

AGENDA

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

JULY 10, 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

3. CONSENT AGENDA

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

Approval Minutes

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

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

CITY COUNCIL

4. CITY MANAGER REPORT

5. CONSENT AGENDA

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

Approval Minutes

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

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

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

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.

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.

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.

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.

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.

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.

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

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comprehensive Memorandum of Understanding for the Council's consideration at a later date.

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.

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.

Please note: Item Nos. 16 - 25 will commence in the 7:00 p.m. hour.

16. INVOCATION

17. PLEDGE OF ALLEGIANCE

INTRODUCTIONS

18. Representatives from the Chamber of Commerce

19. Representatives from the Youth Leadership Committee

20. ANNOUNCEMENTS

PRESENTATIONS

21. Presentation to Richard Brown, Santa Fe Springs Christian School, upon his Retirement

APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSION

22. Committee Appointments

23. 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.

24. EXECUTIVE TEAM REPORTS

25. 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

July 3, 2014

Date

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

**June 12, 2014
5:00 p.m.**

1. CALL TO ORDER

Mayor Trujillo called the meetings to order at 5:13 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; Noe Negrete, Director of Public Works; Dino Torres, Director of Police Services; Maricela Balderas, Director of Community Services; Jose Gomez, Assistant City Manager/Director of Finance; Mike Crook, Fire Chief; Anita Jimenez, Deputy City Clerk

SUCCESSOR AGENCY

UNFINISHED BUSINESS

3. Resolution No. SA-2014-003 – Approving a Long-Range Property Management Plan Pursuant to Health and Safety Code Section 34191.5

Recommendation: That the Successor Agency: 1). Hear a presentation on the draft Long-Range Management Plan; and 2). Adopt Resolution No. SA-2014-003, approving a Long-Range Property Management Plan Pursuant to Health and Safety Code Section 34191.5.

The City Manager reviewed the draft report and additional related information distributed to Council. He added that the property transfers are contentious with the State. The City maintains that they were transferred legally. Once the court makes a determination, it will be clear if the transfers will stand or if they will be reversed.

The City Attorney reviewed what the plan does and doesn't do. The City is required to submit this document. It must be approved by Successor Agency and the Oversight Board, and subsequently, the State. It took a great deal of time to compile the list of properties because this document contains historical data regarding acquisition date, cost of acquisition, intended purpose of use at the time of acquisition, etc. The determination as to which category each property falls into is defined in the law. Most of the properties listed on the City's LRPMP fall into the category of Government use. All of the remaining properties will be developed in the future. The objective is for Successor Agency to retain the ability to decide to whom the properties are to be sold and for what purpose they would be developed. It is in the City's best interest to retain as much local control as possible, with one exception. That is the property is adjacent to El Monte RV. It is too small to be developed independently. It makes the most sense to sell it to El Monte RV.

This document does not make any final decisions regarding price, ultimate use, or buyer.

The objective is to get State to agree with the categories we have listed, so that the City can move forward with development. The State will not scrutinize every deal and there should not be a need to go back to State for approval of each item. The law imposes a deadline for the State to approve all plans by December 31, 2014. There is an assumption is that there will be a cleanup of process and an extension of the approval deadline.

Councilmember Moore stated that he has a concern with valuing properties at zero, such as the Clarke Estate. The City Attorney stated that the State is looking for government properties that generate revenue. The City has been careful to emphasize the governmental purpose and utilization of the Clarke Estate. The facility does have a fee association with its use by patrons, but it does not generate a profit. Zero represents the net value because it costs more to operate than it generates in fees. The City Manager added that other cities' plans that listed property values at zero have been approved by State. The Consultant from Tierra West stated that the Clarke Estate is zoned for public use and the State cannot require that it be rezoned.

Councilmember Rounds pointed out that the State did not take the La Mirada Theater. The City Attorney stated that Santa Fe Springs does not own revenue generating properties that were purchased by Redevelopment Agency.

Councilmember Moore inquired as to the status of the Fulton Wells property. The City Attorney stated that it is an asset of Housing Successor and not in this plan. The Housing Successor receives \$120,000 -150,000/year from the lease. It is a 55-year lease. The Lakeland/Laurel property is also not part of this plan. It is also owned by Housing Successor.

The City Attorney stated that staff is recommending that the Council adopt the resolution including the additional properties.

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

CITY COUNCIL

4. CITY MANAGER REPORT

No report.

5. CONSENT AGENDA

Approval of Minutes

A. Minutes of the May 8, 2014 Regular City Council Meeting

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

Conference and Meeting Reports

B. Councilmember Moore's Attendance at the International Council of Shopping Centers (ICSC) Conference

Recommendation: That the City Council receive and file the report.

- C. Councilmember Rounds' Attendance at the International Council of Shopping Centers (ICSC) Conference

Recommendation: That the City Council receive and file the report.

- D. Councilmember Sarno's Attendance at the International Council of Shopping Centers (ICSC) Conference

Recommendation: That the City Council receive and file the report.

- E. Mayor Trujillo's Attendance at the International Council of Shopping Centers (ICSC) Conference

Recommendation: That the City Council receive and file the report.

Mayor Pro Tem Rios moved the approval of Items 5A, B, C, D, and E; Councilmember Moore seconded the motion which passed by the following vote: In favor – Moore, Rounds, Sarno, Rios, Trujillo; Opposed – None.

PUBLIC HEARINGS

6. Alcohol Sales Conditional Use Permit Case No. 36

Request for approval of Alcohol Sales Conditional Use Permit Case No. 36 to allow the operation and maintenance of an alcoholic beverage use involving the storage and warehouse distribution of alcoholic beverages at 12500 Slauson Avenue, Suite C-3, in the Heavy Manufacturing (M-2) Zone. (California Hi-Lites, Inc.)

Recommendation: That the City Council: 1). Open the Public Hearing and receive any comments from the public regarding Alcohol Sales Conditional Use Permit Case No. 36, and thereafter close the Public Hearing; and 2). Approve Alcohol Sales Conditional Use Permit Case No. 36, subject to a compliance review in one (1) year, to ensure that the use is still operating in strict compliance with the conditions of approval.

Dino Torres stated that there was an error in the recommendation of the original report. It should have read: Open the Public Hearing and receive any comments from the public regarding Alcohol Sales Conditional Use Permit Case No. 36, not Entertainment Conditional Use Permit.

Mayor Trujillo opened the Public Hearing at 5:40 p.m. There being no one wishing to speak, the Public Hearing was closed.

Councilmember Sarno moved the approval of Item 6; Councilmember Rounds seconded the motion which passed by the following vote: In favor – Moore, Rounds, Sarno, Rios, Trujillo; Opposed – None.

7. Alcohol Sales Conditional Use Permit Case No. 37

Request for approval of Alcohol Sales Conditional Use Permit Case No. 37 to allow an alcohol beverage sales use for on-site consumption in association with an existing family

restaurant establishment doing business as Wing Stop in the C-4, Community Commercial, Zone at 13345 Telegraph Road, Unit M. (Luthra Wings, Inc.)

Recommendation: That the City Council: 1). Open the Public Hearing and receive any comments from the public regarding Alcohol Sales Conditional Use Permit Case No. 37, and thereafter close the Public Hearing; 2). That the City Council approve Alcohol Sales Conditional Use Permit Case No. 37, subject to a compliance review in one (1) year, to ensure that the use is still operating in strict compliance with the conditions of approval.

Dino Torres stated that there was an error in the recommendation of the original report. It should have read: Open the Public Hearing and receive any comments from the public regarding Alcohol Sales Conditional Use Permit Case No. 37, not Entertainment Conditional Use Permit.

Mayor Trujillo opened the Public Hearing at 5:40 p.m. There being no one wishing to speak, the Public Hearing was closed.

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

8. Entertainment Conditional Use Permit Case No. 15

Request for approval of Entertainment Conditional Use Permit Case No. 15 to conduct and maintain an entertainment use involving live performances at a family restaurant known as Bruce's Restaurant located in the M-2, Heavy Manufacturing, Zone at 12623 Imperial Highway. (Bruce's Restaurant)

Recommendation: That the City Council: 1). Open the Public Hearing and receive any comments from the public regarding Entertainment Conditional Use Permit Case No. 15, and thereafter close the Public Hearing; and 2). That the City Council approve Entertainment Conditional Use Permit Case No. 15 subject to the conditions of approval contained within this report.

Mayor Trujillo opened the Public Hearing at 5:41 p.m. There being no one wishing to speak, the Public Hearing was closed.

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

NEW BUSINESS

11. Introduction and Discussion of City's Proposed Fiscal Years 2014-2015 and 2015-2016 Budget and Related Items

Recommendation: That the City Council provide Staff with direction regarding revenue and expenditure matters included in the Fiscal Years 2014-2015 and 2015-2016 Proposed Budget.

The City Manager recommended that the Council receive an overview of the Proposed Budget and recommended that a Study Session be scheduled for June 19.

Jose Gomez gave an overview of the Proposed Budget. Councilmember Moore asked what the reason was for the increase in departmental expenses. Mr. Gomez stated that it was mostly due to increased PERS costs.

12. Authorize the Disposal of Surplus Vehicles & Equipment by Way of Public Auction

Recommendation: That the City Council authorize the disposal of eight (8) surplus vehicles, and authorize the City Manager or his designee to proceed with the disposal of the vehicles by way of public auction.

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. Fire Station No. 3 Roof Improvements (15517 Carmenita Road) - Authorization to Advertise

Recommendation: That the City Council: 1). Approve the Specifications; and 2). Authorize the City Engineer to advertise for construction bids.

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

14. Approval of Proposed Modifications to the Utility Users Tax (UUT) Funded Capital Improvement Plan (CIP) List

Recommendation: That the City Council: 1). Approve reallocating the following projects from UUT-Funded CIP Project List to the Bond Funded CIP Project List: Child Care Center Playground, Dog Park, Fire Station No. 4 - Roof Improvement/EOC, Fire Station Headquarters - Replace Generator, Police Services Center - Replace Generator; and 2). Approve adding the following projects to UUT- Funded CIP Project List: Bartley Avenue Street Improvements, Fire Station No. 4 Water/Plumbing Repairs & Landscape Improvements, Fire Station Headquarters – Parking Lot Slurry Seal.

The City Manager stated that staff worked with the Subcommittee (Sarno and Rounds) and received their recommendation to move items on the previously approved UUT project list to the Bond funded list. By moving bond-eligible projects to bond list, general funds can be utilized for additional projects. The UUT revenue increase has provided additional funds to utilize for these projects. The list is not prioritized. Staff will continue to work with the subcommittee to prioritize the projects and get additional direction if there are any changes in scope of the projects.

Councilmember Moore 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 Bond-Funded Capital Improvement Plan (CIP) Project List

Recommendation: That the City Council approve the list of Bond-funded CIP projects recommended by the City Council CIP Subcommittee.

Councilmember Moore stated that he is concerned with the timing of Town Center Plaza landscaping and Town Center furniture purchase. He stated that these projects could wait until a more appropriate time; employees have not had a raise in some time, City streets still need repairs. The City Manager stated that would be considered when the list is prioritized. Councilmember Rounds stated that the point was well taken and would be considered. Councilmember Sarno added that this was a three-year plan and that many of the projects would not be scheduled for some time. The City Manager stated that the needs identified in Plaza were associated with a former project that included more amenities. Councilmember Moore stated that there should be a plan for street repairs in the future. The City Manager stated that Redevelopment funds can no longer be used for this purpose and the City's needs cost more than our current funding allows. A street needs assessment will be conducted to identify the worst streets.

Councilmember Moore moved the approval of Item 15; Councilmember Sarno seconded the motion which passed by the following vote: In favor – Moore, Rounds, Sarno, Rios, Trujillo; Opposed – None.

ORDINANCE FOR PASSAGE

9. Ordinance No. 1056/Zone Change Case No. 135

A request by the applicant, Mission Linen Supply, to change the zoning designation for the properties located at 11904 and 11920 Washington Boulevard within the Washington Boulevard Redevelopment Project Area from M-1-BP, Light Manufacturing– Buffer Parking to M-1, Light Manufacturing.

Note: The Zone Change request is being processed in conjunction with Tentative Parcel Map 72616, a request to consolidate four contiguous parcels (APN: 8169-002-003, 8169-002-004, 8169-002-006 and 8169-002-024) into one lot.
(Mission Linen Supply).

Recommendation: That the City Council: 1). Find that Zone Change Case No. 135 satisfies the criteria and conditions set forth in Section 155.825 et seq of the City Code for the granting of a Change of Zone; 2). Find that Zone Change Case No. 135 involving the proposed Change of Zone from M-1-BP, Light Manufacturing-Buffer Parking zone to M-1, Light Manufacturing zone is consistent with the City's General Plan; 3). Find that the 3.009± acres property is suitable for the requested Change of Zone from M-1-BP, Light Manufacturing-Buffer Parking to M-1, Light Manufacturing; and 4). Adopt Ordinance No. 1056 and pass its final reading on Zone Change Case No. 135.

The City Attorney read the Ordinance by title and stated that the motion should be to waive further reading and adopt Ordinance No. 1056.

Councilmember Rounds moved the approval of Item 9; Mayor Pro Tem Rios seconded the motion which passed by the following vote: In favor – Moore, Rounds, Sarno, Rios, Trujillo; Opposed – None.

ORDINANCE FOR INTRODUCTION

10. Ordinance No. 1057 – An Ordinance of the City of Santa Fe Springs Repealing Chapter 101 of the City Code (Local Regulation of Sex Offenders)

Recommendation: That the City Council waive further reading and introduce Ordinance No. 1057 which repeals Chapter 101 of the City Code pertaining to local regulation of sex offenders.

The City Attorney read the Ordinance by title and stated that the motion should be to waive further reading and introduce Ordinance No. 1057.

Councilmember Moore asked the City Attorney's opinion on this item. The City Attorney stated that there has not been much cause to use the ordinance and that so much legal action existed relating to this ordinance, it would be in the City's best interest to repeal the ordinance. Whittier Police Captain Barr agreed. The City Manager stated that Jessica's Law still in force.

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

16. Authorize the Purchase of Digital Recorders and Dictation/Transcription Equipment for the Santa Fe Springs Policing Team

Recommendation: That the City Council: 1). Approve utilizing existing funds from the City's General Fund reserve to purchase digital recorders and dictation/transcription equipment and software from Versatile Information Products Inc., in the amount of \$17,344.24; and 2). Authorize the Director of Purchasing Services to issue the purchase order as needed to facilitate the purchase of digital recorders and dictation/transcription equipment and software from Versatile Information Products Inc.

Councilmember Moore moved the approval of Item 16; Mayor Pro Tem Rios seconded the motion which passed by the following vote: In favor – Moore, Rounds, Sarno, Rios, Trujillo; Opposed – None.

17. Law Enforcement Agreement Between Cities of Whittier and Santa Fe Springs

Recommendation: That the City Council approve the attached Law Enforcement Agreement Between the Cities of Whittier and Santa Fe Springs.

Councilmember Rounds asked if the agreement was for a five-year term. The City Manager stated that it was.

Councilmember Sarno moved the approval of Item 17; Councilmember Moore seconded the motion which passed by the following vote: In favor – Moore, Rounds, Sarno, Rios, Trujillo; Opposed – None.

18. Overview of the Pan Pacific Fiber, Inc. Fire Incident

Recommendation: That the City Council receive and file the report.

Chief Crook gave an overview of the fire incident. Councilmember Moore asked if the company was in violation of any City ordinances. Chief Crook stated that they had more material stacked than the Fire Dept would have liked. He added that the delay in reporting the fire added to the amount of damage that occurred. The City Manager stated that he was impressed by the collaboration of resources and commended the Santa Fe Springs Firefighters, Whittier Police Dept, and the City's Public Works staff.

Mayor Trujillo recessed the meetings at 6:30 p.m.

