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

TUESDAY, JUNE 4, 2024
AT 6:00 P.M.

CITY HALL COUNCIL CHAMBERS
11710 TELEGRAPH ROAD
SANTA FE SPRINGS, CA 90670

CITY COUNCIL

Jay Sarno, Mayor
William K. Rounds, Mayor Pro Tem
Juanita Martin, Councilmember
Annette Rodriguez, Councilmember
Joe Angel Zamora, Councilmember

CITY MANAGER
René Bobadilla, P.E.

CITY ATTORNEY
Ivy M. Tsai

CITY STAFF

Assistant City Manager	Nicholas Razo
Fire Chief	Chad Van Meeteren
Police Chief	Aviv Bar
Director of Community Services	Maricela Balderas
Director of Finance	Lana Dich
Director of Parks & Recreation	Gus Hernandez
Director of Community Development	Cuong H. Nguyen
Director of Police Services	Dino Torres
Director of Public Works	James Enriquez

NOTICES

This City Council Meeting ("Council") will be held in person and will meet at City Hall – City Council Chambers, 11710 E. Telegraph Road, Santa Fe Springs, California. The meeting will be live streamed on the City's YouTube Channel and can be accessed on the City's website via the following link:
https://santafesprings.org/city_council/city_council_meetings/index.php

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.

SB 1439: Effective January 1, 2023, City Council Members are subject to SB 1439 and cannot participate in certain decisions for a year after accepting campaign contributions of more than $250 from an interested person. The Council Member would need to disclose the donation and abstain from voting.

Public Comments: 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 on the day of the meeting, please fill out a speaker card provided at the door and submit it to City Clerk staff. You may also submit comments in writing by sending them to the City Clerk's Office at cityclerk@santafesprings.org. All written comments received by 12:00 p.m. the day of the City Council Meeting will be distributed to the City Council and made a part of the official record of the meeting. Written comments will not be read at the meeting, only the name of the person submitting the comment will be announced. Pursuant to provisions of the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future City Council meeting.

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

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

INTRODUCTIONS

PRESENTATIONS

1. "THE BEST OF SFS" (COMMUNITY SERVICES)

2. EVERY 15 MINUTES PROGRAM (PARKS & RECREATION)

3. PROCLAIMING THE MONTH OF JULY 2024 AS PARKS & RECREATION MONTH (PARKS & RECREATION)

CHANGES TO AGENDA

PUBLIC COMMENTS ON NON-AGENDA & NON-PUBLIC HEARING AGENDA ITEMS

At this time, the general public may address the City Council on both non-agenda *and* non-public hearing agenda items. Comments relating to public hearing items will be heard during the public hearing. Please be aware that the maximum time allotted for members of the public to speak shall not exceed three (3) minutes per speaker. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the City Council.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

PUBLIC FINANCING AUTHORITY, WATER UTILITY AUTHORITY, HOUSING SUCCESSOR, SUCCESSOR AGENCY, AND CITY COUNCIL AGENDA

PUBLIC HEARING – NONE

OLD BUSINESS – NONE

REGULAR BUSINESS

4. ADOPT RESOLUTION NO. 9915 APPROVING AND ADOPTING THE FISCAL YEAR 2024-25 OPERATING BUDGET (FINANCE)

RECOMMENDATION: It is recommended that the City Council:

1) Adopt the FY 2024-25 Proposed Budget for the City, Water Utility Authority, Successor Agency, and Housing Successor Agency, as detailed in the proposed

budget document and adjusted as discussed in this report (this includes all the forecasted revenue estimates, expenditure allocations, and related transfers);

2) Authorize the carryover of unspent appropriations for vehicles/equipment expenditures, which were not received by June 30, 2025.

5. APPROVAL OF THE MEMORANDUM OF UNDERSTANDING (MOU)/AGREEMENTS BETWEEN THE CITY OF SANTA FE SPRINGS AND THE SANTA FE SPRINGS CITY EMPLOYEES' ASSOCIATION (SFSCEA), THE SANTA FE SPRINGS FIREFIGHTERS ASSOCIATION (SFSFFA), THE SANTA FE SPRINGS MANAGEMENT & CONFIDENTIAL ASSOCIATION (SFSMCA), AND THE SANTA FE SPRINGS EXECUTIVE MANAGEMENT ASSOCIATION (SFSEMA), EFFECTIVE JULY 1, 2024 – JUNE 30, 2027 (CITY MANAGER)

RECOMMENDATION: It is recommended that the City Council:

1) Approve the MOU between the City of Santa Fe Springs and the Santa Fe Springs City Employees' Association (SFSCEA)

2) Approve the MOU between the City of Santa Fe Springs and the Santa Fe Springs Firefighters Association (SFSFFA)

3) Approve the MOU between the City of Santa Fe Springs and the Santa Fe Springs Management & Confidential Association (SFSMCA)

4) Approve the MOU between the City of Santa Fe Springs and the Santa Fe Springs Executive Management Association (SFSEMA)

A. CITY COUNCIL APPOINTMENT REGARDING PERSONNEL ADVISORY BOARD (CITY MANAGER)

RECOMMENDATION: It is recommended that the City Council:

1) Appoint an individual to serve on a personnel advisory board to hear a personnel matter.

2) Take such additional, related action that may be desirable.

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine. Any items a Councilmember wishes to discuss should be designated at this time. All other items may be approved in a single motion. Such approval will also waive the reading of any Ordinance.

PUBLIC FINANCING AUTHORITY

6. MINUTES OF THE MAY 21, 2024 PUBLIC FINANCING AUTHORITY MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Public Financing Authority:

1) Approve the minutes as submitted.

7. MONTHLY REPORT ON THE STATUS OF DEBT INSTRUMENTS ISSUED THROUGH THE CITY OF SANTA FE SPRINGS PUBLIC FINANCING AUTHORITY (PFA) (FINANCE)

RECOMMENDATION: It is recommended that the Public Financing Authority:
1) Receive and file the report.

WATER UTILITY AUTHORITY

8. MINUTES OF THE MAY 21, 2024 WATER UTILITY AUTHORITY MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Water Utility Authority:

1) Approve the minutes as submitted.

9. MONTHLY REPORT ON THE STATUS OF DEBT INSTRUMENTS ISSUED THROUGH THE CITY OF SANTA FE SPRINGS WATER UTILITY AUTHORITY (WUA) (FINANCE)

RECOMMENDATION: It is recommended that the Water Utility Authority:

1) Receive and file the report.

HOUSING SUCCESSOR

10. MINUTES OF THE MAY 21, 2024 HOUSING SUCCESSOR MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Housing Successor:

1) Approve the minutes as submitted.

SUCCESSOR AGENCY

11. MINUTES OF THE MAY 21, 2024 SUCCESSOR AGENCY MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Successor Agency:

1) Approve the minutes as submitted.

CITY COUNCIL

12. MINUTES OF THE MAY 7 AND 21, 2024 SPECIAL AND REGULAR CITY COUNCIL MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the City Council:

1) Approve the minutes as submitted.

13. SECOND READING OF ORDINANCE NO. 1139 TO SET CITY COUNCIL MEETINGS BY RESOUTION AND ADOPTION OF RESOLUTION (CITY ATTORNEY)

RECOMMENDATION: It is recommended that the City Council:

1) Adopt Ordinance No. 1139:

   AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS AMENDING SECTION 30.15 OF CHAPTER 30 OF TITLE III (ADMINISTRATION) OF THE SANTA FE SPRINGS MUNICIPAL CODE RELATING TO CITY COUNCIL MEETINGS

2) Adopt Resolution No. 9916:

   A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS ESTABLISHING A CITY COUNCIL MEETING SCHEDULE THROUGH CALENDAR YEAR 2024

3) Take such additional, related action that may be desirable.

14. ORDINANCE NO. 1140 AMENDING SECTION 38.21 OF THE CODE OF SANTA FE SPRINGS RELATING TO THE DRAWING OF WARRANTS (CITY ATTORNEY)

RECOMMENDATION: It is recommended that the City Council:

1) Read by title only, and waive further reading, Ordinance No. 1140:

   AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS AMENDING SECTION 38.21 OF CHAPTER 38 OF TITLE III (ADMINISTRATION) OF THE SANTA FE SPRINGS MUNICIPAL CODE RELATING TO THE DRAWING OF WARRANTS

2) Take such additional, related action that may be desirable.

15. ORDINANCE NO. 1141 RELATING TO COUNCIL COMPENSATION (CITY ATTORNEY)

RECOMMENDATION: It is recommended that the City Council:

1) Read by title only, and waive further reading, Ordinance No. 1141:

AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS AMENDING SECTION 30.03 OF CHAPTER 30 OF TITLE iii (ADMINISTRATION) OF THE SANTA FE SPRINGS MUNICIPAL CODE RELATING TO COUNCIL COMPENSATION

2) Take such additional, related action that may be desirable.

16. RESOLUTION NO. 9917 ESTABLISHING CERTAIN CITY COUNCIL BENEFITS (CITY ATTORNEY)

RECOMMENDATION: It is recommended that the City Council:

1) Adopt Resolution No. 9917:

   A RESOLUTON OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS ESTABLISHING CERTAIN CITY COUNCIL BENEFITS

2) Take such additional, related action that may be desirable.

17. SECOND AMENDMENT TO EMPLOYMENT AGREEMENT WITH CITY MANAGER (CITY ATTORNEY)

RECOMMENDATION: It is recommended that the City Council:

1) Approve the Second Amendment to Employment Agreement Between the City of Santa Fe Springs and René Bobadilla.

18. AUTHORIZATION TO ISSUE BLANKET PURCHASE ORDERS/AUTHORIZATION FOR FISCAL YEAR 2024-25 (FINANCE)

RECOMMENDATION: It is recommended that the City Council:

1) Authorize issuing Blanket Purchase Orders/Authorization amounts to various vendors for purchases occurring during Fiscal Year 2024-25.

19. RESOLUTION NO. 9913 – ADOPTION OF ANNUAL APPROPRIATION (GANN) LIMIT FOR FISCAL YEAR 2024-25 (FINANCE)

RECOMMENDATION: It is recommended that the City Council:

1) Adopt Resolution No. 9913 setting the appropriation limit for Fiscal Year 2024-25.

20. IN-KIND SERVICES AGREEMENT WITH THE SOUTHEAST AREA SOCIAL SERVICES FUNDING AUTHORITY (SASSFA) FOR CONGREGATE AND HOMEBOUND MEAL PROGRAMS (COMMUNITY SERVICES)

RECOMMENDATION: It is recommended that the City Council:

1) Approve and authorize the Director of Community Services to execute the In-kind Services Agreement (Agreement) with the Southeast Area Social Services Funding Authority (SASSFA) for congregate and homebound meal programs in FY 2024-2025; and

2) Take such additional, related action that may be desirable.

21. POLICE SERVICES STAGING FACILITY STORM DAMAGE – EMERGENCY REPAIRS UPDATE (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

1) Pursuant to Santa Fe Springs Municipal Code Section 34.23 and California Public Contract Code Section 22050, by a four-fifths vote authorize continuing the repairs without competitive bidding; and

2) Take such additional, related action that may be desirable.

22. APPROVE AN AGREEMENT FOR CATCH BASIN MAINTENANCE WITH RON'S MAINTENANCE, INC. (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

1) Approve an agreement with Ron's Maintenance, Inc., for catch basin inspection and cleaning, for a period of three years with two one-year renewal options for a not-to-exceed annual amount of $109,080.00; and

2) Authorize the City Manager to execute the agreement; and

3) Take such additional, related action that may be desirable.

23. RESOLUTION NO. 9914 – ADOPT COMMERCIAL STREET IMPROVEMENT SLAUSON AVENUE PROJECT FOR ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 FUNDS (FISCAL YEAR 2024/25) (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

1) Adopt Resolution No. 9914 approving the Commercial Street Improvement Slauson Ave (Sorensen Ave to Santa Fe Springs Rd) Project to be partially funded by RMRA, the Road Repair and Accountability Act; and

2) Take such additional, related action that may be desirable.

24. RESOLUTION NO. 9912 OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS WAIVING THE REQUIREMENTS OF CHAPTER 117 (OIL & GAS) OF THE SANTA FE SPRINGS CODE OF ORDINANCES FOR ONE UNLOCATED ABANDONED OIL WELL AT 12300 LAKELAND ROAD, SANTA FE SPRINGS,

CALIFORNIA, AND RELATED ENVIRONMENTAL RELEASE AND INDEMNITY AGREEMENT (COMMUNITY DEVELOPMENT)

RECOMMENDATION: It is recommended that the City Council:

1) Adopt Resolution No. 9912, waiving the requirement of Chapter 117 (Oil & Gas) of the Santa Fe Springs Municipal Code of Ordinance for an unlocated abandoned oil well at 12300 Lakeland Road, Santa Fe Springs, California (APN: 8025-002-026); and

2) Approve the Environmental Release and Indemnity Agreement between the City of Santa Fe Springs and Duke Realty Lakeland Road LP, to indemnify and release the City of Santa Fe Springs from any and all liability associated with the oil and gas wells (API 04-037-16095 and API 04-037-16096), located on property at 12300 Lakeland Road, Santa Fe Springs, California (APN: 8025-002-026); and

3) Authorize the Mayor or designee to execute an Indemnity Agreement between the City of Santa Fe Springs and Duke Realty Lakeland Road LP.

APPOINTMENTS TO BOARDS, COMMITTEES, AND COMMISSIONS

COUNCIL COMMENTS/AB1234 COUNCIL CONFERENCE REPORTING

Council member announcements; requests for future agenda items; conference/meetings reports. Members of the City Council will provide a brief report on meetings attended at the expense of the local agency as required by Government Code Section 53232.3(d).

ADJOURNMENT

I, Fernando N. Muñoz, Deputy City Clerk for the City of Santa Fe Springs hereby certify that a copy of this agenda has been posted no less than 72 hours at the following locations; City's website at www.santafesprings.org; Santa Fe Springs City Hall, 11710 Telegraph Road; Santa Fe Springs City Library, 11700 Telegraph Road; and the Town Center Plaza (Kiosk), 11740 Telegraph Road.

ITEM # 4

CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Lana Dich, Director of Finance and Administrative Services

SUBJECT: **ADOPT RESOLUTION NO. 9915 APPROVING AND ADOPTING THE FISCAL YEAR 2024-25 OPERATING BUDGET**

DATE: June 4, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1) Adopt the FY 2024-25 Proposed Budget for the City, Water Utility Authority, Successor Agency, and Housing Successor Agency, as detailed in the proposed budget document and adjusted as discussed in this report (this includes all the forecasted revenue estimates, expenditure allocations, and related transfers);

2) Authorize the carryover of unspent appropriations for vehicles/equipment expenditures, which were not received by June 30, 2025.

FISCAL IMPACT

The Source and Uses of Funds Summary includes the estimated fiscal impact for each fund and is located in the Detail Proposed Budget document (Attachment A).

BACKGROUND

We are pleased to present the proposed operating budget for the City of Santa Fe Springs for the Fiscal Year ("FY") 2024-25. The operating budget provides the foundation for our work plan and, most importantly, the commitments to our residents and businesses of this community. As a financial document, the budget presents our best assumptions for revenues and expenditures for the upcoming fiscal year. As a policy document, the budget presents our best assumptions for revenues and expenditures for the next year of services. As a policy document, it represents our unwavering commitment to providing resources towards improving the quality of life for our community.

The economic growth is projected to slowdown in 2024 amid increased unemployment and lower inflation. Based on Congressional Budget Office's projections, it is expected that the Federal Reserve will respond by reducing interest rates, starting in beginning of FY2024-25. The economic growth is anticipated to rebound in 2025 and then moderates in later years. Despite the slowdown in inflation, high consumer prices persist.

The City of Santa Fe Springs continues to advance despite economic challenges. Our financial position is the strongest it has been over the last several years, thanks to prudent decisions by the City Council. Although the economic uncertainty remains high due to record inflation, the City's current financial position is stable. Revenues are expected to trend favorably and be within the budget estimates for the year. For the first time since the pandemic, we have included a more optimistic scenario. While hopeful about the revenue trends, staff will continue to monitor our revenues and any adverse fluctuations.

The spending plan for FY 2024-25 focuses on achieving long-term goals– such as, restoring staffing levels to deliver effective services; seeking alternative revenue sources for capital improvement projects; enhancing and modernizing Information Technology (IT) infrastructure and developing a sustainable plan for water utility. The FY 2024-25 proposed operating budget has dedicated resources to begin addressing each challenge in this upcoming fiscal year.

ANALYSIS

FY 2023-24 Year-End Projection

As the end of the fiscal year approaches, we see tentative signs of slowing down inflation and steady growth. General Fund revenues are projected to exceed initial estimates. The Sales Tax revenue is a critical component of our finances as it represents approximately 40% of all our City's General Fund revenues. Sales Tax is projected to surpass last year's record levels.

Additionally, this is the sixth full year of collecting the voter-approved Transaction & Use Tax (Measure Y) and is trending in a positive direction for the City. Measure Y has alleviated some of the financial burdens that have threatened our strong financial position. Even during a global pandemic, Measure Y was a consistent and reliable stream of revenue for our City. The Sales Tax and Measure Y combined represent over 56% of our General Fund revenues.

As such, staff is anticipating ending this current fiscal year with a $7.8 million operating surplus. While this is welcoming news, there are still certain financial challenges we need to address moving forward. Under the direction of the City Council, we established and funded multiple set-aside funds (i.e., Capital Improvement Projects, Unfunded Liability, Economic Contingency, Equipment Replacement, Employee Benefits, Risk Management

Renovation & Replacement and Unassigned Reserves) several years ago to begin addressing some of these challenges. For the past several fiscal years, the City has allocated operating surpluses to these funds and once this fiscal year's financials are completed, staff will provide a recommendation on how to allocate the anticipated surplus to the City Council.

The City's Water Utility fund is anticipated to have an operating deficit of approximately $1.0 million at year end. Over the last several years, there has been a continuing need for Capital Improvement Projects related to the source of water to aid in stabilizing the growing cost of water from outside sources. The cost to have an operating well in both of the City's water zones is expected to exceed $10 million. In addition, the City is facing the aging infrastructure challenges. Investment in infrastructure improvements is expected to be over $150 million. Other options for water supply sources are also being considered, but all come with a capital investment requirement. We are expecting to utilize the Water's Capital Improvement Program reserve to close the fiscal operating deficit gap in this year's budget. Further discussion will be required to identify remedies to our ongoing structural deficit.

FY 2024-25 Proposed Budget Highlights

General Fund

The City Council conducted three budget study sessions on March 28, May 2, 2024, and May 25, 2024, to provide budget directions. Staff has updated the proposed budget accordingly. On May 25, 2024, City staff introduced the proposed FY 2024-25 budget to the City Council and the public. The General Fund is the primary operating fund of the City and accounts for all unrestricted revenue. The proposed General Fund budget is projected to have $2.1 million surplus; which includes $102.8 million in revenues and $100.7 million in expenditures includes fund transfer of $162K to the Renovation & Replacement reserve. Total revenues included $11.2 million derived from the City's program revenue.

The budget includes funding for new equipment, a Class & Compensation Study, new position(s) & position(s) adjustments, newly negotiated labor agreements, additional police contract costs, IT infrastructure improvements, and inflation-driven operational costs.

The following table summarizes the proposed sources and uses for FY 2024-25:

	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25	FY 2024-25 vs. FY 2023-24 Variance $	%
Sources						
Estimated General Revenues	74,505,982	87,650,268	79,150,600	83,740,000	4,589,400	5.8%
Estimated Program Revenues	10,177,727	10,687,106	8,609,100	11,157,000	2,547,900	29.6%
Esitmated One-Time Revenue Source	-	6,530,075	838,500	1,142,050	303,550	36.2%
Transfer from Other Sources	4,014,920	4,627,975	4,668,700	6,779,300	2,110,600	45.2%
Total Sources	88,698,629	109,495,423	93,266,900	102,818,350	9,551,450	10.2%
Uses						
Department Expenditures	67,491,945	71,543,912	82,897,500	99,410,570	16,513,070	19.9%
Non-Recurring Expenditures	1,056,074	1,367,011	4,961,800	-	(4,961,800)	-100.0%
Vehicle/Equipment Acquisition	389,127	3,145,272	838,500	1,142,050	303,550	36.2%
Rennovation & Replacement	-	-	-	-	-	0.0%
Capital Improvement Program Funding	2,800,000	2,800,000	2,800,000	-	(2,800,000)	-100.0%
Total Uses	71,737,146	78,856,195	91,497,800	100,552,620	9,054,820	9.9%
Operating Surplus / (Deficit)	16,961,483	30,639,228	1,769,100	2,265,730	496,630	28.1%
Fund Transfers	(13,800,000)	(25,000,000)	(1,769,100)	(162,000)	1,607,100	-90.8%
Net Surplus / (Deficit)	**$ 3,161,483**	**5,639,228**	**$ -**	**$ 2,103,730**	**$ 2,103,730**	**N/A**

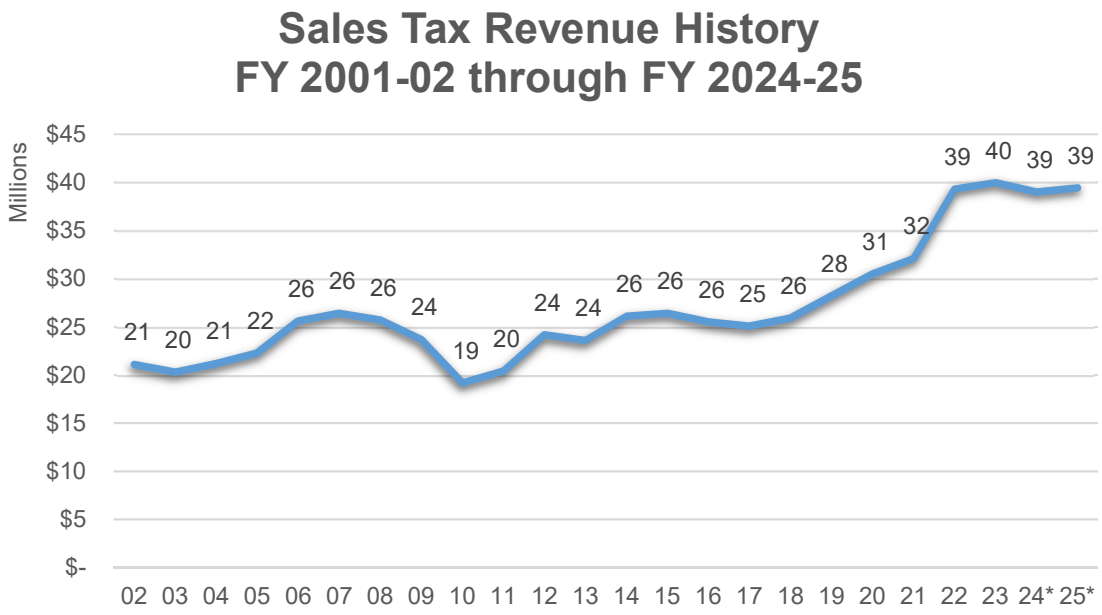
Revenues/Sources (Attachments A and B)

During FY 2024-25, General Fund revenues (not including the Water Utility Fund) are expected to total $102.8 million, which includes a transfer of $1.1 million of one-time use funding from the Vehicle & Equipment Fund. Key increases in revenue are expected from sales tax (3.8%) and the transaction and use tax (12.6%), which is an approximately $3.4 million increase. Additionally, increases are also anticipated in property tax, Utility User's Tax, Vehicle in Lieu taxes, program revenues, and use of other funds.

- Sales Tax Revenue
  - The State of California's Department of Tax and Fee Administration (CDTFA) disburses monies to counties and cities on a quarterly basis with advances paid monthly. Quarterly adjustments are made to reflect the actual funds collected. The Sales Tax is charged by the retailers who sell tangible property in the state. The tax is measured by gross receipts from retail sales at a rate of 10.5%. Effective April 1, 2019 the distribution of the tax of 10.5% is as follows: 8.5% to other governmental agencies and 2.0% to the City of Santa Fe Springs – 1% for Bradley-Burns and 1% for the Transaction & Use Tax (Measure Y).

  - Historically, the City has benefitted greatly from the large business community and the sales tax revenue generated. During the Great Recession, however, the City's revenues were disproportionately impacted by the downturn in the economy. Since then, modest gains have generally

provided for a slow but steady rise. In FY 2014-15, sales tax revenue reached the pre-recession high of $26.4 million, followed by two years of declines to $25.1 million in FY 2016-17 and followed by consistent growth into FY 2018-19 through 2021-22. COVID-19 pandemic-related "shelter-in-place directive issued in March 2020 significantly impacted certain businesses and pushed consumers to buy online. Sales tax received in FY 2022-23 ($39.9 million) was the highest ever recorded and it is anticipated the same for FY 2023-24. For FY 2024-25, the revenue estimate is essentially flat with a reduction to $39.4 million.



- <u>Transactions & Use tax (Measure Y)</u>
  - In November 2018, the City of Santa Fe Springs voters approved a 1% transactions and use tax. The tax became effective April 1, 2019 with the first payment to the City beginning in June 2019. Transaction and use tax is essentially the same as the sales tax except that it is only subject to transactions delivered to customers within the City (i.e. point-of-destination) whereas sales tax applies to transactions originating within the City (i.e. point-of-sale).

  - According to HdL, transactions and use tax generated approximately 44.1% of the Bradley Burns amount during the first quarter, led by a solid performance from general consumer goods. Transactions and use tax continued to trend favorably for the City. Staff anticipates an increase of $2.0 million or 12.6% over the prior year's estimate, at $17.6 million.

- Utility Users' Tax
  - The Utility Users' Tax (UUT) is imposed on every individual or entity using a utility within the City. Utilities subject to the tax include electricity, gas, and telephone (including cellular telephones). Individuals and entities using these utility services pay a tax rate of 5.0% on all charges.

  - According to the Avenu Insights & Analytics (Avenu) forecast, the average U.S. retail price of electricity is projected to increase between 1.96% to 3.58% for residential and commercial and a slight decrease of .7% in the industrial sector. The market of supply and demand of natural gas continue to trend upward through a combination of low storage levels and increased demand during the winter season. Meanwhile, telecommunication revenues are forecasted to reflect a continued decrease due to competition among existing and new providers and the commoditization of products and services. Businesses are shifting to the utilization of streaming services as wired line usage is fast becoming obsolete. Based on various factors, UUT is estimated to have an increase of $1.0 million over the prior year's estimate, at $8 million.

- Program Revenue
  - Additionally, program revenues are anticipated to increase by approximately $2.5 million or 29.6% over the prior year (FY 24-25 $11.2 million vs. FY 2023-24 $8.6 million). The primary increase is due to higher anticipation of licenses & permits and service charges.
    - Outdoor recreation program registrations anticipated an increase due to additional programs and program expansion.
    - Building fees offset related expenditures for third-party plan checks. An increase in building fees and activities is anticipated.
    - Development Services increases are related to surges in development activity.
    - Licenses & Permits revenue increase reflects proactive enforcement and an increase in building inspection activity.

- Use of other Funding Sources
  - Increase in the use of other sources and other restrictions is anticipated to increase by approximately $2.1 million (FY 24-25 $6.8 million vs. FY 2023-24 $4.7 million). The City received $2.4 million of Measure W funding annually and anticipating to utilize it for eligible projects.

Expenditures (Attachments A and C)

General Fund expenditures and operating fund transfers are expected to total approximately $100.5 million in FY 2024-25, or about $9.1 million greater than the FY 2023-24 Adopted Budget of $91.5 million. The total proposed budget expenditures and

uses, including a one-time transfer of $162,500 to the Renovation & Replacement reserve. The increase of 9.9% is due to a variety of factors including: 3% - 4% cost of living adjustment (COLA) as part of the 3-year labor agreements, general rise in labor related costs – CalPERS contributions, step increases, health care increases, and minimum wage increases – inflation driven increases in maintenance and operations as well as other recommended operating needs previously mentioned at the beginning of this report.

Additionally, the proposed budget also includes funding for several organizational needs. These include:

- Funding for new and replacement of various City equipment/vehicles;
- Funding to implement Class & Compensation Study;
- Funding for additional police contract costs;
- Funding for IT infrastructure improvements and new software;
- Funding for replacements of furniture in public facilities, refurbishments of public facilities, internal process improvements, and public safety replacements;

The proposed personnel and adjustments include:

- Funding for new positions and position adjustments including:
    - Seventeen (17) new full-time positions; and
        - Human Resource Manager (Benefits)
        - Community Services Specialist (Transit Services)
        - Media & Communications Specialist I (*)
        - Account Clerk III
        - Principal Accountant (*)
        - Housing Compliance Inspector
        - Two (2) Management Analyst I
        - Administrative Assistant II
        - Two (2) Parks & Recreation Manager
        - Management Analyst II
        - Lead Public Safety Officer
        - Two (2) Public Safety Officer II (*)
        - Civil Engineer Assistant I
        - Principal Engineer (*)

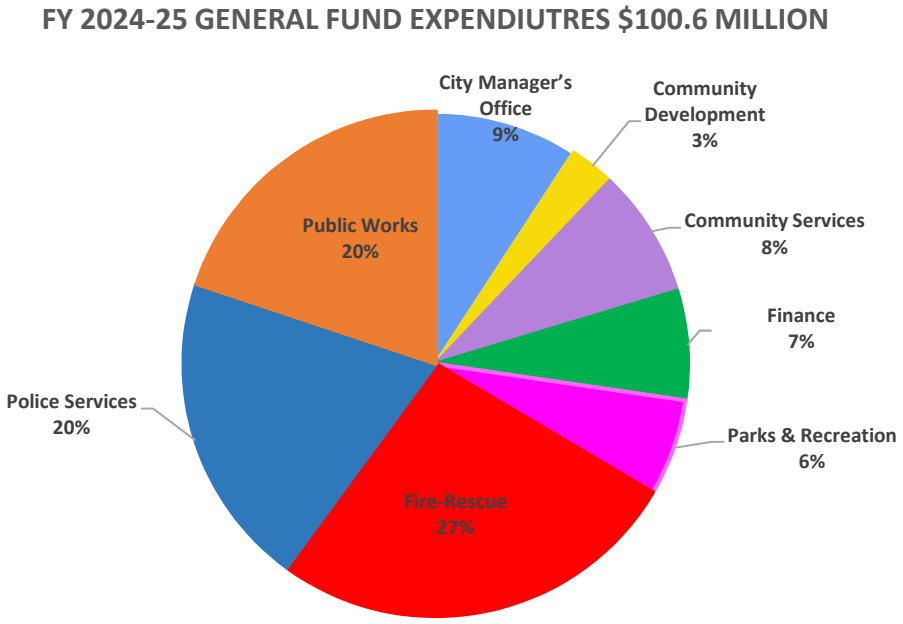
    - Nine (9) adjustments – including eight (8) full-time positions and one (1) hourly position:
        - Two (2) Administrative Assistant II to Executive Assistant
        - Management Analyst II to Community Services Manager
        - Media & Communications Specialist I to Media & Communications Specialist II (*)
        - Community Service Specialist to Program Coordinator
        - Community Service Coordinator to Supervisor (Maintenance)

- Youth Intervention Case Worker to Program Coordinator
- Youth Intervention Program Supervisor to Community Supervisor (Teen Camps)
- Hourly Administrative Intern to Hourly Fire Department Aide (*)

- 33,545 hours for hourly positions:
  - 9,000 hours – Community Services Lead III
  - 12,315 hours – Community Services Lead I
  - 150 hours – Community Services Lead II
  - 4,200 hours – Instructor Lifeguard I
  - 400 hours – Instructor Lifeguard II
  - 1,040 hours – Community Resource Aide
  - 1,040 hours – Human Services Case Workers I
  - 2,600 hours – Library Information Desk Assistant
  - 2,800 hours – Bus Driver I

The personnel job specifications for newly created positions (*) will be presented to council in a separate report.

The following chart illustrates the relative departmental expenditures:



Water Utility Fund

The proposed budget for FY 2024-25 is projected to have $2.9 million budget deficit, primarily due to increase in expenditures driven by inflation along with a slightly lower revenue estimate. Total revenues are expected to decrease by $557,000 or -3.3%, while expenditures are expected to increase by approximately $2.5 million or 14.8%. The proposed budget includes a recommendation to utilize the Water Fund reserve to balance the FY 2024-25 budget. Further discussion will be necessary to determine how to be fiscal responsible with the Water Utility Fund.

The following table summarizes the proposed sources and uses for the FY 2024-25 Water Utility budget:

Activity Name	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Proposed FY 2024-25	Proposed FY 24-25 vs. Adopted FY 23-24 Variance $	%
Sources						
Estimated General Revenues	$ 15,809,351	$ 15,579,762	$ 16,966,100	$ 16,409,100	$ (557,000)	-3.3%
Uses						
Department Expenditures	12,904,058	14,518,449	16,850,800	19,349,150	2,498,350	14.8%
Capital Improvement Projects	3,094,300	904,500	-	-	-	NA
Total Uses	15,998,358	15,422,949	16,850,800	19,349,150	2,498,350	14.8%
Surplus / (Deficit)	$ (189,007)	$ 156,813	$ 115,300	$ (2,940,050)	$ (3,055,350)	-2649.9%

ENVIRONMENTAL

NA

DISCUSSION

Future Outlook

As discussed on previous occasions, staff continues to monitor ongoing economic and organizational issues as we develop the FY 2024-25 budget. These include:

Current Geopolitical Climate – The invasion of Ukraine by Russia presents an undeniable level of uncertainty in the economy. As with any conflict, there are lasting and spillover effects on the national and local economy that can linger for years to come.

CalPERS' Unfunded Liability – The growth in the City's Unfunded Liability is also a significant challenge. There are a number of reasons for the substantial increase in the unfunded liability, including a smaller City workforce relative to the number

of retirees, CalPERS investment losses, a lower investment discount rate, a shorter amortization period, changes in mortality assumptions, and changing the unfunded liability payment from a percentage of payroll to a fixed amount each year. If investment performance does not meet expectations, the discount rate is lowered further, or other assumption changes are made, these rates could escalate even higher. City staff have established a Pension Trust Fund and will be developing a plan to mitigate future impacts on the City's General Fund.

Infrastructure Funding – While there are funds and accounts that have been established by the City Council, the City will be challenged to provide an increased level of funding to address significant deferred maintenance needs moving forward.

Rising inflation – Inflation can also jeopardize the City's favorable financial position as it is directly tied to the rising cost of acquiring items and services necessary to deliver local programs and services. Inflation rate decreased to 3.4% in April 2024 from 4.9% in April 2023. While this change is somewhat positive, it was higher than the 2.0% that was targeted. As a result of the consumer price index rising higher than initially anticipated, recent disinflation progress has stalled, and plans to reduce interest rates will possibly be delayed by the Federal Reserve.

FY 2024-2025 Operating Budget
The FY 2024-25 operating budget too into account a consideration of a variety of strategic assumptions that will aide in the City's long-term financial viability. For the General Funds, it is anticipated that the operational changes implemented over the last several years will provide stability in the long term. Staff will continue to work with the City Council to continue the pursuit of internal operating efficiencies and strategies to minimize costs and impacts to City services while exploring new and innovative revenue ideas.

SUMMARY/NEXT STEPS

Once adopted, the FY 2024-25 budget will be incorporated into the system for the department to utilize by July 1, 2024. Staff will continue to monitor department usage throughout the year and provide quarterly updates.

ATTACHMENT(S):

A. Resolution No. 9915
B. FY 2024-25 Detailed Proposed Budget

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐

APPROVED:
ITEM NO.:

RESOLUTION NO. 9915

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, APPROVING AND ADOPTING THE FISCAL YEAR 2024-25 CITY BUDGET AND AUTHORIZING THE CARRYOVER OF CERTAIN UNSPENT APPROPRIATIONS

WHEREAS, Section 31.13 (B)(2) of the Santa Fe Springs Municipal Code provides that the City Manager shall prepare and submit to the City Council an annual budget; and

WHEREAS, the proposed Fiscal Year 2024-25 City Budget was introduced to the City Council at its regular meeting on May 25, 2024, and the City Council provided direction regarding the finalization of the budget; and

WHEREAS, the City Council considered proposed position adjustments, requiring changes to the salary schedule; and

WHEREAS, on June 4, 2024, the City Council reviewed and considered the Fiscal Year 2024-25 City Budget.

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

1. The City Council approves and adopts the Fiscal Year 2024-25 City Budget attached hereto as Attachment “A” and incorporated herein by this reference.

2. The City Council approves and adopts the Fiscal Year 2024-25 Salary Schedule attached hereto as Attachment “B” and incorporated herein by this reference.

3. The City Council authorizes the carryover of unspent appropriations for vehicles/equipment, which were not received by June 30, 2025.

PASSED, APPROVED and ADOPTED this 4th day of June 2024 by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jay Sarno, Mayor

ATTEST:

_____
Fernando Munoz, Deputy City Clerk

OPERATING BUDGET FISCAL YEAR 2024-25

ADOPTED

SAFETY

DEVELOPMENT / INFRASTRUCTURE

QUALITY OF LIFE

INNOVATION

CITY OF
SANTA FE SPRINGS

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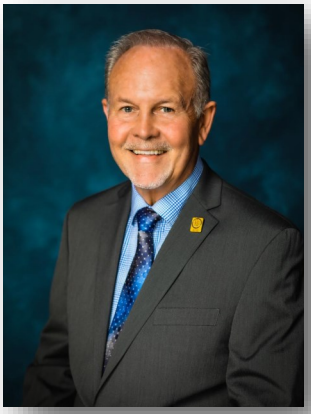
Jay Sarno

Mayor



William K. Rounds

Mayor Pro Tem

Juanita Martin

Councilmember

Annette Rodriguez

Councilmember

Joe Angel Zamora

Councilmember

RENÉ BOBADILLA
CITY MANAGER

NICHOLAS RAZO
ASSISTANT CITY MANAGER

JAMES ENRIQUEZ
DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

CUONG NGUYEN
DIRECTOR OF COMMUNITY DEVELOPMENT

DINO TORRES
DIRECTOR OF POLICE SERVICES

CHAD VAN MEETEREN
FIRE CHIEF

LANA DICH
DIRECTOR OF FINANCE & ADMINISTRATIVE SERVICES

GUSTAVO HERNANDEZ
DIRECTOR OF PARKS AND RECREATION

MARICELA BALDERAS
DIRECTOR OF COMMUNITY SERVICES

CITY OF
SANTA FE SPRINGS
11710 Telegraph Road • CA • 90670-3679 • (562) 868-0511 • Fax (562) 868-7112 • www.santafesprings.org
"A great place to live, work, and play"

June 4, 2024

Honorable Mayor and City Council:

I am pleased to present the proposed Fiscal Year (FY) 2024-25 operating budget for Santa Fe Springs. This budget serves as both a financial plan and a policy guide, reflecting our commitment to enhancing the quality of life for our residents and businesses. As a financial document, the budget presents our best assumptions for revenues and expenditures for the next year of service. As a policy document, it presents our City's unwavering commitment to providing resources towards improving the quality of life for our community.

Despite economic uncertainty and persistent inflation, our financial position remains strong due to prudent fiscal management. Revenues are projected to align with our budget estimates, supported by favorable trends in key areas. Based on projections from the Congressional Budget Office, it is anticipated that the Federal Reserve will reduce interest rates at the beginning of FY 2024-25. Economic growth is anticipated to rebound in 2025 and then moderate in later years. Our city continues to advance, maintaining stability through careful financial planning.

The spending plan for this upcoming fiscal year continues a shift of our organization's focus to begin to accomplish our long-term goals – such as restoring staffing levels to where they need to be in order to deliver effective and efficient services to our community; seeking alternative sources of revenue to establish a reliable and consistent funding source for our capital improvement projects; enhancing and modernizing our Information Technology infrastructure for our community and for our employees and lastly, seeking alternative solution for our Water Utility structural deficit. These are the challenges that we, as an organization, are facing. As such, we will remain steadfast and proactive in addressing them. The FY 2024-25 proposed operating budget has dedicated resources to begin addressing each challenge in this upcoming fiscal year.

FY 2023-24 Year-End Projection
As we close FY 2023-24, we anticipate a $7.8 million operating surplus, bolstered by strong sales tax revenues, which constitute about 40% of our General Fund income. The voter-approved Measure Y has also provided a reliable revenue stream, now representing over 56% of General Fund revenues alongside sales tax.

While this is welcoming news, there are still certain financial challenges we need to address moving forward. Under the direction of the City Council, we established and funded multiple set-aside funds (i.e., Capital Improvement Projects, Unfunded Liability, Economic Contingency, Equipment Replacement, Employee Benefits, Risk Management, Renovation & Replacement, and Unassigned Reserves) several years ago to begin addressing some of these challenges. For the past several fiscal years, the City has allocated operating surpluses to these funds and once this fiscal year's financials are completed, staff will provide a recommendation on how to allocate the anticipated surplus to the City Council.

The City's Water Utility fund is anticipated to have an operating deficit of approximately $1.0 million at year end. Over the last several years, there has been a continuing need for Capital Improvement Projects related to the source of water to aid in stabilizing the growing cost of water from outside sources. The cost to have an operating well in both of the City's water zones is expected to exceed $10 million. In addition, the City is facing the aging infrastructure challenges. Investment in infrastructure improvements is expected to be over $150 million. Other options for water supply sources are also being considered, but all come with a capital investment requirement. We are expecting to utilize the Water's Capital Improvement Program reserve to close the fiscal operating deficit gap in this year's budget. Further discussion will be required to identify remedies to our ongoing structural deficit.

General Fund
The City Council conducted three budget study sessions on March 28, May 2, 2024, and May 25, 2024, to provide budget directions. Staff has updated the proposed budget accordingly. On May 25, 2024, City staff introduced the proposed FY 2024-25 budget to the City Council and the public. The General Fund is the primary operating fund of the City and accounts for all unrestricted revenue. The proposed General Fund budget is projected to have a $2.1 million surplus, which includes $102.8 million in revenues and $100.7 million in expenditures including a fund transfer of $162K to the Renovation & Replacement reserve. Total revenues included $11.2 million derived from the City's program revenue.

The budget includes funding for new equipment, a Class & Compensation Study, new position(s) & position(s) adjustments, newly negotiated labor agreements, additional police contract costs, IT infrastructure improvements, and inflation-driven operational costs.

The following table summarizes the proposed sources and uses for FY 2024-25:

	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25	FY 2024-25 vs. FY 2023-24 Variance $	FY 2024-25 vs. FY 2023-24 Variance %
Sources						
Estimated General Revenues	74,505,982	87,650,268	79,150,600	83,740,000	4,589,400	5.8%
Estimated Program Revenues	10,177,727	10,687,106	8,609,100	11,157,000	2,547,900	29.6%
Esitmated One-Time Revenue Source	-	6,530,075	838,500	1,142,050	303,550	36.2%
Transfer from Other Sources	4,014,920	4,627,975	4,668,700	6,779,300	2,110,600	45.2%
Total Sources	88,698,629	109,495,423	93,266,900	102,818,350	9,551,450	10.2%
Uses						
Department Expenditures	67,491,945	71,543,912	82,897,500	99,410,570	16,513,070	19.9%
Non-Recurring Expenditures	1,056,074	1,367,011	4,961,800	-	(4,961,800)	-100.0%
Vehicle/Equipment Acquisition	389,127	3,145,272	838,500	1,142,050	303,550	36.2%
Rennovation & Replacement	-	-	-	-	-	0.0%
Capital Improvement Program Funding	2,800,000	2,800,000	2,800,000	-	(2,800,000)	-100.0%
Total Uses	71,737,146	78,856,195	91,497,800	100,552,620	9,054,820	9.9%
Operating Surplus / (Deficit)	16,961,483	30,639,228	1,769,100	2,265,730	496,630	28.1%
Fund Transfers	(13,800,000)	(25,000,000)	(1,769,100)	(162,000)	1,607,100	-90.8%
Net Surplus / (Deficit)	**$ 3,161,483**	**5,639,228**	**$ -**	**$ 2,103,730**	**$ 2,103,730**	**N/A**

This budget prioritizes restoring staffing levels, enhancing information technology infrastructure, and securing alternative revenue sources for capital projects. Notable allocations include funding for new equipment, a Class & Compensation Study, new and adjusted positions, labor agreements, additional police contract costs, and inflation-driven operational expenses.

Water Utility Fund

The proposed budget for FY 2024-25 is projected to have $2.9 million budget deficit, primarily due to increase in expenditures driven by inflation along with a slightly lower revenue estimate. Total revenues are expected to decrease by $557,000 or -3.3%, while expenditures are expected to increase by approximately $2.5 million or 14.8%. The proposed budget includes a recommendation to utilize the Water Fund reserve to balance the FY 2024-25 budget. Further discussion will be necessary to determine how to be fiscal responsible with the Water Utility Fund.

The following table summarizes the proposed sources and uses for the FY 2024-25 Water Utility budget:

Activity Name	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Proposed FY 2024-25	Proposed FY 24-25 vs. Adopted FY 23-24 Variance $	%
Sources						
Estimated General Revenues	$ 15,809,351	$ 15,579,762	$ 16,966,100	$ 16,409,100	$ (557,000)	-3.3%
Uses						
Department Expenditures	12,904,058	14,518,449	16,850,800	19,349,150	2,498,350	14.8%
Capital Improvement Projects	3,094,300	904,500	-	-	-	NA
Total Uses	15,998,358	15,422,949	16,850,800	19,349,150	2,498,350	14.8%
Surplus / (Deficit)	$ (189,007)	$ 156,813	$ 115,300	$ (2,940,050)	$ (3,055,350)	-2649.9%

Conclusion

Looking ahead, we are committed to navigating economic challenges and achieving our long-term goals. The FY 2024-25 budget represents a strategic step in this direction, supported by the leadership of the City Council and the dedication of our staff.

I extend my gratitude to the City Council for their guidance and to our city employees for their hard work in preparing this budget. Together, we will continue to deliver exemplary public services and foster the unique character of Santa Fe Springs.

Sincerely,

René Bobadilla, P.E.
City Manager

EXHIBIT A

CALCULATION OF APPROPRIATION LIMIT
FISCAL YEAR 2024-25

		Amount	
Fiscal Year 2023-24 Appropriation Limit	$	3,245,047,762	
Adjustment Factor (Rounded to 4 Decimal Places)		1.0839	**(A)**
Adjustment		272,259,507	
Fiscal Year 2024-25 Appropriation Limit	**$**	**3,517,307,269**	**(B)**

Adjustment Factor Calculation:			Change %	Change As a Ratio	
Adjustment for increase in non residentail new construciton:			8.02%	1.0802	
Adjustment for growth in City of Santa Fe springs:			0.34%	1.0034	
Combined Adjustment Factor	1.0802	X 1.0034		1.0839	**(A)**

Appropriations Subject to the Limit (2023-24 Proposed Budget Figures):

Property Tax	$	5,500,000	
Utility User's Tax		8,000,000	
Sales & Use Tax		39,440,000	
Transaction & Use Tax		17,560,000	
Transient Occupancy Tax		150,000	
Business Operations Tax		770,000	
Property Transfer Tax		370,000	
Barrel Tax		110,000	
Vehicle in Lieu Tax		2,600,000	
Interest (50% allocated to proceeds from taxes)		500,000	
Public Safety Augmentation Fund		211,200	
Supplemental Law Enforcement Services Fund		100,000	
Total Appropriations Subject to the Limit		75,311,200	
Appropriations Limit		3,517,307,269	**(B)**
Amount Under the Limit	**$**	**3,441,996,069**	

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General Fund
Sources and Uses of Funds

	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25	FY 2024-25 vs. FY 2023-24 Variance $	FY 2024-25 vs. FY 2023-24 Variance %
Sources						
Estimated General Revenues	74,505,982	87,650,268	79,150,600	83,740,000	4,589,400	5.8%
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Uses						
Department Expenditures	67,491,945	71,543,912	82,897,500	99,410,570	16,513,070	19.9%
Non-Recurring Expenditures	1,056,074	1,367,011	4,961,800	-	(4,961,800)	-100.0%
Vehicle/Equipment Acquisition	389,127	3,145,272	838,500	1,142,050	303,550	36.2%
Rennovation & Replacement	-	-	-	-	-	0.0%
Capital Improvement Program Funding	2,800,000	2,800,000	2,800,000	-	(2,800,000)	-100.0%
Total Uses	71,737,146	78,856,195	91,497,800	100,552,620	9,054,820	9.9%
Operating Surplus / (Deficit)	16,961,483	30,639,228	1,769,100	2,265,730	496,630	28.1%
Fund Transfers	(13,800,000)	(25,000,000)	(1,769,100)	(162,000)	1,607,100	-90.8%
Net Surplus / (Deficit)	**$ 3,161,483**	**5,639,228**	**$ -**	**$ 2,103,730**	**$ 2,103,730**	**N/A**

GENERAL FUND
STATEMENT OF FUND BALANCES

	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25	FY 2024-25 vs. FY 2023-24 Variance $	FY 2024-25 vs. FY 2023-24 Variance %
UNASSIGNED FUND BALANCE						
Beginning Fund Balance (Jul 1)	**$ 24,884,534**	**$ 28,046,017**	**$ 33,685,245**	**$ 33,685,245**	**$ -**	**0.0%**
Sources						
Actual & Estimated General Revenues	88,698,629	109,495,423	93,266,900	102,818,350	9,551,450	10.2%
Uses						
Department Expenditures	67,491,945	71,543,912	82,897,500	99,410,570	16,513,070	19.9%
Non-Recurring Expenditures	1,056,074	1,367,011	4,961,800	-	(4,961,800)	-100.0%
Vehicle/Equipment Acquisition	389,127	3,145,272	838,500	1,142,050	303,550	36.2%
Capital Improvement Program Funding	2,800,000	2,800,000	2,800,000	-	(2,800,000)	-100.0%
Total Uses	71,737,146	78,856,195	91,497,800	100,552,620	9,054,820	9.9%
Operating Surplus / (Deficit) Before Transfers	**16,961,483**	**30,639,228**	**1,769,100**	**2,265,730**	496,630	28.1%
Fund Transfers:						
Rennovation & Replacement	-	(250,000)	-	(162,000)		
Equipment Replacement	(1,000,000)	(4,000,000)	(891,500)	-	891,500	-100.0%
Employee Benefits Fund	-	(3,000,000)	-	-	-	N/A
Capital Improvement Program Funding	(6,200,000)	(6,750,000)	(438,800)	-	438,800	-100.0%
Unfunded Liability Contributions Reserve	(5,000,000)	(7,000,000)	(438,800)	-	438,800	-100.0%
Economic Contingency Reserve	(1,600,000)	(4,000,000)	-	-	-	N/A
Net Surplus / (Deficit)	3,161,483	5,639,228	-	2,103,730	2,103,730	N/A
Ending Fund Balance (Jun 30)	**$ 28,046,017**	**$ 33,685,245**	**$ 33,685,245**	**$ 35,788,975**	$ 2,103,730	6.2%

ASSIGNED FUND BALANCE	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25	FY 2024-25 vs. FY 2023-24 Variance $	FY 2024-25 vs. FY 2023-24 Variance %
Facility Improvement	$ 25,193	$ 25,193	$ 25,193	$ 25,193	$ -	0.0%
Rennovation & Replacement	0	250,000	250,000	412,000	162,000	64.8%
General Equipment Replacement	4,327,754	8,110,905	9,002,405	7,860,355	(1,142,050)	-12.7%
Fire Equipment Replacement Fund	228,200	228,200	228,200	228,200	-	0.0%
Economic Contingency Reserve	7,725,000	11,725,000	11,725,000	11,725,000	-	0.0%
Risk Management	903,200	903,200	903,200	903,200	-	0.0%
Employee Liability Fund	3,377,785	7,377,785	3,377,785	3,377,785	-	0.0%
Unfunded Liability Contributions Reserve	5,000,000	7,000,000	438,800	-	(438,800)	-100.0%
TOTAL ASSIGNED FUND BALANCE	**$ 21,587,132**	**$ 35,620,283**	**$ 25,950,583**	**$ 24,531,733**	**$ (9,669,700)**	**-27.1%**

General Fund Revenue Summary

Account	Revenue Source	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25	Adopted FY 2023-24 vs. Adopted FY 2024-25 Variance $	%
	Taxes						
411010	Property	$ 3,023,144	$ 2,774,745	$ 3,000,000	$ 2,700,000	$ (300,000)	-10.0%
411020	Property - Pass Thru to City	2,340,803	2,801,881	2,100,000	2,800,000	700,000	33.3%
411060	Utility User's	7,568,007	8,513,512	7,000,000	8,000,000	1,000,000	14.3%
411030	Sales & Use	39,335,559	39,980,366	38,000,000	39,440,000	1,440,000	3.8%
411035	Transactions & Use	15,661,416	16,807,006	15,600,000	17,560,000	1,960,000	12.6%
411500	Transient Occupancy	158,797	165,381	150,000	150,000	-	0.0%
411040	Franchise	3,656,441	4,575,994	3,642,000	4,140,000	498,000	13.7%
411050	Business Operations	795,155	750,638	765,000	770,000	5,000	0.7%
411530	Property Transfer	360,207	321,978	366,500	370,000	3,500	1.0%
411510	Oil Well	145,024	143,924	140,000	140,000	-	0.0%
411520	Barrel	1,310	210,631	106,000	110,000	4,000	3.8%
	Total Taxes	73,045,862	77,046,054	70,869,500	76,180,000	5,310,500	7.5%
	Use of Money & Property						
415200	Investment Income	411,622	3,354,279	2,182,000	1,000,000	(1,182,000)	-54.2%
415210	Realized Gains/Loss on Inv	(2,078,390)	293,722	-	-	-	N/A
415220	Unrealized Gains/Loss on Inv	(3,059,795)	(652,559)	-	-	-	N/A
415300	Rentals	335,893	331,412	325,000	330,000	5,000	1.5%
415310	Ground Lease	824,000	824,000	823,900	820,000	(3,900)	-0.5%
415320	Development	405,710	422,310	304,000	400,000	96,000	31.6%
	Total Use Of Money & Property	(3,160,961)	4,573,164	3,634,900	2,550,000	$ (1,084,900)	-29.8%
	Vehicle In Lieu Taxes						
415100	Vehicle In Lieu Taxes	2,359,894	2,507,001	2,300,000	2,600,000	300,000	13.0%
	Total Vehicle In Lieu Taxes	2,359,894	2,507,001	2,300,000	2,600,000	$ 300,000	13.0%
	Other						N/A
415900	Other	283,599	1,270,626	246,200	250,000	3,800	1.5%
426000	Greenwaste Host Fee	977,589	1,053,423	900,000	960,000	60,000	6.7%
415330	Water Utility Lease Payment	1,000,000	1,200,000	1,200,000	1,200,000	-	0.0%
	Total Other	2,261,188	3,524,049	2,346,200	2,410,000	$ 63,800	0.03
							N/A
	Total General Revenues	**$ 74,505,982**	**$ 87,650,268**	**$ 79,150,600**	**$ 83,740,000**	**$ 4,589,400**	**5.8%**
							N/A
	Total Program Revenues	10,177,727	10,687,106	8,609,100	11,157,000	2,547,900	29.6%
	One-Time Funding Source*	-	6,530,075	838,500	1,142,050	303,550	36.2%
	Other Funding Sources	4,014,920	4,627,975	4,668,700	6,779,300	2,110,600	45.2%
	Total Sources	**$ 88,698,629**	**$ 109,495,423**	**$ 93,266,900**	**$ 102,818,350**	**$ 9,551,450**	**10.2%**

**FY 2022-23:COVID Relief $4.23M & Proceeds from Borrowing $2.3M*
**FY 2023-24:Equipment Replacement Fund Transfer $838K*
**FY 2024-25:Equipment Replacement Fund Transfer $1.14M*

Revenue by Major Category

Revenue Source	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25	Adopted FY 2023-24 vs. Adopted FY 2024-25 Variance $	%
Revenue by Major Category						
Charges for Services	2,889,557	2,193,355	1,610,000	2,257,600	647,600	40.2%
Contributions	260,408	253,099	88,700	277,400	188,700	212.7%
Facility Use Fees	534,043	570,825	424,200	650,000	225,800	53.2%
Fines & Forfeitures	445,661	452,126	432,000	450,000	18,000	4.2%
Intergovnemental	926,186	1,075,002	1,003,400	1,000,200	(3,200)	-0.3%
Licenses & Permits	4,367,232	5,669,318	4,170,000	5,930,900	1,760,900	42.2%
Other Revenues	746,904	3,190,155	880,800	590,900	(289,900)	-32.9%
Total Revenue by Major Category	**10,169,991**	**13,403,880**	**8,609,100**	**11,157,000**	**2,547,900**	**29.6%**
Transfers by Funds						
Transfer from Waste Management	1,975,236	2,153,036	2,193,000	1,918,400	(274,600)	-12.5%
Transfer from Water Utility	151,200	151,200	562,200	2,336,050	1,773,850	315.5%
Transfer from Art in Public Place	440,779	485,593	564,100	701,600	137,500	24.4%
Transfer from Safety Augmentation Fund	236,626	243,746	211,200	211,200	-	0.0%
Transfer from Prop A&C	324,556	578,127	634,200	751,900	117,700	18.6%
Transfer from Street Lighting MTC	183,000	183,000	183,000	183,000	-	0.0%
Transfer from Traffic Signal - Contract Cities	-	-	-	360,350	360,350	N/A
Transfer from Gas Tax (Local Returns)	200,000	200,000	200,000	200,000	-	0.0%
Transfer from Proceeds from Sale of Capital	55,786	209,605	5,000	-	(5,000)	-100.0%
Transfer from COVID Relief (One-Time)	-	4,234,960	-	-	-	N/A
Transfer from Equipment Replacement*	303,032	175,000	838,500	1,142,050	303,550	36.2%
Transfer from Supplemental Law Enforcement	100,000	229,043	100,000	100,000	-	0.0%
Transfer from Housing Successor	-	-	-	5,800	5,800	N/A
Transfer from Successor Agency	-	-	-	11,000	11,000	N/A
Transfer from CDF	18,083	19,624	16,000	-	(16,000)	-100.0%
Transfer from Fire Grant	26,622	-	-	-	-	N/A
Total Tranfers*	**4,014,920**	**8,862,935**	**5,507,200**	**7,921,350**	**2,414,150**	**44%**

**One-Time Funding Source*

Details of Revenue by Major Category

Revenue Category	Org Number	Object Number	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
CHARGES FOR SERVICES	10101215	421005	WATER BILLING CHARGES	158,000	158,000	158,000	184,300
CHARGES FOR SERVICES	10102110	422035	CONTRACTED SERVICES	42,000	60,000	0	66,000
CHARGES FOR SERVICES	10102110	422040	EMERGENCY RESPONSE REIMBURSMNT	1,329,295	181,912	25,000	469,000
CHARGES FOR SERVICES	10102115	422050	EMERGENCY MED ASSESSMENT FEE	142,176	122,369	150,000	111,000
CHARGES FOR SERVICES	10102115	422055	AMBULANCE COST RECOVERY FEES	143,695	99,192	130,000	55,000
CHARGES FOR SERVICES	10102115	422060	PARAMEDIC SUBSCRIPTION FEES	26,870	28,120	25,000	32,500
CHARGES FOR SERVICES	10102120	422020	INSPECTION FEES NEW BUSINESS	157,556	190,973	155,000	177,900
CHARGES FOR SERVICES	10102120	422021	INSPECTION FEES SIU FEES	53,710	36,134	32,000	27,500
CHARGES FOR SERVICES	10102125	422010	SITE MITIGATION	1,055	2,815	1,000	500
CHARGES FOR SERVICES	10102125	422015	PERMITUNDERGROUND STORAGE TNK	47,270	47,270	46,000	91,300
CHARGES FOR SERVICES	10102125	422030	PERMITSTORM WATER INSPECTION	62,618	56,986	55,000	119,400
CHARGES FOR SERVICES	10102125	422040	EMERGENCY RESPONSE REIMBURSMNT	0	0	500	0
CHARGES FOR SERVICES	10102125	425225	UNDERGROUND TANK PLAN CK FEES	8,076	3,163	4,000	10,900
CHARGES FOR SERVICES	10102135	422035	CONTRACTED SERVICES	10,000	8,325	10,000	0
CHARGES FOR SERVICES	10102215	422040	EMERGENCY RESPONSE REIMBURSMNT	19,484	19,895	10,000	10,000
CHARGES FOR SERVICES	10102220	422045	GUARD FEES	20,329	31,371	20,000	20,000
CHARGES FOR SERVICES	10103199	423000	TENTATIVE MAP FILING FEE	64,146	12,321	20,000	10,000
CHARGES FOR SERVICES	10103199	423005	PLAN CHECK & INSPEC FEES	52,367	61,913	40,000	70,000
CHARGES FOR SERVICES	10103199	423010	MAPS & PUBLICATIONS	14,820	9,120	15,000	15,000
CHARGES FOR SERVICES	10103199	423015	PLANNING & ZONING FEES	114,247	62,543	65,000	70,000
CHARGES FOR SERVICES	10104220	422020	INSPECTION FEES NEW BUSINESS	18,783	48,547	10,000	47,800
CHARGES FOR SERVICES	10104230	423005	PLAN CHECK & INSPEC FEES	114,925	701,979	300,000	350,000
CHARGES FOR SERVICES	10104299	423010	MAPS & PUBLICATIONS	84	28	100	0
CHARGES FOR SERVICES	10105420	425100	PARTICIPATION FEES	2,179	3,932	3,000	0
CHARGES FOR SERVICES	10105435	425100	PARTICIPATION FEES	2,415	2,152	2,500	0
CHARGES FOR SERVICES	10105435	425105	YOUTH SPORTS FEES	45,441	54,548	45,000	64,200
CHARGES FOR SERVICES	10105435	425110	ADULT SPORTS FEES	75,870	43,670	35,000	43,200
CHARGES FOR SERVICES	10105435	425115	WEIGHT ROOM PASS	5,009	3,730	5,000	5,000
CHARGES FOR SERVICES	10105440	425100	PARTICIPATION FEES	2,354	14,841	9,000	0
CHARGES FOR SERVICES	10105440	425120	EDUCATION CLASSES	12,437	17,589	30,000	33,000
CHARGES FOR SERVICES	10105440	425125	OUTDOOR LIFE	20	40	0	0
CHARGES FOR SERVICES	10105445	425100	PARTICIPATION FEES	27,959	434	0	0
CHARGES FOR SERVICES	10105499	425100	PARTICIPATION FEES	5,410	5,523	5,500	0
CHARGES FOR SERVICES	10105620	425130	VIDEO RENTAL FEES	15	207	300	600
CHARGES FOR SERVICES	10105620	425140	LIBRARY FINES	453	640	0	800
CHARGES FOR SERVICES	10105655	425100	PARTICIPATION FEES	0	0	0	167,700
CHARGES FOR SERVICES	10105699	425121	HP EDUCATIONAL TOURS	275	1,024	1,000	1,000
CHARGES FOR SERVICES	10105699	425135	HERITAGE PARK SOUVENIR SALES	445	677	500	300
CHARGES FOR SERVICES	10105699	425137	PASSPORT SERVICE FEES	0	0	10,000	3,700
CHARGES FOR SERVICES	10105830	425100	PARTICIPATION FEES	7,689	20,099	17,100	0
CHARGES FOR SERVICES	10105840	425100	PARTICIPATION FEES	5,028	6,670	5,000	0
CHARGES FOR SERVICES	10219000	422035	CONTRACTED SERVICES	0	0	100,000	0
CHARGES FOR SERVICES	10432003	426010	LANDSCAPING FEES	0	0	500	0
CHARGES FOR SERVICES	10511001	425100	PARTICIPATION FEES	3,995	17,333	19,000	0
CHARGES FOR SERVICES	10511002	425100	PARTICIPATION FEES	11,309	11,008	10,000	0
CHARGES FOR SERVICES	10511004	425100	PARTICIPATION FEES	79,751	46,264	40,000	0
CHARGES FOR SERVICES Total				**$2,889,557**	**$2,193,355**	**$1,610,000**	**$2,257,600**
CONTRIBUTIONS	10101125	430100	CONTRIBUTION INDIVIDUAL	0	200	0	0
CONTRIBUTIONS	10101140	430100	CONTRIBUTION INDIVIDUAL	500	0	10,500	0
CONTRIBUTIONS	10101140	430200	CONTRIBUTION ASSOC/PRIVATE	8,400	7,400	7,200	25,700
CONTRIBUTIONS	10102210	430100	CONTRIBUTION INDIVIDUAL	6,500	7,500	6,500	15,000
CONTRIBUTIONS	10104230	430300	CONTRIBUTION CORPORATION	0	0	0	178,500
CONTRIBUTIONS	10105420	430100	CONTRIBUTION INDIVIDUAL	500	0	0	0
CONTRIBUTIONS	10105425	430100	CONTRIBUTION INDIVIDUAL	0	0	3,000	0
CONTRIBUTIONS	10105499	430100	CONTRIBUTION INDIVIDUAL	0	275	1,000	0
CONTRIBUTIONS	10105620	430200	CONTRIBUTION ASSOC/PRIVATE	0	0	0	45,100
CONTRIBUTIONS	10105625	430100	CONTRIBUTION INDIVIDUAL	25	313	0	4,400
CONTRIBUTIONS	10105625	430300	CONTRIBUTION CORPORATION	0	0	0	8,700
CONTRIBUTIONS	10105635	430300	CONTRIBUTION CORPORATION	7,000	3,500	0	0
CONTRIBUTIONS	10105655	430100	CONTRIBUTION INDIVIDUAL	15,279	0	0	0
CONTRIBUTIONS	10105699	430100	CONTRIBUTION INDIVIDUAL	390	331	0	0
CONTRIBUTIONS	10105699	430200	CONTRIBUTION ASSOC/PRIVATE	0	150	0	0
CONTRIBUTIONS	10105820	430200	CONTRIBUTION ASSOC/PRIVATE	7,870	11,690	3,500	0
CONTRIBUTIONS	10105820	430300	CONTRIBUTION CORPORATION	1,568	400	20,000	0
CONTRIBUTIONS	10105825	430100	CONTRIBUTION INDIVIDUAL	225	0	0	0
CONTRIBUTIONS	10105899	430200	CONTRIBUTION ASSOC/PRIVATE	18,840	24,415	18,000	0
CONTRIBUTIONS	10432002	430100	CONTRIBUTION INDIVIDUAL	0	0	2,000	0
CONTRIBUTIONS	10432004	430300	CONTRIBUTION CORPORATION	679	1,981	1,000	0
CONTRIBUTIONS	10432507	430300	CONTRIBUTION CORPORATION	176,164	176,164	0	0
CONTRIBUTIONS	10511001	430100	CONTRIBUTION INDIVIDUAL	0	6,181	15,000	0
CONTRIBUTIONS	10511001	430300	CONTRIBUTION CORPORATION	12,500	11,360	0	0
CONTRIBUTIONS	10511002	430100	CONTRIBUTION INDIVIDUAL	0	0	1,000	0
CONTRIBUTIONS	10511002	430300	CONTRIBUTION CORPORATION	3,967	1,238	0	0
CONTRIBUTIONS Total				**$260,408**	**$253,099**	**$88,700**	**$277,400**
FACILITY USE FEES	10105420	425210	FACILITY USE FEE	48,174	48,553	33,000	0
FACILITY USE FEES	10105430	425210	FACILITY USE FEE	111,341	142,106	105,000	0
FACILITY USE FEES	10105435	425210	FACILITY USE FEE	108,680	86,315	58,000	0
FACILITY USE FEES	10105440	425210	FACILITY USE FEE	3,595	2,649	3,200	0
FACILITY USE FEES	10105445	425210	FACILITY USE FEE	4,358	0	0	0
FACILITY USE FEES	10105699	425210	FACILITY USE FEE	230	980	0	650,000
FACILITY USE FEES	10105830	425210	FACILITY USE FEE	100	0	0	0
FACILITY USE FEES	10105840	425210	FACILITY USE FEE	212,672	230,492	190,000	0
FACILITY USE FEES	10105899	425210	FACILITY USE FEE	44,894	59,731	35,000	0
FACILITY USE FEES Total				**$534,043**	**$570,825**	**$424,200**	**$650,000**
FINES & FORFEITURES	10102120	462050	ENFORCEMENT PENALTIES	0	0	2,000	0
FINES & FORFEITURES	10102215	462010	FINES AND OTHERS	19,416	18,717	20,000	350,000
FINES & FORFEITURES	10102220	462010	FINES AND OTHERS	321,037	309,885	300,000	0
FINES & FORFEITURES	10102235	462010	FINES AND OTHERS	24,865	19,198	10,000	0
FINES & FORFEITURES	10432001	462030	VEHICLE CODE VIOLATION FINES	0	0	0	100,000
FINES & FORFEITURES	10432004	462030	VEHICLE CODE VIOLATION FINES	80,343	104,326	100,000	0
FINES & FORFEITURES Total				**$445,661**	**$452,126**	**$432,000**	**$450,000**

Details of Revenue by Major Category

Revenue Category	Org Number	Object Number	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
INTERGOVENMENTAL	10101215	444000	OP FEDERAL FUNDING	0	20,283	0	0
INTERGOVENMENTAL	10102210	442000	OP STATE FUNDING	9,000	10,000	10,000	5,000
INTERGOVENMENTAL	10102220	444000	OP FEDERAL FUNDING	1,151	842	1,000	1,800
INTERGOVENMENTAL	10105420	441000	OP CITY FUNDING	27,500	30,000	30,000	30,000
INTERGOVENMENTAL	10105625	442000	OP STATE FUNDING	0	0	0	33,800
INTERGOVENMENTAL	10105625	444000	OP FEDERAL FUNDING	2,320	30,000	30,000	77,600
INTERGOVENMENTAL	10105630	442000	OP STATE FUNDING	32,681	34,390	32,000	0
INTERGOVENMENTAL	10105645	442000	OP STATE FUNDING	484	0	0	0
INTERGOVENMENTAL	10105650	442000	OP STATE FUNDING	8,642	6,305	12,000	0
INTERGOVENMENTAL	10105650	444000	OP FEDERAL FUNDING	0	12,000	0	0
INTERGOVENMENTAL	10105655	444000	OP FEDERAL FUNDING	29,345	0	0	0
INTERGOVENMENTAL	10432003	441000	OP CITY FUNDING	3,694	0	0	800,000
INTERGOVENMENTAL	10432503	441000	OP CITY FUNDING	145,212	152,433	189,400	0
INTERGOVENMENTAL	10432504	440001	OP SCHOOL DISTRICT FUNDING	14,001	14,001	14,000	52,000
INTERGOVENMENTAL	10432506	440001	OP SCHOOL DISTRICT FUNDING	24,999	24,999	25,000	0
INTERGOVENMENTAL	10433502	441000	OP CITY FUNDING	622,157	734,749	660,000	0
INTERGOVENMENTAL	10511001	443500	COUNTY GRANTS	5,000	5,000	0	0
INTERGOVENMENTAL Total				**$926,186**	**$1,075,002**	**$1,003,400**	**$1,000,200**
LICENSES & PERMITS	10101145	454010	RECYCLABLE MAT'L DEALER PERMIT	4,590	6,630	0	2,000
LICENSES & PERMITS	10102120	452040	PERMIT FD	152,975	158,149	115,000	180,000
LICENSES & PERMITS	10102125	452000	PERMIT ANNUAL INDUSTRIAL WST	131,374	125,742	128,000	200,000
LICENSES & PERMITS	10102125	452010	PERMIT CAL ARP	62,913	62,913	61,000	115,900
LICENSES & PERMITS	10102125	452020	PERMIT HAZARDOUS WST GENERTR	472,177	460,958	450,000	500,000
LICENSES & PERMITS	10102125	452030	PERMIT APSA	19,323	17,106	16,000	37,700
LICENSES & PERMITS	10102125	452070	PLAN REVIEW FEE	11,000	0	0	0
LICENSES & PERMITS	10102125	452080	INDUSTRIAL WASTE PLAN CHCK FEE	9,911	14,126	9,000	21,000
LICENSES & PERMITS	10102125	452090	AST PLAN CHECK FEE	2,080	0	2,000	8,300
LICENSES & PERMITS	10102125	452100	PERMITHAZ MAT BUSINESS PLAN	888,562	873,268	870,000	1,300,000
LICENSES & PERMITS	10102125	452110	PERMIT HAZARDOUS WASTE T	23,464	23,324	20,000	40,000
LICENSES & PERMITS	10102225	452060	LICENSES ANIMAL	38,927	33,407	39,000	54,800
LICENSES & PERMITS	10102299	451000	PERMIT	11,467	23,355	13,000	31,100
LICENSES & PERMITS	10102299	452050	PERMIT ENTERTAINMENT	6,787	7,477	6,400	12,100
LICENSES & PERMITS	10103120	453010	BUILDING INSPECTION FEES	2,069,897	3,363,236	2,200,000	3,000,000
LICENSES & PERMITS	10103199	453020	FINAL MAP CHECKING FEES	0	47	0	0
LICENSES & PERMITS	10104230	453000	PERMIT EXCAVATION	419,161	495,500	300,000	400,000
LICENSES & PERMITS	10104230	453020	FINAL MAP CHECKING FEES	42,623	4,079	8,000	28,000
LICENSES & PERMITS Total				**$4,367,232**	**$5,669,318**	**$4,237,400**	**$5,930,900**
ONE-TIME FUNDING	10800000	470060	PROCEEDS FROM BORROWING	0	2,295,115	0	0
ONE-TIME FUNDING Total				**$0**	**$2,295,115**	**$0**	**$0**
OTHER REVENUE	1010	470090	MISCELLANEOUS REVENUE	6,371	1,302	0	0
OTHER REVENUE	1010	470093	OVER/SHORT RECEIPTS	8	35	0	0
OTHER REVENUE	10101115	470090	MISCELLANEOUS REVENUE	631	1,847	0	500
OTHER REVENUE	10101135	470090	MISCELLANEOUS REVENUE	0	0	0	100,000
OTHER REVENUE	10101140	470090	MISCELLANEOUS REVENUE	4,778	2,500	2,500	0
OTHER REVENUE	10101145	470090	MISCELLANEOUS REVENUE	290	850	0	0
OTHER REVENUE	10101210	470090	MISCELLANEOUS REVENUE	184,896	214,054	147,000	0
OTHER REVENUE	10101299	470090	MISCELLANEOUS REVENUE	0	906	0	0
OTHER REVENUE	10102110	470080	INSURANCE PROCEEDS	0	23,359	0	0
OTHER REVENUE	10102110	470090	MISCELLANEOUS REVENUE	0	0	0	700
OTHER REVENUE	10102125	470090	MISCELLANEOUS REVENUE	1,025	187	500	0
OTHER REVENUE	10102199	470090	MISCELLANEOUS REVENUE	340	75	0	0
OTHER REVENUE	10102215	470010	CITATION PROCESSING FEE	66	0	100	0
OTHER REVENUE	10102215	470020	POLICE REPORTS	15,171	14,182	10,000	100
OTHER REVENUE	10102215	470090	MISCELLANEOUS REVENUE	147,986	180,596	160,000	161,900
OTHER REVENUE	10102299	470090	MISCELLANEOUS REVENUE	1,558	1,786	1,100	0
OTHER REVENUE	10103115	470090	MISCELLANEOUS REVENUE	0	0	0	15,000
OTHER REVENUE	10103199	470035	PROPERTY OWNER CONTRIBUTIONS	0	0	30,000	0
OTHER REVENUE	10103199	470090	MISCELLANEOUS REVENUE	21,595	15,682	15,000	0
OTHER REVENUE	10104220	470090	MISCELLANEOUS REVENUE	0	0	0	58,000
OTHER REVENUE	10104230	470035	PROPERTY OWNER CONTRIBUTIONS	0	0	0	5,200
OTHER REVENUE	10104230	470090	MISCELLANEOUS REVENUE	42	845	0	0
OTHER REVENUE	10104299	470040	CMP MITIGATION CONTRIBUTIONS	47,836	86,631	50,000	75,800
OTHER REVENUE	10104299	470090	MISCELLANEOUS REVENUE	1,400	1,115	1,500	0
OTHER REVENUE	10104330	470030	CITY PROPERTY DAMAGE	564	0	0	48,700
OTHER REVENUE	10105420	411040	FRANCHISE TAX	54,563	51,588	57,000	0
OTHER REVENUE	10105499	411040	FRANCHISE TAX	42,154	40,727	45,000	0
OTHER REVENUE	10105620	470090	MISCELLANEOUS REVENUE	67	65	0	700
OTHER REVENUE	10105625	470090	MISCELLANEOUS REVENUE	0	150	0	0
OTHER REVENUE	10105699	470070	CONCESSION SALES	0	0	0	2,500
OTHER REVENUE	10105820	470090	MISCELLANEOUS REVENUE	45	60	0	0
OTHER REVENUE	10105825	411040	FRANCHISE TAX	37,770	36,202	40,000	0
OTHER REVENUE	10105840	470070	CONCESSION SALES	0	0	5,000	0
OTHER REVENUE	10105840	470071	CATERER / BARTENDING FEES	27,356	39,532	16,000	45,000
OTHER REVENUE	10423501	470090	MISCELLANEOUS REVENUE	61,454	59,225	50,000	0
OTHER REVENUE	10431001	470030	CITY PROPERTY DAMAGE	5,080	2,359	5,000	0
OTHER REVENUE	10431001	470080	INSURANCE PROCEEDS	7,901	4,439	0	0
OTHER REVENUE	10432001	470030	CITY PROPERTY DAMAGE	3,941	1,434	5,000	0
OTHER REVENUE	10432002	470030	CITY PROPERTY DAMAGE	0	4,382	500	0
OTHER REVENUE	10432003	470030	CITY PROPERTY DAMAGE	3,932	20,225	5,500	0
OTHER REVENUE	10432003	470035	PROPERTY OWNER CONTRIBUTIONS	0	5,400	0	0
OTHER REVENUE	10432004	470030	CITY PROPERTY DAMAGE	0	4,067	2,000	0

Details of Revenue by Major Category

Revenue Category	Org Number	Object Number	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
OTHER REVENUE	**10432004**	470035	PROPERTY OWNER CONTRIBUTIONS	5,000	10,189	4,000	0
OTHER REVENUE	**10432004**	470090	MISCELLANEOUS REVENUE	0	500	100	0
OTHER REVENUE	**10432507**	470035	PROPERTY OWNER CONTRIBUTIONS	0	0	176,000	0
OTHER REVENUE	**10432509**	470090	MISCELLANEOUS REVENUE	0	0	34,000	0
OTHER REVENUE	**10432515**	470030	CITY PROPERTY DAMAGE	2,140	0	0	0
OTHER REVENUE	**10433501**	470030	CITY PROPERTY DAMAGE	21,537	743	10,000	0
OTHER REVENUE	**10433501**	470090	MISCELLANEOUS REVENUE	0	8,444	500	0
OTHER REVENUE	**10433503**	470030	CITY PROPERTY DAMAGE	7,309	4,415	7,500	0
OTHER REVENUE	**10511001**	470090	MISCELLANEOUS REVENUE	0	7,570	0	0
OTHER REVENUE	**10519000**	470080	INSURANCE PROCEEDS	0	0	0	76,800
OTHER REVENUE	**10800000**	470080	INSURANCE PROCEEDS	32,100	47,371	0	0
OTHER REVENUE Total				**$746,904**	**$895,040**	**$880,800**	**$590,900**
Grand Total				**$10,169,991**	**$13,403,879**	**$8,676,500**	**$11,157,000**

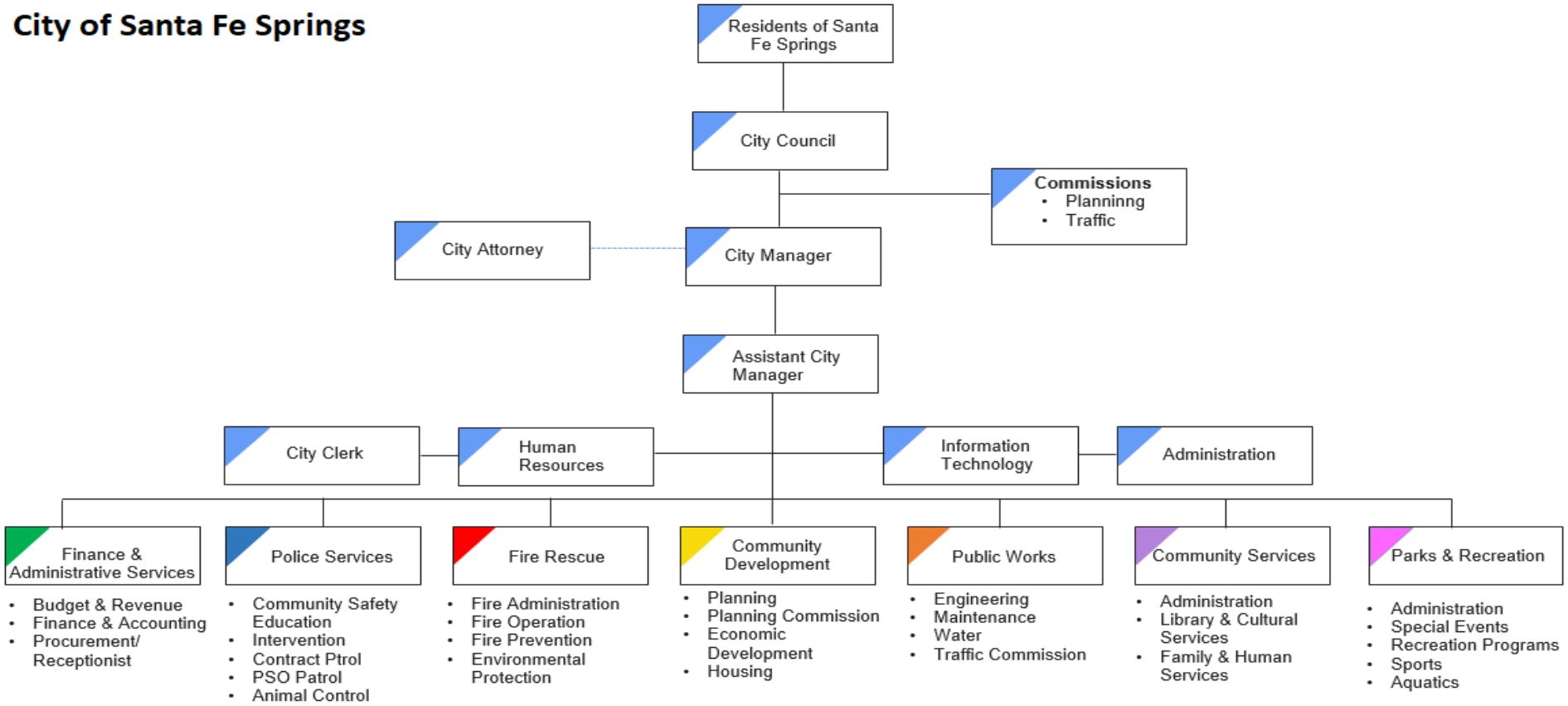
General Fund Department Expenditures
Summary By Department

Department	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
City Manager's Office	$ 4,033,985	$ 4,246,771	$ 4,898,900	$ 9,498,050
Community Development	3,036,904	3,146,527	4,359,400	2,914,200
Community Services				
Administration	1,083,119	1,314,722	1,495,400	2,492,150
Library & Cultural Services	1,683,660	2,231,900	2,230,500	2,509,400
Family and Human Services	1,757,067	1,930,050	2,152,800	3,334,800
Finance				
Finance	4,537,405	4,436,432	7,353,300	4,356,160
Non-Departmental	14,610	17,068	21,000	2,656,680
Fire-Rescue	21,513,525	21,956,989	23,261,000	26,790,700
Parks & Recreation	2,890,914	3,465,019	3,926,000	6,479,380
Police Services	15,126,088	15,406,475	17,937,100	20,169,100
Public Works				
Engineering	1,323,316	1,705,486	2,017,700	4,517,000
Maintenance	10,491,355	11,686,473	13,244,400	13,692,950
Total Departmental Expenditures	**67,491,945**	**71,543,912**	**82,897,500**	**99,410,570**
Non-Operating Expenditures				
Non-Recurring Expenditures *	1,056,074	1,367,011	4,961,800	-
Rennovation & Replacement	-	-	-	-
Vehicle/Equipment Acquisition	389,127	3,145,272	838,500	1,142,050
Capital Improvement Program Funding	2,800,000	2,800,000	2,800,000	-
Total	**$ 71,737,146**	**$ 78,856,195**	**$ 91,497,800**	**$ 100,552,620**

** Starting FY 2024-25 this activity is no longer being used*

Organizational Chart

City of Santa Fe Springs



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Fiscal Year 2024-25

Master Full-Time Position Control, by Department

Position	FY 2021-22	FY 2022-23	FY 2023-24	Amended FY 2023-24	Adopted FY 2024-25	Variance
City Manager's Office	7	7	7	16	17	1
Community Development	8	8	12	10	8	(2)
Community Services	19	19	19	26	28	2
Finance	23	24	24	16	18	2
Fire	57	57	57	58	60	2
Parks and Recreation	8	9	11	11	16	5
Police Services	11	13	13	13	15	2
Public Works	53	58	65	65	67	2
Total Full-Time Employees	**186**	**195**	**208**	**215**	**229**	**14**

Fiscal Year 2024-25
Master Part-Time Hours, by Department

Department	FTE Type	FY 2021-22	FY 2022-23	FY 2023-24	FY 2023-24 Amended	Adopted FY 2024-25	Variance
Community Development	Part-Time	2,080	2,080	2,080	2,080	2,080	-
Community Services	Part-Time	47,816	54,716	54,716	54,716	62,196	7,480
Finance	Part-Time	9,400	10,800	10,800	8,720	8,720	-
Fire	Part-Time	1,500	1,500	2,540	2,540	2,540	-
Parks and Recreation	Part-Time	61,447	62,460	65,500	65,500	91,565	26,065
Parks and Recreation	Part-Time-Benefited (Position)*	2	1	1	1	1	-
Police Services	Part-Time	18,304	16,640	16,640	16,640	16,640	-
Public Works	Part-Time	24,308	21,636	17,324	17,324	17,324	-
Total Part-Time Hours		**164,857**	**169,833**	**169,601**	**167,521**	**201,066**	**33,545**

**Part-Time Position(s)*

Fiscal Year 2024-25
Master Full-Time Position Control, by Department

Positions	FY 2021-22	FY 2022-23	FY 2023-24	AMENDED FY 2023-24	ADOPTED FY 2024-25	Variance
Account Clerk I	1	-	-	-	-	
Account Clerk II	-	1	1	1	1	
Account Clerk III	3	3	3	3	4	1
Account Clerk Supervisor	1	1	-	-	-	
Accountant	2	2	1	1	1	
Administrative Assistant I	1	1	1	1	1	
Administrative Assistant II	9	11	12	14	13	(1)
Administrative Battalion Chief	-	-	1	-	-	
Administrative Services Officer(formerly Municipal Affairs Manager)	1	1	1	1	1	
Assistant City Manager	-	-	-	1	1	
Assistant Civil Engineer	2	-	-	-	-	
Assistant Director of Finance	-	-	1	1	-	(1)
Assistant Director of Planning	1	1	1	1	-	(1)
Assistant Director of Police Services	1	1	1	1	1	
Assistant Director of Public Works	-	-	1	1	1	
Assistant Fire Chief	-	-	-	1	1	
Assistant Planner	1	1	1	1	1	
Assistant Traffic Signal & Lighting Technician	2	2	3	3	3	
Associate Civil Engineer	-	2	2	2	2	
Associate Planner	2	2	2	2	2	
Backflow & Cross Connection Specialist	-	-	1	1	1	
Batallion Chief	4	4	3	3	3	
Building Permit Technician I	1	1	1	-	-	
Building Permit Technician I (formally under Community Development)	-	-	-	1	1	
Building Permit Technician II	-	-	1	-	-	
Building Permit Technician II (formally under Community Development)	-	-	-	1	1	
Building Services and Housing Manager	-	-	-	1	1	
Bus Driver II	1	1	2	2	2	
Bus Driver III	1	1	1	1	1	
Capital Improvements Manager	1	1	1	1	1	
City Clerk	1	1	1	1	1	
City Manager	1	1	1	1	1	
Civil Engineering Assistant I	1	1	1	1	2	1
Civil Engineering Technician II	1	1	1	1	1	
Code Enforcement Inspector I	2	3	2	2	2	
Communications Specialist	-	1	1	2	2	-
Communications Specialist II	-	-	-	-	1	1
Community Development Director	-	-	-	1	1	
Community Services Specialist	3	4	5	5	4	(1)
Community Services Specialist (Transit Svcs)	-	-	-	-	1	1
Community Services Supervisor	1	1	1	1	1	
Community Services Supervisor	2	2	3	3	4	1
Community Services Supervisor (formally Yth Interv Prgm Suprv)	-	-	-	-	1	1
Computer Specialist III	2	2	2	2	2	
Deputy City Clerk	1	1	1	1	1	
Deputy Fire Marshall	1	1	1	1	1	
Director of Community Services	1	1	1	1	1	
Director of Finance & Administrative Services	1	1	1	1	1	
Director of Parks & Recreation(formerly Parks & Recreation Manager)	1	1	1	1	1	
Director of Planning	1	1	1	1	-	(1)
Director of Police Services	1	1	1	1	1	
Director of Public Works	1	1	1	1	1	
Director of Technology Services	1	-	-	-	-	
Economic Development Director*	-	-	1	1	1	
Economic Development Manager	-	-	1	-	-	
Electrician	1	1	-	-	-	
Electrician Assistant	-	1	1	1	1	
Electrician Supervisor	-	-	1	1	1	
Env. Protection Div./Fire Prevention Specialist	1	1	1	1	1	
Environmental Programs Manager	1	1	1	1	1	
Executive Assistant	-	-	-	-	1	1
Facility Lead Worker	1	1	1	1	1	
Facility Section Supervisor	1	1	1	1	1	
Facility Specialist	3	3	3	3	3	
Family & Human Services Manager	1	1	1	1	1	
Finance Analyst	-	-	1	1	1	
Finance Manager	1	1	-	-	1	1
Fire & Environmental Safety Inspector I	2	2	-	-	-	
Fire & Environmental Safety Inspector I/II	-	-	3	3	3	
Fire & Environmental Safety Inspector II	2	2	-	-	-	
Fire Captain	12	12	12	12	12	
Fire Chief	1	1	1	1	1	
Fire Engineer	12	12	12	12	12	
Fire Equiment Mechanic	-	-	-	1	1	
Fire Marshall	-	-	1	1	1	

Fiscal Year 2024-25
Master Full-Time Position Control, by Department

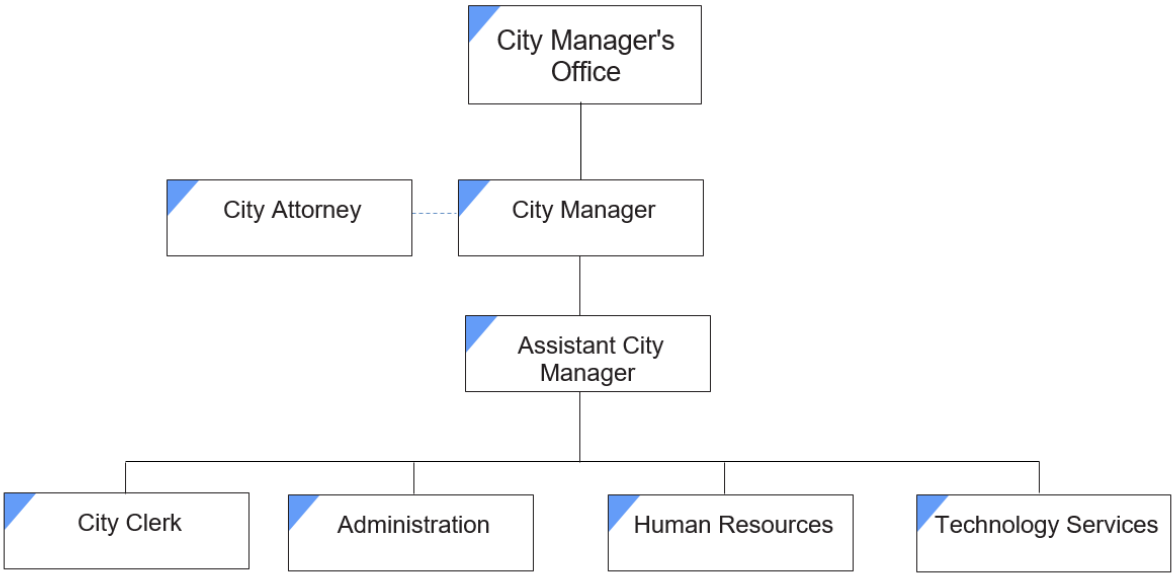
Positions	FY 2021-22	FY 2022-23	FY 2023-24	AMENDED FY 2023-24	ADOPTED FY 2024-25	Variance
Firefighter	9	9	9	9	9	
Firefighter/Paramedic II	9	9	9	9	9	
Fleet Supervisor	1	1	1	1	1	
Grounds Supervisors	-	1	1	1	1	
Housing Compliance Inspector	-	-	-	-	1	1
Human Resource Analyst	1	1	1	1	1	
Human Resource Manager	1	1	1	1	1	
Human Resource Manager-Benefits	-	-	-	-	1	1
Human Resource Specialist	1	1	1	1	1	
Human Services Case Worker I	1	1	1	1	1	
Human Services Case Worker II	1	1	1	1	1	
Lead Public Safety Officer (LPSO)	3	3	3	3	4	1
Librarian I	1	1	1	1	1	
Librarian II	2	2	2	2	2	
Librarian III	1	1	1	1	1	
Library Clerk I	1	1	1	1	1	
Library Services Manager	1	1	1	1	1	
Maintenance Worker I	7	9	9	9	9	
Maintenance Worker II	2	2	2	2	2	
Management Analyst I	-	-	-	-	2	2
Management Analyst II	3	3	3	3	3	-
Mechanic Assistant	-	1	1	1	1	
Mechanic I	1	2	2	2	2	
Mechanic II	2	2	2	1	1	
Municipal Services Manager	1	1	1	1	1	
Municipal Services Supervisor	1	1	1	-	-	
Municipal Srvcs Supvr(formally under Public Works)	-	-	-	1	-	(1)
Parks & Rec. Manager	-	-	-	-	2	2
Planning Program Assistant	1	1	1	-	-	
Planning Program Assistant (formally under Community Development)	-	-	-	1	-	(1)
Principal Accountant/Financial Analyst	-	-	-	-	1	1
Principal Engineer	-	-	-	-	1	1
Procurement Manager	1	1	1	1	1	
Procurement Specialist(formerly Storekeeper)	1	1	1	1	1	
Program Assistant	1	-	-	-	-	
Program Coordinator	4	4	4	5	5	-
Program Coordinator - Library Outreach	1	1	1	1	1	
Program Coordinator (formally Yth Interv Case Wrkr)	-	-	-	-	1	1
Public Information Officer	1	1	1	1	1	
Public Safety Officer II	-	-	-	-	2	2
Public Safety Officer Supervisor	1	1	1	1	1	
Public Works Department Secretary	1	1	1	1	1	
Public Works Inspector	1	1	1	1	1	
Reclass: Admin Assistant II to Executive Assistant	-	-	-	-	1	1
Reclass: Mgmnt Analyst II to Comm Srvcs Manager	-	-	-	-	1	1
Reclass: Municipal Srvcs Supvr to Community Srvcs Supvr	-	-	-	-	1	1
Revenue & Budget Manager	-	-	1	1	1	
Senior Account Clerk	-	-	1	1	1	
Senior Accountant	1	1	1	1	1	
Senior Budget Analyst	1	1	-	-	-	
Senior Code Enforcement Inspector	-	-	1	1	1	
Senior Executive Assistant to the City Manager & City Council (formerly Executive Assistant to the City Manager & City Council)	1	1	1	1	1	
Senior Human Resource Analyst	1	1	1	1	1	
Senior Planner	-	-	1	1	1	
Street Supervisor	-	1	1	1	1	
Streets & Grounds Lead Worker	1	-	-	-	-	
Streets & Grounds Maintenance Supervisor	1	-	-	-	-	
Superintendent	-	-	-	1	1	
Systems Analyst	1	1	1	1	1	
Technology Services Manager	-	1	1	1	1	
Traffic Engineer	1	1	1	1	1	
Traffic Signal & Lighting Supervisor	1	1	1	1	1	
Traffic Signal & Lighting Technician I	2	2	1	1	1	
Traffic Signal & Lighting Technician II	1	1	2	2	2	
Utility Services Manager	1	1	1	1	1	
Water Meter Reader	2	2	2	2	2	
Water System Operator	2	2	2	2	2	
Water Utility Lead Worker	2	2	2	2	2	
Water Utility Section Supervisor	1	1	1	1	1	
Water Utility Worker	4	4	6	6	6	
Youth Intervention Case Worker	1	1	1	1	-	(1)
Youth Intervention Program Supervisor	1	1	1	1	-	(1)
Grand Total	**186**	**195**	**208**	**215**	**229**	**14**

**Unfunded Position*

CITY MANAGER'S OFFICE

Organizational Chart and Position Listing
Fiscal Year 2024-25

City Manager's Office



City Manager's Office Positon Listing

Positions	FY 2021-22	FY 2022-23	FY 2023-24	AMENDED FY 2023-24	ADOPTED FY 2024-25	Variance
Administrative Assistant II	-	-	-	2	2	
Administrative Services Officer(formerly Municipal Affairs Manager)	1	1	1	1	1	
Assistant City Manager	-	-	-	1	1	
City Clerk	1	1	1	1	1	
City Manager	1	1	1	1	1	
~~Communications Specialist~~	-	1	1	-	-	-
Computer Specialist III	-	-	-	2	2	
Deputy City Clerk	1	1	1	1	1	
Human Resource Analyst	-	-	-	1	1	
Human Resource Manager	-	-	-	1	1	
Human Resource Manager-Benefits	-	-	-	-	1	1
~~Human Resource Specialist~~	-	-	-	1	1	
Program Assistant	1	-	-	-	-	
~~Public Information Officer~~	1	1	1	-	-	
Senior Executive Assistant to the City Manager & City Council(formerly Executive Assistant to the City Manager & City Council)	1	1	1	1	1	
Senior Human Resource Analyst	-	-	-	1	1	
Systems Analyst	-	-	-	1	1	
Technology Services Manager	-	-	-	1	1	
Grand Total	**7**	**7**	**7**	**16**	**17**	**1**
Part-Time Non- Beneffited Hours						
Total Number of Hours	1,300	2,860	2,860	2,860	2,860	

Department Narrative
Fiscal Year 2024-25

City Manager's Office

Mission Statement

The City Manager's Office is dedicated to implementing the priorities and objectives set forth by the City Council, delivering exceptional services, projects, and programs to the citizens of Santa Fe Springs. We strive to provide timely and accurate information, act as the primary liaison to community stakeholders, and maintain effective intergovernmental relations at all levels. Through organizational leadership, fiscal responsibility, and adherence to City Council policies, we are committed to enhancing the quality of life in Santa Fe Springs while ensuring efficient and effective city operations.

Department Description

The City Manager's Office is the central administrative body of Santa Fe Springs, encompassing the City Manager's administration team, City Clerk, offices of the City's Elected Officials, City Attorney, Human Resources, and Information Technology. The City Manager, serving as the chief executive officer, is responsible for implementing City Council priorities and objectives, ensuring the delivery of high-quality services, projects, and programs to the residents of Santa Fe Springs.

The City Manager also oversees the preparation and administration of a balanced annual budget, provides organizational leadership to City staff and operations, and acts as the primary liaison for community stakeholders and intergovernmental relations at the local, regional, state, federal, and international levels.

