

**CITY OF SANTA BARBARA
CITY COUNCIL**

Helene Schneider
Mayor
Cathy Murillo
Mayor Pro Tempore
Randy Rowse
Ordinance Committee Chair
Dale Francisco
Finance Committee Chair
Gregg Hart
Frank Hotchkiss
Bendy White



James L. Armstrong
City Administrator

Sarah Knecht
Interim City Attorney

City Hall
735 Anacapa Street
<http://www.SantaBarbaraCA.gov>

**JANUARY 28, 2014
AGENDA**

ORDER OF BUSINESS: Regular meetings of the Finance Committee and the Ordinance Committee begin at 12:30 p.m. The regular City Council meeting begins at 2:00 p.m. in the Council Chamber at City Hall.

REPORTS: Copies of the reports relating to agenda items are available for review in the City Clerk's Office, at the Central Library, and <http://www.SantaBarbaraCA.gov>. In accordance with state law requirements, this agenda generally contains only a brief general description of each item of business to be transacted or discussed at the meeting. Should you wish more detailed information regarding any particular agenda item, you are encouraged to obtain a copy of the Council Agenda Report (a "CAR") for that item from either the Clerk's Office, the Reference Desk at the City's Main Library, or online at the City's website (<http://www.SantaBarbaraCA.gov>). Materials related to an item on this agenda submitted to the City Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office located at City Hall, 735 Anacapa Street, Santa Barbara, CA 93101, during normal business hours.

PUBLIC COMMENT: At the beginning of the 2:00 p.m. session of each regular City Council meeting, and at the beginning of each special City Council meeting, any member of the public may address the City Council concerning any item not on the Council's agenda. Any person wishing to make such address should first complete and deliver a "Request to Speak" form prior to the time that public comment is taken up by the City Council. Should City Council business continue into the evening session of a regular City Council meeting at 6:00 p.m., the City Council will allow any member of the public who did not address them during the 2:00 p.m. session to do so. The total amount of time for public comments will be 15 minutes, and no individual speaker may speak for more than 1 minute. The City Council, upon majority vote, may decline to hear a speaker on the grounds that the subject matter is beyond their jurisdiction.

REQUEST TO SPEAK: A member of the public may address the Finance or Ordinance Committee or City Council regarding any scheduled agenda item. Any person wishing to make such address should first complete and deliver a "Request to Speak" form prior to the time that the item is taken up by the Finance or Ordinance Committee or City Council.

CONSENT CALENDAR: The Consent Calendar is comprised of items that will not usually require discussion by the City Council. A Consent Calendar item is open for discussion by the City Council upon request of a Councilmember, City staff, or member of the public. Items on the Consent Calendar may be approved by a single motion. Should you wish to comment on an item listed on the Consent Agenda, after turning in your "Request to Speak" form, you should come forward to speak at the time the Council considers the Consent Calendar.

AMERICANS WITH DISABILITIES ACT: In compliance with the Americans with Disabilities Act, if you need special assistance to gain access to, comment at, or participate in this meeting, please contact the City Administrator's Office at 564-5305 or inquire at the City Clerk's Office on the day of the meeting. If possible, notification at least 48 hours prior to the meeting will enable the City to make reasonable arrangements in most cases.

TELEVISION COVERAGE: Each regular City Council meeting is broadcast live in English and Spanish on City TV Channel 18 and rebroadcast in English on Wednesdays and Thursdays at 7:00 p.m. and Saturdays at 9:00 a.m., and in Spanish on Sundays at 4:00 p.m. Each televised Council meeting is closed captioned for the hearing impaired. Check the City TV program guide at www.citytv18.com for rebroadcasts of Finance and Ordinance Committee meetings, and for any changes to the replay schedule.

ORDER OF BUSINESS

- 12:30 p.m. - Finance Committee Meeting, David Gebhard Public Meeting Room,
630 Garden Street
- 2:00 p.m. - City Council Meeting

FINANCE COMMITTEE MEETING - 12:30 P.M. IN THE DAVID GEBHARD PUBLIC MEETING ROOM, 630 GARDEN STREET (120.03)

1. Subject: December 31, 2013, Investment Report And December 31, 2013, Fiscal Agent Report

Recommendation: That the Finance Committee recommend that Council:

- A. Accept the December 31, 2013, Investment Report; and
- B. Accept the December 31, 2013, Fiscal Agent Report.

(See Council Agenda Item No. 3)

2. Subject: Comprehensive Annual Financial Report (CAFR) For The Fiscal Year Ended June 30, 2013

Recommendation: That the Finance Committee recommend that Council:

- A. Receive a report from staff on the Comprehensive Annual Financial Report for the Fiscal Year ended June 30, 2013; and
- B. Accept the Comprehensive Annual Financial Report for the Fiscal Year ended June 30, 2013.

(See Council Agenda Item No. 16)

REGULAR CITY COUNCIL MEETING – 2:00 P.M.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CHANGES TO THE AGENDA

PUBLIC COMMENT

CONSENT CALENDAR

CITY COUNCIL

1. Subject: Minutes

Recommendation: That Council waive further reading and approve the minutes of the regular meeting of January 7, and the special meeting of January 10, 2014.

2. Subject: Introduction Of Ordinance For Amendment To Lease Agreement With La Patera Investors, LP, For Property At 80 South La Patera Lane (330.04)

Recommendation: That Council introduce and subsequently adopt, by reading of title only, An Ordinance of the Council of the City of Santa Barbara Approving and Authorizing the Airport Director to Execute a Third Amendment to Lease No. 19,067 Between the City of Santa Barbara and La Patera Investors, LP, a California Limited Partnership, Amending Article XXIII, "Subletting and Assignment," to Allow Encumbrance of the Leasehold by an Approved Mortgagee.

3. Subject: December 31, 2013, Investment Report And December 31, 2013, Fiscal Agent Report (260.02)

Recommendation: That Council:

- A. Accept the December 31, 2013, Investment Report; and
- B. Accept the December 31, 2013, Fiscal Agent Report.

CONSENT CALENDAR (CONT'D)

CITY COUNCIL (CONT'D)

4. Subject: Agreement For Parking Citation Program Analysis (520.04)

Recommendation: That Council approve and authorize the Chief of Police to execute a Professional Services Agreement with JR Parking Consultants in the amount of \$54,970 for parking citation program analysis, and authorize the Chief of Police to approve expenditures of up to \$2,700 for extra services that may result from necessary changes in the scope of work.

5. Subject: Agreements For Sanitary Sewer Chemical Root Cleaning Services (540.13)

Recommendation: That Council:

- A. Authorize the Public Works Director to execute an agreement with Duke's Root Control in the amount of \$45,111.25 for sanitary sewer chemical root cleaning services, and authorize the Public Works Director to approve expenditures of up to \$4,511 for extra services that may result from necessary changes in the scope of work; and
- B. Authorize the Public Works Director to execute an agreement with Pacific Sewer Maintenance in the amount of \$43,635.46 for sanitary sewer chemical root cleaning services, and authorize the Public Works Director to approve expenditures of up to \$4,363 for extra services that may result from necessary changes in the scope of work.

6. Subject: Sole Source Purchase Order For Skidata, Inc., Parking Revenue Control Equipment (550.08)

Recommendation: That Council find it in the City's best interest to waive the formal bid procedure as authorized by Municipal Code Section 4.52.070(k), and authorize the General Services Manager to issue a purchase order to Sentry Control Systems for Skidata parking revenue control equipment in an amount not to exceed \$230,000.

7. Subject: Parma Park Trust Funds For The Maintenance Of Parma Park (570.05)

Recommendation: That Council increase appropriations by \$76,037 in the Parks and Recreation Department Fiscal Year 2014 Miscellaneous Grants Fund for maintenance of Parma Park.

CONSENT CALENDAR (CONT'D)

CITY COUNCIL (CONT'D)

8. Subject: Goleta Slough Mouth Biological Assessment Contract (560.04)

Recommendation: That Council:

- A. Approve and authorize the Airport Director to execute a contract with Rincon Consultants, Inc., for biological services associated with the maintenance of the Goleta Slough Mouth in an amount not to exceed \$233,938, and authorize the Airport Director to approve expenditures up to \$23,394 for extra services that may result from necessary changes in the scope of work; and
- B. Increase appropriations by \$257,332 in the Airport Operating Fund from available reserves for the contract and change order authorization.

9. Subject: Atomic Absorption Spectrometer System Purchase Authorization (540.10)

Recommendation: That Council find it in the City's best interest to waive the formal bidding process, as authorized by Municipal Code Section 4.52.070(L), and authorize the City General Services Manager to issue a Purchase Order in the amount of \$40,721 for the purchase of an atomic absorption spectrometer, PinAAcle 900F flame main module controller with WinLab 32 elemental lamps and extended warranty to Perkin Elmer® Health Science, Inc.

10. Subject: Right Of Entry For The Possession And Use Of Real Property, Interim Vacancy Agreement, And Reimbursement Agreement At 13 East Cabrillo Boulevard For The Cabrillo Boulevard Bridge Replacement Project 530.04)

Recommendation: That Council:

- A. Adopt, by reading of title only, A Resolution of the Council of the City of Santa Barbara Authorizing the Acting Public Works Director to Accept and Execute a Right of Entry For The Possession and Use of Certain Real Property Located at 13 (Otherwise Known as 15) East Cabrillo Boulevard (Assessor's Parcel No.: 033-111-012), 21 Helena Avenue (Assessor's Parcel No.: 033-111-004), and 6 State Street (Assessor's Parcel No.: 033-111-011), and Such Other Agreements and Related Documents as May Be Required, all Relating to the Cabrillo Boulevard Bridge Replacement Project; and Consenting to the Recordation of a Memorandum of Right of Entry in the Official Records, County of Santa Barbara; and

(Cont'd)

CONSENT CALENDAR (CONT'D)

CITY COUNCIL (CONT'D)

10. (Cont'd)

- B. Authorize the Acting Public Works Director to Execute an Interim Vacancy Agreement, Reimbursement Agreement and Related Documents, subject to approval as to form by the Acting City Attorney, that may be required, regarding certain real property located at 13 (otherwise known as 15) East Cabrillo Boulevard (Assessor's Parcel No.: 033-111-012) and 21 Helena Avenue (Assessor's Parcel No.: 033-111-004), all relating to the Cabrillo Boulevard Bridge Replacement Project.

SUCCESSOR AGENCY

11. Subject: Contract Services And Playground Equipment In The Amount Of \$82,290 For The Bath/Ortega Pocket Park (570.05)

Recommendation: That Council and the Successor Agency:

- A. Authorize the City Administrator and Executive Director to execute a contract between the Successor Agency and the City of Santa Barbara Parks and Recreation Department in the amount of \$27,290 for project design and management services, and approve expenditures of up to \$5,000 for City land development permits; and
- B. Authorize the General Services Manager to restrict competition and issue two purchase orders for a total not-to-exceed amount of \$50,000 to International Play Equipment Manufacturers Association, certified vendors that meet the City's qualifications for playground equipment and fall surfacing.

NOTICES

- 12. The City Clerk has on Thursday, January 23, 2014, posted this agenda in the Office of the City Clerk, on the City Hall Public Notice Board on the outside balcony of City Hall, and on the Internet.

This concludes the Consent Calendar.

REPORT FROM THE FINANCE COMMITTEE

CITY COUNCIL AND SUCCESSOR AGENCY REPORTS

13. Subject: Contract For Construction For The Temporary Relocation Of The 911 Call Center (520.04)

Recommendation: That the City Council and Successor Agency:

- A. Authorize the City Administrator and Executive Director to execute a contract between the Successor Agency and the City of Santa Barbara Public Works Engineering Division in the amount of \$204,480 for project management and inspection services, and approve expenditures of up to \$20,000 for extra services that may result from necessary changes in the scope of work; and
- B. Authorize the City Administrator and Executive Director to execute a contract between the Successor Agency and the City of Santa Barbara Public Works Facilities Division in the amount of \$40,000 for moving services, electrical, radio, telephone, and building support services, and approve expenditures of up to \$4,000 for extra services that may result from necessary changes in the scope of work.

Recommendation: That the Successor Agency:

- A. Award and authorize the Executive Director to execute a contract with Sigma Services, Incorporated, in their low bid amount of \$927,117 for construction of the temporary relocation of the 9-1-1 Call Center, and approve expenditures up to \$92,711 to cover any cost increases that may result from contract change orders for extra work and differences between estimated bid quantities and actual quantities measured for payment of Bid No. 3651;
- B. Authorize the Executive Director to execute a contract with NewTel Consulting, LLC, in the amount of \$585,671 for systems integration services, including planning and installation of communications and information technology systems, and approve expenditures of up to \$87,850 for extra services that may result from necessary changes in the scope of work; and
- C. Authorize the Executive Director to execute a contract with Leach Mounce Architects in the amount of \$66,050 for design support during construction, and approve expenditures of up to \$6,600 for extra services that may result from necessary changes in the scope of work

CITY COUNCIL ADMINISTRATIVE AND ATTORNEY REPORTS

CITY ADMINISTRATOR

14. Subject: Introduction Of Ordinance For The 2013-2016 General Unit Memorandum of Understanding (440.02)

Recommendation: That Council ratify the Memorandum of Understanding between the City and the Santa Barbara City Employees' Association, Local 620, Service Employees' International Union, for the period of October 1, 2013, through September 30, 2016, by introduction and subsequent adoption of, by reading of title only, An Ordinance of the Council of the City of Santa Barbara Adopting the 2013-2016 Memorandum of Understanding Between the City of Santa Barbara and the Santa Barbara City Employees' Association (General Unit) and Providing for Compensation Changes for Confidential Employees.

COMMUNITY DEVELOPMENT DEPARTMENT

15. Subject: Amendments To Quorum Standard For Single Family Design Board (640.03)

Recommendation: That Council introduce and subsequently adopt, by reading of title only, An Ordinance of the Council of the City of Santa Barbara Amending Section 22.69.010 of the Santa Barbara Municipal Code Relating to the Conduct of Meetings of the Single Family Design Board.

FINANCE DEPARTMENT

16. Subject: Comprehensive Annual Financial Report (CAFR) For The Fiscal Year Ended June 30, 2013 (250.02)

Recommendation: That Council:

- A. Receive a report from staff on the Comprehensive Annual Financial Report for the Fiscal Year ended June 30, 2013; and
- B. Accept the Comprehensive Annual Financial Report for the Fiscal Year ended June 30, 2013.

COUNCIL AND STAFF COMMUNICATIONS

COUNCILMEMBER COMMITTEE ASSIGNMENT REPORTS

CLOSED SESSIONS

17. Subject: Conference With Labor Negotiator (440.05)

Recommendation: That Council hold a closed session, per Government Code Section 54957.6, to consider instructions to City negotiator Kristy Schmidt, Acting Administrative Services Director, regarding negotiations with the Treatment and Patrol Bargaining Units, Hourly Bargaining Unit, Police Management Association, and regarding salaries and fringe benefits for certain unrepresented management and confidential employees.

Scheduling: Duration, 30 minutes; anytime

Report: None anticipated

18. Subject: Conference With Legal Counsel - Pending Litigation (160.03)

Recommendation: That Council hold a closed session to consider pending litigation pursuant to subsection (d) (1) of section 54956.9 of the Government Code and take appropriate action as needed. Pending litigation considered is: *George C. Kier v. City of Santa Barbara*, WCAB cases ADJ5821044, ADJ8386411, ADJ8475410, and ADJ unassigned.

Scheduling: Duration, 10 minutes; anytime

Report: None anticipated

19. Subject: Conference With Real Property Negotiators (330.03)

Recommendation: That Council hold a closed session pursuant to Government Code Section 54956.8 (Conference with Real Property Negotiators):

Real Property: A portion of the Airport property located at 6100 Hollister Avenue, bounded by Hollister Avenue, Frederick Lopez Road, Francis Botello Road and David Love Place (Parcel 22 of the Airport Specific Plan Map, City Parcel Map No. 20,608) in the City of Santa Barbara.

City Negotiators: Hazel Johns, Acting Airport Director; Paul Casey, Assistant City Administrator; Sarah Knecht, Acting City Attorney.

Negotiating Parties: Direct Relief International: Thomas Tighe, President and CEO; Judy Partch, Director of Human Resources, Administration & Compliance.

Under Negotiation: Instructions to negotiators will concern price and terms of payment of a possible ground lease or property purchase.

Scheduling: Duration, 30 minutes; anytime

Report: None anticipated

CLOSED SESSIONS (CONT'D)

20. Subject: Conference With Legal Counsel - Pending Litigation (160.03)

Recommendation: That Council hold a closed session to consider pending litigation pursuant to subsection (d)(1) of section 54956.9 of the Government Code and take appropriate action as needed. The pending litigation is *In re Dana Chase*.

Scheduling: Duration, 15 minutes; anytime

Report: None anticipated

ADJOURNMENT

CITY OF SANTA BARBARA

FINANCE COMMITTEE

MEETING AGENDA

DATE: January 28, 2014

Dale Francisco, Chair

TIME: 12:30 P.M.

Gregg Hart

PLACE: David Gebhard Public Meeting Room
630 Garden Street

Cathy Murillo

James L. Armstrong
City Administrator

Robert Samario
Finance Director

ITEMS TO BE CONSIDERED:

1. Subject: December 31, 2013, Investment Report And December 31, 2013, Fiscal Agent Report

Recommendation: That the Finance Committee recommend that Council:

- A. Accept the December 31, 2013, Investment Report; and
- B. Accept the December 31, 2013, Fiscal Agent Report.