CLOSED SESSION

19. CONFERENCES 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 City Employees' Association and Santa Fe Springs Firefighters' Association

20. CONFERENCES WITH LABOR NEGOTIATORS

(Section 54957.6)

Agency Designated Representatives: City Manager, City Attorney, Labor Negotiator (Chris Birch)

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

21. PUBLIC EMPLOYMENT

Section 54957

Title: City Attorney

Mayor Trujillo reconvened the meetings at 7:21 p.m.

22. INVOCATION

Councilmember Rounds gave the Invocation.

23. PLEDGE OF ALLEGIANCE

The Youth Leadership Committee led the Pledge of Allegiance.

INTRODUCTIONS

24. Representatives from the Chamber of Commerce

Larry Clanton of Cosby Oil

25. Representatives from the Youth Leadership Committee
Members introduced themselves. Felipe Rangel thanked the City Council for the opportunity to serve on the Committee.

26. **ANNOUNCEMENTS**

Wendy Meador introduced the Chamber scholarship recipients. Youth Enrichment Fund – Aleena Argot, Santa Fe High School, Andrew Farmer, Santa Fe High School, Bianca Gomez, Santa Fe High School, and Joshua Rojo, Santa Fe High School; Powell Grant – Daniel Pureco, Santa Fe High School; Destiny Scholarship – Felipe Rangel, Santa Fe High School.

The Youth Leadership Committee made the Community Service Announcements.

PRESENTATIONS

27. 2014 Teachers of the Year
St. Paul High School Principal Kate Aceves introduced St. Paul Teacher of the Year, Colleen Benson.
Ada Nelson School Principal Marla Duncan introduced Rancho-Santa Gertrudes Teacher of the Year, Monica Quiroz.
28. St. Paul High School Girls Softball Team
Head Coach Jim Maier introduced the team and assistant coaches.
29. Recognize and Acknowledge the Gymnastic Program, Coaches, and Gymnasts
Head Coach Shari Sanchez introduced the coaches and gymnasts.
30. Every 15 Minutes
Program Coordinator Rick Brown gave a presentation on the program. The Mayor presented awards to the participating organizations.
31. Proclaiming World Elder Abuse Awareness Day
Manuel Cantu introduced active seniors Gloria and Ed Duran who accepted the proclamation.
32. Introduction of New Santa Fe Springs Department of Fire-Rescue Environmental Protection Inspector I Kevin Yang and Part Time Fire Housing Inspector Leah Snyder

Krista King and Tom Hall introduced the new employees.

APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSION

33. Designation of Voting Delegate/Alternate for the League of California Cities Annual Conference – September 3-5, 2014, Los Angeles

Mayor Trujillo appointed herself as voting delegate and the City Manager as the alternate.

34. Committee Appointments
None.

35. ORAL COMMUNICATIONS

The Mayor opened Oral Communications at 8:53 p.m. There being no one wishing to speak, Oral Communications were closed.

36. EXECUTIVE TEAM REPORTS

Wayne Morrell reported that the Planning Commission approved an ordinance for metal buildings and one for recreational activities in industrial areas. Both ordinances will come before the Council soon.

Mike Crook gave an update on Sidewalk CPR and MDA fundraising.

Jose Gomez reported that the State Controller's audit was complete.

Maricela Balderas reported that the Art Fest drew approximately 2,000 visitors and 190 artists showed their work.

Councilmember Sarno and Mayor Trujillo reported that Petr Petrov who is coached by SFS Boxing Coach Danny Zamora won another fight and thanked Santa Fe Springs in his victory speech.

37. ADJOURNMENT

At 8:59 p.m., Mayor Trujillo adjourned the meetings to Thursday, June 19 at 5:00 p.m.

Juanita Trujillo, Mayor

ATTEST:

Anita Jimenez, CMC
Deputy City Clerk

Date

SEE ITEM 3A



City of Santa Fe Springs

City Council Meeting

July 10, 2014

ORDINANCE FOR PASSAGE

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.

BACKGROUND

Ordinance No. 1059 was introduced and passed its first reading at the June 26, 2014 City Council meeting. Below is the substance of the agenda report for the proposed Ordinance as it appeared at that meeting.

In response to the prevalence of metal tilt-up and Quonset hut-type buildings common during the 1950s, and to enhance the quality of industrial buildings in Santa Fe Springs, the City adopted development standards and requirements in the early 1990s that significantly limited the potential for future metal buildings. While these regulations have served to achieve their original purpose, evolution in building approaches and materials for modern buildings has resulted in use of metal as an architectural feature and building component that distinguishes new structures.

The City has received proposals for such modern building approaches, but has been constrained in approving such approaches given the strict language in the City's Zoning Regulations regarding metal buildings. Thus, staff believes that modification of the current restrictions on metal buildings is appropriate to distinguish between the original intent of the City's Zoning Regulations and to accommodate contemporary architectural designs for modern buildings that include metal materials/features.

Currently, the City's Zoning Regulations do not permit metal buildings in any zone unless, and subject to Development Plan approval, the physical characteristics of the project site renders any other construction method unfeasible; or if the proposed metal building is a portable metal shed not subject to a building permit and not visible from the street.

PROPOSED CHANGES

The proposed amendment to the City's Zoning Regulations consists of clarifying text to allow development of new buildings which include metal accents and finishes as architectural features, subject to prior review and approval of a Development Plan Approval (DPA) by the City's Planning Commission. The intent of the proposed text amendment is to facilitate architectural creativity through flexibility in building design.

All other requirements relating to metal buildings will remain the same. Metal and sheet-metal buildings, Quonset huts, and storage sheds will continue to be restricted in accordance with the provisions of Section 155.461 of the Santa Fe Springs Zoning Regulations pertaining to metal buildings.

Section 155.461 would be amended to add a new subsection (3) to Section 155.461(A) of the City's Zoning Regulations. The Code section shown below would be the amended section with the proposed change shown as underlined.

SANTA FE SPRINGS MUNICIPAL CODE**Chapter 155 - Zoning****§ 155.461 (A) METAL BUILDINGS.**

(A) Metal building shall not be permitted in any zone except in accordance with the following:

- (1) Metal buildings may be permitted subject to development plan approval on property composed of filled land where, due to geotechnical reason, no other construction method is reasonably feasible.
- (2) Portable metal sheds not visible from the street shall be permitted in all zoned if they do not require a building permit.
- (3) New construction of contemporary building designs that include exterior metal finish components, including architectural trim, accents or other design features that are integral to building design. Such design approaches may be permitted, subject to Development Plan Approval pursuant to Sections 155.735 through 155.747 of this Chapter. Any and all future additions to buildings approved under these provisions shall also require Development Plan Approval.

PLANNING COMMISSION CONSIDERATION

At its meeting of June 9, 2014, the City Planning Commission conducted a Public Hearing on Zoning Text Amendment for Metal Buildings Requirements. No person appeared at the Public Hearing to offer an opinion on the proposed amendment. After considering the facts contained in the staff report, the Planning Commission approved a motion to recommend that the City Council approved Zoning Text Amendment – Metal Buildings Requirements (Ordinance No. 1059).

Attached for the City Council review are the following:

1. Resolution No. 47-2014, 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. 1059.

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 28, 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:

Resolution No. 47-2014
Ordinance No. 1059

CITY OF SANTA FE SPRINGS

RESOLUTION NO. 47-2014

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 LAND USE REQUIREMENTS FOR METAL BUILDINGS.

WHEREAS, the City of Santa Fe Springs has reviewed and considered proposed amendments to the text of the City Zoning Regulations to amend the requirements for metal buildings to accommodate contemporary architectural designs for modern buildings that include metal materials, and

WHEREAS, after study and deliberations by the Department of Planning and Development, the City has prepared for adoption an amendment 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 June 9, 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 finds that pursuant to Section 21080 (b)(1) of the California Environmental Quality Act (CEQA), the proposed amendments to the text of the City Zoning Ordinance is exempt as a ministerial project.
3. That the Planning Commission finds 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. 1059, to effectuate the proposed amendments to the text of the City's Zoning Regulations.

PASSED and ADOPTED this 9th day of June, 2014.


Frank Ybarra, Chairperson

ATTEST:



ORDINANCE NO. 1059

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, AMENDING SANTA FE SPRINGS MUNICIPAL CODE TITLE 15, CHAPTER 155, AND ADDING NEW SUBSECTION (3) TO SECTION 155.461 (A) OF THE CITY ZONING REGULATIONS REGARDING LAND USE REQUIREMENTS FOR METAL BUILDINGS.

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

SECTION 1. Subsection (A) of section 155.461 of the City Code is hereby amended to add thereto new subsection (A)(3), so that said subsection (A) reads as follows:

§155.461 METAL BUILDINGS

- (A) Metal buildings shall not be permitted in any zone except in accordance with the following:
- (1) Metal buildings may be permitted subject to development plan approval on property composed of filled land where, due to geotechnical reasons, no other construction method is reasonably feasible.
 - (2) Portable metal sheds not visible from the street shall be permitted in all zones if they do not require a building permit.
 - (3) New construction of contemporary building designs that include exterior metal finish components, including architectural trim, accents or other design features that are integral to building design. Such design approaches may be permitted, subject to Development Plan Approval pursuant to Sections 155.735 through 155.747 of this Chapter. Any and all future additions to buildings approved under these provisions shall also require Development Plan Approval.

SECTION 2. 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 3. 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 no 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:

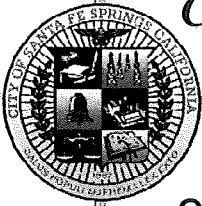
NOES:

ABSENT:

Juanita Trujillo, Mayor

ATTEST:

Anita Jimenez, City Clerk



City of Santa Fe Springs

City Council Meeting

July 10, 2014

ORDINANCE FOR PASSAGE

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.

BACKGROUND

The Environmental Protection Division (EPD) of the Santa Fe Springs Department of Fire Rescue conducted a comprehensive review of City Code - Chapter 97, known as the Environmental Protection Ordinance. The motivation for this review was the creation of the State's new electronic reporting system called the California Environmental Reporting System (CERS). Businesses subject to any Certified Unified Program Agency (CUPA) program must now submit documents associated with those programs electronically to the CUPA via CERS rather than the traditional paper submittals. The CUPA must review and accept these electronic submittal in CERS if the business is to remain in compliance. Previously, our CUPA required businesses to submit locally collected information on the paper submittals. The CERS system is capable of collecting this same local information; however, the State agency controlling CERS will only add a local requirement notification if the CUPA can site the specific requirement in their local ordinance. Currently, we do not have a specific code section requiring the submittal of any locally collected information.

This review was also used as an opportunity to look at other necessary changes which are the result of both regulatory and procedural changes. Numerous revisions and restructuring are proposed based on this review.

FISCAL IMPACT

There is no negative fiscal impact to the City. The proposed changes in Chapter 97 will clarify the administrative procedures which will assist in the collection of permit fees.


Thaddeus McCormack
City Manager

Attachments:

Ordinance No. 1060

Chapter 97 (Revised), Environmental Protection

ORDINANCE NO. 1060

**AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS
ADOPTING AN AMENDED CHAPTER 97
(ENVIRONMENTAL PROTECTION) OF THE CITY CODE**

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

Section 1. The existing Chapter 97 in Title 9 of the City Code is hereby amended in its entirety to read as set forth in Exhibit "A", attached hereto, the contents of which Exhibit are incorporated by reference as though fully set forth herein.

Section 2. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Ordinance, or any part hereof, is held invalid or unconstitutional, such decision shall not affect the validity of the remaining sections or portions of this Ordinance, 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 3. 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 hereof.

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

AYES:

NOES:

ABSENT:

Juanita Trujillo, Mayor

ATTEST:

Anita Jimenez, City Clerk

EXHIBIT A

CHAPTER 97: ENVIRONMENTAL PROTECTION

GENERAL PROVISIONS

§ 97.100 TITLES FOR CITATION.

(A) The ordinance codified in Chapter 97 (hereafter the "Chapter") of Title 9 of the Code, shall be known as the "Environmental Protection Ordinance" and may be referred to as such. References to the Chapter shall include all state and other laws and regulations that are adopted herein.

(B) For convenience of reference in the Environmental Protection Ordinance, any provisions and standards administered under the authority of this Chapter may be referred to as "Environmental Protection Programs."

(C) For convenience of reference in this Chapter, the provisions of Title 20, Division 2, of the Los Angeles County Code, entitled "Sanitary Sewers and Industrial Waste," and all future amendments thereto, will hereinafter be referred to as the "County Code Provisions."

§ 97.105 FINDINGS AND PURPOSE.

The City Council finds and declares:

(A) That the purpose of this Chapter is to implement provisions of the Unified Hazardous Waste and Hazardous Material Management Regulatory Program (Unified Program), Chapter 6.11, Division 20, California Health and Safety Code, commencing with Section 25404 (the Act) and applicable sections within Title 27 of the California Code of Regulations.

(B) That the purpose of this Chapter is also to consolidate all hazardous waste and hazardous material regulatory authority and compliance requirements within one chapter of the Santa Fe Springs Municipal Code.

(C) That the consolidation of environmental protection programs within the Unified Program will reduce excessive and duplicative regulatory requirements that businesses experience at different levels of government, thereby easing the regulatory burdens of doing business in the City.

(D) That effective March 1, 1997 and thereafter, the City of Santa Fe Springs Fire Department (renamed Santa Fe Springs Department of Fire-Rescue) was designated as a Certified Unified Program Agency (CUPA) by the California Environmental Protection Agency

(E) That it is the intent of the City Council that the Environmental Protection Division of the Santa Fe Springs Department of Fire-Rescue (hereafter referred to as the Fire Department) administers and enforces all programs within the Unified Program. These consist of:

(1) *Hazardous Waste Control*. Chapter 6.5 of Division 20 of the California Health & Safety Code (H&SC) §25100 et seq., and California Code of Regulations (“CCR”), Title 22, Division. 4.5, relating to hazardous waste generators and hazardous waste generators conducting on-site waste treatment conditionally exempted, conditionally authorized, and under permit by rule;

(2) *Underground Storage of Hazardous Substances*. Chapter 6.7 §25280 et seq. and 6.75 of Division 20 of the H&SC, CCR, Title 23 Division 3, Chapters 16 and 18;

(3) *Hazardous Materials Release Response Plans and Inventory*. Article 1 of Chapter 6.95 of Division 20 of the H&SC § 25500 et seq., and CCR, Title 19, Division 2, Chapter 4;

(4) *California Accidental Release Prevention Program*. Article 2 of Chapter 6.95 of Division 20 of the H&SC § 25531 et seq., and CCR, Title 19, Division 2, Chapter 4.5;

(5) *Hazardous Materials Management Plan and Inventory Statement*. H&SC §13143.9 and the 2013 California Fire Code (CFC), Sections 5001.5.1 and 5001.5.2;

(6) *Aboveground Storage of Petroleum*. Chapter 6.67 of Division 20 of the H&SC §25270.5 et seq.;

(F) That all other provisions of law enforceable by the CUPA, including any amendments to the statutes and regulations listed in (1) through (6) of subsection 97.105(E) above shall be administered by the Fire Department.

(G) That in addition to the Unified Program elements, the following environmental & life safety protection programs shall be administered and enforced by the Fire Department:

(1) *Industrial Waste*. The County Code Provisions and all future amendments thereto are adopted herein by reference.

(2) *Site Mitigation*. The Standards in §97.330 of this chapter entitled Site Assessment/Remedial Investigation and Remedial Action.

(3) *Storm Water*. Provisions in the current Los Angeles County Municipal Separate Storm Sewer System (Los Angeles County MS4) permit issued by the California Regional Water Quality Control Board, Los Angeles Region, pertaining to industrial/commercial facilities defined as critical sources.

(4) *California Fire Code*. Provisions within the California Fire Code that are not administered by the Fire Prevention Bureau and at the discretion of the Fire Chief.

(H) That this Chapter applies to all businesses subject to the Unified Program elements listed in section (1) through (6) of 97.105(E) and/or the environmental & life safety protection programs listed in (1) through (4) of subsection 97.105(G)

DEFINITIONS

§ 97.200 DEFINITIONS.