The City Manager appoints the Executive Management Team, which includes the Assistant City Manager, Director of Finance & Administrative Services, Fire Chief, Director of Community Development, Director of Community Services, Director of Parks & Recreation, Director of Police Services, and Director of Public Works.

The City Attorney, serving as the legal counsel for the City, advises the City Council and staff on legal matters related to municipal operations, with services provided through a private legal firm.

The City Manager's Office is dedicated to ensuring effective and efficient city operations, maintaining and enhancing the quality of life in Santa Fe Springs, and providing timely and accurate dissemination of information to the public.

City Manager's Office

FY 2024-25 Adopted Budget

Department Summary

Number	Activity Name	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
10101110	City Council	$ 513,483	$ 547,763	$ 600,000	$ 576,300
10101115	City Clerk	301,253	362,687	406,100	754,500
10101120	City Attorney	185,170	235,012	320,100	345,000
10101125	City Manager's Office	812,184	784,733	964,400	1,266,500
10101130	Community Organization Support	148,034	179,067	192,800	233,800
10101225	Risk Management*	-	-	-	1,572,900
10101135	Human Resources*	-	-	-	2,135,400
10101215	Technology Services*	-	-	-	2,613,650
10101140	Community Promotions**	571,675	637,116	781,300	-
10101145	Waste Management^	1,502,187	1,500,393	1,634,200	-
Department Totals		$ 4,033,985	$ 4,246,771	$ 4,898,900	$ 9,498,050

***Human Resources, Technology Services, and Risk Management have relocated from Finance Department in FY 2024-25**
****Community Promotions was disbursed to the following activities: City Manager's Office, PRS, Community Services and Public Works in FY 2024-25**
^Waste Management relocated to Public Works in FY 2024-25

City Council (10101110)
Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	$ 118,782	$ 123,452	$ 124,000	$ 108,400
512310	Applied Benefits	232,727	249,285	242,000	212,900
	Total Salaries and Benefits	351,509	372,737	366,000	321,300
521000	Supplies	5,564	8,446	5,000	5,000
540030	Travel and Meetings	51,264	57,397	55,000	55,000
540010	Memberships	513	1,000	1,000	1,000
542050	Contractual Services	95,632	99,183	164,000	194,000
592000	Equipment Usage	9,000	9,000	9,000	-
	Total Maintenance and Operations	161,973	175,026	234,000	255,000
	- Activity Total -	$ 513,483	$ 547,763	$ 600,000	$ 576,300

City Clerk (10101115)
Activity Detail

Object No.	Description	Actuals FY 2021-22	Actuals FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	$ 88,563	$ 104,821	$ 116,100	$ 176,200
510020	PT Salaries	1,237	7,564	-	-
510040	OT Pay	-	557	-	-
512310	Applied Benefits	122,560	125,425	162,000	234,800
512320	PT Applied Benefits	89	531	-	-
	Total Salaries and Benefits	212,448	238,898	278,100	411,000
521000	Supplies	7,163	7,112	4,000	4,500
534000	Telephone	677	845	1,200	1,200
542010	Advertising	714	1,274	2,000	2,000
540030	Travel and Meetings	-	3,461	3,000	3,000
540010	Memberships	1,040	1,435	1,800	1,800
540020	Training	1,780	5,759	5,000	5,000
542050	Contractual Services	77,431	48,709	111,000	266,000
544020	Intergovernmental Charges	-	55,194	-	60,000
	Total Maintenance and Operations	88,806	123,789	128,000	343,500
	- Activity Total -	$ 301,253	$ 362,687	$ 406,100	$ 754,500

City Attorney (10101120)
Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
542050	Contractual Services	$ 185,170	$ 235,012	$ 320,100	$ 345,000
	Total Maintenance and Operations	185,170	235,012	320,100	345,000
	- Activity Total -	$ 185,170	$ 235,012	$ 320,100	$ 345,000

City Manager's Office (10101125)
Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	$ 288,789	$ 295,056	$ 335,300	$ 372,800
510040	OT Pay	-	810	-	-
510020	PT Salaries	8,429	7,393	19,700	38,100
512310	Applied Benefits	453,041	424,292	498,400	587,900
512320	PT Applied Benefits	605	519	1,500	3,300
	Total Salaries and Benefits	750,864	728,070	854,900	1,002,100
521000	Supplies	19,967	13,595	15,000	30,800
542010	Advertising	-	-	-	1,500
534000	Telephone	1,739	2,718	3,000	3,000
540030	Travel and Meetings	15,120	13,071	15,000	20,000
540010	Memberships	2,204	2,609	3,100	43,600
540020	Training	-	-	2,900	4,000
542050	Contractual Services	14,290	7,605	62,500	71,000
544020	Intergovermental Charges	-	-	-	75,000
581000	Principal	-	8,326	-	-
582000	Interest	-	539	-	-
592000	Equipment Usage	8,000	8,000	8,000	-
593000	Contributions	-	200	-	15,500
	Total Maintenance and Operations	61,320	56,663	109,500	264,400
	- Activity Total -	$ 812,184	$ 784,733	$ 964,400	$ 1,266,500

Community Organization Support (10101130)
Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
521000	Supplies	$ 34	$ -	$ -	$ -
593000	Contributions	147,500	177,500	190,800	228,800
593500	Contributions- Discretionary Funding	500	1,567	2,000	5,000
	Total Maintenance and Operations	148,034	179,067	192,800	233,800
	- Activity Total -	$ 148,034	$ 179,067	$ 192,800	$ 233,800

Risk Management (10101225)
Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	$ -	$ -	$ -	$ 33,600
512310	Applied Benefits	-	-	-	44,400
	Total Salaries and Benefits	-	-	-	78,000
521000	Supplies	-	-	-	-
542050	Contractual Services	-	-	-	8,800
541010	Crime Insurance/Bonds	-	-	-	8,000
	Supplies				-
541020	Property Insurance	-	-	-	316,800
541030	Earthquake Insurance	-	-	-	367,300
541040	Liability Insurance	-	-	-	794,000
	Total Maintenance and Operations	-	-	-	1,494,900
	- Activity Total -	$ -	$ -	$ -	$ 1,572,900

(Activity relocated from Finance Department in FY 2024-25)

Human Resources (10101135)
Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	$ -	$ -	$ -	$ 662,800
510040	OT Pay	-	-	-	6,000
510020	PT Salaries	-	-	-	200,000
512310	Applied Benefits	-	-	-	723,900
512320	PT Applied Benefits	-	-	-	-
512410	Vision Reimbursement	-	-	-	72,000
512510	Employee Service Awards	-	-	-	28,000
	Total Salaries and Benefits	-	-	-	1,692,700
521000	Supplies	-	-	-	45,500
534000	Telephone	-	-	-	2,500
542010	Advertising	-	-	-	15,000
540030	Travel and Meetings	-	-	-	12,000
540010	Memberships	-	-	-	5,000
540020	Training	-	-	-	70,500
542050	Contractual Services	-	-	-	285,000
544020	Intergovernmental Charges	-	-	-	7,200
	Total Maintenance and Operations	-	-	-	442,700
	- Activity Total -	$ -	$ -	$ -	$ 2,135,400

(Activity Relocated from Finance Department in FY 2024-25)

Technology Services (10101215)

Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	$ -	$ -	$ -	$ 450,800
510040	OT Pay	-	-	-	5,000
510050	PT OT Pay	-	-	-	-
510020	PT Salaries	-	-	-	31,400
510060	Standby Pay	-	-	-	18,000
510070	Acting Pay	-	-	-	-
512310	Applied Benefits	-	-	-	603,300
512320	PT Applied Benefits	-	-	-	2,800
	Total Salaries and Benefits	-	-	-	1,111,300
521000	Supplies	-	-	-	16,000
534000	Telephone	-	-	-	312,900
540030	Travel and Meetings	-	-	-	2,000
540010	Memberships	-	-	-	1,000
540020	Training	-	-	-	10,000
542050	Contractual Services	-	-	-	1,160,450
592000	Equipment Usage	-	-	-	-
	Total Maintenance and Operations	-	-	-	1,502,350
	- Activity Total -	$ -	$ -	$ -	$ 2,613,650

(Activity relocated from Finance Department in FY 2024-25)

Community Promotion (10101140)

Activity Detail

Object No.	Description	Actual FY 2021-22	Actuals FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	103,542	131,021	139,200	$ -
510020	PT Salaries	2,869	3,199	18,500	-
510040	OT Pay	67,181	51,798	49,500	-
510050	PT OT Pay	6,907	287	4,100	-
512310	Applied Benefits	174,310	176,068	198,700	-
512320	PT Applied Benefits	425	331	1,500	-
	Total Salaries and Benefits	355,233	362,704	411,500	-
521000	Supplies	40,665	29,957	57,900	-
542010	Advertising	-	-	1,500	-
540030	Travel and Meetings	5,450	6,507	4,600	-
540010	Memberships	32,246	31,622	40,600	-
540020	Training	299	-	-	-
542050	Contractual Services	112,651	148,518	174,700	-
544020	Intergovernmental Charges	15,580	-	75,000	-
593000	Contributions	9,550	57,808	15,500	-
	Total Maintenance and Operations	216,442	274,412	369,800	-
	- Activity Total -	$ 571,675	$ 637,116	$ 781,300	$ -

(Activity disbursed to City Manager's Office, Parks & Rec, Community Development, and Public Works in FY 2024-25)

Waste Management (10101145)

Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	$ 219,422	$ 221,170	$ 230,500	$ -
510040	OT Pay	6,851	11,904	12,000	-
510050	PT OT Pay	-	-	-	-
510020	PT Salaries	27,990	21,203	18,400	-
512310	Applied Benefits	414,201	373,420	363,700	-
512320	PT Applied Benefits	5,605	5,743	2,500	-
	Total Salaries and Benefits	674,069	633,440	627,100	-
521000	Supplies	9,237	5,839	10,000	-
534000	Telephone	481	602	500	-
540030	Travel and Meetings	190	-	1,500	-
542050	Contractual Services	451,612	508,503	636,000	-
541040	Liability Insurance	28,663	34,390	42,600	-
544020	Intergovernmental Charges	-	-	2,000	-
591000	Overhead	337,035	316,719	313,600	-
592000	Equipment Usage	900	900	900	-
	Total Maintenance and Operations	828,117	866,953	1,007,100	-
	- Activity Total -	$ 1,502,187	$ 1,500,393	$ 1,634,200	$ -

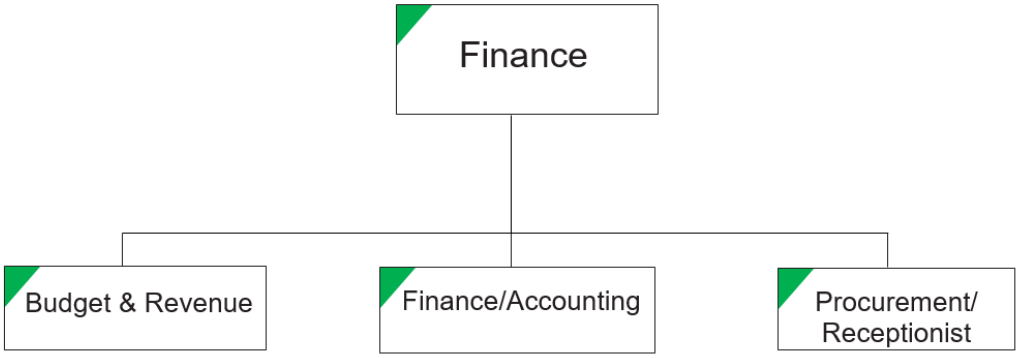
(Activity relocated to Public Works in FY 2024-25)

FINANCE & ADMINISTRATIVE SERVICES

CITY OF SANTA FE SPRINGS

Organizational Chart and Position Listing
Fiscal Year 2024-25

Finance & Administrative Services



Finance Positon Listing

Positions	FY 2021-22	FY 2022-23	FY 2023-24	AMENDED FY 2023-24	ADOPTED FY 2024-25	Variance
Account Clerk I	1	-	-	-	-	
Account Clerk II	-	1	1	1	1	
Account Clerk III	3	3	3	3	4	1
Account Clerk Supervisor	1	1	-	-	-	
Accountant	2	2	1	1	1	
Administrative Assistant II	1	2	2	2	1	(1)
~~Assistant Director of Finance~~	-	-	1	1	-	(1)
~~Computer Specialist III~~	2	2	2	-	-	
Director of Finance & Administrative Services	1	1	1	1	1	
~~Director of Technology Services~~	1	-	-	-	-	
Executive Assistant	-	-	-	-	1	1
Finance Analyst	-	-	1	1	1	
Finance Manager	1	1	-	-	1	1
~~Human Resource Analyst~~	1	1	1	-	-	
~~Human Resource Manager~~	1	1	1	-	-	
~~Human Resource Specialist~~	1	1	1	-	-	
Principal Accountant/Financial Analyst	-	-	-	-	1	1
Procurement Manager	1	1	1	1	1	
Purchasing Specialist(*formerly Storekeeper)	1	1	1	1	1	
Revenue & Budget Manager	-	-	1	1	1	
Senior Account Clerk	-	-	1	1	1	
Senior Accountant	1	1	1	1	1	
Senior Budget Analyst	1	1	-	-	-	
~~Senior Human Resource Analyst~~	1	1	1	-	-	
~~Systems Analyst~~	1	1	1	-	-	
~~Technology Services Manager~~	-	1	1	-	-	
Administrative Assistant II/Receptionist	1	1	1	1	1	
Grand Total	**23**	**24**	**24**	**16**	**18**	**2**
Part-Time Non- Beneffited Hours						
Total Number of Hours	9,400	10,800	10,800	8,720	8,720	

Department Narrative
Fiscal Year 2024-25

Finance & Administrative Services

Mission Statement

The Finance & Administrative Services Department (Finance & Admin) is dedicated to upholding the highest standards of financial stewardship. Our mission encompasses maintaining meticulous financial records in accordance with Generally Accepted Accounting Principles (GAAP) and ensuring compliance with State and Federal regulations. We are committed to safeguarding the city's valuable resources with integrity and diligence.

Finance & Admin is focused on enhancing financial planning, reporting, and forecasting to empower operating departments in realizing their program objectives effectively. By providing accurate, timely, and transparent financial information, we aim to support informed decision-making by elected officials, the City Manager, and the public. Through our dedication to excellence and accountability, we strive to foster trust and confidence in our financial practices and contribute to the continued prosperity of Santa Fe Springs.

Department Description

The Finance Division is responsible for all City accounting, cashiering, financial planning, and investment activities, including managing the City's investment portfolio and overseeing debt and bond issues. Accounts for financial transactions of the City, Successor Agency, Water Utility Authority, and Public Finance Authority. Projects and monitors revenues, forecasts long-term financial conditions, oversee the fee study, coordinates audits, and prepares the City's budget and Annual Comprehensive Financial Report (ACFR). Manages day-to-day financial transactions, including accounts payable, accounts receivable, payroll, and finance subsystems. Coordinates inventory management for the City's general fixed assets. Provides accounting for over $100 million in revenues and expenditures annually, producing over 100 reports for state and federal agencies.

Procurement and Administration Division is responsible for overseeing organization-wide operations and managing the acquisition of goods and services. Provides technical assistance and management support to all City departments. This includes the administration of central telephone and mail functions, directing inquiries to appropriate staff, processing and distributing mail, and managing the City's voice network. Manages the requisition process, maintains stock levels at the central warehouse, and provides funding for equipment and services related to duplicating.

Summary of Notable Accomplishments During Fiscal Year 2023 – 2024

- Contracted with UKG for the payroll portion of the Human Resources and Payroll software project.
- Implemented Planetbids to streamline the Procurement process.
- Issued a Request for Proposal (RFP) for banking services and selected Farmers & Merchants Bank which saves the city approximately $16,000 in annual banking activity charges.
- First time Finance receives an Investment policy certificate validated by California Municipal Treasurers Association (CMTA)
- Successfully implemented three budget workshops in the budget process that allowed for Council action and comprehensive understanding among city residents.

CITY OF SANTA FE SPRINGS

Department Narrative
Fiscal Year 2024-25

Finance & Administrative Services

Goals/Objectives for Upcoming Fiscal Year 2024 – 2025

- Receive the Government Finance Officers Association Award (GFOA) for Distinguished Budget Presentation Award
- Continue to receive the Government Finance Officers Association Award (GFOA) Certificate of Achievement for Excellence in Financial Reporting
- Implementation of a Payroll, Budget, Water Utility Billing, and Business license software system.

Department Performance Measures

Performance Measure	Actual	Adopted	Projected
	FY 2022-23	FY 2023-24	FY 2024-25
Government Finance Officers Association Award (GFOA) for Distinguished Budget Presentation Award	No	No	Yes
Budget Presented to Council by 6/30	Yes	Yes	Yes
Number of Vendor ACH Payments Processed	-	-	70% (1,920)

Finance and Administrative Services

FY 2024-25 Adopted Budget

Department Summary

Number	Acivity Name	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
10101210	Finance	$ 2,727,850	$ 2,858,305	$ 3,650,700	$ 4,356,160
10101210	Admin Services - Non-Departmental*	14,610	17,068	21,000	2,656,680
10101135	Human Resources**	1,284,080	1,405,821	1,501,100	-
10101215	Technology Services**	1,250,710	1,153,104	1,738,400	-
10101225	Risk Management**	1,105,110	1,225,993	1,664,000	-
10101230	Overhead Recovery^	(1,830,345)	(2,206,791)	(1,200,900)	-
Department Totals		$ 4,552,014	$ 4,453,500	$ 7,374,300	$ 7,012,840

FY 2024-25 City Wide Utilities Moved to Finance
Moved to City Manager's Office Department in FY 2024-25
^FY 2024-25 Overhead Recovery recognized under General Fund Revenue

Finance (10101210)
Activity Detail

Object No.	Description	Actuals FY 2021-22	Actuals FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	$ 664,316	$ 653,428	$ 867,400	$987,300
510020	PT Salaries	60,338	71,553	113,100	$ 91,400
510040	FT OT Pay	8,086	10,376	17,500	17,500
510050	PT OT Pay	274	501	-	-
510070	Acting Pay	-	931	-	-
512310	Applied Benefits	1,070,729	1,018,525	1,232,400	$1,454,560
512320	PT- Applied Benefits	8,715	8,826	11,500	10,900
	Total Salaries and Benefits	1,812,457	1,764,140	2,241,900	2,561,660
521000	Supplies	35,413	45,785	39,500	39,500
534000	Telephone	34,312	36,848	38,300	38,300
540010	Memberships	3,845	2,764	5,100	5,100
540020	Training	6,247	5,759	8,500	13,100
540030	Travel and Meetings	5,028	3,087	6,000	6,000
542050	Contractual Services	470,201	592,991	810,900	798,500
544020	Intergovernmental Charges	353,848	400,431	494,000	490,000
523030	Miscellaneous Equipment	-	-	-	404,000
592000	Equipment Usage	6,500	6,500	6,500	-
	Total Maintenance and Operations	915,394	1,094,165	1,408,800	1,794,500
	- Activity Total -	$ 2,727,850	$ 2,858,305	$ 3,650,700	$ 4,356,160

Administrative Services (Non- Departmental) (10101299)

Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
	City Wide Utility				
531000	Electricity	$ 12,579	$ 14,582	$ 18,000	$ 1,926,000
532000	Natural Gas	548	863	1,100	44,000
533000	Water	1,483	1,623	1,900	686,680
	Total Maintenance and Operations	14,610	17,068	21,000	2,656,680
	- Activity Total -	$ 14,610	$ 17,068	$ 21,000	$ 2,656,680

FY 2024-25 City wide Utilities moved to Finance

Human Resources (10101135)
Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	$ 351,087	$ 402,029	$ 421,300	$ -
510040	OT Pay	4,824	1,745	5,000	-
510020	PT Salaries	16,847	8,807	-	-
512310	Applied Benefits	620,002	655,778	558,100	-
512320	PT Applied Benefits	1,888	713	-	-
512410	Vision Reimbursement	56,180	62,283	72,000	-
512510	Employee Service Awards	17,167	15,775	28,000	-
	Total Salaries and Benefits	1,067,993	1,147,130	1,084,400	-
521000	Supplies	14,299	19,449	38,500	-
534000	Telephone	1,791	1,894	2,500	-
542010	Advertising	3,272	9,411	12,000	-
540030	Travel and Meetings	2,492	12,646	12,000	-
540010	Memberships	1,840	2,718	4,500	-
540020	Training	43,025	59,812	65,000	-
542050	Contractual Services	143,226	149,719	275,000	-
544020	Intergovernmental Charges	6,140	3,042	7,200	-
	Total Maintenance and Operations	216,086	258,691	416,700	-
	- Activity Total -	$ 1,284,080	$ 1,405,821	$ 1,501,100	$ -

Activity relocated to City Manager's Office Department in FY 2024-25

Technology Services (10101215)

Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	$ 215,982	$ 204,222	$ 333,200	$ -
510040	OT Pay	4,447	2,095	5,000	-
510050	PT OT Pay	101	-	-	-
510020	PT Salaries	26,511	27,652	28,300	-
510060	Standby Pay	16,940	18,015	18,000	-
510070	Acting Pay	3,549	2,118	-	-
512310	Applied Benefits	352,406	316,374	457,200	-
512320	PT Applied Benefits	6,616	6,889	1,900	-
	Total Salaries and Benefits	626,553	577,365	843,600	-
521000	Supplies	13,267	15,401	16,000	-
534000	Telephone	251,126	240,329	264,500	-
540030	Travel and Meetings	1,243	371	2,000	-
540010	Memberships	1,010	260	1,000	-
540020	Training	5,995	475	10,000	-
542050	Contractual Services	341,915	309,303	591,700	-
592000	Equipment Usage	9,600	9,600	9,600	-
	Total Maintenance and Operations	624,156	575,739	894,800	-
	- Activity Total -	$ 1,250,710	$ 1,153,104	$ 1,738,400	$ -

Activity relocated to City Manager's Office Department in FY 2024-25

Risk Management (10101225)

Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	$ 44,798	$ 49,735	$ 61,400	$ -
512310	Applied Benefits	82,978	85,846	91,400	-
	Total Salaries and Benefits	127,776	135,581	152,800	-
542050	Contractual Services	7,268	13,818	8,000	-
541010	Crime Insurance/Bonds	6,625	6,956	7,300	-
541020	Property Insurance	218,920	215,580	288,000	-
541030	Earthquake Insurance	256,880	269,050	333,900	-
541040	Liability Insurance	487,641	585,008	721,200	-
	Total Maintenance and Operations	977,334	1,090,412	1,358,400	-
	- Activity Total -	$ 1,105,110	$ 1,225,993	$ 1,511,200	$ -

Activity relocated to City Manager's Office Department in FY 2024-25

Overhead Recovery (10101230)
Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
591000	Overhead	$ (1,830,345)	$ (2,206,791)	$ (1,200,900)	$ -
	- Activity Total -	$ (1,830,345)	$ (2,206,791)	$ (1,200,900)	$ -
	FY 2024-25 Overhead Recovery recognized under General Fund Revenue				

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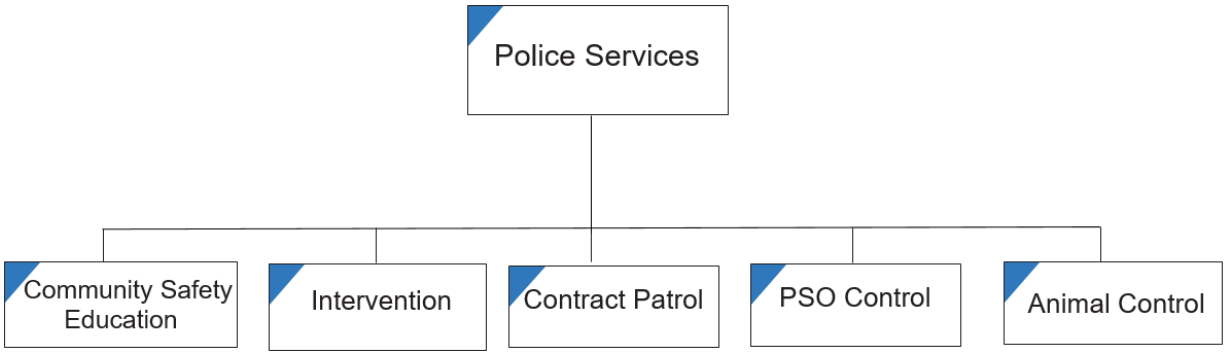
POLICE SERVICES

CITY OF SANTA FE SPRINGS

Organizational Chart and Position Listing
Fiscal Year 2024-25

POLICE SERVICES



Police Services Positon Listing

Positions	FY 2021-22	FY 2022-23	FY 2023-24	AMENDED FY 2023-24	ADOPTED FY 2024-25	Variance
Administrative Assistant II	1	2	2	2	2	
Assistant Director of Police Services	1	1	1	1	1	
Code Enforcement Inspector I	2	3	2	2	2	
Director of Police Services	1	1	1	1	1	
Lead Public Safety Officer (LPSO)	3	3	3	3	4	1
Management Analyst II	-	-	-	-	1	1
Public Safety Officer II	-	-	-	-	2	2
Public Safety Officer Supervisor	1	1	1	1	1	
Senior Code Enforcement Inspector	-	-	1	1	1	
~~Youth Intervention Case Worker~~	1	1	1	1	-	(1)
~~Youth Intervention Program Supervisor~~	1	1	1	1	-	(1)
Grand Total	**11**	**13**	**13**	**13**	**15**	**2**
Part-Time Non- Beneffited Hours						
Total Number of Hours	18,304	16,640	16,640	16,640	16,640	

Department Narrative
Fiscal Year 2024-25

POLICE SERVICES

Mission Statement
The Department of Police Services is dedicated to public safety and working together for a safe community. Our mission is to provide high quality public safety and law enforcement services through unique community-police partnerships.

Department Description
The Department of Police Service is responsible for the management of all law enforcement services in the City. It is comprised of City Administrative Personnel, Public Safety Officers, and Code Enforcement Inspectors, who work alongside Whittier Police Department sworn personnel on developing effective solutions to address community defined law enforcement concerns and providing quality service. Through collaborative partnerships, the Department provides a variety of supplemental programs and services to enhance the safety and wellbeing of the community.

The Department is led by the Director of Police Services and Assistant Director of Police Services who are responsible for planning and directing and coordinating public safety and law enforcement activities and overseeing the daily operations. Additionally, (2) full-time Administrative Assistants and (1) hourly Administrative Clerk provide customer service to patrons and support all department personnel. Administrative personnel also manage the departments False Alarm Program, DUI Restitution, Animal Control Program, and process regulatory permits such as Secondhand Dealer permits, mobile food truck, sidewalk vending, solicitors, yard sale, special events permits and rebate programs.

Public Safety Officers (PSO's) provide citywide support and perform a variety of public safety and law enforcement functions and serve as a liaison between law enforcement and the community. Currently, the PSO program deploys (1) PSO Supervisor, (3) Lead PSOs, and (9) part-time PSO's. PSO's work seven days a week to enhance the quality of life and increase the safety and well-being of citizens who live, work and visit the City. Their duties include but are not limited to responding to non-emergent/non-hazardous calls for service, preparing crime reports, traffic collision reports, providing security at City permits, securing parks, coordinating the removal of illegally dumped items and graffiti, assisting at City special events, community engagement/programs and enforcing parking/municipal code violations. PSO's supplement sworn personnel by responding to non-emergent calls for service and addressing quality of life concerns, which allows for sworn officers to remain free to respond to priority calls.

Code Enforcement is another significant component of the department consisting of (1) Senior Code Enforcement Inspector and (2) Code Enforcement Inspectors. The Division works closely with all City departments to ensure community needs are met. Inspectors are responsible for enforcing municipal code violations related to commercial and residential property maintenance standards, illegal business operations, unpermitted land use and illegal construction. Code Enforcement Inspectors also enforce building code violations, zoning violations, health and safety standards related to environmental protection and neighborhood preservation.

Summary of Notable Accomplishments During Fiscal Year 2023 – 2024
- Successfully increased the number of ALPR Cameras deployed throughout the City.
- Successfully implemented a Senior Code Enforcement Inspector to increase efficiency and effectiveness.
- Successfully implemented a Special Enforcement Detail to focus on quality of life issues.
- Successfully connected with the community through community policing events, programs & awareness campaigns.
- Entered into an agreement with the California Highway Patrol to improve traffic safety.
- Completed several large homeless encampment cleanups throughout the City.

CITY OF SANTA FE SPRINGS

Department Narrative
Fiscal Year 2024-25

POLICE SERVICES

Goals/Objectives for Upcoming Fiscal Year 2024 – 2025

- Increase public engagement through collaborative partnerships and expanding community-police programs.
- Enhance crime prevention efforts and traffic safety.
- Advance the use of technology to improve services, safety, efficiency and effectiveness.
- Implement facility upgrades to enhance security and safety at City facilities and Parks.
- Continue to promote and maintain a desirable living and working environment.
- Increase department personnel to provide high quality service to the community, reduce crime and maintain acceptable police response times.
- Prioritize staff development and leadership through enhanced training and mentoring.

Department Performance Measures

Performance Measure	Actual	Adopted	Projected
	FY 2022-23	FY 2023-24	FY 2024-25
Criminal/ Non-Criminal/ Collision Reports Prepared by PSO's	1,285	1,400	1,500
Pro-Active Directed Patrols by PSO's	4,856	4,900	5,000
False Alarm Invoices Processed	2,072	2,100	2,100
Animal Licenses Issued	1,067	1,100	1,100
Service Calls Responded by Public Safety Officers	4,580	4,600	4,800
Service Calls Responded to by Police Officers	15,098	16,000	16,000
Code Enforcement Complaint/Compliance Follow-ups	617	800	1,200

Police Services

FY 2024-25 Adopted Budget

Department Summary

Number	Activity Name	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
10102299	Police Administration	$ 824,914	$ 942,147	$ 1,012,700	$ 1,238,000
10102225	Animal Control	93,802	100,482	169,400	165,700
10102215	Contract Patrol	11,970,218	12,169,424	13,760,700	16,041,700
10102235	Code Enforcement	415,967	311,580	714,400	797,000
10102220	Public Safety Officer Patrol	1,160,457	1,180,475	1,528,300	1,926,700
10102240	Facility Operations*	202,272	239,110	247,700	-
10102230	Emergency Preparedness **	27,145	29,471	38,700	-
10102210	Family & Youth Interv. Programs ***	431,312	433,786	465,200	-
Department Total		$ 15,126,088	$ 15,406,475	$ 17,937,100	$ 20,169,100

**** Relocated to PW- Maintenance under the Facilities activity in FY 2024-25***
***** Relocated to Fire-Rescue under the Fire Suppression activity in FY 2024-25***
****** Relocated to PRS activity in FY 2024-25***

Police Administration (10102299)

Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	$ 289,321	$ 363,027	$ 345,800	$ 468,500
510040	OT Pay	267	781	-	-
510050	PT OT Pay	136	-	-	-
510020	PT Salaries	26,015	8,187	26,400	33,000
512310	Applied Benefits	434,869	491,200	508,500	624,100
512320	PT Applied Benefits	5,990	1,661	5,700	7,200
	Total Salaries and Benefits	756,599	864,856	886,400	1,132,800
521000	Supplies	17,778	16,056	29,500	29,500
534000	Telephone	26,968	27,238	27,200	29,000
540030	Travel and Meetings	1,349	2,208	3,000	3,000
540010	Memberships	317	222	500	500
540020	Training	-	2,034	3,000	3,000
542050	Contractual Services	6,903	8,833	18,100	10,200
593000	Contributions	-	5,700	30,000	30,000
592000	Equipment Usage	15,000	15,000	15,000	-
	Total Maintenance and Operations	68,315	77,291	126,300	105,200
	- Activity Total -	$ 824,914	$ 942,147	$ 1,012,700	$ 1,238,000

Animal Control (10102225)

Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
521000	Supplies	$ 1,114	$ 65	$ 2,000	$ 2,000
534000	Telephone	912	912	1,000	1,000
542050	Contractual Services/Animal Control	1,934	2,075	13,700	10,000
544020	Intergovernmental Charges - SEAACA	89,841	97,430	152,700	152,700
	Total Maintenance and Operations	93,802	100,482	169,400	165,700
	- Activity Total -	$ 93,802	$ 100,482	$ 169,400	$ 165,700

Contract Patrol (10102215)
Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
521000	Supplies	$ 28,338	$ 40,949	$ 38,500	$ 38,500
523030	Misc. Equipment Replac	-	-	-	170,000
534000	Telephone	3,232	2,140	4,000	2,500
542050	Contractual Services	233,194	273,565	284,000	284,000
544020	Intergovernmental Charges	11,506,459	11,647,170	13,336,400	15,546,700
593000	Contributions	2,600	6,250	9,800	-
581000	Principal	100,240	106,941	-	-
582000	Interest	8,155	4,409	-	-
592000	Equipment Usage	88,000	88,000	88,000	-
	Total Maintenance and Operations	11,970,218	12,169,424	13,760,700	16,041,700
	- Activity Total -	$ 11,970,218	$ 12,169,424	$ 13,760,700	$ 16,041,700

Code Enforcement (10102235)

Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	$ 143,235	$ 99,530	$ 222,500	$ 232,700
510040	OT Pay	464	757	8,000	8,000
512310	Applied Benefits	214,429	152,714	319,600	347,700
	Total Salaries and Benefits	358,128	253,001	550,100	588,400
521000	Supplies	611	5,613	8,500	8,500
534000	Telephone	1,556	1,549	3,000	3,000
540010	Membership	1,327	200	500	500
540020	Training	285	1,315	15,000	15,000
542010	Advertising	1,578	2,812	2,000	4,000
542050	Contractual Services	32,282	26,890	115,100	177,600
592000	Equipment Usage	20,200	20,200	20,200	-
	Total Maintenance and Operations	57,839	58,579	164,300	208,600
	- Activity Total -	$ 415,967	$ 311,580	$ 714,400	$ 797,000

Public Safety Officer Patrol (10102220)

Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	$ 266,553	$ 280,127	$ 307,100	$ 528,400
510040	OT Pay	21,537	20,005	27,000	27,500
510050	PT OT Pay	13,223	14,747	15,000	15,000
510020	PT Salaries	222,861	229,345	392,700	416,000
510060	Standby Pay	-	-	500	500
510062	PT Standby Pay	-	-	500	500
512310	Applied Benefits	427,143	419,783	488,200	624,000
512320	PT Applied Benefits	45,645	45,432	85,500	90,800
	Total Salaries and Benefits	996,962	1,009,439	1,316,500	1,702,700
521000	Supplies	31,043	35,746	44,500	62,000
534000	Telephone	1,488	1,431	2,600	2,600
542050	Contractual Services	96,964	99,859	130,700	159,400
592000	Equipment Usage	34,000	34,000	34,000	-
	Total Maintenance and Operations	163,496	171,036	211,800	224,000
	- Activity Total -	$ 1,160,457	$ 1,180,475	$ 1,528,300	$ 1,926,700

Facility Operations (10102240)
Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	$ 11,008	$ 18,788	$ 19,300	$ -
510040	OT Pay	7,474	15,024	10,000	-
510050	PT OT Pay	1,619	144	-	-
512310	Applied Benefits	24,206	35,304	32,500	-
	Total Salaries and Benefits	44,307	69,260	61,800	-
521000	Supplies	8,738	20,364	12,400	-
531000	Electricity	19,960	19,618	24,000	-
532000	Natural Gas	1,334	2,703	2,400	-
533000	Water	3,086	3,187	3,500	-
534000	Telephone	2,729	3,138	3,400	-
542050	Contractual Services	115,019	113,740	133,100	-
592000	Equipment Usage	7,100	7,100	7,100	-
	Total Maintenance and Operations	157,966	169,850	185,900	-
	- Activity Total -	$ 202,272	$ 239,110	$ 247,700	$ -

Activity relocated to PW-Maintenance under the Facilities activity in FY 2024-25

Emergency Preparedness (10102230)

Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510040	OT Pay	$ 937	$ 453	$ -	$ -
	Total Salaries and Benefits	937	453	-	-
521000	Supplies	8,759	11,476	17,500	-
534000	Telephone	73	-	-	-
542050	Contractual Services	15,676	15,842	19,500	-
544020	Intergovernmental Charges	1,500	1,500	1,500	-
592000	Equipment Usage	200	200	200	-
	Total Maintenance and Operations	26,208	29,018	38,700	-
	- Activity Total -	$ 27,145	$ 29,471	$ 38,700	$ -

Activity relocated to Fire-Rescue Department under the Fire-Suppression activity in FY 2024-25

Family and Youth Intervention Program (10102210)

Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	$ 144,439	$ 149,076	$ 153,500	$ -
510040	OT Pay	-	688	2,000	-
512310	Applied Benefits	247,621	244,127	256,700	-
	Total Salaries and Benefits	392,060	393,891	412,200	-
521000	Supplies	13,196	10,087	17,800	-
534000	Telephone	936	1,646	900	-
540030	Travel and Meetings	-	84	500	-
540010	Memberships	-	-	400	-
540020	Training	-	-	1,000	-
542050	Contractual Services	25,120	28,078	32,400	-
	Total Maintenance and Operations	39,252	39,895	53,000	-
	- Activity Total -	$ 431,312	$ 433,786	$ 465,200	$ -

Activity relocated to Parks & Recreation activity in FY 2024-25

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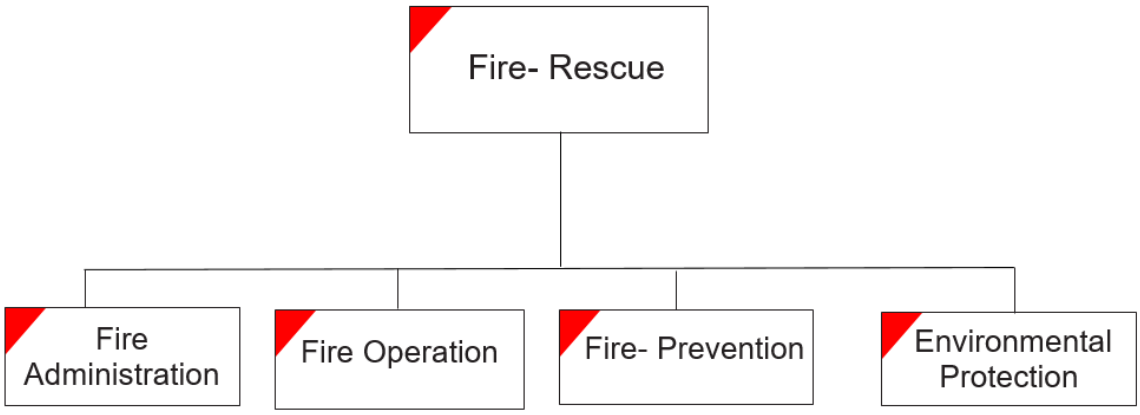
FIRE-RESCUE

CITY OF SANTA FE SPRINGS

Department Narrative
Fiscal Year 2024-25

FIRE & RESCUE



Fire-Rescue Positon Listing

Positions	FY 2021-22	FY 2022-23	FY 2023-24	AMENDED FY 2023-24	ADOPTED FY 2024-25	Variance
Administrative Assistant II	2	2	2	2	2	
~~Administrative Battalion Chief~~	-	-	1	-	-	
Assistant Fire Chief	-	-	-	1	1	
Batallion Chief	4	4	3	3	3	
Deputy Fire Marshall	1	1	1	1	1	
Env. Protection Div./Fire Prevention Specialist	1	1	1	1	1	
Environmental Programs Manager	1	1	1	1	1	
Fire & Environmental Safety Inspector I	2	2	-	-	-	
Fire & Environmental Safety Inspector I/II	-	-	3	3	3	
Fire & Environmental Safety Inspector II	2	2	-	-	-	
Fire Captain	12	12	12	12	12	
Fire Chief	1	1	1	1	1	
Fire Engineer	12	12	12	12	12	
Fire Equiment Mechanic	-	-	-	1	1	
Fire Marshall	-	-	1	1	1	
Firefighter	9	9	9	9	9	
Firefighter/Paramedic II	9	9	9	9	9	
Housing Compliance Inspector	-	-	-	-	1	1
Management Analyst I	-	-	-	-	1	1
Management Analyst II	1	1	1	1	1	
Grand Total	**57**	**57**	**57**	**58**	**60**	**2**
Part-Time Non- Beneffited Hours						
Total Number of Hours	1,500	1,500	2,540	2,540	2,540	

CITY OF SANTA FE SPRINGS

Department Narrative
Fiscal Year 2024-25

FIRE & RESCUE

Mission Statement

It is the pledge of the Santa Fe Springs Department of Fire-Rescue to protect and reduce loss of lives, damage to property, and the environment due to fire, hazardous materials, natural disasters, and other emergencies; to give comfort to both the residential and business citizens of Santa Fe Springs as well as all who visit and pass through on a daily basis; to make Santa Fe Springs a safe place to live, work, and play; to offer employees a physically and mentally safe place to work, the ability to promote and progress within the organization, the opportunity to be free-thinking and innovative; and to fulfill our obligation to the community by being fiscally prudent, visionary, and farsighted.

Department Description

The Fire Department is divided into four divisions: Fire Operations (Suppression, Emergency Medical Services, Emergency Preparedness, and Training), Fire Administration, Fire Prevention, and Environmental Protection Services.

The Fire Operations Division is staffed by 45 personnel assigned to three shifts and fills Fire Battalion Chiefs, Fire Captains, Fire Engineers, Firefighter/Paramedics, Paramedic Trainees, and Reserve Firefighters (known as Auxiliaries). These personnel work a 56-hour work week, providing fast and efficient emergency response to fires, hazardous conditions, rescues, illnesses, and any other conditions where the health, safety, and welfare of the public is in jeopardy out of the four strategically located fire stations by way of three fire engines, one fire (ladder) truck, a paramedic squad, and a battalion chief vehicle. This personnel responds to nearly 4,000 calls for service each year and dispatch services are provided by Downey Fire Communications Center.

The Fire Administration Division consists of the Fire Chief and his Administrative Staff. The Fire Chief, under the direction of the City Manager and the City Council, is responsible for long-range planning, budgeting, personnel development, and for setting and meeting specific goals and objectives related to maintaining and improving levels of service to the community, through constantly seeking out new programs and innovations to maintain the highest level of service at the most reasonable cost.

The Fire Prevention Division is tasked with protecting the community through education and prevention efforts to find and eliminate hazards before they become an emergency, and are divided into two major programs which focus on Fire Safety and Environmental Safety. The Fire Safety Programs mitigate hazards associated with life or property loss, which include the responsibility for investigations and community relations, as well as recovering costs for plan checks, inspection services, and annual permits required by the California Fire Code or other regulations and investigations.

The Environmental Protection Services Division is designed to protect the public and worker safety, as well as the environment. The division's primary objective is to prevent harmful exposures to the public and the environment from hazardous substances through education and enforcement, to maintain the economic viability of the regulated community, as well as oversee the cleanup of contaminated properties. This Environmental Protection Services Division focuses on the State designated Certified Unified Program Agency (CUPA), which is responsible for hazardous waste, underground storage tanks, aboveground storage tanks, industrial wastewater, hazardous materials, community right-to-know, and accidental release prevention programs.

CITY OF SANTA FE SPRINGS

Department Narrative
Fiscal Year 2024-25

FIRE & RESCUE

Summary of Notable Accomplishments during Fiscal Year 2023 – 2024

- Grant awarded from the State Homeland Security Program in the amount of $564,573.00 for firefighting equipment and training.
- Grant awarded from the Assistance to Firefighters Program in the amount of $490,905.00 for self-contained breathing apparatus and firefighter safety gear (turnout)
- Conducted hazardous waste training for local small businesses to educate and reduce business costs associated with the generation of hazardous materials.
- Issued a total of 4,136 permits, which include Certified Unified Program Agency (CUPA) and California Fire Code.
- Successfully conducted 2,496 CUPA and Fire inspections.
- Conducted 652 fire and life-safety inspections.
- Established a peer-to-peer mental health awareness program.
- Implemented a fully digital environmental and fire prevention plan check process.
- The Urban Search and Rescue Team hosted a regional training drill at the National Disaster Search Dog Foundation in Santa Paula, California.
- Responded to five (5) State emergencies which included four (4) wildland fires and one (1) hurricane.
- Hosted a Breakfast with First Responders to collect toy donations for the City's Neighborly Elf Program.
- Hosted a Potato Bake fundraiser at Fire Headquarters to raise money for the American Cancer Society Relay for Life event.
- Hosted a Fire Department Open House to promote public safety through various fire prevention awareness programs and activities.
-

Goals/Objectives for Upcoming Fiscal Year 2024 – 2025

- Conduct a Paramedic response study for an additional unit to better service the community.
- Conduct an ambulance feasibility study for future ambulance transportation in the City.
- Purchase firefighter safety equipment (turnouts).
- Update the City's Local Hazard Mitigation Plan for emergency preparedness.
- Update the Fire Administration/Prevention/Environmental office space.
- Increase staffing to include a residential housing inspector.
- Increase community outreach and education efforts to ensure public safety.
- Pursue grants to secure additional funding for equipment upgrades, training programs, and facility improvements.
- Digitize all Fire Department files and records.
- Create and implement a Community Assistance Program that will provide supportive services through a first response model to people experiencing mental health, substance use, and homelessness related crises.

Department Performance Measures

Performance Measure	Actual	Adopted	Projected
	FY 2022-23	FY 2023-24	FY 2024-25
Calls for Service	3798	4200	4400
Number of Fire & Life Safety Inspections	652	700	750
Number of CUPA Inspections	2496	2500	2500
Number of Fire/CUPA Permits	4136	4125	4150
Paramedic Subscription Enrollment	1498	1550	1550
Fire Suppression Training Hours	15,969	15,750	15,750

Fire-Rescue

FY 2024-25 Adopted Budget

Department Summary

Number	Activity Name	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
10102199	Administration	$ 500,146	$ 635,114	$ 674,300	$ 2,348,800
10102110	Suppression*	17,731,437	17,733,986	18,717,700	21,166,200
10102120	Fire Prevention	700,659	858,303	1,009,800	691,400
10102125	Environmental Protection Services	2,351,176	2,469,018	2,606,900	2,584,300
10102135	Fire Building & Grounds Maintenance**	230,107	260,568	252,300	-
Department Total		$ 21,513,525	$ 21,956,989	$ 23,261,000	$ 26,790,700

Emergency Preparedness relocated from Police Services and under the Fire Suppression activity as a line item in FY 2024-25

****Activity relocated to PW- Maintenance under the Facilities activity in FY 2024-25***

Fire Administration (10102199)

Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	$ 123,531	$ 167,789	$ 167,800	$ 638,920
510020	PT Salaries	-	-	20,200	38,400
510040	OT Pay	191	427	-	5,000
512310	Applied Benefits	329,072	412,429	427,800	1,491,080
512320	PTApplied Benefits	-	-	1,500	2,800
	Total Salaries and Benefits	452,794	580,645	617,300	2,176,200
521000	Supplies	10,930	9,697	11,700	10,500
534000	Telephone	28,489	31,310	28,600	1,200
540010	Memberships	60	1,886	4,000	3,000
540030	Travel and Meetings	2,393	3,922	4,000	6,000
542020	Printing/Postage	351	566	500	1,700
542030	Photocopier Lease/Maintenance	4,392	4,911	5,200	5,200
542050	Contractual Services	-	-	-	145,000
543069	Office Furniture/Equipment Rep.	738	2,177	3,000	-
	Total Maintenance and Operations	47,352	54,469	57,000	172,600
	- Activity Total -	$ 500,146	$ 635,114	$ 674,300	$ 2,348,800

Fire Suppression (10102110)
Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	$ 4,748,768	$ 5,102,990	$ 5,294,100	$ 5,617,700
510020	PT Salaries	1,297	365	-	-
510040	OT Pay	2,967,030	2,214,565	1,840,000	2,207,000
510050	PT OT Pay	189	-	-	-
510060	Standby Pay	2,265	4,841	-	-
510070	Acting Pay	1,830	1,132	-	-
512310	Applied Benefits	8,255,777	8,673,587	9,397,800	10,847,900
512320	PT Applied Benefits	291	26	-	-
	Total Salaries and Benefits	15,977,445	15,997,506	16,531,900	18,672,600
521000	Supplies	38,062	28,097	42,500	58,400
521005	Gasoline	15,219	16,955	17,000	18,300
521015	Diesel	97,395	93,413	95,000	102,000
522010	Safety Clothing	49,282	24,214	48,000	210,000
522015	Uniforms	40,592	48,878	45,000	45,000
522025	Miscellaneous Small Tools	34,841	18,656	12,000	-
522030	Training Supplies	25,076	39,045	20,000	22,000
522035	Computer Supplies	2,119	678	4,800	7,000
522040	Explorer Post	593	1,654	2,000	2,000
523000	Medical Supplies	71,566	76,527	82,000	87,000
523015	HAZ MAT Cleanup Supplies	18,819	17,071	22,000	25,000
523020	USAR Equipment/Supplies	5,937	22,987	8,000	8,000
523025	Mechanical Parts	92,989	74,570	94,500	185,000
523030	Firefighting Tools/Equipment Replacement	17,583	20,663	16,500	40,200
534000	Telephone	23,652	27,828	27,200	26,300
540010	Memberships	1,960	1,452	2,400	-
540020	Training	45,450	33,625	35,000	47,100
540030	Travel and Meetings	4,224	7,207	5,900	4,800
542020	Printing & Postage	43	394	800	-
542040	Mobile/Portable Radio/Pager Service	10,997	8,350	9,500	-
542050	Contractual Services	15,658	30,989	31,400	72,200
543015	Extinguisher Service	-	-	-	1,000
543025	Medical Oxygen	480	1,525	1,200	-
543030	EMS Nurse Educator	56,260	54,104	53,000	53,000
543031	EMS Medical Director	-	-	40,000	38,500
543065	Repair and Maintenance	2,803	-	-	-
543067	Miscellaneous Vehicle Repairs	176,012	180,320	182,500	45,000
543069	Furniture Repair/Replacement	11,749	10,426	14,000	14,000
543071	Test/Repair Air Regs/Bottles	9,948	9,413	12,000	10,000

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Fire Suppression (10102110) - continued

Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
	continued -				
543073	Ladder Testing	4,335	4,516	4,000	4,000
543075	Computer Maintenance/Service	2,951	-	3,000	-
543077	Air Compressor Maintenance	8,233	3,600	3,600	3,600
543079	Annual Hurst Tool Service	-	-	1,500	-
5XXTBD	Emergency Preparedness	-	-	-	125,000
544020	Intergovernmental - Paramedic Recertification	6,053	5,632	4,000	4,200
544030	Communication/Dispatch Center	254,121	264,703	260,000	260,000
581000	Principal	533,629	543,806	850,000	850,000
582000	Interest	64,860	54,683	125,000	125,000
592000	Equipment Usage	10,500	10,500	10,500	-
	Total Maintenance and Operations	1,753,992	1,736,480	2,185,800	2,493,600
	- Activity Total -	$ 17,731,437	$ 17,733,986	$ 18,717,700	$ 21,166,200

Fire Prevention (10102120)
Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	$ 278,444	$ 342,526	$ 405,700	$ 313,000
510020	PT Salaries	2,983	2,226	2,800	-
510040	OT Pay	1,231	2,206	3,000	8,400
512310	Applied Benefits	389,945	478,789	566,600	334,700
512320	PT Applied Benefits	384	155	200	-
	Total Salaries and Benefits	672,987	825,902	978,300	656,100
521000	Supplies	4,908	7,904	7,500	9,700
521005	Gasoline	3,088	6,239	5,200	7,500
522015	Uniforms	991	998	1,100	1,400
522035	Computer Supplies	-	144	500	1,200
523025	Mechanical Parts	-	-	1,000	-
534000	Telephone	-	-	200	-
540010	Memberships	247	475	500	500
540020	Training	1,457	1,274	3,000	4,000
540030	Travel and Meetings	325	2,692	1,500	1,500
542020	Printing & Postage	-	576	500	-
542050	Contractual Services	14,923	11,659	9,500	9,500
543067	Miscellaneous Vehicle Repairs	1,734	440	1,000	-
	Total Maintenance and Operations	27,673	32,401	31,500	35,300
	- Activity Total -	$ 700,659	$ 858,303	$ 1,009,800	$ 691,400

Environmental Protection Services (10102125)

Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	$ 775,760	$ 823,279	$ 870,100	$ 915,100
510020	PT Salaries	16,164	18,563	25,500	30,000
510040	OT Pay	3,588	5,612	-	8,400
510060	Standby OT Pay	35,333	35,350	38,000	34,000
512310	Applied Benefits	1,434,813	1,513,945	1,587,200	1,411,700
512320	PT Applied Benefits	1,117	1,281	1,800	2,600
	Total Salaries and Benefits	2,265,659	2,396,749	2,522,600	2,401,800
521000	Supplies	3,129	5,803	5,000	3,000
521005	Gasoline	6,143	4,338	6,500	5,000
522015	Uniforms	4,397	4,338	6,000	6,000
522035	Computer Supplies	3,616	3,923	2,000	2,000
523015	Haz Mat Cleanup Supplies	1,462	4,345	4,000	8,000
523025	Maintenance Parts	440	47	4,000	-
523035	Vehicle Equip/Supplies	210	4,263	7,000	5,000
534000	Telephone	6,550	7,007	6,600	7,200
534030	Misc. Equipment Replac	-	-	-	98,000
540010	Memberships	460	179	1,000	-
540020	Training	3,000	4,019	5,000	5,000
540030	Travel and Meetings	1,017	1,509	2,000	2,000
542020	Printing & Postage	391	460	500	-
542050	Contractual Services	37,922	20,697	18,500	25,000
543010	File Warehousing	5,187	4,291	5,400	5,400
543035	Underground Storage Tank	9,059	3,503	4,800	8,400
543045	Hazardous Waste Cleanup	430	1,590	3,000	-
543067	Miscellaneous Vehicle Repair	688	1,397	1,000	-
543102	Instrument Calibration/Repair	521	-	1,000	-
544020	Intergovernmental Charges	896	560	1,000	1,000
544040	AQMD Fuel Tank/Generator Permits	-	-	-	1,500
	Total Maintenance and Operations	85,517	72,269	84,300	182,500
	- Activity Total -	$ 2,351,176	$ 2,469,018	$ 2,606,900	$ 2,584,300

Fire Buildings and Grounds Maintenance (10102135)

Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510040	OT Pay	$ 1,081	$ -	$ -	$ -
	Total Salaries and Benefits	1,081	-	-	-
521000	Supplies	35,696	31,953	33,400	-
531000	Electricity	63,450	76,566	70,600	-
532000	Natural Gas	9,768	13,888	13,800	-
533000	Water	10,605	10,057	10,300	-
542050	Contractual Services	41,293	52,109	42,400	-
542055	Landscaping	8,264	7,463	8,300	-
543015	Extinguisher Servicing	851	1,500	1,000	-
543081	Cleaning	4,116	1,481	2,000	-
543083	Station Repairs and Maintenance	49,195	62,507	53,400	-
543085	UST Testing/Maintenance/Repair	4,333	779	8,000	-
544040	AQMD Fuel Tank / Generator Permits	855	1,665	1,500	-
573400	Office Furniture / Equip. Replacement	-	-	7,000	-
592000	Equipment Usage	600	600	600	-
	Total Maintenance and Operations	229,026	260,568	252,300	-
	- Activity Total -	$ 230,107	$ 260,568	$ 252,300	$ -

Activity relocated to PW- Maintenance under the Facilities activity in FY 2024-25

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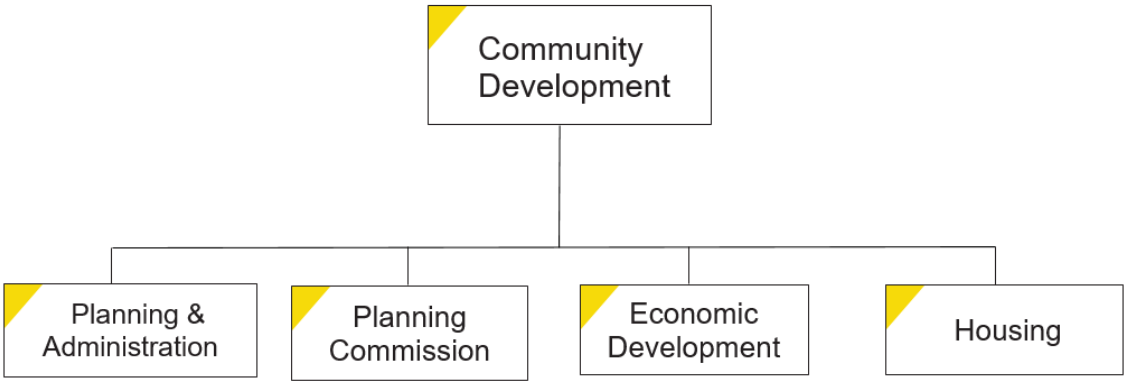
COMMUNITY DEVELOPMENT

CITY OF SANTA FE SPRINGS

Organizational Chart and Position Listing
Fiscal Year 2024-25

COMMUNITY DEVELOPMENT



Community Development Position Listing

Positions	FY 2021-22	FY 2022-23	FY 2023-24	AMENDED FY 2023-24	ADOPTED FY 2024-25	Variance
Administrative Assistant I	1	1	1	1	1	
~~Administrative Assistant II~~	-	-	-	1	-	(1)
~~Assistant Director of Planning~~	1	1	1	1	-	(1)
Assistant Planner	1	1	1	1	1	
Associate Planner	2	2	2	2	2	
~~Building Permit Technician I~~	1	1	1	-	-	
~~Building Permit Technician II~~	-	-	1	-	-	
Community Development Director	-	-	-	1	1	
~~Director of Planning~~	1	1	1	1	-	(1)
Economic Development Director*	-	-	1	1	1	
~~Economic Development Manager~~	-	-	1	-	-	
~~Planning Program Assistant~~	1	1	1	-	-	
Reclass: Admin Assistant II to Executive Assistant	-	-	-	-	1	1
Senior Planner	-	-	1	1	1	
Grand Total	**8**	**8**	**12**	**10**	**8**	**(2)**
Part-Time Non- Beneffited Hours						
Total Number of Hours	2,080	2,080	2,080	2,080	2,080	

**Unfuded Position*

Department Narrative
Fiscal Year 2024-25

COMMUNITY DEVELOPMENT

Mission Statement
The Community Development Department is committed to fostering a vibrant, inclusive, and sustainable community through strategic planning, innovative programs, and collaborative partnerships. We are dedicated to enhancing the quality of life for all residents, businesses and visitors, by promoting economic growth, preserving cultural heritage, and ensuring a safe, well-designed, resilient and thriving community where everyone can live, work, and play.

Department Description
The Community Development Department collectively form the core of our community's development and growth initiatives. Each division plays a distinct role in shaping physical, economic, and social landscape of our community. The various divisions within the Community Development Department work collaboratively to foster a vibrant, inclusive and sustainable community to enhance the quality of life for all residents, businesses and visitors.

Planning Commission: The Planning Commission is an advisory body, composed of five members who are appointed by the City Council. The Planning Commission is collectively responsible for conducting public meetings and making decisions or otherwise recommendations to the City Council, on land use, zoning and development issues.

Planning & Administration: The Planning and Administration division is responsible for overseeing the comprehensive planning and administrative functions of the community to ensure that city continues to grow in an organized and sustainable manner. This involves zoning regulations, land use planning, and community development initiatives that guide future growth and development. Planning Administration also provides administrative and technical support to the City's Planning Commission, Successor Agency, and Housing Successor.

Economic Development: The Economic Development division focuses on stimulating economic growth, attracting investments, and creating job opportunities within the community. This division collaborates with businesses, stakeholders, and local organizations to support entrepreneurship, enhance the local economy, and improve the overall business climate.

Housing: The Housing division is dedicated to addressing housing needs and foster equitable development, promoting affordable housing options, and ensuring access to safe and decent housing for all residents. This division develops and implements housing policies, programs, and initiative to address homelessness, improve housing affordability, and enhance neighboring stability. Additionally, the division supports community revitalization and fosters positive tenant-landlord relations, contributing to overall housing stability and harmony within the city.

Summary of Notable Accomplishments During Fiscal Year 2023 – 2024

- Successfully updated the City's Zoning Ordinance & Zoning Map for consistency with the 2040 General Plan.
- Successfully updated the City's nonconforming situations provisions.
- Successfully adopted Objective Design Standards for Mixed-Use and Multi-Family Residential developments.
- Successfully adopted standards regulating Urban Lot Splits and Second Single-Family Dwellings (SB 9).
- Successfully adopted Transportation Study Guidelines to establish standard procedures for consistent analysis and evaluation of transportation impacts from development.
- Successfully implemented Bluebeam software to expedite plan check review.

CITY OF SANTA FE SPRINGS

Department Narrative
Fiscal Year 2024-25

COMMUNITY DEVELOPMENT

Goals/Objectives for Upcoming Fiscal Year 2024 – 2025

- Certify the City's 2021-2029 Housing Element.
- Finalize the designs to develop the Sculpture Garden and former Chevron site.
- Finalize designs to develop the MC&C III & IV sites.
- Finalize plans for a new digital billboard on city-owned property along the I-605 freeway.
- Collaborate with other departments to create a "welcome packet" for new businesses.
- Hire a consultant to begin the Comprehensive Zoning Ordinance Update.
- Hire a consultant to oversee the Economic Development Implementation Plan and other Economic Development activities.
- Hire a consultant to prepare Objective Development Standards for Commercial and Industrial developments.

Department Performance Measures

Performance Measure	Actual FY 2022-23	Adopted FY 2023-24	Projected FY 2024-25
Total Plan Checks Completed	306	200	250
Total Entitlements Approved	48	48	50
Total Affordable Housing Units Approved	12	5	130

Community Development

FY 2024-25 Adopted Budget

Department Summary

Number	Activity Name	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
10103199	Administration and Current Planning	$ 731,745	$ 862,021	$ 894,900	$ 1,681,500
10103110	Planning Commission	432,244	445,876	346,300	552,300
10103115	Economic Development	225,619	195,706	888,400	680,400
10103120	Building Regulation*	1,647,295	1,642,924	2,229,800	-
Department Totals		$ 3,036,904	$ 3,146,527	$ 4,359,400	$ 2,914,200

Moved to Public Works-Engineering in FY 2024-25

Community Development Administration (10103199)
Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	$ 157,066	$ 169,966	$ 251,500	$ 333,200
510040	OT Pay	79	57	2,000	2,000
510020	PT Salaries	9,406	10,070	18,100	26,700
512310	Applied Benefits	292,277	293,802	321,900	608,900
512320	PT Applied Benefits	727	773	1,400	2,600
	Total Salaries and Benefits	459,555	474,668	594,900	973,400
521000	Supplies	5,252	5,301	9,500	9,500
522000	Subscriptions	167	337	2,600	4,400
523030	Misc Equipment Replac	-	-	-	1,000
534000	Telephone	1,383	919	1,800	1,200
540010	Memberships	1,879	1,086	2,100	1,000
540020	Training	240	625	4,000	4,000
540030	Travel and Meetings	867	9,699	12,500	15,000
542010	Advertising	15,869	17,202	20,000	15,000
542050	Contractual Services	238,158	347,684	238,000	654,500
544020	Intergovernmental Charges	3,874	-	5,000	2,500
592000	Equipment Usage	4,500	4,500	4,500	-
	Total Maintenance and Operations	272,190	387,353	300,000	708,100
	- Activity Total -	$ 731,745	$ 862,021	$ 894,900	$ 1,681,500

Planning Commission (10103110)

Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	$ 147,547	$ 160,067	$ 137,300	$ 188,000
510040	OT Pay	2,090	2,744	5,000	5,000
510020	PT Salaries	4,621	4,800	7,200	7,600
512310	Applied Benefits	272,500	273,005	182,200	329,500
512320	PT Applied Benefits	356	369	600	700
	Total Salaries and Benefits	427,114	440,985	332,300	530,800
521000	Supplies	1,907	-	1,000	1,000
540010	Memberships	-	-	500	500
540020	Training	-	-	1,500	2,000
540030	Travel and Meetings	-	-	3,000	10,000
542050	Contractual Services/Stipends	3,223	4,891	8,000	8,000
	Total Maintenance and Operations	5,130	4,891	14,000	21,500
	- Activity Total -	$ 432,244	$ 445,876	$ 346,300	$ 552,300

Economic Development (10103115)

Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	$ 35,884	$ 42,151	$ 329,200	$ 130,100
510020	PT Salaries	-	249	1,800	3,800
512310	Applied Benefits	73,039	82,793	432,600	231,000
512320	PT Applied Benefits	-	19	200	400
	Total Salaries and Benefits	108,923	125,212	763,800	365,300
521000	Supplies	2,647	1,017	4,000	4,000
522000	Subscriptions	75	324	500	23,000
540010	Memberships	597	2,975	5,100	5,100
540020	Training	3,163	-	1,000	1,000
540030	Travel and Meetings	2,850	3,609	10,000	5,000
542010	Advertising	-	-	4,000	2,000
542050	Contractual Services	107,365	62,569	100,000	275,000
	Total Maintenance and Operations	116,697	70,494	124,600	315,100
	- Activity Total -	$ 225,619	$ 195,706	$ 888,400	$ 680,400

Building Regulation (10103120)
Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	$ 237,273	$ 247,723	$ 342,800	$ -
510040	OT Pay	2,865	1,380	2,700	-
510020	PT Salaries	1,765	723	9,100	-
512310	Applied Benefits	431,796	430,377	441,500	-
512320	PT Applied Benefits	136	56	700	-
	Total Salaries and Benefits	673,835	680,259	796,800	-
521000	Supplies	1,334	738	1,500	-
540020	Training	-	-	100	-
542050	Contractual Services	21,163	24,937	325,000	-
544020	Intergovernmental Charges	944,563	930,590	1,100,000	-
592000	Equipment Usage	6,400	6,400	6,400	-
	Total Maintenance and Operations	973,461	962,665	1,433,000	-
	- Activity Total -	$ 1,647,295	$ 1,642,924	$ 2,229,800	$ -

Activity relocated to PW-Engineering in FY 2024-25

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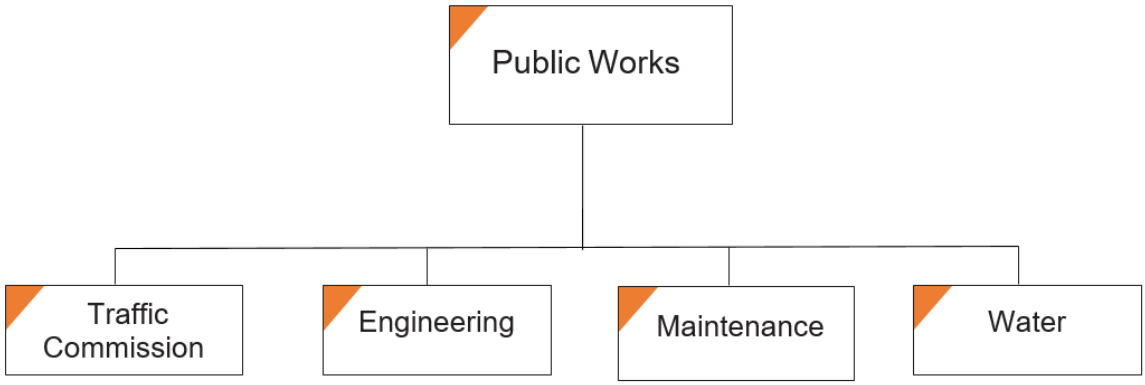
PUBLIC WORKS

Organizational Chart and Position Listing
Fiscal Year 2024-25

PUBLIC WORKS



Water Utility division is an Enterprise Fund not funded by the General Fund

Public Works Positon Listing

Engineering:

Positions	FY 2021-22	FY 2022-23	FY 2023-24	AMENDED FY 2023-24	ADOPTED FY 2024-25	Variance
Assistant Civil Engineer	2	-	-	-	-	
Assistant Director of Public Works	-	-	1	1	1	
Associate Civil Engineer	-	2	2	2	2	
Building Permit Technician I(formally under Community Development)	-	-	-	1	1	
Building Permit Technician II(formally under Community Development)	-	-	-	1	1	
Building Services and Housing Manager	-	-	-	1	1	
Capital Improvements Manager	1	1	1	1	1	
Civil Engineering Assistant I	1	1	1	1	2	1
Civil Engineering Technician II	1	1	1	1	1	
Director of Public Works	1	1	1	1	1	
Management Analyst II	1	1	1	1	1	
~~Planning Program Assistant (formally under Community Development)~~	-	-	-	1	-	(1)
Principal Engineer	-	-	-	-	1	1
Public Works Department Secretary	1	1	1	1	1	
Public Works Inspector	1	1	1	1	1	
Traffic Engineer	1	1	1	1	1	
Grand Total	**10**	**10**	**11**	**15**	**16**	**1**
Part-Time Non- Beneffited Hours						
Total Number of Hours	3,744	3,744	3,744	3,744	3,744	

CITY OF SANTA FE SPRINGS

Organizational Chart and Position Listing
Fiscal Year 2024-25

PUBLIC WORKS

Position Listing Continued

Maintenance:

Positions	FY 2021-22	FY 2022-23	FY 2023-24	AMENDED FY 2023-24	ADOPTED FY 2024-25	Variance
Administrative Asistant II	-	-	1	1	1	
Assistant Traffic Signal & Lighting Technician	2	2	3	3	3	
Bus Driver II	1	1	2	-	-	
Bus Driver III	1	1	1	-	-	
Electrician	1	1	-	-	-	
Electrician Assistant	-	1	1	1	1	
Electrician Supervisor	-	-	1	1	1	
Facility Lead Worker	1	1	1	1	1	
Facility Section Supervisor	1	1	1	1	1	
Facility Specialist	3	3	3	3	3	
Fleet Supervisor	1	1	1	1	1	
Grounds Supervisors	-	1	1	1	1	
Maintenance Worker I	7	9	9	9	9	
Maintenance Worker II	2	2	2	2	2	
Management Analyst I	-	-	-	-	1	1
Mechanic Assistant	-	1	1	1	1	
Mechanic I	1	2	2	2	2	
Mechanic II	2	2	2	1	1	
Municipal Services Manager	1	1	1	1	1	
~~Municipal Services Supervisor~~	1	1	1	-	-	
Street Supervisor	-	1	1	1	1	
Streets & Grounds Lead Worker	1	-	-	-	-	
Streets & Grounds Maintenance Supervisor	1	-	-	-	-	
Superintendent	-	-	-	1	1	
Traffic Signal & Lighting Supervisor	1	1	1	1	1	
Traffic Signal & Lighting Technician I	2	2	1	1	1	
Traffic Signal & Lighting Technician II	1	1	2	2	2	
Grand Total	**31**	**36**	**39**	**35**	**36**	**1**
Part-Time Non- Beneffited Hours						
Total Number of Hours	18,900	16,228	11,916	11,916	11,916	

Department Narrative
Fiscal Year 2024-25

PUBLIC WORKS

Mission Statement
We shall be part of the "City Team" to efficiently develop, construct, and maintain the City's infrastructure, parks, and facilities in a safe and environmentally sensitive manner for the enhancement of the residential and business communities. We shall be responsive to the changing needs of our City and create an atmosphere that allows all employees to be innovative, to have pride in their work, professional growth, high self-esteem, and to be committed to excellence.

Department Description
The Public Works department is comprised of four major divisions. The Traffic Commission, Engineering, Maintenance, and the Water Utility. *(Water Utility is covered in its own section of the budget document)*

The Traffic Commission is an advisory committee made up of residents appointed by the City Council. The Traffic Commission meets on a monthly basis to discuss traffic related matters within the City, such as traffic accidents, traffic related capital projects, business-requested parking prohibitions, and speeding concerns.

Engineering services include Administration, NPDES, Building Regulations, and Traffic Engineering. Administration establishes goals, policies and procedures, and provides long range public works planning. The National Pollutant Discharge Elimination System (NPDES) is a program that mitigates pollutant discharge to bodies of water from the storm drain system. The Public Works department ensures strict guidelines and regulations associated with the NPDES Permit are followed. Building Regulation ensures that all private improvements within the City are constructed in accordance with applicable local, county and state building codes. Traffic Engineering oversees traffic control facilities within the City including the design of traffic signals, street lights, and other warning devices to provide efficient and safe operation of the City's traffic control system.

Public Works Maintenance is responsible for the upkeep and operational efficiency of various community assets and services. This includes maintaining vehicles and equipment, removing graffiti, and ensuring the streets, City owned trees, and landscaping are well maintained. The division also manages the maintenance and installation of road signs and street striping to ensure safety of public roads. Additionally, the division oversees the maintenance of traffic signals, streetlights, parks, public buildings and grounds, and sports fields.

Summary of Notable Accomplishments During Fiscal Year 2023 – 2024
- Delivery of numerous Capital Improvement Program (CIP) projects (2022 – 2025).
- Moved Building & Safety (B&S) services from Planning to Public Works.
- Transition of B&S services from LA County to consultant services.
- Initiated restructuring of Municipal Service Yard (MSY) for increased operational efficiency.
- Storm Response.

Department Narrative
Fiscal Year 2024-25

PUBLIC WORKS

Goals/Objectives for Upcoming Fiscal Year 2024 – 2025

- Complete 4-year Capital Improvement Program (CIP) projects (2022 – 2025).
- Initiate a new CIP (2025 and beyond).
- Continue MSY efficiency evaluation/improvements.
- Improve coordination with LA County Consolidated Sewer Maintenance District.
- Grow the Environmental Services Division.
- Transition Solid Waste Management from the City Manager's Office to Public Works.
- Pursue grant funding opportunities.

Department Performance Measures

Performance Measure	Actual	Adopted	Projected
	FY 2022-23	FY 2023-24	FY 2024-25
Excavation and Construction Permits	300	360	400
Street Improvements Projects	8	12	15

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Engineering

FY 2024-25 Adopted Budget
Department Summary

Number	Activity Name	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
10104299	Engineering- Administration	$ 363,402	$ 396,988	$ 505,200	$ 1,033,900
10104220	NPDES	255,053	330,196	429,800	492,200
10423501	Traffic Engineering	213,299	289,508	413,500	181,900
10423502	Traffic Commission	12,404	18,498	35,800	6,900
10103120	Building Regulation*	479,157	670,296	633,400	2,802,100
Division Total		$ 1,323,316	$ 1,705,486	$ 2,017,700	$ 4,517,000

Building Regulation relocated from Community Development and combined with Building Regulation/ Public Improvements activity in FY 24-25

Engineering Administration (10104299)

Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	$ 92,120	$ 83,448	$ 154,000	$ 396,300
510050	PT OT Pay	222	-	-	-
510020	PT Salaries	3,817	18,343	17,400	52,500
512310	Applied Benefits	185,797	143,652	208,400	395,200
512320	PT Applied Benefits	345	1,409	2,000	9,400
	Total Salaries and Benefits	282,302	246,852	381,800	853,400
522000	Books & Subscriptions	355	-	500	600
522020	Postage	64	-	200	200
522035	Computer Supplies	-	699	-	1,500
521000	Supplies	3,995	31,917	20,000	21,600
534000	Telephone	2,127	2,642	2,200	4,000
542010	Advertising	17,021	21,482	15,000	18,000
540030	Travel and Meetings	416	1,109	1,000	1,100
540010	Memberships	933	1,105	2,000	2,500
540020	Training	-	-	3,000	5,000
542050	Contractual Services	48,243	79,787	75,000	126,000
581000	Principal	3,200	6,476	-	-
582000	Interest	247	419	-	-
592000	Equipment Usage	4,500	4,500	4,500	-
	Total Maintenance and Operations	81,100	150,136	123,400	180,500
	- Activity Total -	$ 363,402	$ 396,988	$ 505,200	$ 1,033,900

NPDES (10104220)
Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	$ 35,075	$ 53,369	$ 79,200	$ 97,600
510040	OT Pay	-	410	-	-
510020	PT Salaries	888	839	400	500
512310	Applied Benefits	71,597	90,902	112,800	147,200
512320	PT Applied Benefits	209	228	100	200
	Total Salaries and Benefits	107,768	145,748	192,500	245,500
521000	Supplies	20	273	2,500	2,500
540030	Travel and Meetings	-	16	200	200
540020	Training	-	-	2,000	2,000
542050	Contractual Services	60,704	111,458	55,000	65,000
544020	Intergovernmental Charges	85,961	72,101	177,000	177,000
592000	Equipment Usage	600	600	600	-
	Total Maintenance and Operations	147,285	184,448	237,300	246,700
	- Activity Total -	$ 255,053	$ 330,196	$ 429,800	$ 492,200

Traffic Engineering (10423501)

Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	$ 17,589	$ 48,157	$ 96,000	$ -
510040	OT Pay	569	63	600	-
510020	PT Salaries	607	5,288	3,300	-
512310	Applied Benefits	36,612	77,652	127,100	-
512320	PT Applied Benefits	66	406	600	-
	Total Salaries and Benefits	55,443	131,566	227,600	-
521000	Supplies	-	1,589	1,000	1,500
540030	Travel and Meetings	-	36	400	400
542050	Contractual Services	96,356	101,817	110,000	110,000
544020	Intergovernmental Charges	57,000	50,000	70,000	70,000
592000	Equipment Usage	4,500	4,500	4,500	-
	Total Maintenance and Operations	157,856	157,942	185,900	181,900
	- Activity Total -	$ 213,299	$ 289,508	$ 413,500	$ 181,900

FY 2024-25 Salaries & Benefits transferred to Admin Engineering

Traffic Commission (10423502)

Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	$ 3,056	$ 6,065	$ 11,100	$ -
510040	OT Pay	-	-	400	-
510020	PT Salaries	259	-	1,500	-
512310	Applied Benefits	6,592	10,694	15,500	-
512320	PT Applied Benefits	47	-	400	-
	Total Salaries and Benefits	9,954	16,759	28,900	-
521000	Supplies	699	39	200	200
540030	Travel and Meetings	-	-	400	400
540020	Training	50	-	300	300
542050	Contractual Services	1,700	1,700	6,000	6,000
	Total Maintenance and Operations	2,449	1,739	6,900	6,900
	- Activity Total -	$ 12,404	$ 18,498	$ 35,800	$ 6,900

FY 2024-25 Salaries & Benefits transferred to Admin Engineering

Building Regulation (10103120)

Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	$ 120,998	$ 132,650	$ 196,300	$ 378,300
510040	OT Pay	65	3,077	10,500	13,200
510020	PT Salaries	1,869	7,349	8,700	-
510070	Acting Pay	-	1,448	-	-
512310	Applied Benefits	248,724	234,411	266,900	515,700
512320	PT Applied Benefits	166	564	1,000	-
	Total Salaries and Benefits	371,823	379,499	483,400	907,200
521000	Supplies	-	1,100	1,400	3,400
540030	Travel & Meetings	680	-	-	-
540020	Training	-	-	-	2,500
542050	Contractual Services	103,054	286,097	145,000	1,739,000
544020	Intergovernmental Charges	-	-	-	150,000
592000	Equipment Usage	3,600	3,600	3,600	-
	Total Maintenance and Operations	107,334	290,797	150,000	1,894,900
	- Activity Total -	$ 479,157	$ 670,296	$ 633,400	$ 2,802,100

Building Regulation relocated from Community Development and combined with Building Regulation/ Public Improvements activity in FY 24-25

Municipal Services

FY 2024-25 Adopted Budget
Department Summary

Number	Activity Name	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
10104399	Maintenance Administration	$ 124,998	$ 140,533	$ 179,500	$ 439,000
10104330	Graffiti Removal	324,792	341,823	348,500	347,700
10431001	Equipment Maintenance	619,692	796,907	1,025,700	2,031,600
10432001	Streets	1,268,786	1,250,167	1,658,800	2,175,500
10432003	Landscape Mtc	881,974	878,449	934,700	619,600
10432004	Street Maintenance/ Signs and Striping	188,178	235,364	245,700	234,000
10432501	Park Maintenance ***(Combined)***	1,542,891	1,534,802	1,928,800	1,819,400
10432509	Park Maintenance - Ball Fields	201,446	339,387	384,700	415,100
10432503	Park Maintenance- Little Lake Park	290,423	304,867	379,000	385,500
10432510	Facilities ***(Combined)****	2,007,434	2,105,353	2,234,300	2,068,700
10101145	Waste Management**	-	-	-	-
10432002	Trees ***(Previously "Street Mtc/ Tree Mtc")***	426,519	613,605	510,400	503,500
10433501	Traffic Signal Mtc- SFS	457,165	492,022	630,000	581,700
10433502	Traffic Signal Mtc- Contract Cities	672,017	860,844	943,100	1,338,050
10433503	Street Lightning Maintenance	1,160,484	1,302,342	1,207,000	733,600
101051XX	Transit Services***	324,556	490,008	634,200	-
Division Totals		$ 10,491,355	$ 11,686,473	$ 13,244,400	$ 13,692,950

****Facility Operations relocated from Police Services and under the Facilities activity in FY 2024-25***
**** Fire Building & Grounds activity relocated from Fire-Rescue and under the Facilities activity in FY 2024-25***
*****Waste Mgmt activity relocated to Special Revenue section***
******Transit Services relocated to Community Services under the Family & Human Services divison in FY 2024-25***

Maintenance Administration (10104399)

Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	$ 27,352	$ 32,397	$ 48,500	$ 169,800
510040	OT Pay	65	429	1,000	3,500
510050	PT OT Pay	-	-	-	5,000
510020	PT Salaries	-	301	-	-
510060	Standby Pay	17,717	17,693	22,500	22,500
512310	Applied Benefits	58,257	63,676	77,500	129,800
512320	PT Applied Benefits	-	36	-	-
	Total Salaries and Benefits	103,390	114,532	149,500	330,600
521000	Supplies	6,079	9,106	8,500	70,000
534000	Telephone	7,057	8,301	12,400	14,900
540030	Travel and Meetings	649	1,010	700	10,000
540010	Memberships	180	195	700	2,500
540020	Training	1,915	-	200	-
542050	Contractual Services	3,728	5,389	5,500	11,000
544020	Intergovernmental Charges	-	-	-	-
592000	Equipment Usage	2,000	2,000	2,000	-
	Total Maintenance and Operations	21,608	26,001	30,000	108,400
	- Activity Total -	$ 124,999	$ 140,533	$ 179,500	$ 439,000

Graffiti Removal (10104330)

Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	$ 66,704	$ 75,490	$ 86,100	$ 82,500
510020	PT Salaries	65,935	70,779	50,900	55,700
510040	OT Pay	669	2,357	2,500	4,000
510050	PT OT Pay	516	3,675	3,000	4,500
512310	Applied Benefits	133,524	128,387	145,500	133,500
512320	PT Applied Benefits	8,818	8,812	3,600	19,000
	Total Salaries and Benefits	276,166	289,500	291,600	299,200
521000	Supplies	32,293	36,872	34,000	34,000
534000	Telephone	2,427	2,430	2,500	2,500
542050	Contractual Services	5,506	4,621	12,000	12,000
592000	Equipment Usage	8,400	8,400	8,400	-
	Total Maintenance and Operations	48,626	52,323	56,900	48,500
	- Activity Total -	$ 324,792	$ 341,823	$ 348,500	$ 347,700

Equipment Maintenance (10431001)

Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	$ 144,435	$ 209,205	$ 300,400	$ 365,900
510040	OT Pay	11,350	16,510	15,000	15,000
510050	PT OT Pay	2,083	639	2,000	2,000
510020	PT Salaries	35,857	19,636	21,800	23,700
510060	Standby Pay	18,732	30,269	22,500	22,500
512310	Applied Benefits	294,270	348,797	432,900	550,500
512320	PT Applied Benefits	6,248	1,478	1,600	2,000
	Total Salaries and Benefits	512,975	626,534	796,200	981,600
521000	Supplies	522,582	199,584	250,000	350,000
521005	Gasoline	-	364,122	510,000	510,000
532000	Natural Gas	65	-	200	-
533000	Water	1,483	1,623	2,100	-
534000	Telephone	253	-	-	-
540030	Travel and Meetings	204	-	600	-
540010	Memberships	-	-	600	-
540020	Training	1,178	400	3,000	4,000
542050	Contractual Services	238,593	265,110	150,000	182,500
544020	Intergovernmental Charges	-	1,089	3,000	3,500
592000	Equipment Usage	(657,641)	(661,555)	(690,000)	-
	Total Maintenance and Operations	106,717	170,373	229,500	1,050,000
	- Activity Total -	$ 619,692	$ 796,907	$ 1,025,700	$ 2,031,600

Streets (10432001)
Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	350,569	$ 377,718	$ 477,000	$ 561,600
510040	OT Pay	36,246	47,935	45,000	45,000
510050	PT OT Pay	600	1,121	2,500	4,000
510020	PT Salaries	13,755	13,145	14,300	14,200
510060	Standby Pay	17,662	16,996	22,000	22,000
512310	Applied Benefits	691,017	613,412	704,500	847,900
512320	PT Applied Benefits	2,152	3,193	2,500	4,800
	Total Salaries and Benefits	1,112,001	1,073,520	1,267,800	1,499,500
521000	Supplies	76,959	106,821	127,000	402,000
531000	Electricity	7,313	7,459	8,500	-
533000	Water	-	-	-	-
534000	Telephone	152	1,830	-	-
540030	Travel and Meetings	-	191	500	500
540010	Memberships	-	-	500	500
540020	Training	432	1,095	3,000	3,000
542050	Contractual Services	20,429	7,751	100,000	170,000
543060	Construction	-	-	100,000	100,000
544020	Intergovernmental Charges	-	-	-	-
573400	Furniture / Equipment	-	-	-	-
592000	Equipment Usage	51,500	51,500	51,500	-
	Total Maintenance and Operations	156,785	176,647	391,000	676,000
	- Activity Total -	$ 1,268,786	$ 1,250,167	$ 1,658,800	$ 2,175,500

Landscape Mtc (10432003)
Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	$ 34,474	$ 44,174	$ 41,900	$ 45,900
510040	OT Pay	25,201	25,202	30,000	30,000
510050	PT OT Pay	1,484	3,502	15,000	15,000
510020	PT Salaries	3,762	2,274	3,000	3,300
512310	Applied Benefits	68,921	77,403	71,300	76,500
512320	PT Applied Benefits	727	476	700	1,100
	Total Salaries and Benefits	134,569	153,031	161,900	171,800
521000	Supplies	18,587	30,528	16,000	11,000
531000	Electricity	37,494	33,002	38,000	-
533000	Water	264,029	226,656	280,000	-
534000	Telephone	230	-	-	-
540030	Travel and Meetings	-	-	800	800
540010	Memberships	-	-	600	600
540020	Training	880	805	400	400
542050	Contractual Services	404,185	412,427	415,000	435,000
592000	Equipment Usage	22,000	22,000	22,000	-
	Total Maintenance and Operations	747,405	725,418	772,800	447,800
	- Activity Total -	$ 881,974	$ 878,449	$ 934,700	$ 619,600

Street Maintenance/Signs and Striping (10432004)
Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	$ 46,500	$ 64,906	$ 47,300	$ 50,900
510040	OT Pay	7,528	1,949	10,000	10,000
510050	PT OT Pay	-	-	1,000	1,000
510020	PT Salaries	-	109	-	-
512310	Applied Benefits	91,179	102,388	71,900	77,100
512320	PT Applied Benefits	-	8	-	-
	Total Salaries and Benefits	145,207	169,360	130,200	139,000
521000	Supplies	21,301	45,444	50,000	50,000
540020	Training	-	60	-	-
542050	Contractual Services	1,170	-	45,000	45,000
592000	Equipment Usage	20,500	20,500	20,500	-
	Total Maintenance and Operations	42,971	66,004	115,500	95,000
	- Activity Total -	$ 188,178	$ 235,364	$ 245,700	$ 234,000

Park Maintenance
(ORG CODE:10432501)
Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	$ 99,560	$ 133,692	$ 201,600	$ 337,100
510040	OT Pay	23,858	39,966	39,000	40,500
510050	PT OT Pay	8,434	1,928	11,700	12,000
510020	PT Salaries	29,697	13,542	22,100	38,600
512310	Applied Benefits	213,787	237,272	329,800	528,400
512320	PT Applied Benefits	5,528	3,586	3,800	13,200
	Total Salaries and Benefits	380,865	429,986	608,000	969,800
521000	Supplies	63,070	78,733	117,000	158,600
531000	Electricity	122,457	147,413	133,100	-
532000	Natural Gas	2,312	2,794	3,400	-
533000	Water	324,533	216,611	376,400	-
542050	Contractual Services	611,874	621,467	652,700	689,000
544020	Intergovernmental Charges	1,581	1,598	2,000	2,000
592000	Equipment Usage	36,200	36,200	36,200	-
	Total Maintenance and Operations	1,162,027	1,104,816	1,320,800	849,600
	- Activity Total -	$ 1,542,891	$ 1,534,802	$ 1,928,800	$ 1,819,400

Park Maintenance - Ball Fields (10432509)

Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	$ 17,721	$ 85,169	$ 108,000	$ 117,200
510040	OT Pay	834	2,661	1,500	3,000
510050	PT OT Pay	5,312	2,731	8,000	8,000
510020	PT Salaries	82,420	41,561	42,400	47,400
512310	Applied Benefits	33,154	130,248	146,900	164,400
512320	PT Applied Benefits	11,347	5,865	8,900	10,100
	Total Salaries and Benefits	150,788	268,235	315,700	350,100
521000	Supplies	27,959	29,809	25,000	35,000
542050	Contractual Services	2,699	21,343	24,000	30,000
592000	Equipment Usage	20,000	20,000	20,000	-
	Total Maintenance and Operations	50,658	71,152	69,000	65,000
	- Activity Total -	$ 201,446	$ 339,387	$ 384,700	$ 415,100

Park Maintenance - Little Lake Park
(ORG CODE:10432503)
Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	$ 13,992	$ 22,801	$ 34,700	$ 36,000
510040	OT Pay	3,952	4,773	5,000	-
510050	PT OT Pay	1,081	-	2,000	2,500
510020	PT Salaries	4,940	2,039	3,200	3,600
512310	Applied Benefits	25,371	41,069	57,700	54,700
512320	PT Applied Benefits	931	538	600	1,200
	Total Salaries and Benefits	50,267	71,220	103,200	98,000
521000	Supplies	3,376	8,323	18,000	18,000
531000	Electricity	40,607	42,057	45,000	55,000
532000	Natural Gas	649	647	800	800
533000	Water	90,739	74,276	94,000	94,000
542050	Contractual Services	101,786	105,344	115,000	119,700
592000	Equipment Usage	3,000	3,000	3,000	-
	Total Maintenance and Operations	240,157	233,647	275,800	287,500
	- Activity Total -	$ 290,423	$ 304,867	$ 379,000	$ 385,500

Facilities
(ORG CODE:10432510)
Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	$ 154,439	$ 197,643	$ 263,600	$ 223,000
510040	OT Pay	54,729	82,190	57,500	100,000
510050	PT OT Pay	4,937	741	9,100	10,000
510020	PT Salaries	61,612	40,739	18,400	6,200
512310	Applied Benefits	337,690	347,699	420,700	359,100
512320	PT- Applied Benefits	9,907	7,990	2,700	2,100
	Total Salaries and Benefits	623,314	677,002	772,000	700,400
521000	Supplies	161,634	189,856	218,600	264,400
531000	Electricity	356,534	388,773	375,000	-
532000	Natural Gas	14,040	16,107	24,900	-
533000	Water	62,504	66,442	82,900	-
534000	Telephone	20,274	13,755	17,800	22,000
542050	Contractual Services	739,932	724,218	714,800	1,018,200
542055	Landscaping	-	-	-	8,300
543081	Cleaning	-	-	-	2,000
543083	Station Repairs and Maintenance	-	-	-	53,400
592000	Equipment Usage	29,200	29,200	28,300	-
	Total Maintenance and Operation	1,384,120	1,428,351	1,462,300	1,368,300
	- Activity Total -	$ 2,007,434	$ 2,105,353	$ 2,234,300	$ 2,068,700

Facility Operations relocated from Police Services and under this activity in FY 2024-25
FIre Building & Ground activity relocated from Fire- Rescue and under this actvity in FY 2024-25

Trees (10432002)
Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	$ 37,070	$ 81,221	$ 63,900	$ 71,100
510040	OT Pay	6,150	10,450	7,000	7,000
510050	PT OT Pay	206	-	1,000	1,000
510020	PT Salaries	15	396	-	-
512310	Applied Benefits	76,609	147,062	113,900	123,400
512320	PT Applied Benefits	1	28	-	-
	Total Salaries and Benefits	120,051	239,157	185,800	202,500
521000	Supplies	16,088	31,382	27,000	26,000
540030	Travel and Meetings	-	-	1,000	-
540010	Memberships	-	290	600	-
540020	Training	-	2,065	1,000	-
542050	Contractual Services	270,380	320,711	275,000	275,000
592000	Equipment Usage	20,000	20,000	20,000	-
	Total Maintenance and Operations	306,468	374,448	324,600	301,000
	- Activity Total -	$ 426,519	$ 613,605	$ 510,400	$ 503,500

Traffic Signal Mtc - Santa Fe Springs (10433501)

Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	$ 65,526	$ 72,625	$ 125,600	$ 135,200
510040	OT Pay	16,878	29,054	20,000	20,000
510050	PT OT Pay	397	96	1,000	1,000
510020	PT Salaries	3,921	-	1,500	-
510060	Standby Pay	17,690	17,720	20,000	20,000
512310	Applied Benefits	130,807	123,330	187,000	209,000
512320	PT Applied Benefits	562	-	400	-
	Total Salaries and Benefits	235,781	242,825	355,500	385,200
521000	Supplies	67,379	96,480	104,000	104,000
531000	Electricity	45,182	53,715	57,000	-
534000	Telephone	5,202	5,416	5,500	5,500
540010	Memberships	500	786	1,000	-
540020	Training	1,665	-	2,000	-
542050	Contractual Services	34,083	20,485	30,000	32,000
544020	Intergovernmental Charges	47,373	52,315	55,000	55,000
592000	Equipment Usage	20,000	20,000	20,000	-
	Total Maintenance and Operations	221,384	249,197	274,500	196,500
	- Activity Total -	$ 457,165	$ 492,022	$ 630,000	$ 581,700

Traffic Signal Mtc - Contract Cities (10433502)

Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	$ 154,985	$ 188,331	$ 233,500	$ 251,400
510040	OT Pay	66,684	89,507	75,000	75,000
510050	PT OT Pay	2,428	500	5,000	-
510020	PT Salaries	5,427	96	1,500	-
512310	Applied Benefits	310,714	320,979	350,700	394,300
512320	PT Applied Benefits	658	27	400	-
	Total Salaries and Benefits	540,896	599,440	666,100	720,700
521000	Supplies	101,997	234,077	215,000	215,000
542050	Contractual Services	9,123	7,327	42,000	42,000
591000	Overhead	-	-	-	360,350
592000	Equipment Usage	20,000	20,000	20,000	-
	Total Maintenance and Operations	131,120	261,404	277,000	617,350
	- Activity Total -	$ 672,017	$ 860,844	$ 943,100	$ 1,338,050

Street Lighting Maintenance (10433503)

Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	$ 73,165	$ 73,915	$ 116,600	$ 114,300
510020	PT Salaries	3,203	-	1,500	-
510040	OT Pay	59,349	91,338	80,000	80,000
510050	PT OT Pay	1,109	1,012	3,000	-
512310	Applied Benefits	147,392	126,730	172,500	178,100
512320	PT Applied Benefits	457	-	400	-
	Total Salaries and Benefits	284,675	292,995	374,000	372,400
521000	Supplies	165,025	148,526	140,000	139,000
531000	Electricity	579,479	725,415	650,000	-
542010	Advertising	3,684	-	4,000	4,000
542050	Contractual Services	16,612	17,124	32,000	32,000
591000	Overhead	104,009	111,282	-	186,200
592000	Equipment Usage	7,000	7,000	7,000	-
	Total Maintenance and Operations	875,809	1,009,347	833,000	361,200
	- Activity Total -	$ 1,160,484	$ 1,302,342	$ 1,207,000	$ 733,600

Transit Services (101051XX)
Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	$ 90,693	$ 135,785	$ 198,900	$ -
510040	OT Pay	-	517	500	-
510050	PT OT Pay	-	-	1,000	-
510020	PT Salaries	14,845	884	-	-
512310	Applied Benefits	148,703	219,287	282,900	-
512320	PT Applied Benefits	1,505	63	-	-
	Total Salaries and Benefits	255,746	356,536	483,300	-
521000	Supplies	4,198	8,739	7,500	-
534000	Telephone	3,193	3,265	6,000	-
540030	Travel and Meetings	263	371	700	-
540010	Memberships	560	615	700	-
540020	Training	-	-	1,500	-
542050	Contractual Services	47,355	103,327	87,000	-
544020	Intergovernmental Charges	-	-	2,000	-
573400	Furniture/Equipment	-	-	1,500	-
592000	Equipment Usage	13,241	17,155	44,000	-
	Total Maintenance and Operations	68,810	133,472	150,900	-
	- Activity Total -	$ 324,556	$ 490,008	$ 634,200	$ -

Activity relocated to Community Services under the Family & Human Services divison in FY 2024-25

COMMUNITY SERVICES

CITY OF SANTA FE SPRINGS

Department Narrative
Fiscal Year 2024-25

COMMUNITY SERVICES

Community Services Positon Listing

Positions	FY 2021-22	FY 2022-23	FY 2023-24	AMENDED FY 2023-24	ADOPTED FY 2024-25	Variance
Administrative Assistant II	3	3	3	3	3	
Bus Driver II	-	-	-	2	2	
Bus Driver III	-	-	-	1	1	
Communications Specialist	-	-	-	2	2	-
Communications Specialist II	-	-	-	-	1	1
Community Services Specialist	1	1	1	1	1	
Community Services Specialist (Transit Svcs)	-	-	-	-	1	1
Community Services Supervisor	1	1	1	1	1	
Director of Community Services	1	1	1	1	1	
Family & Human Services Manager	1	1	1	1	1	
Human Services Case Worker I	1	1	1	1	1	
Human Services Case Worker II	1	1	1	1	1	
Librarian I	1	1	1	1	1	
Librarian II	2	2	2	2	2	
Librarian III	1	1	1	1	1	
Library Clerk I	1	1	1	1	1	
Library Services Manager	1	1	1	1	1	
~~Management Analyst II~~	1	1	1	1	-	(1)
~~Municipal Srvcs Supvr(formally under Public Works)~~	-	-	-	1	-	(1)
Program Coordinator	2	2	2	2	2	
Program Coordinator - Library Outreach	1	1	1	1	1	
Public Information Officer	-	-	-	1	1	
Reclass: Mgmnt Analyst II to Comm Srvcs Manager	-	-	-	-	1	1
Reclass: Municipal Srvcs Supvr to Community Srvcs Supvr	-	-	-	-	1	1
Grand Total	**19**	**19**	**19**	**26**	**28**	**2**
Part-Time Non- Beneffited Hours						
Total Number of Hours	47,816	54,716	54,716	54,716	62,196	7,480

Department Narrative
Fiscal Year 2024-25

COMMUNITY SERVICES

Mission Statement

The Department of Community Services' mission is to continually assess the educational, cultural, health and wellness, and social needs of the community and design Library, Recreation, and Social Service Programs to meet these needs; provide these services in a professional, courteous, and ethical manner; strive to meet the needs of the physically and mentally-challenged individuals and their families; promote the value of the ethnic and cultural diversity of the community; foster volunteerism; and join other departments to carry forth the City's mission.

Department Description

Community Services Administration Division

The Administration Division provides guidance and leadership to a multidisciplinary team composed of three divisions to address community needs, conduct community problem solving and implement City Council goals and priorities relating to leisure, social, cultural and library services to the community. It also provides general administration support to the overall Department of Community Services through centralized coordination of the operational budget, capital improvement projects, publicity and promotions, as well as overall professional development. In particular, the Community Services Administration directly manages the public art and art education program, the health and wellness initiative, the volunteer program, and the creative media and communications program.

