



AGENDA

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

AUGUST 14, 2014 – 6:00 P.M.

Council Chambers
11710 Telegraph Road
Santa Fe Springs, CA 90670

Juanita A. Trujillo, Mayor
Laurie M. Rios, Mayor Pro Tem
Richard J. Moore, Councilmember
William K. Rounds, Councilmember
Jay Sarno, Councilmember

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

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

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

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

1. **CALL TO ORDER**

2. **ROLL CALL**

Richard J. Moore, Councilmember
William K. Rounds, Councilmember
Jay Sarno, Councilmember
Laurie M. Rios, Mayor Pro Tem
Juanita A. Trujillo, Mayor

HOUSING SUCCESSOR

There are no items on the Housing Successor agenda for this meeting.

SUCCESSOR AGENCY

There are no items on the Successor Agency agenda for this meeting.

CITY COUNCIL

3. **CITY MANAGER REPORT**

4. **CONSENT AGENDA**

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

Approval Minutes

A. Minutes of the July 10, 2014 Regular City Council Meeting

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

PUBLIC HEARING/ORDINANCE FOR INTRODUCTION

5. **ZONING TEXT AMENDMENT – Private Educational and Recreational Uses**

Ordinance No. 1058, an ordinance of the City Council of the City of Santa Fe Springs, amending Section 155.183, Section 155.204, Section 155.213, Section 155.234, Section 155.243, Section 155.264, and Section 155.377 of Chapter 155 of the City's Municipal Code to include private uses of an educational or recreational nature as conditionally permitted uses in the following zones: ML, Limited Manufacturing Administration and Research Zone District; M-1, Light Manufacturing Zone District; M-2, Heavy Manufacturing Zone District; F-O-Z, Freeway Overlay Zone; and along the Telegraph Road Corridor. (City of Santa Fe Springs)

Recommendations: That the City Council: 1). Open the Public Hearing and receive any comments from the public regarding Zoning Text Amendment – Private Educational and Recreational Uses (Ordinance No. 1058), and thereafter close the Public Hearing; 2). Find that the proposed amendments to the text of the City Zoning Regulations are consistent with the City's General Plan; and, 3). Introduce for first reading the proposed

amendments to the City Zoning Ordinance regarding land use requirements for metal buildings.

NEW BUSINESS

6. Resolution No. 9456 – Implement Phase I of the City's Emergency Water Conservation Plan

Recommendation: That the City Council adopt Resolution No. 9456 implementing Phase I of the City's Emergency Water Conservation Plan in order to comply with a mandate by the State of California.

7. LED Crosswalk Installation at Orr & Day Road and Whiteland Street – Award of Contract

Recommendations: That the City Council: 1). Appropriate \$17,000.00 from the UUT Capital Improvement Project fund to LED Lighted Crosswalks (454-397-C353); 2). Accept the bids; and, 3). Award a contract to Select Electric Inc., Poway, California, in the amount of \$69,942.00.

8. Approval of Parcel Map No. 71888 – Promenade Shopping Center

Recommendations: That the City Council: 1). Approve Parcel Map No. 71888; 2). Find that Parcel Map No. 71888 together with the provisions for its design and improvement, is consistent with the City's General Plan; and, 3). Authorize the City Engineer and City Clerk to sign Parcel Map No. 71888.

9. Fire Station No. 3 Roof Improvements (15517 Carmenita Road) – Award of Contract

Recommendations: That the City Council: 1). Appropriate \$28,000 from UUT Capital Improvement Project Fund to Fire Station No. 3 Roof Repair Improvements (454-397-C347), 2). Accept the bids; and 3). Award a contract to Best Contracting Services, Inc. of Gardena, California, in the amount of \$69,300.00.

10. Custodial Services – Authorization to Advertise

Recommendations: That the City Council: 1). Authorize the City Engineer to advertise for bids to provide custodial services; and 2). Authorize the City Engineer to extend the term of the contract with Merchants Building Maintenance, LLC to expire on October 31, 2014.

11. Request for Modification of Parking Restriction in front of 9200 Sorensen Avenue

Recommendation: That the City Council approve the removal of the "No Stopping Any Time" parking restriction along the frontage of 9200 Sorensen Avenue, but retain parking restrictions adjacent to the two driveways at the subject address to maintain sight distance for motorists exiting the driveways onto Sorensen Avenue.

12. Soaring Dreams Plaza Restoration Project - Authorization to Advertise

Recommendation: That the City Council authorize the City Engineer to advertise for construction bids for the Soaring Dreams Plaza Restoration Project.

13. Approval of Memorandum of Understanding (MOU) between the City of Santa Fe Springs and the Santa Fe Springs Firefighters Association (SFSFFA)

Recommendations: That the City Council: 1) Approve the FY 2014-16 Memorandum of Understanding with the SFSFFA; and 2) Authorize the Mayor to Execute said Agreement.

Please note: Item Nos. 14 - 24 will commence in the 7:00 p.m. hour.

14. **INVOCATION**

15. **PLEDGE OF ALLEGIANCE**

INTRODUCTIONS

16. Representatives from the Chamber of Commerce

17. Representatives from the Youth Leadership Committee

18. **ANNOUNCEMENTS**

PRESENTATIONS

19. 2014 Beautification Awards Program Recipients

20. Introduction of German Exchange Students and Chaperones

APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

21. Committee Appointments

22. **ORAL COMMUNICATIONS**

This is the time when comments may be made by interested persons on matters not on the agenda having to do with City business.

23. **EXECUTIVE TEAM REPORTS**

24. **ADJOURNMENT**

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing agenda was posted at the following locations; Santa Fe Springs City Hall, 11710 Telegraph Road; Santa Fe Springs City Library, 11700 Telegraph Road; and the Town Center Plaza (Kiosk), 11740 Telegraph Road, not less than 72 hours prior to the meeting.

Anita Jimenez, CMC

City Clerk

August 7, 2014

Date

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

**July 10, 2014
6:00 p.m.**

1. CALL TO ORDER

Mayor Trujillo called the meetings to order at 6:09 p.m.

2. ROLL CALL

Present: Councilmembers Moore, Rounds, Sarno, Mayor Pro Tem Rios, Mayor Trujillo

Also present: Thaddeus McCormack, City Manager; Steve Skolnik, City Attorney; Wayne Morrell, Director of Planning; Robert Garcia, Public Works; Dino Torres, Director of Police Services; Maricela Balderas, Director of Community Services; Jose Gomez, Assistant City Manager/Director of Finance; Brent Hayward, Fire Division Chief; Anita Jimenez, City Clerk

SUCCESSOR AGENCY

3. CONSENT AGENDA

Approval Minutes

A. Minutes of the June 12, 2014 Adjourned Successor Agency Meeting

Recommendation: That the Successor Agency approve the minutes as submitted.

Mayor Pro Tem Rios moved the approval of Item 3A; Councilmember Rounds seconded the motion which passed by the following vote: In favor: Moore, Rounds, Sarno, Rios, Trujillo; Opposed: None.

CITY COUNCIL

4. CITY MANAGER REPORT

The City Manager reported that he will be on vacation from July 14-20 and that the Assistant City Manager, Jose Gomez, would be acting City Manager during that time.

5. CONSENT AGENDA

Approval of Minutes

A. Minutes of the June 12, 2014 Regular City Council Meeting

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

Councilmember Moore moved the approval of Item 5A; Councilmember Sarno seconded the motion which passed by the following vote: In favor: Moore, Rounds, Sarno, Rios, Trujillo; Opposed: None.

CLOSED SESSION

6. CONFERENCE WITH LABOR NEGOTIATORS (Section 54957.6)

Agency Designated Representatives: City Manager, Assistant City Manager/Director of Finance, Human Resources Manager, City Attorney

Employee Organizations: Santa Fe Springs Firefighters' Association

The City Manager stated that this item could be addressed at the end of the business portion of the meeting.

ORDINANCES FOR PASSAGE

7. ZONING TEXT AMENDMENT – Metal Buildings

Ordinance No. 1059 – An Ordinance of the City of Santa Fe Springs, Amending Santa Fe Springs Municipal Code Title 15, Chapter 155: Zoning, and Adding New Subsection (3) to Section 155.461(A) of the City's Zoning Regulations Regarding Land Use Requirements for Metal Buildings

Recommendation: That the City Council waive further reading and adopt Ordinance No. 1059.

The City Attorney read the Ordinance by title and stated that the motion should be to waive further reading and adopt Ordinance No. 1059.

Councilmember Rounds moved the approval of Item 7; Mayor Pro Tem Rios seconded the motion which passed by the following vote: In favor: Moore, Rounds, Sarno, Rios, Trujillo; Opposed: None.

8. Ordinance No. 1060 - An Ordinance of the City of Santa Fe Springs Replacing Chapter 97 in its Entirety with a Revised Chapter 97 Regarding Environmental Protection

Recommendation: That the City Council waive further reading and adopt Environmental Protection Ordinance No. 1060.

The City Attorney read the Ordinance by title and stated that the motion should be to waive further reading and adopt Ordinance No. 1060.

Councilmember Moore moved the approval of Item 8; Councilmember Sarno seconded the motion which passed by the following vote: In favor: Moore, Rounds, Sarno, Rios, Trujillo; Opposed: None.

NEW BUSINESS

9. Bond-Funded CIP Projects – Status Update

Recommendation: That the City Council receive and file the CIP Subcommittee Report on Bond-Funded CIP Projects Status Update.

The Mayor received and filed the report.

Councilmember Moore thanked Subcommittee Members Rounds and Sarno for their work on the CIP project list.

10. Soaring Dreams Plaza – Approve Restoration Plan

Recommendations: That the City Council: 1). Approve the Soaring Dreams Plaza Restoration Plan; 2). Approve a decomposed granite finished surface for Soaring Dreams Plaza; and, 3). Authorize the Director of Public Works to issue a Request for Bids to Conserve the Soaring Dreams Sculptures.

Councilmember Moore stated that as the Liaison of the Art Committee, he was not comfortable with \$100,000 for this project coming from the Art Committee budget. The City Manager stated that if the Council wanted to lower the amount proposed to come from the Committee, an alternative motion could be made. Councilmember Rounds stated that the Subcommittee had researched the amount available in the Art Fund and it was determined that sufficient funding exists to cover this project. Councilmember Moore asked if there were other art projects on the CIP list. Councilmember Rounds stated that there were. Councilmember Moore stated that the Council could end up paying for some of those other projects.

Councilmember Moore moved the approval of Item 10; Councilmember Sarno seconded the motion which passed by the following vote: In favor: Moore, Rounds, Sarno, Rios, Trujillo; Opposed: None.

11. Resolution No. 9452 – Approval of Contract with the State Department of Education

Recommendation: That the City Council adopt Resolution No. 9452 authorizing the renewal of Contract CSPP-4161 with the State Department of Education for Fiscal Year 2014/2015 for the purpose of providing child care and development services for preschool age children.

Councilmember Sarno moved the approval of Item 11; Mayor Pro Tem Rios seconded the motion which passed by the following vote: In favor: Moore, Rounds, Sarno, Rios, Trujillo; Opposed: None.

12. Approval of Memoranda of Understanding (MOU) between the City of Santa Fe Springs and the Santa Fe Springs General City Employees Association (SFSCEA)

Recommendation: That the City Council: 1) Approve the FY 2014-16 Memorandum of Understanding with the SFSCEA; and 2) Authorize the Mayor to execute said agreement.

Councilmember Rounds moved the approval of Item 12; Mayor Pro Tem Rios seconded the motion which passed by the following vote: In favor: Moore, Rounds, Sarno, Rios, Trujillo; Opposed: None.

13. Approval of Labor Agreement between the City of Santa Fe Springs and the Santa Fe Springs Executive, Management, Confidential (EMC) Employees Association

Recommendation: That the City Council: 1) Approve the attached FY 2014-16 labor agreement and authorize staff to implement the terms set forth within; 2) Authorize the Mayor to Execute the Labor Agreement; and 3) Direct the City Manager to bring back a comprehensive Memorandum of Understanding for the Council's consideration at a later date.

Councilmember Sarno moved the approval of Item 13; Mayor Pro Tem Rios seconded the motion which passed by the following vote: In favor: Moore, Rounds, Sarno, Rios, Trujillo; Opposed: None.

14. Approval of Part-Time Compensation Package for Fiscal Year 2014/15 and 2015/16

Recommendation: That the City Council approve the Compensation Package for Part-Time Employees as indicated on the attached Salary Schedule.

Councilmember Rounds moved the approval of Item 14; Mayor Pro Tem Rios seconded the motion which passed by the following vote: In favor: Moore, Rounds, Sarno, Rios, Trujillo; Opposed: None.

15. Approval of Memoranda of Understanding between the City of Santa Fe Springs and the City of Santa Fe Springs Firefighters Association (FFA)

Recommendation: That the City Council: 1) Approve the attached FY 2014-16 Memorandum of Understanding with the SFSFFA; and 2) Authorize the Mayor to Execute the Labor Agreement.

The City Manager stated that City not ready to move forward with this item. Council can discuss in Closed Session. The Mayor recessed the meetings at 6:17 p.m.

The Mayor reconvened the meetings at 7:12 p.m.

16. INVOCATION

Councilmember Sarno gave the Invocation.

17. PLEDGE OF ALLEGIANCE

Lily Bergeron led the Pledge of Allegiance.

INTRODUCTIONS

18. Representatives from the Chamber of Commerce

None present.

The Mayor introduced Fran Aguilera of Republic Services.

19. Representatives from the Youth Leadership Committee

Members introduced themselves.

20. ANNOUNCEMENTS

The Youth Leadership Committee made the Community Service Announcements.

PRESENTATIONS

- 21. Presentation to Richard Brown, Santa Fe Springs Christian School, upon his Retirement**
The City Manager introduced Mr. Brown and spoke about some of his many contributions to the community.

Mr. Brown stated that Cindy Jarvis was selected to succeed Mr. Brown as Principal at SFS Christian School.

The Mayor presented a plaque to Mr. Brown.

APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

- 22. Committee Appointments**
None.

23. ORAL COMMUNICATIONS

The Mayor opened Oral Communications at 7:25 p.m. Billy Phillips, SFS resident, addressed the Council regarding the Almega Conception. Oral Communications were closed at 7:28 p.m.

24. EXECUTIVE TEAM REPORTS

Wayne Morrell reported that pieces of equipment were being disassembled and removed from the Lakeland/Cenco property. On July 14, the Planning Commission will conduct a Public Hearing regarding a code amendment which would allow the use of CrossFit, Pump It Up, and other recreational establishments.

Dino Torres gave a reminder of the Pet Vaccination Clinic being held on July 16.

Brent Hayward reported that there were no major incidents reported on the 4th of July. City Fire personnel attended the funeral in the City of Arcadia a former firefighter. The MDA campaign has now raised \$39,300.

Jose Gomez reported that the IT Dept. will complete the installation of fiber optic in City facilities by end of the month.

Maricela Balderas reported that Soto will perform a Concert in the Park on July 16. The Sister City exchange program is underway with 14 students and 2 chaperones in Germany; German participants will arrive in SFS in August. The Parks & Recreation Potluck will be held on July 12 at the Aquatic Center.

The Mayor stated that this year's Fireworks show was the best in several years. She also reported that the landscaping in the Sculpture Garden is in need of improvement. The City Manager stated that it is taken care of by Complete Landscape and that staff will address the problem. The Lions' Club is interested in donating free eye exams and glasses. Contact Lion's Club if interested.

25. ADJOURNMENT

At 7:37 p.m., Mayor Trujillo adjourned the meetings in memory of former City Employee Kay Sinclair and employee Frank Beach's father.

Juanita Trujillo, Mayor

ATTEST:

Anita Jimenez, CMC
City Clerk

Date



PUBLIC HEARING/ORDINANCE FOR INTRODUCTION

ZONING TEXT AMENDMENT – Private Educational and Recreational Uses

Ordinance No. 1058, an ordinance of the City Council of the City of Santa Fe Springs, amending Section 155.183, Section 155.204, Section 155.213, Section 155.234, Section 155.243, Section 155.264, and Section 155.377 of Chapter 155 of the City's Municipal Code to include private uses of an educational or recreational nature as conditionally permitted uses in the following zones: ML, Limited Manufacturing Administration and Research Zone District; M-1, Light Manufacturing Zone District; M-2, Heavy Manufacturing Zone District; F-O-Z, Freeway Overlay Zone; and along the Telegraph Road Corridor. (City of Santa Fe Springs)

RECOMMENDATIONS

Staff recommends that the City Council take the following actions:

1. Open the Public Hearing and receive any comments from the public regarding Zoning Text Amendment – Private Educational and Recreational Uses (Ordinance No. 1058), and thereafter close the Public Hearing;
2. Find that the proposed amendments to the text of the City Zoning Regulations are consistent with the City's General Plan; and
3. Introduce for first reading the proposed amendments to the City Zoning Ordinance regarding land use requirements for metal buildings.

BACKGROUND/DESCRIPTION OF PROPOSAL

The City of Santa Fe Springs has observed an increase in interest to establish, operate, and maintain private facilities that offer trampoline, cross fit, dancing, and other physically active recreational activities. Currently, the City's Zoning Regulations do not refer directly to these types of uses. The Code does reference public and non-profit educational and recreational facilities as permitted or conditionally permitted uses in all zones except for the PF (Public Facilities) Zone and B (Buffer Parking) Zone.

It is staff opinion that the addition of "private" educational or recreational businesses in the proposed zones would be consistent with similar uses that are currently allowed in these zones. The impacts, concerns, and opportunities are the same whether the business charges for admission or is free to the public. Nevertheless, the uses would only be allowed with the review and approval of a Conditional Use Permit; thus, providing the City the ability to review each request on a case-by-case basis ensuring that any unusual property or business characteristics can be addressed.

Moreover, the proposed amendment allows the City to welcome these types of uses and reduce the governmental barriers to offer recreational options in the City that are similar to those found in other cities. This approach of a Zoning Text Amendment will facilitate the processing of a use permit which is not in conflict with other purposes, goals, or policies found in the City's Zoning Regulations. Finally, this proposed amendment is a forward-thinking step in economic development to responsibly attract new businesses while ensuring compatibility of land uses.

PROPOSED ZONING TEXT AMENDMENT

Currently, the ML, M-1, M-2, and F-O-Z sections of the City's Zoning Regulations allow public or quasi-public and non-profit educational and recreational facilities to be permitted with a conditional use permit. Examples of educational and recreational facilities include: dance studio, tutoring center, karate facility, community center, sports park, skate park, gymnasium, trade schools, and other facilities focused on training, education, physical fitness, and recreation. The current distinguishing and limiting factor is that these uses must be public, quasi-public, or non-profits. A private business charging for services is not specifically allowed.

In reviewing the uses for consideration: indoor trampoline park; cross fit gyms; karate; yoga; gymnastic and other dance and fitness studios; indoor rock climbing centers; indoor soccer and volleyball facilities; and similar privately operated facilities, staff will be evaluating the conditions of the site selected for the proposed businesses, the proposed operations, the proposed design, as well as their potential impacts and/or benefits to ensure they are similar to, and consistent with, other uses permitted by the Code.

The only difference being proposed is the compensation for these services and/or the operator. Staff finds that these uses are directly analogous to the uses already permitted within these zones. While the users would be private entrepreneurs rather than a public agency or non-profit operator, the manner in which the business is conducted, the users of the facilities, hours of operation, traffic, parking, noise, visual appearance, and all other land use impacts and factors will be the same.

In order to ensure that each request is appropriate for the specific location, is compatible with neighboring uses, and the specific site can handle a use of this nature, the proposed change adds the "private" operation of these educational and recreational uses to the list of conditionally permitted uses. This will allow the City discretionary review and thus the ability to impose certain conditions to ensure the appropriateness of the use as proposed. This is also in keeping with the current processing requirement for private and quasi-public uses similar in nature.

Section 155.183, Section 155.204, Section 155.213, Section 155.234, Section 155.243, Section 155.264, and Section 155.377 would be amended to add the word

“private” in each respective sections within the City's Zoning Regulations. The Code sections shown below would be the amended sections. The proposed change is shown as underlined.

SANTA FE SPRINGS MUNICIPAL CODE**Chapter 155 - Zoning****§ 155.183 CONDITIONAL USES.**

The following uses shall be permitted in the ML Zone only after a valid conditional use permit has first been issued:

- (A) Public, private, or quasi-public uses of an educational or recreational nature.

§ 155.204 CONDITIONAL USES – TELEGRAPH ROAD CORRIDOR.

Notwithstanding the list of uses set forth in § 155.183, the following are the uses permitted in the ML zone, for properties with frontage on Telegraph Road, only after a valid conditional use permit has first been issued:

- (A) Public, private, or quasi-public uses of an educational or recreational nature.

§ 155.213 CONDITIONAL USES.

The following uses shall be permitted in the M-1 Zone only after a valid conditional use permit has first been issued:

- (A) Public, private, or quasi-public uses of an educational or recreational nature.

§ 155.234 CONDITIONAL USES – TELEGRAPH ROAD CORRIDOR.

Notwithstanding the list of uses set forth in § 155.213, the following are the uses permitted in the M-1 zone, for properties with frontage on Telegraph Road, only after a valid conditional use permit has first been issued:

- (A) Public, private, or quasi-public uses of an educational or recreational nature.

§ 155.243 CONDITIONAL USES.

The following uses shall be permitted in the M-2 Zone only after a valid conditional use permit has first been issued:

- (L) Public, private, or quasi-public uses of an educational or recreation nature.

§ 155.264 CONDITIONAL USES – TELEGRAPH ROAD CORRIDOR.

Notwithstanding the list of uses set forth in § 155.243, the following are the uses permitted in the M-2 zone, for properties with frontage on Telegraph Road, only after a valid conditional use permit has first been issued:

- (C) Public, private, or quasi-public uses of an educational or recreational nature.

§ 155.377 PERMITTED, ACCESSORY AND CONDITIONAL USES.

- (E) Conditionally permitted uses.

- (8) Public, private, or quasi-public uses of an educational or recreation nature.

PLANNING COMMISSION CONSIDERATION

On June 9, 2014, the Planning Commission took action to continue the proposed Code Amendment to the next regularly held Planning Commission meeting on July 14, 2014, to allow staff additional time to finalize the proposed Amendment.

At its meeting of July 14, 2014, the City Planning Commission conducted a Public Hearing on Zoning Text Amendment for Private Educational and Recreational Uses. No person appeared at the Public Hearing to offer an opinion on the proposed amendment. After considering the facts contained in the staff report and a brief presentation provided by staff, the Planning Commission approved a motion to recommend that the City Council approve Zoning Text Amendment – Private Educational and Recreational Uses (Ordinance No. 1058).

Attached for the City Council review are the following:

1. Resolution No. 46-2014, memorializing the action taken by the City Planning Commission to recommend that the City Council approve proposed Zoning Text Amendment relating to the requirements for metal buildings;
2. Proposed Ordinance No. 1058.

LEGAL NOTICE OF PUBLIC HEARING

This matter was set for Public Hearing in accordance with the requirements of Sections 65090 and 65091 of the State Planning, Zoning, and Development Laws and the requirements of Sections 155.860 through 155.864 of the City's Municipal Code.

The legal notice was posted in Santa Fe Springs City Hall, the City Library, and the City's Town Center on May 29, 2014, and published in a newspaper of general circulation (Whittier Daily News) May 30, 2014, as required by the State Zoning and Development Laws and by the City's Zoning Regulations.