For purposes of this Chapter, the following definitions shall apply:

ASSESSMENT/REMEDIAL INVESTIGATION. “Assessment/Remedial Investigation” means and includes, without limitation, those actions that: are reasonably necessary, as determined by the Fire Department, to (i) determine the nature and full extent of a hazardous material release at a site, including hazardous substance contamination or potential contamination of air, soil, soil gas, surface water and ground water at the site; (ii) identify the public health and environmental threat posed by the release; (iii) collect data on possible remedies; or, (iv) otherwise evaluate the site for purposes of developing a remedial action plan.

BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES. “Board of Supervisors of the County of Los Angeles” means the City Council of the City of Santa Fe Springs whenever this board is referred to in County Code Provisions that are applicable to the City.

BUSINESS. “Business” means an employer, self-employed individual, trust, firm, joint stock company, corporation, partnership, or association. “Business” includes a business organized for profit and a non-profit business. “Business” also includes every government agency.

CERTIFIED UNIFIED PROGRAM AGENCY OR CUPA. “Certified Unified Program Agency” or “CUPA” means the Fire Department.

CITY. “City” means the City of Santa Fe Springs.

COUNTY ENGINEER. “County Engineer” means the Director of Public Works of the City of Santa Fe Springs, or his or her duly authorized representative, whenever this term is referred to in County Code Provisions that are applicable to the City.

COUNTY OF LOS ANGELES. “County of Los Angeles” shall mean the “City of Santa Fe Springs” whenever the term is referred to in the relevant sections of the County Code Provisions.

CUPA PERMIT. “CUPA Permit” means an annual permit issued by the Fire Department to a facility that engages in one or more of the programs and activities listed in Section 97.400(A)

DULY AUTHORIZED REPRESENTATIVE. “Duly Authorized Representative” means the Deputy Director of the Environmental Protection Division or their designee whenever the term is referred to in this Chapter or relevant sections of the County Code Provisions.

EMPLOYEE. An “employee” is defined as a person who works for an employer primarily at the permitted location for a minimum of twenty calendar weeks a year. Independent contractors, owners, and other workers not directly employed by the employer are not considered employees.

FACILITY. “Facility” means all contiguous land and structures, other appurtenances, and improvements on the land where one or more of the programs and activities listed in Section 97.400(A) occur.

FINE or FINES. “Fine” or “Fines” mean a monetary sum, penalty, or sanction imposed as a punishment for a violation of this chapter or applicable federal, state, or local laws, regulations, or codes.

FIRE CHIEF. “Fire Chief” means the chief officer of the Fire Department, or his or her duly authorized representative.

HANDLE. “Handle” means to use, generate process, produce, package, treat, store, emit, discharge, or dispose of a hazardous material in any fashion.

HANDLER. “Handler” means a person who handles hazardous material.

HAZARDOUS MATERIAL. “Hazardous Material” means and includes any material that, because of its quantity, concentration, or physical or chemical characteristics, poses a present or potential hazard to human health and safety or to the environment, if released into the workplace or to the environment. Hazardous material includes, but is not limited to, hazardous substances, hazardous waste as defined in H&SC §25117, and California Code of Regulations (CCR), Title 22, Div. 4.5, Ch. 10, and any material which the Fire Department determines would be injurious to the health and safety of persons or harmful to the environment if released into the workplace or environment.

IMMEDIATE NOTIFICATION. “Immediate Notification” means and refers to the duty of a handler, or any employee, authorized representative, agent, or designee of a handler, to upon discovery, immediately report any release or threatened release of a hazardous material to the Fire Department, to the California Emergency Management Agency, and to all other local, state and federal agencies as required by law. Each handler and any employee, authorized representative, agent, or designee of a handler, shall provide all state, city, or county fire or public health or safety personnel and emergency rescue personnel with complete access to the handler's facilities that involve or concern a release or threatened release of a hazardous material.

INVOICE. “Invoice” means any bill issued by the Fire Department for the fees assessed under this Chapter.

LIQUID INDUSTRIAL GRADE MATERIALS AND WASTEWATER. "Liquid Industrial Grade Materials and Wastewater" means and includes any non-hazardous liquid, from nonhuman origins, which, if released, may be deleterious to the environment or to public health, safety and welfare.

OWNER. "Owner" means and includes any person as defined in this Chapter, who:

(i) Has legal title to, or who leases, rents, occupies or has charge, control or possession of, any real property in the City, including all persons shown as owners on the last equalized assessment roll of the Los Angeles County Assessor's Office.

(ii) Has legal title to, or who otherwise possesses, controls or has responsibility for, a business in the City.

(iii) Has legal title to, or who otherwise possesses, controls or has responsibility for, personal property in the City.

PERSON. "Person" means includes an individual, trust, firm, joint stock company, business, partnership, limited liability company, association, or corporation, including, but not limited to, a government corporation. Person also includes any city, county, city and county, district, commission, the state or any department, agency, or political subdivision thereof, any interstate body, and the federal government or any department or agency thereof to the extent permitted by law. Person also includes those with powers of attorney, executors of estates, trustees, or who are court-appointed administrators, conservators, guardians or receivers.

PROGRAM ELEMENTS. "Program Elements" means and includes those Unified Program elements which have been consolidated under the Act along with other environmental & life safety protection programs and activities administered and enforced under this Chapter.

REMEDIAL ACTION. "Remedial Action" means and includes those actions that the Fire Department deems reasonably necessary to prevent, minimize or mitigate damage that might otherwise result from a release of hazardous material or that are consistent with a permanent remedy of that damage or potential damage.

RELEASE. "Release" means and includes any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of a hazardous material into the environment, unless permitted in writing by a regulatory agency.

RESPONSIBLE PERSON OR PERSONS. "Responsible Person or Persons" means and includes all owners, handlers and other persons, as well as their agents, employees and representatives, who violate any provision of this Chapter, whether by an affirmative action or due to a failure to undertake an action or to perform a duty that is required by law or regulation. Employers and principals shall be responsible for the acts or omissions of their employees, agents, contractors and representatives in connection with a violation of this Chapter and such liability shall be joint and several. Responsible person or persons shall also include all owners, handlers and persons who maintain, or who allow or permit, any condition, use or activity in violation of this Chapter to occur or continue in the City.

SITE. "Site" means and includes any area where a hazardous material has been spilled, released, stored, disposed, placed or otherwise comes to be located.

SITE MITIGATION WORK. "Site Mitigation Work" means and includes any assessment/remedial investigation or remedial action conducted at any site of hazardous material contamination.

THREATENED RELEASE. "Threatened Release" means and includes a condition or activity creating a substantial probability of harm, or as determined by the Fire Department, when the probability and potential extent of harm makes it reasonably necessary to take immediate action to prevent, reduce or mitigate damages to person, property or the environment.

VIOLATION. "Violation" shall mean and include the failure to comply with any requirement or prohibition in this Chapter, or in any law or regulation that is adopted herein. Violation shall also include the failure to comply with any permit, or any condition thereof.

STANDARDS

§ 97.300 GENERAL.

(A) *Conflicting provisions.* The program elements contained in this Chapter shall, except as hereafter stated, follow the standards identified in this section in addition to those standards that are contained in the laws, codes, regulations and policies adopted. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall apply. This Chapter is not intended to replace or be less restrictive than any federal, state, county or local laws, regulations, or codes that pertain to the program elements.

(B) *Independent third party.* The Fire Chief may require an independent third party professional consultant to prepare or review required reports and related information which require additional technical expertise as deemed necessary by the Fire Chief. When required, the responsible party shall pay for all costs incurred by the Fire Department that are directly related to the specific review.

(C) *Notification requirements.* Immediate notification, as defined in this Chapter, is required, but not limited to, releases or threatened releases of hazardous materials from pipelines, railcars, tanks, tank vehicles, drums, containers, cylinders, tote bins, process vessels and lines, scrubbers, emergency relief valves, electrical transformers, and oil wells. Immediate notification is also required for releases of crude oil, and liquid industrial grade materials and wastewater.

(D) *Inspections.* The Fire Department may make periodic inspections of premises where hazardous materials, industrial liquid waste, and/or hazardous waste is generated, stored, handled, disposed, treated or recycled, and to inspect aboveground and underground storage tank systems, commercial and industrial critical sources of pollutants, hazardous waste haulers, and all persons or businesses where the Fire Department has reasonable cause to believe that hazardous materials or hazardous waste is generated, stored, handled, disposed, treated, or recycled.

(E) *Hazardous Material Release Clean Up.* Any handler, owner, or other person who releases, causes or allows a release of a hazardous material (collectively the "responsible party") shall be liable for all costs associated with the clean up of the release(s) including, but not limited to, the containment, collection, and disposal of the hazardous material release(s); the costs associated with remediating the soil, ground or surface waters impacted by the release(s); the costs incurred by the City and/or City's contractor during the response to the release(s); the cost incurred by the City during the investigation of the release(s); all regulatory oversight fees and all penalties associated with the release(s). For purposes of this section, costs incurred by the City shall include, but not be limited to, actual labor costs of city personnel, including benefits, and administrative overhead; cost of equipment operation; cost of materials used to remedy the release; cost of any contract labor and materials; and the cost to legally dispose the released material and other items impacted by the release.. The liability established in this section shall be joint and several as to all responsible persons and the City may collect such costs in any manner allowed by law. A City action to recover such costs shall be in addition to any other remedies provided by law that may be exercised by the City to address a violation of this Chapter.

§ 97.305 GAS DETECTION SYSTEM STANDARDS.

Facilities that store or handle hazardous materials with a National Fire Protection Association (NFPA) rating of 3 or 4 in any category, or regulated substances as defined by of the H&SC §25532(i), which may emit gas or vapors, shall have an approved gas detection system as required by the Fire Chief. Additionally, the gas detection system shall be certified and calibrated at least annually and in accordance with manufacturer's specifications. This must be performed by a Fire Department approved third party when deemed necessary by the Fire Chief. Calibration certification records shall be maintained by the business and available for review by the Fire Department for a period of 5 years. Compliance with International Code Council (ICC) requirements and Fire Department conditions shall also apply. Failure to maintain and operate the gas detection system in accordance with this section shall result in the gas detection system being monitored by an approved continually manned offsite central station when required by the Fire Chief. Failure of any responsible person to comply with such a monitoring requirement, or with any Fire Department conditions that are imposed pursuant to this section or the California Fire Code, shall constitute a violation of this Chapter.

§ 97.310 ABOVEGROUND STORAGE TANK STANDARDS.

(A) Aboveground storage tanks shall be maintained in accordance with guidelines set forth by the Fire Department, the requirements contained in the California Fire Code, the standards identified in this section, in addition to those standards that are contained in laws, codes, regulations, and as deemed necessary by the Fire Chief.

(B) The installation of below grade vaulted tanks containing a Class I, II or IIIA liquid is prohibited unless approved in writing by the Fire Chief.

(C) A permit for closure as defined in §97.405 shall be obtained by a responsible person to demolish, remove or close an aboveground storage tank which had been used to store hazardous material, as deemed necessary by the Fire Chief. Aboveground storage tank closures

shall comply with established Fire Department guidelines. Soil sampling and analysis may be required as part of an aboveground storage tank closure permit. The Fire Department may impose conditions and other requirements in connection with such a permit and a permittee and all other responsible persons shall comply therewith.

§ 97.315 INDUSTRIAL WASTE STANDARDS

(A) The Fire Department shall enforce the provisions of the County Code Provisions adopted by reference pertaining to industrial waste disposal with the following amendments:

(1) The industrial waste disposal permit fees in §20.36.230 of the County Code Provisions are amended as set by City Council resolution. In all other respects, §20.36.230 is unchanged.

(2) The industrial waste plan review fees in §20.36.245 of the County Code Provisions are amended as set by City Council resolution. In all other respects, §20.36.245 is unchanged.

(3) The annual inspection fees in paragraph A of §20.36.250 of the County Code Provisions are amended as set by City Council resolution. §20.36.250 is amended with the addition of Inspection Fee Class S (silver-only wastewater) and T (generator/non-sewer disposal). The annual rainwater diversion inspection fee in paragraph C is amended as set by City Council resolution for each approved rainwater diversion system. In all other respects, §20.36.250 is unchanged.

(4) §20.36.265 of the County Code Provisions is repealed.

(5) §20.36.270 of the County Code Provisions is repealed.

(6) §20.36.280 of the County Code Provisions is repealed.

(7) §20.36.290 of the County Code Provisions is repealed.

(8) §20.36.310(D) of the County Code Provisions is repealed.

(B) A permit for closure as defined in §97.405 shall be obtained by a responsible person before permanently closing an industrial waste treatment unit. Industrial waste treatment unit closures shall comply with established Fire Department guidelines. The Fire Department may impose conditions and other requirements in connection with such a permit and a permittee and all other responsible persons shall comply therewith.

§ 97.320 HAZARDOUS MATERIALS RELEASE RESPONSE PLANS, INVENTORY STANDARDS AND CALIFORNIA ACCIDENTAL RELEASE PREVENTION STANDARDS.

Every business shall comply with reporting requirements as set forth by the Fire Department relating to hazardous materials, regulated substances and stationary sources under H&SC

Division 20, Chapter 6.95. For all purposes of this Chapter, the City's requirements contained in this Chapter shall supersede any conflicting state amendments, as allowed. In accordance with H&SC Division 20, Article 1, the Fire Department sets forth the following additional reporting requirements:

(A) The Hazardous Materials Business Plan and annual inventory reporting shall be submitted via the California Electronic Reporting System (CERS) or the local electronic reporting system developed by the Fire Department.

(B) Initial submission of the Hazardous Materials Business Plan and inventory is required within 30 days of handling hazardous materials at the facility.

(C) A tank vehicle, tank car, or container used to transfer hazardous materials to or from an approved on-site storage vessel shall be exempted from disclosure requirements if the transfer is completed within 24 hours of arrival at the facility. Tank vehicles, tank cars, or containers containing hazardous materials which are or may be connected directly to a system or process, or for transfer to or from an unapproved storage vessel, must be included with the inventory reported to the Fire Department.

(D) Except as specified in H&SC §25536(a), at the request of the Fire Chief, the Fire Department requires the handler to implement all activities and programs specified in the Risk Management Plan (RMP) within one year following the submission of the RMP pursuant to H&SC §25535.1. Implementation of the RMP shall include carrying out all operating, maintenance, monitoring, inventory control, equipment, inspection, auditing, record keeping and training programs as required by the RMP. The Fire Department may grant an extension of this deadline in writing upon showing of good cause, as determined by the Fire Department in its sole discretion.

(E) Any risk management plan or supporting technical information requested by the Fire Department pursuant to §25536(b) of the H&SC shall be submitted in accordance with the schedule established by the Fire Department.

(F) The Fire Department finds pursuant to §25507(f) of the H&SC, that the following hazardous materials, under stated circumstances, would not pose a present or potential danger to the environment or to human health and safety if released into the environment. Therefore, the following hazardous materials warrant exemption from provisions of H&SC Division 20, Chapter 6.95, §25506.

(1) Carbon dioxide compressed gas used for carbonation of beverages and stored in quantities of not more than six thousand (6,000) cubic feet at standard temperature and pressure. Liquefied carbon dioxide used for carbonation of beverages and stored in quantities of not more than one thousand (1,000) cubic feet at standard temperature and pressure.

(2) Fluorocarbons, chlorocarbons and chlorofluorocarbons in a closed cooling system used for the purpose of air conditioning. Refrigeration systems may be exempted on a case-by-case basis.

(3) Closed fire suppression systems.

(4) Compressed air and oxygen in cylinders, bottles, and tanks used by Fire Departments and other governmental emergency response agencies for the purposes of emergency response and safety.

(5) Waste oil stored in quantities that do not exceed 55 gallons and the facility generating the waste oil has an active EPA identification number with the State.