Family and Human Services Division

The Family and Human Services Division (FHS) works collaboratively in an integrated services approach to provide essential human services to residents, stakeholders, and community members of Santa Fe Springs in the areas of older adult services, family services, social services and case management. In partnership with community-based service providers, FHS promotes and supports the well-being and healthy development of the community. It cultivates and promotes the importance of family unity, and intergenerational connections. This division also oversees the Clarke Estate and Heritage Park, including all programs and events taking place at these facilities, as well as facility rentals.

Library and Cultural Services Division

The mission of the Santa Fe Springs City Library (Library) is to promote education and literacy, provide access to information resources, preserve local history, and foster social and cultural experiences through library programming for all members of the community to contribute to their quality of life. The Library provides books, movies, and magazines in multiple formats, informational databases and a variety of educational and cultural programs for all ages such as First Friday, preschool and bilingual story times, STEAM activities and Thursday Club, a program for developmentally disabled adults. The Library also provides for Adult and Children's Literacy programs and has recently introduced new programming such as Craft Café and Coding Club. In 2023-24, the library began offering passport services. In addition, the Library oversees Carriage Barn educational programs and operations to digitize the City's historical materials.

Department Narrative
Fiscal Year 2024-25

COMMUNITY SERVICES

Summary of Notable Accomplishments During Fiscal Year 2023 – 2024

Community Services Administration Division

- Created the *Creative Media & Communications Program*
- Increased attendance at the SFS Art Fest to approximately 4,000 people
- Restored 3 Public Art installations; Dancing Gabrieleños, Soaring Dreams, and the Omni
- Provided $58,365 in Art Grants to support local schools art education programs
- 116 long-term adult & student volunteers, with approximately 5,181 volunteer hours served
- Hosted the *Walk to School Day* in October with participation from 5 existing and 1 new school with 500 in patrons in attendance

Family and Human Services Division

- Facilitated serving 10,850 hot meals to senior residents and 12,400 Home Delivered meals, through the SASSFA congregate meal program
- Provided 359 food & gift baskets during the Holiday Basket programs; received $18,650 in donations
- Provided 200 food baskets to the CHP in support of the *Jingle All the Way Toy Giveaway*
- Held 24 enhanced or new Older Adult classes with an average of 20 participants per class
- Offered a new English as a Second Language (ESL) class with 25 ongoing participants
- Establishment and installation of the *Audio Tour* at Heritage Park
- Utility Assistance Program - Case Managers have processed 323 Gas and Edison Assistance applications
- through the United Way of Greater Los Angeles, resulting in $63,006, in grant assistance towards utility
- bills

Library & Cultural Services Division

- Received 8 Grant Awards to expand library programs, enhance operations, and create General Fund
- savings
- Implemented Passport Services, Tuesday – Saturday
- Serviced over 72,000, with an average daily attendance of 275 patrons
- Worked in conjunction with FHS to provide an improved and increased number of Adaptive Programs
- including Thursday Clubs and Adaptive Dances
- Reinstated historical tours at the Heritage Park Carriage Barn

Department Narrative
Fiscal Year 2024-25

COMMUNITY SERVICES

Goals/Objectives for Upcoming Fiscal Year 2024 – 2025

Community Services Administration Division

- Community Completion and implementation of a multi-year Strategic Communications plan
- Launch the City of Santa Fe Springs re-branding project (two year project)
- Production of a City Accomplishments Guide, highlighting FY23.24
- Implementation of a Military Veterans & Community Street Banner program
- Expansion of the volunteer program to include court-ordered volunteer opportunities

Family and Human Services Division

- Transfer Transit Services to FHS Division to help streamline services for older adults at the Gus Velasco
- Neighborhood Center
- Expand transit operations to provide weekend services
- Offer new free Older Adult Excursions
- Re-open Heritage Park Café, to sell pre-packaged baked and snack items
- Revise and re-establish the Family & Human Services Family Fund Policy
- Enhance the Summer Concert Series with high-quality entertainment, themed evenings, increased
- marketing efforts, and the offering of sponsorship opportunities
- Hire a PT Community Resource Aide to provide new services, such as free pet food, through Gus's Kitchen
- Food Pantry
- Implement and offer an additional Art Camp weekly session

Library & Cultural Services Division

- Increase outreach and resources to the business community
- Continue to pursue and secure grants for sustainability & growth
- Reconfigure public and staff spaces for increased flexibility in programming, functionality, and better
- service provision
- Begin an internal strategic plan for the Library and Carriage Barn
- Collect, preserve, and display local history, including updating the Carriage Barn, digitizing local historical
- materials, and creating a memory lab
- Repurpose Café Libre into a pop-up store for licensed local vendors

CITY OF SANTA FE SPRINGS

Department Narrative
Fiscal Year 2024-25

COMMUNITY SERVICES

Division Performance Measures

Performance Measure	Actual FY 2022-23	Adopted FY 2023-24	Projected FY 2024-25
No. of Public Art Installations Restored	2	2	3
No. of Art Grants Awarded to Local Schools	20	20	25
Total Amount of Art Grants Given to Local Schools	$50,000	$55,000	$60,000
SFS Art Fest Event Attendance (2 days)	3,000	3,500	4,500
Total No. Social Media Posts	2,467	2,500	2,900
No. of Users Reached on Social Media Platforms	2,376,513	2,500,000	2,700,000
No. of Fans and Followers on Social Media Platforms	15,335	16,000	17,000
No. of Publications Issued (Newsletters, Brochures, etc.)	7	7	19
No. of Volunteers	100	105	350
No. of Volunteer Hours Served	4,500	4,250	4,500
Walk To School Day Event Attendance	420	400	450
No. of Holiday Baskets Given Away	359	250	350
No. of Facility Rentals for Heritage Park & Clarke Estate	395	208	400
Program Attendance (Family, Older Adults, and other programs)	953	700	825
SASSFA Hot Meals Congregate Meals Served at the Gus Velasco Neighborhood Center	12,750	10,400	11,000
Concerts in the Park Event Attendance (7 concerts)	4,000	3,500	4,500
Día de los Muertos & Las Posadas Event Attendance	1,500	1,250	1,700
No. of Case Worker Social Services Inquiry Responses	4,460	4,000	4,200
No. of Library Grants Awarded	2	3	5
Total Amount of Library Grants Received	$32,000	$32,000	$35,000
Passports Processed	NA	100	200
No. of Library Visitors	68,000	70,000	71,000
No. of Materials Checked-Out	128,954	115,000	120,000
No. of Library Programs, Events, and Activities Held	499	450	510
Attendacne of Library Programs, Events, and Activities	7,077	6,800	7,000
Heritage Park Carriage Barn Visitors	8,589	8,250	8,600

Community Services

FY 2024-25 Adopted Budget

Department Summary

Activity Name	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
Administration ^	$ 1,083,119	$ 1,314,722	$ 1,495,400	$ 2,492,150
Library & Cultural Services	1,683,660	2,231,900	2,230,500	2,509,400
Family & Human Services*	1,757,067	1,930,050	2,152,800	3,334,800
Parks & Recreation**	2,890,914	3,465,019	3,926,000	-
Department Totals	$ 7,414,759	$ 8,941,691	$ 9,804,700	$ 8,336,350

^ Public Art & Art Education Program is part of the Admin division total
****Transit Services relocated from Public Works in FY 2024-25 and part of the FHS divison total***
****Parks & Recreation division became its own department in FY 2024-25**

Community Services Administration (10105199)

Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	$ 223,682	$ 282,719	$ 289,800	$ 663,100
510020	PT Salaries	5,337	11,654	28,700	35,800
510040	OT Pay	5,301	4,697	3,700	10,700
510050	PT OT Pay	135	95	1,400	1,400
512310	Applied Benefits	337,749	366,105	404,400	759,700
512320	PT Applied Benefits	-	970	2,100	2,900
	Total Salaries and Benefits	572,203	666,240	730,100	1,473,600
521000	Supplies	12,426	40,786	38,000	44,300
523030	Misc Equipment Replacement	-	-	-	5,550
534000	Telephone	858	988	1,200	1,200
540010	Memberships	1,137	1,677	1,500	6,000
540020	Training	2,172	1,208	4,000	9,000
540030	Travel and Meetings	7,162	8,209	7,000	17,000
542010	Advertising	2,227	-	5,500	11,500
542050	Contractual Services	122,859	162,674	210,100	322,500
	Total Maintenance and Operations	148,842	215,542	267,300	417,050
	- Activity Total -	$ 721,045	$ 881,782	$ 997,400	$ 1,890,650

Public Art & Art Education Program (10511001)

Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	$ 59,376	$ 71,165	$ 64,200	$ 80,000
510040	OT Pay	5,838	13,759	18,000	20,300
510050	PT OT Pay	810	3,003	4,500	4,000
510020	PT Salaries	13,701	23,341	1,500	-
512310	Applied Benefits	99,248	106,431	97,800	117,700
512320	PT Applied Benefits	1,071	2,124	100	-
	Total Salaries and Benefits	180,044	219,823	186,100	222,000
521000	Supplies	17,506	33,267	48,900	60,000
540030	Travel and Meetings	-	612	1,000	1,000
540010	Memberships	-	-	300	500
542050	Contractual Services	132,083	136,274	211,700	248,000
593000	Contributions/Art Education Grants	32,441	42,964	50,000	70,000
	Total Maintenance and Operations	182,030	213,117	311,900	379,500
	- Activity Total -	$ 362,074	$ 432,940	$ 498,000	$ 601,500

Library & Cultural Services Administration (10105699)

Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	$ 392,285	$ 555,700	$ 566,600	$ 616,500
510020	PT Salaries	254,560	447,400	465,100	554,400
510040	OT Pay	1,788	-	3,000	6,000
510070	Acting Pay	4,052	-	-	-
512310	Applied Benefits	708,091	844,100	800,100	820,800
512320	PT Applied Benefits	18,704	32,100	33,400	45,700
	Total Salaries and Benefits	1,379,480	1,879,300	1,868,200	2,043,400
521000	Supplies	65,739	44,600	59,000	76,100
522000	Books & Subscriptions	64,310	67,800	69,700	85,600
523005	Periodicals	8,242	9,500	9,500	10,500
523010	Audio-Visual	68,227	78,400	78,400	82,600
523030	Misc Equipment Replac	-	-	-	47,000
534000	Telephone	2,297	4,000	4,000	4,000
540010	Memberships	1,280	4,600	4,600	4,600
540020	Training	2,584	15,500	6,800	6,800
540030	Travel and Meetings	1,035	5,000	5,000	5,000
542010	Advertising	-	300	-	-
542050	Contractual Services	90,464	122,900	125,300	143,800
	Total Maintenance and Operations	304,180	352,600	362,300	466,000
	- Activity Total -	$ 1,683,660	$ 2,231,900	$ 2,230,500	$ 2,509,400

Family & Human Services Administration (10105899)

Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	$ 410,941	$ 440,228	$ 522,100	$ 653,000
510020	PT Salaries	381,104	454,500	491,400	584,300
510040	OT Pay	5,352	1,316	6,000	25,500
510050	PT OT Pay	967	848	-	3,500
510070	Acting Pay	412	-	-	-
512310	Applied Benefits	719,438	723,766	787,800	902,800
512320	PT Applied Benefits	30,272	35,165	37,800	59,400
	Total Salaries and Benefits	1,548,487	1,655,824	1,845,100	2,228,500
521000	Supplies	68,144	86,072	100,400	116,900
534000	Telephone	12,877	13,234	14,800	14,800
540010	Memberships	1,181	586	2,500	2,500
540020	Training	2,228	2,551	5,000	5,000
540030	Travel and Meetings	2,541	4,678	5,000	8,000
542050	Contractual Services	100,921	141,158	161,000	194,700
573400	CO- Equipment	-	-	-	12,500
581000	Principal	-	5,550	-	-
582000	Interest	-	359	-	-
592000	Equipment Usage	19,000	19,000	19,000	-
593000	Contributions	1,688	1,038	-	-
	Total Maintenance and Operations	208,579	274,226	307,700	354,400
	- Activity Total -	$ 1,757,067	$ 1,930,050	$ 2,152,800	$ 2,582,900

Transit Services (101051XX)
Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	$ -	$ -	$ -	$ 265,000
510040	OT Pay	-	-	-	-
510050	PT OT Pay	-	-	-	2,000
510020	PT Salaries	-	-	-	61,300
512310	Applied Benefits	-	-	-	306,200
512320	PT Applied Benefits	-	-	-	3,200
	Total Salaries and Benefits	-	-	-	637,700
521000	Supplies	-	-	-	8,500
534000	Telephone	-	-	-	4,000
540030	Travel and Meetings	-	-	-	800
540010	Memberships	-	-	-	900
540020	Training	-	-	-	1,500
542050	Contractual Services	-	-	-	96,000
544020	Intergovernmental Charges	-	-	-	1,000
573400	Furniture/Equipment	-	-	-	1,500
592000	Equipment Usage	-	-	-	-
	Total Maintenance and Operations	-	-	-	114,200
	- Activity Total -	$ -	$ -	$ -	$ 751,900

Activity relocated from Public Works Maintenance in FY 2024-25

Parks and Recreation Services Administration (10105499)

Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	$ 535,050	$ 591,235	$ 757,000	$ -
510020	PT Salaries	887,759	1,108,454	1,154,200	-
510040	OT Pay	31,823	44,547	38,300	-
510050	PT OT Pay	8,548	15,708	20,900	-
512310	Applied Benefits	837,505	907,473	1,176,800	-
512320	PT Applied Benefits	105,753	121,162	117,200	-
	Total Salaries and Benefits	2,406,437	2,788,578	3,264,400	-
521000	Supplies	189,379	257,627	223,300	-
534000	Telephone	33,933	24,715	34,000	-
540030	Travel and Meetings	4,369	3,813	3,500	-
540010	Memberships	1,970	2,402	4,000	-
540020	Training	9,823	10,016	12,500	-
542050	Contractual Services	206,404	332,373	343,100	-
544020	Intergovernmental Charges	-	-	2,600	-
581000	Principal	-	6,476	-	-
582000	Interest	-	419	-	-
592000	Equipment Usage	38,600	38,600	38,600	-
	Total Maintenance and Operations	484,477	676,441	661,600	-
	- Activity Total -	$ 2,890,914	$ 3,465,019	$ 3,926,000	$ -

Parks & Recreation division became its own department in FY 2024-25

Family & Youth Services relocated from Police Services in FY 2024-25

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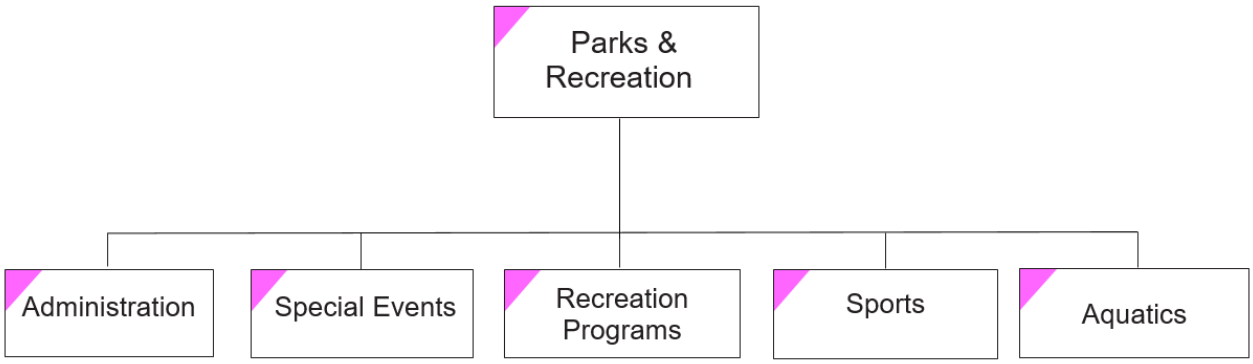
PARKS & RECREATION

CITY OF SANTA FE SPRINGS

Organizational Chart and Position Listing
Fiscal Year 2024-25

PARKS & RECREATION



Parks & Recreation Positon Listing

Positions	FY 2021-22	FY 2022-23	FY 2023-24	AMENDED FY 2023-24	ADOPTED FY 2024-25	Variance
Administrative Assistant I	-	-	-	-	-	
Administrative Assistant II	1	1	1	-	1	1
Community Services Specialist	2	3	4	4	3	(1)
Community Services Supervisor	2	2	3	3	4	1
Community Services Supervisor (formally Yth Interv Prgm Suprv)	-	-	-	-	1	1
Director of Parks & Recreation(formerly Parks & Recreation Manager)	1	1	1	1	1	
Parks & Rec. Manager	-	-	-	-	2	2
Program Coordinator	2	2	2	3	3	-
Program Coordinator (formally Yth Interv Case Wrkr)	-	-	-	-	1	1
Grand Total	**8**	**9**	**11**	**11**	**16**	**5**

Part-Time Beneffited Positions	FY 2021-22	FY 2022-23	FY 2023-24	AMENDED FY 2023-24	ADOPTED FY 2024-25	Variance
Community Services Leader II B	1	1	1	1	1	-
Community Services Leader I B	1	-	-	-	-	-
Total Part Time Beneffited Positions	2	1	1	1	1	

Part-Time Non- Beneffited Hours					
Total Number of Hours	61,447	62,460	65,500	65,500	91,565

Department Narrative
Fiscal Year 2024-25

PARKS & RECREATION

Mission Statement
The Mission of the Department of Parks and Recreation is to provide quality, caring programs, events, and services that enhance the quality of life of Santa Fe Springs Residents. This emphasizes our commitment to ensuring that all programs, events, and services provided meet high standards of quality while also prioritizing the well-being and satisfaction of our community members. Through a diverse range of recreational activities, community events, and various services, we aim to enhance the overall quality of life for Santa Fe Springs residents. Our ultimate goal is to create an environment where individuals and families can feel like they belong and thrive, fostering a strong sense of connection, health, and happiness within our community.

Department Description
The Department of Parks and Recreation is dedicated to enriching the lives of Santa Fe Springs residents by offering a diverse array of recreational activities designed to foster both physical vitality and emotional well-being. Our comprehensive programs, activities, and special events are meticulously crafted to provide avenues for personal growth and cultural enrichment. Central to our mission are year-long initiatives spanning youth and adult sports, recreational classes, day camp programs, aquatic programs, youth engagement programs, park-based activities, facility rentals, and unforgettable community events. By prioritizing inclusivity and innovation, we strive to cultivate a vibrant and thriving community where individuals of all ages can flourish and forge meaningful connections.

Summary of Notable Accomplishments During Fiscal Year 2023 – 2024
- Established Department of Parks & Recreation
- Hosted 10 City-wide Special Events with estimated attendance of 20,000+
- Offered 202 classes and activities with over 3,100 participants enrolled
- Hosted 583 combined facility reservations and park picnic shelter reservations
- Worked with 28 unique organizations to offer over 1,400 reservations on sports fields
- Established an Athletic Field Allocation Policy that will prioritize resident usage of sports fields

CITY OF SANTA FE SPRINGS

Department Narrative
Fiscal Year 2024-25

PARKS & RECREATION

Goals/Objectives for Upcoming Fiscal Year 2024 – 2025

- Establish a comprehensive master plan for parks and recreation facilities
- Foster partnerships for resource optimization (i.e. Relay For Life, NFL Flag, Jr. Clippers, MLS, local businesses, etc.)
- Enhance park safety and security
- Improve park infrastructure and enhance park aesthetics
- Enhance existing recreational opportunities by enriching them with new programming elements (Jr. Golf Program, Girls Softball, Tot Classes)
- Renovate and open the Aquatic Center
- Create a facility policy that aligns with current practices, prioritizes resident usage and aligns with industry best practices

Department Performance Measures

Performance Measure	Actual FY 2022-23	Adopted FY 2023-24	Projected FY 2024-25
Adult Sports Program Teams	86	73	85
Youth Sports League Participants	1,302	1,492	1,500
Day Camp Participants	872	900	900
Teen Program Participants	702	740	750
Facility Rentals (Includes Park Picnic Areas)	651	583	590
Sports Field Rentals	1,658	1,400	1,500
Aquatic Participants	21	0	700
Recreation Programs (Excursions, Contract Classes, and other programs)	1,232	1,360	1,400
Meals Distributed at Parks and Teen Program	3,914	3,975	3,975

Parks and Recreation Services

FY 2024-25 Adopted Budget

Department Summary

Number	Activity Name	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
10105499	Parks & Recreation Services Admin	$ -	$ -	$ -	$ 6,479,380
Department Totals		$ -	$ -	$ -	$ 6,479,380

Parks & Recreation division became its own department in FY 2024-25

Family and Youth Intervention Program relocated from Police Services in FY 2024-25

Parks and Recreation Services Administration (10105499)

Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	$ -	$ -	$ -	$ 1,365,400
510020	PT Salaries	-	-	-	1,793,400
510040	OT Pay	-	-	-	62,730
510050	PT OT Pay	-	-	-	24,000
512310	Applied Benefits	-	-	-	1,763,800
512320	PT Applied Benefits	-	-	-	162,900
	Total Salaries and Benefits	-	-	-	5,172,230
521000	Supplies	-	-	-	516,200
534000	Telephone	-	-	-	15,700
540030	Travel and Meetings	-	-	-	9,300
540010	Memberships	-	-	-	4,000
540020	Training	-	-	-	19,000
542050	Contractual Services	-	-	-	740,350
544020	Intergovernmental Charges	-	-	-	2,600
581000	Principal	-	-	-	-
582000	Interest	-	-	-	-
592000	Equipment Usage	-	-	-	-
	Total Maintenance and Operations	-	-	-	1,307,150
	- Activity Total -	$ -	$ -	$ -	$ 6,479,380

Parks & Recreation became its own department in FY 2024-25

Family & Youth Services relocated from Police Services in FY 2024-25

EQUIPMENT REPLACEMENT & FUND TRANSFERS

Department Narrative
Fiscal Year 2024-25

EQUIPMENT ACQUISITION & FUND TRANSFERS

Department Description

The Equipment Acquisition & Fund Transfers activity contains detailed information regarding the replacement of City vehicles and equipment as well as the transfer from the City's General Fund to the Utility Users' Tax Capital Improvement Fund. Included in this section of the budget is a detailed activity budget sheet along with a vehicle replacement schedule.

Vehicle Acquisition and Replacement (10800000)

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
573450	Vehicle/Equipment	$ 389,127	$ 3,145,272	$ 1,379,000	$ -
	Total Maintenance and Operations	389,127	3,145,272	1,379,000	-
	- Activity Total -	$ 389,127	$ 3,145,272	$ 1,379,000	$ -

* Additional detail on following page(s)
** - AQMD funded purchases will be budgeted and paid for directly out of the AQMD Fund

Interfund Transfers (1010)
Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
820050	Transfer to Capital Projects	$ 11,800,000	$ 9,550,000	$ 2,800,000	$ -
820000	Transfer to General Equipment Fund	1,000,000	4,000,000	-	
820000	Transfer to Employee Benefits Fund	-	3,000,000	-	-
820000	Transfer from Equipment Aquisition to General Fund				1,142,000
820000	Transfer to Other Funds	-	2	-	-
	- Activity Total -	$ 12,800,000	$ 16,550,002	$ 2,800,000	$ 1,142,000

CAPITAL IMPROVEMENT PLAN

Department Narrative
Fiscal Year 2024-25

CAPITAL IMPROVEMENT PLAN

Mission Statement

We shall be part of the "City Team" to efficiently develop, construct, and maintain the City's infrastructure, parks, and facilities in a safe and environmentally sensitive manner for the enhancement of the residential and business communities. We shall be responsive to the changing needs of our City and create an atmosphere that allows all employees to be innovative, to have pride in their work, professional growth, high self-esteem, and to be committed to excellence.

Department Description

The City's Capital Improvement Plan (CIP) consists of short-range (3-5 years) capital projects selected by the City Council CIP Subcommittee and approved by the City Council. Capital expenditures are funding invested to acquire or maintain fixed assets, such as, land, buildings, streets and equipment. The current CIP project list includes community services facilities, public safety facilities, streets and technology projects. The CIP Subcommittee uses the following criteria in making their selections:

- Projects that eliminate, mitigate and manage risks and contribute to the safety and welfare of the public;
- Projects that protect and maintain City assets, facilities and infrastructure; and
- Projects that contribute to overall quality of life for residents and businesses
- The CIP projects are funded by:
- The General Fund in the targeted amount of $2.8 million annually. The funding derives from the City Council designated allocation of 1.5% of the City's 5% Utility Users' Tax;
- Various transportation funds;
- The City's Water Capital Fund; and
- Bond proceeds from tax allocation bonds issued by the former Community Development Commission. The State Department of Finance approved an Agreement giving the City Council authority to spend bond proceeds on capital projects effective July 1, 2014.

- The CIP Subcommittee provides direction to staff on project development and priorities. The City Council approves all individual project budgets and capital expenditures.

CAPITAL IMPROVEMENT PLAN

FY 2024-2025 BUDGET

	Capital Improvement Projects	Project Budget
1	Commercial Street Improvement Broadway Ave - (550' South Of Washington Bl)	$ 325,000
2	Commercial Street Improvement Dinard Ave - (Rosecrans Ave to Maryton Ave)	$ 450,000
3	Commercial Street Improvement John St - (Los Nietos Rd to Sorensen Ave)	$ 630,000
4	Commercial Street Improvement Marquardt Ave - (Imperial Hwy Ave to 625FT South)	$ 355,000
5	Commercial Street Improvement Maryton Ave - (Rosecrans Ave to Dinard Ave)	$ 530,000
6	Commercial Street Improvement Park St - (Shoemaker Ave to Cul-de-Sac)	$ 320,000
7	Commercial Street Improvement Pike St - (Norwalk Bl to Cul-de-Sac)	$ 525,000
8	Commercial Street Improvement Shoemaker Ave - (Los Nietos Rd to Cul-de-Sac)	$ 505,000
9	Commercial Street Improvement Slauson Ave - (Sorensen Ave to SFS Rd)	$ 2,500,000
10	Commercial Street Improvement Springdale Ave - (Florence Ave to Clark St)	$ 540,000
11	Commercial Street Improvement Stage Rd - (650FT w/o Valley View Ave to Rosecrans Ave) - Included with Rose-Marq Grade Sep Project	$ 100,000
12	Commercial Street Improvement Wakeman St - (Sorensen Ave to Cul-de-Sac)	$ 300,000
13	Facility Improvement - Aquatic Center Improvements - (PHASE 1A - Pool Equipment, Deck, Plaster)	$ 6,000,000
14	Facility Improvement - Aquatic Center Improvements - (PHASE 1B - Splash Pad, Jacuzzi, Pool House, Shade Structures)	$ 6,000,000
15	Facility Improvement - City Hall Dedicated Secondary Server AC System	$ 250,000
16	Facility Improvement - Fire Department Apparatus Bay Door Replacement at HQ/NO3	$ 485,000
17	Facility Improvement - GVNC Readerboard	$ 80,000
18	Facility Improvement - Santa Fe Springs Park Raw Sewage Sump Pump Transfer Station Renovation	$ 300,000
19	Facility Improvements - Install WIFI at City Hall	$ 35,000
20	Facility Improvements - City Hall West Wing Space Plan, Furniture and Carpet Improvements	$ 250,000
21	Facility Improvements - GVNC Shade Structure	$ 20,000
22	Facility Improvements - Police Service Center - Ballistic Proof Counter	$ 25,000
23	Park Improvement - Heritage Park Native American Pond Improvements	$ 3,565,900
24	Park Improvement - Lakeview Park - BBQ Grill Area Renovation	$ 70,000
25	Park Improvement - Los Nietos Park - BBQ Grill Area Renovation	$ 130,000
26	Park Improvement - Sculpture Garden Snake Fountain Improvements	$ 150,000
27	Park Improvements - L.E.D. Lighting at Various Parks	$ 270,000
28	Park Improvements - Santa Fe Springs Park Playground Improvement	$ 530,000
29	Regional Improvement - Grade Separation - Rosecrans/Marquardt	$ 1,000,000
30	Street Improvement - Norwalk/Washington & Norwalk Slauson	$ 400,000
31	Street Improvement - Residential Alley Improvements	$ 2,000,000
32	Street Improvements - 605 / 91 Freeway "Hot Spots" Arterial Intersections (Valley View/Alondra)	$ 2,967,000
33	Street Lighting Improvements - City Wide Street (Commercial Areas) Light Conversion (HPSV to LED) - Remove Old & Replace New LED Lamps	$ 2,400,000
34	Street Lighting Improvements - Residential LED Street Light Improvements - Three (3) Phase Project: Phase III - {Series Circuit Convert to Multiple Circuit - Solicit Design RFP}	$ 3,600,000
35	Water Improvement - Water Well No 12 Treatment	$ 612,000
36	Water Improvement - Water Well No 2 Treatment	$ 167,000
	TOTAL	**$ 38,386,900**

Capital Projects - Administration (41544210)

Activity Detail

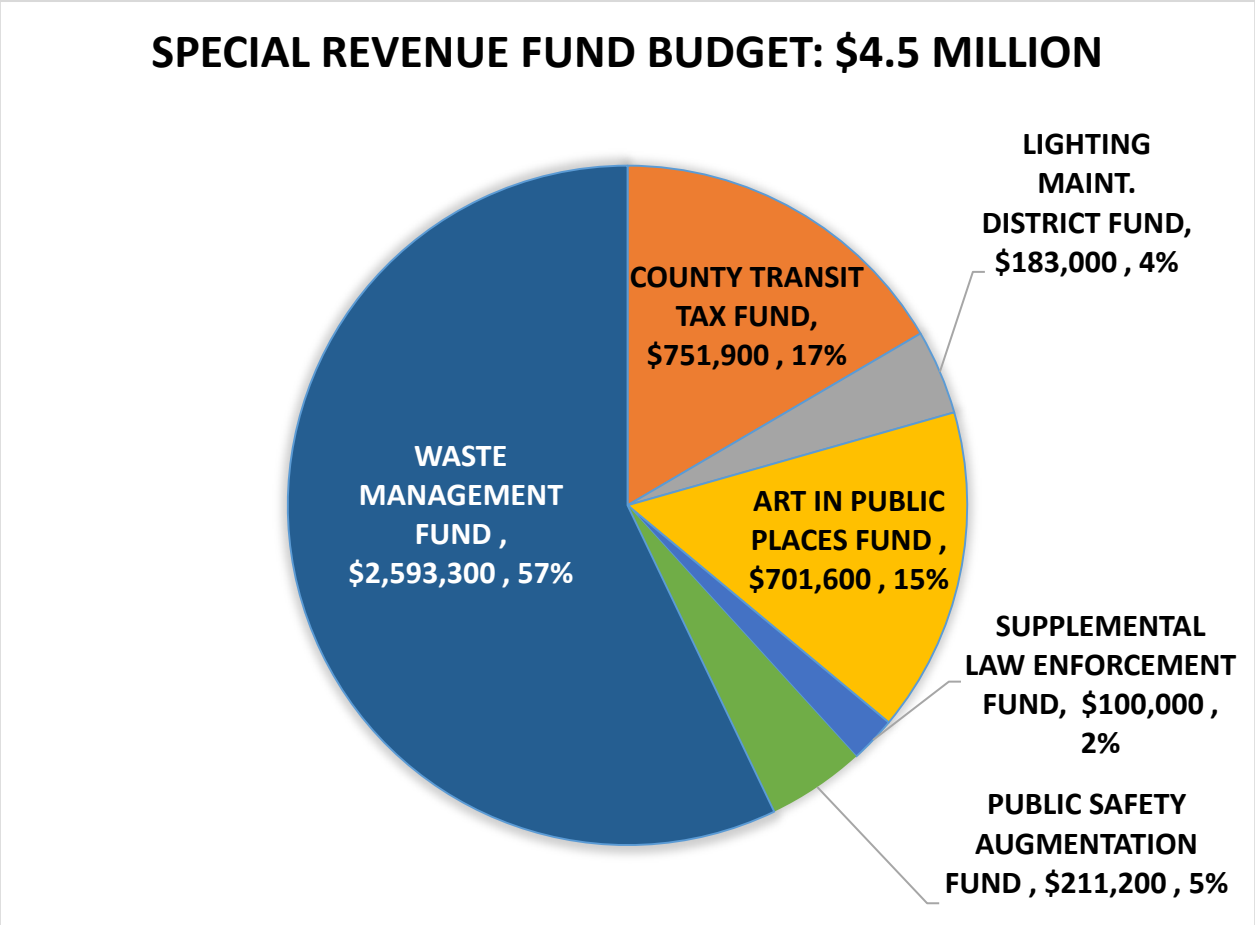
Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	$ 82,667	$ 73,753	$ 114,700	$ 116,700
510020	PT Salaries	1,603	4,521	8,000	7,000
510040	OT Pay	-	237	-	-
512310	Applied Benefits	172,188	139,390	158,600	162,000
512320	PT Applied Benefits	207	347	1,500	1,300
	Total Salaries and Benefits	256,665	218,248	282,800	287,000
542050	Contractual Services	185,049	42,728	120,000	150,000
	Total Maintenance and Operations	185,049	42,728	120,000	150,000
	- Activity Total -	$ 441,714	$ 260,976	$ 402,800	$ 437,000

SPECIAL REVENUE FUNDS

SPECIAL REVENUE FUNDS

Special Revenue funds are monies that can only be used for certain specific purposes as defined by law or administrative action. Allocation of funds will have a series of guidelines the recipient (the City) must follow. Most Special Revenue funds are either grants from county, state and federal governments designed for a variety of purposes from public safety to transportation funds, or to account for funds expended under specific purposes such as the Waste Management fund. The funding from these funds help offset eligible expenditures incurred within the General Fund activities. The City has a total of eleven Special Revenue funds, but not all have budgeted expenses for FY 2024-25.

All Special Revenue funds are grouped as a larger component of the larger Total City Budget. As a whole, the Special Revenue funds represent a total of $4.5 million of the Citywide operating budget. More than half of the special revenue budget is allocated to the Waste Management activities (57%), County Transit funds (17%), and Art in Public Places fund (15%), which helps offset the expenditures associated with running the Public Art & Art Education program.



Special Revenue Funds
Sources and Uses of Funds

Fiscal Year 2024-2025 Adopted Budget

Activity Name	State Gas Tax Fund	State Road Maint (SB1)	County Transit Tax Funds	Lighting Maintenance District Fund	Art in Public Places Fund	Heritage Art Education Endowment Fund	Transportation Ctr Parking Lot Fund
Beginning Fund Balance	$ 699,600	$ 393,635	$ 1,934,700	$ 225,500	$ 935,400	$ 475,300	$ 41,000
Sources							
Estimated Revenues	514,700	478,300	1,667,800	195,000	300,000	-	-
Uses							
Transfer to General Fund*	-	-	751,900	183,000	701,600	-	-
Transfer to CIP	514,700	478,300	1,646,100	-	-	-	-
Program Expenditures	-	-	-	-	-	-	-
Total Uses	514,700	478,300	2,398,000	183,000	701,600	-	-
Surplus / (Deficit)	-	-	(730,200)	12,000	(401,600)	-	-
Ending Fund Balance	**$ 699,600**	**$ 393,635**	**$ 1,204,500**	**$ 237,500**	**$ 533,800**	**$ 475,300**	**$ 41,000**

* Transferred to various activities within the General Fund to offset eligible costs.

Special Revenue Funds
Sources and Uses of Funds

Fiscal Year 2024-2025 Adopted Budget
(Continued)

Activity Name	Community Development Block Grant Fund	Air Quality Improvement Fund	Supplemental Law Enforcement Fund	Public Safety Augmentation Fund	Waste Management Fund	Measure W Stormwater Municipal Fund	Heritage Springs Street Maintenance District
Beginning Fund Balance	$ -	$ 263,000	$ -	$ -	$ 1,087,800	$ 6,442,400	$ 618,800
Sources							
Estimated Revenues	425,804	22,000	100,000	211,200	2,000,000	2,500,000	-
Uses							
Transfer to General Fund*	-	-	100,000	211,200	2,593,300	-	-
Transfer to CIP	-	-	-	-	-	1,849,100	-
Program Expenditures	425,804	119,100	-	-	-	684,100	-
Total Uses	425,804	119,100	100,000	211,200	2,593,300	2,533,200	-
Surplus / (Deficit)	(0)	(97,100)	-	-	(593,300)	(33,200)	-
Ending Fund Balance	**$ -**	**$ 165,900**	**$ -**	**$ -**	**$ 494,500**	**$ 6,409,200**	**$ 618,800**

* Transferred to various activities within the General Fund to offset eligible costs.

Waste Management (10401145)
Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	$ -	$ -	$ -	$ 310,100
510040	OT Pay	-	-	-	12,000
510050	PT OT Pay	-	-	-	-
510020	PT Salaries	-	-	-	20,100
512310	Applied Benefits	-	-	-	445,900
512320	PT Applied Benefits	-	-	-	6,900
	Total Salaries and Benefits	-	-	-	795,000
521000	Supplies	-	-	-	10,000
534000	Telephone	-	-	-	-
540030	Travel and Meetings	-	-	-	5,000
542050	Contractual Services	-	-	-	381,000
541040	Liability Insurance	-	-	-	42,600
544020	Intergovernmental Charges	-	-	-	2,000
591000	Overhead	-	-	-	397,500
820000	Transfer to General Fund				959,300
592000	Equipment Usage	-	-	-	900
	Total Maintenance and Operations	-	-	-	1,798,300
	- Activity Total -	$ -	$ -	$ -	$ 2,593,300

Activity relocated from City Manager's Office Department in FY 2024-25

Air Quality Improvement Fund (2445)
Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
544020	Intergovernmental Charges (Go Rio)	$ -	$ 6,262	$ 2,100	$ 2,100
573450	CO - Vehicles	-	-	117,000	117,000
	Total Maintenance and Operations	-	6,262	119,100	119,100
	- Activity Total -	$ -	$ 6,262	$ 119,100	$ 119,100

Art in Public Places Fund (2510)
Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
820000	Transfer to Sculpture Gardens Activity	$ 100,200	$ 100,100	$ 100,100	$ 100,100
820000	Transfer to Public Art & Education Activity	340,579	385,493	464,000	601,500
	Total Maintenance and Operations	440,779	485,593	564,100	701,600
	- Activity Total -	$ 440,779	$ 485,593	$ 564,100	$ 701,600

CDBG Housing Rehabilitation (23102502)

Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
542050	Contractual Services	$ -	$ -	$ -	$ 10,000
543060	Construction	-	-	-	389,304
	Total Maintenance and Operations	-	-	-	399,304
	- Activity Total -	$ -	$ -	$ -	$ 399,304

CDBG Teen Program (23105425)

Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510020	PT Salaries	$ 25,706	$ 25,422	$ 26,500	$ 26,500
510050	PT OT Pay	-	578	-	-
	Total Salaries and Benefits	25,706	26,000	26,500	26,500
	- Activity Total -	$ 25,706	$ 26,000	$ 26,500	$ 26,500

County Transit Tax Funds (Measures M & R, and Prop A & C) (2410-2427)
Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
820000	Transfer to Transit Services	$ 333,371	$ 496,008	$ 634,200	$ 751,900
820050	Transfer to CIP	-	853,685	1,646,100	1,646,100
	Total Maintenance and Operations	333,371	1,349,693	2,280,300	2,398,000
	- Activity Total -	$ 333,371	$ 1,349,693	$ 2,280,300	$ 2,398,000

State Gas Tax (2401)
Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
820000	Transfer to General Street Maintenance	$ 200,000	$ 200,000	$ 200,000	$ 200,000
820050	Transfer to CIP	83,079	192,730	442,800	514,700
	Total Maintenance and Operations	283,079	392,730	642,800	714,700
	- Activity Total -	$ 283,079	$ 392,730	$ 642,800	$ 714,700

Lighting Maintenance District Fund (2430)

Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
820000	Transfer to General Fund Traffic Signals Maint.	$ 7,000	$ 7,000	$ 7,000	$ 7,000
820000	Transfer to General Fund Street Lighting	176,000	176,000	176,000	176,000
	Total Maintenance and Operations	183,000	183,000	183,000	183,000
	- Activity Total -	$ 183,000	$ 183,000	$ 183,000	$ 183,000

Meas W – Eng – Safe Clean Water (24284240)

Activity Detail

Object No.	Description	Actuals FY 2021-22	Actuals FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	$ -	$ -	$ -	$ -
510020	PT Salaries	-	-	-	-
510040	OT Pay	-	-	-	-
510050	PT OT Pay	-	-	-	-
512310	Applied Benefits	-	-	-	-
512320	PT Applied Benefits	-	-	-	-
	Total Salaries and Benefits	-	-	-	-
521000	Supplies	-	-	-	-
542050	Contractual Services	-	-	-	599,100
544020	Intergovernmental Charges	-	-	-	85,000
591000	Overhead	-	-	-	-
592000	Equipment Usage	-	-	-	-
	Total Maintenance and Operations	-	-	-	684,100
	- Activity Total -	$ -	$ -	$ -	$ 684,100

Measure W - Safe Clean Water (24284240)

Interfund Transfers

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
820050	Transfer to CIP	$ -	$ -	$ -	$ 1,849,100
	Total Maintenance and Operations	-	-	-	1,849,100
	- Activity Total -	$ -	$ -	$ -	$ 1,849,100

Public Safety Augmentation Fund (2202)
Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
820000	Transfer to Fire Suppression Activity	$ 139,565	$ 133,504	$ 110,000	$ 110,000
820000	Transfer to Contract Patrol Activity	97,061	110,242	101,200	101,200
	Total Maintenance and Operations	236,626	243,746	211,200	211,200
	- Activity Total -	$ 236,626	$ 243,746	$ 211,200	$ 211,200

State Road Maintenance-RMRA (2402)
Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
820000	Transfer to General Fund	$ -	$ -	$ -	$ -
820050	Transfer to CIP	-	351,400	-	478,300
	Total Maintenance and Operations	-	351,400	-	478,300
	- Activity Total -	$ -	$ 351,400	$ -	$ 478,300

Supplemental Law Enforcement Services Fund (2203)

Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
820000	Transfer to Contract Patrol Activity	$ 100,000	$ 229,043	$ 100,000	$ 100,000
	Total Maintenance and Operations	100,000	229,043	100,000	100,000
	- Activity Total -	$ 100,000	$ 229,043	$ 100,000	$ 100,000

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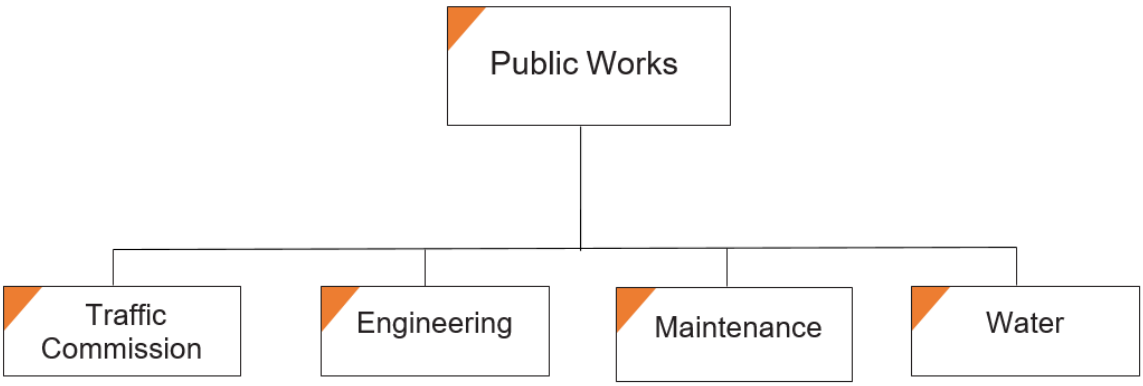
WATER UTILITY SERVICES

CITY OF SANTA FE SPRINGS

Organizational Chart and Position Listing
Fiscal Year 2024-25

WATER UTILITY SERVICES



Water Utility division is an Enterprise Fund not funded by the General Fund

Water Utility Position Listing

Positions	FY 2021-22	FY 2022-23	FY 2023-24	AMENDED FY 2023-24	ADOPTED FY 2024-25	Variance
Backflow & Cross Connection Specialist	-	-	1	1	1	
Utility Services Manager	1	1	1	1	1	
Water Meter Reader	2	2	2	2	2	
Water System Operator	2	2	2	2	2	
Water Utility Lead Worker	2	2	2	2	2	
Water Utility Section Supervisor	1	1	1	1	1	
Water Utility Worker	4	4	6	6	6	
Grand Total	**12**	**12**	**15**	**15**	**15**	
Part-Time Non- Beneffited Hours						
Total Number of Hours	1,664	1,664	1,664	1,664	1,664	

CITY OF SANTA FE SPRINGS

Department Narrative
Fiscal Year 2024-25

WATER UTLITY SERVICES

Mission Statement

We shall be part of the "City Team" to efficiently develop, construct, and maintain the City's infrastructure, parks, and facilities in a safe and environmentally sensitive manner for the enhancement of the residential and business communities. We shall be responsive to the changing needs of our City and create an atmosphere that allows all employees to be innovative, to have pride in their work, professional growth, high self-esteem, and to be committed to excellence.

Department Description

The Water Utility ensures the delivery of safe, reliable, and cost-effective water services to the community. This includes sourcing water from external suppliers to meet the community's demand; administration of the backflow and cross connection program to prevent the reverse flow of water from buildings back into the main water supply, ensuring potable water isn't contaminated by pollutants or hazardous substances; monitoring and improving the quality of water supplied to the public; ensuring compliance with health and safety standards; and maintaining the infrastructure that delivers water from production facilities to consumers, including pipes storage tanks and associated equipment. The Water Utility division also handles the metering, billing, and collection of payments for water usage, ensuring financial sustainability of the water utility services.

Summary of Notable Accomplishments During Fiscal Year 2023 – 2024

- Completed numerous service line replacements/upgrades in advance of City paving projects in an effort to preserve the integrity of City infrastructure.
- Worked cooperatively with various agencies to complete shutdowns and service replacements for the Rosecrans/Marquardt grade separation project.
- Began connecting water lines that had been previously abandoned in order to re-establish a loop system, improve the water quality, and eliminate dead ends.
- Began the required activities to comply with the State's latest revisions to the Lead and Copper Rule Revisions (LCRR).
- Began digitizing infrastructure asset information and data collection for priority programs such as leak repair, cross-connection detection, valve exercising, hydrant flushing, water loss, etc.
- Arranged various trainings for staff to encourage professional and administrative development and encouraged personal educational advancement and specialized certification.

Goals/Objectives for Upcoming Fiscal Year 2024 – 2025

- Continue to investigate and replace broken valves to increase system performance and reliability.
- Complete the Lead Service Line Inventory as required by the State mandated LCRR.
- Continue to locate and replace old/dysfunctional meters to improve system performance, billing accuracy and water efficiency.
- Implement new programs to finish the comprehensive inventory on all valves, hydrants, meters in the system.
- Continue to meet the increasing reporting and monitoring requirements mandated by the State on the City's Water System.
- Establish Valve Exercise Program to ensure ongoing maintenance and reliability of valves throughout the system.

Department Performance Measures

Performance Measure	Actual	Adopted	Projected
	FY 2022-23	FY 2023-24	FY 2024-25
Number of Service Connections (Water)	6,237	6,432	6,510

Water Utility
Sources and Uses of Funds

FY 2024-25 Adopted Budget

Activity Name	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25	Adopted FY 24-25 vs. Adopted FY 23-24 Variance $	Adopted FY 24-25 vs. Adopted FY 23-24 Variance %
Sources						
Estimated General Revenues	$ 15,809,351	$ 15,579,762	$ 16,966,100	$ 16,409,100	$ (557,000)	-3.3%
Uses						
Department Expenditures	12,904,058	14,518,449	16,850,800	19,349,150	2,498,350	14.8%
Capital Improvement Projects	3,094,300	904,500	-	-	-	NA
Total Uses	15,998,358	15,422,949	16,850,800	19,349,150	2,498,350	14.8%
Surplus / (Deficit)	$ (189,007)	$ 156,813	$ 115,300	$ (2,940,050)	$ (3,055,350)	**-2649.9%**

Water Utility

FY 2024-25 Adopted

Department Summary

Number	Activity Name	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
50104499	Administration	$ 1,129,854	$ 1,529,184	$ 1,434,300	$ 1,896,750
50442000	Water Purchases	6,962,310	6,472,442	8,142,600	8,682,950
50442500	Billing and Collection	1,037,715	1,422,364	1,501,200	2,391,100
50442501	Backflow	144,187	387,826	378,300	426,500
50443001	Distribution System Maintenance	1,245,899	1,757,490	1,809,000	2,712,500
50443002	Production Facilities Maintenance	707,650	1,069,411	1,192,000	1,404,650
50443500	Debt Service	522,635	523,568	496,100	496,000
820000	Interfund Transfers	1,153,809	1,356,164	1,897,300	1,338,700
Department Totals		$ 12,904,058	$ 14,518,449	$ 16,850,800	$ 19,349,150

Water Utility Administration (50104499)

Activity Detail

Object No.	Description	Actuals FY 2021-22	Actuals FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	$ 269,405	$ 303,536	$ 381,100	$ 426,000
510020	PT Salaries	1,701	-	5,800	10,500
510040	OT Pay	67	-	-	-
512010	GASB68 Pension Adjustment	(223,235)	13,254	-	-
512310	Applied Benefits	497,191	522,280	536,800	609,100
512320	PT Applied Benefits	310	-	1,700	1,900
	Total Salaries and Benefits	545,438	839,070	925,400	1,047,500
521000	Supplies	4,903	5,562	3,500	3,500
534000	Telephone	-	-	4,000	4,000
542010	Advertising	1,100	-	-	-
540030	Travel and Meetings	-	-	5,000	5,000
540010	Memberships	-	-	4,000	4,000
540020	Training	-	1,075	7,000	7,000
542050	Contractual Services	45,650	68,583	57,500	65,500
541040	Liability Insurance	68,833	82,515	77,500	77,500
544010	MWD Water Purchase	-	3,000	-	-
544020	Intergovernmental Charges	90,776	94,433	148,000	148,000
591000	Overhead	362,154	423,946	191,400	523,750
592000	Equipment Usage	11,000	11,000	11,000	11,000
	Total Maintenance and Operations	584,416	690,114	508,900	849,250
	- Activity Total -	$ 1,129,854	$ 1,529,184	$ 1,434,300	$ 1,896,750

Water Purchases (50442000)

Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	$ 16,151	$ 18,819	$ 27,000	$ 29,700
512010	GASB68 Pension Adjustment	(13,346)	617	-	-
512310	Applied Benefits	28,007	27,970	35,800	45,400
	Total Salaries and Benefits	30,812	47,406	62,800	75,100
544010	MWD Water Purchases	5,968,808	5,770,257	6,870,000	7,220,000
544015	Groundwater Purchases	942,258	630,741	1,200,000	1,350,000
591000	Overhead	20,132	23,738	9,500	37,550
592000	Equipment Usage	300	300	300	300
	Total Maintenance and Operations	6,931,498	6,425,036	8,079,800	8,607,850
	- Activity Total -	$ 6,962,310	$ 6,472,442	$ 8,142,600	$ 8,682,950

Billing and Collection (50442500)

Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	$ 202,808	$ 277,330	$ 329,400	$ 415,100
510020	PT Salaries	65,739	29,950	67,800	54,200
510040	OT Pay	2,160	2,393	7,000	10,000
510050	PT OT Pay	135	93	3,000	3,000
512010	GASB68 Pension Adjustment	(168,016)	12,858	-	-
512310	Applied Benefits	327,240	436,000	469,200	579,300
512320	PT Applied Benefits	7,854	4,790	11,900	11,800
	Total Salaries and Benefits	437,922	763,414	888,300	1,073,400
521000	Supplies	412	777	5,000	5,000
542050	Contractual Services	175,746	150,592	284,000	644,000
544020	Intergovernmental Charges	125,000	125,000	125,000	125,000
591000	Overhead	291,634	375,581	191,900	536,700
592000	Equipment Usage	7,000	7,000	7,000	7,000
	Total Maintenance and Operations	599,792	658,950	612,900	1,317,700
	- Activity Total -	$ 1,037,715	$ 1,422,364	$ 1,501,200	$ 2,391,100

Backflow (50442501)
Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	$ 37,658	$ 89,333	$ 118,000	$ 127,600
510020	PT Salaries	4,234	623	4,100	3,000
510040	OT Pay	242	1,016	2,000	10,000
510050	PT OT Pay	-	-	500	500
512010	GASB68 Pension Adjustment	(31,230)	3,853	-	-
512310	Applied Benefits	66,740	146,150	163,900	190,900
512320	PT Applied Benefits	513	153	1,300	1,000
	Total Salaries and Benefits	78,156	241,128	289,800	333,000
521000	Supplies	6,967	18,579	20,000	20,000
540020	Training	451	1,250	-	5,000
542050	Contractual Services	2,445	2,556	5,000	5,000
544020	Intergovernmental Charges	-	-	1,200	1,200
591000	Overhead	51,168	119,313	57,300	57,300
592000	Equipment Usage	5,000	5,000	5,000	5,000
	Total Maintenance and Operations	66,031	146,698	88,500	93,500
	- Activity Total -	$ 144,187	$ 387,826	$ 378,300	$ 426,500

Distribution System Maintenance (50443001)

Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	$ 251,871	$ 308,806	$ 454,100	$ 472,300
510020	PT Salaries	8,599	3,162	6,600	7,500
510040	OT Pay	23,633	51,145	35,500	45,500
510050	PT OT Pay	1,166	309	3,000	3,000
510060	Standby Pay	17,420	17,670	20,000	20,000
512010	GASB68 Pension Adjustment	(208,627)	14,465	-	-
512310	Applied Benefits	477,941	519,548	685,800	691,100
512320	PT Applied Benefits	792	796	2,300	2,600
	Total Salaries and Benefits	572,795	915,901	1,207,300	1,242,000
521000	Supplies	173,118	264,045	245,000	325,000
534000	Telephone	2,189	5,304	-	-
540010	Memberships	160	-	-	-
540020	Training	3,005	3,865	-	2,500
542050	Contractual Services	85,085	66,760	92,000	477,000
591000	Overhead	364,547	456,615	219,700	621,000
592000	Equipment Usage	45,000	45,000	45,000	45,000
	Total Maintenance and Operations	673,104	841,589	601,700	1,470,500
	- Activity Total -	$ 1,245,899	$ 1,757,490	$ 1,809,000	$ 2,712,500

Production Facilities Maintenance (50443002)

Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	$ 138,619	$ 200,058	$ 239,900	$ 248,500
510020	PT Salaries	9,497	316	-	-
510040	OT Pay	30,754	19,544	35,000	35,000
510050	PT OT Pay	239	-	200	200
512310	Applied Benefits	163,393	342,127	375,700	371,800
512320	PT Applied Benefits	757	(7)	-	-
	Total Salaries and Benefits	343,259	562,038	650,800	655,500
521000	Supplies	32,148	67,691	61,000	66,000
531000	Electricity	36,515	43,900	43,000	44,000
532000	Natural gas	18,355	23,330	20,000	24,000
533000	Water	7,352	5,905	8,000	8,000
534000	Telephone	5,369	5,645	6,000	6,000
540010	Memberships	-	-	-	-
540020	Training	-	-	-	4,500
542050	Contractual Services	26,038	54,931	241,500	242,000
544020	Intergovernmental Charges	-	458	1,900	1,900
591000	Overhead	213,614	280,513	134,800	327,750
592000	Equipment Usage	25,000	25,000	25,000	25,000
	Total Maintenance and Operations	364,391	507,373	541,200	749,150
	- Activity Total -	$ 707,650	$ 1,069,411	$ 1,192,000	$ 1,404,650

Debt Service (50443500)

Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
542050	Contractual Services	$ 8,866	$ 9,719	$ 10,000	$ 10,000
581000	Principal	205,000	210,000	215,000	220,000
582000	Interest	308,769	303,849	271,100	266,000
	Total Maintenance and Operations	522,635	523,568	496,100	496,000
	- Activity Total -	$ 522,635	$ 523,568	$ 496,100	$ 496,000

Interfund Transfers (820000)
Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
820000	Transfer to General Fund	$ 1,153,809	$ 1,356,164	$ 1,897,300	$ 1,338,700
	Total Maintenance and Operations	1,153,809	1,356,164	1,897,300	1,338,700
	- Activity Total -	$ 1,153,809	$ 1,356,164	$ 1,897,300	$ 1,338,700

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SUCCESSOR AGENCY

Department Narrative
Fiscal Year 2024-25

Successor Agency (Community Development)

Mission Statement

The Community Development Department is committed to fostering a vibrant, inclusive, and sustainable community through strategic planning, innovative programs, and collaborative partnerships. We are dedicated to enhancing the quality of life for all residents, businesses and visitors, by promoting economic growth, preserving cultural heritage, and ensuring a safe, well-designed, resilient and thriving community where everyone can live, work, and play.

Department Description

The state of California dissolved all redevelopment agencies across the state effective February 1, 2012. The City of Santa Fe Springs now acts as the Successor Agency to the former Community Development Commission (CDC) for the designated project area. In its role as Successor Agency, the City is now responsible for receiving former tax increment (property taxes) and repaying debt and to make payments for enforceable obligations as approved by the State Department of Finance through the Recognized Obligation Payment Schedule (ROPS). Ultimately, the goal of the Successor Agency is to wind down the affairs of the former CDC pursuant to AB 1X 26, AB 1484, and all subsequent dissolution laws.

Successor Agency
Sources and Uses of Funds
FY 2024-2025 Adopted Budget

Activity Name	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
Sources					
Redevelopment Property Tax Trust Funds	$ 9,703,348	$ 10,267,738	$ 15,333,900	$ 10,177,600	$ 9,886,000
Interest Income and Others	-	1,644	65,000	-	-
Total Sources	9,703,348	10,269,382	15,398,900	10,177,600	9,886,000
Uses					
Department Expenditures					
Administration	-	-	-	289,900	$ -
Redevelopment Obligation Retirement Fund - Consolidated	9,814,993	13,270,220	9,719,100	12,627,600	10,163,400
Total Uses	9,814,993	13,270,220	9,719,100	12,917,500	10,163,400
Surplus / (Deficit)	**$ (111,645)**	**$ (3,000,838)**	**$ 5,679,800**	**$ (2,739,900)**	**$ (277,400)**

Redevelopment Obligation Retirement Fund - Consolidated (80708070)

Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
521000	Supplies	$ 127	$ -	$ -	$ -
533000	Water	7,781	5,486	8,000	5,000
542050	Contractual Services	27,063	23,590	55,000	40,000
581000	Principal	7,808,399	7,830,197	6,359,500	4,998,800
582000	Interest	1,971,623	5,410,947	6,205,100	5,119,600
	Total Maintenance and Operations	9,814,993	13,270,220	12,627,600	10,163,400
	- Activity Total -	$ 9,814,993	$ 13,270,220	$ 12,627,600	$ 10,163,400

Successor Agency Administration - Consolidated (8080)

Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	$ 63,025	$ 65,124	$ 83,000	$ 127,900
512310	Applied Benefits	106,887	107,372	119,500	64,000
	Total Salaries and Benefits	169,912	172,496	202,500	191,900
540030	Travel and Meetings	-	-	1,500	5,000
542050	Contractual Services	5,000	13,050	19,700	33,000
541040	Liability Insurance	1,995	2,131	2,000	3,400
591000	Overhead	81,038	87,094	64,200	11,000
	Total Maintenance and Operations	88,033	102,275	87,400	52,400
	- Activity Total -	$ 257,945	$ 274,771	$ 289,900	$ 244,300

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HOUSING SUCCESSOR

Department Narrative
Fiscal Year 2024-25

Housing Successor (Community Development)

Mission Statement

The Community Development Department is committed to fostering a vibrant, inclusive, and sustainable community through strategic planning, innovative programs, and collaborative partnerships. We are dedicated to enhancing the quality of life for all residents, businesses and visitors, by promoting economic growth, preserving cultural heritage, and ensuring a safe, well-designed, resilient and thriving community where everyone can live, work, and play.

Department Description

The City, as Housing Successor to the former Santa Fe Springs Community Development Commission (CDC), maintains the assets of the former low-moderate income housing fund. Pursuant to California law, the unobligated cash balance of the fund was transferred to the Los Angeles County for distribution to taxing agencies. The remaining assets (e.g. real estate and loan receivables) are retained by the City. In the event that revenue becomes available to this fund, the City Council will take action regarding the use of such funds.

The outstanding housing bonds are budgeted and paid by the Success Agency from property taxes allocated to it pursuant to AB 1X 26, AB 1484, and all subsequent dissolution laws.

Housing Successor - Housing Assets Fund
Sources and Uses of Funds

FY 2024-25 Adopted Budget

Activity Name	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25	Adopted FY 24-25 vs. Adopted FY 23-24 Budget Variance $	%
Estimated Beginning Fund Balance	$ 12,173,950	$ 12,111,108	$ 11,899,860	$ 5,746,860	$ (6,153,000)	-51.7%
Sources						
Interest Income	129,565	-	100,000	100,000	-	0.0%
Ground Lease Income	21,000	-	-	-	-	0.0%
Total Sources	150,565	-	100,000	100,000	-	0.0%
Uses						
Department Expenditures						
Housing Administration	176,603	196,602	210,000	210,000	-	0.0%
Housing Acquisition and Rehab	36,804	14,646	43,000	18,000	(25,000)	-58.1%
Developer Grant			6,000,000	1,300,000	(4,700,000)	-78.3%
Land Contribution to Developers	-	-	-	-	-	0.0%
Total Uses	213,407	211,248	6,253,000	1,528,000	(4,725,000)	-75.6%
Surplus / (Deficit)	(62,842)	(211,248)	(6,153,000)	(1,428,000)	4,725,000	-76.8%
Estimated Ending Fund Balance	**$ 12,111,108**	**$ 11,899,860**	**$ 5,746,860**	**$ 4,318,860**	**$ (1,428,000)**	**-24.8%**

Housing Administration (23052501)

Activity Detail

Object No.	Description	Actuals FY 2021-22	Actuals FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
510010	Regular Salaries	$ 57,015	$ 50,844	$ 69,400	$ 73,800
512310	Applied Benefits	100,306	88,467	96,500	120,400
	Total Salaries and Benefits	157,321	139,311	165,900	194,200
542050	Contractual Services	19,282	57,291	25,000	10,000
591000	Overhead	-	-	19,100	5,800
	Total Maintenance and Operations	19,282	57,291	44,100	15,800
	- Activity Total -	$ 176,603	$ 196,602	$ 210,000	$ 210,000

Housing Acquisition and Rehab (23052502)

Activity Detail

Object No.	Description	Actual FY 2021-22	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25
521000	Supplies	$ -	$ -	$ 200	$ 200
531000	Electricity	-	-	700	700
532000	Natural Gas	-	-	100	100
533000	Water	-	-	2,000	2,000
542050	Contractual Services	36,804	14,646	40,000	15,000
	Total Maintenance and Operations	36,804	14,646	43,000	18,000
	- Activity Total -	$ 36,804	$ 14,646	$ 43,000	$ 18,000

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ITEM # 5

CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Nicholas Razo, Assistant City Manager

SUBJECT: **APPROVAL OF THE MEMORANDUM OF UNDERSTANDING (MOU)/AGREEMENTS BETWEEN THE CITY OF SANTA FE SPRINGS AND THE SANTA FE SPRINGS CITY EMPLOYEES' ASSOCIATION (SFSCEA), THE SANTA FE SPRINGS FIREFIGHTERS ASSOCIATION (SFSFFA), THE SANTA FE SPRINGS MANAGEMENT & CONFIDENTIAL ASSOCIATION (SFSMCA), AND THE SANTA FE SPRINGS EXECUTIVE MANAGEMENT ASSOCIATION (SFSEMA), EFFECTIVE JULY 1, 2024 – JUNE 30, 2027**

DATE: June 4, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1) Approve the MOU between the City of Santa Fe Springs and the Santa Fe Springs City Employees' Association (SFSCEA)

2) Approve the MOU between the City of Santa Fe Springs and the Santa Fe Springs Firefighters Association (SFSFFA)

3) Approve the MOU between the City of Santa Fe Springs and the Santa Fe Springs Management & Confidential Association (SFSMCA)

4) Approve the MOU between the City of Santa Fe Springs and the Santa Fe Springs Executive Management Association (SFSEMA)

FISCAL IMPACT

The total fiscal impact of the three-year contract including the Class and Compensation Study is as follows: Fiscal Year ("FY") 2024-25 is approximately $3,048,000 million. This amount has been included in the budget. Staff is projecting an additional $1,032,000 for

FY 2025-26 and; and additional $854,000 for FY 2026-27.

BACKGROUND

City staff recently engaged in negotiations with the City's four bargaining groups; as three of the four contracts are due to expire on June 30, 2024. After productive negotiations, City staff successfully reached an agreement with all four groups, including the SFSCEA whose contract was not due to expire until June 30, 2025. This agreement entails a new three-year term with all four bargaining groups, which will be effective July 1, 2024, through June 30, 2027. The members of each bargaining group have ratified the term of the contract. This contract will govern the working relationship between the City and the Associations for the upcoming years.

ANALYSIS

N/A

ENVIRONMENTAL

N/A

DISCUSSION

During the negotiation process, several key items were discussed and agreed upon by all parties. These items are essential components of the new contract and will shape the working conditions and terms for employees covered by the agreements. All parties agreed to the term of the contract; the implantation of the classification and compensation study; the medical insurance opt out and extension of the medical cap; and the addition of the following bilingual pay languages – Chines, Tagalog, Vietnamese and Korean. The following are additional key points that were addressed.

Santa Fe Springs City Employee's Association (SFSCEA)

- 4% COLA, effective the pay period that includes July 1, 2024; 2% COLA, effective the pay period that includes July 1, 2025; 2% COLA, effective the pay period that includes July 1, 2026;
- Increased longevity pay –
    - Full-time bargaining unit employees are entitled to the following longevity increments: 2% at 10 years of service (completion of 9 years), 2% at 15 years of service (completion of 14 years), 3% at 20 years of service (completion of 19 years), 2% at 25 years of service (completion of 24 years). Total cumulative rate of 9% at 25 years of service.
    - Effective the first pay period that includes July 1, 2024, all full-time bargaining unit employees with continuous service as a, full-time City of

Santa Fe Springs employee, plus any verifiable prior collective public service with another public agency as an active, full-time employee shall count toward years of longevity.
  - Longevity calculations for those hired prior to July 1, 2019, will include all full-time years of service plus all months of hourly/part-time service
  - Longevity calculations for those hired into a full-time position after July 1, 2019, will be based on continuous full-time years of service only.

<u>Santa Fe Springs Firefighters (SFSFFA)</u>

- 3% COLA, effective the pay period that includes July 1, 2024; 3% COLA, effective the pay period that includes July 1, 2025; 2% COLA, effective the pay period that includes July 1, 2026;
- Provide members promoted into a new classification with a minimum of a 6% salary adjustment at time of promotion.
- Adjust current paramedic salary stipend from $250 to $425
- Adjust current EMS program coordinator salary stipend from $200 to $300.
- Establish Urban Search and Rescue program coordinator stipend at $200 per month.
- Establish Hazardous Material program coordinator stipend at $200 per month.
- Unused sick leave – the city agreed to look into ways to maximize unused sick leave contributions, possibly through at 401(a) plan.

<u>Santa Fe Springs Management & Confidential Association (SFSMCA)</u>

- 3% COLA, effective the pay period that includes July 1, 2024; 3% COLA, effective the pay period that includes July 1, 2025; 2% COLA, effective the pay period that includes July 1, 2026.
- Increased longevity pay –
  - Full-time bargaining unit employees are entitled to the following longevity increments: 2% at 10 years of service (completion of 9 years), 2% at 15 years of service (completion of 14 years), 3% at 20 years of service (completion of 19 years), 2% at 25 years of service (completion of 24 years). Total cumulative rate of 9% at 25 years of service.
  - Effective the first pay period that includes July 1, 2024, all full-time bargaining unit employees with continuous service as a, full-time City of Santa Fe Springs employee, plus any verifiable prior collective public service with another public agency as an active, full-time employee shall count toward years of longevity.
  - Longevity calculations for those hired prior to July 1, 2019, will include all full-time years of service plus all months of hourly/part-time service
  - Longevity calculations for those hired into a full-time position after July 1, 2019, will be based on continuous full-time years of service only.
- Life Insurance to increase from $50,000 term to $75,000 term, per member.

- Unused sick leave – the city agreed to look into ways to maximize unused sick leave contributions, possibly through at 401(a) plan.

Santa Fe Springs Executive Management Association (SFSEMA)

- 3% COLA, effective the pay period that includes July 1, 2024; 3% COLA, effective the pay period that includes July 1, 2025; 2% COLA, effective the pay period that includes July 1, 2026.
- Increased longevity pay –
    - Full-time bargaining unit employees are entitled to the following longevity increments: 2% at 10 years of service (completion of 9 years), 2% at 15 years of service (completion of 14 years), 3% at 20 years of service (completion of 19 years), 2% at 25 years of service (completion of 24 years). Total cumulative rate of 9% at 25 years of service.
    - Effective the first pay period that includes July 1, 2024, all full-time bargaining unit employees with continuous service as a, full-time City of Santa Fe Springs employee, plus any verifiable prior collective public service with another public agency as an active, full-time employee shall count toward years of longevity.
- Executive Management employees shall receive a monthly technology stipend of one hundred and fifty ($150) dollars only if the employee does not accept a City provided cellular phone.
- Executive Management employees shall receive a monthly auto allowance of five hundred ($500) dollars in-lieu of a City-provided vehicle. The Fire Chief and Police Services will have the option of a City-provided vehicle or the monthly auto allowance of five hundred ($500) dollars, but not both.
- Executive Management employees that are removed from their position will receive severance pay from the City in a lump sum amount of six (6) months of the employee's base salary. Executive Management employees who are terminated with cause shall not be entitled to any severance.
- Life insurance to increase from $50,000 to $150,000
- City-paid comprehensive physical examination from Scripps Center for Executive Health.

SUMMARY/NEXT STEPS

Staff recommends that the City Council approve the four MOU's.

Upon approval, the MOU agreements will be implemented. The Human Resources Office will prepare any necessary paperwork for all salary increases.

ATTACHMENT(S):

A. MOU between the City of Santa Fe Springs and the SFSCEA
B. MOU between the City of Santa Fe Springs and the SFSFFA
C. MOU between the City of Santa Fe Springs and the SFSMCA
D. MOU between the City of Santa Fe Springs and the SFSEMA

ITEM STATUS:	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

Style Definition: TOC 2

Style Definition: TOC 1

MEMORANDUM OF UNDERSTANDING

between the

CITY OF SANTA FE SPRINGS

and the

SANTA FE SPRINGS EMPLOYEES ASSOCIATION

July 1, ~~2021~~ 2024 - June 30, ~~2024~~2027

DRAFT

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APPENDIX A

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, 2024~~1~~ and June 30, 2027~~4~~.

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

<u>New Employee Orientation</u>

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, 2024~~1~~, and the City of Santa Fe Springs, through its representatives, shall

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

Article III.
Work Period, Hours and Staffing

Section 1. Work Period

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

Section 2. Modified Duty

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

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

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

Article IV.
Wages and Compensation

Section 1. Pay Plan

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

Section 2. Wages

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

1. Effective the pay period that includes July 1, ~~2021~~2024, a four percent (4%) cost of living adjustment (COLA).
2. Effective the pay period that includes July 1, 202~~2~~ –5, a two percent (2%) cost of living adjustment (COLA)
~~2.~~3. Effective the pay period that includes July 1, 2026, a two percent (2%) cost of living adjustment (COLA)
   ~~a. a three percent (3%) cost of living adjustment (COLA).~~
   ~~b. a one percent (1%) additional cost of living adjustment (COLA), based on a contract amendment approved on June 21, 2022.~~
~~3. Effective the pay period that includes July 1, 2023, a three percent (3%) cost of living adjustment (COLA).~~

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

Section 3. Implementation of the Classification & Compensation Study

1. Effective the pay period that includes July 1, 2024, the new 10-step pay range from the compensation study will go into effect.

2. At that time, bargaining unit members will be placed on the step within the new 10 step pay range that is closest to, but not equal or lower than, their current rate of base pay.

3. Effective the pay period that includes July 1, 2024, and after bargaining unit employees have been placed upon their new step in the 10-step pay range, the entire pay range will increase by a 4% COLA and employees' base salaries will be adjusted accordingly.

4. Based on a satisfactory performance evaluation, bargaining unit employees will be eligible to advance to the next step within the 10-step pay range, on their anniversary/promotion date.

Merit Salary Adjustment:

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Upon recommendation of the Department Director that an employee's performance has been above average/satisfactory, 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 merit upon completion of 6 months service each in Steps 1 and in Step 2 and 1 year service each in Steps 3 through 10. ~~and 4. *(PPPM 2-2.1b)*~~

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Section ~~3~~4. Special Assignment Pay ~~–~~ Bilingual

Bilingual pay will~~may~~ be paid to employees ~~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 for Spanish, Chinese, Tagalog, Vietnamese, and Korean is granted at the level needed for the position and as designated:

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

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Section 5. Water Distribution and Treatment Pay

The City shall pay a specified amount listed in the table below for those employees in the Water Division that meet the following certification eligibility requirements.

1. Must be current full-time employee in the Water Division.
2. Certification pay is limited to certifications required for promotional purposes to the next hightest position.

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When an employee is promoted, the certification pay wll be removed for certifications

required of the new position.

State Water Resources Control Board, Water Distribution License, Grade 2	$150 per month
State Water Resources Control Board, Water Distribution License, Grade 3	$150 per month
State Water Resources Control Board, Water Distribution License, Grade 4	$150 per month
State Water Resources Control Board, Water Distribution License, Grade 5	$150 per month

State Water Resources Control Board, Water Treatment Operator License, Grade 2	$150 per month
State Water Resources Control Board, Water Treatment Operator License, Grade 3	$150 per month
State Water Resources Control Board, Water Treatment Operator License, Grade 4	$150 per month
State Water Resources Control Board, Water Treatment Operator License, Grade 5	$150 per month

Section 6. Playground Safety Inspector Pay

The City shall pay $100 per month to two (2) full-time designated Community Services Positions (Community Services Supervisor and Community Services Coordinator), who meet the certification eligibility requirements.

Section 7. Certified Arborist Pay

The City shall pay $150 per month to three (3) full-time positions designated in the Public Works Grounds Division, who meet the certification eligibility requirements.

Section 48. 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 59. Longevity Pay

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

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

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

1. Full-time bargaining unit employees are entitled to the following longevity increments:

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- 2% at 10 years of service (completion of 9 years),
- 2% at 15 years of service (completion of 14 years),
- 3% at 20 years of service (completion of 19 years),
- 2% at 25 years of service (completion of 24 years). Total cumulative rate of 9% at 25 years of service.

2. Effective the first pay period that includes July 1, 2024, all full-time bargaining unit employees with continuous service as a full-time City of Santa Fe Springs employee, plus any verifiable prior collective public service with another public agency as an active, full-time employee shall count toward years of longevity.

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

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

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Section ~~7~~10. 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~~11. 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~~12. Call Back Compensation

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

Section ~~10~~13. Deferred Compensation Program

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

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

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

Section ~~11~~14. Commercial Driver's License

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

Section 15 Backflow Tester Certification

Employees with the Los Angeles County Certified Backflow Tester Certification shall receive 5.5% of their regular pay per month. Employees shall immediately notify their

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supervisor if they have lost their certificaiotn for any reason. The Director of Public Works has the authority to designate the number of personnel to receive the certification pay.

Section ~~12~~156~~.~~ Cost of Living Data

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

Article V.
Retirement Benefits

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

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

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

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

(Government Code Section 20965).

10. Final Compensation - The average full-time monthly pay rate for the highest 12 consecutive month period (Government Code Section 20042). If service is coordinated with Social Security, member is subject to the $133.33 reduction in final compensation.
11. 2% Annual Cost of Living Allowance Increase (Government Code Section 21329).
12. Death Benefit (Retired) - Upon the death of a retiree, a one-time lump sum payment of $500 will be made to the retiree's survivor (Government Code Section 21620).
13. Prior Service Credit (Government Code Section 20055). Service credit payment by payroll deduction is pre-tax.

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

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

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

Section 3. For employees hired on or after January 1, 2013 and meeting the definition of "New Member" set forth in Government Code 7522.02(c), shall be *1,***eligible for the**

retirement plan pursuant to California Public Employees' Pension Reform Act of 2013 (PEPRA).

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

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

Section 4. Sick Leave Credit

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

Section 5. Hourly Benefited Employees

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

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

Article VI.
Health and Other Insurance Benefits

Section 1. Health Insurance

Full-Time Employees:

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

Medical Insurance Cap:

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Effective January 1, 2024~~1~~, the City's maximum contribution for medical insurance will be capped at $2,250.07~~1,650~~ per month.

- The medical cap for full-time employees will be adjusted~~Effective~~ January 1, 2025~~2~~; January 1, 2026~~3~~; January 1, 2027~~4~~ ~~only, the City's medical contribution cap will be adjusted, up or down,~~ to match the CalPERS-Kaiser (Region 3 rates for Los Angeles County). ~~family rate to reimburse Association represented employees and their eligible dependents for medical insurance premiums. The 2022 Kaiser family rate is $1,871.43 per month.~~

Hourly Benefited Employees:

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

The City's maximum contribution for medical insurance is capped at the USI-Kaiser Traditional HMO 2 party plan, effective, January 1, 20241, the rate is $1,416.821,254.68 per month;. Medical adjustments for future years for hourly benefitted employees will be based on agreed contract. effective January 1, 2022, the rate is $1,254.68.

Retiree Medical:

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

The City contribution to medical premiums for retirees, effective January 20241 is $2,250.071, 650.00 per month.

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

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

Medical Insurance Opt Out:

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

a. Employee must provide reasonable evidence that the employee and each member of the employee's expected tax family (i.e. individuals for whom the employee expects to claim a personal exemption deduction) has or will have the minimum essential coverage (other than coverage in the individual market, whether or not obtained through Covered California) during the period of coverage to which the opt-out arrangement applies;

b. Employee must provide proof of coverage by completing the Health Insurance Waiver Form.
c. Employee must provide proof of coverage every plan year, by completing a new Health Insurance Waiver Form to which the eligible opt-out arrangement applies; and
d. The opt-out payment cannot be made if the City knows or has reason to know that the employee or any other member of the employee's expected tax family does not have or will have the alternative minimum essential coverage.

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

~~FULL-TIME EMPLOYEES~~

~~COVERAGE TYPE~~	~~MONTHLY AMOUNT~~
~~Single Party~~	~~$214.61~~
~~Two Party~~	~~$429.22~~
~~Family~~	~~$557.98~~

~~HOURLY/BENEFITED EMPLOYEES~~

~~COVERAGE TYPE~~	~~MONTHLY AMOUNT~~
~~Single Party~~	~~$200.50~~
~~Two Party or more~~	~~$390.50~~

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- Full-time employees qualified to waive/opt-out of medical coverage shall receive 80% of the monthly CalPERS-Kaiser (LA region 3) rate, as follows. Based on eligibility. The amount will be paid to the employee as taxable earnings. The 80% medical opt-out will also be adjusted based on revised medical rates.

FULL-TIME EMPLOYEES		
COVERAGE TYPE	2024 MONTHLY RATE	80% OF MONTHLY RATE
SINGLE PARTY	$865.41	$692.328
TWO PARTY	$1,730.82	$1,384.656
FAMILY	$2,250.07	$1,800.056

- Hourly benefited employees qualified to waive/opt-out of medical coverage shall receive 80% of the 2024 monthly USI-Kaiser (traditional HMO) rate, as follows. Based on eligibility. ~~Add in m~~Medical adjustments

for future years for hourly benefited employees will be based on agreed contract.

HOURLY BENEFITED EMPLOYEES		
COVERAGE TYPE	2024 MONTHLY RATE	80% OF MONTHLY RATE
SINGLE PARTY	$708.41	$566.728
TWO PARTY	$1,416.82	$1,133.456
FAMILY	$2,004.80	$1,603.84

Section 2. Dental Insurance

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

Full-time Employees:

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

Hourly Benefited Employees:

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

Section 3. Vision Plan

The City has established a vision care plan for full-time employees, spouses, registered domestic partners and dependents up to the age of 26, consistent with the Affordable Care Act (ACA). There is a $20 deductible for eye examinations and no deductible for frames, lenses, contact lenses, or vision therapy. The employee reimbursement cap is $450 per fiscal year; the spouse, registered domestic partner and other dependents are capped at $400 per person per fiscal year. Employees and eligible dependents may choose laser surgery in lieu of receiving an annual reimbursement for four years. Employees are eligible for $1,400 reimbursement for laser surgery and eligible dependents are eligible for $1,200 reimbursement. If the employee retires or resigns during the four-year reimbursement period, the employee is responsible for reimbursing the City the prorated difference for him/herself and dependents. *(95-96, 97-98, 01-02, 05-07 MOU; PPPM 2-3.6)*

Section 4. Life Insurance

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

Section 5. Long Term Disability Insurance

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

Section 6. Physical Examination

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

Article VII.
Leave Benefits

Section 1. Bereavement Leave

Full-time and hourly benefited employees are entitled to a maximum absence of three days with pay for bereavement purposes in the event of death of a member of the immediate family. Leave for benefited houly employees shall be consistent with the employee's

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

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

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

Under FMLA, an eligible employee is entitled to a total of 12 work weeks of leave during any 12-month period in four situations: (1) for the employee's own serious health condition; (2) to care for a family member with a serious health condition; (3) for the birth or placement of a child for adoption or foster care; and (4) to address a "qualifying exigency" involving an employee's family member on active military duty status in support of a contingency operation.
In addition, an employee is entitled to up to 26 weeks of leave during a single 12-month period to care for a family member or "next of kin" service member who incurs a serious injury or illness while on active duty. The single 12-month period applicable to military caregiver leave can be different from the 12 month period applicable to other FMLA leave.

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

Section 3. Flexible Leave

General full-time employees will receive 36 hours of flex leave each fiscal year. As of June 30 of each year, all unused flexible leave up to a maximum of 24 hours shall be carried over to the next fiscal year. Benefited hourly employees will receive 12 hours per fiscal year with a not to exceed cap of 20 hours per fiscal year. *(Res. #5969, IX.4; 76-77, 81-82,*

83-84, 90-91, 97-98, 01-04, MOU and Addendum to 01-04 MOU, 07-08 MO; PPPM 6-5)

Section 4. Holidays

The following are observed City holidays:

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

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

Section 5. Bonus Day Holiday

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

Section 6. Jury Duty

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

Section 7. Leaves of Absence

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

Section 8. California Kin Care Leave

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

Section 9. Military Leave

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

Section 10. Sick Leave

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

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

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

Sick leave with pay for full-time general employees shall be accrued at the rate of 8 hours for each calendar month of service beginning with probationary appointment. Benefited

hourly employees shall accrue a total of 1 hour sick leave per pay period but only if the employee works a minimum of 20 hours within that pay period. If the benefited hourly employee works a minimum of 32 hours per week per pay period, they will accrue 2.77 hours of sick leave for that pay period. At the discretion of the Department Head, full-time employees only may request an advance of up to five days of sick leave. *(PPPM 6-3.1, 6-3.2, 6-3.4, and 6-3.6)*

Section 11. Vacation

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

Years of Service	Days per Year	Hours per Year	Hours per Month
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:

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

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

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

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

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

Vacation Maximum Accrual

General employees may accumulate 320~~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)*

Commented [DF7]: Side letter - Approved 11/21/23

~~Reserve Vacation Bank~~

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

~~Thereafter, the Reserve Vacation Bank will be eliminated.~~

Vacation Cash-Out

Commented [DF8]: Side Letter - Vacation cash-out. Approved 11/21/23

An employee may cash-out vacation leave hours once per fiscal year, at straight time rates, up to a maximimum of 100~~12~~ hours. An employee must retain a minimum balance of 40 hours in their vacation bank at the time of the cash-out. ~~per member and any hours above the 240 hour cap.~~ The cash-out must be designated in writing by December of the prior calendar year and is irrevocable after being designated.

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Section 12. Critical Family Leave

At the sole discretion of the City Manager, authorization for whatever amount of paid leave that may be necessary for full-time and benefited hourly employees to care for a child or

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

Section 13. Voluntary Vacation and Flexible Leave Time Donation

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

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

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

Section 14. Family School Leave

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

Article VIII.

Additional Benefits

Section 1. Tuition Reimbursement

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

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

Section 2. Uniforms

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

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

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

Section 3. Employee Personal Computer Purchase Plan

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

Section 4. Section 125 Program

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

Section 5. Employee Assistance Program

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

Article IX.
Appointments, Promotions, and Temporary Assignments

Section 1. Original and Promotional Appointments

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

Section 2. Appointment – Probationary Status

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

Section 3. Temporary Appointments

When vacancies occur that appear to be of a temporary duration but are not emergencies,

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

Section 4. Veteran's Preference

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

Section 5. Eligibility Lists – Certification

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

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

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

Article X.
Employment Policies

Section 1. Alcohol and Drugs

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

- Not report to work, or be subject to City duty, while under the influence of unlawful drugs, controlled substances or alcohol
- Not possess or ingest alcohol or impairing drugs, including illegal drugs and prescription drugs without prescription, during work hours or while subject to duty, on breaks, during meal periods or at anytime while on City property

- Not directly or through a third party sell or provide drugs or alcohol to any person, including any employee, while either or both employees are on duty or subject to being called to duty
- Not use City property or premises to manufacture, sell or distribute alcohol, unlawful drugs or controlled substances during work and non-work hours
- Notify their supervisors before beginning work when they are taking legally prescribed medication which could foreseeably interfere with the safe and effective performance of their duties or the operation of City equipment

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

Section 2. Computer Usage

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

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

Section 3. Harassment, Discrimination and Retaliation

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

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

Each employee is personally liable under the Fair Employment and Housing Act (FEHA) for unlawful harassment 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 DMV Employer Pull Notice Program. Enrollment in the Pull Notice Program will enable the City to learn of any citations or changes in the employee's driver's license which may impact their ability to drive as part of their work duties. Driver's License will be checked once a year for all other employees by the Human Resources Office. If a position requires a Commercial driver's license, the employee is responsible for obtaining the license. If an employee in another classification is requested by the City to obtain a commercial license, the City will reimburse the employee for the cost of the license. Employees driving City vehicles without a valid California Driver's License are subject to serious disciplinary action. If an employee's driver's license status changes in any way, the employee must immediately advise their supervisor and the Human Resources Office.

(PPPM 8-6.3a)

Section 15. Use of Personal Vehicles

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

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

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

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

Section 16. Bids for City Jobs

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

Section 17. Political Activities of Employees

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

Article XI.
Layoff and Reductions in Force

Section 1. Layoff and Reductions in Force

Whenever it becomes necessary for one or more employees to be laid off because of lack of work or financial reasons, all non-regular employees in the affected classification shall

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

Section 2. Seniority and Bumping Rights

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

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

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

Section 3. Layoffs – Call-backs

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

Section 4. Lay-off Procedures

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

Article XII.
Appeal and Grievance Rights and Procedures

Section 1. Appeal Process

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

Section 2. Grievance Procedure

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

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

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

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

Upon receipt of the request from the employee, the Personnel Advisory Board shall conduct hearing(s) as it deems necessary to determine the pertinent facts related to the alleged violation of Personnel Resolution No. 5969, Personnel Policies and Procedures or personnel rules. The employee(s) and management representative(s) shall have the right to appear before the Board and to have counsel present. If either party appears before the Board, both shall be present. Within 10 calendar days of the conclusion of the Board's

hearing(s), it shall certify its findings and submit them to the City Manager for consideration. Any action thereafter taken by the City Manager affirming or modifying his earlier decision shall be final. *(Res. #5969, XII.2; PPPM 11-1, 11-2)*

Article XIII.
Other Legal Clauses

Section 1. Non-discrimination

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

Section 2. Severability

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

Section 3. Strikes, Work Stoppages and Slowdowns

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

Section 4. Applicability of Memorandum of Understanding

It is the intent of the parties hereto that the provisions of this MOU shall supersede all prior agreements in prior Memoranda of Understanding or other understandings, oral or written, express or implied, between the parties. This MOU shall govern the entire relationship of the parties and shall be the sole source between all rights which may be asserted hereunder. This MOU is intended to set forth the full statement of wages, hours and other terms and conditions of employment for employees represented by the Association during the term of this MOU. The City's personnel rules, policies and procedures are included in full in City Personnel Resolution No. 5969 and the City Personnel Policy and Procedures Manual (PPPM) and incorporated into the MOU by reference. If a provision in City Resolution

No. 5969 or PPPM contradicts the MOU, the MOU governs. The parties agree that during the term of this MOU they shall not seek to negotiate or bargain concerning wages, hours, or other terms and conditions of employment, regardless of whether covered by this MOU or in the negotiations leading thereto irrespective of whether such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this MOU. Regardless of the waiver contained in this paragraph, the parties may, by mutual agreement, and in writing, agree to meet and confer by any matter during the term of this MOU.

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

Section 5. Parity

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

Section 6. Ratification and Execution

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

City of Santa Fe Springs	**Santa Fe Springs Employees Association**
_____	_____
Jay Sarno, Mayor	Richard C. Brown, President
_____	_____
Date	Date

APPENDIX A

JOB TITLES	
Account Clerk	Mechanic I
Administrative Assistant	Mechanic II
Assistant Civil Engineer	Media and Communication Specialist
Assistant Planner	Public Safety Officer Supervisor
Associate Civil Engineer	Public Safety Program Coordinator
Associate Planner	Public Works Inspector
Building Permit Technician	Public Works Maintenance Worker
Civil Engineering Assistant	Senior Account Clerk
Civil Engineering Technician	Senior Building Permit Technician
Code Enforcement Supervisor	Senior Bus Driver
Community Services Program Coordinator I	Senior Facilities Maintenance Specialist
Community Services Programs Coordinator II	Senior Management Analyst
Community Services Supervisor	Senior Planner
Electrician	Senior Public Safety Officer
Electrician Assistant	Senior Public Works Maintenance Worker
Executive Assistant	Senior Social Services Case Manager
Facilities Maintenance Specialist	Senior Water Utility Worker
Facilities Maintenance Supervisor	Social Services Case Manager
Fire Equipment Mechanic	Streets Maintenance Supervisor
Fleet Maintenance Supervisor	Systems Analyst
Grants Analyst	Traffic Engineer
Grounds Maintenance Supervisor	Traffic Signal and Lighting Supervisor
Human Resources Technician	Traffic Signal and Lighting Technician I
Information Technology Specialist	Traffic Signal and Lighting Technician II
Lead Account Clerk	Traffic Signal and Ligthing Assistant
Lead Bus Driver	Transportation Supervisor
Lead Facilities Maintenance Specialist	Warehouse and Purchasing Specialist
Lead Public Safety Officer	Water Meter Reader
Lead Water Utility Worker	Water Quality & Backflow Cross Connection Specialist
Librarian I	Water Systems Operator
Librarian II	Water Utility Supervisor
Librarian II Technical Services	Water Utility Worker
Librarian III	Youth Intervention Case Worker
Management Analyst	Youth Intervention Program Supervisor
Mechanic Assistant	

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MEMORANDUM OF UNDERSTANDING

between the

CITY OF SANTA FE SPRINGS

and the

SANTA FE SPRINGS FIREFIGHTERS ASSOCIATION, Inc.
AFL-CIO Local 3507

July 1, ~~2021~~2024– June 30, ~~2024~~2027

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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, 2024~~1~~ through June 30, 2027~~4~~, and for the duration of any agreed upon extension.

Section 2. Recognition

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

Section 3. Release Time

During periods of formal labor negotiations between the Association and City, Association negotiation team members who are on-duty shall be taken out of a response mode to the extent possible. Association Board members will be granted reasonable time-off without loss of pay but for not more than two consecutive 24-hour shifts at any one time, and limited to not more than five Board members at any one time, to attend but not exclusively limited to legislative and employer-employee relations conferences. Approval by the Fire Chief and City Manager for release time requests of this nature beyond two meetings per year is needed. The Association will use its best-faith efforts to keep the frequency and number of members attending to a reasonable level. The Association will always work with department management to ensure that the release time requested is properly scheduled to avoid undue hardship to the operations of the department. All expenses associated with such release time will be borne by the Association unless otherwise permitted by the City. *(PPPM 6-1.3, 05-06 MOU)*

Section 4. Labor Relations Committee

A Labor Relations Committee composed of two City representatives, two Association representatives and the Fire Chief or their designee may meet at a mutually agreed upon frequency to discuss workplace issues regarding wages, hours and working conditions, or special projects related to those areas. When beneficial, the committee may consult with outside individuals with specific knowledge on the topic of discussion. (PPPM 7-9.)

Section 5. Bulletin Board Space

The Association will be permitted to maintain at each station and in an area accessible for all represented employees adequate bulletin board space suitable for the display of Association business.

Section 6. Employee Orientation/Employee Information

Pursuant to Government Code §3358 and in compliance therewith, the City will notify the Association's President in writing or via email regarding all new hires at least ten (10) days prior to the employee's orientation unless there is an urgent need that was not reasonably foreseeable. Within the earlier of thirty (30) days after the date of hire or by the first pay period of the month following the hire of each newly hired employee, the City will provide the Association President with the new employee's name, job title, department, work location, work email, and work phone numbers. No other information from the City is being requested by the Association even though the Association may be entitled to such additional information under law. The Association reserves the right to request more frequent represented employee information as required.

The new hire will receive a copy of the MOU with his/her new employee orientation packet. The Association shall be permitted one (1) hour for each orientation session to privately talk to new bargaining unit members to explain the rights and benefits under the MOU.

The City will provide the Association President a quarterly list of all employees in the represented bargaining unit, including the employee's name, job title, department, work location, work email, and work phone number.

Section 7. Association Dues Deduction

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

pay period in accordance with City procedures and provisions of applicable law from the salary of each employee whose name is provided by the Association.

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

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

Article II.
Management Rights

Section 1. General Provision

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

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

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

Section 2. Disciplinary Action and Employment Separations

An employee may be suspended, demoted, or dismissed whenever the employee's work or conduct

so warrants. Any such action shall be in accordance with the procedures as set forth in the Personnel Resolution. Whenever employee performance falls below the required level or when an employee's conduct falls under one of the causes for action listed in the Personnel Resolution, the supervisor shall inform the employee promptly and specifically of such lapses. If appropriate and justified, following a discussion of the matter, a reasonable time for improvement or correction may be allowed before any further disciplinary action is initiated. In situations where oral warning has not resulted in the correction of the condition or where more severe initial action is warranted, a written reprimand shall be sent to the employee and a copy placed in the employee's personnel file. When other forms of disciplinary action have proved ineffective, or where the seriousness of the offense or condition warrants, the Fire Chief may reduce pay, transfer, demote or dismiss the employee for any cause listed in the Personnel Resolution No. 5969. *(Res. #5969, XI.1; PPPM 5-13.1, PPPM 11-3.1)*

Suspensions - In those cases where one or more written reprimands have not proven to be effective, or in those cases where the seriousness of the events or conditions warrant it, an employee not on a 24 hour shift schedule may be suspended without pay by the Fire Chief for each offense for any cause listed in the Personnel Resolution. A safety employee on a 24 hour shift schedule may be suspended without pay by the Fire Chief for each offense for any cause listed in the Personnel Resolution. *(Res. #5969, XI.1; PPPM 5-13.1, PPPM 11-3.1)*

Section 3. Re-Opener

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

Section 4. Waiver

Except as provided herein, the Association hereby expressly waives any right to request any improvements or changes in salaries, benefits or other terms and conditions of employment for the employees represented by the Association which would take effect prior to July 1, 2020, and the City of Santa Fe Springs, through its representatives, shall not be required to meet and confer as to any such request.

Article III.
Work Period, Hours and Staffing

Section 1. Work Period - 24 Hour Shift Schedule

The work period for Firefighters, Engineers and Captains on a 24 hour shift schedule shall be 24 consecutive 24 hour days commencing at 7:31 a.m. on the first day and ending at 7:30 a.m. on the 24th day. Safety employees not on a 24 hour shift schedule will work a seven day work cycle, commencing on Monday at 12:01 a.m. and ending the following Sunday at midnight. *(Res. # 5969, IX.1; 87-88, 88-89, 92-93, 01-02 MOU; PPPM 6-1.1)*

Section 2. Work Period - Not on 24 Hour Shift Schedule

The traditional work period is a seven day work cycle beginning on Monday at 12:01 a.m. and ending on the following Sunday at midnight. Upon the authorization of the Fire Chief, employees may work a traditional 5/40, 4/10 or 9/80 work period. For employees working the alternative work schedule known as the 9/80, each such employee's work week shall begin and end four hours into the eight hour work day which the employee works in alternating weeks. Regularly scheduled hours within the 7 day work period shall be comprised of 40 hours. *(Res. # 5969, IX.1 and IX.2; 87-88, 88-89, 92-93, 04-05 MOU; PPPM 6-1.1)*

Section 3. Work Schedule – Suppression Employees

The work schedule for fire suppression employees will be a 48/96 work schedule whereby each employee will work two consecutive 24 hour shifts, or 48 straight hours, followed by four consecutive 24 hour days, or 96 hours, off from work. No employee shall work more than 120 consecutive hours without consent from the Fire Chief. Strike team deployment is exempt from this provision. Any employee who works 120 consecutive hours shall be required to take off at least 24 consecutive hours before being allowed to return to work. The Fire Chief and/or Assistant Fire Chief~~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~~ Firefighters Association agree that each classification represented by this Agreement shall receive the following Cost of Living Adjustments (COLA), with the pay schedule referenced in Appendix A.

1. Effective the pay period that includes July 1, ~~2021~~2024, a ~~four~~ three percent (3%) cost of living adjustment (COLA).
2. Effective the pay period that includes July 1, 2025, a three percent (3%) cost of living adjustment (COLA).
~~1.~~3. Effective the pay period that includes July 1, 2026, a two percent (2%) cost of living adjustment (COLA).
2. ~~Effective the pay period that includes July 1, 2022~~
   - ~~a three percent (3%) cost of living adjustment (COLA).~~
   - ~~a one percent (1%) additional cost of living adjustment (COLA), based on a contract amendment approved on June 21, 2022.~~
5. ~~Effective the pay period that includes July 1, 2023, a three percent (3%) cost of living adjustment (COLA).~~

Section 3. Implementation of the Classification & Compensation Study

1. Effective the pay period that includes July 1, 2024, the new 10-step pay range from the compensation study will go into effect.

2. At that time, bargaining unit members will be placed on the step within the new 10 step pay range that is closest to, but not equal or lower than, their current rate of base pay.

3. Effective the pay period that includes July 1, 2024, and after bargaining unit employees have been placed upon their new step in the 10-step pay range, the entire pay range will increase by a 3% COLA and employees' base salaries will be adjusted accordingly.

4. Based on a satisfactory performance evaluation, bargaining unit employees will be eligible to advance to the next step within the 10-step pay range, on their anniversary/promotion date.

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Merit Salary Adjustment: Upon certification by the Fire Chief that the employee's performance has been satisfactory or above, an employee receiving less than the maximum rate of base pay within the assigned range for the above classifications may be given a merit salary adjustment upon approval by the City Manager. A full time employee is eligible for this merit~~adjustment~~ upon completion of 6 months services each in Steps 1~~A~~ and in Step 2~~B~~ and 1 year service each in Steps 3~~C~~ through 10~~and~~ 4 ~~D~~.

Upon recommendation of the Fire Chief, the City Manager may appoint probationary Firefighters above Step 1~~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 4~~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 or Battalion Chief and maintain their Los Angeles County Paramedic Certifications shall receive paramedic pay as a monthly stipend of $425~~250~~ per month. 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)

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Firefighter who has acquired a valid Paramedic license at his own time and expense, may be appointed as a Firefighter Paramedic Trainee at the sole discretion of the City.

