




REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE
Agenda of December 8, 2020


Prepared by:
Amelia M. Villegas, Human Resources


Approved by:
Todd Bodem, City Administrator

SUBJECT: International Association of Fire Fighters, Local 4403, Memorandum of Understanding for the time period 07/01/2020 through 06/30/2021.

RECOMMENDATION:

It is recommended the Council adopt Resolution No. 2020-97 approving a Memorandum of Understanding (MOU) with the International Association of Fire Fighters (IAFF), Local 4403, for the time period of 07/01/2020 through 06/30/2021.

BACKGROUND:

An election was held in 2008 for the International Association of Fire Fighters (IAFF), Local 4403, to represent full-time Fire Department staff. To date there has not been a formal MOU between IAFF and the City. Letters of Agreement had previously been used when negotiating any changes to compensation and benefits. The last Letter of Agreement was for the period July 1, 2015 to June 30, 2017. Consequently, IAFF, Local 4403, has been working without an agreement for more than three (3) years.

City management and the IAFF Local 4403 negotiation team jointly worked on an approach that would put in place the first formal MOU. The intent of the negotiation was two-fold: 1) to formalize existing practices and provisions relative to compensation, benefits, management and union rights, etc. and 2) to move member compensation closer to the market for small fire departments in the region. The last salary adjustment was given in July 2015. While the salary adjustments in this MOU appear significant, Guadalupe's fire salaries remain the lowest for the Central Coast fire departments. However, increasing compensation in this manner will assist with both the recruitment and retention of fire personnel.

Key components of the proposed MOU are as follows:

- One-year term from 07/01/2020 - 06/30/2021
- The following salary adjustments have been incorporated:
 - 9-grade salary movement equal to 9% retroactive to January 1, 2020
 - 9-grade salary movement equal to 9% effective July 1, 2020
 - 7-grade salary movement equal to 7% effective January 1, 2021

- Salary Range Steps: No changes. Ranges are still on a 7-step system with each step valued at 5% per step.
- Health, Dental & Vision Plans: No change
- Life Insurance: Change from the benefit of “minimum of \$40,00 to a maximum of \$105,000” to a flat amount of \$50,000. (This changed benefit will now be the same as SEIU and POA employee groups.)
- Vacation: Change from a 40-hour per week accrual schedule to a 56-hour per week accrual schedule. (This change is due to Fire’s averaging a 56-week work schedule.)
- Sick Leave: Change from the current accrual of 8 hours per month to 11.2 hours per month. (This change is due to Fire’s average of an 11.2-hour daily work schedule.)
- Holiday Pay: Effective July 1, 2013 the payment of City recognized holidays changed from the physical number of holidays (10) at 8 hours per holiday to 3.08 hours per pay period. The holidays will have increased from current 10 plus 1 floating holiday to 13 holidays and no floating holidays. There will be a two-part phase-in change: Effective retroactive to 1/01/2020, the calculation will change to 5.6 hours per pay period and, effective 1/01/2021, the calculation will change to 8.4 hours per pay period. The increase in hours per pay period is due to the average 56-hour work week.
- Bilingual Pay: No change.
- Advanced EMT Certification (Optional Skills): \$100.00 per pay period for employees with current advanced certification and ongoing required training. (This certification is beyond the EMT-B Certification required at time of hire.)
- Uniform Allowance: Effective 1/01/2021, change from \$800.00 to \$950.00 per year with reimbursements scheduled for April, August and December. Current reimbursement timing is June and December.
- Vacation/Comp Time Cash Out: One request per quarter, up to 60 hours with a 40-hour minimum balance after request.
- Education Pay:
 - Associate Degree: two and one-half percent (2.5%)
 - Bachelor’s Degree: an additional two and one-half percent (2.5%) for an employee who, in addition to an associate degree, obtains a bachelor’s degree
 - Bachelor’s Degree: five (5.0%) without having obtained an associate degree
 - In no event shall the combined incentive equal greater than five percent (5.0%)

- Certificate Pay: One and one-half percent (1.5%) for various training and class work with prior approval from Director of Public Safety.
- Advanced EMT Certification: Referred to as “Optional Skills”, effective July 1, 2020 an employee will receive \$100.00 per pay period, with proof of completing the additional classroom work. This additional certification allows the Fire employee to provide additional assistance to residents.

FISCAL IMPACT:

The cost for this one-year agreement is \$ 230,461 which is about 22% of the personnel cost for the entire Department for FY 20/21 which is approximately \$1,039,961. While the total cost of this first MOU is significant, an approved formalized MOU will more clearly outline compensation, benefits and policies for full-time Fire staff.

ATTACHMENTS

1. Resolution No. 2020-97
2. Memorandum of Understanding with International Association of Fire Fighters, Local 4403

RESOLUTION NO. 2020-97

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUADALUPE
ADOPTING A MEMORANDUM OF UNDERSTANDING
WITH THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 4403**

WHEREAS, the International Association of Fire Fighters (IAFF), Local 4403, is the recognized employee representative for employees in the firefighting employees' representation unit; and

WHEREAS, the City of Guadalupe and IAFF have not previously entered into a formal Memorandum of Understanding; and

WHEREAS, the City and IAFF have met and conferred in an attempt to reach agreement on a Memorandum of Understanding for the time period 07/01/2020 through 06/30/2021; and

WHEREAS, the City and IAFF have reached tentative agreement on all issues.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Guadalupe as follows:

SECTION 1. The City Council hereby approves the Memorandum of Understanding for the time period 07/01/2020 through 06/30/2021 attached hereto as Exhibit "A" and incorporated herein by reference, and the Mayor is hereby authorized to execute the Memorandum of Understanding on behalf of the City.

SECTION 2. If any provision or any part of a provision of this resolution shall be finally determined to be invalid, illegal, or otherwise unenforceable, such determination shall not impair or otherwise affect the validity, legality or enforceability of the remaining provisions or parts of provisions of this resolution, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED at regular meeting on the 8th day of December 2020 by the following vote:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAIN:

I, Todd Bodem, Deputy City Clerk of the City of Guadalupe, **DO HEREBY CERTIFY** that the foregoing Resolution, being CC. **Resolution No. 2020-97** has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held December 8, 2020 and that same was approved and adopted.

ATTEST:

Todd Bodem, Deputy City Clerk

Ariston Julian, Mayor

APPROVED AS TO FORM:

Philip Sinco, City Attorney

MEMORANDUM OF UNDERSTANDING

BETWEEN

**INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS
LOCAL 4403
Guadalupe Chapter**

AND

THE CITY OF GUADALUPE

July 1, 2020 through June 30, 2021

**MEMORANDUM OF UNDERSTANDING
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 4403**

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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL 4403 Guadalupe Chapter
AND
THE CITY OF GUADALUPE**

ARTICLE 1. TERM OF MEMORANDUM OF UNDERSTANDING

The term of Memorandum of Understanding (MOU) shall be July 1, 2020 through June 30, 2021 and thereafter shall continue from year to year. Either party may request modification by January 1 of the year the MOU will expire, in which event, meeting and conferring shall begin no later than January 31 of that year. Any changes from the prior Memorandum of Understanding shall not be effective until the execution of an updated Memorandum of Understanding. All items in this MOU are effective July 1, 2020, unless otherwise stated.

ARTICLE 2. RECOGNITION

The City of Guadalupe (hereinafter referred to as the "City") recognizes Local 4403 (hereinafter referred to as "Association" or "Local 4403") as a sole and exclusive bargaining unit for all full-time, permanent classifications in the Fire unit. Classifications represented are Fire Captains and Fire Engineer. Local 4403 and its members recognize and agree to the fact that they will be employees of the City of Guadalupe.

ARTICLE 3. REGULATIONS, POLICIES AND PROCEDURES

City of Guadalupe Personnel Regulations and other policies and procedures shall apply to the employees of the Guadalupe Fire Department. Where the City of Guadalupe personnel regulations policies conflict with this MOU, the procedures outlined in this MOU will apply.

ARTICLE 4. NON-DISCRIMINATION

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without discrimination because of race, color, gender, sexual orientation, disability, age, national origin, religion, or any other basis protected under federal, state, or local law.

Employees may elect to exercise their right to join and participate in the activities of the Union for purposes of representation in all matters of their working conditions and employee-employer relations. The parties agree that there shall be no restraint, coercion, or interference with any employee with respect to or because of the employee's membership in the Union. The City and the Union agree that each employee shall be treated equally, fairly, and with dignity and respect.

The Union and the City agree that there shall be no discrimination within their respective organizations because of race, creed, gender, sexual orientation, color, national origin, age, disability, religious affiliation, political belief, Union membership, lack of Union membership, or any other basis protected under federal, state, or local law.

Discrimination complaints based on Union membership and/or activity shall be subject to the grievance procedure and arbitration.

ARTICLE 5. MANAGEMENT RIGHTS

The City expressly retains its authority under federal, state, and municipal law and exclusively retains its management rights, which include, but are not necessarily limited to, the right to:

- determine the mission of its constituent departments, commissions, boards; set standards of service to the public;
- establish the standards of selection for employment and promotions;
- direct its employees and establish work assignments and schedules;
- maintain the efficiency of governmental operations and determine the methods, means and personnel by which government operations are to be conducted;
- determine methods of financing;
- determine types of City-issued equipment to be used and exercise discretion over its facilities, technology, and organization structure; and
- determine the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions.

The City agrees to meet and confer with the Union before implementing any decisions to contract out or transfer work out of the bargaining unit, which result in layoff, reduction in hours, or other direct impacts on wages, hours or terms and conditions of employment to the extent such terms and conditions are within the scope of representation. Upon request, the City shall negotiate the decision and the impact of such decision on employee's terms and conditions of employment; the subject of such bargaining shall include the reasons, the expected financial impact and the anticipated impact on the quality of services provided. However, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decision on these matters may have on wages, hours, and other terms and conditions of employment. Nothing in this Management Rights clause modifies the scope of representation defined on the Meyers-Milias-Brown Act.

ARTICLE 6. UNION RIGHTS

- A. Local 4403 shall provide the Director of Public Safety with a list of all authorized Local 4403 representatives and the list shall be kept current.
- B. An employee and/or his/her Local 4403 representative may, when and to the extent necessary, take official City time without loss of compensation in order to participate in the investigation and processing of a grievance, as provided for in this MOU, upon notification and approval of the immediate supervisor or his/her designee.

- C. The Director of Public Safety will approve one employee and/or Local 4403, representative to take official City time to investigate and process a grievance, when and to the extent necessary, and only if it will in no event adversely affect the operational, security, or safety requirements of the City. It is understood that the employee and/or Local 4403 representative shall make every reasonable effort to perform any of the above activities on off-duty time.
- D. The City agrees that members of the local 4403 who are working when a Union meeting is scheduled, shall be permitted to attend the meeting, provided such hours do not interfere with completing the daily work duties. Local 4403 agrees that union meetings shall be limited.

ARTICLE 7. DUES DEDUCTIONS

The City agrees to deduct dues twice monthly and remit them to the Local 4403, as approved by the Local 4403 and authorized in writing by the individual employees concerned, on forms currently accepted by the City and the Local 4403 for such deductions. Requests for changes in and cancellation of Group dues shall be promptly processed by the Union and put into effect by the City at the employee's request.

Local 4403 agrees to indemnify, defend, and hold harmless the City and its officers, employees, and agents against all claims, proceedings, and liabilities arising, directly or indirectly, out of any actions taken or not taken by or on behalf of the City under this Article.

ARTICLE 8. CLASSIFICATION AND WAGES

- A. Local 4403 represent the following employee classifications: Fire Captain, Fire Engineer
- B. The City and Local 4403 agree that the following classifications shall receive wages as set forth below:
 - Effective retroactive to 1/1/20:
Fire Captain shall be paid at Range 168
Fire Engineer shall be paid at Range 155
 - Effective retroactive to 7/1/20:
Fire Captain shall be paid at Range 177
Fire Engineer shall be paid at Range 164
 - Effective 1/1/21:
Fire Captain shall be paid at Range 184
Fire Engineer shall be paid at Range 171
- C. The Ranges are shown as Exhibits 1 thru 4 to this MOU.

ARTICLE 9. INCENTIVE PAY

A. BILINGUAL ALLOWANCE

Retroactive to January 1, 2020, a member whose assignments and duties require the frequent and regular use of bilingual skills in English and Spanish or other language determined by the City Administrator to be of benefit to the City, shall be designated by the City Administrator to receive a bilingual allowance. "Frequent and regular" means at least once each work day or five times each work week. Payment for the bilingual language skill is restricted to the actual needs of the position.

A full time employee with a bilingual designation shall receive compensation of \$60 per pay period after demonstrating basic verbal bilingual skills to their immediate supervisor. An employee who demonstrates bilingual proficiency by passing a written and verbal examination shall receive compensation of \$125 per pay period. The form of the examination shall be agreed by the City and the Local 4403.

Note: Members who are currently receiving bilingual allowance will be grandfathered in and exempted from testing requirements.

B. ADVANCED EMT CERTIFICATION (OPTIONAL SKILLS)

Effective July 1, 2020 and in addition to the base rate of pay determined under this MOU, employees engaged in delivery of advanced emergency medical skills (Optional Skills) shall receive compensation of \$100.00 per pay period. Employees must possess current certifications and complete all ongoing required training as determined necessary by the certifying agency. The qualified employee shall notify the Director of Public Safety upon any change in status within five (5) business days.

C. EDUCATIONAL PAY

- A. Retroactive to January 1, 2020, all unit employees who possess an Associated Arts Degree or Associated Science Degree, from an accredited junior college, or upon earning a special license or certificate, deemed to be equivalent to an AA/AS degree, will receive a 2.5% education incentive pay.
- B. Retroactive to January 1, 2020, all unit employees who possess a Bachelor of Science/Bachelor of Arts Degree will receive a 5% educational incentive pay.
- C. The maximum Educational Pay incentive paid to unit employees shall be capped at five percent (5%).

D. CERTIFICATE PAY

Retroactive to January 1, 2020, members will be eligible for certificate pay in the amount of 1.5% for each of the following certifications that they possess. Entitlement to certificate pay requires pre-approval by the Director of Public Safety to insure that the member has met all the state requirements of the classes.:

Certificate	Classes Required
Chief Officer /Chief Fire Officer	Professional Certification Track – Office of State Fire Marshal
Officer Certification/Company Officer	Professional Certification Track – Office of State Fire Marshal
Instructor	Professional Certification Track – Office of State Fire Marshal
Prevention Officer	Professional Certification Track – Office of State Fire Marshal
Fire Inspector	Professional Certification Track – Office of State Fire Marshal
Public Education Officers	Professional Certification Track – Office of State Fire Marshal
Driver/Operator I	Professional Certification Track – Office of State Fire Marshal
Rescue Specialist	Rescue Systems I, Rescue Systems II
Confined Space Operational Technician	Confined Space Operational, Trench Shoring
Specialized Rescue Technician	Vehicle Extrication, LARRO, Haz-Mat First Responder, ICS-200
Firefighter II	Professional Certification Track – Office of State Fire Marshal
EMT	California Emergency Medical Services Authority

ARTICLE 10. ADVANCEMENT IN SALARY (Step Increases)

All employees entering the permanent, full-time employment of the Guadalupe Fire Department shall be paid at the first step of the salary range, unless otherwise determined by the Director of Public Safety, established for his/her position classification. Salary step increases, as provided herein, are not automatic but are based on performance and merit, with the approval of the Director of Public Safety and the City Administrator. Employees shall be placed on the step designated by the Director of Public Safety for initial full-time regular employment and qualify for increase in compensation or advancement to the next higher step of his/her salary range in the following manner.

- A. The first step is the minimum rate and normally shall be the hiring rate.
- B. The second step, Step B, shall be granted to employees after completion of twelve (12) full calendar months of satisfactory service in a classification and not prior to completion of a probationary period. This adjustment shall be made only with the approval of the Director of Public Safety or his/her designee and the City Administrator.
- C. The third step, Step C, shall be granted to an employee who has proven qualified with demonstrated satisfactory performance in a given classification for one (1) full year from granting of previous step increase and only with the approval of the Director of Public Safety or his/her designee and the City Administrator.

- D. The fourth step, Step D, shall be granted to an employee who has demonstrated satisfactory performance in a given classification for one (1) full additional year from granted the previous step increase and only with the approval by the Director of Public Safety or his/her designee and the City Administrator.
- E. The fifth step, Step E, shall be granted to an employee who has demonstrated satisfactory performance and continued growth in a given classification for one(1) full additional year with the approval of the Director of Public safety or his/her designee and the City Administrator.
- F. The first longevity step, Step L1, shall be granted to an employee who demonstrated satisfactory performance after three (3) full additional years beyond Step E, only with the approval of the Director of Public Safety or his/her designee and the City Administrator.
- G. The second longevity step, Step L2, shall be granted to an employee who demonstrated satisfactory performance after two (2) full additional years beyond Step L1, only with the approval of the Director of Public Safety or his/her designee and the City Administrator.
- H. A performance evaluation on each employee whether recommended for salary advancement or not shall be prepared annually by the Director of Public Safety or his/her designee prior to final action.
- I. Performance evaluations must be completed no later than thirty (30) days after anniversary date.
- J. An employee must always continue to maintain an acceptable level of performance.
- K. Employee shall retain his or her anniversary date held prior to the step increase.

ARTICLE 11. UNIFORM AND EQUIPMENT ALLOWANCE

Upon the hiring of a Fire Department employee, the City will provide applicable safety equipment and initial uniforms and ancillary equipment as specified by Fire Department policy. The City will provide replacement safety equipment as necessary as determined by the Director of Public Safety or his/her designee.

- A. Thereafter, effective January 1, 2021, employees will receive an annual uniform allowance of \$950 per fiscal year, with reimbursement 3x per year, specifically during the months of April, August and December.
- B. The City will provide uniforms at time of hire. All uniforms will be compliant with NFPA Standard 1500 and as determined by the Director of Public Safety, and shall include items specified in C. below.
- C. Safety clothing (including safety boots) required in the performance of duties shall be provided by the City. Employees shall be required to report for work in the required uniform and shall wear the required safety clothing when performing hazardous duties.

D. The type, style, and standards of maintenance of uniforms and equipment shall be determined by the Director of Public Safety or his/her designee as recommended by the Association. Employees are required to maintain these standards, including maintenance, repair and cleaning. If an employee is promoted from paid call firefighter status, items will be issued to augment their uniform complement. Uniforms to be purchased by the City for new employees include:

1. Pants (2 pairs)
2. Uniform shirts (2 Short-sleeve and 1 Long-sleeve)
3. T-Shirts (2)
4. Jacket w/liner (1)
5. Sweatshirts (1)
6. Socks (4 pairs)
7. Belt and buckle (1)
8. Ball cap (1)
9. Nameplate & insignias, including patches
11. Ancillary equipment and uniforms
12. Boots

The above list may be modified with approval of the Director of Public Safety and the Union.

- E. An account will be set-up with a local uniform provider and employees may charge their approved items to the account. The uniform provider will then bill the City for payment. In the case that items are not available through the local uniform provider, employees can purchase the items and be reimbursed by the City.
- F. The City shall provide safety prescription glasses and lenses for employees who require them for the performance of their duties. Glasses and lenses shall comply with OSHA standards and be approved for purchase for the Director of Public Safety or his/her designee.
- G. The City shall provide (1 Set) of Class A Uniforms to all full time employees who have completed the probationary period.

ARTICLE 12. REIMBURSEMENT FOR LOST OR DAMAGED PROPERTY

- A. When uniform and equipment items authorized by the Fire Department are lost or damaged on duty, other than by normal wear and tear, the City shall replace the items.
- B. The City will reimburse employees for lost or damaged personal items, while on duty, up to the following amounts:
1. Sun glasses up to \$100.
 2. Prescription eye wear up to \$200.00.
 3. Watches up to \$100.00.
 4. Personal Cell phones up to \$600.

Such list may be amended with the approval of the Director of Public Safety and the Union.

- C. All claims shall be filed in writing, verified and approved by the Director of Public Safety. Employees shall not be entitled to reimbursement for loss or damage caused by the employee's gross negligence.

ARTICLE 13. HOURS OF WORK AND OVERTIME

A. Work Shift

A work shift is defined as a work period of twenty-four (24) hours, commencing at 0700 hours and continuing until the next day, ending at 0700 hours (7:00 a.m. to the following 7:00 a.m.).

B. Workweek

The normal workweek shall average fifty-six (56) hours of work over the course of a year.

C. Shift Schedule

- 1. The regular work schedule shall be six (6) twenty-four (24) hour shifts in a fourteen (14) day cycle.

X = 24-hour on-duty period

0 = 24-hour off-duty period

Schedule: XX0000XX0000XX

- 2. Work schedules shall be established one time per year, and members shall choose work days and days off based on seniority.

D. Overtime

Overtime shall be paid at time and one-half of the employee's regular rate of pay, as set forth under the FLSA. Any work performed outside of a member's regularly assigned work schedule shall be paid at the overtime rate of pay. Vacation, sick, compensatory time, bereavement, jury duty, as well as all other forms of paid leave shall be counted towards time worked for the purposes of calculating overtime. Mandatory holdbacks, call backs, and special events, and contracted events, outside of regular work schedule, shall be counted as overtime and be paid at the overtime rate of pay.

E. Compensatory Time

At the request of any employee eligible for overtime pay, in lieu of cash payment for any overtime, he/she may have the choice of time off with pay at the rate of one and one-half (1 and ½) hours for each hour of overtime worked. The department will have a procedure for granting the time off and filling the position in accordance with FLSA, subject to Association approval. No employee shall accrue compensatory time off in excess of 192 hours. Any overtime worked over that amount shall be paid as overtime as it is earned. Upon separation from

employment, an employee is entitled to receive cash compensation for any unused compensatory time.

F. Modified Duty

An employee who is unable to perform the essential functions of his or her job, with or without reasonable accommodation, due to injury or illness may request to be placed on modified duty. The employee must provide the Director of Public Safety or his/her designee with a doctor's note describing the restrictions that he/she may have. If a modified duty assignment is available that is within the employee's restrictions, the Director of Public Safety or his/her designee shall approve the request.