(6) One spare forklift propane cylinder which does not exceed an 8-gallon water capacity provided the cylinder is secured in accordance with the California Fire Code.

(7) Lead-acid batteries, propane, and other fuels when stored on material handling equipment such as forklifts.

(8) A 10% or less concentration of a material classified as an irritant only when diluted with water.

(G) The Fire Department finds pursuant to §25507(a)(4)(A&B) of the H&SC, that the following hazardous materials requires the submittal of a business plan in response to public health, safety, or environmental concerns.

(1) Liquids or solids with a flash point less than 500°F are excluded from the irritant and sensitizer exemption in §25507(a)(4)(A).

(2) Hazardous material contained solely in consumer products that are stored at establishments primarily engaged in wholesale distribution are excluded from any business plan exemption in H&SC Division 20, Chapter 6.95, Article 1.

§ 97.325 HAZARDOUS WASTE GENERATOR AND ON SITE TREATMENT STANDARDS.

(A) Hazardous waste generating facilities within the City's jurisdiction are required to report the total number of employees.

(B) *Special permit for very small quantity generators of hazardous waste.* Businesses that generate less than or equal to one gallon or ten pounds of hazardous waste per month (less than 12 gallons or 120 pounds per year) as defined in the H&SC and in the CCR are eligible for a Very Small Quantity Hazardous Waste Generator Special Permit (VSQG Special) from the City. Waste material cannot be an acutely hazardous waste as listed in 40 CFR. All requests for a Very Small Quantity Hazardous Waste Generator Special Permit shall be made in writing by the business and is subject to approval by the Fire Department.

(C) *Self-audit program.* The City hereby enacts a self-audit program for businesses with ten employees or less, that will allow them a reduction in their hazardous waste generator fees. The fee reduction will be set by resolution of the City Council and will become part of the annual hazardous waste generator fees. The implementation of this program is subject to the approval of the Fire Chief and may be discontinued at the Fire Chief's discretion. Additional businesses can qualify to participate in the program if approved in writing by the Fire Chief. The

self-audit program is a voluntary program and all of the following eligibility and operational requirements must be met in order for the business to participate:

(1) Generators of hazardous waste must have one employee complete the Self Audit Compliance training offered by the Fire Department. If a company has multiple facilities or addresses, only one employee is required to attend the training.

(2) All past and present Fire Department fees must have been fully paid.

(3) A Fire Department self-audit checklist form must be completed and received by the Fire Department within the required period and signed by the employee who completed the compliance training.

(4) The business cannot be a large quantity generator as defined by federal and state laws and regulations.

(5) The business must maintain compliance with all applicable federal, state, county and City laws and regulations at all times.

(D) *Conditionally exempt small quantity generator silver waste only permit.* Businesses that generate less than 27 gallons per month of hazardous waste and the waste is hazardous solely due to the content of silver are eligible for a Conditionally Exempt Small Quantity Generator Silver Waste Only Permit (CESQG Silver).

(E) *Excluded Recyclable Waste Only Permit.* Businesses that generate more than 100 kg (27 gallons) of hazardous waste that is recycled onsite using an approved exclusion or exemption found in §25143.2 of the H&SC, and do not generate any other hazardous waste that is not recycled per the exclusion in §25143.2, are eligible for an Excluded Recyclable Waste Only Permit. To qualify for this permit, the generator must submit a Recyclable Materials Report to the Fire Department every even numbered year and upon request by the Fire Department.

(F) *Hazardous Waste Haulers Permit.* Businesses lawfully registered with the state as a hazardous waste hauler and having a location within the City of Santa Fe Springs where trucks, trailers, or vehicles containing hazardous material or waste are to be parked or stored, shall first obtain a Hazardous Waste Haulers Permit from the Fire Department before engaging in this use. Such businesses shall undergo periodic inspections by the Fire Department to ensure that hazardous material or waste is being handled in compliance with all local, county and state laws and regulations. No person regulated by this section shall park trucks, trailers or vehicles containing hazardous material or waste in the City without first obtaining this permit, nor shall any such person violate any permit conditions or requirements..

§ 97.330 SITE ASSESSMENT/REMEDIAL INVESTIGATION AND REMEDIAL ACTION STANDARDS.

(A) A site assessment/remedial investigation is required whenever there is an actual or suspected release of hazardous materials, industrial waste or crude oil or residue of an unauthorized release of a hazardous material, industrial waste, or crude oil into the environment.

Remedial action is required when the release into the environment may pose a threat to public health and safety of the environment. No person shall engage in the process of site assessment/remedial investigation or remedial action on a site, where an actual or suspected hazardous material release has occurred and where the responsible party is seeking regulatory oversight from the Fire Department, until an Environmental Oversight Agreement form has been submitted and accepted by the Fire Chief.

(B) No person shall engage in site assessment/remedial investigation or non-emergency remedial action work pursuant to this Chapter without first submitting and obtaining Fire Department written approval for appropriate work plans and documents, as determined by the Fire Chief.

(C) The Fire Chief may order assessment, analysis or examination of any apparent, threatened, or suspected releases or release residues to determine the nature, concentration, lateral and vertical extent, potential for migration, and risk to public health or the environment from the release or release residual. Responsible persons for the threatened or suspected release shall oversee the services of qualified and state licensed service providers to perform such actions and their analysis, findings, conclusions, determinations and recommendations shall be tendered to the Fire Chief in a period required by the Fire Chief.

(D) The results and reporting for any site assessment/remedial investigation or remedial action conducted under the Fire Department's oversight shall be submitted and approved by the Fire Chief in writing.

(E) No person shall engage in site assessment/remedial investigation or remedial action work without the appropriate education, experience, training, equipment, and professional certifications as determined by the Fire Chief.

(F) The Fire Chief may order the submittal and approval of a Soils Management Plan prior to the commencement of post-soil remediation earthwork activities at sites with known or suspected residual contamination.

§ 97.335 SPILL CONTAINMENT AND SECONDARY CONTAINMENT STANDARDS.

(A) Spill containment, as required by this Chapter, or pursuant to the laws and regulations incorporated herein, is required for any operation, process, or equipment, use, or storage of liquid industrial grade materials and wastewater; as well as crude oil, and hazardous materials which includes hazardous waste as deemed necessary by the Fire Chief.

(B) Legible plans with construction specifications must be submitted, along with a plan review fee, to the Fire Department and a permit to construct as defined in §97.405 must be approved prior to installing fixed spill containment or secondary containment systems, devices, structures or improvements. Monitoring plans may be required for underground storage tanks exempted by 23 CCR §2621(a)(10) and (12) and are subject to approval by the Fire Chief. Procurement of a permit to construct pursuant to this section shall not excuse a business, handler,

owner or other person from complying with all permit and other requirements of Title XV [Land Usage] of the Code.

(C) The use of valves for draining secondary containment systems is prohibited unless specifically required under the California Fire Code.

(D) Rainwater collected in secondary containment areas must be managed such that no deleterious material enters the storm drain system.

§ 97.340 UNDERGROUND STORAGE TANK STANDARDS.

(A) Underground storage tanks, their installation, modification, repair, upgrade, removal, closure, and modification, shall, at all times, comply with the guidelines, standards, and forms that have been established in the Fire Department's Underground Storage Tank Installation Application Package and Underground Storage Tank Closure Application Package, and pursuant to this Chapter, adopted laws and regulations. Applications for a change of underground storage tank ownership or permit transfer shall be done using the "Underground Storage Tank Change of Ownership/Permit Transfer Package".

(B) It shall be unlawful for any business, handler, owner or other person, to construct, install, modify, repair, upgrade, maintain, temporarily close, remove or abandon in place any underground storage tank system, any associated piping or any monitoring equipment without first obtaining a permit as defined in §97.405 and written approval from the Fire Department. The Fire Chief may waive this requirement for the replacement of sensors and line leak detectors with identical make and model numbers as the existing equipment. Procurement of a permit pursuant to this section shall not excuse a business, handler, owner or other person from complying with all permit and other requirements of Title XV [Land Usage] of the Code.

(C) Fill risers and any remote fill lines to underground storage tanks storing a waste that meets the definition of a hazardous substance as defined in H&SC, Chapter 6.7, §25281 (h) shall, at all times, have watertight secondary containment and overfill protection consisting of an audible and visual high level alarm and a ball float vent valve to help prevent hazardous material releases and overfills unless an equal or superior alternative is first approved by the Fire Chief in writing. An underground tank lawfully installed before December 22, 1998 for the purpose of storing a waste that meets the definition of a hazardous substance as defined in H&SC Chapter 6.7, §25281 (g), may be exempt from this requirement.

(D) Secondary Containment Testing shall, at all times, be performed in accordance with the City's "Standard for Secondary Containment Testing of Underground Storage Tank Systems." Variations to this standard may be requested in writing and are subject to the Fire Chief's written approval.

(E) Spill Container Testing shall, at all times, be performed in accordance with the City's "Standard for Annual Spill Container Testing". Variations to this standard may be requested in writing and are subject to the Fire Chief's written approval.

(F) Sensors used to detect liquid for purposes of detecting a leak from an underground storage tank system shall, at all times, be retestable.

(G) In accordance with H&SC § 25299.2(a), the Fire Department hereby adopts the following local regulations in addition to the California Underground Storage Tank Regulations Title 23, Division 3, Chapter 16, CCR and Chapter 6.7 of the H&SC:

(1) Interior tank lining referenced in 23 CCR §2662(c) and 2663 is not allowed unless approved by the Fire Chief in writing.

(2) The use of bladder systems referenced in 23 CCR §2662(c) and §2664 is not allowed unless approved by the Fire Chief in writing.

(3) Cathodic protection for underground storage tank systems referenced in 23 CCR §2662(c) and §2666(b) is not allowed as a means of meeting corrosion protection requirements unless approved by the Fire Chief in writing.

(4) Underground tanks used for emergency spill containment tank must comply with §97.335(B) of the Spill Containment and Secondary Containment Standards.

(5) Installation of discriminating sensors for purposes of meeting the requirements for underground storage tanks system monitoring as described in 23 CCR §2632(c)(2)(A) and 2643(f) is prohibited unless the sensors are programmed to alarm immediately upon the detection of any liquid.

(I) Underground storage tank systems installed after July 1, 2004 shall be constructed using rigid penetration fittings for sumps.

(J) The installation of below grade vaulted tanks containing a California Fire Code Class I, II, or IIIA liquid is prohibited without prior approval by the Fire Chief.

§ 97.345 INDUSTRIAL/COMMERCIAL FACILITIES STORM WATER PROGRAM STANDARDS.

(A) Industrial/Commercial storm water facilities that are defined as critical sources of pollutants of storm water shall be inspected by the City to ensure compliance with applicable elements of Chapter 52 of the City's Code.

(B) Critical source facilities are defined in the Los Angeles County MS4 permit issued by the California Regional Water Quality Control Board, Los Angeles Region.

(C) Facilities that acquire or apply for a Conditional Exclusion – No Exposure Certification as allowed under the NPDES General Permit for Storm Water Discharges Associated with Industrial Activities are subject to inspection to verify their eligibility.

PERMITS

§ 97.400 ANNUAL CUPA PERMIT REQUIREMENTS

(A) *Programs & activities requiring a CUPA Permit.* No handler, owner or other person, shall commence, conduct, carry on, continue, engage in, or undertake any of the following programs or activities regulated by this Chapter without first obtaining a valid CUPA Permit from the Fire Department pursuant to this section. The Fire Department may impose conditions with the CUPA Permit to ensure that the purposes of this Chapter are achieved.

(1) Store, handle or use hazardous materials in quantities requiring a business plan unless specifically exempted by this Chapter.

(2) California Accidental Release Prevention Program.

(3) Aboveground Petroleum Storage Tank Program.

(4) Generate or handle hazardous waste.

(5) Treat hazardous waste on-site under conditionally exempt, conditionally authorized or permit-by-rule authorization.

(6) Generate, dispose and/or discharge liquid industrial wastewater.

(7) Operate underground tanks for the storage of hazardous substances.

(8) Operate an industrial or commercial facility defined as critical source of pollutants of storm water in the Los Angeles County MS4 permit.

(9) Operational permits issued under the authority of the California Fire Code.

(10) Operate a Hazardous Waste Hauler facility.

(B) *Multiple locations CUPA Permits.* A business conducting operations at more than one address or within multiple building structures on a single parcel may be required to obtain more than one CUPA Permit. The Fire Department shall determine the number of CUPA Permits required if there are multiple structures at a single address based on what is deemed necessary and appropriate to effectively administer the provisions of this Chapter.

(C) *CUPA Permit Issuance.* The following requirements for a new CUPA Permit shall be completed prior to the commencement of activities, or the creation of conditions, that are regulated by this Chapter:

(1) All necessary documents, plans, and supporting information received and accepted by the Fire Department.

(2) All CUPA Permit fees, as established by resolution of the City Council, as well as all required state fees and charges, shall be tendered in full by the applicant and received by the Fire Department.

(3) Any additional actions that are required by the Fire Department or the City (including but not limited to, a site inspection and procurement of all other license, Permits and approvals as required) shall be completed.

(D) *CUPA Permit Renewal.* The CUPA Permit must be renewed annually. The following requirements for renewal of a CUPA Permit shall be completed BEFORE the CUPA Permit will be reissued:

(1) The facility shall be in substantial compliance with the requirements of all Unified Program Elements.

(2) All applications and renewal forms, reports, and plans that are required by this Chapter, shall be received by the Fire Department.

(3) All CUPA Permit fees and applicable late payment penalties, as established by resolution of the City Council, as well as all required state fees and charges, shall be received by the Fire Department.

(E) *CUPA Permit not Transferrable.* Any CUPA Permit that is issued pursuant to this Chapter is not transferable to another person, entity, business or location except as authorized by H&SC §25284.

(F) *CUPA Permit Posting.* A valid CUPA Permit issued pursuant to this Chapter shall be posted and conspicuously displayed at the permitted facility at all times.

§ 97.405 PERMITS FOR CONSTRUCTION, INSTALLATION, DEMOLITION, CLOSURE OR SITE MITIGATION (NON-RECURRING)

Prior to initiating any new construction, equipment installation, tank closure and/or removal, site assessment and contaminant mitigation, or other activity regulated by this Chapter, a Permit must be obtained by the Fire Department. Where applicable, this permit will comply with the requirements identified in Section 105 of the California Fire Code. These Permits are non-recurring.

§ 97.410 INDUSTRIAL WASTE DISPOSAL PERMIT

No facility shall generate, treat and/or dispose industrial waste, either through off-site disposal or on-site discharge to the Sanitary Sewer, without obtaining and maintaining a Permit from the Fire Department. The Fire Department may waive this requirement if the quantity and characteristics of the industrial waste generated at the facility is considered by the Fire Department to be insignificant. The initial application, 5 year renewals, amendments, and plan

reviews are subject to a non-recurring fee. The industrial waste disposal permit is renewed annually as part of the CUPA Permit. One of the following Industrial Waste permits shall be required:

(A) *Joint Industrial Wastewater Discharge Permit.* A Joint Industrial Wastewater Discharge Permit is required for any facility that discharges industrial wastewater to the Sanitary Sewer unless specifically exempted. This permit requires approval from both the Fire Department and the Los Angeles County Sanitation Districts. The term of the Joint Industrial Wastewater Discharge Permit is typically 5 years.

(B) *City Industrial Waste Disposal Permit.* A City Industrial Waste Disposal Permit is required if the facility generating, treating, and/or disposing industrial wastewater is not required to obtain a Joint Industrial Wastewater Discharge Permit. The City Industrial Waste Disposal Permit is renewed annually with the CUPA Permit.

§ 97.415 PERMIT CONDITIONS

Permits issued pursuant to the Chapter shall be subject to conditions imposed by statute and regulation and such additional conditions as the Fire Department determines are necessary to promote the purposes and objects of this Chapter.