Section 5~~4~~. Educational Pay

Fire Safety Unit & Chief Officer's Unit (Non-Environmental)
Employees will be eligible for all educational pay at time of hire with the Fire Chief's recommendation. All classes required for the California State Fire Marshal's Chief Fire Officer

Curriculum must be submitted to the Fire Chief for approval.

A. Employees who have received an Environmental Certificate or Bachelor's Degree from an accredited university, or completion of Chief Fire Officer coursework, shall receive an additional 3.01% of base pay.
B. Employees who have met any two (2) of the following three criteria shall receive an additional 3.10 of base pay on top of the 3.01% above:
    a. Environmental Certificate from an accredited university
    b. Bachelor's Degree from an accredited university
    c. Completion of Chief Fire Officer coursework

Chief Officer's Unit
Employees will be eligible for Master's educational pay at time of hire with the Fire Chief's recommendation.

A. Master's Degree Incentive: Employees in the Fire Management Unit who have a Master's Degree from an accredited university, shall receive a 5% incentive. This incentive is a stand-alone benefit and replaces the Bachelor Degree incentive.

Section 6~~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 7. Special Assignment Pay – Urban Search and Rescue Program Coordinator Stipend

The Fire Chief may assign one suppression staff member as Urban Search and Rescue Program Coordinator with a stipend of $200 per month.

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Section 8~~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 9. Special Assignment Pay – Hazardous Materials Program Coordinator Stipend

The Fire Chief may assign one suppression staff member as Hazardous Material Program

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Coordinator with a stipend of $200 per month.

Section 107. 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:~~

Bilingual pay will be paid to employees 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 for Spanish, Chinese, Tagalog, Vietnamese and Korean is granted at the level needed for the position and as designated:

		Full-Time	Tests
Level 1	ability to speak and understand basic language	$100/month	Oral test every 2 years
Level 2	ability to speak and understand language fluently	$175/month	Oral test every 4 years
Level 3	ability to speak, understand, read, write and translate language fluently	$250/month	Oral and written test every 4 years

~~1. BILINGUAL PAY – ADDITIONAL LANGUAGES~~

~~• Bilingual pay will be paid for the following additional languages – Chinese, Tagalog, Vietnamese and Korean.~~

		~~Test~~
~~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 118. 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

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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 129. 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 130. 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 $300200 per month. *(04-05 MOU)*

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Section 141. 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 152. 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 163. 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 17~~4~~. 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 18~~5~~. Longevity Pay

Association represented employees hired into a full-time position, are entitled to the following longevity increments. Longevity calculations are based on Unit Representation and Education Incentive pay for Fire Safety Unit and Chief Officer's Unit only.

Longevity Steps	Environmental Unit; Fire Safety Unit (without Education Incentive)	Fire Safety Unit; Chief Officer's Unit with Education Incentive Pay (Category A. 3.01).	Fire Safety Unit with Education Incentive Pay B; Chief Officer's Unit with Education Incentive Pay (Category B. 3.10%)
Step 1 @ 5 years	3.00%	3.09%	3.18%
Step 2 @ 8 years	6.00%	6.18%	6.37%
Step 3 @ 12 years	9.18%	9.46%	9.74%
Step 4 @ 16 years	12.36%	12.73%	13.11%
Step 5 @ 19 years	15.73%	16.20%	16.69%
Step 6 @ 22 years	19.10%	19.67%	20.26%
Step 7 @ 25 years	22.67%	23.35%	24.05%

Section 19~~6~~. 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 20~~17~~. Standby Compensation

Environmental Unit employees required to be available on Standby for emergency service on any day that is a regularly scheduled day off for that employee (not because of any leave other than Holiday leave) will be paid $70.00 for each day they are required to be on standby. Employee must be available for immediate response to a telephone call or a page and must report to the incident within one (1) hour. Employees who are on standby and who are called back to duty shall receive standby pay and call back pay. *(80-81, 99-00, 05-07 MOU, PPPM 2-2.10a)*

Section 21~~18~~. Overtime Compensation

When necessary to perform essential work, the Fire Chief may require safety employees to work at

any time other than during their regular working hours until such work is accomplished. Payment of overtime shall be paid at a rate of one and one half (1 1/2) the rate of pay in accordance with the Fair Labor Standards Act and shall apply to the positions of Captain, Fire Engineer, Firefighter/Paramedic and Firefighter. The maximum number of hours worked per work period paid at the regular rate shall be 182 hours. Sick leave shall be deducted from all hours worked in excess of 182 before overtime is paid for those hours. An employee may, with Department Head approval, take time off in lieu of overtime pay if it is taken in the same work period the overtime is earned. For example, if an employee works 12 hours overtime in any 24 day cycle, the employee may take 12 hours off before the end of the 24 day cycle. *(77-80, 80-81, 81-82, 82-83, 87-88 MOU, PPPM 2-2.9b)*

The Fire Chief and Fire Battalion Chiefs are considered exempt from the overtime provisions of the Fair Labor Standards Act. Only Battalion Chiefs who perform overtime while on duty in a suppression capacity are eligible to receive overtime compensation, which will be paid at straight time. Overtime will not be paid for any time worked by a Battalion Chief in excess of his normal schedule to attend meetings, training or travel time. (PPPM 2-2.9c). The Fire Chief is not eligible for overtime.

The parties agree to reopen the MOU during the term in order to address wage and special compensation CalPERS reporting issues which should be corrected in accordance with recommendations received from CalPERS. The corrections needed concern the reporting of base pay in the approved salary schedule separately from FLSA special compensation as part of the base for calculating other percentage-based incentives.

Section 22~~19~~. Time Exchanges

In compliance with the Fair Labor Standards Act (FLSA), the trading of work time between employees shall be permitted under the following conditions:

- Traded time worked shall not be counted as additional hours worked per each 28 day work period.
- Traded time is done voluntarily by the participating safety employees.
- Traded time may be for any shift of an employee's regular work schedule.
- Traded time must be traded back within 12 months of its occurrence.
- Traded time must be approved by a superior officer as provided in the Fire Department's Rules and Regulations.
- Any additional procedures as set forth in the Fire Department's Rules and Regulations. *(PPPM 6-11)*

Section 23~~20~~. Call Back Compensation

Employees called back to work shall receive a minimum of four (4) hours pay. If a second call back of the same employee occurs within the four (4) hours of the first call back, additional call back pay is not allowed. If the second call back occurs after four hours have elapsed since the first call back, it shall be treated as a new incident and the employee shall receive a minimum of four (4) hours pay. After three (3) hours of call back, all hours, including the first three (3) hours, will be paid at time

and one-half (1 ½). Scheduled work, even though not during normal working hours, shall not qualify for call back pay. *(PPPM 2-2.11)*

Section 2421. Deferred Compensation Program

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

The City agrees to match employee contributions into their deferred compensation plan (for a maximum of 3%). The match will be at a rate of 1:1. To receive the City's maximum 3% match, the employee must contribute 3%. Employee contributions less than 3% are matched by the City at a proportional 1:1 ratio. *(81-82, 86-87, 88-89, 91-92, 94-95, 05-06 MOU, PPPM 2-5.1)*

Section 252. Cost of Living Data

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

Article V.
Retirement Benefits

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

Section 1. For Fire Safety, Environmental and Chief Officer's Unit employees hired prior to November 19, 2012 (Classic Members/Tier 1), the City shall provide the CalPERS 3% @ age 50 retirement formula.

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

1. Retirement Benefit Formula – 3% @ age 50 Formula for Local Safety Member (Government Code Section 21362.2).
2. To be eligible for service retirement, you must be at least age 50 and have a minimum of five years of CalPERS – credited service.
3. Employee Cost Share – The employee's nine percent (9%) portion of the retirement cost is paid fully by the City as "Employer Paid Member Contribution" (EPMC).
4. Employee Contribution – Full-Time employees contribute nine (9%) of their salary (cost share) on a pre-tax basis to offset the City's cost in providing enhanced retirement benefits (Government Code Section 20516(f)). If there are any changes that legally require the cost sharing to terminate, any percentage of cost sharing shall be applied towards the Employer

Paid Member Contribution (EPMC).

5. Pre-Retirement Death Benefit Option 2W - Eligible spouse or registered domestic partner will receive a monthly allowance equal to the amount the member would have received if member had retired under a service retirement on the date of member's death and elected Option 2W. The benefit is payable to eligible spouse or domestic partner until death. Upon the death of your spouse or domestic partner the benefit will continue to your natural or adopted unmarried children under age 18 who have never been married (Government Code 21548).
6. Pre-Retirement Death Benefits to continue after marriage of survivor (Government Code Section 21551).
7. 1959 Survivor Benefit Level 4 – provides a monthly benefit for eligible survivor(s) who are not covered by social security (Government Code Section 21574).
8. Death Benefit (Retired) – Upon the death of a retiree, a one-time lump sum payment of $500 will be made to the retiree's survivor (Government Code Section 21620).
9. Post Retirement Survivor Allowance (Government Code Section 21624/21626).
10. Post Retirement Survivor Allowance to continue after remarriage (Government Code Section (21635).
11. Additional Service Credit of 2 years for Local Member (Government Code Section 20903).
12. Military Service Credit as a Public Service (Government Code Section 21024).
13. Military/Relocation Credit – Public Service Credit for Peace Corps, AmeriCorps VISTA, or AmeriCorps Service (Government Code Section 21023.5).
14. Military Service Credit for Retired Persons (Government Code Section 21027).
15. Unused Sick Leave Credit – Unused sick leave will be converted to service credit at the rate of .004 year of service for each day of sick leave, provided there are less than 120 days between the member's separation date and retirement date (Government Code Section 20965).
16. Final Compensation – The average full-time monthly pay rate for the highest 12 consecutive month period (Government Code Section 20042). If service is coordinated with Social Security, member is subject to the $133.33 reduction in final compensation.
17. 2% Annual Cost of Living Allowance Increase (Government Code Section 21329).
18. Prior Service Credit (Government Code Section 20055). Service credit payment by payroll deduction is pre-tax.
19. Public Service Credit for Periods of Layoff (Government Code Section 21022).

Section 2. <u>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.</u>

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. <u>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).</u>

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. <u>For Environmental Unit employees hired on or after July 1, 2020 with active CalPERS membership established prior to January 1, 2013, the City shall provide CalPERS Second Level Miscellaneous 2% @ age 55 retirement formula</u>.

1. Retirement Benefit Formula - 2% @ age 55 Formula for Local Miscellaneous Members (Government Code Section 21354.5).
2. Employee Cost Sharing – Employees Sharing Additional Cost (Government Code 21354.5)
3. 2% Annual Cost-of-Living Allowance Increase (Government Code 21329)
4. Additional Service Credit 2 Years – Local Member (Government Code 20903)
5. Final Compensation 1 Year (Government Code 20042)
6. Military Service Credit as Public Service (Government Code 21024)

7. Prior Service (Government Code 20055)
8. Unused Sick Leave Credit – Local Member (Government Code 20965)
9. Pre-Retirement Death Benefits to Continue After Remarriage of Survivor (Government Code 21551)
10. $500 Retired Death Benefit (Government Code 21620)
11. 1959 Survivor Benefit Level 4 (Government Code 21574)

Section 5. For Environmental Unit employees hired on or after July 1, 2020, and meet the CalPERS definition of "New Member" set forth in Government Code 7522.02©, shall be eligible for the retirement plan pursuant to California Public Employees' Reform Act of 2013 (PEPRA).

The City shall provide CalPERS New Members Miscellaneous PEPRA, including:

1. Retirement Benefit Formula – 2% @ age 62 Formula for Miscellaneous/Industrial Member (Government Code Section 7522.20.
2. 2% Annual Cost-of-Living Allowance Increase (Government Code 21329)
3. Additional Service Credit 2 Years – Local Member (Government Code 20903)
4. Final Compensation 3 Years (Government Code 20037)
5. Military Service Credit as Public Service (Government Code 21024)
6. Prior Service (Government Code 20055)
7. Unused Sick Leave Credit – Local Member (Government Code 20965)
8. Pre-Retirement Death Benefits to Continue After Remarriage of Survivor (Government Code 21551)
9. $500 Retired Death Benefit (Government Code 21620)
10. 1959 Survivor Benefit Level 4 (Government Code 21574)

Section 6. Sick Leave Cash Out and Sick Leave Credit

Employees not on a 24 hour shift schedule shall be compensated annually in November for one-half of their accumulated sick leave in excess of 960 hours. Safety employees on a shift schedule shall be compensated annually in November for one-half of their accumulated sick leave in excess of 1,440 hours. The remaining excess leave shall be accumulated in an individual retirement credit account. The balance in the account, along with other accumulated sick leave, shall be applied to the Retirement "Sick Leave Credit" benefit upon the employee's retirement for those who are eligible to receive this optional benefit. *(PPPM 5-11.2)*

During the period of this MOU, the City agrees to look into ways to maximize the unused sick leave contributions, possibly through a 401(a) plan.

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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.

Medical Insurance Cap:
Effective January 1, 2024~~1~~, the City's maximum contribution for medical insurance will be capped at $2,371.00~~1750.00~~ per month.

The medical cap for full-time employees will be adjusted ~~Effective~~ January 1, 2025~~2~~; January 1, 2026~~3~~; January 1, 2027~~4 only, the City's medical contribution cap will be adjusted, up or down,~~ to match the CalPERS~~-~~-PORAC (Region 3 rates for Los Angeles County)~~ family rate to reimburse Association represented employees and their eligible dependents for medical insurance premiums. The 2022 PORAC family rate is $1894 per month.~~

Retire~~e~~ Medical:

An employee who is vested in CalPERS and retires from the City under the SFS Firefighters~~mens'~~ Association is eligible for medical coverage through the CalPERS Retirement Plan.

The City Contribution to medical premiums for retirees, effective January 1, 2024~~1~~ is $2,371.00~~1,750~~ per month.

~~The City contribution to the medical premiums for retirees, effective January 1, 2021 is $1894 per month.~~

The City will assume the financial responsibility for Peace Officer Research Association of California (PORAC) membership dues for both active employees and eligible retirees. *(91-92, 01-02, 05-07 MOU; PPPM 2-3.1a)*

~~The parties agree to a re-opener during the term of this MOU to discuss and implement changes related to medical coverage for active employees as well as significant reforms to the retiree medical program and when retirees become Medicare eligible, including but not limited to limiting the employer contribution to retiree medical for new employees to the minimum rate established annually by the California Public Employees' Retirement System (CalPERS) for the Public~~

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~~Employees' Medical and Hospital Care Act (PEMHCA). The City would also consider amending its existing Flexible Spending Account (FSA) Section 125 Plan to provide for a cafeteria plan option as a mechanism for providing active employees with the difference between the PMHCA minimum and the negotiated employer contribution for active employee medical on a tax-exempt basis. Further, the City would also consider establishing a Health Reimbursement Arrangement account (HRA) to provide a mechanism for providing eligible retirees with the difference between the PEMHCA minimum and any vested employer contribution for retiree medical. Any changes to existing contract terms would require mutual agreement.~~

Medical Insurance Opt-Out:

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

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

- Full-time ~~cE~~mployees qualified to waive/opt-out of coverage shall receive 80% of the monthly CalPERS-PORAC (LA Region 3) rate, as follows. Based on eligibility. ~~the following monthly rate.~~ The amount will be paid to the employee as taxable earnings. The 80% medical opt-out will also be adjusted based on revised medical rates.

FULL-TIME EMPLOYEES		
COVERAGE TYPE	2024 MONTHLY RATE	80% OF MONTHLY RATE
SINGLE PARTY	$926.00	$740.80
TWO PARTY	$1,863.00	$1,490.40
FAMILY	$2,371.00	$1,896.80

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~~COVERAGE TYPE~~	~~MONTHLY AMOUNT~~
~~Single Party~~	~~$214.61~~
~~Two Party~~	~~$429.22~~
~~Family~~	~~$557.98~~

Section 2. Dental Insurance

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

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

Section 3. Vision Plan

The City has established a vision care plan for full-time employees, spouses, registered domestic partners, and dependents up to age 26, consistent with the Affordable Care Act (ACA). There is a $20 deductible for eye examinations and no deductible for frames, lenses, contact lenses, or vision therapy. The employee reimbursement cap is $450 per fiscal year; the spouse, registered domestic partner and other dependents are capped at $400 per person per fiscal year. Employees and eligible dependents may choose laser surgery in lieu of receiving an annual reimbursement for four years. Employees are eligible for $1,800 reimbursement for laser surgery and eligible dependents are eligible for $1,600 reimbursement. If the employee retires or resigns during the four-year reimbursement period, the employee is responsible for reimbursing the City the prorated difference for him/herself and dependents. *(95-96, 97-98, 01-02, 05-06 MOU; PPPM 2-3.6)*

Section 4. Life Insurance

The City pays the premium cost for each full-time employee to receive a basic level of life insurance under a group policy. Full-time employees are eligible for coverage upon hire. The basic amount specified in the group contract is $50,000 for Fire Safety Unit and Chief Officers Unit/Fire Management; $75,000 for Environmental Unit. Employee members may elect additional life insurance and authorize payroll deduction for any premium costs related to policy coverage in excess of the basic amount (including dependent coverage). Retiree members of the Association may participate in the group policy coverage at their cost. *(89-90 MOU; PPPM 2-3.3b)*

Section 5. Long Term Disability Insurance

The City pays the premium cost for each full-time employee to receive long term disability insurance. This plan is administered by the California Association of Professional Firefighters. Full-time employees are eligible on the first day of the month following the first day of employment.

However, the employee must not be off duty for illness or injury on that date. If the employee is off, then the effective date is the first day of the month following the date of return to work. The maximum monthly benefit is 80% of wages for industrial causes and 80% of wages for non-industrial disability to a maximum of $8,758. The elimination period is 30 calendar days. The benefit period is lifetime for non-industrial disabilities and to age 65 for industrial disabilities. There is a $10,000 death benefit for on or off duty death. The premium is waived after 30 calendar days. A copy of the actual plan description is on file in the Human Resources Office. *(CA Assn. of Professional Firefighters; PPPM 2-3.4b)*

Section 6. Physical Examination

Medical surveillance examinations for safety employees are mandatory and provided each year. The exam will be scheduled during the month of the employee's birth and administered during on-duty hours. The City will assume the cost of the physical commonly called a "Medical Surveillance" examination. For male employees 40 years of age and older, the exam will include a prostate specific antigen (PSA) blood test. For female employees 40 years of age and older the exam may include a Pap Test if the employee requests. If the female employee chooses to have the Pap Test performed by a personal physician and the expense of the examination is not covered through the City's group insurance, the City will reimburse the employee for this test.

A more comprehensive exam called the Lifestyle Plus Physical will also be made available to the employee as an alternative. If the employee selects this option, the exam requirement will be met in this manner:

- The City assumes only $310 of this examination's cost. The employee assumes the balance.
- The exam is scheduled by the Fire Rescue Department and will take place off duty.
- The employee will complete and sign an "Authorization for Payment" form which allows payment in full or through payroll deduction of the fee exceeding $310.
- If the employee is eligible for insurance pick up of $310 of the exam cost, the employee assumes responsibility for completing the insurance form and insurance reimbursement goes directly to the employee. *(Fed. Reg. No. 5144(h); memo between S. Bergeron-Vance & Chief Schnabel; PPPM 12-1.4b)*

Article VII.
Leave Benefits

Section 1. Bereavement Leave

Safety employees not on a 24 hour schedule, are entitled to a maximum absence of three days with pay for bereavement purposes in the event of death of a member of the immediate family. Safety employees on a 24 hour schedule, are entitled to the maximum leave of two 24 hour shifts. An employee may take additional leave for bereavement purposes by charging the time off to sick leave. Such leave shall be granted up to the employee's accumulated sick leave balance with the approval of the Fire Chief. Immediate family is defined as father, mother, brother, sister, son, daughter,

spouse, registered domestic partner, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-mother, step-father, step-sister, step-brother, step-child and step-grandchild. *(Res. #5969, IX.7; 77-78 04-05 MOU; PPPM 6-8)*

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

An employee is eligible for FMLA/CFRA leave after 12 months of continuous employment, if he or she has worked at least 1250 hours during the previous 12-month period. FMLA/CFRA leave is unpaid leave. An employee requesting FMLA/CFRA leave may utilize any accumulated leave, except sick leave, for part or all of the leave period, if leave is for a purpose other than the employee's own serious health condition. If the leave is for the employee's own serious health condition, any accumulated sick leave must also be used. Although FMLA leave shall be used for this purpose, CFRA leave shall not be taken for absence due to the employee's pregnancy, childbirth or related condition. Maternity leave is available for the period of the employee's actual disability up to a maximum of four months. CFRA leave may be taken, if the employee is otherwise eligible, for up to 12 weeks, because of the birth of the employee's child. *(Res. #5969, IX.8; PPPM 6-4.3)*

Section 3. Flexible Leave

Safety employees will receive 36 hours of flex leave each fiscal year. As of June 30 of each year, all unused flexible leave up to a maximum of 24 hours shall be carried over to the next fiscal year. Any accrued but unused flexible leave in excess of 24 hours for any employee as of the close of business on June 30 shall be paid to the employee at each employee's then effective hourly rate. *(Res. #5969, IX.4; 76-77, 81-82, 83-84, 90-91, 97-98, 01-04 MOU and Addendum to 01-04 MOU; PPPM 6-5)*

Section 4. Holidays

The following are observed City holidays:

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

When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. Safety employees not on a 24 hour shift schedule will be paid for the above holidays. Safety employees on a 24 hour schedule shall accumulate 7.0 shifts per year of vacation leave in lieu of holiday leave. *(Res. #5969, IX.3; 76-77, 83-84, 86-87, 92-93, 97-98, 05-07 MOU; PPPM 6-7.1)*

Section 5. Jury or Witness Duty

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

Section 6. Leaves of Absence

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

Section 7. California Kin Care Leave

Employees may use one-half of their annual sick leave accrual (48 hours for employees not on a 24 hour shift schedule, 72 hours for employees on a 24 hour shift schedule) to care for their grandparents, grandchildren, and siblings, as well as children, parents, spouse or domestic partner who is ill. Use of sick leave for this purpose is to be recorded on leave slips and turned in with employee time cards. Notice should be given for appointments seven days in advance. If emergencies arise, an exception can be made to this policy. *(PPPM 6-3.6)*

Section 8. Military Leave

Military leave is granted in accordance with state and federal law. If you are entitled to military leave, you must give the City an opportunity, within the limit of military regulations, to determine when such leave will be taken. Each request for military leave will be referred to the City Attorney for interpretation of such related issues as entitlement to pay, benefits, reinstatement, etc. (See Appendix for Military Leave Policy revised as of 02-09-06) *(Res. #5969, IX.14; PPPM 6-9)*

Section 9. Sick Leave

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

rules and regulations. Up to 32 hours per year of sick leave may be used for doctor's appointments.

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

When the City's industrial medical provider notifies Human Resources that an employee has a medical condition(s) requiring further investigation, the employee will charge the time off to sick leave and will then be placed on light duty, if appropriate and available, until released by the medical provider. If said condition is determined to be work-related, the used leave time and additional time for scheduling and undergoing medical testing will be charged to worker's compensation. Medical tests required by a physician to determine the cause of a medical problem will be the employee's responsibility. If the medical condition is then determined to be work related, the costs will be subject to payment through the worker's compensation process.

In order to receive compensation when absent on sick leave, safety employees shall notify the on-duty Headquarters Captain not less than 45 minutes prior to shift change which is 07:30 a.m. When absent for two or more consecutive shifts for a safety employee on a 24 hour shift schedule, the employee may be required, at the City's sole discretion, to obtain and submit a physician's certification of illness. Any safety employee who demonstrates a pattern of sick leave use will be required to present a physician's certification of illness for each shift where illness is reported. Affected employees will be notified of this requirement by department management.

Sick leave with pay for safety employees not on a 24 hour shift schedule shall be accrued at the rate of eight hours for each month of service beginning with probationary appointment. Sick leave will be accrued for safety employees on a 24 hour shift schedule at the rate of 12 hours per month. At the discretion of the Department Head, up to five days of sick leave may be advanced. *(PPPM 6-3.1, 6-3.3, 6-3.3b, 6-3.4, and 6-3.6)*

Section 10. Vacation

Safety employees on a 40 hour work week schedule will accrue vacation leave as follows:

Years of Service	***Annual Rate (hrs)***
0-1	80
1-2	90
2-3	100
3-4	110
4-5	120
5-6	124

6-7..... 128
7-8..... 132
8-9..... 136
9-10..... 140
10-11..... 144
11-12..... 148
12-13..... 152
13-14..... 156
14-15+..... 160
20+……168

Safety Employees on a 24 hour shift schedule will accrue vacation leave (inclusive of 7.0 hours of holiday leave) as follows:

Years of Service	Shifts per Year	Hours per Year	Hours per Month
0-1	12.000	288	24.00
1-2	12.625	303	25.25
2-3	13.250	318	26.50
3-4	13.875	333	27.75
4-5	14.500	348	29.00
5-6	14.750	354	29.50
6-7	15.000	360	30.00
7-8	15.250	366	30.50
8-9	15.500	372	31.00
9-10	15.750	378	31.50
10-11	16.000	384	32.00
11-12	16.250	390	32.50
12-13	16.500	396	33.00
13-14	16.750	402	33.50
14-15	17.000	408	34.00
15+	17.000	408	34.00
20+	17.333	416	34.67

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

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

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

At the discretion of the Department Head, up to five days of vacation may be advanced.

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

Vacation Selection:

- Vacation selections will begin at the completion of the Station and Shift Bid process that will take place the Monday following the Thanksgiving holiday.
- Each suppression member shall pick a minimum of one segment (two shifts) during the annual vacation selection process. Additional picks can be made at the employee's discretion. Double picks are allowable but then the next round of picks must be skipped.
- All three columns are available at start of picks and remain open. Order-ins will not be made on holidays for third column picks.
- Throughout the year, vacation segments may be chosen in any of the three columns. These requests must be made at least 18 days in advance.
- Inside of 18 days, vacation time will only be granted if qualified relief is available.
- Individual vacation time will be granted based on available vacation hours banked and qualified relief.
- Leave other than vacation time (WC, SP, SL, JD, FM, FL, CU, BR) does not impact the availability of these three columns. Qualified relief must be available to work.
- Battalion Chiefs do not pick on the vacation schedule.
- Suppression employees have 36 hours of flex leave per fiscal year. Suppression employees must use available flex leave/ vacation. Qualified relief must be available to work.

Vacation Maximum Accrual: Non-suppression employees may accumulate ~~240~~ 320 vacation hours and suppression 15 shifts or ~~360~~ 720 hours in their vacation bank. Once this balance has been reached, the Department of Finance and Administrative Services will advise the employee that they must take the vacation and reduce their balance.

Employees whose vacation balance exceeds the maximum accrual will be given the opportunity to work with their supervisor/department head on a balance reduction plan. Employees who have extenuating circumstances and request the maximum accrual be temporarily lifted due to an anticipated parenthood leave, extended worker's compensation leave or similar situation will notify their supervisor and Human Resources of their special circumstance and be granted a temporary reprieve from vacation accrual enforcement. *(Res. #5969, IX.5; 76-77, 82-83, 86-87 MOU; PPPM 6-2.1,6-2.3, 6-2.4, 6-2.5 and 6-2.6)*

Effective within 30 days up City Council approval of this agreement, the maximum accrual cap is increased to 720 hours for suppression employees. The City shall cash out any hours above the cap for at the dollar value in effect as of June 30, 2021, which is intended to be prior to the COLA raises

contained in this agreement. Employees may elect to designate all or a portion of their cash out as deferred compensation (up to the IRS limits). Employees shall be entitled to make an irrevocable election in writing before the cash-out deadline to spread the cash-out payment over the term of the contract to be paid on or before each February 15th at the dollar value in effect as of June 30, 2021, which is intended to be prior to the COLA raises in this agreement. Employees can also elect to designate all or a portion of the cash-out as deferred compensation (up to the IRS limits). Thereafter, fire suppression personal reaching the cap will be paid out at the base salary rate only for all hours that would normally exceed the cap.

Vacation Cash-Out: A~~n~~ non-suppression employee may cash-out vacation leave hours once per fiscal year, at straight time rates, up to a maximum of ~~12~~ 100 hours. ~~for non-suppression employees~~. An employee must retain a minimum balance of 40 hours in their vacation bank at the time of cash-out. Suppression employees will ~~, and any hours above the 240~~ 320 ~~hours for non-suppression and~~ be paid out for any hours over the 720 hours cap, however, they may request to cash-out up to 100 hours. ~~for suppression employees.~~ The cash-out must be designated in writing by December of the prior calendar year and is irrevocable after being designated.

Reserve Vacation Bank:

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

Section 11. Critical Family Leave

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

Section 12. Leave Usage for National Marrow Donor Program (NMDP)

Employees who choose to donate bone marrow through the NMDP will be permitted to take time off and charge the time against any accrued leave, i.e., flexible, sick or vacation leave. *(PPPM 6-12)*

Section 13. Voluntary Vacation and Flexible Leave Time Donation

If an employee who suffers personal medical crisis that requires a prolonged absence from duty that

will result in a substantial loss of income to the employee and who have exhausted all available paid leave time, the employee may request assistance from other employees by means of leave time donation. Leave time donation may be in the form of vacation leave, flexible leave or any combination of these two leave types. Sick leave may not be donated. The value of the donated leave will be paid to the recipient employee at the recipient's normal rate of compensation. The amounts paid to the recipient employee under the conditions of this policy are treated as regular income of the recipient under internal revenue Code Section 61. Employee(s) who donate leave do not incur any income or any deductible expense or loss upon the donation of this leave. The recipient employee will not accrue sick, vacation or flexible leave and will not accrue seniority while receiving this benefit. *(PPPM 6-13)*

Section 14. Family School Leave

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

Article VIII.
Additional Benefits

Section 1. Tuition Reimbursement

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

Section 2. Uniforms

Uniforms provided:

- Fire Administrative Safety Personnel – Five shirts, three pants, two skirts (for females), tie, jacket, and one pair of shoes. Effective 07/01/07, the following additional items will continue to be provided: one belt, one set of athletic apparel, one pair of athletic shoes and a class A uniform, which includes a tie. Any or all parts of attire may be replaced at the discretion of the Fire Chief.

- Fire Suppression Personnel – Three shirts, three pants, belt, gloves, eye protection, one set of athletic apparel, one pair of athletic shoes, steel toe boots, turnouts, helmet, and rubber boots. All personnel receive a Class A uniform which includes a tie. Captains receive three shirts, a tie, hat, a pair of dress shoes, blazer, and sweater. Any or all parts of attire may be replaced at the discretion of a Chief Fire Officer.

Uniforms issued by the City are considered as compensation and the value of such is reported to the Public Employees' Retirement System annually as special compensation. Those items issued as safety equipment, even if worn as part of regular duty, are exempt from being reported as compensation. These items include steel toe safety shoes/boots, turnout coats, helmets, and rubber boots. Additionally, all suppression personnel are provided Level B hazardous material coveralls, an air purifying respirator, canisters for the respirator, a radiological dosimeter, and chemical resistant boots. *(PPPM 2-9.1 and 2-9.2)*

Section 3. Employee Personal Computer Purchase Plan

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

Section 4. Section 125 Program

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

Section 5. Employee Assistance Program

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

Article IX.
Appointments, Promotions and Acting Assignments

Section 1. Appointment – Probationary Status

Non-suppression employees are on probation for a period of six (6) months and suppression employee for a period of 12 months from the date of hire. During the probationary period, employee performance evaluations are required. A probationary employee may be terminated without appeal during the probationary period. The appointment is made to regular status at the end of the

probationary period, upon the recommendation of the Fire Chief and the approval of the City Manager. In the event the probationary employee's performance does not qualify for regular status, the City Manager may grant a one-time extension of the probationary period up to the length of the original probationary period. *(Res. #5969, VII.1 and .2; PPPM 5-9.1)*

Section 2. Promotional Appointments

If a Temporary Firefighter, Firefighter, Firefighter/Paramedic, or Fire Engineer is promoted to a higher classification as a result of another employee's separation from employment (resignation, termination, or retirement), and the promoted employee has served in a continuous temporary or conditional appointment, then upon promotion to the vacant position the employee will receive all rights and privileges of rank beginning at the date of their temporary appointment including time granted toward the one year probationary period. When an employee is promoted, the employee shall be entitled to the step in the new range which provides at least a 6~~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)*

Acting Pay

An employee required to work in a higher classification which is vacant due to sick leave, injury leave, vacation, termination, shall receive acting pay of 5 ½% above their current rate of pay. Acting pay will not apply where it would cause an individual to be paid a greater rate than if the employee were promoted to the higher classification. For example, a Firefighter/Paramedic with three 5 ½ % steps of proficiency pay would not be eligible for acting pay when acting as an Engineer as the employee's pay level would then surpass that of an Engineer. A Firefighter/Paramedic when serving in the capacity of acting Captain is eligible to receive acting pay of one full step provided the employee has completed the required number of shifts (10) worked in the higher classification and has completed the Acting Captain certification program required by the Fire Chief. *(1980-81 MOU, PPPM 2-2.2b)*

Section 5. Temporary and Conditional Appointments

To fill the position of a person who is absent and whose return to work is in question, a candidate on the eligibility list for a promotional position shall be appointed to a temporary position in that position. If after six months the disabled member's return is still in question and the appointee has received satisfactory performance evaluations, the appointee will receive a conditional appointment. This appointment entitles the conditional appointee to all privileges of the rank, including time in grade and merit increases from the time the appointee first filled the position on a temporary basis. If a Firefighter, Firefighter/Paramedic, or Fire Engineer is promoted to a higher classification as a result of another employee's separation from employment (resignation, termination, or retirement), and the appointee has served continuously in the appointment then; upon promotion to the vacant position the employee will receive all rights and privileges of rank beginning at the date of their temporary appointment including time granted toward the one year probationary period. *(PPPM 5.1)*

Section 6. Promotions – Educational Requirements

The following are educational requirements for suppression personnel:

Classification	Education	Experience	License/Certification
Engineer	H.S./GED & 12 units in Fire Science	3 years as SFS Firefighter including Temporary	Class B or Firefighter Exempt, EMT-1, EMT-D, CPR
Captain	H.S./GED & 24	5 years as SFS Firefighter	Class B or Firefighter

	units in Fire Science & State Fire Officer Certification or AA/AS Fire Science	(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	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 searchers described in this policy without notice or consent of the affected employee or that employee's representative. Searches shall be conducted with the approval of the City Manager or designee, by the employee's supervisor, law enforcement, and Human Resources. *(PPPM 8-9.2)*

Section 6. Tuberculosis (TB) Testing

The State and County require those employees in direct contact with children to be tested for tuberculosis once every four years. Fire suppression personnel are tested annually. *(PPPM 12-1.5)*

Section 7. Blood-borne Pathogens and Hepatitis B Vaccinations

Safety employees who can be "reasonably anticipated" to come in contact with contaminants and potentially infectious materials through the performance of their work are subject to this policy. Safety employees in the following job classifications: Fire Captain, Fire Engineer, Firefighter/Paramedic, Firefighter and Auxiliary Firefighter are deemed to be within the group of employees that may have frequent contact with infectious materials. Employees who may have frequent contact are required to receive the Hepatitis B vaccination series. Vaccinations will be available to the employee within 10 working days of job assignment at no cost to the employee. Employees must sign a declaration form if they choose not to be vaccinated but may later opt to receive the vaccine at no cost. Should booster doses later be recommended, employees will be offered them at no cost to the employee. (*PPPM 12-4)*

Section 8. Additional Employment

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

Section 9. Gambling

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

Section 10. Gifts and Gratuities

City employees are prohibited from receiving personal gifts, including gratuities, from citizens, persons, or firms doing business with or being regulated by the City, or likely to do business with or be regulated by the City. *(Res. #5969, XI.5), PPPM 5-13-.1)*

Section 11. Use of City Vehicles

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

Section 12. No Smoking in City Vehicles

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

Section 13. Use of Personal Vehicles

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

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

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

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

Section 14. Bids for City Jobs

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

Section 15. Political Activities of Employees

No City employee will solicit, either directly or indirectly, political contributions, favors, etc. from other City employees on behalf of any political candidate. No City employee will use their position

in the City to benefit any political candidate. No City employee will engage in political activities during working hours or while in uniform at any time. City employees are permitted to exercise their political rights like any other citizen during their off-duty hours when out of uniform. *(PPPM 7-7)*

Article XI.
Working Conditions

Section 1. Injury and Illness Prevention Program

It is both policy and practice of the City of Santa Fe Springs to provide safe and healthful working conditions for all employees. Safety and health considerations must be a part of every operation. It is every employee's responsibility at all levels. It is the intent of the City to comply with all laws. To do this, one must constantly be aware of conditions in all work areas that can create injuries. No employee is required to work at a job he/she knows is not safe or healthful. The detection of hazards by City employees and, in turn, controlling them, is a condition of employment. Supervisors must be informed immediately of any situation beyond the employee's ability or authority to correct.

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

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

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

- Providing mechanical and physical safeguards to the maximum extent possible.
- Conducting health and safety inspections to find, eliminate or control safety and health hazards as well as unsafe working conditions and practices, and to comply fully with the health and safety standards for every job.
- Training all employees in good health and safety practices.
- Providing necessary personal protective equipment and instructions for use and care.
- Developing and enforcing health and safety rules, and requiring that employees cooperate with these rules as a condition of employment.
- Promptly and thoroughly investigating every accident to find out what caused it and correcting the problem so it won't happen again.

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

- The employer accepts responsibility for leadership of the health and safety program, for its effectiveness and improvement, and for providing the safeguards required to ensure safe conditions.
- Supervisors are responsible for ensuring that employees are trained in, and follow safe work practices, and that all operations are performed with the utmost regard for the health and safety of all personnel.
- Employees are responsible for complying with all rules and regulations and for using safe work practices while performing their duties. Employees also have the responsibility of informing their supervisor of hazards and are encouraged to make recommendations for increasing workplace safety. *(PPPM 8-1.2)*

Section 2. Training

Full-time equivalent (FTE) funds received from Rio Hondo Community College or Joint Apprentice Committee (JAC) funds shall be placed into a Fire Department training account. Any unused training funds from these two sources shall be rolled over to the following year's training budget. (*04-05 MOU)*

Article XII.
Layoff and Reductions in Force

Section 1. Layoff and Reductions in Force

Whenever it becomes necessary for one or more employees to be laid off because of lack of work or financial reasons, all non-regular employees in the affected classification shall be laid off before any regular employees and in the following order: emergency, provisional, and temporary. If additional reductions are necessary, regular employees in the affected classifications shall be laid off in reverse order of their seniority. If the person in one of the affected classifications has seniority over someone in a lower classification, the person with seniority may accept a voluntary demotion to a lower classification, if the employee is qualified for the classification. This process may continue until the person in the lowest classification with the least seniority will then be laid off. All employees laid off shall be given written notice of such layoff at least 10 working days prior to the effective date of the layoff. The City may exercise layoff and reductions in force rights unilaterally subject to the meet and confer process on the impact of such rights. *(PPPM 5-12.1 and 5-12.2)*

Section 2. Seniority and Bumping Rights

Full-time seniority shall be defined as regular full-time City service within the affected vertically related classifications, e.g., Firefighter, Engineer, Fire Captain, and Battalion Chief. Regular service time shall include probationary time in the affected classification if regular status has been acquired. Part-time hours accumulated in the City do not have consideration in full-time seniority calculations.

An employee "bumping" into a lower related classification shall occur on the basis of total seniority attained within a series of vertically related classifications. Vertically related classifications carry

cumulative seniority downward and not upward. For example, an employee who has five years of seniority as a Captain, five years seniority as an Engineer and five years as a Firefighter (15 years in total) is in a senior position to an Engineer who has five years as a Firefighter and five years as an Engineer (10 years in total). An Engineer that has five years as a Firefighter and fifteen years as an Engineer (20 years in total), is in a senior position to the 15-Year Captain cited in the example above. Length of qualifying service, not rank, is the determining factor when calculating seniority.

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

Section 3. Layoffs – Call-backs

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

Article XIII.
Appeal and Grievance Rights and Procedures

Section 1. Appeal Process

Any safety employee who has been subject to disciplinary action, excluding written or oral counseling, warning or reprimand, shall be entitled to appeal such action to the Fire Chief, Personnel Advisory Board and the City Manager, in accordance with Personnel Policy Section 11-3.1 (PPPM 11-3.1).

Section 2. Informal Hearing Procedure

The Informal Hearing Procedure, as opposed to the formal procedures, may be used in the City's sole discretion in any of the following circumstances:

1. When there is no disputed issue of material fact, or
2. When there is a disputed issue of material fact, but it is limited to:
    a. A monetary amount of not more than one thousand dollars ($1,000) or
    b. A disciplinary action imposed on an employee that does not involve termination from employment, demotion, or suspension without pay for more than five (5) shifts or five (5) days.

This constitutes the sole Government Code section 11445.30 notice of hearing that states the Department's selection of the informal hearing procedure. Therefore, such notice shall not be

repeated in conjunction with each hearing governed by the informal hearing procedure.

The Fire Chief or designee shall be the presiding officer and shall regulate the course of the proceeding. The presiding officer shall permit the parties to offer written or oral comments on the issues. The presiding officer may limit the use of witnesses, testimony, evidence and argument, and may limit or eliminate the use of pleadings, intervention, discovery, pre-hearing conferences and rebuttal.

The presiding officer may deny use of the informal procedure, or may convert an informal hearing to a formal hearing after an informal hearing is commenced, if it appears to the presiding officer that cross-examination is necessary for proper determination of the matter and that delay, burden or complication due to allowing cross-examination in the informal hearing will be more than minimal.

Pursuant to section 11445.50(b), the Fire Department has determined that cross-examination is not necessary for proper determination of the matters subject to review under the informal hearing procedure. However, the presiding officer may allow cross-examination of witnesses in an informal hearing notwithstanding the City's determination, if it appears to a presiding officer that in the circumstances cross-examination is necessary for proper determination of the matter. (Section 11445.50(b).)

If the presiding officer has reason to believe that material facts are in dispute, the presiding officer may require a party to state the identity of the witnesses or other sources through which the party would propose to present proof if the proceeding were converted to a formal hearing procedure. If disclosure of a fact, allegation or source is privileged or expressly prohibited by a regulation, statute or the federal or state constitution, the presiding officer may require the party to indicate that confidential facts, allegations or sources are involved, but not to disclose the confidential facts, allegations or sources. (Section 11445.60(a).)

If a party has reason to believe that essential facts must be obtained in order to permit an adequate presentation of the case, the party may inform the presiding officer regarding the general nature of the facts and the sources from which the party would propose to obtain the facts if the proceeding were converted to a formal hearing procedure. (Section 11445.60(b).)

Section 3. Formal Hearing Procedure:

The formal appeal shall be conducted in procedural compliance with section 11500 et. seq. Pursuant to section 11512, the City has determined that, in those instances where a formal hearing is required, the City shall continue to hear the case through pre-existing processes (i.e., via the Personnel Advisory Board) with an administrative law judge (ALJ) present during the consideration of the case. (Section 11517(b).) The proceedings governing such an appeal are set forth in detail below.

The following procedure will be followed in the conduct of a formal administrative hearing:

A. Within 10 calendar days of the receipt of a written Notice of Intent to Suspend, Demote or Dismiss, the employee may submit a written response to the disciplinary action to the Fire Chief or designee. The employee shall set forth all the facts necessary to understand the

issues involved. The response shall be signed by the employee and shall be submitted to the Fire Chief's office within 10 calendar days. In lieu of a written appeal, the employee may request a (*Skelly*) meeting with the Fire Chief to make his/her response verbally.

B. Within 10 calendar days following the receipt of the employee's response, the Fire Chief or designee will set a date and time for the pre-disciplinary (*Skelly*) meeting.

C. If the response is submitted in writing, the Fire Chief will give consideration to the matter and inform the employee in writing within 20 calendar days, as to whether the intended disciplinary action has been affirmed, revoked or modified.

D. Following conclusion of a pre-disciplinary (*Skelly*) meeting by the Fire Chief or designee, where the resultant punitive action results in the imposition of punitive action within the jurisdiction of this formal hearing process, the City shall serve the employee with a final Notice of Discipline. At a minimum, Notice of Discipline shall include a post card or other form of notice which, when signed by or on behalf of the employee and returned to the City, will acknowledge service of the Notice. The Notice shall also state that the employee's request for a hearing must be received by the City within fifteen (15) calendar days after the Notice is personally served or mailed. (Please refer to section 11505 for what should be included in the Notice of Discipline.)

E. The employee may file an appeal of the disciplinary action to the Personnel Advisory Board (Board) by submitting an appeal to the Human Resources Office within fifteen (15) calendar days of being served with the Notice of Discipline. The appeal shall constitute a request for a hearing, any objection to the factual basis for the discipline, objection to the form of the Notice of Discipline, procedural objection, or any other grounds for defense. (See section 11506 for what should be included in a Notice of Defense by the employee.)

F. Upon receipt of the request from the employee, the Human Resources Office shall set the matter for hearing before the Personnel Advisory Board (Board) as expeditiously as possible and shall give the employee and his representative written notice of the time and place of the hearing.

G. The Board will conduct the hearing(s) as it deems necessary to determine the pertinent facts related to the disciplinary action with the ALJ presiding. (Section 11512.) The ALJ shall rule on the admission and exclusion of evidence and on matters of law. The Board shall exercise all other powers relating to the conduct of the hearing, but may delegate any or all of them to the ALJ. Such hearing(s) will be closed to the public unless the employee requesting the hearing(s) requests in advance that the hearing(s) be open to the public. The employee(s) and Fire Department representative(s) shall have the right to appear before the Board during such hearings and may have counsel present. If either party appears before the Board, both shall be present.

<u>Conduct of Formal Hearing</u>

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~~ Firefighters 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 Firefighters Association**
_____	_____
Jay Sarno, Mayor	Kurt Buckwalter, President
_____	_____
Date	Date

APPENDIX

ENVIRONMENTAL JOB TITLES
Fire Marshal
Environmental Program Manager
Deputy Fire Marshal
Fire/Environmental Safety Specialist
Senior Fire/Environmental Safety Inspector
Fire/Environmental Safety Inspector

FIRE SAFETY JOB TITLES
Fire Captain
Fire Engineer
Firefighter/Paramedic
Firefighter/Paramedic Trainee
Firefighter

CHIEF OFFICERS JOB TITLES
Assistant Fire Chief
Battalion Chief

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MEMORANDUM OF UNDERSTANDING

between the

CITY OF SANTA FE SPRINGS

and the

SANTA FE SPRINGS MANAGEMENT AND CONFIDENTIAL EMPLOYEES ASSOCIATION

July 1, 2024– June 30, 2027

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Premble

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 management and confidential 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 Management and Confidential Employees Association (hereinafter referred to as the Association) and shall remain in full force and effect between the dates of July 1, 2024 and June 30, 2027.

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.

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.

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

<u>New Employee Orientation</u>

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.

Section 2. Disciplinary Action and Employment Separations

An employee may be disciplined, including, 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 engages in misconduct, 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.

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, 2024, 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 Schedules and Work Periods

Upon the authorization of the City Manager, employees may work a traditional 5/40, 4/10 or 9/80 work schedule. The City Manager maintains the final authority to determine work schedules as necessary.

For employees working a 5/40 or 4/10 work schedule, the work period is a seven consecutive day work week beginning on Monday at 12:01 a.m. and ending the following Sunday at midnight.

For employees working the alternative work schedule known as the 9/80 work schedule, each such employee's seven consecutive day 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 seven consecutive day work week shall be comprised of 40 hours.

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 that abides by the employee's work restrictions. 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.

The same procedure shall be followed to schedule modified duty that abides by the employee's work restrictions, 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.

Section 2. Wages

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

1. Effective the pay period that includes July 1, 2024, a three percent (3%) cost of living adjustment (COLA).
2. Effective the pay period that includes July 1, 2025, a three percent (3%) cost of living adjustment (COLA)
3. Effective the pay period that includes July 1, 2026, a two percent (2%) cost of living adjustment (COLA)

Section 3. Implementation of the Classification & Compensation Study

1. Effective the pay period that includes July 1, 2024, the new 10-step pay range from the compensation study will go into effect.
2. At that time, bargaining unit members will be placed on the step within the new 10 step pay range that is closest to, but not equal or lower than, their current rate of base pay.
3. Effective the pay period that includes July 1, 2024, and after bargaining unit employees have been placed upon their new step in the 10-step pay range, the entire pay range will increase by a 3% COLA and employees' base salaries will be adjusted accordingly.
4. Based on a satisfactory performance evaluation, bargaining unit employees will be eligible to advance to the next step within the 10-step pay range, on their anniversary / promotion date.

Merit Salary Adjustment:

Upon recommendation of the Department Director that an employee's performance has been above average, an employee receiving less than the maximum rate of base pay within the assigned range for the classification may be given a merit salary adjustment upon approval by the City Manager. A full time employee is eligible for this adjustment upon completion of 6-months service each in Steps 1 and in Step 2 and one (1) year service each in Steps 3 and 4.

Section 4. Overtime Compensation

When necessary to perform essential work, Department Directors, Managers or Supervisors may require non-exempt employees to work at any time other than during their regular working hours until such work is accomplished. Payment of overtime to non-exempt Association employees shall be paid at a rate of one and one half (1½) the regular 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 seven-day work week paid at the base hourly 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.

Section 5. Educational Incentive Pay

1. Certified Public Accountant Certification Pay

   Employees certified as public accountants (CPA) shall receive 5.5% of their regular pay per month. Employees shall immediately notify their supervisor if they have lost their certification for any reason. The City Manager has the authority to designate the number of personnel to receive the incentive pay.

2. Master's Degree Pay – Management Employees

   Management employees who have received a Master's Degree from an accredited university, shall receive an additional 5% of base pay.

Section 6. Bilingual Pay

Bilingual pay will be paid to employees 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 for Spanish, Chinese, Tagalog, Vietnamese and Korean is granted at the level needed for the position and as designated:

Level 1	Ability to speak and understand (basic)	$100 per month	Oral test every two (2) years
Level 2	Ability to speak and understand (fluently)	$175 per month	Oral test every 4 years
Level 3	Ability to speak, understand, read, and write (fluently)	$250 per month	Oral and written test every 4 years

Section 7. Certified Notary Public Pay

The City shall pay $100 per month to Association employees who meet the notary public certification eligibility requirements. Employees shall immediately notify their supervisor if they

have lost their certification for any reason. The City Manager has the authority to designate the number of personnel to receive the certified notary public pay.

Section 8. Longevity Pay

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

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

Management and Confidential unit employees are entitled to the following longevity increments:

1. 2% at 10 years of service (completion of 9 years),
2. 2% at 15 years of service (completion of 14 years),
3. 3% at 20 years of service (completion of 19 years),
4. 2% at 25 years of service (completion of 24 years). Total cumulative rate of 9% at 25 years of service.

Effective the first pay period that includes July 1, 2024, all Management and Confidential unit employees with continuous service as a full-time City of Santa Fe Springs employee, plus any verifiable prior collective public service with another public agency as an active, full-time employee shall count toward years of longevity.

Section 9. Commercial Driver's License

The City shall pay a monthly $100 pay differential to 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.

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 seven percent (7%) PERS 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 *1,***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 7.25% PERS 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).
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 Cash Out and 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 a sick leave bank that can be used to take sick leave or accumulated. 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.

During the period of the MOU, the City agrees to look into ways to maximize the unused sick leave contributions, possibly through a 401(a) plan.

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.

Medical Insurance Cap:

Effective January 1, 2024, the City's maximum contribution for medical insurance will be capped at $2,250.07 per month.

1. The medical cap for full-time employees will be adjusted January 1, 2025; January 1, 2026; January 1, 2027 to match the CalPERS-Kaiser (Region 3 rates for Los Angeles County)

Retiree Medical:

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

The City contribution to medical premiums for retirees, effective January 1, 2024 is $2,250.07 per month.

Medical Insurance Opt Out:

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

1. 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;
2. Employee must provide proof of coverage by completing the Health Insurance Waiver Form.
3. 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
4. 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.

    a. Full-time employees qualified to waive/opt-out of medical coverage shall receive 80% of the monthly CalPERS-Kaiser (LA region 3) rate, as follows. Based on eligibility. The amount will be paid to the employee as taxable earnings. The 80% medical opt-out will also be adjusted based on revised medical rates.

FULL-TIME EMPLOYEES		
COVERAGE TYPE	**2024 MONTHLY RATE**	**80% OF MONTHLY RATE**
SINGLE PARTY	$865.41	$692.328
TWO PARTY	$1,730.82	$1,384.656
FAMILY	$2,250.07	$1,800.056

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 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.

The City offers Delta Care and Delta PPO options. Employees who elect enrollment in the Delta PPO 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 Reimbursement Plan

The City has established a vision care plan for full-time employees, spouses, registered domestic partners and dependents up to the age of 26, consistent with the Affordable Care Act (ACA). There is a $20 deductible for eye examinations and no deductible for frames, lenses, contact lenses, or vision therapy. The employee reimbursement cap is $450 per fiscal year; the spouse, registered domestic partner and other dependents are capped at $400 per person per fiscal year. Employees and eligible dependents may choose laser surgery in lieu of receiving an annual reimbursement for four years. Employees are eligible for $1,800 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.

Section 4. Life Insurance

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

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.

Section 6. 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 matches contributions at a rate of 1:1, up to a maximum of three percent (3%), into a 401 (a) plan.

Specifics concerning program application and investment options change periodically. The most current information can be obtained from the Human Resources Office.

Article VII.
Leave Benefits

Section 1. Bereavement Leave

Full-time employees are entitled to a maximum absence of five days, three (3) paid days and two (2) unpaid days, for bereavement purposes in the event of death of a member of the immediate family. 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.

Employees are not required to take bereavement leave on consecutive days. Any bereavement leave taken shall be completed within three (3) months of the family member's date of death. The City may require documentation of the family member's death within thirty (30) days of the first day of bereavement leave. Documentation of a family member's death may include, but is not limited to, a death certificate; a published obituary; or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency. The City shall maintain the confidentiality of employee bereavement leave requests, including the confidentiality of any documentation of a family member's death. Such information shall not be disclosed, except to internal personnel or counsel,

as necessary, or as otherwise required by law.

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 to care for a newborn, 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.

Section 3. Holidays

The following are observed City holidays:

• New Year's Day	January 1
• Dr. Martin Luther King Jr.'s Birthday	Third Monday in January
• Lincoln's Birthday	Second Monday in February
• President's Day	Third Monday in February
• Cesar Chavez's Birthday	March 31
• Memorial Day	Last Monday in May
• Juneteenth National Independence Day	June 19
• Independence Day	July 4
• Labor Day	First Monday in September
• Veteran's Day	November 11
• Thanksgiving Day	Fourth Thursday in November
• Day after Thanksgiving	Fourth Friday in November

- The day before Christmas December 24
- Christmas Day December 25
- Every day appointed by the President or Governor as a holiday

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

Section 4. Bonus Day Holiday

A bonus day off with pay per fiscal year may be taken as a floating holiday for any full-time employee who does not utilize any sick leave during the fiscal year.

Section 5. 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. On a case-by-case basis, the City Manager may extend said leave of absence with pay for jury duty.

Section 6. 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.

Section 7. California Kin Care Leave

Employees may use one-half of their annual sick leave (48 hours) accrual to care for their grandparents, grandchildren, and siblings, as well as children, parents, parents in law, spouse, domestic partner or designated person 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.

Sick leave is paid leave from work that an employee may use for the following purposes: (a) Diagnosis, care, or treatment of an existing health condition of, or preventative care for the employee themselves or any of the following family members of the employee: a child of any age or dependency status; a parent; a parent-in-law; a spouse; a registered domestic partner; a grandparent; a grandchildren; or a sibling; or (b) Diagnosis, care, or treatment of an existing health condition of, or preventative care for a “designated person”.

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.

Section 9. Sick Leave

Sick leave is paid leave from work that an employee may use for the following purposes:

(a) Diagnosis, care, or treatment of an existing health condition of, or preventative care for the employee themselves or any of the following family members of the employee: a child of any age or dependency status; a parent; a parent-in-law; a spouse; a registered domestic partner; a grandparent; a grandchildren; or a sibling; or

(b) Diagnosis, care, or treatment of an existing health condition of, or preventative care for a "designated person"; or

(c) For an employee who is a victim of domestic violence, sexual assault, stalking, or other crime in order for the employee to engage in any of the following activities: (1) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety or welfare of the employee or their child; or (2) obtain medical attention or psychological counseling, services from a shelter, program or crisis center, or (3) participate in safety planning or other actions to increase safety.

Full-time employees accrue eight (8) hours of sick leave for each calendar month of paid status. Accrued sick leave carries over from year to year up to a maximum accrual of nine hundred and sixty (960) hours.

Employees shall notify their department no later than 15 minutes after the time set for beginning their daily duties of the need to take sick leave. 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.

Section 10. Vacation

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

Years of Service	Days per Year	Hours per Year	Hours per Month
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:

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

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

At the discretion of the Department Head, 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

Employees may accumulate a maximum of 320 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.

Vacation Cash-Out

An employee may cash-out vacation leave hours once per fiscal year, at straight time rates, a maximum of 100 hours per fiscal year from the vacation bank. An employee must retain a minimum balance of 40 hours in their vacation bank at the time of the cash-out. The cash-out must be designated in writing by December of the prior calendar year and is irrevocable after being designated.

Section 11. Flexible Leave

a. Management Employees

Full-time employees will receive 60 hours of flex leave each fiscal year. As of June 30th of each year, all unused flexible leave up to a maximum of 24 hours shall be carried over to the next fiscal year, not to exceed a maximum accrual of 84 hours of flexible leave hours. If the leave accrual is over 24 hours on June 30th of each year, the accrual will be reduced to 24 hours before the annual leave is provided.

b. Confidential Employees

Full-time employees will receive 49 hours of flex leave each fiscal year. As of June 30th of each year, all unused flexible leave up to a maximum of 24 hours shall be carried over to the next fiscal year, not to exceed a maximum accrual of 73 hours of flexible leave hours. If the leave accrual is over 24 hours on June 30th of each year, the accrual will be reduced to 24 hours before the annual leave is provided.

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 employee 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.

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.

Section 14. Family School Leave

In accordance with the California Labor Code, an employee who is a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to one or more children who are in kindergarten or grades 1 through 12, or who are in a licensed child care facility, 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. If both parents, guardians or grandparents having custody work for the City at the same City work site, only the first parent requesting will be entitled to leave under this provision.

Article VIII.
Additional Benefits

Section 1. Tuition Reimbursement

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

There is no tuition reimbursement for hourly benefited employees except for those requiring certification.

Section 2. Employee Personal Computer Purchase Plan

Any (non-probationary) full-time 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.

Section 3. 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.

Section 4. Employee Assistance Program

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

Article IX.
Appointments, Promotions, and Temporary Assignments

Section 1. Original 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.

Section 2. Appointment – Probationary Status

Full-Time employees are on probation for six months from the date of hire. During the probationary period, employee performance evaluations are required. A probationary employee may be terminated without appeal during the probationary period. The appointment is made to regular status at the end of the probationary period upon the recommendation of the 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.

Section 3. Promotional Appointment – Probationary Status

Full-Time employees on a promotional appointment are on probation for six months from the date of promotion. During the probationary period, employee performance evaluations are required. 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 in the promotional appointment, the City Manager may grant a one-time extension of the probationary period up to the length of the original probationary period. If the employee fails to satisfactorily complete the probationary period in the promotional position, the employee may return to the position held prior to promotion at the range and step held prior to promotion, if there is a vacancy in the prior position, unless they are terminated for cause.

Section 4. 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.

Section 5. 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.

Section 6. 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.

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 may be grounds for immediate termination. **(**See City Alcohol & Drug Abuse Policy*)*

Section 2. Computer Usage

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

Employees have no privacy rights or expectations thereto in any transmission created, received or sent using City property whether the employee is on working time or not. Routine searches or inspection of City property may include computer files, voice mail boxes or similar places where City property or City related information may be placed or stored, regardless of whether such places are locked or protected by access codes or passwords. (See City Electronic Media Policy*)*

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 has a zero tolerance policy for discrimination or harassment based upon race, color, national origin, ancestry, sex, sexual orientation, gender, gender identity, gender expression, physical disability, mental disability, medical condition, marital status, age (40 and over), religious creed, military and veteran status, reproductive health decision-making, or any other basis protected by law. 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.

<u>False Claims</u>: 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.

<u>Retaliation:</u> 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 City Harassment, Discrimination and Retaliation Policy*)*

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.

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 City property which is brought to or utilized by an employee in the workplace. This property includes, but is not limited to, City 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.

Section 6. 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 attach 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.

Section 7. 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.

Section 8. 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. In addition, City employees will also abide by the restrictions on gifts and honoraria, set forth by the Fair Political Practices Commission.

Section 9. Use of City Vehicles

City vehicles shall be used for official business only and only as authorized in the City's Vehicle Use Policy. Seat and shoulder belts are to be used at all times. Failure to follow this policy may result in disciplinary action. Employees must possess a valid California driver's license to operate a City vehicle or operate their own vehicle for City business.

Section 10. No Smoking in City Vehicles

Smoking is prohibited in City vehicles or while operating City equipment.

Section 11. Driver's License

Designated employees required to drive City vehicles in the line of duty will be enrolled in an DMV Employer Pull Notice Program. Enrollment in the Pull Notice Program will enable the City to learn of any citations or changes in the employee's driver's license which may impact their ability to drive as part of their work duties. Driver's License will be checked once a year for all other employees by the Human Resources Office. If a position requires a Commercial driver's license, the employee is responsible for obtaining the license. If an employee in another classification is requested by the City to obtain a commercial driver's 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.

Section 12. 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:

- $100,000 per person/$300,000 per occurrence or
- $300,000 combined single limit
- $25,000 property damage per occurrence **or**

California Insurance Code §11580.9(d) states that where two or more policies affording valid and collectible liability insurance apply to the same motor vehicle in an occurrence out of which a liability loss shall arise, it shall be conclusively presumed that the insurance afforded by that policy in which the motor vehicle is described or rated as an owned vehicle is primary and the insurance afforded by any other policy shall be excess.

If insurance coverage is canceled, terminated, lapsed, or curtailed for any reason, the vehicle operator must notify the immediate supervisor and the vehicle shall not be used for City service.

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).

Section 13. 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.

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.

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.

“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. 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.

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.

Article XII.
Appeal and Grievance Rights and Procedures

Section 1. Disciplinary 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 in accordance with the following procedures.

a. Procedures

(1) Within ten (10) calendar days of the receipt of a written notice for a suspension, demotion, or dismissal, the employee may submit a notice of appeal in writing to their Department Head.
(2) Within ten (10) calendar days following the receipt of the appeal from the employee, the Department Head will schedule a pre-disciplinary meeting.
(3) Following the pre-disciplinary meeting, within ten (10) calendar days, the Department Head will give consideration to the matter and inform the employee in writing as to whether the action of suspension, demotion, or dismissal has been affirmed, revoked, or modified.
(4) In the event the employee desires to appeal the decision to the City Manager, the employee may do so within ten (10) calendar days following the receipt of notification of such decision by submitting a written request to the City Manager.
(5) Within ten (10) calendar days following the receipt of appeal from the employee, the City Manager will schedule a meeting.
(6) The City Manager shall consider, discuss the appeal with the employee, and/or investigate as he/she deems appropriate, and shall within ten (10) calendar days of the meeting, submit their decision to the employee in writing. The decision of the City Manager shall be final.

Section 2. Grievance Procedure

a. Definition of a Grievance

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 that adversely affects the employee and that contains all of the information listed in the "Statement of the Grievance" below. The following procedure applies to all Association employees, unless the following apply: the employee is covered by another dispute resolution procedure applies to the dispute; or a discipline policy and procedure applies. The grievance procedure cannot be utilized to challenge the content of a performance evaluation.

b. Statement of the Grievance

A concern is not a grievance unless the affected employee is able to state each of the following: the date of the alleged violation; the specific provision(s) of the rule, regulation or provision that was allegedly violated; a description of all facts regarding how the alleged violation occurred; and a list of all persons who are witnesses or are involved. A Statement of the Grievance must be signed by the employee filing the grievance to certify that it is filed in good faith.

c. Timelines

Failure of the City to comply with the time limits of the grievance procedures allows the grievant to appeal to the next level of review. Failure of the grievant to comply with the time limits of the grievance procedures constitutes settlement and resolution of the grievance on the basis of the last disposition. The parties may extend time limits by mutual written agreement in advance of a deadline.

d. Procedures

(1) Step I - Informal Resolution with Supervisor: The employee must first work in good faith to resolve the grievance informally through discussion with their immediate supervisor no later than ten (10) days after the grievant first became aware of the facts or circumstances resulting in the filing of the grievance.

(2) Step II **-** Department Head/Director**:** If the employee believes that the grievance has not been resolved through Step I, the employee may submit a written Statement of the Grievance to their Department Head/Director The employee must submit the Statement of the Grievance within ten (10) days after the grievant first became aware that a grievance has occurred. The Department Director/Director shall consider, discuss the grievance with the grievant, and/or investigate as they deems appropriate, and shall, within ten (10) days of receipt of the written Statement of the Grievance, submit their decision in writing to the grievant.

(3) Step III - City Manager**:** If the employee believes that the grievance has not been resolved through Step II, the employee may appeal the grievance decision of the Department Head/Director to the City Manager. Such appeal must be filed within ten (10) days of the date of the Department Head/Director's written decision. The City Manager shall consider, discuss the grievance with the grievant, and/or investigate as he/she deems appropriate, and shall, within 10 (10) days of receipt of the written Statement of the Grievance, submit their decision in writing to the grievant. The decision of the City Manager shall be final.

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, military and veteran status, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition (cancer or genetic characteristics), marital status, sex (including gender and pregnancy), gender identity, gender expression, age, sexual orientation (including heterosexuality, homosexuality and bisexuality), reproductive health decision-making, 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.

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 and the City Personnel Policy and Procedures Manual (PPPM) and incorporated into the MOU by reference. If a provision in the personnel rules and procedures 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. 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 Management and Confidential Employees Association**
_____	_____
Jay Sarno, Mayor	Johnny Chavarria, President
_____	_____
Date	Date

APPENDIX

CONFIDENTIAL JOB TITLES	MANAGEMENT JOB TITLES
Account Clerk Supervisor	Administrative Services Officer
Accountant	Assistant Director of Community Development
Deputy City Clerk	Assistant Director of Finance
Finance Analyst	Assistant Director of Police Services
Finance Technician	Assistant Director of Public Works
Human Resources Analyst	Building Services Manager
Human Resources Specialist	Business Liaison
Payroll Specialist	City Clerk
Principal Accountant	Code Enforcement Manager
Public Information Officer	Community Services Manager
Risk Analyst	Economic Development Manager
Senior Accountant	Finance Manager
Senior Executive Assistant	Human Resource Manager
Senior Human Resources Analyst	Library Services Manager
	Parks and Recreation Services Manager
	Principal Civil Engineer
	Principal Planner
	Procurement Manager
	Public Works Manager
	Public Works Superintendent
	Revenue & Budget Manager
	Technology Services Manager
	Water Utility Manager

MEMORANDUM OF UNDERSTANDING

between the

CITY OF SANTA FE SPRINGS

and the

SANTA FE SPRINGS EXECUTIVE MANAGEMENT ASSOCIATION

July 1, 2024 - June 30, 2027

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PREAMBLE

Pursuant to Government Code Section 3500 *et seq.,* representatives of the City of Santa Fe Springs ("City") have met and conferred in good faith with representatives of the **Santa Fe Springs Executive Management Association** and have reached an agreement to recommend that the City Council take the actions identified in this comprehensive Memorandum of Understanding (hereafter either "Memorandum," "MOU" or "Agreement"). Upon ratification of this Comprehensive MOU by a majority vote of the bargaining unit membership as well as adoption by the City Council, all terms and conditions set forth herein shall become binding. Except as otherwise modified herein, existing wages, hours, and other terms and conditions for employment shall remain in full force and effect.

ARTICLE I – IMPLEMENTATION

SECTION A - TERM

Period Covered. . July 1, 2024 and June 30, 2027

SECTION B - RECOGNITION

The **Santa Fe Springs Executive Management Association (SFSEMA)**, is the exclusive representative of the executive managers, who are "at-will" employees, in a bargaining unit for the purpose of meeting and conferring over wages, hours, and terms and conditions of employment. However, the entering into this MOU does not confer a property right and/or any rights that are not provided by law or specifically enumerated in this agreement.

SECTION C - PROVISIONS Of LAW AND SEVERABILITY CLAUSE

Except as modified herein, all relevant federal, state, and local laws apply. Should any provisions of this MOU be found to be in violation of any law, rule or regulation, the remaining provisions will remain in full force and effect for the duration of this MOU.

SECTION D - PROFESSIONAL COMMITMENT

International City/County Management Association Code of Ethics:

1. The Parties acknowledge that the Executive Management employees are committed to the ideals of the International City/County Management Association ("ICMA"). The Parties mutually desire that the Executive Management employees are subject to and comply with the ICMA Code of Ethics. The City and the City Council agree that neither the City Council nor any of its members will give the Executive Management employees any order, direction, or request that would require the Executive Management employees to violate the ICMA Code of Ethics.

City Council Commitments:

1. The City Council sets policy for the governance and administration of the City, and it implements its policies through the City Manager.
2. Except for the purpose of inquiry, the City Council and its members shall deal with all subordinate City employees and officers solely through the City Manager or the City

Manager's designee, and neither the City Council nor any member thereof shall give orders to any subordinate of the City Manager, either publicly or privately.

3. Except for the purpose of inquiry, the City Council and its members shall deal with all contractors and consultants solely through the City Manager or the City Manager's designee, and neither the City Council nor any member thereof shall give orders to any contracted third party of the City, either publicly or privately.
4. The City Council agrees none of its individual members will order the appointment or removal of any person to any office or employment under the supervision and control of the City Manager.
5. The City Council agrees to proactively create and maintain a respectful, safe, and comfortable workplace, free of harassment, retaliation, or discrimination, where individual differences are welcomed and valued.
6. The City Council agrees that any criticism of a City staff member, including the City Manager, shall not be done publicly through any communication medium, both virtually and physically, but shall be done privately through the City Manager.
7. The City Council agrees that all communication, both written and oral, with the City Manager and all subordinate employees shall be done with respect and dignity to promote an environment of civility and professionalism.
8. Neither the City Council nor any of its members shall interfere with the execution of the powers and duties of the City Manager. The City Manager shall take orders and instructions from the City Council in accordance with the Santa Fe Springs Municipal Code § 31.10.

SECTION E - INCORPORATION OF CITY CODE, RULES, AND POLICIES

This MOU memorializes changes in terms and conditions for members of the Executive Management bargaining unit as well as modifications of certain existing City codes, rules, and policies.

Incorporation of City code, rules, and policies have been adopted during *"Meet and Confer"* sessions and shall be considered adopted by reference in this MOU.

Unless the parties mutually and voluntarily agree to do so, neither party shall be obligated to negotiate over matters covered by, or within the scope of, this Agreement, during the term of this Agreement.

SECTION F - FIRE CHIEF "CARVE OUT"

Fringe benefits and working conditions contained herein apply to the Fire Chief, except where such fringe benefits and working conditions are inconsistent with the fringe benefits and terms of working conditions received by the Fire Chief as a member of the Santa Fe Springs Firefighters Association immediately prior to being promoted to the position of Fire Chief. To that end, the Fire Chief will retain any benefits previously provided that are not so enumerated in this MOU. Any Fire Chief hired who is not a current employee of the Santa Fe Springs Department of Fire-Rescue, will follow the SFSEMA MOU benefits and terms of working conditions as they exist at the time of hire.

SECTION G - FULL UNDERSTANDING, MODIFICATION AND WAIVER

It is the purpose of this MOU to promote and provide for harmonious relations, cooperation, and understanding between Management and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum; and to set forth the understanding of the parties reached as a result of good faith negotiations regarding wages, hours and other terms and conditions of employment covered by this Memorandum. This Memorandum of Understanding memorializes the terms and conditions for members

of the bargaining unit as well as modifications of other existing City rules and policies. All other City rules, policies, and regulations shall be considered incorporated, by reference, in this MOU. Unless the parties mutually and voluntarily agree to do so, neither may be obligated to negotiate over matters covered by this Agreement or over other matters within the scope during the term of this Agreement.

ARTICLE II – COMPENSATION

SECTION A – COMPENSATION PLAN

Executive Management 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.

SECTION B – WAGES

The City and the Executive Management Association agree that each classification represented by this Agreement shall receive the following Cost of Living Adjustments (COLA):

1. 3% COLA, effective the pay period that includes July 1, 2024
2. 3% COLA, effective the pay period that includes July 1, 2025
3. 2% COLA, effective first pay period that includes July 1, 2026

SECTION C - SALARY RANGES

Salary Matrix - Positions covered under this MOU shall be placed on the new salary range (Steps) as follows:

1. Members covered under this MOU will be placed at the appropriate Step, within the salary range at the time of City Council approval of this MOU without being less than their current rate of pay.

a. Effective the pay period that includes July 1, 2024, the new 10-step pay range from the compensation study will go into effect.

* See the City Salary Schedule

2. Members will be eligible for a step increase annually on their work anniversary.

a. The City Manager may place the employee at any step in the range based on the Executive Management employee's skills, experience, knowledge, and/or combination of abilities.

b. The City Manager reserves the right to increase an employee's salary by one (1) step, two (2) steps or beyond within the adopted salary range based on their performance evaluation.

c. Should other employee groups receive cost of living salary adjustments during the effective term of the MOU, then the Executive Management employees shall also receive the average of the adjustments across all groups at the time they become effective

d. Members shall be eligible for an annual, non-base pay building, non-PERSable merit-based incentive pay stipend if the member is at the maximum step of the salary range. The incentive is performance-based and under the sole discretion of the City Manager.

Directors, including the Fire Chief, can receive up to four thousand ($4,000) dollars and will be paid on the employee's anniversary date of each year for which the member qualifies. The Assistant City Manager can receive up to six thousand ($6,000) dollars and will be paid on the employee's anniversary date of each year for which they qualify.

SECTION D - LONGEVITY COMPENSATION

Executive Management employees are entitled to the following longevity increments: 2% at 10 years of service (completion of 9 years), 2% at 15 years of service (completion of 14 years), 3% at 20 years of service (completion of 19 years), and 2% at 25 years (completion of 24 years) of service for a total cumulative rate of 9% at 25 years of service.

Executive Management employee longevity calculations will include full-time years of previous work experience plus any verifiable prior collective public service with another public agency as an active, full-time employee shall count for the purpose of longevity pay or benefits eligibility.

SECTION E - DEFERRED COMPENSATION

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 matches contributions by full-time employees to the City's Deferred Compensation Plan at a rate of *1:1 up to a maximum of 3%. MissionSquare Retirement is the record-keeper and third-party administrator of the 457(b) plan and 401(a) Plan. Employee matching is contributed towards 401(a) plan. *Ratio: City: Employee.

Specifics concerning program application and investment options change periodically. The most current information can be obtained from the Human Resources Office.

SECTION F – MANAGEMENT INCENTIVE PAY

The City Manager may approve a 5 1⁄2% Management 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.

SECTION G - TECHNOLOGY STIPEND

Executive Management employees shall receive a monthly technology stipend of one hundred and fifty ($150.00) dollars only if the employee does not accept a City provided cellular phone.

SECTION H - AUTO ALLOWANCE

Executive Management employees shall receive a monthly auto allowance of five hundred ($500.00) dollars in-lieu of a City-provided vehicle. The Fire Chief and Director of Police Services will have the option of a City-provided vehicle or the monthly auto allowance of five hundred dollars ($500.00), but not both.

SECTION I - BILINGUAL PAY

Bilingual pay may be paid to employees 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 for Spanish currently is granted at the level needed for the position and as designated:

Level 1	Ability to speak and understand (basic)	$100 per month	Oral test every two (2) years
Level 2	Ability to speak and understand (fluently)	$175 per month	Oral test every four (4) years
Level 3	Ability to speak, understand, read, and write (fluently)	$250 per month	Oral and written test every four (4) years

Bilingual pay will be paid for the following additional languages – Chinese, Tagalog, Vietnamese and Korean.

SECTION J - SEVERANCE PAY

An Executive Management employee whose position is abolished or vacated by a reduction in workload or lack of funds, or by mutual consent for convenience by the City Manager, or who is involuntarily removed from their position without cause will receive, upon termination, severance pay. Within thirty (30) days of the Executive Management employee's removal, the City shall pay a lump sum amount of six (6) months of the employee's base salary. Executive Managers who are terminated with cause shall not be entitled to any severance.

The Executive Management employee can only be terminated without cause by a permanent City Manager. That is, an individual serving in the role of “Acting” or “Interim” or serving in any capacity other than a permanently appointed city manager shall not have the authority to terminate the executive management employee without cause.

If the Executive Management Employee is terminated without cause within sixty (60) days prior to or following any City Council election, the employee shall be entitled to additional severance pay of three (3) months in addition to the severance pay described above. Such severance pay described in this section shall be paid in a single, lump-sum payment.

The displaced Employee shall also receive paid health, dental and vision insurance (at the Employee’s current coverage) or shall continue to receive the amount of the Health Insurance Cash-Out the displaced Employee was receiving at the time of separation. The amount of paid health/dental/vision insurance coverage or Health Insurance Cash Out shall be equal to the length of the severance pay that was granted under this section.

In consideration of receipt of the severance pay and benefits described in this section, the terminated Executive Management Employee will be required to sign a separation agreement provided by the City Attorney.

ARTICLE III- MEDICAL, DENTAL, VISION & ADDITIONAL INSURANCES

SECTION A - MEDICAL INSURANCE

The City contracts with the California Public Employees' Retirement System (CalPERS). An employee, spouses, registered domestic partners, and dependents are eligible for this benefit. A dependent may remain on the plan until age 26. If a dependent is qualified as disabled, the dependent may remain on the plan past their 26th birthday pending the approval from CalPERS Health Benefits Division.

An open enrollment period is held annually in the fall to permit employees to change plans and add/delete dependents.

The City's medical contribution cap will be adjusted January 1, 2025; January 1, 2026; January 1, 2027;, to match the Kaiser (Region 3 rates for Los Angeles County).

The City contribution to medical premiums effective January 2024 is $2,250.07 *(2024 Kaiser Region 3 / Fam Coverage)*

Health Insurance Cash-Out:

1. Requirements for an Executive Management 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.
2. Upon proof of coverage of insurance, the employee may opt out of City-provided insurance coverage. In such a case, the Executive Management employee with an "opt-out" arrangement with the City shall receive the monthly cash equivalent of eighty percent (80%) of the CalPERS Kaiser Los Angeles Region 3 monthly premium. All opt-out arrangements shall be consistent with the employee's eligibility for contributions based upon the size of the employee's household.

SECTION B - DENTAL INSURANCE

The City contracts with Delta Dental Insurance. The City offers two options: Delta Care and Delta Premiere. The City pays the full premium for employees and eligible dependents in an HMO (Delta Care) Plan. An open enrollment period is held annually to permit employees to change plans and add/delete dependents. Employees who elect to receive Delta Dental PPO coverage shall contribute fifty dollars ($50) per month towards the monthly premium. A dependent may remain on the plan until age 26. Retired full-time

employees may continue dental coverage for themselves, their spouses, and eligible dependents, with the entire cost borne by the retiree.

SECTION C - VISION PLAN

The City has a vision care plan for full-time employees, spouses, registered domestic partners and dependents up to the age of 26, consistent with the Affordable Care Act (ACA). There is a $20 deductible for eye examinations and no deductible for frames, lenses, contact lenses, or vision therapy. The employee reimbursement cap is $450 per fiscal year; the spouse, registered domestic partner and other dependents are capped at $400 per person per fiscal year. Employees and eligible dependents may choose laser surgery in lieu of receiving an annual reimbursement for four years. Employees are eligible for $1,400 reimbursement for laser surgery and eligible dependents are eligible for $1,200 reimbursement. If the employee retires or resigns during the four-year reimbursement period, the employee is responsible for reimbursing the City the prorated difference for him/herself and dependents. Prior to receiving the funds, the employee must enter into an agreement that the employee will reimburse the City, in full, within 90 days of separation if the employee has not fully reimbursed the City by the date of the employee's separation.

SECTION D - LIFE INSURANCE

Executive Management employees shall be provided Basic Life and Accidental Death & Dismemberment Insurance under a group policy. The basic amount specified in the group contract is $150,000.

Executive Management employees may elect additional life insurance and authorize payroll deduction for any premium costs related to policy coverage in excess of the basic amount (including dependent coverage).

SECTION E - 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. Executive Management employees are eligible at the time of employment. The premium is paid in full by the City. There is a 60-day elimination period for this insurance. If your claim is accepted, you will be paid two-thirds of your monthly salary up to 24 months. Sick leave, Workers' Compensation, and PERS payments are integrated into this amount. If the employee dies during a period for which the benefits are payable, three (3) 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.

The City does not pay into the State Disability system. This plan is used in lieu of State Disability.

ARTICLE IV – LEAVE ACCRUALS

SECTION A - VACATION LEAVE ACCRUAL

Accrual: Employees covered under this MOU shall accrue vacation leave in the amounts listed below. Vacation hours shall be accrued based on continuous years of service

Initial vacation accrual is based on the employees date of hire. If an employee is hired before the 15th of the month, the employee will begin accruing hours; If an employee is hired on the 16th through the end of the month, the employee will not accrue vacation leave.

CONTINOUS YEARS OF SERVICE (MONTHS)	ACCRUAL PER MONTH
0 – 1 years	6.64 hours
1 – 2 years	7.52 hours
2 – 3 years	8.32 hours
3 – 4 years	9.20 hours
4 – 5 years	10.00 hours
5 – 6 years	10.32 hours
6 – 7 years	10.64 hours
7 – 8 years	11.04 hours
8 – 9 years	11.36 hours
9 – 10 years	11.68 hours
10 – 11 years	12.00 hours
11 – 12 years	12.32 hours
12 – 13 years	12.64 hours
13 – 14 years	12.96 hours
14 – 15+ years	13.28 hours
20+ years	14.0 hours

The City Manager may authorize leave accrual effective on the incumbent's total, prior years of service with other public agencies.

Executive management employees may accumulate 320 vacation hours in their vacation bank.

Executive Management employees that exceed their maximum vacation cap as of June 30, will be cashed out for any time in excess of 320 hours. The City shall cash out hours above the maximum vacation cap on the first full pay period in July.

Executive Management employees who have extenuating circumstances can request the maximum accrual cap be temporarily lifted due to an anticipated parenthood leave, extended medical leave, or similar situation. The request to receive a temporary reprieve from the vacation accrual cap without cash out may only be granted by the City Manager.

Accrued vacation leave will be paid out at separation from the City at the employee's current base rate of pay including all PERSable pay incentives.

Annual Vacation Leave Cash-Out: Employees shall have the option of converting accrued Vacation Leave to cash on an hour-for-hour basis subject to the following:

1. To cash out Vacation Leave hours, an employee must make an irrevocable election on or before December 31st of each calendar year in order to receive cash for Vacation Leave hours in the following calendar year.
2. The accrued Vacation Leave hours cash out will only be given to those employees who have made the affirmative election on or before the deadline by completing a form provided by the Finance Department.
3. A maximum of one hundred and sixty (160) vacation hours may be cashed out per year. However, an employee must retain a minimum balance of 40 hours in their vacation bank at the time of cash-out.
4. Employees will receive the cash out once per year, on the regular pay date, during the first full pay period in July.
5. Employees may choose to convert up to one hundred and sixty (160) hours of Vacation Leave to a defined contribution plan at the maximum contribution limit amount set by the IRS.
6. Vacation Leave shall be paid out at the member's current base rate of pay including all PERSable pay incentives.

SECTION B - SICK LEAVE ACCRUAL

Accrual and Cap: Employees covered under this MOU shall accrue sick leave and shall have maximum sick leave accrual cap in the amounts listed below.

ACCRUAL PER MONTH	ANNUAL ACCRUAL	ACCRUAL CAP
8.00 hours	96 hours	960 hours

Executive Management 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.

Sick leave may be utilized for:

1. Personal illness or injury of the employee;
2. Authorized emergency leave; Serious illness or injury of the employee's spouse, state registered domestic partner, or child, parents, siblings, grandparents, any of which that reside in the unit employee's residence (in accordance with Labor Code § 233);
3. Where an employee which is a victim of domestic violence, sexual assault, or stalking, for the purposes described in Labor Code § 230(c) and 230.1(a);
4. Cases of quarantine;
5. Where exposure to contagious diseases would endanger the health of other employees.

Sick leave-related rules:

1. Sick leave may be taken in increments of one-half (1/2) hour or more.
2. Sick leave may not be used for disapproved vacation leave.
3. For absences of over three (3) days, a medical certificate from a qualified physician may be required.
4. In order to receive compensation while absent on sick leave, except in an emergency or due to extenuating circumstances, the employee shall provide notice, at least one (1) hour prior to employee's scheduled shift/start time. In an emergency, the employee shall report as soon as the situation reasonably allows.

Sick leave cash-out options at separation:

1. Sick Leave Cash-Out
   a. Upon separation of employment, 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.
2. Sick Leave Conversion to Service Credit
   a. Executive Management employees who accumulate excess sick leave in an individual retirement credit account in excess of 960 hours may use the balance in the account, along with other accumulated sick leave, to be applied to the Retirement "Sick Leave Credit" benefit upon the employee's retirement.
3. Sick Leave Cash-Out
   a. The City will pay out the Executive Management employees unused sick leave banks at 25% of the employee's current base hourly rate of pay.

During the period of this MOU, the City agrees to look into ways to maximize the unused sick leave contributions, possibly through a 401(a) plan.

SECTION C - HOLIDAY BANK

City observed holidays:

1. New Year's Day - January 1st
2. Martin Luther King Jr. Day - Third Monday in January
3. Lincoln's Birthday - Second Monday in February
4. Presidents Day - Third Monday in February
5. Cesar Chavez Birthday - March 31
6. Memorial Day - Last Monday in May
7. Juneteenth - June 19th
8. Independence Day - July 4th
9. Labor Day - First Monday in September
10. Veteran's Day - November 11th
11. Thanksgiving Day - Fourth Thursday in November
12. Day after Thanksgiving - Fourth Friday in November
13. Day before Christmas - December 24
14. Christmas Day - December 25th

•Every day appointed by the President or Governor as a holiday

Observation of holidays:

1. Designated holidays falling on a Monday through Thursday shall be observed by the City on the actual date of the designated holiday.
2. Designated holidays falling on a Friday, Saturday, or Sunday those hours will be banked to each employee's holiday bank for use upon request and approval or cashed out during the second (2nd) pay period in January if unused.
3. In the event an employee is allowed time off in conjunction with the holiday, the employee shall select the appropriate account to be debited which may include holiday, vacation, sick, in order to receive full compensation for actual hours not worked on a holiday.

Employees separating from the City:

1. Executive Management employees who leave City employment shall be paid a pro-rated amount of unused holiday time.

a. If an employee terminates employment prior to the holiday(s) on which time would have been earned, those credited hours will be reimbursed to the City on the employee's final paycheck.
b. If an employee terminates employment after the holiday(s) on which time has been earned, the unused hours shall be paid by the City on the employee's final paycheck.
c. If the employee has exhausted their holiday bank, then the equivalent hours will be taken from existing accruals, excluding sick leave.

SECTION D - EXECUTIVE LEAVE

Executive Management members will receive eighty (80) hours of Executive Leave in the first full pay period of each fiscal year. As of June 30 of each year, all unused Executive Leave will be paid out to the employee at their current base rate of pay, including all PERSable pay incentives.

SECTION E - BEREAVEMENT LEAVE

Executive Management employees are entitled to a maximum absence of five (5) days, three (3) paid days and two (2) unpaid days, for bereavement purposes in the event of the death of a member of the immediate family. 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 City Manager or his designee.

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. Executive Management employees will be allowed bereavement leave to care for a minor child (under 18 years old), in the employee's sole custody, to a funeral service if the parent of the child who is not defined as a member of the employee's immediate family (e.g. such as an ex-spouse) passes away

SECTION F - 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 of work scheduled. 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. On a case-by-case basis, the City Manager may extend said leave of absence with pay for jury duty.

SECTION G - LEAVE DEDUCTIONS

Executive Management employees shall not be deducted leave time (either sick, vacation, flexible, or executive leave as appropriate) for absences from work for periods of less than two hours. Under extenuating circumstances, the City Manager shall have the authority to approve absences of up to four hours without requiring a charge against an employee's leave bank.

ARTICLE V - RETIREMENT

SECTION A - CalPERS RETIREMENT TIERS

The City offers a defined retirement benefit plan through the California Public Employees' Retirement System ("CalPERS"). There are three (3) tiers of the retirement benefit plan depending on the date of hire

and/or status as a "new member", as defined by the Government Code, which defines the employee contribution/cost sharing as follows:

1. **Retirement Tier 1:** For employees hired prior to November 19, 2012 (Classic Members, Tier 1), the City shall provide the CalPERS 2.7% @ 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:
   a. Retirement Benefit Formula - 2.7% @ age 55 Formula for Local Miscellaneous Members (Government Code § 21354.5).
   b. To be eligible for service retirement, you must be at least age 50 and have a minimum of five years of CalPERS-credited service.
   c. 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 § 20516).
   d. 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 § 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).
   e. Death Benefits - Pre-Retirement Death Benefits to continue after marriage of survivor (Government Code § 21551).
   f. 1959 Survivor Benefit Level 4 – provides a monthly benefit for eligible survivor(s) who are not covered by social security (Government Code § 21574).
   g. Additional Service Credit of 2 years for Local Miscellaneous Members (Government Code § 20903).
   h. Military Service Credit as Public Service (Government Code Section 21024).
   i. 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 § 20965).
   j. Final Compensation - The average full-time monthly pay rate for the highest 12 consecutive month period (Government Code § 20042). If service is coordinated with Social Security, the member is subject to the $133.33 reduction in final compensation.
   k. 2% Annual Cost of Living Allowance Increase (Government Code Section 21329).
   l. 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 § 21620).
   m. Prior Service Credit (Government Code § 20055). Service credit payment by payroll deduction is pre-tax.

2. **Retirement Tier 2:** For employees hired between November 19, 2012 and December 31, 2012, the City shall provide the CalPERS 2.0% @ 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:
   a. Retirement Benefit Formula - 2.0% @ age 55 Formula for Local Miscellaneous Members (Government Code § 21354.5).

b. To be eligible for service retirement, you must be at least age 50 and have a minimum of five years of CalPERS-credited service.
c. Employee Contribution – Full-time employees pay seven percent (7%) member contribution.
d. Death Benefits - Pre-Retirement Death Benefits to continue after marriage of survivor (Government Code § 21551).
e. 1959 Survivor Benefit Level 4 – provides a monthly benefit for eligible survivor(s) who are not covered by social security (Government Code § 21574).
f. Additional Service Credit of 2 years for Local Miscellaneous Members (Government Code § 20903).
g. Military Service Credit as Public Service (Government Code Section 21024).
h. 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 § 20965).
i. Final Compensation - The average annual compensation earnable by the member during the 36-month period of employment (Government Code § 20037). If service is coordinated with Social Security, member is subject to the $133.33 reduction in final compensation.
j. 2% Annual Cost of Living Allowance Increase (Government Code Section 21329).
k. 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 § 21620).
l. Prior Service Credit (Government Code § 20055). Service credit payment by payroll deduction is pre-tax.

3. **Retirement - PEPRA:** 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 Cal PERS Members with retirement benefits in accordance with PEPRA, including:

a. Retirement Benefit Formula – 2% @ age 62 Formula for Local Miscellaneous Members (Government Code § 7522.20).
b. To be eligible for service retirement, you must be at least age 52 and have a minimum of five years of CalPERS-credited service.
c. Employee Contribution – Full-time employees pay the member contribution of fifty percent (50%) of normal cost as determined by CalPERS.
d. Death Benefits - Pre-Retirement Death Benefits to continue after marriage of survivor (Government Code § 21551).
e. 1959 Survivor Benefit Level 4 – provides a monthly benefit for eligible survivor(s) who are not covered by social security (Government Code § 21574).
f. Additional Service Credit of 2 years for Local Miscellaneous Members (Government Code § 20903).
g. Military Service Credit as Public Service (Government Code Section 21024).
h. 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 §

20965).

i. Final Compensation – The highest average annual compensation earnable by the member during the consecutive 36-month period of employment (Government Code § 20037).
j. 2% Annual Cost of Living Allowance Increase (Government Code Section 21329).
k. 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 § 21620).
l. Prior Service Credit (Government Code § 20055). Service credit payment by payroll deduction is pre-tax.

ARTICLE VI- POST RETIREMENT BENEFIT

SECTION A - RETIREE MEDICAL BENEFITS

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

The City contribution to medical premiums for retirees, effective January 2024 is $2,250.07 *(2024 Kaiser Region 3 / Fam Coverage)*

All full-time members commencing the month following one full month of retirement and continuing through the period prescribed by law, receive the minimum employer health premium contribution as prescribed by Government Code § 22892 of the Public Employees' Medical and Hospital Care Act (PEMHCA). The retiree may remain enrolled in an eligible health benefit plan in order for the City to be obligated to pay the prescribed premium. If the employee provides the City with a qualified "opt- out" based upon the existence of qualifying insurance coverage, the employee may elect to receive the monthly cash equivalent of eighty percent (80%) of the CalPERS Kaiser Los Angeles Region 3 monthly premium. All opt-out arrangements shall be consistent with the employee's eligibility for contributions based upon the size of the employee's household.

ARTICLE VII - MISCELLANEOUS PROVISIONS

SECTION A - PHYSICAL EXAMINATIONS

Executive Management Employees shall annually receive a City-paid comprehensive physical medical examination from Scripps Center for Executive Health, or comparable service provider as authorized by the City Manager. The City shall pay the cost of the "Whole Person Examination" and shall cover the cost of lodging for one night on a reimbursement basis upon presentation of appropriate document and receipts.

SECTION B - TUITION REIMBURSEMENT

Executive Management employees shall be eligible for tuition advancement or reimbursement of pre-approved education or professional development expenses up to the maximum of $4,000 per fiscal year. Eligible fees include tuition and textbooks. All other fees are subject to approval by the City. School supplies are not reimbursable. The employee must complete the course(s) listed on the tuition reimbursement agreement with a passing grade of "C" or better or pass/fail. The employee must remain employed with the City after completion of the course for a period of one year, or refund to the City the full amount reimbursed for the course(s). Prior to receiving the funds, the employee must enter into an

agreement with the City that the employee will reimburse the City in full within 90 days of separation if the employee's employment is terminated before the end of the one-year period.

SECTION C - PERSONAL COMPUTER PURCHASE PLAN

Executive Management employees are 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. Prior to receiving the funds, the employee must enter into an agreement that the employee will reimburse the City, in full, within 90 days of separation if the employee has not fully reimbursed the City by the date of the employee's separation.

SECTION D - SECTION 125 PROGRAM

Executive Management employees are eligible for 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.

SECTION E - MANAGEMENT RIGHTS

Nothing in this agreement shall be construed to prohibit the City from exercising all management rights and prerogatives except those expressly waived in this agreement. The City has all rights to manage the City, including the establishing of rules, directives, and orders except those expressly waived by this agreement. It is recognized that, except as expressly provided in this agreement, the City shall retain whatever rights and authority are necessary for it to operate and direct affairs of the City in all of its various aspects, including but not limited to the right to direct the working forces; to plan, direct and control operations and services of the City; to determine the methods, means, organization, and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, suspend, discipline, or discharge in compliance with employment law; to make and enforce.

SECTION F - AVOIDANCE OF INEQUITIES

The City Manager shall possess the authority to promote equity and equality, directly and indirectly, to reduce instances of poverty. The authority of the City Manager shall encompass but not limited: to adjustment of the distribution of unequal and/or unjust resources and opportunities among employees of City of Santa Fe Springs, to treat people uniquely by public policy to compensate for different circumstances, to adjust pay increases wherein inequity is present, to boost social cohesion and reduce political conflict.

SECTION G - SHARED AGREEMENT CLAUSE

Nothing in this Agreement shall limit the Parties' ability to mutually agree, in writing, to implement different terms than those provided in this Agreement.

ARTICLE VIII - 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.

_____

Chad Van Meeteren **Date**
Santa Fe Springs Executive Management Association

_____

Jay Sarno **Date**
Mayor

APPENDIX

JOB TITLES
Assistant City Manager
Director of Community Development
Director of Community Services
Director of Economic Development
Director of Finance
Director of Parks and Recreation
Director of Police Services
Fire Chief

ITEM A

CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Nicholas T. Razo, Assistant City Manager

SUBJECT: **CITY COUNCIL APPOINTMENT REGARDING PERSONNEL ADVISORY BOARD**

DATE: June 4, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1) Appoint an individual to serve on a personnel advisory board to hear a personnel matter.

2) Take such additional, related, action that may be desirable.

FISCAL IMPACT

N/A

BACKGROUND

Pursuant to a process stipulated to by an employee relating to the hearing of a personnel matter, staff requests that City Council appoint one person to serve as a member of the personnel advisory board that will hear the employee's matter.

ENVIRONMENTAL

N/A

SUMMARY/NEXT STEPS

Upon the appointment by the City Council of one member, the constituted personnel advisory board will be tasked with hearing the personnel matter.

ATTACHMENT(S):

N/A

ITEM STATUS:	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

FOR ITEM # 6, PLEASE SEE ITEM # 12

ITEM # 7

CITY OF SANTA FE SPRINGS

PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Lana Dich, Director of Finance & Administrative Services

SUBJECT: **MONTHLY REPORT ON THE STATUS OF DEBT INSTRUMENTS ISSUED THROUGH THE CITY OF SANTA FE SPRINGS PUBLIC FINANCING AUTHORITY (PFA)**

DATE: June 4, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1) Receive and file the report.

FISCAL IMPACT

None.

BACKGROUND/DISCUSSION

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 4/30/2024	None
Outstanding principal at 4/30/2024	$35,908,028

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.

ANALYSIS

The report is presented for informational purposes only.

ENVIRONMENTAL

N/A

SUMMARY/NEXT STEPS

The Successor Agency will continue to request sufficient distributions from the RPTTF to make required bond payments through maturity on September 1, 2028.

ATTACHMENT(S):

None.

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐

FOR ITEM # 8, PLEASE SEE ITEM # 12

ITEM # 9

CITY OF SANTA FE SPRINGS

WATER UTILITY AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Lana Dich, Director of Finance

SUBJECT: **MONTHLY REPORT ON THE STATUS OF DEBT INSTRUMENTS ISSUED THROUGH THE CITY OF SANTA FE SPRINGS WATER UTILITY AUTHORITY (WUA)**

DATE: June 4, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1) Receive and file the report.

FISCAL IMPACT

None.

BACKGROUND/DISCUSSION

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 4/30/2024	None
Outstanding principal at 4/30/2024	$6,890,000
Water Revenue Bonds, 2018	
Financing proceeds available for appropriation at 4/30/2024	None
Outstanding principal at 4/30/2024	$610,000

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 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.

ANALYSIS

The report is presented for informational purposes only.

ENVIRONMENTAL

N/A

SUMMARY/NEXT STEPS

The WUA 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.

ATTACHMENT(S):

None.

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐

FOR ITEM # 10, PLEASE SEE ITEM # 12

FOR ITEM # 11, PLEASE SEE ITEM # 12

ITEM # 12

CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Fernando N. Muñoz, CMC, Deputy City Clerk

SUBJECT: **MINUTES OF THE MAY 7 AND 21, 2024 SPECIAL AND REGULAR CITY COUNCIL MEETINGS**

DATE: June 4, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1) Approve the minutes as submitted.