A modified-duty work assignment is generally administrative in nature and may require working at a desk typing, driving and walking depending on an employee's medical restrictions. The schedule is typically forty (40) hours a week.

Once on a forty (40) hour week schedule, all leave balance and accruals (Holiday, Vacation, Sick Leave, etc.), as well as salary and benefits, are changed to reflect a forty (40) hour workweek. The conversion shall be a factor of 1.4.

Modified duty assignments will commence on the first day of a pay-period. When the employee's treating doctor provides a written release to return the employee back to full duty and it has been approved by the Director of Public Safety or his/her designee, the employee will return to their appropriate shift on their next scheduled workday, providing the return date does not trigger overtime in excess of regular FLSA overtime. If excess overtime would be triggered, the employee will return to work on earliest date that will not trigger excess overtime, unless emergency circumstances occur. To convert paid leave time accruals and balances from a forty (40) hour workweek back to a fifty-six (56) hour workweek, rates will be multiplied by a factor of 1.4.

ARTICLE 14. SHIFT EXCHANGES

An employee may exchange all or any portion of a work shift in a manner consistent with the FLSA, providing the replacement is a qualified employee. The City is not responsible for shift exchange arrangements made between employees and is not responsible for any record keeping. Outstanding shift exchange paybacks are the responsibility of the individuals involved. According to FLSA, shift exchanges are not considered "hours worked" and, therefore, do not have to be paid back in the fourteen-day cycle. An employee who owes exchange time to another employee shall work for the other employee, and cannot pay it back in vacation time or other paid leave time. The Director of Public Safety shall be given notice of the shift exchange and/or change in station assignment for non-emergency reasons.

ARTICLE 15. MINIMUM STAFFING

Twenty-four (24) hour minimum staffing each day shall consist of one (1) Full-Time Department Captain and (1) Full Time Fire Engineer. In cases of emergency, the Director of Public Safety or his/her designee may elect to add additional staffing, as he/she may deem necessary to mitigate life-threatening situations. If regularly scheduled employees

are not available for such staffing, any full-time employee, regardless of rank, may work the duty shift. The vacancy affected rank will be filled with the same rank first, before opening to other classifications. In the event an employee is called into work to start their regularly scheduled shift early, they will receive a minimum of two hours of additional pay at the overtime rate. All hours worked in excess of two hours will be at the employee's base rate unless the employee otherwise qualifies for overtime in accordance with this agreement.

ARTICLE 16.CALLBACK PAY

Callback is defined as "the circumstances that requires an employee to unexpectedly return to work after the employee has left work at the end of the employee's work day or work week". An employee called back to work will receive a minimum two (2) hour overtime pay. An employee called back for overtime pay shall not be required to fulfill the hourly obligation to receive callback pay. An employee called in early to start his/her work shift without prior reasonable notice will receive a minimum two (2) hours overtime pay. Reasonable notice shall be defined as, "The number of hours in the employee's standard shift". Overtime pay shall commence from the time the employee reports for duty at the Fire station.

ARTICLE 17.SENIORITY

"Seniority" for the purposes of this Article shall be defined as the length of service as a regular, full-time employee with the City. When determining seniority for regular, full-time positions within a classification subject to layoff, only regular, full-time service shall be considered.

ARTICLE 18.VACATION LEAVE

- A. The purpose of annual vacation leave is to enable each eligible employee to annually return to his/her work mentally and physically refreshed.
- B. Each eligible employee shall be required to have served the equivalent of one (1) year of continuous service with the City in order to be eligible for his/her full annual vacation leave. However, in the event an employee so chooses may, after six (6) continuous months of service, take vacation leave not to exceed 48 hours, with the approval of the Director of Public Safety.
- C. Employees who terminate employment shall be paid a lump sum of his/her outstanding vacation and compensatory time accruals on the regular payday for the pay period containing their last day of work.
- D. Vacation leave with pay shall be earned in accordance with the following schedule:

AFTER: <u>Years</u>	=	<u>Hrs. P/Month</u>	=	<u>Hrs. P/Pay Period</u>	=	Max Hours
01		9.34		4.31		224.12
02		11.20		5.17		268.84
03		12.14		5.60		291.20
04		13.08		6.04		314.08
05		14.00		6.46		335.92
06		14.00		6.46		335.92

07	14.94	6.90	358.80
08	14.94	6.90	358.80
09	15.88	7.33	381.16
10	15.88	7.33	381.16
11	16.80	7.75	403.00
12	16.80	7.75	403.00
13	17.74	8.19	425.88
14	17.74	8.19	425.88
15	18.68	8.62	448.24

- E. Vacation hour accrual rate will be based on length of full-time service calculated from the employee's date of hire in a regular, full-time status.
- F. If for any reason an employee becomes ill during a vacation, the affected employee shall be entitled to utilize such available sick leave in lieu of vacation leave.
- G. Vacation leave may be taken as it accrues. Vacation shall be scheduled at the discretion and convenience of each individual employee, with the consent of the Director of Public Safety, within the limitation necessitated by legitimate operational needs of the City.
- H. Employees may accrue vacation leave up to a maximum of two times the annual accrual allowed. At the request of an employee, an exception to the accrual limit may be made upon recommendation by the Director of Public Safety.
- I. In the event the scheduling preferences of two (2) or more employees conflict, the preferences of the more senior employee in order of seniority shall govern.
- J. In the event an employee's accrued vacation leave reaches the maximum allowable, the employee shall not accrue further vacation hours until the balance is below the maximum amount allowable as shown on the vacation schedule in D.
- K. Employees may cash once per quarter or 4 times during the fiscal year. Employees may cash out up to sixty (60) hours of vacation leave per request. Requests to cash out vacation leave shall be submitted to the Finance Director or designee, and shall be granted provided (1) the requested cash out will occur no sooner than three (3) calendar months after a prior similar cash out, and the employee retains a minimum balance of 40 hours of accumulated vacation time after the cash out occurs. The cash out shall be paid in a check separate from the normal payroll check. Vacation time cashed out pursuant to this provision shall be subtracted from the employee's accumulated vacation time balance when paid.

ARTICLE 19. HOLIDAY LEAVE

- A. The following days shall be paid annual holidays for full time employees, and pro-rated for part time employees:
 - 1. January 1 - New Year's Day
 - 2. January -Third Monday, Martin Luther King Day

3. February - Third Monday, Presidents Day
4. May - Last Monday, Memorial Day
5. July 4 - Independence Day
6. September - First Monday, Labor Day
7. November 11 - Veterans Day
8. November - Fourth Thursday, Thanksgiving Day
9. November - Fourth Friday, Day Following Thanksgiving
10. December 24 - Christmas Eve
11. December 25 - Christmas Day
12. December 26 – Day after Christmas
13. December 31 - New Year's Eve

13 holidays x 8 hours per day/ 26 pay periods x 1.4 = 5.6 hours per pay period, retro to 1/01/2020 and effective 1/01/2021, calculation will be 13 holidays x 12 hours per day/ by 26 x 1.4 = 8.4 hours per pay period.

B. Special Holidays:

In addition to the hours above, every day designated by the President, Governor, or City for public observance as a special, nonrecurring single event, shall be paid as additional holiday pay of 12 hours in the pay period in which the designated holiday occurs.

ARTICLE 20. SICK LEAVE

- A. All members shall accrue 11.2 hours of sick leave with pay for each month of service. Upon retirement an employee may choose to be paid out 50% of his/her unused sick leave, to a maximum of 672 hours at his/her current rate of pay. Upon retirement, unused accumulated sick leave may be converted to PERS retirement credit per the City contract with PERS. The maximum accumulation of earned sick leave shall be 2912 hours. Employee will not accumulate any additional sick leave until such time as his/her accumulated balance falls below 2912 hours.
- B. Employees may transfer sick leave on a voluntary basis to a fellow City employee who has exhausted all his/her sick leave and vacation leave due to an extended illness or injury. The transfer shall be based on each employee's hourly rate of pay and shall not exceed twenty-four (24) hours of sick leave based on the hourly rate of the receiving employee. The transfer shall be requested on a form provided by the City, be completed by both employees who mutually request such transfer, and submitted for approval for the Director of Public Safety for final approval. The receiving employee shall not be obligated to repay any transferred leave to the contributing employee, and contributing employee understands that such transfer shall be deemed as if used and will be subject to all other provisions applicable.
- C. Employee, while out on disability, may utilize sick leave hours to complement their Disability allotment so as to receive 100% of their pay. This utilization will be a percentage of pay not covered by disability.

ARTICLE 21.BEREAVEMENT LEAVE

All members shall be granted leave by the Director of Public Safety whenever the affected employee has experienced a death in the immediate family, defined as the spouse, the employee's or employee's spouse's parent, brother or sister, child or stepchild, grandparent, grandchildren, aunt or uncle, or any other person residing in the employee's household.

Such absence by the employee shall be limited to three (3) working days per occurrence of paid leave. Such leave is not chargeable against sick or vacation leave. As a condition of granting leave for bereavement purposes, the employee must submit an approved declaration or other evidence such as a death certificate or obituary, acceptable to the Director of Public Safety justifying such absence.

ARTICLE 22.FAMILY LEAVE

Pursuant to the State and Federal Leave Acts, the following is provided for all employees who have been employed a minimum of twelve (12) months and have worked at least 1,250 hours during the 12-month period preceding leave:

- A. Up to twelve (12) weeks unpaid leave in a twelve (12) month period. Intermittent leave is allowed.
- B. Leave may be taken for: 1) birth of and care of newborn child; 2) placement of child with employee for adoption or foster care; 3) to care for spouse, child, or parent having serious health condition; 4) employee's own serious health condition.
- C. The employee's insurance including medical, dental, vision, and life insurance will be maintained under the same conditions as if the employee were still working.
- D. Request for leave must be made 30 days prior to leave, when the need is foreseeable and such notice is practical.
- E. Employee may use accrued vacation, holiday, or personal leave during family leave. Sick leave may be used for employee and/or immediate family illness or disability.
- F. Upon return to work, employee will be restored to same or equivalent position with equivalent benefits.

All other provisions of the federal Family Medical Leave Act ("FMLA") and state California Family Rights Act ("CRFA"), and Pregnancy Disability Leave ("PDL") apply.

ARTICLE 23.MATERNITY LEAVE

The City shall provide leave to eligible employees as required by the California Family Rights Act, the Family and Medical Leave Act, and the California Pregnancy Disability Law.

ARTICLE 24.MILITARY LEAVE

Employees taking military leave shall be entitled to full City pay and benefits as required by statute.

Every employee of the City shall be granted military leaves of absence and other benefits as provided by federal law and Division II, part I, Chapter VII of the Military and Veteran's Code of the State of California and any applicable amendments. All employees applying for military leave shall give the Director of Public Safety, within the limits of military regulations, an opportunity to determine when such leaves shall be taken. Employees may use compensatory time and vacation leave for weekend drills. Reemployment rights are governed under the Uniformed Services Employment and Reemployment Rights Act ("USERRA").

ARTICLE 25.MEDICAL LEAVE

Medical leave without pay may be granted for the purpose of recovery from prolonged illness or injury or to restore health, or to restore health for pregnancy, upon employee's written request to the Director of Public Safety, subject to submission of medical certification. During the approved leave period, such medical leave without pay shall not exceed a period of sixty (60) days unless approved and granted by the City Council. The employee's insurance, including medical, dental, vision, and life insurance will be maintained under the same conditions as if the employee were still working for a maximum of ninety (90) days, after which the employee may continue such benefits at employee's sole expense.

ARTICLE 26.JURY DUTY

Employees shall be granted leave, with full pay and no loss in benefits, when called for jury duty if the employee remits jury fees received for such jury duty. The employee may retain all travel pay or subsistence pay granted by the court because of the employee's participation in jury duty. The employee shall be responsible for notifying his/her supervisor as soon as possible upon receiving notice to appear for jury duty, make every reasonable effort to keep his/her supervisor advised as to the anticipated length of service, and return to work immediately following the end of jury duty service.

ARTICLE 27.MEDICAL INSURANCE

- A. The base medical plan shall be defined as the Blue Shield Access Plus Health Maintenance Organization (HMO) program available to the City. If availability of an HMO to the City is discontinued by the medical plan provider, the base plan will become the basic PPO (PERS Select) plan available to the City by the existing medical plan provider.
- B. Increases to the base medical plan will be shared, with the City paying 70% of the increase and the employee paying 30% of the increase. If base medical plan premiums decrease, the savings will be shared, with the City receiving 70% of the decrease and the employee receiving 30% of the decrease. If an employee chooses a medical plan other than the base medical plan, the City contribution for that plan is the same amount that the City would contribute if the employee selected the base medical plan.

- C. Upon providing the City written proof that medical insurance coverage is in force through coverage provided by another source, a full-time employee may opt out of the City's medical insurance plan and receive deferred contribution in the amount of \$500 per month.

ARTICLE 28.DENTAL INSURANCE

The City shall provide for all members a dental plan of the City's choice. The monthly dental premiums shall be shared: City paying 75% of total premium and the employee paying 25% of total premium. The City may select an alternate dental insurance plan provider during the term of this MOU providing that:

- A. Any new plan maintains equivalent benefits to the employee; and
- B. At least twenty-one (21) days advanced notice of plan changes are provided to Local 4403.

ARTICLE 29.VISION INSURANCE

The City shall provide for all members a vision care plan of the City's choice. The monthly vision premiums shall be shared: City paying 75% of total premium and the employee paying 25% of total premium. The City may select an alternate vision care insurance plan provider during the term of this M.O.U. providing that:

- A. Any new plan maintains equivalent benefits to the employees; and
- B. At least twenty-one (21) days advanced notice of plan changes are provided to Local 4403.

ARTICLE 30.LIFE INSURANCE

The City shall provide group term life insurance benefit plan for all members with a benefit of fifty-thousand dollars (\$50,000). Full cost for said policy will be paid for by the City.

ARTICLE 31.BURN INJURIES

The City agrees to enter into a Memorandum of Understanding with the Grossman Medical Group Inc. to provide burn treatment to fire personnel in the event of a work related burn injury.

ARTICLE 32.RETIREMENT

- A. PERS Retirement Contributions/"Classic" Personnel
 - 1. The City shall provide the PERS 2% @ 55 retirement formula for all employees hired prior to January 1, 2013. Employees will contribute 4% of the Employee's PERS Contribution with the City contributing 3% of the Employee's PERS Contribution.

2. The employee portion of the PERS contribution paid by the City shall be reported to PERS as income (Employer Paid Member Contributions).
3. The PERS Plan shall be based upon 3 consecutive years of compensation.
4. Employees will receive credit for unused sick leave as provided in the City's PERS contract.

B. PERS Retirement Contributions/"PEPRA" Personnel

1. The City shall provide the PERS 2% @ 57 retirement formula for all employees hired on or after January 1, 2013, or hired prior to January 1, 2013 but with a break in service greater than six (6) months, as defined by Public Employees Pension Reform Act (PEPRA).
2. Pursuant to PEPRA, these employees and the City are responsible for paying one-half of the normal cost of this retirement plan.
3. The PERS Plan shall be based upon highest 36 consecutive months.

Employees will receive credit for unused sick leave as provided in the City's PERS contract.

- C. Retirement is defined as the termination of employment at an age when the employee would qualify for an allowance under the Public Employees Retirement System (PERS) and the City Personnel Regulations.

D. Retiree Medical

1. Employees who retire from City service will be allowed to purchase medical insurance coverage through the City at the rates offered by the plan provider subject to applicable plan and PEMHCA requirements.
2. GC Section 22892. The City's contribution shall be an equal amount for both employees and annuitants, which shall be the minimum contribution amount established by CalPERS on an annual basis. The city's contribution shall be adjusted annually by the CalPERS board to reflect any change in the medical care component of the consumer Price Index, providing that the City is participating in the CalPERS Health Plan.
3. The City has elected to participate in the PERS Health Benefit Program with the unequal contribution option. The City's contribution towards retirees shall start at \$35.00 per year in 2004. The contribution shall increase 1% per year of the City's contribution for active employees until such time that the contributions for retirees and active employees are equal, providing that the City is participating in the CalPERS Health Plan.
4. Employees may choose to enroll in the Section 125 plan to have their payroll premium deductions taken out pre-tax.

ARTICLE 33.PHYSICAL FITNESS

Employees may be allotted up to one and one half (1.5) hours per twenty-four (24) hour shift (including shower/cleanup time) for physical fitness workouts. The time for the workout shall be designated by the senior captain. If mission requirements do not allow for the completion of the physical fitness workouts, the workout period may be extended or rescheduled during the shift.

ARTICLE 34.PHYSICAL EXAMS

The City shall pay for any physical examination expressly required to State or Federal law as a condition of employment if requested by the City. Such physical examination shall be scheduled with the approval of the Director of Public Safety

ARTICLE 35.MEALS DURING EMERGENCY RESPONSE

If on-duty personnel are available, a reasonable attempt shall be made to provide meals to employees engaged in an extended local emergency response within six (6) hours of initial response to the incident by the employee and at six (6) hour intervals thereafter.

ARTICLE 36.PAYCHECKS

The City will pay regular checks on a biweekly basis. The paychecks will be available for distribution to employee by 3:00 p.m. the Friday of the designated payday unless technical difficulties occur which are beyond the control of the City. In any event, paychecks will be provided no later than 4:30 p.m. on the City designated payday. If a holiday occurs on a Friday, paychecks will be distributed the preceding Thursday.

ARTICLE 37.ANNIVERSARY DATES

An employee's anniversary date is the date in which he/she accepted regular, full-time employment with the City of Guadalupe Fire Department.

ARTICLE 38.PROBATIONARY PERIOD

All appointments the City makes shall be tentative and subject to a probationary period of twelve (12) months. The Director of Public Safety may extend the probationary period for specified cause(s) that shall be provided in writing to an employee in advance of the extension. All probationary employees who are being placed on an extended probationary period shall be given written notice of the extension prior to the expiration of their probationary period. In the event no such notice is given, the employee shall be considered to have successfully completed his/her probationary period. An employee who is in a position that is reclassified shall not be required to complete an additional probationary period.

The probationary period shall be regarded as a part of a continuing testing process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his/her position, and for rejecting any probationary employee whose performance does not meet the required standards of work. The Director of Public Safety with the approval of the City Administrator may release the probationary employee from City employment without cause at any time during the probationary period.

ARTICLE 39.PERFORMANCE REVIEWS

Employee performance review forms and self-review forms shall be provided by Human Resources. An employee's immediate supervisor shall prepare, sign and date an employee performance review for each employee fifteen (15) days preceding the conclusion of six (6) months of service after regular appointment from an employment list, and after any change in status of any employee; and, an employee performance review shall be prepared within fifteen (15) days preceding the conclusion of twelve (12) months of service, and annually thereafter.

The original employee performance review form and the self-review form shall be filed in the employee's official personnel file and a copy shall be handed to the employee for review and retention. After an employee has been given an opportunity to examine performance review reports, such reports may be considered in promotional examinations and actions relating to transfer, demotion, removal or other changes affecting the status of an employee.

ARTICLE 40.PROMOTION

Transfer of an employee to a higher range shall result in an increase in salary. The employee's salary shall be placed on the salary step of the new range which would result in at least a five (5%) increase in salary compared to the employee's existing salary, inclusive of all special compensation. Promotional opportunities for classifications within the representation unit will be posted for at least ten (10) working days prior to selection. When practical, and consistent with the best interest of the City, all vacancies in the classified service shall be filled by promotion from within. A promotion shall establish a new anniversary date for the purpose of an employee's annual performance evaluation and potential for merit increase.

An employee promoted to a new position shall serve a six (6) month probationary period in that position. In the event the promoted employee is removed from the position to which promoted, the employee shall receive credit for time served in the promotional position. The employee shall not be considered demoted but shall be returned to the salary range from which promoted if their former position is still available. A rejected employee shall retain his/her salary anniversary date held prior to promotion.

ARTICLE 41.POSITION CLASSIFICATION

All positions in the Fire Department and the City are classified according to their duties and responsibilities. Positions that are similar in type of work, level of difficulty and level or responsibility are grouped together into a class. All positions in a class shall be treated alike in such matters as salary, examinations, and minimum qualifications. One purpose of the system is to ensure equal pay for equal work through the Fire Department and the City.

- A. Classifications Changes: During the course of this MOU, the City and the Union shall notify the employee concerned in case of a contemplated change in job content as contained in the classification descriptions that were in effect at the beginning of the agreement.

B. Working Out of Classification: The term "working out of classification" is defined as a Management-authorized, full-time assignment to a budgeted position on a temporary basis, wherein an individual holding a classification within a lower compensation range performs all significant duties. Pay for working out of classification shall be as follows:

1. Employees appointed to unfilled positions on an "out of classification" basis will receive acting pay within the range of the higher classification beginning the first day of the assignment.
2. Employees appointed to a position for vacation, sick leave, or other leaves of absence coverage will receive acting pay within the range of the higher classification beginning after three (3) consecutive workdays (72 hours) of assignment in the acting position. Such acting pay shall be a minimum of five percent (5%) over the employee's current salary.

"Out of classification" provisions do not apply to work assignments performed in connection with specific predetermined apprenticeship or training programs or declared conditions of emergency and/or disaster.

The City agrees to conduct a classification and compensation study covering all positions in the calendar year preceding the expiration of this MOU, for use in collective bargaining. The method of implementation of that study will be the subject of future negotiations between the City and the Union.

ARTICLE 42. TRANSFERS

Transfer of an employee to a position within the employee's current range shall not affect the employee's salary range. Transfer of an employee to a position within a higher range shall be considered a promotion. Transfer of an employee to a lower range shall be considered a demotion.

ARTICLE 43. TEMPORARY PROMOTIONS

The Director of Public Safety may temporarily promote an employee only after entering into a written agreement of the terms of such temporary promotion with the Union.

ARTICLE 44. DEMOTION

Transfer of an employee to a lower class shall result in a reduction of salary unless approved otherwise by the Director of Public Safety. The employee's salary shall be placed in the identical step in the lower class that the employee enjoyed in the class from which demotion was made.