Thaddeus McCormack
City Manager

Attachments:

1. Resolution No. 46-2014
2. Proposed Ordinance No. 1058

CITY OF SANTA FE SPRINGS

RESOLUTION NO. 46-2014

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SANTA FE SPRINGS REGARDING ADOPTION OF AMENDMENTS TO THE TEXT OF THE ZONING REGULATIONS REGARDING EDUCATIONAL AND RECREATIONAL USES

WHEREAS, the City of Santa Fe Springs has reviewed and considered the proposed amendments to the text of the City's Zoning Regulations with the intention of adding "private" educational and recreational uses to the list of conditionally permitted uses in the ML, Limited Manufacturing Administration and Research Zone District, M-1, Light Manufacturing Zone District, M-2, Heavy Manufacturing Zone District, FOZ, Freeway Overlay Zone, and in all Industrial Zones within the Telegraph Road Corridor, and

WHEREAS, after study and deliberations by the Department of Planning and Development, the City has prepared for adoption an amendments to the text of the City's Zoning Regulations, and

WHEREAS, notice of the Public Hearing was given as required by law, and

WHEREAS, the Planning Commission held a Public Hearing on July 14, 2014 in regard to the proposed amendments to the text of the City's Zoning Regulations, and

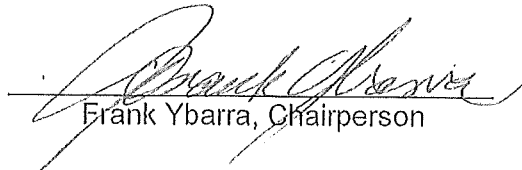
NOW, THEREFORE, IT BE RESOLVED THAT THE PLANNING COMMISSION OF THE CITY OF SANTA FE SPRINGS DOES HEREBY RESOLVE, DETERMINE, AND ORDERS AS FOLLOWS:

SECTION I. The Planning Commission finds that the facts in this matter are as follows:

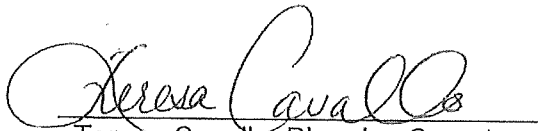
1. That the facts in this matter are as stated in the staff report regarding the proposed amendments to the text of the City's Zoning Regulations.
2. That the Planning Commission find that pursuant to Section 21080 (b)(1) of the California Environmental Quality Act (CEQA), the proposed amendments to the text of the City's Zoning Regulations is exempt as a ministerial project.
3. That the Planning Commission find that the proposed amendments to the text of the City's Zoning Regulations are consistent with the City's General Plan.

4. That the Planning Commission recommend that the City Council approve and adopt Ordinance No. 1058, to effectuate the proposed amendments to the text of the City's Zoning Regulations.

PASSED and ADOPTED this 14th day of July, 2014.


Frank Ybarra, Chairperson

ATTEST:


Teresa Cavallo, Planning Secretary

ORDINANCE NO. 1058

AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS AMENDING CERTAIN SECTIONS OF CHAPTER 155 OF THE CITY CODE REGARDING EDUCATIONAL AND RECREATIONAL USES IN THE ML, M-1, AND M-2 ZONES, THE FREEWAY OVERLAY ZONE, AND WITHIN THE TELEGRAPH ROAD CORRIDOR.

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

Section 1. Section 155.183 of Chapter 155 of the City Code is hereby amended to read as follows:

§ 155.183 CONDITIONAL USES.

- (A) Public, private, or quasi-public uses of an educational or recreational nature.

Section 2. Section 155.204 of Chapter 155 of the City Code is hereby amended to read as follows:

§ 155.204 CONDITIONAL USES – TELEGRAPH ROAD CORRIDOR.

- (A) Public, private, or quasi-public uses of an educational or recreational nature.

Section 3. Section 155.213 of Chapter 155 of the City Code is hereby amended to read as follows:

§ 155.213 CONDITIONAL USES.

- (A) Public, private, or quasi-public uses of an educational or recreational nature.

Section 4. Section 155.234 of Chapter 155 of the City Code is hereby amended to read as follows:

§ 155.234 CONDITIONAL USES – TELEGRAPH ROAD CORRIDOR.

- (A) Public, private, or quasi-public uses of an educational or recreational nature.

Section 5. Section 155.243 of Chapter 155 of the City Code is hereby amended to read as follows:

§ 155.243 CONDITIONAL USES.

- (L) Public, private, or quasi-public uses of an educational or recreational nature.

Section 6. Section 155.264 of Chapter 155 of the City Code is hereby amended to read as follows:

§ 155.264 CONDITIONAL USES – TELEGRAPH ROAD CORRIDOR.

- (C) Public, private, or quasi-public uses of an educational or recreational nature.

Section 7. Section 155.377 of Chapter 155 of the City Code is hereby amended to read as follows:

§ 155.377 PERMITTED, ACCESSORY AND CONDITIONAL USES

- (E) Conditionally permitted uses.
 - (8) Public, private, or quasi-public uses of an educational or recreational nature.

Section 8. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Ordinance, or any part thereof, is held invalid or unconstitutional, such decision shall not affect the validity of the remaining sections or portions of this Ordinance or of Chapter 155, or any part thereof. The City Council hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase in this Ordinance irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases may be declared invalid or unconstitutional.

Section 9. The City Clerk shall certify to the adoption of this Ordinance, and shall cause the same to be posted in at least three (3) public places in the City, such posting to be completed not later than fifteen (15) days after passage thereof.

Except as amended above, all other provisions of the Zoning Regulations in the City Code shall remain in full force and effect.

PASSED and ADOPTED this ____ day of _____, 2014, by the following roll call vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

Juanita Trujillo, Mayor

ATTEST:

Anita Jimenez, City Clerk



City of Santa Fe Springs

City Council Meeting

August 14, 2014

NEW BUSINESS

Resolution No. 9456 – Implement Phase I of the City's Emergency Water Conservation Plan

RECOMMENDATION

That the City Council adopt Resolution No. 9456 implementing Phase I of the City's Emergency Water Conservation Plan in order to comply with a mandate by the State of California.


BACKGROUND

On January 17, 2014, Governor Brown issued a drought emergency proclamation following three dry to critically dry years in California. Extreme drought now covers nearly eighty percent (80%) of the State and these conditions will likely continue into the foreseeable future. Accordingly, the Governor has called upon all Californians to conserve water usage by twenty percent (20%).

In addition, the Governor has encouraged local agencies to do what they can to boost local water supplies, such as recycling treated wastewater and reusing some household or industrial water onsite. However, conservation is the easiest, most efficient, and most cost effective way to quickly reduce water demand and extend supplies into the next year, providing flexibility for all California communities.

The State recently adopted an emergency regulation to increase conservation practices for all Californians, which became effective July 29, 2014. The new conservation regulation targets outdoor urban water use only. This regulation establishes the minimum level of activity that residents, businesses, and water suppliers must meet as the drought deepens and will be in effect for 270 days unless extended or repealed.

As part of the Emergency regulation, the State has asked local agencies, like the City of Santa Fe Springs, to implement their existing Emergency Water Conservation Plan (EWCP). Therefore, staff requests that the Council adopt Resolution No. 9456 implementing Phase I of the City's EWCP, which was enacted in 1991 through Resolution No. 5592 (attached). The State mandate requires the timely implementation of the existing plan. However, it does not preclude the City from thereafter revising or updating said plan. Accordingly, staff will be circulating a draft of a revised EWCP that had been introduced in 2009, but never fully adopted, for the Council's consideration at a future Council meeting.


Thaddeus McCormack
City Manager

Attachments:

Resolution No. 9456 – Implement Phase I of EWCP

Resolution No. 5592 – Emergency Conservation Plan (Reference Only)

Report Submitted By:

Noe Negrete

Department of Public Works

Date of Report: August 7, 2014





RESOLUTION NO. 9456

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS IMPLEMENTING PHASE I OF THE CITY'S EMERGENCY WATER CONSERVATION PLAN IN ORDER TO COMPLY WITH A MANDATE BY THE STATE OF CALIFORNIA

WHEREAS, 2014 is projected to become the driest year on record in California; and

WHEREAS, on January 17, 2014, the Governor proclaimed a state of emergency based on the dry conditions, which called for Californians to reduce water use twenty percent (20%); and

WHEREAS, the State of California Water Resources Control Board, responding to the Governor's call for water conservation, recently adopted provisions requiring urban water suppliers to implement water shortage contingency plans to impose mandatory restrictions on outdoor irrigation; and

WHEREAS, it is mandatory that the City comply with the provisions adopted by the State of California Water Resources Control Board.

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

SECTION 1. The City Council hereby implements Phase I of the Emergency Water Conservation Plan set forth in Resolution 5592.

SECTION 2. Any violation of any of the provisions contained in this Resolution shall constitute an infraction. The City may avail itself of any legal remedy and/or penalty in response to any such infraction, including but not limited to utilizing the City's Administrative Citation process.

SECTION 3. The requirements set forth in this Resolution shall remain in effect until April 25, 2015, at which time the City Council shall review the water supply conditions to determine the need for continued mandatory conservation measures, unless the City Council takes action at an earlier date to modify or eliminate such requirements.

SECTION 4. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Resolution, or any part hereof, is held invalid or unconstitutional, such decision shall not affect the validity of the remaining sections or portions of this Resolution. The City Council hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase in this Resolution

irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases may be declared invalid or unconstitutional.

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

PASSED AND ADOPTED THIS 14th day of August, 2014.

Juanita Trujillo, MAYOR

ATTEST:

Anita Jimenez, CITY CLERK

RESOLUTION NO. 5592

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SANTA FE SPRINGS REVISING
RESOLUTION NO. 5570
AN EMERGENCY WATER CONSERVATION PLAN

WHEREAS, there exists a shortage of water supply due to insufficient rainfall during the past several years; and

WHEREAS, Section 23-3 of the City Code empowers the City to ration or apportion water by reason of a shortage of water supply; and

WHEREAS, the State Water Code provides that the City may declare a water shortage emergency condition to prevail upon making certain findings; and

WHEREAS, the Rules and Regulations set forth below will be implemented only upon the making by the City Council of the findings required by the State Water Code,

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

Section 1: An Emergency Water Conservation Plan is hereby established, as follows:

PART 1 - DEFINITIONS - WORDS, TERMS AND PHRASES

ACTIVE OR OPEN ACCOUNT: An account for which a customer has signed and is being billed for water service.

APPLICANT: Any person requesting potable, fire, or reclaimed water service, service installation, main extensions, or any other service performed by the Department or its authorized agent.

BASE: The amount of potable water used during the corresponding billing period of the previous year.

BILLING PERIOD: The time interval between two consecutive meter readings which are taken for billing purposes.

BILLING UNIT: 100 cubic feet of water, equivalent to 748 gallons.

BLIND SERVICE: An existing water service connection on which the meter has not been set or has been removed.

COST: The actual cost to the Department, including all labor, material, supplies, equipment and miscellaneous items, together with any applicable indirect and general charges, plus administrative overhead, in accordance with the accounting practices of the Department.

CUSTOMER: A person in whose name service is rendered as evidenced by the signature on the application, contract or agreement for service, or, in the absence of assigned instrument, by the receipt and payment of bills for such service regularly issued in such person's name regardless of the identity of the actual user of such service.

DEPARTMENT: The Public Works Department of the City of Santa Fe Springs.

FIRE SERVICE CONNECTION: A facility for the delivery of water to a permanent location to supply a customer-owned fire sprinkler system.

FLOW RESTRICTING DEVICE OR FLOW RESTRICTOR: Fitting inserted into the service connection to reduce flow capacity.

HISTORIC BASE PERIOD: The twelve-month period preceding the month a water shortage emergency is declared. The Department may adjust the Base Period to compensate for previous documented conservation efforts.

INACTIVE OR CLOSED ACCOUNT: An account which is not signed for and has no current customer. The account remains in the billing system, and can be reactivated upon application.

MAIN: A water pipeline located in streets, highways, public ways, thoroughfares, or private rights-of-way, and used to serve the general public.

PERSON: Any individual, partnership, corporation, agency or other organization operating as a single entity.

POTABLE SERVICE CONNECTION: A facility for the delivery of potable water to a permanent location for domestic, commercial or industrial use, including water for fire protection purposes.

POTABLE WATER: Water suitable for drinking and other general water supply purposes.

PREMISES: Integrated land areas, including improvements thereon, undivided by public thoroughfares or water distribution mains of the Department and where all parts thereof are operated under the same management and for the same purpose.

QUANTITATIVE CHARGE: That portion of the charge for water service for the amount of water registered on the water meter(s) serving the premises.

RECLAIMED WATER: Treated wastewater suitable for landscape irrigation in accordance with the California Administrative Code, Title 22.

RECLAIMED WATER SERVICE CONNECTION: A facility for the delivery of reclaimed water to a permanent location.

SERVICE CHARGE: That portion of the charge for water service which is a fixed amount related to the size of the service.

SERVICE CONNECTION CHARGE: The charge payable by the applicant for the installation of a potable, fire, reclaimed, or temporary service connection.

SERVICE RECONNECTION OR RESTORATION: Reestablishment of water service after discontinuance of service for any reason.

TEMPORARY SERVICE: Water service for construction work or other uses as deemed feasible by the Department, such that service is required for only a limited time.

WATER SERVICE: The availability of potable or reclaimed water to a premises through the facilities of the Department and any water supplied through such facilities.

WATER SERVICE LATERAL: The pipe and appurtenances necessary to conduct water from the distribution main to and through the meter, or to the shut-off valve on an unmetered service connection where connection is made with facilities of the customer.

WATER SUPPLY SYSTEM: The works and auxiliaries for collection, storage, treatment and distribution of water from the source of supply to the point of connection with the customer's facilities.

PART 2 - EMERGENCY WATER CONSERVATION PLAN

A. **SCOPE:** There is hereby established a City of Santa Fe Springs Emergency Water Conservation Plan.

B. **PURPOSE:** Upon declaration by the City Council, after a noticed Public Hearing, that a water shortage emergency exists, this plan shall be implemented to provide a vehicle to protect public peace, health and safety by significantly and equitably reducing the consumption of potable water over an extended period. The plan shall remain in effect until the Council declares the water shortage emergency has ended.

(b) Maximum Percentage of Base Period Water Use Permitted. During Phases II through V, no customer or user of water shall use or permit the use of water from the City in an amount in excess of the following maximum percentages of the corresponding billing period of the historic base period:

<u>MAXIMUM ALLOWABLE PERCENTAGES OF BASE PERIOD</u>				
<u>CUSTOMER GROUP</u>	<u>PHASE II</u>	<u>PHASE III</u>	<u>PHASE IV</u>	<u>PHASE V</u>
HOSPITALS	100	100	95	90
CONVALESCENT HOMES	100	100	95	90
SCHOOLS	100	100	100	90
HOTELS AND MOTELS	90	90	90	85
OIL FIELD INJECTORS	80	75	70	65
ALL OTHERS	90	90	90	80

3. Exception. The prohibited uses of water provided for by subsection (a) of this section are not applicable to that use of water necessary for public health and safety or for essential governmental services such as police, fire, and other similar emergency services.

4. Exemptions. Single family residential customers shall not be required to reduce consumption below 20 billing units per month during Phase II; or below 19 billing units per month during Phase III; or below 17 billing units per month during Phase IV; or below 16 billing units per month during Phase V.

F. PHASE IMPLEMENTATION: The City Council shall implement or change any phase of this plan by resolution which shall be published in a local newspaper of general circulation. Phase I shall take effect upon such publication. Phases II through V shall take effect with the first billing period after adoption of a Resolution implementing said phases.

G. FAILURE TO COMPLY

1. For the first failure to comply with the plan, the Department shall notify the customer of the fact of such failure to comply for Phase I. Said notice may be included on or with the water bill.

2. For failure to comply with Phases II through IV of the plan, a surcharge of 10% of the total water bill shall be charged in addition to the regular water charges.

3. For failure to comply with ~~Phase V~~ of the plan, in addition to the regular rate, a minimum over usage charge of \$1.25 per 100 cubic feet for water used over the target quantity shall be charged.

4. For the second and all subsequent failures to comply with ~~Phase V~~ of the plan, a surcharge for the period of non-compliance shall be imposed as follows:

Second Violation (all customers)	\$1.25/100 cft over target quantity
Third Violation	\$2.00/100 cft over target quantity
Fourth Violation	\$4.00/100 cft over target quantity
All subsequent violations	\$10.00/100 cft over target quantity

*Note: Above surcharges are in addition to the regular water rates.

5. For a third or subsequent failure to comply with the plan, the Department may install, for a period of not less than 48 hours and until the customer satisfies the Department that failure to comply will not continue, a flow restricting device in the customer's water service connection at the premises. Said device shall restrict flow to one (1) gallon per minute capacity for services up to one and one-half (1-1/2) inch size, and comparatively sized restrictors for larger services. The surcharge and the charge for installing and removing the flow restricting device shall be paid prior to removal and costs shall be determined by the Department based upon estimated costs to install and remove the device.

6. Any customer tampering with or removing a flow restriction device will have water service discontinued for a period of not less than 24 hours and until the customer satisfies the Department that failure to comply will not continue.

H. NOTICES

1. Except as otherwise provided in this section, any notice required by this Conservation Plan to be given to a customer for failure to comply with the provisions hereof may be given to the customer personally, on the customer's water bill, or by regular mail addressed to the billing address of the customer. Said notice, in addition to setting forth the fact of the customer's failure to comply with the applicable provision or provisions of the Conservation Plan and any proposed action to be taken by the Department for such failure to comply, shall inform the customer of his right to file for an exemption or a hearing before the City Manager and the procedure to be followed to obtain such hearing.

2. If water service to a customer is to be discontinued for any period of time in accordance with the provisions of this Conservation Plan, notice thereof shall be given by the Department to the customer in the following manner:

- (a) By personal service thereof on said customer; or
- (b) If said customer be absent from his place of residence and from his known place of business, by leaving a copy thereof with some responsible person at either place and sending a copy thereof by regular mail addressed to said customer at his billing address; or
- (c) If such place of residence and business cannot be ascertained, or such responsible person cannot be found there, then by (1) affixing a copy thereof in a conspicuous place on the property where the failure to comply is occurring, (2) delivering a copy thereof to a person there residing, if such person can be found, and (3) sending a copy thereof by regular mail addressed to said customer at his billing address.

I. RELIEF FROM COMPLIANCE

1. Administrative Hearing. A customer notified of failure to comply with this plan shall have the right to a hearing by the City Manager or his designee, provided that a written request for hearing is filed by the customer within 15 days after receipt of notice of failure to comply. The hearing shall be held within 15 days after receipt of the request therefor. In determining whether relief shall be granted, the City Manager shall take into consideration all relevant factors including, but not necessarily limited to the following:

- (a) Whether any additional reduction in water consumption will result in unemployment;
- (b) Whether additional members have been added to the household;
- (c) Whether any additional landscaped property has been added to the property subsequent to the Historic Base Period;
- (d) Changes in vacancy factors in multi-family housing;
- (e) Increased number of employees in commercial, industrial and governmental offices;
- (f) Water uses during new construction and increased production requiring increased process water;
- (g) Adjustments to water use caused by emergency health or safety hazards;
- (h) First filling of a permit-constructed swimming pool;
- (i) Water use necessary for reasons related to family illness or health;

- (j) Previous water conservation measures which affect the base figures.

A written decision shall be given to the customer personally or by mail, and shall be final except for judicial review.

2. Exemptions. Customers may apply for exemptions to this resolution. The City Manager or his designee may grant exemptions taking into consideration factors outlined in Section I, 1 a-j herein. If exemptions are granted, customers shall pay applicable drought overuse charges, but will not be subject to violations. Phase I requirements will remain in force (Part 2, Section E-1).

3. Exemption Application Fees. Applicants for exemptions shall pay a fee as follows: Residential \$5.00 - All others \$25.00. Fees shall be submitted with each application.

4. Reservation of Rights. The rights of the City hereunder shall be cumulative to any other right of the City to discontinue service. All monies collected by the City pursuant to any of the provisions of this Conservation Plan shall be deposited in the Water Revenue Fund as reimbursement for the City's costs and expenses of administering and enforcing this Conservation Plan.

J. GENERAL PROVISIONS

1. Reduction in Water Supplied. If any customer fails to comply with any provision of this Conservation Plan, the City may reduce the amount of water provided to that customer to the level which that customer would be using if he were complying with the provisions of this Conservation Plan. The provisions of this subsection shall be applied in lieu of, or in addition to, any of the other provisions of this Conservation Plan, in the discretion of the City, and shall be applied without regard to the status or nature of the customer.

2. Public Health and Safety Not to be Affected. Nothing contained in this Conservation Plan shall be construed to require the City to curtail the supply of water to any customer when, in the discretion of the Department or City Manager, such water is required by that customer to maintain an adequate level of public health and safety.

K. SEVERABILITY: If any section, subsection, clause or phrase in this Conservation Plan or the application thereof to any person or circumstances is for any reason held invalid, the validity of the remainder of the Conservation Plan or the application of such provision to other persons or circumstances shall not be affected thereby. The City Council declares that it would have passed this Conservation Plan and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases or the application thereof to any person or circumstances be held invalid.

L. CHARGES: The City shall impose the charges set forth herein.

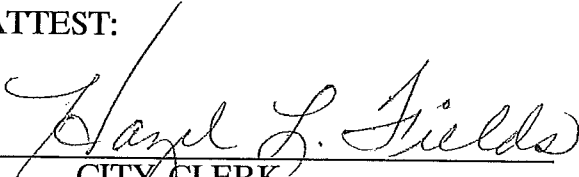
Section 2: The City Clerk shall certify to the adoption of this Resolution.

APPROVED and ADOPTED this 12th day of September, 1991.



MAYOR PRO TEM

ATTEST:



CITY CLERK



City of Santa Fe Springs

City Council Meeting

August 14, 2014

NEW BUSINESS

LED Crosswalk Installation at Orr & Day Road and Whiteland Street – Award of Contract

RECOMMENDATION

That the City Council take the following actions:

1. Appropriate \$17,000.00 from the UUT Capital Improvement Project fund to LED Lighted Crosswalks (454-397-C353);
2. Accept the bids; and,
3. Award a contract to Select Electric Inc., Poway, California, in the amount of \$69,942.00.

BACKGROUND

The City Council, at their meeting of June 26, 2014, authorized the City Engineer to advertise for construction bids for the subject project.

Bids were opened on July 29, 2014, and a total of six (6) bids were received. The low bidder for the project is Select Electric Inc., of Poway, California, in the amount of \$69,942.00. The following represents the bids received and the amount of each bid:

<u>Company Name</u>	<u>Bid Amount</u>
Select Electric Inc., Poway, CA	\$69,942.00
Moalej Builders, Inc., Sherman Oaks, CA	\$79,680.00
California Professional Engineering, La Puente, CA	\$82,392.20*
PTM General Engineering Services Inc., Riverside, CA	\$86,068.00
Palp Inc., dba Excel Paving Co., Long Beach, CA	\$88,570.00
AVA Builders, Inc. North Hollywood, CA	**

*Mathematical adjustment made to the bid to correct the total based on unit price; does not affect overall placement of bid.

**The sixth bid, submitted by AVA Builders, Inc., of North Hollywood, California, did not include a Bid Bond at time of the official bid opening. Per the project's Notice Inviting Sealed Bids, the bid must be accompanied by either a certified check, or bidder's bond, made payable to the City of Santa Fe Springs as AGENCY, for an amount not less than 10 percent of the amount bid. Since the bid bond was omitted, the bid is non-conforming. The amount of the bid was not read during the bid opening, and the bid was deemed non-responsive.

Report Submitted By:

Noe Negrete, Director
Department of Public Works

Date of Report: August 5, 2014

The bid submitted by Select Electric Inc., Poway, California, is approximately 17% above the Engineer's construction cost estimate of \$57,810.00. The primary difference between the Engineer's estimate and the low bid is attributed to higher than projected cost for the LED Crosswalk installation portion of the project.

Public Works has reviewed the bids and has determined the low bid submitted by Select Electric Inc., Poway California, to be satisfactory.


This project will include removal of the existing LED crosswalk components, minor repair of the pavement at the crosswalk location, and the installation of a new LED crosswalk system and its appurtenant items to join with the existing solar powered support components. New Americans with Disabilities Act (ADA) curb access ramps will also be installed at the crosswalk, meeting current requirements.