FISCAL IMPACT

N/A

BACKGROUND

Staff has prepared minutes for the following meeting:

- Regular Council Meeting of May 7, 2024
- Special Council Meeting of May 21, 2024
- Regular Council Meeting of May 21, 2024

ANALYSIS

N/A

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

N/A

ATTACHMENT(S):

A. May 7, 2024 Regular Meeting Minutes
B. May 21, 2024 Special Meeting Minutes
C. May 21, 2024 Regular Meeting Minutes

ITEM STATUS:	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

APPROVED:

MINUTES OF THE MEETINGS OF THE CITY COUNCIL

May 7, 2024

CALL TO ORDER
Mayor Sarno called the meeting to order at 6:01 p.m.

ROLL CALL
Members present: Councilmembers/Directors: Martin, Rodriguez, Mayor Pro Tem/Vice Chair Rounds, and Mayor/Chair Sarno.

Members absent: Councilmember/Director Zamora.

INVOCATION
Cindy Jarvis led the invocation.

PLEDGE OF ALLEGIANCE
Youth Leadership Committee members led the pledge of allegiance.

INTRODUCTIONS
Mayor Sarno introduced the following members from the Chamber of Commerce:
1. Jorge Herrera Avila from Republic Services
2. Kathie Fink from Santa Fe Springs Chamber of Commerce
3. Youth Enrichment Fund Board of Directors

PRESENTATIONS
1. ADVISORY COMMITTEE REPORT – PARKS AND RECREATION

2. RECOGNITION OF THE 2024 WOMEN OF ACHIEVEMENT OF SENATE DISTRICT 30 (COMMUNITY SERVICES)

3. RECOGNITION OF 2024 ART FEST SPONSORS (COMMUNITY SERVICES)

4. PROCLAMING THE WEEK OF MAY 12-18, 2024 AS "NATIONAL POLICE WEEK" (POLICE SERVICES)

5. PROCLAIMING THE WEEK OF MAY 19-25, 2024 AS "NATIONAL PUBLIC WORKS WEEK" (PUBLIC WORKS)

CHANGES TO AGENDA
There were no changes.

PUBLIC COMMENTS
The following people spoke during public comments: 1) Earl Knudson, 2) Priscilla Rodriguez & Isabel Cervantes, and 3) Francis Carbajal.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST
None

HOUSING SUCCESSOR, SUCCESSOR AGENCY, AND CITY COUNCIL AGENDA

PUBLIC HEARING

6. RESOLUTION NO. 9906 – FULL STREET VACATION OF KOONTZ AVENUE SOUTH OF FLORENCE AVENUE (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

1) Find and determine that the proposed street vacation, as described in the City Engineer's Report and on Attachment A, is unnecessary for present or prospective public use as a public street; and

2) Find that the vacation of Koontz Avenue was previously analyzed under CEQA in connection with Tentative Tract Map No. 84116 and Development Plan Approval Case Nos. 1000 and 1001; and

3) Conduct the public hearing and adopt Resolution No. 9906, ordering the vacation of Koontz Avenue, south of Florence Avenue; and

4) Authorize the City Manager to execute the quitclaim deed to the Property Developer; and

5) Take such additional, related action that may be desirable.

Mayor Sarno opened the public hearing at: 7:08 p.m.

There was no one wishing to speak.

Mayor Sarno closed the public hearing at: 7:08 p.m.

It was moved by Councilmember Martin, seconded by Councilmember Rodriguez, to find and determine that the proposed street vacation, as described in the City Engineer's Report and on Attachment A, is unnecessary for present or prospective public use as a public street, find that the vacation of Koontz Avenue was previously analyzed under CEQA in connection with Tentative Tract Map No. 84116 and Development Plan Approval Case Nos. 1000 and 1001, adopt Resolution No. 9906, ordering the vacation of Koontz Avenue, south of Florence Avenue, authorize the City Manager to execute the quitclaim deed to the Property Developer, and take such additional, related action that may be desirable, by the following vote:

Ayes: Martin, Rodriguez, Rounds, Sarno
Nayes: None
Absent: Zamora
Recused: None

7. INTRODUCTION OF ORDINANCE TO AMEND TITLE 15 (LAND USE), CHAPTER 155 (ZONING) OF THE MUNICIPAL CODE FOR TEMPORARY TRUCK, TRAILER, CHASSIS, AND/OR CONTAINER STORAGE, AND DETERMINE THAT THE ACTION IS EXEMPT UNDER CEQA (PLANNING)

RECOMMENDATION: It is recommended that the City Council:

1) Open the Public Hearing and receive the written and oral staff report and any comments from the public regarding the proposed ordinance to amend the Santa Fe Springs Municipal Code for temporary truck, trailer, chassis, and/or container storage; and

2) Find and determine that the Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), which indicates that CEQA only applies to projects that have a "significant effect on the environment" as defined in Public Resources Code Section 21068 and in CEQA Guidelines Section 15382; and

3) Find and determine that the Ordinance is consistent with the goals, policies, and program of the City's General Plan. The amendments to the Zoning Ordinance Contained herein establishes regulations governing the temporary truck, trailer, chassis, and/or container storage within M-1 (Light Manufacturing) or M-2 (Heavy Manufacturing) zoned sites, or portions thereof; and

4) Waive further reading and introduce Ordinance No. 1138 by title only to add Section 155.656.1 (Temporary Storage of Trucks, Trailers, Chassis, or Containers) and modify Section 155.003 (Definitions), to Chapter 155 (Zoning) of Title 15 (Land Use) of the Santa Fe Springs Municipal Code; and

5) Take such additional, related, action that may be desirable.

Mayor Sarno opened the public hearing at: 7:09 p.m.

There was no one wishing to speak.

Mayor Sarno closed the public hearing at: 7:10 p.m.

It was moved by Mayor Pro Tem Rounds, seconded by Councilmember Rodriguez, to find and determine that the Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), which indicates that CEQA only applies to projects that have a "significant effect on the environment" as defined in Public Resources Code Section 21068 and in CEQA Guidelines Section 15382, find and determine that the Ordinance is consistent with the goals, policies, and program of the City's General Plan. The amendments to the Zoning Ordinance Contained herein establishes regulations governing the temporary truck, trailer, chassis, and/or container storage within M-1 (Light Manufacturing) or M-2 (Heavy Manufacturing) zoned sites, or portions thereof, waive further reading and introduce Ordinance No. 1138 by title only to add Section 155.656.1 (Temporary Storage of Trucks, Trailers, Chassis, or Containers) and modify Section 155.003 (Definitions), to Chapter 155 (Zoning) of Title 15 (Land Use)

of the Santa Fe Springs Municipal Code, and take such additional, related, action that may be desirable, by the following vote:

Ayes: Martin, Rodriguez, Rounds, Sarno
Nayes: None
Absent: Zamora
Recused: None

REGULAR BUSINESS

8. TREASURER'S REPORT OF INVESTMENTS FOR THE QUARTER ENDED MARCH 31, 2024 (FINANCE)

RECOMMENDATION: It is recommended that the City Council:

1) Receive and file the report.

Richard Babbe, Senior Management Consultant provided a brief presentation on Item No. 8.

9. CONSIDERATION OF A NEW GROUND LEASE BETWEEN THE CITY OF SANTA FE SPRINGS AND THE UNITED STATES POSTAL SERVICE FOR THE REAL PROPERTY LOCATED AT 11760 TELEGRAPH ROAD, SANTA FE SPRINGS, CALIFORNIA 90670 (PLANNING)

RECOMMENDATION: It is recommended that the City Council:

1) Approve the new Ground Lease Agreement between the City of Santa Fe Springs (Landlord) and the United States Postal Service (Tenant) for the real property at 11760 Telegraph Road, Santa Fe Springs, California 90670; and

2) Authorize the Mayor or designee to execute the New Ground Lease Agreement.

3) Take such additional, related, action that may be desirable.

It was moved by Councilmember Rodriguez, seconded by Councilmember Martin, to approve the new Ground Lease Agreement between the City of Santa Fe Springs (Landlord) and the United States Postal Service (Tenant) for the real property at 11760 Telegraph Road, Santa Fe Springs, California 90670, authorize the Mayor or designee to execute the New Ground Lease Agreement, and take such additional, related, action that may be desirable, by the following vote:

Ayes: Martin, Rodriguez, Rounds, Sarno
Nayes: None
Absent: Zamora
Recused: None

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine. Any items a Councilmember wishes to discuss should be designated at this time. All other items may be approved in a single motion. Such approval will also waive the reading of any ordinance.

HOUSING SUCCESSOR

10. MINUTES OF THE APRIL 2, 2024 HOUSING SUCCESSOR MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Housing Successor:

1) Approve the minutes as submitted.

SUCCESSOR AGENCY

11. MINUTES OF THE APRIL 2, 2024 SUCCESSOR AGENCY MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Successor Agency:

1) Approve the minutes as submitted.

CITY COUNCIL

12. MINUTES OF THE APRIL 2, 2024 CITY COUNCIL MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the City Council:

1) Approve the minutes as submitted.

13. 2023 HOUSING ELEMENT ANNUAL PROGRESS REPORT (PLANNING)

RECOMMENDATION: It is recommended that the City Council:

1) Find that the preparation, review and submission of the 2023 Housing Element Annual Progress Report is not subject to the California Environmental Quality Act (CEQA), as the actions are not a project as defined by Section 15378(b)(2) of the Public Resources Code; and

2) Receive and file the 2023 Housing Element Annual Progress Report; and

3) Authorize staff to submit the 2023 Housing Element Annual Progress Report to the California Department of Housing and Community Development (HCD) and to the Governor's Office of Planning and Research (OPR).

14. ADOPTION OF LOCAL GUIDELINES FOR IMPLEMENTING THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) (PLANNING)

RECOMMENDATION: It is recommended that the City Council:

1) Find and determine that the project is Categorically Exempt pursuant to Section 15308 (Class 8 – Actions by Regulatory Agencies for Protection of the Environment) of the California Environmental Quality Act (CEQA); and

2) Adopt Resolution No. 9904 to approve the City of Santa Fe Springs Local Guidelines Implementing CEQA; and

3) Take such additional, related action that may be desirable.

15. POLICE SERVICES STAGING FACILITY STORM DAMAGE – EMERGENCY REPAIRS UPDATE (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

1) Pursuant to Santa Fe Springs Municipal Code Section 34.23 and California Public Contract Code Section 22050, by a four-fifths vote authorize continuing the repairs without competitive bidding; and

2) Take such additional, related action that may be desirable.

16. REQUEST FOR OUT-OF-STATE TRAVEL FOR FIRE-RESCUE APPARATUS COMMITTEE MEMBERS TO EVALUATE A POTENTIAL APPARATUS REPLACEMENT VENDOR (FIRE)

RECOMMENDATION: It is recommended that the City Council:

1) Approve out-of-state travel in the month of May for four Fire-Rescue staff members to travel to SVI Trucks located in Fort Collins, Colorado; and

2) Take such additional, related action that may be desirable.

It was moved by Councilmember Martin, seconded by Mayor Pro Tem Rounds, to approve the consent calendar, by the following vote:

Ayes: Martin, Rodriguez, Rounds, Sarno
Nayes: None
Absent: Zamora
Recused: None

APPOINTMENTS TO BOARDS, COMMITTEES, AND COMMISSIONS

None.

COUNCIL COMMENTS/AB1234 COUNCIL CONFERENCE REPORTING

Councilmember Rodriguez spoke about the great ArtFest event. She thanked all of the great presentations for Women of the Year, and also thanked the SFS Women's Club for the birthday wishes.

Councilmember Martin spoke about attending the SCAG Conference and the topics of discussion which included electric and solar requirements. She congratulated Councilmember Rodriguez on her birthday and promoted the Miss Santa Fe Springs pageant.

Mayor Pro Tem Rounds talked about ArtFest sponsors and also recognized both Women of the Year recipients. He thanked staff and first responders. Lastly, he liked seeing all Public Works staff receive the proclamation, and wished everyone in attendance a happy upcoming Mother's Day.

Mayor Pro Tem Sarno thanked women for all they do, and also talked about the great Art Fest event. He thanked Public Works for receiving the proclamation, and praised management for their leadership.

ADJOURNMENT

Mayor Sarno adjourned the meeting at 7:27 p.m.

_____
Jay Sarno
Mayor

ATTEST:

_____
Fernando N. Muñoz
Deputy City Clerk

_____
Date

APPROVED:

MINUTES OF THE SPECIAL MEETINGS OF THE CITY COUNCIL

May 21, 2024

CALL TO ORDER
Mayor Sarno called the meeting to order at 5:02 p.m.

ROLL CALL
Members present: Councilmembers Martin, Rodriguez, Mayor Pro Tem Rounds, and Mayor Sarno.

Members absent: Councilmember Zamora.

PUBLIC COMMENTS
There was no one wishing to speak during public comments.

CITY COUNCIL

1. CLOSED SESSION
CONFERENCE WITH LABOR NEGOTIATORS
(Pursuant to California Government Code Section 54957.6)
Agency Designated Representatives: City Manager
Employee Organizations: Santa Fe Springs City Employees' Association, Santa Fe Springs Firefighters' Association, Santa Fe Springs Management and Confidential Employees' Association, and Santa Fe Springs Executive Management Association

2. CLOSED SESSION
CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Pursuant to California Government Code Section 54956.8)
Property: APN 8005-012-902 (northwest corner of Telegraph Road and Norwalk Boulevard) and APN 8009-007-930 & 8009-007-931 (southwest corner of Telegraph Road and Norwalk Boulevard)
Agency negotiator: City Manager
Negotiating parties: AGA Hotels, Cesar Chavez Foundation, City Ventures, The Olson Company, and Primestor
Under negotiation: Price and Terms

3. CLOSED SESSION
CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2): One case (relating to BKK Class I Landfill)

4. CLOSED SESSION
PUBLIC EMPLOYMENT

(Pursuant to California Government Code Section 54957(b)(1))
TITLE: City Manager Evaluation

Mayor Sarno recessed the meeting at 5:05 p.m.

Mayor Sarno reconvened the meeting at 6:08 p.m.

5. CLOSED SESSION REPORT

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

ADJOUNRMENT

Mayor Sarno adjourned the meeting at 6:08 p.m.

_____
Jay Sarno
Mayor

ATTEST:

_____
Fernando N. Muñoz
Deputy City Clerk

_____
Date

APPROVED:

MINUTES OF THE REGULAR MEETINGS OF THE CITY COUNCIL

May 21, 2024

CALL TO ORDER
Mayor Sarno called the meeting to order at 6:09 p.m.

ROLL CALL
Members present: Councilmembers/Directors: Martin, Rodriguez, Mayor Pro Tem/Vice Chair Rounds, and Mayor/Chair Sarno.

Members absent: Councilmember Zamora.

INVOCATION
Councilmember Rodriguez led the invocation.

PLEDGE OF ALLEGIANCE
The Youth Leadership Committee led the pledge of allegiance.

INTRODUCTIONS
None

PRESENTATIONS

1. **LAKE CENTER MIDDLE SCHOOL – 8TH GRADE STUDENTS ON THE 2024 WASHINGTON D.C. TRIP**

2. **INTRODUCTION OF THE 2024 MEMORIAL SCHOLARSHIP PROGRAM RECIPIENTS (CITY MANAGER)**

3. **ADVISORY COMMITTEE REPORT – FAMILY & HUMAN SERVICES (COMMUNITY SERVICES)**

4. **PROCLAIMING MAY 15, 2024 AS SANTA FE SPRINGS HISTORY DAY – CELEBRATING 67TH ANNIVERSARY AS A MUNICIPAL GOVERNMENT AGENCY (COMMUNITY SERVICES)**

CHANGES TO AGENDA
None

PUBLIC COMMENTS
There was no one wishing to speak during public comments.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST
Parks and Recreation Director, Gus Hernandez provided information on the Memorial Day Ceremony on Monday, May 27.

PUBLIC FINANCING AUTHORITY, WATER UTILITY AUTHORITY, HOUSING SUCCESSOR, SUCCESSOR AGENCY, AND CITY COUNCIL

REGULAR BUSINESS

5. FORMATION OF CITY COUNCIL BILLBOARD AD HOC COMMITTEE (PLANNING)

RECOMMENDATION: It is recommended that the City Council:

1) Form an ad hoc committee of two City Council members to meet with staff to study and review the City's code provisions relating to billboards; and

2) Take such additional, related action that may be desirable.

Mayor Pro Rem Rounds and Mayor Sarno volunteered to serve on the Billboard Ad Hoc Committee.

It was moved by Councilmember Martin, seconded by Councilmember Rodriguez, to form an ad hoc committee with Mayor Pro Tem Rounds and Mayor Sarno, to meet with staff to study and review the City's code provisions relating to billboards, and take such additional, related action that may be desirable, by the following vote:

Ayes: Rodriguez, Martin, Rounds, Sarno
Nayes: None
Absent: Zamora
Recused: None

6. TRAFFIC SIGNAL BOX APPROVAL – GABRIELENO TONGVA SAN GABRIEL BAND OF MISSION INDIANS ARTWORK (COMMUNITY SERVICES)

RECOMMENDATION: It is recommended that the City Council:

1) Approve the art rendering, by artist Candace Galvan, for the Gabrieleno Tongva San Gabriel Band of Mission Indians themed traffic signal box; and

2) Authorize staff to compensate Candace Galvan as part of this traffic signal box art project.

City Manager, René Bobadilla introduced Family & Human Services Manager, Ed Ramirez to provide a brief presentation on Item No. 6.

It was moved by Mayor Pro Tem Rounds, seconded by Councilmember Martin, to approve the rendering, by artist Candace Galvan, for the Gabrieleno Tongva San Gabriel Band of Mission Indians themed traffic signal box, and authorize staff to compensate Candace Galvan as part of this traffic signal box art project, by the following vote:

Ayes: Rodriguez, Martin, Rounds, Sarno
Nayes: None

Absent: Zamora
Recused: None

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine. Any items a Councilmember wishes to discuss should be designated at this time. All other items may be approved in a single motion. Such approval will also waive the reading of any ordinance.

PUBLIC FINANCING AUTHORITY

7. MINUTES OF THE APRIL 16, 2024 PUBLIC FINANCING AUTHORITY MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Public Financing Authority:

1) Approve the minutes as submitted.

8. MONTHLY REPORT ON THE STATUS OF DEBT INSTRUMENTS ISSUED THROUGH THE CITY OF SANTA FE SPRINGS PUBLIC FINANCING AUTHORITY (PFA) (FINANCE)

RECOMMENDATION: It is recommended that the Public Financing Authority:

1) Receive and file the report.

WATER UTILITY AUTHORITY

9. MINUTES OF THE APRIL 16, 2024 WATER UTILITY AUTHORITY MEETINGS (CITY CLERK)
RECOMMENDATION: It is recommended that the Water Utility Authority:

1) Approve the minutes as submitted.

10. MONTHLY REPORT ON THE STATUS OF DEBT INSTRUMENTS ISSUED THROUGH THE CITY OF SANTA FE SPRINGS WATER UTILITY AUTHORITY (WUA) (FINANCE)

RECOMMENDATION: It is recommended that the Water Utility Authority:

1) Receive and file the report.

HOUSING SUCCESSOR

11. MINUTES OF THE APRIL 16, 2024 HOUSING SUCCESSOR MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Housing Successor:

1) Approve the minutes as submitted.

SUCCESSOR AGENCY

12. MINUTES OF THE APRIL 16, 2024 SUCCESSOR AGENCY MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Successor Agency:

1) Approve the minutes as submitted.

CITY COUNCIL

13. MINUTES OF THE APRIL 16, 2024 SPECIAL AND REGULAR CITY COUNCIL MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the City Council:

1) Approve the minutes as submitted.

14. SECOND READING AND ADOPTION OF ORDINANCE NO. 1138, APPROVING A ZONE TEXT AMENDMENT TO AMEND TITLE 15 (LAND USE), CHAPTER 155 (ZONING) FOR TEMPORARY TRUCK, TRAILER, CHASSIS AND/OR CONTAINER STORAGE, OF THE SANTA FE SPRINGS MUNICIPAL CODE, AND DETERMINE THAT THE ACTION IS EXEMPT UNDER CEQA (PLANNING)

RECOMMENDATION: It is recommended that the City Council:

1) Find and determine that the Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), which indicates that CEQA only applies to projects that have a “significant effect on the environment” as defined in Public Resources Code Section 21068 and in CEQA Guidelines Section 15382; and

2) Find and determine that the proposed Zone Text Amendment is consistent with the goals, policies, and program of the City’s General Plan; and

3) Adopt Ordinance No. 1138 by title, adopting a Zone Text Amendment to add Section 155.656.1 (Truck, Trailer, Chassis or Container Storage, Temporary) and modify Section 155.003 (Definitions), to Chapter 155 (Zoning) of Title 15 (Land Use) of the Santa Fe Springs Municipal Code; and

4) Take such additional, related action that may be desirable.

15. ORDINANCE NO. 1139 TO SET CITY COUNCIL MEETINGS BY RESOLUTION (CITY ATTORNEY)

RECOMMENDATION: It is recommended that the City Council:

1) Read by title only, and waive further reading, Ordinance No. 1139:

AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS AMENDING SECTION 30.15 OF CHAPTER 30 OF TITLE III (ADMINISTRATION) OF THE SANTA FE SPRINGS MUNICIPAL CODE RELATING TO CITY COUNCIL MEETINGS

2) Take such additional, related action that may be desirable.

16. AMENDMENT TO ATQOR AGREEMENT FOR UKG COMPANY (UKG) SOFTWARE IMPLEMENTATION SERVICES (FINANCE)

RECOMMENDATION: It is recommended that the City Council:

1) Authorize the City Manager to execute the attached amendment to the agreement with AtQor for UKG's workforce management and payroll software implementation in an amount that shall not exceed $275,000; and

2) Appropriate $225,000 from the FY 2023-24 General Fund reserve to project FA 24002 for the Workforce Management and Payroll Solution implementation.

17. RESOLUTION NO. 9907 – APPROVING THE ADOPTION OF THE MULTIPLE EMPLOYER OTHER POST-EMPLOYMENT BENEFITS (OPEB)/PENSION 115 TRUST ADMINISTERED BY SHUSTER ADVISORY GROUP, LLC (FINANCE)

RECOMMENDATION: It is recommended that the City Council:

1) Adopt Resolution No. 9907 approving the adoption of the multiple employer Other Post-Employment Benefits (OPEB) and Pension 115 Trust administered by Shuster Advisory Group; and

2) Authorize the City Manager to discontinue the City's current participation in the California Employers' Retiree Benefit Trust (CERBT) and the California Employers' Pension Prefunding Trust (CEPPT) administered by California Public Employee's Retirement System (CalPERS).

18. POLICE SERVICES STAGING FACILITY STORM DAMAGE – EMERGENCY REPAIRS UPDATE (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

1) Pursuant to Santa Fe Springs Municipal Code Section 34.23 and California Public Contract Code Section 22050, by a four-fifths vote authorize continuing the repairs without competitive bidding; and

2) Take such additional, related action that may be desirable.

19. CITY CLERK'S OFFICE RENOVATION – FINAL PAYMENT (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

1) Approve the Final Payment to CTG Construction, Inc., of Wilmington, California for $165,200 (Less 5% Retention) for the subject project; and

2) Approve the final contract amount with CTG Construction in the amount of $289,700, including the aggregate change order amount of $64,700; and

3) Appropriate additional funds in the amount of $20,000 from the Utility Users Tax Capital Improvement Fund to the City Clerk's Office Improvements (PW220020); and

4) Take such additional, related action that may be desirable.

20. SANTA FE SPRINGS LIGHTING DISTRICT NO. 1 – ADOPTION OF RESOLUTION NO. 9908 AND RESOLUTION NO. 9909 (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

1) Adopt Resolution No. 9908, approving the Engineer's Report (Fiscal Year 2024/25) in conjunction with the annual levy of assessments for Street Lighting District No. 1; and

2) Adopt Resolution No. 9909, declaring the City of Santa Fe Springs' intention to provide for an annual levy and collection of assessments for Lighting District No. 1, and setting the public hearing for the Council meeting on June 18, 2024 at 6:00 p.m.; and

3) Take such additional, related action that may be desirable.

21. HERITAGE SPRINGS ASSESSMENT DISTRICT NO. 2001-01 (HAWKINS STREET AND PALM DRIVE) – ADOPTION OF RESOLUTION NO. 9910 AND RESOLUTION NO. 9911 (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

1) Adopt Resolution No. 9910, approving the Engineer's Report (Fiscal Year 2024/25) in conjunction with the annual levy of assessments for the Heritage Springs Assessment District No. 2001-01; and

2) Adopt Resolution No. 9911, declaring the City of Santa Fe Springs' intention to provide for an annual levy and collection of assessments for Heritage Springs Assessment District No. 2001-01 (Hawkins Street and Palm Drive), and setting the public hearing for the Council meeting of June 18, 2024 at 6:00 p.m.; and

3) Take such additional, related action that may be desirable.

It was moved by Councilmember Rodriguez, seconded by Mayor Pro Tem Rounds, to approve the consent calendar, by the following vote:
Ayes: Martin, Rodriguez, Rounds, Sarno
Nayes: None
Absent: Zamora
Recused: None

APPOINTMENTS TO BOARDS, COMMITTEES, AND COMMISSIONS

Councilmember Martin appointed Valeria Corona to the Youth Leadership Committee and Karla Cardenas to the Family & Human Services Advisory Committee.

Mayor Sarno appointed Lisa Herrera to the Parks & Recreation Committee.

Mayor Pro Tem Rounds appointed Karla Cardenas to Parks & Recreation Committee and Lisa Herrera to Family & Human Services Committee.

COUNCIL COMMENTS/AB1234 COUNCIL CONFERENCE REPORTING

Councilmember Rodriguez talked about the great Easter event despite the inclement weather. She extended thanks to Traffic Commissioner AJ Hayes for connecting her with SEAACA and provided information on the benefits of adopting a shelter pet. Lastly, she thanked Library Services Manager Deborah Raia on the great First Friday events.

Mayor Pro Tem Rounds thanked everyone who attended the Easter event. He extended his personal thanks to City staff for putting on such a great event.

Mayor Sarno thanked the Majestics and Undesirables car clubs for their contributions to the Easter event. He talked about the growth of the City and thanked the leadership team for spreading a positive tone throughout the agency.

ADJOURNMENT

Mayor Sarno adjourned the meeting in memory of fallen soldiers 7:27 p.m.

_____
Jay Sarno
Mayor

ATTEST:

_____
Fernando N. Muñoz
Deputy City Clerk

_____
Date

ITEM # 13

CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Ivy M. Tsai, City Attorney

SUBJECT: **SECOND READING OF ORDINANCE NO. 1139 TO SET CITY COUNCIL MEETINGS BY RESOLUTION AND ADOPTION OF RESOLUTION**

DATE: June 4, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1) Adopt Ordinance No. 1139:

   AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS AMENDING SECTION 30.15 OF CHAPTER 30 OF TITLE III (ADMINISTRATION) OF THE SANTA FE SPRINGS MUNICIPAL CODE RELATING TO CITY COUNCIL MEETINGS

2) Adopt Resolution No. 9916:

   A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS ESTABLISHING A CITY COUNCIL MEETING SCHEDULE THROUGH CALENDAR YEAR 2024

3) Take such additional, related, action that may be desirable.

FISCAL IMPACT

N/A

BACKGROUND

Government Code section 36805 provides that the City Council shall hold regular meetings at least once a month at times fixed by resolution or ordinance. Currently, Section 30.15 of the Code of Santa Fe Springs sets forth the time and place of City

Council meetings. The attached Ordinance No. 1139 would replace the existing language of Section 30.15 to provide that the City Council shall hold regular meetings at least once a month at times set by resolution of the City Council, in accordance with Government Code section 36805. Adopting this ordinance would allow the City Council to revise its meeting schedule without the need to amend the City's code, which would allow any revisions to be effective immediately upon adoption of a resolution.

The attached resolution sets forth a City Council meeting schedule proposed by City staff, including dates and the start times of meetings (5:00 p.m. for any closed sessions; 6:00 p.m. for open sessions). Adoption of this resolution will help City staff plan for City Council meetings through 2024 and provide transparency to the public.

ENVIRONMENTAL

N/A

SUMMARY/NEXT STEPS

Adoption of Ordinance No. 1139 will allow the City Council meeting schedule to be set by resolution. Adoption of Resolution No. 9916 will allow City staff to plan for meetings and provide public transparency.

ATTACHMENT(S):

A. Ordinance No. 1139
B. Resolution No. 9916

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐

ORDINANCE NO. 1139

AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS AMENDING SECTION 30.15 OF CHAPTER 30 OF TITLE III (ADMINISTRATION) OF THE SANTA FE SPRINGS MUNICIPAL CODE RELATING TO CITY COUNCIL MEETINGS

THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 30.15 of Title III of the Code of Santa Fe Springs is hereby deleted in its entirety and replaced with the following:

§ 30.15 TIME AND PLACE OF MEETINGS

Pursuant to Government Code Section 36805, the City Council shall hold regular meetings at least once a month at times fixed by resolution.

SECTION 2. Any provision of the Code of Santa Fe Springs inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to effect the provisions of this Ordinance.

SECTION 3. If any section, subsection, phrase, or clause of this Ordinance is for any reason held to be unconstitutional, such decision will not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, phrase, or clause thereof irrespective of the fact that any one or more sections, subsections, phrases, or clauses may be declared unconstitutional.

SECTION 4. The City Clerk shall certify to the adoption of this Ordinance, including the vote for and against and shall post a certified copy of this ordinance, within 15 days after its passage to be posted in at least three (3) public places within the City as established by ordinance, and, in compliance with Section 36933 of the Government Code.

PASSED and ADOPTED this ___ day of _____, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____
Jay Sarno, Mayor

_____
Fernando Muñoz, Deputy City Clerk

APPROVED:
ITEM NO.:

RESOLUTION NO. 9916

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS ESTABLISHING A CITY COUNCIL MEETING SCHEDULE THROUGH CALENDAR YEAR 2024

WHEREAS, Government Code section 36805 provides that the City Council shall hold regular meetings at least once a month and allows for the fixing of those times by resolution; and

WHEREAS, the City Council adopted Ordinance No. 1139 amending Section 30.15 of the Code of Santa Fe Springs to provide that the times for City Council meetings shall be set by resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS RESOLVES AS FOLLOWS:

Section 1. The dates for regular City Council meetings through calendar year 2024 shall be as follows:

July 16, 2024
August 6, 2024
August 20, 2024
September 3, 2024
September 17, 2024
October 1, 2024
October 15, 2024
November 5, 2024
December 3, 2024

Section 2. Nothing herein shall preclude the City Council from holding an adjourned regular meeting, special meeting, or emergency meeting pursuant to state law. Nothing herein shall preclude the City Clerk from canceling a regular meeting, adjourned regular meeting, or special meeting should there not be a quorum present at such meeting.

Section 3. The time of regular meetings of the City Council shall be as follows:

A. If there is a closed session or study session scheduled on the agenda, the regular meeting shall be scheduled to start at 5:00 p.m. and open session shall start at 6:00 p.m.

B. If there is no closed session or study session scheduled on the agenda, the regular meeting shall be scheduled to start at 6:00 p.m.

APPROVED AND ADOPTED on this 4th day of June 2024.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Jay Sarno, Mayor

ATTEST:

_____
Fernando Muñoz, Deputy City Clerk

ITEM # 14

CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Ivy M. Tsai, City Attorney

SUBJECT: **ORDINANCE NO. 1140 AMENDING SECTION 38.21 OF THE CODE OF SANTA FE SPRINGS RELATING TO THE DRAWING OF WARRANTS**

DATE: June 4, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1) Read by title only, and waive further reading, Ordinance No. 1140:

   AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS AMENDING SECTION 38.21 OF CHAPTER 38 OF TITLE III (ADMINISTRATION) OF THE SANTA FE SPRINGS MUNICIPAL CODE RELATING TO THE DRAWING OF WARRANTS

2) Take such additional, related, action that may be desirable.

FISCAL IMPACT

N/A

BACKGROUND

Government Code section 53910 provides that the City Council may by resolution authorize practices with respect to form, issuance, delivery, endorsement, and payment of warrants it deems convenient, efficient and in the public interest, conforming substantially to those practices specified in Government Code Sections 53911, 53912, 53913, or 53915. The City Council previously adopted Resolution No. 9015 regarding the payment of warrants pursuant to Government Code section 53910.

Section 38.21 of the Code of Santa Fe Springs contained outdated provisions regarding the processing of warrants. The attached Ordinance No. 1140 clarifies that the processing

of warrants shall be as set forth by a resolution of the City Council in accordance with applicable state law. Ordinance No. 1140 also allows the Mayor or the City Manager to sign warrants unless otherwise set forth in a resolution of the City Council.

ENVIRONMENTAL

N/A

SUMMARY/NEXT STEPS

Ordinance No. 1140 will be placed on a future agenda for a second reading and adoption. The ordinance will be effective 30 days after adoption.

ATTACHMENT(S):

A. Ordinance No. 1140

ITEM STATUS:	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

ORDINANCE NO. 1140

AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS AMENDING SECTION 38.21 OF CHAPTER 38 OF TITLE III (ADMINISTRATION) OF THE SANTA FE SPRINGS MUNICIPAL CODE RELATING TO THE DRAWING OF WARRANTS

THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 38.21 of Title III of the Code of Santa Fe Springs is hereby deleted in its entirety and replaced with the following:

§ 38.21 DRAWING OF WARRANT.

A warrant is drawn upon funds of the city treasury. The City Council may authorize practices with respect to form, issuance, delivery, endorsement, and payment of warrants by resolution in conformance with applicable state law. Except as may otherwise be set by resolution of the City Council, warrants will be signed by the Mayor or the City Manager and countersigned by the Director of Finance and Administrative Services in the director's capacity as Treasurer.

SECTION 2. Any provision of the Code of Santa Fe Springs inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to effect the provisions of this Ordinance.

SECTION 3. If any section, subsection, phrase, or clause of this Ordinance is for any reason held to be unconstitutional, such decision will not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, phrase, or clause thereof irrespective of the fact that any one or more sections, subsections, phrases, or clauses may be declared unconstitutional.

SECTION 4. The City Clerk shall certify to the adoption of this Ordinance, including the vote for and against and shall post a certified copy of this ordinance, within 15 days after its passage to be posted in at least three (3) public places within the City as established by ordinance, and, in compliance with Section 36933 of the Government Code.

PASSED and ADOPTED this ___ day of _____, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____
Jay Sarno, Mayor

_____
Fernando Muñoz, Deputy City Clerk

ITEM # 15

CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Ivy M. Tsai, City Attorney

SUBJECT: **ORDINANCE NO. 1141 RELATING TO COUNCIL COMPENSATION**

DATE: June 4, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1) Read by title only, and waive further reading, Ordinance No. 1141:

   AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS AMENDING SECTION 30.03 OF CHAPTER 30 OF TITLE III (ADMINISTRATION) OF THE SANTA FE SPRINGS MUNICIPAL CODE RELATING TO COUNCIL COMPENSATION

2) Take such additional, related, action that may be desirable.

FISCAL IMPACT

The compensation set forth in the Ordinance is incorporated into the fiscal year 2024-2025 budget.

BACKGROUND

Government Code section 36516 sets forth the requirements for setting City Council salaries. Senate Bill 329 was passed in 2023 and amended Government Code section 36515 in order to increase city council salaries to reflect the important work done by city council members, to take into account the impacts of inflation and economic realities on those who serve as city council members, and to encourage people to consider service as council members by making the compensation more reflective of the time and work being performed.

The salary of City Council members has not been adjusted since 2012. Staff recommends the adoption of Ordinance No. 1141 to increase the existing monthly salary by five percent to $1,019.38 based on the findings set forth in the Ordinance. This reflects a modest increase well within the limits set forth in Government Code section 36516.

ENVIRONMENTAL

N/A

SUMMARY/NEXT STEPS

Ordinance No. 1141 will be placed on the agenda for a second reading and adopted in compliance with Government Code section 36516(g).

ATTACHMENT(S):

A. Ordinance No. 1141

ITEM STATUS:	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

ORDINANCE NO. 1141

AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS AMENDING SECTION 30.03 OF CHAPTER 30 OF TITLE III (ADMINISTRATION) OF THE SANTA FE SPRINGS MUNICIPAL CODE RELATING TO CITY COUNCIL COMPENSATION

WHEREAS, Government Code section 36515(a) establishes city council salaries and provides for specified increases; and

WHEREAS, Senate Bill 329 was passed in 2023 and amended Government Code section 36515 in order to increase city council salaries to reflect the important work done by city council members, to take into account the impacts of inflation and economic realities on those who serve as city council members, and to encourage people to consider service as council members by making the compensation more reflective of the time and work being performed; and

WHEREAS, the salary of the Santa Fe Springs City Council has not been increased since 2012; and

WHEREAS, the City Council finds that an increase in salary within the limits set forth in Government Code section 36515 will help support the governance of the City and takes into account the importance of such governance and the impacts of inflation and economic realities.

THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 30.03 of Title III of the Code of Santa Fe Springs is hereby deleted in its entirety and replaced with the following:

§ 30.03 SALARY OF COUNCIL MEMBERS.

> In accordance with the provisions of Section 36516 of the Government Code, the compensation of the members of the City Council shall be $1,019.38 per month. Pursuant to the provisions of Section 36516.5 of the Government Code, this section shall take effect as to all Council members when one or more members begin a new term of office following the 2024 general municipal election.

SECTION 2. Any provision of the Code of Santa Fe Springs inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to effect the provisions of this Ordinance.

SECTION 3. If any section, subsection, phrase, or clause of this Ordinance is for any reason held to be unconstitutional, such decision will not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, phrase, or clause thereof irrespective of the fact that any one or more sections, subsections, phrases, or clauses may be declared unconstitutional.

SECTION 4. The City Clerk shall certify to the adoption of this Ordinance, including the vote for and against and shall post a certified copy of this ordinance, within 15 days after its passage to be posted in at least three (3) public places within the City as established by ordinance, and, in compliance with Section 36933 of the Government Code.

PASSED and ADOPTED this ___ day of _____, 2024, by the following vote:

AYES:

NOES:

ABSENT:

_____

ATTEST: Jay Sarno, Mayor

_____

Fernando Muñoz, Deputy City Clerk

ITEM # 16

CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Ivy M. Tsai, City Attorney

SUBJECT: **RESOLUTION NO. 9917 ESTABLISHING CERTAIN CITY COUNCIL BENEFITS**

DATE: June 4, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1) Adopt Resolution No. 9917:

   A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS ESTABLISHING CERTAIN CITY COUNCIL BENEFITS

2) Take such additional, related, action that may be desirable.

FISCAL IMPACT

The cost of the proposed benefits are incorporated into the fiscal year 2024-2025 budget.

BACKGROUND

Government Code section 53201 allows the City to provide health and welfare benefits to its officers and employees, both current and retired. The Memorandum of Understanding with the Santa Fe Springs Executive Management Association provides for a technology stipend of $150.00 a month and annual comprehensive physical medical examination from Scripps Center for Executive Health, or comparable service provider. Staff recommends that the City Council adopt the attached Resolution No. 9917 to provide these same defined benefits to members of the City Council.

ENVIRONMENTAL

N/A

SUMMARY/NEXT STEPS

Resolution No. 9917 will be effective upon adoption.

ATTACHMENT(S):

A. Resolution No. 9917

ITEM STATUS:	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

APPROVED:
ITEM NO.:

RESOLUTION NO. 9917

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS ESTABLISHING CERTAIN CITY COUNCIL BENEFITS

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

Section 1. Each member of the City Council shall be entitled to receive a monthly technology stipend of $150.00.

Section 2. Each member of the City Council shall be entitled to receive annually a City-paid comprehensive physical medical examination from Scripps Center for Executive Health, or comparable service provider. The City shall pay the cost of the "Whole Person Examination" and shall cover the cost of lodging for one night on a reimbursement basis upon presentation of appropriate document and receipts.

Section 3. Except as set forth in this Resolution, the benefits for members of the City Council shall be as previously established. All benefits are subject to the limitations set forth in applicable law.

APPROVED AND ADOPTED on this 4th day of June 2024.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Jay Sarno, Mayor

ATTEST:

_____
Fernando Muñoz, Deputy City Clerk

ITEM # 17

CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Ivy M. Tsai, City Attorney

SUBJECT: **SECOND AMENDMENT TO EMPLOYMENT AGREEMENT WITH CITY MANAGER**

DATE: June 4, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1) Approve the Second Amendment to Employment Agreement Between the City of Santa Fe Springs and René Bobadilla.

FISCAL IMPACT

The cost for the revisions as set forth in the Amendment are incorporated into the fiscal year 2024-25 budget.

BACKGROUND

Pursuant to the Employment Agreement Between the City of Santa Fe Springs and René Bobadilla ("Agreement") effective July 19, 2023, the City Council conducted a review of the salary and performance of the City Manager on May 21, 2024 and May 25, 2024. As part of the review, the City Council entered into negotiations with the City Manager and the attached Second Amendment to the Agreement reflects the agreed-upon terms. The Amendment includes the following:

- Extends the agreement term seven years from the date of the Amendment.
- Provides that the City Manager may not be terminated during the period beginning 120 days before a City Council election through April 30th following an election.
- Provides for an additional six months of severance in the event of Agreement termination by the City Council.
- Provides for a base annual salary of $305,830.00.

- Provides for cost-of-living salary adjustments consistent with those received by the Executive Management Association.
- Provides for a monthly car allowance of $650.00.
- Provides for the City Manager to receive benefits consistent with the Executive Management Association except as specifically set forth in the Agreement. However, if the benefits afforded to the Executive Management Association exceed those set forth in the Agreement, the City Manager shall be entitled to the greater benefit.

Except as set forth in the Second Amendment, the terms and conditions of the Employment Agreement and the First Amendment remain in effect.

ENVIRONMENTAL

N/A

SUMMARY/NEXT STEPS

If approved, the Second Amendment will be effective upon execution.

ATTACHMENT(S):

A. Second Amendment to Employment Agreement Between the City of Santa Fe Springs and René Bobadilla
B. Employment Agreement Between the City of Santa Fe Springs and René Bobadilla and First Amendment to Employment Agreement

ITEM STATUS:	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

SECOND AMENDMENT TO

EMPLOYMENT AGREEMENT BETWEEN

THE CITY OF SANTA FE SPRINGS

AND RENÉ BOBADILLA

This Second Amendment ("Amendment") to the Employment Agreement between the City of Santa Fe Springs and René Bobadilla ("Agreement") is entered into on June 4, 2024 ("Effective Date"), by and between the City of Santa Fe Springs ("CITY"), a California municipal corporation, and René Bobadilla ("EMPLOYEE"), an individual (sometimes collectively referred to herein as "the Parties").

RECITALS

WHEREAS, the CITY and EMPLOYEE entered into the Agreement for EMPLOYEE to serve as the City Manager of the CITY effective July 19, 2023; and

WHEREAS, the CITY and EMPLOYEE entered into the First Amendment to the Agreement on February 20, 2024 following a performance review pursuant to Section 5(B) of the Agreement; and

WHEREAS, pursuant to Section 5(B) of the Agreement, the City Council conducted a review of EMPLOYEE's salary and performance on May 21, 2024 and May 25, 2024; and

WHEREAS, as part of this review, the CITY and EMPLOYEE desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. The first sentence of Section 1 of the Agreement is amended to extend the term to through June 4, 2031, which is seven years from the Effective Date of this Amendment.

2. Section 4(A) of the Agreement is amended to add the following language: "Notwithstanding the foregoing, the CITY may not terminate EMPLOYEE during the period commencing 120 days before any City Council election and ending April 30th following an election."

3. Section 4(B) of the Agreement is deleted in its entirety and replaced with the following:

> (B) If the CITY elects to terminate this AGREEMENT such that the termination date would occur before the end of the Agreement term, and the EMPLOYEE delivers to the CITY an executed copy of the Separation and Release Agreement in

the form attached hereto as Exhibit A within thirty (30) days of his termination, the CITY shall pay EMPLOYEE a lump sum amount of twelve (12) months of EMPLOYEE's base SALARY in compliance with and subject to any limitation in Government Code Section 53260, unless EMPLOYEE engaged in any of the following conduct:

(1) A breach of the terms of this AGREEMENT;

(2) Conviction of, or plea of guilty or nolo contendere to any crime or offense (other than minor traffic violations or similar offenses) which is likely to have a material adverse impact on the CITY;

(3) Failure of the EMPLOYEE to observe or perform any of the City Manager duties and obligations if such failure continues for a period of not less than thirty (30) business days from the date of City Manager's receipt of notice from the City Council specifying the acts or omissions deemed to constitute that failure;

(4) Conviction of any crime involving an "abuse of office or position," as that term is defined in Government Code Section 53243.4;

(5) Failure to carry out a lawful directive or lawful directives of the City Council made by the City Council as a body at a Brown Act-compliant meeting;

(6) Any grossly negligent action or inaction by EMPLOYEE that materially and adversely: (a) impedes or disrupts the operations of the CITY or its organizational units; (b) is detrimental to CITY employees or public safety; or (c) violates the CITY's established rules or procedures; or

(7) Conduct unbecoming the position of the City Manager or likely to bring discredit or disrepute to the CITY.

4. Section 5(A) of the Agreement is deleted in its entirety and replaced with the following:

(A) EMPLOYEE's annual base salary is three hundred five thousand eight hundred thirty dollars ($305,830.00) ("SALARY"), which the CITY shall pay in equal bi-weekly payments. The SALARY shall be subject to deductions and withholding of any and all sums required for federal or state income tax, pension

contributions, and all other taxes, deductions, or withholdings required by state, federal, or local law.

5. The first sentence of Section 5(B) of the Agreement is amended to provide that the City Council shall review EMPLOYEE's performance on an annual basis.

6. Section 5(C) of the Agreement is deleted in its entirety and replaced with the following: "The CITY shall provide EMPLOYEE with a cost-of-living adjustment ("COLA") to his SALARY equal to and at the same time as any COLA provided to CITY Department Heads."

7. Section 6(H) of the Agreement is deleted in its entirety and replaced with the following: "The CITY shall pay EMPOYEE a car allowance of six hundred fifty dollars ($650.00) per month."

8. Section 6 is amended to add a new subsection (K) to read as follows:

(K) Except as otherwise set forth in this AGREEMENT, EMPLOYEE shall be entitled to receive the same benefits available to CITY Department Heads as they currently exist or as may be adjusted at any given time during the term of this AGREEMENT. Notwithstanding the foregoing, if any benefit available to CITY Department Heads exceeds that afforded to EMPLOYEE as set forth in this AGREEMENT, EMPLOYEE shall be entitled to receive the greater benefit."

9. Except as amended herein, all terms, conditions, and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have set their hand by their duly authorized representatives as of the day and year first above written.

CITY OF SANTA FE SPRINGS

_____
Jay Sarno, Mayor

EMPLOYEE

_____
René Bobadilla

APPROVED AS TO FORM:

_____
Ivy M. Tsai, City Attorney

FIRST AMENDMENT TO

EMPLOYMENT AGREEMENT BETWEEN

THE CITY OF SANTA FE SPRINGS

AND RENÉ BOBADILLA

This First Amendment ("Amendment") to the Employment Agreement between the City of Santa Fe Springs and René Bobadilla ("Agreement") is entered into on February 20, 2024 ("Effective Date"), by and between the City of Santa Fe Springs ("CITY"), a California municipal corporation, and René Bobadilla ("EMPLOYEE"), an individual (sometimes collectively referred to herein as "the Parties").

RECITALS

WHEREAS, the CITY and EMPLOYEE entered into the Agreement for EMPLOYEE to serve as the City Manager of the CITY effective July 19, 2023; and

WHEREAS, pursuant to Section 5(B) of the Agreement, the City Council conducted a review of EMPLOYEE's salary and performance on February 6, 2024; and

WHEREAS, as part of this review, the CITY and EMPLOYEE desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Section 5(D) of the Agreement shall be deleted in its entirety and replaced with the following:

> (D) EMPLOYEE may, at his own cost and expense, enroll and participate in the CITY's deferred compensation plan. The CITY will match contributions by EMPLOYEE to the CITY's 401a deferred compensation plan up to a maximum of 8% of base salary.

2. Section 6(B) of the Agreement shall be amended to include a new subsection (5) to read as follows:

> (5) EMPLOYEE shall annually receive a CITY-paid comprehensive physical medical examination from Scripps Center, or comparable service provider. The CITY shall pay the cost of the "Whole Person Examination" and shall cover the cost of lodging for one night on a reimbursement basis upon presentation of appropriate documentation and receipts.

3. Except as amended herein, all terms, conditions, and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have set their hand by their duly authorized representatives as of the day and year first above written.

CITY OF SANTA FE SPRINGS

Jay Sarno, Mayor

EMPLOYEE

René Bobadilla

APPROVED AS TO FORM:

Ivy M. Tsai, City Attorney

EMPLOYMENT AGREEMENT BETWEEN

THE CITY OF SANTA FE SPRINGS

AND

RENÉ BOBADILLA

This employment agreement ("AGREEMENT") is made effective as of July 19, 2023 ("EFFECTIVE DATE") and is entered into by and between the City of Santa Fe Springs ("CITY"), a municipal corporation of the State of California, and René Bobadilla ("EMPLOYEE"), an individual. Under this AGREEMENT, the CITY offers, and EMPLOYEE accepts, employment as City Manager of the CITY.

SECTION 1. TERM

EMPLOYEE's term as City Manager for CITY is five (5) years from the EFFECTIVE DATE. Such employment shall be on the terms set forth hereinafter. Except as otherwise provided for in this AGREEMENT, EMPLOYEE's employment with the CITY shall be on an at-will basis, and will continue through the term unless terminated as provided in this AGREEMENT.

SECTION 2. DUTIES

EMPLOYEE shall perform, to the best of EMPLOYEE's abilities, the duties and functions of the City Manager of the CITY, as prescribed by state law and in the CITY's Municipal Code, and which are commonly assigned to a City Manager of a city in California. As the City Manager, EMPLOYEE shall serve as the CITY's highest ranking executive officer and management employee.

EMPLOYEE shall perform, using his discretion and judgment, legally permissible duties and functions consistent with the office of the City Manager, and as the City Council requires from time to time. These duties may include, but are not limited to, the following:

(A) Administer and enforce policies established by the City Council and promulgate rules and regulations as necessary to implement such policies;

(B) Direct the work of all appointive CITY officers and departments that are the concern and responsibility of the City Council, except those that are directly appointed by or report directly to the City Council;

(C) Recommend to the City Council the adoption of measures that the City Manager deems necessary for or expedient to the health, safety, or welfare of the community or for the improvement of administrative services;

(D) Evaluate administrative practices that may result in greater operational effectiveness or economy in CITY government, and develop and recommend to the City Council long-range plans to improve CITY operations and prepare for the CITY's growth and development;

(E) Provide for management development and training, and develop leadership qualities as necessary to ensure the highest standards of managerial practices;

(F) Act in the CITY's best interests at all times and perform City Manager duties in a competent and professional manner; and

(G) Exercise the highest degree of integrity and ethical conduct both on- and off-duty, so as to ensure the reputation of the CITY and its efficient and effective operation; and

(H) Supervise and dictate CITY business needs and requests to all CITY Department Heads and other managerial employees of the CITY, using his judgment and discretion, and in his capacity as the highest ranking executive officer of the CITY.

SECTION 3. DEVOTION TO CITY BUSINESSS

The City Manager position is considered a full-time position. Therefore, EMPLOYEE shall not engage in any outside business, educational, professional, charitable, or other activities, whether for compensation or otherwise, that would conflict or materially interfere with performance of the City Manager duties, without written prior approval by the City Council.

SECTION 4. TERMINATION OF EMPLOYMENT

(A) It is understood and agreed that EMPLOYEE's employment with the CITY shall be on an at-will basis, and that this AGREEMENT may be terminated by the City Council at any time, with or without notice, as determined by the affirmative votes of a majority of the members of the City Council at a meeting of the City Council.

(B) If the CITY elects to terminate this AGREEMENT such that the termination date would occur before the end of the five-year term, and the EMPLOYEE delivers to the CITY an executed copy of the Separation and Release Agreement in the form attached hereto as Exhibit A within thirty (30) days of his termination, the CITY shall pay EMPLOYEE a lump sum amount of six (6) months of EMPLOYEE's base SALARY in compliance with and subject to any limitation in Government Code Section 53260, unless EMPLOYEE engaged in any of the following conduct:

(1) A breach of the terms of this AGREEMENT;

(2) Conviction of, or plea of guilty or *nolo contendere* to any crime or offense (other than minor traffic violations or similar offenses) which is likely to have a material adverse impact on the CITY;

(3) Failure of the EMPLOYEE to observe or perform any of the City Manager duties and obligations if such failure continues for a period of not less than thirty (30) business days from the date of City Manager's receipt of notice from the City Council specifying the acts or omissions deemed to constitute that failure;

(4) Conviction of any crime involving an "abuse of office or position," as that term is defined in Government Code Section 53243.4;

(5) Failure to carry out a lawful directive or lawful directives of the City Council made by the City Council as a body at a Brown Act-compliant meeting;

(6) Any grossly negligent action or inaction by EMPLOYEE that materially and adversely: (a) impedes or disrupts the operations of the CITY or its organizational units; (b) is detrimental to CITY employees or public safety; or (c) violates the CITY's established rules or procedures; or

(7) Conduct unbecoming the position of the City Manager or likely to bring discredit or disrepute to the CITY.

(C) If EMPLOYEE elects to resign or to terminate this AGREEMENT, then the EMPLOYEE may terminate this AGREEMENT at any time upon thirty (30) days' written notice to the Mayor of the CITY or the City Attorney. EMPLOYEE's resignation shall be deemed accepted upon delivery to the Mayor or the City Attorney. In the event that EMPLOYEE voluntarily terminates this AGREEMENT prior to the end date of the AGREEMENT, no severance pay shall be payable to EMPLOYEE. The parties may consider the option to enter into a release and settlement agreement in the event of EMPLOYEE'S resignation and upon mutual agreement.

(D) EMPLOYEE shall not be entitled to any compensation upon termination except as set forth in Sections 4 (B) and (E).

(E) Upon termination of this AGREEMENT, the CITY shall pay EMPLOYEE an amount equal to the value of the EMPLOYEE's earned, but unpaid salary and EMPLOYEE's accumulated, but unpaid and unused vacation and flexible leave, and any other accrued leave time to which EMPLOYEE is entitled, except for sick leave.

SECTION 5. COMPENSATION

(A) EMPLOYEE's annual base salary is two-hundred and eighty thousand dollars ($280,000) ("SALARY"), which the CITY shall pay in equal bi-weekly payments. The annual SALARY shall be subject to deductions and withholding of any and all sums required for federal or state income tax, pension contributions, and all other taxes, deductions or withholdings required by state, federal or local law. EMPLOYEE waives the right to all CITY incentive pays, including but not limited to education pay, bilingual pay, etc.

(B) The City Council shall review EMPLOYEE's salary and performance in February of 2024, August of 2024, and thereafter on an annual basis. The City Council and EMPLOYEE may establish mutually-agreed upon objectives for the subsequent year at such reviews.

(C) The City Council may at its discretion, from time to time, increase EMPLOYEE's base salary. Such an increase shall not require an amendment to this AGREEMENT to be effective. Such an increase may be set forth in an annual salary resolution or minute action approved by the City Council and ratified by resolution.

(D) EMPLOYEE may, at his own cost and expense, enroll and participate in the CITY's deferred compensation plan. The CITY will match contributions by EMPLOYEE to the CITY's 401a deferred compensation plan at a ratio of 1:1 up to a maximum of 3% of base salary.

SECTION 6. BENEFITS

(A) RETIREMENT BENEFITS

EMPLOYEE shall be eligible for the following retirement benefits:

(1) CITY shall provide EMPLOYEE the California Public Employees' Retirement System (CalPERS) retirement benefit formula known as 2% @ 55 with the average of the three (3) highest consecutive years of compensation. EMPLOYEE shall pay 7% pre-tax CalPERS member contribution.

(2) 1959 Survivor's Benefit at funding Level 4 (Government Code Section 21574).

(3) Credit for Unused Sick Leave (Government Code Section 20965).

(4) Military Service Credit as Public Service (Government Code Section 21024).

Pursuant to Government Code section 53244, EMPLOYEE, if convicted of a felony for conduct arising out of the performance of his official duties, shall forfeit rights to retirement rights and benefits to which he would otherwise be entitled.

(B) HEALTH BENEFITS AND RETIREE MEDICAL

(1) The CITY contracts with CalPERS for health benefits. EMPLOYEE and his dependents are eligible for this benefit. A dependent may remain on the plan until age 26. If a dependent is qualified as disabled, the dependent may remain on the plan past their 26th birthday pending the approval from CalPERS Health Benefits Division. Health Plans include Anthem Blue Cross, Blue Shield of CA, Kaiser Permanente, and UnitedHealthcare.

(2) The CITY shall pay the premium for health benefits for the EMPLOYEE and dependents as provided to CITY Department Heads.

(3) If EMPLOYEE can provide proof of health insurance with another carrier, EMPLOYEE can opt out of the CITY medical plan and receive a rebate as provided to CITY Department Heads (currently $214.61 single party; $429.22 two party; $557.98 family).

(4) Following retirement from the CITY, Employee shall be eligible for retiree medical benefits if vested in CalPERS. The CITY shall pay the insurance premium up to the applicable medical cap.

(C) DENTAL INSURANCE

EMPLOYEE is entitled to receive the same dental insurance benefits available to CITY Department Heads as they currently exist or as may be adjusted at any given time during the term of this AGREEMENT. The CITY currently contracts with Delta Dental Insurance. The CITY

pays the full premium for CITY Department Heads and eligible dependents in a HMO (Delta Care) Plan. Currently, if a CITY Department Head elects to receive Delta Dental PPO coverage, the CITY Department Head shall contribute fifty dollars ($50.00) per month towards the monthly premium.

(D) VISION INSURANCE

EMPLOYEE is entitled to receive the same vision insurance benefits available to CITY Department Heads as they currently exist or as may be adjusted at any given time during the term of this AGREEMENT. The CITY currently has a vision reimbursement program. The CITY currently reimburses up to $450 annually for eye examination and frames/lenses for CITY Department Heads and up to $400 for eligible dependents. There is a $20 deductible for eye examinations. Currently, the CITY also reimburses up to $1,800 for laser eye surgery for CITY Department Heads and up to $1,600 for eligible dependents.

(E) LIFE INSURANCE

The CITY shall provide EMPLOYEE with a two-hundred twenty-eight thousand dollar ($228,000) group term life insurance policy. EMPLOYEE shall pay the premium costs associated with the purchase of any additional life insurance.

(F) LONG TERM DISABILITY INSURANCE

The CITY contracts with Standard Insurance for Long Term Disability benefits. The CITY does not pay into the State Disability system. This plan is used in lieu of State Disability. The premium is paid in full by the CITY. There is a 60-day elimination period for this insurance. If a claim is accepted, EMPLOYEE will be paid two-thirds of EMPLOYEE'S monthly salary up to 24 months.

(G) BUSINESS AND PROFESSIONAL EXPENSES

The CITY recognizes that EMPLOYEE may incur expenses of a non-personal, job-related nature that are reasonably necessary to the City Manager's service to the CITY. To the extent that such costs may be budgeted by the CITY, the CITY shall pay EMPLOYEE for professional membership dues and fees, and for attendance at professional conferences. The CITY shall reimburse EMPLOYEE upon presentation to the CITY of verified receipts for sums necessarily incurred by EMPLOYEE in the performance of EMPLOYEE's duties or as otherwise budgeted for by the CITY, so long as the expenses are in accordance with the CITY's policies and state laws.

(H) CAR ALLOWANCE

The CITY shall pay EMPLOYEE a car allowance of five-hundred dollars ($500) per month.

(I) CELL PHONE

The CITY shall provide EMPLOYEE with a CITY issued cell phone for CITY business use, and the CITY shall pay for the associated phone bills and expenses.

(J) TUITION REIMBURSEMENT

EMPLOYEE is allowed up to $350 per fiscal year for tuition and books. The maximum reimbursement for full-time employees engaged in a degree program is $4,000 per year.

SECTION 7. LEAVES

(A) FLEXIBLE LEAVE

EMPLOYEE is entitled to sixty (60) hours of flexible leave each fiscal year. EMPLOYEE may carry over twenty-four (24) hours from one fiscal year to the subsequent year, not to exceed a maximum accrual of eighty-four (84) flexible leave hours.

(B) HOLIDAYS

EMPLOYEE is entitled to the following CITY observed holidays:

• New Year's Day	January 1
• Dr. Martin Luther King Jr.'s Birthday	Third Monday in January
• Lincoln's Birthday	Second Monday in February
• President's Day	Third Monday in February
• Cesar Chavez's Birthday	March 31
• Memorial Day	Last Monday in May
• Juneteenth National Independence Day	June 19
• Independence Day	July 4
• Labor Day	First Monday in September
• Veteran's Day	November 11
• Thanksgiving Day	Fourth Thursday in November
• Day after Thanksgiving	Day following Fourth Thursday 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.

(C) VACATION LEAVE

(1) Accrual of, and eligibility to utilize, vacation leave shall commence upon EMPLOYEE's date of employment.

(2) EMPLOYEE shall bank forty (40) hours of vacation leave upon EMPLOYEE's first date of employment.

(3) Vacation leave shall accrue at the rate of fourteen (14) hours per month up to a maximum vacation leave bank of 240 hours. Once the vacation leave

bank reaches 240 hours, vacation accrual will temporarily stop. Vacation accrual will begin again once vacation time has been taken and the vacation leave bank falls below 240 hours.

(4) Once per year, EMPLOYEE may elect to cash out up to eighty (80) hours of unused vacation leave.

(5) In the event one or more municipal holidays fall within a vacation leave, the CITY shall not charge such holiday(s) against vacation leave.

(D) SICK LEAVE

(1) EMPLOYEE is entitled to the use of sick leave with pay, which may be used upon commencement of employment. Sick leave shall accrue at the rate of eight (8) hours per full month of service.

(2) Sick leave may be used for the following purposes:

a. Diagnosis, care, or treatment of an existing health condition of, or preventative care for EMPLOYEE or any of the following of the EMPLOYEE's family members: child of any age or dependency status; parent; parent-in-law; spouse; registered domestic partner; grandparent; grandchildren; or sibling; and

b. For EMPLOYEE, if EMPLOYEE is a victim of domestic violence, sexual assault, or stalking in order for EMPLOYEE to: i) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety or welfare of the employee or his or her child; or ii) obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety.

(3) One-half (1/2) of the EMPLOYEE's accrued and available annual sick leave is protected, and may be used for any of the purposes stated above.

(E) BEREAVEMENT LEAVE

(1) EMPLOYEE shall be granted bereavement of up to five (5) working days whenever death occurs to a member of the EMPLOYEE's family. The CITY will pay up to three (3) days of bereavement leave.

(2) For the purpose of bereavement leave, family shall be defined as in Section 7(D)(2).

(F) MILITARY LEAVE

Military Leave of Absence shall be granted in accordance with provisions of the CITY's Personnel System Rules and Regulations, Administrative Policy 30-14, and as defined in Section 395 *et seq.* of the Military and Veteran's Code of the State of California.

(G) JURY DUTY

Leave of absence with pay shall be granted to a maximum of fifteen (15) working days to EMPLOYEE when serves on a jury. In such cases, EMPLOYEE shall be paid his regular salary. Employees on call for jury duty are expected to report for work. Jury and witness fees EMPLOYEE may receive from court service shall be remitted to the CITY. Mileage reimbursement will be kept by EMPLOYEE.

SECTION 8. INDEMNIFICATION

The CITY shall defend, hold harmless, and indemnify EMPLOYEE using legal counsel of the CITY's choosing, against expense or legal liability for acts or omissions by EMPLOYEE occurring within the course and scope of the EMPLOYEE's employment under this AGREEMENT, determination of the issues, including any and all losses, damages, judgments, interest, settlements, fines, court costs, and the reasonable costs and expenses of legal proceedings, including appeals, and including attorneys' fees, and expert witness fees and all other trial and appellate costs, and other liabilities incurred, imposed upon, or suffered by the EMPLOYEE in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened. In the event there is a conflict of interest between the CITY and the EMPLOYEE such that independent counsel is required for the EMPLOYEE, the EMPLOYEE may engage his own legal counsel, in which event the CITY shall indemnify the EMPLOYEE, including direct payment of all such reasonable costs related thereto.

SECTION 9. ABUSE OF OFFICE OR POSITION

Notwithstanding anything to the contrary, pursuant to the requirements set forth in Government Code Section 53243, if EMPLOYEE is convicted of a crime involving an abuse of his office or position, all of the following shall apply: (i) if EMPLOYEE is provided with administrative leave pay pending an investigation, EMPLOYEE shall be required to fully reimburse CITY such amounts paid; (ii) if CITY pays for the criminal legal defense of EMPLOYEE (which would be in its sole discretion, as it is generally not obligated to pay for a criminal defense), EMPLOYEE shall be required to fully reimburse CITY such amounts paid; and (iii) if this AGREEMENT is terminated, any Severance Pay and Severance Benefits related to the termination that EMPLOYEE may receive from CITY shall be fully reimbursed to CITY or shall be void if not yet paid to EMPLOYEE.

For purposes of this Section, abuse of office or position means either: (i) an abuse of public authority, including, but not limited to waste, fraud, and violation of the law under color of authority; or (ii) a crime against public justice, including, but not limited to the crimes described in Titles 5 through 7 of Part 1 of the California Penal Code.

SECTION 10. NOTICES

Any notices to be given hereunder by either party to the other in writing may be effected either by personal delivery, mail, or email. Mailed notices shall be addressed to the parties as set forth below, but each party may change his/her/its address by written notice given in accordance with this Section. Notices delivered personally or by email will be deemed communicated as of

actual receipt. Mailed notices will be deemed communicated and received as of three (3) calendar days following the date of mailing.

CITY: City of Santa Fe Springs
Attention: Mayor
11710 Telegraph Road
Santa Fe Springs, CA 90670

CITY MANAGER: René Bobadilla
[redacted]

SECTION 11. ENTIRE AGREEMENT AND AMENDMENTS

The CITY and EMPLOYEE acknowledge that no representation, inducement, promise or agreement, oral or written, has been made or is being relied upon which is not set forth in this AGREEMENT. This AGREEMENT supersedes all prior agreements with respect to the subject matter hereof and, to the extent permitted by law, any and all CITY Ordinances, Resolutions or Personnel Rules and Regulations of the CITY that have been or may be adopted. No amendment or modification to this AGREEMENT shall be effective unless such is in writing and signed by the parties.

SECTION 12. EFFECT OF WAIVER/SEVERABILITY

Failure by either party to insist on strict compliance with any term or condition of this AGREEMENT shall not be deemed a waiver of such term or condition, nor shall any such failure be deemed a waiver of that right at any other time. If any provision of this AGREEMENT is held by a court of competent jurisdiction to be unenforceable, the remaining provisions shall remain in full force and effect.

SECTION 13. EMPLOYEE REPRESENTATION

EMPLOYEE represents that he has reviewed this AGREEMENT and has had the opportunity to consult with legal counsel of EMPLOYEE's own choosing with respect to this AGREEMENT. This AGREEMENT shall be deemed to have been drafted by both parties and it shall not be interpreted against either party hereto based upon the drafting hereof.

SECTION 14. GOVERNING LAW

This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California and the venue for any legal action relating to this AGREEMENT shall be the Superior Court of the State of California, County of Los Angeles.

SECTION 15. COUNTERPARTS

This AGREEMENT may be executed in counterparts.

IN WITNESS WHEREOF, the CITY has caused this AGREEMENT to be executed on its behalf by its Mayor and duly attested by its City Clerk; and EMPLOYEE has executed this AGREEMENT on the date first written above.

CITY:

By: _____
Juanita Martin, Mayor

EMPLOYEE:

By: _____
René Bobadilla

ATTEST:

By: _____
Janet Martinez, City Clerk

APPROVED AS TO FORM:

By: _____ for
Ivy M. Tsai, City Attorney

EXHIBIT A

SEPARATION AND RELEASE AGREEMENT

1. **PARTIES**

This Separation, Severance and General Release Agreement ("AGREEMENT") is made and executed as of _____, by and between René Bobadilla ("BOBADILLA") and the City of Santa Fe Springs ("CITY"), collectively the PARTIES.

2. **RECITALS**

2.1 BOBADILLA commenced employment with the CITY as City Manager on or about _____, 2023, pursuant to an employment agreement entered into between the PARTIES on or about _____, 2023.

2.3 This AGREEMENT is made to amicably resolve all matters between BOBADILLA and the CITY regarding BOBADILLA's employment and the cessation of said employment.

2.4 The PARTIES understand and agree that a material purpose of this AGREEMENT is to resolve any disputes and claims arising from or relating to BOBADILLA's employment with the CITY, if any, and provide for a separation payment for BOBADILLA.

3. **CONSIDERATION**

3.1 In exchange for BOBADILLA's execution, faithful performance and compliance with this AGREEMENT, including without limitation the granting of the releases set forth herein, and in full satisfaction and settlement of BOBADILLA's claims, if any, the CITY shall pay BOBADILLA the sum of $ [_____] ("SEVERANCE PAYMENT") in the form of a check made payable to René Bobadilla, to be delivered within ten (10) days of the effective date of this AGREEMENT ("EFFECTIVE DATE"). Required tax withholdings and deductions will be made from the SEVERANCE PAYMENT.

3.2 Respecting the SEVERANCE PAYMENT referenced in paragraph 3.1 above, BOBADILLA understands and agrees that the employee's portion of any federal, state or local taxes, if any, that may be owed or payable on the sums caused to be paid hereunder by the CITY are the sole and exclusive responsibility of BOBADILLA.

3.3 BOBADILLA and the CITY shall otherwise each bear their own attorney fees and costs incurred in connection with any disputes and this AGREEMENT.

3.4 Except as set forth in this Paragraph 3, the PARTIES agree that no other monies or benefits are due, owing or unpaid by reason of BOBADILLA's employment or association with CITY and that no other monies or benefits will be paid or maintained by CITY to/for BOBADILLA, in BOBADILLA's name, or on BOBADILLA's behalf. BOBADILLA expressly agrees that the SEVRANCE PAYMENT described in Paragraph 3 supersede and are in substitution for any payments or benefits under any employment agreement(s), business

agreement(s) or arrangement(s), oral or written promises, or severance policy or plan respecting or regarding his employment or association with CITY.

4. **SPECIFIC ACKNOWLEDEEMENT OF WAIVER OF CLAIMS UNDER ADEA AND OWBPA**

The Age Discrimination in Employment Act of 1967 ("ADEA") makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual's employment on the basis that the individual is age forty (40) or older. The Older Workers Benefit Protection Act ("OWBPA"), 29 U.S.C. sections 626, *et seq.*, Pub. L. 101-433, 104 Stat. 978 (1990)) further augments the ADEA, and prohibits the waiver of any right or claim under the ADEA, unless the waiver is knowing and voluntary. By entering into this AGREEMENT, BOBADILLA acknowledges that he knowingly and voluntarily, for just compensation, waives and releases any rights he may have under the ADEA and/or OWBPA. BOBADILLA further acknowledges that he has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

(a) This waiver/release is written in a manner understood by BOBADILLA;

(b) BOBADILLA is aware of, and/or has been advised of, his rights under the ADEA and OWBPA, and of the legal significance of his waiver of any possible claims he currently may have under the ADEA, OWBPA and/or similar age discrimination laws;

(c) BOBADILLA is entitled to a reasonable time of at least twenty-one (21) days within which to review and consider this AGREEMENT and the waiver and release of any rights he may have under the ADEA, the OWBPA and similar age discrimination laws; but may, in the exercise of his own discretion, sign or reject this AGREEMENT at any time before the expiration of the twenty-one (21) days;

(d) The waivers and releases set forth in this AGREEMENT shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA after the EFFECTIVE DATE of this AGREEMENT;

(e) BOBADILLA has been advised by this writing that he should consult with an attorney prior to executing this AGREEMENT;

(f) BOBADILLA has discussed, or had the opportunity to discuss, this waiver and release with, and been advised with respect thereto by, his counsel of choice, and that he does not need any additional time within which to review and consider this AGREEMENT;

(g) BOBADILLA has seven (7) days following his execution of this AGREEMENT to revoke the AGREEMENT;

(h) Notice of revocation within the seven (7) day revocation period must be provided, in writing, to the CITY pursuant to this paragraph and must state, "I hereby revoke my acceptance of our 'Separation and Release Agreement'"; and

(i) This AGREEMENT shall not be effective until all PARTIES have signed the AGREEMENT and ten (10) days have passed since BOBADILLA's execution of the AGREEMENT.

5. RELEASE

In exchange for the SEVERANCE PAYMENT, representations and covenants made herein, and except only as to such rights or claims as may be created by this AGREEMENT, BOBADILLA hereby, and for his heirs, representatives, successors, and assigns, releases, acquits, and forever discharges the CITY, and all of its agents, officers, current and former elected and appointed officials, current and former employees, representatives, insurers, attorneys, and all persons acting by, through, under, or in concert with any of them, and each of them, from any and all claims (including without limitation all claims for workers compensation benefits, if any), charges, complaints, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected, which BOBADILLA now has or may acquire in the future, which relate to or arise out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred (including without limitation any circumstance(s) giving rise to liability for workers compensation benefits) or was in effect at any time from the beginning of time up to and including the EFFECTIVE DATE of this AGREEMENT ("CLAIMS"), without regard to whether such CLAIMS arise under the federal, state or local constitutions, statutes, rules, ordinances or regulations, workers compensation statutes or the common law. BOBADILLA expressly acknowledges that the CLAIMS forever barred by this AGREEMENT specifically include, but are not limited to, claims related to the disputes, his employment with the CITY and its cessation, any claims for wages, overtime or benefits (including without limitation workers compensation benefits), any alleged breach of any duty, any alleged employment discrimination, harassment, retaliation or unlawful discriminatory act, any alleged breach of any express or implied employment contract, breach of any duty arising out of contract, statute, regulation, ordinance or tort, constructive discharge, wrongful termination or constructive discharge in violation of public policy, or any claim or cause of action including, but not limited to, any and all claims whether arising under any federal, state or local law prohibiting or respecting wrongful termination, breach of employment contract, or employment discrimination, employee injury, death, workers compensation, wrongful hiring, harassment or retaliation based upon sex, race, age, color, religion, handicap or disability, national origin or any other protected category or characteristic, including but not limited to the Federal Fair Labor Standards Act, the California Fair Employment and Housing Act, the Americans With Disabilities Act, Title VII of the Civil Rights Act of 1964, and any other federal, state, or local human rights, civil rights, or employment discrimination or employee rights statute, rule, regulation, ordinance or decisional law.

Additionally, the CITY hereby agrees not to initiate, or proceed with any actions, causes of action, claims, etc., that could be or that have been asserted against BOBADILLA arising out of BOBADILLA' employment with the CITY, in any forum, whatsoever. To the extent that any such actions, causes of action, claims, etc., are, or become pending in any forum whatsoever, the CITY agrees to execute all documents necessary for the withdrawal of such actions, causes of action, claims, with prejudice, forthwith.

6. UNKNOWN CLAIMS

6.1 BOBADILLA on the one hand, and the CITY, on the other hand, each hereby waive and release any rights which the other and its successors, heirs, executives, administrators, may have directly or indirectly, if any, jointly or severally, directly or indirectly,

under the provisions of California Civil Code section 1542, and any similar state or federal statute, which reads in sum, substance or substantial part as follows:

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

6.2 BOBADILLA and the CITY acknowledge that the facts with respect to which each gives this general release may turn out to be different from the facts they now believe to be true. BOBADILLA and the CITY hereby assume the risk of the facts turning out to be different, and agree that this AGREEMENT shall in all respects be effective and not subject to termination or rescission because of any such difference in facts.

7. WAIVER OF ADDITIONAL CLAIMS

BOBADILLA and the CITY hereby waive any provisions of state or federal law that might require a more detailed specification of the claims being released pursuant hereto.

8. REPRESENTATIONS AND WARRANTIES

Each of the PARTIES represent, warrant, and agree as follows:

8.1 No Other Claims: BOBADILLA and the CITY hereby represent and warrant that neither BOBADILLA nor the CITY has filed, nor will they file in the future, any complaint, charge, claim, legal action, or proceeding arising out of BOBADILLA's employment with the CITY, the disputes or the CLAIMS released hereby or in any way related to his employment with the CITY or separation therefrom with any court, agency, board, hearing officer or tribunal against the CITY or any of its agents, officers, current and former elected or appointed officials, current and former employees, representatives, insurers, attorneys, and all persons acting by, through, under, or in concert with any of them. BOBADILLA retains his right to request indemnification from the City pursuant to California Government Code Section 825 *et seq.* with respect to any action brought against BOBADILLA in his capacity as an employee.

8.2 Advice of Counsel: Each party has received, or has had the opportunity to receive, independent legal advice from their respective attorney(s) with respect to the advisability of making the settlement and releases provided herein, with respect to the advisability of executing this AGREEMENT, and with respect to the meaning of California Civil Code section 1542.

8.3 No Fraud in Inducement: No party (nor any officer, agent, employee, representative, or attorney of or for any party) has made any statement or representation or failed to make any statement or representation to any other party regarding any fact relied upon in entering into this AGREEMENT, and neither party relies upon any statement, representation, omission or promise of any other party (or of any officer, agent, employee, representative, or

attorney of or for any party) in executing this AGREEMENT, or in making the settlement provided for herein, except as expressly stated in this AGREEMENT.

8.4 Independent Investigation: Each party to this AGREEMENT has made such investigation of the facts pertaining to this severance and settlement and this AGREEMENT and all the matters pertaining hereto as it deems necessary.

8.5 Comprehension and Authority: Each party or responsible officer thereof has read this AGREEMENT and understands the contents hereof. Any of the officers executing this AGREEMENT on behalf of the CITY are empowered to do so and thereby bind the entity.

8.6 Mistake Waived: In entering into this AGREEMENT and the severance and settlement provided for herein, each party assumes the risk of any misrepresentation, concealment or mistake. If any party should subsequently discover that any fact relied upon by it in entering into this AGREEMENT was untrue, or that any fact was concealed from it, or that it's understanding of the facts or of the law was incorrect, such party shall not be entitled to rescind or set aside the AGREEMENT. This AGREEMENT is intended to be and is final and binding between the PARTIES, regardless of any claims of misrepresentation, promise made without the intent to perform, concealment of fact, mistake of fact or law, or any other circumstance whatsoever.

8.7 Later Discovery: BOBADILLA and the CITY are aware that they may hereafter discover claims or facts in addition to or different from those they now know or believe to be true with respect to the matters related herein. Nevertheless, it is both PARTIES intention to fully, finally and forever settle and release all such matters, and all claims relative hereto, which do now exist, may exist or have previously existed between both PARTIES. In furtherance of such intention, the releases given here shall be and remain in effect as full and complete releases of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

8.8 Ownership of Claims: BOBADILLA represents and warrants as a material term of this AGREEMENT that he has not heretofore assigned, transferred, released or granted, or purported to assign, transfer, release or grant, any of the CLAIMS disposed of by this AGREEMENT. In executing this AGREEMENT, BOBADILLA further represents and warrants that none of the CLAIMS released by his hereunder will in the future be assigned, conveyed, or transferred in any fashion to any other person and/or entity.

8.9 Future Cooperation: The PARTIES will execute all such further and additional documents as shall be reasonable or necessary to carry out the provisions of this AGREEMENT.

9. MISCELLANEOUS

9.1 No Admission: Nothing contained herein shall be construed as an admission by the PARTIES of any liability of any kind. The PARTIES each deny any liability in connection with any claim or wrongdoing. Each party also intends hereby solely to amicably resolve all matters between the PARTIES.

9.2 Governing Law: This AGREEMENT and the rights and obligations of the PARTIES shall be construed and enforced in accordance with, and governed by, the laws of the State of California. The venue for any dispute arising out of or relating to this AGREEMENT shall be the Los Angeles Superior Court.

9.3 Full Integration: This AGREEMENT is the entire agreement between the PARTIES with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This AGREEMENT may be amended only by a further agreement in writing, signed by the PARTIES hereto.

9.4 Continuing Benefit: This AGREEMENT is binding upon and shall inure to the benefit of the PARTIES hereto, their respective agents, employees, representatives, officers, and officials.

9.5 Joint Drafting: Each party has cooperated in the drafting and preparation of this AGREEMENT. Hence, in any construction to be made of this AGREEMENT, the same shall not be construed against any party.

9.6 Severability: In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect.

9.8 Counterparts: This AGREEMENT may be executed in counterparts, and by facsimile and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all PARTIES.

9.9 Executed Copy: All PARTIES shall receive a fully executed copy of this AGREEMENT.

9.10 Notice: Any and all notices given to any party under this AGREEMENT shall be given as provided in this paragraph. All notices given to either party shall be made by certified or registered United States mail, or personal delivery, at the noticing party's discretion, and addressed to the PARTIES as set forth below. Notices shall be deemed, for all purposes, to have been given on the date of personal service or three (3) consecutive calendar days following deposit of the same in the United States mail.

As to BOBADILLA:

René Bobadilla

_____

_____

As to the CITY:

Attn: Director of Finance and Administrative Services
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670

WHEREFORE, the PARTIES hereto have read all of the foregoing, understand the same, and agree to all of the provisions contained herein.

DATED: _____

CITY OF SANTA FE SPRINGS

By:_____
_____, Mayor

DATED: _____

RENÉ BOBADILLA

By:_ _____
RENÉ BOBADILLA

_____

APPROVED AS TO FORM:

By: _____
_____, City Attorney

ITEM # 18

CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Rene Bobadilla, P.E., City Manager

BY: Lana Dich, Director of Finance and Administrative Services.

SUBJECT: **AUTHORIZATION TO ISSUE BLANKET PURCHASE ORDERS/AUTHORIZATIONS FOR FISCAL YEAR 2024 - 25**

DATE: June 4, 2024

RECOMMENDATIONS

It is recommended that the City Council:

1) Authorize issuing Blanket Purchase Orders/Authorization amounts to various vendors for purchases occurring during Fiscal Year 2024-25.

FISCAL IMPACT

The anticipated total amount shall not exceed $2,250,000. The proposed FY 2024-25 budget includes appropriations for the purchase of the items/services required from the vendors/consultants in the table.

BACKGROUND

As part of the assessment process for this request, the Department of Finance reviewed vendors that multiple City departments frequently utilize. The review identified several vendors utilized by multiple departments for various purchases (i.e., office supplies, maintenance supplies, printing, etc). To ensure these purchases meet internal and external purchasing guidelines, it is requested that the City Council authorize issuing blanket purchase orders/authorization to each vendor.

DISCUSSION

As a member of the various cooperative purchasing networks, the City has access to several publicly vetted agreements for a variety of goods and services. Included in this list are Amazon, Cosby Oil, Dell Computers, Home Depot, and Ricoh USA (Print Supplies/Services). These vendors/consultants have valid agreements within the network

or the services are considered exempt in nature. This is pursuant to the guidelines found within Santa Fe Springs Municipal Code Section 34.18.

All purchase orders will be valid for purchases made during the upcoming fiscal year (July 1, 2024 through June 30, 2025).

SUMMARY/NEXT STEPS

The Finance Department is requesting Blanket Purchase Orders/Authorizations with various vendors to ensure the City receives the best pricing and purchases are made in compliance with the local vetting process.

Upon approval, the Department of Finance will issue Blanket Purchase Orders/Authorizations to each vendor in the amounts identified in Attachment No. 1. In total, there are twenty (20) vendors/consultants listed.

Staff will provide an update of accumulated purchases for the Blanket Purchase Orders to the Council at the end of the fiscal year.

ATTACHMENTS

A. Blanket Purchase Order/Authorization List for FY 2024 – 25

Prior Year No.	Vendor Name	Type	Description		Total Amount
3240018	Jeff L. Mahlstede	Blanket	ANNUAL CPP FOR UNIFORMS AND PROMOTIONAL PRODUCTS	$	60,000.00
3240022	Lowes	Blanket	ANNUAL CPP FOR PURCHASE OF HARDWARE & SUPPLIES	$	75,000.00
3240011	Quaient Finance USA	Blanket	ANNUAL CPP FOR POSTAGE METER	$	75,000.00
3240524	Complete Office, LLC	Blanket	ANNUAL CONTRACT FOR OFFICE FURNITURE	$	75,000.00
3240014	Vox Network Solutions	Blanket	ANNUAL CPP FOR TELECOM NETWORK MAINT AND MACORDERS	$	75,000.00
3240054	Daniels Tire Service, Inc.	Service	ANNUAL CPP FOR TIRE SERVICES AND REPAIRS -CITYWIDE	$	75,000.00
3240051	Patricia J. Chen, PC	Service	ANNUAL CPP FOR LEGAL CONSULTING PURPOSES	$	75,000.00
N/A	Hewlett Packard (HP)	Blanket	BLANKET PURCHASE - COMPUTER HARDWARE/SOFTWARE/SUPPLIES	$	75,000.00
N/A	NAPA Auto Parts	Blanket	BLANKET PURCHASE - AUTO PARTS	$	75,000.00
N/A	Dell Computers	Blanket	BLANKET PURCHASE - COMPUTER HARDWARE/SOFTWARE/SUPPLIES	$	75,000.00
3240411	Government Revenue Solutions Holdings, LLC	Service	FINANCIAL CONSULTING SERVICES	$	85,000.00
3240009	Ricoh USA	Blanket	ANNUAL CPP FOR COPIER LEASES AND MAINTENANCE	$	105,000.00
3240019	Walters Wholesale Electric Co.	Blanket	ANNUAL CPP FOR ELECTRICAL SUPPLIES	$	125,000.00
3240059	Star Auto Care	Service	ANNUAL CPP FOR VEHICLE REPAIR	$	150,000.00
3240062	Republic Services	Service	ANNUA CPP CITYWIDE TRASH SERVICES	$	175,000.00
3240052	SC Fuels	Blanket	ANNUAL CPP TO PROVIDE OIL & LUBRICANTS - CITYWIDE	$	175,000.00
3240002	Amazon	Blanket	ANNUAL CPP FOR ONLINE SUPPLY PURCHASES	$	300,000.00
3240037	Cosby Oil Company	Blanket	ANNUAL CPP FOR UNLEADED AND DIESEL FUEL CITYWIDE	$	400,000.00
			Totals	**$**	**2,250,000.00**

ITEM # 19

CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Lana Dich, Director of Finance and Administrative Services

SUBJECT: **RESOLUTION NO. 9913 – ADOPTION OF ANNUAL APPROPRIATION (GANN) LIMIT FOR FISCAL YEAR 2024-25**

DATE: June 4, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1) Adopt Resolution No. 9913 setting the appropriation limit for Fiscal Year 2024-25.

FISCAL IMPACT

NA

BACKGROUND

As required by Article XIII B of the State Constitution, the City Council annually revises the appropriation limit for each upcoming fiscal year. The limit establishes the maximum amount of taxes the City is allowed to collect and appropriate.

ANALYSIS

NA

ENVIRONMENTAL

NA

DISCUSSION

We recently received information regarding the various factors that we may use to adjust the appropriations limit for Fiscal Year 2024-25.

The limit is adjusted each year based on two categories of adjustments, changes in (1) cost of living and (2) population. Within each adjustment category there are two factors from which the City can choose in calculating the new limit.

For the cost of living adjustment, the law allows a choice between the following:

- The increase in California per capita income (3.62%)
- The percentage change in the local assessment roll due to the addition of non-residential new construction (8.02%)

For the population growth adjustment, the law allows a choice between the following:

- Los Angeles County population change (increase of 0.05%).
- The City of Santa Fe Springs' own population change (decrease of 0.34%).

Using the most advantageous factors above (change in the local assessment roll due to the addition of non-residential new construction and the change in the City of Santa Fe Springs' own population change), the City's appropriation limit for Fiscal Year 2024-25 is calculated to be $3,517,307,269. The City's Fiscal Year 2024-25 budget subject to this limit is calculated at $75,311,200.

The majority of California cities report appropriation limits well in excess of actual appropriations subject to the limit. For the City of Santa Fe Springs, the large excess of the limit over subject appropriations is primarily a result of the fact that the change in local assessment roll due to the addition of non-residential new construction ranged from 7.33% to 33.15% between fiscal years 2006-07 and 2024-25.

The appropriations limit, which seeks to cap increases in government spending, was established by the passage of Proposition 4 in 1979. The limit was put in place one year following the passage of Proposition 13 in 1978, which limited cities' ability to increase property tax revenue. Proposition 218, passed in November 1996, also limited cities' ability to implement or raise general-purpose taxes, assessments, and certain property-related fees without voter approval. Although the City has the capacity to increase spending under the appropriations limit restriction, the City's budget is constrained by limits on increasing revenues.

The appropriation limit calculation and appropriations subject to the limit are detailed in Exhibit A of Resolution No. 9913.

SUMMARY/NEXT STEPS

The GANN appropriation limit will be added to the budget document.

ATTACHMENT(S):

A. Resolution No. 9913 (including Exhibit A)
B. Adjustment factors information from the State of California and the County of Los Angeles

ITEM STATUS:	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

APPROVED:
ITEM NO.:

RESOLUTION NO. 9913

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS ADOPTING THE ANNUAL APPROPRIATION LIMIT FOR THE FISCAL YEAR 2024-25

WHEREAS, the City Council must annually adjust the appropriation limit based on either the change in the California per capita personal income or the percentage change in local assessment roll from the preceding year due to the addition of local non-residential construction in the City and either the City's own population growth or the population growth of the entire county; and

WHEREAS, the decision as to which of the options to select must be done by a recorded vote of the City Council;

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

Section 1: In calculating the appropriation limit, the City has utilized the percentage change in the local assessment roll due to the addition of non-residential new construction applicable to the fiscal year 2024-25 limit of 8.02%.

Section 2: In calculating the appropriation limit, the City has utilized the population growth factor for City of Santa Fe Springs' own population from January 1, 2024 to January 1, 2025 of 0.34%.

Section 3: The appropriation limit for Fiscal Year 2024-25 is $3,517,307,269 as calculated on Exhibit "A" attached hereto.

Section 4: The City reserves the right to change or revise any growth factors associated with the calculation of the appropriation limit in the present or future.

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

PASSED, APPROVED and ADOPTED this 4th day of June 2024 by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jay Sarno, Mayor

ATTEST:

_____
Fernando N. Muñoz, Deputy City Clerk

EXHIBIT A

CALCULATION OF APPROPRIATION LIMIT
FISCAL YEAR 2024-25

		Amount	
Fiscal Year 2023-24 Appropriation Limit	$	3,245,047,762	
Adjustment Factor (Rounded to 4 Decimal Places)		1.0839	**(A)**
Adjustment		272,259,507	
Fiscal Year 2024-25 Appropriation Limit	**$**	**3,517,307,269**	**(B)**

Adjustment Factor Calculation:			Change %	Change As a Ratio	
Adjustment for increase in non residentail new construciton:			8.02%	1.0802	
Adjustment for growth in City of Santa Fe springs:			0.34%	1.0034	
Combined Adjustment Factor	1.0802	X 1.0034		1.0839	**(A)**

Appropriations Subject to the Limit (2023-24 Proposed Budget Figures):

Property Tax	$	5,500,000	
Utility User's Tax		8,000,000	
Sales & Use Tax		39,440,000	
Transaction & Use Tax		17,560,000	
Transient Occupancy Tax		150,000	
Business Operations Tax		770,000	
Property Transfer Tax		370,000	
Barrel Tax		110,000	
Vehicle in Lieu Tax		2,600,000	
Interest (50% allocated to proceeds from taxes)		500,000	
Public Safety Augmentation Fund		211,200	
Supplemental Law Enforcement Services Fund		100,000	
Total Appropriations Subject to the Limit		75,311,200	
Appropriations Limit		3,517,307,269	**(B)**
Amount Under the Limit	**$**	**3,441,996,069**	

May 2024

Attachment A

A. **Price Factor**: Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2024-25 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2024-25	3.62

B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2024-25 appropriation limit.

2024-25:

Per Capita Cost of Living Change = 3.62 percent
Population Change = 0.17 percent

Per Capita Cost of Living converted to a ratio: $\frac{3.62 + 100}{100} = 1.0362$

Population converted to a ratio: $\frac{0.17 + 100}{100} = 1.0017$

Calculation of factor for FY 2024-25: 1.0362 x 1.0017 = 1.0379

Fiscal Year 2024-25

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2023 to January 1, 2024 and Total Population, January 1, 2024

County City	Percent Change 23-24	--- Population Minus Exclusions --- 1-1-23	1-1-24	Total Population 1-1-24
La Canada Flintridge	-0.20	20,089	20,048	20,048
La Habra Heights	-0.45	5,513	5,488	5,488
Lakewood	-0.25	80,365	80,162	80,162
La Mirada	-0.40	48,271	48,077	48,077
Lancaster	-0.10	169,939	169,776	172,631
La Puente	-0.19	37,530	37,459	37,459
La Verne	0.06	31,678	31,697	31,697
Lawndale	-0.55	31,026	30,855	30,855
Lomita	-0.38	20,397	20,320	20,320
Long Beach	-0.18	459,315	458,498	458,813
Los Angeles	0.27	3,800,438	3,810,548	3,814,318
Lynwood	-0.23	66,424	66,271	66,271
Malibu	-0.18	10,640	10,621	10,621
Manhattan Beach	-0.50	34,367	34,195	34,195
Maywood	-0.49	24,572	24,451	24,451
Monrovia	1.39	37,563	38,087	38,087
Montebello	0.32	61,730	61,930	61,930
Monterey Park	-0.42	59,592	59,340	59,347
Norwalk	-0.39	100,732	100,341	101,172
Palmdale	-0.02	166,089	166,055	166,055
Palos Verdes Estates	-0.44	13,031	12,974	12,974
Paramount	-0.34	52,331	52,153	52,153
Pasadena	1.09	138,187	139,692	139,692
Pico Rivera	-0.32	61,014	60,820	60,820
Pomona	0.68	151,132	152,166	152,166
Rancho Palos Verdes	-0.50	41,106	40,902	40,919
Redondo Beach	-0.27	68,424	68,239	68,239
Rolling Hills	-0.53	1,686	1,677	1,677
Rolling Hills Estates	0.46	8,495	8,534	8,534
Rosemead	0.08	50,503	50,541	50,541
San Dimas	-0.31	34,027	33,920	33,920
San Fernando	0.04	23,633	23,643	23,643
San Gabriel	-0.09	38,648	38,613	38,613
San Marino	0.23	12,350	12,379	12,379
Santa Clarita	-0.27	231,045	230,428	230,428
Santa Fe Springs	-0.34	18,574	18,511	18,640
Santa Monica	0.34	92,598	92,912	92,912
Sierra Madre	-0.15	10,925	10,909	10,909
Signal Hill	-0.35	11,488	11,448	11,448
South El Monte	-0.21	19,482	19,441	19,441

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2024-25

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2023 to January 1, 2024 and Total Population, January 1, 2024

County City	Percent Change 23-24	--- Population Minus Exclusions --- 1-1-23	1-1-24	Total Population 1-1-24
South Gate	0.03	92,701	92,729	92,729
South Pasadena	-0.37	26,367	26,270	26,270
Temple City	-0.18	36,040	35,975	35,975
Torrance	-0.36	143,433	142,910	142,910
Vernon	-0.49	206	205	205
Walnut	-0.10	27,896	27,867	27,867
West Covina	0.65	108,404	109,105	109,105
West Hollywood	-0.44	35,229	35,075	35,075
Westlake Village	-0.45	7,938	7,902	7,902
Whittier	0.22	87,333	87,527	87,527
Unincorporated	-0.19	998,818	996,956	997,587
County Total	0.05	9,810,925	9,815,428	9,824,091

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

JEFFREY PRANG
Assessor

OFFICE OF THE ASSESSOR
COUNTY OF LOS ANGELES

Assessor Los Angeles County
Valuing People and Property

May 16, 2024

Ms. Lana Dich
Director of Finance
City of Santa Fe Springs
11710 Telegraph Rd.
Santa Fe Springs, CA 90670

Dear Ms. Dich:

Your agency, the City of Santa Fe Springs, in order to effect an adjustment of its Gann Limit, has requested that the Assessor's Office supply the percentage change in total assessed valuation for the city over that of the preceding year, due to nonresidential new construction.

For the City of Santa Fe Springs, the 2023-2024 net change in nonresidential new construction, applicable to the 2024-2025 budget, is 8.02%.

If we can be of further service, please call Kevin Quon at (213) 974-4877.

Sincerely,

Kevin Quon
Appraiser
Quality Assurance

Enclosures

COUNTY OF LOS ANGELES - OFFICE OF THE ASSESSOR

Proposition 111 Analysis

Non-Residential New Construction (SE City Report) Current - 7/9/23		New Construction	Lesser Maintenance	Other Construction	Total New Construction
Commercial - Industrial	Authorizations	$25,213,690	$0	$0	$25,213,690
	Current	$0	$0	$0	$0
Other	Authorizations	$0	$0	$0	$0
	Current	$0	$0	$0	$0
Total New Construction		$25,213,690	$0	$0	$25,213,690
Add Fixtures (SV16 Report) Current - 7/11/23				$618,642,321	
Less Fixtures (SV16 Report) Prior - 7/21/22				$576,226,836	
Net Fixtures Adjustment					$42,415,485
Net Increase in New Non-Res Construction from Prior Year					$67,629,175
City Total (SV 16 Report)		**Secured RE & PP Exemptions**	**Unsecured PP Exemption**	**Net Assessed Values**	**Total Assessed Values**
Current Year - 7/11/23		$59,165,980	$24,000	$10,922,993,645	$10,982,183,625
Prior Year - 7/21/22		$137,173,989	$187,586	$10,001,872,876	$10,139,234,451
Net Increase in Local Assessment Roll From Prior Year					$842,949,174
Percentage Increase Allowable = New Non-Res Growth / Total Roll Growth X 100				=	8.02%
Percentage Increase Allowable (without Fixtures)					2.99%

YEAR	2023-2024	AGENCY	City of Santa Fe Springs	AGENCY NO.	250.00

ITEM # 20

CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Maricela Balderas, Director of Community Services

SUBJECT: **IN-KIND SERVICES AGREEMENT WITH THE SOUTHEAST AREA SOCIAL SERVICES FUNDING AUTHORITY (SASSFA) FOR CONGREGATE AND HOMEBOUND MEAL PROGRAMS**

DATE: June 4, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1) Approve and authorize the Director of Community Services to execute the In-kind Services Agreement (Agreement) with the Southeast Area Social Services Funding Authority (SASSFA) for congregate and homebound meal programs in FY 2024-2025; and

2) Take such additional, related action that may be desirable.

FISCAL IMPACT

The Agreement has no direct fiscal impact to the General Fund.

The meal programs are funded, in part by a grant from the Los Angeles County Area Agency on Aging (AAA) acquired by SASSFA. The SASSFA meal programs also receives supplemental in-kind funding from the City and participant donations. These in-kind City provisions are broken-down by monthly rates, with an estimated usage space of 3,100 square feet, totaling a yearly value of $34,734.00.

BACKGROUND

The City of Santa Fe Springs partners with SASSFA to provide daily weekday congregate and homebound delivered meals to its senior citizen population. The meal programs provide daily nutritious lunches to older adults at Gus Velasco Neighborhood Center.

SASSFA staff also prepares, packages, and delivers meals to homebound frail elderly and disabled residents in the community. This Agreement authorizes SASSFA to utilize the Gus Velasco Neighborhood Center (GVNC) facility, office space, utilities, equipment, and custodial services to operate the meal programs on the City's behalf.