(See Council Agenda Item No. 3)

2. Comprehensive Annual Financial Report (CAFR) For The Fiscal Year Ended June 30, 2013

Recommendation: That the Finance Committee recommend that Council:

- A. Receive a report from staff on the Comprehensive Annual Financial Report for the Fiscal Year ended June 30, 2013; and
- B. Accept the Comprehensive Annual Financial Report for the Fiscal Year ended June 30, 2013.

(See Council Agenda Item No. 16)



CITY OF SANTA BARBARA CITY COUNCIL MINUTES

REGULAR MEETING January 7, 2014 COUNCIL CHAMBER, 735 ANACAPA STREET

CALL TO ORDER

Mayor Helene Schneider called the meeting to order at 2:00 p.m. (The Finance Committee and Ordinance Committee, which ordinarily meet at 12:30 p.m., did not meet on this date.)

PLEDGE OF ALLEGIANCE

Mayor Schneider.

ROLL CALL

Councilmembers present: Dale Francisco, Frank Hotchkiss, Grant House, Cathy Murillo, Randy Rowse, Bendy White, Mayor Schneider.

Councilmembers absent: None.

Staff present: City Administrator James L. Armstrong, Interim City Attorney Sarah Knecht, City Clerk Services Manager Gwen Peirce.

CEREMONIAL ITEMS

1. **Subject: Comments By Outgoing Councilmember House**

Councilmember House spoke regarding the participatory nature of the residents of Santa Barbara and the responsiveness of the City Council. He expressed his appreciation to City Staff for their professionalism and to the community for its support and expressed his well wishes to Councilmember-Elect Gregg Hart.

2. **Subject: Recognition Of Outgoing Councilmember House**

Mayor Schneider extended her gratitude to Councilmember House for his service and presented him with a proclamation of commendation on behalf of the City of Santa Barbara.

3. Subject: Comments By The Public

Speakers: Hillary Blackerby, representing Assemblymember Das Williams; Lee Moldaver; Raquel Vela Mendoza.

4. Subject: Affirmation Of Allegiance By Mayor Helene Schneider, Councilmembers Frank Hotchkiss And Bendy White, And Councilmember-Elect Gregg Hart

Action: Affirmations administered.

5. Subject: Presentation Of Certificates Of Election

Action: Presented.

6. Subject: Seating Of Newly-Installed Councilmembers

Action: Councilmembers were seated.

7. Subject: Comments By Mayor Schneider And Councilmembers Hart, Hotchkiss, And White

Councilmember White expressed his appreciation to the citizens of Santa Barbara for providing him with the opportunity to continue to serve on the City Council and thanked his wife for her support. He spoke regarding his priorities, including maintenance and repair of the City's infrastructure, finishing the children's library, and green initiative projects.

Councilmember Hotchkiss thanked his wife for her support and recognized those individuals who assisted him on his campaign.

Councilmember Hart thanked the citizens of Santa Barbara and his family and friends for their support.

Mayor Schneider congratulated Councilmember Hart. She thanked the voters for their trust in re-electing her and her family and friends for their support. She expressed her appreciation to the City employees for their hard work during a difficult economic time and expressed her pride in being the Mayor of the City of Santa Barbara.

8. Subject: Presentation Of Poem By City Of Santa Barbara Poet Laureate

Poet Laureate Chryss Yost read a poem entitled, "From Those You Represent."

9. Subject: Comments By The Public

No one wished to speak.

RECESS

2:47 p.m. - 3:00 p.m.

ROLL CALL OF NEW COUNCIL

Councilmembers present: Dale Francisco, Gregg Hart, Frank Hotchkiss, Cathy Murillo, Randy Rowse, Bendy White, Mayor Schneider.

Councilmembers absent: None.

Staff present: City Administrator James L. Armstrong, Interim City Attorney Sarah Knecht, City Clerk Services Manager Gwen Peirce.

CEREMONIAL ITEMS (CONT'D)

10. Subject: Employee Recognition - Service Award Pins (410.01)

Recommendation: That Council authorize the City Administrator to express the City's appreciation to employees who are eligible to receive service award pins for their years of service through January 31, 2014.

Documents:

January 7, 2014, report from the City Administrator.

Speakers:

Staff: City Administrator James Armstrong.

By consensus, the Council approved the recommendation. The following employees were recognized:

5 YEARS

Lindsay MacDonald, City Attorney's Office

Bryan Kerr, Police Department

Cesar Barrios, Waterfront Department

10 YEARS

Helene Schneider, Mayor and Council Office

Louis Alvaro, Public Works Department

15 YEARS

Lucia Corral, Finance Department

Irma Unzueta, Community Development Department

Brynda Messer, Community Development Department

Keith Bazzell, Public Works Department

Chris Moore, Public Works Department

Gustavo Jimenez, Parks and Recreation Department

20 YEARS

Victor Garza, Public Works Department

(Cont'd)

10. (Cont'd)

25 YEARS

Margaret Smith, Police Department
Susan Trimble, Police Department
Rebecca Bjork, Public Works Department

30 YEARS

Brett Wieser, Public Works Department

PUBLIC COMMENT

Speakers: Scott Wenz, Cars Are Basic; David Daniel Diaz; Arthur Stevens; Robin Morse; Richard Morse; Brandon Morse; Isabel James; Marissa Garcia; Michael Gutierrez; David Larrinaga; Bob Hansen; Mariah Klusmire; Cruzito Herrera Cruz; Mickey Flacks; Anni Telfer; Alberto Cuzares; Zachary King; Carolyn Torres; Nafeesa Toney; Gabriela Hernandez; Phillip Rendon; Chelsea Lancaster; Leo Gomez; Paul Carrillo; Francisca Lerdo; Nayra Pacheco; Laura Ronchietto.

CONSENT CALENDAR (Item Nos. 11 – 16)

The titles of the resolution and ordinance related to Consent items were read.

Motion:

Councilmembers Francisco/White to approve the Consent Calendar as recommended.

Vote:

Unanimous roll call vote.

11. Subject: Minutes

Recommendation: That Council waive further reading and approve the minutes of the special meeting of December 5, 2013, the regular meeting of December 10, 2013 and the cancelled meetings of December 24, and December 31, 2013.

Action: Approved the recommendation.

12. Subject: 2014 Waterfront Refunding Revenue Bonds (210.05)

Recommendation: That Council adopt, by reading of title only, An Ordinance of the Council of the City of Santa Barbara Authorizing the Execution and Delivery by the City of an Installment Sale Agreement and a Letter Agreement for Purchase and Approving the Execution of a Trust Agreement by the Authority in Connection with the Execution and Delivery of Santa Barbara Financing Authority Waterfront Refunding Revenue Bonds, Series 2014, and Authorizing Related Actions.

(Cont'd)

12. (Cont'd)

Action: Approved the recommendation; Ordinance No. 5643 (January 7, 2014, report from the Finance Director).

13. Subject: Records Destruction For Finance Department (160.06)

Recommendation: That Council adopt, by reading of title only, A Resolution of the Council of the City of Santa Barbara Relating to the Destruction of Records Held by the Finance Department in the Administration, Accounting, Environmental Programs, General Services, Risk Management, and Treasury Divisions.

Action: Approved the recommendation; Resolution No. 14-001 (January 7, 2014, report from the Finance Director; proposed resolution).

14. Subject: Donation To Police Canine Unit Trust Fund For Purchase Of New K-9 And Related Expenses (520.04)

Recommendation: That Council:

- A. Accept a donation of \$45,000 from the Santa Barbara Police Foundation for the Canine Unit Trust fund;
- B. Increase appropriations and estimated revenue by \$18,000 to cover the purchase of a new K-9 and the related training costs in the amount of \$15,000, and ongoing handler training and monthly expenses totaling \$3,000; and
- C. Find it in the City's best interest to waive the formal bid procedure as authorized by Municipal Code 4.52.080 (k) and approve the purchase of a new canine, equipment, and related training from Mission Canines for the next three fiscal years, in accordance with approved budgets.

Speakers:

Members of the Public: Craig Case, Santa Barbara Police Foundation.

Action: Approved the recommendations (January 7, 2014, report from the Police Chief).

15. Subject: Fiscal Year 2014 Interim Financial Statements For The Five Months Ended November 30, 2013 (250.02)

Recommendation: That Council Accept the Fiscal Year 2014 Interim Financial Statements for the Five Months Ended November 30, 2013

Action: Approved the recommendation (January 7, 2014, report from the Finance Director).

NOTICES

16. The City Clerk has on Thursday, January 2, 2014, posted this agenda in the Office of the City Clerk, on the City Hall Public Notice Board on the outside balcony of City Hall, and on the Internet.

This concluded the Consent Calendar.

CITY COUNCIL ADMINISTRATIVE AND ATTORNEY REPORTS

PUBLIC WORKS DEPARTMENT

17. Subject: Annual Water Supply Management Report (540.08)

Recommendation: That Council approve and adopt the City of Santa Barbara Water Supply Management Report for the 2013 water year, finding that groundwater resources are in long-term balance in accordance with the conjunctive management element of the City's Long-Term Water Supply Plan.

Documents:

- January 7, 2014, report from the Acting Public Works Director.
- PowerPoint presentation prepared and made by Staff.

Speakers:

Staff: Acting Water Resources Manager Joshua Haggmark; Water Supply Analyst Kelley Dyer; Water System Manager Catherine Taylor.

Motion:

Councilmembers Francisco/Hotchkiss to approve staff's recommendation.

Vote:

Unanimous voice vote.

MAYOR AND COUNCIL REPORTS

18. Subject: Appointment Of Mayor Pro Tempore, Ordinance Committee, And Finance Committee (130.01)

Recommendation: That Council consider the appointment of a Mayor Pro Tempore, and Chairs and Members of the Ordinance and Finance Committees.

Documents:

January 7, 2014, report from the City Administrator.

(Cont'd)

18. (Cont'd)

Motion:

Councilmembers White/Francisco to appoint Councilmember Murillo as Mayor Pro Tempore.

Vote:

Unanimous voice vote.

Motion:

Councilmembers Hotchkiss/White to appoint Councilmembers Hotchkiss, Murillo and Rowse to the Ordinance Committee, with Councilmember Rowse to serve as Chair.

Vote:

Unanimous voice vote.

Motion:

Councilmembers White/Rowse to appoint Councilmembers Francisco, Hart and White to the Finance Committee, with Councilmember Francisco to serve as Chair.

Vote:

Unanimous voice vote.

COUNCILMEMBER COMMITTEE ASSIGNMENT REPORTS

Information:

- Councilmember Murillo reported on her attendance at a recent Youth Council meeting, where the Youth Council's partnership with Pacific Pride Foundation for a LGBTQ Leadership Summit was discussed.
- Mayor Schneider spoke regarding a recent press conference for the Santa Barbara International Film Festival.

ADJOURNMENT

Mayor Schneider adjourned the meeting at 5:56 p.m.

SANTA BARBARA CITY COUNCIL

SANTA BARBARA
CITY CLERK'S OFFICE

ATTEST:

HELENE SCHNEIDER
MAYOR

GWEN PEIRCE, CMC
CITY CLERK SERVICES MANAGER



CITY OF SANTA BARBARA CITY COUNCIL MINUTES

SPECIAL MEETING
January 10, 2014

CHASE PALM PARK RECREATION CENTER, 236 E. CABRILLO BLVD.

CALL TO ORDER

Mayor Helene Schneider called the meeting to order at 7:54 a.m.

ROLL CALL

Councilmembers present: Dale Francisco, Gregg Hart, Frank Hotchkiss, Cathy Murillo, Randy Rowse, Bendy White, Mayor Schneider.

Councilmembers absent: None.

Staff present: City Administrator James L. Armstrong, Assistant City Administrator Paul Casey.

PUBLIC COMMENT

No one wished to speak.

NOTICES

The City Clerk has on Wednesday, January 8, 2014, posted this agenda in the Office of the City Clerk, on the City Hall Public Notice Board on the outside balcony of City Hall, and on the Internet.

CLOSED SESSIONS

Subject: Public Employment (440.05)

Recommendation: That Council hold a closed session, per Government Code Section 54957(b)(1), to interview and discuss the candidates for the position of City Attorney.

Report: None anticipated

Time:

7:54 a.m. – 5:20 p.m.

No report made.

ADJOURNMENT

Mayor Schneider adjourned the meeting at 5:20 p.m.

SANTA BARBARA CITY COUNCIL

SANTA BARBARA
CITY CLERK'S OFFICE

HELENE SCHNEIDER
MAYOR

ATTEST:

GWEN PEIRCE, CMC
CITY CLERK SERVICES MANAGER



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: January 28, 2014

TO: Mayor and Councilmembers

FROM: Business & Property Division, Airport Department

SUBJECT: Introduction Of Ordinance For Amendment to Lease Agreement With La Patera Investors, LP, For Property At 80 South La Patera Lane

RECOMMENDATION:

That Council introduce and subsequently adopt, by reading of title only, An Ordinance of the Council of the City of Santa Barbara Approving and Authorizing the Airport Director to Execute a Third Amendment to Lease No. 19,067 Between the City of Santa Barbara and La Patera Investors, LP, a California Limited Partnership, Amending Article XXIII, "Subletting and Assignment," to Allow Encumbrance of the Leasehold by an Approved Mortgagee.

DISCUSSION:

The subject premises are located north of Hollister Avenue at 80 (formerly 100) South La Patera Lane, in an Airport Industrial (AI-1) zone and are used primarily for parking for the adjacent fee owned property, which is located in the City of Goleta.

On January 8, 1998, the City entered into a five-year lease with four five-year options, (Agreement No. 19,067) with La Patera L.L.C. for 41,760 square feet of improved land for outside storage and parking in conjunction with the adjacent property, which they own.

As part of the Lease Agreement, La Patera was required to make substantial improvements to the property including: pavement sealing and re-striping, additional landscaping, fencing and installation of curb, and gutter and sidewalk along La Patera Lane. La Patera completed the improvements and received Council approval of an amendment (Agreement No. 19,227) on June 4, 1998 to allow the financing of their fee owned property and encumbering the leasehold interest.

On January 29, 2002, City Council approved the Assignment of Lease Agreement No. 19,067, as amended, to La Patera Investors, L.P. A second amendment to the lease to allow a subsequent refinance of the property was approved on January 25, 2005 (Agreement No. 21,609). The first three of the five-year options have been exercised. The lease expires on January 7, 2023.

La Patera Investors, L.P., is refinancing the fee owned property. The proposed mortgagee requires that the City's leasehold also be encumbered. The lease requires the City's consent to any encumbrance. The proposed lease amendment substitutes the proposed mortgagee, RiverSource Life Insurance Company, for the current lender. La Patera is a tenant in good standing at the Airport, and staff has carefully reviewed the request and recommends approval for the encumbrance of the leasehold by RiverSource Life Insurance Company, the proposed mortgagee.

The proposed Third Amendment Agreement has been negotiated based upon the criteria set forth in Resolution 93-127, and has been reviewed and determined to be exempt from environmental review. Airport Commission recommended approval at their January 15, 2014 meeting.

PREPARED BY: Rebecca Fribley, Sr. Property Management Specialist

SUBMITTED BY: Hazel Johns, Acting Airport Director

APPROVED BY: City Administrator's Office

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SANTA BARBARA APPROVING AND AUTHORIZING THE AIRPORT DIRECTOR TO EXECUTE A THIRD AMENDMENT TO LEASE NO. 19,067, BETWEEN THE CITY OF SANTA BARBARA AND LA PATERA INVESTORS, LP, A CALIFORNIA LIMITED PARTNERSHIP, AMENDING ARTICLE XXIII, "SUBLETTING AND ASSIGNMENT," TO ALLOW ENCUMBRANCE OF THE LEASEHOLD BY AN APPROVED MORTGAGEE

THE COUNCIL OF THE CITY OF SANTA BARBARA DOES ORDAIN AS FOLLOWS:

SECTION 1. In accordance with the provisions of Section 521 of the Charter of the City of Santa Barbara, that certain third amendment to Lease No. 19,067, as amended on June 4, 1998, and January 25, 2005, between the City of Santa Barbara and La Patera Investors, LP, allowing the encumbrance of the premises at 80 South La Patera Lane, at the Santa Barbara Airport, is hereby approved.



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: January 28, 2014

TO: Mayor and Councilmembers

FROM: Treasury Division, Finance Department

SUBJECT: December 31, 2013, Investment Report And December 31, 2013, Fiscal Agent Report

RECOMMENDATION: That Council:

- A. Accept the December 31, 2013, Investment Report; and
- B. Accept the December 31, 2013, Fiscal Agent Report.

DISCUSSION:

On a quarterly basis, staff submits a comprehensive report on the City’s portfolio and related activity pursuant to the City’s Annual Statement of Investment Policy. The current report covers the investment activity for the period of October through December 2013.

As shown in the table to the right, all Treasury yields across the table increased from 3 basis points on the 1-year Treasury note to 40 basis points on the 10-year Treasury note. Longer term maturities saw significant increases in Treasury yield, while the 2-year note and below all increased only slightly by the end of the quarter.