FISCAL IMPACT

The UUT Capital Improvement Project fund previously budgeted \$78,750.00 to the project. Budgeting an additional \$17,000.00 to the project will cover the remaining engineering, contingencies, inspection, and construction management costs for the project. Appropriate \$17,000.00 from the UUT Capital Improvement Project fund to LED Lighted Crosswalks (454-397-C353).

INFRASTRUCTURE IMPACT

The replacement of the existing LED crosswalk warning lights on Orr & Day Road and Whiteland Street will reduce City annual maintenance and operating costs and improve the efficiency of pedestrians crossing the roadway at this location.



Thaddeus McCormack
City Manager

Attachment:
Contract Agreement

CITY OF SANTA FE SPRINGS

CONTRACT AGREEMENT

FOR

**LED CROSSWALK INSTALLATION AT
ORR AND DAY ROAD AND WHITELAND STREET**

IN THE CITY OF SANTA FE SPRINGS

This Contract Agreement is made and entered into the above-stated project this **14th** day of **August 2014**, BY AND BETWEEN the City of Santa Fe Springs, as AGENCY, and **Select Electric, Inc.**, as CONTRACTOR in the amount of **\$69,942.00**.

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

The contract documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, CDBG contract provisions and forms, and appendices; together with this Contract Agreement and all required bonds, insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to ensure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and perform all work required for the above-stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV

AGENCY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents. No work or portion of the work shall be paid for until it is approved for payment by the City Engineer. Payment made for completed portions of the work shall not constitute final acceptance of those portions or of the completed project.

ARTICLE V

CONTRACTOR acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that code and certifies compliance with such provisions. Contractor further acknowledges the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft classification or type of workman needed to execute this contract as determined by the Director of Labor Relations of the State of California. The Contractor is required to pay the higher of either the State or Federal Wages.

ARTICLE VI

CONTRACTOR agrees to indemnify, defend and hold harmless AGENCY and all of its officers and agents from any claims, demand or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder.

ARTICLE VII

CONTRACTOR affirms that the signatures, titles and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint venturers, and/or corporate officers having principal interest herein.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in triplicate by setting hereunto their name, titles, hands, and seals as of the date noted above.

By: _____

ADDRESS

THE CITY OF SANTA FE SPRINGS

By: _____
Juanita Trujillo, MAYOR

ATTEST:

Anita Jimenez, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

(Contractor signature must be notarized with proper acknowledgement attached.)



City of Santa Fe Springs

City Council Meeting

August 14, 2014

NEW BUSINESS

Approval of Parcel Map No. 71888 – Promenade Shopping Center

RECOMMENDATION

That the City Council take the following actions:

1. Approve Parcel Map No. 71888;
2. Find that Parcel Map No. 71888 together with the provisions for its design and improvement, is consistent with the City's General Plans; and,
3. Authorize the City Engineer and City Clerk to sign Parcel Map No. 71888.

BACKGROUND

The Planning Commission, at their meeting on July 8, 2013, approved the request to subdivide the Promenade Shopping Center. The Promenade Shopping Center with an address of 11452 Telegraph Road, is located on the south side of Telegraph Road, between Orr & Day Road to the west and Jersey Avenue to the east, in the C-4-PD, Community Commercial-Planned Development Zone.

Parcel Map No. 71888 subdivides the existing commercial shopping center of one lot of 8.63 acres, into six parcels: Parcel 1 of 0.74 acres; Parcel 2 of 0.48 acres; Parcel 3 of 0.19 acres; Parcel 4 of 0.24 Acres; Parcel 5 of 0.36 acres; and, Parcel 6 of 6.62. The purpose of the subdivision is for sale, lease, or financing of individual parcels.

No new buildings are proposed and all utilities and infrastructure are existing. The stand-alone buildings would be separate parcels. For example, Bank of America (Parcel 1), Jack in the Box (Parcel 2), Santa Fe Florist (Parcel 3), Yoshinoya (Parcel 4), and Kentucky Fried Chicken/Taco Bell (Parcel 5). The remainder of the Promenade Shopping Center would be Parcel 6. The subdivision will be controlled by Covenants, Conditions, and Restrictions (CC&Rs). Within the CC&Rs, provisions will be made for easements for ingress and egress, and for parking. A full-sized copy of the parcel map is available in the office of the City Clerk.

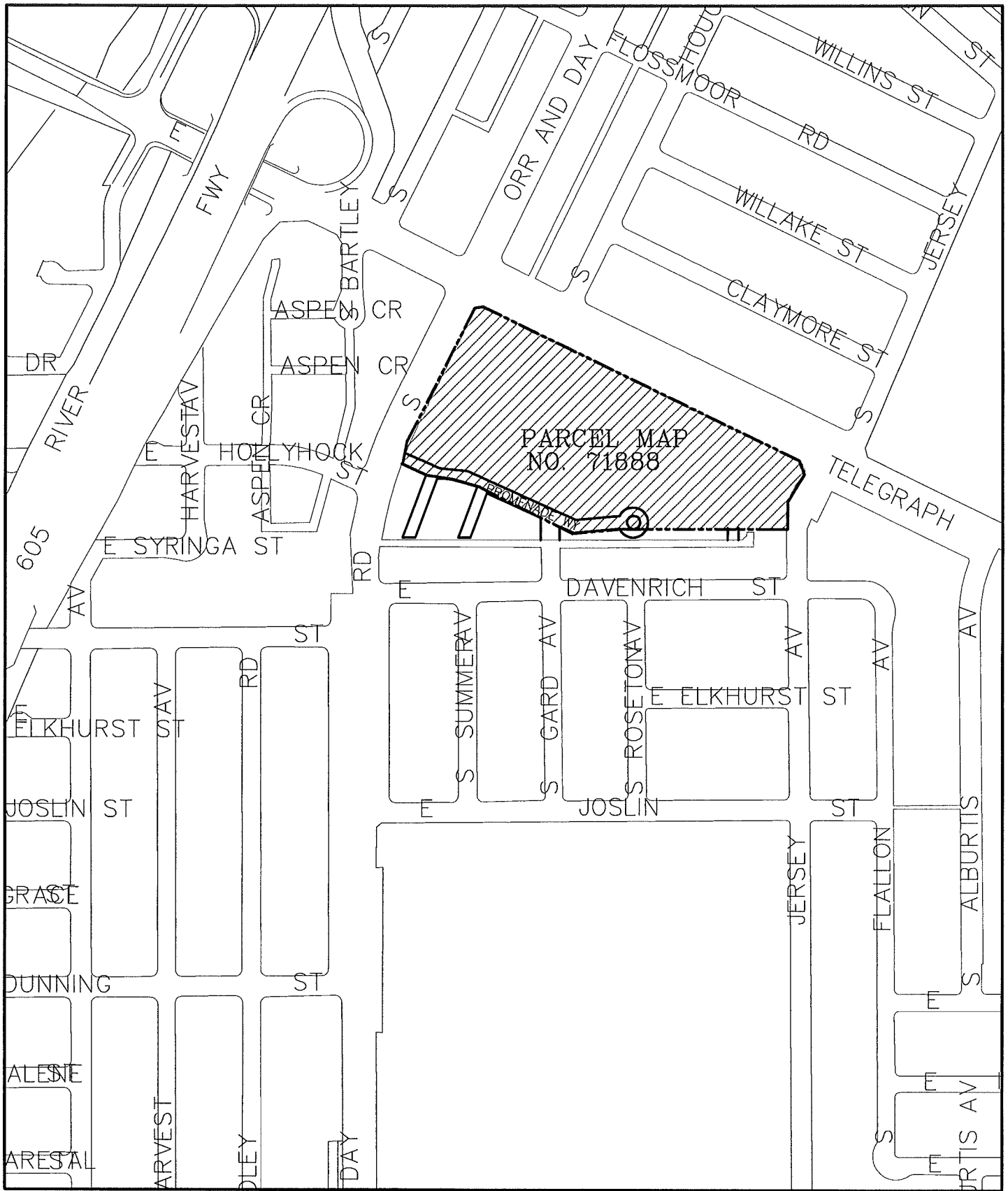

Thaddeus McCormack
City Manager

Attachment:
Location Map

Report Submitted By:

Noe Negrete, Director
Department of Public Works

Date of Report: August 5, 2014



LOCATION MAP

PARCEL MAP NO. 71888



City of Santa Fe Springs

City Council Meeting

August 14, 2014

NEW BUSINESS

Fire Station No. 3 Roof Improvements (15517 Carmenita Road) – Award of Contract

RECOMMENDATION

That the City Council take the following actions:

1. Appropriate \$28,000 from UUT Capital Improvement Project Fund to Fire Station No. 3 Roof Repair Improvements (454-397-C347),
2. Accept the bids; and
3. Award a contract to Best Contracting Services, Inc. of Gardena, California, in the amount of \$69,300.00.

BACKGROUND

The City Council, at their meeting of June 12, 2014, authorized the City Engineer to advertise for construction bids.

Bids were opened on July 22, 2014, and a total of five (5) bids were received. The low bidder for the project is Best Contracting Services, Inc. of Gardena, California, in the amount of \$69,300.00. The following represents the bids received and the amount of each bid:

<u>Company Name</u>	<u>Bid Amount</u>
Best Contracting Services, Inc.	\$ 69,300.00
FC and Sons Roofing, Inc.	\$ 79,169.00
Letner Roofing Co.	\$ 81,988.00
Commercial Waterproofing System, Inc.	non-responsive*
Rite-Way Roof Corporation	non-responsive*

*Bidders did not submit Addendum No. 1 with bid package.

The bid submitted by Best Contracting Services, Inc., is approximately 58% above the Engineer's construction cost estimate of \$43,810.00.

The Department of Public Works has reviewed the bids and has determined the low bid submitted by Best Contracting Services, Inc., to be satisfactory and responsive.

The funding shortfall is due mainly to the cost of the new single-ply roofing system.

Report Submitted By: Noe Negrete, Director
Department of Public Works

Date of Report: August 5, 2014

FISCAL IMPACT

The UUT Capital Improvement Project Fund previously budgeted \$69,000.00 to the project. Budgeting an additional \$28,000.00 to the project will cover the construction, contingencies, and construction management. Appropriate \$28,000.00 from UUT Capital Improvement Project Fund to Fire Station No. 3 Roof Repair Improvements (454-397-C347).

INFRASTRUCTURE IMPACT

Preventative maintenance extends the service life of the roof and is more cost effective than corrective maintenance.



Thaddeus McCormack
City Manager

Attachment:
Contract Agreement

CITY OF SANTA FE SPRINGS

CONTRACT AGREEMENT

FOR

**FIRE STATION No. 3 ROOF IMPROVEMENTS
(15517 CARMENITA ROAD)**

IN THE CITY OF SANTA FE SPRINGS

This Contract Agreement is made and entered into the above-stated project this 14th day of **AUGUST 2014**, BY AND BETWEEN the City of Santa Fe Springs, as AGENCY, and **BEST CONTRACING SERVICES, INC.**, as CONTRACTOR in the amount of **\$69,300.00.**

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

The contract documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, CDBG contract provisions and forms, and appendices; together with this Contract Agreement and all required bonds, insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to ensure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and perform all work required for the above-stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV

AGENCY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents. No work or portion of the work shall be paid for until it is approved for payment by the City Engineer. Payment made for completed portions of the work shall not constitute final acceptance of those portions or of the completed project.

ARTICLE V

CONTRACTOR acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that code and certifies compliance with such provisions. Contractor further acknowledges the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft classification or type of workman needed to execute this contract as determined by the Director of Labor Relations of the State of California. The Contractor is required to pay the higher of either the State or Federal Wages.

ARTICLE VI

CONTRACTOR agrees to indemnify, defend and hold harmless AGENCY and all of its officers and agents from any claims, demand or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder.

ARTICLE VII

CONTRACTOR affirms that the signatures, titles and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint venturers, and/or corporate officers having principal interest herein.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in triplicate by setting hereunto their name, titles, hands, and seals as of the date noted above.

By: _____
CONTRACTOR

ADDRESS

THE CITY OF SANTA FE SPRINGS

By: _____
Juanita Trujillo, MAYOR

ATTEST:

Anita Jimenez, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

(Contractor signature must be notarized with proper acknowledgement attached.)



City of Santa Fe Springs

City Council Meeting

August 14, 2014

NEW BUSINESS

Custodial Services – Authorization to Advertise

RECOMMENDATION

That the City Council take the following actions:

1. Authorize the City Engineer to advertise for bids to provide custodial services; and
2. Authorize the City Engineer to extend the term of the contract with Merchants Building Maintenance, LLC to expire on October 31, 2014.

BACKGROUND

The City's 3-year custodial services contract with Merchants Building Maintenance, LLC is scheduled to expire on October 1, 2014. Specifications for custodial services have been completed and the Public Works Department is prepared to advertise for bids for these services.

The proposed schedule for the awarding a contract to provide custodial services is:

DATE

08/14/2014
09/16/2014
10/09/2014
11/01/2014

ACTION

City Council authorizes RFB
Bid Submittal Deadline
City Council awards Contract
Notice to Proceed


The scope of service is to provide custodial services for the City's buildings and park picnic areas. Services are provided after-hours and during the day by Day Porters. The proposed term of the custodial services contract is three (3) years. The annual cost for custodial services under the current Merchants contract is approximately \$500,000 per year.

FISCAL IMPACT

The cost of custodial services is included in the approved City budget.

INFRASTRUCTURE IMPACT

Custodial services of the City's facilities is required for the safety and welfare of residents and employees.


Thaddeus McCormack
City Manager

Attachment:
Request for Bids

Report Submitted By:

Noe Negrete, Director
Department of Public Works

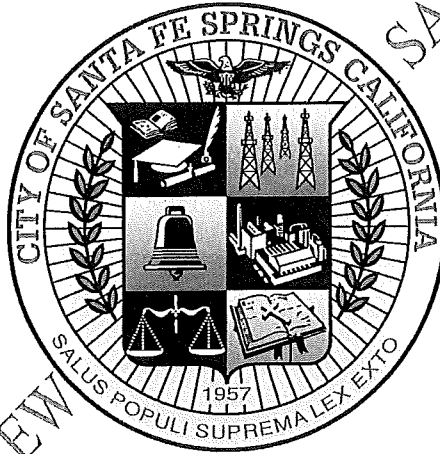
Date of Report: August 5, 2014

10

CITY OF SANTA FE SPRINGS

REQUEST FOR BIDS

CUSTODIAL SERVICES



FOR COUNCIL REVIEW

SALE CONSTRUCTION

DEPARTMENT OF PUBLIC WORKS

**THE CITY OF SANTA FE SPRINGS
SANTA FE SPRINGS, CALIFORNIA**

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

**Al Fuentes, Project Manager
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670
Phone (562) 868-0511, Extension 7355**

FOR COUNCIL REVIEW ONLY. NOT FOR SALE CONSTRUCTION

REQUEST FOR BIDS
CUSTODIAL SERVICES

The City of Santa Fe Springs invites sealed bids for the above-stated services and will receive such bids in the Director of Public Works Office, City of Santa Fe Springs, 11710 Telegraph Road, Santa Fe Springs, California 90670, until **11:00 a.m. on Tuesday, September 16, 2014.**

The work to be done consists of furnishing all supplies, materials, equipment, tools, labor and incidentals as required to perform custodial services at each of the City's listed facilities and parks.

A mandatory pre-bid visit to each of the City's facilities and parks has been scheduled for Wednesday, August 27, 2014. The first site visit is scheduled for 9:00 a.m. at Santa Fe Springs City Hall, located at 11710 Telegraph Road, Santa Fe Springs, California. A City representative will provide a schedule and directions to other facilities and parks at the City Hall location. The pre-bid site visits are intended to provide bidders with the opportunity to view the City's facilities and parks and ask questions. A City representative will be attendance. Both questions and answers will be posted on the City's Website. **The City will not accept bids from Contractors that do not attend the pre-bid site visits.**

Prior to commencing work under the Contract, Contractor shall perform, and submit to the City, complete background security investigation results on all of Contractors' employees providing services to the City, including any and all backup personnel.

Special attention is called to the General Provisions regarding liability insurance requirements. The successful bidder will be held to strict compliance with those requirements. Contractors who cannot comply should not bid. The successful Contractor will be required to possess business licenses from the City of Santa Fe Springs prior to commencement of work.

Bids must be prepared on the approved proposal forms, which are included in this request for bid package and submitted in a sealed envelope plainly marked on the outside.

The City reserves the right to reject any or all bids, to waive any irregularity in any bid received, and to be the sole judge of the merits of the respective bids received and to take all bids under advisement for a period of 45 days. The award, if made, will be made to the lowest responsible and responsive bidder as so determined by the City.

Further information regarding this project can be obtained by calling Al Fuentes, Project Manager at (562) 868-0511, ext. 7355.

BY ORDER OF the City of Santa Fe Springs.

NOE NEGRETE, CITY ENGINEER
CITY OF SANTA FE SPRINGS

INSTRUCTIONS TO BIDDERS

PROPOSAL FORMS

Bids shall be submitted in writing on the attached Proposal form. The Proposal form shall not be changed and no additions shall be made to the items mentioned therein. Unauthorized conditions, exemptions, limitations, or provisions attached to a proposal will render it informal and cause its rejection. When presented, the proposal form must be properly signed by the proposer, whose address, telephone number and e-mail address shall also be shown. **The City reserves the right to reject any proposal if all of the requested information is not furnished or is incomplete.**

PREPARATION OF BIDS

Bids must be submitted on the prescribed form. Bid prices must be written in **blue or black ink** in figures as requested. Erasures or other changes must be noted over the signature of the bidder. The City will not consider any proposal not meeting these requirements.

DELIVERY OF PROPOSAL

Proposals shall be enclosed in a sealed envelope plainly marked on the outside, "**SEALED BID FOR CUSTODIAL SERVICES - DO NOT OPEN WITH REGULAR MAIL.**" The sealed envelope shall also have clearly marked on the outside the company name and address of the bidder.

Proposals may be mailed or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the proposal in the hands of the Director of Public Works or his designee at Santa Fe Springs City Hall, 11710 Telegraph Road prior to the bid opening time stipulated in the Request for Bids. Late proposals will not be accepted. A late proposal shall be defined as being received after the stipulated time in the appropriate receiving office, according to such clocks in use for bid reception, as determined by the Director of Public Works.

CONTRACTOR QUALIFICATION

Contractors must furnish satisfactory evidence to the City that they have provided custodial services as described in this document and that they have successfully done so for a municipality for a minimum of five (5) years.

QUESTIONS PRIOR TO OPENING OF BIDS

Questions regarding discrepancies or omissions in the Bid Documents shall be communicated to Mr. Al Fuentes, Project Manager, in writing, by letter, fax or e-mail, not less than five (5) working days prior to opening of bids, to provide time for issuing and forwarding an addendum, should the City consider an addendum necessary. The City will not be responsible for over interpretation of the Contract documents.

IRREGULAR PROPOSALS

Unauthorized conditions, limitations or provisions attached to a proposal will render it irregular and may cause its rejection. The completed proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.

REJECTION OF PROPOSALS

Proposals may, at the discretion of the City, be rejected if they show any alteration of form, additions not called for, conditional or alternative bids, incomplete bids, or irregularities of any kind. The right is reserved by City to reject any or all proposals.

TAXES

No mention shall be made in the proposal of Sales Tax, Use Tax or any other tax, as all amounts bid will be deemed and held to include any such taxes, which may be applicable.

BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm, or corporation shall be allowed to make, file or be interested in more than one bid for the same work, unless alternative bids are called for. A person, firm or corporation who has submitted a sub-proposal to a bidder or who has quoted a price on materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders.

EXAMINATION OF BID DOCUMENTS

Bidders must satisfy themselves by the provided bid documents as to the actual physical conditions, requirements and difficulties under which the work must be performed. No bidder shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. The submission of a Bid will be conclusive evidence that the Bidder is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, the difficulties to be encountered, and to the requirements of the Proposal and other contract documents.

The Bidder shall read each and every clause of the contract documents, including all costs necessary to complete the specified work in his/her Bid prices, and agree that if he/she is awarded the Contract, no claim against the City will be made based upon ignorance of local conditions or misunderstanding of any provision of the Contract. Should the conditions turn out otherwise than anticipated by him/her, the Bidder shall agree to assume all risks incident thereto.

LEGAL RESPONSIBILITIES

All proposals must be submitted, filed, made and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same or expressly referred to herein or not. Any bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions and requirements set forth, contemplated and referred to in the Request for Bids and other contract documents, and to full compliance therewith. All bidders shall be held to comply with all laws of the State of California, rules and regulations promulgated thereunder, all applicable ordinances, rules and regulations of the City of Santa Fe Springs, and all regional and local laws, regulations, rules, ordinances and codes promulgated and enforced by any agency, district, board, department or other entity authorized under law, rules or ordinance, whether now in force or subsequently enacted.

LIABILITY INSURANCE REQUIREMENTS

Special attention is called to the liability insurance requirements. The successful bidder will be held to strict compliance with those requirements. Contractors who cannot comply should not bid.

AWARD OF CONTRACT

The award of contract, if made, will be to the lowest responsible and responsive bidder as determined solely by the City. The City reserves the right to award the bid or the bid alternate, if applicable, to the lowest responsible and responsive bidder. Additionally, the City reserves the right to reject any or all proposals, to waive any irregularity, and to take the bids under advisement for a period of 45 days, all as may be required to provide for the best interests of the City including the right to amend the scope of work. In no event will an award be made until all necessary investigations are made to the responsibility and qualifications of the bidder to whom the award is contemplated.

Submitted By: _____

BID PROPOSAL

FOR

CUSTODIAL SERVICES

IN THE CITY OF SANTA FE SPRINGS

To the Director of Public Works of the City of Santa Fe Springs, as City,

In accordance with the City's Request for Bids, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor and incidentals required to perform the custodial services set forth in the Request for Bids and to perform all work in the manner and time described therein.

BIDDER declares that this **original** proposal is based on the Request for Bids, and all other applicable documents. If this proposal is accepted for award, BIDDER agrees to enter an Agreement with the City of Santa Fe Springs at the total lump sum price set forth in the following Bid Proposal.

BIDDER understands that a bid is required for the entire work, and that the Lump Sum price bid includes all appurtenant expenses, overhead, taxes, royalties and fees. Erasures or other changes must be noted over the signature of the BIDDER.

BIDDER'S INFORMATION:

Signature: _____ Name: _____
(Please print or type)

Title: _____

Firm Name: _____

Firm Address: _____

Firm Business Phone No.: _____

E-mail Address: _____

BID SCHEDULE
CUSTODIAL SERVICES
IN THE CITY OF SANTA FE SPRINGS

ITEM No.	LOCATION	MONTHLY FEE
1.	Activity Center	\$ _____
2.	Aquatic Center	\$ _____
3.	Betty Wilson Center	\$ _____
4.	Center Court Building	\$ _____
5.	City Hall	\$ _____
6.	City Library	\$ _____
7.	Clarke Estate	\$ _____
8.	Community Gardens	\$ _____
9.	Gus Velasco Neighborhood Center	\$ _____
10.	Heritage Park	\$ _____
11.	Sculpture Garden	\$ _____
12.	Lake Center Athletic Park	\$ _____
13.	Lakeview Park	\$ _____
14.	Lakeview Childcare	\$ _____
15.	Little Lake Buildings	\$ _____
16.	Little Lake Baseball Buildings	\$ _____
17.	Los Nietos Recreation Building	\$ _____
18.	Los Nietos Childcare Building	\$ _____
19.	Police Services Center	\$ _____
20.	Municipal Services Yard	\$ _____
21.	SFS Athletic Fields Buildings	\$ _____
22.	SFS Park Building	\$ _____
23.	Town Center Hall	\$ _____
24.	Three (3) Day Porters for a total of 6,000 hours per year	\$ _____

MONTHLY TOTAL \$ _____

TOTAL ANNUAL BASE BID (TOTAL MONTHLY FEES X 12 MONTHS):

ANNUAL TOTAL: \$ _____

Submitted By: _____

HOURLY RATE SCHEDULE

CUSTODIAL SERVICES

Extra Work and Emergency Call-Out Custodial Services

IN THE CITY OF SANTA FE SPRINGS

DESCRIPTION OF WORK	LABOR HOURLY RATE
Office Cleaning	\$
Restroom Cleaning and Stocking of Supplies	\$
Strip and Wax Vinyl/Composition/Resilient Floor	\$
Strip and Wax Tile, Concrete and Cermaic Floor	\$

****Note: Equipment, supplies and materials shall be included in the Hourly Rate for Extra Work and Emergency Call-Out Custodial Services***

REFERENCES

Please list a minimum of three (3) references for similar custodial services work performed in the past five (5) years. Include the name of the city/agency, address and phone number of the contact person.