§ 97.420 REVOCATION OR SUSPENSION OF PERMIT

Any Permit issued pursuant to this Chapter may be revoked or suspended during its term, upon one or more of the following grounds:

- (1) Violation of any of the terms or conditions of the Permit, including nonpayment of fees.
- (2) Obtaining the Permit by misrepresentation or intentional failure to fully disclose all relevant facts.
- (3) Failure to comply with any of the terms or conditions of an administrative enforcement order, including non-payment of any penalties.
- (4) A change in conditions at the facility that lead the Fire Department to require the termination of the permitted activity to protect the public health, safety and welfare and to comply with the purposes of this Chapter.
- (5) Violation of any provision of this Chapter, including the laws, ordinances and regulations incorporated by reference in this Chapter.

FEES

§ 97.500 FEE PROVISIONS

(A) *Fees Required.* Fees are hereby imposed on all handlers, owners and other persons who are subject to this Chapter for required Permits and to recover the costs associated with administering the regulations of the Environmental Protection Ordinance. The City Council shall establish such fees and may subsequently amend them in a schedule of fees that is adopted by resolution. In no event, however, shall unified program element fees exceed those prescribed under state law as set forth in *California Health & Safety Code §25404.1.1*.

(B) *Fees for non-recurring Permits* Fees for non-recurring permits issued pursuant to §97.405 and 97.410 are due at the time of application.

(C) *Fee Refunds.* The fees imposed by this section are nonrefundable and a permittee who terminates operations or regulated activities that are regulated by the CUPA Permit shall not be entitled a refund of fees for any remaining portion of that CUPA Permit period.

(D) *Fee exemption.* Any person or business which conducts, exclusively for charitable purposes, an activity for which a permit is required under this chapter, and from which no person benefits through the distribution of profits, payment of excessive charges or compensation, or the more advantageous pursuit of their business or profession shall obtain all required permits, and not be charged any fee for such permit. A written affidavit with the facts showing entitlement to such exemption from a fee requirement may be required by the Fire Chief. A person or business which conducts an activity for which a permit is required by this chapter shall be deemed to qualify for a no-fee permit if it complies with §214 of the California Revenue and Taxation Code as now or hereafter amended.

(E) *CUPA Invoice.* All annual CUPA Permit fees shall be consolidated by the Fire Department into a single annual invoice. The annual invoice shall also include Fire Department fees for the environmental & life safety protection programs listed in 97.105(G) of this Chapter, operation permits issued by Fire Prevention and any state-mandated service fees.

(F) *Delinquent CUPA Permit Renewal Fees.* Fees for renewal of a CUPA Permit are due as stated on the CUPA Invoice. Fees not received by the CUPA Invoice due date are delinquent and a late payment penalty may be added to the delinquent fees. The amount of the late payment penalty is established by a resolution of the City Council. Late payment penalties may not be waived unless the Fire Chief determines that the Fire Department imposed them in error. Failure to pay CUPA Permit fees in a timely manner is a violation of this Chapter and imposition of a late payment penalty shall not bar the City from concurrently exercising any of its remedies in connection with said violation. Delinquent fees and late payment penalties are recoverable by the City in any manner allowed by law.

(G) *State Service Fees.* Any State imposed service fee applied to a unified program element by Cal EPA as determined by the Secretary shall be listed as a separate item on each CUPA Invoice issued by the Fire Department. Any such State imposed service fee shall be

collected by the Fire Department and transmitted to the State in accordance with the Act and related regulations.

(H) *Hazardous Materials Business Plan Fees.* The annual fees listed on the CUPA Invoice for Hazardous Materials Business Plans are based upon the information contained in the most recent required submission of the inventory of hazardous materials or Regulated Substance Reporting Form. The quantity reported is considered to be current inventory or potential inventory unless amended as required pursuant to §25508.1 of the Health and Safety Code.

(I) *Re-inspection Fee.* The Fire Department may impose a re-inspection fee on any handler, owner or other person who violates this Chapter for each successive inspection of a facility or premises on which the violation is detected. The amount of the re-inspection fee is established by a resolution of the City Council. In the event such fees are not paid, the Fire Department may decline to renew or revoke the permit until such fees are paid. In this event, the permittee shall not continue, maintain or resume the activity, use or condition that the expired permit had previously authorized. The City may recover such fees in any other manner provided by law.

(J) *Fee Proration.* Facilities that first become subject to annual CUPA permit requirements after January 1 will be charged one-half of the annual fee amount established by the City Council resolution for that fiscal year.

(K) *Fee Modification.* The Fire Chief, with the concurrence of the City Council, may prospectively modify the fees charged for permits at particular types of facilities if the Fire Chief, in his discretion, believes that the standard fee(s) for such facilities do not accurately defray the costs to the Fire Department for administration of the Environmental Protection Ordinance.

ENFORCEMENT

§ 97.600 ENFORCEMENT PROVISIONS.

(A) *Violations.* Unless otherwise specified in this Chapter or in controlling state law, any violation of any provision or requirement of this Chapter, or of any permit, approval, condition or corrective order made pursuant to this Chapter, is unlawful and a misdemeanor punishable in accordance with §10.97 of the Santa Fe Springs Municipal Code, as well as pursuant to applicable county and state laws (including, but not limited to, the administrative remedies set forth in California Health & Safety Code §25404.1.1). The Fire Department may exercise any or all of the remedies that are authorized by this Code, concurrently or otherwise, to address violations of this Chapter, as well as those remedies that are authorized by the laws and regulations that are adopted herein by reference. The Fire Department's imposition of civil fines or penalties, as authorized by law, for a violation of this Chapter, shall not preclude the imposition of additional sanctions, or the exercise of additional remedies against responsible persons as allowed by law. Each and every day a violation continues shall constitute a new and separate offense. Any person committing, continuing or permitting such an offense may be charged with a new and separate offense for each day such violation is continued.

(B) *Penalties.* Criminal, civil, and administrative penalties apply to violations defined in relevant portions of California Health & Safety Code §25404, the California Fire Code, and this Chapter.

(C) *Judicial Review.* Unless otherwise specified under state or federal law, the timeframes for judicial review of any final administrative order under this Chapter are as set forth in California Code of Civil Procedure Section 1094.6.

(D) *Power of arrest.* Subject to complying with the requirements of Penal Code §832 and/or §31.01 of the Santa Fe Springs Municipal Code, Fire Department Personnel, may make arrests of responsible persons who violate this Chapter.

(E) *Injunctions.* When any person has engaged in, is engaged in, or threatens to engage in, any acts or practices which violate this Chapter, or any resolution, rule, or regulation adopted pursuant to this Chapter, the City Prosecutor may, in addition to any other available remedy, apply to any court of competent jurisdiction for an order enjoining those acts or practices, or for an order directing compliance.

(F) *Notices to cease and desist.* Nothing in this Chapter shall prohibit the Fire Chief from electing to issue notices to cease and desist, notices of violations, or other types of warning notices as a precursor to more formal enforcement actions. The Fire Chief may issue such notices requiring the owner or operator of any facility, or any other responsible person for any violation of this Chapter, to make any required corrective actions, including, but not limited to, the following:

(1) Immediately discontinue any prohibited discharge of a hazardous material, liquid industrial grade materials and/or waste,

(2) Immediately discontinue any other violation of this Chapter.

(3) Remediate the area affected by the violation to the satisfaction of the Fire Department.

(G) *Operating with an expired CUPA Permit.* Any business that conducts, carries on, continues, engages in, or undertakes any activity or use, or that creates or maintains any condition that is regulated by this Chapter with an expired CUPA Permit, is in violation of this Chapter.

(H) *Falsified Information.* No handler, owner or person shall make any false statement, omission or representation in any application, record, permit or other document filed or used for purposes of compliance with this Chapter. Providing false information is a violation of this Chapter.



City of Santa Fe Springs

City Council Meeting

July 10, 2014

NEW BUSINESS

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.


BACKGROUND

At the June 12, 2014 meeting, the City Council approved a list of 30 Bond-funded CIP projects with a total estimated cost of \$18.5 million. The CIP Subcommittee (Councilmembers Rounds and Sarno) developed the Bond-funded CIP project list for Council consideration and approval. The City Council was authorized by the State to begin spending the bond proceeds on capital projects effective July 1, 2014.

Following City Council approval of the project list, the CIP Subcommittee met with staff and provided policy direction on which projects should be initiated effective July 1, 2014. Following is a list of the initial Bond-funded projects and the anticipated completion dates:

<u>Project</u>	<u>Budget</u>	<u>Estimated Completion Date</u>
Library Parking Lot Slurry Seal	\$ 20,000	10/31/2014
Child Care Center Playground	\$ 40,000	10/31/2014
Fire Station HQ – Replace Generator	\$ 355,000	11/30/2014
Police Services Center – Replace Generator	\$ 135,000	11/30/2014
Soaring Dreams Plaza Restoration	\$ 278,000	12/15/2014
Clarke Estate Sound Improvements	\$ 100,000	12/31/2014
Networking Equipment Upgrade	\$ 154,000	12/31/2014
Reader Board Upgrade	\$ 75,000	12/31/2014
Fire Station No. 4– Roof Improvements	\$ 115,000	01/31/2015
Pavement and Sidewalk Study	\$ 100,000	06/30/2015

The CIP Subcommittee will provide the City Council with quarterly CIP project status reports.


Thaddeus McCormack
City Manager

Attachments:
None

Report Submitted By:

Noe Negrete, Director
Department of Public Works

 Date of Report: July 2, 2014

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City of Santa Fe Springs

City Council Meeting

July 10, 2014

NEW BUSINESS

Soaring Dreams Plaza – Approve Restoration Plan

RECOMMENDATION

That the City Council take the following actions:

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.

BACKGROUND

At the March 13, 2014 meeting, the City Council directed staff to present the Soaring Dreams Plaza restoration plan options to the CIP Subcommittee (Councilmembers Rounds and Sarno) and the Heritage Arts Advisory Committee (HAAC) for their input and recommendation. The two options were:

1. Restore the water feature system with a system redesign; or
2. Relocate the Soaring Dreams sculptures and replace the water feature with a dynamic lighting feature illuminating the sculptures.

Pursuant to Staff presentations, both the CIP Subcommittee and HAAC agreed on a third option which consists of:

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

The recommended restoration option includes filling the underground water collection vault and installing a new surface. The CIP Subcommittee recommends installing decomposed granite as the finished surface. The HAAC recommends installing colored concrete as the finished surface.

The total estimated cost for the restoration plan with a colored concrete finished surface is approximately \$302,000. The total estimated cost for the restoration plan with decomposed granite finished surface is approximately \$278,000, or approximately \$24,000 less than the cost a concrete finish. Approximately \$50,000 of the total cost for the restoration plan is for the cost of art conservation.

Report Submitted By:

Noe Negrete, Director
Department of Public Works

Date of Report: July 2, 2014

Staff proposes the following schedule for the Soaring Dreams restoration plan:

Art Conservation

07/24/2014	City Council Authorizes RFB
08/19/2014	Bids Due
09/11/2014	City Council Awards Contract
09/22/2014	Notice to Proceed (30 working days)
10/31/2014	Art Conservation Completed

Soaring Plaza Restoration Plan

08/14/2014	City Council Authorizes RFB
09/16/2014	Bids Due
10/09/2014	City Council Awards Contract
10/20/2014	Notice to Proceed (35 working days)
12/15/2014	Project Completion

FISCAL IMPACT

The CIP Subcommittee recommends that the Soaring Dreams restoration plan be funded from the following sources:

1. The insurance claim settlement (\$111,000)
2. The Art Fund (\$100,000)
3. Capital Improvement Plan (CIP) – Bond Funds (\$67,000)

The CIP Subcommittee recommends that the City Council appropriate the funds when the art conservation and restoration construction contracts are awarded at a future meeting date.

INFRASTRUCTURE IMPACT

The restoration of the Soaring Dreams Plaza and artwork 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

July 10, 2014

NEW BUSINESS

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

RECOMMENDATION

That the City Council approve 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.

BACKGROUND

Submitted for your approval is the 2014/2015 contract renewal with the California Department of Education to provide child care and development services. This contract, in the amount of \$501,948, allows the City to provide child care and development services to eligible preschool age children. This contract amount serves approximately 48 part-day preschool age children at the Los Nietos Child Care Center and 48 full-day preschool age children at the Gus Velasco Neighborhood Center temporary buildings.

The contract MRA (Maximum Reimbursement Amount of \$501,948) is subject to further adjustment contingent upon final legislation enacted in the State FY 2013/14 budget and actual enrollment earnings.



Thaddeus McCormack
City Manager

Attachments:

Resolution No. 9452

State Contract

Federal Certification Page

RESOLUTION NO. 9452

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA
AUTHORIZING APPROVAL OF LOCAL AGREEMENT
WITH THE CALIFORNIA STATE DEPARTMENT OF EDUCATION
FOR THE PURPOSE OF PROVIDING CHILD CARE AND
DEVELOPMENTAL SERVICES
TO PRE-SCHOOL AGE CHILDREN IN FISCAL YEAR 2014-2015**

BE IT RESOLVED that the City Council of the City of Santa Fe Springs certify as to the approval of local agreement with the California State Department of Education for the purpose of providing child care and development services to State Pre-school age children in Fiscal Year 2014-2015.

BE IT FURTHER RESOLVED that the City Council of the City of Santa Fe Springs authorize approval of local Agreement No. CSPP-4161 and authorize the Director of the Community Services Department, Maricela Balderas to sign the agreement.

PASSED AND ADOPTED THIS 10TH day of July 2014.

Juanita Trujillo, MAYOR

ATTEST:

Anita Jimenez, CITY CLERK



DIRECTIONS FOR CONTRACT PACKAGE

FOR ALL CONTRACTORS:

1. Print one (1) copy of the PDF, single-sided only. (Note - the PDF includes two contracts.)
2. Review the 2014-2015 Funding Terms and Conditions (FT&C). The FT&C specify the contractual responsibilities of the State and the contractor. The FT&C will be available online next week. [://www.cde.ca.gov/fg/aa/cd/](http://www.cde.ca.gov/fg/aa/cd/)
3. Review the General Terms and Conditions (GTC 610) or General Terms and Conditions Interagency (GIA) for Interagency Contracts only. The GTC 610 and the GIA will be available online next week. [://www.cde.ca.gov/fg/aa/cd/](http://www.cde.ca.gov/fg/aa/cd/)
4. Have both copies of the contract and attachments filled out completely and signed in blue ink by the authorized official. (see Signature Authority document)
 - a. Original signatures in blue ink only; no signature stamps or copies will be accepted.
 - b. The Contractor's signature certifies compliance with both the FT&Cs and the GTC 610 or GIA (for Interagency contracts only).
5. For public agencies only - Attach one original and one copy of a resolution by the local governing body, which authorizes the execution of the contract. (see Sample Resolution)
 - a. If a public agency is pending a board resolution, attach a letter containing the following:
 - Date of next board meeting
 - Date when the resolution will be forwarded to Contracts
6. Mail both signed contracts and all completed forms within ten (10) business days to:

**Contracts, Purchasing, and Conference Services
California Department of Education
1430 N Street, Suite 1802
Sacramento, CA 95814-5901**



CONTRACT CHECKLIST
(Return this form with contract)

Contractor name _____ **Contract #** _____

Complete the checklist by placing a check mark next to each item that you are returning.

- ☐ Two (2) originally signed child care contracts
- ☐ Contractor Certification Clauses (CCC-307)
- ☐ Federal Certification CO.8, if applicable
- ☐ Board Resolution or minutes, authorizing delegation of authority, if applicable
- ☐ One (1) original and one (1) copy of a Board Resolution, authorizing execution of contract or letter stating the date of next board meeting and when resolution will be forwarded. (for public agencies, if applicable)

Please note that if any documents are missing, incomplete, or contain unauthorized signatures, the execution of the contract may be delayed.



SIGNATURE AUTHORITY FOR CHILD CARE AND DEVELOPMENT CONTRACTS

For public agencies, generally the Superintendent is the person authorized to sign contracts. For private agencies, the signer is the person listed as the authorized payee representative on the STD. 204 Payee Data Record.