Demotion may only be made for cause, which shall be provided to the employee in writing by the Director of Public Safety prior to any action taking place. Demotion for disciplinary reasons may be appealed through the disciplinary process.

ARTICLE 45.RESIGNATION

An employee wishing to leave his/her employment with the City in good standing shall file with his/her supervisor a written resignation stating the effective date of his/her resignation. The resigning individual shall file such written resignation at least two (2) weeks in advance of the effective termination date, if possible. All final monies due the employee will be paid at the next payday. Resignations may be revoked within two (2) weeks.

ARTICLE 46.LAYOFFS AND DISPLACEMENT

The City shall determine when and if lay-offs are to occur. The Director of Public Safety shall be responsible for the implementation of a lay-off order of the City in accordance with the procedures outlined below.

- A. After determining a lay-off is needed within the Union, the order of lay-offs shall be as follows:
1. Probationary, temporary, provisional, part-time, per diem and seasonal employees (promotional probation excluded), in the order to be determined by the appointment authority, shall be laid off first;
 2. For regular full-time employees within the Union, lay-offs shall be governed by seniority. Seniority is defined by this MOU. The laid-off member shall be the employee with the least seniority. Employees in Category 1 with the lowest seniority will be laid-off first, followed by employees in Category 2.

Job performance categories shall be defined as follows:

Category 1: Performance that is unsatisfactory, below standard, needs improvement, unacceptable or does not meet minimum standards. Performance defined by this category is evidenced by an employee's two most recent performance evaluations with an overall rating that falls within the lowest two categories of the performance appraisal report.

Category 2: Performance that is average, competent, or meets performance standards. Performance defined by this category is evidenced by an employee's two most recent performance evaluations with an overall rating that falls within the middle performance category of the performance appraisal report.

Category 3: Performance that is above average or exceeds performance standards or expectations. Performance defined by this category is evidenced by an employee's two most recent performance evaluations with an overall rating that falls within the second highest performance category of the performance appraisal report.

Category 4: Performance that is outstanding or superior. Performance defined by this category is evidenced by an employee's two most recent performance evaluations with an overall rating that falls within the top performance category of the performance appraisal report.

B. Recall List

Names of employees laid-off shall be placed on a recall list for a period of two years. Laid-off employees will be recalled in reverse order of lay-off only once before being removed from the list for the job they held before being laid-off. Recall list shall be used for filling those classes requiring substantially the same minimum qualifications, duties and responsibilities of the class from which the lay-off was made.

C. Appointment of Laid-Off Employees to Vacant Class

The Director of Public Safety, in agreement with the employee, may appoint an employee who is to be laid-off to a vacancy in a class for which he/she is qualified. He/she will still remain on the recall list for the job from which he/she was laid-off.

D. Employee Reassignments (bump back procedure)

1. Employees who have been promoted during their service with the City and previous departments may bump back in their career series to a position they formerly held, if there is an employee in the lower classification with less seniority than the employee who wants to bump back. The intent is to have the last person hired be the first person to be laid-off.

- Reassignment rights may be exercised only once in connection with any one lay-off, and shall be exercised within twenty (20) calendar days from the date of the notice of the lay-off, by written notice from the employee.
- The bumping right shall be considered exercised by the displacement of another employee with lesser total seniority or by the acceptance of a vacant position in the class with the same or lower salary.
- Employees who bump back will be placed on the salary range for the position they bumped back to at the step closest to their salary in the position they vacated.

2. Employees who are reassigned (bump back) are to be placed on a recall list for the position they have vacated.

3. Employees on lay-off shall be recalled in the inverse order of lay-off, provided no intervening factors have occurred which essentially change the ability of the employee to perform the offered employment.

E. The City will notify recognized employee organizations of the effective date of any reduction in force concurrent with the notice to the affected employee(s) pursuant to F. below.

F. Notice of Lay-off to Employees

1. An employee to be laid-off shall be notified in writing of the impending action at least sixty (60) calendar days in advance of the effective date of the lay-off. The notice shall include the following information:
 - a. Reason for lay-off.
 - b. Effective date of lay-off
 - c. Employee rights as provided in these rules.
2. Local 4403 shall receive concurrent notice and shall be granted an opportunity to meet and consult with the City to discuss proposed alternatives to a reduction in force.

G. Removal of Names from Recall Lists

1. The Director of Public Safety may remove an employee's name from a recall list if any of the following occur:
 - a. The individual indicates that he/she will be unable to return to employment with the City during the life of the list; or
 - b. The individual cannot be reached after reasonable efforts have been made to do so. The City shall utilize certified mail when contacting individuals; or
 - c. The individual refuses one recall offer at his/her previous job. Individuals shall have ten (10) calendar days to respond to the offer of recall and an additional thirty (30) calendar days to return to work.

H. Employee Rights and Responsibilities

1. In addition to others identified herein, employees affected by these procedures shall have the following rights:
 - a. An employee who has been laid-off shall be paid in full for his/her unused accrued vacation leave and compensatory time on their final paycheck.
 - b. When an individual is recalled, he/she shall be entitled to:
 - (1) Retain his/her seniority date and anniversary date less the amount of time of the lay-off.
 - (2) Accrue vacation leave at the same rate at which it was accrued at the time of the lay-off.
 - (3) Have any unused sick leave reinstated.
 - (4) The same retirement formula prior to lay-off, assuming that the employee has not withdrawn his/her PERS funds and the break in service does not exceed six (6) months from the date of lay-off. If an employee has withdrawn funds, he/she will be reinstated to the retirement formula which is currently in effect for all newly hired employees unless the employee notifies PERS prior to being reinstated that he/she wishes to redeposit the withdrawn funds and PERS allows the employee to be reinstated at the previous retirement formula.

2. An individual recalled into the job from which he/she was laid-off shall be assigned to the same salary range and step he/she held at the time of the lay-off. An individual recalled into a job classification other than the classification from which he/she was laid-off shall be assigned to the salary range of the new classification at the amount closest to the salary he/she earned at the time of the lay-off.
3. If an employee bumps back to a lower job classification in lieu of a lay-off, he/she will not be considered laid-off. He/she will, however, be placed on a recall list for the higher job classification held prior to bumping back.
4. A probationary employee who is recalled shall be responsible for completing his/her probationary time commitment.
5. An individual who is recalled shall complete, upon return to the job, the same work time he/she would have had to work at the time of the lay-off to attain a higher vacation leave accrual rate or to become eligible for a salary step increase.
6. The intent of the lay-off policy is to have the last hired the first laid-off.

ARTICLE 47. USE OF PRIVATE VEHICLE & MILEAGE RATE

No worker shall be required as a condition of obtaining or continuing City employment, to possess or provide a private vehicle for use in connection with his/her City employment. The City shall reimburse employees at the rate established by the IRS for use of personal vehicles when such employees agree to such use upon stated request of the City. Transportation to and from work shall not be reimbursed.

ARTICLE 48. PERSONNEL FILES

An employee or his/her designee may inspect his/her personnel file and obtain copies of any and all items in that file at the employee expense. A copy of all materials placed in an employee's personnel file shall be provided to the employee upon the employee's request. Personnel files include those files maintained by the immediate supervisor or other administrators/supervisors involved in employee evaluations, as well as the central file maintained in Human Resources.

No adverse comment may be entered into a personnel file without the employee having first read and signed the instrument. If, after reading the instrument the employee refuses to sign it, that fact shall be noted on that document, and signed or initialed by the employee. He/she then has thirty (30) calendar days to prepare a written response to any adverse comment entered into his/her file. The written response shall be attached to, and shall accompany, the adverse comment.

If an employee believes there is material in his/her file that is mistaken or unlawful, he/she may submit a request to correct or delete the disputed material. The agency then has thirty (30) calendar days to respond to the request.

ARTICLE 49.POSITION VACANCIES

A. General provisions.

Selection procedure and job description information will be attached or incorporated into a job-posting notice, which will be announced in at least one newspaper of general circulation in the City. Techniques used in the examination process shall be impartial, of a practical nature, and shall relate to those subjects which are pertinent to the duties and responsibilities of the position. Any tests used shall be reasonably predictive of success in the classification; and tests may not be biased with respect to race, gender, religion, creed, political affiliation, sexual orientation, color, national origin, ancestry, or age.

B. Selection procedures.

1. Application

Both inside and outside candidates will submit applications on forms specified by the Human Resources Manager, after an opening has been announced (accepting temporary or emergency employment situations). The time for filing applications will be included in the initial posting, and may be extended or re-opened as determined by the Human Resources Manager provided such notice is also posted.

2. Screening

Applications will be screened by the employing Department to ascertain whether candidates meet minimum requirements as outlined in the job description for the classification as adopted by the City Council. Applicants screened out at this level will receive a written response explaining such action.

3. Interviews/Appraisals

Interviews may be conducted individually or by interview boards and will be qualifying. Interview boards shall be composed of one member of the department and other qualified and unbiased people. If individual interviews or an interview board is used, a majority of the individuals or board members must recommend a candidate in order for the candidate to qualify for appointment.

4. Appointment

Candidates who successfully complete all phases of the selection procedure will be recommended to the Public Safety Director. The Public Safety Director will make appointments from among those recommended candidates who are most qualified as determined by objective review of selection procedure results and background materials.

C. Unfilled Positions. Should the City determine that a vacancy will not be filled; such determination shall be made within 120 working days of the date upon which the worker vacated the position. Upon said determination the City will notify the workers in the affected Department and Local 4403.

ARTICLE 50.OUTSIDE EMPLOYMENT

No full-time employee shall engage in outside employment or an enterprise that is in conflict with their municipal duties or responsibilities or that lessens their effectiveness as a City employee. A regular, full-time employee of the City may not accept significant

outside employment without written notice to and approval from the Director of Public Safety. Approval shall be granted unless a specific actual conflict of interest is determined. An aggrieved employee may appeal the denial. A copy of the approved written notice shall be filed in the employee's personnel file.

ARTICLE 51.DISCIPLINARY ACTIONS, NOTICE, AND APPEALS

- A. Actions. Disciplinary actions may range from informal conversations to formal discharge, with the objective of reinforcing or shaping employee behavior in a direction that is reasonable and necessary for actualizing agency goals. Such actions are therefore corrective rather than punitive, progressively more severe if necessary to further reinforce the objective, and fit the nature of the problem.
1. Counseling. If an employee's performance or conduct is unsatisfactory or needs improvement, the employee's lead or immediate supervisor ordinarily shall provide informal oral or written counseling. Counseling will be conducted in private, and should address performance or conduct which, if not modified, may result in further disciplinary action. When appropriate, an employee should be verbally counseled about her/his performance or conduct prior to receiving a written counseling memo or reprimand or other disciplinary action.
 2. Letter of Concern or Written Reprimand. If an employee's performance or conduct fails to improve after counseling by the employee's supervisor, the supervisor ordinarily will prepare a report of the unfavorable performance or conduct, including specific suggestions for corrective action as appropriate. The report shall be placed in an employee's personnel file. Nothing in this section shall impair the right of the City to impose more severe discipline without a report of unfavorable performance or conduct when extraordinary circumstances warrant such action. The Local 4403 may request, and/or the City may elect to remove such written disciplinary action from the employee's file after an appropriate length of time. No such report shall be issued unless made and presented within fifteen working days of management's knowledge of the incident or occurrence.
 3. Suspension. When circumstances warrant, an employee may be placed on administrative leave with pay by the City with or, when appropriate, without prior counseling or an unfavorable performance or conduct report and without a prior hearing. In such event the City shall thereafter issue a Notice of Disciplinary Action as set forth below, and the employee shall be entitled to challenge that action as provided for in this MOU.
- B. Notice of Disciplinary Action. Notice of a proposed or recommended disciplinary action for all disciplinary actions, except counseling and reprimand, shall be served on the employee in person or by certified mail. The notice shall include:
1. A statement of the nature of the disciplinary action;
 2. The proposed effective date of the action, and a date by which the employee must schedule an informal (Skelly) hearing with the appointing authority;
 3. A statement of the reasons for the proposed disciplinary action;
 4. A statement of alleged facts in ordinary and concise language of the acts or omissions upon which the charges are based; and

5. A statement advising the employee of their right to appeal and the right to Union Local 4403 representation during such appeal.

Employees represented by Local 4403 receiving a "Notice of Proposed or Recommended Disciplinary Action" shall have the right to Local 4403 representation if he/she so chooses. The City agrees to send copies of all disciplinary notices for represented employees to the Localvia email.

In cases involving suspension, demotion, or discharge, the parties shall appoint a hearing officer to conduct an administrative review hearing regarding the merits of the proposed discipline. Probationary new hires shall not be entitled to a hearing regarding the imposition of discipline. After the hearing, the Hearing Officer shall issue a binding determination to affirm or modify the proposed disciplinary action. Notice of the determination of the Hearing Officer review shall be delivered to the employee and the Association in person, or via certified US mail.

Nothing in this Article shall preclude an employee and the City Administrator from informal discussions and/or settlements prior to the date of the hearing.

- C. Appeals. Appeals from discipline and discharge of unit employees represented by this Association, shall be processed exclusively in accordance with this modified appeal procedure. The provisions of this Article apply only to employees represented by this Association and supersede any conflicting practices or provisions contained in the Personnel Policy Manual of the City of Guadalupe.

ARTICLE 52. GRIEVANCE PROCEDURE

Purpose:

- A. This grievance procedure shall be the exclusive process to resolve grievances as the term is defined herein below;
- B. The purposes of this procedures are:
 1. To resolve grievances informally at the lowest level; and
 2. To provide an orderly procedure for reviewing and resolving grievances promptly.

Definitions:

- A. Grievance means "a complaint by an employee concerning the interpretation or application of the provisions of this MOU or of rules or regulations governing personnel practices or conditions, which complaint has not been resolved satisfactorily in an informal manner between the employee and his/her immediate supervisor."
- B. As used in this procedure, the term "immediate supervisor" means the individual so designated by the Director of Public Safety who assigns, reviews, and directs the work of an employee at the first level.

Time Limits:

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure; however, with the written consent of all parties, the time limitation for any step may be extended.

STEP 1

The grievance initially shall be personally discussed between the employee and his/her immediate supervisor. Within ten (10) calendar days of the meeting, the immediate supervisor shall give his/her decision or response.

STEP 2

- A. If the grievance is not informally resolved to the satisfaction of the grievant in Step 1, a formal grievance may be initiated. A formal grievance must be initiated no later than:
 - 1. Thirty (30) calendar days after the event of circumstances occasioning the grievance; or
 - 2. Within ten (10) calendar days of the Step 1 decision rendered in the informal grievance procedure, whichever is later.
- B. However, if the Step 1 informal grievance procedure is not initiated within the period specified in subsection (1) above, the period in which to bring the grievance shall not be extended by subsection (2) above.
- C. A Step 2 grievance shall be initiated in writing on a form prescribed by the City and shall be filed with the person designated by the Director of Public Safety as the first level of appeal. The employee may be represented by a representative of his/her choice.
- D. The grievant shall cite the specific provision(s) of the ten currently effective Memorandum of Understanding, ordinance, resolution, practice, procedure, or written rule claimed to have been violated, set forth the facts that purportedly constitute such violation, and the specific remedy sought.
- E. Within ten (10) calendar days after the initiation of the Step 2 grievance, the first level of appeal person shall investigate the grievance and give his/her decision in writing to the grievant.

STEP 3

- A. If the grievant is not satisfied with the decision rendered pursuant to Step 2, he/she may appeal the decision within ten (10) calendar days to the Director of Public Safety or his/her designated representative. The employee may be represented by a representative of his/her choice.

- B. The Director of Public Safety or his/her designated representative shall respond in writing within ten (10) calendar days of receipt of the grievance to the grievant. If the Director of Public Safety or his/her designated representative determines it is desirable, he/she shall hold a conference(s) or otherwise investigate the matter.

STEP 4

- A. If the grievant is not satisfied with the decision rendered pursuant to Step 3, he/she may, within ten (10) calendar days of receipt of the decision, invoke the right to have the grievance resolved through mediation utilizing the California State Mediation and Conciliation Service.

STEP 5

- A. If the original action or decision being grieved was made by the Director of Public Safety, and the grievant is not satisfied by the decision rendered pursuant to Step 4, he/she may appeal the decision within ten (10) calendar days of the receipt of the decision to binding arbitration.

The employee may be represented by a representative of his/her choice. The arbitrator shall render a decision and respond in writing within forty-five (45) calendar days of the receipt of the grievance.

ARTICLE 53. UNION ACCESS TO WORK LOCATIONS

- A. The City agrees that the authorized Local 4403 representative shall be granted access to work location(s) to participate in investigation and processing of grievances per the grievance procedure of the MOU or to observe working conditions, upon approval of the Director of Public Safety, when to the extent necessary.
- B. Local 4403 shall provide the Director of Public Safety with a list of all authorized Local 4403 representatives, and the group shall keep the list current.
- C. Upon notification and approval of the Director of Public Safety or his/her designee, an authorized local 4403 staff member is permitted to communicate with the employee(s) and/or Local 4403 representatives on official City time without said employee(s) and/or Local 4403 representatives' loss of compensation. It is not the intent of this section to allow general Association meetings on city time but, rather, to allow investigation and discussion of working conditions, grievances, and safety issues.
- D. It is understood that every reasonable effort shall be made to perform the above activities on off-duty time.

ARTICLE 54. UNION USE OF CITY FACILITIES

- A. Local 4403 may, with prior approval of the Director of Public Safety, be granted the use of City facilities for meetings of Union members, provided space is available. No use fee will be charged.

- B. The City agrees to furnish bulletin board space of reasonable size for posting of Local 4403 materials.

ARTICLE 55.UNION MEET AND CONFER REPRESENTATION

There shall be no maximum on duty number of employees for meet and confer sessions with City representatives on City time during representatives working hours for the purpose of meeting and conferring in good faith without loss of pay or any benefits.

ARTICLE 56.NO STRIKE & NO LOCKOUT

The Union agrees that during the term of the MOU, neither the Union nor the employees it represents will engage in, encourage, sanction, support, or suggest any strikes. The City agrees that it will not lockout any of its employees during the term of this MOU.

ARTICLE 57.MOU IMPLEMENTATION

Both parties agree that the terms of this MOU supersede provisions of all other practices, memoranda of understanding, resolutions, and rules of the City that conflict with provisions of this MOU.

ARTICLE 58.MAINTENANCE OF BENEFITS AND TERMS AND CONDITIONS

All working conditions, including wages, hours, terms and conditions of employment, benefits, presently enjoyed by unit employees shall remain in full force and effect during the life of this MOU, unless modified by a subsequent Memorandum of Understanding.

ARTICLE 59.SAVINGS CLAUSE

Should any provision of this agreement be held inoperative, void, or invalid by a Court of competent jurisdiction, the remaining provisions of this Agreement shall not be affected thereby, and the parties shall meet and confer for the sole purpose of arriving at a mutually satisfactory replacement of such provision.

ARTICLE 60.EMERGENCY LEAVE

Emergency leave without pay may be granted to any permanent employee who, upon written request to and approved by the Director of Public Safety, demonstrates that the leave is necessary for personal reasons beyond his/her control or will serve to improve his/her ability as an employee of the City. Emergency leaves may be granted up to a maximum of one (1) year. Upon expiration of an approved emergency leave, the employee shall be reinstated in the position held at the time leave was granted. The leave period shall not be credited to employee seniority or credited toward time served with the City. Failure on the part of the employee on leave to report promptly at the leave's expiration shall be cause for discharge. During the leave period the City will not pay employee benefits; however, the employee may elect to maintain City medical insurance coverage for employee and dependents at employee's sole expense if such coverage of all individuals is in effect sixty (60) days prior to leave application to the City Administrator.

ARTICLE 61.OBLIGATION TO MEET AND WAIVER CLAUSE

Except as otherwise expressly provided in this Agreement or, where the parties mutually agree to meet and confer on a matter, the City and the Local 4403 expressly waive andrelinquish the right, and each agrees that the other shall not be obligated to meet and confer with respect to any subject or matter, including mandatory subjects of negotiation, whether or not referred to in this Memorandum of Understanding during the life of this MOU.

**INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, LOCAL 4403**

CITY OF GUADALUPE

Fernando Garcia, President

Ariston Julian, Mayor

Patrick Schmitz, Vice-President

**Todd Bodem,
City Administrator**

SALARY SCHEDULES

EXHIBITS 1 THRU 4

IAFF, Local 4403, Salary Schedule
Effective September 2019

Exhibit 1

	Range	A	B	C	D	E	L1	L2
	120	13.125	13.781	14.470	15.194	15.953	16.751	17.589
	121	13.256	13.919	14.615	15.346	16.113	16.918	17.764
	122	13.389	14.058	14.761	15.499	16.274	17.088	17.942
	123	13.523	14.199	14.909	15.654	16.437	17.259	18.121
	124	13.658	14.341	15.058	15.811	16.601	17.431	18.303
	125	13.794	14.484	15.208	15.969	16.767	17.605	18.486
	126	13.932	14.629	15.360	16.128	16.935	17.781	18.671
	127	14.072	14.775	15.514	16.290	17.104	17.959	18.857
	128	14.212	14.923	15.669	16.453	17.275	18.139	19.046
	129	14.354	15.072	15.826	16.617	17.448	18.320	19.236
	130	14.498	15.223	15.984	16.783	17.622	18.503	19.429
	131	14.643	15.375	16.144	16.951	17.799	18.689	19.623
	132	14.789	15.529	16.305	17.121	17.977	18.875	19.819
	133	14.937	15.684	16.468	17.292	18.156	19.064	20.017
	134	15.087	15.841	16.633	17.465	18.338	19.255	20.218
	135	15.238	15.999	16.799	17.639	18.521	19.447	20.420
	136	15.390	16.159	16.967	17.816	18.706	19.642	20.624
	137	15.544	16.321	17.137	17.994	18.894	19.838	20.830
	138	15.699	16.484	17.308	18.174	19.082	20.037	21.038
	139	15.856	16.649	17.481	18.356	19.273	20.237	21.249
	140	16.015	16.816	17.656	18.539	19.466	20.439	21.461
	141	16.175	16.984	17.833	18.724	19.661	20.644	21.676
	142	16.337	17.153	18.011	18.912	19.857	20.850	21.893
	143	16.500	17.325	18.191	19.101	20.056	21.059	22.112
	144	16.665	17.498	18.373	19.292	20.256	21.269	22.333
	145	16.832	17.673	18.557	19.485	20.459	21.482	22.556
Engineer	146	17.000	17.850	18.743	19.680	20.664	21.697	22.782
	147	17.170	18.029	18.930	19.876	20.870	21.914	23.009
	148	17.342	18.209	19.119	20.075	21.079	22.133	23.240
	149	17.515	18.391	19.310	20.276	21.290	22.354	23.472
	150	17.690	18.575	19.504	20.479	21.503	22.578	23.707
	151	17.867	18.761	19.699	20.683	21.718	22.804	23.944
	152	18.046	18.948	19.896	20.890	21.935	23.032	24.183
	153	18.226	19.138	20.094	21.099	22.154	23.262	24.425
	154	18.409	19.329	20.295	21.310	22.376	23.495	24.669
	155	18.593	19.522	20.498	21.523	22.599	23.729	24.916
	156	18.779	19.718	20.703	21.739	22.825	23.967	25.165
	157	18.966	19.915	20.910	21.956	23.054	24.206	25.417
	158	19.156	20.114	21.120	22.175	23.284	24.448	25.671
Captain	159	19.351	20.319	21.334	22.401	23.521	24.697	25.932
	160	19.545	20.522	21.548	22.625	23.756	24.944	26.192
	161	19.740	20.727	21.763	22.851	23.994	25.194	26.453
	162	19.937	20.934	21.981	23.080	24.234	25.446	26.718

IAFF, Local 4403, Salary Schedule
Effective September 2019

Exhibit 1

Range	A	B	C	D	E	L1	L2
163	20.137	21.144	22.201	23.311	24.476	25.700	26.985
164	20.338	21.355	22.423	23.544	24.721	25.957	27.255
165	20.541	21.569	22.647	23.779	24.968	26.217	27.528
166	20.747	21.784	22.873	24.017	25.218	26.479	27.803
167	20.954	22.002	23.102	24.257	25.470	26.744	28.081
168	21.164	22.222	23.333	24.500	25.725	27.011	28.362
169	21.376	22.444	23.567	24.745	25.982	27.281	28.645
170	21.589	22.669	23.802	24.992	26.242	27.554	28.932
171	21.805	22.895	24.040	25.242	26.504	27.830	29.221
172	22.023	23.124	24.281	25.495	26.769	28.108	29.513
173	22.243	23.356	24.523	25.750	27.037	28.389	29.808
174	22.466	23.589	24.769	26.007	27.307	28.673	30.106
175	22.691	23.825	25.016	26.267	27.581	28.960	30.408
176	22.917	24.063	25.267	26.530	27.856	29.249	30.712
177	23.147	24.304	25.519	26.795	28.135	29.542	31.019
178	23.378	24.547	25.774	27.063	28.416	29.837	31.329
179	23.612	24.792	26.032	27.334	28.700	30.135	31.642
180	23.848	25.040	26.292	27.607	28.987	30.437	31.959
181	24.086	25.291	26.555	27.883	29.277	30.741	32.278
182	24.327	25.544	26.821	28.162	29.570	31.049	32.601
183	24.571	25.799	27.089	28.444	29.866	31.359	32.927
184	24.816	26.057	27.360	28.728	30.164	31.673	33.256
185	25.065	26.318	27.634	29.015	30.466	31.989	33.589
186	25.315	26.581	27.910	29.305	30.771	32.309	33.925
187	25.568	26.847	28.189	29.599	31.078	32.632	34.264
188	25.824	27.115	28.471	29.894	31.389	32.959	34.607
189	26.082	27.386	28.756	30.193	31.703	33.288	34.953
190	26.343	27.660	29.043	30.495	32.020	33.621	35.302
191	26.606	27.937	29.334	30.800	32.340	33.957	35.655
192	26.873	28.216	29.627	31.108	32.664	34.297	36.012
193	27.141	28.498	29.923	31.419	32.990	34.640	36.372
194	27.413	28.783	30.222	31.734	33.320	34.986	36.736
195	27.687	29.071	30.525	32.051	33.653	35.336	37.103
196	27.964	29.362	30.830	32.371	33.990	35.690	37.474
197	28.243	29.655	31.138	32.695	34.330	36.046	37.849
198	28.526	29.952	31.450	33.022	34.673	36.407	38.227
199	28.811	30.252	31.764	33.352	35.020	36.771	38.609
200	29.099	30.554	32.082	33.686	35.370	37.139	38.996
201	29.390	30.860	32.403	34.023	35.724	37.510	39.386
202	29.684	31.168	32.727	34.363	36.081	37.885	39.779
203	29.981	31.480	33.054	34.707	36.442	38.264	40.177
204	30.281	31.795	33.384	35.054	36.806	38.647	40.579
205	30.583	32.113	33.718	35.404	37.174	39.033	40.985

IAFF, Local 4403, Salary Schedule
Effective September 2019

Exhibit 1

Range	A	B	C	D	E	L1	L2
206	30.889	32.434	34.055	35.758	37.546	39.423	41.395
207	31.198	32.758	34.396	36.116	37.922	39.818	41.809
208	31.510	33.086	34.740	36.477	38.301	40.216	42.227
209	31.825	33.417	35.087	36.842	38.684	40.618	42.649
210	32.144	33.751	35.438	37.210	39.071	41.024	43.075
211	32.465	34.088	35.793	37.582	39.461	41.434	43.506
212	32.790	34.429	36.151	37.958	39.856	41.849	43.941
213	33.118	34.773	36.512	38.338	40.255	42.267	44.381
214	33.449	35.121	36.877	38.721	40.657	42.690	44.824
215	33.783	35.472	37.246	39.108	41.064	43.117	45.273
216	34.121	35.827	37.618	39.499	41.474	43.548	45.725
217	34.462	36.185	37.995	39.894	41.889	43.983	46.183
218	34.807	36.547	38.375	40.293	42.308	44.423	46.644
219	35.155	36.913	38.758	40.696	42.731	44.868	47.111
220	35.506	37.282	39.146	41.103	43.158	45.316	47.582
221	35.862	37.655	39.537	41.514	43.590	45.769	48.058
222	36.220	38.031	39.933	41.929	44.026	46.227	48.538
223	36.582	38.411	40.332	42.349	44.466	46.689	49.024
224	36.948	38.796	40.735	42.772	44.911	47.156	49.514
225	37.318	39.184	41.143	43.200	45.360	47.628	50.009
226	37.691	39.575	41.554	43.632	45.813	48.104	50.509
227	38.068	39.971	41.970	44.068	46.272	48.585	51.014
228	38.448	40.371	42.389	44.509	46.734	49.071	51.525
229	38.833	40.775	42.813	44.954	47.202	49.562	52.040
230	39.221	41.182	43.241	45.403	47.674	50.057	52.560

IAFF, Local 4403, Salary Schedule
Retroactive to January 1, 2020

Exhibit 2

Range	A	B	C	D	E	L1	L2
120	13.125	13.781	14.470	15.194	15.953	16.751	17.589
121	13.256	13.919	14.615	15.346	16.113	16.918	17.764
122	13.389	14.058	14.761	15.499	16.274	17.088	17.942
123	13.523	14.199	14.909	15.654	16.437	17.259	18.121
124	13.658	14.341	15.058	15.811	16.601	17.431	18.303
125	13.794	14.484	15.208	15.969	16.767	17.605	18.486
126	13.932	14.629	15.360	16.128	16.935	17.781	18.671
127	14.072	14.775	15.514	16.290	17.104	17.959	18.857
128	14.212	14.923	15.669	16.453	17.275	18.139	19.046
129	14.354	15.072	15.826	16.617	17.448	18.320	19.236
130	14.498	15.223	15.984	16.783	17.622	18.503	19.429
131	14.643	15.375	16.144	16.951	17.799	18.689	19.623
132	14.789	15.529	16.305	17.121	17.977	18.875	19.819
133	14.937	15.684	16.468	17.292	18.156	19.064	20.017
134	15.087	15.841	16.633	17.465	18.338	19.255	20.218
135	15.238	15.999	16.799	17.639	18.521	19.447	20.420
136	15.390	16.159	16.967	17.816	18.706	19.642	20.624
137	15.544	16.321	17.137	17.994	18.894	19.838	20.830
138	15.699	16.484	17.308	18.174	19.082	20.037	21.038
139	15.856	16.649	17.481	18.356	19.273	20.237	21.249
140	16.015	16.816	17.656	18.539	19.466	20.439	21.461
141	16.175	16.984	17.833	18.724	19.661	20.644	21.676
142	16.337	17.153	18.011	18.912	19.857	20.850	21.893
143	16.500	17.325	18.191	19.101	20.056	21.059	22.112
144	16.665	17.498	18.373	19.292	20.256	21.269	22.333
145	16.832	17.673	18.557	19.485	20.459	21.482	22.556
146	17.000	17.850	18.743	19.680	20.664	21.697	22.782
147	17.170	18.029	18.930	19.876	20.870	21.914	23.009
148	17.342	18.209	19.119	20.075	21.079	22.133	23.240
149	17.515	18.391	19.310	20.276	21.290	22.354	23.472
150	17.690	18.575	19.504	20.479	21.503	22.578	23.707
151	17.867	18.761	19.699	20.683	21.718	22.804	23.944
152	18.046	18.948	19.896	20.890	21.935	23.032	24.183
153	18.226	19.138	20.094	21.099	22.154	23.262	24.425
154	18.409	19.329	20.295	21.310	22.376	23.495	24.669
Engineer 155	18.593	19.522	20.498	21.523	22.599	23.729	24.916
156	18.779	19.718	20.703	21.739	22.825	23.967	25.165
157	18.966	19.915	20.910	21.956	23.054	24.206	25.417
158	19.156	20.114	21.120	22.175	23.284	24.448	25.671
159	19.351	20.319	21.334	22.401	23.521	24.697	25.932
160	19.545	20.522	21.548	22.625	23.756	24.944	26.192
161	19.740	20.727	21.763	22.851	23.994	25.194	26.453
162	19.937	20.934	21.981	23.080	24.234	25.446	26.718

IAFF, Local 4403, Salary Schedule
Retroactive to January 1, 2020

Exhibit 2

	Range	A	B	C	D	E	L1	L2
	163	20.137	21.144	22.201	23.311	24.476	25.700	26.985
	164	20.338	21.355	22.423	23.544	24.721	25.957	27.255
	165	20.541	21.569	22.647	23.779	24.968	26.217	27.528
	166	20.747	21.784	22.873	24.017	25.218	26.479	27.803
	167	20.954	22.002	23.102	24.257	25.470	26.744	28.081
Captain	168	21.164	22.222	23.333	24.500	25.725	27.011	28.362
	169	21.376	22.444	23.567	24.745	25.982	27.281	28.645
	170	21.589	22.669	23.802	24.992	26.242	27.554	28.932
	171	21.805	22.895	24.040	25.242	26.504	27.830	29.221
	172	22.023	23.124	24.281	25.495	26.769	28.108	29.513
	173	22.243	23.356	24.523	25.750	27.037	28.389	29.808
	174	22.466	23.589	24.769	26.007	27.307	28.673	30.106
	175	22.691	23.825	25.016	26.267	27.581	28.960	30.408
	176	22.917	24.063	25.267	26.530	27.856	29.249	30.712
	177	23.147	24.304	25.519	26.795	28.135	29.542	31.019
	178	23.378	24.547	25.774	27.063	28.416	29.837	31.329
	179	23.612	24.792	26.032	27.334	28.700	30.135	31.642
	180	23.848	25.040	26.292	27.607	28.987	30.437	31.959
	181	24.086	25.291	26.555	27.883	29.277	30.741	32.278
	182	24.327	25.544	26.821	28.162	29.570	31.049	32.601
	183	24.571	25.799	27.089	28.444	29.866	31.359	32.927
	184	24.816	26.057	27.360	28.728	30.164	31.673	33.256
	185	25.065	26.318	27.634	29.015	30.466	31.989	33.589
	186	25.315	26.581	27.910	29.305	30.771	32.309	33.925
	187	25.568	26.847	28.189	29.599	31.078	32.632	34.264
	188	25.824	27.115	28.471	29.894	31.389	32.959	34.607
	189	26.082	27.386	28.756	30.193	31.703	33.288	34.953
	190	26.343	27.660	29.043	30.495	32.020	33.621	35.302
	191	26.606	27.937	29.334	30.800	32.340	33.957	35.655
	192	26.873	28.216	29.627	31.108	32.664	34.297	36.012
	193	27.141	28.498	29.923	31.419	32.990	34.640	36.372
	194	27.413	28.783	30.222	31.734	33.320	34.986	36.736
	195	27.687	29.071	30.525	32.051	33.653	35.336	37.103
	196	27.964	29.362	30.830	32.371	33.990	35.690	37.474
	197	28.243	29.655	31.138	32.695	34.330	36.046	37.849
	198	28.526	29.952	31.450	33.022	34.673	36.407	38.227
	199	28.811	30.252	31.764	33.352	35.020	36.771	38.609
	200	29.099	30.554	32.082	33.686	35.370	37.139	38.996
	201	29.390	30.860	32.403	34.023	35.724	37.510	39.386
	202	29.684	31.168	32.727	34.363	36.081	37.885	39.779
	203	29.981	31.480	33.054	34.707	36.442	38.264	40.177
	204	30.281	31.795	33.384	35.054	36.806	38.647	40.579
	205	30.583	32.113	33.718	35.404	37.174	39.033	40.985

IAFF, Local 4403, Salary Schedule
Retroactive to January 1, 2020

Exhibit 2

Range	A	B	C	D	E	L1	L2
206	30.889	32.434	34.055	35.758	37.546	39.423	41.395
207	31.198	32.758	34.396	36.116	37.922	39.818	41.809
208	31.510	33.086	34.740	36.477	38.301	40.216	42.227
209	31.825	33.417	35.087	36.842	38.684	40.618	42.649
210	32.144	33.751	35.438	37.210	39.071	41.024	43.075
211	32.465	34.088	35.793	37.582	39.461	41.434	43.506
212	32.790	34.429	36.151	37.958	39.856	41.849	43.941
213	33.118	34.773	36.512	38.338	40.255	42.267	44.381
214	33.449	35.121	36.877	38.721	40.657	42.690	44.824
215	33.783	35.472	37.246	39.108	41.064	43.117	45.273
216	34.121	35.827	37.618	39.499	41.474	43.548	45.725
217	34.462	36.185	37.995	39.894	41.889	43.983	46.183
218	34.807	36.547	38.375	40.293	42.308	44.423	46.644
219	35.155	36.913	38.758	40.696	42.731	44.868	47.111
220	35.506	37.282	39.146	41.103	43.158	45.316	47.582
221	35.862	37.655	39.537	41.514	43.590	45.769	48.058
222	36.220	38.031	39.933	41.929	44.026	46.227	48.538
223	36.582	38.411	40.332	42.349	44.466	46.689	49.024
224	36.948	38.796	40.735	42.772	44.911	47.156	49.514
225	37.318	39.184	41.143	43.200	45.360	47.628	50.009
226	37.691	39.575	41.554	43.632	45.813	48.104	50.509
227	38.068	39.971	41.970	44.068	46.272	48.585	51.014
228	38.448	40.371	42.389	44.509	46.734	49.071	51.525
229	38.833	40.775	42.813	44.954	47.202	49.562	52.040
230	39.221	41.182	43.241	45.403	47.674	50.057	52.560

IAFF, Local 4403 Salary Schedule
Effective July 1, 2020

Exhibit 3

Range	A	B	C	D	E	L1	L2
120	13.125	13.781	14.470	15.194	15.953	16.751	17.589
121	13.256	13.919	14.615	15.346	16.113	16.918	17.764
122	13.389	14.058	14.761	15.499	16.274	17.088	17.942
123	13.523	14.199	14.909	15.654	16.437	17.259	18.121
124	13.658	14.341	15.058	15.811	16.601	17.431	18.303
125	13.794	14.484	15.208	15.969	16.767	17.605	18.486
126	13.932	14.629	15.360	16.128	16.935	17.781	18.671
127	14.072	14.775	15.514	16.290	17.104	17.959	18.857
128	14.212	14.923	15.669	16.453	17.275	18.139	19.046
129	14.354	15.072	15.826	16.617	17.448	18.320	19.236
130	14.498	15.223	15.984	16.783	17.622	18.503	19.429
131	14.643	15.375	16.144	16.951	17.799	18.689	19.623
132	14.789	15.529	16.305	17.121	17.977	18.875	19.819
133	14.937	15.684	16.468	17.292	18.156	19.064	20.017
134	15.087	15.841	16.633	17.465	18.338	19.255	20.218
135	15.238	15.999	16.799	17.639	18.521	19.447	20.420
136	15.390	16.159	16.967	17.816	18.706	19.642	20.624
137	15.544	16.321	17.137	17.994	18.894	19.838	20.830
138	15.699	16.484	17.308	18.174	19.082	20.037	21.038
139	15.856	16.649	17.481	18.356	19.273	20.237	21.249
140	16.015	16.816	17.656	18.539	19.466	20.439	21.461
141	16.175	16.984	17.833	18.724	19.661	20.644	21.676
142	16.337	17.153	18.011	18.912	19.857	20.850	21.893
143	16.500	17.325	18.191	19.101	20.056	21.059	22.112
144	16.665	17.498	18.373	19.292	20.256	21.269	22.333
145	16.832	17.673	18.557	19.485	20.459	21.482	22.556
146	17.000	17.850	18.743	19.680	20.664	21.697	22.782
147	17.170	18.029	18.930	19.876	20.870	21.914	23.009
148	17.342	18.209	19.119	20.075	21.079	22.133	23.240
149	17.515	18.391	19.310	20.276	21.290	22.354	23.472
150	17.690	18.575	19.504	20.479	21.503	22.578	23.707
151	17.867	18.761	19.699	20.683	21.718	22.804	23.944
152	18.046	18.948	19.896	20.890	21.935	23.032	24.183
153	18.226	19.138	20.094	21.099	22.154	23.262	24.425
154	18.409	19.329	20.295	21.310	22.376	23.495	24.669
155	18.593	19.522	20.498	21.523	22.599	23.729	24.916
156	18.779	19.718	20.703	21.739	22.825	23.967	25.165
157	18.966	19.915	20.910	21.956	23.054	24.206	25.417
158	19.156	20.114	21.120	22.175	23.284	24.448	25.671
159	19.351	20.319	21.334	22.401	23.521	24.697	25.932
160	19.545	20.522	21.548	22.625	23.756	24.944	26.192
161	19.740	20.727	21.763	22.851	23.994	25.194	26.453
162	19.937	20.934	21.981	23.080	24.234	25.446	26.718

IAFF, Local 4403 Salary Schedule
Effective July 1, 2020

Exhibit 3

	Range	A	B	C	D	E	L1	L2
Engineer	163	20.137	21.144	22.201	23.311	24.476	25.700	26.985
	164	20.338	21.355	22.423	23.544	24.721	25.957	27.255
	165	20.541	21.569	22.647	23.779	24.968	26.217	27.528
	166	20.747	21.784	22.873	24.017	25.218	26.479	27.803
	167	20.954	22.002	23.102	24.257	25.470	26.744	28.081
	168	21.164	22.222	23.333	24.500	25.725	27.011	28.362
	169	21.376	22.444	23.567	24.745	25.982	27.281	28.645
	170	21.589	22.669	23.802	24.992	26.242	27.554	28.932
	171	21.805	22.895	24.040	25.242	26.504	27.830	29.221
	172	22.023	23.124	24.281	25.495	26.769	28.108	29.513
	173	22.243	23.356	24.523	25.750	27.037	28.389	29.808
	174	22.466	23.589	24.769	26.007	27.307	28.673	30.106
	175	22.691	23.825	25.016	26.267	27.581	28.960	30.408
176	22.917	24.063	25.267	26.530	27.856	29.249	30.712	
Captain	177	23.147	24.304	25.519	26.795	28.135	29.542	31.019
	178	23.378	24.547	25.774	27.063	28.416	29.837	31.329
	179	23.612	24.792	26.032	27.334	28.700	30.135	31.642
	180	23.848	25.040	26.292	27.607	28.987	30.437	31.959
	181	24.086	25.291	26.555	27.883	29.277	30.741	32.278
	182	24.327	25.544	26.821	28.162	29.570	31.049	32.601
	183	24.571	25.799	27.089	28.444	29.866	31.359	32.927
	184	24.816	26.057	27.360	28.728	30.164	31.673	33.256
	185	25.065	26.318	27.634	29.015	30.466	31.989	33.589
	186	25.315	26.581	27.910	29.305	30.771	32.309	33.925
	187	25.568	26.847	28.189	29.599	31.078	32.632	34.264
	188	25.824	27.115	28.471	29.894	31.389	32.959	34.607
	189	26.082	27.386	28.756	30.193	31.703	33.288	34.953
	190	26.343	27.660	29.043	30.495	32.020	33.621	35.302
	191	26.606	27.937	29.334	30.800	32.340	33.957	35.655
	192	26.873	28.216	29.627	31.108	32.664	34.297	36.012
	193	27.141	28.498	29.923	31.419	32.990	34.640	36.372
	194	27.413	28.783	30.222	31.734	33.320	34.986	36.736
	195	27.687	29.071	30.525	32.051	33.653	35.336	37.103
	196	27.964	29.362	30.830	32.371	33.990	35.690	37.474
	197	28.243	29.655	31.138	32.695	34.330	36.046	37.849
	198	28.526	29.952	31.450	33.022	34.673	36.407	38.227
	199	28.811	30.252	31.764	33.352	35.020	36.771	38.609
	200	29.099	30.554	32.082	33.686	35.370	37.139	38.996
	201	29.390	30.860	32.403	34.023	35.724	37.510	39.386
	202	29.684	31.168	32.727	34.363	36.081	37.885	39.779
	203	29.981	31.480	33.054	34.707	36.442	38.264	40.177
	204	30.281	31.795	33.384	35.054	36.806	38.647	40.579
	205	30.583	32.113	33.718	35.404	37.174	39.033	40.985