Complete information is important. Contractor qualifications and experience will be used as evaluation criteria and determining factor in award of contract recommendation by the Director of Public Works. **A lack of references, or unsuitable summary of past performance as reported by references, may be considered by the City as sufficient reason to reject bid(s).**

1. Agency: _____
Address _____
Contact Name: _____ Phone No. _____
Project Description: _____ Year Service Provided _____
2. Agency: _____
Address _____
Contact Name: _____ Phone No. _____
Project Description: _____ Year Service Provided _____
3. Agency: _____
Address _____
Contact Name: _____ Phone No. _____
Project Description: _____ Year Service Provided _____
4. Agency: _____
Address _____
Contact Name: _____ Phone No. _____
Project Description: _____ Year Service Provided _____
5. Agency: _____
Address _____
Contact Name: _____ Phone No. _____
Project Description: _____ Year Service Provided _____

Note: The Bidder may attach previously prepared reference sheets in lieu of completing this form

SCOPE OF SERVICES

SPECIAL PROVISIONS

Project Description

Contractor will furnish all labor, supplies, paper products, chemicals, materials, equipment, transportation, supervision, management and incidentals required to provide Custodial Services in accordance with all terms and conditions of this Request for Bids. Contractors shall perform the Daily Standard Cleaning Services (Attachment A) as identified and scheduled for each location (Attachment B).

Section 1. Materials

Contractor will furnish toilet paper, (continuous and regular) all toilet seat covers, urinal screens, paper towels (sheet and rolls), soap, deodorizers, vending machine products, cleaning agents, trash can liners and cleaning supplies required to maintain the City's facilities. The cost of materials shall be included in the cost proposal. Contractor will use standard commercial grade materials of size and type to fit existing dispensers. All supplies required to carry out the cleaning operations within the scope of this contract shall meet the standards of the Federal Occupational Safety and Health Act. These items are subject to inspection and approval. Sustainable products are to be used whenever feasible.

Section 2. Equipment

Contractor shall furnish, and maintain in good working condition, all cleaning equipment required to maintain each service location including, but not limited to, vacuum cleaners, buffers, strippers, scrubbing machines, extension poles, ladders and carpet extraction equipment. Equipment (vacuums, buffers, pylons, buckets) will be kept clean by the Contractor. The City is not responsible for stolen or vandalized items.

Contractor shall provide all necessary vehicles for transportation, trash pick-up, supplies deliveries and park maintenance and related duties and tasks. Contractor's vehicles must be maintained in top condition and identified with the company logo. The Contractor shall make arrangements for back-up equipment in the event the primary equipment become inoperable to assure that all work activities are completed as scheduled.

Section 3. Storage Space

The City will provide limited space at the various facilities for janitorial supplies, materials and equipment. Due to the limited amount of space, any storage spaces beyond that which City is presently providing for janitorial equipment, is the responsibility of Contractor. Contractor is responsible for keeping janitorial closets clean and orderly.

Section 4. Inspection of Buildings and Facilities

Monthly inspections of all areas included in the Contract shall be made by the Contractor's Supervisor, with any deficiencies noted and copied to the City's Facilities Supervisor. The results of each inspection shall be recorded and retained for reference as a Custodial Cleaning Inspection

Report. The Contractor's Supervisor will conduct regular inspections with the City's Facilities Supervisor and as such other times as may be required by the City to review performance of the Agreement and to discuss any problems or matters as determined by the City. The City may also conduct unscheduled periodic inspections to assure compliance with Contract requirements.

Section 5. Contractor's Representatives

The Contractor shall have present at all times when performing custodial services, an onsite representative who speaks fluent English whose duty shall be to supervise and coordinate cleaning services as they occur. This onsite representative shall carry on their person during working hours a cellular phone for contact purposes. All day porters must speak fluent English.

The Contractor shall have two responsible, dedicated supervisors on the job each workday. One (1) assigned to the day shift, one (1) to the night shift and weekends. The supervisors shall be provided with cellular phones so that City representatives will be able to contact them during normal business hours. The Contractor's representatives must immediately report to the City any evidence of security breach at a City building or facility.

Section 6. Work Schedules

All work must be accomplished within the hours identified by the City. The City reserves the right to revise schedules, adjust days and hours of the work, as necessary.

The Contractor shall provide in writing, schedules for all activities for all locations. The Contractor shall notify the City in writing and receive approval prior to any revisions in the schedule.

Section 7. Extra Services

Extra services are defined as a reasonable request of general clean up, emergency or non-emergency, requested and authorized in advanced by the City. Emergency, after hours cleaning support shall be responded to within one (1) hour and billed at a two (2) hour minimum. All charges are included in the contract and the hourly rate schedule. Contractor shall notify the Contract Administrator within eight hours of the emergency service being completed.

Section 8. Contractor's Employees

The Contractor shall certify that employees' providing the custodial cleaning services under the terms, conditions and specifications of the Contract are paid above minimum wage, and receive medical, vacation and sick leave benefits.

The Contractor shall provide employees with uniforms that have the Contractor's company name and the employee's name clearly displayed on the shirt. All uniforms worn by the Contractor's employees shall be of the same color, material and style.

The Contractor shall submit a list of all employees who are authorized to work within the limits of the City's buildings and facilities maintained by the Contractor. At no time will there be permitted any person or persons not working directly for the Contractor to enter, loiter or be involved in any action dealing with the Contract. All workers assigned to the City facilities must be fingerprinted and submit to a background check by authorities at the Contractor's expense.

The Contractor shall not employ undocumented workers for work on this Agreement and shall make every reasonable effort to confirm legal resident status prior to assignment to the City. Failure to comply with this provision of the Contract may be grounds for termination of the Contract.

GENERAL PROVISIONS

Section 1. Worker's Compensation

The Contractor shall take out and maintain during the life of this Agreement, worker's compensation insurance for all Contractor's employees engaged as part of the required services and as required by the Labor Code of the State of California.

No member of the City Council or any other official or authorized assistant, employee, or agent of the City shall be personally responsible for any damage resulting from the performance liability arising under the Agreement, or nonperformance, negligently, or intentionally of any portion of the services contracted.

Section 2. Liability Insurance

A. Commercial General Liability Insurance - The Contractor shall take out and maintain during the life of this contract such public liability and property damage insurance as shall protect him and the City from all claims for personal injury, including accidental death, as well as from claims for property damage arising from operations under this Agreement. The amount of such insurance shall be as hereinafter set forth.

As provided above, the Contractor shall take out and maintain public liability insurance for injuries, including accidental death to any one person, in an amount not less than One Million Dollars (\$1,000,000); and subject to the same limit for each person; on account of any one accident in an amount of not less than Two Million Dollars (\$2,000,000); and property damage insurance in an amount of not less than Five Hundred Thousand Dollars (\$500,000); Contractor's contingent or protective insurance for public liability and property damage in amounts not less than the respective amounts noted above.

B. Business Auto Liability Insurance - The Contractor shall carry and maintain insurance coverage for property damage resulting from the Contractor's operations, in the sum of not less than Two Million Dollars (\$2,000,000) resulting from any one occurrence, which may arise from the operation of the Contractor in the performance of the work that is provided herein. Said insurance coverage shall provide that Contractor and his/her insurers are primarily responsible for any claim which arises from Contractor's performance of this Agreement and that neither City nor any of its insurers shall be required to contribute to any such claim. The Contractor shall during the life of the Agreement, keep on file with the Public Works Department evidence that the Contractor is fully and properly insured as set forth herein and which evidence shall be approved by the Contract Administrator as to form and sufficiency.

All certificates of insurance with respect to liability insurance of any kind shall name the City of Santa Fe Springs with respect to the performance by the Contractor of the work which is the subject of the Agreement. The full and complete name of services shall be shown on the Certificate of Insurance.

C. Notification of Cancellation of Insurance - Certificates of proof of carriage of insurance shall provide for not less than thirty (30) days-notice of change or cancellation prior to acceptance of the work.

D. Renewal of Insurance - The insurance required herein will be renewed annually as long as Contractor continues operations in any way related to this Agreement. This obligation applies whether the contract is canceled or terminated for any reason. Termination of this obligation is not effective until the City executes a written statement to that effect. This requirement is in addition to coverage required to be maintained for completed and discontinued operations as required elsewhere.

Section 3. Holidays

The following days are designated by City as holidays:

1. New Year's Day.
2. Martin Luther King Jr.'s Birthday.
3. Lincoln's Birthday.
4. Washington's Birthday.
5. Cesar Chavez's Birthday
6. Memorial Day.
7. Independence Day.
8. Labor Day.
9. Veteran's Day.
10. Thanksgiving Day.
11. Day after Thanksgiving Day.
12. The day before Christmas.
13. Christmas Day.
14. The day after Christmas (2014 only).
15. Every day appointed by the President or Governor for a public holiday.
16. When a holiday falls on Sunday, the following Monday shall be observed. If the holiday falls on Saturday, the previous Friday is observed.

Section 4. Compensation and Payment

The Contractor shall be compensated a fixed monthly amount for services rendered in accordance with the Contractor's cost proposal. The Contract Administrator will review and approve the invoice for payment of services rendered consistent with the Agreement.

Invoices will be processed monthly for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Agreement as determined by the Contract Administrator.

If after written notice to the Contractor of any deficiencies in the work, or of failure to comply with the Agreement provisions, or failure to comply with the schedule, the City may suspend all or a portion of the monthly payment due until the Contractor corrects any such deficiency.

Any extra work performed beyond the work described in the Scope of Services shall not be performed without prior authorization from the Contract Administrator or his/her designee. Compensation for Emergency or Call-out work shall be compensated based on the Contractor's hourly rate schedule.

In the event any City building or facility is not usable for any reason, including but not limited to acts of nature, vandalism, construction or renovation and is deemed out of use, the Contractor shall not be compensated for the period cleaning services are not provided. If a portion of any building or facility is partially out of use, the City and the Contractor shall negotiate the cost of providing limited cleaning services.

THE CITY OF CITY OF SANTA FE SPRINGS
CUSTODIAL SERVICE AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2014, by and between the **City of Santa Fe Springs**, a municipal corporation ("City"), and _____ ("Contractor").

RECITALS

WHEREAS, the City desires to employ the Contractor to provide custodial services for the City's facilities.

WHEREAS, the City has determined that the Contractor is willing to perform such services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. ENGAGEMENT OF CONTRACTOR

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth in accordance with all terms and conditions contained herein.

The Contractor represents that all services required hereunder will be performed directly by the Contractor.

2. SCOPE OF SERVICES

The Contractor will perform services as set forth in the Scope of Services which are made a part of this Agreement by reference.

The City may unilaterally, or upon request from the Contractor, from time to time reduce or increase the Scope of Services to be performed by the Contractor under this Agreement. Upon doing so, the City and the Contractor agree to meet in good faith to discuss changes in services and compensation shall be based on the established fee schedule.

3. PROJECT COORDINATION AND SUPERVISION

The City shall designate the Director of Public Works or his designee as a Contract Administrator to monitor the progress and execution of this Agreement. The Contractor shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the Contractor.

4. **COMPENSATION AND PAYMENT**

The Contractor shall be compensated a fixed monthly amount of \$_____ for services rendered in accordance with the Contractor's cost proposal which is made a part of this Agreement by reference. The Contract Administrator will review and approve the invoice for payment of services rendered consistent with the Agreement.

If after written notice to the Contractor of any deficiencies in the work, or of failure to comply with the Agreement provisions, or failure to comply with the schedule, the City may suspend all or a portion of the monthly payment due until the Contractor corrects any such deficiency.

Invoices will be processed monthly for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Agreement as determined by the Contract Administrator.

Any extra work performed beyond the work described in the Scope of Services shall not be performed without prior authorization from the Contract Administrator or his/her designee. Compensation for Emergency or Call-out work shall be compensated based on the Contractor's hourly rate schedule which is made a part of this Agreement by reference.

In the event any City building or facility is not usable for any reason, including but not limited to acts of nature, vandalism, construction or renovation and is deemed out of use, the Contractor shall not be compensated for the period cleaning services are not provided. If a portion of any building or facility is partially out of use, the City and the Contractor shall negotiate the cost of providing limited cleaning services.

5. **LENGTH OF AGREEMENT**

The length of this Agreement shall be for a period of three (3) years and shall commence on the date first set forth above.

6. **INDEPENDENT CONTRACTOR**

Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners or joint venturers with one another. Neither the Contractor nor the Contractor's employees are employee of the City and are not entitled to any of the rights, benefits, or privileges of the City's employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

Neither this Agreement nor any interest herein may be assigned by the Contractor without the prior written consent of the City. Nothing herein contained is intended to prevent the Contractor from employing or hiring as many employees, or subcontractors, as the Contractor may deem necessary for the proper and efficient performance of this Agreement. All agreements by Contractor with its subcontractor(s) shall require the subcontractor to adhere to the applicable terms of this Agreement.

7. **CONTROL**

Neither the City nor its officers, agents or employees shall have any control over the conduct of the Contractor or any of the Contractor's employees except as herein set forth, and the Contractor expressly agrees not to represent that the Contractor or the Contractor's agents, servants, or employees are in any manner agents, servants or employees of the City, it being understood that the Contractor, its agents, servants, and employees are as to the City wholly independent contractors and that the Contractor's obligations to the City are solely such as are prescribed by this Agreement.

8. **COMPLIANCE WITH APPLICABLE LAW**

The Contractor, in the performance of the services to be provided herein, shall comply with all applicable State and Federal statutes and regulations, and all applicable ordinances, rules and regulations of the City of Santa Fe Springs, whether now in force or subsequently enacted. The Contractor, and each of its subcontractors, shall obtain and maintain a current City of Santa Fe Springs business license prior to and during performance of any work pursuant to this Agreement.

9. **LICENSES, PERMITS, ETC**

The Contractor represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The Contractor represents and covenants that the Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the Contractor to practice its profession.

10. **STANDARD OF CARE**

The Contractor in performing any services under this Agreement shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the Contractor's trade or profession currently practicing under similar conditions and in similar locations. The Contractor shall take all special precautions necessary to protect the Contractor's employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

All work shall be performed in accordance with the service level standards and schedule identified in the Scope of Work as to maintain the sanitary conditions, aesthetic

appearance, safety and usefulness of the City buildings and facilities. Standards and frequencies may be modified from time to time as deemed necessary by the City for proper maintenance of these areas.

The Contractor must employ sufficient personnel to perform all work as described in this Agreement at the various buildings and facilities.

The Contractor shall furnish all labor, equipment and required custodial materials, chemicals, and all other cleaning supplies needed to maintain all contracted areas to a level acceptable to the City. All materials are subject to City approval.

The Contractor shall provide all necessary vehicles for transportation and related duties. Contractor's vehicles must be maintained in top condition and identified with a company logo. The Contractor shall make arrangements for back-up equipment in the event primary equipment become inoperable to assure that all work activities are completed as scheduled.

Unless disclosed in writing prior to the date of this agreement, the Contractor warrants to the City that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the Contractor professional performance or the furnishing of materials or services relating thereto.

11. **NON-DISCRIMINATION PROVISIONS**

The Contractor shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The Contractor will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the City setting forth the provisions of this non-discrimination clause.

12. **INDEMNIFICATION AND HOLD HARMLESS**

The Contractor agrees to defend, indemnify, and hold harmless the City of Santa Fe Springs, its officers and employees, against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the Contractor's negligent performance of this Agreement.

13. **WORKERS' COMPENSATION**

The Contractor shall take out and maintain during the life of this Agreement, worker's compensation insurance for all Contractor's employees engaged as part of the required services and as required by the Labor Code of the State of California.

No member of the City Council or any other official or authorized assistant, employee, or agent of the City shall be personally responsible for any damage resulting from the performance liability arising under the Agreement, or nonperformance, negligently, or intentionally of any portion of the services contracted.

14. **LIABILITY INSURANCE**

- A. **Commercial General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract such public liability and property damage insurance as shall protect him and the City from all claims for personal injury, including accidental death, as well as from claims for property damage arising from operations under this Agreement. The amount of such insurance shall be as hereinafter set forth.

As provided above, the Contractor shall take out and maintain public liability insurance for injuries, including accidental death to any one person, in an amount not less than One Million Dollars (\$1,000,000); and subject to the same limit for each person; on account of any one accident in an amount of not less than Two Million Dollars (\$2,000,000); and property damage insurance in an amount of not less than Five Hundred Thousand Dollars (\$500,000); Contractor's contingent or protective insurance for public liability and property damage in amounts not less than the respective amounts noted above.

- B. **Business Auto Liability Insurance** - The Contractor shall carry and maintain insurance coverage for property damage resulting from the Contractor's operations, in the sum of not less than Two Million Dollars (\$2,000,000) resulting from any one occurrence, which may arise from the operation of the Contractor in the performance of the work that is provided herein. Said insurance coverage shall provide that Contractor and his/her insurers are primarily responsible for any claim which arises from Contractor's performance of this Agreement and that neither City nor any of its insurers shall be required to contribute to any such claim. The Contractor shall during the life of the Agreement, keep on file with the Public Works Department evidence that the Contractor is fully and properly insured as set forth herein and which evidence shall be approved by the Contract Administrator as to form and sufficiency.

All certificates of insurance with respect to liability insurance of any kind shall name the City of Santa Fe Springs with respect to the performance by the Contractor of the work

which is the subject of the Agreement. The full and complete name of services shall be shown on the Certificate of Insurance.

- C. Notification of Cancellation of Insurance - Certificates of proof of carriage of insurance shall provide for not less than thirty (30) days notice of change or cancellation prior to acceptance of the work.
- D. Renewal of Insurance - The insurance required herein will be renewed annually as long as Contractor continues operations in any way related to this Agreement. This obligation applies whether the contract is canceled or terminated for any reason. Termination of this obligation is not effective until the City executes a written statement to that effect. This requirement is in addition to coverage required to be maintained for completed and discontinued operations as required elsewhere.

15. LEGAL FEES

If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the City shall, in addition, be limited to the amount of attorney's fees incurred by the City in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

16. MEDIATION/ARBITRATION

If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first to try, in good faith, to settle the dispute by mediation in Santa Fe Springs, California, in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA") before resorting to arbitration. The costs of mediation shall be borne equally by the parties. Any controversy or claim arising out of, or relating to, this Agreement, or breach thereof, which is not resolved by mediation, shall be settled by arbitration in Santa Fe Springs, California, in accordance with the Commercial Arbitration Rules of the AAA then existing. Any award rendered shall be final and conclusive upon the parties, and a judgment thereon may be entered in any court having jurisdiction over the subject matter of the controversy. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the costs of its own experts, evidence and attorneys' fees, except

that the arbitrator may assess such expenses or any part thereof against a specified party as part of the arbitration award.

17. CANCELLATION OF AGREEMENT

If at any time in the opinion of the Contract Administrator the Contractor has failed to supply adequate working force, or equipment of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the Agreement, notice thereof in writing will be served upon the Contractor. Should the Contractor neglect or refuse to provide means for a satisfactory compliance with the agreement, as directed by the Contract Administrator, within the time specified in such notice, the City in such case shall have the power to terminate the Agreement and shall notify the Contractor, in writing, 30 days prior to cancellation.

18. NOTICES

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To the City: Noe Negrete
Director of Public Works
City Of Santa Fe Springs
11710 Telegraph Road
City Of Santa Fe Springs, CA 90670-3679

To the Contractor:

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of

changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

19. CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS

During the term of this Agreement, the Contractor shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of Santa Fe Springs. The Contractor also agrees not to specify any product, treatment, process or material for the project in which the Contractor has a material financial interest, either direct or indirect, without first notifying the City of that fact. The Contractor shall at all times comply with the terms of the Political Reform Act and the City of Santa Fe Springs Conflict of Interest Code. The Contractor shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the City in which the Contractor has a financial interest as defined in Government Code Section 87103. The Contractor represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the City.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in triplicate by setting hereunto their name, titles, hands, and seals as of the date noted above.

CONTRACTOR

By: _____

CITY OF SANTA FE SPRINGS

By: _____
MAYOR

ATTEST

CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY

Attachment A

DAILY STANDARD CLEANING SERVICES – ALL FACILITIES

1. Furniture and Equipment - shall be free of dust, cobwebs and soil. This shall include the elimination of cleaner residue, streaks and film.
2. Telephones - shall be free of dust and soil. The cradle, earpiece & mouthpiece should be sanitized.
3. Lamps - shall be free of dust, cobwebs and soil. This shall include the elimination of streaks, cleaner residue and film.
4. Mats and Carpets - shall be free of spots, stains, gum, dirt and debris. Adjoining walls, doors and floor surfaces shall be free of dust, soil and cleaner residue.
5. Glass and Metal Surfaces - shall be streak-free, film-free and uniformly clean. This shall include the elimination of dust and soil from sills and ledges and heat registers.
6. Corners/Thresholds - shall be free of dust, cobwebs soil, finish build-up and debris.
7. Floors and Cove bases - shall be free of dust, cobwebs, soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that result in a consistent high-shine, unless otherwise directed by the City. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film. Floors shall be stripped and waxed quarterly or as floor conditions warrant.
8. Walls and Fixtures - shall be free of dust, cobwebs, and soil. This shall include the elimination of film, streaks and cleaner residue. Walls behind waste/trash cans need to be cleaned.
9. Water Fountains - shall be free of dust, cobwebs, and soil, scale and water spots. Bright work shall be disinfected and polished to a streak-free shine.
10. Dispensers - shall be free of dust, and soil. These surfaces shall be cleaned and disinfected. This shall include the elimination of film, streaks and cleaner residue. Dispensers shall be refilled when required with proper expendable supply item.
11. Hardware - shall be free of dust, soil, bacteria and scale. Bright work shall cleaned, disinfected and polished to a streak-free shine. This shall include the elimination of polish residue.
12. Sinks and Countertops - shall be free of dust, bacteria, soil, cleaner residue and soap film. This shall include the elimination of streaks, embedded soil, and film and water spots.