U.S. Treasury Market					
	9/30/2013	10/31/2013	11/30/2013	12/31/2013	Cumulative Change
3 Month	0.02%	0.04%	0.06%	0.07%	0.05%
6 Month	0.04%	0.08%	0.11%	0.10%	0.06%
1 Year	0.10%	0.10%	0.13%	0.13%	0.03%
2 Year	0.33%	0.31%	0.28%	0.38%	0.05%
3 Year	0.63%	0.57%	0.56%	0.78%	0.15%
4 Year	1.00%	0.95%	0.96%	1.25%	0.25%
5 Year	1.39%	1.31%	1.37%	1.75%	0.36%
10 Year	2.64%	2.75%	2.75%	3.04%	0.40%
30 Year	3.69%	3.63%	3.82%	3.96%	0.27%
LAIF	0.26%	0.26%	0.26%	0.26%	0.00%

Investment Activity

As shown in the Investment Activity table below, the City invested \$21 million during the quarter. The purchases consisted of \$4 million in “AAA” rated Federal Agency callable securities, \$13 million in “AAA” rated Federal Agency bullets, \$2 million in a certificate of deposit, and \$2 million in “AA” rated corporate notes (Berkshire Hathaway Inc). The purchases replaced \$9.5 million in Federal Agency securities that matured, \$2 million in Federal Agency securities that were called, and \$2 million in a certificate of deposit that matured over the quarter. In addition, the portfolio also received \$132,120 in a semi-annual principal payment on the Airport promissory note at the end of December. The outstanding balance on the Airport promissory note is \$5.471 million.

Issuer	Face Amount	Purchase Date	Final Maturity	Call Date	Yield To Call	Yield To Maturity
<i>Purchases:</i>						
Federal Agricultural Mortgage Corp (FAMCA)	\$ 2,000,000	10/03/13	10/03/18	-	-	1.720%
Federal National Mortgage Association (FNMA)	1,000,000	11/13/13	11/13/18	05/13/14	0.625%	1.857%
Federal National Mortgage Association (FNMA)	2,000,000	11/15/13	10/26/17	-	-	1.062%
Montecito Bank & Trust CD (MBTCD)	2,000,000	11/18/13	11/18/15	-	-	0.600%
Federal National Mortgage Association (FNMA)	2,000,000	11/20/13	10/26/17	-	-	1.070%
Federal Home Loan Mortgage Corp (FHLMC)	1,000,000	11/20/13	09/29/17	-	-	1.030%
Federal Home Loan Mortgage Corp (FHLMC)	1,000,000	11/26/13	11/26/18	11/26/14	1.000%	1.793%
Berkshire Hathaway Inc. (BRK)	2,000,000	11/29/13	02/09/18	-	-	1.550%
Federal National Mortgage Association (FNMA)	2,000,000	12/11/13	11/27/18	-	-	1.606%
Federal Agricultural Mortgage Corp (FAMCA)	2,000,000	12/12/13	12/12/18	-	-	1.705%
Federal Home Loan Bank (FHLB)	2,000,000	12/16/13	12/14/18	-	-	1.650%
Federal Home Loan Mortgage Corp (FHLMC)	1,000,000	12/18/13	12/18/18	06/18/14	1.500%	1.839%
Federal Home Loan Mortgage Corp (FHLMC)	1,000,000	12/31/13	12/31/18	12/31/14	1.825%	1.825%
	\$ 21,000,000					
<i>Calls:</i>						
Federal National Mortgage Association (FNMA)	\$ 2,000,000	10/28/11	10/28/16	10/28/13	1.551%	1.521%
	\$ 2,000,000					
<i>Maturities:</i>						
Federal Home Loan Bank (FHLB)	\$ 2,000,000	04/15/10	10/15/13	-	-	2.000%
Federal Home Loan Bank (FHLB)	1,500,000	09/26/11	10/30/13	-	-	0.400%
Montecito Bank & Trust CD (MBTCD)	2,000,000	11/18/11	11/18/13	-	-	0.800%
Federal Home Loan Bank (FHLB)	2,000,000	04/05/10	11/29/13	-	-	2.000%
Federal Home Loan Bank (FHLB)	2,000,000	09/17/09	12/13/13	-	-	2.440%
Federal Home Loan Bank (FHLB)	2,000,000	02/22/10	12/13/13	-	-	2.130%
Airport Promissory Note - Partial Redemption	132,120	07/14/09	06/30/29	-	-	4.195%
	\$ 11,632,120					

Summary of Cash and Investments

The book rate of return, or portfolio yield, measures the rate of return of actual earnings generated from the portfolio. As shown in the table to the right, during the quarter, the City’s book rate of return increased by 0.2 basis points from 1.255 percent at September 30, 2013 to 1.257 percent at December 31, 2013.

Mo. Ended	Yield	Days to Maturity
9/30/2013	1.255%	1024
10/31/2013	1.227%	999
11/30/2013	1.257%	1066
12/31/2013	1.257%	1108

The portfolio’s average days to maturity, including the long-term Airport promissory note, increased by 84 days from 1024 to 1108 days. Excluding the Airport note, the portfolio’s average days to maturity is 947 days, reflecting reinvestment of maturities and calls during the quarter in the one-to-five year range in accordance with the City’s

Annual Statement of Investment Policy. The Annual Statement of Investment Policy requires that the average days to maturity on the portfolio not exceed 2.5 years, excluding any investments with a final maturity longer than 5 years that were separately authorized by Council, such as the Airport promissory note.

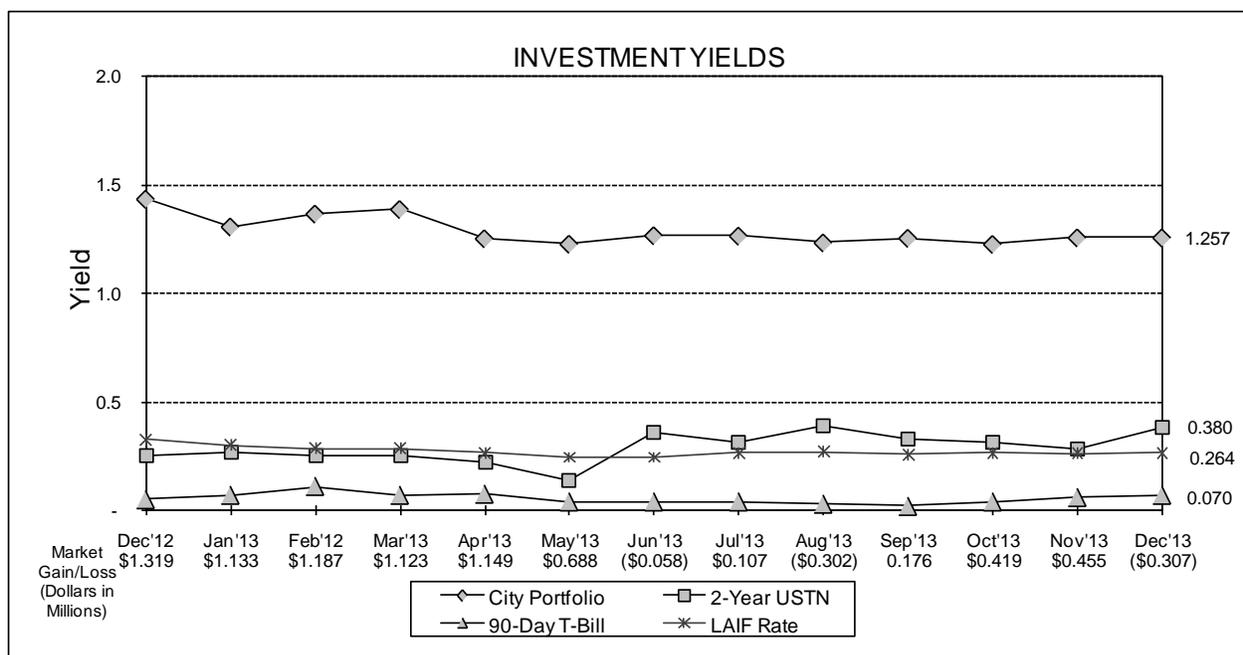
The average LAIF rate at which the City earned interest for funds invested was at 0.26 percent for the quarter ended December 31, 2013, which was equal to last quarter's rate. The City's LAIF holdings at the end of the quarter were \$27 million. Staff expects to reinvest a portion of the LAIF balances in fixed-term or callable securities during the next quarter.

Credit Quality on Corporate Notes

There were no credit quality changes to the four corporate issuers of the medium-term notes held in the portfolio (i.e., Berkshire Hathaway Financial, General Electric Capital Corp, Proctor & Gamble, and Toyota Motor Credit), and the ratings of all corporate notes remain within the City's Investment Policy guidelines of "A" or better.

Portfolio Market Gains/Losses

As shown in the Investment Yields chart below, the City's portfolio continues to significantly outperform the three benchmark measures (the 90-day T-Bill, 2-year T-Note and LAIF). The City's portfolio reflected a market loss at December 31st as a result of the increase in market yields during the quarter compared to the yields on securities currently held in the portfolio. At December 31, 2013, the portfolio had an overall unrealized market loss of \$0.307 million.



On a quarterly basis, staff reports the five securities with the largest percentage of unrealized losses as shown in the table below. However, because securities in the City's portfolio are held to maturity, no market losses would be realized.

Issuer	Face Amount	Maturity	\$ Mkt Change	% Mkt Change
FEDERAL NATL MORTGAGE ASSN	\$2,000,000	02/05/18	-\$45,740	-2.29%
FEDERAL NATL MORTGAGE ASSN	\$4,000,000	12/26/17	-\$88,000	-2.20%
FEDERAL NATL MORTGAGE ASSN	\$3,000,000	01/30/18	-\$65,760	-2.19%
FEDERAL HOME LOAN BANK	\$4,000,000	01/16/18	-\$86,760	-2.17%
FEDERAL HOME LOAN MTG CORP	\$2,000,000	06/26/18	-\$40,820	-2.04%

On a quarterly basis, staff also reports all securities with monthly market declines of greater than 1 percent compared to the prior month. There were 12 securities in the portfolio with a market decline of greater than 1 percent compared to the prior month.

Issuer	Face Amount	Maturity	Nov-Dec Mkt Change (\$)	Nov-Dec Mkt Change (%)	% Mkt Gain/(Loss) at 12.31.13
FEDERAL HOME LOAN BANK	\$2,000,000	09/14/18	-\$28,480	-1.40%	0.22%
FED AGRICULTURAL MTG CORP	\$2,000,000	10/03/18	-\$26,660	-1.33%	-1.03%
FEDERAL NATL MORTGAGE ASSN	\$2,000,000	10/26/17	-\$25,540	-1.28%	-1.01%
FEDERAL NATL MORTGAGE ASSN	\$2,000,000	10/26/17	-\$25,540	-1.28%	-0.98%
FEDERAL HOME LOAN MTG CORP	\$2,000,000	07/25/18	-\$25,580	-1.28%	-1.30%
FEDERAL HOME LOAN MTG CORP	\$2,000,000	06/26/18	-\$22,140	-1.12%	-2.04%
FEDERAL NATL MORTGAGE ASSN	\$2,000,000	02/05/18	-\$21,540	-1.09%	-2.29%
FEDERAL HOME LOAN BANK	\$4,000,000	01/16/18	-\$41,640	-1.05%	-2.17%
FEDERAL HOME LOAN MTG CORP	\$4,000,000	01/16/18	-\$41,360	-1.04%	-2.03%
FEDERAL NATL MORTGAGE ASSN	\$4,000,000	12/26/17	-\$41,000	-1.04%	-2.20%
FEDERAL HOME LOAN BANK	\$2,000,000	07/17/18	-\$20,660	-1.03%	-0.83%
FEDERAL NATL MORTGAGE ASSN	\$3,000,000	01/30/18	-\$30,330	-1.02%	-2.19%

Additional Reporting Requirements

The following confirmations are made pursuant to California Code Sections 53600 et seq.: (1) the City's portfolio as of December 31, 2013, is in compliance with the City's Statement of Investment Policy; and (2) there are sufficient funds available to meet the City's expenditure requirements for the next six months.

Fiscal Agent Investments

In addition to reporting requirements for public agency portfolios, a description of any of the agency's investments under the management of contracted parties is also required on a quarterly basis. Attachment 2 includes bond funds and the police and fire service retirement fund as of December 31, 2013.

ATTACHMENTS: 1. December 31, 2013, Investment Report
2. December 31, 2013, Fiscal Agent Report

PREPARED BY: Genie Wilson, Treasury Manager

SUBMITTED BY: Robert Samario, Finance Director

APPROVED BY: City Administrator's Office

CITY OF SANTA BARBARA
Activity and Interest Report
December 31, 2013

INVESTMENT ACTIVITY

PURCHASES OR DEPOSITS

12/3 LAIF Deposit - City	\$ 2,000,000
12/11 Federal National Mortgage Association (FNMA)	2,000,000
12/12 Federal Agricultural Mortgage Corp (FAMCA)	2,000,000
12/12 LAIF Deposit - City	2,000,000
12/16 Federal Home Loan Bank (FHLB)	2,000,000
12/16 LAIF Deposit - City	3,000,000
12/18 Federal Home Loan Mortgage Corp (FHLMC)	1,000,000
12/24 LAIF Deposit - City	8,000,000
12/31 Federal Home Loan Mortgage Corp (FHLMC)	1,000,000
Total	\$ 23,000,000

SALES, MATURITIES, CALLS OR WITHDRAWALS

12/11 LAIF Withdrawal - City	\$ (8,000,000)
12/13 Federal Home Loan Bank (FHLB) - Maturity	(2,000,000)
12/13 Federal Home Loan Bank (FHLB) - Maturity	(2,000,000)
12/13 LAIF Withdrawal - City	(2,000,000)
12/18 LAIF Withdrawal - City	(4,000,000)
12/26 LAIF Withdrawal - City	(2,000,000)
12/31 Airport Promissory Note - Partial Redemption	(132,120)
Total	\$ (20,132,120)

ACTIVITY TOTAL

\$ 2,867,880

INVESTMENT INCOME

POOLED INVESTMENTS

Interest Earned on Investments	\$ 176,047
Amortization	(16,594)
Total	\$ 159,453

INCOME TOTAL

\$ 159,453

CITY OF SANTA BARBARA
Summary of Cash and Investments
December 31, 2013

ENDING BALANCE AS OF NOVEMBER 30, 2013

<u>Description</u>	<u>Book Value</u>	<u>Yield to Maturity (365 days)</u>	<u>Percent of Portfolio</u>	<u>Average Days to Maturity</u>
State of California LAIF	\$ 28,000,000	0.265%	17.84%	1
Certificates of Deposit	8,000,000	1.217%	5.10%	1,023
Treasury Securities - Coupon	10,305,471	0.458%	6.57%	852
Federal Agency Issues - Coupon	92,980,928	1.390%	59.25%	1,171
Corporate/Medium Term Notes	12,034,825	1.884%	7.67%	792
	<u>151,321,224</u>	<u>1.149%</u>	<u>96.43%</u>	<u>895</u>
SB Airport Promissory Note	5,603,520	4.195%	3.57%	5,690
Totals and Averages	<u>\$ 156,924,744</u>	<u>1.257%</u>	<u>100.00%</u>	<u>1,066</u>
UB Checking Account	4,491,590			
UB Trust Money Market Account	6,000			
Total Cash and Investments	<u>\$ 161,422,334</u>			

NET CASH AND INVESTMENT ACTIVITY FOR DECEMBER 2013 **\$ 2,794,397**

ENDING BALANCE AS OF DECEMBER 31, 2013

<u>Description</u>	<u>Book Value</u>	<u>Yield to Maturity (365 days)</u>	<u>Percent of Portfolio</u>	<u>Average Days to Maturity</u>
State of California LAIF	\$ 27,000,000	0.264%	16.90%	1 (1)
Certificates of Deposit	8,000,000	1.217%	5.01%	992
Treasury Securities - Coupon	10,294,806	0.458%	6.44%	821
Federal Agency Issues - Coupon	96,987,694	1.378%	60.70%	1,243
Corporate/Medium Term Notes	12,033,471	1.884%	7.53%	761
	<u>154,315,970</u>	<u>1.153%</u>	<u>96.58%</u>	<u>947</u>
SB Airport Promissory Note	5,471,399	4.195%	3.42%	5,659
Totals and Averages	<u>\$ 159,787,370</u>	<u>1.257%</u>	<u>100.00%</u>	<u>1,108</u>
UB Checking Account	4,429,362			
Total Cash and Investments	<u>\$ 164,216,731</u>			

(1) The average life of the LAIF portfolio as of December 31, 2013 is 209 days.