IAFF, Local 4403 Salary Schedule
Effective July 1, 2020

Exhibit 3

Range	A	B	C	D	E	L1	L2
206	30.889	32.434	34.055	35.758	37.546	39.423	41.395
207	31.198	32.758	34.396	36.116	37.922	39.818	41.809
208	31.510	33.086	34.740	36.477	38.301	40.216	42.227
209	31.825	33.417	35.087	36.842	38.684	40.618	42.649
210	32.144	33.751	35.438	37.210	39.071	41.024	43.075
211	32.465	34.088	35.793	37.582	39.461	41.434	43.506
212	32.790	34.429	36.151	37.958	39.856	41.849	43.941
213	33.118	34.773	36.512	38.338	40.255	42.267	44.381
214	33.449	35.121	36.877	38.721	40.657	42.690	44.824
215	33.783	35.472	37.246	39.108	41.064	43.117	45.273
216	34.121	35.827	37.618	39.499	41.474	43.548	45.725
217	34.462	36.185	37.995	39.894	41.889	43.983	46.183
218	34.807	36.547	38.375	40.293	42.308	44.423	46.644
219	35.155	36.913	38.758	40.696	42.731	44.868	47.111
220	35.506	37.282	39.146	41.103	43.158	45.316	47.582
221	35.862	37.655	39.537	41.514	43.590	45.769	48.058
222	36.220	38.031	39.933	41.929	44.026	46.227	48.538
223	36.582	38.411	40.332	42.349	44.466	46.689	49.024
224	36.948	38.796	40.735	42.772	44.911	47.156	49.514
225	37.318	39.184	41.143	43.200	45.360	47.628	50.009
226	37.691	39.575	41.554	43.632	45.813	48.104	50.509
227	38.068	39.971	41.970	44.068	46.272	48.585	51.014
228	38.448	40.371	42.389	44.509	46.734	49.071	51.525
229	38.833	40.775	42.813	44.954	47.202	49.562	52.040
230	39.221	41.182	43.241	45.403	47.674	50.057	52.560

IAFF, Local 4403, Salary Schedule
Effective January 1, 2021

Exhibit 4

Range	A	B	C	D	E	L1	L2
120	13.125	13.781	14.470	15.194	15.953	16.751	17.589
121	13.256	13.919	14.615	15.346	16.113	16.918	17.764
122	13.389	14.058	14.761	15.499	16.274	17.088	17.942
123	13.523	14.199	14.909	15.654	16.437	17.259	18.121
124	13.658	14.341	15.058	15.811	16.601	17.431	18.303
125	13.794	14.484	15.208	15.969	16.767	17.605	18.486
126	13.932	14.629	15.360	16.128	16.935	17.781	18.671
127	14.072	14.775	15.514	16.290	17.104	17.959	18.857
128	14.212	14.923	15.669	16.453	17.275	18.139	19.046
129	14.354	15.072	15.826	16.617	17.448	18.320	19.236
130	14.498	15.223	15.984	16.783	17.622	18.503	19.429
131	14.643	15.375	16.144	16.951	17.799	18.689	19.623
132	14.789	15.529	16.305	17.121	17.977	18.875	19.819
133	14.937	15.684	16.468	17.292	18.156	19.064	20.017
134	15.087	15.841	16.633	17.465	18.338	19.255	20.218
135	15.238	15.999	16.799	17.639	18.521	19.447	20.420
136	15.390	16.159	16.967	17.816	18.706	19.642	20.624
137	15.544	16.321	17.137	17.994	18.894	19.838	20.830
138	15.699	16.484	17.308	18.174	19.082	20.037	21.038
139	15.856	16.649	17.481	18.356	19.273	20.237	21.249
140	16.015	16.816	17.656	18.539	19.466	20.439	21.461
141	16.175	16.984	17.833	18.724	19.661	20.644	21.676
142	16.337	17.153	18.011	18.912	19.857	20.850	21.893
143	16.500	17.325	18.191	19.101	20.056	21.059	22.112
144	16.665	17.498	18.373	19.292	20.256	21.269	22.333
145	16.832	17.673	18.557	19.485	20.459	21.482	22.556
146	17.000	17.850	18.743	19.680	20.664	21.697	22.782
147	17.170	18.029	18.930	19.876	20.870	21.914	23.009
148	17.342	18.209	19.119	20.075	21.079	22.133	23.240
149	17.515	18.391	19.310	20.276	21.290	22.354	23.472
150	17.690	18.575	19.504	20.479	21.503	22.578	23.707
151	17.867	18.761	19.699	20.683	21.718	22.804	23.944
152	18.046	18.948	19.896	20.890	21.935	23.032	24.183
153	18.226	19.138	20.094	21.099	22.154	23.262	24.425
154	18.409	19.329	20.295	21.310	22.376	23.495	24.669
155	18.593	19.522	20.498	21.523	22.599	23.729	24.916
156	18.779	19.718	20.703	21.739	22.825	23.967	25.165
157	18.966	19.915	20.910	21.956	23.054	24.206	25.417
158	19.156	20.114	21.120	22.175	23.284	24.448	25.671
159	19.351	20.319	21.334	22.401	23.521	24.697	25.932
160	19.545	20.522	21.548	22.625	23.756	24.944	26.192
161	19.740	20.727	21.763	22.851	23.994	25.194	26.453
162	19.937	20.934	21.981	23.080	24.234	25.446	26.718

IAFF, Local 4403, Salary Schedule
Effective January 1, 2021

Exhibit 4

	Range	A	B	C	D	E	L1	L2
	163	20.137	21.144	22.201	23.311	24.476	25.700	26.985
	164	20.338	21.355	22.423	23.544	24.721	25.957	27.255
	165	20.541	21.569	22.647	23.779	24.968	26.217	27.528
	166	20.747	21.784	22.873	24.017	25.218	26.479	27.803
	167	20.954	22.002	23.102	24.257	25.470	26.744	28.081
	168	21.164	22.222	23.333	24.500	25.725	27.011	28.362
	169	21.376	22.444	23.567	24.745	25.982	27.281	28.645
	170	21.589	22.669	23.802	24.992	26.242	27.554	28.932
Engineer	171	21.805	22.895	24.040	25.242	26.504	27.830	29.221
	172	22.023	23.124	24.281	25.495	26.769	28.108	29.513
	173	22.243	23.356	24.523	25.750	27.037	28.389	29.808
	174	22.466	23.589	24.769	26.007	27.307	28.673	30.106
	175	22.691	23.825	25.016	26.267	27.581	28.960	30.408
	176	22.917	24.063	25.267	26.530	27.856	29.249	30.712
	177	23.147	24.304	25.519	26.795	28.135	29.542	31.019
	178	23.378	24.547	25.774	27.063	28.416	29.837	31.329
	179	23.612	24.792	26.032	27.334	28.700	30.135	31.642
	180	23.848	25.040	26.292	27.607	28.987	30.437	31.959
	181	24.086	25.291	26.555	27.883	29.277	30.741	32.278
	182	24.327	25.544	26.821	28.162	29.570	31.049	32.601
	183	24.571	25.799	27.089	28.444	29.866	31.359	32.927
Captain	184	24.816	26.057	27.360	28.728	30.164	31.673	33.256
	185	25.065	26.318	27.634	29.015	30.466	31.989	33.589
	186	25.315	26.581	27.910	29.305	30.771	32.309	33.925
	187	25.568	26.847	28.189	29.599	31.078	32.632	34.264
	188	25.824	27.115	28.471	29.894	31.389	32.959	34.607
	189	26.082	27.386	28.756	30.193	31.703	33.288	34.953
	190	26.343	27.660	29.043	30.495	32.020	33.621	35.302
	191	26.606	27.937	29.334	30.800	32.340	33.957	35.655
	192	26.873	28.216	29.627	31.108	32.664	34.297	36.012
	193	27.141	28.498	29.923	31.419	32.990	34.640	36.372
	194	27.413	28.783	30.222	31.734	33.320	34.986	36.736
	195	27.687	29.071	30.525	32.051	33.653	35.336	37.103
	196	27.964	29.362	30.830	32.371	33.990	35.690	37.474
	197	28.243	29.655	31.138	32.695	34.330	36.046	37.849
	198	28.526	29.952	31.450	33.022	34.673	36.407	38.227
	199	28.811	30.252	31.764	33.352	35.020	36.771	38.609
	200	29.099	30.554	32.082	33.686	35.370	37.139	38.996
	201	29.390	30.860	32.403	34.023	35.724	37.510	39.386
	202	29.684	31.168	32.727	34.363	36.081	37.885	39.779
	203	29.981	31.480	33.054	34.707	36.442	38.264	40.177
	204	30.281	31.795	33.384	35.054	36.806	38.647	40.579
	205	30.583	32.113	33.718	35.404	37.174	39.033	40.985

IAFF, Local 4403, Salary Schedule
Effective January 1, 2021

Exhibit 4

Range	A	B	C	D	E	L1	L2
206	30.889	32.434	34.055	35.758	37.546	39.423	41.395
207	31.198	32.758	34.396	36.116	37.922	39.818	41.809
208	31.510	33.086	34.740	36.477	38.301	40.216	42.227
209	31.825	33.417	35.087	36.842	38.684	40.618	42.649
210	32.144	33.751	35.438	37.210	39.071	41.024	43.075
211	32.465	34.088	35.793	37.582	39.461	41.434	43.506
212	32.790	34.429	36.151	37.958	39.856	41.849	43.941
213	33.118	34.773	36.512	38.338	40.255	42.267	44.381
214	33.449	35.121	36.877	38.721	40.657	42.690	44.824
215	33.783	35.472	37.246	39.108	41.064	43.117	45.273
216	34.121	35.827	37.618	39.499	41.474	43.548	45.725
217	34.462	36.185	37.995	39.894	41.889	43.983	46.183
218	34.807	36.547	38.375	40.293	42.308	44.423	46.644
219	35.155	36.913	38.758	40.696	42.731	44.868	47.111
220	35.506	37.282	39.146	41.103	43.158	45.316	47.582
221	35.862	37.655	39.537	41.514	43.590	45.769	48.058
222	36.220	38.031	39.933	41.929	44.026	46.227	48.538
223	36.582	38.411	40.332	42.349	44.466	46.689	49.024
224	36.948	38.796	40.735	42.772	44.911	47.156	49.514
225	37.318	39.184	41.143	43.200	45.360	47.628	50.009
226	37.691	39.575	41.554	43.632	45.813	48.104	50.509
227	38.068	39.971	41.970	44.068	46.272	48.585	51.014
228	38.448	40.371	42.389	44.509	46.734	49.071	51.525
229	38.833	40.775	42.813	44.954	47.202	49.562	52.040
230	39.221	41.182	43.241	45.403	47.674	50.057	52.560



**REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE
Agenda of December 8, 2020**

Prepared by:
Shannon Sweeney
Public Works Director / City Engineer

Approved by:
Todd Bodem, City Administrator

SUBJECT: 2020 Slurry Seal Project – Notice of Completion

RECOMMENDATION:

It is recommended that the City Council approve:

1. The filing of a Notice of Completion for the 2020 Slurry Seal Project and authorize the City Clerk to file it with the County Recorder.
2. The five percent retention payment to VSS International, Inc. after 35 days, provided no liens are filed by subcontractors.

DISCUSSION:

In 2019, the City Council approved the Pavement Management System, which was produced by Pavement Engineering Inc. (PEI). The plan identifies treatments that should be performed every year.

On August 7, 2020, the City Engineer solicited formal bids for the 2020 Slurry Seal Project. The City received five bids. VSS International, Inc. was the low bidder.

Staff recommended awarding the Base Bid to VSS International Inc. for a total of \$173,000 and recommended City Administrator authorization to approve contract change orders during construction up to 15% over the contract amount if deemed necessary.

This project was completed November 30, 2020. The project came in under budget at \$154,744.70.

FISCAL IMPACT:

The 2020 Slurry Seal Project will be paid for by SB1 funds. Sufficient funds are available for this project as completed.

ATTACHMENTS:

1. Resolution 2020-98
2. Notice of Completion

RESOLUTION NO. 2020-98

A RESOLUTION OF THE CITY COUNCIL OF THE CITY GUADALUPE TO AUTHORIZE THE CITY CLERK TO FILE THE NOTICE OF COMPLETION WITH THE COUNTY RECORDER, AND TO APPROVE THE FIVE PERCENT RETENTION PAYMENT TO VSS INTERNATIONAL, INC. IF NO LIENS ARE FILED BY SUBCONTRACTORS FOR THE 2020 SLURRY SEAL PROJECT

WHEREAS, on September 8, 2020, the City Council approved a construction contract with VSS international, Inc. for the 2020 Slurry Seal Project for \$173,000; and,

WHEREAS, the work has been completed to the satisfaction of City Staff and the City Engineer; and,

WHEREAS, the contract was completed under the quoted price;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Guadalupe as follows:

SECTION 1. Approve filing of the notice of completion for the 2020 Slurry Seal Project, and Authorize the City Clerk to immediately file the notice of completion with the County Recorder;

SECTION 3. Authorize the 5 percent retention payment to VSS international, Inc. thirty-five (35) days after the recordation of the notice of completion, if no liens are filed by subcontractors.

PASSED, APPROVED AND ADOPTED at a regular meeting on the 8th day of December 2020 by the following vote:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAIN:

I, Todd Bodem, Deputy City Clerk of the City of Guadalupe DO HEREBY CERTIFY that the foregoing Resolution, being C.C. **Resolution No. 2019-98**, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held December 8, 2020, and that same was approved and adopted.

ATTEST:

Todd Bodem, Deputy City Clerk

Ariston Julian, Mayor

APPROVED AS TO FORM:

Philip Sinco, City Attorney

<p>RECORDING REQUEST BY</p> <p>City of Guadalupe</p> <hr/> <p>AND WHEN RECORDED MAIL TO</p> <p>Todd Bodem, City Administrator 918 Obispo Street P.O. Box 908 Guadalupe, CA 93434</p>

APN # N/A

**NOTICE OF COMPLETION
NO TRANSFER OF PROPERTY**

NOTICE IS HEREBY GIVEN PURSUANT TO CIVIL CODE SECTION 3039:

1. The undersigned is the corporate officer for the City of Guadalupe, owner of property hereinafter described.
2. The FULL NAME of owner is City of Guadalupe
3. The FULL ADDRESS of the owner is: 918 Obispo Street, Guadalupe, CA 93434
4. The NATURE OF THE INTEREST OF THE OWNER is in fee.
5. All work of improvement on the property hereinafter described was completed on November 30, 2020.
6. The work done was the 2020 Slurry Seal Project No. 2020-07.
7. THE NAME OF THE ORIGINAL CONTRACTOR, if any, for such work of improvements in the City of Guadalupe: VSS International, Inc.
8. The property if which said work of improvement was completed is in the City of Guadalupe, County of Santa Barbara, State of California.

Dated: _____

(Signature of Owner Name In Paragraph 2)
Todd Bodem, City Administrator

VERIFICATION

I, the undersigned, say:

I am Todd Bodem, Deputy City Clerk, declared of the foregoing Notice of Completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on the 8th day of December 2020 at the City of Guadalupe, California

_____, Deputy City Clerk of the City of Guadalupe
(Signature) Todd Bodem



**REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE
Agenda of December 8, 2020**

Prepared by:
Shannon Sweeney, Director of Public Works

Approved by:
Todd Bodem, City Administrator

SUBJECT: Summary Vacation of Escalante Street

RECOMMENDATION:

That the City Council adopt Resolution No. 2020-99 approving the summary vacation of Escalante Street pursuant to California Streets and Highway Code section 8334.

BACKGROUND:

On February 25, 2020, the City Council approved a project (referred to as "Escalante Meadows") proposed by the Housing Authority of the County of Santa Barbara (HACSB) to replace its existing low-income development of 52 duplex units located on two legal lots totaling 8.96 gross acres with a new 80-unit apartment project consisting of 12 one-bedroom units, 24 two-bedroom units, 28 three-bedroom units, and 16 four-bedroom units. Escalante Street, a public street maintained by the City, is located entirely on these two lots. A condition of approval of the project was that the City's easement in Escalante Street would be vacated, and that a new, privately owned street would be created in its place. The new private street would continue to be called Escalante Street, and mail would continue to be delivered to addresses on the new Escalante Street. Although the new Escalante Street would be privately owned, it would continue to be open to the public for access to and from the project, but the City would not have any maintenance responsibilities for the new street.

DISCUSSION:

California Streets and Highway Code section 8334 provides:

The legislative body of a local agency may summarily vacate any of the following:

- (a) An excess right-of-way of a street or highway not required for street or highway purposes.
- (b) A portion of a street or highway that lies within property under one ownership and that does not continue through such ownership or end touching property of another.

The new Escalante Meadows project renders the need for a publicly maintained street to be unnecessary and excess for the City's requirements. In addition, Escalante Street lies entirely within the two legal lots

owned by HACSB and does not continue though or end touching the property of another. Accordingly, the requirements for a summary vacation as set forth in Streets and Highways Code section 8334(a) and (b) are met. Escalante Street will remain as a privately owned street and will continue to provide access from the project to the City's public streets.

FISCAL IMPACT:

Approving the summary vacation will result in savings to the City since it will no longer be responsible for maintaining Escalante Street. The existing right-of-way to be vacated is estimated at 17,500 ft.², which costs \$9780 every 3 to 5 years for maintenance and \$437,000 every 20 years for reconstruction.

ATTACHMENTS:

1. Resolution No. 2020-99 entitled "A Resolution of the City Council of the City of Guadalupe for Summary Vacation of an Easement for a Public Street (Known as Escalante Street) Pursuant to Streets & Highways Code Section 8334," including the following exhibits attached thereto:
 - Exhibit A: Map depicting current Escalante Street
 - Exhibit B: 1957 Easement grant deed for Escalante Street
 - Exhibit C: 1965 Easement grant deed for Escalante Street

RESOLUTION NO. 2020-99

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY GUADALUPE
FOR SUMMARY VACATION OF AN EASEMENT FOR A PUBLIC STREET (KNOWN AS ESCALANTE STREET)
PURSUANT TO STREETS & HIGHWAYS CODE SECTION 8334**

WHEREAS, California Streets and Highways Code section 8334(a) permits summary vacation of right-of-way or easement which has been determined to be in excess of the needs of a local jurisdiction; and

WHEREAS, California Streets and Highways Code section 8334(b) permits summary vacation of right-of-way or easement of a portion of a street or highway that lies within property under one ownership and that does not continue through such ownership or end touching property of another; and

WHEREAS, as a result of the approval of the Escalante Meadows project by the City Council on February 25, 2020, the current configuration of Escalante Street will be changed; and

WHEREAS, a condition of approval for the Escalante Meadows project was for the new street to be privately owned and maintained; and

WHEREAS, because Escalante Street is entirely contained on two legal lots under one ownership consisting of approximately 8.96 acres where the new Escalante Meadows project will be constructed, there is no need for a publicly maintained street in the Escalante Meadows project, and therefore, the City's easement in Escalante Street is excess of the City's needs; and

WHEREAS, in order for a new, privately owned street to be constructed as part of the Escalante Meadows project, the City must vacate its easement in the existing Escalante Street; and

WHEREAS, the new, privately owned and maintained street will be that constructed as part of the Escalante Meadows project will continue to be called "Escalante Street" and will be recognized by the United States Postal Service for the purpose of delivering mail.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Guadalupe, California, as follows:

1. The City Council now finds and declares the vacation of the above-described roadway easement to be in conformance with the City's General Plan.
2. The Council now summarily vacates, pursuant to Streets & Highways Code Section 8334, the roadway right-of-way shown in Exhibit "A," and described in Exhibits "B" and "C," attached hereto.
3. That from and after the date this resolution is recorded with the County Recorder, the right-of-way shown in Exhibit "A" and described in Exhibits "B" and "C" shall no longer be or constitute a public right-of-way.

PASSED, APPROVED AND ADOPTED at a regular meeting on the 8th day of December 2020 by the following vote:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAIN:

I, Todd Bodem, Deputy City Clerk of the City of Guadalupe DO HEREBY CERTIFY that the foregoing Resolution, being **Resolution No. 2020-99**, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held December 8, 2020, and that same was approved and adopted.