13. Mirrors - shall be free of dust and soil. Mirrors and surrounding metal framework shall be streak-free, film-free and uniformly clean.
14. Toilets and Urinals - toilet seats and urinals shall be free of dust, cobwebs, bacteria, soil, organic matter, cleaner residue and scale. Fixtures shall be cleaned, disinfected and polished-dry. This shall include the elimination of streaks, film and water spots.
15. Dispensers – toilet seat cover and soap dispensers should be refilled as needed.
16. Restroom Partitions - shall be free of dust, cobwebs, soil and graffiti. Partitions shall be cleaned, disinfected and polished-dry. This shall include the elimination of streaks and film.
17. Showers – tile walls and floors shall be washed, disinfected, and sanitized. Shower stalls, fixtures, glass and doors shall be cleaned and polished.
18. Locker Rooms – sanitize showers and floor tile surfaces and locker doors, and clean counters.
19. Kitchen Areas – clean and sanitize all appliances, sinks, floor sinks, grease traps, counter areas, ceramic tile walls glass serving window and exhaust hoods and filters.
20. Waste Containers - contents shall be removed from waste containers and can liners replaced. Inside and outside of the container shall be cleaned and disinfected. This shall include the elimination of streaks, foodstuff and the presence of an offensive odor emitting from the container.
21. Air Vents - shall be free of dust, cobwebs, and soil. This also pertains to air distribution units and exhaust vents.
22. Cabinets, refrigerator and microwave - exterior tops, sides and front shall be cleaned and free of dust, soil, cleaner residue and soap film.
23. Light Fixtures - shall be free of dust, cobwebs, and soil.
24. Ceilings – All cobwebs shall be removed.
25. Trash Removal/Trash Containers - Contractor shall facilitate the City's waste recycling program that requires each building occupant to separate recyclable from non-recyclable waste. All work areas shall be provided with separate waste containers for this purpose, by the City. The contractor shall empty recyclable and non-recyclable waste into designated containers. Contractor shall comply with AB341. Waste removal shall be to containers designated by the City and shall be deposited in such a manner that it will not fly around causing a mess or nuisance.

26. Formal Picnic Areas – clean table tops, food service areas, patio floors, barbeque grills, and sinks.
27. Parks and Plazas - clean all buildings, restrooms, sidewalks, bleachers, tables, benches, dugouts, gazebos, umbrellas, and playground areas.
28. Exercise Rooms, Boxing Rooms, Weight Rooms, Racquet Ball Courts, Indoor basketball courts – clean room surfaces, equipment surfaces with disinfectant cleaning solution.
29. Playground Equipment – clean playground equipment surfaces and play surfaces.
30. Outdoor Basketball Courts – clean basketball court surfaces.
31. Exterior Walkways – clean exterior walkway surfaces with handheld blowers or power wash as required.

DAY PORTERS

- A. Contractor shall provide three (3) “Day Porters” to provide custodial services during the workday from 8:30 a.m. – 5:30 p.m., Monday – Friday.
- B. Contractor must provide at least one vehicle for the Day Porter #3 below to travel between listed facilities and deliver supplies to all facilities as required.
- C. Day Porters must speak fluent English.
- D. Day Porters will perform Daily Standard Cleaning Services at the following listed facilities:

Day Porter #1

1. City Hall
2. City Library
3. Town Center Hall
4. Aquatic Center
5. Clark Estate

Day Porter #2

1. Gus Velasco Neighborhood Center
2. Childcare and Development Classrooms A & B

Day Porter #3

1. Police Services Center
2. Los Nietos Childcare Center
3. Lakeview Childcare Center
4. Activity Center

5. Heritage Park
6. Sculpture Garden

E. In addition to the services identified above, Day Porters may be requested to perform service requests by the Contract Administrator on an as-needed basis during the work day.

Attachment B
List of City Facilities and Custodial Services Schedule

Facility/Features	Building Size (Sq. Ft.)	No. Restrooms	Cleaning Schedule	Day Porter/Schedule	Quarterly Floor Stripping & Waxing
1. Activity Center 2nd Story Boxing Room Weight Room Racquet Ball Courts Indoor Basketball Court	17,460	2	Mon - Fri 10:00 pm - 6:00 am	Day Porter #3 Mon - Fri 7:30 am - 5:30 pm	
2. Aquatic Center Locker Rooms Showers Picnic Area Open 4 mos. Jun-Sep	5,004	2	Mon - Fri 10:00 pm - 6:00 am (10 Week Season) Off-Season: Bi-Weekly	Day Porter #1 7:30 am - 5:30 pm (10 Week Season) Off-Season: No Porter Services	600 sq. ft.
3. Betty Wilson Center Kitchen Snack Bar	8,170	4	Mon - Sun 10:00 pm - 6:00 am	None	1,800 sq. ft.
4. Center Court Building	1,200	2	Mon - Wed - Fri 10:00 pm - 6:00 am	None	

Attachment B
List of City Facilities and Custodial Services Schedule

Facility/Features	Building Size (Sq. Ft.)	No. Restrooms	Cleaning Schedule	Day Porter/Schedule	Quarterly Floor Stripping & Waxing
5. City Hall Kitchen Basement	22,080	9	Mon - Wed -Thur. 10:00 pm - 6:00 am	Day Porter #1 Mon - Fri 7:30 am - 5:30 pm	1,212 sq. ft.
6. City Library Kitchen Reading Garden	14581	4	Mon - Sat 10:00 pm - 6:00 am	Day Porter #1 Mon - Fri 7:30 am-5:30 pm	
7. Clarke Estate 2nd Story Kitchen	7,504	4	Mon - Sat 10:00 pm - 6:00 am	Day Porter #1 Mon - Fri 7:30 am-5:30 pm	
8. Community Gardens Restroom	65		Mon - Sat 10:00 pm - 6:00 am	None	
9. Gus Velasco Neighborhood Center Kitchens (3) Fitness Room Classroom A Classroom B	17,554	9	Mon - Sun 10:00 pm - 6:00 am	Day Porter #2 Mon - Fri 7:30am-5:30pm	

Attachment B
List of City Facilities and Custodial Services Schedule

Facility/Features	Building Size (Sq. Ft.)	No. Restrooms	Cleaning Schedule	Day Porter/Schedule	Quarterly Floor Stripping & Waxing
10. Heritage Park Buildings Train Depot Caboose Carriage Barn Ranger Station Tank House Conservatory	7,044	4	Mon - Sun 10:00 pm - 6:00 am	Day Porter #3 Mon - Fri 7:30am - 5:30 pm	
11. Heritage Springs Sculpture Garden Artwork Walkways/Hardscape Bridge	7,000*		No night services	Day Porter #3 Mon - Fri 7:30 am - 5:30 pm	
12. Lake Center Athletic Park Walkways/Hardscape Playground	10,000*	2	Mon - Sun 10:00 pm - 6:00 am	None	
13. Lakeview Park Bldg. Picnic Area Playground	1,413	4	Mon - Sun 10:00 pm - 6:00 am	None	990 sq. ft.

Attachment B
List of City Facilities and Custodial Services Schedule

Facility/Features	Building Size (Sq. Ft.)	No. Restrooms	Cleaning Schedule	Day Porter/Schedule	Quarterly Floor Stripping & Waxing
14. Lakeview School Classrooms Kitchen	3,416	2	Mon - Fri 10:00 pm - 6:00 am	Day Porter #3 Mon - Fri 7:30am- 5:30 pm	2,704 sq. ft.
15. Little Lake Park Buildings Kitchen Picnic Area Playground	3,312	4	Mon - Sun 10:00 pm - 6:00 am	None	1,500 sq. ft.
16. Los Nietos Park Recreation Building 2nd Story Kitchen Playground	1,968	2	Mon - Sun 10:00 pm - 6:00 am	None	
17. Los Nietos Park Classroom Kitchen Play area	4,464	2	Mon - Fri 10:00 pm.-6:00 am	Day Porter #3 Mon - Fri 7:30 am - 5:30 pm	1,972 sq. ft.
18. Police Services Center 2nd Story Kitchen	7,667	4	Mon-Sat 10:00 pm - 6:00 am	Day Porter #3 Mon-Fri 7:30 am - 5:30 pm	

Attachment B
List of City Facilities and Custodial Services Schedule

Facility/Features	Building Size (Sq. Ft.)	No. Restrooms	Cleaning Schedule	Day Porter/Schedule	Quarterly Floor Stripping & Waxing
19. Municipal Services Yard Locker Rooms (2) Showers (4)	8,652	8	Mon - Fri 10:00 pm - 6:00 am	None	Bldg. 1 - 3,475 sq. ft. Bldg. 2 - 800 sq. ft. Bldg. 3 - 594 sq. ft. Bldg. 4 - 616 sq. ft.
20. SFS Athletic Fields Buildings Kitchen Playground	3,136	2	Mon - Sun 10:00 pm - 6:00 am	None	
21. SFS Park Building Picnic Area Playground	1,008	2	Mon - Sun 10:00 pm - 6:00 am	None	450 sq. ft.
22. Town Center Hall 2nd Story Kitchen	16,940	4	Mon - Sun 10:00 pm - 6:00 am	Day Porter #1 Mon - Fri 7:30 am - 5:30pm	



City of Santa Fe Springs

City Council Meeting

August 14, 2014

NEW BUSINESS

Request for Modification of Parking Restriction in front of 9200 Sorensen Avenue

RECOMMENDATION

That the City Council approve the removal of the "No Stopping Any Time" parking restriction along the frontage of 9200 Sorensen Avenue, but retain parking restrictions adjacent to the two driveways at the subject address to maintain sight distance for motorists exiting the driveways onto Sorensen Avenue.

BACKGROUND

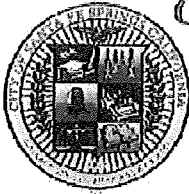
The Traffic Commission at their meeting of July 17, 2014, reviewed the attached report for the removal of the existing parking restriction. The Commission voted 3 to 2 to recommend to the City Council that the parking restriction be removed in front of 9200 Sorensen Avenue as requested by Tangram Interiors. However, parking restrictions are retained adjacent to the two existing driveways that provide access from Tangram's parking lots to Sorensen Avenue in order to maintain sight distance for motorists exiting the driveways.


Thaddeus McCormack
City Manager

Attachment:
Traffic Commission Report

Report Submitted By: Noe Negrete, Director
Department of Public Works

Date of Report: August 5, 2014



City of Santa Fe Springs

Traffic Commission Meeting

July 17, 2014

TRAFFIC ENGINEER'S REPORT

Request for Modification of Parking Restrictions in Front of 9200 Sorensen Avenue

RECOMMENDATION

That the Traffic Commission recommend to the City Council that the request from Tangram Interiors to remove the "No Stopping Any Time" parking restriction in front of 9200 Sorensen Avenue be approved. Parking restrictions will be maintained adjacent to existing driveways in order to maintain sight distance.

BACKGROUND

Tangram Interiors located at 9200 Sorensen Avenue, submitted a request for the City to remove the existing "No Stopping Any Time" zone that currently exists in front of their building on the north side of Sorensen Avenue west of John Street.

Sorensen Avenue is a secondary arterial highway that has a 64-foot curb to curb width. Sorensen Avenue is striped with a two-way-left-turn-lane and has one thru lane in each direction. Sorensen Avenue begins at Santa Fe Springs Road and continues westerly until it curves northerly and continues north of Washington Boulevard into unincorporated Los Angeles County. The 2009 Average Daily Traffic (ADT) for this section of Sorensen Avenue is 7800 vehicles per day. The current speed limit is posted at 40 miles per hour and the 85th percentile speed was found to be 40 miles per hour. Currently, parking is generally restricted on various sections of Sorensen Avenue including in front of 9200 Sorensen Avenue.

Tangram Interiors is requesting the removal of the "No Stopping Any Time" restriction due to fact that three of their employees have had their vehicles totaled while parked on the south side of Sorensen Avenue across from their building where parking is allowed.

Staff has reviewed the existing restriction and has determined that parking can safely accommodate parking on the north side of Sorensen Avenue, provided that parking restrictions are maintained immediately adjacent to the existing driveways to ensure adequate sight distance for vehicles exiting the driveways onto Sorensen Avenue.

Report Submitted By:

Noe Negrete, Director
Public Works

Date of Report: July 10, 2014

Staff is recommending that the Traffic Commission recommend to the City Council that the request by Tangram Interiors to remove the existing parking restrictions on the north side of Sorensen Avenue west of John Street be approved.

Robt. Haines

FOR

Noe Negrete
Director of Public Works

Attachments:

1. Email from Tangram Interiors
2. Location Map

Thaddeus J. McCormack

From: Wendy Meador <wmeador@tangraminteriors.com>
Sent: Wednesday, April 23, 2014 10:21 AM
To: Thaddeus J. McCormack
Cc: Nick Greenko
Subject: FW: Parking

Thaddeus –

Can you give me some assistance in talking to the right people about this?

The North side of the street has no parking but the South side it is allowed. If we could switch that it would be so much safer and more beneficial for our employees. We have been allowed to park there on a temporary basis before (with approval from Public Works during big meetings or sales).

We have had three employees who have had cars totaled while parked on the other side of the street, the most recent just being two weeks ago with a hit and run.

Allowing parking from driveway to driveway in front of our building would greatly lessen the danger to our employees. What if it allowed parking only from 7:00 a.m. – 6:00 p.m. on weekdays?

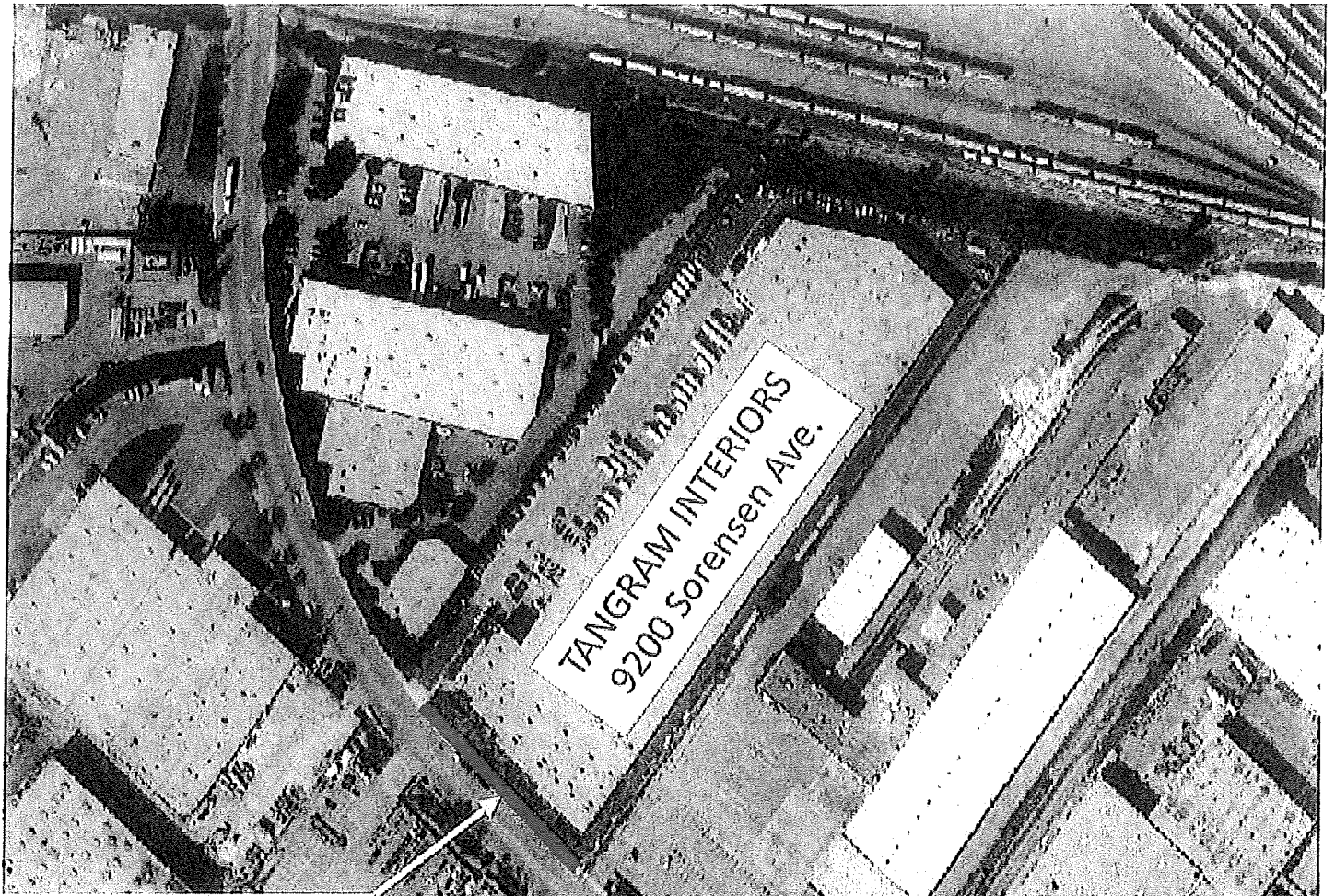
How can we open a dialogue on this expediently?

Thanks,

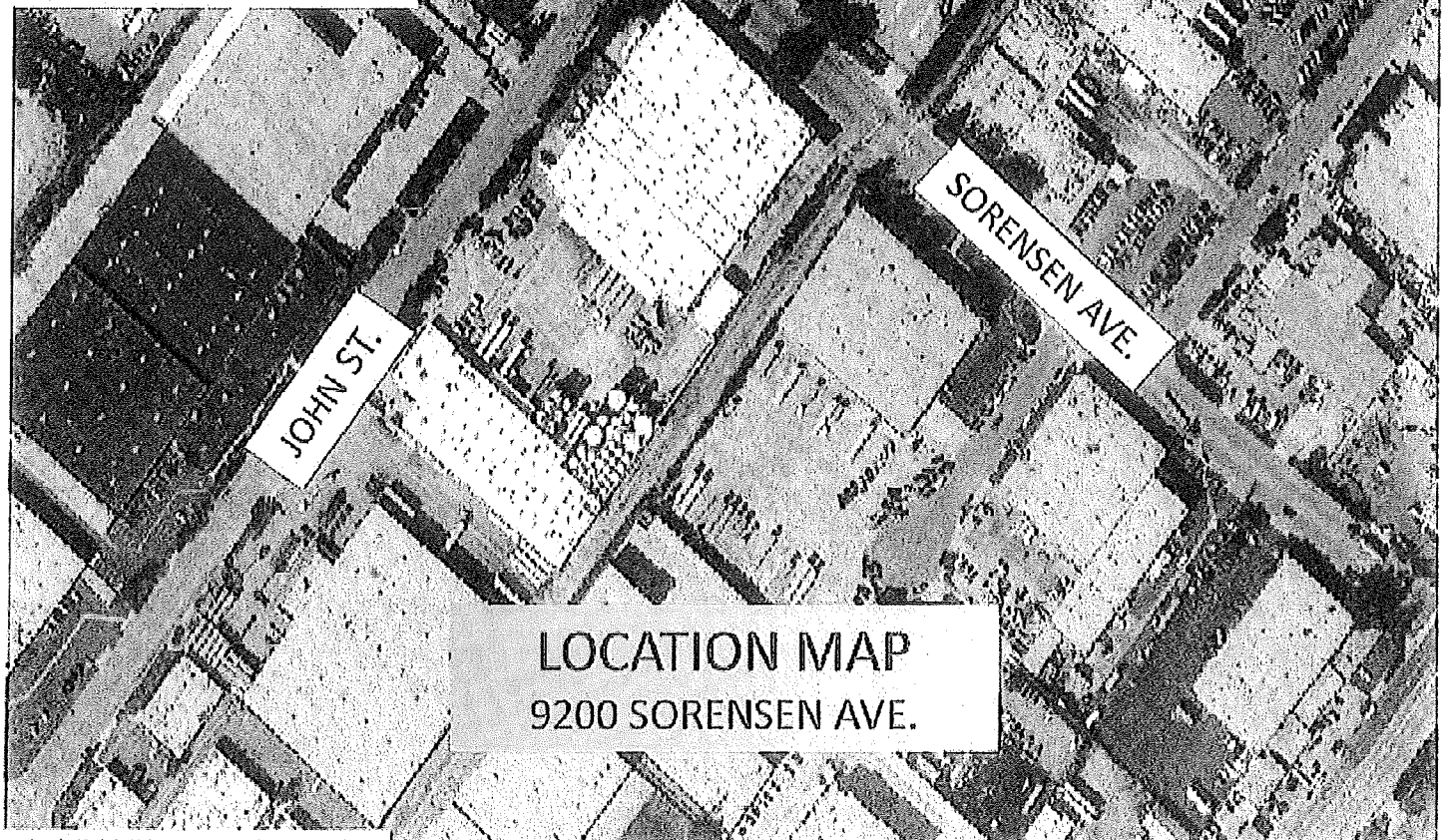
W

Wendy Meador Business Intelligence Manager
tel: 562.365.5322 // fax: 562.365.5323

9200 Sorensen Avenue, Santa Fe Springs, CA 90670



AREA OF PROPOSED
NSAT REMOVAL





City of Santa Fe Springs

City Council Meeting

August 14, 2014

NEW BUSINESS

Soaring Dreams Plaza Restoration Project - Authorization to Advertise

RECOMMENDATION

That the City Council authorize the City Engineer to advertise for construction bids for the Soaring Dreams Plaza Restoration Project.

BACKGROUND

At the July 10, 2014 meeting, the City Council approved a restoration plan for the Soaring Dreams Plaza. The plans, specifications, and bid documents have been completed, and the Public Works Department is ready to advertise for construction bids for this project.

The proposed schedule for the Soaring Dreams Plaza Restoration Project is:

08/14/2014	City Council authorizes RFB
09/16/2014	Bid Submittal Deadline
10/09/2014	City Council awards Contract
10/27/2014	Notice to Proceed (30 working days)
12/08/2014	Project Completed

The project involves:

1. Restore Soaring Dreams plaza in the current location;
2. Eliminate the water feature;
3. Install access for disabled visitors; and
4. Install lighting to illuminate the sculptures.

The project plans and specifications are complete and the Public Works Department is ready to advertise for construction bids for this project, upon City Council approval of the plans and specifications. A copy of the plans and specifications are on file with the City Clerk and are available for public review.

FISCAL IMPACT

The total estimated cost of the restoration project including engineering, inspection overhead, and contingency is approximately \$225,000. The CIP Subcommittee recommended the following funding sources for the Soaring Dreams Plaza Restoration Project:

1. The insurance claim settlement (\$111,000)
2. The Art Fund (\$50,000)
3. Capital Improvement Plan (CIP) – Bond Funds (\$64,000)

Report Submitted By: Noe Negrete, Director
Department of Public Works


A handwritten signature in dark ink, appearing to be "N" or "M" with a flourish.

Date of Report: August 6, 2014

Staff will appropriate funding for the project at the time a contract is awarded to construct improvements.

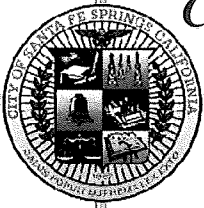
INFRASTRUCTURE IMPACT

The restoration of the Soaring Dreams Plaza will protect the artwork and reduce the City's maintenance costs.



Thaddeus McCormack
City Manager

Attachment:
None



City of Santa Fe Springs

City Council Meeting

August 14, 2014

NEW BUSINESS

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

RECOMMENDATION

That the City Council: 1). Approve the FY 2014-16 Memorandum of Understanding with the SFSFFA; and 2). Authorize the Mayor to execute said agreement.

BACKGROUND

Negotiations with the SFSFFA (representing safety employees) has concluded and an agreement has been reached with the group. Members of the SFSFFA are in the process of ratifying the agreement.

The most notable highlights in the proposed FY2014-16 MOU are:

- 1) A one-time, non-PERSable, lump sum dollar amount (\$2,300) to be provided to each member of the Association, in recognition of the employees' willingness and efforts to assist the City during difficult financial conditions.
- 2) Contributions to medical premiums will be increased by 1% on January 1, 2015, and by the CPI index, not to exceed 3% on January 1, 2016.