The term of the Agreement is July 1, 2024 through June 30, 2025.

ANALYSIS

Approval and authorization of this Agreement allows SASSFA the continued use of the GVNC facility, utilities, and equipment for operation of the congregate and homebound meal programs. This will allow the City and SASSFA to provide uninterrupted low-cost meal services for the City's senior citizen and disabled populations, and will support all services listed in the agreement. SASSFA operates at the GVNC Monday through Friday between the hours of 8:00 a.m. and noon. Furthermore, the Agreement serves as required documentation for SASSFA's auditing purposes and fulfills the Los Angeles County AAA grant requirement.

The approval of the agreement allows the City to provide for additional resources to be offered to the senior citizen community of Santa Fe Springs.

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

Upon approval of the City Council of the recommended actions, City staff will provide the executed agreement to SASSFA for their supporting documentation for the Los Angeles County AAA Grant and allow continued use of the GVNC.

ATTACHMENT(S):

A. In-kind Services Agreement "A"

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐

IN-KIND SERVICES AGREEMENT "A"

(Between the Applicant Agency and a Second Party)

Effective July 1, 2024 through June 30, 2025

City of Santa Fe Springs agrees to provide
(In-Kind Agency)

SASSFA with the following
(Applicant Agency)

in-kind services:

PROGRAM CATEGORY	TYPE OF SERVICE PROVIDED	RATE PER MONTH	SQ/FOOTAGE (OR TIME/MO)	TOTAL ANNUAL $ VALUE
Senior Services that include: Congregate & Home Delivered Meals, Caregiver Support, Home Based Care Services	**Facility**	**$859**	**3,000**	**$10,308**
	Office Space	**$156**	**100**	**$1,872**
	Utilities	**$516**		**$6,192**
	Equipment	**$724.50**		**$8,694**
	Custodial	**$639**		**$7,668**
			TOTAL	**$34,734**

AGREEMENT SUMMARY:

The City of Santa Fe Springs agrees to provide SASSFA with space at the Gus Velasco Neighborhood Center to provide elderly nutrition by means of congregate and home delivered meals.

In-Kind Agency: **City of Santa Fe Springs**
Name /Title: _____
Date: _____
Signature: _____

Applicant Agency: **SASSFA**
Name /Title: **Kirk Kain, Executive Director**
Date: **July 1, 2024**
Signature: _____

ITEM # 21

CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: James Enriquez, P.E., Director of Public Works / City Engineer

SUBJECT: **POLICE SERVICES STAGING FACILITY STORM DAMAGE – EMERGENCY REPAIRS UPDATE**

DATE: June 4, 2024

RECOMMENDATION:

It is recommended that the City Council:

1) Pursuant to Santa Fe Springs Municipal Code Section 34.23 and California Public Contract Code Section 22050, by a four-fifths vote authorize continuing the repairs without competitive bidding; and

2) Take such additional, related, action that may be desirable.

FISCAL IMPACT

Although the extent of the storm damage has been assessed, the total cost of the repair is not known at this time. Staff continues to solicit contractor proposals to complete the repair work as needed and as more information is gathered with respect to the needed repairs. The purchase orders executed to date are listed below. Staff will report at a future City Council meeting as further information develops and the complete scope of the repairs is determined and priced.

Expenses encumbered to date related to this emergency repair include:

- **Purchase Order #2240222:** $43,610.60 for testing and construction demolition with Restoration Unlimited (Santa Fe Springs, CA)
- **Purchase Order #2240262:** $115,680 for waterproofing with Innovative Painting & Waterproofing (Santa Fe Springs, CA)

BACKGROUND

The severe storms that hit Southern California the week of February 4, 2024, resulted in historic rainfall totals throughout the region, prompting Governor Newsom to proclaim a state of emergency in various counties, including Los Angeles. The County of Los Angeles followed with the proclamation of a local state of emergency.

The intense and prolonged rainfall caused significant flooding of the City's Police Services Staging Facility located adjacent to the Municipal Services Yard. Flooding was experienced in both the Men's and Women's Locker Rooms and Restroom/Showers as well as the adjacent gym. The flooding rendered these areas uninhabitable and in need of repairs before the space can be reoccupied.

Public Works maintenance staff worked throughout the storms to sweep and vacuum the water to minimize the extent of the flooding, but were ultimately unable to keep up with the volume of water entering the building from the rear wall adjacent to the railroad right-of-way. Eventually, maintenance crews ceased water removal and began removing gym equipment and mats so that the source of the flooding could be more easily identified.

Although one location was identified where the majority of the water was entering the building, the extent of the flooding has saturated the walls in a significant portion of the facility. Under the City Manager's authority pursuant to Santa Fe Springs Municipal Code Section 34.23, staff continues to negotiate with contractors to provide various services to repair the damage.

The first step in the repair process required demolition work to assess the full extent of the damage and expose the source of the flooding in order to develop a scope of work for repairs to prevent future flooding and restore the damaged interior.

Staff contracted with Restoration Unlimited (Santa Fe Springs, CA) for the initial testing and demolition work. Sampling for preconstruction testing was conducted on March 6. Based on testing results, demolition was started on March 18, exposing the likely source of the rainwater intrusion. Staff solicited proposals from two waterproofing contractors. Waterproofing must be completed before restoration work to prevent further water damage. The proposal from Innovative Painting & Waterproofing, LLC (Santa Fe Springs) was selected and a purchase order was executed.

A Right-of-Entry permit is required from BNSF Rail Road in order to complete the waterproofing work. The permit application was submitted on April 23 and BNSF provided the Right-of-Entry Agreement on May 21. Staff is in the process of submitting the requested insurance certificates to BNSF. Once the certificates are approved, BNSF requires a 10-day notice prior to starting the work. The waterproofing work will be scheduled once the 10-day notice is provided and is anticipated to be completed within two weeks. The restoration of the interior finishes will commence once the waterproofing is completed.

ENVIRONMENTAL

Not applicable.

DISCUSSION

Staff has been in close communication with the City Manager of the City of Whittier and police administration since the flooding began. Given the extent of the flooding, the City of Whittier provided notice on February 7, 2024, that they would temporarily vacate the facility until permanent repairs are completed. Limited staff and equipment was temporarily relocated to the City's Police Services Building on Jersey Avenue and the majority of the patrol operations were moved to the Whittier Police Station. The Police Staging building was vacated on February 26, 2024.

Repairs are currently estimated to be completed in 2 to 3 months. It should also be noted that this assumes all repairs are completed as an emergency, without competitive bidding. Competitive bidding would require the solicitation of services by an architect to develop plans and specifications. The solicitation process and the time to develop documents could add an additional 9 to 12 months to the schedule.

SUMMARY/NEXT STEPS

Upon the approval of the City Council of the recommended actions, City staff will continue to coordinate the emergency repairs of the facility. Pursuant to the Public Contract Code Section 22050, staff will provide updated reports at subsequent City Council meetings as the situation develops, more information is gathered, and a plan of action for the repairs is determined and scheduled.

ATTACHMENTS:

None.

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐

ITEM # 22

CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: James Enriquez, P.E., Director of Public Works / City Engineer

SUBJECT: **APPROVE AN AGREEMENT FOR CATCH BASIN MAINTENANCE WITH RON'S MAINTENANCE, INC.**

DATE: June 4, 2024

RECOMMENDATION:

It is recommended that the City Council:

1) Approve an agreement with Ron's Maintenance, Inc., for catch basin inspection and cleaning, for a period of three years with two one-year renewal options for a not-to-exceed annual amount of $109,080.00; and

2) Authorize the City Manager to execute the agreement; and

3) Take such additional, related, action that may be desirable.

FISCAL IMPACT

Catch basin cleaning and inspections is budgeted within the Public Works Streets Maintenance and Operation budget. There is sufficient funding available within the budget to cover the annual contract amount of $109,080.

BACKGROUND

The City of Santa Fe Springs maintains approximately 695 catch basins within its boundaries. These catch basins are required to be regularly inspected and cleaned to ensure proper operation of the drainage system and protect water quality. Due to new regulations the City is responsible for maintaining all catch basins within the City's boundaries and servicing them a minimum of three times during the wet season (October through April) and once during the dry season (May through September), a total of four times per year.

The Gateway Water Management Authority (GWMA), of which the City is a member, issued a Request for Proposals (RFP) for Municipal Storm Sewer Catch Basin Cleaning on July 26, 2023 on behalf of its members. A total of three (3) proposals were received by GWMA staff. Proposals were submitted by Nationwide Environmental Services (NES), Ron's Maintenance (RMI), and United Stormwater (United). The three proposals were deemed responsive to GWMA's requirements. As a member, the City is authorized to utilize the services proposed in response to this RFP. The proposed agreement also complies with Santa Fe Springs Code Section 34.18 with respect to cooperative and piggyback purchasing.

The three proposals received by the GWMA are as follows:

COMPANY	PRICE PER CATCH BASIN, MODIFIED OR UNMODIFIED	TOTAL ANNUAL COST
Nationwide Environmental Services	$ 48.60	$ 135,108.00
United Storm Water Inc.	$ 42.00	$ 116,760.00
Ron's Maintenance Inc.	$ 30.00	$ 83,400.00

The proposed annual budget for the proposed services utilizing Ron's Maintenance is as follows:

Catch Basin Maintenance (695 CBs x $30 x 4)	$ 83,400.00
Contingency - 20%	$ 25,680.00
Total Annual Cost	**$ 109,080.00**

ANALYSIS

Regular inspection, cleaning, and maintenance are required under the City's MS4 permit and other storm water quality management regulations.

ENVIRONMENTAL

Not applicable.

DISCUSSION

Catch basin inspection and cleaning will provide improved street drainage and ensure compliance with the City's MS4 permit and other storm water quality management regulations.

SUMMARY/NEXT STEPS

Upon City Council approval, staff will coordinate the execution of the agreement and initiation of the services with Ron's Maintenance, Inc.

ATTACHMENTS:

A. Agreement with Ron's Maintenance, Inc.

ITEM STATUS:	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

ATTACHMENT A

CITY OF SANTA FE SPRINGS
PROFESSIONAL SERVICES AGREEMENT
WITH
RON'S MAINTENANCE, INC.

This Professional Services Agreement ("Agreement") is made and effective as of June 4, 2024 ("Effective Date"), by and between the City of Santa Fe Springs, a California municipal corporation, ("City") and Ron's Maintenance, Inc., a California corporation ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on June 4, 2024 and shall remain and continue in effect for a period of three years ending on June 4, 2027, unless sooner terminated pursuant to the provisions of this Agreement. The term may be extended for up to two additional one-year periods upon mutual agreement of the parties in writing.

2. SERVICES

Contractor shall perform the services described and set forth in the Contractor's Proposal to the Gateway Water Management Authority (GWMA), attached hereto as Exhibit A, and Contractor's Fee Proposal to the City attached hereto as Exhibit B, both incorporated herein as though set forth in full ("Services"). Contractor shall complete the Services according to any schedule of performance set forth in Exhibit B. To the extent that Exhibits A and B contain provisions inconsistent with this Agreement, the provisions of this Agreement shall govern.

3. PERFORMANCE

Contractor shall at all times faithfully, competently and to the best of Contractor's ability, experience, and talent, perform all tasks described herein. Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor under this Agreement.

4. CITY MANAGEMENT

The Director of Public Works shall represent the City in all matters pertaining to the administration of this Agreement, including review and approval of all products submitted by Contractor.

5. PAYMENT

A. City agrees to pay Contractor based upon work completed and invoiced for the prior month and shall be paid within 30 days of receipt, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B.

This amount shall not exceed $109,080 annually for the total term of the Agreement, unless additional payment is approved as provided in this Agreement.

B. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Director of Public Works. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to in writing by the City and Contractor at the time the City's written authorization is given to Contractor for the performance of said services.

C. Contractor will submit invoices monthly for actual Services performed. Contractor agrees to participate in the City's Electronic Funds Transfer program and to receive electronic payments for the Services. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's Services or fees, it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within forty-five (45) days of receipt of an invoice therefor.

6. TERMINATION OF AGREEMENT WITHOUT CAUSE

A. The City may at any time, for any reason, without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon Contractor at least ten (10) days' prior written notice. Upon receipt of said notice, Contractor shall immediately cease all Services under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

B. In the event this Agreement is terminated pursuant to this section, the City shall pay to Contractor the actual value of the Services performed up to the time of termination, unless the City disputes any of the Services performed or fees. Upon termination of the Agreement pursuant to this section, Contractor will submit an invoice to the City pursuant to Section 5.

7. DEFAULT OF CONTRACTOR

If the City determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, the City shall serve Contractor a written notice of the default. Contractor shall have seven (7) days after service of said notice to cure the default. In the event that Contractor fails to cure the default within such period of time or fails to present the City with a written plan for the diligent cure of default if such default cannot be cured within seven days, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement. Contractor shall be responsible for costs incurred by the City due to Contractor's failure to comply with this section. The City shall have the right to offset against the amount of any fees due to Contractor any costs incurred by the City as a result of Contractor's default.

8. OWNERSHIP OF DOCUMENTS

A. Contractor shall maintain complete and accurate records with respect to tasks, costs, expenses, receipts, and other such information required by the City that relate to the performance of Services under this Agreement. Contractor shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of the City or its designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit the City to make transcripts or copies therefrom as necessary; and shall allow inspection of all Services, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the Services shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of Contractor. With respect to computer files, Contractor shall make available to the City, at the Contractor's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Contractor hereby grants to the City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Contractor in the course of providing the Services under this Agreement.

9. INDEMNIFICATION AND DEFENSE

A. Indemnification. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City and any and all of its officials, employees, agents, and/or volunteers (“Indemnified Parties”), from and against any and all claims, demands, actions, suits, losses, liabilities, damages, costs, and expenses, including attorney’s fees and costs, arising out of or in any way connected with the performance of Consultant, its officers, agents, employees, and/or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) under this Agreement, including all acts or omissions, willful misconduct, or negligent conduct, whether active or passive, on the part of Consultant, its officers, agents, employees, and/or subconsultants. Consultant’s duty to indemnify and hold harmless the Indemnified Parties shall not extend to the sole negligence or willful misconduct of the Indemnified Parties.

B. Duty to Defend. In the event the Indemnified Parties, individually or collectively, are made a party to any claim, action, lawsuit, or other adversarial proceeding

arising or alleged to arise out of or is in any way connected with the performance of Consultant's services under this Agreement, and upon demand by the City, Consultant shall immediately defend the Indemnified Parties at Consultant's cost or at the City's option to reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters, regardless of whether or not Consultant, its officers, agents, employees, and/or subconsultants are specifically named or otherwise asserted to be liable, and regardless of whether or not there is any evidence of finding of fault or wrongdoing by Consultant, its officers, agents, employees and/or sub consultants. Payment by the City is not a condition precedent to enforcement of this provision.

C. In the event of any dispute between Consultant and the City as to whether liability arises from the sole negligence or willful misconduct of the City or its officials, employees, agents, and/or volunteers, Consultant will be obligated to pay for the City's defense until such time as a final judgment has been entered adjudicating the Indemnified Parties as solely negligent or to have acted with willful misconduct. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs, including but not limited to attorney's fees, expert fees, and costs of litigation.

10. INSURANCE

Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached hereto and made a part of this Agreement.

11. INDEPENDENT CONTRACTOR

A. Contractor is and shall at all times remain as to the City a wholly independent Contractor and/or independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither the City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.

B. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, the City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for the City. The City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder. Contractor 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 Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor shall indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by this Agreement. Contractor further agrees to indemnify and hold the City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. The City shall have the right to offset against the amount of any fees due to Contractor under this Agreement as a result of Contractor's failure to promptly pay to the City any reimbursement or indemnification arising under this paragraph.

C. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless the City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor 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 the City.

D. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor 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 the City, including but not limited to eligibility to enroll in CalPERS as an employee of the City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for CalPERS benefits.

12. LEGAL RESPONSIBILITIES

Contractor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of Services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws and regulations. The City and its officials, officers, employees, and agents, shall not be liable at law or in equity occasioned by failure of Contractor to comply with this Section.

13. UNDUE INFLUENCE

Contractor declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Contractor, or from any officer,

employee or agent of Contractor, in connection with this Agreement or any Services to be conducted as a result of this Agreement. Violation of this section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO CITY EMPLOYEES

No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Services during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any Agreement or sub-agreement, or the proceeds thereof, for Services to be performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

A. All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without the City's prior written authorization, unless the information is clearly public. Contractor, its officers, employees, agents, or subcontractors, shall not without written authorization from the City Manager or designee, or unless requested by the City's attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the Services performed under this Agreement or relating to the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives the City notice of such court order or subpoena.

B. Contractor shall promptly notify the City should Contractor, its officers, employees, agents, and/or subcontractors be served with any summons, complaint, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the Services performed hereunder or with respect to any project or property located within the City, unless the City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Contractor is prohibited by law from informing the City of such Discovery. The City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless the City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Contractor in such proceeding, Contractor agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Contractor. However, the City's right to review any such response does not imply or mean the right by the City to control, direct, or rewrite said response, or that the City has an obligation to review any such response or verifies any response it has reviewed.

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii)

delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mail by the United States Postal Service, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To The City:	City of Santa Fe springs 11710 E. Telegraph Road Santa Fe Springs, CA 90670 Attention: Jesse Sira, Water Utility Manager
To Contractor::	Ron's Maintenance, Inc. P.O. Box 4562 Downey, CA 90241 Attention: Ron Norman

17. ASSIGNMENT

Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Before retaining or contracting with any subcontractor for any services under this Agreement, Contractor shall provide the City with the identity of the proposed subcontractor, a copy of the proposed written contract between Contractor and such subcontractor which shall include and indemnity provision similar to the one provided herein and identifying the City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subcontractor carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

18. LICENSES

At all times during the term of this Agreement, Contractor shall have in full force and effect all licenses required of it by law for the performance of the Services described in this Agreement.

19. GOVERNING LAW

The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and

pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. AMENDMENTS

Any amendments to this Agreement must be in writing and executed by the parties hereto, or their respective successors and assigns, in order to be valid.

22. NON-EXCLUSIVE AGREEMENT

Contractor acknowledges that the City may enter into agreements with other Contractors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

23. ATTORNEYS' FEES

In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

24. CONSTRUCTION

The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

25. WAIVER

The delay or failure of any party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

26. SEVERABILITY

If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

27. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

28. AUTHORITY TO EXECUTE THIS AGREEMENT

The persons executing this Agreement on behalf of the parties warrants and represents that they have the authority to execute this Agreement on behalf of said parties and has the authority to bind the parties to the provisions of this Agreement.

29. ELECTRONIC SIGNATURES

The parties acknowledge and agree that execution of this Agreement by electronic signatures or electronic transmittal of signatures are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

[If Contractor is a corporation, two signatures are required: Signature 1 – the Chairperson of the Board, the President, or any Vice President; Signature 2 – the Secretary, any Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer (Corp. Code § 313).]

CITY OF SANTA FE SPRINGS

Name René Bobadilla, P.E.
Title: City Manager

RON'S MAINTENANCE, INC.

Name _____
Title: _____
Date: _____

ATTEST

Fernando Muñoz, Deputy City Clerk

CONTRACTOR

Name _____
Title: _____
Date: _____

APPROVED AS TO FORM:

_____
Ivy M. Tsai, City Attorney

Attachments:

	Exhibit A	Contractor's Proposal
	Exhibit B	Contractor's Fee Proposal
	Exhibit C	Insurance Requirements

EXHIBIT A

CONTRACTOR'S PROPOSAL TO GWMA

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August 18, 2023

Request for Proposal For Municipal Storm Sewer Catch Basin Cleaning (RFP 2023-01)

A Proposal Submitted to the Gateway Water Management Authority

RON'S MAINTENANCE INC.
P.O. BOX 4562
DOWNEY, CA 90241

DocuSign Envelope ID: C227AAB4-B17A-46D6-B31A-BA2F84841DB5

RMI
CATCH BASIN AND STORM DRAIN
MAINTENANCE SERVICES

August 18, 2023

Gateway Water Management Authority
Attn: Ms. Traci Gleason
16401 Paramount Blvd.
Paramount, CA 90723

RE: REQUEST FOR PROPOSAL – MUNICIPAL STORM SEWER CATCH BASIN CLEANING (RFP 2023-01)

Ron's Maintenance, Inc. (RMI) has reviewed the requested for proposal and is pleased to submit the attached proposal to the Gateway Water Management Authority (GWMA) for Municipal Storm Sewer Catch Basin Cleaning services.

RMI has been committed to providing the Contracting Agencies of the GWMA with superior catch basin cleaning services since 2011. If selected, RMI promises continued delivery of unparalleled service in inspection and cleaning of the approximately 1488 catch basins within the San Gabriel River Watershed and 16,177 modified and unmodified catch basins within the Los Angeles River Watershed. RMI guarantees our level of service, and cost-effective approach can not be duplicated by our competitors.

As company President, I Ron Norman, have the legal authority to negotiate and contractually bind RMI. Should you have any questions or need additional information, please feel free to contact me via email at Ron@ronsmaintenance.com or by telephone at (213) 359-3827.

Sincerely,

Ronnie Norman

Ronnie Norman,

President/CEO
Ron's Maintenance, Inc.

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PROPOSER (COMPANY) INFORMATION

COMPANY BACKGROUND

Ron's Maintenance, Inc. (RMI), was founded in 1994 by Ron Norman in Los Angeles, CA and has been providing municipal catch basin and storm drain clean-out services to municipal agencies throughout southern California for nearly thirty (30) years. We take the responsibility of protecting the environment seriously, by maintaining catch basins to prevent blockages of the municipal storm sewer system and to minimize the amount of pollutants discharged into our local waterways.

At RMI we are committed to providing municipal agencies with unsurpassed catch basin and storm drain cleaning and inspection services, utilizing the most efficient and cost-effective cleaning methods in the industry. RMI utilizes a computerized work order management system to track cleaning and inspection activities in real time. Vital information is collected in RMIs work order management system, including the date of cleaning and/or inspection; maintenance and/or repair requirements; the amount of trash, sediment, and green waste removed; and if the catch basin was re-stenciled. The information collected is utilized to optimize future catch basin cleaning and maintenance efforts. Our optimized cleaning and inspection program helps to reduce street flooding, to minimize nuisance odors, and to significantly reduce the discharge of pollution to our waterways.

RMI'S COMPANY PROFILE

- RMI is an S Corporation, owned and operated by Ron Norman.
- There are no subsidiaries or parent companies.
- C-61/D63 General Contractor License: License number 972124

All services will be directed from our company yard located at 5428 S Broadway St, in the City of Los Angeles. All written communication should be mailed to P.O. Box 4562, Downey, CA 90241.

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UNDERSTANDING OF NEED

The GWMA is soliciting bids on behalf of its Contracting Agencies to provide annual catch basin cleaning and inspection services for the entire Gateway Region (Los Angeles River and San Gabriel River Watershed areas) for a minimum annual frequency of one cleaning between May 1st and September 30th . In addition, the Contracting Agencies require inspection of all catch basins within their jurisdictions during the months of October, January, and April annually. Further, the Contracting Agencies are seeking the assistance of a firm to quickly and effectively report damaged screens, missing stenciling, evidence of rodents and/or vector breeding, and the identification of illicit discharges within twenty-four (24) hours of discovery.

We have thoroughly reviewed the scope of services requested. RMI has provided the services requested to a number of Contracting Agencies within the GWMA since 2011. Each Contracting Agency has our assurance that our project team will accomplish the scope of services in the comprehensive and thorough manner outlined below:

- **Service:** Our project team is service oriented, courteous, and reliable. Each Contracting Agency will receive personalized service by a project team who is familiar with the agency and has an understanding of the environmental and regulatory sensitivities of the services requested.
- **Professionalism:** We understand that each Contracting Agency has come to expect a high level of confidence in the staff assigned. The individuals assigned possess the technical skills the GWMA is seeking and the interpersonal skills that tie our technical know-how to practical service.
- **Control**: Our systematic approach guarantees that we will deliver the services requested in the Scope of Work and that we are held accountable for the quality of our services. Levels of service are provided to meet the workload demands and the priorities of each Contracting Agency and will be clearly defined and communicated to all assigned staff.
- **Responsiveness**: Each Contracting Agency will be served by a team that has worked effectively with key staff, and able to respond to the needs and priorities of each Contracting Agency,

As we deliver these services, we will continually:

- Evaluate our operations to ensure that services are being properly, efficiently, and effectively delivered;
- Evaluate services being provided and the resources assigned to complete the tasks, assuring staffing levels are always appropriate based on the workload; and
- Identify any improvements in our processes to enhance services provided.

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RMI is committed to providing the Contracting Agencies of the GWMA with unsurpassed catch basin cleaning and inspection services by: 1) utilizing the most efficient and cost-effective catch basin and storm drain cleaning methods in the industry; 2) incorporating a computerized work order management system to track cleaning and inspections performed; and 3) collecting vital information in our work order management system. If any defects/upset are observed, RMI will communicate the nature of the upset/repair (i.e., damaged or missing stencils, evidence of vectors or illicit discharges, damaged catch basin screens, or catch basin in need of cleaning). RMI will transmit the information collected to each Contracting Agency to help them optimize future catch basin cleaning and maintenance efforts. Our optimized inspection program helps to reduce street flooding, to minimize nuisance conditions, and to significantly reduce the discharge of pollution to our waterways.

RMI's project approach and quality assurance measures described on the following pages will ensure that all services are performed to the Contracting Agency's satisfaction.

Project Initiation:

The RMI project team will contact each Contracting Agency in advance of catch basin cleaning services to establish the project schedule and deliverables; traffic control requirements/constraints; waste handling and disposal; and other pertinent project information. Our supervisory staff will review and verify each Contracting Agency's data collection and reporting requirements. In addition, we will review our safety procedures and traffic control considerations with staff prior to performing any field-work.

Traffic Control Measures:

Should catch basin cleaning activities require the closure or impediment of vehicle traffic, we will obtain the necessary encroachment permits from the Contracting Agency. If required, RMI will submit a traffic control plan and provide traffic control services and devices to include: cones, delineators, signage and flaggers (as necessary).

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Cleaning Procedures:

- Our field crews will implement appropriate traffic control measures that will be included in standard or customized traffic control plans. Working hours will be limited to 7:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise approved by the Contracting Agency.
- Upon approach, we will visually inspect the condition of the catch basins; the legibility of "no dumping" signage/stencils; and note any build-up of debris outside the catch basin. Our staff will look for evidence of blockage or damage to the catch basin. Any damage will be reported to the Contracting Agency's representative within one (1) business day of discovery.
- Field personnel will document all information from inspections/cleaning using RMI Catch Basin Maintenance form or forms supplied by the Contracting Agency. Information collected will be provided to the Contracting Agency within 30 days of completion of cleaning and inspection activities.
- Our staff is trained to look for evidence of illegal dumping of hazardous wastes such as used oil and paint in the catch basin / storm drain system. Should our crews encounter these materials, they will immediately notify the Contracting Agency's representative.
- We will document the condition of the catch basin prior to and upon completion of cleaning utilizing a digital camera with a time stamp. Photographs will be provided to each Contracting Agency's representative. All photographic images will be submitted to the Contracting Agency along with maintenance logs within 30 days of service completion date.
- Waste shall be properly disposed of in accordance with all applicable Federal, State, and local regulations. We will provide the Contracting Agency with the total amounts of all waste removed from each round of cleaning.

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On-Going Inspections:

- RMI will perform inspections of all identified catch basins during the months of October, January, and April (on an annual basis).
- If authorized by the Contracting Agency, RMI will immediately clean any catch basins observed having blocked screen inlets, blocked screened outlets, or found to be filled with trash and debris.
- RMI will document inspection results on a Field Data Sheet along with providing any necessary photographic documentation.

Vector/Rodents:

- RMI will report to contracting agencies within 24 hours of discovering evidence of vector or rodent breeding/living activities in catch basins/storm drains.

Confined Space Training

RMI fully complies with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA) and Public Works' Safety Requirements, while performing all catch basin and storm drain system maintenance activities.

RMI is aware that entry into Permit-Required Confined Spaces, as defined in California Code of Regulations Title 8, Section 5157, may be required as a part of the work specified in the Scope of Work. RMI shall perform any required confined space entries in accordance with Cal/OSHA Confined Space Section 5156, 5157, 5158, Title 8 and CCR.

Hazardous Waste Recognition

RMI staff is trained and is familiar with recognizing signs of illegal dumping of hazardous materials such as used oil and paint in catch basins and the storm drain system. Upon discovery of illegal dumping of hazardous wastes, RMI staff will comply with the reporting and response procedures established by the Contracting Agency, which includes immediate telephone notification of staff.

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COMPANY AND TEAM EXPERIENCE

PROJECT TEAM

Our project team is comprised of recognized storm drain system maintenance experts, with more than 60 years of combined industry experience. Additionally, our team has the technical depth as well as training to address all of the City's storm drain cleaning and inspection needs.

Mario Gudino Sr. – Project Manager

Mr. Gudino is a strong asset to the Project Team and has over twenty-six (26) years of experience as a project manager. Mr. Gudino will supervise crews in performing catch basin cleaning and inspection services. Mr. Gudino's duties will include the following:

- On-site project supervision and project coordination;
- Inspect and clean CPS and filter units;
- Oversee work crews to complete all project tasks;
- Manage supplies and keep track business expenses;
- Responsible for knowing and abiding by local ordinances/regulations; and
- Generate reports of work completed and report to City staff contact.

Mr. Gudino has more than eight (8) years of experience in cleaning CPS, APS, MRS, and FBI inserts and is certified in Confined Space Entry; First Response for Unusual and Hazmat Occurrences; Traffic Management; and is a Contech Certified Maintenance Provider.

Martin Pinedo

Mr. Pinedo has more than nineteen (19) years of experience providing field support services on storm drain and catch basin cleaning and inspection projects throughout southern California. Mr. Pinedo's current duties include the following:

- Cleaning, inspection, and repair of catch basins;
- Contech Certified Maintenance Provider;
- Confined space entry recognition and awareness certification;
- Documenting catch basin cleaning and inspection information; and
- Traffic control measures implementation.

Juan Diaz

Mr. Diaz has more than twelve (12) years of experience in the field providing support on well over 100 contracts. In addition, Mr. Diaz has five (5) years of experience in cleaning catch basins and catch basins equipped with CPS, APS, MRS and FBI inserts and has completed Certified in Confined Space Entry training and is a Contech Certified Maintenance Provider.

Mario Gudino Jr.

Mr. Gudino has more than sixteen (16) years of experience in providing storm drain system inspection and maintenance services to municipal clients throughout southern California. Mr. Gudino has completed Certified Confined Space Entry training and is a Contech Certified Maintenance Provider.

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REFERENCES

CITY OF PARAMOUNT – ANNUAL CATCH BASIN INSPECTION AND CLEANING SERVICES
2014-Present
CONTACT: Sarah Ho, Assistant Public Works Director
16400 Colorado Ave
Paramount, CA 90723 | Telephone Number: (562) 220-2157

PROJECT DESCRIPTION: Annual cleaning and inspections of the City's 500+ catch basins.

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS – STORM DRAIN CLEANING SERVICES
1998 – Present
CONTACT: Aki Gadim, Head Construction Inspector
900 S. Freemont Ave
Alhambra, CA 91803 | Telephone Number: (818) 994-9964

PROJECT DESCRIPTION: On-going annual cleaning of 37,000 retrofitted and unmodified catch basins within Los Angeles County. RMI performs annual Dry and Wet season cleaning of unmodified and modified catch basins, documenting the amount of trash and debris removed from each basin; the condition of any trash excluder device; and re-stenciling catch basins (as necessary).

COUNTY OF ORANGE – ANNUAL CATCH BASIN INSPECTION AND CLEANING SERVICES
2013 – Present
CONTACT: Ceaser Segura
County of Orange Public Works
222 E. Bristol St
Orange, CA 92865-2714 |Telephone Number: (714) 448-2924

PROJECT DESCRIPTION: Annual storm drain cleaning and inspection of the1250 retrofitted and unmodified catch basin/drop inlet structures. RMI performs inspection and cleaning services during the Wet and Dry seasons; documenting services with digital photographs; disposal of collected debris; reporting inoperable or damaged excluder devices; and re-stenciling catch basins (as necessary).

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GATEWAY WATER MANAGEMENT AUTHORITY

16401 Paramount Boulevard • Paramount, California 90723

REQUEST FOR PROPOSALS FOR
MUNICIPAL STORM SEWER CATCH BASIN CLEANING
(RFP 2023-01)

CATCH BASIN CLEANING COST PROPOSAL FORM

Company Name and Address:

Ron's Maintenance Inc.

P.O. Box 4562 , Downey, CA 90241

Proposal pricing shall be based on a per catch basin costs and shall include the following work to be performed:

Each Company shall inspect at regular intervals and clear all debris in catch basins within the jurisdiction of the Contracting Agencies with which the Company has entered into a contract a minimum of one time between May 1 and September 30 of each year. In addition, the Company shall perform one inspection of all catch basins within the jurisdiction of the Contracting Agencies with which the Company has entered into a contract during the months of October, January, and April. The Los Angeles MS4 Permit requires trash capture inserts be cleaned at regular intervals to maintain efficiency. The Company shall not perform repair, maintenance or other work that would require a Contractor's License or the payment of prevailing wages. The Company shall report to the appropriate Contracting Agency any damaged catch basin screens and missing stenciling requirements. The Company shall report evidence of rodents and/or vectors breeding/living in the storm drain system to the appropriate Contracting Agencies within twenty-four (24) hours of discovery.

The Company shall be responsible for developing and implementing traffic control procedures in accordance with California Manual on Uniform Traffic Control Devices (latest addition). The Contracting Agency may request written copies of Traffic Control Plans for collector or arterial streets, if necessary. The Company shall take a photo documenting the before and after conditions of all debris cleaning, from the same vantage points, in an amount not less than five (5) of each condition. All photos shall be at least 4 MP in quality, in .jpg format, labeled such that it is easy to identify each catch basin location and submitted with the invoice to the appropriate Contracting Agency.

Proposal prices shall be guaranteed.

Description	Quantity	Unit	Unit Price	Total
ARS Catch Basin	1,000	each	$30.00	$30,000
CPS Catch Basin	9,500	each	$30.00	$285,000
ARS & CPS Catch Basin	4,000	each	$30.00	$120,000
Non-retrofitted Catch Basin	3,000	each	$30.00	$90,000
			Total	$525,000

Ronnie Nunn

Authorized Signature

08-18-2023

Date

DocuSign Envelope ID: C227AAB4-B17A-46D6-B31A-BA2F84841DB5

RMI
CATCH BASIN
AND
STORM DRAIN
CLEAN-OUT SPECIALISTS

P.O. BOX 4562 Downey, CA 90037 | Phone: 213.359.3827 | Fax: 562.861.2418
Ronsmaintenance@aol.com | www.Ronsmaintenance.com

EXHIBIT B

CONTRACTOR’S FEE PROPOSAL

Ron's Maintenance, Inc.
P.O. Box 4562, Downey, California, 90241
Email: Ronsmaintenance@aol.com
Cell: 213-359-3827 Office: 562-861-2430

April 4,2024

Jesse Sira
City of Santa Fe Spring
11710 E. Telegraph RD
Santa Fe Spring, CA 90670

Hi Jesse:

Ron's Maintenance Inc. (RMI) will perform cleaning services of 695 Catch Basins in the City of Santa Fe Spring for the price of $30.00/per basin for cleaning and inspection 4-time a Year, Ones during the dry season and 3 times during the wets season as your permit requires.

The above pricing will be honored for the duration of the contract and will include any contract extensions. If you have any questions or need additional information, please feel Free to contact me directly at (213) 359-3827.

Sincerely,

Ron Norman

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of the City, and prior to commencement of Services, Contractor shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to the City. If Contractor maintains higher limits than the minimum limits shown below, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Contractor shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000 per accident for bodily injury or disease).

Contractor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

<u>Other provisions or requirements</u>

Proof of insurance. Contractor shall provide certificates of insurance to the City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

Duration of coverage. Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Contractor, or Contractor's agents, representatives, employees or subcontractors.

Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

The City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may immediately terminate this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

Enforcement of Agreement provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of

non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Agreement are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

Notice of cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that the City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to the City and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. Contractor agrees to ensure that its subcontractors, subcontractors, and any other party involved with the Services who is brought onto or involved in the Services by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with Contractors, subcontractors, and others engaged in the Services will be submitted to the City for review.

The City's right to revise specifications. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Contractor, City and Contractor may renegotiate Contractor's compensation or come to some other agreement to address the additional cost.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

Timely notice of claims. Contractor shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Services.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/4/2024

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
Inszone Insurance Services, LLC
2721 Citrus Road, Suite A
Rancho Cordova, CA 95742

License#: 0F82764
RONSMAI-01

INSURED
Ron's Maintenance, Inc. DBA: Ron's Maintenance
11542 Horley Avenue
Downey, CA 90241

CONTACT NAME: Certificate Team
PHONE (A/C, No, Ext): 877-308-9663 **FAX (A/C, No):** 916-400-2625
E-MAIL ADDRESS: certs@inszoneins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AIX Specialty Insurance Company	12833
INSURER B : Security National Insurance Company	19879
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1175555154 **REVISION NUMBER:**

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY**	Y		L13 J545229 00	9/7/2023	9/7/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	**AUTOMOBILE LIABILITY**	Y		SPP1817531 00	10/21/2023	10/21/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	**UMBRELLA LIAB** X OCCUR			L13 J545230 00	9/7/2023	9/7/2024	EACH OCCURRENCE	$ 3,000,000
	X **EXCESS LIAB** CLAIMS-MADE						AGGREGATE	$ 3,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured on the General Liability and Auto Liability.

The aforementioned coverage is provided to the extent in the attached forms for: The City of Santa Fe Springs

CERTIFICATE HOLDER

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

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

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This Endorsement Changes The Policy. Please Read It Carefully

BUSINESS AUTO COVERAGE EXPANSION ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the COVERAGE FORM apply unless modified by the endorsement.

A. Newly Acquired or Formed Organizations, Employee Hired Car Liability and Blanket Additional Insured Status for Certain Entities.

Item **1. Who is an Insured** of Paragraph **A. Coverage** under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended to add:

d. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership of a majority interest (greater than 50%), will qualify as a Named Insured; however,

(1) coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

(2) coverage does not apply to "bodily injury", "property damage" or "covered pollution cost or expense" that results from an "accident" which occurred before you acquired or formed the organization; and

(3) coverage does not apply if there is other similar insurance available to that organization, or if similar insurance would have been available but for its termination or the exhaustion of its limits of insurance.

This insurance does not apply if coverage for the newly acquired or formed organization is excluded either by the provisions of this coverage form or by endorsement.

e. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

f. Any person or organization you are required by written contract or agreement to name as an additional "insured", but only with respect to liability created in whole or in part by such agreement.

B. Increase Of Loss Earnings Payment

Subpart **(4)** of **a. Supplementary Payments** of Item **2. Coverage Extensions** of Paragraph **A. Coverage** under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended to read:

(4) We will pay reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $1,000 per day because of time off from work.

C. Fellow Employee Injured By Covered Auto You Own Or Hire

Item **5. Fellow Employee** of Paragraph **B. Exclusions** under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended to add:

This exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. Such coverage as is afforded by this provision is excess over any other collectible insurance.

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D. Limited Automatic Towing Coverage

Item **2. Towing**, of Paragraph **A. Coverage**, under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to read:

2. Towing

We will pay for towing and labor costs each time that a covered "auto" is disabled. All labor must be performed at the place of disablement of the covered "auto".

a. The limit for towing and labor for each disablement is $500;

b. No deductible applies to this coverage.

E. Item **3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects or Missiles** of Paragraph **A. Coverage** under **SECTION III – PHYSICAL DAMAGE COVERAGE,** is amended to add:

Glass Repair Coverage

We will waive the Comprehensive deductible for Glass, if one is indicated on your covered “auto”, for glass repairs. We will repair at no cost to you, any glass that can be repaired without replacement, provided the “loss” arises from a covered Comprehensive “loss” to your “auto”.

F. Increase Of Transportation Expense Coverage

Subpart **a. Transportation Expenses** of Item **4. Coverage Extensions** of Paragraph **A. Coverage** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to read:

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage or Theft Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy’s expiration, when the covered "auto" is returned to use or we pay for its "loss".

G. “Personal Effects” Coverage

Item **4. Coverage Extensions** of Paragraph **A. Coverage**, under **SECTION III - PHYSICAL DAMAGE COVERAGE,** is amended to add:

“Personal Effects” Coverage

We will pay actual cash value for “loss” to “personal effects” of the “insured” while in a covered “auto” subject to a maximum limit of $2,500 per “loss”, for that covered “auto” caused by the same “accident”. No deductible will apply to this coverage.

H. “Downtime Loss” Coverage

Item **4. Coverage Extensions**, of Paragraph **A. Coverage**, under **SECTION III. PHYSICAL DAMAGE COVERAGE**, is amended to add:

“Downtime Loss” Coverage

We will pay any resulting “downtime loss” expenses you sustain as a result of a covered physical damage “loss” to a covered “auto” up to a maximum of $100 per day, for a maximum of 30 days for the same physical damage “loss”, subject to the following conditions:

a. We will provide “downtime loss” beginning on the 5th day after *we* have given you our agreement to pay for repairs to a covered “auto” and you have given the repair facility your authorization to make repairs;

b. Coverage for “downtime loss” expenses will end when any of the following occur:

(1) You have a spare or reserve “auto” available to you to continue your operations.

(2) You purchase a replacement “auto”.

(3) Repairs to your covered “auto” have been completed by the repair facility and they determine the covered “auto” is road-worthy.

(4) You reach the 30 day maximum coverage.

I. Item **4. Coverage Extensions**, of Paragraph **A. Coverage**, under **SECTION III. PHYSICAL DAMAGE COVERAGE**, is amended to add:

We will pay any resulting rental reimbursement expenses incurred by you for a rental of an "auto" because of "loss" to a covered "auto" up to a maximum of $100 per day, for a maximum of 30 days for the same physical damage "loss", subject to the following conditions:

a. We will provide rental reimbursement incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy expiration, with the number of days reasonably required to repair or replace the covered "auto". If the "loss" is caused by theft, this number of days is the number of days it takes to locate the covered "auto" and return it to you or the number of days it takes for the claim to be settled, whichever comes first.

b. Our payment is limited to necessary and actual expenses incurred.

c. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

d. If a "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

J. "Personal Effects" Exclusion

Paragraph **B. Exclusions** under **SECTION III – PHYSICAL DAMAGE COVERAGE,** is amended to add:

"Personal Effects" Exclusion

We will not pay for "loss" to "personal effects" of any of the following:

a. Accounts, bills, currency, deeds, evidence of debt, money, notes, securities or commercial paper or other documents of value.

b. Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry; watches; precious or semi-precious stones.

c. Paintings, statuary and other works of art.

d. Contraband or property in the course of illegal transportation or trade.

e. "Loss" caused by theft, unless there is evidence of forced entry into the covered "auto" and a police report is filed.

K. Accidental Airbag Discharge Coverage

Item **3.a.** of Paragraph **B. Exclusions** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to read:

a. Wear and tear, freezing, mechanical or electrical breakdown. The exclusion relating to mechanical break-down does not apply to the accidental discharge of an air bag.

L. Loan or Lease Gap Coverage

Paragraph **C. Limit Of Insurance** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to add:

If a covered "auto" is owned or leased and if we provide Physical Damage Coverage on it, we will pay, in the event of a covered total "loss", any unpaid amount due on the lease or loan for a covered "auto", less:

a. The amount paid under the Physical Damage Coverage Section of the policy; and

b. Any:

(1) Overdue lease or loan payments including penalties, interest or other charges resulting from overdue payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;

(4) Security deposits not refunded by the lessor; and

(5) Carry-over balances from previous loans or leases

M. Aggregate Deductible

Paragraph **D**. **Deductible** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to add:

Regardless of the number of covered "autos" involved in the same "loss", only one deductible will apply to that "loss". If the deductible amounts vary by "autos", then only the highest applicable deductible will apply to that "loss".

N. Diminishing Deductible

Paragraph **D. Deductible** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to add:

Any deductible will be reduced by the percentage indicated below on the first "loss" reported during the corresponding policy period:

Loss Free Policy Periods With the Expansion Endorsement	Deductible Reduction on the first "loss"
1	0%
2	25%
3	50%
4	75%
5	100%

If we pay a Physical Damage "loss" during the policy period under any BUSINESS AUTO COVERAGE FORM you have with us, your deductible stated in the Declarations page of each such COVERAGE FORM will not be reduced on any subsequent claims during the remainder of your policy period and your deductible reduction will revert back to 0% for each such COVERAGE FORM if coverage is renewed.

O. Knowledge of Loss and Notice To Us

Subsection **a**. of Item **2. Duties In the Event of Accident, Claim, Suit or Loss** of Paragraph **A. Loss Conditions** under **SECTION IV -- BUSINESS AUTO CONDITIONS** is amended to add:

However, prompt notice of the "accident", claim, "suit" or "loss" to us or our authorized representative only applies after the "accident", claim, "suit" or "loss" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) An "executive officer" or director, if you are a corporation;

(4) A manager or member, if you are a limited liability company;

(5) Your insurance manager; or

(6) Your legal representative.

P. Waiver Of Subrogation For Auto Liability Losses Assumed Under Insured Contract

Item **5. Transfer Of Rights Of Recovery Against Others To Us** of Paragraph **A. Loss Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to read:

5. Transfer of Rights of Recovery Against Others To Us

If any person or organization to or for whom we make payments under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after an "accident" or "loss" to impair them. However, if the insured has waived those rights to recover through a written contract, we will waive any right to recovery we may have under this Coverage Form.

Q. Insurance is Primary and Noncontributory

Subpart **a**. of Item **5. Other Insurance** of Paragraph **B. General Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to read:

a. This insurance is primary and noncontributory, as respects any other insurance, if required in a written contract with you.

R. Other Insurance – Hired Auto Physical Damage

Subpart **b**. of Item **5.**.**Other Insurance** of Paragraph **B. General Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to read:

b. For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

S. Unintentional Failure To Disclose Hazards

Paragraph **B. General Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to add:

9. Your failure to disclose all hazards existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided that such failure to disclose all hazards is not intentional. However, you must report such previously undisclosed hazards to us as soon as practicable after its discovery.

T. Additional Definition

SECTION V – DEFINITIONS is amended to add:

"Personal effects" means personal property owned by the "insured".

"Downtime loss" means actual loss of "business income" for the period of time that a covered "auto":

1. Is out of service for repair or replacement as a result of a covered physical damage "loss" and

2. Is in the custody of a repair facility if not a total "loss".

"Business Income" means:

1. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and

2. Continuing normal operating expenses incurred, including payroll.

In this endorsement, <u>Headings and Titles</u> are inserted solely for the convenience and ease of reference. They do not affect the coverage provided by this endorsement, nor do they constitute any part of the terms and conditions of this endorsement. All other policy wording not specifically changed, modified, or replaced by this endorsement wording remains in effect.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization for whom you are performing operations, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization shall be added as an additional insured on your policy, provided the written contract or agreement is executed prior to the occurrence of any loss.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization for whom you have performed work, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization shall be added as an additional insured on your policy, provided the written contract or agreement is executed prior to the occurrence of any loss.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/4/2024

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
Nella Insurance Services, Inc.
21031 Ventura Blvd., Suite 512
Woodland Hills CA 91364

License#: 0G33274

CONTACT NAME:
PHONE (A/C, No, Ext): 213-745-2858 **FAX (A/C, No):** 213-745-2840
E-MAIL ADDRESS: info@nellainsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Clear Springs Property & Casualty Company	15563
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Ron's Maintenance Inc.
11542 Horley Ave
Downey CA 90241

RONMAIN-01

COVERAGES **CERTIFICATE NUMBER:** 725011299 **REVISION NUMBER:**

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	CS-WC- 015202-01	7/1/2023	7/1/2024	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
BLANKET WOS APPLIES

CERTIFICATE HOLDER

City of Santa Fe Spring
1710 E. Telegraph Rd
Santa Fe Spring CA 90670

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

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2.50% of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

PERSON OR ORGANIZATION	JOB DESCRIPTION
Any Person or Organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **7/1/2023 12:01 AM** Policy No. **CS-WC- 015202-01** Endorsement No. **0**

Insured **Ron's Maintenance Inc** Premium **Included**

Insurance Company **Clear Spring Property and Casualty Company**

Countersigned by

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ITEM # 23

CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: James Enriquez, P.E., Director of Public Works / City Engineer

SUBJECT: **RESOLUTION NO. 9914 – ADOPT COMMERCIAL STREET IMPROVEMENT SLAUSON AVENUE PROJECT FOR ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 FUNDS (FISCAL YEAR 2024/25)**

DATE: June 4, 2024

RECOMMENDATION:

It is recommended that the City Council:

1) Adopt Resolution No. 9914 approving the Commercial Street Improvement Slauson Ave (Sorensen Ave to Santa Fe Springs Rd) Project to be partially funded by RMRA, the Road Repair and Accountability Act; and

2) Take such additional, related, action that may be desirable.

FISCAL IMPACT

The Commercial Street Improvement Slauson Avenue (Sorensen Ave to Santa Fe Springs Rd) Project is an approved $2,500,000 Capital Improvement Project. Staff is requesting adoption of Resolution No. 9914 which will provide $478,321 from the Road and Maintenance Rehabilitation Account (RMRA) towards the project. RMRA will partially fund the project and will reduce the expected Bond Fund.

BACKGROUND

On April 28, 2017, Governor Brown signed Senate Bill 1 (SB-1), the Road Repair and Accountability Act of 2017. SB-1 was created to address basic road maintenance, rehabilitation, and critical safety needs on the State highway and local road systems.

The State Controller will apportion, by formula, a percentage of RMRA funds to eligible cities and counties in accordance with the Streets and Highways Code Section 2032.

Pursuant to Streets and Highways Code Section 2030, RMRA funds must be used for projects that include but are not limited to:

- Road maintenance and rehabilitation.
- Safety projects.
- Railroad grade separations.
- Complete street components including active transportation purposes, pedestrian and bicycle safety projects, transit facilities, and drainage and storm water capture projects in conjunction with any other allowable project; and;
- Traffic control devices.

To receive additional RMRA funds, SB-1 imposes several requirements on public agencies that are contained in the Streets and Highways Code Section 2034. As set forth in the statute, the road repair and maintenance project must be approved by a Resolution of the City Council held at a regular public meeting. The resolution must contain a description and location of each proposed project, a proposed completion schedule, and the estimated useful life of each improvement.

The Commercial Street Improvement Slauson Ave (Sorensen Ave to Santa Fe Springs) Project has been determined by City staff that it meets the SB-1 requirements and recommends listing the project for SB-1 funding for FY 2024/25.

ANALYSIS

Approving Resolution No. 9914 will allow the City to provide partial funding to the Commercial Street Improvement Slauson Ave (Sorensen Ave to Santa Fe Springs) Project in the amount of $478,321 utilizing SB-1 funding received from the State of California. The funds will offset bond funding that can be reprogrammed for other projects.

ENVIRONMENTAL

Not applicable.

DISCUSSION

Not applicable.

SUMMARY/NEXT STEPS

Upon approval by the City Council, City Staff will submit Resolution No. 9914 to the Local Streets and Roads program allowing the RMRA funding of $478,321 to be received for Fiscal Year 2024-2025.

ATTACHMENT:

A. Attachment A – Resolution No. 9914

ITEM STATUS:	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

ATTACHMENT A

APPROVED:
ITEM NO.:

RESOLUTION NO. 9914

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2024-2025 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017), was passed by the Legislature and signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of the City are aware of the projects proposed for funding in the community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City will receive an estimated $478,321.00 in RMRA funding in Fiscal Year 2024-2025 from SB 1; and

WHEREAS, this is the eighth year in which the City is receiving SB 1 funding and will enable the City of Santa Fe Springs to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate streets, roads, and add active transportation infrastructure throughout the City this year and similar projects into the future; and

WHEREAS, the 2023 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in a "low risk" condition and this revenue will help increase the overall quality of the City's road system and over the next decade will bring the City's streets and roads into "good" condition; and

WHEREAS, the SB 1 project list and overall investment in the City's local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

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

1. The foregoing recitals are true and correct.

2. The following project will be funded in-part or solely with Fiscal Year 2024-2025 Road Maintenance and Rehabilitation Account revenues:

   Project Title: Commercial Street Improvement Slauson Ave (Sorensen Ave to Santa Fe Springs Rd)

   Project Description: The project will consist of the grind and cap asphalt concrete pavement for specific streets and a slurry seal for the remaining streets. The new paving section will support vehicular carloads, and increase pavement service life. Additionally, the project also includes the removal and replacement of curb and gutter, sidewalks, curb ramps, driveways, culverts and the installation of storm water screen covers, as needed.

   Project Location: The project limits encompass Slauson Ave, from Sorensen Avenue to Santa Fe Springs Road.

   Estimated Project Schedule:
   Start date: November 2024
   Completion date: March 2025

   Estimated Project Useful Life: The City's Pavement Management System calculates a useful life of 20 years added to the current roadway lifecycle.

APPROVED:
ITEM NO.:

PASSED AND ADOPTED by the City Council of City of Santa Fe Springs, State of California this 4th day of June, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Jay Sarno, Mayor

ATTEST:

_____
Fernando N. Muñoz, Deputy City Clerk

ITEM # 24

CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Cuong Nguyen, Director of Community Development

SUBJECT: **RESOLUTION NO. 9912 OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS WAIVING THE REQUIREMENTS OF CHAPTER 117 (OIL & GAS) OF THE SANTA FE SPRINGS CODE OF ORDINANCES FOR ONE UNLOCATED ABANDONED OIL WELL AT 12300 LAKELAND ROAD, SANTA FE SPRINGS, CALIFORNIA, AND RELATED ENVIRONMENTAL RELEASE AND INDEMNITY AGREEMENT**

DATE: June 4, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1) Adopt Resolution No. 9912, waiving the requirement of Chapter 117 (Oil & Gas) of the Santa Fe Springs Municipal Code of Ordinance for an unlocated abandoned oil well at 12300 Lakeland Road, Santa Fe Springs, California (APN: 8025-002-026); and

2) Approve the Environmental Release and Indemnity Agreement between the City of Santa Fe Springs and Duke Realty Lakeland Road LP, to indemnify and release the City of Santa Fe Springs from any and all liability associated with the oil and gas wells (API 04-037-16095 and API 04-037-16096), located on property at 12300 Lakeland Road, Santa Fe Springs, California (APN: 8025-002-026); and

3) Authorize the Mayor or designee to execute an Indemnity Agreement between the City of Santa Fe Springs and Duke Realty Lakeland Road LP.

FISCAL IMPACT

N/A

BACKGROUND

At the August 8, 2019, City Council Meeting, the City Council approved Ordinance No. 1104, which amended the procedures regarding the abandonment of oil wells as set forth in Chapter 117 (Oil & Gas) of the Code of Santa Fe Springs (the "Oil & Gas Ordinances"). Chapter 117 allows the Director of Planning, in consultation with the Fire Chief, to conditionally authorize issuance of a building and/or grading permit for property that contain any active or abandoned wells, even if the California Geologic Energy Management Division (CalGEM), determines that a well was not abandoned to its current standards. One of the requirements is to execute and record against the property an environmental release and indemnity agreement providing that the property owner and assignees release, indemnify and hold harmless the City against any and all claims, obligations, and causes of action of any kind or nature whatsoever, known or unknown, for personal injury or death, property damage, economic loss, and fines and penalties.

On September 12, 2022, the Planning Commission approved Development Plan Approval (DPA) Case No. 997, permitting the construction of a new +/- 185,450 sq. ft. concrete tilt-up industrial building and related improvements on the property located at 12300 Lakeland Road (APN: 8025-002-026) in the M-2-BP, Heavy Manufacturing - Buffer Parking, Zone. As described in more detail below, CalGEM identified two abandoned oil wells in the footprint of the project. One well was successfully reabandoned but the other well could not be located despite the property owner's best efforts.

ANALYSIS/DISCUSSION

On May 10, 2023, CalGEM issued its Construction Site Well Review ("CSWR") Report ID 1012782 indicating that there was one abandoned oil well and one idle oil well located within the footprint of the project that were not abandoned to current CalGEM requirements. CalGEM believes that the wells, Santa Fe Springs Oil Syndicate 2 Well 1 (API 0403716095, abandoned 10/9/1924) and Santa Fe Springs Oil Syndicate 2 Well 3 (API 0403716096, idled at the time the CSWR was issued) will be built over or have future access impeded, and CalGEM categorically advises against building over, or in any way impeding access to, oil, gas, and geothermal wells, and advises that all wells identified be tested for liquid and gas leakage.

The property owner successfully exposed and located the Santa Fe Springs Syndicate 2 Well 3 prior to abandoning this well. The downhole portion of the abandonment was completed on October 2, 2023. The "Oil Well Leak Test - APN #8025-002-026" by Methane Specialists dated October 3, 2023 demonstrates that this well is not leaking after completion of the abandonment. CalGEM performed the final surface inspection of the well on October 4, 2023, and issued a letter approving of the abandonment and stating that abandonment meets regulatory standards on December 9, 2023.

The property owner expended great effort attempting to locate the Santa Fe Springs 2 Well 1 with no success. These efforts included:

(a) reviewing CalGEM WellFinder maps of the area;
(b) reviewing historical aerial photographs of the area;
(c) performing a magnetometer survey of the site; and
(d) excavating the area that the maps, aerial photographs, and magnetometer indicated as the most likely location of the well.

Their extensive efforts to locate the well are detailed in the "Well Safety Engineering Report – Santa Fe Springs Syndicate 2 Well 1" by Stanley Brown, PE dated June 12, 2023. The "Oil Well Executive Summary Report – Real Estate Development in the Santa Fe Springs Field by Duke Realty Lakeland Road LP" by Stanley Brown, PE dated October 12, 2023 claims that the top of the casing in this well is far below ground. This claim was based on information contained in the CalGEM well history.

The City believes that the owner has demonstrated that Santa Fe Springs Syndicate 2 Well 1 is in the position shown in the 'Oil Wells Exhibit for Prologis Lakeland Industrial Building, 12300 Lakeland Drive, and agrees that the top of the casing in this well is far below ground.

SUMMARY

Chapter 117 of the Code of Santa Fe Springs (Oil and Gas) does not have procedures to address abandoned wells recorded by CalGEM that cannot be located. Staff therefore recommends that the City approve Resolution No. 9912 to waive the requirements of Chapter 117 to address the unlocated oil well and thereby allow for the issuance of building permits and/or grading permits with regards Santa Fe Springs Syndicate 2 Well 1. The Owner must promptly inform the City of Santa Fe Springs upon encountering this well or discovering unknown wells during development activities. Development should be halted, and the Owner should await further instructions from the City before proceeding with any further development.

Additionally, staff recommends that the City and the owner enter into an Environmental Release and Indemnity Agreement, setting forth the owner's obligation to indemnify and release the City from liability associated with all oil and gas wells on the subject property.

ATTACHMENT(S):

A. Environmental Release and Indemnity Agreement
   1. Legal Description
   2. Attachment B: Methane Mitigation Plan
   3. Attachment C: Well Access Plan

B. Resolution No. 9912

ITEM STATUS:	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

RECORDING REQUESTED BY
AND WHEN RECORDED, RETURN TO:

City of Santa Fe Springs
11710 East Telegraph Road
Santa Fe Springs, CA 90670
Attention: Director of Planning

APN: 8025-002-026

SPACE ABOVE FOR RECORDER'S USE ONLY

ENVIRONMENTAL RELEASE AND INDEMNITY AGREEMENT

THIS ENVIRONMENTAL RELEASE AND INDEMNITY AGREEMENT ("Agreement") is dated May 21st, 2024 (the "Effective Date"), and is entered between Duke Realty Lakeland Road LP, a Delaware limited partnership ("Owner"), and the City of Santa Fe Springs, California, a municipal corporation ("City"), whose address is 11710 Telegraph Road, Santa Fe Springs, California.

RECITALS

A. Owner is the owner in fee of a property located at the corner of Norwalk Boulevard, Lakeland Road, and Getty Drive at 12300 Lakeland Road, Santa Fe Springs, California. It is a single parcel (APN: 8025-002-026) measuring approximately 366,775.2 sq. ft. (8.42 acres) and is legally described in Attachment A. The property is zoned M-2-BP (Heavy Manufacturing – Buffer Parking).

B. Owner has demolished all existing structures on the subject property and plans to construct a new +/- 185,450 sq. ft. concrete tilt-up industrial building and related improvements. These buildings and related improvements are to be developed pursuant to various land use and building entitlements, and permits issued or to be issued by the City and other governmental agencies with jurisdiction including Development Plan Approval (DPA) Case Nos. 997, which was conditionally approved by Resolution No. 214-2022 adopted by the City of Santa Fe Springs Planning Commission on or about September 12, 2022 (the "Project").

C. According to the California Geologic Energy Management Division ("CalGEM"), as discussed in more detail below, there was one abandoned oil wells (Santa Fe Springs Syndicate 2 Well 1) and one idle oil well (Santa Fe Springs Syndicate 2 Well 3) located within the footprint of 12300 Lakeland Road that were not abandoned to current CalGEM requirements.

D. According to the CalGEM Well Finder web site, there is also one well (Santa Fe Springs Syndicate 3 Well 1) located in close proximity to, but determined by work performed by Owner to be outside of the boundaries of, 12300 Lakeland Road.

E. Owner abandoned Santa Fe Springs Syndicate 2 Well 3 as a part of the development project. The final site plan for 12300 Lakeland Road maintained full rig access to the previously abandoned Santa Fe Springs Syndicate 2 Well 1 and the recently abandoned Santa Fe Springs Syndicate 2 Well 3.

F. Prior to the Effective Date, Owner submitted to the City various technical reports and recommendations relating to 12300 Lakeland Road and mitigation of potential public health and safety concerns relating to the Onsite Abandoned Wells (as defined below), including the following:

- "Phase I Environmental Site Assessment & Limited Phase II Soil and Soil Vapor Investigation" dated January 31, 2022 prepared by SCS Engineers ("Phase I and Limited Phase II ESA")
- "Construction Site Well Review (CSWR) ID 1012782 - Prologis Lakeland Industrial Building" issued by the California Department of Conservation - Geologic Energy Management Division (CalGEM) on May 10, 2023
- "Oil Well Executive Summary Report - Real Estate Development in the Santa Fe Springs Field by Duke Realty Lakeland Road LP" by Stanley Brown, PE dated October 12, 2023
- "Well Safety Engineering Report - Santa Fe Springs Syndicate 2 Well 1" by Stanley Brown, PE dated June 12, 2023
- "Well Safety Engineering Report - Santa Fe Springs Syndicate 2 Well 3" by Stanley Brown, PE dated October 12, 2023
- "Oil Well Leak Test - APN #8025-002-026" by Methane Specialists dated October 3, 2023
- "Offsite Well Discussion - Santa Fe Springs Syndicate 3 Well 1" by Stanley Brown, PE dated October 12, 2023
- "Oil Wells Exhibit for Prologis Lakeland Industrial Building, 12300 Lakeland Drive" by Walden & Associates dated October 25, 2023 (included as page 45 of 45 of the "Well Safety Engineering Report - Santa Fe Springs Syndicate 2 Well 1")
- The CV of Stanley Brown, PE
- Santa Fe Springs Syndicate 2 Well 1 (API 04-037-16095)
    - CalGEM Well History
- Santa Fe Springs Syndicate 2 Well 3 (API 04-037-16096)
    - CalGEM Well History (pre-abandonment)
    - Abandonment Procedure dated June 29, 2023
    - CalGEM Permit to Conduct Well Operations dated July 12, 2023
    - History of Oil or Gas Well October 3, 2023
    - Record of CalGEM Surface Inspection (passed leak test) dated October 2, 2023

- Post Abandonment Wellbore Diagram dated October 4, 2023

- Santa Fe Springs Syndicate 3 Well 1 (API 04-037-16097)
  - Cal-GEM Well History

G. The City's Department of Fire-Rescue ("Fire Department") has the responsibility and authority on behalf of the City to administer and enforce City regulations and requirements with respect to abandoned oil wells on the Property, and to require mitigation of potential public health and safety concerns relating to the previously abandoned oil wells, including, as applicable, measures such as, but not limited to, well re-abandonment, the installation of methane barriers, testing, monitoring, installation and maintenance of vents/blowers, alarms, and the like (collectively, "Methane Mitigation Measures").

H. The City's Planning Department has the responsibility and authority on behalf of the City to approve site development plans for projects and to enforce City regulations and requirements with respect to the Project's compliance with applicable federal, state, regional, and local laws, statutes, ordinances, regulations, and official policies relating to land use.

I. CalGEM has jurisdiction over the drilling, operation, maintenance, and plugging and abandonment of oil, natural gas, and geothermal wells. CalGEM is also responsible for identifying and addressing issues associated with development near oil or gas wells. CalGEM provides information on the current status of all known wells located on a development site property and provides its opinion regarding whether wells have been abandoned to current standards and/or whether access to wells may be impeded by any planned construction. CalGEM provides this information to the property owner, developer, and local permitting agency in an advisory role to inform decisions concerning the development near oil or gas wells.

J. CSWR report ID 1012782 dated May 10, 2023 indicates that there was one abandoned oil well and one idle oil well located within the footprint of the project that were not abandoned to current CalGEM requirements. CalGEM believes that the wells, Santa Fe Springs Oil Syndicate 2 Well 1 (API 0403716095, abandoned 10/9/1924) and Santa Fe Springs Oil Syndicate 2 Well 3 (API 0403716096, idled at the time the CSWR was issued) (collectively the "Onsite Abandoned Wells") will be built over or have future access impeded. CalGEM categorically advises against building over, or in any way impeding access to, oil, gas, and geothermal wells, and advises that all wells identified be tested for liquid and gas leakage (the "CalGEM Recommendations").

K. Owner successfully exposed and located the Santa Fe Springs Syndicate 2 Well 3 prior to abandoning this well. The downhole portion of the abandonment was completed on October 2, 2023. The "Oil Well Leak Test - APN #8025-002-026" by Methane Specialists dated October 3, 2023 demonstrates that this well is not leaking after completion of the abandonment. CalGEM performed the final surface inspection of the well on October 4, 2023, and issued a letter approving of the abandonment and stating that abandonment meets regulatory standards on December 9, 2023.

L. Owner expended great effort attempting to locate the Santa Fe Springs 2 Syndicate Well 1 with no success. These efforts included: (a) reviewing CalGEM WellFinder maps of the area; (b)

reviewing historical aerial photographs of the area; (c) performing a magnetometer survey of the site; and (d) excavating the area that the maps, aerial photographs, and magnetometer indicated as the most likely location of the well. Their extensive efforts to locate the well are detailed in the "Well Safety Engineering Report – Santa Fe Springs Syndicate 2 Well 1". The "Oil Well Executive Summary Report – Real Estate Development in the Santa Fe Springs Field by Duke Realty Lakeland Road LP" states that the top of the casing in this well is far below ground. This statement was based on information contained in the CalGEM well history. The City believes that Owner has demonstrated that Santa Fe Springs Syndicate 2 Well 1is in the position shown in the "Oil Wells Exhibit for Prologis Lakeland Industrial Building, 12300 Lakeland Drive", and agrees that the top of the casing in this well is far below ground.

M. The City has determined that since CalGEM has determined that the Onsite Abandoned Wells were not abandoned to current standards, Owner shall comply with applicable Sections of Chapter 117 of the City of Santa Fe Springs Code of Ordinances (Oil and Gas) with respect to the Onsite Abandoned Wells. In addition, the Fire Department has approved the Methane Mitigation Measures set forth in Attachment A, and Owner has provided a Well Access Plan as set forth in Attachment B.

N. The City and Owner desire to enter into this Agreement to set forth Owner's obligations to indemnify and release the City from any and all claims, obligations and causes of action resulting from the Onsite Abandoned Wells, consistent with Municipal Code Section 117.129, as more fully set forth below.

COVENANTS

Based upon the foregoing Recitals, which are incorporated into this Agreement by reference, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, Owner and City covenant and agree as follows:

1. Owner Obligations.

In light of the CalGEM Recommendations, Owner, at a minimum, shall comply with applicable Sections of Chapter 117 of the City of Santa Fe Springs Code of Ordinances (Oil and Gas) with respect to all oil and gas wells on the Property. If or when Santa Fe Springs Syndicate 2 Well 1 is located on the Property, Owner shall comply with Chapter 117 regarding this well. In addition, Owner shall comply with the following:

a. The approved Methane Mitigation Measures set forth in Attachment A, including the requirement to install a methane barrier and passive ventilation system approved by the Fire Department and to implement a methane monitoring plan (approved by the Fire Department) for monitoring above and below the methane barrier system; and

b. If CalGEM orders the reabandonment of either of the Onsite Abandoned Wells and/or if a leak is detected in either of the Onsite Abandoned Wells, Owner shall, if necessary, provide access to the well(s) by potentially demolishing some or a portion of the building constructed over the well(s) in compliance with the approved Well Access Plan set forth in Attachment B. Additionally, Owner shall be responsible for any and all remedial measures,

including but not limited to reabandonment, of the well pursuant to the direction of CalGEM and/or the City.

2. **Release**.

Owner, for itself and all of its members, officers, employees, and agents (collectively, the "Owner Parties") hereby fully releases and discharges City and all City officials, employees, and agents (collectively, the "City Parties") from any and all claims, investigations, notices, violations, demands, allegations, suits, injunctions, judgments, orders, consent decrees, obligations, causes of action, of any kind or nature whatsoever, proceedings, or assertions (whether administrative, judicial or private in nature) known or unknown, for personal injury or death, property damage, economic loss, and fines and penalties (collectively, "Claims") relating directly or indirectly to any condition in, on, or about the Property associated with historical use of the Property as identified in the Phase I and Limited Phase II ESA and any and all oil and gas wells (known or unknown) on the Property, including the Onsite Abandoned Wells , including without limitation, any such Claims arising out of the actual or alleged failure to perform any of the Methane Mitigation Measures or the actual or alleged failure to comply with any applicable oil well abandonment regulations or CalGEM requirements and directives; and/or any applicable federal, state, regional, and local laws, statutes, ordinances, regulations, and official policies relating to any condition associated with the Onsite Abandoned Wells(all of the foregoing being hereinafter collectively referred to as the "Released Claims").

In furtherance of the release described above, Owner expressly waives California Civil Code Section 1542 which provides:

> "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

3. **Indemnity**.

Owner shall indemnify, defend, and hold harmless the City Parties from and against any and all Claims which may be brought against any of the City Parties relating directly or indirectly to the Released Claims. This Indemnity is comprehensive, and without limitation of the foregoing, this Indemnity is intended to cover and include Claims made by any property owners, occupants, and invitees of properties in the vicinity of the Property against any of the City Parties arising directly or indirectly from the Released Claims. This Indemnity is also intended to cover and include Claims made by CalGEM or any other third party against City Parties for their actions (including but not limited to permit decisions) or omissions following the Effective Date relating directly or indirectly to the Released Claims.

4. **Indemnity Procedure**.

a. If a Claim is threatened or filed against City Parties that is within the scope of the Indemnity, City shall promptly notify Owner in writing, tender defense of the Claim against City Parties to Owner, and provide a copy of all records pertaining to the Claim to Owner (collectively, "Notice of Claim"), and thereafter City Parties shall cooperate with Owner in the defense of said

Claim, including without limitation promptly providing Owner access to City witnesses and copies of City records relevant to the defense of the Claim upon Owner's written request. Upon City's notification to Owner of the Claim, on behalf of City, Owner shall conduct with due diligence and in good faith the investigation of the Claim and assume the defense of the Claim with counsel reasonably satisfactory to City; provided, however, that City additionally shall have the right to have the applicable City Parties represented by advisory counsel of City's own selection at City's own expense.

b. If any Claim arises that is within the scope of the Indemnity and Owner fails to assume or thereafter provide the defense of a City Party or Parties in a timely manner following Owner's receipt of City's Notice of Claim, City shall have the right to take reasonable steps to mitigate its damages, including retention of counsel of City's choosing and settlement or contesting of the Claim, and thereafter Owner shall be responsible to pay or reimburse City's costs incurred that are within the scope of the Indemnity, including without limitation reasonable attorney fees and collection costs incurred by City in seeking payment/reimbursement from Owner.

c. Owner shall have the right to settle or resolve any third-party Claims within the scope of the Indemnity provided, however, that Owner shall not have the right to modify or amend any of the Owner's Methane Mitigation Measures in a manner that would require City approval without obtaining City approval thereof, which approval City shall not unreasonably withhold, condition, or delay.

5. **No Representation or Warranty**.

Nothing in this Agreement is intended or shall be deemed to constitute a representation or warranty by City to Owner that Owner's performance of the Methane Mitigation Measures referred to herein will comply with all applicable oil well abandonment regulations, nor does City represent or warrant that CalGEM or any other regulatory agency has reviewed and/or approved of the Methane Mitigation Measures.

6. **Successors and Assigns; Limited Class of Third-Party Beneficiaries**.

This Agreement shall be binding upon the City and Owner and Owner's successors and assigns and shall be enforceable by each of the City Parties and the Owner Parties and their respective successors and assigns. In this regard, the City Parties other than City and the Owner Parties other than Owner are intended third party beneficiaries of this Agreement, but there are no other intended third-party beneficiaries hereunder.

7. **Notices**.

Any notice, demand, or request required under this Agreement shall be given in writing at the address set forth below by personal service, facsimile, overnight courier, or registered or certified, first-class mail, return receipt requested.

If to Owner: Duke Realty Lakeland Road LP
c/o Prologis, Inc.
Attn: Annie Chen

3546 Concours St, Suite 100
Ontario, CA 91764
achen3@prologis.com

With a copy to:

Duke Realty Lakeland Road LP
c/o Prologis, Inc.
Attn: General Counsel
1800 Wazee St, Suite 500
Denver, CO 80202
legalnotice@prologis.com

If to City:

City of Santa Fe Springs
Attn: Director of Planning
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
(562) 868-0511

With a copy to:

Ivy M. Tsai
Jones Mayer
3777 N. Harbor Blvd.
Fullerton, CA 92835
(714) 446-1400

A Party may change its address for receipt of notices by delivery of notice to the other Party given in the same manner as required above. Any notice, demand, or request shall be deemed received as follows; (a) if sent by personal service, at the time such personal service is effected; (b) if sent by facsimile, upon the sender's receipt of a confirmation report indicating receipt by the recipient's fax machine; (c) if sent by email, upon receipt of confirmation of transmission of such electronic mail notice; (d) if sent by overnight courier, on the business day immediately following deposit with the overnight courier, and (e) if sent by registered or certified mail, 3 business days following deposit in the mail.

8. **Counterparts**.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same agreement. Signatures to this Agreement may be transmitted by email or facsimile, including PDF, and signatures so transmitted shall be deemed to be originals for all purposes.

9. **Governing Law**.

This Agreement shall be interpreted and applied in accordance with California law.

10. **Authority to Bind**

Each person executing this Agreement in a representative capacity represents and warrants that he or she is authorized to execute this Agreement on behalf of and to bind the entity on whose behalf he or she executes the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Agreement Date first specified herein.

OWNER

Duke Realty Lakeland Road LP,
a Delaware limited partnership

By: Duke Realty Lakeland Road LLC
a Delaware limited liability company
its general partner

By: Duke Realty Limited Partnership
an Indiana limited partnership
its sole member

By: Duke Realty LLC
a Delaware limited liability company
its general partner

By: Prologis, L.P.
a Delaware limited partnership
its sole member

By: Prologis, Inc.
a Maryland corporation
its general partner

By: _____
Name: Jonathan Payne
Title: Vice President, Development Officer

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles }

On May 21st, 2024 before me, Aram Khorenyan, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Jonathan Payne
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

ARAM KHORENYAN
Notary Public - California
Los Angeles County
Commission # 2480724
My Comm. Expires Jan 30, 2028

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Environmental Releasa and Indemnity Agreement

Document Date: May 21, 2024 Number of Pages: 13

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2018 National Notary Association

ACKNOWLEDGED BY:

CITY OF SANTA FE SPRINGS

_____
Signature

_____
(Print Name)

_____
Title

_____
Date

Attachment A – Legal Description

Attachment B – Methane Mitigation Plan

Attachment C – Well Access Plan

Attachment A

Legal Description

Exhibit "A"
Legal Description – Lot Line Adjustment No. 2023-02
Resultant Parcel A

Being the Resultant Parcel as described in that certain Lot Line Adjustment No. 2023-02, in the City of Santa Fe Springs, County of Los Angeles, State of California recorded August 14, 2023, as Document No. 20230536625 described as follows:

PARCEL 1A:

BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 11 WEST, SAN BERNARDINO MERIDIAN, IN THE RANCHO SANTA GERTRUDES, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 32, PAGE 18 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 7; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 7, NORTH 89°49'07" EAST 30.00 FEET TO A POINT ON A LINE PARALLEL WITH AND 30.00 FEET EASTERLY OF THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE SOUTHERLY ALONG SAID PARALLEL LINE, SOUTH 00°21'22 EAST 30.00 FEET TO A POINT ON A LINE PARALLEL WITH AND 30.00 FEET SOUTHERLY OF SAID NORTH LINE, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE EASTERLY ALONG SAID PARALLEL LINE, NORTH 89°49'07" EAST 803.92 FEET TO A LINE PARALLEL WITH AND 158.35 FEET WESTERLY OF THE WESTERLY LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE SOUTHERLY ALONG SAID PARALLEL LINE, SOUTH 00°18'02" EAST 632.54 FEET TO A POINT ON THE NORTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE WESTERLY ALONG SAID NORTH LINE, SOUTH 89°48'55" WEST 534.02 FEET TO A POINT ON A LINE PARALLEL WITH AND 299.28 FEET EASTERLY OF SAID WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE NORTHERLY ALONG SAID PARALLEL LINE, NORTH 00°21'22" WEST 476.20 FEET TO A LINE PARALLEL WITH AND 186.37 FEET SOUTHERLY OF SAID NORTH LINE OF SAID SECTION 7; THENCE ALONG SAID PARALLEL LINE, SOUTH 89°49'07" WEST 269.28 FEET TO SAID LINE PARALLEL WITH AND 30.00 FEET EASTERLY OF THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE ALONG SAID PARALLEL LINE, NORTH 00°21'22" WEST 156.37 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS: 380,098 SF – 8.723 ACRES

Attachment B

Methane Mitigation Plan

The Methane Mitigation Plan refers to the Methane Mitigation System plans for 12300 Lakeland Road, Santa Fe Springs, CA 90670 prepared by SCS Engineers, and approved by the City of Santa Fe Springs Department of Fire-Rescue Fire Prevention Bureau on September 11, 2023 [consisting of 10 Sheets].

MULTI-MEDIA MANAGEMENT PLAN

12300 Lakeland Road
Santa Fe Springs, California 90670
Assessor Parcel Number (APN): 8025-002-026

Prologis, Inc.
Pier 1, Bay 1
San Francisco, CA 94111

SCS ENGINEERS

Project No. 01221236.01 | February 20, 2023

3900 Kilroy Airport Way, Suite 100
Long Beach, California 90806
(562) 426-9544

This Multi-Media Management Plan for the property located at 12300 Lakeland Road in Santa Fe Springs, California, dated February 20, 2023, was prepared and reviewed by the following:

Megan Hente
Senior Project Professional
SCS ENGINEERS

Justin Rauzon, REPA
Senior Project Manager
SCS ENGINEERS

Ashley P. Hutchens, REPA
Project Director
SCS ENGINEERS

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A Proposed Development Plan
B Previous Reports

DISCLAIMER

This Multi-Media Management Plan has been prepared with specific application to the property located at 12300 Lakeland Road, Santa Fe Springs, California, in accordance with the care and skill generally exercised by reputable professionals, under similar circumstances, in this or similar localities. No other warranty, express or implied, is made as to the professional opinions presented herein. No other party, known or unknown to SCS, is intended as a beneficiary of this work product, its content, or information embedded therein. Third parties use this report at their own risk.

1 INTRODUCTION

INTRODUCTION

SCS Engineers (SCS) was retained by Prologis, Inc. for itself and on behalf of its subsidiary and affiliate Prologis, L.P., and its subsidiaries, affiliates, related parties (specifically including any 1031 exchange entities), successors and assigns (hereafter "Prologis"), to prepare this Multi-Media Management Plan (MMP) to be used during pre-demolition, demolition, grading, redevelopment, and other tasks at the property located at 12300 Lakeland Road, Santa Fe Springs, California (the "Property"). A map showing the general location of the Property and surrounding area is provided as Figure 1.

OBJECTIVES

The objective of this MMP is to provide guidance for managing impacted soil, if encountered, during activities associated with future redevelopment of the Property. The Property is currently occupied by four commercial/industrial structures, asphalt-paved parking, storage yard areas and a gravel area used for parking. An aerial image of the Property is provided as Figure 2. Coast Iron & Steel Company (Coast Iron), the former Property owner, has already vacated the majority of the Property. Coast Iron leased the gravel parking area at the northwestern portion of the Property and an approximately 1-acre area at the southwestern portion of the Property (with two primary structures and a canopy-covered hazardous materials storage area) to UTC Aerospace Systems (UTC), the owner and operator of the adjoining site to the west. UTC's lease of the gravel parking area and southwestern portion of the Property ends in April 2023, after which the entire Property will be vacant. Prologis is making preparations to demolish the buildings for site redevelopment. The proposed plan for the Property calls for its redevelopment with an approximately 185,056-square-foot warehouse with asphalt-paved parking and landscaped areas. A design plan for the proposed development is provided in Appendix A.

The MMP will be implemented to provide guidance during pre-demolition and demolition activities and to outline contingency measures to be taken in the event that visual or other indications of hazardous material/waste impacts and/or subsurface features (e.g., oil/gas wells, underground storage tanks [USTs], sumps, clarifiers, septic tanks, etc.) are encountered during grading and development activities. This MMP addresses soil management, movement, and temporary storage during redevelopment activities and is not intended to be a remediation plan for any residual impacts that may be present on the Property.

LOCATION

The Property comprises 8.42 acres of industrial land and is located at the southeastern corner of the intersection of Lakeland Road and Norwalk Boulevard in Santa Fe Springs, California. It has been assigned assessor parcel number (APN) 8025-002-026.

2 BACKGROUND

The following sections briefly summarize historical use, previous environmental investigations, MMP applicability, and the regulatory status associated with the Property.

SETTING AND SITE HISTORY

The majority of the Property is developed with the former Coast Iron facilities, which consist of an office building (approximately 4,000 square foot footprint), an approximately 50,000-square-foot steel fabrication building, and asphalt-paved parking and storage yard areas. For more than 40

years, Coast Iron has leased approximately one acre at the southwestern corner of the Property to the adjoining facility to the west (11120 Norwalk Boulevard), currently operated by UTC. The UTC portion of the Property is developed with two warehouse structures, each with an approximate area of 7,500 square feet. UTC also currently leases a gravel parking area at the northwestern portion of the Property (approximately 0.8 acres).

Historically, the Property was occupied by what appeared to be a rural residence as early as 1896. By 1923 and 1925, the residence/structure was no longer depicted in historical documents reviewed, but there were three oil wells depicted on the Property, as the Property is situated in the southwestern portion of the Santa Fe Springs oil field. Between 1928 and the early 1940's, a small structure, likely related to oil exploration activities was present on the north-central portion of the Property. By 1947, a few additional small structures were added at the northwestern portion of the Property. Outdoor equipment storage was also present along the western boundary. In 1963, Coast Iron developed its steel fabrication building on the eastern side of the Property. In 1966, the office building was added at the northeastern corner of the Property. The two industrial buildings on the southwestern portion of the Property, associated with the adjoining facility to the west, were constructed in 1965 and 1967. Coast Iron installed two gasoline USTs (5,000 and 9,970-gallon capacities) in 1974. These USTs were subsequently removed in 1989. The small industrial buildings on the northwestern portion of the Property were demolished in the mid-2000s, leaving the graded gravel area subsequently leased to UTC.

SCS completed a Phase I Environmental Site Assessment (Phase I ESA) and Limited Phase II Soil and Soil Vapor Investigation (Phase II Investigation) report, dated January 31, 2022 for the Property. In addition, SCS completed a Methane Gas Assessment Report for the Property, dated December 15, 2021, concurrently with the Phase II ESA. A summary of the reports and findings are below.

PREVIOUS INVESTIGATIONS

Phase I ESA/Phase II ESA Investigation

The Phase I ESA identified environmental conditions and Controlled Recognized Environmental Conditions (CRECs) in connection with the Property. Based on the findings of the Phase I ESA, SCS recommended a Phase II Investigation and Methane Gas Assessment. Supporting sections, figures, and tables of relevant reports are included in **Appendix B**. Based on the findings of the Phase I ESA, the Phase II Investigation, and the Methane Gas Assessment, the summary below provides detailed information regarding potential hazards that may be encountered during pre-demolition and demolition activities, which will be subject to this MMP.

- The environmental database report mapped the western two-thirds of the Property within the boundary of the Omega Chemical Superfund Site. The Omega Chemical site is physically located approximately three miles northeast of the Property. Omega Chemical and related parties are responsible for cleanup of a groundwater plume that extends approximately five miles, including beneath the Property. The primary contaminants of concern are volatile organic compounds (VOCs), especially tetrachloroethene (PCE), trichloroethene (TCE), and 1,1-dichloroethene (1,1-DCE). A review of available Omega Chemical Superfund information, indicated that the Property was situated in an area of Operable Unit 2 (OU-2), in need of additional investigation. Based on groundwater plume maps, chlorinated VOCs are present in downgradient groundwater wells south of the Property at concentrations up to 130 micrograms per liter (µg/L), above their corresponding California Maximum Contaminant Levels (MCLs).

  During the UTC facility inspection, SCS observed storage of two 1-liter bottles of 1,2-dichloroethane (1,2-DCA), a chlorinated solvent (and known PCE breakdown product). Given

known chlorinated solvent impacts to regional groundwater from offsite, upgradient sources, SCS considered the storage of this chemical onsite an environmental condition that warranted additional investigation (soil vapor sampling) in the concurrent Phase II soil vapor investigation.

- The environmental database report also contained information about the former Powerine (Cenco) refinery, historically located across the streets to the northeast and east of the Property. The former Powerine facility is also known to have contaminated regional groundwater with total petroleum hydrocarbons (TPH) and petroleum-related VOCs. The Powerine refinery groundwater plume extends beneath the eastern side of the Property and likely co-mingles with the Omega Chemical Superfund plume. The former Powerine refinery areas were redeveloped over the past 20 years, but remediation activities for deep soil vapor (below 10 feet) and in groundwater are ongoing. Remedial actions across the street to the northeast include soil vapor extraction (SVE), air injection, and air-sparge wells. The Powerine responsible parties attribute chlorinated VOCs at their sites to offsite, upgradient sources. SCS also recommended Phase II Investigation to evaluate whether releases from the former Powerine facility were migrating to shallow soil vapor at the Property (vapor encroachment condition, VEC).

- According to files from the Santa Fe Springs Fire Department (SFSFD), USTs were formerly utilized on the Property from at least 1974 through 1989. SFSFD files indicated two tanks were removed in 1989. An Underground Storage Tank Removal report prepared by Vadose, Inc., indicated soil samples from beneath the tanks and dispensers did not detect TPH or fuel-related VOCs. A No Further Action (NFA) letter for the USTs removed was issued by the SFSFD.

  The SFSFD files also contained a 1998 Phase II Environmental Site Assessment Report prepared by Norcal Engineering. The Norcal Phase II investigation was conducted to evaluate areas of concern identified in a prior Phase I ESA, a copy of which was not in the SFSFD files and was not available to SCS. The areas of concern included the following:

  - Two former sumps,
  - Four former cesspools and one septic tank,
  - A former concrete well and stand pipe,
  - The former gasoline UST area,
  - Two dry oil well areas,
  - An elevated concrete block area (former use of area unknown), and
  - A clarifier.

  The locations of these features (if known, based on historical review) are depicted on **Figure 2**.

  The 1998 Phase II investigation included 13 soil borings to depths ranging from 15 to 40 feet below ground surface (bgs). Investigated areas were located on the Coast Iron facility and the northwestern portion of the Property (prior to the demolition of the former structures). Soil samples were selectively analyzed for TPH, VOCs, and Title 22 metals. Ultimately, all TPH concentrations were detected at levels below their corresponding soil screening levels (SSLs). VOCs were not detected in any of the soil samples. Metals concentrations were consistent with typical background ranges in California soils. Based on the results of the Phase II investigation, Norcal recommended no further action. None of the features discussed above were observed by SCS during the Phase I ESA site inspections conducted on October 12 and 22, 2021.

- Three former oil wells were located on or immediately adjacent to the Property (**Figure 2**). One was located at the center of the gravel parking area on the northwestern portion of the Property, one along the north-central edge of the Property, and one at the northeastern edge of the Property (which was likely situated offsite to the east in the Getty Drive right-of-way). Methane issues constitute a business environmental risk (BER). SCS conducted methane sampling concurrently with the Phase II Investigation (discussed further below).

SCS conducted a Limited Phase II Soil and Soil Vapor investigation at the Property on November 10 and 11, 2021 to assess the potential for subsurface impacts from past on-site operations and/or vapor migration. As part of the assessment, SCS installed 22 temporary soil vapor probes at locations across the Property (refer to the report figures enclosed in **Appendix B**).

Based on results from this investigation, SCS concluded the following:

- PCE and fuel-related VOCs (benzene, toluene, and xylenes) were detected in soil vapor at concentrations below their corresponding Department of Toxic Substances Control (DTSC) recommended screening levels (DTSC-Recommended SLs) for existing and future commercial/industrial land use scenarios.

- Soil samples were collected in the vicinity of the former USTs, near the hazardous material/waste storage compounds, near former oil wells, at the location of a former clarifier, and near an area of stained concrete at the base of a hydraulic press. The soil sampling did not show evidence of a significant release of TPH, VOCs, or metals at the Property.

- The results of the 1998 Phase II soil investigation and the SCS Phase II investigation did not identify significant contaminant releases at the Property. The results also suggested that remedial actions being implemented at the former Powerine facility are controlling potential vapor migration of fuel-related VOCs to the Property.

- Based on the available information, SCS considers the regional contamination associated with the former Omega Chemical Superfund Site and the former Powerine refinery facility to be Controlled Recognized Environmental Conditions (CRECs) with respect to the Property.

As discussed above, SCS conducted a Methane Gas Assessment Report for the Property, dated December 15, 2021. The Santa Fe Springs Ordinance 955 (the "Ordinance") requires that a methane investigation be conducted prior to new commercial/industrial construction. SCS conducted a methane assessment of the Property to determine if additional methane monitoring or mitigation measures would be required in accordance with the Ordinance.

Based on the results of the investigation, SCS concluded the following:

- The Property lies within the designated Santa Fe Springs Methane Zone.
- Methane was NOT detected above the instrument's detection capabilities of 0.1% by volume in air during either of the two monitoring events.

Following the investigations discussed above, SCS concluded that additional investigation was not warranted.

LAND USE/TOPOGRAPY

The Property is located within the Santa Fe Springs Plain Subgeomorphic Province of the Los Angeles Coastal Plain at an elevation of approximately 130 feet above mean sea level. This plain is a slightly

rolling topographic feature sloping gently to the northeast in the vicinity of the Property, due to the northwest trending Santa Fe Springs–Coyote Hills anticlinal system. Prominent topographic features in the area include the Puente and Coyote Hills to the northeast, east, and southeast. The San Gabriel River is located approximately 1.75 miles west of the site and flows from north-northeast to south-southwest.

CLIMATE

The Property is located within the South Coast Air Basin, with a climate generally characterized by sparse winter rainfall and dry hot summers tempered by cool ocean breezes. The mild climatological pattern is interrupted infrequently by periods of extremely hot weather, winter storms, and Santa Ana winds. The annual average temperature is 67°F. On average, August is the warmest month while January is the coolest month. Most of the annual rainfall occurs between November and April and annual average rainfall is approximately 12.1 inches in the area of the Property.

GEOLOGY AND SOILS

The Los Angeles Coastal Plain generally consists of alluvial materials deposited by the Los Angeles, San Gabriel, and Santa Ana Rivers. In the vicinity of the Property, the Santa Fe Springs Plain consists of the late Pleistocene alluvium of the Lakewood Formation. The Lakewood Formation overlies the lower Pleistocene San Pedro Formation and the Pliocene Pico Formation. The Lakewood Formation consists of interbedded clays, silts, silty sands, and sands representative of stream-type alluvial and floodplain deposits. During the Phase II soil sampling conducted at the Property, SCS observed silty fine sand, clayey fine sand, and clay to 15 feet bgs. Previous subsurface investigations conducted at the Goodman facility across the street to the north-northeast identified interbedded alluvial sediments ranging in texture from poorly graded sands through clays. The 1998 Phase II investigation at the Property identified silty sand to approximately 10 to 20 feet bgs, with sand beneath the silty sand to 40 feet bgs (Norcal, January 1998).

HYDROGEOLOGY

Based on information for nearby groundwater wells reviewed on the State Water Resources Control Board (SWRCB) GeoTracker website, including those for the former Powerine refinery site located across the street the north-northeast (GeoTracker ID: SL372492442), first groundwater is approximately 85 to 95 feet bgs. The groundwater flow direction in the vicinity of the Property is generally to the south (Murex, July 1, 2012 and Ramboll, July 14, 2021). Regional groundwater is impacted with releases of chlorinated solvents associated with the Omega Chemical Superfund Site and the fuel-related VOCs associated with the former Powerine/Cenco Refinery.

3 PRE-CONSTRUCTION ACTIVITIES

SITE DEVELOPMENT PLANS

The intended future use of the Property is a commercial/industrial warehouse. Current redevelopment plans call for the demolition of the existing structures, removal of slabs and existing foundations. The current proposed development plan calls for construction of a 185,056-square-foot warehouse (**Appendix A**). Although the details of this development plan are subject to change, site use will remain commercial/industrial. No residential or other sensitive receptor use (hospital, daycare, etc.) is contemplated.

OIL WELL LOCATION

Prior to demolition of the existing structures, pre-demolition activities will include exploration to locate the former oil wells. If found, digging will occur in the area to expose the well heads for leak testing. Testing will be conducted in accordance with California Geologic Energy Management Division (CalGEM) guidance.

REGULATORY FRAMEWORK

The following regulatory requirements and/or notifications may be required if potentially impacted soil is encountered during ground disturbance redevelopment activities:

- At least three working days prior to conducting any subsurface work, DigAlert (Underground Service Alert) must be contacted.
- In the event that VOC impacted soil is encountered, notification will be made to the South Coast Air Quality Management District (SCAQMD) for Rule 1166, excavation of VOC-impacted soil. If VOC-impacted soil is identified or suspected, field monitoring will be conducted as required under the Rule. If VOC detections reach or exceed 50 parts per million, further grading or excavation mitigation measures must be implemented in accordance with the Rule to minimize releases of VOCs to air. Monitoring using a photo ionization detector (PID) and record keeping is required for submittal to SCAQMD.
- Best available dust control measures and monitoring for fugitive dust will be required in accordance with SCAQMD Rule 403. If impacted soil is encountered, monitoring for nuisance odors will be conducted in accordance with SCAQMD Rule 402. The General or Grading Contractor will be directed to take additional measures, as necessary, such as application of water or a change in operations or equipment in order to properly manage dust or nuisance odors from leaving the Property. Based on the results of past investigations, implementation of Rule 1466 (control of particulate emissions from soils with toxic air contaminants) is not expected to be necessary. However, as with Rule 1166 monitoring, if suspected contamination is uncovered during the grading process and excavation that would be subject to Rule 1466 is to be conducted, it will be implemented.
- A Storm Water Pollution Prevention Plan (SWPPP) for construction will need to be in place prior to the start of grading.
- The Methane Gas Assessment Report conducted by SCS, dated December 15, 2021, will need to be submitted to the SFSFD, with a copy to the Department of Planning and Development, to fulfill requirements related to the Ordinance. The results of that assessment do not indicate a need for methane mitigation; however, Fire Chief concurrence with that conclusion will be required.
- No additional USTs are known to be on the Property. If one or more USTs is identified during the grading process, UST removal, will be conducted with oversight by the SFSFD.
- No additional clarifiers are known to be on the Property. If one or more clarifiers is identified during the grading process, clarifier removal, if any, will be conducted with oversight by the appropriate regulatory authority, likely SFSFD and/or the Los Angeles County Department of Public Works (LACDPW).
- Oil well reabandonment activities, if any, will be conducted with oversight by CalGEM. This MMP shall be referred to during potential abandonment activities.

- Contractors performing work directly involving impacted soil will be required to possess an active California state contractor's license with a Hazardous Substances Removal (HAZWOPER) certification.

Other agency involvement will include items such as filing of a grading plan with the City of Santa Fe Springs.

HEALTH AND SAFETY PLAN

A site-specific Health and Safety Plan (HASP) will need to be prepared for the Property. If it is required for the MMP to be implemented, the HASP will be in effect for all activities associated with the MMP, including potential excavation, grading, soil sampling, air monitoring, and other activities at the Property overseen by SCS. Contractors working on the Property are expected to be operating under their own health and safety plans.

ENVIRONMENTAL MONITORING

In accordance with SCAQMD Rules, air monitoring and control measures for fugitive dust will be required. Based on the past investigation data, an air monitoring/health and safety professional will not need to be present during grading activities. However, such personnel will be needed on a contingency basis if areas of contamination are identified and will be removed during the grading process. If any contaminated soil is identified that needs to be managed during the grading process, the air monitoring/health and safety professional's oversight activities will include recording monitoring data on field sheets, which will be kept as part of project documentation.

Monitoring may include one or more of the following:

- Monitoring meteorological conditions that could lead to excessive dust levels may require use of on-site meteorological instrumentation and/or coordination with off-site meteorological professionals to identify conditions that require cessation of work, for instance winds in excess of 25 miles per hour (mph) for a duration of 15 minutes.
- Deployment of real-time aerosol monitors and industrial hygiene air sampling equipment and media to measure dust levels and/or concentration of contaminants of potential concern (COPCs) in dust.
- If sampling of suspected contamination uncovered during grading confirms the presence of VOCs in soil, vapor concentrations will be monitored during excavation of the affected area using an organic vapor analyzer fitted with a PID. As discussed above, if readings using the PID reach or exceed 50 parts per million, the provisions of SCAQMD Rule 1166 will then be implemented.

Environmental monitoring will also be discussed in the site-specific HASP.

ROLES & RESPONSIBILITIES

Environmental Consultant

SCS will act as the environmental consultant and provide field oversight and management services for the MMP. SCS personnel may include an Environmental Program Manager (EPM) and Environmental Field Coordinator (EFC). The SCS EFC will have current health and safety certifications discussed in the site-specific HASP. The following personnel will be the main points of contact for SCS. The EFC is to be determined.

- Justin Rauzon (EPM)– jrauzon@scsengineers.com; (562) 533-4337

- Ashley Hutchens (secondary point of contact) – ahutchens@scsengineers.com; (562) 572-4097

Contractor

The designated general contractor (GC) for the project will provide oversight and management services for all aspects of the grading and redevelopment. The GC will be responsible for notifying the Owner and environmental consultant in the event that suspected impacted soil is identified. Under that scenario, SCS and the GC will work together as the MMP is implemented. The contact for the GC is to be determined.

Owner's Participants

The following will be the main points of contact for the Owner:

- Annie Chen - Development Manager (achen3@prologis.com; (626) 241-2011).

