ensuring Scientific Validity of Feature-Comparison Methods* (2016).

and testimony using clear and comprehensible language, to inform the HABLITS's decision making.

Where a petitioner seeks DNA testing of evidence as part of new evidence sought in support of a claim raised in a petition and has facially satisfied the requirements of P.C. 1405, HABLIT shall not raise procedural challenges or defenses to oppose, nor shall it oppose, requests DNA testing, where the testing may lead to evidence identifying the perpetrator of a crime. Where a petitioner requests DNA testing and needs assistance in ascertaining the status of the evidence to be tested, HABLIT shall assist the petitioner in ascertaining the status of physical evidence by facilitating contacts between petitioners seeking DNA testing, or their attorneys, and the crime lab, the coroner's office, law enforcement, or other entities, who can assist in searching the locations where the evidence may be stored in an effort to locate the evidence in question.

HABLIT shall carefully scrutinize cases in which experts or others opined or testified using terms like "reasonable degree of scientific certainty," which have no accepted scientific meaning, yet convey an unsupported measure of reliability or conclusiveness to the factfinder. HABLIT shall request that all information concerning the limitations of forensic techniques should be disclosed alongside the results of any analyses. All forensic methods have limitations, and none are error free. Where error rates for a method are not known or have not been adequately measured, reports shall state that fact. HABLIT shall carefully scrutinize any conviction based in whole or in part upon testimony that states or implies a "zero error rate" or which purports to provide an error rate that has not been independently validated. HABLIT shall similarly make those limitations clear in communications with the applicant and/or their counsel and the court. HABLIT shall also request that all methods of forensic analyses be documented in the first instance to permit HABLIT's review and disclosure of all steps followed and the methodology used to arrive at the conclusions reached.

HABLIT shall ensure that the petitioner and/or their counsel receive certificates or reports of forensic analyses, as well as complete documentation of the methods used and the results reached. HABLIT shall disclose to the petitioner or petitioner's counsel all inconclusive and exculpatory forensic results. If a petitioner alleges that evidence was improperly analyzed and/or mishandled by the crime lab or coroner's office, or other governmental entity, HABLIT shall seek and provide the petitioner with any information discovered concerning "corrective actions" taken in a laboratory relating to problematic methods and personnel, and proficiency testing of individual analysts, if any, where relevant.

Once HABLIT learns that a petitioner is seeking to test forensic evidence, HABLIT shall make a request to preserve any forensic evidence in the case.

**7. Cumulative Error Claims**

Where a petitioner alleges a claim of cumulative error, the allegation is that there are at least two separately cognizable trial errors which, while viewed independently may be harmless error, but when the prejudice from the two or more errors is viewed cumulatively it rises to the level of prejudicial error. *People v. Hill* (1998) 17 Cal.4th 800, 844.

HABLIT shall be cognizant that errors can be and are made, both during the investigation and prosecution of felony cases. HABLIT shall, where a cumulative error claim is raised, affirmatively and fairly assess the combined prejudice to a petitioner, where the petition states a

prima case for relief as to one or more claims in the petition. HABLIT shall consider, in assessing whether the petitioner was denied the right to a fair trial, whether the court, during the direct appeal or a prior habeas proceeding, ruled that another error, or other trial errors, did occur (in addition to the errors alleged in the petition), but denied relief as to the earlier-identified error(s) on the ground that they were harmless. Any prejudice flowing from the error or errors earlier ruled to be harmless, must be considered along with the prejudice arising from the additional error identified in the petition, in determining whether the errors, combined, can together sustain a cumulative error claim. *In re Reno* (2012) 55 Cal.4th 428, 483. As with other claims, if a petitioner's cumulative error claim sets forth a prima facie claim for relief, HABLIT shall so advise the court in its informal response and indicate that an OSC as to the cumulative error should issue.

**8. C.C.P. §170.6 Challenges**

The superior court generally assigns habeas corpus petitions to the same department that presided over the trial and/or sentencing proceedings. On occasion, the matter will be reassigned to another judge, such as when a judge retires or where there may be a conflict of interest.

Conflicts are not infrequent because the vast majority of criminal court judges are former prosecutors, and petitions often allege government or prosecutorial misconduct that implicates former LACDA colleagues of the judge assigned to hear the post-conviction case.

When such reassignments occur, HABLIT shall not challenge, pursuant to Civil Procedure §170.6, any judge who is not a former prosecutor unless there is a non-pretextual and articulable justification for the filing of a §170.6 challenge, approved by a supervisor. When HABLIT files a C.C.P. §170.6 challenge to an assigned judge who is not a former prosecutor, it creates the appearance that this office believes it will receive more favorable treatment from a judge who was a former prosecutor than one who was not. While the law does not require that any specific reason be articulated in the public filing, HABLIT shall avoid even the appearance of judge-shopping and shall not file §170.6 challenges for that purpose.

**C. Post-OSC Litigation**

When the court issues an OSC, formal briefing begins. During this formal briefing and up to and including an evidentiary hearing, HABLIT's role shall not be merely adversarial to the petitioner but—again—one of seeking justice and balancing the interest of finality with potentially meritorious claims indicating a wrongful conviction.

**1. Post-OSC Discovery**

Once the court issues an OSC, the petitioner is entitled to discovery and has subpoena power to seek materials from sources outside this office. To the extent HABLIT did not already provide discovery to the petitioner informally as set forth in B.4., *infra*, once the OSC issues, HABLIT shall do so and shall continue providing the petitioner with additional new materials that are discovered, as they become available. As noted above, HABLIT deputies and investigators shall audio record or video record all witness interviews conducted in the course of post-conviction investigations and shall provide copies of those recordings to the petitioner. All discovery shall be documented through the use of signed discovery receipts.

## **2. The**

## **Return**

Upon issuance of the OSC, HABLIT shall file a timely Return that admits or denies the material factual allegations in the petition. Denials shall be supported by citations to evidence; general denials may be deemed “admissions,” and shall be avoided. The Return is the People’s opportunity provide the court with the factual bases for any denial, and allege new facts in support of petitioner’s conviction. HABLIT shall provide, in the Return, an articulable reason or justification for any allegation being denied, supported by a factual basis and evidence. HABLIT shall admit factual allegations where there is no basis for denying them. The purpose of the admission and denial of facts in the Return is to assist the court in determining whether the merits of the petition can be reached, without the need for an evidentiary hearing, and to limit the scope of any required evidentiary hearing only to those facts actually in dispute.

## **3. Communications with Petitioner’s Trial Counsel**

This Office respects the sanctity of the attorney-client privilege between a defendant and defense counsel. A petitioner who alleges Ineffective Assistance of Counsel may have impliedly waived some portion of the attorney-client privilege as to communications with petitioner’s trial counsel. This waiver is not absolute, however, and is extremely limited.

HABLIT shall err on the side of caution and notify a petitioner before seeking to contact defense counsel and provide petitioner with a chance to object or modify a claim to avoid an inadvertent or implied waiver of the attorney-client privilege. HABLIT will not seek disclosure of anything beyond that which is strictly necessary and legally allowable under California and Federal law, including information that exceeds the limited scope of a pending ineffective-assistance-of-counsel claim.

HABLIT shall not encourage any attorney to violate their ethical duties of confidentiality and loyalty to former clients, as articulated in the California Rules of Professional Conduct; rather, HABLIT attorneys or investigators speaking to defense counsel must remind defense counsel of the attorney-client privilege prior to the start of a substantive interview.

## **D. Case**

## **Resolution**

Where the court, or HABLIT, determines that a petitioner’s conviction and sentence must be vacated for any reason, HABLIT shall ascertain (i) if determined by the court, whether the court’s decision should be appealed; (ii) whether there still exists constitutionally permissible evidence sufficient to prove that person’s guilt beyond a reasonable doubt; and/or (iii) whether there are identifiable avenues for obtaining constitutionally permissible evidence sufficient to prove that person’s guilt beyond a reasonable doubt.

If there are grounds for appealing a court’s ruling, and it is in the interests of justice to do so, HABLIT shall ensure that a notice of appeal is timely filed. If a decision is made to appeal the grant of a habeas corpus petition, a memorandum shall be submitted to a supervisor for approval, justifying the decision to appeal before a notice of appeal is filed. If an appeal is taken, there shall be a strong presumption that a petitioner who has secured a grant of habeas relief in the superior court should be released OR, or granted bail, pending that appeal.

If, in HABLIT’s assessment, there exists constitutionally permissible evidence sufficient to prove that person’s guilt beyond a reasonable doubt and/or there are identifiable avenues for

obtaining constitutionally permissible evidence sufficient to prove that person's guilt beyond a reasonable doubt, and it is in the interests of justice to do so, HABLIT shall articulate what the remaining evidence is and, if approved by the District Attorney, shall announce that the LACDA intends to retry the petitioner.

If there are no grounds for appealing the court's ruling, and where there no longer exists constitutionally permissible evidence sufficient to prove that person's guilt beyond a reasonable doubt and there are no identifiable avenues for obtaining constitutionally permissible evidence sufficient to prove that person's guilt beyond a reasonable doubt, HABLIT shall announce that the LACDA does not intend to appeal, nor does it intend to retry, the petitioner.

### **1. Re-Sentencing**

### **Cases**

Where HABLIT determines that the fair and just resolution in a case involves, among other relief, seeking a reduction in the petitioner's sentence pursuant to P.C. 1170(d), and the decision is approved by the District Attorney, HABLIT shall inform the petitioner or petitioner's counsel of the decision at the earliest possible opportunity. With the petitioner's agreement, HABLIT shall coordinate with deputies tasked with resentencing so that a motion for resentencing can be filed by the LACDA at the earliest opportunity.

HABLIT's decision to seek a sentence reduction shall not be dependent upon the petitioner's agreement to withdraw any claims made in a pending petition. For example, a petitioner who maintains that they are actually innocent of the crimes of conviction shall not be forced to choose between dropping the claim of innocence and receiving the support of the LACDA for a P.C. 1170(d) reduction in sentence.

### **2. Reentry Assistance & Compensation Assistance**

HABLIT shall not delay the release of any person whose entitlement to post-conviction relief and release from custody has been established, for any reason; it is the duty of the HABLIT to immediately arrange for conditional release of those individuals pending the formalization of the conviction being vacated, including facilitating the release process by coordinating with the CDCR, providing the CDCR with court orders and any other documentation required to secure the petitioner's release from custody.

Where HABLIT determines that a conviction should be overturned and a case dismissed based on actual innocence, HABLIT shall assist the petitioner in securing necessary support and documentation, such as a finding of actual innocence, that facilitate successful reentry into the community and will support the enactment of systems of compensation for those wrongfully convicted.

### **3. Findings of Factual Innocence**

This office recognizes that monetary compensation is essential to a wrongfully convicted person's ability to rebuild their life. Under California law, wrongfully convicted persons who are innocent of the crimes for which they were convicted may file a claim for compensation with the California Victim Compensation and Government Claims Board (CVCGC Board), under California Penal Code section 4900.

Under current law, the CVCGC Board determines whether to approve a claim by either: (i) holding a hearing at which the claimant presents evidence supporting their claim of innocence, and reaching a determination as to whether the claimant has met the standard; or, (ii) receiving a “finding of factual innocence” made by the superior court, which is binding on the CVCGC Board.

Under current law, a wrongfully convicted person must demonstrate that they are innocent by a preponderance of the evidence. The burden is on the wrongfully convicted person to prove their innocence. Because that standard is antithetical to the bedrock principle of our criminal justice system—which presumes a person is innocent until they are proven guilty beyond a reasonable doubt<sup>6</sup>—absent extenuating circumstances and supervisor approval, it shall be the policy of this office to move jointly for and/or concede in the superior court that “a finding of factual innocence” should be made, where the conviction has been overturned, the charges have been dismissed, the LACDA does not intend to appeal the court’s ruling overturning the conviction, and there no longer exists constitutionally permissible evidence sufficient to prove that person’s guilt beyond a reasonable doubt.

In such cases, the LACDA shall proactively assist the petitioner in seeking the statutory compensation to which they are entitled, including filing in the superior court, jointly with the petitioner, if requested, a motion “for a finding of factual innocence by a preponderance of the evidence that the crime with which he or she was charged was either not committed at all or, if committed, was not committed by him or her.” Cal. Pen. Code 1485.55 (b). Because the court’s “finding of factual innocence,” is binding on the CVCGC Board, this office’s joint request for that finding will expedite and facilitate the compensation process. HABLIT shall also assist the petitioner, in the above-described circumstance, by supporting their claim before the CVCGC Board, when filed, if requested.

#### **4. Victim Outreach & Advocacy**

HABLIT shall comply with all statutes and rules governing victims’ rights and may engage a victim representative at any stage in the investigation when doing so may be in the best service of the investigation and/or the victim. HABLIT will be respectful of victims and institute a culture of keeping victims abreast of investigation outcomes, when the outcome affects or changes the nature of the conviction and/or sentence. Upon the District Attorney’s decision to seek relief in a case, HABLIT shall engage a victim representative to liaise with the victim or victims.

#### **5. “Learning Organization”**

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<sup>6</sup> “Absent conviction of a crime, one is presumed innocent.” *Nelson v. Colorado*. (2017) 137 U.S. 1249, 1255 (explaining that once a criminal conviction is erased, the presumption of innocence is restored and holding that the state “may not presume a person, adjudged guilty of no crime, nonetheless guilty enough for monetary exactions”), citing *Johnson v. Mississippi* (1988) 486 U. S. 578, 585 (1988) (holding that after a “conviction has been reversed, unless and until [the defendant] should be retried, he must be presumed innocent of that charge”); *Coffin v. United States* (1895) 156 U. S. 432, 453 [“axiomatic and elementary,” the presumption of innocence “lies at the foundation of our criminal law.”]

The outcomes of HABLIT investigations are intended to provide a critical opportunity to identify systemic gaps that go beyond just one individual's error and can reinforce the idea that the District Attorney's office is a "learning organization." HABLIT will have a clear avenue for recommending policy and procedural changes, as well as enhanced training, to address any deficiencies that are uncovered.

***The policies of this Special Directive supersede any contradictory language of the Legal Policies Manual.***

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SPECIAL DIRECTIVE 20-11

TO: ALL DEPUTY DISTRICT ATTORNEYS

FROM: GEORGE GASCÓN   
District Attorney

SUBJECT: DEATH PENALTY POLICY

DATE: DECEMBER 7, 2020

This Special Directive addresses issues of Special Circumstances Cases in Chapter 7 of the Legal Policies Manual. Effective **December 8, 2020**, the policies outlined below supersede the relevant sections of Chapter 7 of the Legal Policies Manual.

A sentence of death is never an appropriate resolution in any case. The office will strive to ensure that all actions taken are consistent with this policy, including refraining from filing letters stating an intention to seek the death penalty, filing briefs, seeking discovery, or making arguments in court that indicate that the death penalty is an appropriate sentence.

**INTRODUCTION**

Racism and the death penalty are inextricably intertwined.<sup>1</sup> Numerous studies have found that race influences who is sentenced to die in this country and in California; this includes both the race of the defendant and the race of the victims.<sup>2</sup>

Los Angeles County has historically been one of the nation's most prolific death penalty counties,<sup>3</sup> and it exemplifies how racism infects death penalty proceedings. There are currently 215 people on California's death row who were sentenced to death as a result of capital prosecutions in Los Angeles County.<sup>4</sup> An astonishing 85% of those people are people of color.<sup>5</sup> This makes Los

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<sup>1</sup> Stephen B. Bright, *Discrimination, Death and Denial: The Tolerance of Racial Discrimination in Infliction of the Death Penalty* (1995) 35 Santa Clara L. Rev. 433, 439; see also Equal Just. Initiative, *Lynching in America: Confronting the Legacy of Racial Terror* 5 (3d ed. 2017), <<https://lynchinginamerica.eji.org/report/>>.

<sup>2</sup> Alexis Hoag, *Valuing Black Lives: A Case for Ending the Death Penalty* (2020) 51 Colum. Hum. Rts. L. Rev. 983 [collecting and describing studies].

<sup>3</sup> Death Penalty Info. Ctr., *Outlier Counties: Los Angeles County Has Nation's Largest – and Still Expanding – Death Row* (Nov. 21, 2016), <<https://deathpenaltyinfo.org/news/outlier-counties-los-angeles-county-has-nations-largest-and-still-expanding-death-row>>.

<sup>4</sup> Brief of Amicus Curiae The Honorable Gavin Newsom in Support of Defendant And Appellant McDaniel, *People v. McDaniel* (S171393, app. pending), Attachment A, at p. 79, <<https://www.gov.ca.gov/wp-content/uploads/2020/10/10.26.20-Governor-Newsom-McDaniel-Amicus-Brief.pdf>>.

<sup>5</sup> *Ibid.*

Angeles County an outlier even within the state's flawed system; the rest of California's death row is populated by 59% people of color.<sup>6</sup>

In light of its unequal application to people of color, the death penalty inflicts an extraordinary amount of harm to the moral authority of our justice system. In addition, the death penalty serves no penological purpose as state sanctioned killings do not deter crime,<sup>7</sup> and any retributive value of the death penalty is undermined by California's dysfunctional death penalty system. California has executed 13 people since 1978, while over 11 times that number of people have died of other causes awaiting execution.<sup>8</sup>

The death penalty is also costly and makes no fiscal sense from the prospective of public safety. The strains upon the state's and the county's financial health are extraordinary. Los Angeles can no longer waste huge taxpayer resources to pursue the death penalty when so many needs are unmet. California has spent more than \$5 billion since 1978 prosecuting death penalty cases, defending death judgments, and maintaining a death row that houses approximately 712 people.<sup>9</sup> These funds are better spent on programs that improve the quality of life and safety of the Los Angeles County community. A majority of Los Angeles County residents agree.<sup>10</sup>

Finally, by imposing the death penalty, there is a real risk of executing innocent people. According to a peer-reviewed study published in the National Academy of Sciences, one in 25 people sentenced to death in the United States from 1973 to 2004 was erroneously convicted.<sup>11</sup> This "conservative estimate"<sup>12</sup> would mean that at least 9 people currently on death row who were convicted in Los Angeles County are innocent. Maintaining a system of capital punishment when

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<sup>6</sup> *Ibid.*

<sup>7</sup> Michael L. Radelet & Traci L. Lacock, *Do Executions Lower Homicide Rates: The Views of Leading Criminologists*, (2009) 99 *Journal of Criminal Law and Criminology* 489, 501 ["88.2% of the polled criminologists do not believe that the death penalty is a deterrent"]; National Research Council of the National Academies, *Deterrence and the Death Penalty*, 70-71 (Daniel S. Nagin & John V. Peppers eds., 2012) [finding deterrent effect as justification for capital punishment is "patently not credible" based on meta-analysis of studies conducted].