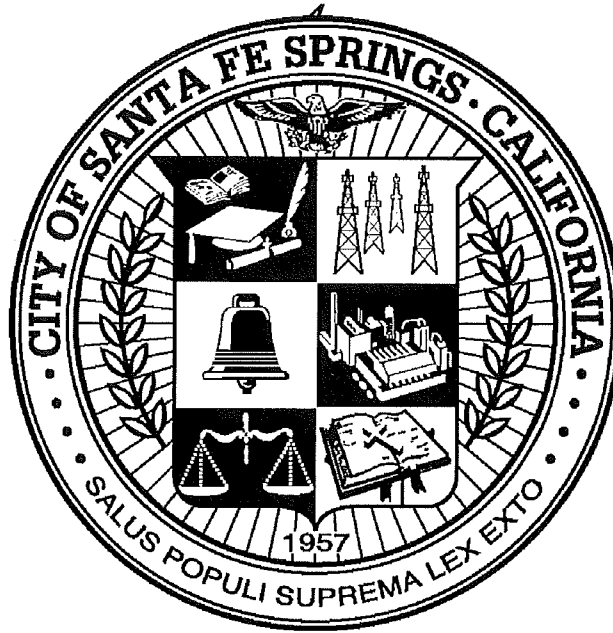
FISCAL IMPACT

The estimated cost associated with the SFSFFA MOU is \$121,900 per year for FY 2014-15 and FY 2015-16. Funding for the MOU is available in the PERS Stabilization Fund (Employee Benefits Fund) established as part of the 2013-14 final budget included in the FY 2014-15 and FY 2015-16 approved budget.

A handwritten signature in black ink, appearing to read "Thaddeus McCormack".

Thaddeus McCormack
City Manager

Attachment:
2014-16 SFSFFA MOU



MEMORANDUM OF UNDERSTANDING

between the

CITY OF SANTA FE SPRINGS

and the

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

July 1, 2014 – June 30, 2016

Table of Contents

Preamble	1
Article I. Recognition and Rights	1
Section 1. Representation and Duration	1
Section 2. Recognition	1
Section 3. Release Time.....	1
Section 4. Labor Relations Committee	2
Section 5. Bulletin Board Space	2
Article II. Management Rights	2
Section 1. General Provision	2
Section 2. Disciplinary Action and Employment Separations.....	3
Section 3. Re-Opener	3
Section 4. Waiver.....	3
Article III. Work Period, Hours and Staffing.....	3
Section 1. Work Period - 24 Hour Shift Schedule	4
Section 2. Work Period - Not on 24 Hour Shift Schedule	4
Section 3. Work Schedule – Suppression Employees	4
Section 4. Suppression Staffing	4
Section 5. Station and Shift Transfer and Bid System.....	5
Section 6. Modified Duty.....	6
Article IV. Wages and Compensation.....	7
Section 1. Pay Plan	7
Section 2. Wages.....	7
Section 3. Paramedic Pay Rate	8
Section 4. Educational Pay	9
Section 5. Masters Degree Incentive	10
Section 6. Educational Pay – Urban Search and Rescue (US&R) Stipend	10
Section 7. Special Assignment Pay – Hazardous Materials Specialist Stipend	11
Section 8. Special Assignment Pay - Bilingual	11
Section 9. Special Assignment Pay – Scott Air Pac Testing and Maintenance.....	11
Section 10. Special Assignment Pay - Administrative Captain.....	11
Section 11. Special Assignment Pay - Emergency Medical Services Coordinator	12
Section 12. Special Assignment Pay - Underground Storage Tank UST Inspections.....	12
Section 13. Acting Pay – Firefighter/Paramedic	12

Section 14. Acting Pay - Time Exchanges	12
Section 15. Excellence in Performance Pay	12
Section 16. Longevity Pay	13
Section 17. Temporary Pay	13
Section 18. Physical Fitness Incentive Program	13
Section 19. Standby Compensation	13
Section 20. Overtime Compensation	14
Section 21. Time Exchanges	14
Section 22. Call Back Compensation	14
Section 23. Deferred Compensation Program	15
Section 24. Cost of Living Data	15
Article V. Retirement Benefits	15
Section 1. Retirement Plan	15
Section 2. Sick Leave Cash Out and Sick Leave Credit	18
Section 3. Sick Leave Cash Out at Retirement	18
Article VI. Health and Other Insurance Benefits	18
Section 1. Health Insurance	18
Section 2. Dental Insurance	19
Section 3. Vision Plan	19
Section 4. Life Insurance	19
Section 5. Long Term Disability Insurance	20
Section 6. Physical Examination	20
Article VII. Leave Benefits	21
Section 1. Bereavement Leave	21
Section 2. Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA) ..	21
Section 3. Flexible Leave	21
Section 4. Holidays	21
Section 5. Jury or Witness Duty	22
Section 6. Leaves of Absence	22
Section 7. Kin Care Leave	22
Section 8. Military Leave	22
Section 9. Sick Leave	23
Section 10. Vacation	23
Section 11. Critical Family Leave	26
Section 12. Leave Usage for National Marrow Donor Program (NMDP)	26
Section 13. Voluntary Vacation and Flexible Leave Time Donation	26
Section 14. Family School Leave	26
Article VIII. Additional Benefits	27

Section 1. Tuition Reimbursement	27
Section 2. Uniforms	27
Section 3. Credit Union	27
Section 4. Employee Personal Computer Purchase Plan	28
Section 5. Section 125 Program.....	28
Section 6. Employee Assistance Program	28
Article IX. Appointments, Promotions and Acting Assignments.....	28
Section 1. Appointment – Probationary Status.....	28
Section 2. Promotional Appointments	28
Section 3. Promotion of Firefighter/Paramedic to Engineer.....	29
Section 4. Acting Assignments.....	29
Section 5. Temporary and Conditional Appointments	30
Section 6. Promotions – Educational Requirements.....	30
Section 7. Appointment – Due to Disability	30
Section 8. Veteran’s Preference	31
Section 9. Eligibility Lists – Certification	31
Article X. Employment Policies.....	31
Section 1. Alcohol and Drugs	32
Section 2. Electronic Media.....	32
Section 3. Harassment, Discrimination and Retaliation	32
Section 4. Workplace Safety/Security	33
Section 5. Workplace Safety, Security, Inspection and Access.....	33
Section 6. Tuberculosis (TB) Testing	33
Section 7. Blood-borne Pathogens and Hepatitis B Vaccinations	33
Section 8. Additional Employment.....	34
Section 9. Gambling.....	34
Section 10. Gifts and Gratuities	34
Section 11. Use of City Vehicles	35
Section 12. No Smoking in City Vehicles	35
Section 13. Driver’s License.....	35
Section 14. Use of Personal Vehicles	35
Section 15. Bids for City Jobs	35
Section 16. Political Activities of Employees	36
Article XI. Working Conditions	36
Section 1. Injury and Illness Prevention Program	36
Section 2. Training.....	37
Article XII. Layoff and Reductions in Force.....	37
Section 1. Layoff and Reductions in Force.....	37

Section 2. Seniority and Bumping Rights.....	37
Section 3. Layoffs – Call-backs	38
Article XIII. Appeal and Grievance Rights and Procedures	38
Section 1. Appeal Process.....	38
Section 2. Informal Hearing Procedure	38
Section 3. Formal Hearing Procedure:.....	39
Article XIV. Other Legal Clauses	43
Section 1. Non-discrimination	43
Section 2. Severability	43
Section 3. Strikes, Work Stoppages and Slowdowns	43
Section 4. Applicability of Memorandum of Understanding	43
Section 5. Acknowledgement	44
Section 6. Ratification and Execution.....	44
APPENDIX	
Alcohol and Drug Abuse Policy.....	A
Electronic Media Policy	B
Harassment Policy	C
Injury and Illness Prevention Program Policy Statement.....	D
Military Leave Policy.....	E
Physical Fitness Standards.....	F
Workplace Violence/Security Policy.....	G

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 Firefighters 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) and shall remain in full force and effect between the dates of July 1, 2012 and June 30, 2014.

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 following job titles are represented by the Association: Firefighter, Firefighter Paramedic (Trainee/I/II), Fire Engineer, Fire Captain, Fire Protection Inspector I/II, Environmental Protection Inspector I/II, Environmental Protection Specialist, Environmental Protection Specialist/CPE, Fire/Housing Inspector I and Deputy Director of Environmental Services. The City shall recognize its obligations under this MOU, the Meyers-Milias-Brown Act, the Government Code Section 3500, et seq.

Effective October 1, 2013, the Association will also represent the Chief Officers Unit, which includes the Fire Chief and the Fire Division Chiefs. Unless stated otherwise in this Memorandum of Understanding, Fire Division Chiefs will be provided with the same salary and compensation package that will be provided to fire safety employees (PPPM2-1.2).

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.

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, 2014, 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 Division 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 Division Chief, four Captains, four Engineers, two Firefighter/Paramedics and four Firefighters per shift.

The 2012-14 MOU staffing reduction of two members per shift shall sunset on June 30, 2016, subject to the following: The City agrees to discuss the minimum staffing levels with the Firefighters Association no later than June 30, 2016. In the event an agreement has not been reached regarding this issue by the expiration of the MOU, the Association agrees that the reduced staffing levels will continue until an alternate agreement is reached.

Should any additional viable source of City revenue become available during the term of this MOU, the City agrees to evaluate the possibility of relieving any portion of any concessions provided by the Association in this MOU. Additionally, at the conclusion of the 2014-15 fiscal year, the City agrees to meet with the Association to communicate an update on the state of the City.

Upon the Association's request, the City agrees to meet with the Association in anticipation of any Council action regarding the City's general fund reserve policy.

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 Division 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 Division 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 Division 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

Effective July 1, 2014, the salary range of each classification represented by this Agreement is set forth in the table below.

	A	B	C	D	E	F	G	H	I	J
Fire Chief	10080	10636	11221	11839	12491					
Fire Division Chief	9176	9640	10127	10619	11153	10462				
Fire Captain	7457	7850	8284	8713	9189					
Fire Engineer	6403	6738	7101	7457	7853					
Firefighter/Paramedic II	6034	6244	6451	6660	6866	7073	7286	7494	7700	7911
Firefighter/Paramedic I	5719	5918	6114	6312	6509	6705	6907	7104	7300	7498
Firefighter/Paramedic Trainee	5421	5609	5796	6037	6169	6357	6546	6734	6918	7108
Firefighter	5139	5316	5494	5672	5847	6025	6205	6382	6558	6738
Deputy Director of Environmental Services	8788	9271	9779	10317	10885					

Deputy Fire Marshall	7466	7877	8310	8768	9252					
Environmental Protection Specialist/CPE	7877	8295	8734	9196	9686					
Environmental Protection Specialist	7096	7473	7866	8284	8724					
Fire Protection Inspector II	6754	7101	7470	7853	8261					
Environmental Protection Inspector II	6403	6738	7101	7457	7853					
Environmental Protection Inspector I	5505	5794	6097	6417	6754					
Fire Protection Inspector I Fire/Housing Inspector I	5505	5794	6097	6417	6754					

Upon certification by the Fire Chief that the employee's performance has been satisfactory or above, an employee receiving less than the maximum rate of base pay within the assigned range for the above classifications may be given a merit salary adjustment upon approval by the City Manager. A full time employee is eligible for this adjustment upon completion of 6 months services each in Steps A and in Step B and 1 year service each in Steps C and D. The Firefighter classification is eligible for this adjustment upon completion of 6 months service each in Steps A,B,C,D,E,F,G,H,I. (PPPM 2-2.1b)

Upon recommendation of the Fire Chief, the City Manager may appoint probationary Firefighters above Step A if they exceed minimum qualification requirements (education and experience) at time of appointment.

Section 3. Paramedic Pay Rate

The City shall establish classifications with corresponding salary ranges for the following positions: Firefighter/Paramedic Trainee, Firefighter/Paramedic I and Firefighter/Paramedic II. These classifications shall be considered equivalent to the Firefighter classification in terms of rank, authority and privileges in the chain of command.

The City shall promote a safety employee who enters paramedic training as a Firefighter/Paramedic Trainee, effective the first day of school. The City shall promote a Firefighter/Paramedic Trainee to Firefighter/Paramedic I after one year of service as a certified Firefighter/Paramedic. The City shall promote a Firefighter/Paramedic I to Firefighter/Paramedic II upon recertification and completion of one year of service as a Firefighter/Paramedic I. Any Firefighter/Paramedic who does not maintain their certification will not be allowed to serve as a Firefighter/Paramedic and will be reverted back to the Firefighter classification until such time as the employee is recertified as a Paramedic.

Firefighter/Paramedics in any of the above three classifications, who are promoted to Fire Captain or Fire Engineer and maintain their Paramedic Certifications shall receive a monthly stipend of \$250. Those who receive the stipend will be expected to use their paramedic skills whenever necessary but most regularly when assigned to the Paramedic Assessment Unit. Failure to maintain the paramedic certification will result in the termination of the stipend. (Side Letter #3 MOU 2007-10)

Effective November 1, 2013, a Firefighter who has acquired a valid Paramedic license at his own time and expense, may be appointed as a Firefighter Paramedic Trainee at the sole discretion of the City.

Upon recommendation of the Fire Chief and approval of the City Manager, a Firefighter/Paramedic Trainee may be assigned as a Firefighter/Paramedic I after one year as a Firefighter/Paramedic Trainee with the City. A Firefighter/Paramedic I may be assigned as a Firefighter/Paramedic II after one year experience as a Firefighter/Paramedic I with the City.

Effective November 1, 2013, any Fire suppression employees not regularly assigned to Paramedic duties who maintain their Paramedic license and local accreditation may receive a monthly stipend of \$250, upon recommendation of the Fire Chief and approval of the City Manager. (Side Letter #1 MOU 2012-14 MOU)

Section 4. Educational Pay

Pending a final, written determination by CalPERS regarding the eligibility of the Educational Pay incentive as special compensation, the City will provide Temporary Longevity Pay for Suppression, as included in Longevity sections of the following table:

Special Compensation Table Fire Suppression, Prevention & Environmental Employees (Percentages apply to base salary)						
Section A -- Fitness Pay	Without Fitness Pay 0%			With Fitness Pay 5.5%		
Section B -- Special Comp. Increments						
	None	BA/BS, Chief Officer Certificate, or Environmental Certificate	BA/BS, or Chief Officer Certificate, and Environmental Certificate	None	BA/BS, Chief Officer Certificate, or Environmental Certificate	BA/BS, or Chief Officer Certificate, and Environmental Certificate
As titled in columns		3.00%	3.09%		3.17%	3.26%
Section C -- Longevity						
<i>MOU Article IV, Sections 4,5 Longevity Pay</i>						
Step 1 @ 5 years	3.00%	3.09%	3.18%	3.17%	3.26%	3.36%
Step 2 @ 8 years	6.00%	6.18%	6.37%	6.33%	6.52%	6.72%
Step 3 @ 12 years	9.18%	9.46%	9.74%	9.68%	9.98%	10.27%
Step 4 @ 16 years	12.36%	12.73%	13.11%	13.04%	13.43%	13.83%
Step 5 @ 19 years	15.73%	16.20%	16.69%	16.60%	17.09%	17.61%
Step 6 @ 22 years	19.10%	19.67%	20.26%	20.15%	20.76%	21.38%

Step 7 @ 25 years	22.67%	23.35%	24.05%		23.92%	24.63%	25.37%
<p>Note: This list is not intended to be inclusive of other forms of Special Compensation.</p> <p>Calculation Instructions:</p> <ol style="list-style-type: none"> 1. From Salary Table (Article IV), locate range/step to corresponding class/title to verify base pay for employee. 2. In Section A, determine which portion of table corresponds to employee; "with fitness" pay or "without fitness" pay. Only if employee is eligible for fitness pay, multiply base pay by 5.5%. 3. In Section B, identify applicable incentive pay type(s) and percentage(s) on table and multiply base pay by each special compensation percentage. 4. In Section C, identify Section B applicable special compensation increment(s). Among the applicable column(s) in Section B, select the column furthest to the right and follow downward into Section C, multiplying the base salary by the corresponding longevity step. 5. Add the amounts calculated above from Sections A, B, & C to the base pay. 							

Individual Fire Prevention and Environmental Services employees will retain any educational or certificate pay that they are currently receiving during the term of this MOU. No additional educational or certificate pay will be granted to Fire Prevention and Environmental Services employees during the term of this MOU. Employees in, promoted or hired into positions in Fire Prevention and Environmental Services will only be eligible for longevity pay adjustments as indicated in Section C of the above table. They are NOT eligible for Special Compensation Increments indicated in Section B of the above table.

If it is determined that the City's Educational Pay Incentive Program (EPIP) qualifies as special compensation as defined by CalPERS, the City will reinstate the EPIP effective the following month a decision is rendered or as soon as practical. At that time, the benefit provided in this section will be null and void, as with the above Special Compensation Table. Both the City and the Association acknowledge that anyone who benefits from the temporary suspension of EPIP and the implementation of the above Temporary Longevity Pay Program may prospectively lose the temporary longevity pay once a determination about EPIP's qualification as special compensation has been made.(Side Letter #3, MOU 2007-10)

Section 5. Masters Degree Incentive

Employees in the Fire Management Unit (Fire Chief and Fire Division Chiefs) who have a Masters Degree from an accredited university, shall receive a 5% incentive. This incentive is a stand-alone benefit and replaces the Bachelor degree incentive in above Section 4.

Section 6. Educational Pay – Urban Search and Rescue (US&R) Stipend

The City shall pay \$75 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)

Effective 07/01/07, the US&R Stipend was increased from \$75 to \$125 per month. Effective 07/01/08, the US&R Stipend was increased from \$125 to \$175 per month.

Effective 07/04/11, the USAR Stipend will be increased from \$175 to \$250 per month. This will be applied as a true stipend and will not be used as a basis for the hourly and overtime rates.

Section 7. 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 8. Special Assignment Pay - Bilingual

Bilingual pay may be paid to Firefighter, Firefighter/Paramedic, Engineer and Captain. To receive compensation, employees must be tested. Compensation is granted at the level designated:

	<u>Test</u>
Level 1 - ability to speak and understand basic Spanish, \$100/month	Oral test every 2 years
Level 2 - ability to speak and understand Spanish fluently, \$175/month	Oral test every 4 years
Level 3 - ability to speak, understand, read, write and translate Spanish fluently, \$250/month	Oral and written test every 4 years

The City shall designate one position in Fire Prevention and one position in Environmental Protection to be on the approved list of positions recognized by the City to receive bilingual pay. Each of these two positions will be eligible for bilingual pay up to Level 2 upon Department Head recommendation and successful completion of the bilingual testing process. (PPPM 2-2.5c, MOU 04-05)

Section 9. Special Assignment Pay – Scott Air Pac Testing and Maintenance

The City shall pay \$200 per month to one safety employee with an Air-Pac Coordinator Certificate and \$100 per month to one safety employee with an Air-Pac 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 10. Special Assignment Pay - Administrative Captain

The City shall pay \$100 per month to three 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 Division 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 11. Special Assignment Pay - Emergency Medical Services Coordinator

The Fire Chief may assign one Emergency Medical Services (EMS) Coordinator who will receive an EMS Coordinator stipend of \$200 per month. (*04-05 MOU*)

Section 12. Special Assignment Pay - Underground Storage Tank UST Inspections

Up to three safety employees assigned to the Environmental Protection Division who obtain, maintain and utilize UST Inspection certification in the scope of their employment will be eligible for a \$200/month UST stipend. (*05-07 MOU*)

Effective 07/01/07, the Underground Storage tank (UST) Inspector Stipend was increased from \$200 to \$225. Effective 07/01/08, the Underground Storage Tank (UST) Inspector Stipend was increased from \$225 to \$250. (*MOU 2007-10*)

Section 13. Acting Pay – Firefighter/Paramedic

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

Section 14. Acting Pay - Time Exchanges

An employee working in an acting position will receive credit for acting pay when time exchanges occur with a qualified relief. If the time exchange is with someone not qualified, the employee will not receive acting pay, and another qualified relief person will move into the acting position. Time exchanges shall not cause additional acting pay. When a time exchange occurs out of rank with someone who is not qualified to act in that position on a voluntary basis, a qualified relief shall move into the acting position without receiving acting pay. It is understood that, in order to maintain a flexible time exchange policy, anyone who does not wish to work in an acting position without compensation because of time exchanges will notify their Division Chief and the Firefighter's Association. (*1980-81 MOU, PPPM 2-2.2c*)

Section 15. Excellence in Performance Pay

The City Manager may approve a 5 ½% incentive payment to the rate of base pay to recognize excellence in performance. Continuance of pay is reviewed annually and is measured against predetermined goals and objectives. (*PPPM 2-2.3*)

Section 16. Longevity Pay

Longevity Pay has been incorporated with Article IV, Section 4, and is hereby suspended until the resolution of EPIP as special compensation (Side Letter #3 MOU 2007-10).

Section 17. Temporary Pay

Temporary appointments will result in a one-step pay increase for the appointee. During the period of the appointment, the appointee will receive all other pay and benefits for which the employee would be entitled in the permanent classification. No merit step increases will be granted in the range for the temporary appointment. However, if a permanent employee receives a temporary appointment to a higher classification, e.g., permanent firefighter to temporary engineer, the employee is entitled to any step increases or supplemental benefits to which they would have been entitled in their previous classification, or to which regular appointees would otherwise be entitled. (PPPM2-2.13)

Section 18. Physical Fitness Incentive Program

A full-time employee is eligible for physical fitness pay upon satisfactory completion of the first six months of the employee's probationary period, passage of the annual physical fitness test, and certification as a non-smoker. The eligible employee is entitled to the "P" step, which is a 5 ½% salary adjustment. Employees who violate the non-smoking agreement are subject to disciplinary action which includes, but is not limited to, the temporary or permanent loss of physical fitness pay. If an employee cannot perform one or more of the methods of testing due to a disability, alternative procedures will be selected to measure the employee's fitness level. An employee shall not lose the incentive due to a physician-certified illness, injury or approved leave. An employee absent from the certification test due to the above reasons shall, upon return to regular work, be scheduled for the test within 10 shifts of return to regular duty. If an employee is unable to perform a portion of the certification test due to a physical limitation caused by something other than fitness, an industrial medical provider or other agreed upon medical consultants will confirm the limitation and identify alternative methods of testing or certify an exemption in that area.

The tests shall be administered to shifts while on duty. Employees failing the annual certification test will lose the incentive pay. An employee failing a particular testing alternative may choose to be retested or tested on one of the other alternatives during that same shift and if the Human Resources staff is available to monitor the test. A retake of the test will be offered two and six months following the annual certification test. Passage at one of those points will result in payment of the incentive for the remainder of the one year.

Age standards will be applied on the date the test is administered, for any test including a retest.

Participation in this fitness incentive program is optional and is not required of employees. (See Appendix for Physical Fitness Standards) (Res. #5969; 88-89 MOU, PPPM 2-2.7b)

Section 19. Standby Compensation

An employee required to be available for emergency service between the end of their work day and the beginning of the next work day will be paid \$35.00 for each standby period. They must be available for immediate response to a telephone call or a page. Employees who are on standby and

who are called back to duty shall receive standby pay and call back pay. Safety personnel must report to the incident within 1 hour. (80-81, 99-00, 05-07 MOU, PPPM 2-2.10a)

Section 20. Overtime Compensation

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

The Fire Chief and Fire Division Chiefs are considered exempt from the overtime provisions of the Fair Labor Standards Act. Only Division 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 Division 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.

Section 21. Time Exchanges

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

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

Section 22. Call Back Compensation

Employees called back to work shall receive a minimum of 4 hours pay. If a second call back of the same employee occurs within the four hours of the first call back, additional call back pay is not allowed. If the second call back occurs after four hours have elapsed since the first call back, it shall be treated as a new incident and the employee shall receive a minimum of four hours pay. After three hours of call back, all hours, including the first three, will be paid at time and one-half (1/2). Scheduled work, even though not during normal working hours, shall not qualify for call back pay. (PPPM 2-2.11)

Section 23. Deferred Compensation Program

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

The City matches contributions by members of the Association to the City's Deferred Compensation plan at a rate of 1:1 up to a maximum of 3% of annual salary. To receive the City's 3%, the employee must contribute 3% at a minimum. Specifics concerning program application and investment options change periodically. The most current information can be obtained from Human Resources. (81-82, 86-87, 88-89, 91-92, 94-95, 05-06 MOU, PPPM 2-5.1)

On or around the second payday in August 2014, the City will contribute \$2,300 (non-PERSable) to each represented employees' deferred compensation account or pay cash in lieu as a lump sum. (employee's choice).