ATTEST:

Todd Bodem, Deputy City Clerk

Ariston Julian, Mayor

APPROVED AS TO FORM:

Philip Sinco, City Attorney

Exhibit A



First American
Title Insurance Company

File No.: 5461725

Location: Santa Barbara County, CA

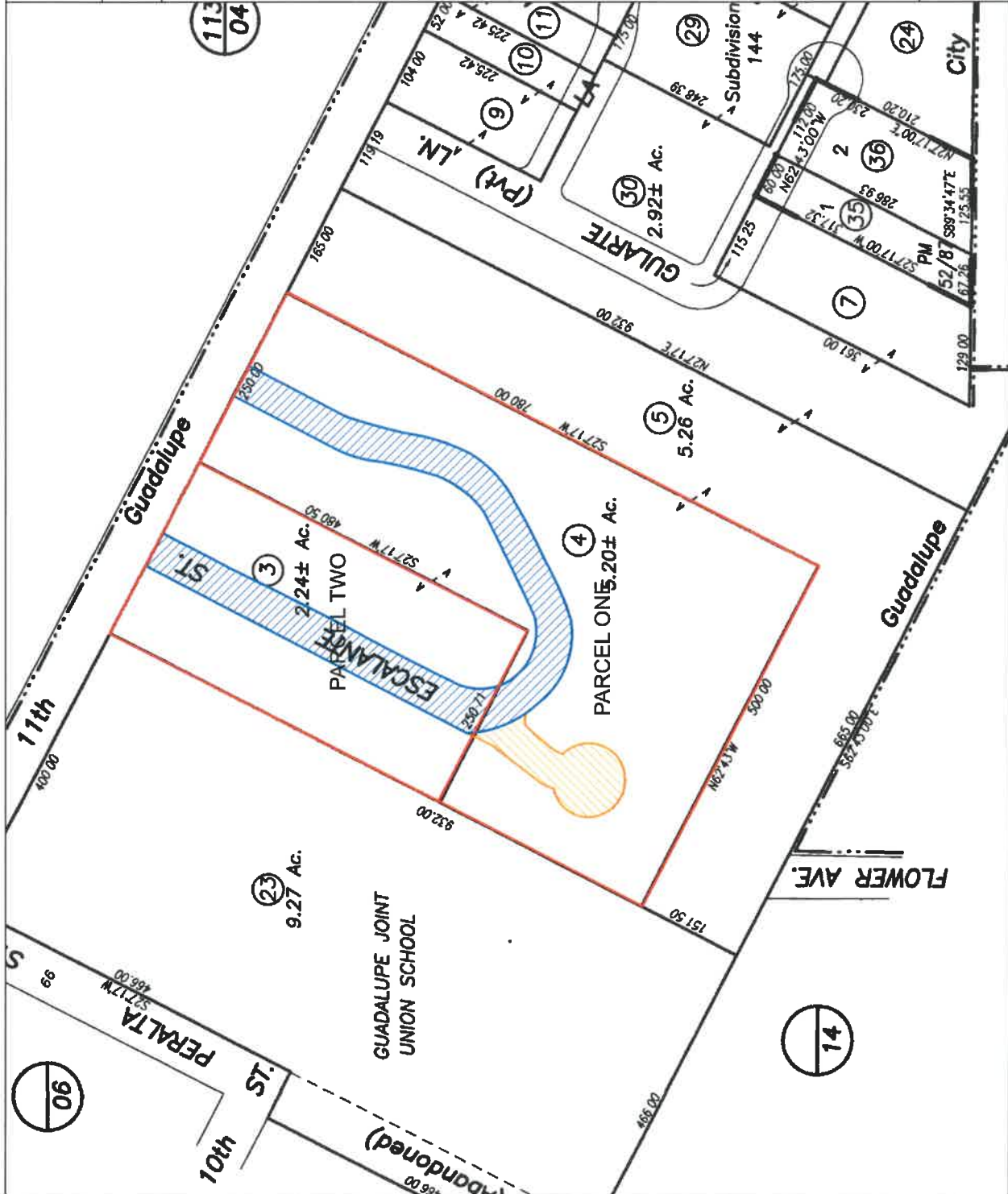
Legend

PARCEL ONE
 PARCEL TWO

12/12/1957 #256655
 Bk1491 Pg206
 (Street, Road And
 Public Utilities)

12/24/1965 #45482
 Bk2133 Pg1358
 (Street, Road And
 Public Utilities)

This map may or may not be an accurate description or identification of the land and is not intended nor may be it relied upon as a survey of the land depicted hereon. This map is solely intended to provide orientation as to the general location of the land depicted hereon. It is not intended to be a substitute for a survey of the land. The undersigned, its subsidiaries and affiliates, expressly disclaim any and all liability for all loss or damage which may result from reliance or use of this map.



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SANTA BARBARA, a public body corporate and political subdivision
of California, duly organized and existing under and by virtue
of the "Housing Authorities Law of the State of California",
as GRANTOR, does hereby grant and dedicate to the CITY OF
GUADALUPE, a municipal corporation, as GRANTEE, for all street
and road purposes, and for all public utilities and drainage
purposes of any kind and nature whatsoever, the real property in
the City of Guadalupe, County of Santa Barbara, State of
California, described as follows:

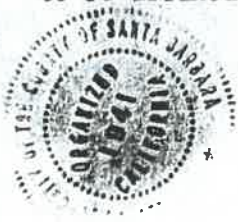
All that certain lot, piece or parcel of land 46 feet wide
in the city of Guadalupe, county of Santa Barbara, State
of California; lying, equally on each side of the following
described center line, to wit:

Por. Subs. 5 & 6 - Sub Lot 144 - Rd. Guad. Map 2 B

Beginning at a point on the Southerly line of Eleventh (for-
merly second) street S. 62 degrees 43 minutes E. 125 feet
distant from the North Westerly corner of that certain tract
of land described in the deed to the housing authority of
the County of Santa Barbara, recorded, September 8, 1950, *→*
in book 990 page 181 of official records, in the office of
the Santa Barbara County recorder; thence S. 27 degrees, 17
minutes W. 428 feet to the beginning of a 99 foot radius
curve to the left, said curve having a delta of 144 degrees
30 minutes and a length of 239.68 feet thence in a general
Southerly and Easterly direction along said curve to the end
thereof; thence tangent to said curve North 62 degrees, 47
minutes East 118.82 feet to the beginning of a 150 foot
radius curve to the left; said curve having a delta of 48
degrees 40 minutes and a length of 127.41 feet thence in a
general Northerly direction along said curve to the end
thereof; thence tangent to said curve N. 14 degrees 07
minutes East 82.84 feet to the beginning of a 260 foot radius
curve to the right said curve having a delta of 13 degrees
10 minutes and a length of 59.748 feet; thence in a North-
easterly direction along said curve to the end thereof;
thence tangent to said curve North 27 degrees 17 minutes
East 127.6 feet more or less to a point on the Southerly
line of the herein above mentioned Eleventh Street, said
point being South 62 degrees 43 minutes East, 246.81 feet
from the point of beginning.

1377
5/11/51

IN WITNESS WHEREOF, Said corporation has caused its
corporate name to be hereunto subscribed and its corporate seal
to be affixed hereto this 9th day of December, 1957.



HOUSING AUTHORITY OF THE COUNTY OF
SANTA BARBARA
By Charles Compton, Chairman
By H. D. Sanderson, Secretary



No 25655
DEC 12 1957

James H. ...
...

First Party, and GOLETA COUNTY WATER DISTRICT, Second Party,

W I T N E S S E T H:

That First Party hereby grants unto Second Party, its successors and assigns, the right, privilege, and easement to enter upon, survey, travel along, construct, reconstruct, lay, re-lay, increase the size of, operate, maintain, and remove a water pipe line or conduit and pipe lines or conduits branching therefrom, with all fixtures, devices and appurtenances, used or useful in the operation of said pipe lines and to remove objects interfering therewith, at any and all points within, through, over and across the following described land situate in the County of Santa Barbara, State of California, to wit:

Portions of Los Verdes Tract Number 3 in Rancho La Goleta, in the County of Santa Barbara, State of California, described as follows:

All of Los Verdes Drive and Venado Drive, as said roads are shown on the map of Los Verdes Tract Number 3, filed in Book 40 at Pages 77 and 78 of Record of Surveys, Records of said County

No 25656
DEC 12 1957

45-132

2133 MAR 1358

GRANT DEED

1 For good and valuable consideration, receipt of which is
 2 hereby acknowledged, the HOUSING AUTHORITY OF THE COUNTY OF SANTA
 3 BARBARA, a public body corporate and politic of the State of Cali-
 4 fornia, duly organized and existing under and by virtue of the "Hous-
 5 ing Authorities Law of the State of California", as GRANTOR, does
 6 hereby grant and dedicate, that portion of the entry street serving
 7 the Guadalupe Housing Project CAL 21-5, to the CITY OF GUADALUPE, a
 8 municipal corporation, as GRANTEE, for all street and road purposes,
 9 and for all public utilities and drainage purposes of any kind and
 10 nature whatsoever, the real property in the City of Guadalupe, County
 11 of Santa Barbara, State of California, described as follows:

12 Beginning on the East side of Escalante Street at Station 4+28,
 13 said location being ascertained in Grant Deed to the City of
 14 Guadalupe, a municipal corporation, covering a piece or parcel
 15 of land 40 feet in width in the City of Guadalupe, County of
 16 Santa Barbara, State of California and recorded in Book 1431,
 17 Page 216 in the office of the County Recorder of said County,
 18 said point of beginning being more particularly described as
 19 follows:

20 Commencing at a point on the spurably line of Eleventh (for-
 21 merly Santa) Street, being the northeasterly corner of that
 22 parcel tract of land described in a deed to the Housing Autho-
 23 rity of the County of Santa Barbara, recorded September 5, 1950, in
 24 Book 931, Page 151 of Official Records of the said County Recorder,
 25 thence South 62°43' East, 102 feet; thence South 27°17' East, 125
 26 feet to the true point of beginning; thence curving South 27°17'
 27 East, 77.5 feet and along an entry street; thence curving to the
 28 right through an angle of 14°34' with a radius of 77 feet, a dis-
 29 tance of 20.02 feet; thence tangent to the curve South 42°11' East,
 30 33.50 feet; thence curving to the left through an angle of 21°20'14"
 31 with a radius of 143 feet, a distance of 52.57 feet to the inter-
 32 section of a circular cul-de-sac whose central point lies South
 33 18°18'27" East, 44 feet from the said point of intersection; thence
 34 curving to the left from a tangent line through the said point of
 35 intersection, bearing South 71°41'33" East, with a radius of 46
 36 feet through an angle of 235°04'52", a distance of 227.37 feet to
 37 a point on the curve intersecting the easterly line of the said
 38 entry street; thence curving to the right from a line through the
 39 said point of intersection, bearing North 24°38'18" East, with a
 40 radius of 97 feet through an angle of 17°32'42", a distance of
 41 29.71 feet; thence tangent to the curve, North 42°11' East, 32.24
 42 feet; thence curving to the right with a radius of 11 feet, through
 43 an angle of 125°43'10", a distance of 20.50 feet to a tangent inter-
 44 section with the curve on the southeasterly side of Escalante Street,
 45 said curve on Escalante Street having its central point, North
 46 52°57'10" East, 122 feet from the said point of intersection; thence
 47 curving to the right from a line through the said point of inter-
 48 section, bearing North 31°02'50" East with a radius of 122 feet
 49 through an angle of 53°19'50", a distance of 124.26 feet to

ACCEPTED AND LEGALITY OF SIGNATURES
IN THIS DOCUMENT HAS BEEN VERIFIED

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GRANT DEED continued

point of beginning.

IN WITNESS WHEREOF, said corporation has caused its corporate name to be hereunto subscribed and its corporate seal to be affixed hereto this 11th day of November 1965.

HOUSING AUTHORITY OF THE COUNTY OF SANTA BARBARA

By Charles L. Campodonico
Vice-Chairman

By G. T. Gunderson
Secretary

Witnesses:

STATE OF CALIFORNIA,)
County of Santa Barbara.)

ss.

On November 24, 1965, before me, the undersigned, a Notary Public in and for said County and State, personally appeared CHARLES L. CAMPODONICO, known to me to be the Vice-Chairman, and G. T. GUNDERSON, known to me to be the Secretary, of HOUSING AUTHORITY OF THE COUNTY OF SANTA BARBARA, a public body corporate and politic of the State of California, the grantor that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of said Housing Authority of the County of Santa Barbara, and acknowledged to me that such Housing Authority of the County of Santa Barbara executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal the day and year in this certificate first above written.



Olga V. Coullarte
OLGA V. COULLARTE, Notary Public in and for the County of Santa Barbara, State of California.
My Commission Expires June 18, 1967.

RESOLUTION NO. 246

A RESOLUTION AUTHORIZING CITY CLERK TO ACCEPT AND RECORD GRANT DEED OF REAL PROPERTY FROM THE HOUSING AUTHORITY OF THE COUNTY OF SANTA BARBARA.

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BE IT ENDED by the Council of the City of Guadalupe as follows:

That the City Clerk be and she is hereby authorized to accept and consent to the granting to the City of Guadalupe the real property described in said deed, a copy of which is attached hereto.

Passed and adopted this 13th day of December, 1965.

Thaddeus P. ...
Mayor of the City of Guadalupe, California

ATTEST:
[Signature]
City Clerk

STATE OF CALIFORNIA }
COUNTY OF SANTA BARBARA } ss.

I, Myrtle L. Chamberlain, City Clerk of the City of Guadalupe, DO HEREBY CERTIFY that the foregoing Resolution No. 246 was duly and regularly introduced at a regular meeting of the City Council of the City of Guadalupe, held on the 13th day of December, 1965, and was passed by the following roll call vote, to-wit:

AYES: Councilmen Okamoto, Perry, Lawrence, Leatherall and Draper.

NOES: None

ABSENT: None

WITNESS my hand and the common seal of the City of Guadalupe this 17th day of December, 1965.

[Signature]
City Clerk of the City of Guadalupe, California



45482

BOOK 2133 PAGE 1361

City of Guadalupe
P.O. BOX 795
GUADALUPE, CALIFORNIA, 93424

This is to certify that the interest in real property conveyed by the deed dated November 11, 1965 from the Housing Authority of the County of Santa Barbara to the City of Guadalupe, a municipal Corporation, is hereby accepted by order of the City Council of the City of Guadalupe, on December 15, 1965, and the undersigned consents to the recording thereof.

Myrtle L. Chamberlain
Myrtle L. Chamberlain,
City Clerk of the City of
Guadalupe, California

December 17, 1965.



45482

RECORDED AT REQUEST OF
CITY CLERK - Guadalupe
BOOK 2133 PAGE 1358

Dec 24 10 53 AM '65

OFFICIAL RECORDS
SANTA BARBARA CO. CLERK
CITY AND COUNTY RECORDER

NO FEE

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PLANNING DEPARTMENT

City of Guadalupe
918 Obispo Street
P.O. Box 908
Guadalupe, CA 93434
Tel (805) 356-3903

To: Mr. Mayor and City Councilmembers
From: Larry Appel, Contract Planning Director
Date: December 1, 2020
Re: **Monthly Planning Report Covering November 2020**

MINISTERIAL PROJECTS

Zoning Clearances Approved	3
Zoning Clearances Denied	0
ADUs Approved	0
ADUs Denied	0
Zoning Clearances Appealed	0
Business Licenses Approved	1
Business Licenses Denied	0

DISCRETIONARY PROJECTS

The following projects are in for Planning Department review and have been worked on during August:

- DJ Farms South – tract map being processed, issues with RxR easements
- Pasadera Lot 9 Final Map revisions due to new map configuration and bridge
- Sign Ordinance – Waiting for comments from Business Association
- General Plan RFP– Update underway, walking tour postponed to Feb. due to Covid
- General Plan and Rezone of various sites within the City - ongoing
- **LEAP Contract being finalized with contract signing (\$65K)**
- **REAP grant for \$104,872, approved in October**
- Olivera Multi-Family project submitted in October
- Almaguer LLA/GPZ processing to resolve lot line issues

If any Councilmember is interested in a particular project or would like to know its status, please let me know and I would be happy to provide the information.

Ministerial Permit Report– November 2020

(Reported 12-1-20)

Zoning Clearances Approvals

2020-096-ZC	Perez room addition	4442 Cedar Street
2020-097-ZC	American Legion Sign	1025 Guadalupe St.
2020-102-ZC	Figueroa paving and roof	16 Masatani Street

Zoning Clearances Denied

Business License Approvals

El Padrecito Mask Store 950A Guadalupe Street

Business License Denials

Guadalupe City Planning Department Planning Processing Summary for November 2020 (12-1-2020 update)

<u>Case No.</u>	<u>Name</u>	<u>Submittal Date</u>	<u>Comp. Date</u>	<u>Status</u>	<u>OK for Bldg. Permit Issuance</u>
2017-130-TPM \$\$	DJ Farms South Master TPM	10-12-17	Complete-09-27-19	COMPLETE letter sent on 09-27-19. Waiting for resolution of RxR easement for bridge access.	NO
2020-095-DR	Olivera Multi-family Housing	09/29/20	INC sent 10-12-20	Initial review and INC letter sent to applicant.	NO
2020-101-LLA	Almaguer LLA/GPZ	Oct 2020	INC sent	LLA and GPZ INC letter sent to owner.	NO
2019-067-VTTM \$\$	Pasadera Lot 9			Grading Plan issued prior to recordation. Map being revised due to need for a second bridge.	NO
2018-135-GPZ No\$	General Plan amendment and Rezone of several areas of the City	08/29/18	N/A	Letters to owners were sent out in September. Coordinating efforts with GP Update.	N/A
N/A	General Plan Update	2019 City Council authorization	N/A	EMC updating old documents and preparing a new GP map. Walking tour postponed to February due to Covid.	N/A
2018-133-OA No\$	Round 3 Zoning Ordinance Updates	8/12/19	N/A	Preparing new zoning ordinance Chapter 55 for Home Occupations and Cottage Food Industries (ongoing)	N/A
2018 -133 OA No\$	Sign Ordinance	2/24/20	N/A	Conducted Workshop on 8-25-20. Waiting for input from GBA.	N/A

No\$ = unreimbursed planning work

\$ = projects where a fixed fee has been paid

\$\$ = projects where a variable fee / deposit is made and the applicant is billed for time beyond the initial deposit

12/1/2020



**CITY OF GUADALUPE
BUILDING DEPARTMENT**

STATUS REPORT

MONTH: November, 2020

	This Month	Last Month	Year to Date	Last Year
Visitors	8	10	736	420
Inspections	389	329	5,776	6,434
Building Permits Issued	10	27	229	268
Certificate of Occupancy	4	8	137	83

VISITORS: Permits, Planning application submittals, submitted plan updates, general information



Public Works/Engineering Report November 2020

Development

Pasadera

Pasadera modified the layout of Lot 9 to accommodate an overland (versus at-grade) bridge at the end of Arroyo Seco. The redesign results in four fewer residential lots. In November, staff worked with the developer on reevaluating the traffic index on Arroyo Seco given that the road will now have a bridge, rather than a dead-end to an emergency outlet. In addition, the developer is working on dedicating public infrastructure for Lot 5 to the City in early 2021. Also, Twitchell yield transfer paperwork is in development.

Escalante Meadows

City staff continues to work with the developer on an easement vacation. This easement vacation is expected to come before City Council in early January. In addition, City staff met with Escalante Meadows staff on November 12, 19th, and 24th to continue working towards determining how transit and active transportation projects may help the competitiveness of a grant on which Escalante Meadows is currently working. The consultant on this project has indicated that the suite of projects appears to make our application quite strong. Also, the City helped with a PLHA grant application in which the City would receive \$3 million to then loan Escalante Meadows which may be paid back to the City over a 55-year period. City staff completed several forms and provided information to help complete this grant application, which was submitted on November 30.

Encroachment permits

Public Works staff reviewed three encroachment permit applications in November.

Facilities

City Hall

Staff requested quotes for the replacement of concrete in front of City Hall. Two quotes were received by the deadline of November 1. Bids ranged from \$14,000-\$19,000. The work was completed by the low bidder, V. Lopez and Sons, the week of November 16. Total cost was

\$14,787.50. The additional cost is associated with widening the walkway to the water bill payment area so that it complies with ADA requirements.

City Parking Lot

The EV chargers at the city parking lot are not functioning. Staff spent significant time evaluating the site to determine the cause of failure. On multiple occasions, the circuit breakers for the chargers have not just tripped but have fried. The manufacturer indicates that this should only occur from a lightning strike. The manufacturer has sent out a replacement charger so we can send one of the existing ones back for review. We also had PG&E review the site to make sure that it is no problem with the transformer. At this point, we are considering hiring an electrician to determine the cause of failure.

General

Public Works intern

American Public Works Association (APWA) has a scholarship program for public works interns. The scholarship provides \$3,000 per internship. Four candidates were invited for interview; these interviews were conducted October 29 and 30. Blake Thomas was the top candidate and accepted the position in November. He will start employment in January.

Coronavirus

On November 20, staff requested an extension of the Caltrans encroachment permit allowing outdoor seating on Highway 1 during the pandemic. The permit was set to expire the week of November 23. The permit extension will last 120 days or until the end of the pandemic restrictions, whichever comes first.

Purchasing

Staff created a sole-source justification form on November 18, in anticipation of a sizable purchase from Parkson for proprietary wastewater treatment plant Biolac system replacement parts. This form will also accompany Public Works invoices of greater than \$5,000 for purchases for which competitive bidding cannot be performed, either because of proprietary parts and service, special skills, or emergency conditions.

Local Wi-Fi

City staff have begun conversations about means for providing local Wi-Fi in the community. Local Wi-Fi at City facilities would enable greater security (such as cameras or biometric locks), greater staff efficiency by opening and closing sites remotely, better control of rental sites, the opportunity for cost recovery EV charging stations at facilities such as the city parking lot where no Wi-Fi is currently available, potential hotspots at parks for grade school children to access the

Internet, and improved public access to Council chamber meetings by posting to a website rather than relying on the County of Santa Barbara as the sole source for broadcast. In December, staff will speak with the Guadalupe Business Association as well as the school district to align needs with possibilities.

Parks

LeRoy Park Community Center

City staff met with the contractor, inspector, and consultant for weekly coordination site meetings on November 4 and 18. To date, \$165,000 of the approved \$205,000 contingency has been approved to be spent, and approximately one third of the project has been completed.

Jack O'Connell Park

Staff discovered a water leak the week of October 19. The irrigation system was been turned off to allow the ground to dry out sufficiently to facilitate the repair. Subsequently, it was found that the problem was upstream of the irrigation valves and additional work was needed to isolate the problem and dry out the park. Repairs began November 30.

Streets

2020 Slurry Seal Project

This project was completed November 25.

Local Road Safety Plan (LRSP)

On November 20, staff submitted an application to the state for \$40,000 in grant funding for the Local Road Safety Plan. This plan will be required for the City to be eligible for certain streets related grants, starting in 2022. The grant covers 90% of the cost of developing this report. Staff will be requesting the additional \$5,000 required match in the upcoming FY 21 – 22 budget.

SB1 Reporting

Staff completed its annual SB1 expenditure reporting to the state on November 18.

Transit

Moore and Associates continues to work on the Short Range Transit Plan during the month of November. This document is scheduled to be completed in December.

Water

Well Abandonment

The City requested quotes from three well companies for abandoning the well on 5th Street. Quotes were due on November 24. No responses were received. Staff will reach out to an individual company to obtain a quote. If reasonable, the City will proceed with this project.

Central Coast Water Authority

staff attended a bi-County meeting facilitated by the Central Coast Water Authority (CCWA) on November 30 to discuss potential future regional water management strategies. A consultant has been hired through CCWA to develop mechanisms for maximizing water resources for agencies in Santa Barbara and San Luis Obispo Counties.