- Manasi Chavan – Environmental Manager (mchavansharma@prologis.com; (562) 376-9232)

Individual Responsibilities

Environmental Consultant's Program Manager

The EPM will perform the following tasks:

- Monitor the work of the EFC;
- Communicate field activities to the Owner's Construction Manager;
- Communicate with the EFC to investigate previously unknown features and other environmental conditions, if encountered;
- After consultation with the EFC and the Owner's Construction Manager, characterize, delineate, and supervise the proper management of unknown features, and other unanticipated environmental conditions;
- Evaluate results of all soil sampling conducted;
- Review reports of field activities;
- Initiate and approve all non-emergency contacts with the appropriate agencies.

Environmental Field Coordinator (EFC)

The EFC will perform the following tasks:

- Monitor grading operations visually and with the appropriate monitoring equipment to assess potential unknowns and respond to requests based on questions and findings from the contractor's representative;
- Provide oversight of the implementation of the MMP and Health & Safety Plan including air monitoring;
- Collect soil samples and arrange for laboratory analyses, if determined to be necessary;

- Maintain records of soil sample locations, if necessary;
- Report suspected unknown features and other unanticipated environmental conditions to the EPM;
- Supervise activities related to investigating and remediating unknown features and other unanticipated environmental conditions;
- Review reports of field activities.

Contractor's Field Coordinator

The Contractor's Field Coordinator shall be responsible for the following tasks:

- Coordinate field activities with the EFC;
- Coordinate with the EPM regarding identification and removal of impacted soil or other unknown structures found during grading;
- Excavate and stockpile impacted soil, as directed by the EPC or EPM that may be encountered during grading;
- Cover and assist in labeling and managing stockpiles, as directed by SCS.

4 GENERAL CONSTRUCTION ACTIVITIES

SOIL HANDLING

If impacted soil is encountered, the area will be delineated as necessary with cones, caution tape, stakes, chalk, or flagging and the area will not be disturbed further until an environmental professional is onsite for observation and determination of whether testing and/or excavation work is required. Stockpile staging areas will be delineated prior to the start of excavation. All excavations will conform to applicable regulations including Cal/OSHA Construction Safety Orders.

The specific equipment, means, and methods to be utilized for soil removal, handling, and disposition will be selected based on the nature of the work to be conducted and its location on the Property. Following is a summary of potential soil removal and handling tasks, however it is possible that certain activities will not involve all of the listed tasks:

- Mobilization of equipment, supplies, and manpower. Anticipated equipment to be used may include excavators, backhoes, dump trucks, loaders, and a water truck. Support facilities such as toilets, fencing, and signage will also be located on-site.
- Areas from which contaminated or potentially contaminated soil is being excavated, disturbed, or handled will be secured by temporary fencing and/or caution tape, as appropriate. Exclusion and support zones, if any, staging areas, and decontamination pads will also be delineated.
- Provide traffic control signage and flagging as necessary.
- Provide appropriate dust and vapor control and monitoring in accordance with applicable SCAQMD rules.
- The EFC will be present full-time during soil removal and handling activities in areas in which contaminated soil has been encountered or has the potential to be encountered. This individual will be responsible for observations of soil conditions, air monitoring,

maintaining communications, ensuring compliance with this MMP, and any oversight of sampling.

If excavation is conducted during the rainy season (November through April), provisions will need to be made to prevent off-site migration of sediment in runoff. Best management practices should be implemented for runoff control in accordance with the construction permit, regulatory requirements, and the SWPPP. Measures may include placement of sandbags, straw rolls, and/or hay bales to control runoff and to act as filters. If precipitation accumulates within any excavation, it will be pumped out and disposed in accordance with federal, state, and local regulations.

FUGITIVE DUST AND VAPOR CONTROL

Appropriate procedures will be implemented to control the generation of airborne dust by soil removal activities, including, but not limited to, some or all of the following:

- Generation of dust and emission of VOCs (if any) during Property redevelopment activities will be minimized, as necessary, by the use of water as a dust suppressant. The water will be available from on-site water service, via a water truck, or through a metered discharge from a fire hydrant located on or proximate to the Property. When necessary, the grading contractor will control dust generation by spraying water prior to daily work activities, during excavation/loading activities (as necessary to maintain concentrations below action levels), and at truck staging locations. During the Property construction activities, watering equipment will be continuously available to provide proper control measures.
- Activities that have the potential to generate fugitive dust will cease in the event wind conditions change creating an uncontrollable condition. If required, the EFC will monitor on-site meteorological instrumentation and/or coordinate with off-site meteorological professionals to identify conditions that require cessation of work.

SOIL EXCAVATION AND STOCKPILING

Impacted soil that is excavated and not immediately removed from the Property will be stockpiled on and covered with plastic sheeting to control dust and minimize exposure to precipitation. The edges of the plastic sheeting will have an overlap of at least 24 inches. Plastic sheeting will be secured at the base of the stockpile and along seams of overlapping plastic sheeting, if any, with sandbags or by equivalent means. If a stockpile remains on site during the rainy season, a perimeter sediment barrier, constructed of material such as straw bales or fiber roll, will also be installed. The stockpiles will remain covered until the soil is ready for final disposition.

Biweekly inspection of stockpiles will be conducted, as appropriate, to verify cover integrity. Any gaps, tears, or other deficiencies will be documented by the EFC and corrected immediately. Records will be kept of stockpile inspections and any repairs made. During stockpile removal, only the working face of the stockpile will be uncovered.

If the stockpiled impacted soil is to be transported off site for disposal or recycling, the soil will be profiled for waste characteristics. Waste profiling will consist of collecting soil samples for laboratory analysis at the frequency required by the disposal/recycling facility to which the soil is to be transported. A minimum of four samples will be collected from a stockpile of up to 1,000 cubic yards. For each approximately 500 cubic yards of stockpile material, an additional sample will be collected and analyzed.

Soil samples will be analyzed for parameters required by the disposal/recycling facility. If no specific analytical program is required by the disposal/recycling facility, analysis will include VOCs, metals, and TPH by methods discussed below.

5 SOIL MONITORING DURING CONSTRUCTION

SOIL MONITORING

The following provides guidelines for characterizing, documenting, and handling soil impacted by potential COPCs that are encountered during site redevelopment. The monitoring and sampling activities to be performed include:

- Visual observation performed to detect areas of soil that may be impacted by TPH or other non-VOC hazardous materials, if encountered.
- VOC screening performed to document new or previously undetected sources of VOCs.
- Soil sampling and chemical testing performed to evaluate concentrations of COPCs.

Freshly exposed soil will be evaluated by visual observation by the EFC and with handheld direct read instruments. Depending upon visual, olfactory, and direct reading instrument indicators, soil samples may be collected for chemical testing that will be performed by a state-certified laboratory, as discussed below.

VISUAL OBSERVATION

During pre-demolition, demolition, grading, and construction activities, visual observation of the exposed soil beneath building foundations, floors, pavement, and subsurface features will be conducted. A field form will be completed daily to document the areas of soil suspected of being impacted, if any. Soil color, observations of debris (if any), and subsurface features encountered will be recorded on the field sheets. Any observed discoloration, odor, or other evidence of potential hazardous materials will be documented and serve as the basis for further evaluation.

SAMPLE COLLECTION AND TESTING

Based on field indications, soil samples may be collected to evaluate the presence of suspected chemicals or compounds in exposed soil. Selected soil samples will be analyzed by an appropriately certified, off-site laboratory, with the analytical methods selected based on the following criteria:

- Visual and Olfactory Observation: Soil that is odorous or appears dark or oil stained will be analyzed for TPH by EPA Method 8015M modified and for VOCs by EPA Method 8260B. Soil that appears discolored in a manner typical of metals impacts (e.g., red, yellow, green, gray, silvery) will be analyzed for California Code of Regulations Title 22 metals using EPA Method 6010B/7000.
- Elevated VOC Levels: A soil sample (or samples) will be collected for laboratory testing if the headspace VOC measurement exceeds 100 ppm, as measured with a PID calibrated to hexane during the on-site screening. Samples may be analyzed for VOCs using EPA Method 8260 (VOCs) and/or TPH by EPA Method 8015M modified.

Soil samples for laboratory analysis will be collected using hand tools (for instance hand auger or hand trowel) and placed in glass jars, brass tubes, or other appropriate containers. Samples to be analyzed for VOCs (if deemed necessary) will be field preserved using EPA Method 5035. After

collection, samples will be sealed, uniquely labeled, and placed in a chilled cooler pending delivery to the analytical laboratory. All soil samples will be tracked from point of collection through the laboratory using chain-of-custody documentation.

Re-useable soil sampling equipment (hand auger, trowel, shovel, etc.) will be decontaminated using the following steps to reduce the potential for cross-contamination.

- Wash and scrub in non-phosphate detergent and potable water.
- Rinse in potable water.
- Rinse in deionized water and air dry.

Investigation derived residuals, including decontamination water, will be managed in accordance with regulatory requirements.

EVALUATION OF ANALYTICAL DATA

Laboratory analytical data will be compared to appropriate regulatory screening levels including the DTSC's Hero Note 3, U.S. Environmental Protection Agency (EPA) Regional Screening Levels, and/or the LARWQCB SSLs. Based on the depth to groundwater of approximately 85 to 95 feet bgs at the Property, the SSLs for petroleum hydrocarbons between 20 and 150 feet above groundwater are:

- TPH-g or gasoline-range hydrocarbons (C_4-C_{12}) – 500 mg/kg
- TPH-d or diesel-range hydrocarbons (C_{13}-C_{22}) – 1,000 mg/kg
- TPH-o or oil/heavy-range hydrocarbons (C_{23}-C_{40}) – 10,000 mg/kg.

If confirmation soil samples are required, any concentrations exceeding their respective screening levels may be subject to further excavation and additional confirmatory soil sampling and chemical testing.

As previously described, laboratory analytical data will also be used to characterize excavated soil to determine the appropriate location for off-site disposal. It is expected that only soil with indications of COPCs will be exported from the Property. Soil with no visual or olfactory evidence of impacts and not containing COPCs, may be reused on the Property. Soil export manifest records documenting the destination of all excavated and exported soil will be maintained.

RESPONDING TO UNKNOWN CONDITIONS

If previously unknown impacted soil is suspected (based on visual staining, odors, PID readings, or other observations), the area will be delineated and construction activity will cease in this area. The EFC will notify the contractor and EPM of the condition and sampling of the unknown material will occur. Analysis is expected to be conducted for TPH, metals, and/or VOCs, as appropriate. Analytical results will be compared to applicable regulatory screening levels. Based on this comparison, a determination will be made regarding soil disposition (reuse on site, off-site transport and disposal/recycling, etc.). The number of, and the methods used to collect the soil samples and the analyses to be performed will be selected by the supervising professional, and may include the following test methods:

- TPH with carbon chain range quantification (TPH-cc) using EPA Method 8015M (Modified).
- Metals using EPA Methods 6010B/7471.
- VOCs using EPA Method 8260B.

Additionally, if any UST or other subsurface features are encountered (i.e. oil wells, clarifiers, sumps, etc.), a similar approach will be taken, and appropriate permitting, as necessary, will be obtained for

the removal of the feature(s). Any permitted removals will be conducted with appropriate regulatory oversight, documentation, and reporting.

Upon completion of any required action, the Contractor will be notified by the EPM that they can resume work in the area.

IMPORT FILL SOIL REQUIREMENTS

As appropriate, off-site soils brought to the Property for use as backfill (import fill), if necessary, will be tested in general conformance with the DTSC Information Advisory Clean Imported Fill Material document (2001). Import fill will be tested for target compounds based on knowledge of the fill source area; however, as a minimum, the fill should be tested for the following constituents (or have been tested and documented at the source):

- TPH-cc using EPA Method 8015.
- VOCs using EPA Method 8260B.
- Title 22 metals using EPA Methods 6010B/7471.
- Pesticides using EPA Method 8081A.

Other analyses may be required contingent on the source of the import fill or recommendations by the supervising professional. SCS recommends a minimum of one sample be collected for laboratory analysis per 750 cubic yards or 1,000 tons of import material.

6 POST-CONSTRUCTION ACTIVITIES

SURVEYING

While not expected as part of this MMP implementation, if contaminated soil is left in place, the location of this soil will be surveyed or recorded by use of geographic positioning system equipment. Survey results, including maps, and survey notes will become part of project documentation.

DOCUMENTATION

Following the completion of construction, excavation, and disposition activities, a summary report will be prepared. This document will report on activities that occurred during this phase of project implementation. The report will include a summary of activities, locations of soil sources and final disposition of contaminated soil, if any, and estimated quantities of materials. Additionally, removal of any USTs or other subsurface features, if any, will be appropriately reported for submittal to the SFSFD, or other regulatory agency, as appropriate.

7 REFERENCES

California Department of Toxic Substance Control (DTSC) EnviroStor Website: https://www.envirostor.dtsc.ca.gov/public/.

California Department of Toxic Substances Control (DTSC), Office of Human and Ecological Risk (HERO), June 2020. *Human Health Risk Assessment (HHRA) Note Number 3.*

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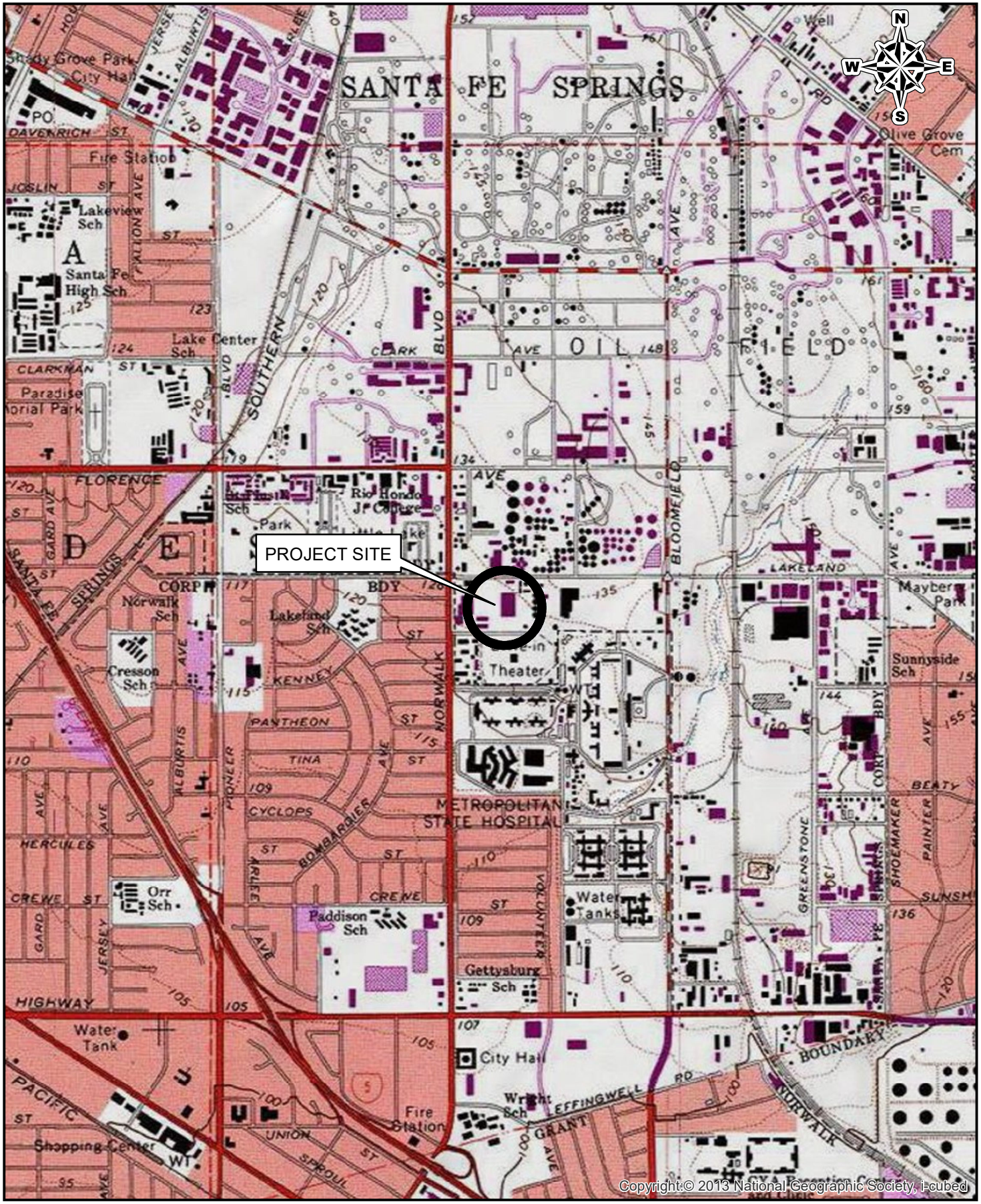
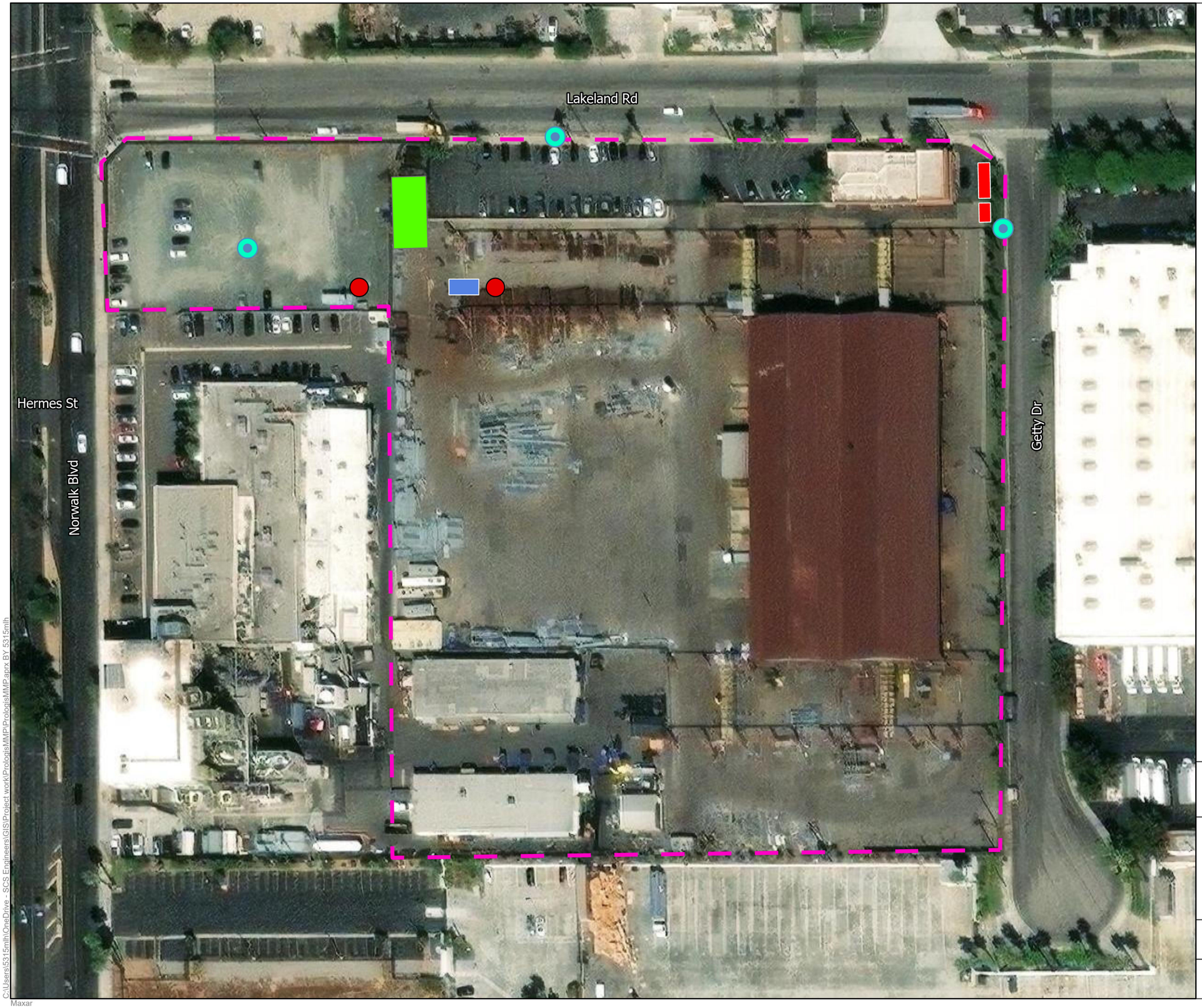
Figures 1 and 2



SCS ENGINEERS 3900 KILROY AIRPORT WAY, SUITE 100 LONG BEACH, CALIFORNIA 90806	SITE: 12300 Lakeland Road Santa Fe Springs, California 90670	Job No.: 01221236.01 Title: SITE LOCATION MAP	FIGURE 1



Legend

- Approx. Former Oil Well Locations
- Approx. Former Cesspool Locations
- Approx. Location of Former USTs
- Approx. Former Clarifier Location
- Approx. Former Septic Tank Location
- SiteBoundary

N
W E
S

0 100
Feet
1 inch = 100 feet

Areas of Concern

12300 Lakeland Road
Santa Fe Springs, CA

Figure 2	Feb 2023

SCS ENGINEERS

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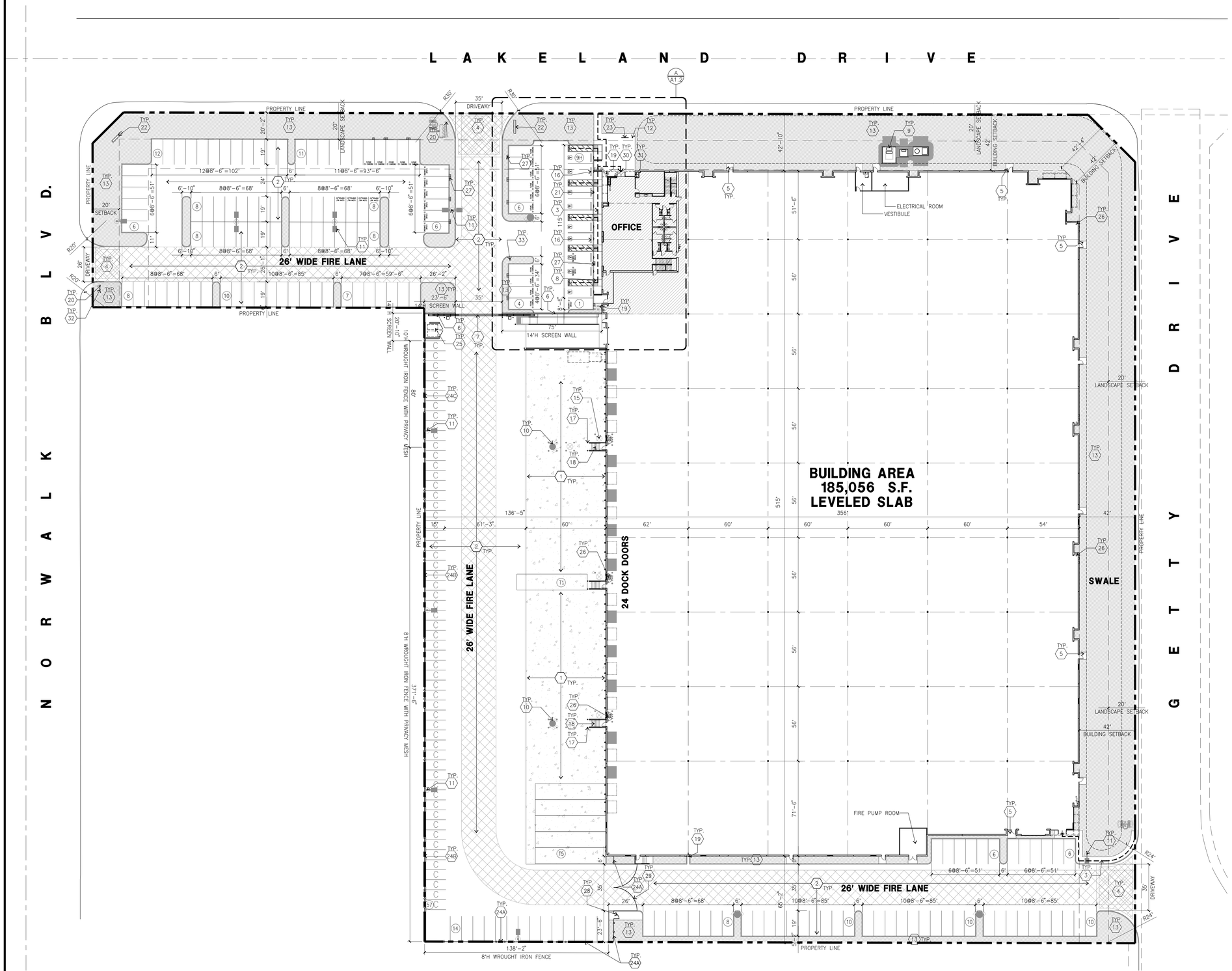
Appendix A

Proposed Development Plan



OVERALL SITE PLAN (A)

scale: 1" = 30'-0"

SCALE: 1" = 30'-0"

0 30' 60' 90'

TRUE NORTH

SITE PLAN KEYNOTES

1. HEAVY BROOM FINISH CONCRETE PAVEMENT
2. PAVEMENT FINISH PER CIVIL
3. CONCRETE WALKWAY, MEDIUM BROOM FINISH
4. ENHANCED DRIVEWAY, 2' BORDER SAW CUT JOINT WITH STAMPED COLOR CONCRETE PATTERN. COLOR TO BE SELECTED BY ARCHITECT.
5. 5'-6"X5'-6"X4" THICK CONCRETE EXTERIOR LANDING PAD TYP. AT ALL EXTERIOR MAN DOORS TO LANDSCAPED AREAS. FINISH TO BE MEDIUM BROOM FINISH PROVIDE WALK TO PUBLIC WAY OR DRIVE WAY AS REQ. BY CITY INSPECTOR.
6. 14'H CONCRETE SCREEN WALL. SEE SHEET A1.3.
7. PROVIDE 8' HIGH BLACK PAINTED METAL SLIDING GATES W/ KNOX-BOX PER FIRE DEPARTMENT STANDARDS. CONTRACTOR TO DESIGN & DETAIL GATES. DRAWINGS AND CALCULATIONS PRIOR TO FABRICATION. PROVIDE CONDUIT FOR FUTURE.
8. TRUNCATED DOME. SEE DETAIL 17/AD.1
9. APPROXIMATE LOCATION OF TRANSFORMER. PER ELECTRICAL AND CONTRACTOR TO VERIFY WITH S.C.E.
10. FIRE HYDRANT PER FIRE PROTECTION DRAWINGS.
11. LIGHT POLE BASE PER STRUCTURAL, FIXTURE PER ELECTRICAL 11/AD.2
12. SMOKING AREA, SEE DETAIL 5, 6 AND 7/AD.5
13. LANDSCAPE. ALL LANDSCAPE AREAS INDICATED BY SHADING
14. FUTURE MOTOR LOCATION PROVIDE ELEC. CONDIUT.
15. PIV PER FIRE PROTECTION DRAWINGS
16. PRE-CAST CONC. WHEEL STOP. SEE DETAIL 3/AD.1
17. CONC. FILLED GUARD POST "6 DIA. U.N.O. 42" H, SEE DETAIL 9/AD.1
18. EXTERIOR CONCRETE STAIR. SEE DETAIL 1, 6/AD.2
19. INTERIOR ROOF DRAIN THRU WALL & CURB, SEE DETAIL 18, 19/AD.3,
20. ACCESSIBLE ENTRY SIGN. 15/AD.1
21. ACCESSIBLE PARKING STALL SIGN PER 14/AD.1
22. FUTURE MONUMENT SIGN.
23. BIKE RACK. 13/AD.2. SEE LANDSCAPE PLANS.
24A. 8'H WROUGHT IRON FENCE
24B. 8'H WROUGHT IRON FENCE WITH PRIVACY MESH.
24C. 10'H WROUGHT IRON FENCE WITH PRIVACY MESH.
25. TRASH ENCLOSURE. SEE SHEET 8/AD.7
26. INTERIOR ROOF DRAIN THRU WALL WITH OVERFLOW SCUPPER, SEE DETAIL 18/AD.3
27. FUTURE EV CHARGING STATION, PROVIDE ELECTRICAL CONDUIT.
28. TUBE STEEL MAN GATE, REMAIN LOCKED ALL TIMES AND SHALL BE EQUIPPED WITH PANIC HARWARE. SEE DETAIL 8/AD.7
29. 8'H METAL SWING GATE
30. NO-SMOKING SIGN
31. KNOX BOX AT BUILDING ENTRANCE PER FIRE DEPARTMENT.
32. SIGN INDICATING TRUCK ACCESS IS AVAILABLE ON LAKELAND ROAD
33. BULLETIN BOARD WITH TRANSPORTATION INFORMATION
34. DRAIN THROUGH U CHANNEL. SEE DETAIL 4/AD.1

SITE PLAN GENERAL NOTES

1. SOCAL GEO 21G248-1 DATED DECEMBER 8, 2021
2. IF SOILS ARE EXPANSIVE IN NATURE, USE STEEL REINFORCING FOR ALL SITE CONCRETE
3. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE WALL, FACE OF CONCRETE CURB OR GRID LINE U.N.O.
4. SEE CIVIL FOR ALL CONCRETE CURBS, GUTTERS AND SWALES.
5. THE ENTIRE PROJECT SHALL BE PERMANENTLY MAINTAINED WITH AN AUTOMATIC IRRIGATION SYSTEM.
6. SEE CIVIL FOR POINT OF CONNECTIONS TO OFF-SITE UTILITIES. CONTRACTOR SHALL VERIF ACTUAL UTILITY LOCATIONS.
7. PROVIDE POSITIVE DRAINAGE AWAY FROM BLDG. SEE CIVIL
8. CONTRACTOR TO REFER TO CIVIL FOR ALL HORIZONTAL CONTROL DIMENSIONS. SITE PLANS ARE FOR GUIDANCE AND STARTING LAYOUT POINTS.
9. SEE CIVIL FOR FINISH GRADE ELEVATIONS.
10. CONCRETE SIDEWALKS TO BE A MINIMUM OF 4" THICK W/ TOOLED JOINTS AT 6' O.C. EXPANSION/CONSTRUCTION JOINTS SHALL BE A MAXIMUM 12' EACH WAY. EXPANSION JOINTS TO HAVE COMPRESSIVE EXPANSION FILLER MATERIAL OF 1/4". FINISH TO BE A MEDIUM BROOM FINISH U.N.O.
11. ALL PROPERTY LINES, EASEMENTS & BUILDINGS, BOTH EXISTING AND PROPOSED, ARE SHOWN THIS SITE PLAN
12. PAINT CURBS AND PROVIDE SIGNS TO INFORM OF FIRE LANES AS REQUIRED BY FIRE DEPARTMENT.
13. CONSTRUCTION DOCUMENTS PERTAINING TO THE LANDSCAPE AND IRRIGATION OF THE ENTIRE PROJECT SITE SHALL BE SUBMITTED TO THE BUILDING DEPARTMENT AND APPROVED BY PUBLIC FACILITIES DEVELOPMENT PRIOR TO ISSUANCE OF BUILDING PERMITS.
14. PRIOR TO FINAL CITY INSPECTION, THE LANDSCAPE ARCHITECT SHALL SUBMIT A CERTIFICATE OF COMPLETION TO PUBLIC FACILITIES DEVELOPMENT.
15. SEE CIVIL DRAWINGS FOR MINIMUM SLAB REINFORCEMENT.
16. ALL LANDSCAPE AND IRRIGATION DESIGNS SHALL MEET CURRENT CITY STANDARDS AS LISTED IN GUIDELINES OR AS OBTAINED FROM PUBLIC FACILITIES DEVELOPMENT.
17. PROVIDE NON-SMOKING SIGNS ON ALL ENTRANCES OF THE BUILDING
18. ALL VERTICAL MOUNTING POLES OF FENCING SHALL BE CAPPED.
19. LANDSCAPED AREAS SHALL BE DELINEATED WITH A MINIMUM SIX INCHES (6") HIGH CURB
20. PEDESTRIANS SHALL BE PROTECTED DURING CONSTRUCTION, REMODELING AND DEMOLITION ACTIVITIES AS REQUIRED BY RIVERSIDE COUNTY BUILDING CODE CHAPTER 33.
21. A KNOX BOX, KNOX KEY SWITCH SHALL BE REQUIRED FOR THE VEHICLE GATE, BUILDING AND FIRE PUMP ROOM.
22. ALL HARDSCAPE SHALL BE PER CIVIL DRAWING REFERENCE ARCHITECTURE PLANS ONLY FOR COLOR AND FINISH.
23. ANY ON-SITE PLUMBING WILL BE PER BUILDING PERMIT, ANY OFF-SITE PLUMBING WITHIN THE PUBLIC RIGH-OF-WAY WILL BE PER PUBLIC WORKS RIGHT-OF-WAY CONSTRUCTION PERMIT.

SITE LEGEND

- LANDSCAPED AREA
- CONCRETE PAVING – SEE "C" DRWGS. FOR THICKNESS
- STANDARD PARKING STALL 8.5' X 19'
- COMPACT PARKING STALL 7'-6" X 15'
- ACCESSIBLE PARKING STALL, 9' X 19' + 5' W ACCESSIBLE AISLE
- VAN ACCESSIBLE 12' X 19' + 5' W ACCESSIBLE AISLE
- CLEAN AIR/ VANPOOL / EV
- LIGHT STANDARD
- FIRE HYDRANT – APPROXIMATE LOCATION
- METAL FENCE
- PROPERTY LINE
- PATH OF TRAVEL 5% MAX SLOPE 2% MAX CROSS-SLOPE 48" MIN WIDTH
- 26' FIRE LANE. PROVIDE RED CURBS AND SIGNAGE PER FIRE DEPT REQUIREMENT

PROLOGIS
3101 W. Coast Hwy, Suite 110
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Consultants

Civil: WALDEN ASSOCIATES
Structural: HSA
Mechanical: ACS
Plumbing: JOHNSON PLUMBING
Electrical: GREGG ELECTRIC
Landscape: HUNTER LANDSCAPE
Fire Protection: SHAMBAUGH
Soils Engineer: SOCALGEO

Revisions: 1ST SUBMITTAL 10/14/2022

Date Job Number: Date: 10/14/2022 Drawn By: M.W. Checked By: X.L.

PROLOGIS SWC LAKELAND RD. AND GETTY DR.

12300 LAKELAND DRIVE, SANTA FE SPRINGS, CALIFORNIA

LICENSED ARCHITECT YONG NAM C-29457 3-31-23 RENEWAL DATE STATE OF CALIFORNIA

Drawing Title: OVERALL SITE PLAN

Drawing Number: A1.1 Of Sheets

Duke-Weeks Job Number:

HPA Job Number: 21750

Appendix B

Previous Reports

Phase I Environmental Site Assessment & Limited Phase II Soil and Soil Vapor Investigation

12300 Lakeland Road
Santa Fe Springs, California 90670
Assessor Parcel Number (APN): 8025-002-026

Duke Realty
200 Spectrum Center Drive, Suite 1600
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(760) 964-4411

SCS ENGINEERS

Project No. 01221236.00 | January 31, 2022

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This Phase I Environmental Site Assessment Report and Limited Phase II Site Investigation Report for the property located at 12300 Lakeland Road in Santa Fe Springs, California, dated January 31, 2022, was prepared by Justin Rauzon and reviewed by Ken Lister.

We declare that, to the best of our professional knowledge and belief, we meet the definition of Environmental Professional as defined in §312.10 of 40 CFR 312. The resumes for the individuals below are included in **Appendix F**. We have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. We have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

Justin Rauzon, R.E.P.A.
Project Manager
SCS ENGINEERS

Kenneth H. Lister, Ph.D., C.E.G., C.Hg.
Project Geologist
SCS ENGINEERS

EXECUTIVE SUMMARY

SCS Engineers (SCS) was retained by Alere Property Group, LLC (the "User") to prepare a Phase I Environmental Site Assessment (Phase I ESA) of the property located at 12300 Lakeland Road, Santa Fe Springs, California (the "Property"). This assessment was performed in conformance with 40 CFR 312, Standards for Conducting All Appropriate Inquiries (AAI), and in general conformance with ASTM E1527-13. Based on the Phase I ESA findings, SCS also conducted additional Phase II soil and soil vapor sampling.

The Property, which comprises 8.42 acres, is located at the southeastern corner of the intersection of Lakeland Road and Norwalk Boulevard. The majority of the Property is developed with the Coast Iron & Steel Company (Coast Iron) facilities, which consists of an office building (3,800 square feet), an approximately 50,000-square-foot steel fabrication building, and asphalt-paved parking and storage yard areas. For more than 40 years, Coast Iron has leased approximately one acre at the southwestern corner of the Property to the adjoining facility to the west (11120 Norwalk Boulevard), currently operated by UTC Aerospace Systems (UTC). The UTC portion of the Property is developed with two warehouse structures, each with an approximate area of 7,500 square feet. UTC also currently leases a gravel parking area at the northwestern portion of the Property (approximately 0.8 acres).

One small structure, likely a rural residence, was located on or near the northwestern portion of the Property as early as 1896. In 1923 and 1925, the small structure was no longer depicted, but three or four oil wells were present on the Property. Between 1928 and the early 1940s, a small structure was present on the north-central portion of the Property. That structure was most likely related to oil exploration activities on the Property and surrounding area. By 1947, a few additional small structures were added at the northwestern portion of the Property. Outdoor equipment storage was also present along the western boundary. In 1963, Coast Iron developed its steel fabrication building on the eastern side of the Property. In 1966, the office building was added at the northeastern corner of the Property. The two industrial buildings on the southwestern portion of the Property, associated with the adjoining facility to the west, were constructed in 1965 and 1967. Coast Iron installed two gasoline USTs (5,000 and 9,970 gallon capacities) in 1974. These USTs were subsequently removed in 1989. The small industrial buildings on the northwestern portion of the Property were demolished in the mid-2000s, leaving the graded gravel area subsequently leased to UTC.

Coast Iron is a steel fabricator that cuts, bends, assembles, and welds steel products. Offices are located at the northeastern portion of the Property. A mostly open-air building where steel fabrication work is conducted is located along the eastern side of the Property. Steel presses are located in the fabricator building area. All of the presses are situated at grade, not in subsurface concrete pits. *De minimis* oil staining was noted at a few locations around the base of presses, particularly on the eastern side of the building. Oxygen acetylene precision plasma cutting equipment is situated outside the northwestern side of the fabrication building. Coast Iron has never galvanized steel at the Property, but it performs touch-up galvanizing with aerosol spray cans south of the fabrication building. Coast Steel's temporary hazardous waste storage compound is located at the southwestern portion of the Property.

UTC manufactures pyrolytic graphite aircraft brake products at its main facilities west of the Property. At the time of the site inspection, the two 7,500-square-foot UTC buildings on the southwestern portion of the Property were primarily being used for warehousing, shipping, and receiving. A small receiving laboratory was located inside the southeastern corner of the southern building. The northern building had offices and part storage (vacuum pumps, valves, gauges, instruments, etc.

UTC's hazardous waste storage compound is located beneath a canopy roof east of the southern building. Long-term UTC (previously Goodrich) employees indicated that the two buildings on the Property were historically used for warehousing, storage, quality control inspections, and dry machining. QC work consisted of dye penetrant inspection of densified carbon brake products manufactured in the main buildings. No spills, staining, or other evidence of a hazardous substance release were observed at the UTC occupied portions of the Property. However, during the UTC facility inspection, SCS observed the storage of two 1-liter bottles of 1,2-dichloroethane (1,2-DCA), a chlorinated solvent. Given known chlorinated solvent impacts to regional groundwater from offsite, upgradient sources, SCS considered the storage of this chemical onsite an environmental condition that warranted additional investigation in the concurrent Phase II soil vapor investigation.

SCS reviewed Santa Fe Springs Fire Department (SFSFD) files as part of the Phase I ESA. The files contain paperwork issued by the SFSFD when the two gasoline USTs were installed at the Property in 1974. The USTs were removed in mid-1989. According to an Underground Storage Tank Removal report prepared by Vadose, Inc., soil samples from beneath the tanks and dispensers did not detect total petroleum hydrocarbons (TPH) or fuel-related volatile organic compounds (VOCs). On October 3, 1990, the SFSFD issued a No Further Action (NFA) letter for the USTs removed from the Property.

The SFSFD files also contained a Phase II Environmental Site Assessment Report prepared by Norcal Engineering. Site contacts indicated that this report was prepared when the owner's family bought out their partners. The Phase II investigation was conducted to evaluate areas of concern identified in a Phase I ESA, a copy of which was not in the SFSFD files and was otherwise unavailable. The areas of concern included the following:

- Two former sumps,
- Four former cesspools and one septic tank,
- A former concrete well and stand pipe,
- The former gasoline UST area,
- Two dry oil well areas,
- An elevated concrete block area (former use of area unknown), and
- A clarifier.

None of these features were observed at the Property during the current site inspection. The 1998 Phase II investigation included 13 soil borings to depths ranging from 15 to 40 feet below ground surface (bgs). Investigated areas were located on the Coast Steel facility and the northwestern portion of the Property (prior to the demolition of the former structures). Soil samples were selectively analyzed for TPH, VOCs, and Title 22 metals. Total recoverable petroleum hydrocarbons (TRPH) were detected in 12 of 40 analyzed samples at concentration ranging from 19 to 460 milligrams per kilogram (mg/kg), equivalent to parts per million (ppm). The maximum TRPH concentration was detected in the 5-foot samples from near the elevated concrete block area. TRPH was not detected in the 20-, 30-, or 40-foot soil sample collected from this same boring. All TRPH concentrations were detected at levels below their corresponding soil screening levels (SSLs). VOCs were not detected in any of the soil samples. Metals concentrations were consistent with typical background ranges in California soils. Based on the results of the Phase II investigation, Norcal recommended no further action.

Coast Iron appears in several environmental databases, related to its storage of hazardous materials, generation of hazardous waste, and the former USTs. The company has been cited for administrative violations related to its hazardous materials business plan (HMBP) and failing to store

hazardous waste in covered containers. Records reviewed, however, did not indicate past releases at the Coast Iron facility.

The environmental database report also maps the western two-thirds of the Property within the boundary of the Omega Chemical Superfund Site. The Omega Chemical site is physically located approximately three miles northeast of the Property. Omega Chemical and related parties are responsible for cleanup of a groundwater plume that extends approximately five miles, including beneath the Property. The primary contaminants of concern are VOCs, especially tetrachloroethene (PCE), trichloroethene (TCE), and 1,1-dichloroethene (1,1-DCE). A review of available Omega Chemical Superfund information, indicated that the Property was situated in an area of Operable Unit 2 (OU-2), in need of additional investigation. Based on groundwater plume maps, chlorinated VOCs are present in downgradient groundwater wells south of the Property at concentrations up to 130 micrograms per liter (µg/L), above their corresponding California Maximum Contaminant Levels (MCLs). Given the historical use and storage of 1,2-DCA (a known PCE breakdown product) by UTC and its predecessor companies, SCS recommended that Phase II soil vapor sampling be conducted at the Property to evaluate whether onsite releases might have contributed to the regional contamination and/or whether vapor migration to shallow soil vapor was occurring. No data reviewed suggests that the Property might be named a contributor to the Omega Chemical Superfund groundwater plume.

The environmental database report also contains information about the former Powerine (Cenco) refinery, historically located across the street to the northeast and east of the Property. The former Powerine facility is also known to have contaminated regional groundwater with TPH and fuel-related VOCs. The Powerine refinery groundwater plume extends beneath the eastern side of the Property and likely co-mingles with the Omega Chemical Superfund plume. The former Powerine refinery areas were redeveloped over the past 20 years, but remediation activities for deep soil vapor (below 10 feet) and in groundwater are ongoing. Remedial actions across the street to the northeast include soil vapor extraction (SVE), air injection, and air-sparge wells. The Powerine responsible parties attribute chlorinated VOCs at their sites to offsite, upgradient sources. SCS also recommended Phase II sampling to consider whether releases from the former Powerine facility were migrating to shallow soil vapor at the Property (vapor encroachment condition, VEC).

Regulatory database information identified other known and suspected contamination sites in the surrounding area, some of which may have contributed to either the Omega Chemical or the Powerine groundwater plumes.

Phase II soil and soil vapor sampling was conducted concurrently with this Phase I ESA. Soil vapor probes were installed at 22 locations across the Property. PCE and fuel-related VOCs (benzene, toluene, and xylenes) were detected in soil vapor at concentrations below their corresponding Department of Toxic Substances Control (DTSC) recommended screening levels (DTSC-Recommended SLs) for existing and future commercial/industrial land use scenarios.

Soil samples were collected in the vicinity of the former USTs, near the hazardous material/waste storage compounds, near former oil wells, at the location of a former clarifier, and near an area of stained concrete at the base of a hydraulic press. The soil sampling did not show evidence of a significant release of TPH, VOCs, or metals at the Property. The results of the 1998 Phase II soil investigation and the SCS Phase II investigation did not identify significant contaminant releases at the Property. The results also suggest that remedial actions being implemented at the former Powerine facility are controlling potential vapor migration of fuel-related VOCs to the Property. Based on the available information, SCS considers the regional contamination associated with the former

Omega Chemical Superfund Site and the former Powerine refinery facility to be Controlled Recognized Environmental Conditions (CRECs) with respect to the Property.

Available oil and gas well maps from the California Department of Conservation, Geologic Energy Management Division (CalGEM) were reviewed to identify oil and gas wells on the Property or in the nearby area. According to the CalGEM Well Finder online database, the property is located in the central-eastern portion of the Santa Fe Springs Oil and Gas Field. Three former oil wells were located on or immediately adjacent to the Property. One was located at the center of the gravel parking area on the northwestern portion of the Property, one along the north-central edge of the Property, and one at the northeastern edge of the Property (which was likely situated offsite to the east in the Getty Drive right-of-way). Methane issues constitute a business environmental risk (BER). SCS conducted methane sampling concurrently with the Phase II investigation. The results were submitted under separate cover.

Conclusions

In summary, SCS performed a Phase I ESA of property located at 12300 Lakeland Road in Santa Fe Springs, California, in conformance with the scope and limitations of 40 CFR 312 and ASTM E1527-13. Any exceptions to, or deletions from, this practice are described in Section 5 of this report. Based on the findings of the Phase I ESA, SCS conducted Phase II soil and soil vapor sampling.

In the opinion of the Environmental Professionals, this assessment has revealed evidence of conditions indicative of a CRECs in connection with the Property, as discussed above. Based on the results of the Phase I ESA and Phase II investigation, additional investigation is not recommended or warranted at this time.

1 INTRODUCTION

SCS Engineers (SCS) was retained by Duke Realty Corporation (the "User") to prepare a Phase I Environmental Site Assessment (Phase I ESA) of the property located at 12300 Lakeland Road, Santa Fe Springs, California (the "Property"). A location map for the Property is presented as **Figure 1** in **Appendix A**. This assessment was performed in conformance with 40 CFR 312, Standards for Conducting All Appropriate Inquiries (AAI), and in general conformance with ASTM E1527-13. Based on the Phase I ESA findings, SCS also conducted Phase II soil and soil vapor sampling. The Phase II investigation results are Section 16 of this report.

2 PURPOSE

This Phase I ESA is intended to constitute appropriate inquiry into the previous ownership and uses of the Property, as required to support the assertion of the innocent landowner, contiguous property owner, and/or bona fide prospective purchaser defenses to liability (collectively the landowner liability protections, or LLPs) under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA a.k.a. Superfund), as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA), and the Small Business Liability Relief and Brownfields Revitalization Act of 2002.

The purpose of this investigation was to identify conditions indicative of releases or threatened releases of hazardous substances as defined in CERCLA Section 101, and petroleum products, on, at, in, or to the Property.

If known or suspected contamination is identified, Users seeking to maintain LLPs have responsibilities in addition to completion of an AAI-compliant Phase I ESA. These "continuing obligations" include taking "appropriate care" and "reasonable steps" with respect to known or suspected releases of hazardous substances during the term of property ownership. In addition to these requirements under federal law, there are different requirements under state law with respect to liability protections. On request, SCS can provide support for clients with continuing obligations, as appropriate.

3 SCOPE OF SERVICES

This Phase I ESA is based on:

- Interviews with past and/or present owners, operators, and/or occupants of the Property.
- Reviews of federal, tribal, state, and local government records.
- Visual inspections of the Property and adjoining sites performed on October 12, 2021.
- Review of historical Property use information (topographic maps, aerial photographs, fire insurance maps, existing reports, etc.).
- Commonly known or reasonably ascertainable information about the Property (e.g., interviews with appropriate regulatory agency personnel and review of agency files review of available documents, interviews with other knowledgeable persons).
- Degree of obviousness of the presence or likely presence of contamination at the Property, and the ability to detect the contamination by appropriate investigation.
- Information provided as a result of the additional inquiries conducted by the User.

4 SPECIAL TERMS AND CONDITIONS

This Phase I ESA for the Property, located in Santa Fe Springs, California, has been prepared specifically for Duke Realty Corporation. The report has been prepared in accordance with the care and skill generally exercised by reputable professionals, under similar circumstances, in this or similar localities. No other warranty, express or implied, is made as to the professional opinions presented herein.

No other party, known or unknown to SCS, is intended as a beneficiary of this work product, its content, or information embedded therein. Third parties use this report at their own risk. Third party reliance letters may be issued on request to SCS subject to approval of Duke Realty Corporation and payment to SCS of a fee for such letters.

5 LIMITATIONS AND ASSUMPTIONS

The investigation focuses on releases and threatened releases of hazardous substances or petroleum products that could be considered a recognized environmental condition (REC) and/or a liability due to their possible presence in significant concentrations (e.g., above acceptable limits set by the federal or state government) or due to the potential for contaminant migration through exposure pathways (e.g., soil vapor migration or groundwater ingestion). Materials that may contain substances which are not currently deemed hazardous by the U.S. Environmental Protection Agency (EPA) or California Environmental Protection Agency (CalEPA) were not considered as part of this study.

Unless specifically included in our scope of services, formal surveys for asbestos-containing materials, lead-based paints, fire safety, vapor intrusion, indoor air quality, mold, and similar matters were not part of this assessment. The Property was not evaluated for compliance with land use, zoning, wetlands, or similar laws. This report is not intended to be an environmental compliance audit.

Hazardous substances naturally occurring in plants, soils, and rocks (e.g., heavy metals, naturally occurring asbestos, or radon) are not typically considered in these investigations. Similarly, construction debris (e.g., discarded concrete, asphalt, etc.) is not considered to be of concern unless observations suggest that hazardous substances are likely to be present in significant concentrations.

Unless otherwise noted, sampling and laboratory analyses of soil, water, air, building materials, or other media, were not performed as part of this investigation. Positive identification of hazardous substances can only be accomplished through sampling and appropriate laboratory analysis.

SCS Engineers assumes no responsibility for the accuracy of information obtained from, compiled by, or provided by third-party sources, such as regulatory agency listings. Unless obviously inaccurate or if information exists to the contrary, SCS Engineers assumes that information collected during this environmental site assessment is accurate and correct. Unless warranted, information collected has not been independently validated as part of this assessment.

The following information is the responsibility of the User (40 CFR 312.22) and is not included in this Phase I ESA:

- Specialized knowledge or experience of the User.

- The relationship of the purchase price to the fair market value of the Property. The purchaser of a Property is required to consider whether any differential between the purchase price and the fair market value of the Property is due to the presence of releases or potential releases of hazardous substances at the Property.

Certain other limitations could affect the accuracy and completeness of this report, as follows:

- Site Access Limitations – None.
- Physical Obstructions to Observations – None.
- Outstanding Information Requests – None.
- Historical Data Sources Failure – None.
- Other Limitations – None.

6 GENERAL SITE CHARACTERISTICS

SITE LOCATION

The Property is located at the southeastern corner of the intersection of Lakeland Road and Norwalk Boulevard. It has been assigned assessor parcel number (APN) 8025-002-026. An APN map is provided as **Figure 2** in **Appendix A**.

GENERAL SITE DESCRIPTION

The Property comprises 8.42 acres. The majority of the Property is developed with the Coast Iron & Steel Company (Coast Iron) facilities, which consists of an office building (approximately 4,000 square foot footprint), an approximately 50,000-square-foot steel fabrication building, and asphalt-paved parking and storage yard areas. For more than 40 years, Coast Iron has leased approximately one acre at the southwestern corner of the Property to the adjoining facility to the west (11120 Norwalk Boulevard), currently operated by UTC Aerospace Systems (UTC). The UTC portion of the Property is developed with two warehouse structures, each with an approximate area of 7,500 square feet. UTC also currently leases a gravel parking area at the northwestern portion of the Property (approximately 0.8 acres).

ADJOINING PROPERTY USE

- North – Lakeland Road adjoins the Property immediately to the north. Sonsray Machinery (10950 Norwalk Boulevard), a construction equipment dealer and distribution business, and Western Water Works Supply Company (12247 Lakeland Road) occupy industrial buildings across the street to the north of the western side of the Property. The Goodman Logistics Center Santa Fe (Goodman) is located across the street to the north-northeast of the Property (12345 Lakeland Road). McMaster-Carr Supply Company, a home goods distribution business, is the primary occupant of the Goodman building.
- South – Harbor Distributing, a beer distribution business, occupies an industrial warehouse buildings directly to the south at 11204 Norwalk Boulevard.
- East – Getty Drive adjoins the Property immediately to the east. Genesis Logistics and Crate & Barrel Warehouse occupy a multi-tenant warehouse/distribution center building across the street to the east (12330 and 12434 Lakeland Road).

- West – The rest of the UTC facility adjoins the Property immediately to the west. UTC is an aerospace business that manufactures airplane brake components. Norwalk Boulevard is situated to the west of the UTC facility and the gravel parking lot at the northwestern portion of the Property. Single-family residences are located across the street to the west.

7 PHYSICAL SETTING

PHYSIOGRAPHIC SETTING

According to the U.S. Geological Survey (USGS), Whittier (1965, photorevised 1981), California 7.5-minute topographic map, the Property is located within the Santa Fe Springs Plain Subgeomorphic Province of the Los Angeles Coastal Plain at an elevation of approximately 130 feet above mean sea level. This plain is a slightly rolling topographic feature sloping gently to the northeast in the vicinity of the Property, due to the northwest trending Santa Fe Springs–Coyote Hills anticlinal system. Prominent topographic features in the area include the Puente and Coyote Hills to the northeast, east, and southeast. The San Gabriel River is located approximately 1.75 miles west of the site and flows from north-northeast to south-southwest.

GEOLOGY AND SOILS

The Los Angeles Coastal Plain generally consists of alluvial materials deposited by the Los Angeles, San Gabriel, and Santa Ana Rivers. In the vicinity of the Property, the Santa Fe Springs Plain consists of the late Pleistocene alluvium of the Lakewood Formation. The Lakewood Formation overlies the lower Pleistocene San Pedro Formation and the Pliocene Pico Formation. The Lakewood Formation consists of interbedded clays, silts, silty sands, and sands representative of stream-type alluvial and floodplain deposits. During the Phase II soil sampling, SCS observed silty fine sand, clayey fine sand, and clay to 15 feet below ground surface (bgs). Previous subsurface investigations conducted at the Goodman facility across the street to the north-northeast identified nterbedded alluvial sediments ranging in texture from poorly graded sands through clays. A 1998 Phase II investigation at the Property identified silty sand to approximately 10 to 20 feet bgs, with sand beneath the silty sand to 40 feet bgs (Norcal, January 1998).

GROUNDWATER

The Property is located near the boundary of the Central Subbasin of the Coastal Plain of the Los Angeles Groundwater Basin and the Coastal Plain of the Orange County Groundwater Basin. Several regional water-bearing units have been identified within the older alluvial fan and valley deposits of the Lakewood Formation and underlying San Pedro Formation. In the area of the Property, the Lakewood Formation ranges from 100 to 180 feet thick, and is composed of three hydrostratigraphic units: 1) the Bellflower Aquiclude (upper unit), 2) the Exposition Aquifer, and 3) the Gage Aquifer. The Exposition and Gage aquifers consist predominantly of sands and fine gravels with discontinuous, thinly bedded silts and clays. The Exposition and Gage aquifers are underlain by the Hollydale, Lynwood, Silverado, and Sunnyside aquifers.

In the Property vicinity, the Bellflower Aquiclude consists of a heterogeneous mixture of clays, silty clays, silts, and extensive interbedded lenses of sandy or gravelly silts and clays and has an estimated thickness between 20 and 40 feet. The major water-bearing unit is the Exposition Aquifer (otherwise known as the Artesia Aquifer), the upper water bearing unit of the Lakewood Formation. The Exposition Aquifer is composed of coarse gravel, coarse to fine sand, and interbedded silts and

clays with a general southwesterly dip and thickness between 40 and 80 feet. The Exposition Aquifer is separated from the Gage Aquifer by an unnamed aquiclude.

Based on information for nearby groundwater wells reviewed on the State Water Resources Control Board (SWRCB) GeoTracker website, including those for the former Powerine refinery site located across the street the north-northeast (GeoTracker ID: SL372492442), first groundwater is approximately 85 to 95 feet bgs. The groundwater flow direction in the vicinity of the Property is generally to the south (Murex, July 1, 2012 and Ramboll, July 14, 2021). Regional groundwater is impacted with releases of chlorinated solvents associated with the Omega Chemical Superfund Site and the fuel-related volatile organic compounds (VOCs) associated with the former Powerine/Cenco Refinery.

RADON

According to the California Department of Public Health's February 2016 Radon Program report, screening in the area of the Property (90670 zip code) found no locations (out of four tested) where buildings had radon levels greater than or equal to 4 picocuries per liter (pCi/L), the EPA action level. The maximum radon result for the Property's zip code was 2.2 pCi/L. Note that elevated radon levels may also be attributed to other radon sources such as leaking natural gas or numerous building products such as drywall, cinderblock, concrete floors, brick, or stone products. Based on the available information, elevated radon gas is not expected in the area of the Property.

8 SITE INSPECTION

Justin Rauzon of SCS conducted an inspection of the Property and surrounding area on October 12 and 22, 2021. Photographs of the Property are provided in Appendix B.

Access to the Property was provided by Mr. Greg White, President of Coast Iron. Mr. Whites family purchased the Property in 1963 and has developed and run the business since that time. Coast Iron is a steel fabricator that cuts, bends, assembles, and welds steel products. Offices are located at the northeastern portion of the Property. The Property is largely paved with asphalt. A mostly open-air building where steel fabrication work is conducted is located along the eastern side of the Property. The building consists of a canopy roof over outdoor work stations built around a compressor room and tool storage areas. Steel presses are located in the fabricator building area. All of the presses are situated at grade, not in subsurface concrete pits. *De minimis* oil staining was noted at a few locations around the base of presses, particularly on the eastern side of the building. Oxygen acetylene precision plasma cutting equipment is situated outside the northwestern side of the fabrication building.

Raw materials are stored north and west of the fabrication building. Although Coast Iron has never galvanized steel at the Property, it does have a small, outdoor painting area where touch-up galvanizing is conducted using spray cans.

As noted above, Coast Iron leases two portions of the Property to UTC. Access to the UTC portion of the Property was arranged through Ms. Christine Poomi, an environmental coordinator. Mr. Jack Nercissian of UTC accompanied Mr. Rauzon during the SCS inspection of the UTC facilities on the Property. UTC manufactures pyrolytic graphite aircraft brake products, including for the U.S. military. Because of its national security work, the visit to the UTC facility required clearance to gain access. The company has a strict policy that photographic equipment is not allowed onsite, so photographs were not taken during the inspection of the UTC portion of the Property. During the inspection, SCS also interviewed Mr. Dary Zeigler, who had worked at the UTC facility since 1974 and was familiar

with the historical uses of the Property buildings. Mr. Zeigler indicated that UTC acquired the facility in 2011 from Goodrich Corporation (Goodrich). Ms. Poomi told SCS that UTC conducted environmental investigations, which included subsurface soil and soil vapor sampling. SCS requested access to copies of any reports relevant to sampling on the UTC areas on the Property, but she said they could not be provided.

At the time of the site inspection, the two 7,500-square-foot UTC buildings on the southwestern portion of the Property were primarily being used for warehousing, shipping, and receiving. A small receiving laboratory was located inside the southeastern corner of the southern building. The northern building had offices and part storage (vacuum pumps, valves, gauges, instruments, etc. UTC's hazardous waste storage compound is located beneath a canopy roof east of the southern building.

Mr. Zeigler recalled that the southern building was constructed in 1965 and the northern building in 1967. The southern building was historically used for quality control inspections and dry machining. QC work consisted of dye penetrant inspection of densified carbon brake products manufactured in the main buildings. He indicated that the northern building had always been used primarily for shipping, receiving, and storage. For a short period, the western portion of the building housed an operation to assemble tobacco pipe inserts that prevented the exterior of the pipe bowl from getting hot to the touch.

Since the mid-2000s, UTC has also leased the gravel lot at the northwestern portion of the Property for employee parking. No spills, staining, or other evidence of a hazardous substance release were observed at the UTC occupied portions of the Property.

HAZARDOUS SUBSTANCES

Coat Iron stores hydraulic oil, diesel fuel (one 55-gallon drum), zinc rich galvanizing compound spray paint cans, and welding gases (acetylene, oxygen, argon, carbon dioxide, etc.). Waste oil and empty spray paint cans are stored at a hazardous waste storage compound located on the southwestern portion of the Property (adjacent to the UTC-leased area). Other than the *de minimis* oil staining observed near the presses described above, no spills, staining, or other evidence of hazardous substance releases were noted at the Coast Iron portion of the Property.

SCS was primarily granted access only to inspect the UTC facilities that are part of the Property. UTC stores waste carbon/graphite to the east of the northern building. The hazardous material/waste storage compound east of the southern building housed new hydraulic oil, waste oil, vacuum pump fluid, empty paint cans, universal waste (fluorescent lamps, batteries, e-waste, etc.), and carbon dust shavings. Flammable materials cabinets inside the buildings stored small quantities (5 gallons or less) of glass cleaner, KB 88 penetrant, PVC primer, anti-seize spray, lubricants, pipe joint compound, Super 77, quad foam, cutting fluid, weed killer, anti-freeze, brake and power steering fluid, paint stripper, dry surface cement, transmission oil, silicone sealant, oven cleaner, disinfecting spray, Raid bug spray, and grease. A small flammable materials cabinet inside the receiving lab stored small containers (1 liter or less) of acetone, xylene, methanol, alcohol, toluene, isopropanol, mineral spirits, 1,2-dibromomethane, and 1,2-dichloroethane (1,2-DCA). An air-conditioned controlled room inside the central portion of the southern building stores phenolic resin.

Although only small quantities are maintained at the UTC site, the storage of 1,2-DCA was one environmental concern that motivated the Phase II soil vapor sampling. As discussed in Section 15, 1,2-DCA was not detected in soil vapor at the Property.

NATURAL DRAINAGE

Natural waterways are not currently located on the Property.

DISTURBED AREAS

Since the Property is entirely paved except for limited landscaping along the southern side, no obvious disturbed areas were noted.

No obvious disturbed areas were noted. There was no evidence of landfilled materials.

ELEVATORS AND OTHER HYDRAULIC EQUIPMENT

No elevators were observed on the Property. Coast Steel operates hydraulic presses used to cut and bend steel. Mr. White indicated that all of the presses are mounted above ground, not in pits. *De minimis* oil staining was observed around the base of some of the presses.

WELLS

No water supply or monitoring wells were observed on the Property. Five groundwater monitoring wells were observed in the Lakeland Road right-of-way north of the western side of the Property. SCS was unable to find any record of who installed these wells through publicly available websites. It is likely that they were installed to monitor the Omega Chemical Superfund groundwater plume. Several groundwater monitoring wells have been installed in the vicinity of the Property by the former Powerine refinery located to the northeast and east. One groundwater monitoring well is located in the Getty Drive right-of-way outside the southeastern corner of the Property (MW-503B). Another is located in the Getty Center Drive cul-de-sac to the southeast (MW-707). Several groundwater wells are also located across the street to the northeast of the Property, at the Goodman Logistics Center Santa Fe Springs. The nearest of these wells is MW-703. Groundwater issues are discussed more fully in Sections 11 and 12.

ELECTRICAL EQUIPMENT

Two pole-mounted Southern California Edison (SCE) electrical transformers were noted on the Property. SCE has stated that they have never specified the purchase of distribution transformers utilizing polychlorinated biphenyls (PCBs) as the insulating/cooling fluid. SCE transformers utilize mineral oil exclusively. In a statistically valid test of over 20,000 SCE distribution transformers, SCE determined that the concentrations of PCBs in the mineral oils was less than 50 parts per million (ppm) in over 96 percent of the units. Based on the available information, no significant environmental impact to the Property is anticipated from these transformers.

WASTEWATER

Industrial wastewater is not produced on the Property. Sanitary wastewater is currently directed to the municipal sanitary sewer. According to historical information reviewed, the Property historically had septic systems for sanitary wastewater.

DRINKING WATER

Drinking water is supplied to the Property by the Santa Fe Springs Water Utility Authority. All large public water suppliers in California have been required to test their water and comply with federal and state drinking water standards since the mid-1980s. Consequently, lead and other

contaminants of concern are not expected to be present above applicable primary and secondary drinking water standards.

STORAGE TANKS

No evidence (fill ports, vent lines, or dispensers) of underground storage tanks (USTs) was observed on the Property. According to Mr. White and records discussed further in Sections 11 and 12, two fuel USTs were previously located at the northeastern portion of the Property.

Two aboveground storage tanks (ASTs) were observed onsite during the site reconnaissance. Propane and oxygen gas tanks are located outside the northwestern portion of the Coast Iron fabrication building. Coast iron also stores many cylinders with welding gases. Tanks with liquid chemicals are not currently stored at the Property.

VISUAL INSPECTION OF ADJOINING SITES

The large number of groundwater wells in the area surrounding the Property are indicative of known groundwater plumes. The regional groundwater issues related to the Omega Chemical Superfund Site and the former Powerine oil refinery are discussed further in Section 12.

9 INTERVIEWS

As noted above, SCS interviewed Mr. White, Ms. Poomi, Mr. Nercissisan, and Mr. Zeigler during the site inspection. Relevant information obtained from interviews in included in the sections above.

10 SITE HISTORY

Site history was evaluated from the following sources:

- Historical USGS topographic maps provided by Environmental Data Resources (EDR) (September 29, 2021).
- Historical aerial photographs provided by EDR (September 29, 2021).
- A search was made of EDR-Sanborn collection and no maps of the Property were found (September 29, 2021).
- City of Santa Fe Springs Department of Building and Safety building permit information.
- A City Directory review report provided by EDR (September 30, 2021).

Copies of topographic maps, historical aerial photographs, city directories, selected building permit records, and Sanborn maps are included in Appendix C.

Year	Description	Source
1896 to 1902	The Property was largely undeveloped land situated at southeast of the intersection of two roads. One small structure, likely a rural residence, was situated on (or immediately outside) the northwestern portion of the Property. Roads were situated immediately to the north and west. The adjoining areas to the north, east, and south were undeveloped land. Small structures, also likely rural residences, were located to the west of the Property.	Topographic maps
1923 and 1925	The structures depicted on the earlier maps were no longer present. Oil wells were depicted on the Property and adjoining sites. The adjoining road to the west was labeled Norwalk and La Puente Hills Road. A dirt access road was depicted immediately to the south of the Property. A few small structures were depicted to the west, east, and south.	Topographic map
1928	The Property was largely undeveloped land covered with low vegetation. The aerial image is poor quality, but there appeared to be small structures on the north-central portion of the Property. Agricultural orchards were present across the street to the north. Industrial buildings were present to the west and east. The dirt access road, small structures, and undeveloped land were located to the south.	Aerial photo
1938	One square structure was situated on the northwestern portion of the Property, surrounded by dirt driveways. The rest of the Property was undeveloped land. The industrial structures immediately to the west and east in the 1928 aerial photo was no longer present; the areas were undeveloped. A few small structures were located across the road to the west. The area to the north was agricultural land with a few small structures along Lakeland Road. The small buildings previously located across the dirt access road to the south were also no longer present.	Aerial photo

Year	Description	Source
1942 and 1943	The Property was depicted with several oil wells on it. One small structure was depicted on the northeastern corner. Oil wells and small structures were also depicted on adjoining sites surrounding the Property.	Topographic maps
1947	No significant changes from the 1943 topographic map were depicted on the 1947 topographic map. The aerial photo showed a few additional small structures at the northwestern portion of the Property. Outdoor storage was present along the western side of the Property. One new industrial building and auxiliary structures were added immediately to the west of the Property (11120 Norwalk Boulevard). Oil field operations, including aboveground storage tanks, were present across the street to the northeast and to the east.	Aerial photo
1949 and 1951	Two small structures were depicted on the northwestern portion of the Property. An "Oil Refinery" and tank farm with more than a dozen ASTs was located across the street to the north-northeast (12345 Lakeland Road). Industrial structures were depicted to the west at 11120 Norwalk Boulevard. Small structures were depicted to the east of the northeastern corner of the Property. One small structure was present across a dirt access road to the south.	Topographic maps
1950	Lansco Oil was listed to the north at 12247 Lakeland Road.	City directories

Year	Description	Source
1953	Four structures were depicted on the northwestern portion of the Property, with outdoor storage along the western boundary. Dirt paths crossed the eastern side of the Property, which was otherwise undeveloped and covered with low vegetation. The industrial facilities to the west (11120 Norwalk Boulevard) expanded. Single-family residences were developed across the street to the west. The refinery to the northeast also expanded, with additional tanks and equipment. A structure was developed across the street to the north of the northwestern portion of the Property. An area to the north also appeared to be a parking lot, likely for refinery employees. No significant changes were noted to the east, which still had industrial structures and oil ASTs.	Aerial photo
1957	Self Serv Stations was listed to the north-northeast at 12345 Lakeland Road.	
1962	Powerine Oil Co. was listed to the north-northeast at 12345 Laekland Road (the refinery).	City directories
1963	Structures were present on the northwestern portion of the Property. One structure and the outdoor storage along the western Property boundary were removed. With the exception of an area at the southwestern corner, much of the rest of the Property was covered with vegetation. The southwestern corner was cleared of vegetation and graded. Coast Iron was issued a building permit for the construction of its main 18,000-square-foot steel fabrication building. The facilities to the west expanded further, with the addition of another building to the south of the main building. A drive-in movie theater was located immediately to the south. Two small structures were developed at the northeastern corner of Norwalk Boulevard and Lakeland Road, west of the refinery parking area. No significant changes from the 1953 aerial photo were noted to the east.	Aerial photo and Building permit

Year	Description	Source
1965	Three small industrial buildings were present on the northwestern portion of the Property. The rest of the Property was depicted as undeveloped land. The residential area to the west was depicted as part of the general Santa Fe Springs urban footprint. The Drive-in Theater was depicted to the south. Two small structures were added across the street to the north, at the northeastern corner of Norwalk Boulevard and Lakeland Road.	Topographic map
1966	Coast Iron was issued a building permit for its steel fabrication office building (3,200 square feet). Pacific Drive-in theaters was listed at 11204 Norwalk Boulevard.	Building permit and City directories
1971	Torco Oil Co. was listed to the north at 12247 Lakeland Road.	City directories
1972	The Coast Iron office and steel fabrication buildings were present on the eastern side of the Property. The two industrial buildings associated with the adjoining site to the west were developed on the leased southwestern portion of the Property. Three small industrial buildings were still present on the northwestern corner of the Property. The facilities to the west were expanded, with the addition of a rectangular building immediately west of the Property line. An additional industrial building was also developed near the parking area across the street to the north of the Property, west of the refinery and tank farm (12247 Lakeland Road). The two small structures added at the northeastern corner of Norwalk Boulevard and Lakeland Road in the 1965 aerial photo were removed.	Aerial photo and Topographic map
1974	Coast Iron was issued a permit to install two gasoline USTs (5,000 gallon and 9,970 gallon capacities).	Building permits
1977	No significant changes from the 1972 aerial photo were noted on the Property. Some of the industrial structures to the east of the Property were removed.	Aerial photo

Year	Description	Source
1981	No significant changes from the 1972 topographic map were noted on the Property. Coast Iron & Steel Co. was first listed in the city directory report at 12300 Lakeland Road. A building permit was issued for an addition to the existing Coast Iron office building. The map showed the expanded/reconfigured industrial facilities to the west.	Building permit, City directories, and Topographic map
1983	No significant changes from the 1977 aerial photo were noted on the Property. A new industrial building was added to the north (10950 Norwalk Boulevard).	Aerial photo
1986	USA Lubricants Company replaced Torco Oil Co. as the occupant at 12247 Lakeland Road to the north.	City directories
1989	No significant changes from the 1983 aerial photo were noted on the Property or adjoining sites. A building permit was issued for the removal of the two gasoline fuel USTs.	Aerial photo and Building permits
1994	No significant changes from the 1989 aerial photo were noted on the Property or adjoining sites. BF Goodrich Aerospace was listed to the west at 11120 Norwalk Boulevard. Devolls Rubber Products Inc. was listed at 11008 Norwalk Boulevard, likely a listing associated with the BF Goodrich facility. Norwalk Boulevard Drive-In Theater was listed to the south at 11204 Norwalk Boulevard.	Aerial photo and City directories
1999	Lakenor Auto Salvage was listed at 10950 Norwalk Boulevard, north of the Property. G&F Roof Supply was listed to the north at 12247 Lakeland Road.	City directories
2002	No significant changes from the 1994 aerial photo were noted on the Property. The area immediately east of the Property was redeveloped with Getty Drive and an industrial warehouse building (12330 and 12434 Lakeland Road). The former drive-in movie theater to the south was also redeveloped with an industrial warehouse building (11204 Norwalk Boulevard).	Aerial photo

Year	Description	Source
2004	Santa Fe Trucking, Staffmark, and Gale Triangle were listed to the south at 11204 Norwalk Boulevard. D3 Equipment was listed at 12247 Lakeland Road.	City directories
2005	No significant changes from the 2002 aerial photo were noted on the Property or adjoining sites.	Aerial photo
2006	Performance Freight Systems was listed to the south at 11204 Norwalk Boulevard.	City directories
2009	The small industrial buildings on the northwestern portion of the Property were demolished, leaving a graded dirt area. No changes were noted relative to the 2005 aerial photo elsewhere on the Property. Between 2005 and 2009, much of the refinery equipment to the northeast was removed, leaving just a tank farm. Triangle Northwest LLC, Performance Team Freight Systems, and Gale Triangle Inc. were listed to the south at 11204 Norwalk Boulevard. Goodrich Aircraft Wheels & Brakes was listed to the west at 11120 Norwalk Boulevard. LKQ of Southern California and Lakenor Auto & Truck Salvage were listed at 10950 Norwalk Boulevard.	Aerial photo and City directories
2012	The 2012 topographic map does not include site-specific details. No significant changes from the 1981 topographic map or 2009 aerial photo were noted on the Property or adjoining sites.	Aerial photo and Topographic map
2014	TK Services Inc. and Case Power & Equipment were listed to the north at 12247 Lakeland Road.	City directories
2015	A building permit was issued to repair the side of a building (likely the office building) damaged in a car accident, along with minor tenant improvements.	Building permit
2016	A building permit was issued for tenant improvements at the Coast Iron office building. The tank farm historically part of the refinery across the street to the northeast was in the process of being dismantled.	Aerial photo and Building permit
2018	The Goodman Logistics Center Santa Fe was developed at the former Powerine area across the street to the northeast of the Property.	Google Earth/Site Visit

HISTORICAL USE SUMMARY

One small structure, likely a rural residence, was located on or near the northwestern portion of the Property as early as 1896. In 1923 and 1925, the small structure was no longer depicted, but three or four oil wells were present on the Property. Between 1928 and the early 1940s, a small structure was present on the north-central portion of the Property. That structure was most likely related to oil exploration activities on the Property and surrounding area. By 1947, a few additional small structures were added at the northwestern portion of the Property. Outdoor equipment storage was also present along the western boundary. In 1963, Coast Iron developed its steel fabrication building on the eastern side of the Property. In 1966, the office building was added at the northeastern corner of the Property. The two industrial buildings on the southwestern portion of the Property, associated with the adjoining facility to the west, were constructed in 1965 and 1967. Coast Iron installed two gasoline USTs (5,000 and 9,970 gallon capacities) in 1974. These USTs were subsequently removed in 1989 (discussed further in Section 11). The small industrial buildings on the northwestern portion of the Property were demolished in the mid-2000s, leaving the graded gravel area subsequently leased to UTC.

HISTORICAL USE OF ADJOINING SITES

As early as 1896, dirt roads adjoined the Property to the north and west, with a few small structures located across the road to the west. By 1928, agricultural orchards were located across the street to the north and industrial buildings were present to the west and east. In the 1920s, oil wells were developed at the Property and adjoining sites, so these early buildings were likely associated with the oil field development. Also in 1928, a dirt access road and small structures adjoined the Property to the south. The structures present to the west and east in 1928 were no longer present in 1938, replaced with a few different, small structures were present across the road to the west. The small structures previously located across the dirt access road to the south were also no longer present. In the 1940s, oil wells were present on adjoining sites surrounding the Property.

In 1947, a new industrial building was developed immediately to the west (11120 Norwalk Boulevard). Since the late-1940s, this facility has expanded, but has consistently been an aerospace facility that manufactured aircraft wheel and brake systems (BF Goodrich and later Collins Aerospace/UTC). In the late-1940s and early-1950s, the Powerine oil refinery and tank farm were developed across Lakeland Road to the north-northeast (12345 Lakeland Road, sometimes referred to as 12354 Lakeland Road). The refinery equipment and some of the tanks were removed in the mid-2000s. Following the removal of all remaining petroleum storage tanks, the former Powerine refinery area was redeveloped with the Goodman Logistics Center Santa Fe buildings in 2018. A drive-in movie theater adjoined the Property to the south from the 1960s through the 1990s. An industrial warehouse/distribution center was constructed on the former theater land around 2002. Two industrial buildings across the street to the north of the northwestern portion of the Property have been home to oil industry businesses, auto/truck salvage, heavy equipment sales, and a roofing company, etc.

The former Powerine refinery site is located relatively upgradient of the Property and represents a known source of releases affecting regional groundwater. The Powerine facility is discussed in greater detail in Section 12 of this report.

11 COMMONLY KNOWN OR REASONABLY ASCERTAINABLE INFORMATION

In order to identify commonly known or reasonably ascertainable information about the Property, SCS attempted to review previous environmental reports and various regulatory agency files and interviewed regulatory agency personnel. The following information was identified.

PREVIOUS ENVIRONMENTAL REPORTS

No previous environmental reports were provided to SCS for review as part of this Phase I ESA. Ms. Christine Poomi, environmental manager with UTC, informed SCS that previous environmental investigations, including soil/soil vapor sampling, had been conducted at the adjoining site to the west (11120 Norwalk Boulevard). She said that they had likely included sampling in the area of the two leased buildings on the southwestern portion of the Property. She told SCS that the reports could not be shared, but that no significant contamination had been identified.

REGULATORY AGENCY RECORDS

Local regulatory agencies and other sources were contacted in an effort to identify any known or suspected contamination sites or incidents of hazardous waste storage or disposal which might have resulted in soil and/or groundwater contamination, or volatile organic compound (VOC) vapor migration to the Property. Generally, this includes records for the Property and adjacent parcels, although relevant information for other sites of possible interest in the area (up to one mile) may also be included. Within the City of Santa Fe Springs, the Santa Fe Springs Fire Department (SFSFD) generally acts as the lead enforcement agency for UST compliance. If a tank has leaked and groundwater contamination is suspected, the Los Angeles Regional Water Quality Control Board generally becomes the lead agency in supervising contaminant characterization and cleanup.

California Environmental Protection Agency Files

Coast Iron is listed on the California Environmental Protection Agency (CalEPA) Regulated Site Portal website as a Chemical and Hazardous Waste Storage site (**Appendix D**). Chemicals reported to be stored at the facility include refined oil waste, propane, oxygen, hydraulic oil, and argon/carbon dioxide mixture. During a November 7, 2017 inspection, Coast Iron was observed to be storing two 55-gallon drums of used oil and one 55-gallon drum of waste aerosol cans that were not properly covered. The facility returned to compliance on December 1, 2017.

Coast Iron is also listed on the Regulated Site Portal as an industrial storm water facility. The business was issued a notice to comply in April 2010 due to an exceedance of total suspended solids at a storm drain outlet on the southern side of the facility. A second notice to comply was issued in February 2020 following an inspection that observed oil staining at two locations with insufficient absorbent applied to them. The oil staining was resolved on March 6, 2020.

The adjoining site to the west (11120 Norwalk Boulevard), which includes the southwestern portion of the Property appears in the CalEPA Regulated Site Portal as Goodrich Corporation and Goodrich Aircraft Wheels & Brakes Goodrich Corporation. The facility is associated with the Toxic Release Inventory (TRIS) regulatory program, as an industrial stormwater facility, and as having air emissions permits. The facility is out of compliance with stormwater permitting requirements. Stormwater non-compliance at this facility is not expected to negatively affect the environmental condition of the Property.

Santa Ana Regional Water Quality Control Board Files

The Property does not appear in the SWRCB's GeoTracker website. Recent LARWQCB case files, if any, would be listed on this website (**Appendix D**).

Department of Toxic Substances Control Files

The Property does not appear in the California Department of Toxic Substances Control (DTSC) EnviroStor website. Recent DTSC case files, if any, would be listed on this website (**Appendix D**).

South Coast Air Quality Management District Files

Coast Steel is not listed on the South Coast Air Quality Management District (AQMD) online Facility INformation Detail (FIND) website.

Goodrich Corporation (Facility ID: 11998) is listed as an active facility at 11120 Norwalk Boulevard, which includes the buildings at the southwestern portion of the Property. The equipment list includes boilers, curing ovens, furnaces used for graphitization and carbonization, burn-off furnaces, a scrubber, spray booths and spray equipment, wastewater treatment, abrasive blasting, a solvent degreaser (>1 pound of VOCs per day), dust collectors, etc.

Santa Fe Springs Fire Department Files

SCS reviewed SFSFD files for the Property address 12300 Lakeland Road (**Appendix D**).

The SFSFD files also contain routine inspection reports and copies of the hazardous materials business plans (HMBPs). Coast Iron reported storing acetylene, a mixture of carbon dioxide and argon, hexane and aliphatic distillate, hydraulic oil, oxygen, propane, refined oil waste, Wayco 8740 petroleum hydrocarbons, waste oil and absorbent material, paints, and primers. Coast Iron was repeatedly issued notices of violation for failing to properly label and cover drums with waste oil and oily rags. After each violation, the facility returned to compliance.

A 2000 map included with one of the HMBPs shows that the three buildings on the northwestern corner of the Property were occupied by B.F. Goodrich "storage," an Erector Shop, and "DuVolls," the rubber business listed in city directories. A 2008 inspection report noted that Coast Steel performed engineering and fabrication of structural steel products. The report also noted some outdoor painting, conducted after wiping down the steel with flammable solvent.

A May 2021 inspection report did not identify any violations.

The SFSFD files also contain a Phase II Environmental Site Assessment Report prepared by Norcal Engineering (January 6, 1998). The report was prepared on behalf of Maness Corporation. Mr. White indicated that the report was prepared around the time that his family bought out business partners to become the sole owners of the Property. The Phase II investigation was conducted to evaluate areas of concern identified in a Phase I ESA, a copy of which was not in the SFSFD files and was otherwise unavailable. Mr. White indicated he did not have a copy. The areas of concern included the following:

- Two former sumps,
- Four former cesspools and one septic tank,
- A former concrete well and stand pipe,

- The former gasoline UST area,
- Two dry oil well areas,
- An elevated concrete block area (former use of area unknown), and
- A clarifier.

The Phase II investigation included 13 soil borings to depths ranging from 15 to 40 feet bgs. Investigated areas were located on the Coast Steel facility and the northwestern portion of the Property (prior to the demolition of the former structures). Soil samples were selectively analyzed for TPH (EPA Method 418.1), VOCs (EPA Method 8240), and Title 22 metals (Methods 6010 and 7471). Only a portion of the figure showing the boring locations was included in the report copy in the SFSFD file, likely because it was an 11x17 sheet copied onto an 8.5x11 sheet. Soil samples were field screened using a photoionization detector (PID). Total recoverable petroleum hydrocarbons (TRPH) were detected in 12 of 40 analyzed samples at concentration ranging from 19 to 460 milligrams per kilogram (mg/kg), equivalent to parts per million (ppm). The maximum TRPH concentration was detected in the 5-foot samples from near the elevated concrete block area. TRPH was not detected in the 20-, 30-, or 40-foot soil sample collected from this same boring. All TRPH concentrations were detected at levels below their corresponding soil screening levels (SSLs). VOCs were not detected in any of the soil samples. Metals concentrations were consistent with typical background ranges in California soils. Based on the results of the Phase II investigation, Norcal recommended no further action.

The files also contain paperwork issued by the SFSFD when the two gasoline USTs were installed at the Property in 1974. In June 1988, the Los Angeles County Department of Public Works issued a letter to Coast Iron noting that the two USTs at the Property were not properly permitted. Coast Iron obtained a temporary permit to continue operating the USTs through August 1989 to use up the remaining fuel stored in them. The SFSFD files contain the temporary UST permit information and tank tightness testing information. According to the UST removal permit issued in July 1989, the two gasoline USTs were located at the northeastern corner of the Property. The USTs were of single-walled steel construction and stored leaded gasoline. A figure in the SFSFD file indicated that the dispensers were situated directly above the tanks (no significant lateral piping). The UST removal permit required two soil samples approximately 2 to 4 feet below each of the tanks and one beneath the pump island.

The SFSFD file contains an Underground Storage Tank Removal report prepared by Vadose, Inc. (September 22, 1989). Samples were analyzed for total petroleum hydrocarbons (TPH) and the fuel-related VOCs benzene, toluene, ethylbenzene, and xylenes (BTEX) using EPA Methods 8020 and 8015. TPH and BTEX were not detected in any of the soil samples at concentrations above laboratory method detection limits. Vadose, Inc. also analyzed four samples of the excavated overburden soil to determine if it could be reused to backfill the UST excavations. TPH was not detected in any of the samples, so it was deemed suitable for reuse.

On October 3, 1990, the SFSFD issued a No Further Action (NFA) letter for the USTs removed from the Property.

12 REVIEW OF FEDERAL, STATE, TRIBAL, AND LOCAL GOVERNMENT DATABASES

A database search for sites listed on various federal, state, tribal, and local databases in the area around the Property was obtained from EDR (September 30, 2021). A description of each of the databases searched is included in the report, which is attached as **Appendix E**. Among the

databases included in the EDR report are NPL (federal, tribal, and state-equivalent), proposed and delisted NPL, CORRACTS (RCRA facilities subject to corrective actions), hazardous waste sites identified for investigation or remediation (SEMS [Superfund Enterprise Management System, formerly known as CERCLIS], State CERCLIS, VCP, Brownfields Calsites, etc.), LUST, sites with engineering controls, former CERCLIS (NFRAP), RCRA and state hazardous waste generators, ERNS, SWLF, USTs, and Toxic Pits.

Review of these records satisfies all requirements as set forth in 40 CFR Section 312.26 (b) and (c) with regard to the review of federal, tribal, and state government records of databases of such government records and local government records and databases of such records pertaining to both the Property and the nearby or adjoining properties. Further, the search distances for each particular database are as specified in 40 CFR 312.26 and ASTM E1527-13.

Any known or suspected contaminated sites included on these lists within 0.25 miles of the Property are discussed in the following text. As a general rule, sites beyond 0.25 miles are not anticipated to impact a site significantly. Any sites beyond 0.25 miles with a high potential to impact the Property are also discussed. (Please note: the distances and directions listed in this report have been field verified and might not always match those in the EDR report.)

Sites such as TSD facilities, hazardous waste generators, HAZNET, FINDS, SQGs, LQGs, USTs, HIST UST, RCRA violations, and TRIS facilities with toxic chemical releases (generally in accordance with permitting requirements - into the air, water, or land as reported under SARA Title III) use or store hazardous materials and thus may pose a potential problem in the event of a spill or leak. However, unless these sites also appear in an agency list of contaminated sites, there is no evidence of any problems at this time. Therefore, sites on these lists will not be discussed unless on or in close proximity to the Property.

Please refer to **Appendix E** for further information on these sites.

PROPERTY LISTINGS

Coast Iron is listed in the CA SWEEPS UST, CA HIST UST, RCRA-SQG, CA CERS HAZ WASTE, FINDS, ECHO, CA HAZNET, CA LOS ANGELES CO. HMS, CA NPDES, CA WDS, CA CIWQS, CA CERS, and CA HWTS databases. The CA SWEEPS UST and CA HIST UST database listings are related to the two gasolines USTs removed in 1989. Based on the UST closure report, the additional sampling conducted at the area in 1998, the NFA letter issued by the SFSFD, and sampling conducted during SCS' Phase II (discussed in Section 15), the former USTs do not represent a significant environmental concern.

Coast Steel has been listed as a small quantity hazardous waste generator since at least 1988. According to the HAZNET database, between 1989 and 2019, Coast Steel generated other organic solids; empty containers (30 gallons or more); off-specification, aged, or surplus organics; unspecified oil-containing waste; unspecified aqueous solution; waste oil and mixed oil; other inorganic solid waste; and latex waste.

The CA CERS listing contains summaries of the SFSFD inspection violations discussed in Section 11.

The EDR database report also maps the western two-thirds of the Property as part of the Omega Chemical Superfund Site (Omega Chemical Site PRP Organized Group, 12504-12512 East Whittier Boulevard, Whittier, California). This facility appears in the NPL, SEMS, CORRACTS, RCRA-LQG, US

ENG CONTROLS, US INST CONTROLS, CA SWEEPS UST, CA HIST UST, ROD, RAATS, PRP, and CA EMI databases.

The Omega Chemical Corporation operated from 1976 to 1991 at 12504 and 12512 East Whittier Boulevard in Whittier, California (approximately 3 miles northeast of the Property). Omega Chemical was a solvent and refrigerant recycler. Drums and bulk loads of waste solvents and other chemicals from various industrial activities were processed at Omega to produce commercial products. As a result of spills and leaks, groundwater beneath the Omega site became contaminated. The primary contaminants of concern are VOCs, especially tetrachloroethene (PCE), trichloroethene (TCE), and 1,1-dichloroethene (1,1-DCE). Before the on-site contamination could be identified and addressed, the contaminated groundwater plume had spread southeasterly approximately five miles. This plume of contaminated groundwater has been designated Operable Unit (OU) 2. According to a recent plume map, the OU-2 plume crosses beneath the western two-thirds of the Property.

In 2017, Geosyntec prepared a Leading Edge Investigation (LEI) Work Plan on behalf of the Settling Word Defendants (SWDs) for the Omega Chemical Superfund (Geosyntec, April 12, 2017). The LEI Work Plan mapped the Property within the proposed Cluster 2 area in need of additional investigation downgradient of the Continental Heat Treat and the Mobil Jalk Fee sites (approximately 0.35 miles north-northwest of the Property), and the western edge of the former Powerine site. The work plan noted that there were likely uncharacterized sources of chlorinated VOCs in this area. The Geosyntec 2017 Work Area Monitoring Report (March 19, 2018) including sampling data for MW27A and MJF-MW8A/MW8B, located approximately 0.5 and 0.35 miles north of the Property, respectively. MW27A had elevated concentrations of TCE (76 micrograms per liter [µg/L]), PCE (15 µg/L), and cis-1,2-dichloroethene (cis-1,2-DCE; 26 µg/L). MJF-MW8A/MW8B had concentrations of TCE (up to 92 µg/L), PCE (up to 0.45 µg/L), 1,1-DCE (up to 38 µg/L), and cis-1,2-DCE (up to 98 µg/L).

The nearest downgradient wells reported in the 2017 Geosyntec Monitoring Report were MW-707 (situated outside the southeastern corner of the Property at the southern end of Getty Drive) and MW-710 (situated approximately 0.2 miles to the south). These wells were installed to monitor groundwater contamination from the former Powerine refinery (Ramboll, July 14, 2021). When last sampled in September 2014, MW-707 reported gasoline-range TPH (TPH-g) at 13,000 µg/L, benzene at 2,100 µg/L, toluene at 280 µg/L, ethylbenzene at 410 µg/L, m,p-xylenes at 1,700 µg/L, and other fuel-related VOCs at lower concentrations. With the exception of cis-1,2-DCE (detected at 2.6 µg/L), the chlorinated VOCs typically found in the Omega Chemical Superfund groundwater plume (including TCE and PCE), were not detected at MW-707. In March 2018, well MW-710, which is more directly downgradient of the Property, had only low concentrations of TPH-g and fuel-related VOCs, but had elevated concentrations of TCE (130 µg/L), PCE (67 µg/L), 1,1-DCE (100 µg/L), and other chlorinated VOCs.

Based on a review of groundwater plume maps, PCE concentrations beneath the Property are estimated to be between 5 and 100 µg/L, exceeding the California Maximum Contaminant Level (MCL) for drinking water.

It is likely that groundwater beneath the western side of the Property is contaminated with chlorinated VOCs and groundwater beneath the eastern side of the Property is contaminated with TPH-g and fuel-related VOCs. SCS recommended the Phase II investigation discussed in Section 15 of this report to evaluate whether releases at the Property might have contributed to the regional contamination. The results of the 1998 Phase II soil investigation and the SCS Phase II investigation discussed in Section 15 did not identify significant contaminant releases at the Property. No data reviewed suggests that the Property might be named a contributor to the Omega Chemical

Superfund groundwater plume. Based on the available information, SCS considers the regional contamination associated with the Omega Chemical Superfund Site to be a controlled recognized environmental condition (CREC) with respect to the Property.

ADJACENT SITE LISTINGS

Goodrich Corporation/Nalco Company/BF Goodrich Aerospace, 11120 Norwalk Boulevard (adjacent to the west/partially onsite) – CA AST, CA ENVIROSTOR, CA HIST UST, CA CHMIRS, CA ENF, CA HAZNET, CA NPDES, CA WDS, CA CIWQS, CA CERS, CA HWTS, CERS HAZ WASTE, CA CERS TANKS, CA SWEEPS UST, RCRA-LQG, CA EMI, NY MANIFEST, CA WDS

These listings are all in reference to what is now the UTC facility. Although this business has long leased the southwestern portion of the Property, it is discussed as an adjacent site listing because the majority of its operations are offsite to the west. The CA AST listing describes 1,320 gallons of storage capacity (material stored not reported). The CA ENVIROSTOR database listing is for a tiered permit obtained on February 14, 2001. The Nalco Company (Nalco) HIST UST listing is for one "waste" UST installed in 1983. The EDR report contains no record of releases from the UST. According to the CA CHMIRS listings, in May 2010, cooling tower water was released to the storm drain system due to a power failure. In May 2011, cooling tower water was released to the street when an underground water line ruptured. The release, which was reported due to the potential for petroleum residue gathered as water ran across the road, was channelized into a containment sump and clarifier. In February 2015, wastewater with a pH lower than 6 was released to the sewer due to a pump failure at the scrubber. In April 2015, a 10-pound benzene release to the atmosphere occurred due to the pollution system being off-line. This facility received repeated violations and fines for issues related to stormwater discharges dating back to at least 2001.

The UTC/Goodrich facility is a large quantity hazardous waste generator. Since at least 2001, the facility has generated ignitable waste, corrosive waste, reactive waste, barium, cadmium, chromium, lead, mercury, silver, benzene, 1,4-dichlorobenzene, 1,2-DCE, methyl ethyl ketone (MEK), spent halogenated solvents, spent non-halogenated solvents, wastewater sludge from electroplating operations, acetone, 3,4-pyridazinedione, 1,2-dihydro-(or) maleic hydrazide, methanol, phenol, tetrahydrofuran, etc. According to the CA HAZNET database listings, since 1989, the hazardous waste generated has included: asbestos containing waste; off-specification, aged, or surplus inorganics; waste oil and mixed oil; PCBs and material containing PCBs; oil/water separation sludge; unspecified organic liquid mixture; other inorganic solid waste; other organic solids; unspecified solvent mixture; liquids with pH $\leq$ 2; liquids with lead $\geq$ 500 milligrams per liter (mg/L); laboratory waste chemicals; metal dust (alkaline solution from machining waste); tank bottom waste with halogenated organics; unspecified sludge waste; unspecified organic liquid mixture; oxygenated solvents; etc. The SFSFD has cited the facility for administrative violations related to its HMBP, its spill prevention control and countermeasure (SPCC) plan, employee training, risk management plan (RMP), etc.

Based on a review of the EDR database report and publicly available information on GeoTracker and EnviroStor, there is no indication that this facility has contributed to regional contamination. However, given the site's lengthy industrial history and known use of halogenated solvents (including small volume storage at one building on the Property, observed during the site inspection), SCS considered it prudent to conduct soil vapor sampling on the UTC-occupied portion of the Property. As shown in Section 15, the sampling did not identify evidence of a VOC release. Based on the available information, the UTC site has not negatively affected the environmental condition of the Property.

Genesis Logistics/Exel Genesis Logistics Santa Fe Springs, 12330 Lakeland Road (adjacent to the east) – CA HAZNET, CA NPDES, CA CERS, ECHO, RCRA NonGen/NLR, and CA HWTS – In 2012, Coaster Distribution manifested hydrocarbon solvent from this site. The CA CERS database information indicates that the facility has been cited for administrative violations such as failing to submit or update its HMBP. None of the violations were indicative of chemical releases.

Brown Oil Tools Co. Inc., 12232 Lakeland Road (adjacent to the west) – CA SWEEPS UST and CA LOS ANGELES CO. HMS – This facility appears in the CA SWEEPS UST database as having four USTs in 1989. The EDR database does not contain details about the size or contents of the tanks. There is no indication of releases from the USTs. The CA LOS ANGELES CO. HMS listing indicates that the business had permits for tanks and industrial waste. It contains no indications of violations. Based on the available information, this listing is not anticipated to negatively affect the environmental condition of the Property.

T&T Oil Co., 12326 Lakeland Road (adjacent to the east) – CA LOS ANGELES CO. HMS – This facility appears as a listed industrial hazardous materials/hazardous waste site. The database listing contains no information about chemical releases or violations. Based on the available information, this listing is not anticipated to negatively affect the environmental condition of the Property.

Rexford Industrial/Torco USA Lubricant/Sonsray Machinery LLC, 12247 Lakeland Road (adjacent to the north) – CA LUST, CA CPS-SLIC, CA HAZNET, CA HIST CORTESE, LA Co. Site Mitigation, CA CERS, RCRA NonGen/NLR, and CA HWTS – The CA LUST database listing indicates that a diesel release was discovered on August 9, 1990, during tank closure work by Torco USA Lubricants. The release was described as having "minor or no potential water resource impact." The case summary information noted that a final remediation report was due by September 24, 1995 and that it was actually an aboveground tank case. As a result, the case was transferred to the SLIC unit. According to GeoTracker (GeoTracker ID: SLT4L1961777), the case status is "Open – Inactive as of January 29, 2015." The GeoTracker case also notes that the contaminants of concern were petroleum fuels affecting soil. The CA HAZNET database listed asbestos containing waste generated in 2016, likely a result of a building renovation. The available information does not suggest this site has had releases likely to negatively affect the environmental condition of the Property. Sonsray Machinery is listed as a construction and mining equipment wholesaler that did not generate hazardous waste.