CITY OF SANTA BARBARA
Investment Portfolio
December 31, 2013

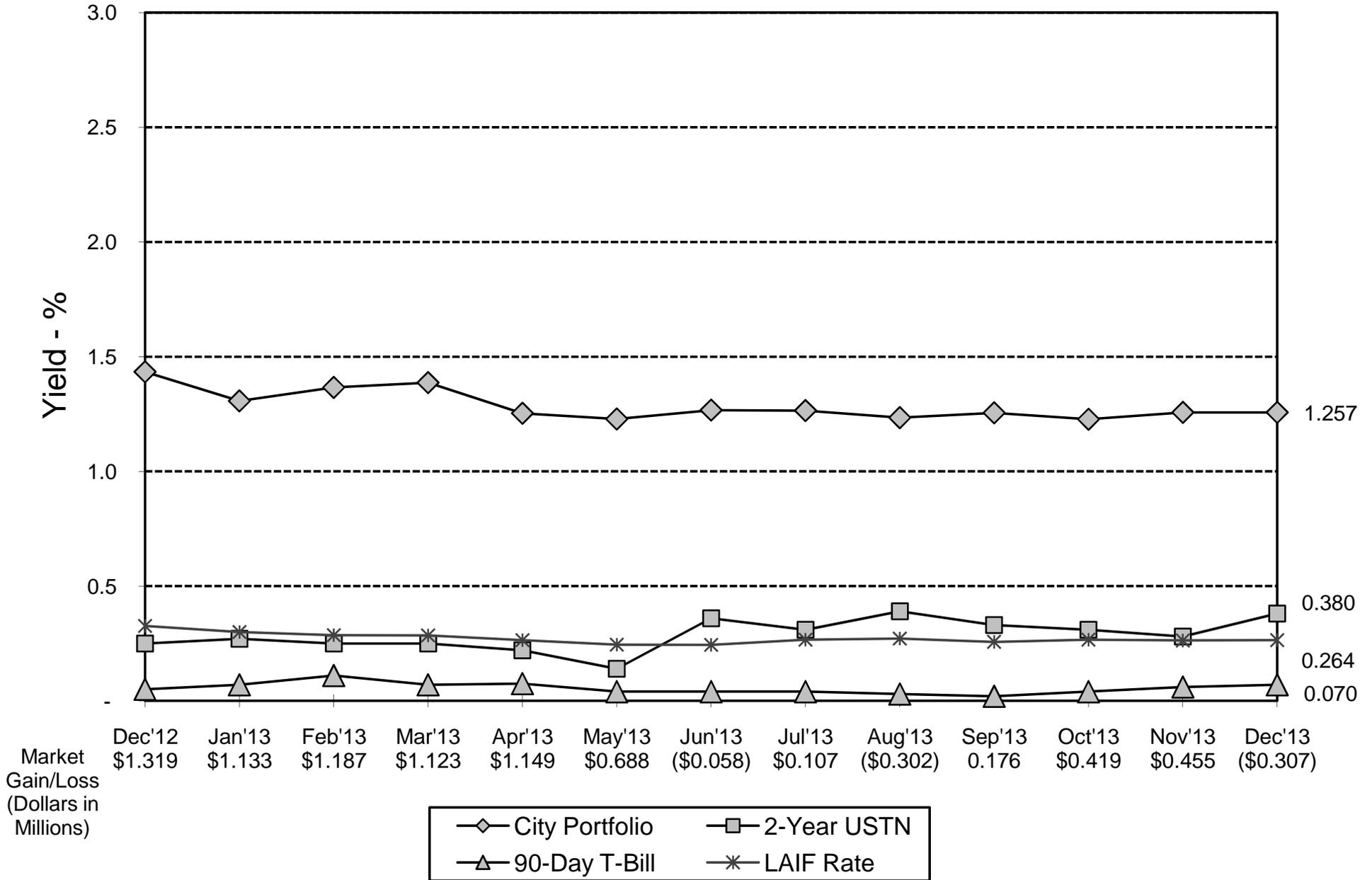
DESCRIPTION	PURCHASE DATE	MATURITY DATE	QUALITY RATING		STATED RATE	YIELD AT 365	FACE VALUE	BOOK VALUE	MARKET VALUE	BOOK GAIN/(LOSS)	COMMENTS
LOCAL AGENCY INVESTMENT FUNDS											
LOCAL AGENCY INVESTMENT FUND	-	-	-	-	0.264	0.264	27,000,000.00	27,000,000.00	27,000,000.00	0.00	
Subtotal, LAIF							27,000,000.00	27,000,000.00	27,000,000.00	0.00	
CERTIFICATES OF DEPOSIT											
MONTECITO BANK & TRUST	11/18/13	11/18/15	-	-	0.600	0.600	2,000,000.00	2,000,000.00	2,000,000.00	0.00	
UNION BANK	08/31/12	08/31/15	-	-	1.230	1.247	2,000,000.00	2,000,000.00	2,000,000.00	0.00	
UNION BANK	08/31/12	08/31/17	-	-	1.490	1.511	4,000,000.00	4,000,000.00	4,000,000.00	0.00	
Subtotal, Certificates of deposit							8,000,000.00	8,000,000.00	8,000,000.00	0.00	
TREASURY SECURITIES - COUPON											
U S TREASURY NOTE	10/25/12	03/15/15	Aaa	AA+	0.375	0.342	2,000,000.00	2,000,785.73	2,004,140.00	3,354.27	
U S TREASURY NOTE	10/25/12	10/31/15	Aaa	AA+	1.250	0.397	2,000,000.00	2,030,999.66	2,033,120.00	2,120.34	
U S TREASURY NOTE	02/22/13	05/15/16	Aaa	AA+	5.125	0.442	2,000,000.00	2,220,059.16	2,216,400.00	(3,659.16)	
U S TREASURY NOTE	02/22/13	08/31/16	Aaa	AA+	1.000	0.502	2,000,000.00	2,026,244.90	2,018,760.00	(7,484.90)	
U S TREASURY NOTE	02/22/13	02/28/17	Aaa	AA+	0.875	0.607	2,000,000.00	2,016,716.09	1,999,840.00	(16,876.09)	
Subtotal, Treasury Securities							10,000,000.00	10,294,805.54	10,272,260.00	(22,545.54)	
FEDERAL AGENCY ISSUES - COUPON											
FED AGRICULTURAL MTG CORP	10/03/13	10/03/18	-	-	1.720	1.720	2,000,000.00	2,000,000.00	1,979,420.00	(20,580.00)	
FED AGRICULTURAL MTG CORP	12/12/13	12/12/18	-	-	1.705	1.705	2,000,000.00	2,000,000.00	1,978,340.00	(21,660.00)	
FEDERAL FARM CREDIT BANK	02/10/11	02/10/14	Aaa	AA+	1.375	1.375	2,000,000.00	2,000,000.00	2,002,620.00	2,620.00	
FEDERAL FARM CREDIT BANK	08/15/12	08/15/17	Aaa	AA+	0.980	0.980	2,000,000.00	2,000,000.00	1,985,920.00	(14,080.00)	Callable, Continuous
FEDERAL FARM CREDIT BANK	09/18/13	09/18/17	Aaa	AA+	1.550	1.550	2,000,000.00	2,000,000.00	2,020,480.00	20,480.00	
FEDERAL FARM CREDIT BANK	02/16/11	02/16/16	Aaa	AA+	2.570	2.570	2,000,000.00	2,000,000.00	2,089,080.00	89,080.00	
FEDERAL FARM CREDIT BANK	07/17/13	07/17/17	Aaa	AA+	1.300	1.300	2,000,000.00	2,000,000.00	2,012,100.00	12,100.00	
FEDERAL HOME LOAN BANK	08/05/10	09/12/14	Aaa	AA+	1.375	1.375	2,000,000.00	2,000,000.00	2,016,800.00	16,800.00	
FEDERAL HOME LOAN BANK	09/13/13	09/14/18	Aaa	AA+	2.000	1.910	2,000,000.00	2,008,027.88	2,012,460.00	4,432.12	
FEDERAL HOME LOAN BANK	01/16/13	01/16/18	Aaa	AA+	1.000	1.000	4,000,000.00	4,000,000.00	3,913,240.00	(86,760.00)	Callable 01/16/14, then qtrly
FEDERAL HOME LOAN BANK	07/17/13	07/17/18	Aaa	AA+	1.750	1.750	2,000,000.00	2,000,000.00	1,983,500.00	(16,500.00)	Callable 01/17/14, then qtrly
FEDERAL HOME LOAN BANK	06/27/13	06/27/18	Aaa	AA+	1.250	1.493	2,000,000.00	2,000,000.00	1,973,520.00	(26,480.00)	SU 1.125%-2.5% Call 03/27/14, then qtrly
FEDERAL HOME LOAN BANK	02/09/11	01/29/15	Aaa	AA+	1.750	1.750	2,000,000.00	2,000,000.00	2,032,980.00	32,980.00	
FEDERAL HOME LOAN BANK	04/15/11	05/27/15	Aaa	AA+	2.000	2.000	2,000,000.00	2,000,000.00	2,047,260.00	47,260.00	
FEDERAL HOME LOAN BANK	12/16/13	12/14/18	Aaa	AA+	1.750	1.650	2,000,000.00	2,009,460.41	1,984,220.00	(25,240.41)	
FEDERAL HOME LOAN MTG CORP	01/06/11	02/25/14	Aaa	AA+	1.375	1.375	2,000,000.00	2,000,000.00	2,003,660.00	3,660.00	
FEDERAL HOME LOAN MTG CORP	03/28/12	03/28/17	Aaa	AA+	1.350	1.350	2,000,000.00	2,000,000.00	2,005,000.00	5,000.00	Callable 03/28/14, once
FEDERAL HOME LOAN MTG CORP	06/26/13	06/26/18	Aaa	AA+	1.400	1.400	2,000,000.00	2,000,000.00	1,959,180.00	(40,820.00)	Callable 03/26/14, then qtrly
FEDERAL HOME LOAN MTG CORP	07/25/13	07/25/18	Aaa	AA+	1.800	1.800	2,000,000.00	2,000,000.00	1,974,100.00	(25,900.00)	Callable 07/25/14, once
FEDERAL HOME LOAN MTG CORP	12/18/13	12/18/18	Aaa	AA+	1.500	1.839	1,000,000.00	1,000,000.00	987,060.00	(12,940.00)	SU 1.5%-2.75% Call 06/18/14, then qtrly
FEDERAL HOME LOAN MTG CORP	12/31/13	12/31/18	Aaa	AA+	1.825	1.825	1,000,000.00	1,000,000.00	993,780.00	(6,220.00)	Callable 12/31/14, once
FEDERAL HOME LOAN MTG CORP	02/21/12	02/21/17	Aaa	AA+	1.300	1.300	2,000,000.00	2,000,000.00	2,003,000.00	3,000.00	Callable 02/21/14, once
The calculation for the average days to matu	04/23/12	04/17/15	Aaa	AA+	0.500	0.534	2,000,000.00	1,999,123.54	2,006,540.00	7,416.46	
FEDERAL HOME LOAN MTG CORP	06/12/12	06/12/17	Aaa	AA+	1.250	1.250	2,000,000.00	2,000,000.00	1,998,840.00	(1,160.00)	Callable 06/12/14, then qtrly

CITY OF SANTA BARBARA
Investment Portfolio
December 31, 2013

DESCRIPTION	PURCHASE	MATURITY	QUALITY RATING		STATED	YIELD AT	FACE	BOOK	MARKET	BOOK	COMMENTS
	DATE	DATE	MOODY'S	S & P							
FEDERAL HOME LOAN MTG CORP	07/24/12	07/24/17	Aaa	AA+	1.125	1.125	2,000,000.00	2,000,000.00	1,988,300.00	(11,700.00)	Callable 01/24/14, then qtrly
FEDERAL HOME LOAN MTG CORP	09/12/12	09/12/17	Aaa	AA+	1.000	1.000	2,000,000.00	2,000,000.00	1,974,140.00	(25,860.00)	Callable 03/12/14, then qtrly
FEDERAL HOME LOAN MTG CORP	01/16/13	01/16/18	Aaa	AA+	1.050	1.050	4,000,000.00	4,000,000.00	3,918,920.00	(81,080.00)	Callable 01/16/14, then qtrly
FEDERAL HOME LOAN MTG CORP	11/26/13	11/26/18	Aaa	AA+	1.000	1.793	1,000,000.00	1,000,000.00	990,610.00	(9,390.00)	SU 1%-2% Callable 11/26/14, once
FEDERAL HOME LOAN MTG CORP	02/11/11	04/02/14	Aaa	AA+	4.500	1.615	2,000,000.00	2,014,160.92	2,021,420.00	7,259.08	
FEDERAL HOME LOAN MTG CORP	06/26/13	06/26/18	Aaa	AA+	1.500	1.500	2,000,000.00	2,000,000.00	1,983,460.00	(16,540.00)	Callable 03/26/14, then qtrly
FEDERAL HOME LOAN MTG CORP	11/20/13	09/29/17	Aaa	AA+	1.000	1.030	1,000,000.00	998,893.65	988,290.00	(10,603.65)	
FEDERAL NATL MORTGAGE ASSN	01/30/13	01/30/18	Aaa	AA+	1.030	1.030	3,000,000.00	3,000,000.00	2,934,240.00	(65,760.00)	Callable 01/30/14, then qtrly
FEDERAL NATL MORTGAGE ASSN	11/17/10	11/17/14	Aaa	AA+	1.300	1.300	2,000,000.00	2,000,000.00	2,019,480.00	19,480.00	
FEDERAL NATL MORTGAGE ASSN	08/28/12	08/28/17	Aaa	AA+	1.150	1.150	2,000,000.00	2,000,000.00	1,987,460.00	(12,540.00)	Callable 02/28/14, then qtrly
FEDERAL NATL MORTGAGE ASSN	12/12/12	12/12/17	Aaa	AA+	1.000	1.000	2,000,000.00	2,000,000.00	1,959,700.00	(40,300.00)	Callable 03/12/14, then qtrly
FEDERAL NATL MORTGAGE ASSN	06/19/13	12/19/16	Aaa	AA+	0.750	0.750	2,000,000.00	2,000,000.00	1,994,740.00	(5,260.00)	Callable 03/19/14, then qtrly
FEDERAL NATL MORTGAGE ASSN	07/30/13	07/30/18	Aaa	AA+	1.000	1.896	1,000,000.00	1,000,000.00	1,000,650.00	650.00	SU 1%-2% Callable 01/30/14, once
FEDERAL NATL MORTGAGE ASSN	11/15/13	10/26/17	Aaa	AA+	0.875	1.062	2,000,000.00	1,986,046.80	1,965,980.00	(20,066.80)	
FEDERAL NATL MORTGAGE ASSN	12/11/13	11/27/18	Aaa	AA+	1.625	1.606	2,000,000.00	2,001,779.84	1,983,320.00	(18,459.84)	
FEDERAL NATL MORTGAGE ASSN	11/08/12	11/08/17	Aaa	AA+	1.000	1.000	2,000,000.00	2,000,000.00	1,964,660.00	(35,340.00)	Callable 02/08/14, then qtrly
FEDERAL NATL MORTGAGE ASSN	11/08/12	11/08/17	Aaa	AA+	1.000	1.000	2,000,000.00	2,000,000.00	1,964,660.00	(35,340.00)	Callable 02/08/14, then qtrly
FEDERAL NATL MORTGAGE ASSN	12/26/12	12/26/17	Aaa	AA+	1.000	1.000	4,000,000.00	4,000,000.00	3,912,000.00	(88,000.00)	Callable 03/26/14, then qtrly
FEDERAL NATL MORTGAGE ASSN	07/10/13	07/10/18	Aaa	AA+	1.700	1.700	2,000,000.00	2,000,000.00	1,988,600.00	(11,400.00)	Callable 07/10/14, then qtrly
FEDERAL NATL MORTGAGE ASSN	09/21/10	09/21/15	Aaa	AA+	2.000	2.000	2,000,000.00	2,000,000.00	2,055,000.00	55,000.00	
FEDERAL NATL MORTGAGE ASSN	12/10/10	10/26/15	Aaa	AA+	1.625	2.067	2,000,000.00	1,984,766.40	2,043,700.00	58,933.60	
FEDERAL NATL MORTGAGE ASSN	02/05/13	02/05/18	Aaa	AA+	1.000	1.000	2,000,000.00	2,000,000.00	1,954,260.00	(45,740.00)	Callable 02/05/15, then qtrly
FEDERAL NATL MORTGAGE ASSN	11/13/13	11/13/18	Aaa	AA+	0.625	1.857	1,000,000.00	1,000,000.00	999,350.00	(650.00)	SU 2% Callable 05/13/14, once
FEDERAL NATL MORTGAGE ASSN	11/20/13	10/26/17	Aaa	AA+	0.875	1.070	2,000,000.00	1,985,434.32	1,965,980.00	(19,454.32)	
Subtotal, Federal Agencies							97,000,000.00	96,987,693.76	96,522,020.00	(465,673.76)	
CORPORATE/MEDIUM TERM NOTES											
BERKSHIRE HATHAWAY FIN	12/15/10	12/15/15	Aa2	AA	2.450	2.530	2,000,000.00	1,997,066.67	2,072,660.00	75,593.33	
BERKSHIRE HATHAWAY INC	11/29/13	02/09/18	Aa2	AA	1.550	1.550	2,000,000.00	2,000,000.00	1,977,480.00	(22,520.00)	
GENERAL ELECTRIC CAPITAL CORP	11/10/10	11/09/15	A1	AA+	2.250	2.250	2,000,000.00	2,000,000.00	2,061,220.00	61,220.00	
GENERAL ELECTRIC CAPITAL CORP	01/07/11	01/07/14	A1	AA+	2.100	2.100	2,000,000.00	2,000,000.00	2,000,380.00	380.00	
PROCTOR & GAMBLE	09/20/11	11/15/15	Aa3	AA-	1.800	1.085	2,000,000.00	2,026,103.41	2,046,220.00	20,116.59	
TOYOTA MOTOR CREDIT	09/26/11	09/15/16	Aa3	AA-	2.000	1.800	2,000,000.00	2,010,300.77	2,057,220.00	46,919.23	
Subtotal, Corporate Securities							12,000,000.00	12,033,470.85	12,215,180.00	181,709.15	
SB AIRPORT PROMISSORY NOTE (LT)											
SANTA BARBARA AIRPORT	07/14/09	06/30/29	-	-	3.500	4.195	5,471,399.48	5,471,399.48	5,471,399.48	0.00	
Subtotal, SBA Note							5,471,399.48	5,471,399.48	5,471,399.48	0.00	
TOTALS							159,471,399.48	159,787,369.63	159,480,859.48	(306,510.15)	

Market values have been obtained from the City's safekeeping agent, Union Bank The Private Bank (UBTPB). UBTPB uses Interactive Data Pricing Service, Bloomberg and DTC.