<sup>8</sup> Cal. Dept. of Corr. & Rehab, *Condemned Inmates Who Have Died Since 1978*, <<https://www.cdcr.ca.gov/capital-punishment/condemned-inmates-who-have-died-since-1978/>>.

<sup>9</sup> Judge Arthur L. Alarcón and Paula M. Mitchell, *Costs of Capital Punishment in California: Will Voters Choose Reform this November?* (2012) 46 *Loy. L.A. L. Rev.* S1 [concluding that California had spent over \$4 billion on the death penalty from 1978-2011 and estimating that the state's death penalty system costs approximately \$184.2 million annually]; Cal. Dep't of Corr. & Rehab., *Condemned Inmate List (Secure)* (Nov. 16, 2020), <https://www.cdcr.ca.gov/capital-punishment/condemned-inmate-list-secure-request/> (listing 712 people on death row).

<sup>10</sup> Rachel Lawler, Public Policy Institute of California, *Is Momentum Growing to End California's Death Penalty?*, (Apr. 9 2019), <https://www.ppic.org/blog/is-momentum-growing-to-end-californias-death-penalty/> [polling data that 62% of Los Angeles County voters prefer life in prison over the death penalty]; California Secretary of State, November 8, 2016 General Election – Statement of Vote, State Ballot Measures p. 71, <<https://elections.cdn.sos.ca.gov/sov/2016-general/sov/65-ballot-measures-formatted.pdf>> [52.3% of Los Angeles County voters voted in favor of Proposition 62 in 2016]; California Secretary of State, November 6, 2012 General Election – Statement of Vote, State Ballot Measures p. 67, <<https://elections.cdn.sos.ca.gov/sov/2012-general/15-ballot-measures.pdf>> [54.5% of Los Angeles voters voted in favor of Proposition 34 in 2012].

<sup>11</sup> Samuel R. Gross, Barbara O'Brien, Chen Hu, & Edward H. Kennedy, *Rate of false conviction of criminal defendants who are sentenced to death*, 111 *Proceedings of the National Academy of Sciences of the United States of America* 7230-7235 (2014), <<https://www.pnas.org/content/pnas/111/20/7230.full.pdf>>.

<sup>12</sup> *Id.* at p. 7234.

there is a significant risk that an innocent person will be executed is intolerable. (See policy memo on Conviction Integrity for additional steps that will be taken related to innocence issues.)

The immediate steps detailed below recognize that it is essential to communicate with victims' family members and other stakeholders in order to conduct a thorough review of every case in which this office previously made a decision to seek the death penalty and those cases in which this office previously obtained death judgments. Victims' family members deserve the utmost care and consideration, and it is critical for this office to provide information and services to them and to ensure that their voices are heard. (See policy memo on Victims' Services for additional steps that will be taken related to the needs of victims.)

### **THE USE OF THE DEATH PENALTY AT TRIAL**

In any case charged from this day forward, the District Attorney's Office will not seek the death penalty. In any case currently charged with special circumstances that does not fall into the categories listed below, the case shall now proceed as a non-death penalty case. The Special Circumstance Committee is hereby permanently disbanded.

The following specific policies apply to all filed cases where a letter of intent to seek the death penalty has been filed or verbally noticed in court, or a jury has returned a verdict of death.

1. All Deputy District Attorneys are to request a continuance of at least 30 days to enable the District Attorney or his designee, to review the case. If a deadline cannot be continued, the Deputy District Attorney shall immediately notify the District Attorney or his designee. No new briefs or documents will be filed in these cases without direct approval from the District Attorney or his designee.
2. Further instructions will be provided on a case-by-case basis.

### **CASES WITH A JUDGEMENT OF DEATH ARISING OUT OF LOS ANGELES COUNTY**

The District Attorney's Office will not seek an execution date for any person sentenced to death.

The District Attorney's Office will not defend existing death sentences and will engage in a thorough review of every existing death penalty judgment from Los Angeles County with the goal of removing the sentence of death. The Office will continue to defend validly obtained convictions in all cases where the evidence supports the conviction beyond a reasonable doubt, consistent with the policies established for conviction integrity review.

Consistent with this policy, in any post-conviction case in which the District Attorney is counsel for the People of the State of California in record correction proceedings or counsel or co-counsel for the Secretary of the Department of Corrections and Rehabilitation in post-conviction proceedings, the following specific policies apply:

1. All Deputy District Attorneys are to request a continuance of at least 30 days to enable the District Attorney or his designee to review the case. If a deadline cannot be continued, the Deputy District Attorney shall immediately notify the District Attorney. No new briefs or documents will be filed, nor any evidentiary hearing dates set, in any case without direct approval of the District Attorney or his designee.
2. For cases arising from death judgments in Los Angeles County in which the District Attorney is not currently counsel or co-counsel for any party to the litigation, the office will consult with the Attorney General and seek his assistance with implementing the goals of this Office. This Office authorizes and encourages the Attorney General to adopt positions and negotiate resolutions in state and federal post-conviction proceedings consistent with this policy in any capital case arising out of Los Angeles County.

***The policies of this Special Directive supersede any contradictory language of the Legal Policies Manual.***

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SPECIAL DIRECTIVE 20-12

TO: ALL DEPUTY DISTRICT ATTORNEYS

FROM: GEORGE GASCÓN   
District Attorney

SUBJECT: VICTIM SERVICES

DATE: DECEMBER 7, 2020

This Special Directive addresses issues of Bureau of Victim Services in Chapter 1.05.02 and Victim-Witness Relations in Chapter 8 of the Legal Policies Manual. Effective **December 8, 2020**, the policies outlined below supersede the relevant sections of Chapter 1.05.02 and Chapter 8 of the Legal Policies Manual.

**INTRODUCTION**

Supporting victims in their journey to becoming survivors is fundamental to community safety. When a person has been harmed, wronged, or experienced loss at the hands of another, they need justice and healing. The criminal justice system must ensure that they have the rights and resources necessary to defend themselves, as well as services to facilitate their re-entry to the community. Attention and resources must be directed to the victims whose lives may be forever changed by the act of another, as crime victimization takes away a person's power and safety and many endure the effects of trauma long after the justice system has completed its role. It is a sad reality that the vast majority of victims do not find justice in the system, as many offenders are not known, arrested, charged, or convicted. It is important for us to have a system that takes care of victims and survivors *regardless of the outcome of the criminal case*.

The Los Angeles County District Attorney's Office will pursue a system of parallel justice, where we not only seek legal prosecution of offenders, but also provide support services for victims in their evolution to becoming survivors. Below are the policies that shall be implemented immediately in connection with other services currently provided by the Bureau of Victim Services.

**POLICY**

1. The Bureau of Victim Services (BVS) will contact all victims of violent crime within 24 hours of receiving notification. This includes sexual assault, homicide, attempted homicide, domestic and intimate partner violence. Support will be provided to both victims/survivors as well as any children witnessed or were indirectly affected by violence and crime.

2. BVS will also contact the families of individuals killed by police and provide support services including funeral, burial and mental health services immediately following the death regardless of the state of the investigation or charging decision.
3. BVS will support survivors and all others harmed by violence and crime regardless of immigration status, reporting, cooperation or documentation.
  - a. Immigration status will not be asked or needed to secure Advocacy services, California Victims of Crime Compensation or Restitution.
4. BVS will establish a Victim Emergency Fund to provide immediate financial resources to victims and family members impacted by violent crime. to
  - a. This fund will help to compensate for expenses not covered by the California Victims of Crime Compensation (Cal VCB) including relocation, funeral and burial costs, and essential needs such as food, shelter, clothing expenses.

Additionally, BVS shall not require cooperation as a condition of offering services.

Furthermore, DDAs are directed to immediately stop seeking body attachments for victims.

***The policies of this Special Directive supersede any contradictory language of the Legal Policies Manual.***

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SPECIAL DIRECTIVE 20-13

TO: ALL DEPUTY DISTRICT ATTORNEYS

FROM: GEORGE GASCÓN   
District Attorney

SUBJECT: CONVICTION INTEGRITY UNIT

DATE: DECEMBER 7, 2020

This Special Directive addresses issues of Bureau of Prosecution Support Operations, Conviction Integrity Unit (formerly known as the Conviction Review Unit) in Chapter 1.07.03 of the Legal Policies Manual. Effective **December 8, 2020**, the policies outlined below supersede the relevant sections of Chapter 1.07.03 of the Legal Policies Manual.

**INTRODUCTION**

The CIU shall conduct strategically collaborative, good-faith case reviews designed to ensure the integrity of challenged convictions, remedy wrongful convictions, and take any remedial measures necessary to correct injustices uncovered, within the bounds of the law. The CIU will also study and collect data on the causes of wrongful convictions in L.A. County, in service of informing office wide policies and procedures designed to prevent such injustices going forward and strengthen community confidence in the criminal legal system overall. The CIU is committed to seeking the truth and ensuring transparency in the review process and shall openly and regularly report its case review numbers to the public. To fulfill its mission, the CIU will operate independently from litigation units in the office and approach its review and investigation in a non-adversarial manner to ensure that justice prevails in each and every case.

**GUIDING PRINCIPLES**

“The primary duty of the prosecutor is to seek justice within the bounds of the law, not merely to convict. The prosecutor serves the public interest and should act with integrity and balanced judgment to increase public safety both by pursuing appropriate criminal charges of appropriate severity, and by exercising discretion to not pursue criminal charges in appropriate circumstances. The prosecutor should seek to protect the innocent and convict the guilty, consider the interests of victims and witnesses, and respect the constitutional and legal rights of all persons, including suspects and defendants.”

-American Bar Association, Criminal Justice Standards for the Prosecution Function, Standard 3-1.2(b)

“When a prosecutor knows of new, credible and material evidence creating a reasonable likelihood that a convicted defendant did not commit an offense of which the defendant was convicted, the prosecutor shall: (1) promptly disclose that evidence to an appropriate court or authority, and (2) if the conviction was obtained in the prosecutor’s jurisdiction, (i) promptly disclose that evidence to the defendant unless a court authorizes delay, and (ii) undertake further investigation, or make reasonable efforts to cause an investigation, to determine whether the defendant was convicted of an offense that the defendant did not commit...When a prosecutor knows of clear and convincing evidence establishing that a defendant in the prosecutor’s jurisdiction was convicted of an offense that the defendant did not commit, the prosecutor shall seek to remedy the conviction.”

-American Bar Association, Model Rules of Professional Conduct, Standard 3.8(g)-(h); California Rules of Professional Conduct (F)-(G)

### **POLICIES GOVERNING CIU CASE REVIEW**

In view of the growing body of evidence demonstrating that wrongful convictions occur with greater frequency than is acceptable in our criminal legal system, as well as the legislature’s recent revisions to the Penal Code that expand the legal avenues available for review of new evidence supporting claims of wrongful conviction, and based on a review of best practices employed in CIUs in other jurisdictions, the policies governing this office’s CIU shall be as follows:

The CIU shall be an independent unit that reports directly to the District Attorney or his designee. It shall be staffed with specially trained deputies, investigators, paralegals and other staff who are committed to its mission.<sup>1</sup> The CIU shall be comprised of members with diverse backgrounds and experiences.

The CIU has a broad mandate to review a wide range of issues relating to wrongful convictions but shall prioritize claims of actual innocence brought by individuals who are currently in custody. The CIU shall not reject any case because a conviction is based on a guilty plea, an appeal is pending, the case is in active litigation, or where the applicant has completed his or her sentence. The CIU shall be authorized to fast-track cases submitted by applicants who are represented by counsel, including innocence organizations, where those cases have undergone substantial, reliable investigation and where new evidence supporting the wrongful conviction claim is presented.

### **CASE REVIEW CRITERIA**

The CIU shall accept for review cases in which:

- (1) the applicant was prosecuted by the Los Angeles County District Attorney’s Office; and,

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<sup>1</sup> The CIU shall work with defense organizations and members of the post-conviction legal community, including innocence organizations, as well as relevant experts, to develop and implement trainings on best practices for conducting post-conviction investigations.

- (2) there is a claim of actual innocence or wrongful conviction; and,
- (3) the CIU identifies one or more avenues of investigation that have the potential to substantiate the applicant's claim(s) of actual innocence and/or wrongful conviction.

The intake criteria shall always include an "interest of justice" exception. Under this exception, the CIU shall be authorized to undertake a review and investigation in cases that do not meet the intake criteria, if doing so is in the interests of justice. The interests of justice may be met where the applicant alleges and/or the CIU concludes that further investigation is warranted to determine whether:

1. There is a reasonable probability that the applicant is actually innocent<sup>2</sup>;
2. Some or all of the evidence relied upon to obtain the conviction is no longer deemed credible;
3. There is evidence the prosecution or conviction was tainted by racial discrimination, whether or not a court previously agreed with the applicant's assertion of racial discrimination;
4. The prosecution failed to disclose material evidence in the possession of any law enforcement agency that was favorable to the defense, whether exculpatory, impeaching, or mitigating;
5. The fact-finding process was so corrupted as to deny the applicant a fair adjudication of his or her guilt or innocence at trial;
6. A manifest injustice rendered the trial fundamentally unfair; and/or,
7. Had the office known at the time of trial what it now knows about the evidence, the office would not have chosen to prosecute the case, or would have charged the case differently.

The above list is intended to be illustrative; it is not exhaustive.

The CIU shall pay special attention to cases where the applicant claims the conviction was obtained based on any of the following high-risk factors, or common causes of wrongful conviction, which shall not be rejected without meaningful review and investigation:

1. The applicant was convicted based, in whole or in part, on eyewitness identification evidence or testimony, particularly where it was a stranger identification or cross-racial identification, or both<sup>3</sup>;

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<sup>2</sup> See, Rule 3.8 Special Responsibilities of a Prosecutor (Rule Approved by the Supreme Court, Effective June 1, 2020).

<sup>3</sup> Both at the application stage and in the investigation of cases accepted for review, the CIU shall verify that eyewitness identifications supporting a conviction comport with standards and research accepted by the scientific community and do not run afoul of the best practice and recommendations in the 2019 Third Circuit Eyewitness Identification Report. The CIU shall assess the reliability of eyewitness identification evidence in light of the non-exhaustive lists of system and estimator variables set forth in *State v. Henderson* (N.J. 2011) 27 A.3d 872, and continually examine and apply emerging research related to eyewitness identifications, including but not limited to the American Psychological Association white papers Policy

2. The applicant was convicted based, in whole or in part, on the applicant's confession and there are allegations that this confession was false or coerced<sup>4</sup>;
3. The applicant was convicted based, in whole or in part, on testimony that has since been recanted as false or coerced;
4. The applicant's conviction is alleged to have been borne from official misconduct, including witness tampering, misconduct in interrogations, fabricated evidence and confessions, the concealment of exculpatory evidence, and misconduct at trial<sup>5</sup>;
5. Law enforcement personnel involved in the investigation or arrest of the applicant were subsequently discharged or relieved of their duties for misconduct;
6. Law enforcement personnel involved in the investigation or arrest of the applicant who have been adjudicated by a court or an internal investigation by a law enforcement entity to have been committed an act of dishonesty or sexual assault as defined by Cal. Penal Law Section 832.7 (b) (B) and (C);
7. The applicant was convicted based on forensic evidence grounded in methodologies that have since been largely or wholly discredited as unreliable, including but not limited to bloodstain pattern analysis, comparative bullet lead analysis, forensic odontology (bitemarks), hair microscopy for the purpose of determining whether known/unknown hairs share a common source, Shaken Baby Syndrome (SBS). The CIU shall review the forensic methods used to analyze the evidence and ensure that forensic evidence used to obtain a conviction is foundationally valid and valid as it was applied in the case<sup>6</sup>;

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and Procedure Recommendations for the Collection and Preservation of Eyewitness Identification Evidence (2020) and Eyewitness Identification Procedures: Recommendations for Lineups and Photospreads (1998).

<sup>4</sup> The CIU shall consult the 2010 American Psychological Association white paper on police interrogation and confessions, and any emerging literature or research regarding false confession and recanting witnesses, to inform its review of convictions supported by statements obtained during custodial interrogations that have since been recanted or disavowed by the person who allegedly made the statement. [https://web.williams.edu/Psychology/Faculty/Kassin/files/White%20Paper%20-%20LHB%20\(2010\).pdf](https://web.williams.edu/Psychology/Faculty/Kassin/files/White%20Paper%20-%20LHB%20(2010).pdf)

<sup>5</sup> The CIU shall consult the National Registry of Exonerations report *Government Misconduct and Convicting the Innocent: The Role of Prosecutors, Police and Other Law Enforcement* (2020), and any emerging literature or research regarding official misconduct, to inform its review of convictions alleged to have resulted in whole or in part from official misconduct.

<sup>6</sup> The use of unreliable and misleading forensic evidence, which we know is a common cause of wrongful convictions, imperils the integrity of the criminal legal system. The CIU shall critically and continually examine emerging scientific literature, which may also call into question older forensic methods, and train staff about these changes, so that case review criteria can be updated as needed. The CIU shall ensure that forensic evidence supporting a conviction complies with the findings, recommendations, and best practices set forth in specific reviews of the relevant sciences, including but not limited to:

- I. American Association for the Advancement of Science (AAAS) reports on Fire Investigation (2017) and Latent Fingerprint Examinations (2017)
- II. American Statistical Association (ASA) Position on Statistical Statements for Forensic Evidence (2019)
- III. National Academy of Sciences (NAS) report *Strengthening Forensic Science in the United States: A Path Forward* (2009)

8. The applicant was convicted based on forensic evidence that the LACDA has generally accepted as reliable, but the particular conclusions or opinions presented to the jury in support of the prosecution's case exceeded the bounds of what is now recognized to be valid science – for example, through testimony purporting to “identify” an applicant as the unique source, or through expert testimony implying or stating a statistical basis for the likelihood of a particular conclusion that is not verifiable or otherwise valid;
9. A conviction was based either on the factors identified above but corroborated only with jailhouse informant testimony or testimony by an informant that has been used by law enforcement or this office on more than one occasion;
10. The conviction was based, in whole or in part on jailhouse informant testimony or testimony by an informant that has been used by law enforcement or this office on more than one occasion;
11. The conviction was based in whole or in part on the testimony of witnesses who received benefits from this office or law enforcement in exchange for, or close in time to, their testimony against the applicant;
12. A gang allegation was found true by a jury where the only evidence of gang membership was presented by a gang expert, and that evidence would now be deemed inadmissible hearsay under *People v. Sanchez* (2016) 63 Cal. 4th 665, and the evidence of gang membership served as the only evidence of motive used to obtain the conviction;
13. Evidence based on analysis by crime labs that were not accredited when the analysis was conducted, and/or have been implicated in scandals related to their handling and testing of evidence;
14. Evidence supporting the conviction was corroborated by one or more of the above types of unreliable evidence;
15. The applicant was convicted after one or more retrials, following a hung jury;
16. Defense counsel was disbarred or otherwise disciplined after the challenged conviction was obtained, and/or presented no evidence to counter the prosecution's case at trial, and/or was found by a court to have provided ineffective assistance of counsel in one or more other cases.