Maintenance

City staff rented a lift for a week at a cost of \$2,400 to access and repair corroded sections at the top of the 1.6 MG potable water storage tank the week of November 16th. Significant rust and steel deterioration were observed around the vent of this tank. A steel inspector was hired to review this location and recommend appropriate repairs, or make such repairs if appropriate. The steel inspector performed this work on November 23. The cost was \$3,230. This temporary repair will protect the tank for the next five years with maintenance. Within that five years, a permanent repair will be required, which will involve welding.

Regulatory

The State Water Resources Control Board Division of Drinking Water (DDW) conducted a sanitary survey of the City's water system on October 28 (sanitary service are required every three years). Overall, the City's system is in good shape. Seven items were identified as needing attention:

- A source water assessment needs to be completed for the new Pasadera Well. This source assessment will be completed in December.
- The DW determined that some distribution system piping required disconnection to prevent cross-contamination from unused sites, such as Tognazzini Well, Bonita Tank, and unused distribution system piping. The contractor performed the disconnect of unused distribution system pipe at 4th Street and Obispo Street on November 30. Bonita Tank and Tognazzini Well were disconnected by staff on November 16.
- DDW requested photos of the appurtenances at the top of the elevated tank. Accessing the top of the tank requires special equipment. These photos will be taken in December.
- Cathodic protection equipment on top of the 1.6 MG Obispo water tank required repair. Parts to address the cathodic protection cost \$1,497 from Corrpro Waterworks. The City saved \$5,193 by installing these parts in-house rather than having them installed by a contractor. This work was completed the week of November 16.

- Raw and treated water sampling requirements are up to date except for radium 226 and 228 from Obispo Well. Sampling for these constituents is scheduled for December.
- The Coliform Sample Siting Plan was last updated in 2011 and was outdated, as it did not include the Pasadera Well, the new tank, or the new sample site. This plan was updated November 30.
- DDW did not have a copy of the Emergency Notification Plan that was updated in January 2020. Staff forwarded the document to DDW on November 23.

Wastewater

Process

The City had numerous violations at its wastewater treatment plant the month of November. Staff inadvertently removed too much biological material from the reactor early in the month. Once this occurs, it takes several weeks for the biota to reestablish itself and provide adequate treatment.

Staff continues working towards the reinstatement of one-half of the Advanced Integrated Pond System (AIPS) and performing much overdue maintenance on its Biolac system. In November, at least one third of the sludge in the AIPS ponds was removed to the sand drying beds, for ultimate disposal at Engel and Gray. Once adequate sludge was removed from the ponds to assess the condition of the HDPE liner, the one tear in the liner was repaired on November 23 at a cost of \$2,975.

Collections system

In the month of November, there were no sewer overflows. On November 21, a sewer monitor informed the on-call wastewater operator of an impending sewer overflow. Staff called out Clays to clear the downstream blockage and a sewer overflow was averted.

Collections System Upgrades

The City received word on November 24 that the request for free technical assistance from the California Rural Water Association on developing the application for the state revolving fund (mostly forgivable) loan for collection system upgrades was approved. Work on developing this application will begin in January.

City of Guadalupe

Capital Improvement Projects Budget - Fiscal Year 20-21

November 2020

Project Numbers	PROJECT DESCRIPTIONS	2020-21 TOTAL	Update
100	Buildings		
089-101	Public Works Corporation Yard Building	\$ 300,000	On hold.
089-104	Financial Accounting Software	\$ 156,000	Installation in progress.
089-105	General Plan Update	\$ 164,220	Awarded in August. Kickoff meeting in October.
200	Parks		
089-201	Leroy Park (Community Center and Site)	\$ 3,850,000	Construction underway.
089-202	O'Connell Park Improvement	\$ 200,000	Actual available \$177,000. Funding being considered for Leroy Park
300	Streets, Sidewalks, Bicycle Facilities		
089-302	Street Maintenance FY 20/21	\$ 411,500	Completed November 30.
089-304	Street Rehabilitation FY 20/21	\$ 902,400	Not yet started. Waterlines on Obispo and West Main need to be installed first.
089-306	Guadalupe and Obispo Streets Pedestrian Improvements	\$ 406,000	Complete. Last reimbursement request to be submitted in September
089-307	La Guardia and Gualarte Lanes Pedestrian Improvements	\$ 179,537	One easement needed. Evaluating value.
400	Water		
089-401	Recoat Elevated Tank (Design and Construction)	\$ 490,000	Deferred. Inspection scheduled for 2021.
089-403	Well Abandonment (9th St., 5th St., Obispo)	\$ 100,000	Right-of-way piping on fifth Street disconnected.
089-405	Obispo and West Main Waterlines	\$ 1,000,000	Obispo water line awarded in November. West Main under design.
500	Wastewater		
089-503	Effluent Irrigation Pump Station Rehabilitation (Construction)	\$ 522,821	Currently under design.
089-504	Hwy 1 Lift Station	\$ 1,000,000	Requesting state revolving fund financing.
089-505	Sewer Main Improvements	\$ 1,400,000	One easement needed. Evaluating value.
089-506	Collection System Cleaning	\$ 60,000	This work has been folded into the Clay's lease agreement
089-507	Aeration Basin Improvements	\$ 150,000	Work began October 2020.
089-508	WWTP Site Improvements	\$ 106,000	Additional effluent spray field pipe purchased for \$10,262.74
	Transfer to CIP fund 089:	\$ 11,398,478	

Completed.



HUMAN RESOURCES MONTHLY REPORT - NOVEMBER 2020

DEPARTMENT REPORT – PUBLIC SAFETY

- **Police Department**

Background checks are underway for the Emergency Preparedness Coordinator and the full-time Police Officer positions.

Background checks are in the beginning stages for the Code Compliance Officer and the part-time Airport Police Officer positions.

- **Fire Department**

The Paid Call Firefighter Program is currently under review, as internal documentation is being modified. A new volunteer application will also act as a volunteer agreement further defining that a Paid Call Firefighter (PCF) is not an employee and the stipend is a reimbursement for incidental expenses. Currently when a PCF is interested in applying for a position, an employment application is submitted, and a letter of employment is provided when accepted into the program.

A CalPERS benefit eligibility audit for stipend workers/PCF volunteers is being conducted for previous fiscal years to ensure that PCF's did not meet certain criteria for retirement and/or healthcare benefits.

Two PCF candidates were interviewed and approved for the volunteer program. Once the modified volunteer application/agreement has been reviewed by the City Attorney, Human Resources will move forward with onboarding these candidates.

DEPARTMENT REPORT – PUBLIC WORKS

An intern, sponsored by the APWA Central Coast Chapter, has been selected. Blake Thomas, third year Engineering student at Cal Poly will begin the post in January 2021.

STATE OF EMERGENCY - COVID-19

In light of an unprecedented, rapid rise in COVID-19 cases across California, Governor Gavin Newsom and the California Department of Public Health (CDPH) announced a limited Stay at Home Order requiring generally that non-essential work, movement and gatherings stop between 10 PM and 5 AM in counties in the purple tier. The order will take effect at 10 PM Saturday, November 21 and remain in effect until 5 AM December 21. This is the same as the March Stay at Home Order, but applied only between 10 PM and 5 AM and only in purple tier counties that are seeing the highest rates of positive cases and hospitalizations.

COVID-19 case rates increased by approximately 50 percent in California during the first week of November. As a result, Governor Newsom and California’s public health officials have announced a list of measures to protect Californians and the state’s health care system, which could experience an unprecedented surge if cases continue their steep climb.

Santa Barbara County joined nearly all other California counties on November 16 when it moved back into the most-restrictive purple tier.

There are no active COVID-19 cases among City personnel at this time.

County of Santa Barbara – Tier 1 – Widespread Purple



SECTORS	Widespread Tier 1	Substantial Tier 2	Moderate Tier 3	Minimal Tier 4
Critical Infrastructure	Open with modifications	Open with modifications	Open with modifications	Open with modifications
Gatherings*	Outdoor gatherings only with modifications • Max 3 households	Indoor gatherings strongly discouraged, allowed with modifications • Max 3 households	Indoor gatherings strongly discouraged, allowed with modifications • Max 3 households	Indoor gatherings strongly discouraged, allowed with modifications • Max 3 households
Limited Services	Open with modifications	Open with modifications	Open with modifications	Open with modifications
Outdoor Playgrounds & Outdoor Recreational Facilities **	Open with modifications	Open with modifications	Open with modifications	Open with modifications
Hair Salons & Barbershops	Open indoors with modifications	Open indoors with modifications	Open indoors with modifications	Open indoors with modifications

County of Santa Barbara – Tier 1 – Widespread Purple



SECTORS	Widespread Tier 1	Substantial Tier 2	Moderate Tier 3	Minimal Tier 4
All Retail (including critical infrastructure, except standalone grocers)	Open indoors with modifications • Max 25% capacity	Open indoors with modifications • Max 50% capacity	Open indoors with modifications	Open indoors with modifications
Shopping Centers (Malls, Destination Centers, Swap Meets)	Open indoors with modifications • Max 25% capacity • Closed common areas • Closed food courts	Open indoors with modifications • Max 50% capacity • Closed common areas • Reduced capacity food courts (see restaurants)	Open indoors with modifications • Closed common areas • Reduced capacity food courts (see restaurants)	Open indoors with modifications • Reduced capacity food courts (see restaurants)
Personal Care Services***	Open indoors with modifications	Open indoors with modifications	Open indoors with modifications	Open indoors with modifications
Museums, Zoos, and Aquariums	Outdoor Only with modifications	Open indoors with modifications • indoor activities max 25% capacity	Open indoors with modifications • indoor activities max 50% capacity	Open indoors with modifications

County of Santa Barbara – Tier 1 – Widespread Purple



SECTORS	Widespread Tier 1	Substantial Tier 2	Moderate Tier 3	Minimal Tier 4
Places of Worship	Outdoor Only with modifications	Open indoors with modifications • Max 25% capacity or 100 people, whichever is fewer	Open indoors with modifications • Max 50% capacity or 200 people, whichever is fewer	Open indoors with modifications • Max 50% capacity
Movie Theaters	Outdoor Only with modifications	Open indoors with modifications • Max 25% capacity or 100 people, whichever is fewer	Open indoors with modifications • Max 50% capacity or 200 people, whichever is fewer	Open indoors with modifications • Max 50% capacity
Hotels and Lodging	Open with modifications	Open with modifications • Fitness centers (>10%)	Open with modifications • Fitness centers (>25%) • Indoor pools	Open with modifications • Fitness Centers (50%) • Spa facilities etc.
Gyms and Fitness Centers	Outdoor Only with modifications	Open indoors with modifications • Max 10% capacity • Climbing walls	Open indoors with modifications • Max 25% capacity • Indoor pools	Open indoors with modifications • Saunas • Steam rooms • Max 50% capacity

County of Santa Barbara – Tier 1 – Widespread Purple



SECTORS	Widespread Tier 1	Substantial Tier 2	Moderate Tier 3	Minimal Tier 4
Restaurants	Outdoor Only with modifications	Open indoors with modifications <ul style="list-style-type: none"> • Max 25% capacity or 100 people, whichever is lower 	Open indoors with modifications <ul style="list-style-type: none"> • Max 50% capacity or 200 people, whichever is lower 	Open indoors with modifications <ul style="list-style-type: none"> • Max 50% capacity
Wineries	Outdoor Only with modifications	Outdoor Only with modifications	Open indoors with modifications <ul style="list-style-type: none"> • Max 25% capacity indoors, or 100 people, whichever is lower 	Open indoors with modifications <ul style="list-style-type: none"> • Max 50% capacity or 200 people indoors, whichever is lower
Bars, Breweries, and Distilleries (where no meal provided) (follow restaurant guidance where meal is provided)	Closed	Closed	Open Outdoors with modifications	Open indoors with modifications <ul style="list-style-type: none"> • Max 50% capacity
Family Entertainment Centers	Outdoor Only with modifications <ul style="list-style-type: none"> • Kart Racing • Mini Golf • Batting Cages 	Outdoor Only with modifications <ul style="list-style-type: none"> • Kart Racing • Mini Golf • Batting Cages 	Open indoors for naturally distanced activities with modifications <ul style="list-style-type: none"> • Max 25% capacity • Bowling Alleys 	Open indoors for activities with increased risk of proximity and mixing with modifications <ul style="list-style-type: none"> • Max 50% capacity • Arcade Games • Ice and roller skating • Indoor playgrounds

County of Santa Barbara – Tier 1 – Widespread Purple



SECTORS	Widespread Tier 1	Substantial Tier 2	Moderate Tier 3	Minimal Tier 4
Cardrooms, Satellite Wagering	Outdoor Only with modifications	Outdoor Only with modifications	Open indoors with modifications <ul style="list-style-type: none"> • Max 25% capacity 	Open indoors with modifications <ul style="list-style-type: none"> • Max 50% capacity
Offices	Remote	Remote	Open indoors with modifications <ul style="list-style-type: none"> • Encourage telework 	Open indoors with modifications <ul style="list-style-type: none"> • Encourage telework
Professional Sports	Open <ul style="list-style-type: none"> • Without live audiences • With modifications 	Open <ul style="list-style-type: none"> • Without live audiences • With modifications 	Open <ul style="list-style-type: none"> • Without live audiences • With modifications 	Open <ul style="list-style-type: none"> • Without live audiences • With modifications
Live Audience Sports***	Closed	Closed	Outdoors Only <ul style="list-style-type: none"> • Max 20% • Regional visitors (120 miles) • Advanced reservations only • Assigned seating only • In-seat concessions only (No concourse sales) 	Outdoors Only <ul style="list-style-type: none"> • Max 25% • Regional visitors (120 miles) • Advanced reservations only • Assigned seating only • In-seat concessions only (No concourse sales)

WORKER'S COMPENSATION

One employee who has been out for a non-COVID related injury has been deemed "Permanent and Stationary", meaning that the condition has reached the point that it is permanent and not likely to substantially improve or change within the next year, despite more treatment. Both attorneys have been negotiating a settlement and a "Compromise and Release" is approved. A Compromise and Release permanently closes all aspects of a workers' compensation claim, including any provision for future medical care.

A third deposition was held in July 2020 for another employee who has been out for non-COVID related injury. Other significant non-industrial health conditions exists and there was no cross-examination asking the AME (Agreed Medical Examiner) if the employee is eligible for special work accommodations. Both applicant/attorney have not responded to requests to settle. The next course of action is entering mediation, if applicant/attorney accepts. There is no direct financial impact to the City aside from aggregate premium expenses.

Ergonomic solutions for one employee is pending.



REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE
Agenda of December 8, 2020

Tom Brandeberry

Prepared by:
Tom Brandeberry, RCDCC

Approved by:
Todd Bodem, City Administrator

SUBJECT: Proposition 68 Statewide Parks Program Grant Application Resolution

RECOMMENDATION:

It is recommended that the Council review and adopt the Prop 68 Resolution authorizing the City's application to the state's Department of Parks and Recreation, and its Statewide Parks Program.

BACKGROUND:

RCDCC, on behalf of the City, will submit an application to the Department of Parks and Recreation and its Statewide Parks Program for a \$3,168,270 grant for the renovation of Central Park. While the due date of the application was December 14, 2020 and has now moved to March 12, 2021, by the state, RCDCC will continue as planned in submitting the application prior to December 14, 2020.

DISCUSSION:

The Statewide Parks Program is funded through Prop 68 bond funds. Although the application due date was moved to March 12, 2021, the awards will still be given in summer 2021 as previously announced.

After consultation with City staff and Recreation and Parks Commission members, it was determined that RCDCC would complete the Statewide Parks Program's Prop 68 application on behalf of the City, and that RCDCC would also engage in a robust community outreach.

The attached outreach flyer was used to encourage active community input into what park features were wanted, where the features should be located, what safety feature should be included, and what needed to be done to "beautify" the park. The flyer went out in the City's utility bill, a large banner was placed on both entries to the park, a Facebook page was created, along with many other outreach activities.

More than 120 people participated in six events, and more than 300 suggestions were received, the site plan (attached) is truly a community effort. If awarded, the site plan will be used to complete plans to 100%, with additional community involvement (for example, youth involved in the final skate park design). As part of the beatification of the park, youth and community members will be involved in the

design of murals, and the city will encourage children and youth to participate in the actual painting of the murals.

FISCAL IMPACT:

The City will be applying for \$3,168,270 in grant funds.

These funds, if awarded, include reimbursement for pre-construction cost, final plan design work, construction of all features, including beautification, safety, and sustainable elements, and the administration costs to manage the grant.

ATTACHMENTS:

1. Site Plan
2. Outreach flyer
3. Resolution No. 2020-100

COME DREAM WITH US! YOU'RE INVITED!



Central Park Public Meetings Potential Prop 68 grant

Skate park?

What would you like to see in Central Park?

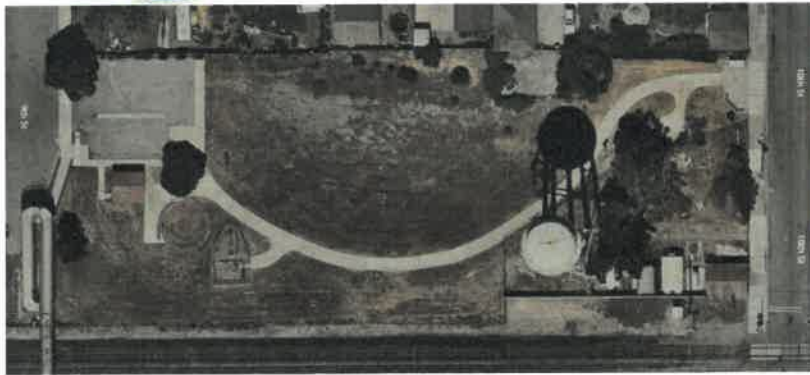
Murals?

Dream Big!

Basketball courts?

Come and help us decide what Central park should look like.

Dog park?



If you have any questions you can contact Sonia Rios-Ventura (805)356-3906 or SoniaRiosVentura@RCDC.org

Meeting Topic	Date & Time
1 st Your dream for Central Park	September 12 th , 2020 @ 10:00am Central Park (4550 10 th Street Guadalupe, CA 93434)
2 nd Your dream for Central Park	September 16 th , 2020 @ 3:00pm Central Park (4550 10 th Street Guadalupe, CA 93434)
3 rd Your dream for Central Park	September 16 th , 2020 @ 6:00pm Central Park (4550 10 th Street Guadalupe, CA 93434)
Feasible Plan	September 23 rd , 2020 @ 5:00pm via Zoom (info will be posted on Central Park Facebook page)
Charrette at the Park	October 17 th , 2020 @ 10:00am Central Park (4550 10 th Street Guadalupe, CA 93434)
Rec. Commission Meeting	November 18 th , 2020 @ 6:00pm City Hall, Council Chambers (918 Obispo Street Guadalupe, CA 93434)
City Council Meeting	December 8 th , 2020 @ 6:00pm City Hall, Council Chambers (918 Obispo Street Guadalupe, CA 93434)

¡VEN A SOÑAR CON NOSOTROS! ¡ESTAN INVITADOS!



Reuniones Públicas de Central Park
Subvención potencial de Proposición 68

¿Parque de patinaje?

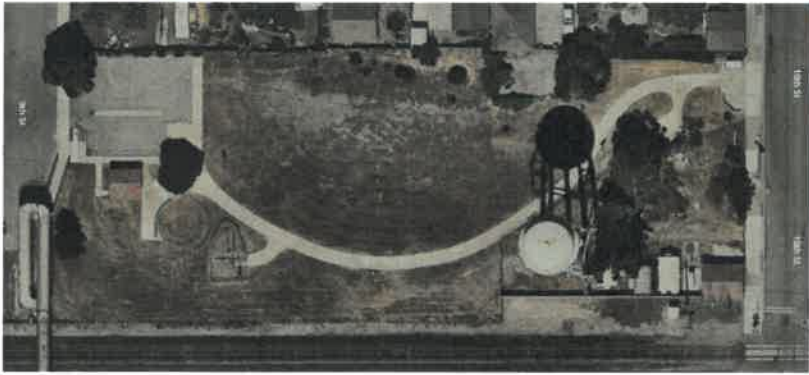
¿Canchas de baloncesto?

¿Qué te gustaría ver en Central Park?
¡Sueña en grande!

¿Murales?

¿Parque para perros?

Ven y ayúdanos a decidir como
Central Park debería verse.



Si tiene alguna pregunta puede comunicarse con Sonia Rios-Ventura (805)356-3906 o SoniaRiosVentura@RCDCC.org

Tema de la reunión	Fecha y Hora
1o Tu sueño para Central Park.	12 de septiembre de 2020 @ 10:00am Central Park (4550 10 th St. Guadalupe, CA 93434)
2o Tu sueño para Central Park.	16 de septiembre de 2020 @ 3:00pm Central Park (4550 10 th St. Guadalupe, CA 93434)
3o Tu sueño para Central Park.	16 de septiembre de 2020 @ 6:00pm Central Park (4550 10 th St. Guadalupe, CA 93434)
Plan Factible	23 de septiembre de 2020 @ 5:00pm a través de Zoom (La información se publicará en la página de Facebook de Central Park.)
Charrette en el Parque	17 de octubre de 2020 @ 10:00am Central Park (4550 10 th St. Guadalupe, CA 93434)
Reunión de la Comisión de Recreación	18 de noviembre de 2020 @ 6:00pm Ayuntamiento, Cámaras del Consejo (918 Obispo St. Guadalupe, CA 93434)
Reunión del Ayuntamiento	8 de diciembre de 2020 @ 6:00pm Ayuntamiento, Cámaras del Consejo (918 Obispo St. Guadalupe, CA 93434)

RESOLUTION NO. 2020-100

RESOLUTION OF THE CITY COUNCIL OF THE CITY GUADALUPE APPROVING THE APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require an Applicant for grant funds to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project:

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Guadalupe, that the City of Guadalupe hereby approves the filing of an application for the CENTRAL PARK RENOVATION project; and:

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and
2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and
3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
4. Delegates the authority to the Mayor to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines; and
6. Will consider promoting inclusion per Public Resources Code §80001(b) (8 A-G).