If someone other than the Superintendent or authorized payee signs the contract, it cannot be executed without additional documentation.

PRIVATE AGENCIES

Signature Authority: Executive Director, Owner, President, CEO (as established by agency)

Required Documents: The signature **must** match the authorized payee representative's name listed on the STD. 204 Payee Data Record. If it does not match, provide a copy of a Board Resolution and/or Board Minutes indicating the signee has the authority to enter into and sign contractual agreements with the CDE.

PUBLIC AGENCIES

School District Signature Authority: District Superintendent

Required Documents: If someone other than the Superintendent signs the contract, provide a copy of a Board Resolution and/or Board Minutes indicating the Board authorizes the delegated individual to enter into contractual agreements with the State.

County Office of Education Signature Authority: County Superintendent of Schools

Required Documents: If someone other than the Superintendent signs the contract, attach a Board Resolution and/or Board Minutes indicating the Board approved the signature delegation and authorizes the delegated individual to enter into contractual agreements with the State.

Please note that if any documents contain unauthorized signatures, the execution of the contract may be delayed.

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 14 - 15

DATE: July 01, 2014

CONTRACT NUMBER: CSPP-4161

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 19-2194-00-4

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: CITY OF SANTA FE SPRINGS

By signing this contract and returning it to the State, the contractor is agreeing to provide services in accordance with the FUNDING TERMS AND CONDITIONS (FT&C), the GENERAL TERMS AND CONDITIONS (GTC-610) (both available online at <http://www.cde.ca.gov/fg/aa/cd/>) and the CURRENT APPLICATION which by this reference are incorporated into this contract. The contractor's signature certifies compliance with the Funding Terms and Conditions, the Current Application and the General Terms and Conditions.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2014 through June 30, 2015. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$34.14 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$501,948.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement	14,703.0
Minimum Days of Operation (MDO) Requirement	247

Any provision of this contract found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this contract.

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING Sueshil Chandra, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING	
TITLE Contracts, Purchasing and Conference Services		ADDRESS	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 501,948	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached	Department of General Services use only	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 501,948	ITEM See Attached	CHAPTER	STATUTE
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702	FISCAL YEAR	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE	

CONTRACTOR'S NAME: CITY OF SANTA FE SPRINGS

CONTRACT NUMBER: CSPP-4161

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 51,363	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-2194	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 51,363	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 24,503	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 15136-2194	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 24,503	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 343,091	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23038-2194			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 343,091	ITEM 30.10.010. 6110-196-0001	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 82,991	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-2194			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 82,991	ITEM 30.10.020.001 6110-194-0001	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

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SIGNATURE OF ACCOUNTING OFFICER	DATE	

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1430 N Street

Sacramento, CA 95814-5901

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DATE: July 01, 2014

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Department of General Services
use only

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SIGNATURE OF ACCOUNTING OFFICER	DATE	

FEDERAL CERTIFICATIONS**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period proceeding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

Check [] if there are workplaces on file that are not identified here.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency:

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACTOR)	CONTRACT #
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
<hr/>	
SIGNATURE	DATE

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

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

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department

determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

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

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

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

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued

pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services **and to authorize the designated personnel to sign contract documents for Fiscal Year 2014–15.**

RESOLUTION

BE IT RESOLVED that the Governing Board of _____

_____ authorizes entering into local agreement number/s _____ and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

PASSED AND ADOPTED THIS _____ day of _____ 2014, by the
Governing Board of _____
of _____ County, California.

I, _____, Clerk of the Governing Board of
_____, of _____, County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a _____ meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

(Date)



City of Santa Fe Springs

City Council Meeting

July 10, 2014

NEW BUSINESS

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.

BACKGROUND

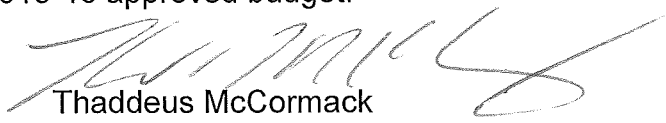
Negotiations with the SFSCEA (representing general employees) has concluded and an agreement has been reached with the group. The SFSCEA membership ratified the agreement on June 25. The most notable highlights in the proposed FY2014-16 MOU are:

- 1) A one-time, non-PERSable, lump sum dollar amount 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) A 1.25% salary increase for Part-Time Benefitted employees.
- 3) Contributions to medical premiums for Tier 1 employees will be increased by 1% on January 1, 2015, and by the CPI index, not to exceed 3% on January 1, 2016.
- 4) An additional ½ day holiday on December 24 effective July 1, 2014, and effective January 1, 2015, discontinuing December 26 as a holiday when December 25 falls on a Thursday.
- 5) A City match of deferred compensation employee contributions to a maximum of 1.0% for SFSCEA members at a 2:1 ratio.

Attached to this report is the revised Comprehensive Memorandum of Understanding for the SFSCEA, which incorporates the agreed upon changes.

FISCAL IMPACT

The estimated cost associated with the SFSCEA MOU is \$125,200 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.


Thaddeus McCormack
City Manager

Attachments:
Comprehensive MOU
Tentative Agreements

**CITY OF SANTA FE SPRINGS
TENTATIVE AGREEMENT BETWEEN REPRESENTATIVES OF THE CITY OF
SANTA FE SPRINGS AND
THE SANTA FE SPRINGS CITY EMPLOYEES ASSOCIATION, INC.**

JUNE 25, 2014

In accordance with provisions of the Meyers-Milias-Brown Act, Section 3500, et.seq., of the California Government Code, and the City of Santa Fe Springs Resolution No. 3005, setting forth procedures on employer-employee relations, the parties to this agreement have met and conferred in good faith and have reached agreement upon matters within the defined scope of representation as set forth herein and have agreed to jointly recommend to the Association membership for approval and to the City Council of the City of Santa Fe Springs that appropriate actions be taken to implement the following changes in salaries, benefits, and other terms and employment for the employee-members represented by the Association.

1. TERM: July 1, 2014, to June 30, 2016 (2 years).

2. LUMP SUM:

- a. 2014: On or around July 24, 2014, the City will contribute \$800 (non-PERSable) to all full-time represented employees' deferred compensation account or cash in lieu as a lump sum. (employee's choice)

Effective July 1, 2014, salary ranges of part-time benefitted employees will be increased by 1.25%.

- b. July 1, 2015: On or around the second payday in July 2015, the City will contribute \$800 (non-PERSable) to all full-time represented employees' deferred compensation account or cash in lieu as a lump sum. (employee's choice)

Effective July 1, 2015, salary ranges of part-time benefitted employees will be increased by 1.25%.

3. HEALTH BENEFITS:

- a. Medical Insurance: City agrees to increase the medical cap for Tier 1 employees only by 1% effective January 1, 2015.

The City also agrees to increase the medical cap for Tier 1 employees by CPI to a maximum of 3.0%, rounded to the closest tenth of a per cent, effective January 1, 2016.

- b. Supplemental Benefits: Agree as proposed; "The City will continue to pay for dental, life and long-term disability insurance premiums and any

additional premium costs to cover these benefits, as agreed in the July 1, 2012 – June 30, 2014 MOU.

4. DEFERRED COMPENSATION:

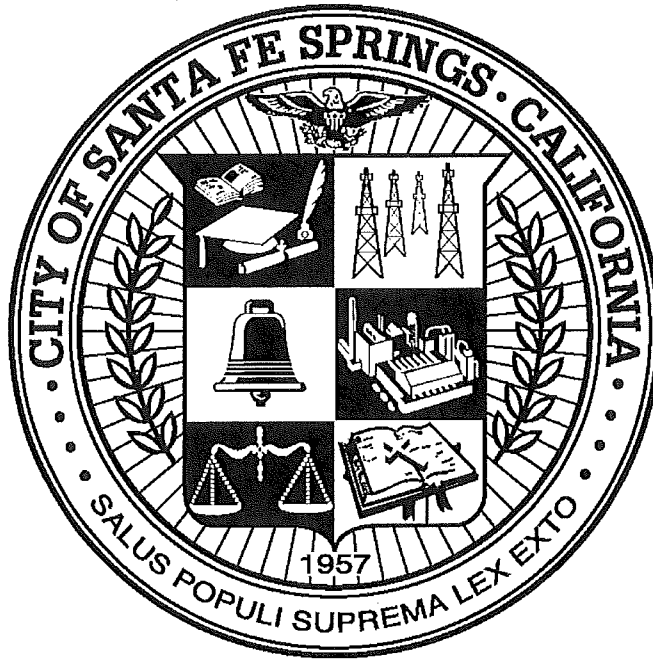
Effective July 1, 2014, the City agrees to match employee contributions into their deferred compensation plan at a rate of 2:1 to a maximum of 1.0% (lump sum contribution of #2 above is not eligible for the match contribution). To receive the City's 1.0% match, the employee must contribute 0.5%.

Effective July 1, 2015, the City will continue to match employees contributions into their deferred compensation plan at a rate of 2:1 to a maximum of 1.0% (lump sum contribution of #2 above is not eligible for the match contribution).

The City and the Association jointly acknowledge that 0.5% of the deferred compensation match has not been reinstated.

5. FACILITY CLOSURE/HOLIDAY

Effective July 1, 2014, the City will provide an additional ½ day holiday on December 24, making December 24 a full day holiday. Effective January 1, 2015, the City will discontinue December 26 as a holiday when December 25 falls on a Thursday (next occurrence 2025).



MEMORANDUM OF UNDERSTANDING

between the

CITY OF SANTA FE SPRINGS

and the

SANTA FE SPRINGS EMPLOYEES ASSOCIATION

July 1, 2014 - June 30, 2016

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Preamble

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

Article I. **Recognition and Rights**

Section 1. Representation and Duration

This MOU is between the City of Santa Fe Springs (City or Employer) and the Santa Fe Springs Employees Association (hereinafter referred to as the Association) and shall remain in full force and effect between the dates of July 1, 2014 and June 30, 2016.

Section 2. Recognition

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

Section 3. Release Time

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

Section 4. Labor Relations Committee

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

Section 5. Bulletin Board Space

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

Article II. **Management Rights**

Section 1. General Provision

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

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

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

Section 2. Disciplinary Action and Employment Separations

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

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

Section 3. Re-Opener

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

Section 4. Waiver

Except as provided herein, the Association hereby expressly waives any right to request any improvements or changes in salaries, benefits or other terms and conditions of employment for the employees represented by the Association which would take effect prior to July 1, 2016, and the City of Santa Fe Springs, through its representatives, shall not be required to meet and confer as to any such request.

Article III.
Work Period, Hours and Staffing

Section 1. Work Period

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

Section 2. Modified Duty

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

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

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

Article IV.
Wages and Compensation

Section 1. Pay Plan

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

Section 2. Wages

Effective July 1, 2013, the City will provide a cost of living adjustment (COLA) based upon the March 2012 - March 2013 Consumer Price Index as published by the Department of Labor's Bureau of Statistics, All Urban Consumers, March 2012 to March 2013) for the Los Angeles-Orange County, Riverside area with a minimum of two and one half percent (2.5%) and a maximum of three and one half percent (3.5%). (Note: Salary was adjusted by 2.5%.)

From July 1, 2013 through December 31, 2013, employees will be subject to a four percent (4.0%) furlough deduction. Employees will be provided with 42 furlough hours to be used for facility closures during the week of the Christmas holiday, December 23-27, 2013.

On or around July 24, 2014, the City will contribute \$800 (non-PERSable) to each full-time represented employee's deferred compensation account or pay cash in lieu as a lump sum (employee's choice).

Effective July 1, 2014, the salary ranges of part-time benefitted employees will be increased by an additional 1.25%.

On or around the second payday in July 2015, the City will contribute \$800 (non-PERSable) to each full-time represented employee's deferred compensation account or pay cash in lieu as a lump sum (employee's choice).

Effective July 1, 2015, the salary ranges of part-time benefitted employees will be increased by 1.25%.

The salary range for each classification covered by this agreement effective July 1, 2014, shall be as set forth in Attachment A.

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

Section 3. Special Assignment Pay - Bilingual

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

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

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

Section 4. Excellence in Performance Pay

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

Section 5. Longevity Pay

Full time-general employees who commenced service prior to January 1, 1983 and have maintained continuous service to the City of Santa Fe Springs are entitled to the following:

- A 5½ % salary increase upon completion of 8 years of continuous full-time service
- An additional 5 ½% salary increase upon completion of 16 years of continuous full-time service
- An additional 5 ½% salary increase upon completion of 22 years of continuous full-time service

Regardless of hire date, a full-time general employee who has 25 years of service as a benefitted employee of the City of Santa Fe Springs will receive a 3.0% longevity pay adjustment upon their completion of 25 years of service. (PPPM2.21e)

Section 6. 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 in the range. The test shall assess cardiovascular fitness, flexibility and strength.

The program shall be administered by the City as set forth by Personnel Policies and Procedures Section 2-2.7a: Physical Fitness Pay – General Employees. Participation in this program is optional and is not required of employees. All decisions regarding the Physical Fitness Incentive Program are at the sole discretion of the City and are not subject to appeal. (*Res. #5969; PPPM 2-2.7a*)

Section 7. Overtime Compensation

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

Section 8. Standby Compensation

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

Section 9. Call Back Compensation

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

Section 10. Deferred Compensation Program

The City's deferred compensation program is designed to provide employees with a supplemental retirement savings plan. It is established and regulated according to Internal Revenue Service (IRS) guidelines and is known as an IRS 457(b) Plan. It is a tax deferral program in which an employee may elect to defer compensation up to the amount permitted by the IRS for any particular calendar year and thereby realize an

immediate tax benefit. The money is invested and available to the employee with interest after retirement. IRS "catch-up" provisions are also available under this plan.

The City matches contributions by full-time employees to the City's Deferred Compensation Plan at a rate of 2:1 up to a maximum of 1.5%. To receive the City's 1.5% match, the employee must contribute .75%.

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

Effective July 5, 2010, the City will suspend the match provision to participating employees' deferred compensation deposits and will no longer provide any City contributions to an individual's deferred compensation account. (2010-11 MOU).

Effective July 1, 2014, the City agrees to match employees' contributions into their deferred compensation plan at a rate of 2:1 to a maximum of 1.0% of the employee's annual base salary. To receive the City's 1.0% match, the employee must contribute 0.5% of his/her annual base salary. The City's one-time \$800 contribution on July 2014 is not eligible for the match.

Effective July 1, 2015, the City will continue to match employees' contributions into their deferred compensation plan at a rate of 2:1 to a maximum of 1.0%. The City's one-time \$800 contribution on July 2015 is not be eligible for the match.

The City and the Association jointly acknowledge that 0.5% of the deferred compensation match has not been reinstated.

Section 11. Class A Driver's License

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

Section 12. Cost of Living Data

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

Article V.
Retirement Benefits

Section 1. Retirement Plan For Employees Hired Before September 01, 2011 (Tier 1):

Full-Time Employees

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 (EPMC) 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 general employees, the "normal" retirement age upon which calculations are based is 55. Minimum retirement age is 50. The basic unmodified retirement allowance at age 55 can be calculated by multiplying the number of years of credited service by 2.7%. This plan is commonly known as "2.7% @ 55". (01-02 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	2.7% @ 55
Employee Contribution Rate	8% 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	Unused sick leave will be converted to service credit at the rate of .004 year of service for each day of sick leave, provided there are less than 120 days between the member's separation date and retirement date.
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.
Contract exclusions (Identified as those positions that are not eligible for PERS retirement credit)	All hourly rated or hourly based employees. (This refers to part-time employees.)

Effective July 1, 2013, all full time employees in the bargaining unit will continue to contribute two and one half (2.5%) percent of their salary on a pre-tax basis by payroll deduction under Government Code Section 20516(a) to offset the City's costs in providing enhanced retirement benefits. This is pursuant to the contract amendment between the City and CalPERS that was effective January 2, 2012, and based on the optional benefits established in the Miscellaneous plan of the City's contract with CalPERS.