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- IV. National Institute of Standards and Technology (NIST) report on Latent Print Examination and Human Factors (2012), Working Group on Human Factors in Handwriting Examination (2020), and Scientific Foundation Studies on DNA mixture interpretation, bitemark analysis, firearms examination, and digital evidence (forthcoming)
  - V. President's Council of Advisors on Science and Technology (PCAST) report *Forensic Science in Criminal Courts: Ensuring Scientific Validity of Feature-Comparison Methods* (2016).

## **SPECIAL CONCERNS IN EVALUATING FORENSIC EVIDENCE**

In cases involving forensic evidence, the CIU shall request or permit the applicant's counsel to conduct forensic testing, when doing so could be probative, in that it may tend to identify the identity of the perpetrator of the crime or may exculpate the applicant seeking review of their conviction. The CIU shall request that forensic results be expressed in reports and testimony using clear and comprehensible language, to inform the CIU's own decision making and that of other legal actors. Where such testing is conducted, the CIU shall permit any forensic analysts retained by the CIU to speak freely and independently with the applicant's counsel and shall make the analysts' underlying data and case materials available to the defense.

The CIU shall not raise procedural challenges or defenses to oppose, nor shall it oppose, requests for seeks forensic testing, including but not limited to DNA testing, fingerprint analysis, firearms comparison, GSR, toxicology, where the testing may lead to evidence relevant to the applicant's claim of actual innocence or wrongful conviction, including but not limited to testing that is capable of identifying the perpetrator of a crime. The CIU shall assist applicants in ascertaining the status of physical evidence by facilitating contacts between individuals seeking testing and/or their attorneys and the crime lab and/or law enforcement personnel needed to search evidence and property rooms to locate the evidence in question.

The CIU shall carefully scrutinize cases in which experts or others opined or testified by using terms like "reasonable degree of scientific certainty," which have no accepted scientific meaning yet convey an unsupported measure of reliability or conclusiveness to the factfinder. The CIU shall request that all information concerning the limitations of forensic techniques should be disclosed alongside the results of any analyses. All forensic methods have limitations, and none are error free. Where error rates for a method are not known or have not been adequately measured, reports shall state that fact. The CIU shall carefully scrutinize any conviction based in whole or in part upon testimony that states or implies a "zero error rate" or which purports to provide an error rate that has not been independently validated. The CIU shall similarly make those limitations clear in communications with the applicant and/or their counsel and the court. The CIU shall also request that all methods of forensic analyses be documented in the first instance to permit the CIU's review and disclosure of all steps followed and the methodology used to arrive at the conclusions reached.

The CIU shall ensure that the applicant and/or their counsel receive not just certificates or reports of forensic analyses, but also complete documentation of the methods used, and the results reached. The CIU shall disclose the applicant and/or their counsel all inconclusive and exculpatory forensic results, in addition to any information about corrective actions taken in a laboratory or proficiency testing of individual analysts. The CIU shall also make routine requests to preserve forensic evidence, especially where the applicant and/or their counsel seek preservation for potential future testing.

The CIU shall facilitate a CODIS, AFIS or NBIN search of evidence that may help demonstrate an individual was wrongly convicted.

## **PRO SE APPLICANTS**

When a case accepted for review is submitted by a *pro se* applicant, the CIU shall determine whether appointment of independent legal representation would promote justice and facilitate review of the case, such as in cases involving high-risk factors, listed above. In the absence of those factors, the determination as to whether appointment of counsel would promote justice shall be determined on a case-by-case basis. In such cases, the CIU shall recommend that the applicant seek legal representation and, if requested, assist by referring the individual to an appropriate innocence project, law school clinic, *pro bono* counsel, or public defender office. The CIU shall also consider whether to file a joint petition for writ of habeas corpus stipulating that an order to show cause should issue and counsel should be appointed pursuant to Penal Code section 1484.

Where an applicant is represented by counsel, the CIU shall use joint discovery and/or limited disclosure agreements, in appropriate cases, to share work product information. The CIU will seek to conduct investigations jointly and collaboratively with counsel, sharing exculpatory or improperly withheld information as quickly as practicable. Any attorney-client or work-product privileged information that is shared between a claimant and the CIU shall not be shared with other units in the office and shall not be used at trial or in post-conviction proceedings by other units for any purpose.

## **COMMUNICATIONS WITH APPLICANT'S COUNSEL**

This Office respects the sanctity of the attorney-client privilege between an applicant and defense counsel. An applicant who alleges Ineffective Assistance of Counsel may have, unwittingly, impliedly waived some portion of the attorney-client privilege as to communications with their trial counsel. This waiver is not absolute, however, and is extremely limited.

The CIU shall err on the side of caution and notify an applicant before seeking to contact defense counsel or seeking to obtain counsel's file and provide the applicant with a chance to object or modify a claim to avoid an inadvertent or implied waiver of the attorney-client privilege. The CIU shall not seek disclosure of anything beyond that which is strictly necessary and legally allowable under California and Federal law, including information that exceeds the limited scope of the ineffective-assistance-of-counsel claim.

The CIU shall not encourage any attorney to violate their ethical duties of confidentiality and loyalty to former clients, as articulated in the California Rules of Professional Conduct; rather, CIU attorneys or investigators speaking to defense counsel must remind defense counsel of the attorney-client privilege prior to the start of a substantive interview.

## **ACCESS TO DISCOVERY**

If the CIU accepts a case for review, the CIU shall assist the applicant in obtaining all discovery the applicant is entitled to under P.C. 1054.9, as well as any and all *Brady* materials in the constructive possession of the office. The CIU shall also allow applicants and/or their attorneys

to have access to all non-privileged and non-sensitive information in the case files under review, including information in police reports and lab reports concerning the testing of forensic evidence.

Recognizing that certain categories of otherwise privileged information and work product prepared by this office may contain exculpatory or impeachment information relevant to an applicant's claims, and the benefit to the truth-seeking process of having both parties review this material, the CIU shall err on the side of disclosing the complete LACDA trial file to the applicant's counsel for independent review, subject only to reasonable and necessary disclosure agreements. Any redactions shall be limited to those deemed strictly necessary to protect victim or witness privacy.

The CIU shall not condition its review of a case or its own disclosures on any reciprocal commitment by the part of the applicant to waive any aspect of the attorney-client or work-product privilege or waive such privileges generally. Where otherwise privileged information may be necessary for the CIU to fully investigate and consider an applicant's claims for relief – for example, to speak with the applicant's trial counsel or review portions of the trial file to determine if certain *Brady* information was or was not timely disclosed – the CIU shall limit its waiver requests to only those necessary to investigate the claim or issue. Similarly, where the CIU seeks to interview the applicant or the applicant's prior counsel, the CIU shall afford the applicant's current counsel the opportunity to be present (or waive counsel's presence) at the interview.

The CIU shall proactively seek to obtain complete files from law enforcement agencies pertaining to the case, including forensic evidence and files maintained by laboratories and coroner or medical examiner's offices. In the event the CIU discovers that the case file(s) have been lost in whole or in part, the CIU shall immediately inform the person seeking review of their conviction, or their counsel, that the file(s) has been lost. The CIU shall work with the Discovery Unit to reconstruct the file by obtaining records from:

- The LACDA's internal files;
- The LAPD, LASD, LAFD, and/or any other law enforcement agency or emergency services provider involved in the case;
- Crime labs;
- The coroner's office, in homicide cases;
- The original trial deputy's personal file;
- The superior court file;
- The courthouse exhibit room;
- The court of appeal; and
- Any other source reasonably likely to have relevant materials, records, and/or evidence, such as medical records, where appropriate releases are provided, 911 dispatch call recordings, etc.

The CIU shall review every case previously rejected by the former CRU, whether at the screening stage or after an investigation, in light of all of the above.

## **INVESTIGATIONS IN CLAIMS OF WRONGFUL CONVICTION**

CIU investigations often require looking into convictions that are decades old, where witnesses' memories have faded, and/or that involve reluctant or recanting witnesses, and therefore often require specialized knowledge and training on issues such as memory science, eyewitness identifications, and police practices used at the time that are no longer considered best practices. CIU deputies and investigators shall consult with outside experts, as needed, to obtain relevant materials concerning best practices regarding conducting CIU investigations.

These investigations shall not be undertaken as a means of “protecting” a conviction, nor shall they be adversarial in nature. Thus, for example, investigators shall not engage in tactics designed to dissuade a recanting witness and shall not threaten to charge that witness with perjury; rather the paramount goal of a CIU investigation shall be to determine the reliability and truthfulness of the recantation. Using a high-pressure, coercive, or intimidating approach in these investigations wastes time and resources and sends a mixed message to office staff about the CIU's mission and undermines the CIU's credibility with the public.

CIU deputies and investigators shall also make all reasonable efforts to avoid *unintentional* witness intimidation. These efforts shall include, but are not limited to, conducting interviews in non-threatening or neutral locations (rather than in this office or another law enforcement entity's office or station), if possible, and the concealing of the investigator's weapon, if one is carried, except where specifically required to do so by law, or if approved by the elected District Attorney.

CIU deputies and investigators shall understand what confirmation bias is—also referred to as tunnel vision—and how to avoid it. Studies have shown that confirmation bias is pervasive in the reinvestigations in wrongful conviction cases. It can occur, for example, when original police reports are viewed deferentially and/or treated as unassailable accounts of the truth of what transpired in the case, when research shows that police reports are often incomplete and contain inaccuracies, sometimes due to the fast-pace at which criminal investigations unfold, following serious felony offenses. CIU deputies and investigators shall test and probe information in police reports, witness accounts, and other new evidence presented by an applicant, in a manner designed to uncover the truth.

## **INDEPENDENCE OF THE CIU**

To the extent possible the CIU shall not disclose or discuss ongoing investigations with other units within this office, other than the elected District Attorney and/or his designee. Nor will the CIU share information from ongoing investigations with other governmental entities, except where specifically required to do so by law, or if approved by the elected District Attorney. In addition, to ensure a full and fair review of each case, investigations and case reviews shall be conducted independently by CIU deputies and investigators, without consultation or input from the original trial deputy, Head Deputy, or Assistant District Attorney of the trial division, except as needed to obtain historical information about the case.

The trial deputies who handled the original prosecution shall be afforded a reasonable opportunity to respond to any challenges that have been made to the prior handling of the case, but

shall not take part in the office's determination as to whether to accept a case for review or whether to recommend that relief from a conviction be granted. This unique investigative and litigation perspective underscores the need for CIU independence from other areas of the office and should be read to encourage collaboration with an applicant seeking review of a conviction wherever possible.

### **CASE RESOLUTION & REMEDIAL OPTIONS**

Once a case that has been accepted for review undergoes a full investigation, the CIU shall make a recommendation to the District Attorney as to whether it is in the interest of justice to seek relief from the applicant's conviction or sentence.

If the CIU concludes that it is not in the interests of justice to revisit the conviction and/or sentence, the CIU shall inform the District Attorney of its conclusion and recommendation. The District Attorney shall have final decision-making authority to determine whether it is in the interest of justice for the office to seek relief from a conviction or sentence. If the determination is made that relief is not warranted, the CIU shall communicate the reasons for its decision, in writing, to the applicant with an explanation as to why and how the decision was reached, including what investigative steps were taken.

If the determination is made that relief is warranted, the CIU shall determine and consider all available and appropriate remedies, including seeking dismissal of the case pursuant to P.C. 1385, moving for a reduction of sentence pursuant to P.C. 1170(d), joining the applicant in filing a joint petition for writ of habeas corpus that stipulates to the need for an issuance of an order to show cause, advocating before parole boards for early release, supporting a petition for the restoration of rights, seeking expungement of the case, and/or supporting a request for clemency or pardon, where such remedies are in the interest of justice.

The CIU shall not delay the release of those persons whose entitlement to post-conviction relief has been established, for any reason; it is the duty of the CIU to immediately arrange for conditional release of those individuals pending the formalization of the conviction being vacated.

### **VICTIM OUTREACH & ADVOCACY**

The CIU shall comply with all statutes and rules governing victims' rights and may engage a victim representative at any stage in the investigation when doing so may be in the best service of the investigation and/or the victim. The CIU will be respectful of victims and institute a culture of keeping victims abreast of investigation outcomes, when the outcome affects or changes the nature of the conviction and/or sentence. Upon the District Attorney's decision to seek relief in a case, the CIU shall engage a victim representative to liaise with the victim or victims.

### **REENTRY ASSISTANCE & COMPENSATION ASSISTANCE**

Where the CIU determines that a conviction should be overturned and a case dismissed based on actual innocence, the CIU shall assist in securing necessary support and documentation,

such as a finding of actual innocence, that facilitate successful reentry into the community and will support the enactment of systems of compensation for those wrongfully convicted.

### **FINDINGS OF FACTUAL INNOCENCE**

This office recognizes that monetary compensation is essential to a wrongfully convicted person's ability to rebuild their life. Under California law, wrongfully convicted persons who are innocent of the crimes for which they were convicted may file a claim for compensation with the California Victim Compensation and Government Claims Board (CVCGC Board), under California Penal Code section 4900.

Where the CIU determines that an applicant has demonstrated their innocence, the CIU shall proactively assist the applicant in seeking the statutory compensation to which they are entitled, including filing in the superior court, jointly with the applicant, if requested, a motion "for a finding of factual innocence by a preponderance of the evidence that the crime with which he or she was charged was either not committed at all or, if committed, was not committed by him or her." Cal. Pen. Code 1485.55 (b). The court's "finding of factual innocence," is binding on the CVCGC Board and this office's joint request for that finding will expedite and facilitate the compensation process. The CIU shall also assist the applicant by supporting their claim before the CVCGC Board, when filed, if requested.

Under current law, to obtain a "finding of factual innocence" in the superior court, a wrongfully convicted person must demonstrate that they are innocent by a preponderance of the evidence. The burden is on the wrongfully convicted person to prove their innocence. Because that standard is antithetical to the bedrock principle of our criminal justice system, which presumes a person is innocent until they are proven guilty beyond a reasonable doubt,<sup>7</sup> it shall be the policy of this office, absent extenuating circumstances and with supervisor approval, to move jointly for and/or concede in the superior court that "a finding of factual innocence" should be made, where the conviction has been overturned, the charges have been dismissed, and there no longer exists constitutionally permissible evidence sufficient to prove that person's guilt beyond a reasonable doubt.

### **TRANSPARENCY**

The CIU will conduct business in the most transparent manner possible, with biannual updates to the website on the number of cases submitted, under review, rejected, and outcomes. The CIU shall have open discussions with a designated ethics officer about critical case-related

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<sup>7</sup> "Absent conviction of a crime, one is presumed innocent." *Nelson v. Colorado*. (2017) 137 U.S. 1249, 1255 (explaining that once a criminal conviction is erased, the presumption of innocence is restored and holding that the state "may not presume a person, adjudged guilty of no crime, nonetheless guilty *enough* for monetary exactions"), citing *Johnson v. Mississippi* (1988) 486 U. S. 578, 585 (1988) (holding that after a "conviction has been reversed, unless and until [the defendant] should be retried, he must be presumed innocent of that charge"); *Coffin v. United States* (1895) 156 U. S. 432, 453 ["axiomatic and elementary," the presumption of innocence "lies at the foundation of our criminal law."]

decisions; the pursuit of justice and the interest in avoiding and remedying wrongful convictions shall be at the forefront of each decision.

The CIU's expansive scope of review and transparent practices are designed to remedy past individual wrongful convictions and enhance community confidence in the justice system, as well as provide a tool for improving office wide practices in a manner that reduces the likelihood of errors occurring again in the future.

### **“LEARNING ORGANIZATION”**

The outcomes of CIU investigations are intended to provide a critical opportunity to identify systemic gaps that go beyond just one individual's error and can reinforce the idea that the District Attorney's office is a “learning organization.” The CIU will have a clear avenue for recommending policy and procedural changes, as well as enhanced training, to address any deficiencies that are uncovered, including but not limited to:

- Consistent with its commitment to ensure that the forensic evidence underlying convictions is scientifically sound and accepted, the CIU shall develop appropriate systems, curricula, and CLE opportunities to help ensure that forensic evidence is used appropriately office-wide, prospectively, at every stage of criminal and post-conviction proceedings.
- Consistent with its commitment to the use of best practices in policing, the CIU shall develop appropriate systems, curricula, and CLE opportunities to help ensure that, officewise, deputies are regularly trained on what constitutes best practices in policing and rely on evidence obtained through policies and procedures reflecting the use of best practices in policing prospectively, at every stage of criminal and post-conviction proceedings.
- The CIU shall develop and maintain a database to track errors and other causes of wrongful convictions uncovered in the course of its case reviews. On a periodic basis, not less than once a year, the CIU shall review and synthesize the data collected to proactively recommend policy and procedural changes officewise. The CIU shall develop a well-defined method to develop, implement, and train the office on these changes. The CIU shall publish these findings and policy changes on the website not less than once a year.
- The database shall track official misconduct, including the names of law enforcement officers, prosecuting attorneys, agents of law enforcement including jailhouse informants and crime lab analysts, expert witnesses, and any other actor found to have committed misconduct or whose testimony has otherwise been proven to be unreliable. Not less than once a year the CIU shall use the data compiled in the database to compile a list of all other cases office wide, past and present, in which those actors participated in a case that resulted in a plea or conviction. The CIU shall review each of those cases and notify the applicant and/or defense counsel that their case is being reviewed and the reason for the review.