INVESTMENT YIELDS



**CITY OF SANTA BARBARA
Fiscal Agent Investments
December 31, 2013**

	CASH & CASH EQUIVALENTS Book & Market	Guaranteed Investment Contracts (GIC) Book & Market	STOCKS		BONDS		US GOVT & AGENCIES		TOTALS	
			Book	Market	Book	Market	Book	Market	Book	Market
BOND FUNDS										
<i>RESERVE FUNDS</i>										
2004 RDA - Housing Bonds	51,682.50	-	-	-	-	-	-	-	51,682.50	51,682.50
2002 Municipal Improvement - Refunding COPs	18,130.96	547,530.00	-	-	-	-	-	-	565,660.96	565,660.96
2011 Water - Safe Drinking Water State Loan	367,098.28	-	-	-	-	-	-	-	367,098.28	367,098.28
2009 Airport - Revenue Bonds	4,249,166.20	-	-	-	-	-	-	-	4,249,166.20	4,249,166.20
2002 Waterfront - Refunding COPs	2.99	1,393,262.50	-	-	-	-	-	-	1,393,265.49	1,393,265.49
Subtotal, Reserve Funds	<u>4,686,080.93</u>	<u>1,940,792.50</u>	-	-	-	-	-	-	<u>6,626,873.43</u>	<u>6,626,873.43</u>
<i>PROJECT FUNDS</i>										
2001 RDA Bonds	2,366,274.13	-	-	-	-	-	-	-	2,366,274.13	2,366,274.13
2003 RDA Bonds	8,506,816.24	-	-	-	-	-	-	-	8,506,816.24	8,506,816.24
2013 Water - Refunding COPS	663,296.52	428,069.44	-	-	-	-	-	-	1,091,365.96	1,091,365.96
2004 Sewer - Revenue Bonds	915,499.50	1,357,140.00	-	-	-	-	-	-	2,272,639.50	2,272,639.50
Subtotal, Project Funds	<u>12,451,886.39</u>	<u>1,785,209.44</u>	-	-	-	-	-	-	<u>14,237,095.83</u>	<u>14,237,095.83</u>
SUBTOTAL BOND FUNDS	17,137,967.32	3,726,001.94	-	-	-	-	-	-	20,863,969.26	20,863,969.26
POLICE/FIRE - SVC RETIREMENT FUND										
Police/Fire Funds	53,157.76	-	173,759.91	284,375.35	215,277.66	219,150.70	-	-	442,195.33	556,683.81
	<u>53,157.76</u>	-	<u>173,759.91</u>	<u>284,375.35</u>	<u>215,277.66</u>	<u>219,150.70</u>	-	-	<u>442,195.33</u>	<u>556,683.81</u>
TOTAL FISCAL AGENT INVESTMENTS	<u>17,191,125.08</u>	<u>3,726,001.94</u>	<u>173,759.91</u>	<u>284,375.35</u>	<u>215,277.66</u>	<u>219,150.70</u>	<u>-</u>	<u>-</u>	<u>21,306,164.59</u>	<u>21,420,653.07</u>

- Notes:
- (1) Cash & cash equivalents include money market funds.
 - (2) Market values have been obtained from the following trustees: US Bank, Bank of New York and Union Bank N.A.



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: January 28, 2014

TO: Mayor and Councilmembers

FROM: Support Services, Police Department

SUBJECT: Agreement for Parking Citation Program Analysis

RECOMMENDATION:

That Council approve and authorize the Chief of Police to execute a Professional Services Agreement with JR Parking Consultants in the amount of \$54,970 for parking citation program analysis, and authorize the Chief of Police to approve expenditures of up to \$2,700 for extra services that may result from necessary changes in the scope of work.

DISCUSSION:

The Police Department parking citation program includes 14 Parking Enforcement Officers that issue parking citations and three office staff responsible for processing in-person and mailed payments as well as parking citation review requests. The Fiscal Year 2014 adopted budget includes \$25,000 for an analysis of the parking citation processing system.

The analysis will include a basic review of the parking citation issuance process, along with a thorough analysis of current business practices and a cost benefit analysis for replacement or out-sourcing of the in-house parking citation process.

A Request for Proposal was issued in October 2013. In response to our request, we received a single proposal from JR Parking Consultants. JR Parking Consultants specialize in parking planning, technology and parking management programs. Janis Rhodes, a principal of JR Parking Consultants, has 35 years of experience in the parking industry in the public and private sectors. Additionally, staff has contacted several California agencies that have worked with Ms. Rhodes. All of the agencies reported that their projects were completed on-time, on-budget, and that they were extremely pleased with the final product.

BUDGET/FINANCIAL INFORMATION:

The initial proposal submitted by JR Parking Consultants substantially exceeded the base amount budgeted. Staff has worked with Ms. Rhodes in order to refine the scope and costs and identified areas where staff can reduce the number of hours needed by JR Parking Consultants staff. Based on these revisions, staff believes that the revised proposal of \$54,970 is fair and reasonable along with the \$2,700 extra service fee if needed.

This project was included in the Fiscal Year 2014 Police Department adopted budget in the amount of \$25,000. The balance of \$32,670 will come from existing Fiscal Year 2014 appropriations in the Police Department budget arising from anticipated cost savings from vacant positions.

PREPARED BY: Lori Pedersen, Business Manager

SUBMITTED BY: Camerino Sanchez, Chief of Police

APPROVED BY: City Administrator's Office



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: January 28, 2014

TO: Mayor and Councilmembers

FROM: Water Resources Division, Public Works Department

SUBJECT: Agreements For Sanitary Sewer Chemical Root Cleaning Services

RECOMMENDATION: That Council:

- A. Authorize the Public Works Director to execute an agreement with Duke's Root Control in the amount of \$45,111.25 for sanitary sewer chemical root cleaning services, and authorize the Public Works Director to approve expenditures of up to \$4,511 for extra services that may result from necessary changes in the scope of work; and
- B. Authorize the Public Works Director to execute an agreement with Pacific Sewer Maintenance in the amount of \$43,635.46 for sanitary sewer chemical root cleaning services, and authorize the Public Works Director to approve expenditures of up to \$4,363 for extra services that may result from necessary changes in the scope of work.

DISCUSSION:

BACKGROUND

The City of Santa Barbara owns and operates approximately 257 miles of sanitary sewer system mainline. Within these sewer mains, root intrusion from trees occasionally blocks sewer flows and causes sanitary sewer overflows (SSO). From 2008 through 2010, the City averaged approximately forty SSO's per year, with the predominant cause being root intrusion. Since then, the number of SSO's has been decreasing; however, efforts to reduce SSO's continues to be a priority.

In order to better control root intrusion, the application of nationally recognized and approved chemical herbicide products specifically designed for sanitary sewer mains will be applied to City sewer mains with a history of root intrusion.

PROJECT DESCRIPTION

The work consists of applying chemical herbicide products to approximately 15 miles of 6-inch and 8-inch sanitary sewer mains with a history of heavy root intrusion in various locations throughout the City.

A Request for Proposal (RFP) was issued to five firms, and the City received three proposals. From the proposals received, two different chemical herbicide products were proposed. Both of the proposed chemical herbicide products prohibit the growth of roots while not harming the plant as a whole. Both technologies have been tested and used nationally, proving to be safe and reliable.

Staff selected Duke's Root Control (Duke's) and Pacific Sewer Maintenance (PSM) because they met the requirements of the RFP, provided competitive pricing, and proposed using different chemical herbicide products, thereby allowing staff to evaluate the effectiveness of the two different chemical herbicide products in the various locations throughout the City in the next twelve months.

BUDGET/FINANCIAL INFORMATION:

This project was anticipated, and there are adequate appropriated funds in the Wastewater Fund for this work.

The Board of Water Commissioners is scheduled to hear this item at their December 9, 2013 meeting.

PREPARED BY: Chris Toth, Wastewater System Manager/KT/mh

SUBMITTED BY: Rebecca Bjork, Acting Public Works Director

APPROVED BY: City Administrator's Office



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: January 28, 2014

TO: Mayor and Councilmembers

FROM: Business Services Division, Waterfront Department

SUBJECT: Sole Source Purchase Order For Skidata, Inc., Parking Revenue Control Equipment

RECOMMENDATION:

That Council find it in the City's best interest to waive the formal bid procedure as authorized by Municipal Code Section 4.52.070(k), and authorize the General Services Manager to issue a purchase order to Sentry Control Systems for Skidata parking revenue control equipment in an amount not to exceed \$230,000.

DISCUSSION:

The Waterfront Department operates eight parking lots with a total of approximately 2,580 parking stalls. Three of the parking lots, Stearns Wharf, Leadbetter, and Harbor Main, are staffed and use revenue control/point of sale systems that operate with ticket dispensers, and entry and exit gate arms. The Harbor Main parking lot is staffed twenty-four hours a day and 365 days a year. Stearns Wharf is staffed year-round and Leadbetter is staffed on weekends all year and weekdays during the summer season.

The current parking equipment was installed in 1995. The equipment has been fully depreciated and the technology is now obsolete. The manufacturer of this system no longer makes or services the necessary replacement parts. Consequently, when the system malfunctions, Parking staff needs to use retired equipment or cannibalize used equipment.

In reviewing options for replacing parking revenue control equipment and systems for Waterfront parking lots, Waterfront Department staff consulted with Downtown Parking staff to clearly define the needs of the Waterfront Department. Downtown Parking currently employs Skidata equipment at all twelve of the Downtown Parking lots including five parking garages and seven surface lots. Downtown Parking has experienced minimal problems with Skidata equipment since they installed the systems in 2006 and has allowed them to create useful occupancy and revenue reporting, to provide effective revenue control, to improve customer service, and to increase safety

for their staff and patrons. The equipment is dynamic and flexible allowing the Department the ability to add features onto the system in the future, if necessary.

Staff recommends waiving the formal bid procedure because Sentry Control Systems meets the unique parking needs of the Waterfront Department (visitors, permittees, boats, and boat trailers) as well as their proven record of reliability and service with Downtown Parking. Sentry Control Systems is the certified distributor and installer of Skidata and are located in the San Fernando Valley. Because Sentry is located in Southern California, they are able to provide consistent, ongoing equipment maintenance and repair, and are also able to respond to urgent calls within 24 hours. In addition, having Downtown Parking and the Waterfront Department on the same parking revenue control systems, Skidata will allow for maintenance agreement cost-sharing as well as the exchange of information, training, and best use practices.

The system cost of \$230,000 includes everything to appropriately run the new system including: car lane and booth equipment, revenue control software, server/network equipment, as well as complete installation and set up services.

The implementation of the system will be completed in phases over the next two fiscal years. Funding for the first purchase of the Skidata equipment is included in the Fiscal Year 2014 Waterfront Department Capital Budget. The balance will be programmed into the Fiscal Year 2015 budget, subject to Council approval.

PREPARED BY: Brian J. Bosse, Waterfront Business Manager

SUBMITTED BY: Scott Riedman, Waterfront Director

APPROVED BY: City Administrator's Office



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: January 28, 2014

TO: Mayor and Councilmembers

FROM: Administration Division, Parks and Recreation Department

SUBJECT: Parma Park Trust Funds For The Maintenance Of Parma Park

RECOMMENDATION:

That Council increase appropriations by \$76,037 in the Parks and Recreation Department Fiscal Year 2014 Miscellaneous Grants Fund for maintenance of Parma Park.

DISCUSSION:

Parma Park, one of the City's eleven open space parks, comprises 200 acres. Located in the upper Sycamore Creek watershed and generally bounded by Sycamore Canyon Road, Mountain Drive, and Montecito, Parma Park provides passive recreation opportunities to hikers and equestrians. Mountain biking is limited to fire roads within the park. Harold Parma, along with his family, deeded Parma Park to the City in November 1973. The Parma Park Trust (Trust), established in 2000, provides funds to support the preservation and maintenance of the park. Each year the Parks and Recreation Department (Department) submits an annual maintenance plan and reports expenditures to the co-Trustees of the Parma Park Trust. Maintenance activities that are funded by the Trust include trail maintenance, defensible space vegetation management, trail signage, olive grove restoration, exotic invasive plant management, and native habitat restoration.

BUDGET/FINANCIAL INFORMATION:

Each calendar year, the Trustee disburses funds from the Parma Park Trust to support park maintenance. In December 2013, the Department received \$76,037 from the Trust. The Parma Park account in the Department's Fiscal Year 2014 Miscellaneous Grants Funds currently has a balance of \$99,896. With the additional appropriation of \$76,037, the account balance will be \$175,933. Maintenance expenditures vary from year to year. The Department anticipates expenditures over the next 12 months will total \$76,000. Unused appropriated funds at the end of Fiscal Year 2014 will be carried forward into Fiscal Year 2015.

SUSTAINABILITY IMPACT:

Located within the upper Sycamore Creek Watershed, Parma Park provides 200 acres of undeveloped open space for the passive outdoor recreation benefits. Preservation and enhancement of Parma Park protects community natural resources.

PREPARED BY: Jill E. Zachary, Assistant Parks and Recreation Director

SUBMITTED BY: Nancy L. Rapp, Parks and Recreation Director

APPROVED BY: City Administrator's Office



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: January 28, 2014

TO: Mayor and Councilmembers

FROM: Facilities Planning and Development Division, Airport Department

SUBJECT: Goleta Slough Mouth Biological Assessment Contract

RECOMMENDATION: That Council:

- A. Approve and authorize the Airport Director to execute a contract with Rincon Consultants, Inc., for biological services associated with the maintenance of the Goleta Slough Mouth in an amount not to exceed \$233,938, and authorize the Airport Director to approve expenditures up to \$23,394 for extra services that may result from necessary changes in the scope of work; and
- B. Increase appropriations by \$257,332 in the Airport Operating Fund from available reserves for the contract and change order authorization.

DISCUSSION:

Background

The Goleta Slough Mouth has been closed since March 2013. The Goleta Slough mouth naturally closes with beach sand periodically. Prior to 2012, if the mouth stayed closed for two weeks the Santa Barbara County Flood Control District (Flood Control) would cut a channel in the sand to allow water to flow in and out of the Slough with the tide. The Flood Control permit to maintain the Slough mouth has since expired and due to objections raised by the National Marine Fisheries Service, Flood Control is no longer pursuing permits to open the Slough mouth.

As a consequence, this spring, the water fowl population in the Goleta Slough grew to several times higher than historic rates (most specifically near the end of Runways 15L/R). This significantly increased the risk of aircraft-bird strike. Also, due to the standing water in the Slough, the mosquito population has grown substantially posing a risk to public health.

The Airport Department is now working towards obtaining the necessary permits to assume Slough mouth management in partnership with Flood Control.

Consultant Selection

In June 2013, the Airport solicited a Request for Qualifications for biological services from biological consulting firms with local wetland experience. Two firms provided statements of qualifications. Both firms were interviewed by Airport Staff and a Goleta Slough Management Committee representative. The two firms were ranked based on qualifications, experience, and ability to perform the work required. Rincon Consultants, Inc. was selected as the firm that had the best experience for this project.

Funding

There are sufficient funds in Airport reserves above Policy to cover the cost of this project.

SUSTAINABILITY IMPACT:

This contract will support the design of a Slough mouth maintenance program that will minimize adverse affects to steelhead trout, tidewater goby, and other Slough species while managing threats presented by wildlife, mosquitoes, and flood waters to existing infrastructure.

PREPARED BY: Andrew Bermond, AICP, Project Planner

SUBMITTED BY: Hazel Johns, Acting Airport Director

APPROVED BY: City Administrator's Office



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: January 28, 2014

TO: Mayor and Councilmembers

FROM: Water Resources Division, Public Works Department

SUBJECT: Atomic Absorption Spectrometer System Purchase Authorization

RECOMMENDATION:

That Council find it in the City's best interest to waive the formal bidding process, as authorized by Municipal Code Section 4.52.070(L), and authorize the City General Services Manager to issue a Purchase Order in the amount of \$40,721 for the purchase of an atomic absorption spectrometer, PinAAcle™ 900F flame main module controller with WinLab™ 32 elemental lamps and extended warranty to Perkin Elmer® Health Science, Inc.

DISCUSSION:

The City's Water Resources Laboratories produce and provide laboratory analytical data and related services for drinking water, groundwater, wastewater, pretreatment, recycled water, biosolids, and creeks. The majority of the laboratory analyses are for regulatory compliance programs and treatment process control.