On or around the second payday in July 2015, the City will contribute \$2,300 (non-PERSable) to each represented employees' deferred compensation account or pay cash in lieu as a lump sum. (employee's choice).

Section 24. Cost of Living Data

Cost of living data shall consist of the March to March change in the All Urban Consumer Price Index issued by the department of Labor, Bureau of Labor Statistics for the Los Angeles/Riverside/Orange County Area. (PPPM 7-4.2)

Article V. **Retirement Benefits**

Section 1. Retirement Plan

Tier 1: Employees hired before November 19, 2012:

The employee's 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 compensation to the California Public Employees Retirement System (CalPERS). The plan provides for normal retirement benefits, disability retirement benefits, and benefits for survivors. Retirement benefits are computed on the basis of years of credited service and single highest year of compensation. For safety employees, the "normal" retirement age upon which calculations are based is 50. Minimum retirement age is 50. The basic unmodified retirement allowance at age 50 can be calculated by multiplying the number of years of credited service by 3%. The maximum retirement benefit is 90%. This plan is commonly known as "3% @ 50". (81-82; 01-04 MOU; PPPM 2-4.1)

In addition, the Fourth Level of 1959 Survivor Benefits is provided through the PERS Retirement System. This level of benefits provides a monthly sum to the families of members who die prior to retirement. (PPPM 2-4.4)

Summary of CalPERS Contract

Provision	Description
Social Security Coverage	N/A – City does not have Social Security Coverage.
Retirement Coverage Formula	3% @ 50
Employee Contribution Rate	9% of all earnings (exclusive of overtime). Fully paid by the City as Employer Paid Member Contribution (EPMC).
Employer Contribution Rate	Varies year to year.
Final Compensation 1 Year	Final compensation is the average full-time monthly pay rate for the highest 12 consecutive months. If service is coordinated with social security, the final compensation will be reduced by \$133.33.
Sick Leave Credit	Any unused sick leave days will be converted to service credit at the rate of .0004 years of services for each day of sick leave provided there are less than 120 days between the member's separation date and retirement date.
Military Stats 76	A member may elect to purchase up to four years of service credit for any continuous active military or merchant marine service prior to employment.
COLA 2%	Beginning the 2 nd calendar year after the year of retirement, retirement and survivor allowances will be annually adjusted on a compounded basis of 2% maximum. However, the adjustment may not be greater than the Consumer Price Index.
2 Years Additional Service	Members who retire within a specified window period receive two additional years of service credit.
Retired Death Benefit \$500	Upon the death of a retiree, a one-time lump sum payment of \$500 will be made to the retiree's designated survivor, or to the retiree's estate.
Death benefit Continues	The death benefits paid to a spouse of a member who died prior to retirement will continue in full should the spouse or registered

	domestic partner remarry.
Prior Service Credit	This is service rendered by the employee prior to the effective date of the contract with CalPERS.
Service Credit Purchase Pretax	Employees who make payments by payroll deduction for service credit purchases may defer state and federal income taxes in accordance with IRC 414 (h) (2).
1959 Survivor Benefit Level 4	This benefit is for members who are not covered by social security. The 4 th level of 1959 Survivor Benefit is a monthly allowance of \$950, \$1,900 or \$2,280 depending on the number of eligible survivors.
Post Retirement Survivor Allowance (PRSA) 50%	Upon the death of a retiree, the post-retirement survivor allowance (PRSA), 50% of the unmodified allowance, will continue to an eligible survivor.
Post Retirement Survivor Allowance (PRSA) Continues	The post-retirement survivor allowance (PRSA) payable to surviving spouses or registered domestic partners upon the death of a retiree will not cease upon remarriage of the surviving spouse or registered domestic partner.
Contract exclusions (Identified as those positions that are not eligible for PERS retirement credit)	All hourly rated or hourly based employees.

Effective July 1, 2013, all first tier employees in the bargaining unit shall contribute nine percent (9%) of salary on a cost sharing agreement.

Tier 2 – Classic Members:

Employees hired between November 19, 2012 and December 31, 2012, or those who meet the CalPERS definition of a Tier 2- Classic member, will be provided the following pension benefit:

Retirement Contract Formula – 3% @ 55 Safety Formula

Pension Base – highest 36 months

Unless otherwise specified, all applicable optional benefits as provided to those hired before 01/01/12 (Tier 1)

Member Contribution – 4.0% (5.0% EPMC)

Effective November 19, 2012, all new employees in the bargaining unit shall pay their full PERS member contribution (known as EPMC - 9% for safety).

Tier 2 – PEPRA Members:

Employees hired on or after January 1, 2013, or those who meet the CalPERS definition of a Tier 2 – PEPRA member, will be provided the following pension benefit:

Retirement Contract Benefit – 2.7% at 57 Safety Formula

Pension Base – highest 36 months

Membership contribution: 50% of normal cost as determined by CalPERS

Section 2. Sick Leave Cash Out and Sick Leave Credit

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

Section 3. 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

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.

If a safety employee is currently enrolled in a City provided medical plan and can provide proof of adequate insurance elsewhere with another carrier, they can drop out of their City plan. The City will split (50%/50%, never to exceed the cap with escalator) the cost of the plan they are in. This split cost will be rebated monthly to the employee. If a current employee as of July 2, 2001 goes from an HMO to PERS Care, they must remain in PERS Care a minimum of one year before they are eligible for the spouse/registered domestic partner opt out program.

An employee who is vested in PERS & retires from the City is eligible for medical coverage through retirement. The City pays the insurance premium. Employees hired after July 1, 2004 will only be entitled to receive retiree medical benefits if they retire from the City under a disability retirement or after having served the City for no less than 10 years. The City will pay CalPERS mandated health benefit contributions for employees who retire with less than 10 years of City service.

The City will assume the financial and administrative responsibility for PORAC dues for safety employees and affected safety retirees. (91-92, 01-02, 05-07 MOU; PPPM 2-3.1a)

Tier 1: for Employees Hired Before 11/19/12 or as permitted by CalPERS:

The full-time medical benefit that the City will pay for medical insurance premiums for employees and eligible dependents will be capped at \$1,376.22 per month effective January 1, 2014.

Effective January 1, 2015, the medical cap will be increased to \$1,389.98. Effective January 1, 2016, the medical cap will be adjusted by the Consumer Price Index, Department of Labor's Bureau of Statistics, All Urban Consumers, March 2014 to March 2015 to a maximum of 3.0%.

Tier 2 (Classic and PEPR) for Employees Hired On or After 11/19/12 or as permitted by CalPERS:

The City will contribute a maximum of \$1,000 per month for medical insurance premiums for employees, retirees and their eligible dependents.

Effective January 1, 2015, the medical cap will be increased to \$1,010. Effective January 1, 2016, the medical cap will be adjusted by the Consumer Price Index, Department of Labor's Bureau of Statistics, All Urban Consumers, March 2014 to March 2015 to a maximum of 3.0%.

This increase in medical premium caps does not represent an ongoing commitment for future year medical increases for Tier 1, Tier 2-Classic or Tier 2-PEPR employees.

Section 2. Dental Insurance

Dental insurance is provided to all employees, spouses, registered domestic partners, and dependents. The maximum annual dental benefit is \$2,000. An open enrollment period is held annually in May to permit employees to change plans and add/delete dependents. Retired safety employees may continue dental coverage for self and spouse 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)

As soon as operationally feasible, but no sooner than September 1, 2012, employees who elect to receive Delta Premiere dental coverage shall contribute fifty (\$50) dollars per month towards the monthly premium.

Section 3. Vision Plan

The City has established a vision care plan for employees, spouses, registered domestic partners, & dependents up to age 21. There is a \$20 deductible for eye examinations & no deductible for frames, lenses, contact lenses, or vision therapy. The employee benefit cap is \$350 per fiscal year; the spouse, registered domestic partner & other dependents are capped at \$300 per person per fiscal year. Employees & 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 & eligible dependents are eligible for \$1,200 reimbursement. The laser surgery option does not extend the eligibility period for dependents. If the employee retires or resigns during the four-year reimbursement period, the employee is responsible for reimbursing the City the prorated difference for their self & 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 employee to receive a basic level of life insurance under a group policy. The basic amount specified in the group contract is \$50,000. Employee members must authorize payroll deduction for any premium costs related to policy coverage in excess of the basic amount (including dependent coverage). Retiree members of the Association may participate in the group policy coverage at their cost. (89-90 MOU; PPPM 2-3.3b)

The City agrees to review and discuss life insurance policy options to be brought forth by the Association that will not increase the current City cost of providing life insurance.

Section 5. Long Term Disability Insurance

This plan is administered by the California Association of Professional Firefighters. Employees are eligible for coverage upon hire. The actual effective date of enrollment is 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 Human Resources. (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

- | | |
|-------------------------------------|---------------------------|
| • New Year's Day | January 1 |
| • Martin Luther King Jr.'s Birthday | Third Monday in January |
| • Lincoln's Birthday | Second Monday in February |
| • President's Day | Third Monday in February |

- Cesar Chavez's Birthday March 31
- Memorial Day Last Monday in May
- Independence Day July 4
- Labor Day First Monday in September
- Veteran's Day November 11
- Thanksgiving Day Fourth Thursday in November
- Day after Thanksgiving Fourth Friday in November
- The day before Christmas from noon to 5:00 p.m., if Christmas falls on a day other than Saturday, Sunday or Monday
- Christmas Day December 25
- Day after Christmas, when Christmas falls on a Thursday
- Every day appointed by the President or Governor as a holiday

Safety employees not on a 24 hour shift schedule will be paid for the above holidays. Safety employees on a 24 hour schedule shall accumulate 6.25 shifts per year of vacation leave in lieu of holiday leave. (*Res. #5969, IX.3; 76-77, 83-84, 86-87, 92-93, 97-98, 05-07 MOU; PPPM 6-7.1*)

Section 5. Jury or Witness Duty

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

Section 6. Leaves of Absence

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

Section 7. 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 child, spouse, registered domestic partner or parent who is ill. Use of sick leave for this purpose is to be recorded on leave slips and turned in with employee time cards. Notice should be given for appointments seven days in advance. If emergencies arise, an exception can be made to this policy. (*PPPM 6-3.6*)

Section 8. Military Leave

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

Section 9. Sick Leave

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

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

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

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

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

Section 10. Vacation

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

<u>Years of Service</u>	<u>Annual Rate (hrs)</u>
0-1	80
1-2	90
2-3	100
3-4	110
4-5	120
5-6	124
6-7	128
7-8	132
8-9	136
9-10	140
10-11	144
11-12	148
12-13	152
13-14	156
14-15+	160
20+	168

Safety Employees on a 24 hour shift schedule will accrue vacation leave (inclusive of 6.25 hours of holiday leave) as follows:

<u>Years of Service</u>	<u>Shifts per Year</u>	<u>Hours per Year</u>	<u>Hours per Month</u>
0-1	11.250	270	22.50
1-2	11.875	285	23.75
2-3	12.500	300	25.00
3-4	13.125	315	26.25
4-5	13.750	330	27.50
5-6	14.000	336	28.00
6-7	14.250	342	28.50
7-8	14.500	348	29.00
8-9	14.750	354	29.50
9-10	15.000	360	30.00
10-11	15.250	366	30.50
11-12	15.500	372	31.00
12-13	15.750	378	31.50
13-14	16.000	384	32.00
14-15	16.250	390	32.50
15+	16.250	390	32.50
20+	16.583	398	33.17

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

<u>Date hired</u>	<u>1st through 15th</u>	<u>16th through end of month</u>
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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.
- Division Chiefs do not pick on the vacation schedule.
- Suppression employees have 36 hours of flex leave per fiscal year. Suppression employees must use available flex leave/ vacation. Qualified relief must be available to work.

An employee may cash-out, at straight time rates, a maximum of 3 shifts (72 hours) of accrued vacation after the employee has utilized 9 shifts (216 hours) each fiscal year. (*Res. #5969, IX.5; 76-77, 01-02, 05-06 MOU; PPPM 6-2.2, 6-2.2a, 6-2.3, 6-2.4, 6-2.5 and 6-2.6*)

Effective July 1, 2012, a second vacation bank with a starting balance of zero will be created for each full-time non-suppression employee. This second bank will be subject to a 240 hour "hard" cap, and will not allow accruals above 240 hours.

The first vacation bank will not accrue vacation leave hours and contain all vacation leave hours

accrued prior to July 1, 2012. Vacation hours used will be first deducted from the second vacation leave bank, then from the first vacation leave bank.

If vacation hours that cannot be taken because of the City's needs cause an employee's second vacation leave bank to reach the hard cap of 240 hours, those hours may be moved to the first vacation bank with the written recommendation of the Fire Chief, a review by the Human Resources Manager and approval by the City Manager.

The Labor Relations Committee will convene to discuss the implementation of a vacation cap for fire suppression personnel.

Section 11. Critical Family Leave

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

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

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

Section 13. Voluntary Vacation and Flexible Leave Time Donation

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

Section 14. Family School Leave

In accordance with the California Labor Code, an employee may take up to 40 hours per calendar year, not exceeding 8 hours in any calendar month, to participate in their children's school or license day care facility activities. The employee shall utilize vacation leave, flexible leave, or time off

without pay for this purpose. The employee shall give reasonable notice of the planned absence. The City may require the employee to provide documentation from the school or licensed day care facility as proof that they actually participated in the activities on the specified day at a particular time. (PPPM 6-2.6)

Article VIII.

Additional Benefits

Section 1. Tuition Reimbursement

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

Financial Partners Credit Union operates under State of California regulations. The City offers a payroll deduction plan for savings and repayment of loans. City employees serving on the Credit Union Board of Directors may attend Board meetings on City time provided they receive their supervisor's approval prior to each meeting. (*Memo from R. L. Williams*)

Section 4. 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 5. 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 6. Employee Assistance Program

The City contracts with The Counseling Team International to provide an Employee Assistance Program (EAP) for safety employees. Employees contact the EAP provider confidentially on an as-needed basis to schedule appointment(s) with a counselor. The Counseling Team International toll free number is 800-222-9691. A copy of the actual program description is on file in Human Resources. (*Administrative Action*)

Article IX.

Appointments, Promotions and Acting Assignments

Section 1. Appointment – Probationary Status

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

Section 2. Promotional Appointments

If a Temporary Firefighter, Firefighter, Firefighter/Paramedic, or Fire Engineer is promoted to a

higher classification as a result of another employee's separation from employment (resignation, termination, or retirement), and the promoted employee has served in a continuous temporary or conditional appointment, then upon promotion to the vacant position the employee will receive all rights and privileges of rank beginning at the date of their temporary appointment including time granted toward the one year probationary period. When an employee is promoted, the employee shall be entitled to the step in the new range which provides at least a 5 ½% increase. (04-05 MOU, 2-2.1d)

The individual standing first on any given closed promotional list should generally be appointed by the Fire Chief. The Fire Chief may recommend and appoint any candidate on the list irrespective of ranking subject to the approval by the City Manager. (PPPM 5.1)

Fire Department promotional eligibility lists will be tiered to a maximum of five points per tier, i.e., 90 – 95, 95 – 100, etc. It is within the Fire Chief's discretion to rank the list within tiers prior to any appointments being made from the eligibility list. (PPPM 4-6.3)

Section 3. Promotion of Firefighter/Paramedic to Engineer

A Firefighter/Paramedic promoted to Engineer will be placed in the Engineer salary range closest to his Firefighter step plus Paramedic pay differential. He/she will be utilized in the department as an Engineer/Relief Paramedic. Paramedic Proficiency pay will be retained until one of following occurs:

- The employee's salary step(s) increases to the point he/she would not lose pay due to the promotion; or
- The loss of certification due to failure in the recertification process or failure to meet standards established by Los Angeles County.

This section will also apply to those employees promoted from Engineer/Paramedic to Captain. (80-81 MOU, PPPM 2-2.4c)

Section 4. Acting Assignments

All short term vacancies occurring in the Engineer and the Captain classifications may be filled in the following order:

1. Highest on the eligibility list and assigned to the station where the vacancy occurs.
2. Highest on the eligibility list working that shift. This excludes those working overtime.
3. The employee determined "qualified to act" by the Division Chief and assigned to the station where the vacancy occurs.
4. The employee determined "qualified to act" by the Division Chief and assigned to the shift. (PPPM 5-4.2)

Section 5. Temporary and Conditional Appointments

To fill the position of a person who is absent and whose return to work is in question, a candidate on the eligibility list for a promotional position shall be appointed to a temporary position in that position. If after six months the disabled member's return is still in question and the appointee has received satisfactory performance evaluations, the appointee will receive a conditional appointment.

This appointment entitles the conditional appointee to all privileges of the rank, including time in grade and merit increases from the time the appointee first filled the position on a temporary basis. If a Firefighter, Firefighter/Paramedic, or Fire Engineer is promoted to a higher classification as a result of another employee's separation from employment (resignation, termination, or retirement), and the appointee has served continuously in the appointment then; upon promotion to the vacant position the employee will receive all rights and privileges of rank beginning at the date of their temporary appointment including time granted toward the one year probationary period. (*PPPM 5.1*)

Section 6. Promotions – Educational Requirements

The following are educational requirements for suppression personnel:

Classification	Education	Experience	License/Certification
Engineer	H.S./GED & 12 units in Fire Science	3 years as SFS Firefighter including Temporary	Class B or Firefighter Exempt, EMT-1, EMT-D, CPR
Captain	H.S./GED & 24 units in Fire Science & State Fire Officer Certification or AA/AS Fire Science	5 years as SFS Firefighter (2 of 5 as a Fire Engineer) or 7 years SFS Firefighter & on current Engineer Eligibility List or 10 years SFS Firefighter & past Engineer Eligibility List	Class B or Firefighter Exempt, EMT-1, EMT-D, CPR

The Fire Chief may find occasion to make alterations to these requirements when unusual conditions or extenuating circumstances warrant. Experience credit will not be counted for experience outside of the Santa Fe Springs Fire Department. (*PPPM 5-6.3*)

Section 7. Appointment – Due to Disability

Where an appointment is necessary to fill the position of a person who is absent due to a disability and whose return to work is in question, the following procedures will apply:

- A candidate on the existing eligibility list for that position shall be appointed on a temporary basis. The appointee will receive probationary and quarterly performance evaluations.
- The temporary appointee's appointment will become conditional, if after six months, the disabled member's return to work is still in question and the temporary appointee has

received satisfactory quarterly evaluations. This appointment shall entitle the appointee to all privileges of the rank, including time in grade and merit increases from the time the employee first filled the position on a temporary basis.

- Said conditional appointment shall become permanent in the event the disabled employee becomes permanent and stationary and is determined to be unable to return to work, or in the event any other permanent opening for that rank becomes available.
- Demotion of a conditional appointment will occur only when the injured employee returns to work and no permanent appointment opportunity becomes available in the succeeding six months.
- Temporary appointees who have not obtained conditional status are not entitled to retain the appointment or any of the privileges of the rank temporarily being filled.
- If a Firefighter, Firefighter/Paramedic, or Fire Engineer is promoted to a higher classification as a result of another employee's separation from employment (resignation, termination, or retirement), and the promoted employee has served in a continuous temporary and conditional appointment, then upon promotion to the vacant position, the employee will receive all rights and privileges of rank beginning the date of their temporary appointment including time in grade granted toward the one year probationary period. (PPPM 5-6.4)

Section 8. Veteran's Preference

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

Section 9. Eligibility Lists – Certification

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

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

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

Article X. **Employment Policies**

Section 1. Alcohol and Drugs

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

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

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

Section 2. Electronic Media

The City's Electronic Media policy outlines the use of the City's electronic mail (e-mail) system by all full-time and part-time employees, as well as elected officials, independent contractors, seasonal employees, and any vendors with authorized use of the City computer resources. (See Appendix for Electronic Media Policy revised as of 02-02-06) (*PPPM 7-8.1*)

Section 3. Harassment, Discrimination and Retaliation

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

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

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

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

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

Section 4. Workplace Safety/Security

The City is committed to providing a work environment that is safe, secure and free of intimidation, threats and violence. The City maintains this commitment with a policy of “**zero tolerance**” to acts of violence, and by training its employees to recognize and effectively respond to violent/potential violent behavior in the workplace. All acts of violence or force, either threatened or actual, are prohibited and are met with disciplinary action, up to and including termination and criminal prosecution. (See Appendix for Workplace Safety/Security Policy revised as of 02-22-01) (*PPPM 5-2.7; 5-13.1; 5-13.2; 5-13.3; 7-2; 8-9.1; 8-9.2*)

Section 5. Workplace Safety, Security, Inspection and Access

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

Section 6. Tuberculosis (TB) Testing

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

Section 7. Blood-borne Pathogens and Hepatitis B Vaccinations

Safety employees who can be “reasonably anticipated” to come in contact with contaminants and potentially infectious materials through the performance of their work are subject to this policy. Safety employees in the following job classifications: Fire Captain, Fire Engineer,

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

Section 8. Additional Employment

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

Section 9. Gambling

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

Section 10. Gifts and Gratuities

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

Section 11. Use of City Vehicles

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

Section 12. No Smoking in City Vehicles

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

Section 13. Driver's License

All employees must possess a driver's license issued by the California Department of Motor Vehicles (DMV). Minimum Class C driver's license is required during the first year of employment during the probationary period. Suppression employees must obtain a Class B driver's license or Firefighter Exemption with the required air brake and tank endorsements before completion of their second year of City employment. A current DMV form DL51A, Medical Examiner's Certificate, is also required with a Class A or B or Firefighter Exemption license. An employee must notify his/her supervisor and Human Resources if their driver's license status changes in any way. (PPPM 8-6.3a)

Section 14. Use of Personal Vehicles

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

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

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

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

Section 15. Bids for City Jobs

Employees may submit bids for City jobs. A conflict of interest would not exist so long as the

employee was not in a position to determine who would be awarded the contract. (PPPM 7-5.1)

Section 16. Political Activities of Employees

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

Article XI. **Working Conditions**

Section 1. Injury and Illness Prevention Program

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

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

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

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

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

- Providing necessary personal protective equipment and instructions for use and care.
- Developing and enforcing health and safety rules, and requiring that employees cooperate with these rules as a condition of employment.
- Promptly and thoroughly investigating every accident to find out what caused it and correcting the problem so it won't happen again.

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

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

Section 2. Training

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

Article XII. Layoff and Reductions in Force

Section 1. Layoff and Reductions in Force

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

Section 2. Seniority and Bumping Rights

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

An employee “bumping” into a lower related classification shall occur on the basis of total seniority attained within a series of vertically related classifications. Vertically related classifications carry cumulative seniority downward and not upward. For example, an employee who has five years of seniority as a Captain, five years seniority as an Engineer and five years as a Firefighter (15 years in total) is in a senior position to an Engineer who has five years as a Firefighter and five years as an Engineer (10 years in total). An Engineer that has five years as a Firefighter and fifteen years as an Engineer (20 years in total), is in a senior position to the 15-Year Captain cited in the example above. Length of qualifying service, not rank, is the determining factor when calculating seniority.

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

Section 3. Layoffs – Call-backs

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

Article XIII.

Appeal and Grievance Rights and Procedures

Section 1. Appeal Process

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

Section 2. Informal Hearing Procedure

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

1. When there is no disputed issue of material fact, or
2. When there is a disputed issue of material fact, but it is limited to:

- a. A monetary amount of not more than one thousand dollars (\$1,000) or
- b. A disciplinary action imposed on an employee that does not involve termination from employment, demotion, or suspension without pay for more than five (5) shifts or five (5) days.

This constitutes the sole Government Code section 11445.30 notice of hearing that states the Department's selection of the informal hearing procedure. Therefore, such notice shall not be repeated in conjunction with each hearing governed by the informal hearing procedure.

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

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

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

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

If a party has reason to believe that essential facts must be obtained in order to permit an adequate presentation of the case, the party may inform the presiding officer regarding the general nature of the facts and the sources from which the party would propose to obtain the facts if the proceeding were converted to a formal hearing procedure. (Section 11445.60(b).)