***The policies of this Special Directive supersede any contradictory language of the Legal Policies Manual.***

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SPECIAL DIRECTIVE 20-14

TO: ALL DEPUTY DISTRICT ATTORNEYS

FROM: GEORGE GASCÓN   
District Attorney

SUBJECT: RESENTENCING

DATE: DECEMBER 7, 2020

This Special Directive addresses issues of the Bureau of Prosecution Support Operations in Chapter 1.07.03 and Probation and Sentencing Hearings in Chapter 13 and Postconviction Proceedings in Chapter 17 of the Legal Policies Manual. Effective **December 8, 2020**, the policies outlined below supersede the relevant sections of Chapter 13 and Chapter 17 of the Legal Policies Manual.

**INTRODUCTION**

Today, California prisons are filled with human beings<sup>1</sup> charged, convicted and sentenced under prior District Attorneys' policies. Effective today, District Attorney George Gascón has adopted new charging and sentencing policies.

Justice demands that the thousands of people currently serving prison terms imposed in Los Angeles County under earlier, outdated policies, are also entitled to the benefit of these new policies. Many of these people have been incarcerated for decades or are serving a "virtual life sentence" designed to imprison them for life. The vast majority of incarcerated people are members of groups long disadvantaged under earlier systems of justice: Black people, people of color, young people, people who suffer from mental illness, and people who are poor. While resentencing alone cannot correct all inequities inherent in our system of justice, it should at least be consistent with policies designed to remedy those inequities.

The new Resentencing Policy is effective immediately and shall apply to all offices, units and attorneys in the Los Angeles County District Attorney's Office (hereinafter "Office"). While particular attention will be paid to certain people as discussed herein, every aspect of existing sentencing or resentencing policy will be subject to examination. The intent of this Resentencing Policy is that it will evolve with time to ensure that it reflects the values of the District Attorney, and by extension, the people of Los Angeles County.

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<sup>1</sup> We will seek to avoid using dehumanizing language such as "inmate," "prisoner," "criminal," or "offender" when referencing incarcerated people.

## LENGTH OF SENTENCE

The sentences we impose in this country, in this state, and in Los Angeles County are far too long. Researchers have long noted the high cost, ineffectiveness, and harm to people and communities caused by lengthy prison sentences; sentences that are longer than those of any comparable nation. DA-elect Gascón campaigned on stopping the practice of imposing excessive sentences.

With regard to resentencing, the Model Penal Code recommends judicial resentencing hearings after 15 years of imprisonment for all convicted people:

The legislature shall authorize a judicial panel or other judicial decision maker to hear and rule upon applications for modification of sentence from prisoners who have served 15 years of any sentence of imprisonment.

(American Law Institute (2017) Model Penal Code Sentencing, Proposed Final Draft, p. 681.)

National parole experts Edward Rhine, the late Joan Petersilia, and Kevin Reitz have endorsed this recommendation, adding: “We would have no argument with a shorter period such as 10 years.” ... These time frames correspond with criminological research showing that people age out of crime, with most “criminal careers” typically lasting less than ten years.” (Rhine, E. E., Petersilia, J., & Reitz, R. 2017. “The Future of Parole Release,” pp. 279-338 in Tonry, M. (Ed.) *Crime and Justice*, Vol, 46, p. 294.)

**Accordingly, this Office will reevaluate and consider for resentencing people who have already served 15 years in prison.** Experts on post-conviction justice recommend that resentencing be allowed for all people (not just those convicted as children or as emerging adults) and some experts recommend an earlier date for reevaluating continued imprisonment.

## APPLICATION OF SENTENCE ENHANCEMENT POLICY FOR OPEN/PENDING CASES

For any case that is currently pending, meaning that judgment has not yet been entered, or where the case is pending for resentencing, or on remand from another court, the Deputy District Attorney in charge of the case shall inform the Court at the next hearing of the following:

“At the direction of the Los Angeles County District Attorney, in accordance with Special Directive 20-08 concerning enhancements and allegations, and in the interest of justice, the People hereby

1. join in the Defendant’s motion to strike all alleged sentence enhancement(s); or
2. move to dismiss all alleged sentence enhancement(s) named in the information for all counts.

## FURTHER DIRECTIVES FOR OPEN/PENDING CASES

The following rules apply to any case where a defendant or petitioner is legally eligible for resentencing or recall of sentence, including but not limited to:

- Habeas corpus cases.
- Cases remanded to Superior Court by the Court of Appeal or Supreme Court.
- Cases referred to the Superior Court under Penal Code section 1170(d)(1).
- Cases pending resentencing under Penal Code sections 1170.126, 1170.127, 1170.18, 1170.91, and 1170.95.
- Cases pending under Penal Code section 1170(d)(2).
- All cases where the defendant was a minor at the time of the offense.
- Any other case that may be the subject of resentencing not specified here.

Any Deputy District Attorney assigned to a case pending resentencing or sentence recall consideration under any valid statute shall comply with the following directives until further notice.

- 1) If the defendant or petitioner is serving a sentence that is higher than what he/she would receive today, due to operation of law or by operation of the District Attorney's new Sentencing Policy, the deputy in charge of the case shall withdraw any opposition to resentencing or sentence recall and request a new sentence that complies with current law and/or the District Attorney's new Sentencing Policy. This policy applies even where enhancements were found true in a prior proceeding. This policy shall be liberally construed to achieve its purposes.
- 2) If the defendant or petitioner is seeking relief under Penal Code section 1170.95, the DDA may concede that the petitioner qualifies for relief. If the assigned DDA does not believe that the petitioner qualifies for relief, the DDA must request a 30 day continuance, during which time the assigned DDA shall review the case in light of the Office's specific Penal Code 1170.95 Policy, *see below*. If the DDA continues to oppose relief, the DDA shall submit the reasons in writing to the Head Deputy. The Head Deputy shall then seek approval from the District Attorney or his designee in order to determine whether the Office will continue to oppose relief.
- 3) If a defendant or petitioner would not qualify for a reduced sentence by operation of law if convicted today or under the Office's new Sentencing Policy, then the DDA in charge of the case may seek a 30-day continuance. During that time, the deputy shall evaluate whether to support or oppose the resentencing (or sentence recall) request. If the deputy believes that compelling and imminent public safety concerns justify opposition to revisiting the sentence, then the deputy must submit those concerns in writing to her Head Deputy who shall then seek approval from the District Attorney or his designee.
- 4) All laws concerning victim notification and support shall be honored.

## **PENAL CODE § 1170.95/SB 1437 RESENTENCING POLICY**

1. We start with a position of respect for our co-equal branch of government, the legislature. Like the courts, we presume that laws passed by the legislature are constitutional. “[U]nder long-established principles, a statute, once enacted, is presumed to be constitutional.” (*Lockyer v. City and County of San Francisco* (2004) 33 Cal.4th 1055, 1119.) We will no longer seek to delay implementation of laws by making arguments that laws that provide retroactive relief are unconstitutional.
2. The Office’s position is that defense counsel should be appointed when the petition is filed and there should be no summary denials by the court. (*People v. Cooper* (2020) 54 Cal.App.5th 106; *People v. Tarkington* (2020) 49 Cal.App.5th 892, 917, review granted Aug. 12, 2020, S263219 [dis. opn. of Lavin, J.] )
3. Many people accepted plea offers to manslaughter, made by this Office in order to avoid a conviction for murder. It is this Office’s policy that where a person took a plea to manslaughter or another charge in lieu of a trial at which the petitioner could have been convicted of felony murder, murder under the natural and probable consequences doctrine, attempted murder under the natural and probable consequences doctrine, or another theory covered by Senate Bill 1437, that person is eligible for relief under section 1170.95. Such a position avoids disparate results whereby a person who this Office has already determined to be less culpable -- as evidenced by allowing a plea for manslaughter -- serves a longer sentence than a similarly situated person who is now eligible for relief under section 1170.95.
4. Section 1170.95 (d)(2) states, “[I]f there was a prior finding by a court or jury that the defendant did not act with reckless indifference to human life or was not a major participant in the felony, the defendant is entitled to have his or her murder conviction vacated.” This prior finding includes cases where a magistrate found that there was insufficient evidence of major participation in a felony or reckless indifference to human life following a preliminary hearing, or at any stage in the proceedings.
5. The Office’s position is that, consistent with the definition of “prima facie,” the court must not engage in fact finding at the prima facie stage. (*People v. Drayton* (2020) 47 Cal. App. 5th 965.)
6. The Office’s position is that if the person was an accomplice to the underlying felony, and had a special circumstance finding that was decided before *People v. Banks* (2015) 61 Cal 4th 788 or *People v. Clark* (2016) 63 Cal. 4th 522, then the filing of a Penal Code section 1170.95 petition is adequate to trigger the section 1170.95 process. There is no requirement that the petitioner file a separate habeas petition first. (*People v. York* (2020) 54 Cal. App. 5th 250, 258.) The next stage is an evidentiary hearing.
7. The Office’s position is that if allegations pursuant to Penal Code section 190.2 (a) (17) were dismissed as part of plea negotiations and the petitioner was not the actual killer, this Office will not attempt to prove the individual is ineligible for resentencing. This Office will stipulate to eligibility per section 1170.95(d)(2).

8. The Office's position is that, consistent with *People v. Medrano* (2019) 42 Cal. App. 5th 1001, 1008, rev. granted, that a person who was convicted of attempted murder under the natural and probable consequences doctrine is eligible for resentencing under section 1170.95. Among other reasons, this avoids the great disparity that arises when one who was convicted of murder under the now abolished natural and probable consequences doctrine is able to be resentenced but one who was convicted of attempted murder is not.
9. If the client has previously won relief under *People v. Chiu* (2014) 59 Cal. 4th 155, the Office will not attempt to argue that the petitioner is ineligible for resentencing, or could be convicted as a direct aider and abettor.
10. If the jury was never instructed on direct aiding and abetting, implied malice murder, or any other intent-to-kill theory, or if the trial prosecutor never argued one of these theories, this Office will not argue that the petitioner can now be convicted under one of these theories during 1170.95 proceedings. Theories must remain consistent.
11. Relatedly, if a jury was not even instructed on implied malice murder or some other theory of homicide not covered by section 1170.95, the prosecution cannot now meet our burden of proof beyond a reasonable doubt that the petitioner is ineligible for resentencing.
12. If the petitioner was convicted of murder and the petitioner's jury was instructed on the natural and probable consequences theory doctrine and/or a first or second degree felony murder instruction at trial, then it may have been possible that petitioner was convicted under one of these theories and this Office will not seek to rebut petitioner's prima facie showing. The case must proceed to the evidentiary hearing.
13. Because jury deliberations are secret, in the absence of special findings, it is not possible to determine the actual basis of a jury verdict when multiple theories were before the jury. Therefore, at an evidentiary hearing, if the petitioner was convicted of murder and the petitioner's jury was instructed with a felony murder or a natural and probable consequences doctrine instruction along with other theories, there is a reasonable doubt that the jury convicted petitioner under the old felony murder rule or the now abolished doctrine of natural and probable consequences. Because the statute allows for the introduction of "new or additional evidence," the deputy district attorney may introduce evidence to show, for example, that the petitioner was the actual killer, or acted as a major participant with reckless indifference to human life, or was convicted under a still-valid theory on which the jury was instructed. See below for this Office's position on evidence that we will and will not seek to admit.
14. At an evidentiary hearing pursuant to section 1170.95 (d)(3), the prosecution must prove beyond a reasonable doubt that the petitioner is ineligible for resentencing. A deputy district attorney may not argue that the standard for the court to determine whether a petitioner is ineligible for resentencing is whether there is "sufficient evidence" to uphold the conviction. This is a standard of proof for an appellate court affirming a conviction. It is not the standard of proof for a trial court in a section 1170.95 proceeding. (*People v. Lopez* (2020) 56 Cal.App. 5th 936, 949-950.)

15. It is this Office's position that the Evidence Code applies to any evidentiary hearing pursuant to section 1170.95. Statements made after promises of leniency or threats of punishment (express or implied) are unreliable. A parole hearing is a coercive environment and therefore statements made in them are unreliable and involuntary. This Office will not seek to introduce statements by a petitioner made in parole hearing transcripts into court for any purpose.
16. As a matter of due process, it is this Office's policy that a petitioner has a right to confrontation at a hearing under section 1170.95. Accordingly, this Office will not seek to admit statements of a declarant when the petitioner did not have an opportunity to cross-examine the declarant or when a purported expert's opinion is based on inadmissible hearsay. (See *People v. Sanchez* (2016) 63 Cal.4th 665.)
17. The Office will comply with all of our obligations under *Brady v. Maryland* and its progeny during resentencing procedures.
18. The Office's position is that any defendant who was under the age of 25 when the crime occurred is entitled to present mitigation documents pursuant to *People v. Franklin* and Penal Code section 3051.
19. The Office's position is that a person's age and the "diminished culpability of youth," a person's mental illness, or cognitive impairment, or a person's intoxication is relevant to the determination whether a petitioner meets the standard of "reckless indifference to human life."
20. On resentencing, this Office will dismiss enhancements consistent with our current enhancement policies and otherwise not seek a sentence that is inconsistent with this Office's current sentencing policies.

### **RESENTENCING UNIT**

This Office declares that new Sentencing, Enhancement and Juvenile policies must apply with equal force to sentences where the judgment is final. Accordingly, this Office commits to a comprehensive review of cases where the defendant received a sentence that was inconsistent with the charging and sentencing policies in force after Tuesday, December 8, 2020, at 12:01 AM.

In such cases, this Office shall use its powers under Penal Code section 1170(d)(1) to recommend recall and resentencing. While priority shall be given to the cases enumerated below, the ultimate goal shall be to review and remediate every sentence that does not comport with the new Sentencing, Enhancement and Juvenile Policies.

Specifically, this Office commits to an expedited review of the following categories of cases, which are themselves a subset of a universe of 20,000-30,000 cases with out-of-policy sentences:

- People who have already served 15 years or more;
- People who are currently 60 years of age or older;
- People who are at enhanced risk of COVID-19 infection;
- People who have been recommended for resentencing by CDCR;

- People who are criminalized survivors;
- People who were 17 years of age or younger at the time of the offense and were prosecuted as an adult.

In formulating this policy, we rely on current statistical data from the California Department of Corrections and Rehabilitation (CDCR). (See Appendix.) Over time, the data may be subject to change; the urgency of our mission will not be. In seeking resentencing under 1170(d)(1), this Office shall argue that resentencing is necessary to eliminate disparity of sentences and to promote uniformity of sentencing.

At all types of resentencing hearings, filing deputies shall assist the Resentencing Court by setting forth any and all postconviction factors that support resentencing, including, but not limited to: mitigation evidence; CDCR disciplinary records and record of rehabilitation and positive programming while incarcerated; evidence that reflects whether age, time served, and diminished physical condition, if any, have reduced the risk for future violence; evidence that reflects that circumstances have changed since the original sentencing so that continued incarceration is no longer in the interest of justice; and post-release reentry plans, demonstrating any family or community support that is available upon release. (See e.g. Assembly Bill 1812, Pen. Code § 1170, subd. (d).)

### **LIFER PAROLE HEARINGS**

This Office recognizes that parole is an effective process to reduce recidivism, ensure public safety, and assist people in successfully rejoining society. The CDCR's own statistics show that people paroled from life terms have a recidivism rate of less than four percent.

We are not experts on rehabilitation. While we have information about the crime of conviction, the Board of Parole Hearings already has this information. Further, as the crime of conviction is of limited value in considering parole suitability years or decades later, (see *In re Lawrence* (2008) 44 Cal.4th 1181; *In re Shaputis* (2008) 44 Cal. 4th 1241, 1255), the value of a prosecutor's input in parole hearings is also limited. Finally, pursuant to Penal Code section 3041, there is a presumption that people shall be released on parole upon reaching the Minimum Eligible Parole Date (MEPD), their Youth Parole Eligible Date, (YEPD), or their Elderly Parole Date (EPD). Currently, sentences are being served that are much longer than the already lengthy mandatory minimum sentences imposed. Such sentences are constitutionally excessive. (See *In re Palmer* (2019) 33 Cal.App.5th 1199.)

This Office's default policy is that we will not attend parole hearings and will support in writing the grant of parole for a person who has already served their mandatory minimum period of incarceration, defined as their MEPD, YEPD or EPD. However, if the CDCR has determined in their Comprehensive Risk Assessment that a person represents a "high" risk for recidivism, the DDA may, in their letter, take a neutral position on the grant of parole.

This Office will continue to meet its obligation to notify and advise victims under California law, and is committed to a process of healing and restorative justice for all victims.

## YOUTH AND CHILDREN<sup>2</sup>

Currently, there are thousands of people from Los Angeles County serving sentences in the CDCR for crimes they committed as children. As recent developments in adolescent brain science teach us, young people are uniquely capable of rehabilitation and can lead productive lives as contributing members of society without serving long sentences.

Under new Juvenile Directives, available here, people who are 17 or younger at the time of their offense, will not be transferred to adult court and will remain committed to the youth system until they are mature enough to reenter society. Accordingly, any person who was a minor at the time of the offense and meets the eligibility requirements for recall and/or resentencing in adult court, including but not limited to actions pursuant to Penal Code sections 1170(d)(2), or 1170(d)(1), falls within this Office's policy to oppose transfer of minors to adult court. In such cases, DDAs shall join in any defense motion seeking to transfer the person to juvenile court for further proceedings, and the deputy on the case shall state the reasons for supporting such transfer, consistent with this Office's policies, on the record.

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<sup>2</sup> We will refer to "youth," "child," or "children" instead of "juvenile(s)." The word "juvenile" is used almost exclusively as a way to describe children who are in the criminal legal system or as police descriptors. As a result, it has become a way to mark certain children as "other." To the extent possible, we will refer to the children in the criminal legal system as we would to all children, as "young person(s)" or "children." In accordance with Penal Code § 3051, we will refer to persons age 18 to 25 as "youths."