Pursuant to an understanding reached through the meet and confer process and memorialized in this document, effective July 1, 2013 full-time employees will contribute an additional one and one half (1.5%) of their salary (cost share for a total of 4.0%) on a pre-tax basis under Government Code Section 20516(f) to offset the City's costs in providing enhanced retirement benefits. This is based on the optional benefits established in the Miscellaneous Plan of the City's contract with PERS.

Effective January 1, 2014, all full time employees in the bargaining unit will continue to contribute two and one half (2.5%) percent of their salary on a on a pre-tax basis by payroll deduction under Government Code Section 20516(a) to offset the City's costs in providing enhanced retirement benefits. This is pursuant to the contract amendment

between the City and CalPERS that was effective January 2, 2012, and based on the optional benefits established in the Miscellaneous plan of the City's contract with CalPERS.

Pursuant to an understanding reached through the meet and confer process and memorialized in this document, effective January 1, 2014, full-time employees will contribute an additional five and one half (5.5%) percent of their salary (cost share for a total of 8.0%) on a pre-tax basis under Government Code Section 20516(f) to offset the City's costs in providing enhanced retirement benefits. This is based on the optional benefits established in the Miscellaneous Plan of the City's contract with PERS.

If there are any changes that legally require the cost sharing to terminate, any percentage of cost sharing shall be applied towards the Employer Paid Member Contribution (EPMC).

Part-Time Employees

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

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

Section 2. Sick Leave Credit:

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

Section 3. Tier 2- Classic (Employees Hired Between November 19, 2012 and December 31, 2012):

A second tier of retirement benefits created for employees hired into full-time positions between November 19, 2012 and December 31, 2012 known as "Tier 2 – Classic" include the following: Pension formula - 2% @ 55 formula, average of the highest 36 consecutive months, employees pay the 7% member contribution. Any other applicable optional benefits provided to those in the first tier will also be provided to those in the second tier.

Section 4. Tier 2 – PEPRA (Employees Hired on January 1, 2013 and After):

As provided by the Public Employees Pension Reform Act of 2013, employees hired on January 1, 2013 and after, who meet the definition of “new member” as defined by CalPERS, will receive the following benefits: 2% @ 62 pension formula, average of highest 36 consecutive months, employees pay 50% of the total normal cost of the benefit.

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

Section 1. Health Insurance

Full-Time Employees

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

Tier 1: (Employees hired into full-time positions on or before September 1, 2011:

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 PEPRA):

For employees hired into full-time positions after September 1, 2011 and are subject to the second tier of benefits, the City’s maximum contribution for medical insurance premiums for employees and their eligible dependents is \$1,000 per month.

Medical Opt Out:

If a full-time 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 compensate them for one-half of the plan they are currently enrolled in (the maximum amount is up to ½ of the capped medical benefit rate). This amount will be rebated monthly to the employee. If the employee comes back into a City-paid medical plan, they will be capped at PERS Choice. If they wish to go to PERS Care, they will have to pay the difference in the cost of the medical premium. If a current

employee as of July 1, 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.

New employees hired after July 2, 2001 will be capped at the cost of PERS Choice (family/2 party/individual). For new employees hired after July 2, 2001, the Medical Opt Out amount will be 50% of the lowest premium health plan available through CalPERS.

The Medical Opt Out amount will be stabilized at the July 1, 2012 rates and will not be subject to any future escalators.

An employee who is vested in PERS and 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. *(91-92, 01-02 04-05, 05-07 MOU; PPPM 2-3.1a)*

Part-Time Benefited Employees

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

If a part-time benefited 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 compensate them for one-half of the plan they are currently enrolled in (the maximum amount is up to ½ of the capped medical benefit rate). This amount will be rebated monthly to the employee.

For new part-time benefited employees hired after July 2, 2001, the Medical Opt Out amount will be 50% of the lowest premium health plan available through PAC FED. *(94-95 MOU, side letter to 97-98 MOU from Susan Bergeron-Vance dated 6-26-97; 01-04, 07-08 MOU; PPPM2-3.1b)*

The Medical Opt Out amount will be stabilized at the July 1, 2012 rates and will not be subject to any future escalators.

Section 2. Dental Insurance

Dental insurance is provided to all full-time and part-time benefitted employees, spouses, registered domestic partners and dependents. The monthly dental insurance premiums will be paid by the City for the employee and eligible 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 full-time employees may continue dental coverage for self, spouse & eligible dependents with entire cost borne by the retiree (78-80, 80-81, 82-83, 83-84, 94-95, 97-98, 01-02, 05-07 MOU; PPPM 2-3.2)

Full-time Employees:

Effective September 9, 2012, the City will continue to offer Delta Care and Delta Premiere options. Full-time employees who enroll in the Delta Dental Premiere plan will contribute \$50 per month towards dental insurance. An open enrollment period will be provided prior to implementation to allow employees the option to change coverage. Those who enroll in the Delta Care option will have no "out of pocket" contributions.

Part-Time Employees:

Effective July 1, 2012, the City will offer and pay the premiums for Delta Care dental coverage only to benefitted part time employees and dependents.

Section 3. Vision Plan

The City has established a vision care plan for full-time employees, part-time benefitted employees, spouses, registered domestic partners and dependents up to age 21. There is a \$20 deductible for eye examinations and no deductible for frames, lenses, contact lenses, or vision therapy. The employee reimbursement cap is \$350 per fiscal year; the spouse, registered domestic partner and other dependents are capped at \$300 per person per fiscal year. Employees and eligible dependents may choose laser surgery in lieu of receiving an annual reimbursement for four years. Employees are eligible for \$1,400 reimbursement for laser surgery and eligible dependents are eligible for \$1,200 reimbursement. If the employee retires or resigns during the four-year reimbursement period, the employee is responsible for reimbursing the City the prorated difference for him/herself and dependents. (95-96, 97-98, 01-02, 05-07 MOU; PPPM 2-3.6)

Effective July 1, 2012, the vision care plan benefit will no longer be available to part-time, benefitted employees and their dependents.

Section 4. Life Insurance

The City pays the premium cost for each full-time employee to receive a basic level of life insurance under a group policy. Full-time employees are eligible for coverage upon hire. The basic amount specified in the group contract is \$50,000. Employee members

must authorize payroll deduction for any premium costs related to policy coverage in excess of the basic amount (including dependent coverage). (91-92 MOU; PPPM 2-3.3a)

Section 5. Long Term Disability Insurance

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

Section 6. Physical Examination

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

Article VII. **Leave Benefits**

Section 1. Bereavement Leave

Full-time and part-time benefited employees are entitled to a maximum absence of three days with pay for bereavement purposes in the event of death of a member of the immediate family. Leave for benefited part-time employees shall be consistent with the employee's regularly scheduled hours. An employee may take additional leave for bereavement purposes by charging the time off to sick leave. Such leave shall be granted up to the employee's accumulated sick leave balance with the approval of the employee's Department Head. Immediate family is defined as father, mother, brother, sister, son, daughter, spouse, registered domestic partner, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-mother, step-father, step-sister, step-brother, step-child and step-grandchild. An employee will be

allowed bereavement leave to accompany a minor child (under 18 years old) in the employee's sole custody if a parent of the child, who is not defined as a member of the employee's immediate family such as an ex-spouse, passes away. (*Res. #5969, IX.7; 77-78 04-05 MOU; PPPM 6-8*)

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

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

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

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

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

Section 3. Flexible Leave

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

Section 4. Holidays

The following are observed City holidays:

- New Year's Day January 1
- 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

Beginning 2014, in years when Christmas falls on a day other than Saturday, Sunday or Monday, December 24 shall be a full day holiday. Beginning in 2015, the City will discontinue December 26 as a holiday when December 25 falls on a Thursday (next occurrence 2025).

Section 5. Bonus Day Holiday

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

Section 6. Jury Duty

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

Section 7. Leaves of Absence

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

Section 8. Kin Care Leave

Employees may use one-half of their annual sick leave accrual (e.g., 48 hours for full-time employees) to care for their 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 9. Military Leave

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

Section 10. Sick Leave

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

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

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

Sick leave with pay for full-time general employees shall be accrued at the rate of 8 hours for each calendar month of service beginning with probationary appointment. Benefited part-time employees shall accrue a total of 1 hour sick leave per pay period but only if the

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

Section 11. Vacation

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

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

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

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

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

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

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

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

Vacation Maximum Accrual

General employees may accumulate 30 days of vacation or 240 hours. Once this balance has been reached, the Department of Finance and Administrative Services will advise the employee that they must take the vacation and reduce their balance. Employees whose vacation balance exceeds the maximum accrual will be given the opportunity to work with their supervisor/department head on a balance reduction plan. Employees who have extenuating circumstances and request the maximum accrual be temporarily lifted due to an anticipated parenthood leave, extended worker's compensation leave or similar situation will notify their supervisor and Human Resources of their special circumstance and be granted a temporary reprieve from vacation accrual enforcement. (*Res. #5969, IX.5; 76-77, 82-83, 86-87 MOU; PPPM 6-2.1, 6-2.3, 6-2.4, 6-2.5 and 6-2.6*)

Reserve Vacation Bank

Effective August 31, 2011, a Reserve Vacation Bank will be created for each full-time employee. This Reserve Vacation Bank will contain the balance of vacation leave hours accrued through August 31, 2011.

Effective September 1, 2011, all new accruals will be deposited in the regular Vacation Bank, which will be subject to the vacation cap of 240 hours.

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

If an employee is unable to take pre-approved vacation time due to staffing needs, and that causes the employee's Vacation Bank to go over the 240 hour cap, the hours above the cap may be moved to the Reserve Vacation Bank only with the written recommendation of the Department Head, a review by the Human Resources Manager and approval by the City Manager

Section 12. Critical Family Leave

At the sole discretion of the City Manager, authorization for whatever amount of paid leave that may be necessary for full-time and benefited part-time employees to care for a child or spouse with a terminal or critical life-threatening situation may be given. This action may be taken at the request of the employee with the concurrence of the

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

Section 13. Voluntary Vacation and Flexible Leave Time Donation

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

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

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

Section 14. Family School Leave

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

Article VIII.

Additional Benefits

Section 1. Tuition Reimbursement

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

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

Section 2. Uniforms

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

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

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

Section 3. 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.

Section 4. Employee Personal Computer Purchase Plan

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

Section 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 through Standard Life Insurance provides an Employee Assistance Program (EAP) for full-time employees. Employees contact the EAP provider confidentially on an as-needed basis to schedule appointment(s) with a counselor. The toll free number is (888) 293-6948. A copy of the actual program description is on file in Human Resources. *(Administrative Action)*

Article IX.

Appointments, Promotions and Temporary Assignments

Section 1. Original and Promotional Appointments

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

Section 2. Appointment – Probationary Status

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

Section 3. Temporary Appointments

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

Section 4. Veteran's Preference

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

Section 5. Eligibility Lists – Certification

The Human Resources 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 and a maximum of two years. The list may be extended at the discretion of the City Manager. A candidate's name may be removed from the eligibility list for any of the following reasons:

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

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

Article X.

Employment Policies

Section 1. Alcohol and Drugs

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

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

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

Section 2. Computer Usage

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

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

Section 3. Harassment, Discrimination and Retaliation

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

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

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

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

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

Section 4. Military Leave

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

Section 5. Workplace Safety/Security

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

Section 6. Workplace Safety, Security, Inspection and Access

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

Section 7. Tuberculosis (TB) Testing

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

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

Section 8. Blood-borne Pathogens and Hepatitis B Vaccinations

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

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

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

Section 8. Additional Employment

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

Section 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*) In

addition, City employees will also abide by the restrictions on gifts and honoraria, set forth by the Fair Political Practices Commission.

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

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

Section 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 Director of Public Works (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. **Layoff and Reductions in Force**

Section 1. Layoff and Reductions in Force

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

Section 2. Seniority and Bumping Rights

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

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

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

Section 3. Layoffs – Call-backs

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

Article XII.

Appeal and Grievance Rights and Procedures

Section 1. Appeal Process

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

Section 2. Grievance Procedure

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

The employee concerned shall first make efforts to resolve the grievance with the immediate supervisor. In the event a mutual solution is not reached, the aggrieved

employee may submit the complaint in writing. The complaint shall set forth all the facts necessary to understand the issue involved. The grievance shall be signed by the employee and submitted to the immediate supervisor within 10 calendar days of the resolution effort.

The Department Head shall make an investigation of the facts and issues. Within 10 calendar days of receipt of the grievance statement, the Department Head shall reply in writing stating the department's views on the issue involved.

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

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

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

Article XIII. **Other Legal Clauses**

Section 1. Non-discrimination

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

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

Section 2. Severability

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

Section 3. Strikes, Work Stoppages and Slowdowns

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

Section 4. Applicability of Memorandum of Understanding

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

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

Section 5. Ratification and Execution

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

City of Santa Fe Springs

Santa Fe Springs Employees Association

Thaddeus McCormack, City Manager

Javier Loya, President

Date

Date



City of Santa Fe Springs

City Council Meeting

July 10, 2014

NEW BUSINESS

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

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.

BACKGROUND

Negotiations with the EMC, (representing Executive, Management and Confidential employees) have concluded and an agreement has been reached with the group. The EMC membership ratified the agreement on June 26, 2014. A copy of the Agreement is attached.

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

- 1) A one-time, non-PERSable, lump sum dollar amount 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 for Tier 1 employees will be increased by 1% on January 1, 2015, and by the CPI index, not to exceed 3% on January 1, 2016.
- 3) An additional ½ day holiday on December 24 effective July 1, 2014, and effective January 1, 2015, discontinuing December 26 as a holiday when December 25 falls on a Thursday.
- 4) Restoration of Vacation, Sick and Flex Leave banks and accruals for employees in the EMC. In addition, exempt employees in the EMC will accrue 60 hours of flex leave annually.

As opposed to the Firefighter and General Employee groups, the EMC does not have a Comprehensive MOU. (The Firefighter Comprehensive MOU was initiated in 2007 and the General Employees in 2011. Prior to that, those groups operated under the terms set forth in the approved labor agreements and, of course, the many and various relevant City Personnel policies.) Although not legally necessary, the intent and value of a comprehensive MOU is having a single document that clearly describes the current terms and conditions of employment of the members of the particular bargaining unit. The EMC is desirous of having a Comprehensive MOU, which will take some time to put together. Once a draft is completed, it will be brought back to the City Council for its consideration.



City of Santa Fe Springs

City Council Meeting

July 10, 2014

FISCAL IMPACT

The estimated cost associated with the EMC MOU is \$47,500 per year for FY 2014-15 and FY 2015-16. Funding for the MOUs 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.

Thaddeus McCormack
City Manager

Attachment:
EMC Labor Agreement

**CITY OF SANTA FE SPRINGS
AGREEMENT BETWEEN REPRESENTATIVES OF
THE CITY OF SANTA FE SPRINGS AND
THE EXECUTIVE, MANAGEMENT AND CONFIDENTIAL
EMPLOYEES' ASSOCIATION (EMC)**

JUNE 26, 2014

In accordance with provisions of the Meyers-Milius-Brown Act, Section 3500, et seq., of the California Government Code, and the City of Santa Fe Springs Resolution No. 3005, setting forth procedures on employer-employee relations, the parties to this agreement have met and conferred in good faith and have reached agreement upon matters within the defined scope of representation as set forth herein and have agreed to jointly recommend to the Association membership for approval and to the City Council of the City of Santa Fe Springs that appropriate actions be taken to implement the following changes in salaries, benefits, and other terms and employment for the employee-members represented by the Association.

Term of Agreement

Two Years – Effective July 1, 2014 and expiring June 30, 2016.