The laboratory utilizes an atomic absorption spectrometer for a large portion of its water-based analyses. This spectrometer is a sophisticated computer-controlled instrument that is used for water and wastewater sample analysis of trace elemental metals. The spectrometer passes light through a sample and measures how much light of a specific wavelength is absorbed by the sample.

The current laboratory atomic absorption (AA) spectrometer system (Perkin Elmer® *AAnalyst*™ 300) has been in operation since 1997 for analysis of inorganic trace and elemental metals for drinking water and wastewater samples. This testing equipment has reached its useful life because of outdated technology, increased maintenance costs, and unavailability of component replacement parts. Additional analyses required to be run on the spectrometer have increased as a result of the Ortega Well Treatment Plant becoming operational. The spectrometer must be reliable and operate with a minimum of downtime in the coming years to ensure water and wastewater quality tests can be conducted efficiently for regulatory reporting purposes.

Since all of our inorganic trace metal measurement equipment is manufactured by Perkin Elmer® Health Science, Inc., it is most practical, efficient, and cost effective to purchase the spectrometer. Perkin Elmer® Health Science, Inc., has been providing maintenance to the existing system since 1997 and is familiar with our operational use of the equipment. Continued use of a Elmer Perkins AA spectrometer will also allow for the exchange of parts common to other Elmer Perkins laboratory equipment the City already owns.

Staff recommends waiving the competitive bidding process and purchasing the atomic absorption spectrometer from Perkin Elmer because [it is](#) the only company that can provide [a new unit](#) compatible with our existing water laboratory's [equipment](#).

BUDGET/FINANCIAL INFORMATION:

Expenditures for the atomic absorption spectrometer system were anticipated and have been budgeted in the Water and Wastewater Laboratories operating funds.

PREPARED BY: Chris Toth, Wastewater System manager/LC/mh

SUBMITTED BY: Rebecca Bjork, Acting Public Works Director

APPROVED BY: City Administrator's Office



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: January 28, 2014

TO: Mayor and Councilmembers

FROM: Engineering Division, Public Works Department

SUBJECT: Right Of Entry For The Possession And Use Of Real Property, Interim Vacancy Agreement, And Reimbursement Agreement At 13 East Cabrillo Boulevard For The Cabrillo Boulevard Bridge Replacement Project

RECOMMENDATION: That Council:

- A. Adopt, by reading of title only, A Resolution of the Council of the City of Santa Barbara Authorizing the Acting Public Works Director to Accept and Execute a Right of Entry For The Possession and Use of Certain Real Property Located at 13 (Otherwise Known as 15) East Cabrillo Boulevard (Assessor's Parcel No.: 033-111-012), 21 Helena Avenue (Assessor's Parcel No.: 033-111-004), and 6 State Street (Assessor's Parcel No.: 033-111-011), and Such Other Agreements and Related Documents as May Be Required, all Relating to the Cabrillo Boulevard Bridge Replacement Project; and Consenting to the Recordation of a Memorandum of Right of Entry in the Official Records, County of Santa Barbara; and
- B. Authorize the Acting Public Works Director to Execute an Interim Vacancy Agreement, Reimbursement Agreement and Related Documents, subject to approval as to form by the Acting City Attorney, that may be required regarding certain real property located at 13 (otherwise known as 15) East Cabrillo Boulevard (Assessor's Parcel No.: 033-111-012) and 21 Helena Avenue (Assessor's Parcel No.: 033-111-004), all relating to the Cabrillo Boulevard Bridge Replacement Project.

DISCUSSION:

The Cabrillo Boulevard Bridge Replacement Project (Project) involves the replacement of the structurally deficient bridge over Lower Mission Creek which requires the removal of a portion of the restaurant building located at 13 (otherwise known as 15) East Cabrillo Boulevard. The Project is part of the grant-funded Federal Highway Administration Bridge Program (FHWA Bridge Program) with engineering and real

property oversight provided to the City through the California Department of Transportation (Caltrans).

On October 15, 2013, the City made a written offer to the Property Owner, to purchase certain permanent and temporary construction easements over 6 State Street (APN: 033-111-011), 13 (otherwise known as 15) East Cabrillo Boulevard (APN: 033-111-012), and 21 Helena Avenue (APN: 033-111-004), which temporary and permanent easements are necessary for flood control purposes and for the City to construct the Project. The offer was based on the City's determination of Just Compensation supported by the fee appraisal report prepared for the City. While the Property Owner did not accept the City's offer, the parties are engaged in negotiations regarding the final compensation to be paid the Owner.

Right of Entry Agreement:

Obtaining legal possession and use of the real property is on the critical path for the construction of the Project to begin as scheduled in the fall of 2014. A legal mechanism to obtain the necessary possession and use of the real property from the Property Owner is through a Right of Entry Agreement. The Right of Entry enables the City to apply to Caltrans for the Right of Way Certification which is required to bid the project, proceed with construction and obtain funding during the time that the parties are negotiating the final compensation. The acceptance and execution of the Right of Way Agreement requires authorization and approval by Council.

The proposed Resolution will authorize the execution of the Right of Entry by the Acting Public Works Director on behalf of the City and the recordation of the Memorandum of Right of Entry.

Interim Vacancy Agreement:

The property located at 13 (otherwise known as 15) East Cabrillo Boulevard (APN: 033-111-012) and 21 Helena Avenue (APN: 033-111-004), was under lease by Rusty's Pizza Parlor, Inc. (Lessee) up through January 13, 2014. The Lessee had previously been notified by the City that it would need to vacate the leased premises at some time in early January 2014 to accommodate the Project schedule. It is in the City's best interest to have the premises remain vacant in preparation for the commencement of the Project construction. The mechanism to do so is by entering into an Interim Vacancy Agreement with the Property Owner. Under this agreement, the City would pay the Property Owner the rental amount that the Property Owner had been receiving under the former lease agreement. In this case, the monthly rent was approximately \$14,000 per month resulting in \$115,000 to be paid over the anticipated eight month period until Project construction commences. This payment is reimbursable at 88.53 percent to the City through the FHWA Bridge Grant Program.

Once construction begins, the Property Owner will be compensated for use of the Property at the fair market rate, as supported by an appraisal, under a Temporary Construction Easement. Reimbursement Agreement:

In consideration for granting the City the Right of Entry onto its Property and agreeing to the Interim Vacancy Agreement, the Property Owner has requested that the City pay what it considers to be the fair market monthly rental value for the Property during the interim vacancy period. The tenant had been on a month-to-month lease paying below market rent for the lease for several years. The Property Owner maintains that the below market rental was caused by the continuing uncertainties with regard to the Project. The City's appraisal supports that the fair market rent of the Property is higher than the amount paid by the tenant. The difference is approximately \$9,000 per month. Once the Project is underway and the Temporary Construction Easement becomes operative, the Property Owner will be compensated at the fair market value for the temporary use of the Property. Under the current proposal, the Property Owner will begin to receive payment of the fair market rent approximately eight months before the Temporary Construction Easement commences.

The Property Owner has also requested the reimbursement of certain expenses it has incurred due to the complexity of addressing the Project. Obtaining the Right of Entry and Interim Vacancy Agreement is necessary in order to keep the Project on the critical funding path and enable Project construction to coordinate with several other major construction activities occurring on lower State Street. In order to obtain the Right of Entry and Interim Vacancy Agreement, staff recommends compensating the Property Owner for the rental differential as noted above and reimbursing the Property Owner for certain expenses it incurred. Staff will request Caltrans reimbursement for these items of additional compensation. The terms of the proposed Reimbursement Agreement are subject to approval by the Acting City Attorney.

The City will continue to negotiate with the property owner in an effort to reach agreement on the overall compensation and final purchase price to acquire the permanent easements and temporary construction easements. When the parties reach agreement on the compensation, including the purchase price, Staff will return to Council to authorize the execution of the acquisition agreement and acceptance of the easement deeds.

BUDGET/FINANCIAL INFORMATION:

The City and Property Owner are currently in negotiations on the final compensation including the purchase price for the easements. FHWA Bridge Program funds should reimburse the City for 88.53 percent of the Project costs with the remaining 11.47 percent being the City's responsibility. Some of the extraordinary costs, as provided in the Reimbursement Agreement, may not be fully reimbursed from the FHWA funds but are considered necessary by staff in order to obtain the Right of Entry and keep the

Council Agenda Report
Right Of Entry For The Possession And Use Of Real Property, Interim Vacancy
Agreement, and Reimbursement Agreement At 13 East Cabrillo Boulevard For The
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Project on the critical funding and construction path for Fall 2014. There are sufficient appropriated funds in the Streets Capital Funds to cover these expenses.

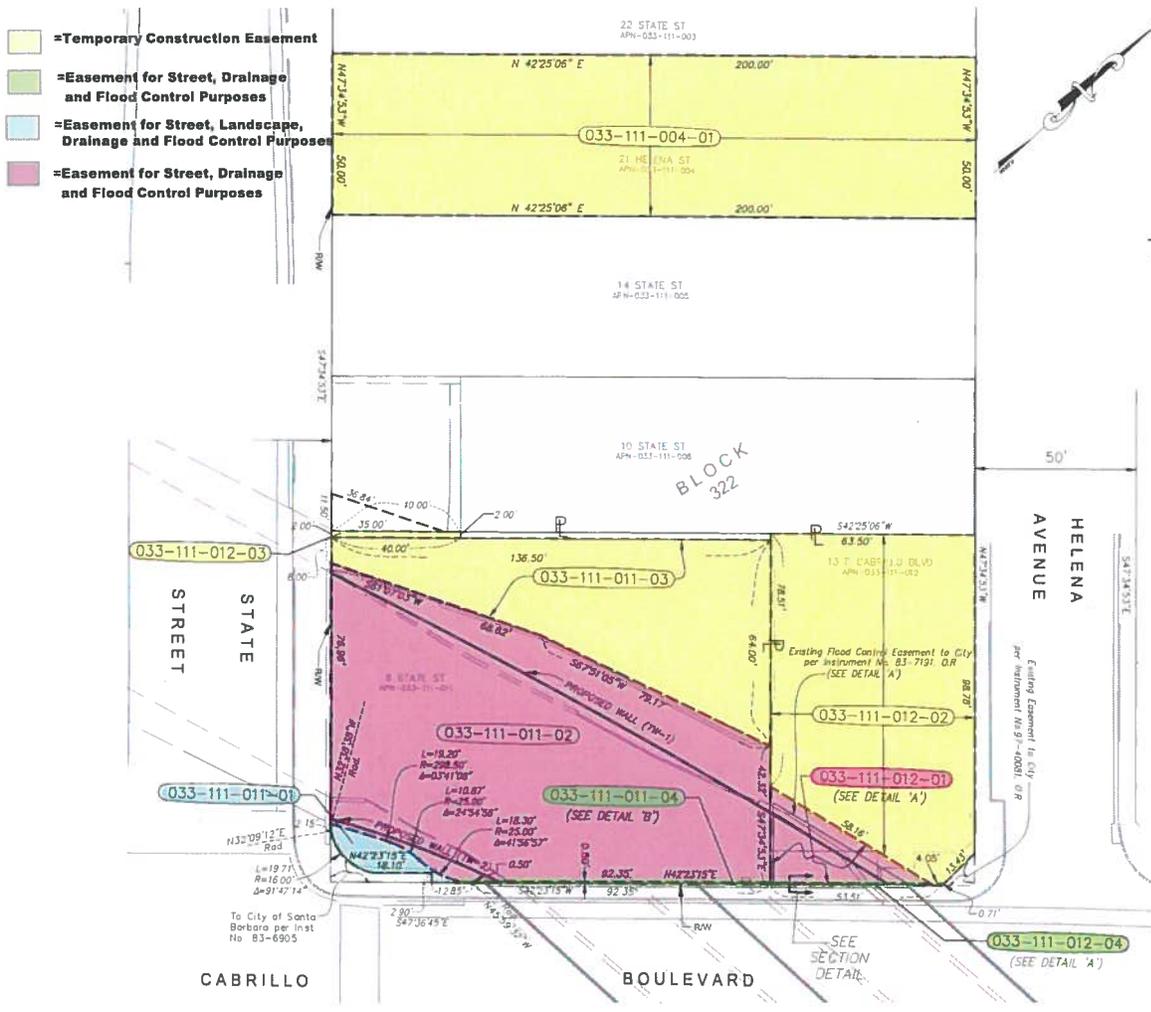
ATTACHMENT(S): 1. Parcel Map
 2. Parcel Identification Table

PREPARED BY: Pat Kelly, Assistant Public Works Director/City
 Engineer/MAW/sk

SUBMITTED BY: Rebecca Bjork, Acting Public Works Director

APPROVED BY: City Administrator's Office

PARCEL MAP



PARCEL IDENTIFICATION TABLE

PARCEL NO.	GRANTOR	AREAS		REMARKS
		REQUIRED (S.F.)	TOTAL PROPERTY (S.F.)	
033-111-011-01	CASTAGNOLA HUNTER, et al.	273	14,446	EASEMENT FOR STREET, LANDSCAPE, FLOOD CONTROL & DRAINAGE PURPOSES
033-111-011-02	"	9,531		EASEMENT FOR STREET, FLOOD CONTROL & DRAINAGE PURPOSES
033-111-011-03	"	4,596		TEMPORARY CONSTRUCTION EASEMENT
033-111-011-04	"	46		EASEMENT FOR STREET, FLOOD CONTROL & DRAINAGE PURPOSES
033-111-012-01	"	745	7,182	EASEMENT FOR STREET, FLOOD CONTROL & DRAINAGE PURPOSES
033-111-012-02	"	6,087		TEMPORARY CONSTRUCTION EASEMENT
033-111-012-03	"	80		TEMPORARY CONSTRUCTION EASEMENT
033-111-012-04	"	27		EASEMENT FOR STREET, FLOOD CONTROL & DRAINAGE PURPOSES
033-111-004-01	"	10,000	10,000	TEMPORARY CONSTRUCTION EASEMENT

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF SANTA BARBARA AUTHORIZING THE ACTING PUBLIC WORKS DIRECTOR TO ACCEPT AND EXECUTE A RIGHT OF ENTRY FOR THE POSSESSION AND USE OF CERTAIN REAL PROPERTY LOCATED AT 13 (OTHERWISE KNOWN AS 15) EAST CABRILLO BOULEVARD (ASSESSOR'S PARCEL NO.: 033-111-012), 21 HELENA AVENUE (ASSESSOR'S PARCEL NO.: 033-111-004), AND 6 STATE STREET (ASSESSOR'S PARCEL NO.: 033-111-011), AND SUCH OTHER AGREEMENTS AND RELATED DOCUMENTS AS MAY BE REQUIRED, ALL RELATING TO THE CABRILLO BOULEVARD BRIDGE REPLACEMENT PROJECT; AND CONSENTING TO THE RECORDATION OF A MEMORANDUM OF RIGHT OF ENTRY IN THE OFFICIAL RECORDS, COUNTY OF SANTA BARBARA

WHEREAS, a proposed project is currently undergoing final design for the City of Santa Barbara (City) to replace the existing bridge at Cabrillo Boulevard and Mission Creek due to its age, increasingly deteriorated condition, and limited flood control capacity, with anticipated reimbursement of a significant portion of the City's associated costs using funding provided by the United States Department of Transportation, Federal Highway Administration (FHWA), as administered by California Department of Transportation (Caltrans);

WHEREAS, the bridge replacement project requires the purchase by the City of several permanent easements for street, bridge, drainage, and flood control purposes, along with several temporary construction easements, on the real property commonly known as 13 (otherwise known as 15) East Cabrillo Boulevard (Santa Barbara County Assessor's Parcel Number (APN)): 033-111-012), 21 Helena Avenue (APN: 033-111-004), and 6 State Street (APN: 033-111-011), due to the property's location immediately adjacent to the existing bridge and the proposed new Cabrillo Boulevard bridge at Mission Creek;

WHEREAS, as authorized by FHWA and Caltrans, the respective permanent easements and temporary construction easements have been valued, and in accordance with applicable laws and guidelines, subject to final approval by the Council of the City of Santa Barbara, a written offer and required valuation summaries and agreement have been delivered to the Property Owner;

WHEREAS, the City desires to protect the project construction schedule and federal participation funding;

WHEREAS, the City desires to accept that certain Right of Entry offered by the Property Owner for legal possession and use of the property for the purposes of obtaining a Right of Way Certification from Caltrans to be able to advertise and award the bid to construct the bridge;

WHEREAS, this Resolution will provide authorization by the Council of the City of Santa Barbara for the Acting Public Works Director to accept and execute the Right of Entry with the Property Owner; and

WHEREAS, this Resolution will demonstrate intent by the Council of the City of Santa Barbara to accept and execute the Right of Entry without further action or subsequent resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SANTA BARBARA AS FOLLOWS:

SECTION 1. The Acting Public Works Director is hereby authorized by the Council of the City of Santa Barbara to accept and execute the Right of Entry.

SECTION 2. The City of Santa Barbara hereby consents to the acceptance and execution of the Right of Entry.

SECTION 3. The City of Santa Barbara hereby consents to the recordation by Chicago Title Company, 1101 Anacapa Street, Santa Barbara, CA 93101, (805) 963-8661 of the Memorandum of Right of Entry.