**APPENDIX**

**A. Current CDCR Population from Los Angeles County**

*Table A.1: Descriptive Statistics for Demographic and Other Data*

Variable	Level	Number	Percentage
Total CDCR Prison Population Originating in Los Angeles County = 29,556* (*excluding LWOP and condemned cases)			
<i>Gender</i>			
	Female	1,078	3.65%
	Male	28,478	96.35%
<i>Race/Ethnicity</i>			
	Black	11,139	37.69%
	Latinx/Hispanic	14,683	49.68%
	White	2,263	7.66%
	Other	1,471	4.98%
<i>Age Group</i>			
	Less than 20	31	0.10%
	20-29	5,945	20.11%
	30-39	9,098	30.78%
	40-49	6,489	21.95%
	50-59	5,043	17.06%
	60+	2,950	9.98%
<i>Offense Category</i>			
	Crimes Against Persons	25,391	85.91%
	Drug Crimes	461	1.56%
	Property Crimes	2,230	7.54%
	Other Crimes	1,474	4.99%
<i>Time Served</i>			
	Less than 5	8,307	28.11%
	5 to less than 10	6,762	22.88%
	10 to less than 15	5,123	17.33%
	15 to less than 20	3,446	11.66%

	20+	5,918	20.02%
<i>Sentence Type</i>			
	2nd Strike	8,106	27.43%
	3rd Strike	2,395	8.10%
	Determinate Sentence	9,841	33.30%
	Life with Parole	9,214	31.17%

***Table A.1: Time Served, Age at Time of Offense, Current Age, Classification Scores, and Serious Rules Violation Reports (RVRs) Received in Past 3 Years***

	<b>Count/ Percentage of Total LAC Prison Population</b>
Served 20 Years or More	5,918 (20.02%)
Served 15 Years or More	9,364 (31.68%)
Served 10 Years or More	14,487 (49.02%)
Served 7 Years or More	18,206 (61.60%)
Currently 60 Years or Older	2,950 (9.98%)
Currently 65 Years or Older	1,367 (4.62%)
Age 25 or Younger at Time of Offense	13,410 (45.37%)
Age 18 or Younger at Time of Offense	3,291 (11.13%)
Age 17 or Younger (Under 18) at Time of Offense	1,557 (5.27%)

Age 16 or Younger at Time of Offense	778 (2.63%)
Age 15 or Younger at Time of Offense	255 (0.86%)
Classification Score of 25 or Below	12,297 (41.61%)
Classification Score of 19 or Below	10,700 (36.20%)
No Serious RVRs in Past 3 Years	25,501 (86.28%)
CS of 25 or Below with No Serious RVRs in Past 3 Years	12,016 (40.66%)
CS of 19 or Below with No Serious RVRs in Past 3 Years	10,490 (35.49%)

**Table A.3: Eligibility by Offense Type and Time Served (mix of lower-level offenses)**

Offense Type	Served 10 Years or More		Served 7 Years or More		All	
	Frequency	Percentage of Total Prison Population Originating in LAC*	Frequency	Percentage of Total Prison Population Originating in LAC*	Frequency	Percentage of Total Prison Population Originating in LAC*
Drug Offenses	132	0.45%	158	0.53%	461	1.56%
Residential Burglaries	476	1.61%	688	2.33%	1,643	5.56%
Robberies	2,045	6.92%	2,828	9.57%	5,297	17.92%
Residential Burglaries & Robberies	2,521	8.53%	3,516	11.90%	6,940	23.48%
Non-Sex Offenses	12,393	41.93%	15,618	52.84%	26,029	88.07%
Non-Murder & Non-Sex Offenses	5,731	19.39%	7,937	26.85%	17,048	57.68%
All Non-Violent, Non-Serious, Non-Sex Crimes	527	1.78%	644	2.18%	2,236	7.57%
All Non-Non-Non Crimes (with Residential Burglaries)	1,003	3.39%	1,332	4.51%	3,879	13.12%
All Non-Non-Non Crimes (with Res. Burglaries & Robberies)	3,048	10.31%	4,160	14.07%	9,176	31.05%
All Incarcerated*	14,463	48.93%	18,167	61.47%	29,556	100.00%

\*The total prison population originating in LAC in this table excludes all LWOP and condemned cases.

## **B. Background on Our Incarceration Crisis**

Our ballooning prison population did not result from an increase in crime. In fact, our crime rate has declined dramatically since the early 1990's. Rather, harsher sentencing laws like Life Without the Possibility of Parole, an increase in mandatory minimum sentences for indeterminate sentences, Three Strikes sentencing, and requirements that restrict people to complete 85% of their imposed time now keep people in prison for longer than ever before, long after they pose any safety risk to their community.

There are currently more people serving life sentences in America than were locked up in prison at all during the 1970s. One in seven people behind bars is serving a life sentence.

California has led the way in this explosion. We had 23,000 people incarcerated in 1980. By 2000, we had over 160,000 people. By 2010 we had 164,000. In the last 10 years, spurred by a United States Supreme Court decision holding that California's overcrowded prisons constituted cruel and unusual punishment, as well as by a growing public awareness that we are incarcerating too many people for too long, we have moved to reduce our prison population. However, we have five times as many people incarcerated as we had in 1980.

California spent a shocking \$15.7 billion on prisons in 2019-2020. This represents 7.4% of all state funds. This is occurring while people are sleeping in our streets, our parks are trash-ridden, our schools are in need of repair, our once-free public universities are underfunded and tuition rises, people are hungry, and we need major infrastructure repair to even do things like provide clean water to the people of California.

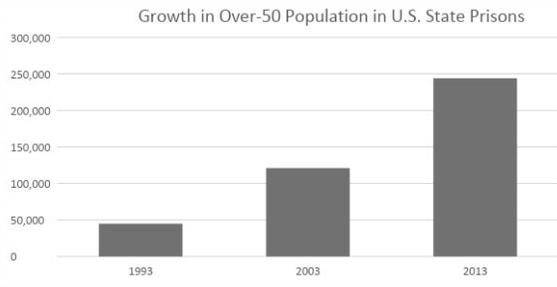
In Los Angeles County alone we currently have almost 30,000 people in CDCR.

Nationally, our criminal justice policies have disproportionately impacted minority populations. 60% of people in prison are Black, despite making up just 13% of the population. One out of every five Black persons behind bars has a life sentence.

**Almost 93% of people sent to prison from Los Angeles County are Black people and people of color.** Black people are approximately 9% of Los Angeles's population. They constitute 38% of Los Angeles's state prison population. We can no longer deny that our system of hyper-criminalization and incarceration is anything other than racist.

The incarceration rate of women is also on the rise. In 1980, there were 13,206 women in prison; in 2017, there were 111,360.

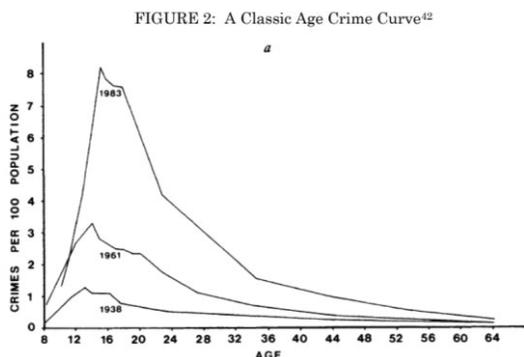
Harsh sentencing laws have also meant that the prison population is old. If we continue at current rates, one in three people behind bars in state prisons will be over 50 by 2030. In 1993, there were 45,000 people over 50 in U.S. state prisons. Twenty years later, there were 243,800. The growth in the aging prison population has continued. Since 1999, New York has decreased its prison population by 30 percent but during that same time span saw a doubling of its over 50 population. Between 2001 and 2014, 29,500 people over 55 died in federal and state prisons.



Current estimates show that the U.S. spends upwards of \$16 billion a year to care for its elderly population. In 2013 in Virginia, **nearly half of the Department of Corrections budget** for prisoner health care went to caring for the elderly.

### Recidivism and the Age-Crime Curve

Research consistently shows that individuals age out of crime, even those convicted of the most serious offenses. By the time individuals reach their thirties, their odds of committing future crimes drop dramatically. Much of this is due to neurological changes, which take place in profound ways up until an individual turns 26. The prefrontal cortex, which is highly involved in executive functioning and behavior control, continues to develop until age 26, making it harder for young people to make what adults consider logical and appropriate decisions.



Given these changes, it makes little sense to sentence children and adolescents to lengthy terms of incarceration without any meaningful opportunity for review, as the odds are extremely high that those children can be rehabilitated and reenter society.

Likewise, incarcerating an aging population makes little penological sense. Those aged 50-64 have far lower recidivism rates than the national average: seven percent compared to 43.3 percent. And those over 54 have just a four percent recidivism rate. In other words, we are spending billions to lock up people, 96% of whom will not even commit a technical violation once released.

### Jurisdictions that allow for a “second look” or increased parole opportunities

“Look back” provisions allow sentenced individuals to petition for a reduced sentence after they have shown meaningful signs of rehabilitation that indicate an ability to return to society. While several jurisdictions have parole eligibility, only California has enacted a robust “look back” Act thus far. Delaware has implemented one to address those sentenced under habitual offender laws.

**Federal:** Los Angeles Congresswoman Karen Bass and United States Senator Cory Booker introduced a bill for people serving in federal prison to reevaluate cases involving people over 50 years old and for those who have served at least ten years of a sentence, creating a rebuttable presumption of release for those over 50.

**District of Columbia:** Recently, the District of Columbia passed Second Look Sentencing for youths. This month, the Council is poised to expand this second look resentencing to all who were under the age of 25 at the time of the crime.

**Oregon:** in January 2020, Oregon's Second Look Resentencing, for minors SB 1008 goes into effect.

**Florida:** Florida allows a second look for children who were sentenced as adults for offenses committed before their 18<sup>th</sup> birthday.

**Delaware:** People convicted before their 18th birthday of a first-degree murder may petition for modification after 30 years, and after 20 years for any other offense.

**Colorado:** Senate Bill 16-180 requires the Department of Corrections (DOC) to create a program for kids sentenced as adults for a felony and presumes release upon participation after 3 years.

**California:** has made many of its recent changes retroactive, including resentencing for those convicted of a third strike, Proposition 47, SB 1437, Penal Code section 1170, subsection (d), among others. California also provides automatic parole review when a person commits the crime before the age of 26 and has served 15, 20, or 25 years, depending on the controlling offense. California has also expanded elderly parole this year with AB 3234 so that people who are 50 and have served at least 20 years are eligible for parole consideration.

***The policies of this Special Directive supersede any contradictory language of the Legal Policies Manual.***

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**CITY OF SANTA CLARITA  
AGENDA REPORT**

NEW BUSINESS

CITY MANAGER APPROVAL:

*Ken Stripling*

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DATE: March 9, 2021

SUBJECT: LOS ANGELES COUNTY DISTRICT ATTORNEY SPECIAL DIRECTIVES DISCUSSION AND CONSIDERATION OF A RESOLUTION OF A VOTE OF NO CONFIDENCE IN DISTRICT ATTORNEY GEORGE GASCON

DEPARTMENT: City Manager's Office

PRESENTER: Masis Hagobian

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RECOMMENDED ACTION

City Council discuss the Special Directives issued by Los Angeles County District Attorney George Gascon, take such action as deemed appropriate, and otherwise provide direction to staff.

BACKGROUND

At the February 23, 2021, regular City Council meeting, the City Council requested an item to discuss the Special Directives issued by Los Angeles County District Attorney (District Attorney) George Gascon at a future regular City Council meeting.

On February 24, 2021, the City Council Public Safety Committee received a presentation and discussed the aforementioned Special Directives, including discussing the issues surrounding an office of City Prosecutor and a resolution of a vote of no confidence in District Attorney Gascon.

Following his swearing-in on December 7, 2020, District Attorney Gascon issued nine Special Directives, effective December 8, 2020, and two subsequent amendments, outlining new policies and procedures for the Los Angeles County District Attorney's Office. The nine Special Directives and two amendments are attached and include the following:

- Special Directive 20-06: Pretrial Release Policy (Elimination of Cash Bail)
- Special Directive 20-07: Misdemeanor Case Management
- Special Directive 20-08: Sentencing Enhancements/Allegations
- Special Directive 20-08.1: Amendment to Special Directive 20-08
- Special Directive 20-08.2: Clarification of Special Directive 20-08
- Special Directive 20-09: Youth Justice

- Special Directive 20-10: Habeas Corpus Litigation Unit
- Special Directive 20-11: Death Penalty Policy
- Special Directive 20-12: Victim Services
- Special Directive 20-13: Conviction Integrity Unit
- Special Directive 20-14: Resentencing

Furthermore, the following three Special Directives have been identified as having a potential immediate and detrimental impact to public safety:

- Special Directive 20-06: Pretrial Release Policy (Elimination of Cash Bail)
  - Among other things, Deputy District Attorneys (DDAs) shall not request cash bail for any misdemeanor, non-serious felony, or non-violent felony offense.
  - DDAs shall not object to the release of anyone currently incarcerated in Los Angeles County on cash bail who would be eligible for release under this Special Directive.
  
- Special Directive 20-07: Misdemeanor Case Management
  - The following misdemeanor charges shall be declined or dismissed before arraignment and without conditions unless “exceptions” or “factors for consideration” exist:
    - Trespassing, Disturbing the Peace, Driving without a Valid License, Driving on a Suspended License, Criminal Threats, Drug and Paraphernalia Possession, Minor in Possession of Alcohol, Drinking in Public, Under the Influence of Controlled Substance, Public Intoxication, Loitering, Loitering to Commit Prosecution, and Resisting Arrest
    - Exceptions and factors for consideration include repeat offenders in the preceding 24 months, however, some misdemeanors listed do not have exceptions or factors of consideration identified.
  
- Special Directive 20-08: Sentencing Enhancements/Allegations
  - The following sentence enhancements or sentencing allegations shall not be filed in any cases and shall be withdrawn in pending matters:
    - Any prior-strike enhancements, including the Three Strikes Law; STEP Act enhancements (also known as “gang enhancements”); violations of bail; and firearm allegations
  - Amendments 20-08.1 and 20-08.2 were issued on December 15, 2020, and December 18, 2020, to make further clarification of Special Directive 20-08, including:
    - DDAs may pursue the following allegations, enhancements, and alternative sentencing schemes: Hate Crime, Elder and Dependent Adult Abuse, Child Physical Abuse, Child and Adult Sexual Abuse, Human Sex Trafficking, Financial crime

The District Attorney’s Office has a legal and ethical responsibility to execute laws enacted by voters or the legislature that are intended to protect the public and uphold prosecutorial policies. However, the Special Directives unilaterally issued by District Attorney Gascon undermine the legislative and ballot process and risk safety of the general public.

The City Council Public Safety Committee discussed the potential challenges, organizational obstacles, and costs associated with a city's ability to prosecute state law misdemeanors. Furthermore, the City Council Public Safety Committee discussed a resolution of a vote of no confidence in District Attorney Gascon.

A resolution is attached, should the City Council choose to consider.

#### ALTERNATIVE ACTION

Other direction, as provided by the City Council.

#### FISCAL IMPACT

The resources required to implement the recommended action are contained within the City of Santa Clarita's adopted FY 2020-21 budget.

#### ATTACHMENTS

DA Gascon - Resolution of a Vote of No Confidence

SPECIAL-DIRECTIVE-20-06

SPECIAL-DIRECTIVE-20-07

SPECIAL-DIRECTIVE-20-08

SPECIAL-DIRECTIVE-20-08-1

SPECIAL-DIRECTIVE-20-08-2

SPECIAL-DIRECTIVE-20-09

SPECIAL-DIRECTIVE-20-10

SPECIAL-DIRECTIVE-20-11

SPECIAL-DIRECTIVE-20-12

SPECIAL-DIRECTIVE-20-13

SPECIAL-DIRECTIVE-20-14

RESOLUTION NO. 21- \_\_\_\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA CLARITA,  
CALIFORNIA, OF A VOTE OF NO CONFIDENCE IN LOS ANGELES COUNTY  
DISTRICT ATTORNEY GEORGE GASCON

WHEREAS, the City of Santa Clarita, California, values and places the highest priority on public safety and protecting its community; and

WHEREAS, the City of Santa Clarita, California, emphasizes supporting public safety policies to prevent and reduce criminal activity in its adopted 2021 Executive and Legislative Platform; and

WHEREAS, Los Angeles County District Attorney George Gascon unilaterally issued a series of Special Directives in December 2020, including Special Directives 20-06, 20-07, and 20-08; and

WHEREAS, Special Directive 20-06 eliminates cash bail for any misdemeanor, non-serious felony, or non-violent felony offense; and

WHEREAS, Special Directive 20-07 declines or dismisses several misdemeanor charges, including trespassing, disturbing the peace, criminal threats, drug and paraphernalia possession, under the influence of controlled substance, public intoxication, and resisting arrest; and

WHEREAS, Special Directive 20-08 eliminates several sentence enhancements, including the Three Strikes Law, gang enhancements, and violations of bail; and

WHEREAS, some of the Special Directives issued by Los Angeles County District Attorney George Gascon violate state law, which were enacted through the legislative or ballot initiative process to prevent and prosecute crime and protect the general public; and

WHEREAS, the Special Directives listed in this resolution undermine the legislative and ballot initiative process and risk safety of the general public; and

WHEREAS, it is of the utmost importance for the City of Santa Clarita, California, that policies that aim to restructure or amend prosecutorial directives are consistent with state law and issued with reasonable intent and priority to enhance public safety and protect the general public and victims' rights.

NOW, THEREFORE, the City Council of the City of Santa Clarita, California, does hereby resolve as follows:

SECTION 1. The Santa Clarita City Council affirms a vote of no confidence in Los Angeles County District Attorney George Gascon and hereby directs staff to transmit said resolution to applicable and interested offices and organizations.

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

PASSED, APPROVED, AND ADOPTED this 9<sup>th</sup> day of March 2021.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

DATE: \_\_\_\_\_

STATE OF CALIFORNIA            )  
COUNTY OF LOS ANGELES       ) ss.  
CITY OF SANTA CLARITA         )

I, Mary Cusick, City Clerk of the City of Santa Clarita, do hereby certify that the foregoing Resolution No. 21-    was duly adopted by the City Council of the City of Santa Clarita at a regular meeting thereof, held on the 9<sup>th</sup> day of March 2021, by the following vote:

AYES:            COUNCILMEMBERS:

NOES:            COUNCILMEMBERS:

ABSENT:          COUNCILMEMBERS:

\_\_\_\_\_  
CITY CLERK



## STAFF REPORT

**Meeting Date:** March 16, 2021

**To:** Honorable Mayor and City Council

**From:** Cynthia Owens, Policy and Management Analyst

**Subject:** A Request by Mayor Friedman and Councilmember Bosse for the City Council of the City of Beverly Hills to Consider Adopting a Resolution of a Vote of No Confidence for Los Angeles County District Attorney George Gascón

**Attachments:**

1. Draft Resolution
2. Special Directives
3. Letter from Chamber of Commerce to George Gascón

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### **INTRODUCTION**

The Los Angeles County District Attorney's Office has a legal responsibility to execute laws enacted by voters or the state legislature. These laws protect the public and uphold prosecutorial policies. Since his December 7, 2020 swearing-in ceremony, Los Angeles County District Attorney George Gascón has issued numerous special directives which undermine these legislative and ballot processes. Additionally, they may be viewed as placing the safety of the general public at risk.