PASSED, APPROVED AND ADOPTED at a regular meeting on the 8th day of December 2020 by the following vote:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAIN:

I, Todd Bodem, Deputy City Clerk of the City of Guadalupe DO HEREBY CERTIFY that the foregoing Resolution, being **Resolution No. 2020-100**, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held December 8, 2020, and that same was approved and adopted.

ATTEST:

Todd Bodem, Deputy City Clerk

Ariston Julian, Mayor

APPROVED AS TO FORM:

Philip Sinco, City Attorney



**REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE
Agenda of December 8, 2020**



**Prepared by:
Todd Bodem, City Administrator**

SUBJECT: Appointment of Councilmembers to Various Boards and Committees

RECOMMENDATION:

It is recommended that the Mayor nominate, and the City Council ratify the Mayor's nominations, having to do with appointments to various boards and committees which require Council representation.

BACKGROUND:

There are ten boards and committees for which City Council members sit as representatives of the City of Guadalupe. The Mayor makes the appointments, and the City Council confirms the selection.

Attached is the City's Local Appointment List of Boards and Committees, maintained by the Administration Dept. (Attachment 1). These pages contain information about each of the boards, including the current representatives and alternates, as well as the purpose of the various boards.

FISCAL IMPACT:

Only one of the ten boards and committees provides a stipend to its members. SBCAG independently pays a \$100 per meeting stipend to its Board member. Travel expenses incurred by Councilmembers to various board and committee meetings have not historically been provided to Councilmembers.

Impact to the Community:

Appointments of Council members to various boards will help assure that Guadalupe is well represented when countywide matters and issues come before these boards and committees.

ATTACHMENTS

1. Council Appointments to Boards and Committees List

CITY OF GUADALUPE BOARD APPOINTMENTS 2020-2022

BOARD/COMMISSION	2018-2020		2020-2022	
	PRIMARY	ALTERNATE	PRIMARY	ALTERNATE
Santa Barbara County Association of Governments (SBCAG)	Gina Rubalcaba	Ariston Julian		
Santa Barbara County Air Pollution Control District (APCD)	Gina Rubalcaba	Ariston Julian		
Central Coast Water Authority (CCWA)	Gina Rubalcaba	Tony Ramirez		
Twitchell Management Authority	Gina Rubalcaba	Eugene Costa		
California Joint Powers Insurance Authority	Liliana Cardenas	Tony Ramirez		
Guadalupe Senior Center Advisory Committee	Ariston Julian	Gina Rubalcaba		
Amigos del LeRoy Park	Ariston Julian	Liliana Cardenas		
Resilience- Guadalupe Leadership Team	Ariston Julian	Gina Rubalcaba		
Guadalupe Business Group	Ariston Julian	Liliana Cardenas		
Guadalupe Parks and Recreation Advisory Committee	Eugene Costa Jr.	Ariston Julian		



CITY OF GUADALUPE

LOCAL APPOINTMENT LIST

BOARDS * COMMITTEES

This handout lists the City's boards and committees whose members are appointed by the City Council. Vacancies are posted as required by law, and applications are kept on file for a period of one year. Unless otherwise noted, the Mayor shall appoint members to official City boards and committees, and they shall be ratified by the City Council.

Questions may be directed to the Administration Office:

Phone: (805) 356-3891

Fax: (805) 343-5512

E-mail: juana@ci.guadalupe.ca.us

Address: 918 Obispo Street
Guadalupe, CA 93434

SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS (SBCAG)

DUTIES AND QUALIFICATIONS:

A voluntary council of governments formed under a joint powers agreement executed by each of the general purpose local governments in Santa Barbara County.

Responsible for the planning and implementation of State and Federal programs requiring a multi-jurisdictional entity including:

Airport Land Use Commission (ALUC)
Congestion Management Agency (CMA)
Local Transportation Authority (LTA)
Metropolitan Planning Organization (MPO)
Regional Transportation Planning Agency (RTPA)
Service Authority for Freeway Emergencies (SAFE)

For more information please visit: www.sbcag.org

MEMBERSHIP:

Thirteen-member board consisting of a Mayor or City Council representative from each of the eight cities in the County and the five members of the Board of Supervisors. City representatives are appointed by their City Councils.

CURRENT MEMBERS:

Council Member Gina Rubalcaba (also serves on the North County Sub-regional Planning Committee¹)
Mayor Ariston Julian (Alternate)

MEETING SCHEDULE:

Meets at 10:00 a.m. the third Thursday of each month. A stipend is paid by SBCAG in the amount of \$100 per meeting to the representative Mayor/Councilmember or alternate to attend its meetings with a maximum of \$400 per month.

MEETING LOCATIONS (ALTERNATES):

Will probably be via Zoom or attendance in North County hearing room until further notice.

Board of Supervisors' Hearing Room
County Administration Building
105 East Anapamu Street
Santa Barbara, California 93101

Board of Supervisors' Hearing Room
County Administration Building
511 East Lakeside Parkway
Santa Maria, CA 93455

¹ A stipend is paid by Santa Barbara County Association of Governments (SBCAG) in the amount of \$100 per meeting to the Councilmember representative or alternate who attends its meetings

AIR POLLUTION CONTROL DISTRICT BOARD OF DIRECTORS

DUTIES AND QUALIFICATIONS:

Providing policy direction to the Air Pollution Control Officer, and Appointing Community Advisory Council members. Implements Federal and State mandated rules and programs to achieve clean air. Sets policy for local air programs, adopts locally developed rules and regulations to improve air quality. Refers complaints to the Air Pollution Control Officer for resolution. Lobbies for effective laws relating to air pollution control. Seeks innovative measures to provide air quality benefits. Reviews and approves APCD annual budget. Appoints APCD hearing Board members and the Air Pollution Control Officer. The APCD Boards is an autonomous body with no requirement to make annual reports.

For more information please visit: <https://www.ourair.org/>

MEMBERSHIP:

Term in unspecified. Board of Supervisors plus one elected official from each City in the County.

CURRENT MEMBERS:

Council Member Gina Rubalcaba
Mayor Ariston Julian (Alternate)

MEETING SCHEDULE:

The APCD Board meets seven times a year, on the third Thursday of January, March, and May in Santa Barbara; and in June, August, October and December in Santa Maria at 1:00 p.m. in the Board of Supervisors' Hearing Room.

MEETING LOCATION (ALTERNATES):

Board of Supervisors' Hearing Room
County Administration Building
105 East Anapamu Street
Santa Barbara, California 93101

Board of Supervisors' Hearing Room
County Administration Building
511 East Lakeside Parkway
Santa Maria, CA 93455

CENTRAL COAST WATER AUTHORITY

DUTIES AND QUALIFICATIONS:

Joint powers agency monitors and administers activities in this area concerning importation and delivery of supplemental water via the Coast Branch Aqueduct Phase II of the State Water Project and report to its members. Such activities may involve the State Water Contract, the Department of Water Resources and/or Santa Barbara County Flood Control and Water Conservation District and the water supply retention agreements.

For more information please visit: www.ccwa.com

MEMBERSHIP:

Each member water entity appoints its own representative.

CURRENT MEMBERS:

Council Member Gina Rubalcaba
Council Member Tony Ramirez (Alternate)

MEETING SCHEDULE:

Meets on call, usually on a monthly basis.

MEETING LOCATION:

Central Coast Water Authority
255 Industrial Way
Buellton, CA 93427

TWITCHELL MANAGEMENT AUTHORITY

DUTIES AND QUALIFICATIONS:

- * Administer the Management of Santa Maria Valley Management Area.
- * Fund, administer, construct and manage Capital Improvement Projects consistent with the Twitchell Project Manual.
- * Fund an annual report of Hydrogeologic conditions, water requirements, supplies and disposition of the Santa Maria Valley Management Area.

For more information please visit:

<https://www.cityofsantamaria.org/city-government/departments/utilities-sewer-water-trash/twitchell-management-authority-documents>

MEMBERSHIP:

City of Guadalupe
Golden State Water Company
Landowners Group
City of Santa Maria
Santa Maria Valley Water Conservation District (non-voting)

CURRENT MEMBERS:

Council Member Gina Rubalcaba- Primary
Council Member Eugene Costa Jr.

MEETING SCHEDULE:

Meetings take place on a quarterly basis.

MEETING LOCATION:

Santa Maria Regional Landfill
2065 East Main Street
Santa Maria CA 93454

CALIFORNIA JOINT POWERS INSURANCE AUTHORITY (JPIA)

DUTIES AND QUALIFICATIONS:

The Executive Committee provides policy and governance direction to the Authority's staff on the California JPIA's programs and services.

The Board members govern the JPIA, they meet annually and vote on the agenda for the next year and on who will be on the Executive Committee.

For more information please visit: <https://cjpia.org/about/meetings-agendas/>

MEMBERSHIP:

The City Council nominates one member and one alternate.

CURRENT MEMBERS:

Council Member Liliana Cardenas

Council Member Tony Ramirez (Alternate)

MEETING SCHEDULE:

The California Joint Powers Insurance Authority Board of Directors meet annually in July.

MEETING LOCATION:

California JPIA
8081 Moody Street
La Palma, CA 90623

GUADALUPE SENIOR CENTER ADVISORY COMMITTEE

DUTIES AND QUALIFICATIONS:

To assist the City of Guadalupe, council and staff, with the direction as to the most efficient use of the senior center facility which meets the identified needs of local senior center residents.

MEMBERSHIP:

The City Council nominates one member and one alternate.

CURRENT MEMBERS:

Mayor Ariston Julian
Council Member Gina Rubalcaba (Alternate)

MEETING SCHEDULE:

Meets the second Tuesday of every month at 2:30 p.m.

MEETING LOCATION:

Guadalupe Senior Center

AMIGOS DEL LEROY PARK

Started and continues until LeRoy Park and Community Center is "Open for business" which the task of stakeholders in the design, construction and long-term operation of the park and community center.

CURRENT MEMBERS:

Mayor Ariston Julian
Council Member Liliana Cardenas

RESILIENCE-GUADALUPE LEADERSHIP TEAM

This is a leadership team that works with Rural Community Development Corporation of California (RCDCC) to give feedback, suggestions and direction to the RCDCC team on the Resilience -Guadalupe Plan.

CURRENT MEMBERS:

Mayor Ariston Julian
Council Member Gina Rubalcaba

GUADALUPE BUSINESS GROUP

This was a group Rural Community Development Corporation of California (RCDDC) started for the purpose of creating a Guadalupe Business Association.

CURRENT MEMBERS:

Mayor Ariston Julian
Council Member Liliana Cardenas

GUADALUPE PARKS AND RECREATION ADVISORY COMMITTEE

CURRENT MEMBERS:

Council Member Eugene Costa Jr.
Mayor Ariston Julian



Agenda Item No. 15.

**REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE
Agenda of December 8, 2020**

Philip F. Sinco

**Prepared by:
Philip F. Sinco, City Attorney**



**Approved by:
Todd Bodem, City Administrator**

SUBJECT: Consideration of Campaign Contribution Limits Pursuant to AB 571

RECOMMENDATION:

That the City Council consider campaign contribution limits to candidates for elective City offices in local elections as required per Assembly Bill 571 (AB 571) and do one of the following:

1. Take no action (this will allow the default state maximum of \$4,700 in contributions to a single candidate to be imposed and to permit the Fair Political Practices Commission (FPPC) to enforce these limits);
2. Adopt a resolution to impose a specific lower or higher contribution limit (which will require the City to regulate and enforce these limits, not the FPPC); or
3. Adopt a resolution that placed no limits on campaign contributions (which will maintain the status quo).

BACKGROUND:

The City of Guadalupe does not currently have any municipal laws limiting the amount of campaign contributions to candidates running for election to local offices. Last year, the California legislature enacted AB 571, which will take effect on January 1, 2021, and will impose campaign contribution limits on local elections in all cities that do not have established limitations in effect as of that date. AB 571 amended Government Code Section 85301 (a) to do the following:

- Make State campaign contribution limits applicable to cities that do not currently have them;
- Allow cities to set different campaign contribution limits, including no limits; and
- Empower cities to enforce the limits through standard enforcement methods, such as criminal, civil, or administrative citations.

AB 571 sets the maximum campaign contribution limit at the amount of \$4,700 per individual contributor. This amount may be adjusted by the State's Fair Political Practices Commission ("FPPC") each January 15th of odd-numbered years, rounded to the nearest \$100, inclusive of 2021, to reflect any increase or decrease in the Consumer Price Index. This amount has been increased over the years from the original \$3,000 maximum limit for most state elective offices was established.

Under AB 571, candidates for elective city offices in cities that do not have local limits, such as Guadalupe, would be bound by the State's default campaign contribution limits if the City does not establish limits of its own by the law's operative date of January 1, 2021. AB 571 allows cities the right to set their own campaign contribution limits, either higher or lower than the State's default limits, including no limits.

If the City Council chooses to set its own campaign limits for the City of Guadalupe, it may choose a lower contribution limit, a higher contribution limit, no limit at all. In addition, the City Council could decline to take any action and allow the State's limits to apply by operation of law.

While California cities are authorized by AB 571 to set local campaign limits at amounts that may be higher or lower than the default State limit, the FPPC will not enforce local campaign limits if a city takes such action. Violations of AB 571 are punishable as a misdemeanor and subject to specified penalties enforced by the FPPC. Cities adopting their own campaign limits must also establish appropriate local enforcement methods, such as criminal, civil, or administrative means when considering adopting a local campaign limits and regulations, as enforcement would have to be administered by the City. If the City Council chooses not to enact local campaign limits and allow the State's default limits to be imposed, it would relieve the City of the possible burden of additional administrative work, as the City would defer all enforcement and administration to the FPPC. If the City Council chooses to place no limits on contributions, no enforcement would be necessary.

DISCUSSION:

Staff does not recommend that the City Council impose a specific lower or higher amount for local campaign contributions than the default State's limit. If the Council wishes to impose some limit on campaign contributions, rather than impose a specific higher or lower amount, staff believes that it would be better if the City Council took no action and allowed the default limit to be imposed as of January 1, 2021 when AB 571 takes effect. This approach has the advantage of relieving the City from additional administrative work that would be required if the City Council imposed a specific higher or lower amount. Moreover, there is no evidence of any excessive campaign contributions in local Guadalupe elections. Staff is unaware of any campaign contributions to any candidate for local elective office that have exceeded the \$4,700 proposed default limit established by AB 571 for at least the last 16 years (or more). In fact, staff is unaware of any campaign contributions to any candidate for local office that has exceeded \$2,000.

Although this fact might support an argument that a higher contribution limit is not necessary, the Council might still believe that there is a rational basis for imposing a lower contribution limit (e.g., to make it easier for candidates with less financial resources to be more competitive, or encourage candidates to seek financial support from a broader base of the population, etc.). Staff believes that, while there are good reasons for imposing a lower contribution limit, these benefits do not outweigh the additional costs the City would be required to enforce violations in light of the lack of any past history of excessive campaign contributions and the low risk of such contributions in the future. Of course, however, this is the Council's decision to make.

Finally, there is one other option to consider. The Council could place no limits on campaign contributions which would qualify as a "higher" limit than the default state limit established by AB 571. This option is specifically recognized by the FPPC as one of the options available to local jurisdictions. In that case, unlimited campaign contributions would be allowed for local elective offices in Guadalupe, just as they are at the present time, and have been for the City's entire history. Since there does not appear to have ever been any contributions to any candidate in excess of \$2,000 at any time during the City's history, the Council could find that imposing any specific limit is unnecessary to prevent undue influence in campaigns for local elective offices. This option also has the benefit of relieving the City from the burden and costs of enforcing campaign contribution limits since unlimited contributions would be allowed, and therefore, no enforcement would be necessary. This option was recently selected by the City Council of the City of Santa Maria.

The primary drawback to the no limit option is that it leaves open the possibility, however unlikely, that one day someone may provide excessive financial support for a candidate for a local City office and undermine the democratic process. While this situation has never arisen in Guadalupe in the past, that does not mean it won't in the future. It may be better to accept the state's default limits on contributions and allow the FPPC to enforce them than have to accept the negative consequences of undue influence in a local elective office in some future election.

FISCAL IMPACT:

None, if the Council takes no action or elects to place no limits on campaign contributions. There would likely be some fiscal impact if specific higher or lower campaign contribution limits than the default state limits are adopted as the City will be required to bear any costs for enforcement in an amount unknown at this time.

ATTACHMENTS:

1. Proposed Resolution No. 2020-101 establishing no limits on campaign contributions.
2. Proposed Resolution No. 2020-101 establishing a higher or lower limit for campaign contributions than the default limits established by AB 571.

RESOLUTION NO. 2020-101

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUADALUPE
CALIFORNIA, SETTING NO LIMITS ON CAMPAIGN CONTRIBUTIONS IN THE CITY
OF GUADALUPE FOR LOCAL ELECTIONS PURSUANT TO ASSEMBLY BILL (AB)
571**

WHEREAS, the California legislature enacted AB 571, which will take effect on January 1, 2021, and will impose campaign contribution limits on local elections in those cities that do not currently have established limitations; and

WHEREAS, the City of Guadalupe had not previously established limits on campaign contributions in its local elections; and

WHEREAS, it was determined that the City of Guadalupe has never experienced large campaign contributions by single contributors to individual candidates that would provide undue influence in its local elections; and

WHEREAS, by setting no limits on campaign contributions by the operative date of January 1, 2021, the City would not be bound by the State's default limits, nor its enforcement administration, and ensures the City's ability to maintain the status quo of not having campaign contribution limits in the City of Guadalupe.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Guadalupe that no campaign contribution limits for local elective offices are hereby established in the City of Guadalupe, and thereby setting a limit pursuant to AB 571 before the operative date of January 1, 2021.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Guadalupe this 8th day of December 2020, by the following vote, to wit:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAIN:

I, Todd Bodem, Deputy City Clerk of the City of Guadalupe DO HEREBY CERTIFY that the foregoing Resolution, being **Resolution No. 2020-101**, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held December 8, 2020, and that same was approved and adopted.

ATTEST:

Todd Bodem, Deputy City Clerk

Ariston Julian, Mayor

APPROVED AS TO FORM:

Philip F. Sinco, City Attorney

RESOLUTION NO. 2020-101

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUADALUPE
CALIFORNIA, SETTING A LIMIT ON CAMPAIGN CONTRIBUTIONS IN THE CITY OF
GUADALUPE FOR LOCAL ELECTIONS PURSUANT TO ASSEMBLY BILL (AB) 571**

WHEREAS, the California legislature enacted AB 571, which will take effect on January 1, 2021, and will impose campaign contribution limits on local elections in those cities that do not currently have established limitations; and

WHEREAS, the City of Guadalupe had not previously established limits on campaign contributions in its local elections; and

WHEREAS, the City Council finds that a higher [or] lower limit for campaign contributions for local elective offices than proposed by AB 571 is appropriate for the City of Guadalupe; and

WHEREAS, by setting a campaign contribution limit by the operative date of January 1, 2021, the City would not be bound by the State's default limits; and

WHEREAS, the City Council acknowledges that by imposing a different limit than proposed by AB 571, the City will have the responsibility of enforcing the campaign contribution limit is hereby sets.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Guadalupe that the maximum amount of a campaign contribution to any candidate for local elective office from any one individual for any single election is \$_____, and thereby, the City of Guadalupe has set a limit pursuant to AB 571 before the operative date of January 1, 2021.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Guadalupe this 8th day of December 2020, by the following vote, to wit:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAIN:

I, Todd Bodem, Deputy City Clerk of the City of Guadalupe DO HEREBY CERTIFY that the foregoing Resolution, being **Resolution No. 2020-101**, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held December 8, 2020, and that same was approved and adopted.

ATTEST:

Todd Bodem, Deputy City Clerk

Ariston Julian, Mayor

APPROVED AS TO FORM:

Philip F. Sinco, City Attorney

RESOLUTION NO. 2020-102**A RESOLUTION OF THE CITY COUNCIL OF THE CITY GUADALUPE
RECOMMENDING LUPE ALVAREZ AS A CITIZEN REPRESENTATIVE TO THE COUNTY OF SANTA
BARBARA CITIZENS INDEPENDENT REDISTRICTING COMMISSION**

WHEREAS, the County of Santa Barbara (“the County”) is finalizing its selection process for qualified residents who will redraw the boundaries for the County’s five supervisorial districts; and

WHEREAS, District lines can shape a community’s ability to elect the representative of their choice; and

WHEREAS, redistricting takes place every 10 years after the federal census where District boundaries for federal, state and local elected offices are redrawn to reflect new population data and shifting populations; and

WHEREAS, the County’s district boundaries will change so the five County supervisors elected to represent those districts each serve about 90,000 residents and reflect the County’s diverse populations; and

WHEREAS, the County’s Independent Redistricting Commission will consist of 11 county residents who are not elected officials, city staff, lobbyists, candidates, campaign donors, or their close family members; and

WHEREAS, consideration is given to create a commission that reflects the diversity of Santa Barbara County; and

WHEREAS, the commission shall be created no later than December 31, 2020 tasked with establishing the electoral boundaries in Santa Barbara County of the upcoming decade following receipt of the 2020 federal census data; and

WHEREAS, it is only fair that the City of Guadalupe have representation at the table and Mr. Lupe Alvarez was one of 200 applicants from the County, and the only one from Guadalupe that applied; and

WHEREAS, the City of Guadalupe City Council has a desire to have a citizen representative and supports Lupe Alvarez to be part of the process to divide the County into equal represented districts, for the good of all its residents.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Guadalupe as follows:

That the City Council of the City of Guadalupe approved Resolution No. 2020-102 recommending that Lupe Alvarez represent be a citizen representative to the County of Santa Barbara Citizens Independent Redistricting Commission.

PASSED, APPROVED AND ADOPTED at a regular meeting on the 8th day of December 8, 2020 by the following vote:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAIN:

I, Todd Bodem, Deputy City Clerk of the City of Guadalupe, DO HEREBY CERTIFY that the foregoing Resolution, being **Resolution No. 2020-102**, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held December 8, 2020 and that same was approved and adopted.

ATTEST:

Todd Bodem, Deputy City Clerk

Ariston Julian, Mayor

APPROVED AS TO FORM:

Philip Sinco, City Attorney