SECTION 4. This Resolution shall become effective immediately upon its adoption.

**CITY OF SANTA BARBARA
JOINT CITY COUNCIL/SUCCESSOR AGENCY
TO THE CITY OF SANTA BARBARA
REDEVELOPMENT AGENCY
AGENDA REPORT**



AGENDA DATE: January 28, 2014

TO: City Councilmembers
Successor Agency Members

FROM: Administration Division, Parks and Recreation Department

SUBJECT: Contract Services And Playground Equipment In The Amount Of \$82,290 For The Bath/Ortega Pocket Park

RECOMMENDATION: That Council and the Successor Agency:

- A. Authorize the City Administrator and the Executive Director to execute a contract between the Successor Agency and the City of Santa Barbara Parks and Recreation Department in the amount of \$27,290 for project design and management services, and approve expenditures of up to \$5,000 for City land development permits; and
- B. Authorize the General Services Manager to restrict competition and issue two purchase orders for a total not-to-exceed amount of \$50,000 to International Play Equipment Manufacturers Association, certified vendors that meet the City's qualifications for playground equipment and fall surfacing.

DISCUSSION:

Project Description

The purpose of the project is to design and install a small pocket park for West Downtown neighborhood families with small children. Located in a high density residential neighborhood at the corner of Bath and Ortega Streets, the project site is only 2,700 square feet. The proposed pocket park includes the installation of a playground for two to five-year old children, a walking path, lighting (two pole lights), fencing, landscaping, irrigation, and site amenities including a children's table, benches, trash cans, and signage. The playground, including the required surrounding safety area, will require approximately 1,000 square feet of the project site. The site would be

fenced using decorative iron similar to the fence at Parque de Los Niños in the lower Westside neighborhood. The park will have two entrances, one on Ortega and the second one on Bath Street. Park lighting will be City standard and match existing street lighting.

The project concept is based on a number of factors including: the need for a safe park design, lack of existing play areas for young children, and the need for additional park space in a higher density neighborhood. The project concept will be further evaluated and revised through neighborhood outreach initiatives and review by the Parks and Recreation Commission and Neighborhood Advisory Council. Since the project site is very small, it is not appropriate for more active use. The goals of the project are to enhance the neighborhood and provide safe recreation opportunities.

Contract Services

The proposed contract between the Successor Agency and the City provides that the City's Parks and Recreation Department will provide contract services for project development which is organized into three phases: 1) neighborhood outreach and final project concept; 2) project design and design review, and 3) project construction.

Staff recommends that the City Council and the Successor Agency authorize the City Administrator and the Executive Director to execute a contract to be administrated by the Parks and Recreation Department in the amount of \$27,290 for project management, outreach, design and construction oversight, and approve expenditures of up to \$5,000 for land development permits. Department staff is qualified to manage and implement the proposed project within the project schedule.

Staff recommends that the Successor Agency authorize the General Services Manager to restrict competition and issue two purchase orders for a total not-to-exceed \$50,000 to International Play Equipment Manufacturers Association (IPEMA) certified vendors that meet the City's qualifications for playground equipment and fall surfacing. The Department only purchases playground equipment from vendors that are IPEMA certified. The playground equipment will be selected once the park design is complete. The selection of a specific style of play equipment may result in one or two sole source purchase orders.

Due to an eight-week lead time for fabrication, the Department pre-orders playground equipment and fall surfacing prior to the award of any project construction contract. The Department will return to the Successor Agency with a recommendation to approve construction funding and contracts once the project design is complete.

FUNDING

On December 17, 2013, the Successor Agency approved funding of \$247,760 for design and construction of this project from the 2001 and 2003 Redevelopment Agency Bond Funds. The Oversight Board to the Successor Agency authorized funding the project on the 13-14B (January 1, 2014 through June 30, 2014) Recognized Obligation Payment Schedule which was approved by the California Department of Finance on November 13, 2013.

The following table summarizes all estimated project design costs, construction contract funding, and other project costs.

Total Project Budget

Item	Amount
Project Management, Design, and Construction (City)	\$27,290
Land Development Permits	\$5,000
Playground Equipment and Surfacing	\$50,000
<i>Subtotal</i>	\$82,290
Construction	\$153,600
Construction Contingency	\$11,870
<i>Subtotal</i>	\$165,470
Total	\$247,760

SUSTAINABILITY IMPACT

Public parks in residential neighborhoods provide recreation opportunities for area families and contribute to community quality of life.

PREPARED BY: Jill E. Zachary, Assistant Parks and Recreation Director

SUBMITTED BY: Nancy L. Rapp, Parks and Recreation Director

APPROVED BY: City Administrator's Office



**CITY OF SANTA BARBARA
JOINT CITY COUNCIL/SUCCESSOR AGENCY
TO THE CITY OF SANTA BARBARA
REDEVELOPMENT AGENCY
AGENDA REPORT**

AGENDA DATE: January 28, 2014

TO: City Councilmembers
Successor Agency Members

FROM: Engineering Division, Public Works Department

SUBJECT: Contract For Construction Of The Temporary Relocation Of The 911
Call Center

RECOMMENDATION: That the City Council and Successor Agency:

- A. Authorize the City Administrator and Executive Director to execute a contract between the Successor Agency and the City of Santa Barbara Public Works Engineering Division in the amount of \$204,480 for project management and inspection services, and approve expenditures of up to \$20,000 for extra services that may result from necessary changes in the scope of work; and
- B. Authorize the City Administrator and Executive Director to execute a contract between the Successor Agency and the City of Santa Barbara Public Works Facilities Division in the amount of \$40,000 for moving services, electrical, radio, telephone, and building support services, and approve expenditures of up to \$4,000 for extra services that may result from necessary changes in the scope of work.

RECOMMENDATION: That the Successor Agency:

- A. Award and authorize the Executive Director to execute a contract with Sigma Services, Incorporated, in their low bid amount of \$927,117 for construction of the temporary relocation of the 9-1-1 Call Center and approve expenditures up to \$92,711 to cover any cost increases that may result from contract change orders for extra work and differences between estimated bid quantities and actual quantities measured for payment of Bid No. 3651;
- B. Authorize the Executive Director to execute a contract with NewTel Consulting, LLC, in the amount of \$585,671 for systems integration services, including planning and installation of communications and information technology systems,

and approve expenditures of up to \$87,850 for extra services that may result from necessary changes in the scope of work; and

- C. Authorize the Executive Director to execute a contract with Leach Mounce Architects in the amount of \$66,050 for design support during construction, and approve expenditures of up to \$6,600 for extra services that may result from necessary changes in the scope of work.

DISCUSSION:

PROJECT DESCRIPTION

On June 28, 2011, Council received and accepted a report that outlined the recommendations of the Ad Hoc Council Subcommittee on the Police Station Building, concerning the fate of the current Police Station. One of those recommendations included exploring options for moving the 9-1-1 Call Center (9-1-1) to a better interim location until a long term plan to address the Police Station building could be implemented. The recommendations were the result of a structural evaluation that raised concerns about the buildings seismic performance during a major earthquake.

After review of City owned facilities, the Granada Garage Office Building (Granada) was determined to be the best temporary location for the 9-1-1 Call Center. The Granada is one of the City's newest buildings, offering a back-up generator, sufficient parking, access to fiber optic communication, close proximity to the current Police Station, and newer building systems which can more easily be modified to meet the stringent demands of a 9-1-1 call center. In addition, the building's seismic performance is significantly more robust than the current 9-1-1 location. However, it must be noted that the move to the Granada is only temporary since the building does not meet the most stringent seismic requirements set by the State for housing a 9-1-1 call center. It is anticipated that the Granada's 9-1-1 Call Center would remain in this temporary location until a long term plan to address the Police Station could be implemented.

On March 12, 2013, Council approved a contract for final design services for interior improvements to the Granada for the Temporary Relocation of the 9-1-1 Call Center, at a total cost of \$277,942 paid from the General Fund. These services also included the initial planning for the relocation of all 9-1-1 Call Center equipment that is necessary to completely move operations to the Granada.

The interior improvements and relocation and installation of the Call Center Data will be funded from Redevelopment Agency unexpended bond proceeds. The Successor Agency will contract for this work and the City, through a contract with the Successor Agency, will manage the project.

The work consists of making interior improvements to the Granada's second floor to accommodate both the Environmental Services Division, which is currently located in that area, and the 9-1-1 Call Center. The 9-1-1 Call Center relocation entails building an entirely new communication system to support the 9-1-1 operations. This aspect is

among the most complicated, as the 9-1-1 Call Center relies on numerous forms of communication to manage emergency responses.

The 9-1-1 Call Center relocation is a delicate and complex project that must be completed without disruption to service. Due to the unique nature and skill set of this project, the work has been broken into two main elements based on industry specializations. The interior improvements to the Granada building will be done by a general building contractor accustomed to building improvements, including electrical, heating and air conditioning, fire suppression, structural modifications, framing and drywall. The relocation and installation of the Call Center Data and Communication equipment will be done by a Systems Integration contractor whose specialized team is familiar with the intricacies of 9-1-1 Call Center setup and operations. Staff feels breaking this work up into these two elements ensures that the best contractors are working in their field of expertise.

CONTRACT BIDS

A total of five bids were received for the interior improvements, ranging as follows:

	BIDDER	BID AMOUNT
1.	Sigma Services, Incorporated Ventura, CA	\$927,117
2.	Diani Building Corporation Santa Maria, CA	\$963,000
3.	Frank Schipper Construction Company Santa Barbara, CA	\$992,500
4.	GRD Construction Ventura, CA	\$1,010,101
5.	McGillivray Construction, Incorporated	\$1,092,000

The low bid of \$927,117, submitted by Sigma Services, Incorporated (Sigma), is an acceptable bid that is responsive to and meets the requirements of the bid specifications.

The change order funding recommendation of \$92,711, or 10 percent, is typical for a project of this nature.

Staff recommends that the Successor Agency authorize the Executive Director to execute a contract with Sigma in the amount of \$927,117 for the interior improvements and approve expenditures of up to \$92,711 for extra services that may result from necessary change orders.

CONSTRUCTION PHASE CONTRACT SERVICES

Staff recommends that the Successor Agency authorize the Executive Director to execute a contract with NewTel Consulting, LLC (NewTel), in the amount of \$585,671 for systems integration services, including planning and installation of communications and information technology systems, and approve expenditures of up to \$87,850 for extra services that may result from necessary changes in the scope of work. City staff rated Newtel as the highest qualified firm based on interviews and the proposals received in response to the City's Request for Proposal (RFP).

Staff recommends that the Successor Agency authorize the Executive Director to execute a contract with Leach Mounce Architects (LMA) in the amount of \$66,050 for design support services during construction, and approve expenditures of up to \$6,600 for extra services that may result from necessary changes in the scope of work. LMA was initially selected through an RFP process and successfully designed the subject project.

PROJECT MANAGEMENT

Staff recommends that the City Council and Successor Agency authorize the City Administrator and Executive Director to enter into a contract in the amount of \$204,480 for City Engineering Division project management and inspection services, and approve expenditures of up to \$20,000 for extra services that may result from necessary changes in the scope of work. Engineering Division staff is qualified and has the resources to manage and inspect the construction of the subject project.

Staff recommends that the City Council and Successor Agency authorize the City Administrator and Executive Director to enter into a contract in the amount of \$40,000 for City Facilities Division relocation services and coordination efforts and approve expenditures of up to \$4,000 for extra services that may result from necessary changes in the scope of work. Facilities staff is both qualified and has the resources to relocate Environmental Services to their temporary office space, provide electrical, radio, telephone, and building support services and coordination efforts to return Environmental Services to their new space at the completion of the project.

Staff recommends that the Successor Agency also authorize the General Services Manager to issue a purchase order for up to \$20,000 to the lowest responsive bidder for office furniture required in the new space for Environmental Services.

FUNDING

On December 17, 2013, the Successor Agency approved funding of \$2,280,000 for construction of this project from the 2001 and 2003 Redevelopment Agency Bond Funds. The Oversight Board to the Successor Agency authorized funding for the project on the 13-14B (January 1, 2014 through June 30, 2014) Recognized Obligation Payment Schedule which was approved by the California Department of Finance on November 13, 2013.

The following summarizes the expenditures recommended in this report:

CONSTRUCTION CONTRACT FUNDING SUMMARY

	Basic Contract	Change Funds	Total
Sigma	\$927,117	\$92,711	\$1,019,828
NewTel	\$585,671	\$87,851	\$673,522
LMA	\$66,050	\$6,600	\$72,650
Engineering	\$204,480	\$20,000	\$224,480
Facilities	\$40,000	\$4,000	\$44,000
TOTAL RECOMMENDED AUTHORIZATION			\$2,034,480

The following summarizes all Project design costs, construction contract funding, and other Project costs:

ESTIMATED TOTAL PROJECT COST

**Cents have been rounded to the nearest dollar in this table.*

Design (by Contract)	\$134,942
Other Design Costs (Permits, Misc.)	\$18,000
Project Management (by City Staff)	\$125,000
Subtotal	\$277,942
Construction Contract w/ Change Order Allowance	\$1,019,828
System Integrator Contract w/ Extra Services Allowance	\$673,522
Facilities Support Contract w/Extra Services Allowance (by City Facilities Staff)	\$44,000
Office Furniture	\$20,000
Relocation and Miscellaneous Expenses	\$15,000
Subtotal	\$1,772,350
Construction Management/Inspection Contract w/ Extra Services Allowance (by City Engineering Staff)	\$224,480
Design Support Services during Construction w/ Extra Services Allowance (by Contract)	\$72,650
Subtotal	\$297,130
TOTAL PROJECT COST	\$2,347,422

SUSTAINABILITY IMPACT:

The interior improvements to the Granada will be consistent with green building standards and the City's policies for energy conservation, recycled materials, and waste prevention.

PREPARED BY: Joshua Haggmark, Acting Water Resources Manager/EM/mj

SUBMITTED BY: Rebecca Bjork, Acting Public Works Director

APPROVED BY: City Administrator's Office



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: January 28, 2014

TO: Mayor and Councilmembers

FROM: City Administrator's Office

SUBJECT: Introduction Of Ordinance For The 2013-2016 General Unit Memorandum of Understanding

RECOMMENDATION:

That Council ratify the Memorandum of Understanding between the City and the Santa Barbara City Employees' Association, Local 620, Service Employees' International Union, for the period of October 1, 2013, through September 30, 2016, by introduction and subsequent adoption of, by reading of title only, An Ordinance of the Council of the City of Santa Barbara Adopting the 2013-2016 Memorandum of Understanding Between the City of Santa Barbara and the Santa Barbara City Employees' Association (General Unit) and Providing for Compensation Changes for Confidential Employees.

DISCUSSION:

On December 19, 2013, negotiators from the City and the General bargaining unit reached a tentative three-year labor agreement in accordance with Council parameters. The agreement was ratified by the bargaining unit membership on January 15, 2014.

Under the agreement, employees will receive the following across-the-board salary increases.

Fiscal Year	Effective Date	Amount
2014	October 5, 2013	2.0%
	April 5, 2014	0.5%
2015	October 4, 2014	2.0%
2016	October 3, 2015	2.5%
	January 9, 2016	0.5%

Certain classifications will also receive special adjustments in the first two years of between 2% and 5% in order to address identified market and internal alignment inequities. The City has agreed to conduct a labor market compensation survey before the third year of the agreement and to reopen negotiations over whether and how to address any additional market inequities identified at that time.

After the 2013 vacation cash out (which has already occurred), the annual cash-out benefit will be eliminated, as it has been for other labor groups; there will be one final cash-out of a maximum of 50 hours in December 2014. The vacation accrual cap will be increased by 40 hours. There will also be a \$30 per month increase to the City's maximum contribution toward medical insurance effective January 1, 2015.

Other provisions of the new MOU include: a reduction in the service requirement to receive a retirement medical contribution (still at \$9.65 per month per year of service) from 15 years to 10 years; elimination of the annual tool allowance for golf course employees and an increase of \$15 per year for motor pool employees receiving this allowance; reinstatement (in Fiscal Year 2015) of the Educational Reimbursement program to allow employees to apply for up to \$1000 per year reimbursement of the cost of pursuing job related degrees, certifications, or training on the employee's own time (the program has been suspended for several years); clarification of the rules for job announcements, logging work time, shift differential, and holiday closures; and other minor and administrative agreements.

Finally, a labor/management task force will be established to meet monthly in the second year of the agreement to focus on joint collection of factual information related to the pros and cons of establishing a combined Paid Time Off ("PTO") benefit to replace current existing vacation, holiday and/or sick leave benefits. The group will also explore the implications of the Affordable Care Act and discuss the pros and cons of making related changes to the existing health premium contribution structure. The purpose of these meetings will simply be to gather information and discuss options, and not necessarily to make any changes.

Non-supervisory confidential employees gave up their vacation cash out several years ago and received an increase to their medical insurance contribution. Staff is recommending that the same salary and benefit increases provided to General Unit employees under this agreement also be extended to confidential employees, with the exception of the \$30 increase to medical insurance and the final vacation cash out, as these benefits have already been adjusted.