Mayor Friedman and Councilmember Bosse have requested the City Council discuss adopting a formal resolution of no confidence in Los Angeles County District Attorney George Gascón.

### **FISCAL IMPACT**

The resources required to implement the recommended action are contained within the City of Beverly Hills' adopted FY 2020-21 budget.

### **DISCUSSION**

#### **Background**

The District Attorney (DA) is an elected county official established by Government Code Section §26500-26543. The DA is responsible for the prosecution of criminal violations of state law and county ordinances occurring within the county in which they are elected. This includes investigation and apprehension, as well as prosecution in court. The DA serves as legal advisor to the Grand Jury and, through its family support division, enforces parental financial obligations. The Board of Supervisors exercises budgetary control over elected DAs but not operational control.

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Although there are variations in every county, a typical DA's Office is assigned the following duties:

- **Municipal Court Operations** — Prosecutes all misdemeanors and presents preliminary felony hearings in Municipal Courts.
- **Superior Court Operations** — Presents all felony cases in Superior Court, including legal motions, writs, and appeals, extraditions, and Grand Jury matters.
- **Family Support Operations** — Provides civil and criminal prosecution of family support violations, welfare fraud, and child abduction. Family support policies and procedures are largely regulated by the state and federal governments, and the program's expenses can be almost always fully reimbursed to counties by those entities through direct payments and incentives (i.e., counties receive financial incentives for aggressively enforcing child support).
- **Investigation** — Provides initial investigation and assistance in trial preparation through the investigation of criminal acts.
- **Administrative Services** — Provides budget, purchasing, space planning, personnel services, payroll, clerical support, and data services functions to the DA.

Every four years, the voters of Los Angeles County elect a nonpartisan DA to serve as the chief prosecutor for the County. A candidate for office must be a law school graduate and member of the State Bar of California. The Los Angeles County DA's Office was established by an act of the California Legislature on February 27, 1850.

The elected DA is in charge of the office that prosecutes felony and misdemeanor crimes that occur within Los Angeles County. The Los Angeles District Attorney's Office prosecutes felony crimes and misdemeanor crimes in unincorporated areas and in 78 of the county's 88 cities.

The cities of Burbank, Hawthorne, Inglewood, Long Beach, Los Angeles, Pasadena, Redondo Beach, Santa Monica, and Torrance have their own City Attorneys who prosecute misdemeanor crimes and municipal code violations that occur within their jurisdictions. With the exception of Hawthorne and Pasadena, all of the other cities are charter cities. In some cities, such as Burbank and Hawthorne, the City Council appoints the City Attorney and in other cities, such as Long Beach and Los Angeles, the City Attorney is elected.

The City of Hermosa Beach, which is a general law city, contracts with the City of Redondo Beach for City Prosecutor services, which are limited to criminal misdemeanor cases.

The City of Hawthorne's Prosecution Department also performs prosecution services for other entities such as the California Highway Patrol, Los Angeles County Health Department, California State Department of Alcoholic Beverage Control, and various police agencies in the South Bay area.

### **District Attorney George Gascón**

George Gascón was elected as the DA for Los Angeles County in November 2020. He was sworn into office on December 7, 2020. Since being sworn in, Mr. Gascón has issued numerous Special Directives and two subsequent amendments, which outline new policies and procedures for the Los Angeles County DA's Office. Each directive is of concern for the public safety of the residents of Los Angeles County and the residents of Beverly Hills. Three of these directives are briefly described below. The full text of the directives are attached to this report.

Meeting Date: March 16, 2021

*Special Directive 20-06: Pretrial Release Policy (Elimination of Cash Bail)*

Among other things, this directive asserts Deputy District Attorneys (DDAs) shall not request cash bail for any misdemeanor, non-serious felony, or non-violent felony offense. While there is list of these felonies in this directive, there are 19 pretrial release conditions for the DDAs to consider. If none of the 19 conditions are sufficient to ensure a return to court and public safety then a DDA can consider requesting bail at an arraignment for:

- Felony offenses involving acts of violence on another person; or
- Felony offenses where the defendant has threatened another with great bodily harm; or
- Felony sexual assault offenses on another person.

It also asserts that DDAs shall not object to the release of anyone currently incarcerated in Los Angeles County on cash bail who would be eligible for release under this Special Directive.

*Special Directive 20-07: Misdemeanor Case Management*

This directive listed numerous misdemeanor charges that shall be declined or dismissed before arraignment and without conditions unless “exceptions” or “factors for consideration” exist. The misdemeanors include:

- Trespassing,
- Disturbing the Peace,
- Criminal Threats,
- Drinking in Public,
- Public Intoxication
- Under the Influence of Controlled Substance,
- Driving without a Valid License,
- Driving on a Suspended License,
- Drug and Paraphernalia Possession,
- Minor in Possession of Alcohol,
- Loitering,
- Loitering to Commit Prostitution, and
- Resisting Arrest

Exceptions and factors for consideration listed in Special Directive 20-07 include repeat offenders in the preceding 24 months; however, misdemeanors such as drug and paraphernalia possession, minor in possession of alcohol, drinking in public, public intoxication, under the influence of controlled substance and loitering to commit prostitution do not have exceptions or factors of consideration identified.

*Special Directive 20-08: Sentencing Enhancements/Allegations*

This directive provides that the following sentence enhancements or sentencing allegations shall not be filed in any cases and shall be withdrawn in pending matters:

- Any prior-strike enhancements, including the Three Strikes Law; STEP Act enhancements (also known as “gang enhancements”); violations of bail; and firearm allegations

Amendments 20-08.1 and 20-08.2 were issued on December 15, 2020, and December 18, 2020, to make further clarification of Special Directive 20-08, including:

- DDAs may pursue the following allegations, enhancements, and alternative sentencing schemes: Hate Crime; Elder and Dependent Adult Abuse; Child Physical Abuse; Child and Adult Sexual Abuse; Human Sex Trafficking; and Financial Crime.

Other topics addressed by the special directives issued by Mr. Gascón include:

- Youth Justice
- Habeas Corpus Litigation Unit

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- Death Penalty Policy
- Victim Services
- Conviction Integrity Unit
- Resentencing

Finally, while the actions of Mr. Gascón are not directly addressed by the City's adopted Legislative Platform, there are many statements within the Legislative Platform supporting a tough on crime position for the City. These statements include, but are not limited to:

- Oppose any efforts to further decriminalize existing crimes in California or lessen the sentences of any offenses that would result in the release of serious criminals who would further harm the safety of the public and law enforcement personnel.
- Oppose legislation that would expand the definition of early release, non-serious crimes, and non-violent crimes.
- Oppose legislation to expand "early release" for low-risk, serious and violent offenders.
- Support efforts to reverse all legislation, including AB 109, that created "early release" for low-risk, serious and violent offenders.

### **RECOMMENDATION**

Staff recommends the City Council consider the request by Mayor Friedman and Councilmember Bosse for the City Council of the Beverly Hills to adopt a resolution of a vote of no confidence for Los Angeles County District Attorney George Gascón. This item has been placed on the formal session agenda for adoption on March 16, 2021 should the City Council concur with Mayor Friedman and Councilmember Bosse. The item will be removed from the formal session agenda should the City Council not concur with the request.

Gabriella Yap  
Deputy City Manager  

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Approved By



**To:** Mayor and City Council

**From:** City Manager

**Meeting Date:** April 13, 2021

**Subject:** DISCUSSION AND CONSIDERATION OF A RESOLUTION EXPRESSING A VOTE OF NO CONFIDENCE IN LOS ANGELES COUNTY DISTRICT ATTORNEY GEORGE GASCÓN

**Recommendation:**

1. Discuss for consideration and approval a resolution supporting a vote of no confidence in Los Angeles County District Attorney George Gascón brought forth by Councilmember Lara and seconded by Mayor Elias; or
2. Direct staff to take an alternative action.

**Fiscal Impact:**

There is no direct impact to the General Fund as a result of the approval of this resolution.

**Background:**

At the March 23, 2021 City Council meeting, Councilmember Andrew Lara and Mayor Raul Elias requested an item proposing a vote of no confidence in Los Angeles County District Attorney George Gascón to be placed on the agenda for consideration. The District Attorney (DA) is an elected county official established by Government Code Section §26500-26543 and is responsible for the prosecution of criminal violations of state law and county ordinances occurring within the county in which they are elected. The Los Angeles DA's Office prosecutes felony crimes and misdemeanor crimes in unincorporated areas and in 78 of the county's 88 cities, including the City of Pico Rivera.

The Los Angeles County DA's Office has a legal responsibility to execute laws enacted by voters or the state legislature. These laws protect the public and uphold prosecutorial policies. The DA also oversees investigation, apprehension and prosecution of these in court. Los Angeles County DA George Gascón was elected as part of the November 3, 2020 General Election, capturing 54% of the Los Angeles County vote. Similarly, DA George Gascón captured 56% of the ballots casted by the residents of the City of Pico Rivera. Since his December 7, 2020 swearing-in ceremony, he has issued numerous special directives to reform criminal prosecutions in Los Angeles County.

CITY COUNCIL AGENDA REPORT – MEETING OF APRIL 13, 2021  
DISCUSSION AND CONSIDERATION OF A RESOLUTION EXPRESSING A VOTE OF  
NO CONFIDENCE IN LOS ANGELES COUNTY DISTRICT ATTORNEY GEORGE  
GASCÓN  
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Three (3) of these directives are briefly described in this report and a more comprehensive list of directives [total of nine (9)] is outlined as Enclosure 2 in this report. These directives were discussed in the April 9, 2021 Safety Ad Hoc Committee meeting. The summary of this discussion can be presented by the Committee Chair during the City Council meeting, as these discussions will take place after the posting of this agenda.

*Special Directive 20-06: Pretrial Release Policy (Elimination of Cash Bail)*

This Special Directive sets forth new policies and protocols on pretrial release and the use of cash bail. It prohibits Deputy District Attorneys (DDAs) from requesting cash bail for any misdemeanor, non-serious felony or non-violent felony offense. While there is list of these felonies in this directive, there are 19 pretrial release conditions for the DDAs to consider. If none of the 19 conditions are sufficient to ensure a return to court and public safety, then a DDA can consider requesting bail at an arraignment for:

- Felony offenses involving acts of violence on another person; or
- Felony offenses where the defendant has threatened another with great bodily harm; or
- Felony sexual assault offenses on another person.

It also asserts that DDAs shall not object to the release of anyone currently incarcerated in Los Angeles County on cash bail who would be eligible for release under this Special Directive.

*Special Directive 20-07: Misdemeanor Case Management*

This Special Directive listed numerous misdemeanor charges that shall be declined or dismissed before arraignment and without conditions unless “exceptions” or “factors for consideration” exist. The misdemeanors include:

- Trespassing,
- Disturbing the Peace,
- Criminal Threats,
- Drinking in Public,
- Public Intoxication,
- Under the Influence of Controlled Substance,
- Driving Without a Valid License,
- Driving on a Suspended License,
- Drug and Paraphernalia Possession,
- Minor in Possession of Alcohol,
- Loitering,
- Loitering to Commit Prostitution, and
- Resisting Arrest.

CITY COUNCIL AGENDA REPORT – MEETING OF APRIL 13, 2021  
DISCUSSION AND CONSIDERATION OF A RESOLUTION EXPRESSING A VOTE OF  
NO CONFIDENCE IN LOS ANGELES COUNTY DISTRICT ATTORNEY GEORGE  
GASCÓN  
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Exceptions and factors for consideration listed in Special Directive 20-07 include repeat offenders in the preceding 24 months; however, misdemeanors such as drug and paraphernalia possession, minor in possession of alcohol, drinking in public, public intoxication, under the influence of controlled substance and loitering to commit prostitution do not have exceptions or factors of consideration identified.

*Special Directive 20-08: Sentencing Enhancements/Allegations*

This Special Directive provides that the following sentence enhancements or sentencing allegations shall not be filed in any cases and shall be withdrawn in pending matters:

- Any prior-strike enhancements, including the Three Strikes Law; STEP Act enhancements (also known as “gang enhancements”); violations of bail; and firearm allegations.

Amendments 20-08.1 and 20-08.2 were issued on December 15, 2020, and December 18, 2020, to make further clarification of Special Directive 20-08, including:

- DDAs may pursue the following allegations, enhancements and alternative sentencing schemes: Hate Crime; Elder and Dependent Adult Abuse; Child Physical Abuse; Child and Adult Sexual Abuse; Human Sex Trafficking; and Financial Crime.

The DA’s office has a legal and ethical responsibility to execute laws by voters or the legislature that are intended to protect the public and uphold prosecutorial policies. The proposed resolution would affirm a vote of no confidence for DA George Gascón.

**Conclusion:**

Pursuant to City Council direction to bring forward the resolution presented, it is recommended the City Council consider the request from Councilmember Lara and the recommendations discussed in the Safety Ad Hoc Committee on Friday, April 9, 2021 regarding the resolution to affirm a vote of no confidence for County District Attorney George Gascón.



Steve Carmona

SC:MG:JF

Enclosures: 1) Resolution  
2) Special Directives

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, EXPRESSING A VOTE OF NO CONFIDENCE IN LOS ANGELES COUNTY DISTRICT ATTORNEY GEORGE GASCÓN**

**WHEREAS**, the City of Pico Rivera (the “City”) places a high priority on public safety and protecting its community; and

**WHEREAS**, the City has a history of supporting legislation and ballot initiatives that increase public safety and protect the community; and

**WHEREAS**, Los Angeles County District Attorney George Gascón unilaterally issued a series of Special Directives in December 2020 including Special Directives 20-06, 20-07, and 20-08; and

**WHEREAS**, Special Directive 20-06: Pretrial Release Policy, eliminated cash bail for any misdemeanor, non-serious felony, or non-violent felony offense; and

**WHEREAS**, Special Directive 20-07: Misdemeanor Case Management, lists numerous misdemeanor charges that will be declined or dismissed before arraignment and without conditions unless “exceptions” or “factors for consideration” exist. These misdemeanor charges include trespassing, disturbing the peace, criminal threats, drinking in public, drug and paraphernalia possession, under the influence of controlled substance in public, public intoxication, resisting arrest, driving without a valid license or with a suspended license, minor in possession of alcohol, loitering, and loitering to commit prostitution; and

**WHEREAS**, Special Directive 20-08: Sentencing Enhancements/Allegations eliminates several sentence enhancements, including the Three Strikes Law, gang enhancements, and violations of bail; and

**WHEREAS**, some of the Special Directives issued by Los Angeles County District Attorney George Gascón contradict state laws that were enacted through the state legislature as well as the legislative ballot initiative process to prevent and prosecute crime and protect the general public; and

**WHEREAS**, policies that aim to restructure or amend prosecutorial directives need to be consistent with state law and issued with reasonable intent and priority to enhance public safety and protect the general public and victims’ rights.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Pico Rivera as follows:

**SECTION 1.** The City Council of the City of Pico Rivera expresses a vote of no confidence in Los Angeles County District Attorney George Gascón and hereby directs

staff to transmit the resolution to applicable and interested offices and organizations.

**SECTION 2.** That Los Angeles County District Attorney George Gascón rescind Special Directives 20-06, 20-07, and 20-08.

**SECTION 3.** The City Council of the City of Pico Rivera insists that Los Angeles County District Attorney George Gascón uphold the laws of the state, whether they were established by the state legislature or the voters of this state, and demands no Special Directives be issued by Los Angeles County District Attorney George Gascón which contradict these laws.

**SECTION 4.** The City Clerk shall attest to the passage of this resolution and it shall thereupon be in full force and effect.

**APPROVED AND PASSED** this 13th day of April, 2021.

\_\_\_\_\_  
Raul Elias, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Anna M. Jerome, City Clerk

\_\_\_\_\_  
Arnold M. Alvarez-Glasman, City Attorney

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**

Special Directives (SD) 20-06 through 20-14

*SD 20-06: Pretrial Release Policy*

SD 20-06 sets forth new policies and protocols on pretrial release and the use of cash bail. The SD prohibits Deputy District Attorneys (DDAs) from requesting cash bail for any misdemeanor, non-serious felony, or non-violent felony offense. If cash bail is requested for other offenses, DDAs must recommend cash bail amounts that are aligned with the accused's ability to pay. Furthermore, bail and/or pretrial detention may only be considered if there are no other options to protect public safety and reasonably ensure the defendant's return to court. Additionally, DDAs shall not object to the release of anyone currently incarcerated in Los Angeles County on cash bail who would be eligible for release under this SD.

*SD 20-07: Misdemeanor Case Management*

SD 20-07 states that the following misdemeanor charges shall be declined or dismissed before arraignment and without conditions unless exceptions or factors for consideration exist: trespassing, disturbing the peace, driving without a valid license, driving on a suspended license, criminal threats, drug and paraphernalia possession, minor in possession of alcohol, drinking in public, under the influence of a controlled substance, public intoxication, loitering, loitering to commit prosecution, and resisting arrest. Exceptions and factors for consideration include repeat offenders in the preceding 24 months. However, some misdemeanors listed do not have exceptions or factors of consideration identified.

*SD 20-08: Sentencing Enhancements/Allegations*

SD 20-08 states that the following sentence enhancements or sentencing allegations shall not be filed in any cases and shall be withdrawn in pending matters: any prior strike enhancements, including the Three Strikes Law; STEP Act enhancements (also known as gang enhancements); violations of bail; and firearm allegations. This directive was further amended to state that DDAs may pursue the following allegations, enhancements, and alternative sentencing schemes: hate crime, elder and dependent adult abuse, child physical abuse, child and adult sexual abuse, human sex trafficking, and financial crimes.