Section 3. Formal Hearing Procedure:

The formal appeal shall be conducted in procedural compliance with section 11500 et. seq. Pursuant to section 11512, the City has determined that, in those instances where a formal hearing is required, the City shall continue to hear the case through pre-existing processes (i.e., via the Personnel

Advisory Board) with an administrative law judge (ALJ) present during the consideration of the case. (Section 11517(b).) The proceedings governing such an appeal are set forth in detail below.

The following procedure will be followed in the conduct of a formal administrative hearing:

- A. Within 10 calendar days of the receipt of a written Notice of Intent to Suspend, Demote or Dismiss, the employee may submit a written response to the disciplinary action to the Fire Chief or designee. The employee shall set forth all the facts necessary to understand the issues involved. The response shall be signed by the employee and shall be submitted to the Fire Chief's office within 10 calendar days. In lieu of a written appeal, the employee may request a (*Skelly*) meeting with the Fire Chief to make his/her response verbally.
- B. Within 10 calendar days following the receipt of the employee's response, the Fire Chief or designee will set a date and time for the pre-disciplinary (*Skelly*) meeting.
- C. If the response is submitted in writing, the Fire Chief will give consideration to the matter and inform the employee in writing within 20 calendar days, as to whether the intended disciplinary action has been affirmed, revoked or modified.
- D. Following conclusion of a pre-disciplinary (*Skelly*) meeting by the Fire Chief or designee, where the resultant punitive action results in the imposition of punitive action within the jurisdiction of this formal hearing process, the City shall serve the employee with a final Notice of Discipline. At a minimum, Notice of Discipline shall include a post card or other form of notice which, when signed by or on behalf of the employee and returned to the City, will acknowledge service of the Notice. The Notice shall also state that the employee's request for a hearing must be received by the City within fifteen (15) calendar days after the Notice is personally served or mailed. (Please refer to section 11505 for what should be included in the Notice of Discipline.)
- E. The employee may file an appeal of the disciplinary action to the Personnel Advisory Board (Board) by submitting an appeal to the Human Resources Office within fifteen (15) calendar days of being served with the Notice of Discipline. The appeal shall constitute a request for a hearing, any objection to the factual basis for the discipline, objection to the form of the Notice of Discipline, procedural objection, or any other grounds for defense. (See section 11506 for what should be included in a Notice of Defense by the employee.)
- F. Upon receipt of the request from the employee, the Human Resources Office shall set the matter for hearing before the Personnel Advisory Board (Board) as expeditiously as possible and shall give the employee and his representative written notice of the time and place of the hearing.
- G. The Board will conduct the hearing(s) as it deems necessary to determine the pertinent facts related to the disciplinary action with the ALJ presiding. (Section 11512.) The ALJ shall rule on the admission and exclusion of evidence and on matters of law. The Board shall exercise all other powers relating to the conduct of the hearing, but may delegate any or all of them to the ALJ. Such hearing(s) will be closed to the public unless the employee

requesting the hearing(s) requests in advance that the hearing(s) be open to the public. The employee(s) and Fire Department representative(s) shall have the right to appear before the Board during such hearings and may have counsel present. If either party appears before the Board, both shall be present.

Conduct of Formal Hearing

1. A record of the hearing shall be made and kept by use of a certified shorthand reporter who shall be selected by the City. The per diem fee of the shorthand reporter shall be borne by the City. The costs of transcription shall be borne by the party ordering the transcript.
2. All fees and expenses of the ALJ shall be borne by the City.
3. All fees and expenses related to the securing of a representative and/or legal counsel, witness fees and other expenses attendant to the presentation of evidence, shall be borne by the party at whose direction said expense is incurred.
4. At the time set for the hearing, the Board, with the assistance of the ALJ, shall hear, *de novo*, and consider the evidence presented on behalf of the appointing authority which purportedly constitutes the grounds for the disciplinary action. The employee shall have the right to cross-examine any witness called. Thereafter, the employee shall be given the opportunity to present any competent and relevant evidence and to be represented by an attorney or other person, employed at such employee's expense, in a representative capacity.
5. Proceedings before the Board need not be conducted in strict conformity with the rules of evidence as applied in a court of law, but all parties shall observe the substance of the rules of evidence, to the end that the matter may be fully heard and determined upon reliable evidentiary matter. Hearsay that would be inadmissible in a civil or criminal proceeding cannot in and of itself support a finding by the hearing officer without corroboration. In general, the hearing officer shall admit evidence, including hearsay, which is of such reliability that reasonable persons rely upon it in the conduct of serious matters such as the hearing.
6. The burdens of proof and production of evidence on the charges shall be borne by the Department. The standard of proof shall be by a preponderance of the evidence. The employee will have the burden of proof on any affirmative defenses.
7. The ALJ shall rule on all questions pertaining to procedure, in connection with hearings held before the Board and the administrative law judge, provided that the Board shall retain the right to overrule the ALJ on any determination made by majority vote.
8. No later than ten (10) days prior to the date of commencement of the hearing the parties shall exchange lists of witnesses each intends to call at the hearing, and a list

of documents it intends to introduce at the hearing. Copies of such documents shall be attached to the list provided for herein. They shall be served on opposing side on or before the tenth (10th) day prior to commencement of the hearing. Absent a showing of good cause, failure to comply with these requirements shall result in exclusion of witness testimony and/or rejection of exhibits not designated in the submissions. These disclosure requirements do not apply to rebuttal witnesses. Neither party to the proceedings shall issue threats or take other actions reasonably calculated to discourage an identified witness from either testifying or from testifying other than consistent with the witnesses' best recollection and honest belief as to matters within his/her knowledge. However, the act of interviewing a witness shall not in and of itself be deemed violative of this section.

9. The Board and/or the ALJ shall be empowered to issue subpoenas for the production of persons and documents. The Board and/or the ALJ shall designate the subpoena form to be utilized in such case. The California Code of Procedure, Evidence Code and other applicable statutes shall apply to the validity and processing of subpoenas and to the method of service of the same.
- H. The Board shall prepare and certify its findings and recommendations in writing and submit them to the City Manager for review. The Secretary of the Board shall give written notice to the employee and the Fire Chief of its determination. A copy of the findings and recommendations shall be provided to the employee.
- I. The Board, with the assistance of the ALJ shall recommend to the City Manager to affirm, reverse or modify the decision appealed. The City Manager's decision shall constitute final administrative action by the City.
- J. Within 21 calendar days of receiving the Board's written findings and recommendations, the City Manager will issue his/her decision adopting, rejecting or modifying the discipline. The City Manager's decision shall become effective thirty (30) days after delivered or mailed to the employee.
- K. Continuances - A party shall apply for any continuance within ten (10) working days following the time the party discovered or reasonably should have discovered the event or occurrence which establishes good cause for the continuance. A continuance may be granted for good cause after the ten (10) working days have elapsed if the party seeking the continuance is not responsible for and has made a good faith effort to prevent the condition or event establishing the good cause. (Section 11524.)
- L. Judicial Review - Judicial review of the City Manager's decision shall be sought within the time constraints of California Civil Procedure section 1094.6 (mandating that a petition for peremptory writ of mandate shall be filed not later than the 90th day following the date on which the City Manager's decision is mailed by first-class mail, postage pre-paid, including a copy of the affidavit or certificate of mailing).

Article XIV.

Other Legal Clauses

Section 1. Non-discrimination

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

Section 2. Severability

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

Section 3. Strikes, Work Stoppages and Slowdowns

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

Section 4. Applicability of Memorandum of Understanding

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

MOU. Regardless of the waiver contained in this paragraph, the parties may, by mutual agreement, and in writing, agree to meet and confer by any matter during the term of this MOU.

Section 5. Acknowledgement

This Memorandum of Understanding also recognizes the continuing efforts of the Santa Fe Springs Firefighter s Association in assisting the City of Santa Fe Springs in filling the budget gap caused by the economic recession through concessions in pay and benefits for their represented members.

Section 6. Ratification and Execution

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

City of Santa Fe Springs

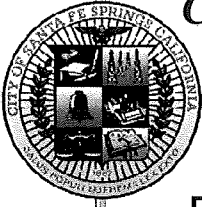
Santa Fe Springs Firefighters Association

Juanita Trujillo, Mayor

Robert D. Mora, President

Date

Date



City of Santa Fe Springs

City Council Meeting

August 14, 2014

PRESENTATION

2014 Beautification Awards Program Recipients

RECOMMENDATION

The Mayor may wish to call upon Jeannie Madrid, Community Services Program Coordinator, to assist with the presentation.

BACKGROUND

The Beautification Committee, which is comprised of City residents, has toured the community in an effort to locate and recognize homeowners and business owners that exhibit pride in the appearance of their property. This pride is reflected in property improvements and meticulous landscaping. The primary purpose of the Beautification Program is to encourage maintenance of personal and commercial properties in an effort to enhance property values throughout the City.

This year 10 residences and 10 businesses were selected by the Beautification Committee as having met the exceptionally high and demanding standards to receive a Beautification Award.

2014 INDUSTRIAL WINNERS

American Compressor Company
10144 Freeman Avenue

Coaster Company of America
12928 Sandoval Street

El Greco Inc.
11650 Burke Street

Goldilocks Corporation of California-GCOC
10329 Painter Avenue

R.R. Leonard Company
10910 Shoemaker Avenue

Santa Fe Springs Winwater Company
10244 Freeman Avenue

Victory Paper & Packaging Company Inc.
12631 Allard Street



City of Santa Fe Springs

City Council Meeting

August 14, 2014

2014 RESIDENTIAL WINNERS

Billy & Gloria Winkler
11628 Glenworth Street

Cody Murray
10313 Harvest Avenue

Ernesto & Eva Vargas
10767 Longworth Avenue

Felipe Centeno & Brenda Tobar
10312 Jersey Street

Jaime & Margarita Oviedo
11712 Sunglow Street

James & Becky Antinone
10812 Jersey Street

Michael & Bernice Madrigal
9243 Morrill Avenue

Ricardo Natividad
10318 Jersey Street

Thomas & Margaret Murray
11246 Clarkman Street

William Diaz
11545 Elkhurst Street

The recipients will receive a plaque with a commemorative photograph of their property. Additionally, the recipients will be provided a yard sign to inform neighbors and passersby that their home or business is among the most visually appealing and exquisitely maintained properties in the City of Santa Fe Springs and has earned the right to be called a Beautification Award Recipient.



Thaddeus McCormack
City Manager



City of Santa Fe Springs

City Council Meeting

August 14, 2014

PRESENTATION

Introduction of Guests from Sister City of Tirschenreuth, Germany and Santa Fe Springs Students and Host Families

RECOMMENDATION

The Mayor may wish to call upon Community Services Supervisor Michelle Smith to assist with the presentation.

BACKGROUND

The Sister City Committee's Young Ambassadors 26th Student Exchange is currently underway with 16 students and two chaperones visiting Santa Fe Springs from Tirschenreuth, Germany. The German students will be presented with a certificate of Honorary Citizenship from the City Council. In addition to welcoming the German students and their chaperones, the Santa Fe Springs Young Ambassadors and host families will be presented with a plaque for hosting and welcoming the German students into their homes during their three-week exchange visit.

GERMAN CHAPERONES

Regina Fischer
Florian Meyer

SFS STUDENTS & HOST FAMILIES


Susie Johnston
Leonard Phillips

GERMAN STUDENTS

Kimberly Andritzky
Katharina Böckl
Desiree Gradl
Hannah Mehler
Annika Scharnagl
Sarah Schedl
Nora Schliermann
Stefanie Walbrunn
Miriam Zeh
Vivian Zeh
Christoph Arnold
Martin Heinrich
Konrad Johannes
Luca Mühlmeier
Sebastian Singer
Felix Völkl

SFS STUDENTS

Andraya Cervantes
Alicia Estrada
Diana Pantoja
Mark Zevallos
Katherine Espinosa
Tracy Scoggins
Julia Enriquez
Thomas Wolfe
Rene Ramirez
Genesis Romero
Anthony Flores
Tlalollin Ramirez
Thomas Wolfe
Riley Ramirez
John Torres
Jesse Gomez


Thaddeus McCormack
City Manager



City of Santa Fe Springs

City Council Meeting

August 14, 2014

APPOINTMENTS TO COMMITTEES AND COMMISSIONS

Committee	Vacancy	Councilmember
Beautification	3	Sarno
Beautification	1	Trujillo
Community Program	1	Moore
Community Program	2	Rios
Community Program	1	Rounds
Community Program	4	Trujillo
Historical	1	Moore
Historical	2	Rios
Historical	2	Rounds
Historical	2	Sarno
Historical	3	Trujillo
Parks & Recreation	1	Moore
Senior Citizens	3	Rios
Senior Citizens	2	Rounds
Senior Citizens	3	Trujillo
Sister City	1	Moore
Sister City	1	Rounds
Sister City	5	Sarno
Sister City	2	Trujillo
Youth Leadership	2	Moore
Youth Leadership	3	Rios
Youth Leadership	1	Rounds
Youth Leadership	2	Sarno
Youth Leadership	2	Trujillo

Applications Received: Raymond Reyes – Sister City Committee


Thaddeus McCormack
City Manager

Attachments:
Committee Lists
Prospective Member

Prospective Members for Various Committees/Commissions

Beautification

Community Program

Family & Human Services

Rocio Parra

Heritage Arts

Debra Cabrera

Historical

Personnel Advisory Board

Parks & Recreation

Rocio Parra

Planning Commission

Senior Citizens Advisory

Sister City

Rocio Parra

Raymond Reyes

Robert Wolfe

Traffic Commission

Youth Leadership

BEAUTIFICATION COMMITTEE

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

9:30 a.m., Town Center Hall

Qualifications: 18 Years of age, reside or active in the City

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Juliet Ray	(16)
	Paula Minnehan	(16)
	Annie Petris	(15)
	Guadalupe Placencia	(15)
	George Felix, Sr.	(15)
Rios	Mary Reed	(16)
	Charlotte Zevallos	(16)
	Doris Yarwood	(16)
	Vada Conrad	(15)
	Joseph Saiza	(15)
Rounds	Sadie Calderon	(16)
	Rita Argott	(16)
	Mary Arias	(15)
	Marlene Vernava*	(15)
	Debra Cabrera	(15)
Sarno	Vacant	(16)
	Irene Pasillas	(16)
	Vacant	(16)
	May Sharp	(15)
	Vacant	(15)
Trujillo	Mary Jo Haller	(16)
	Vacant	(16)
	Margaret Bustos*	(16)
	Rosalie Miller	(15)
	A.J. Hayes*	(15)

**Indicates person currently serves on three committees*

COMMUNITY PROGRAM COMMITTEE

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

Qualifications: 18 Years of age, reside or active in the City

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	George Felix, Jr.	(16)
	Vacant	(16)
	Mary Jo Haller	(15)
	Gabriela Garcia	(15)
	Bryan Collins	(15)
Rios	Vacant	(16)
	Mary Anderson	(15)
	Dolores H. Romero*	(15)
	Vacant	(16)
	David Diaz-Infante*	(15)
Rounds	Mark Scoggins*	(16)
	Marlene Vernava*	(16)
	Vacant	(16)
	Anthony Ambris	(15)
	Johana Coca*	(15)
Sarno	Jeanne Teran	(16)
	Miguel Estevez	(16)
	Kim Mette	(16)
	Cecilia Leader	(15)
	Frank Leader	(15)
Trujillo	Vacant	(16)
	Vacant	(16)
	Vacant	(16)
	Judy Aslakson	(15)
	Vacant	(15)

**Indicates person currently serves on three committees*

FAMILY & HUMAN SERVICES ADVISORY COMMITTEE

Meets the third Wednesday of the month, except Jul., Aug., Sept., and Dec., at 5:30 p.m., Gus Velasco Neighborhood Center

Qualifications: 18 Years of age, reside or active in the City

Membership: 15 Residents Appointed by City Council

5 Social Service Agency Representatives Appointed by the Committee

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Arcelia Miranda	(16)
	Martha Villanueva	(15)
	Margaret Bustos*	(15)
Rios	Lydia Gonzales	(16)
	Manny Zevallos	(15)
	Gilbert Aguirre	(15)
Rounds	Annette Rodriguez	(16)
	Janie Aguirre	(15)
	Ted Radoumis	(15)
Sarno	Debbie Belmontes	(16)
	Linda Vallejo	(16)
	Hilda Zamora	(15)
Trujillo	Dolores H. Romero*	(16)
	Gloria Duran*	(16)
	David Diaz-Infante *	(15)

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

**Indicates person currently serves on three committees*

HERITAGE ARTS ADVISORY COMMITTEE

Meets the Last Tuesday of the month, except Dec., at 9:00 a.m., at the Gus Velasco
Neighborhood Center Room 1

Qualifications: 18 Years of age, reside or active in the City

Membership: 9 Voting Members
 6 Non-Voting Members

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	May Sharp	6/30/2016
Rios	Paula Minnehan	6/30/2016
Rounds	A.J. Hayes*	6/30/2016
Sarno	Gloria Duran*	6/30/2016
Trujillo	Amparo Oblea	6/30/2016

Committee Representatives

Beautification Committee	Marlene Vernava*	6/30/2015
Historical Committee	Larry Oblea	6/30/2015
Planning Commission	Frank Ybarra	6/30/2015
Chamber of Commerce	Tom Summerfield	6/30/2015

Council/Staff Representatives

Council	Richard Moore
Council Alternate	Laurie Rios
City Manager	Thaddeus McCormack
Director of Community Services	Maricela Balderas
Director of Planning	Wayne Morrell

**Indicates person currently serves on three committees*

HISTORICAL COMMITTEE

Meets Quarterly - The 2nd Tuesday of Jan. and the 1st Tuesday of April, July, and Oct., at 5:30 p.m., Carraige Barn

Qualifications: 18 Years of age, reside or active in the City

Membership: 20

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Astrid Shesterkin	(16)
	Tony Reyes	(16)
	Amparo Oblea	(15)
	Vacant	(15)
Rios	Vacant	(16)
	Vacant	(16)
	Janie Aguirre	(15)
	Larry Oblea	(15)
Rounds	Vacant	(16)
	Vacant	(16)
	Mark Scoggins*	(15)
	Janice Smith	(15)
Sarno	Ed Duran	(16)
	Vacant	(16)
	Vacant	(15)
	Sally Gaitan	(15)
Trujillo	Vacant	(16)
	Vacant	(16)
	Merrie Hathaway	(15)
	Vacant	(15)

**Indicates person currently serves on three committees*

PARKS & RECREATION ADVISORY COMMITTEE

Meets the First Wednesday of the month, except Jul., Aug., and Dec., 7:00 p.m., Council Chambers.

Subcommittee Meets at 6:00 p.m., Council Chambers

Qualifications: 18 Years of age, reside or active in the City

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Mary Tavera	(16)
	John Salgado	(16)
	Janet Rock	(15)
	Ralph Aranda	(15)
	Vacant	(15)
Rios	Lynda Short	(16)
	Bernie Landin	(16)
	Carlos Tovar	(16)
	Sally Gaitan	(15)
	Fred Earl	(15)
Rounds	Kenneth Arnold	(16)
	Richard Legarreta, Sr.	(16)
	Johana Coca*	(16)
	Angelica Miranda	(15)
	Mark Scoggins*	(15)
Sarno	Joey Hernandez	(16)
	Debbie Belmontes	(16)
	Lisa Garcia	(15)
	Ed Madrid	(16)
	David Diaz-Infante*	(15)
Trujillo	Miguel Estevez	(16)
	Andrea Lopez	(16)
	A.J. Hayes*	(15)
	Judy Aslakson	(15)
	Arcelia Miranda	(15)

**Indicates person currently serves on three committees*

PERSONNEL ADVISORY BOARD

Meets Quarterly on an As-Needed Basis

Membership: 5 (2 Appointed by City Council, 1 by
Personnel Board, 1 by Firemen's Association,
1 by Employees' Association)

Terms: Four Years

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Council	Angel Munoz	6/30/2017
	Ron Biggs	6/30/2017
Personnel Advisory Board	Jim Contreras	6/30/2017
Firemen's Association	Jim De Silva	6/30/2017
Employees' Association	Anita Ayala	6/30/2017

PLANNING COMMISSION

Meets the second Monday of every Month at 4:30 p.m.,
Council Chambers

Qualifications: 18 Years of age, reside or active in the City

Membership: 5

APPOINTED BY

NAME

Moore

Louie Gonzalez

Rios

Michael Madrigal

Rounds

Susan Johnston

Sarno

Joe Angel Zamora

Trujillo

Frank Ybarra

SENIOR CITIZENS ADVISORY COMMITTEE

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

Qualifications: 18 Years of age, reside or active in the City

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Yoshi Komaki	(16)
	Yoko Nakamura	(16)
	Paul Nakamura	(16)
	Astrid Shesterkin	(15)
	Pete Vallejo	(15)
Rios	Vacant	(16)
	Vacant	(16)
	Vacant	(16)
	Amelia Acosta	(15)
	Jessie Serrano	(15)
Rounds	Vacant	(16)
	Vacant	(16)
	Gloria Vasquez	(15)
	Lorena Huitron	(15)
	Berta Sera	(15)
Sarno	Gloria Duran	(16)
	Betty Elizalde	(16)
	Hilda Zamora	(15)
	Linda Vallejo	(15)
	Ed Duran	(15)
Trujillo	Vacant	(16)
	Vacant	(16)
	Gilbert Aguirre	(15)
	Margaret Bustos*	(15)
	Vacant	(15)

**Indicates person currently serves on three committees*

SISTER CITY COMMITTEE

Meets the First Monday of every month, except Dec., at 6:30 p.m., Town Center Hall, Mtg. Room #1. If the regular meeting date falls on a holiday, the meeting is held on the second Monday of the month.

Qualifications: 18 Years of age, reside or active in the City

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Martha Villanueva	(16)
	Vacant	(16)
	Mary K. Reed	(15)
	Peggy Radoumis	(15)
	Jeannette Wolfe	(15)
Rios	Charlotte Zevallos	(16)
	Francis Carbajal	(16)
	Marlene Vernava*	(15)
	Doris Yarwood	(15)
	Lucy Gomez	(15)
Rounds	Manny Zevallos	(16)
	Susan Johnston	(16)
	Vacant	(16)
	Ted Radoumis	(15)
	Johana Coca*	(15)
Sarno	Vacant	(16)
	Vacant	(16)
	Vacant	(15)
	Vacant	(16)
	Vacant	(15)
Trujillo	Vacant	(16)
	Andrea Lopez	(16)
	Dolores H. Romero*	(15)
	Marcella Obregon	(15)
	Vacant	(15)

**Indicates person currently serves on three committees*

TRAFFIC COMMISSION

Meets the Third Thursday of every month, at 6:00 p.m., Council Chambers

Membership: 5

Qualifications: 18 Years of age, reside or active in the City

APPOINTED BY	NAME
Moore	Albert J. Hayes
Rios	Pauline Moore
Rounds	Ted Radoumis
Sarno	Alma Martinez
Trujillo	Greg Berg

YOUTH LEADERSHIP COMMITTEE

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

Qualifications: Ages 13-18, reside in Santa Fe Springs

Membership: 20

APPOINTED BY	NAME	TERM EXPIRES UPON GRADUATION IN
Moore	Vacant	()
	Evony Reyes	(17)
	Katrina Uribe	(17)
	Vacant	()
Rios	Vacant	()
	Vacant	()
	Marisa Gonzalez	(15)
	Vacant	()
Rounds	Gabriel Perez	(16)
	Vacant	()
	Laurence Ordaz	(16)
	Ciani Hernandez	(15)
Sarno	Dominique Walker	(15)
	Vacant	()
	Vacant	()
	Alyssa Madrid	()
Trujillo	Paul Legarreta	(17)
	Victoria Nunez	()
	Vacant	()
	Vacant	()