Compensation

The City is unable to provide salary increases during the proposed two year budget, due to the maintenance of previous compensation increases and increased contribution rates to CalPERS for the next two years. Therefore, not only will the contribution rates increase each of the next two years, but if there is an increase in overall "PERSable" compensation, the cost will be even higher for the City. The City is not in the financial condition to provide COLA salary increases during the term of this agreement.

The City wishes to acknowledge the employee's willingness and effort to assist the City during the difficult financial condition both past, current and the future. The City, while preparing the two year budget for 2014/2015 and 2015/2016, has set aside funds from FY 2013/14 for onetime moneys to be spent during each year of the purposed two year 2014/15 and 2015/16 budget. The Association has selected to distribute the lump sum to all unit members receiving the same amount; therefore, the City proposes that:

- 1) Effective July 1, 2014, the City will provide a lump-sum dollar amount of \$2,230 to each EMC Association member on payroll as of the signing of this agreement. Payments to employees will be made the middle of July.
- 2) Effective July 1, 2015, the City will provide a lump-sum dollar amount of \$2,230 to each EMC Association member on payroll as of July 1, 2015. Payments to employees will be made in the middle of July 2015.

Health Benefits

- 1) Effective January 1, 2015, the medical cap for unit members in "Tier 1" will be increased by the per cent increase to the March 2013 to March 2014 Los Angeles/Riverside/Orange County All Urban Consumer Price Index to the closest

tenth of a percent. The index increased by 1.04%; therefore the medical cap will increase by 1%.

- 2) Effective January 1, 2016, the City will provide an increase to the medical cap based on the March 2014/2015 Los Angeles/Riverside/Orange County All Urban Consumer Price Index issued by Department of Labor to the increase rounded to the closest tenth of a per cent, but no greater than 3.0%.

City Hall Closure

Effective July 1, 2014, the City will provide an additional ½ day holiday on December 24, making December 24 a full day holiday. Effective January 1, 2015, the City will discontinue December 26 as a holiday when December 25 falls on a Thursday (next occurrence 2025).

Vacation

- 1) Effective July 1, 2014 the City agrees to restore the vacation cap for all Unit members to 240 hours; and
- 2) Maintain Cash out option of: 1) Executives – 80hrs; 2) Management and Confidential – 18 hours.

Sick Leave

Effective July 1, 2014, allow employees to accrue sick leave in excess of 960 hours. 50% of the hours in excess of 960 will go towards PERS service credit and the remaining 50% will be eligible for cash out.

Flexible Leave

In recognition of the exempt employees in the EMC, who are not eligible for overtime or compensatory time off for the time spent outside normal scheduled work hours attending meetings, staying late, or working weekends; effective July 1, 2014, the City agrees to increase the annual accrual for flexible leave from 36 to 60 hours for exempt employees in the unit. City agrees to allow all unit employees to carry over 24 hours. The accrual of flex leave may not exceed 84 hours. If the leave accrual is over 24 hours on June 30th of each year, the accrual will be reduced to 24 hours before the annual leave is provided.

The City agrees to the restoration of 49 hours of Flexible Leave for Confidential employees. The accrual for Confidential Employees may not exceed 73 hours.

Parity

The City agrees to reopen this agreement, IF: 1) any other unit receives an amount greater to their lump sum amount originally set by the City, or 2) any unit receives increases to the medical cap greater than those contained in this agreement, and/or 3) the total package of another group exceeds that of the EMC package.

Noe Negrete, President
EMC Association

Juanita Trujillo, Mayor
City of Santa Fe Springs



City of Santa Fe Springs

City Council Meeting

July 10, 2014

NEW BUSINESS

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.

BACKGROUND

As part of the cost cutting measures taken by the City during the great recession, part time employees received a 3.0% reduction in pay on 07/4/11. Although the corresponding pay reductions for full-time employees have been restored to assist with contributions to full-time employees' benefits, pay reductions for part-time employees have not been restored.

Also, as part of the recently approved and ratified Memorandum of Understanding (MOU) with the general employees association, Part-Time Benefitted employees will receive a 1.25% increase effective July 1, 2014 and another 1.25% effective July 1, 2015.

For equity issues, staff recommends that City Council consider extending the same increase to Part-Time Non-Benefitted employees, who are not represented by any employee group for fiscal year 2014/15 and 2015/16.

The attached Salary Schedule reflects a 1.25% salary increase for FY 2014/15. The salary schedule for FY2015/16 will also reflect a 1.25% salary increase.

FISCAL IMPACT

The estimated cost of the increase is approximately \$25,000 per fiscal year. Adequate funding was set aside from the FY 2013-14 final budget in the PERS Stabilization Fund (Employee Benefits Fund) to cover the increase in costs.


Thaddeus McCormack
City Manager

Attachments:

Part-Time Benefitted Salary Schedule
Part-Time Non-Benefitted Salary Schedule

PAYROLL SYSTEM
TIME 3:29 PM

CITY OF SANTA FE SPRINGS
SALARY TABLES BY UNIT

PAGE 1
DATE 07-01-2014

BARGAINING UNIT: PART

CLASS	JOB TITLE	STEP	MONTHLY	BI-WEEKLY	HOURLY
50410	BUS DRIVER II B	A- 1			20.044
		B- 2			21.142
		C- 3			22.360
		D- 4			23.612
		E- 5			24.872
50610	TEACHER III	A- 1			18.986
		B- 2			20.044
		C- 3			21.198
		D- 4			22.384
		E- 5			23.578
51010	RECREATION LEADR III	A- 1			16.928
		B- 2			17.868
		C- 3			18.884
		D- 4			19.950
		E- 5			21.033
		F- 6			22.189
52010	REC LEADER II B	A- 1			14.616
		B- 2			15.352
		C- 3			16.117
		D- 4			16.918
		E- 5			17.769
52080	CHILD CARE TEACH IIB	A- 1			14.616
		B- 2			15.352
		C- 3			16.117
		D- 4			16.918
		E- 5			17.769
52500	CHILD CARE TEACH I B	A- 1			13.258
		B- 2			13.923
		C- 3			14.616
		D- 4			15.352
		E- 5			16.117
53530	CLD CARE AST TEACH B	A- 1			12.038
		B- 2			12.636
		C- 3			13.258
		D- 4			13.923
		E- 5			14.616
54500	CHLD CARE ASST TEACH	A- 1			9.663
		B- 2			10.150
		C- 3			10.660
		D- 4			11.192
		E- 5			11.742
57000	ADMIN CLERK I	A- 1			15.267
		B- 2			16.140
		C- 3			17.061
		D- 4			18.021
		E- 5			18.986

PAYROLL SYSTEM
TIME 3:26 PM

CITY OF SANTA FE SPRINGS
SALARY TABLES BY UNIT

PAGE 1
DATE 07-01-2014

BARGAINING UNIT: NB

CLASS	JOB TITLE	STEP	MONTHLY	BT-WEEKLY	HOURLY
70545	LITERACY INTERN N	A- 1			14.181
70580	ADMIN INTERN N	B- 2			14.962
		C- 3			15.784
		D- 4			16.652
		E- 5			17.570
71010	TRAF SIGNAL APPRENT N	A- 1			13.506
71040	WATER UTILITY APPRENT	B- 2			14.181
		C- 3			14.887
		D- 4			15.634
		E- 5			16.414
71520	CLD CARE TEACH IISUB	A- 1			13.066
		B- 2			13.785
		C- 3			14.586
		D- 4			15.417
		E- 5			16.242
72000	FIRE HSNIG INSPEC PTN	A- 1			27.338
		B- 2			28.841
		C- 3			30.428
		D- 4			32.101
		E- 5			33.919
72100	INSTR LIFE GUARD IIN	A- 1			20.044
		B- 2			21.142
		C- 3			22.360
		D- 4			23.612
		E- 5			24.872
72220	POLICE SVCS CLERK	A- 1			14.175
		B- 2			14.955
		C- 3			15.777
		D- 4			16.644
		E- 5			17.561
72300	INSTR LIFE GUARD IIN	A- 1			16.950
72310	INSTR GUARD II SUB N	B- 2			17.883
		C- 3			18.867
		D- 4			19.904
		E- 5			20.997
72400	INSTR LIFE GUARD I N	A- 1			16.069
72410	INSTR GUARD I SUB N	B- 2			16.950
		C- 3			17.883
		D- 4			18.867
		E- 5			19.904

P/T NON-BENEFITTED SALARY SCHEDULE

PAYROLL SYSTEM
TIME 3:26 PM

CITY OF SANTA FE SPRINGS
SALARY TABLES BY UNIT

PAGE 2
DATE 07-01-2014

BARGAINING UNIT: NB

CLASS	JOB TITLE	STEP	MONTHLY	BI-WEEKLY	HOURLY
72530	CHILD CARE TEACH I N	A- 1			11.664
72540	HERITAGE PK RANGER N	B- 2			12.249
72545	HERT PK RANGER SUB N	C- 3			12.860
72550	CLD CARE TEACH I SUB	D- 4			13.506
72560	PSO APPRENTICE N	E- 5			14.181
72600	LIB INFO DESK ASST	A- 1			16.803
72610	IT SPECIALIST N	B- 2			17.728
		C- 3			18.702
		D- 4			19.732
		E- 5			20.817
72700	INSUR LIFE GUARD I N	A- 1			13.163
73000	COMM SVCS LEAD II N	A- 1			11.117
		B- 2			11.673
		C- 3			12.249
		D- 4			12.872
		E- 5			13.506
73100	FINANCE OFFICE AIDE	A- 1			11.508
		B- 2			12.079
		C- 3			12.673
		D- 4			13.312
		E- 5			13.974
74300	PUB WORKS AIDE II N	A- 1			10.585
74310	WAREHOUSE ASSISTANT	B- 2			11.166
		C- 3			11.780
		D- 4			12.426
		E- 5			13.110
74560	LIBRARY SVCS AIDE N	A- 1			9.690
74570	LIB SVCS AIDE SUB N	B- 2			10.175
		C- 3			10.685
		D- 4			11.227
		E- 5			11.783
75000	CLD CARE AST TEACH N	A- 1			9.597
75010	C/C ASST TEACH SUB N	B- 2			10.082
		C- 3			10.588
		D- 4			11.118
		E- 5			11.664

PAYROLL SYSTEM
TIME 3:26 PM

CITY OF SANTA FE SPRINGS
SALARY TABLES BY UNIT

PAGE 3
DATE 07-01-2014

BARGAINING UNIT: NB

CLASS	JOB TITLE	STEP	MONTHLY	BI-WEEKLY	HOURLY
75400	COMM SVCS LEAD I N	A- 1			9.650
		B- 2			10.075
		C- 3			10.636
		D- 4			11.171
		E- 5			11.733
75500	PUBLIC WORKS AIDE N	A- 1			9.144
75530	OFFICE AIDE N	B- 2			9.547
75550	AQUATICS AIDE N	C- 3			10.078
75580	COMM SVC FACILITY WK	D- 4			10.585
75590	FOOD SERVICE AIDE N	E- 5			11.117
78000	LITERACY ASSISTANT N	A- 1			15.276
		B- 2			16.116
		C- 3			17.001
		D- 4			17.938
		E- 5			18.923
79800	REC INSTRUCTOR	A- 1			30.053
79830	TEMPORARY APPOINTMENT	K-11			25.288
		M-13			8.738
		N-14			21.073
		P-16			18.264
		V-22			12.645
		X-24			9.832
79900	TEMP-ACCT CLERK III	O-15			25.100
79901	TEMP-ACCT CLERK III	P-16			49.714
79960	TEMP-NEW BUS INSP SP				



City of Santa Fe Springs

City Council Meeting

July 3, 2014

NEW BUSINESS

Approval of Memorandum 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 said Agreement.

BACKGROUND

As of this writing, an agreement has not been reached between the City of Santa Fe Springs and the Santa Fe Springs Firefighters' Association. Staff is hopeful that a tentative agreement will be reached by July 3, 2014, for the City Council to approve.


Thaddeus McCormack
City Manager



City of Santa Fe Springs

City Council Meeting

July 10, 2014

PRESENTATION

Presentation to Richard Brown, Santa Fe Springs Christian School, upon his Retirement

RECOMMENDATION

The Mayor may wish to call upon Thaddeus McCormack, City Manager, to assist with this presentation.

BACKGROUND

Over the past 15 years, Richard Brown has provided outstanding service as Principal of Santa Fe Springs Christian School. His contributions have attributed to the continued growth and success of the private school, and the excitement for learning the children continue to have.

He has notably implemented the annual "Heart for the Disabled Month," for which his school conducts a fundraiser, rewarding his students with things they have enjoyed such as taping their Principal to the wall, watching him spend the day on the roof of the gymnasium, and being tarred and feathered by his students.....all done to encourage the children's involvement in this cause.

Mr. Brown has also served as a member of the Santa Fe Springs Kiwanis Club since its inception, and served in the City's Chaplain Program in partnership with the Department of Fire-Rescue.

He has been invited to tonight's Council meeting to be acknowledged for his contributions to Santa Fe Springs Christian School and our community-at-large.

Thaddeus McCormack
City Manager

Attachment

None



City of Santa Fe Springs

City Council Meeting

July 10, 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	1	Moore
Youth Leadership	1	Trujillo

Recent Activity: The following Committee Members were reappointed:

Beautification – Rita Argott, Margaret Bustos, Sadie Calderon, Mary Jo Haller, Paula Minnehan, Irene Pasillas, Juliet Ray, Mary Reed, Doris Yarwood, Charlotte Zevallos;

Community Program – Miguel Estevez, George Felix, Jr., Kim Mette, Mark Scoggins, Jeanne Teran, Marlene Vernava;

Family & Human Services – Debbie Belmontes, Gloria Duran, Lydia Gonzales, Arcelia Miranda, Annette Rodriguez, Dolores Romero, Linda Vallejo;

Heritage Arts – Gloria Duran, A. J. Hayes, Paula Minnehan, Amparo Oblea, May Sharp;

Historical – Ed Duran, Tony Reyes, Astrid Shesterkin;

Parks & Recreation – Ken Arnold, Debbie Belmontes, Johana Coca, Miguel Estevez, Joseph Hernandez, Bernie Landin, Richard Legarreta, Sr., Andrea Lopez, Ed Madrid, John Salgado, Lynda Short, Mary Tavera, Carlos Tovar;

Senior Citizens – Gloria Duran, Betty Elizalde, Yoshi Komaki, Paul Nakamura, Yoko Nakamura;

Sister City – Francis Carbajal, Gloria Duran, Betty Elizalde, Susie Johnston, Andrea Lopez, Martha Villanueva, Charlotte Zevallos, Manny Zevallos.

Applications Received: Debra Cabrera – Heritage Arts Committee



Thaddeus McCormack
City Manager

Attachments:
Committee Lists
Prospective Member List

Prospective Members for Various Committees/Commissions

Beautification

Community Program

Family & Human Services

Gabriela Garcia

Rocio Parra

Heritage Arts

Debra Cabrera

Historical

Personnel Advisory Board

Parks & Recreation

Gabriela Garcia

David Kurt Hamra

Brenda Kaholokula

Rocio Parra

Planning Commission

Carlos Tovar

Manuel Zevallos

Senior Citizens Advisory

Sister City

Linda Vallejo

Rocio Parra

Traffic Commission

Nicolette Bravo

Manuel Zevallos

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 Placensia	(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 Gonzalez	(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	Destiny Cardona	(14)
	Evony Reyes	(17)
	Katrina Uribe	(17)
	Vacant	()
Rios	Precious Ramirez	(14)
	Danielle Garcia	(14)
	Marisa Gonzalez	(15)
	Joshua Rojo	(14)
Rounds	Gabriel Perez	(16)
	Jesus Ramirez	(14)
	Laurence Ordaz	(16)
	Ciani Hernandez	(15)
Sarno	Dominique Walker	()
	Victoria Molina	()
	Felipe Rangel	(14)
	Alyssa Madrid	()
Trujillo	Paul Legarreta	(17)
	Victoria Nunez	()
	Cameron Velasco	(16)
	Vacant	()