*SD 20-09 Youth Justice*

SD 20-09 implements policies for crimes involving youth. Pursuant to this SD, youth accused of misdemeanors will not be prosecuted. If necessary and appropriate, youth accused of misdemeanor offenses and low-level felonies will be referred to pre-filing,

community-based diversion programs. Youth will not be charged for crimes involving property damage or minor altercations with group home staff, foster parents, and/or other youth if the youth's behaviors can reasonably be related to the child's mental health or trauma history. The SD also provides that filings will generally consist of the lowest potential code section that corresponds to the alleged conduct and mandate one count per incident. Furthermore, youth will not be sent to the adult court system and enhancements shall not be filed on youth petitions.

#### *SD 20-10 Habeas Corpus Litigation Unit*

SD 20-10 establishes policies regarding the Habeas Corpus Litigation (HABLIT) Unit's review of non-capital cases. This SD is specific to a legal petition brought by detained or imprisoned inmates to challenge the constitutionality of the conviction and/or sentencing conditions.

#### *SD 20-11 Death Penalty Policy*

SD 20-11 provides that the DA's Office will not seek the death penalty in any case charged on or after December 8, 2020. The DA's Office will also not defend any existing death sentences and will engage in a thorough review of every existing death penalty judgment from Los Angeles County.

#### *SD 20-12 Victim Services*

SD 20-12 establishes policies related to services currently provided by the Bureau of Victim Services (BVS). These new policies include the following: (1) BVS will contact all victims of violent crime within 24 hours of receiving notification; (2) BVS will contact the families of individuals killed by law enforcement and provide support services; (3) BVS will support survivors and all others harmed by violence and crime regardless of immigration status, reporting, cooperation, or documentation; (4) BVS will establish a Victim Emergency Fund; and (5) BVS will not require cooperation as a condition of offering services.

#### *SD 20-13 Conviction Integrity Unit*

SD 20-13 establishes policies regarding the Conviction Integrity Unit (CIU). These policies relate to case review criteria, access to discovery, investigations in claims of wrongful conviction, and case resolution. This SD also provides that the CIU shall develop and maintain a database to track errors and other causes of wrongful convictions uncovered in the course of its case reviews. Pursuant to this SD, the database will track

official misconduct, including the names of law enforcement officers found to have committed misconduct or whose testimony has otherwise been proven to be unreliable.

*SD 20-14 Resentencing*

SD 20-14 provides that the DA's Office will seek to review and remediate every sentence that does not comport with the new Sentencing Enhancement and Juvenile Policies. The DA's Office specifically commits to an expedited review of the following categories of cases: (1) Those who have already served 15 years or more; (2) Those who are currently 60 years of age or older; (3) Those who are at increased risk of COVID-19; (4) Those who have been recommended for resentencing by the California Department of Corrections and Rehabilitation; (5) Those who are criminalized survivors; and (6) Those who were 17 years of age or younger at the time of the offense and were prosecuted as an adult.

**ORDINANCES AND RESOLUTIONS****City Council  
March 23, 2021**

**TO:** Mayor and City Council

**FROM:** Jeff Boynton, City Manager

**ORIGINATED BY:** Anne Haraksin, Assistant City Manager

**SUBJECT: RESOLUTION NO. 21-10 AFFIRMING A VOTE OF NO CONFIDENCE FOR LOS ANGELES COUNTY DISTRICT ATTORNEY GEORGE GASCON**

**BACKGROUND**

At the March 9, 2021 meeting, members of City Council requested an item proposing a vote of no confidence for Los Angeles County District Attorney George Gascon (DA Gascon) be placed on an agenda for consideration.

On December 7, 2020, DA Gascon announced a series of Special Directives (SDs) to reform criminal prosecutions in Los Angeles County. Specifically, DA Gascon released the following nine SDs that went into effect on December 8, 2020: (1) Pretrial Release Policy (SD 20-06); (2) Misdemeanor Case Management (SD 20-07); (3) Sentencing Enhancements/Allegations (SD 20-08); (4) Youth Justice (SD 20-09); (5) Habeas Corpus Litigation Unit (SD 20-10); (6) Death Penalty Policy (SD 20-11); (7) Victim Services (SD 20-12); (8) Conviction Integrity Unit (SD 20-13); and (9) Resentencing (SD 20-14).

**FINDINGS**

SD 20-06 sets forth new policies and protocols on pretrial release and the use of cash bail. The SD prohibits Deputy District Attorneys (DDAs) from requesting cash bail for any misdemeanor, non-serious felony, or non-violent felony offense. If cash bail is requested for other offenses, DDAs must recommend cash bail amounts that are aligned with the accused's ability to pay. Furthermore, bail and/or pretrial detention may only be considered if there are no other options to protect public safety and reasonably ensure the defendant's return to court. Additionally, DDAs shall not object to the release of anyone currently incarcerated in Los Angeles County on cash bail who would be eligible for release under this SD.

SD 20-07 states that the following misdemeanor charges shall be declined or dismissed before arraignment and without conditions unless exceptions or factors for consideration exist: trespassing, disturbing the peace, driving without a valid license, driving on a suspended license, criminal threats, drug and paraphernalia possession, minor in possession of alcohol, drinking in public, under the influence of a controlled substance,

public intoxication, loitering, loitering to commit prosecution, and resisting arrest. Exceptions and factors for consideration include repeat offenders in the preceding 24 months. However, some misdemeanors listed do not have exceptions or factors of consideration identified.

SD 20-08 states that the following sentence enhancements or sentencing allegations shall not be filed in any cases and shall be withdrawn in pending matters: any prior strike enhancements, including the Three Strikes Law; STEP Act enhancements (also known as gang enhancements); violations of bail; and firearm allegations.

Amendments 20-08.1 and 20-08.2 were issued on December 15, 2020 and December 18, 2020, to make further clarification of SD 20-08. The amendments state that DDAs may pursue the following allegations, enhancements, and alternative sentencing schemes: hate crime, elder and dependent adult abuse, child physical abuse, child and adult sexual abuse, human sex trafficking, and financial crimes.

SD 20-09 implements policies for crimes involving youth. Pursuant to this SD, youth accused of misdemeanors will not be prosecuted. If necessary and appropriate, youth accused of misdemeanor offenses and low-level felonies will be referred to pre-filing, community-based diversion programs. Youth will not be charged for crimes involving property damage or minor altercations with group home staff, foster parents, and/or other youth if the youth's behaviors can reasonably be related to the child's mental health or trauma history. The SD also provides that filings will generally consist of the lowest potential code section that corresponds to the alleged conduct and mandate one count per incident. Furthermore, youth will not be sent to the adult court system and enhancements shall not be filed on youth petitions.

SD 20-10 establishes policies regarding the Habeas Corpus Litigation (HABLIT) Unit's review of non-capital cases. This SD is specific to the HABLIT Unit and does not appear to be relevant to the City.

SD 20-11 provides that the DA's Office will not seek the death penalty in any case charged on or after December 8, 2020. The DA's Office will also not defend any existing death sentences and will engage in a thorough review of every existing death penalty judgment from Los Angeles County.

SD 20-12 establishes policies related to services currently provided by the Bureau of Victim Services (BVS). These new policies include the following: (1) BVS will contact all victims of violent crime within 24 hours of receiving notification; (2) BVS will contact the families of individuals killed by law enforcement and provide support services; (3) BVS will support survivors and all others harmed by violence and crime regardless of immigration status, reporting, cooperation, or documentation; (4) BVS will establish a Victim Emergency Fund; and (5) BVS will not require cooperation as a condition of offering services.

SD 20-13 establishes policies regarding the Conviction Integrity Unit (CIU). These policies relate to case review criteria, access to discovery, investigations in claims of wrongful conviction, and case resolution. This SD also provides that the CIU shall develop and maintain a database to track errors and other causes of wrongful convictions uncovered in the course of its case reviews. Pursuant to this SD, the database will track official misconduct, including the names of law enforcement officers found to have committed misconduct or whose testimony has otherwise been proven to be unreliable.

SD 20-14 provides that the DA's Office will seek to review and remediate every sentence that does not comport with the new Sentencing Enhancement and Juvenile Policies. The DA's Office specifically commits to an expedited review of the following categories of cases: (1) Those who have already served 15 years or more; (2) Those who are currently 60 years of age or older; (3) Those who are at increased risk of COVID-19; (4) Those who have been recommended for resentencing by the California Department of Corrections and Rehabilitation; (5) Those who are criminalized survivors; and (6) Those who were 17 years of age or younger at the time of the offense and were prosecuted as an adult.

SD 20-06, 20-07, and 20-08 have been identified as having a potential immediate and detrimental impact to public safety. These SDs will result in arrests and citations that do not lead to charges and prosecutions, including many misdemeanors and crimes involving youths. There will also be a sharp increase in the number of non-bail defendants that do not appear to face prosecution.

The DA's Office has a legal and ethical responsibility to execute laws by voters or the legislature that are intended to protect the public and uphold prosecutorial policies. However, the SDs unilaterally issued by District Attorney George Gascon undermine the legislative and ballot process and risk safety of the general public. The proposed resolution would take a stance and affirm a vote of no confidence for Los Angeles County District Attorney George Gascon.

### **RECOMMENDED ACTION**

It is recommended the City Council adopt Resolution No. 21-10 affirming a vote of no confidence for Los Angeles County District Attorney George Gascon.

## RESOLUTION NO. 21-10

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MIRADA AFFIRMING A VOTE OF NO CONFIDENCE FOR LOS ANGELES COUNTY DISTRICT ATTORNEY GEORGE GASCON

#### A. Recitals.

- (i) The City of La Mirada values and places the highest priority on public safety and protecting its community.
- (ii) Los Angeles County District Attorney George Gascon unilaterally issued a series of Special Directives in December 2020, including Special Directives 20-06, 20-07, and 20-08.
- (iii) Special Directive 20-06 eliminates cash bail for any misdemeanor, non-serious felony, or non-violent felony offense.
- (iv) Special Directive 20-07 declines or dismisses several misdemeanor charges, including trespassing, disturbing the peace, criminal threats, drug and paraphernalia possession, under the influence of a controlled substance, public intoxication, and resisting arrest.
- (v) Special Directive 20-08 eliminates several sentence enhancements, including the Three Strikes Law, gang enhancements, and violations of bail.
- (vi) Some of the Special Directives issued by Los Angeles County District Attorney George Gascon violate state law, which were enacted through the legislative or ballot initiative process to prevent and prosecute crime and protect the general public.
- (vii) The Special Directives listed in this resolution undermine the legislative and ballot initiative process and risk safety of the general public.
- (viii) It is of the utmost importance for the City of La Mirada that policies aim to restructure or amend prosecutorial directives are consistent with state law and issued with reasonable intent and priority to enhance public safety and protect the general public and victims' rights.

#### B. Resolution.

**NOW THEREFORE**, the City Council of the City of La Mirada hereby finds and resolves as follows:

1. The facts set forth in the Recitals, above, are true and correct.

2. The City of La Mirada affirms a vote of no confidence in Los Angeles County District Attorney George Gascon and hereby directs staff to transmit said resolution to applicable and interested offices and organizations.
3. The City Clerk shall certify to the adoption of this Resolution.

**PASSED, APPROVED AND ADOPTED** this 23<sup>rd</sup> day of March 2021.

---

John Lewis, Mayor

Attest:

I, Anne Haraksin, City Clerk of the City of La Mirada, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of La Mirada held on the 23<sup>rd</sup> day of March, 2021, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

Anne Haraksin, City Clerk

RESOLUTION NO. 2021-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITTIER EXPRESSING A VOTE OF NO CONFIDENCE IN LOS ANGELES COUNTY DISTRICT ATTORNEY GEORGE GASCÓN

RECITALS

- A. The City of Whittier places a high priority on public safety, and adopted as its first of five strategic goals for the community the goal, "Provide for Public Safety".
- B. The City has a history of supporting legislation and ballot initiatives that increase public safety and protect the community.
- C. Los Angeles County District Attorney George Gascón has issued a series of Special Directives that appear to contradict voter-approved ballot initiatives.
- D. It is important to the Whittier City Council that policies that aim to restructure or amend prosecutorial directives be consistent with state law, and issued with reasonable intent and priority to protect the general public and victims' rights.

THE CITY COUNCIL OF THE CITY OF WHITTIER DOES RESOLVE AS FOLLOWS:

SECTION 1. The above recitals are true and correct and are a substantial part of this resolution.

SECTION 2. The City of Whittier affirms a vote of no confidence in Los Angeles County District Attorney George Gascón and hereby directs staff to transmit this resolution to interested offices and organizations.

SECTION 3. The City Clerk shall certify to passage and adoption thereof.

APPROVED AND ADOPTED this 27<sup>th</sup> day of April 2021.

\_\_\_\_\_  
JOSEPH A. VINATIERI, Mayor

ATTEST:

\_\_\_\_\_  
RIGOBERTO GARCIA JR., City Clerk  
(seal)



## CC Regular Meeting

# AGENDA ITEM REPORT

- Meeting:** CC Regular Meeting - May 04 2021
- Title:** Discussion and Consideration of Resolution CC 2021-47, A Resolution of the City Council of the City of Covina, California, Of a Vote of No Confidence in Los Angeles County District Attorney George Gascón
- Presented By:** Chris Marcarello, City Manager  
Candice K. Lee, City Attorney  
David Povero, Chief of Police
- Recommendation:** That the City Council discuss the Special Directives issued by the Los Angeles County District Attorney's Office, consider adoption of **Resolution CC 2021-47** related to the Directives and provide further direction to staff.

### EXECUTIVE SUMMARY:

At the City Council's April 6, 2021 regular meeting, members of the Council expressed an interest in discussing the Special Directives issued by Los Angeles County District Attorney George Gascón. In researching the matter further, staff learned that some cities in Los Angeles County have adopted resolutions opposing Special Directives 20-06, 20-07 and 20-08, due to their potential for creating an immediate and detrimental impact on public safety. A draft Resolution is attached to this report for consideration by the City Council.

### BACKGROUND:

To date, the District Attorney has issued nine (9) Special Directives since assuming office as follows:

- **Special Directive 20-06: Pretrial Release Policy (Elimination of Cash Bail)**  
Pursuant to this Directive, the District Attorney's Office ("DA's Office") shall not request cash bail for any misdemeanor, non-serious felony or non-violent felony offense. Further, the DA's Office shall not object to the release of anyone currently incarcerated in Los Angeles County on cash bail who would be eligible for release under this Directive.
- **Special Directive 20-07: Misdemeanor Case Management**  
Pursuant to this Directive, the following misdemeanor charges, among others, shall be declined or dismissed before arraignment and without conditions unless specific "exceptions" or "factors for consideration" listed in the Directive apply or the DA's Office seeks a deviation from this policy:
  - Trespassing, Disturbing the Peace, Driving Without a Valid License, Driving on a Suspended License, Criminal Threats, Drugs and Paraphernalia Possession, Minor in Possession of Alcohol, Drinking in Public, Under the Influence of Controlled Substance, Public Intoxication, Loitering, Loitering to Commit Prostitution, and Resisting Arrest.Exceptions and factors for consideration include repeat offenses in the preceding twenty-four months, however, some misdemeanors listed above do not have exceptions or factors for consideration identified.
- **Special Directive 20-08 (clarified and amended by Special Directives 20-08.1 and 20-08.2): Sentencing Enhancements/Allegations**  
Pursuant to this Directive and associated amendments, the following sentencing enhancements and/or sentencing allegations shall not be filed in any cases and shall be withdrawn in pending matters:

- Prior-strike enhancements (including second strikes and any strikes arising from a juvenile adjudication);
- Prop 8, “5 year prior” enhancements, and “3 year prior” enhancements;
- Gang enhancements;
- Special Circumstances allegations resulting in a life without parole sentence; and
- Firearm allegations pursuant to Penal Code § 12022.53.

This Directive was amended to allow the District Attorney’s Office to pursue allegations, enhancements, and/or alternative sentencing schemes in connection with the following crimes: Hate Crime, Elder and Dependent Adult Abuse, Child Physical Abuse, Child and Adult Sexual Abuse, or Human Sex Trafficking, among others.

- **Special Directive 20-09: Youth Justice**

Pursuant to this Directive, the prosecutorial approach for youth offenders is to seek reasonable alternatives to detention and to consider diversion of charges as a default position.

- **Special Directive 20-10: Habeas Corpus Litigation Unit**

This Directive establishes policies regarding the Habeas Corpus Litigation Unit’s investigation of claims brought forward in a petition for a writ of habeas corpus and review of past cases for consideration of resentencing or vacating convictions.

- **Special Directive 20-11: Death Penalty Policy**

This Directive orders the District Attorney’s Office to stop seeking the death penalty, to no longer defend any existing death sentences and to refuse to seek an execution date for individuals already sentenced to death.

- **Special Directive 20-12: Victim Services**

This Directive establishes policies for how the Bureau of Victim Services (“BVS”) handles cases, including requiring BVS to support of all survivors, regardless of cooperation level and reporting actions, among others.

- **Special Directive 20-13: Conviction Integrity Unit**

This Directive establishes policies for the Bureau of Prosecution Support Operations’ Conviction Integrity Unit, including the collection and analyzing of data regarding the causes of convictions and maintaining transparency throughout the review process including providing regular reports on findings of such reviews to the public.

- **Special Directive 20-14: Resentencing**

This Directive orders the District Attorney’s Office to review and remediate every sentence that does not comport with the new Sentencing Enhancement and Juvenile Policies. The Directive provides that an expedited review will be given to people who have served fifteen (15) years or more of their sentence, among other expedited categories of cases.

Of these directives, Special Directives 20-06, 20-07 and 20-08 have been identified as having a potential immediate and detrimental impact on public safety.