Lakeland Development Company/Powerine Oil Company/RAAB Vacuum Truck Service Inc./Powerine Oil – Administration Building/Powerine Oil Co./Coin-Op Gasoline Associates/Cenco Refining Co./Powerine Oil Refinery/Walker Property/Goodman Santa FE Springs SPE LLC/City of West Sacramento WTP/S.W.H.A.T. 12345 and 12354 Lakeland Road (adjacent to the north and east) – CA LUST, CA AST, CA HIST UST, CA Cortese, CA EMI, CA LOS ANGELES CO. HMS, CA Notify 65, CA CERS, FUELS PROGRAM, FINDS, CA ENVIROSTOR, CA CPS-SLIC, CA CHMIRS, CA HIST CORTESE, CA CERS, CA SWEEPS UST, CA WMUDS/SWAT, CA DEED, CA ICE, CA VCP, CA CIWQS, RCRA-LQG, and EDR Hist Auto – The Powerine refinery, also known as the Cenco refinery, was a gasoline, diesel, and ethanol producer and oxygenate blender. It was an oil refinery from the 1930s until July 1995. The refinery processed crude petroleum products into kerosene, leaded gasoline, aviation fuel, unleaded gasoline, diesel, fuel oil, and petroleum coke. The former refinery and associated offsite pipelines have had releases affecting soil, soil vapor, and groundwater.

There are multiple GeoTracker and EnviroStor case files for the former refinery. The CA HIST UST database indicated that the former Powerine refinery had at least five USTs. According to GeoTracker (GeoTracker ID: T0603704675), the Powerine Oil Co. CA LUST case status was "Completed – Case Closed as of February 1, 1996." The contaminant of concern was listed as aviation fuel that affected soil. The Former Powerine Oil Co. Refinery – Western Portion (GeoTracker

ID: T10000007505) case status is listed as "Open – Remediation as of February 13, 2017." Goodman Santa Fe Springs SPE LLC (Goodman) acquired the western 18 acres of the former refinery after having entered into a California Land Reuse and Revitalization Act (CLRRA) agreement with the LARWQCB. The contaminants of concern are listed as gasoline and fuel related VOCs, including fuel oxygenates that affected soil, soil vapor, and regional groundwater. Shallow soil at the western side of the former refinery (0 to 10 feet bgs) was remediated in 2015 and 2016, resulting in an NFA letter issued by the LARWQCB. As noted earlier, the western side of the former Powerine refinery site was redeveloped with the Goodman Logistics Center buildings in 2018.

According to the Third Quarter 2021 RAP Implementation Progress Report prepared by Ramboll (December 18, 2021), 81 nested soil vapor extraction wells, with 158 separate screened sections, have been installed to address deep soil contamination, defined as between 10 and 100 feet bgs. Due to the large amount of contaminant mass in deep soil, the remediation work is focused on high flow soil vapor extraction (SVE) with low-pressure air injection. In addition, 25 air-sparge wells were installed to depths of approximately 130 feet to address contamination in groundwater. On March 16, 2021, the contaminant concentrations in soil vapor at the nearest locations to the Property (W5-1A/C and W5-2A/B/C) including gasoline-range TPH (TPH-g) up to 360,000 µg/L, benzene up to 1,100 µg/L, toluene up to 170 µg/L, ethylbenzene up to 180 µg/L, xylenes up to 410 µg/L, and other fuel-related VOCs. Chlorinated VOCs are not typically detected above laboratory reporting limits at these probe locations.

According to the most recent groundwater monitoring report (Ramboll, July 14, 2021), benzene, cis-1,2-DCE, trans-1,2-dichloroethene (trans-1,2-DCE), vinyl chloride, TCE, and MTBE were detected in wells at concentrations above their corresponding MCLs for drinking water. The highest concentrations were detected in wells MW-701, MW-703, and MW-704R, the three closest wells to the Property. Benzene was detected at concentrations up to 3,300 µg/L, MTBE up to 49,000 µg/L, TPH-g up to 21,000 µg/L, and diesel-range TPH (TPH-d) up to 2,100 µg/L. The chlorinated VOCs are generally detected in upgradient wells at the former Powerine facility and are attributed to offsite, upgradient sources associated with the Omega Chemical Superfund Site.

Groundwater generally flows from the former Powerine refinery site towards and beneath the Property. Plume maps (included in **Appendix E**) show that releases from the former refinery have affected groundwater primarily beneath the eastern side of the Property. SCS recommended the Phase II investigation discussed in Section 15 of this report to evaluate potential vapor migration from the former Powerine refinery site and consider whether releases at the Property might have contributed to the regional contamination. The results of the 1998 Phase II soil investigation and the SCS Phase II investigation discussed in Section 15 did not identify significant contaminant releases at the Property. The results also suggest that remedial actions being implemented at the former Powerine facility are controlling potential vapor migration of fuel-related VOCs to the Property. Based on the available information, SCS also considers the regional contamination associated with the former Powerine refinery facility to be a CREC with respect to the Property.

Lakenor/Lakenor Auto Salvage/Sonsray Machinery, 10950 Norwalk Boulevard (adjacent to the north) – CA HIST UST, CA CERS HAZ WASTE, CA HAZNET, CA CERS, CA SWEEPS UST, RCRA NonGen/NLR, RCRA-SQG, CA FID UST, FINDS, ECHO, CA LOS ANGELES CO. HMS, CA WDS, and CA HWTS – This facility reportedly had one "waste" UST of unknown capacity installed in 1982. The CA HAZNET database information indicates that this facility generated unspecified aqueous solution, oil/water separation sludge, other organic solids, aqueous solution with total organic residues less than 10 percent, oxygenated solvents, unspecified organic liquid mixture, unspecified oil-containing waste, unspecified sludge waste, off-specification inorganics, and hydrocarbon solvents between 1993 and 2015. The SFSFD cited this facility for administrative violations related to its HMBP.

These EDR listings do not have information about violations or known releases likely to negatively affect the environmental condition of the Property.

McMaster-Carr Supply Company, 12319 Lakeland Road (adjacent to the north-northeast) – RCRA-SQG, CA CERS HAZ WASTE, and CA CERS – This tenant at the Goodman Logistics Center generates ignitable waste, corrosive waste, reactive waste, cadmium, and lead. The industrial supplies wholesale business has no reported violations.

JB Hunt, 12319 Lakeland Road (adjacent to the north-northeast) – RCRA NonGen/NLR – This tenant at the Goodman Logistics Center was verified not to generate hazardous waste on November 11, 2019 and has no reported violations.

Harbor Distributing, LLC, Santa Fe Springs/Esquer/Performance Team Freight Systems Inc., 11204 Norwalk Boulevard – RCRA LQG, CA CERS HAZ WASTE, CA HAZNET, CA CERS, CA HWTS, and RCRA NonGen/NLR – Harbor Distributing is listed as a large quantity generator of corrosive waste. No violations were reported. Between 2004 and 2016, Performance Team Freight Systems Inc. generated other organic solids, unspecified oil-containing waste, waste oil and mixed oil, and adhesive waste. In 2017 and 2018, Reyes Fleet Management, LLC generated asbestos containing waste, off-specification organics, liquids with pH $\leq$ 2, empty containers 30 gallons or more, and latex waste. Performance Team and Reyes Fleet were cited for administrative violations related to its HMBP and for storing waste in uncovered containers.

OTHER DATABASE SITES

The EDR report provides a summary table of regulatory database sites within specified distances of the Property, including standard environmental records, additional environmental records, high risk historical records, and recovered governmental records. This summary table is provided beginning on Page 4 of the EDR report (**Appendix F**).

Other sites located within 0.25 miles of the Property with known releases of hazardous substances such as CA LUST, CA Cortese, CA CPS-SLIC, LA Co. Site Mitigation, and CA CHMIRS are located cross- or downgradient, or based on case status and/or distance, are not anticipated to negatively affect the environmental condition of the Property. Several sites located within 0.25 miles appear in databases not typically associated with documented releases, such as EDR Hist Auto, CA HIST CORTESE, CA CERS, RCRA-SQG, FINDS, ECHO, RCRA NonGen/NLR, CA HIST UST, CA LOS ANGELES CO. HMS, CA HAZNET, CA HWTS, CA CERS HAZ WASTE, CA SWEEPS UST, CA EMI, CA CDL, CA UST, CA NPDES, CA CIWQS, CA AST, and CA CERS TANKS. Based on a review of the database information, none of these sites are known to have any contamination at this time; therefore, none are anticipated to have negatively affected the environmental condition of the Property.

At least one facility located beyond 0.25 miles, the Mobil Jalk Fee (0.3 miles north-northwest), is a suspected responsible party named in the Omega Chemical Superfund Site and may have contributed to regional groundwater contamination present beneath the western side of the Property. Other sites located beyond 0.25 miles are not anticipated to negatively affect the environmental condition of the Property.

UNMAPPABLE OR ORPHAN SITES

Seven unmappable sites were identified in the EDR report. Unmappable sites cannot be plotted due to inaccurate or incomplete addresses. Based on review of the provided data, including the estimated locations of the unmappable sites in relation to the Property, it appears unlikely that the

unmappable sites have adversely affected the environmental condition of the Property. One of the unmappable sites, So Cal Gas/Ontario MGP is further discussed in the adjacent sites section of this report.

LANDFILLS

According to the EDR-provided review of the California Department of Resources Recycling and Recovery (CalRecycle) Solid Waste Information System, no active or inactive landfills were identified within 0.5 miles of the Property. Based on the available information, it is unlikely that landfills have adversely affected the environmental condition of the Property.

OIL AND GAS WELLS

Available oil and gas well maps from the California Department of Conservation, Geologic Energy Management Division (CalGEM) were reviewed to identify oil and gas wells on the Property or in the nearby area. According to the CalGEM Well Finder online database, the Property is situated in the southwestern portion of the Santa Fe Springs oil field.

A map showing the location of the Property relative to nearby oil and gas wells is provided in **Appendix D**. Dozens of other wells are located in the surrounding area. Three oil and gas wells are depicted on the Property. CalGEM well information for these three wells is also included in **Appendix D**. Santa Fe Springs Oil Synd. No. 2 – Well No. 1 (API: 0403716095) is mapped near the central-southern portion of the gravel parking lot on the northwestern corner of the Property. This well was drilled to a depth of 5,069 feet in 1922 and was plugged in 1924. Well notes indicate that it never produced because it is located outside the proven territory, with no oil sands shown in the drilling logs.

Santa Fe Springs Oil Synd. No. 2 – Well No. 3 (API: 0403716096) is depicted at the north-central edge of the Property, immediately south of Lakeland Road. This well drilled in 1923 and was abandoned after drilling to a depth of only 1,559 feet. Well notes stated that it was not drilled deep enough to penetrate any producing oil- or gas-bearing formations.

Santa Fe Springs Oil Synd. No. 3 – Well No. 1 is depicted at the northeastern portion of the Property, southeast of the office building. Although depicted on the Property on the CalGEM website, Mr. White stated that he recalled this well being located offsite in the Getty Drive right-of-way east of the Property. The CalGEM record for this well indicates that it was drilled in 1923 to a depth of 4,730 feet (sidetracked at 4,445 feet) and abandoned in 1924, after the area where it was drilled "proved to be barren." It never operated and did not produce oil or gas. AllenCo re-abandoned the well in 1998. The reabandonment logs note that only the upper 95 feet were cemented, with CalGEM (then DOGGR) approval. Based on the information provided by Mr. White, it does appear likely that this well was located offsite.

NATIONAL PIPELINE MAPPING SYSTEM

SCS reviewed the National Pipeline Mapping System (NPMS) website for the Property and surrounding area to identify any hazardous materials pipelines. The NPMS is a geographic information system (GIS) created by the U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration (PHMSA), and Office of Pipeline Safety (OPS) in cooperation with other federal and state governmental agencies and the pipeline industry. The NPMS consists of geospatial data, attribute data, public contact information, and metadata pertaining to the interstate and intrastate hazardous liquid trunklines and hazardous liquid low-stress lines as well as gas

transmission pipelines, liquefied natural gas (LNG) plants, and hazardous liquid breakout tanks (tanks that receive and store liquids transported by pipeline) jurisdictional to PHMSA. The nominal accuracy of geospatial data in the NPMS is +/-500 feet. The NPMS does not contain information on interconnects, pump and compressor stations, valves, direction of flow, capacity, throughput, or operating pressure. In addition, distribution and gathering pipelines are not included in the NPMS.

The NPMS is built from data submitted by pipeline, LNG plant, and breakout tank facility operators. Since 2002, transmission pipeline and LNG plant facility operators are required to submit mapping information to the NPMS and to update their submissions annually. Breakout tank operators are able to submit data to the NPMS on a voluntary basis.

Based on review of the NPMS website, two Crimson Pipeline L.P. crude oil pipelines are located in the Norwalk Boulevard right-of-way west of the Property. The website does not contain any information about releases from these pipelines. Based on the available information, no negative environmental affects to the Property are anticipated from these pipelines.

LOCAL ENVIRONMENTAL ISSUES

On April 8, 2004, the City of Santa Fe Springs passed Ordinance No. 955 amending Section 117.131 of the city code, which established certain conditions under which a soil gas investigation is required, the requirements for soil gas investigations, provided a map of "methane zones" within the city, and outlined minimum methane mitigation measures (where applicable). The methane zone area within the city encompasses all land within 1,000 feet of a landfill or within 250 feet of an existing or abandoned oil well. A soil gas investigation is also required on sites where the level of total petroleum hydrocarbon contamination in soil exceeds 20,000 parts per million. The SFSFD is the lead agency within the city providing oversight of soil gas investigations, monitoring programs, and mitigation measures.

A copy of the Methane Zone Map is included in Appendix D. As shown on the map, the Property is situated within the city-designated methane zone. Since the Property was developed prior to the implementation of Ordinance No. 955, the existing buildings are not subject to methane investigation or mitigation requirements. If the Property were to be redeveloped, soil gas investigation would be required. Methane issues constitute a business environmental risk (BER).

SCS conducted a methane investigation at the Property concurrently with the Phase II investigation. The methane investigation report is provided under separate cover.

13 USER PROVIDED INFORMATION

A User Questionnaire was not returned to SCS for inclusion in the report. Alere provided no information beyond what is discussed above.

TITLE RECORDS

No title report was provided to SCS for review.

ENVIRONMENTAL LIENS OR ACTIVITY AND USE LIMITATIONS

No information regarding environmental liens or activity and use limitations was provided to SCS. No environmental liens or activity/use limitations were identified by SCS during the course of this assessment.

SPECIALIZED KNOWLEDGE

No specialized knowledge regarding the Property was provided to SCS by the User.

VALUATION REDUCTION FOR ENVIRONMENTAL ISSUES

No Property valuation information was provided to SCS.

14 DEGREE OF OBVIOUSNESS OF THE PRESENCE/LIKELY PRESENCE OF CONTAMINATION ON THE PROPERTY

As discussed above, environmental database reports map the western two-thirds of the Property within the boundary of the Omega Chemical Superfund Site. The Omega Chemical site is physically located approximately three miles northeast of the Property. Omega Chemical and related parties are responsible for cleanup of a groundwater plume that extends approximately five miles, including beneath the Property. A review of available Omega Chemical Superfund information, indicated that the Property was situated in an area of Operable Unit 2 (OU-2), in need of additional investigation. Based on groundwater plume maps, chlorinated VOCs are present in upgradient and downgradient groundwater wells. Given the historical use and storage of 1,2-DCA (a known PCE breakdown product) by UTC and its predecessor companies, SCS recommended that Phase II soil vapor sampling be conducted at the Property to evaluate whether onsite releases might have contributed to the regional contamination and/or whether vapor migration to shallow soil vapor was occurring. No data reviewed suggests that the Property might be named a contributor to the Omega Chemical Superfund groundwater plume.

The environmental database report also contains information about the former Powerine (Cenco) refinery, historically located across the street to the northeast and east of the Property. The former Powerine facility is also known to have contaminated regional groundwater with TPH and fuel-related VOCs. The Powerine refinery groundwater plume extends beneath the eastern side of the Property and likely co-mingles with the Omega Chemical Superfund plume. The former Powerine refinery areas were redeveloped over the past 20 years, but remediation activities for deep soil vapor (below 10 feet) and in groundwater are ongoing. Remedial actions across the street to the northeast include soil vapor extraction (SVE), air injection, and air-sparge wells. The Powerine responsible parties attribute chlorinated VOCs at their sites to offsite, upgradient sources. SCS also recommended Phase II sampling to consider whether releases from the former Powerine facility were migrating to shallow soil vapor at the Property (vapor encroachment condition, VEC).

The results of the 1998 Phase II soil investigation and the SCS Phase II investigation discussed in Section 15 did not identify significant contaminant releases at the Property. The results also suggest that remedial actions being implemented at the former Powerine facility are controlling potential vapor migration of fuel-related VOCs to the Property. Based on the available information, SCS considers the regional contamination associated with the Omega Chemical Superfund site and the former Powerine refinery facility to be CRECs with respect to the Property.

15 PHASE II SOIL AND SOIL VAPOR INVESTIGATION

To assess the potential for subsurface impacts from past on-site operations and/or vapor migration to the Property, SCS conducted limited subsurface soil and soil vapor investigation.

SUBSURFACE UTILITIES CLEARANCE

As required by law, SCS contacted Underground Service Alert prior to conducting any subsurface work (Dig Alert No. A212850109). In addition, Goldak, Inc. (Goldak) of Burbank, California cleared the boring locations of subsurface utilities and other potential obstructions prior to initiating field activities.

SOIL VAPOR SAMPLE COLLECTION

On November 10 and 11, 2021, under SCS' direction, H&P Mobile Geochemistry (H&P) of Carlsbad, California installed soil vapor probes at 22 locations (SV1 through SV22) throughout the Property. Soil vapor probe locations are shown on **Figure 3** in **Appendix A** and in **Appendix G**. Sampling points were selected to investigate specific areas of interest (former UST area, hazardous material/waste storage compound, etc.) and to provide general coverage of the Property.

Soil vapor probes were installed at a depth of 5 feet bgs using a truck-mounted, direct-push rig. At locations SV7, SV9, SV10, SV12, SV13, and SV19, high vacuum was encountered in probes initially set at the 5-foot depth, so additional temporary probes were installed at 3 feet bgs (after encountering similar conditions at 6 and 4 feet bgs). High vacuum was encountered at all shallow (3- to 5-foot probes set at location SV21). At locations SV1 through SV13, SV19, SV20, and SV21, a 15-foot soil vapor probe was also set. High vacuum conditions were not encountered in the 15-foot probes.

At each location, a stainless steel rod was advanced to the target depth. The steel rod was then retracted and new (clean) 1/8-inch diameter Nylaflow tubing, with a polypropylene filter placed on the bottom end, was inserted to the desired depth. Clean #2/12 Monterey sand was placed in a 6-inch vertical interval around each filter. A bentonite seal was placed above the sand pack for each probe. The remaining annular space was then backfilled with bentonite and hydrated.

Soil vapor sampling was conducted in general accordance with the Advisory – Active Soil Gas Investigations, published by the LARWQCB and DTSC in July 2015 (the "Guidance"). Following a minimum of 120 minutes after being set, the probes were purged to remove ambient air from the sampling system and ensure that the collected soil vapor sample was representative of soil conditions. A purge of three volumes of the system was used for all locations. In addition, prior to collecting samples, a leak-check compound (1,1-difluoroethane) was exposed at the surface.

A total of 39 soil vapor samples (including two replicate samples) were collected and analyzed for VOCs using Method H&P 8260SV, a modified version of EPA Method 8260B, in an on-site mobile laboratory provided by H&P. H&P is certified by the United States Department of Defense Environmental Laboratory Accreditation Program (DoD-ELAP) to conduct the specified analysis. Chain-of custody documentation was completed to track the samples from the point of collection through analysis.

After all samples had been collected and the soil vapor analyses completed, the temporary probes were removed. Probe locations were backfilled with bentonite. No soil cuttings requiring disposal were generated during the field activities.

SOIL VAPOR ANALYTICAL RESULTS

The H&P laboratory report, chain-of-custody documentation, and QA/QC data are included as **Appendix H.** A summary of the soil vapor analytical results is presented in **Table 1** in **Appendix H.**

Five VOCs were detected in one of more of the soil vapor samples analyzed at concentrations above laboratory reporting limits as follows:

- PCE was detected in two samples at concentrations of 0.082 and 0.25 µg/L.
- Benzene was detected in seven samples (including the two replicate samples) at concentrations between 0.093 and 0.29 µg/L.
- Toluene was detected in 16 samples at concentrations between 0.82 and 11 µg/L.
- m,p-Xylene was detected in six samples (including the two replicate samples) at concentrations between 0.40 and 1.3 µg/L.
- o-Xylene was detected in one sample at a concentration of0.47 µg/L.

The leak-check compound was not detected in any of the soil vapor samples collected.

The DTSC, Human and Ecological Risk Office (HERO) issued an updated Human Health Risk Assessment (HHRA) Note No. 3 in June 2020. In this Note, DTSC made recommendations regarding the methodology and use of the U.S. EPA Regional Screening Levels (RSLs) and DTSC-modified screening levels (jointly referred to herein and "DTSC-Recommended SLs") for soil vapor screening under residential and commercial/industrial land use scenarios. The DTSC-Recommended SLs for evaluating soil vapor intrusion are calculated using indoor air screening levels and recommended attenuation factors. The values calculated using Note No. 3 recommendations are very conservative. Chemical concentrations in excess of the calculated DTSC-Recommended SLs are not conclusive evidence of adverse risks to human health. Depending on VOC concentrations and their distribution, additional investigation – such as sub-slab sampling, indoor air assessments, site-specific health risk assessments, etc. – may be warranted to evaluate site-specific health risks.

In **Table 1**, the soil vapor results from this investigation are compared to the DTSC-Recommended SLs under existing and future commercial/industrial building land use scenarios using an attenuation factors of 0.001 and 0.0005. As shown, detected concentrations of VOCs were all below their respective DTSC-Recommended SLs. Based on this, the VOC concentrations detected do not represent a significant risk to human-health associated vapor intrusion into existing or future commercial/industrial buildings.

In the latest update to HERO Note No. 3, DTSC also recommended that screening assessments calculate soil vapor screening levels using the U.S. EPA recommended attenuation factor of 0.03 (based on June 2015 guidance) for sub-slab soil gas and "near-source" exterior soil gas. Use of this attenuation factor was also in the Public Draft Supplemental Guidance: Screening and Evaluating Vapor Intrusion released by DTSC and the California Water Resources Control Boards in February 2020. **Table 1** also includes DTSC-Recommended SLs for "near-source" exterior soil gas samples using an attenuation factor of 0.03. These attenuation factors result in extremely conservative screening levels.

As shown, using the 0.03 attenuation factor, the two PCE detections and the seven benzene detections exceed their corresponding DTSC-Recommend SLs calculated using the more conservative attenuation factor. Please note that the attenuation factor of 0.03 is based on limited studies, of primarily residential homes with degraded concrete/basements and are not necessarily applicable to commercial/industrial sites in California with slab-on-grade construction. However, it has been SCS' experience with similar sites that upon further investigation – such as sub-slab sampling, indoor air assessments, site-specific health risk assessments, and radon slab attenuation studies – there are no significant health risks from these sporadic and trace levels of VOCs.

Recent peer-reviewed, California-specific studies have also concluded that the previously established attenuation factors of 0.001/0.0005 for existing/future commercial/industrial buildings are more applicable to sites in California than those calculated using the more conservative 0.03 attenuation factor (Lahvis and Ettinger, April 2021). In summary, the low concentrations of VOCs detected in soil vapor during this investigation are not indicative of a significant vapor intrusion risk. Additional investigation of soil vapor is not recommended at this time.

SOIL SAMPLE COLLECTION

Also on November 10 and 11, 2021, under direction of SCS, H&P conducted soil sampling at the following locations shown on **Figure 3** in **Appendix A**:

- SB1 – Co-located with soil vapor boring SV1, this boring was located in the vicinity of the former USTs. Soil samples were collected at 10 and 15 feet bgs.
- SB2 – Co-located with soil vapor boring SV4. This location was selected because it was near one of the hydraulic presses with oil staining observed on the pavement at its base. Soil samples were collected at 5 and 10 feet bgs.
- SB3 – Co-located with soil vapor boring SV8. This boring was located immediately north of the Coast Steel hazardous waste storage compound and east of the UTC hazardous material/waste compound. Soil samples were collected at 5 and 10 feet bgs.
- SB4 – Co-located with soil vapor boring SV18. This boring was located in the approximate area of the former oil well shown on CalGEM maps in the gravel parking lot on the northwestern portion of the Property. Soil samples were collected at 5 and 10 feet bgs.
- SB5 – This soil boring was advanced in the northwestern portion of the Property, in the vicinity of the former clarifier shown in the 1998 Phase II report prepared by Norcal. Soil samples were collected at 5 and 10 feet bgs.
- SB6 – Co-located with soil vapor boring SV22. This boring was located in the approximate area of the former oil well shown on CalGEM maps near the north-central edge of the Property (in the current Coast Steel parking lot). Soil samples were collected at 5 and 10 feet bgs.

Soil samples were collected using the truck-mounted, direct-push drill rig. The drill rig was equipped with a hydraulic hammer and a 2-foot long, 1.75-inch diameter solid core sampler. A pointed steel tip was fixed to the head of the solid core sampler and driven to the desired depth on the steel rod. Soil matrix samples were collected by retracting the drive tip through the center of the sampler with an inner rod, and hydraulically hammering the sampler an additional 1.5 to 2 feet. Soil samples were recovered in 2-foot long, 1-inch diameter pre-cleaned acetate sleeves that have been placed inside the sampler. An approximately 6-inch section was cut from the sample sleeve and retained for submittal to the laboratory.

A portion of each soil sample intended for analysis of VOCs was preserved in the field using EPA Method 5035. This process includes the collection of three aliquots of soil from each soil sample using a plunger/sub-sampler provided by the laboratory. The aliquots of soil were immediately placed in 40 milliliter VOA (volatile organic analysis) vials as follows - two aliquots in VOAs with a sodium bisulfate preservative and one VOA with a methanol preservative.

Sample sleeves and 5035 kits were labeled with the sample number, date of collection, and time of collection. Immediately following labeling, samples were placed in a chilled cooler to be submitted to Performance Analytic Laboratory (PAL) of Signal Hill, California. PAL is certified by the California State Water Resource Control Board's Environmental Laboratory Accreditation Program (CA ELAP) to

perform the requested analyses. Samples were tracked from the point of collection through the laboratory using proper chain-of-custody protocol. Samples were collected using generally accepted regulatory procedures. Soil samples collected during this investigation were selectively analyzed for TPH with carbon chain breakdown using EPA Method 8015M, VOCs using EPA Method 8260B/5035, and Title 22 metals using EPA Methods 6010B and 7471A.

New nitrile gloves were used and frequently replaced in the handling of all soil samples to prevent cross-contamination. Samples were tracked from the point of collection through the laboratory using proper chain-of-custody protocol.

SOIL ANALYTICAL RESULTS

The PAL laboratory report, including chain-of-custody forms and QA/QC information are provided in **Appendix G**. A summary of analytical results for soils is presented in **Table 2** and **Table 3** in **Appendix G**.

Total Petroleum Hydrocarbons and Volatile Organic Compounds

There are no universal cleanup guidelines for TPH- and/or VOC-contaminated soils in California. Cleanup levels can vary based on a number of factors including the nature of the contamination, depth to groundwater, the beneficial uses of groundwater, soil type, human health risks (i.e., land use, residential vs. commercial/industrial scenarios), and regulatory oversight agency requirements. Actual cleanup goals are site-specific and based on applicable regulatory guidelines. Generally, regulatory guidelines that apply to the cleanup of specific chemical constituents in soil are related to one or more of the following issues:

- Potential impacts to groundwater
- Human health risks

As shown in **Table 2**, neither gasoline- nor diesel-range TPH were detected in any of the 12 samples analyzed. Oil-range TPH (TPH; C23-C32) was detected in two soil samples at concentrations of 30.4 and 32.9 mg/kg.

The LARWQCB established cleanup guidelines, also known as soil screening levels (SSLs), for hydrocarbon-impacted soils based on the potential for groundwater contamination (RWQCB, 1996). Groundwater is anticipated to occur at approximately 100 feet bgs at the Property. Based on this information, the SSLs for petroleum hydrocarbons are:

- TPH-G (C4-C12) – 500 mg/kg
- TPH-D (C13-C22) – 1,000 mg/kg
- TPH-O (C23-C32) – 10,000 mg/kg

These SSLs are also provided in **Table 2**. Oil-range TPH was detected well below its SSL. Based on the data from this and previous site investigations, TPH detected in soils does not represent a risk to groundwater.

For TPH-impacted soils, DTSC-Recommended SLs have been established for TPH in the medium aromatic range (C9 to C16) and in the high aromatic range (C17 to C32).

Human health risks from petroleum hydrocarbon-impacted soils in California are often evaluated using either of two methods:

- A comparison with the DTSC-Recommended SLs.
- Completion of a site-specific Health Risk Assessment (HRA).

For an industrial land use scenario, the high aromatic range DTSC-Recommended SL is 18,000 mg/kg. Although the carbon range for oil-range TPH is not directly comparable to the DTSC-Recommended SL value for high aromatic hydrocarbons, the concentrations detected in soils at the Property are well below the DTSC-Recommended SLs and do not represent a risk to human health.

A sites-specific HRA is typically conducted on larger, more complex projects where a variety of contaminants are present or the use of the site may be particularly sensitive (e.g., residential). An HRA is a more technically rigorous examination of all potential contaminants and exposure scenarios, and can be used in the development of appropriate cleanup goals and/or mitigation strategies. Based on the TPH concentrations detected during this investigation, development of an HRA is not warranted.

VOC concentrations detected in soil are summarized on **Table 3**. As shown, 2-butanone (methyl ethyl ketone, MEK) was detected in all of the soil samples at concentrations ranging from 15.7 to 23.6 µg/kg. MEK is a common laboratory cross contaminant. The uniform nature of the low detections in all samples strongly indicates that the MEK detections are the result of cross contamination. Regardless, the concentrations are far below their corresponding DTSC-Recommended SL of 190,000,000 µg/kg and do not represent a risk to groundwater or human health.

The only other VOC detected was toluene at 9.54 µg/kg in the 5-foot sample from SB2. This detection is also far below its corresponding SSL of 7,500 µg/kg and DTSC-Recommended SL of 5,300,000 µg/kg and does not represent a risk to groundwater or human health.

Metals

As shown on **Table 2**, all 12 samples contained detectable concentrations of one or more metals including arsenic, barium, chromium, cobalt, copper, lead, nickel, vanadium, and/or zinc.

Regulatory guidance for metals in soil is based on evaluation of both background and risk-based concentrations. The Kearney Foundation of Soil Science published a special report of background concentrations of trace and major elements in California soils (Bradford et al, 1996). Metals were generally detected at, or below, the concentrations typically found in California soils as related in this study.

In HERO Note No. 3, DTSC recommends the use of RSLs, except in cases where a DTSC-modified screening level differs by a factor or three-fold or more. As with the soil vapor screening levels described above, whether it is an RSL or DTSC-modified screening level, the applicable (most stringent) screening levels are described herein as the DTSC-Recommended SLs.

In **Table 2,** the metals results from this investigation are compared to the commercial/industrial DTSC-Recommended SLs. As shown, the only metal detected above the DTSC-Recommended SL is arsenic.

With regard to arsenic, the U.S. EPA has acknowledged that, in some cases, the predictive risk-based models generate screening levels that lie within or even below typical background concentrations. If

natural background concentrations are higher than the risk-based screening levels, an adjustment is probably needed. U.S. EPA uses naturally occurring arsenic in soils as an example. Further, the DTSC has acknowledged that the strict use of RSLs is impractical and has set acceptable levels of arsenic in soil in the range of 8 to 12 mg/kg for school sites in California.

Based on the available information, the arsenic concentrations in soil at the Property appear to be at background levels and naturally occurring.

16 DATA GAPS

No data gaps were identified during the preparation of this Phase I ESA.

17 FINDINGS AND OPINIONS

Based on the scope of work performed, SCS finds the following:

The Property, which comprises 8.42 acres, is located at the southeastern corner of the intersection of Lakeland Road and Norwalk Boulevard. The majority of the Property is developed with the Coast Iron & Steel Company (Coast Iron) facilities, which consists of an office building (3,800 square feet), an approximately 50,000-square-foot steel fabrication building, and asphalt-paved parking and storage yard areas. For more than 40 years, Coast Iron has leased approximately one acre at the southwestern corner of the Property to the adjoining facility to the west (11120 Norwalk Boulevard), currently operated by UTC Aerospace Systems (UTC). The UTC portion of the Property is developed with two warehouse structures, each with an approximate area of 7,500 square feet. UTC also currently leases a gravel parking area at the northwestern portion of the Property (approximately 0.8 acres).

One small structure, likely a rural residence, was located on or near the northwestern portion of the Property as early as 1896. In 1923 and 1925, the small structure was no longer depicted, but three or four oil wells were present on the Property. Between 1928 and the early 1940s, a small structure was present on the north-central portion of the Property. That structure was most likely related to oil exploration activities on the Property and surrounding area. By 1947, a few additional small structures were added at the northwestern portion of the Property. Outdoor equipment storage was also present along the western boundary. In 1963, Coast Iron developed its steel fabrication building on the eastern side of the Property. In 1966, the office building was added at the northeastern corner of the Property. The two industrial buildings on the southwestern portion of the Property, associated with the adjoining facility to the west, were constructed in 1965 and 1967. Coast Iron installed two gasoline USTs (5,000 and 9,970 gallon capacities) in 1974. These USTs were subsequently removed in 1989. The small industrial buildings on the northwestern portion of the Property were demolished in the mid-2000s, leaving the graded gravel area subsequently leased to UTC.

Coast Iron is a steel fabricator that cuts, bends, assembles, and welds steel products. Offices are located at the northeastern portion of the Property. A mostly open-air building where steel fabrication work is conducted is located along the eastern side of the Property. Steel presses are located in the fabricator building area. All of the presses are situated at grade, not in subsurface concrete pits. *De minimis* oil staining was noted at a few locations around the base of presses, particularly on the eastern side of the building. Oxygen acetylene precision plasma cutting equipment is situated outside the northwestern side of the fabrication building. Coast Iron has never galvanized steel at the Property, but it performs touch-up galvanizing with aerosol spray cans south

of the fabrication building. Coast Steel's temporary hazardous waste storage compound is located at the southwestern portion of the Property.

UTC manufactures pyrolytic graphite aircraft brake products at its main facilities west of the Property. At the time of the site inspection, the two 7,500-square-foot UTC buildings on the southwestern portion of the Property were primarily being used for warehousing, shipping, and receiving. A small receiving laboratory was located inside the southeastern corner of the southern building. The northern building had offices and part storage (vacuum pumps, valves, gauges, instruments, etc. UTC's hazardous waste storage compound is located beneath a canopy roof east of the southern building. Long-term UTC (previously Goodrich) employees indicated that the two buildings on the Property were historically used for warehousing, storage, quality control inspections, and dry machining. QC work consisted of dye penetrant inspection of densified carbon brake products manufactured in the main buildings. No spills, staining, or other evidence of a hazardous substance release were observed at the UTC occupied portions of the Property. However, during the UTC facility inspection, SCS observed the storage of two 1-liter bottles of 1,2-dichloroethane (1,2-DCA), a chlorinated solvent. Given known chlorinated solvent impacts to regional groundwater from offsite, upgradient sources, SCS considered the storage of this chemical onsite an environmental condition that warranted additional investigation in the concurrent Phase II soil vapor investigation.

SCS reviewed Santa Fe Springs Fire Department (SFSFD) files as part of the Phase I ESA. The files contain paperwork issued by the SFSFD when the two gasoline USTs were installed at the Property in 1974. The USTs were removed in mid-1989. According to an Underground Storage Tank Removal report prepared by Vadose, Inc., soil samples from beneath the tanks and dispensers did not detect total petroleum hydrocarbons (TPH) or fuel-related volatile organic compounds (VOCs). On October 3, 1990, the SFSFD issued a No Further Action (NFA) letter for the USTs removed from the Property.

The SFSFD files also contained a Phase II Environmental Site Assessment Report prepared by Norcal Engineering. Site contacts indicated that this report was prepared when the owner's family bought out their partners. The Phase II investigation was conducted to evaluate areas of concern identified in a Phase I ESA, a copy of which was not in the SFSFD files and was otherwise unavailable. The areas of concern included the following:

- Two former sumps,
- Four former cesspools and one septic tank,
- A former concrete well and stand pipe,
- The former gasoline UST area,
- Two dry oil well areas,
- An elevated concrete block area (former use of area unknown), and
- A clarifier.

None of these features were observed at the Property during the current site inspection. The 1998 Phase II investigation included 13 soil borings to depths ranging from 15 to 40 feet below ground surface (bgs). Investigated areas were located on the Coast Steel facility and the northwestern portion of the Property (prior to the demolition of the former structures). Soil samples were selectively analyzed for TPH, VOCs, and Title 22 metals. Total recoverable petroleum hydrocarbons (TRPH) were detected in 12 of 40 analyzed samples at concentration ranging from 19 to 460 milligrams per kilogram (mg/kg), equivalent to parts per million (ppm). The maximum TRPH concentration was detected in the 5-foot samples from near the elevated concrete block area. TRPH was not detected in the 20-, 30-, or 40-foot soil sample collected from this same boring. All TRPH concentrations were detected at levels below their corresponding soil screening levels (SSLs). VOCs

were not detected in any of the soil samples. Metals concentrations were consistent with typical background ranges in California soils. Based on the results of the Phase II investigation, Norcal recommended no further action.

Coast Iron appears in several environmental databases, related to its storage of hazardous materials, generation of hazardous waste, and the former USTs. The company has been cited for administrative violations related to its hazardous materials business plan (HMBP) and failing to store hazardous waste in covered containers. Records reviewed, however, did not indicate past releases at the Coast Iron facility.

The environmental database report also maps the western two-thirds of the Property within the boundary of the Omega Chemical Superfund Site. The Omega Chemical site is physically located approximately three miles northeast of the Property. Omega Chemical and related parties are responsible for cleanup of a groundwater plume that extends approximately five miles, including beneath the Property. The primary contaminants of concern are VOCs, especially tetrachloroethene (PCE), trichloroethene (TCE), and 1,1-dichloroethene (1,1-DCE). A review of available Omega Chemical Superfund information, indicated that the Property was situated in an area of Operable Unit 2 (OU-2), in need of additional investigation. Based on groundwater plume maps, chlorinated VOCs are present in downgradient groundwater wells south of the Property at concentrations up to 130 micrograms per liter (µg/L), above their corresponding California Maximum Contaminant Levels (MCLs). Given the historical use and storage of 1,2-DCA (a known PCE breakdown product) by UTC and its predecessor companies, SCS recommended that Phase II soil vapor sampling be conducted at the Property to evaluate whether onsite releases might have contributed to the regional contamination and/or whether vapor migration to shallow soil vapor was occurring. No data reviewed suggests that the Property might be named a contributor to the Omega Chemical Superfund groundwater plume.

The environmental database report also contains information about the former Powerine (Cenco) refinery, historically located across the street to the northeast and east of the Property. The former Powerine facility is also known to have contaminated regional groundwater with TPH and fuel-related VOCs. The Powerine refinery groundwater plume extends beneath the eastern side of the Property and likely co-mingles with the Omega Chemical Superfund plume. The former Powerine refinery areas were redeveloped over the past 20 years, but remediation activities for deep soil vapor (below 10 feet) and in groundwater are ongoing. Remedial actions across the street to the northeast include soil vapor extraction (SVE), air injection, and air-sparge wells. The Powerine responsible parties attribute chlorinated VOCs at their sites to offsite, upgradient sources. SCS also recommended Phase II sampling to consider whether releases from the former Powerine facility were migrating to shallow soil vapor at the Property (vapor encroachment condition, VEC).

Regulatory database information identified other known and suspected contamination sites in the surrounding area, some of which may have contributed to either the Omega Chemical or the Powerine groundwater plumes.

Phase II soil and soil vapor sampling was conducted concurrently with this Phase I ESA. Soil vapor probes were installed at 22 locations across the Property. PCE and fuel-related VOCs (benzene, toluene, and xylenes) were detected in soil vapor at concentrations below their corresponding Department of Toxic Substances Control (DTSC) recommended screening levels (DTSC-Recommended SLs) for existing and future commercial/industrial land use scenarios.

Soil samples were collected in the vicinity of the former USTs, near the hazardous material/waste storage compounds, near former oil wells, at the location of a former clarifier, and near an area of

stained concrete at the base of a hydraulic press. The soil sampling did not show evidence of a significant release of TPH, VOCs, or metals at the Property. The results of the 1998 Phase II soil investigation and the SCS Phase II investigation did not identify significant contaminant releases at the Property. The results also suggest that remedial actions being implemented at the former Powerine facility are controlling potential vapor migration of fuel-related VOCs to the Property. Based on the available information, SCS considers the regional contamination associated with the former Omega Chemical Superfund Site and the former Powerine refinery facility to be Controlled Recognized Environmental Conditions (CRECs) with respect to the Property.

Available oil and gas well maps from the California Department of Conservation, Geologic Energy Management Division (CalGEM) were reviewed to identify oil and gas wells on the Property or in the nearby area. According to the CalGEM Well Finder online database, the property is located in the central-eastern portion of the Santa Fe Springs Oil and Gas Field. Three former oil wells were located on or immediately adjacent to the Property. One was located at the center of the gravel parking area on the northwestern portion of the Property, one along the north-central edge of the Property, and one at the northeastern edge of the Property (which was likely situated offsite to the east in the Getty Drive right-of-way). Methane issues constitute a business environmental risk (BER). SCS conducted methane sampling concurrently with the Phase II investigation. The results were submitted under separate cover.

In summary, SCS performed a Phase I ESA of property located at 12300 Lakeland Road in Santa Fe Springs, California, in conformance with the scope and limitations of 40 CFR 312 and ASTM E1527-13. Any exceptions to, or deletions from, this practice are described in Section 5 of this report. Based on the findings of the Phase I ESA, SCS conducted Phase II soil and soil vapor sampling.

In the opinion of the Environmental Professionals, this assessment has revealed evidence of conditions indicative of a CRECs in connection with the Property, as discussed above. Based on the results of the Phase I ESA and Phase II investigation, additional investigation is not recommended or warranted at this time.

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19 GLOSSARY/DEFINITIONS

AAI -- All Appropriate Inquiry

AUL -- Activity and Use Limitations

BER – A business environmental risk is a risk which can have a material environmental or environmentally-driven impact on the business associated with the current or planned use of a parcel of commercial real estate, not necessarily limited to those environmental issues required to be investigated in this practice.

BTEX -- Benzene, toluene, ethylbenzene, and total xylenes

CERCLA -- Comprehensive, Environmental Response, Compensation, and Liability Act

CERCLIS -- Comprehensive Environmental Response, Compensation, and Liability Information System

CFR -- Code of Federal Regulations

CORRACTS -- Corrective Action Against Responsible Parties at a RCRA site

CREC -- Controlled Recognized Environmental Condition: A recognized environmental condition resulting from a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority (for example, as evidenced by the issuance of a no further action letter or equivalent, or meeting risk-based criteria established by regulatory authority), with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls (e.g., property use restrictions, AULs, or institutional or engineering controls).

DOGGR -- Department of Oil, Gas, and Geothermal Resources

De Minimis Condition -- A condition that generally does not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies. Conditions determined to be *de minimis conditions* are not RECs or CRECs.

DTSC -- California EPA Department of Toxic Substances Control

EDR -- Environmental Data Resources, Inc.

EPA -- Environmental Protection Agency

ERNS -- Emergency Response Notification System

ESA -- Environmental Site Assessment

FINDS -- Facility Index System

HAZNET -- California EPA Hazardous Waste Facility and Manifest Data

HREC -- Historical Recognized Environmental Condition: A past release of any hazardous substances or petroleum products that has occurred in connection with the property and has been addressed to the satisfaction of the applicable regulatory authority or meeting unrestricted use criteria established by a regulatory authority, without subjecting the property to any required controls

LQG -- Large Quantity Hazardous Waste Generator

LUST -- Leaking Underground Storage Tank

MCL -- Maximum contaminant level

MTBE -- Methyl-tert-butyl-ether

NFA -- No Further Action determination

NFRAP -- No Further Remedial Action Planned

NPL -- National Priority List (Superfund)

PAHs -- Polynuclear aromatic hydrocarbons

PCBs -- Polychlorinated biphenyls

RCRA -- Resource Conservation and Recovery Act

RCRIS -- Resource Conservation and Recovery Information System

REC -- R*ecognized environmental condition* is defined by ASTM E 1527-13 as: "The presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment. *De minimis conditions* are not *recognized environmental conditions*."

ROD -- Record of Decision

RBSLs -- Risk-based Screening Levels

RSLs – Regional Screening Levels

RWQCB -- Regional Water Quality Control Board

SARA -- Superfund Amendments and Reauthorization Act

SLIC -- Spills, Leaks, Investigations, and Cleanups database

SQG -- Small Quantity Hazardous Waste Generator

SWIS -- Solid Waste Information System

SWLF -- Solid Waste Facility/Landfills

TPH -- Total Petroleum Hydrocarbons

TRIS -- Toxic Release Inventory System

TSD -- Treatment, Storage, and/or Disposal Facility

User -- The person or persons seeking to establish the innocent landowner defense, bona fide prospective purchaser liability protection, and/or contiguous property owner liability protection pursuant to CERCLA sections 101 and 107.

USGS -- United States Geologic Survey

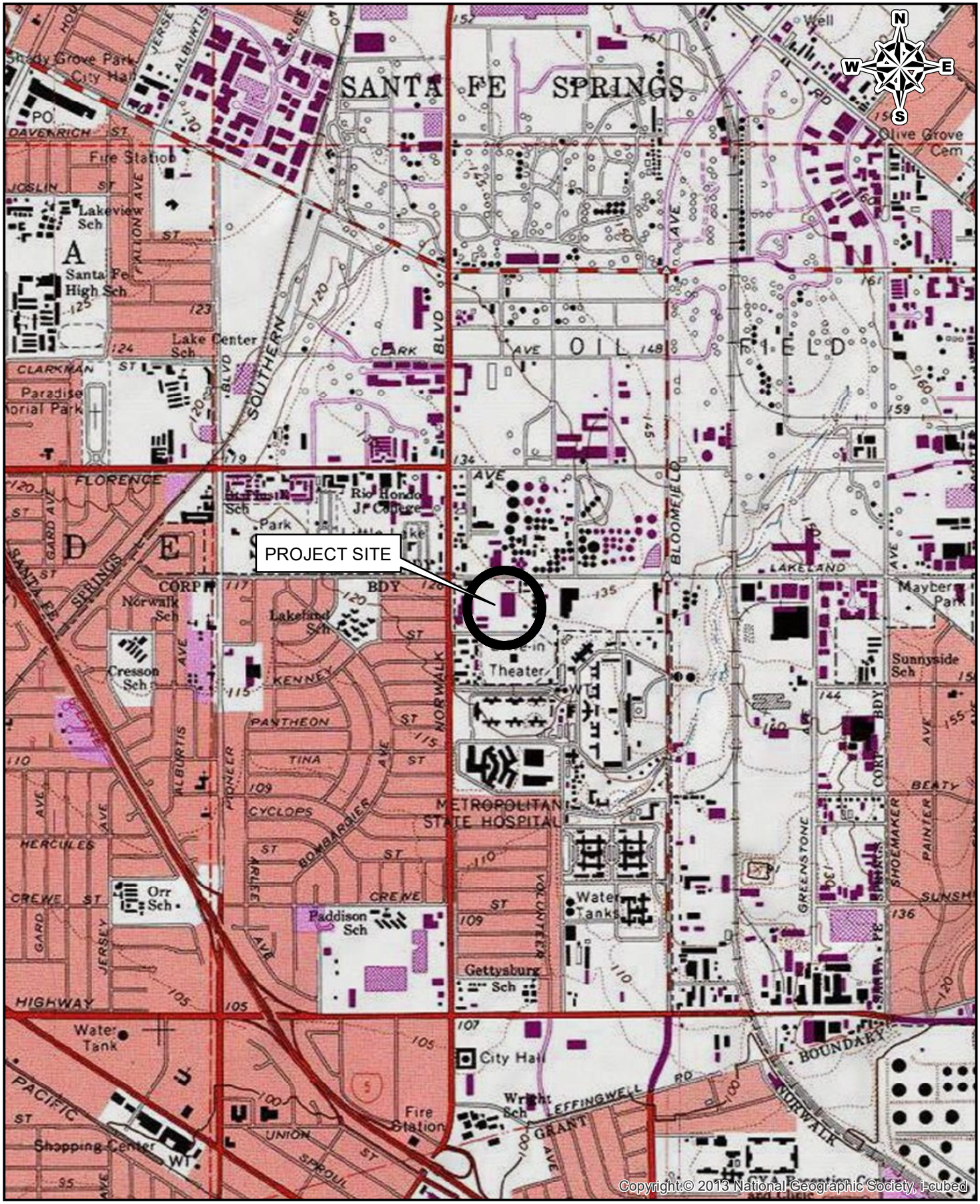
UST -- Underground Storage Tank

VCP -- Voluntary Cleanup Program

VOCs -- Volatile organic compounds

Appendix A

Figures 1 and 2



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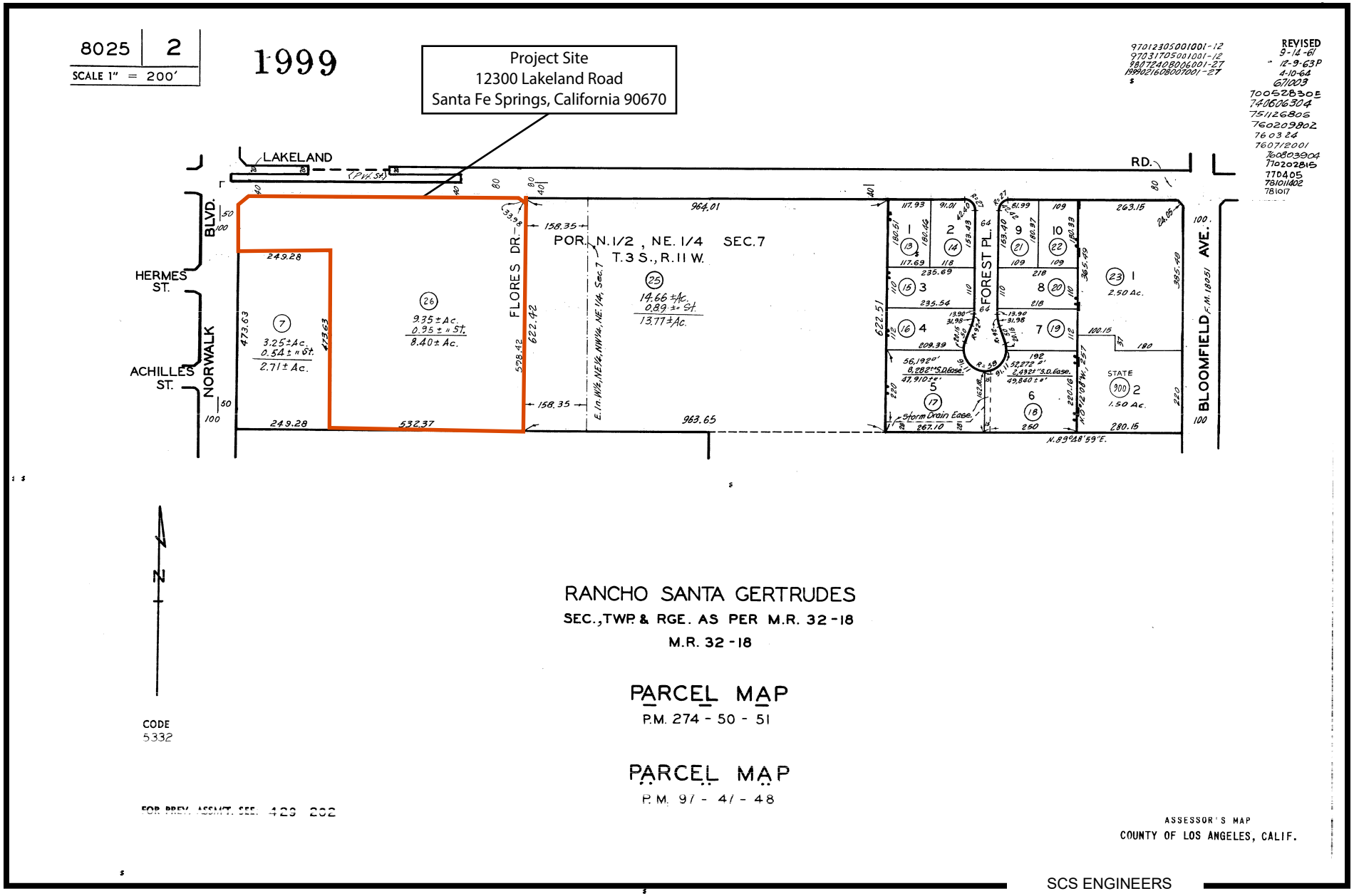
SCS ENGINEERS
3900 KILROY AIRPORT WAY, SUITE 100
LONG BEACH, CALIFORNIA 90806

SITE: 12300 Lakeland Road
Santa Fe Springs, California 90670

Job No.: 01221236.00

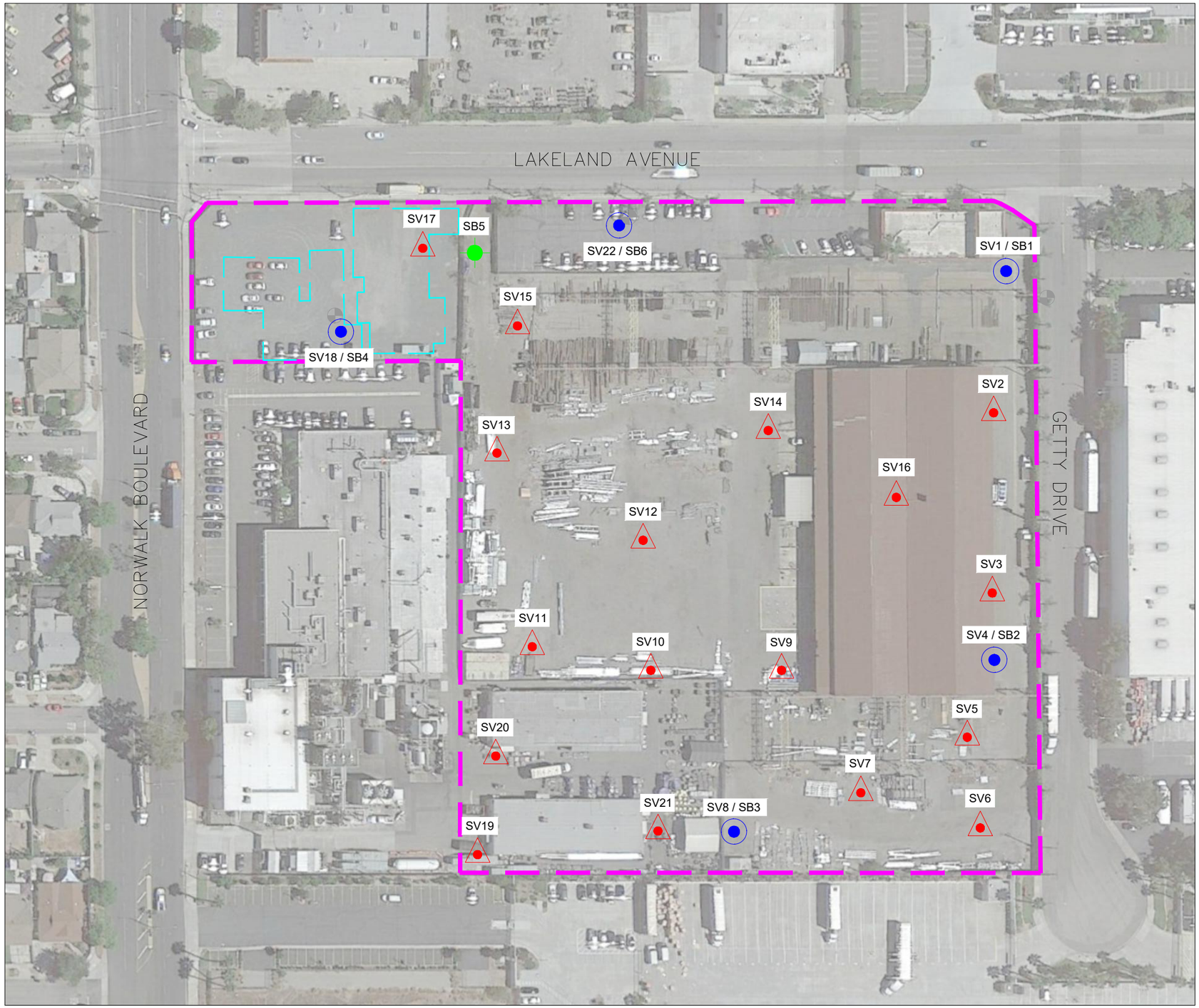
Title: SITE LOCATION MAP

FIGURE 1



SCS ENGINEERS

Figure 2. Assessor's Parcel Map (APN#: 8025-002-026).



LEGEND

- PROPERTY LINE
- APPROXIMATE AREA OF FORMER STRUCTURES
- SOIL AND SOIL VAPOR SAMPLE LOCATION
- SOIL VAPOR SAMPLE LOCATION
- SOIL BORING LOCATION
- APPROXIMATE ABANDONED WELL LOCATION

N

GRAPHIC SCALE

0 100 200

SCALE IN FEET

SHEET TITLE: GOOGLE AERIAL IMAGE SHOWING SOIL AND SOIL VAPOR SAMPLING LOCATIONS

PROJECT TITLE: 2300 LAKELAND ROAD SANTA FE SPRINGS, CALIFORNIA 90670

CLIENT: DUKE REALTY 200 SPECTRUM CENTER DRIVE, SUITE 1600 IRVINE, CALIFORNIA 92618

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PROJ. NO. 01221236.00 | DWN. BY: J.VARGAS | ACAD FILE: LONG BEACH
DSN. BY: J.VARGAS | CHK. BY: J.RAUZON | APP. BY: J.RAUZON

DATE: NOVEMBER 2021

SCALE: 1" = 100'

FIGURE NO. 2

\\bc-fs01\DATA\PROJECTS\01221236.00\Phase II\Figures\Figure 2.dwg Nov 30, 2021 - 2:11pm Bx 4552i_v

Appendix B

Aerial Image and Site Photographs

Photo 1 – Coast Steel office building at northeastern corner of the Property.

Photo 2 – View across Lakeland Road to the north.

Photo 3 – Gravel parking lot on the northwestern corner of the Property.

Photo 4 – Groundwater wells in Lakeland Road right-of-way north of the Property.

Photo 5 – View across the street to the northeast of the Property.

Photo 6 – Building across the street to the east of the Property.

Photo 7 – Getty Drive to the east of the Property.

Photo 8 – Groundwater well in Getty Drive outside the southeastern portion of the Property.

Photo 9 – Fabrication building and raw material storage area.

Photo 10 – De minimis oil staining on concrete near steel cutting equipment at the fabrication building.

Photo 11 – View inside the fabrication building.

Photo 12 – The mostly open-air fabrication building is constructed around a central area with compressors, offices, and equipment storage.

Photo 11 – Fabrication work station.

Photo 12 – Hydraulic press.

Photo 13 – Southeastern portion of the Property.

Photo 14 – Welding gases.

Photo 15 – Area south of the fabrication building.

Photo 16 – Touch-up galvanize spray area.

Photo 17 – Hazardous material/waste storage compound.

Photo 18 – Western side of the steel fabrication area.

Photo 19 – Oxygen acetylene cutting area.

Photo 20 – Propane tank.

Photo 21 – Oxygen tank.

Photo 22 – Western side of the Property.

METHANE GAS ASSESSMENT REPORT

12300 Lakeland Avenue
Santa Fe Springs, California 90670
Assessor Parcel Number (APN): 8025-002-026

Duke Realty
200 Spectrum Center Drive, Suite 1600
Irvine, California 92618
(949) 797-7048

SCS ENGINEERS

Project No. 01221236.00 | December 15, 2021

3900 Kilroy Airport Way, Suite 100
Long Beach, California 90806
(562) 426-9544

This Methane Gas Assessment Report dated December 15, 2021 for the property located at 12300 Lakeland Road, Santa Fe Springs, California was prepared and reviewed by the following:

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SCS ENGINEERS

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2 Site Location Map
3 Google Aerial Image Showing Methane Probe Locations

Tables

1 Summary of Methane Monitoring Results – November 12, 2021
2 Summary of Methane Monitoring Results – November 16, 2021

Appendices

A Santa Fe Springs City Ordinance No. 955: Requirement for a Soils Gas Study

DISCLAIMER

This report has been prepared specifically for Duke Realty with specific application to methane gas assessment at the 12300 Lakeland Avenue, Santa Fe Springs, California. The report has been prepared in accordance with the care and skill generally exercised by reputable professionals, under similar circumstances, in this or similar localities. No other warranty, express or implied, is made as to the professional opinions presented herein. No other party, known or unknown to SCS, is intended as a beneficiary of this work product, its content or information embedded therein. Third parties use this report at their own risk.

Changes in site use and conditions may occur due to variation in rainfall, temperature, water usage, or other factors. Additional information that was not available to the consultant at the time of this investigation or changes that may occur on the site or in the surrounding area may result in modification to the site that would impact the summary and recommendations presented herein. This report is not a legal opinion.

1 INTRODUCTION

SCS Engineers (SCS) was retained by Duke Realty (Duke) to conduct a methane gas assessment at 12300 Lakeland Avenue, Santa Fe Springs, California (the "Property"). Investigation activities were conducted in accordance with SCS's proposal dated November 5, 2021 (Proposal No. 011050221). A location map for the Property is presented as **Figure 1**

Santa Fe Springs City Ordinance 955 (the "Ordinance") requires that a methane investigation be conducted prior to new commercial/industrial construction. According to the Santa Fe Springs Methane Zone Map, the Property is located within the designated methane zone. A copy of the Methane Zone Map showing the location of the location of the Property is included as **Figure 2**. A copy of the Ordinance is included in **Appendix A**.

2 GENERAL BACKGROUND

Current plans for the Property reportedly call for a transfer of ownership. In order to evaluate possible monitoring or protection measures that may be required, SCS conducted a methane gas assessment in accordance with the Ordinance. This methane gas assessment addresses current requirements of the Ordinance, which includes installation and monitoring of multiple-depth, subsurface methane gas probes.

The Property is located at the southeastern corner of the intersection of Lakeland road and Norwalk Boulevard. The Property is currently developed with an approximately 50,000-square-foot metal canopy structure and an approximately 5,300-square-foot office building both of which are occupied by Coast Iron & Steel (Coast Iron). Asphalt-paved areas are located throughout the Property, and a driveway is located on the eastern side of the metal canopy structure. Additionally, for at least 30 years, Coast Iron has leased the southwestern portion of the Property to the adjoining site to the west (historically B.F. Goodrich, now UTC Aerospace Systems [UTC]).

3 SITE INVESTIGATION

METHANE PROBE INSTALLATION

Under the direction of SCS, H&P Mobile Geochemistry Inc. (H&P) of Carlsbad, California installed 43 methane monitoring probes at 22 boring locations (designated SV1 through SV22) on November 10 and 11, 2021. Boring locations were selected to provide coverage across the Property, while minimizing the impact to the ongoing business operations. In accordance with the Ordinance, probes were installed 5 and 15 feet below ground surface (bgs) with the exception of seven locations (SV7, SV9. SV10, SV12, SV13, SV19, and SV21) at which the shallower probe was installed at 3 feet bgs due to low flow at 5 feet. At location SV16, a probe was only set at 5 feet bgs. Methane monitoring probe locations are shown on **Figure 3**.

The probes were installed using a rotohammer and hand tools or a direct-push rig, which drove hollow steel rods to the target depth. At the target depth the steel rods were retracted from each boring and new (clean) 1/8-inch diameter Nylaflow tubing with a filter placed on the bottom end was inserted to the desired depths. Clean #2/12 Monterey sand was placed in a 1-foot vertical interval around each filter. The annular space above and between each probe interval was sealed with hydrated bentonite. A two-way valve was placed at the end of each probe and tubing marked with a label identifying well designation and probe depth (e.g. SV1-5').

METHANE PROBE MONITORING

Gas probes were monitored on November 12 and 16, 2021. They were monitored for methane (CH4), carbon dioxide (CO2), and/or oxygen (O2) using a GEM™5000 manufactured by CES-Landtec. This instrument was used for field monitoring because it is capable of detecting methane over the full possible range of concentrations that may be encountered. As part of the gas monitoring, a GEM™5000 was used to measure the vacuum/pressure within each probe. Prior to field use, both instruments were calibrated using laboratory-certified calibration gas.

The GEM™5000 measures CH4 and CO2 by a dual wavelength infrared cell, and O2 by an internal electrochemical cell. Calibration gas components for the GEM™5000 consisted of CH4 at 39.66%, O2 at 2% and CO2 at 40.3% with a nitrogen balance. The GEM™5000 is capable of measuring CH4 concentrations in the range of 0.1 to 100% by volume in air.

METHANE ASSESSMENT

Methane is potentially explosive when it reaches a concentration of between 5% and 15% in air; 5% is also known as the Lower Explosive Limit (LEL). Regulatory agencies are generally concerned that methane will seep or migrate through soil and accumulate in structures. If the methane should permeate flooring materials or flow through cracks, accumulate in enclosed spaces (rooms, utility vaults, wall spaces) at concentrations above the LEL, and then be subject to an ignition source (e.g., pilot flame, electrical spark, cigarette), a fire or explosion could result. Although subsurface methane is present in large areas of Southern California, fires associated with methane are extremely rare.

Methane concentrations can be expressed in terms of either percent by volume, percent of the LEL, or parts per million by volume (ppmv). For reference, 5% methane, or 50,000 ppmv, in air is equivalent to 100% of the LEL; 1% methane, or 10,000 ppmv, in air is equivalent to 20% of the LEL; and 0.05%, or 500 ppmv, in air is equivalent to 1% LEL.

For properties with existing structures, the Ordinance has established specific monitoring requirements. If methane levels are lower than 2.5% of the LEL (i.e. 0.125% by volume in air or 1,250 ppmv) during an initial monitoring event, the Ordinance indicates that a request may be made of the Fire Chief to waive future quarterly and/or annual monitoring requirements. If monitoring reveals methane in excess of 25% of the LEL, the Ordinance requires the installation of a protective mitigation system for any building.

MONITORING RESULTS

Field monitoring results from the November 12 and 16, 2021 sampling events are presented in **Tables 1** and **2,** respectively. Readings were successfully collected from 33 of the 43 monitoring probes during the two sampling events. Due to low flow conditions associated with tight low-permeability soils 10 of the probes could not be monitored , as shown in **Tables 1** and **2**. Negative pressure (vacuum) readings, expressed as inches of water column in the tables, were identified in probes at SV12 (3 feet bgs), SV14 (5 and 15 feet bgs), and SV16 (5 feet bgs) on November 12. All remaining probes contained positive pressure during the monitoring periods of less than 1 inches of water (i.w.).

As shown in **Tables 1** and **2**, methane was not detected in any of the probes monitored.

4 CONCLUSIONS

SCS conducted a methane assessment of the Property to determine if additional methane monitoring or mitigation measures would be required in accordance with the Ordinance. SCS concludes the following with regard to this Methane Gas Assessment:

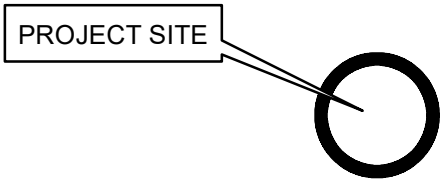
- The Property lies within the designated Santa Fe Springs Methane Zone.
- Methane was NOT detected above the instruments detection capabilities of 0.1% by volume in air during either of the two monitoring events.

5 RECOMMENDATIONS

SCS recommends that this Methane Gas Assessment report be submitted to the Santa Fe Springs Fire Department (SFSFD), with a copy to the Department of Planning and Development, to fulfill requirements related to the Ordinance.

This methane assessment was conducted for due diligence purposes to investigate potential concerns associated with methane seepage into building on the Property. Investigation activities were conducted in effort to meet all requirements of the SFSFD Ordinance. As written, strict adherence to the Ordinance calls for quarterly methane monitoring at the Property for one year (and possibly annual monitoring thereafter) if methane was detected above 2.5% of the LEL during this assessment. As shown, methane was not detected in any of the probes analyzed during the two monitoring events. Therefore, SCS recommends that the findings of this report be presented to the SFSFD Fire Chief with a request that they waive the quarterly monitoring requirements stipulated in the Ordinance and any mitigation controls to the Property.

Figures



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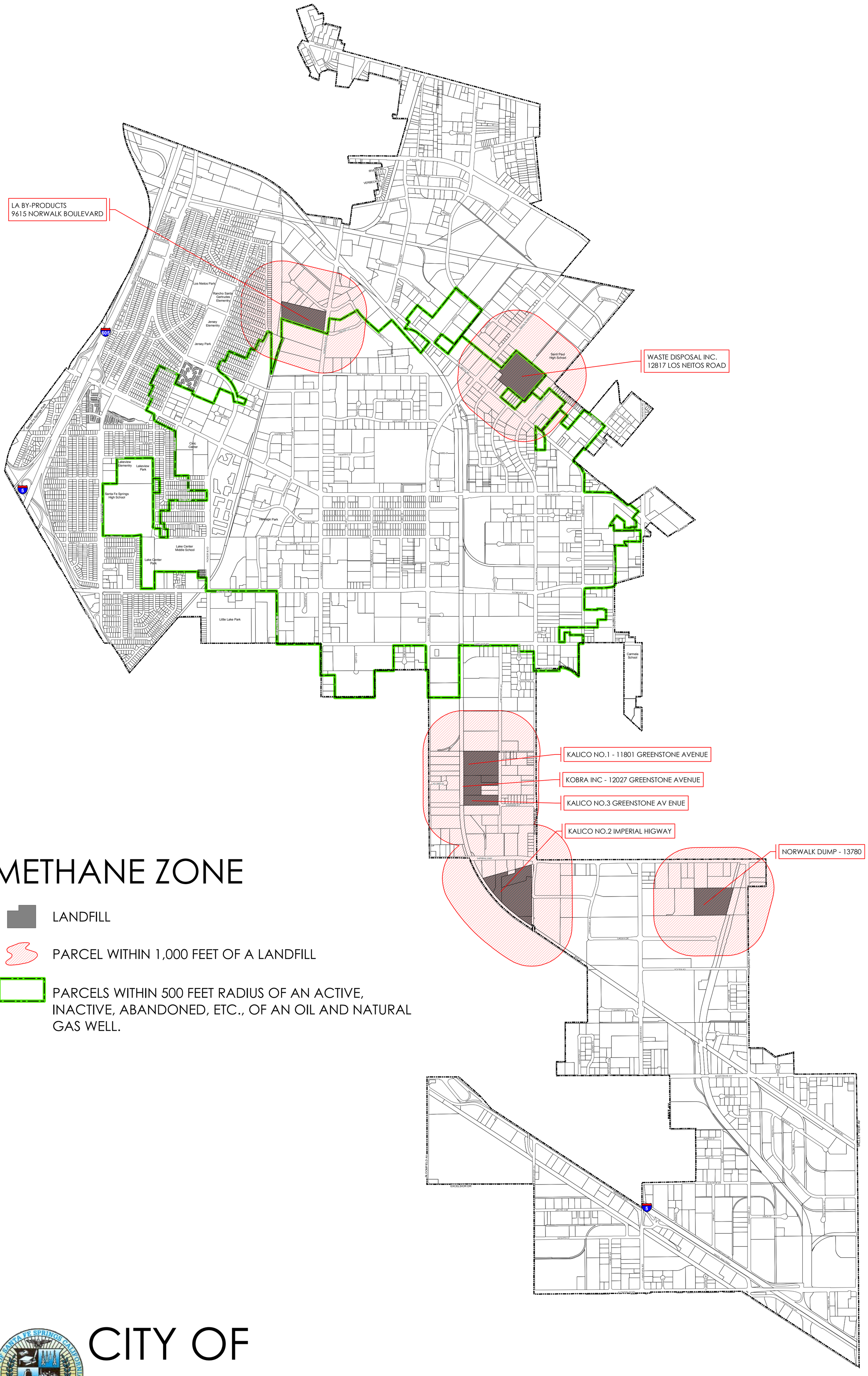
SCS ENGINEERS
3900 KILROY AIRPORT WAY, SUITE 100
LONG BEACH, CALIFORNIA 90806

SITE: 12300 Lakeland Road
Santa Fe Springs, California 90670

Job No.: 01221236.00

Title: SITE LOCATION MAP

FIGURE 1



METHANE ZONE

LANDFILL

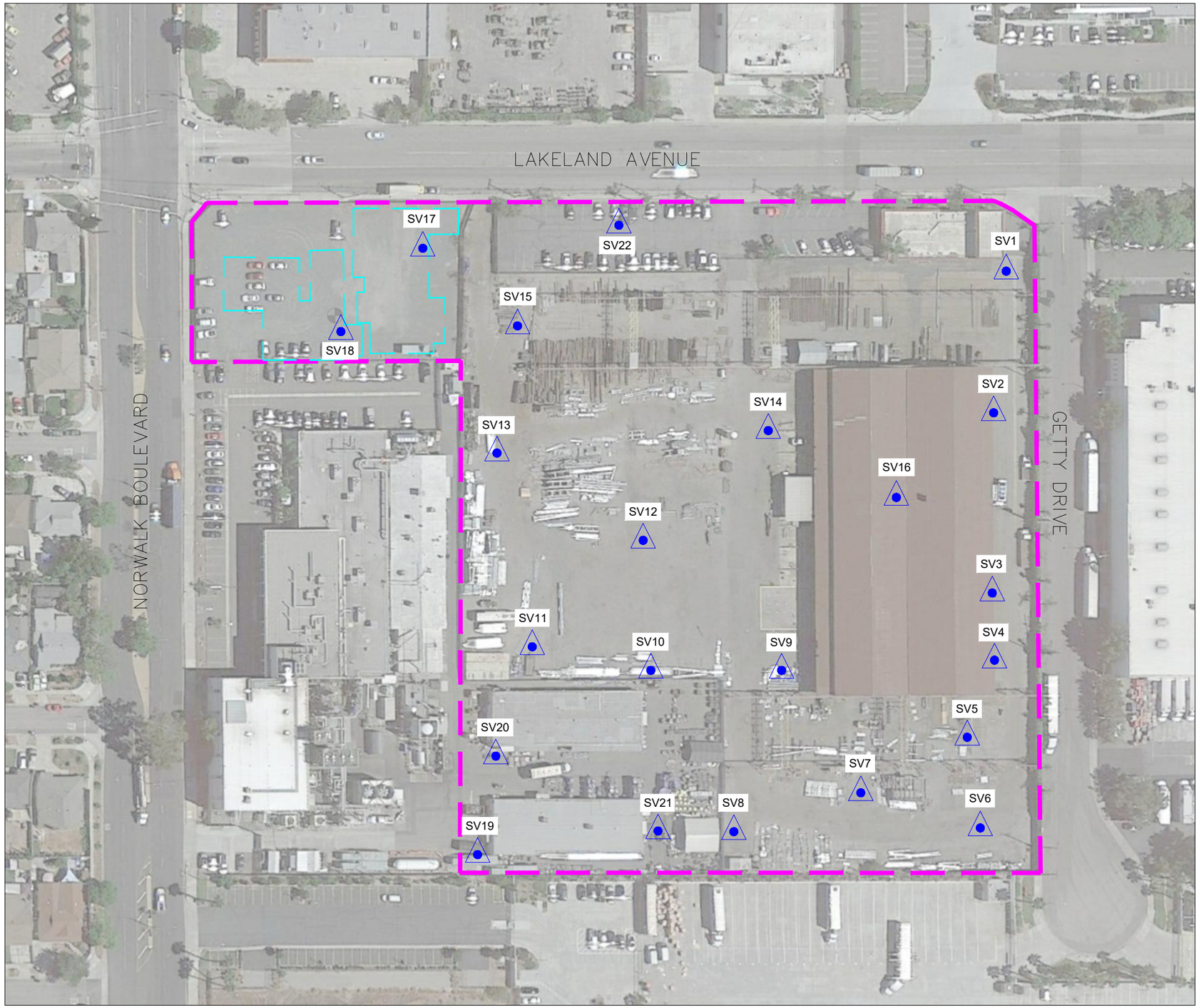
PARCEL WITHIN 1,000 FEET OF A LANDFILL

PARCELS WITHIN 500 FEET RADIUS OF AN ACTIVE, INACTIVE, ABANDONED, ETC., OF AN OIL AND NATURAL GAS WELL.

CITY OF SANTA FE SPRINGS

N

0 2,000 4,000 Feet



LEGEND

- PROPERTY LINE
- APPROXIMATE AREA OF FORMER STRUCTURES
- METHANE PROBE LOCATION
- APPROXIMATE ABANDONED WELL LOCATION

N

GRAPHIC SCALE

0 100 200

SCALE IN FEET

SHEET TITLE: GOOGLE AERIAL IMAGE SHOWING METHANE PROBE LOCATIONS

PROJECT TITLE: 2300 LAKELAND ROAD SANTA FE SPRINGS, CALIFORNIA 90670

CLIENT: DUKE REALTY 200 SPECTRUM CENTER DRIVE, SUITE 1600 IRVINE, CALIFORNIA 92618

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PROJ. NO. 01221236.00 | DWN. BY: J.VARGAS | ACAD FILE: LONG BEACH
DSN. BY: J.VARGAS | CHK. BY: J.RAUZON | APP. BY: J.RAUZON

DATE: DECEMBER 2021

SCALE: 1" = 100'

FIGURE NO. 3

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Tables 1 and 2

TABLE 1
SUMMARY OF METHANE MONITORING RESULTS
12300 LAKELAND AVENUE, SANTA FE SPRINGS, CALIFORNIA

Project Name: Methane Gas Assessment: 12300 Lakeland Avenue, Santa Fe Springs

Personnel: J. Vargas

Monitoring Instrument: GEM 5000

Project Address: 12300 Lakeland Road, Santa Fe Springs, California

Sample Date: November 12, 2021

SCS Job No.: 01221236.00

Calibration Date: November 11, 2021

Probe ID	Probe Depth	(+) Pressure or (-) Vacuum	GEM 5000			
			Total Methane (CH_4)	LEL Methane (CH_4)	Carbon Dioxide (CO_2)	Oxygen (O_2)
	feet bgs	inches of water (DL = +/-0.01 iw)	% by volume (DL = 0.1%)	% LEL (DL = 1% LEL)	% by volume (DL = 0.1%)	% by volume (DL = 0.1%)
SV1	5	0.00	0.0	0	1.4	19.0
	15	0.01	0.0	0	5.5	17.4
SV2	5	0.16	0.0	0	3.4	16.4
	15	0.01	0.0	0	5.9	15.4
SV3	5	0.02	0.0	0	4.5	15.4
	15	0.03	0.0	0	5.9	15.1
SV4	5	0.18	0.0	0	6.1	16.5
	15	0.04	0.0	0	5.6	14.4
SV5	5	0.42	No Flow			
	15	0.06	0.0	0	9.7	10.9
SV6	5	0.18	0.0	0	0.2	19.0
	15*	--	--	--	--	--
SV7	3	0.10	0.0	0	7.9	9.0
	15	0.09	0.0	0	11.1	7.5
SV8	5	0.04	No Flow			
	15	0.03	0.0	0	4.4	16.9
SV9	3	0.14	0.0	0	6.1	10.6
	15	0.04	0.0	0	7.2	10.2
SV10	3	0.03	No Flow			
	15	0.04	0.0	0	4.2	16.4
SV11	5	0.08	No Flow			
	15	0.07	0.0	0	3.2	19.8
SV12	3**	-0.03	No Flow			
	15	0.07	0.0	0	9.9	0.4
SV13	3	0.02	0.0	0	0.2	16.7
	15	0.04	0.0	0	7.1	9.4
SV14	5	-0.03	0.0	0	6.5	12.0
	15	-0.01	0.0	0	8.1	11.5
SV15	5	0.03	No Flow			
	15	0.03	0.0	0	4.4	17.0
SV16	5	-0.01	No Flow			
SV17	5	0.02	0.0	0	0.2	20.2
	15	0.08	0.0	0	2.5	19.3
SV18	5	0.02	0.0	0	0.6	19.9
	15	0.02	0.0	0	2.2	18.8
SV19	3	0.01	0.0	0	2.4	18.4
	15	0.05	0.0	0	3.4	19.1
SV20	5	0.48	No Flow			
	15	0.76				
SV21	3	0.12	0.0	0	2.2	18.9
	15	0.04	0.0	0	5.7	12.5
SV22	5	0.06	No Flow			
	15	0.01	0.0	0	4.2	18.7

Values recorded on this table are actual field-instrument readings. The detection limit (DL) of each constituent is provided at the top of the column.
* = Probe valve destroyed upon arrival.
** = Probe valve open upon arrival.
-- = Not monitored

For reference:
100 ppmv = 0.01% methane = 0.2% LEL.
1,000 ppmv = 0.1% methane = 2% LEL.
10,000 ppmv = 1% methane = 20% LEL.
50,000 ppmv = 5% methane = 100% LEL

ppm = parts per million
ppmv = parts per million by volume
bgs = below ground surface

TABLE 2
SUMMARY OF METHANE MONITORING RESULTS
12300 LAKELAND AVENUE, SANTE FE SPRINGS, CA

Project Name: Methane Gas Assessment: 12300 Lakeland Avenue, Santa Fe Springs

Personnel: J. Vargas

Monitoring Instrument: GEM 5000

Project Address: 12300 Lakeland Road, Santa Fe Springs, California

Sample Date: November 16, 2021

SCS Job No.: 01221236.00

Calibration Date: November 11, 2021

Probe ID	Probe Depth	(+) Pressure or (-) Vacuum	GEM 5000			
			Total Methane (CH_4)	LEL Methane (CH_4)	Carbon Dioxide (CO_2)	Oxygen (O_2)
	feet bgs	inches of water (DL = +/-0.01 iw)	% by volume (DL = 0.1%)	% LEL (DL = 1% LEL)	% by volume (DL = 0.1%)	% by volume (DL = 0.1%)
SV1	5	0.05	0.0	0	6.1	16.4
	15	0.04	0.0	0	6.0	16.2
SV2	5	0.09	0.0	0	6.1	16.3
	15	0.04	0.0	0	6.2	16.4
SV3	5	0.08	0.0	0	5.4	15.1
	15	0.11	0.0	0	6.3	14.9
SV4	5	0.21	0.0	0	6.2	16.7
	15	0.07	0.0	0	6.2	14.3
SV5	5	0.24	0.0	0	6.1	15.8
	15	0.07	0.0	0	9.5	11.4
SV6	5	0.06	0.0	0	0.4	17.1
	15*	0.10	0.0	0	8.4	13.4
SV7	3	0.24	0.0	0	8.7	8.5
	15	0.25	0.0	0	12	6.8
SV8	5	0.26	No Flow			
	15	0.12	0.0	0	5.2	15.1
SV9	3	0.19	0.0	0	4.4	15.3
	15	0.19	0.0	0	7.7	9.0
SV10	3	0.14	No Flow			
	15	0.18	0.0	0	4.6	15.2
SV11	5	0.19	No Flow			
	15	0.19	0.0	0	3.5	18.6
SV12	3**	0.10	No Flow			
	15	0.40	0.0	0	10.5	0.5
SV13	3	0.08	0.0	0	0.7	15.6
	15	0.22	0.0	0	7.5	8.8
SV14	5	0.16	0.0	0	7.7	11.2
	15	0.14	0.0	0	7.8	10.9
SV15	5	5.81	No Flow			
	15	0.18	0.0	0	4.7	16.2
SV16	5	0.17	No Flow			
SV17	5	0.08	0.0	0	0.5	20.8
	15	0.14	0.0	0	3	19.6
SV18	5	0.07	0.0	0	0.7	20.6
	15	0.05	0.0	0	2.6	19.3
SV19	3	0.14	No Flow			
	15	0.11	0.0	0	3.5	20.1
SV20	5	0.49	0.0	0	0.1	21.3
	15	0.07	No Flow			
SV21	3	0.13	No Flow			
	15	0.07	0.0	0	6.3	13.1
SV22	5	0.08	No Flow			
	20	0.01	0.0	0	4.1	18.5

Values recorded on this table are actual field-instrument readings. The detection limit (DL) of each constituent is provided at the top of the column.
* = Probe valve replaced 11/16/2021.
** = Probe valve open upon arrival.
-- = Not monitored

For reference:
100 ppmv = 0.01% methane = 0.2% LEL.
1,000 ppmv = 0.1% methane = 2% LEL.
10,000 ppmv = 1% methane = 20% LEL.
50,000 ppmv = 5% methane = 100% LEL

ppm = parts per million
ppmv = parts per million by volume
bgs = below ground surface

Appendix A

Santa Fe Springs City Ordinance No. 955: Requirement For A Soils Gas Study

§ 117.131 REQUIREMENT FOR A SOILS GAS STUDY OR METHANE MITIGATION SYSTEM.

(A) A soil gas investigation to identify the concentration of methane gas in the subsurface is required if any of the following situations apply:

(1) Construction within the city's methane zone which meets either of the following (subsequently referred to "regulated construction'):

(a) New commercial/industrial construction.

(b) Modification to existing structures when the valuation of the modification is equal to or greater than 25% of the assessed value of the existing structures.

(2) The granting of a subdivision map, conditional use permits necessitating ground disturbance, or development plan approval, when the property falls within the city's methane zone.

(3) Existing conditions at the site warrant a soil gas investigation in the opinion of the Fire Chief or his designee.

(B) The methane zone is that area depicted on the city's methane zone map. The methane zone encompasses land in the city which is within 1,000 feet of a landfill or within 500 feet of an existing or abandoned oil well. The city's methane zone map is adopted by reference as if set forth in full in this section. A copy of the city's methane zone map is available for public inspection on the city's website or at city offices during regular business hours.

(C) A minimum of two soil gas monitoring wells are required for all regulated construction. Additional monitoring wells are required based on the size of the proposed project. One additional monitoring well is required per 10,000 square feet of building area for buildings exceeding 20,000 square feet. An alternative proposal as to the number of monitoring wells may be considered at the discretion of the Fire Chief.

(D) General monitoring and mitigation requirements for regulated construction within the methane zone:

(1) Prior to construction, obtain approval from the Fire Department for a soil gas investigation showing the proposed location(s) and design of the monitoring wells, in accordance with § 117.131(C).

(a) Monitoring wells shall initially be sampled at least two times within a period of seven days.

(b) The initial sampling shall not occur within two days of precipitation for first sampling event or at any time between the first and second sampling event.

(2) Soil gas shall be monitored quarterly after construction is complete. All soil gas monitoring reports required by this section shall be sent to the Fire Chief. If the permanent monitoring well locations are different than the location of the initial monitoring wells, approval from the Fire Department is required prior to installation of the permanent monitoring wells. If the quarterly monitoring reveals methane levels less than 25% of the lower explosive limit (i.e., 1.25% by volume in air or 12,500 ppm/v) during the first year, the system shall be monitored annually thereafter. In cases where methane levels are less than 2.5% of the lower explosive limit (i.e., .125% by volume in air or 1,250 ppm/v) the Fire Chief may waive the annual monitoring requirement upon written request. The granting of the waiver shall be at the discretion of the Fire Chief.

(E) Based on the results of the soils gas monitoring or on information available on surrounding properties, property owners shall implement any other mitigation measures as required by the Fire Chief.

(F) In lieu of the initial soil gas investigation, a methane mitigation system approved by the Fire Department may be installed.

(G) Methane mitigation systems shall be required for any regulated construction if any of the following apply:

(1) The initial monitoring reveals methane levels in excess of 25% of the lower explosive limit (i.e., 1.25% by volume in air or 12,500 ppm/v).

(2) The regulated construction will impede access to an abandoned oil well.

(3) Quarterly or annual monitoring reveals methane levels greater than 25% of the lower explosive limit (i.e., 1.25% by volume in air or 12,500 ppm/v).

(H) Where regulated construction takes place in the methane zone and which incorporates sensitive land uses (e.g., residential developments, places of public assembly, hospitals, restaurants, schools, and the like), a methane mitigation system may be required regardless of the methane levels detected at the discretion of the Fire Chief.

(I) The design of a methane mitigation system for property within the methane zone shall be in accordance with the requirements of the Los Angeles County Department of Public Works and City Fire Department.

(J) If required by the Fire Department, the building owner shall be responsible for ensuring that annual inspections of the methane mitigation systems are completed. Reports of these inspections shall be conducted under the oversight of a registered petroleum engineer or other qualified persons and submitted to the Fire Department. A fine shall be charged, as established by resolution of the City Council, for each methane mitigation system found to be inoperative or improperly maintained.

(K) Methane barrier systems shall include permanent monitoring vapor probes above and below the barrier unless an alternative design is approved by the Fire Chief.

(L) In extraordinary cases, e.g., where methane in excess of 25% of the lower explosive limit (i.e., 1.25% by volume in air or 12,500 ppm/v) can be demonstrated to be a non-repetitive incident, a registered petroleum engineer or other qualified persons may request a waiver by the Fire Chief for the installation of a methane mitigation system. The granting of the waiver shall be at the discretion of the Fire Chief.

(M) Where gas detection systems are used, they shall be designed by and installed under the supervision of registered engineers. The design and installation shall be inspected and approved by the Fire Department.

(1) Following installation, a readily visible sign shall be posted which reads: "Gas Detection Alarm. In the event of an alarm, evacuate the building and call the Fire Department, 911. Do not disconnect under penalty of law."

(2) The property owner shall provide Fire Department access to the alarm panel and the building in which it is installed as well as the alarm reset code by means of an approved key box system. Keys shall be clearly and permanently identified.

(Ord. 1104, passed 8-8-19) Penalty, see §10.97

Cross-reference:

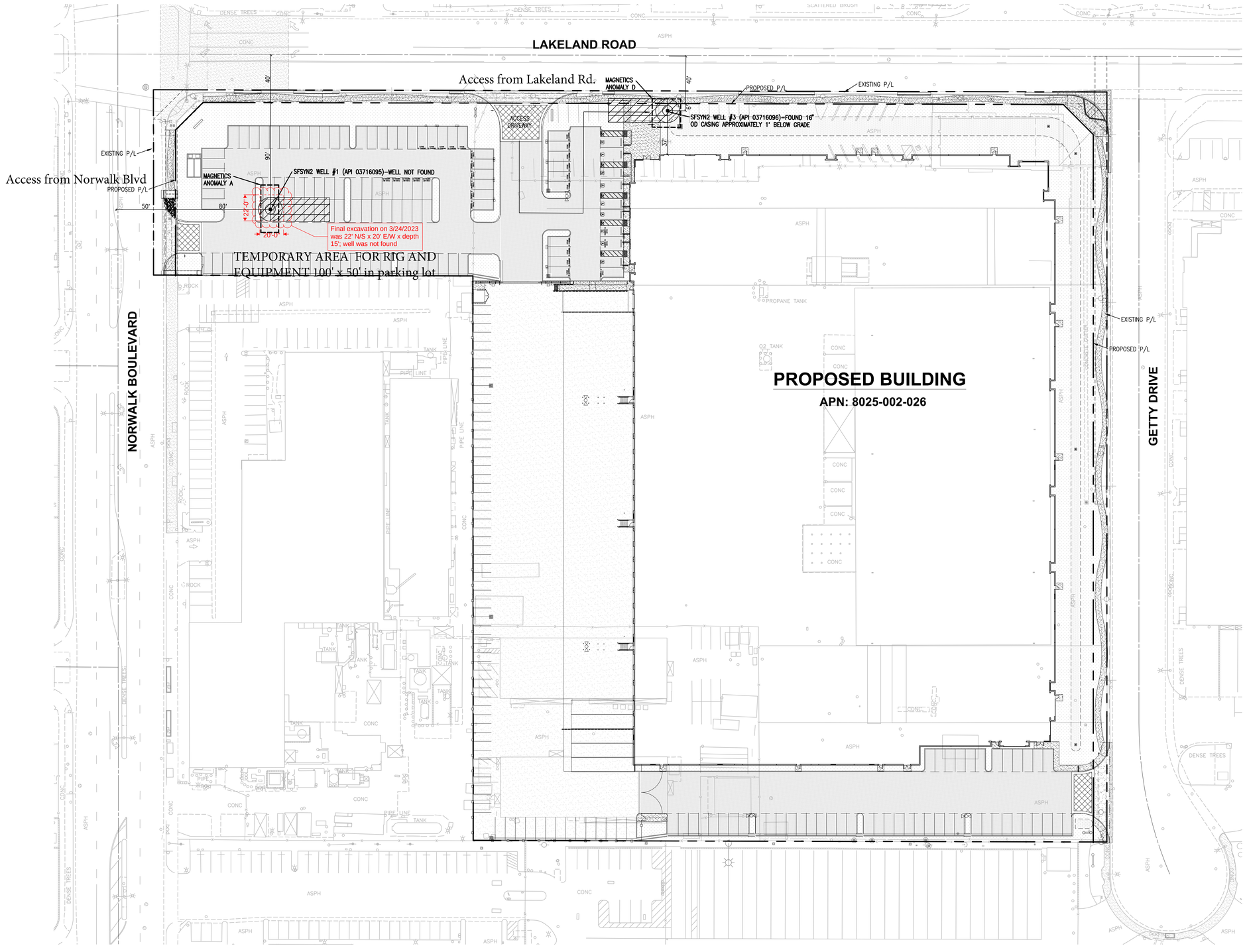
Misdemeanor offenses, see § 117.004

Attachment C

Well Access Plan

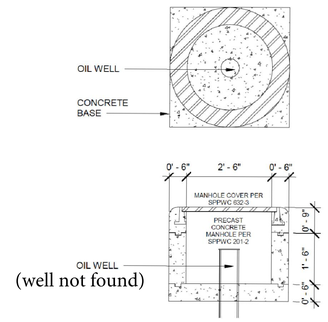
The Oil Wells Exhibit for Prologis Lakeland Industrial Building, 12300 Lakeland Drive, Santa Fe Springs prepared by Walden & Associates dated April 10, 2023 [consisting of 1 Sheet].

Section 10 - Oil Well Exhibit with excavation area, rig footprint and access shown



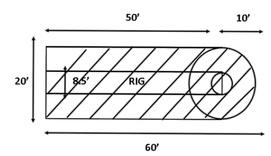
NOTE:

SFSYN2 WELL #1 (API 03716095) LOCATION IS SPECIFIED TO BE 130' SOUTH OF THE NORTHERN LINE OF SEC. 7 AND 130' EAST OF THE CENTERLINE OF NORWALK BOULEVARD.



OIL WELL DETAIL

NOT TO SCALE



STANDARD RIG DETAIL

NOT TO SCALE

N

40 20 0 40

SCALE IN FEET
1 inch = 40 ft.

WALDEN & ASSOCIATES
CIVIL ENGINEERS
LAND SURVEYORS
PLANNERS
2552 WHITE ROAD, SUITE B, IRVINE, CA 92614
(949) 660-0110 FAX: 660-0418

OIL WELLS EXHIBIT

FOR

PROLOGIS LAKELAND INDUSTRIAL BUILDING

12300 LAKELAND DRIVE

SANTA FE SPRINGS, CA

JOB NUMBER	2088-962-001
DATE:	4/10/2023
DRAWN:	D.I.
CHECKED:	M.V.
SHEET	1 OF 1

APPROVED:
ITEM NO.:

RESOLUTION NO. 9912

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS WAIVING THE REQUIREMENTS OF CHAPTER 117 (OIL & GAS) OF THE SANTA FE SPRINGS CODE OF ORDINANCES FOR ONE UNLOCATED ABANDONED OIL WELL AT 12300 LAKELAND ROAD, SANTA FE SPRINGS, CALIFORNIA

WHEREAS, Duke Realty Lakeland Road LP ("Owner") is the owner in fee of a property is located at the corner of Norwalk Boulevard, Lakeland Road, and Getty Drive at 12300 Lakeland Road, Santa Fe Springs, California. It is a single parcel (APN: 8025-002-026) measuring approximately 366,775.2 sq. ft. (8.42 acres). The property is zoned M-2-BP (Heavy Manufacturing – Buffer Parking).

WHEREAS, Owner has demolished all existing structures on the subject property and plans to construct a new +/- 185,450 sq. ft. concrete tilt-up industrial building and related improvements. These buildings and related improvements are to be developed pursuant to various land use and building entitlements, and permits issued or to be issued by the City and other governmental agencies with jurisdiction including Development Plan Approval (DPA) Case Nos. 997, which was conditionally approved by Resolution No. 214-2022 adopted by the City of Santa Fe Springs Planning Commission on or about September 12, 2022 (the "Project").

WHEREAS, on May 10, 2023, California Geologic Energy Management Division ("CalGEM") issued its Construction Site Well Review ("CSWR") Report ID 1012782 indicating that there was one abandoned oil well and one idle oil well located within the footprint of the project that were not abandoned to current CalGEM requirements.

WHEREAS, CalGEM believes that the wells, Santa Fe Springs Oil Syndicate 2 Well 1 (API 0403716095, abandoned 10/9/1924) and Santa Fe Springs Oil Syndicate 2 Well 3 (API 0403716096, idled at the time the CSWR was issued) will be built over or have future access impeded, and CalGEM categorically advises against building over, or in any way impeding access to, oil, gas, and geothermal wells, and advises that all wells identified be tested for liquid and gas leakage.

WHEREAS, Owner successfully exposed and located the Santa Fe Springs Syndicate 2 Well 3 prior to abandoning this well. The downhole portion of the abandonment was completed on October 2, 2023. The "Oil Well Leak Test - APN #8025-002-026" by Methane Specialists dated October 3, 2023 demonstrates that this well is not leaking after completion of the abandonment. CalGEM performed the final surface inspection of the well on October 4, 2023, and issued a letter approving of the abandonment and stating that abandonment meets regulatory standards on December 9, 2023.

WHEREAS, the Owner expended great effort attempting to locate the Santa Fe Springs 2 Well 1 with no success. These efforts included: (a) reviewing CalGEM WellFinder maps of the area; (b) reviewing historical aerial photographs of the area; (c)

performing a magnetometer survey of the site; and (d) excavating the area that the maps, aerial photographs, and magnetometer indicated as the most likely location of the well. Their extensive efforts to locate the well are detailed in the "Well Safety Engineering Report – Santa Fe Springs Syndicate 2 Well 1". The "Oil Well Executive Summary Report – Real Estate Development in the Santa Fe Springs Field by Duke Realty Lakeland Road LP" claims that the top of the casing in this well is far below ground. This claim was based on information contained in the CalGEM well history.

WHEREAS, the City believes that the Owner has demonstrated that the well is in the position shown in the "Oil Wells Exhibit for Prologis Lakeland Industrial Building, 12300 Lakeland Drive", and agrees that the top of the casing in this well is far below ground.

WHEREAS, the City has reviewed the aforementioned documents as well as other documents provided by Owner and determines that Owner has expended great effort in attempting to locate Santa Fe Springs 2 Well 1.

WHEREAS, Chapter 117 does not have a procedure to address abandoned wells recorded by CalGEM that cannot be located; and

WHEREAS, Owner has executed an Environmental Release and Indemnity Agreement benefitting the City.

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

1. That the above recitals are true and correct.

2. That this Resolution is exempt from environmental review pursuant to Section 15061(b)(3) of CEQA, since this waiver could not have a significant impact on the environment in that it relates to (1) Oil and Gas Wells that are not located on the subject property, and there is no evidence that this well was ever drilled to into a productive oil or gas zone.

3. That the City Council, based on the recitals, hereby waives the requirements of Chapter 117 for the issuance of building permits and/or grading permits with regard to Santa Fe Springs 2 Well 1, until such time that this well is located.

APPROVED and ADOPTED this __th day of _____, 2024.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Jay Sarno, Mayor

ATTEST:

_____
Fernando N. Munoz, CMC, Deputy City Clerk