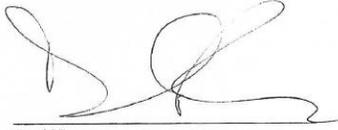
**ATTACHMENTS:**

[Attachment A - Resolution CC 2021-47](#)

Respectfully submitted,

  
Chris Marcarello  
City Manager

  
Candice K. Lee  
City Attorney

  
David Povero  
Chief of Police

**RESOLUTION CC 2021-47**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, OF A VOTE OF NO CONFIDENCE IN LOS ANGELES COUNTY DISTRICT ATTORNEY GEORGE GASCÓN**

**WHEREAS**, the City of Covina, California, values and places the highest priority on public safety and protecting its community; and

**WHEREAS**, the City of Covina, California, has a history of supporting public safety policies that prevent and reduce criminal activity in the community; and

**WHEREAS**, Los Angeles County District Attorney George Gascón unilaterally issued a series of Special Directives in December 2020, including Special Directives 20-06, 20-07, and 20-08; and

**WHEREAS**, Special Directive 20-06 eliminates cash bail for any misdemeanor, non-serious felony, or non-violent felony offense; and

**WHEREAS**, Special Directive 20-07 generally requires the declination or dismissal of many misdemeanor charges, including trespassing, disturbing the peace, criminal threats, drug and paraphernalia possession, under the influence of controlled substance, public intoxication, and resisting arrest; and

**WHEREAS**, Special Directive 20-08 eliminates several sentence enhancements, including the “3 year prior” enhancements, gang enhancements, and prior-strike enhancements; and

**WHEREAS**, some of the Special Directives issued by Los Angeles County District Attorney George Gascón contradict state laws, which were enacted through the legislative or ballot initiative process to prevent and prosecute crime and protect the general public; and

**WHEREAS**, the Special Directives listed in this Resolution undermine the legislative and ballot initiative process and risk the safety of the general public; and

**WHEREAS**, policies that aim to restructure or amend prosecutorial directives need to be consistent with state law and issued with reasonable intent and priority to enhance public safety and protect the general public and victims’ rights.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1.** The City Council of the City of Covina affirms a vote of no confidence in Los Angeles County District Attorney George Gascón and hereby directs staff to transmit said Resolution to applicable and interested offices and organizations.

**SECTION 2.** The City Council of the City of Covina insists that the Los Angeles County District Attorney uphold the laws of the State, whether established by the State Legislature or voters of the State, and that no Special Directives be issued that contradict these laws.

**SECTION 3.** The City Clerk shall certify to the passage and adoption of this Resolution and shall enter the same in the Book of Original Resolutions.

**APPROVED** and **PASSED** this 4<sup>th</sup> day of May, 2021.

City of Covina, California

BY: \_\_\_\_\_  
JORGE A. MARQUEZ, Mayor

ATTEST:

\_\_\_\_\_  
GEORGIANNA NICOLE ALVAREZ  
Chief Deputy City Clerk

**CERTIFICATION**

I, Georgianna Nicole Alvarez, Chief Deputy City Clerk of the City of Covina, do hereby certify that Resolution CC 2021-47 was duly adopted by the City Council of the City of Covina at a regular meeting held on the 4<sup>th</sup> day of May, 2021, by the following vote:

AYES:           COUNCIL MEMBERS:  
NOES:           COUNCIL MEMBERS:  
ABSTAIN:       COUNCIL MEMBERS:  
ABSENT:        COUNCIL MEMBERS:

Dated:

\_\_\_\_\_  
GEORGIANNA NICOLE ALVAREZ  
Chief Deputy City Clerk



# City of Santa Fe Springs

City Council Meeting

May 18, 2021

## **NEW BUSINESS**

### Little Lake Park Bus Stop Improvements - Authorization to Advertise for Construction Bids

#### **RECOMMENDATION**

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

#### **BACKGROUND**

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

The Little Lake Park Bus Stop Improvement project is located adjacent to the Pioneer Boulevard parking lot directly across from St. Pius X Church. The project consists of the removal of the entire bus shelter including block columns, wood seat bench, trash receptacle, and damaged concrete. The Contractor will furnish and install a new metal bus bench, metal trash receptacle and construct a new concrete bus bench pad and adjacent sidewalk.

The construction cost estimate for the Little Lake Park Bus Stop Improvements project is \$18,200. The total estimated project cost including construction, design, engineering and inspection, and contingency is \$25,200. The estimate is from the most current costs of similar projects in the area. The total project costs are as follows:

<b><u>ITEM</u></b>	<b><u>BUDGET</u></b>
Construction	\$ 18,200.00
Design	\$ 1,000.00
Engineering	\$ 1,500.00
Inspection	\$ 2,500.00
Contingency	\$ 2,000.00
Total Project Cost	\$ <u>25,200.00</u>

The project Plans and Specifications are complete, and the Public Works Department is ready to advertise for the construction bids for this project, upon City Council approval. A copy of the project specifications will be on file with the City Clerk.

#### **FISCAL IMPACT**

The Little Lake Park Bus Stop Improvements Project is an approved California Natural Resources Agency grant funded project with an original budget of \$20,200. Staff may recommend an appropriation of funds at the time of Award of Contract if necessary.

Report Submitted By: Noe Negrete  
Director of Public Works

Date of Report: May 13, 2021

**INFRASTRUCTURE IMPACT**

The Little Lake Park Bus Stop Improvements projects will improve the structural condition and reduce maintenance costs for the existing bus stop at Little Lake Park. In addition, the Little Lake Park Bus Stop improvement project will improve the aesthetic look of exterior infrastructures for the bus stop at Little Lake Park.



Raymond R. Cruz  
City Manager

**Attachment:**

None



# City of Santa Fe Springs

City Council Meeting

ITEM NO. 23A

May 18, 2021

## **PRESENTATION**

Proclamation- Proclaiming May 9-15, 2021, as "Law Enforcement Week"

### **RECOMMENDATION**

The Mayor may wish to call upon Dino Torres, Director of Police Services, to assist with this presentation.

### **BACKGROUND**

In 1962, President Kennedy proclaimed May 15 as National Peace Officers Memorial Day and the calendar week in which May 15 falls, as National Police Week which pay special recognition to those law enforcement officers who have lost their lives in the line of duty for the safety and protection of others.

National Police Week is a collaborative effort of many organizations dedicated to honoring America's law enforcement community. The City of Santa Fe Springs would like to recognize "Law Enforcement Week 2021" and honor the service and sacrifice of those law enforcement officers who have lost their lives in the line of duty while protecting our communities and safeguarding our democracy. Law Enforcement Week and Peace Officers Memorial Day give us an opportunity to honor officers and recognize the sacrifices made in order to protect and serve our communities.

Please join the City of Santa Fe Springs in honoring Law Enforcement Week 2021 by recognizing and appreciating the critical contributions and sacrifices made by our Whittier Police Officers proudly serving Santa Fe Springs. We encourage our community to express their gratitude and appreciation for our law enforcement officers who are all too seldom recognized for their commitment to the safety and well-being of our Santa Fe Springs community.

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

Raymond R. Cruz  
City Manager

### **Attachment:**

"Law Enforcement Week 2021" Proclamation

**WHEREAS**, in 1962, President John F. Kennedy signed the first proclamation recognizing May 15 as Peace Officers Memorial Day and the week in which it falls as National Police Week; and

**WHEREAS**, Whittier Police Officers proudly serving the City of Santa Fe Springs are dedicated to protecting and serving our neighborhoods, schools, and families; and

**WHEREAS**, our community members are encouraged to recognize law enforcement professionals, past and present, for their dedicated service to our communities, and for their faithful devotion to their duty to serve and protect and to put their lives on the line for our safety; and

**WHEREAS**, police officers risk their lives each and every day in order to ensure public safety and enforce the laws of the land; and

**WHEREAS**, the City of Santa Fe Springs values the courage and devotion of our community and local police, as our collective prosperity depends on the integrity with which our law enforcement officers maintain peace and security; and

**WHEREAS**, throughout this week, and especially on Peace Officers Memorial Day, we honor the memory of those heroes who have fallen in the line of duty, and recognize all those who put themselves at risk every day in order to provide a vital public service in safeguarding the rights and freedoms of our citizens.

**NOW, THEREFORE, BE IT RESOLVED** that I, John Mora, Mayor of the City of Santa Fe Springs, do hereby proclaim May 15, 2021 as Peace Officers Memorial Day, and May 9 through May 15 as:

**"Law Enforcement Week 2021"**

in Santa Fe Springs and join in commemorating law enforcement officers, past and present, who by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their community and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

DATED this 18th day of May, 2021.

\_\_\_\_\_  
John Mora, MAYOR

ATTEST:

\_\_\_\_\_  
Janet Martinez, CITY CLERK



# City of Santa Fe Springs

City Council Meeting

ITEM NO. 24

May 18, 2021

## APPOINTMENTS TO COMMITTEES AND COMMISSIONS

<b>Committee</b>	<b>Vacancies</b>	<b>Councilmember</b>
Beautification and Historical	1	Mora
Beautification and Historical	3	Zamora
Beautification and Historical	1	Sarno
Beautification and Historical	2	Rodriguez
Beautification and Historical	1	Trujillo
Family & Human Svcs	1	Mora
Heritage Arts	1	Zamora
Parks & Recreation	3	Zamora
Parks & Recreation	1	Sarno
Parks & Recreation	1	Trujillo
Senior	3	Mora
Senior	3	Zamora
Senior	4	Trujillo
Sister City	5	Zamora
Sister City	3	Sarno
Sister City	3	Rodriguez
Sister City	2	Trujillo
Youth Leadership Committee	2	Mora
Youth Leadership Committee	1	Rodriguez

**Applications Received:** None

**Recent Actions:** None

Raymond R. Cruz  
City Manager

Attachment(s):

1. Prospective Members
2. Committee Lists

## **Prospective Members for Various Committees/Commissions**

### **Beautification and Historical\* (\*pending name change)**

Phillip Gonzalez

### **Family & Human Services**

### **Heritage Arts**

### **Personnel Advisory Board**

### **Parks & Recreation**

Danielle Pavageau

### **Planning Commission**

### **Senior Citizens Advisory**

### **Sister City**

### **Traffic Commission**

### **Youth Leadership**

**BEAUTIFICATION AND HISTORICAL ADVISORY COMMITTEE\***

\*(pending name)

Meets the fourth Wednesday of each month

9:30 a.m., Library Community Room

Qualifications: 18 Years of age, reside or active in the City

Membership: 20 Residents appointed by City Council

Council Liaison: Sarno

**APPOINTED BY**

**NAME**

**TERM EXPIRES  
DEC 31, 2022**

**Mora**

Doris Yarwood  
Guadalupe Placencia  
Irma Huitron  
**Vacant**

**Zamora**

Annette Ramirez  
**Vacant**  
**Vacant**  
**Vacant**

**Sarno**

Jeannette Lizarraga  
Mary Arias  
Linda Vallejo  
**Vacant**

**Rodriguez**

**Vacant**

Sally Gaitan

Mark Scoggins

**Vacant**

**Trujillo**

Jacqueline Martinez  
Kay Gomez  
**Vacant**  
Merrie Hathaway

# FAMILY & HUMAN SERVICES ADVISORY COMMITTEE

Meets the third Wednesday of the month, except Jun., Sept., and Dec., at 5:45 p.m.,  
Gus Velasco Neighborhood Center

Qualifications: 18 Years of age, reside or active in the City

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

Council Liaison:     Rodriguez

<b>APPOINTED BY</b>	<b>NAME</b>	<b>TERM EXPIRES</b>
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<b>Mora</b>	Martha Villanueva* <b>Vacant</b> Miriam Herrera	<b>DEC 31, 2022</b>
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<b>Zamora</b>	Gaby Garcia Christina J. Colon Gilbert Aguirre	
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<b>Sarno</b>	Dolores Duran Janie Aguirre Peggy Radoumis	
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<b>Rodriguez</b>		Shamsher Bhandari	
		Elena Lopez	
		Hilda Zamora	

<b>Trujillo</b>	Dolores Romero Laurie Rios* Bonnie Fox	
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**Organizational Representatives:**   Nancy Stowe  
(Up to 5)                                    Evelyn Castro-Guillen  
  Elvia Torres  
  (SPIRITT Family Services)

*\*Indicates person currently serves on three committees*

# HERITAGE ARTS ADVISORY COMMITTEE

Meets the Last Tuesday of the month, except Dec., at 9:00 a.m., at the Gus Velasco Neighborhood Center Room 1

Qualifications: 18 Years of age, reside or active in the City

Membership:           9 Voting Members  
                               6 Non-Voting Members

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
Mora	Maria Salazar-Jaramillo	
Zamora	Vacant	
Sarno	William K. Rounds	
Rodriguez	Francis Carbajal*	
Trujillo	Laurie Rios*	

## Committee Representatives

Family and Human Services Committee	Vacant	
Beautification and Historical Committee	Sally Gaitan	
Planning Commission	Gabriel Jimenez	
Chamber of Commerce	Debbie Baker	

## Council/Staff Representatives

Council Liaison	Annette Rodriguez	
Council Alternate	Vacant	
City Manager	Ray Cruz	
Director of Community Services	Maricela Balderas	
Director of Planning	Wayne Morrell	

*\*Indicates person currently serves on three committees*

# PARKS & RECREATION ADVISORY COMMITTEE

Meets the First Wednesday of the month, except Jul., Aug., and Dec., 7:00 p.m.,  
Town Center Hall, Meeting Room #1

Subcommittee Meets at 6:00 p.m.

Qualifications: 18 Years of age, reside or active in the City

Membership: 25

Council Liaison: Mora

<b>APPOINTED BY</b>	<b>NAME</b>	<b>TERM EXPIRES</b>
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**DEC 31, 2022**

<b>Mora</b>	Joe Avila Eddie Barrios William Logan Ralph Aranda Kurt Hamra	
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<b>Zamora</b>	Gina Hernandez Blake Carter <b>Vacant</b> <b>Vacant</b> <b>Vacant</b>	
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<b>Sarno</b>	Kenneth Arnold Mary Anderson Jeannette Lizarraga <b>Vacant</b> Mark Scoggins	
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<b>Rodriguez</b>	Kayla Perez Priscilla Rodriguez Lisa Garcia Sylvia Perez David Diaz-Infante	

<b>Trujillo</b>	Dolores Romero Andrea Lopez Elizabeth Ford Nancy Krueger <b>Vacant</b>	
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*\*Indicates person currently serves on three committees*

# PERSONNEL ADVISORY BOARD

Meets Quarterly on an As-Needed Basis

Membership: 5 (2 Appointed by City Council, 1 by Personnel Board, 1 by Firemen's Association, 1 by Employees' Association)

Terms: Four Years

<b>APPOINTED BY</b>	<b>NAME</b>	<b>TERM EXPIRES DEC 31, 2022</b>
<b>Council</b>	Angel Munoz Ron Biggs	
<b>Personnel Advisory Board</b>	Neal Welland	
<b>Firemen's Association</b>	Jim De Silva	
<b>Employees' Association</b>	Johnny Hernandez	

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# PLANNING COMMISSION

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

Qualifications: 18 Years of age, reside or active in the City

Membership: 5

## APPOINTED BY

## NAME

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Mora	Ken Arnold
Sarno	Johnny Hernandez
Rodriguez	Francis Carbajal*
Trujillo	William K. Rounds
Zamora	Gabriel Jimenez

# SENIOR ADVISORY COMMITTEE

Meets the Second Tuesday of the month, except Jun., Sep., and Dec., at 9:30 a.m.,  
Gus Velasco Neighborhood Center

Qualifications: 18 Years of age, reside or active in the City

Membership: 25

Council Liaison: Sarno

APPOINTED BY	NAME	TERM EXPIRES
<b>Mora</b>	Paul Nakamura	<b>DEC 31, 2022</b>
	Astrid Shesterkin	
	<b>Vacant</b>	
	<b>Vacant</b>	
	<b>Vacant</b>	
<b>Zamora</b>	<b>Vacant</b>	
	Elena Lopez Armendariz	
	Josefina Lara	
	<b>Vacant</b>	
	<b>Vacant</b>	
<b>Sarno</b>	Sally Gaitan	
	Bonnie Fox	
	Gilbert Aguirre	
	Lorena Huitron	
	Janie Aguirre	
<b>Rodriguez</b>	Yoko Nakamura	
	Linda Vallejo	
	Hilda Zamora	
	Martha Villanueva*	
	Nancy Krueger	
<b>Trujillo</b>	Dolores Duran	
	<b>Vacant</b>	

*\*Indicates person currently serves on three committees*

# SISTER CITY COMMITTEE

Meets the First Monday of every month, except Dec., at 6:45 p.m., Town Center Hall, Mtg. Room #1. If the regular meeting date falls on a holiday, the meeting is held on the second Monday of the month.

Qualifications: 18 Years of age, reside or active in the City

Membership: 25

Council Liaison: Mora

APPOINTED BY	NAME	TERM EXPIRES
<b>Mora</b>	Martha Villanueva*	<b>DEC 31, 2022</b>
	Doris Yarwood	
	Laurie Rios*	
	Peggy Radoumis	
	Francis Carbajal*	
<b>Zamora</b>	<b>Vacant</b>	
	<b>Vacant</b>	
<b>Sarno</b>	Manny Zevallos	
	<b>Vacant</b>	
	Jacqueline Martinez	
	<b>Vacant</b>	
	<b>Vacant</b>	
<b>Rodriguez</b>	Jeannette Wolfe	
	Shamsher Bhandari	
	<b>Vacant</b>	
	<b>Vacant</b>	
	<b>Vacant</b>	
<b>Trujillo</b>	Charlotte Zevallos	
	Andrea Lopez	
	<b>Vacant</b>	
	Marcella Obregon	
	<b>Vacant</b>	

*\*Indicates person currently serves on three committees*

# TRAFFIC COMMISSION

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

Membership: 5

Qualifications: 18 Years of age, reside or active in the City

## APPOINTED BY

## NAME

Mora

Bryan Collins

Sarno

Johana Coca

Rodriguez

Felix Miranda

Trujillo

Linda Vallejo

Zamora

Christina J. Colon

# YOUTH LEADERSHIP COMMITTEE

Meets the First Monday of every month, at 6:30 p.m., Gus Velasco Neighborhood Center

Qualifications: Ages 13-18, reside in Santa Fe Springs

Membership: 20

Council Liaison: Zamora

APPOINTED BY	NAME	TERM EXPIRES
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**DEC 31, 2022**

<b>Mora</b>	Kharisma Ruiz Jilliana Casillas <b>Vacant</b> <b>Vacant</b>
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<b>Zamora</b>	Joseph Casillas Savanna Aguayo Valerie Melendez Christian Zamora
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<b>Sarno</b>	Abraham Walters Aaron D. Doss Valerie Bojorquez Maya Mercado-Garcia
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<b>Rodriguez</b>	Jasmine Rodriguez	
	Angelique Duque	
	Felix Miranda Jr.	
	<b>Vacant</b>	

<b>Trujillo</b>	Bernardo Landin Isaac Aguilar Andrew Bojorquez Alan Avalos
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