BUDGET/FINANCIAL INFORMATION:

The cost of the General Unit agreement in Fiscal Year 2014 is estimated to be \$241,338 to the General Fund, \$504,554 Citywide. The Fiscal Year 2014 operating budget already included the 2% October 2014 increase. It is anticipated that departments will be able to absorb the 0.5% April 2014 increase in their existing budgets, which will be offset by elimination of the cash out benefit in Fiscal Year 2015 and thereafter. The special salary adjustments to select positions will also likely be absorbed by departments. Staff will return later in the year if any related adjustments need to be made to the Fiscal Year 2014 budget.

The ongoing cost of the three-year agreement, net of savings due to the elimination of the unbudgeted vacation cash out benefit, will be \$2,539,762 to the General Fund, and about \$1,214,357 Citywide.

The additional cost to reinstate the Educational Reimbursement Program citywide will be \$45,000 per year, which will be included in the Human Resources training budget for Fiscal Year 2015.

SUBMITTED BY: Kristine Schmidt, Acting Administrative Services Director

APPROVED BY: City Administrator's Office

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SANTA BARBARA ADOPTING THE 2013-2016 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SANTA BARBARA AND THE SANTA BARBARA CITY EMPLOYEES' ASSOCIATION (GENERAL UNIT) AND PROVIDING FOR COMPENSATION CHANGES FOR CONFIDENTIAL EMPLOYEES.

THE CITY COUNCIL OF THE CITY OF SANTA BARBARA DOES ORDAIN AS FOLLOWS:

SECTION 1. The Memorandum of Understanding between the City of Santa Barbara and the Santa Barbara City Employees' Association, Local 620, Service Employees' International Union, effective as of October 1, 2013 and attached hereto and incorporated herein by reference as Exhibit "A" (hereinafter the "M.O.U.") is hereby adopted.

SECTION 2. The 2013-2016 Salary Plan Applicable to Unrepresented Non-supervisory Confidential Employees, effective October 1, 2013 and attached hereto and incorporated herein by reference as Exhibit "B", (hereinafter the "Confidential Salary Plan") is hereby approved.

SECTION 3. During the term of the M.O.U. and salary plan, the City Administrator is hereby authorized to implement the terms contained therein without further action by the City Council, unless such further action is explicitly required by state or federal law. This authorization shall include, but not be limited to, the authority to implement employee salary increases and changes to the salary schedule(s) that were adopted with the annual budget.

**2013-2016
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SANTA BARBARA
AND THE
SANTA BARBARA CITY EMPLOYEES' ASSOCIATION, LOCAL 620
SERVICE EMPLOYEES' INTERNATIONAL UNION**

THIS AGREEMENT IS ENTERED INTO AS OF _____ BETWEEN THE CITY OF SANTA BARBARA, HEREINAFTER REFERRED TO AS THE "CITY", AND THE SANTA BARBARA CITY EMPLOYEES' ASSOCIATION, LOCAL 620, SERVICE EMPLOYEES' INTERNATIONAL UNION, HEREINAFTER REFERRED TO AS "THE UNION".

Pursuant to Section 3.12 of the Municipal Code of the City of Santa Barbara and Section 3500 et. seq. of the Government Code, the duly authorized representatives of the City and the Union, having met and conferred in good faith concerning the issue of wages, hours, and terms and conditions of employment, as herein set forth, declare their agreement to the provisions of this Memorandum of Understanding.

FOR THE CITY:

FOR THE UNION:

Kristine Schmidt
Administrative Services Director (Acting)

Dave Harris
General Unit Chairperson

Jim Dewey
Facilities and Energy Manager

Norma Cervantes
Accounting Technician

Matt Fore
Environmental Services Manager

Brian Gronnebeck
Senior Building Inspector

Sarah Hanna
Recreation Programs Manager

Brad Klein
Maintenance Worker II

Christie Lanning
Human Resources Analyst

Stanley Macias
Painter

Aundray Richey
Sr. Streets Maintenance Worker

Lesley Torgeson
Network/Applications Analyst

Cynthia Goena
S.E.I.U., Local 620

Bruce Corsaw, Executive Director
S.E.I.U., Local 620

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1. BENEFITS - PERMANENT PART-TIME EMPLOYEES

a. Employees filling positions authorized by the City Council in the City's official list of authorized positions at 20 hours or more per week on a less than full time basis shall receive benefits as follows:

- i. Cafeteria plan contribution, medical contribution, dental contribution, vision contribution, holiday time, bilingual pay, and other benefits, equal to the percent of time regularly scheduled versus a regular work week rounded up to the nearest ten percent (10%), unless otherwise stipulated in this Agreement.
- ii. Vacation and sick leave equal to the percent of time worked versus a regular work week rounded up to the nearest ten percent (10%).

b. Notwithstanding the above, the City may create one or more hybrid "part-time/seasonal" Recreation Program Leader positions with Cafeteria plan contribution, medical contribution, dental contribution, vision contribution, and holiday benefits pro-rated at the regular part-time (PPT) level. These positions may be required to flex-up to full-time during the summer season without a corresponding increase in benefits. (Example: Employee works 25 hours per week year-round, qualifying for 70% benefits, and can be required to work 40 hours for the summer season without a benefit increase from 70%).

c. Employees already filling positions authorized by City Council in the official 2004-2005 Position and Salary Control Resolution at 20 hours or more per week on a less-than-full-time basis as of September 3, 2004 will continue to receive full-time health benefits (cafeteria plan contribution, medical contribution, dental contribution, and vision contribution).

2. BEREAVEMENT LEAVE

a. The bereavement leave policy shall be up to five (5) days leave with pay and shall include the following immediate family members: mother, father, brother, sister, spouse, child, grandparents by blood or marriage, grandchildren by blood or marriage, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, person standing in loco parentis (in place of the parents), and step family members. In addition to the immediate family members listed herein, an employee shall be eligible for up to five (5) days bereavement leave with pay for his/her domestic partner and the domestic partner's immediate family, as defined above. In order to receive this benefit, domestic partners must be registered with the City Clerk's office or the Secretary of State.

The intent of bereavement leave is to provide employees with adequate time to be with their immediate family during a period of anguish, whether it be at the time of death, preparation of funeral arrangements and/or to attend a funeral.

b. The parties agree that co-worker funeral attendance will be acceptable to the City upon Department Head approval consistent with maintenance of operations.

c. Though bereavement leave pay is not applicable, the City shall encourage departments to make reasonable efforts to allow employees to use accrued vacation, compensatory time, or personal leave to attend the funeral of an aunt, uncle, or cousin.

3. BILINGUAL SKILLS

a. The City and the Union agree to encourage employees to voluntarily develop bilingual skills in instances where the public contact nature of their jobs would make such skills valuable.

Any employee whose duty assignments require frequent and regular use of bilingual language skills in Spanish and in English with members of the public shall be designated by the Department Head in writing and said designation shall be approved by the Human Resources Manager, who shall test and certify the employees for language proficiency.

As used in this section, the phrase "regular and frequent" means at least several times in each working week. Designation of the bilingual language skill is restricted to the actual needs of the position. An employee's ability to read, write or speak Spanish occasionally or, incidental use of language skills in Spanish, or the use of bilingual skills other than for the purpose of meeting the requirements of the job shall not warrant a bilingual designation.

b. The City shall provide an updated list of designated employees at the Union's written request no more than once every six (6) months. In addition, the City shall provide a list of designated employees to the Union within 30 days of ratification of this MOU.

c. All employees designated for use of bilingual skills by their Department Head shall receive \$64.00 per pay period.

4. BULLETIN BOARDS

The City agrees to furnish space for Union-purchased bulletin boards of a reasonable size for posting of Union material. The specific locations of the bulletin boards shall be approved by the City and shall include but not be limited to the following work stations:

Bulletin Board Locations

- City Hall
- Main Library and Branches
- Street Division
- Golf Course Maintenance
- Public Works-Engineering
- Fire Dept. Station #1
- Airport Maintenance Shop
- Airport Administration Building
- Police Department
- Harbor Maintenance Shop
- Parks Department
- Water Resources Division-Yard
- ICS-Garage
- Wastewater Treatment Plant
- Recreation Department Administration Building
- Community Development

Other workstations may be added upon approval of the City by mutual agreement.

5. CAFETERIA PLAN

a. A flexible benefits plan known as a "125 Cafeteria Plan" and the "pre-tax advantage" provisions related to an employee's medical, dental, vision, psychological and supplemental life insurance premium contributions and flexible spending accounts within the meaning of Section 125(d) of the Internal Revenue Code shall be provided to employees. Each employee shall be eligible to allocate a discretionary amount of \$362.38 per month.

b. If medical, dental, and vision insurance plan selections exceed the cafeteria plan allocation, the City will pay the difference of these respective insurance premiums up to the amounts in the Medical Insurance, Dental Insurance and Vision Insurance sections of the Health Insurance article of this MOU; said excess premium payments cannot be applied to any other element of the cafeteria plan.

6. CHILD CARE

The City will provide a pre-tax salary reduction plan for employee dependent care needs in accordance with Section 129 of the Internal Revenue Code.

7. CITY RIGHTS AND EMPLOYEE RIGHTS

The parties agree that the City has an exclusive right to manage and direct the performance of services and work force performing such services unless the City has specifically delegated, abridged, or modified any such rights in this agreement. Such rights shall include but not be limited to the sole right to determine the organizational structure of the City, establish levels and types of services to be provided, determine the methods, means, and number of personnel by which operations are to be conducted, including sole authority to contract or subcontract for municipal services, and to exercise complete control and discretion over the technology of performing the City's work. The City retains complete authority over the policies and direction and administration of all City Departments including but not limited to standards and methods of selection for employment; promotion and performance evaluation; disciplinary action; relief of employees from duty because of lack of work or other legitimate reasons; maintenance of the efficiency of government operations; and determination of the content of job classifications consistent with applicable laws and with due regard for provisions of this agreement.

Employees represented by the Union shall have the right to form, join, and participate in the activities of the Union for the purpose of representation on all matters of employee relations. The City shall not interfere with, intimidate, restrain, coerce, or discriminate against employees because of their exercise of these rights.

8. DISABILITY RETIREMENT

a. An employee found either physically or mentally incompetent to perform his/her regular duties shall, if possible, be provided with the opportunity for transfer, promotion or demotion to a position for which he/she possesses the physical or mental competence, or other action pursuant to Federal or State law and/or City Charter.

b. An employee found not to be disabled within 90 days shall be reinstated with back pay and benefits to the date such pay and benefits ceased.

c. In no case shall an industrially injured employee be entitled to use sick leave benefits to postpone the effective date of retirement.

d. An employee eligible to retire for non-industrial disability shall be entitled to use sick leave benefits to extend the date the employee is first eligible to receive retirement benefits for up to a maximum of ninety (90) days.

9. DISCIPLINARY ACTION

The City may provide the option of forfeiture of vacation time in lieu of taking other disciplinary action pursuant to Charter Section 1007 and enabling ordinances.

10. DIVE SHIFT DIFFERENTIAL

a. Waterfront maintenance employees who are authorized and agree to assignment(s) by the department to conduct underwater dive operations in the performance of maintenance-related duties, will be eligible for dive shift differential for each shift that the employee performs dive operations.

b. Differential pay will be at an hourly rate equivalent to the graveyard shift differential. All time setting up dive equipment, performing safety checks, and donning and doffing dive gear (wetsuit, BCD, etc.) as authorized by management shall be considered dive operations on City paid time.

c. Divers must comply with all dive certification and safety rules promulgated by the City. An employee scheduled to perform dive operations may choose not to dive at any time, by notifying the employee's supervisor, if the employee has a concern that to do so would likely jeopardize the safety of themselves, a co-worker, or member of the public due to weather conditions or any other reason.

11. DOMESTIC PARTNERSHIP HEALTH BENEFITS

The City shall allow same sex and opposite sex domestic partners dependent coverage under the medical, dental, and vision plans. In order to receive this benefit, domestic partners must be registered with the City Clerk's office or the Secretary of State. The affected employee(s) shall be responsible for all tax consequences of this benefit.

12. DRESS CODES

It is agreed that employees recognize and will comply with standards of dress consistent with the positive representation of the City government through its employees and consistent with uniform requirements and safety policies established by the City. Failure to do so will result in an employee being directed to conform to the appropriate dress standard. The Department Head may issue written guidelines for dress that are consistent with the above standard for a work unit. Said guidelines will be given to new employees at the time of hire. The City will provide the Union with Department Dress Guidelines and, upon request, will meet and consult with Union over potential impacts to terms and conditions of employment.

13. DRUG AND ALCOHOL TESTING POLICIES

Employees with commercial driver's licenses in "safety sensitive" positions are subject to the City of Santa Barbara Drug and Alcohol Testing Policy Pursuant to Department of Transportation Regulations.

Employees not subject to the City Of Santa Barbara Drug And Alcohol Testing Policy Pursuant To Department Of Transportation Regulations are subject to pre-employment drug testing and post-accident drug and alcohol testing pursuant to the City of Santa Barbara Drug and Alcohol Testing Policy for General Unit Employees, attached hereto as Appendix D.

14. ENGINEER PROFESSIONAL REGISTRATION PAY

a. When the Department Head assigns an employee in the classification of Project Engineer I or Project Engineer II in the Public Works Engineering Division to maintain the ability to assume responsible charge for sealing City design projects by using his/her professional registration, that employee shall receive an additional 5.0% of his/her base salary. The employee must maintain a current California registration to remain eligible for such pay.

b. With the written approval of the City Administrator, based on the needs of the City, the Department Head may also assign such responsibility, with corresponding registration pay, to either:

- i. A Project Engineer I or Project Engineer II with current California registration as a professional engineer who is assigned to a Division other than the Engineering Division, or
- ii. An employee in a classification other than Project Engineer I or Project Engineer II with current California registration as a professional engineer.

c. City agrees to provide the union a list of employees receiving such pay upon the unions' request.

15. EQUAL EMPLOYMENT OPPORTUNITY

a. The City and the Union agree that the provisions of this agreement shall be applied equally to all employees covered herein without favor or discrimination because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, pregnancy, age, sexual orientation, political or religious affiliations, union membership, or military and veteran status.

b. The City and the Union agree to commit themselves to the goal of equal employment opportunity in all City services. Further, the Union agrees to encourage their members to assist in the implementation of the equal employment opportunity program.

c. Repeated discourteous treatment by any City employee of fellow coworkers may be reported to the supervisor or Human Resources. Such behavior, or retaliation against a coworker for reporting such behavior in good faith, may subject the employee to corrective action up to and including discipline.

d. Complaints may also be made under the terms of the Citywide Violence in the Workplace Policy (contained in the Injury and Illness Prevention Program) or the Non-discrimination and Harassment Policy, as appropriate.

16. FLEXIBLE STAFFING

The City may choose to flexibly staff classifications within any class series containing an entry and journey level position. Flexible staffing gives the City the ability to hire employees at the entry level or the journey level depending upon applicant qualifications and City staffing needs.

An official list of the flexibly staffed classifications shall be maintained by Human Resources. Classifications designated as flexibly staffed would not require an examination nor the establishment of an eligible list for an incumbent to promote from the entry level to the journey level classification. The City retains the exclusive right to determine if and when an employee may advance from the entry to the journey level.

Flexible staffing does not preclude the City from identifying certain positions that would be permanently assigned to the entry level for as long as their duties and responsibilities remain within the entry-level classification.

17. GRIEVANCES/DISPUTES

a. Grievances shall be defined as an alleged violation of this agreement or dispute regarding interpretations, application, or enforcement of this agreement or the City Charter, City ordinances, resolutions, and written policies related to personnel policies and working conditions. Grievances shall not include disagreements, disputes, or activities regarding or pertaining to examinations for employment or promotion, disciplinary action, performance evaluations, probationary terminations and items subject to meet and confer.

No act or activity which may be grievable may be considered for resolution unless a grievance is filed in accordance with the procedure contained herein within twenty (20) working days of the date the grievable activity occurred or the date the employee could reasonably have known such activity occurred.

b. The Union agrees that whenever investigation or processing of a grievance is to be transacted during working hours, only the amount of time necessary to bring about a prompt disposition of the matter will be utilized. At the City's discretion, time spent by City employees on the investigation and processing of grievances will be recorded on a form provided by management.

Stewards will be permitted reasonable time off with pay for the investigation and processing of grievances after first obtaining permission from his/her Department Head. Such permission will be granted promptly unless such absence would cause an undue interruption of work.

Upon entering a work location, the Steward shall inform the appropriate Department Head and supervisor of the nature of his/her business. An employee pursuing a grievance shall be granted permission to leave the job unless such absence would cause an undue interruption of work. If the employee cannot be made available, the Steward will be immediately informed when the employee will be made available.

- c. The parties agree that all grievances will be processed in accordance with the following procedure.

Step One

Any employee who has a grievance shall first try to get it settled through discussion with his/her immediate supervisor without undue delay. Every effort shall be made to find an acceptable solution at the lowest possible level of supervision.

Step Two

If after such discussion the employee does not believe the grievance has been satisfactorily resolved, he or she may file a formal appeal in writing to his/her Department Head within ten (10) working days after receiving the informal decision of his/her immediate supervisor.

The Department Head receiving the formal appeal shall render his/her written decision and comment to the employee within ten (10) working days after receiving the appeal.

Step Three

If, within ten (10) working days after receipt of the written decision of the Department Head the employee is still dissatisfied, he or she may request the services of a mediator from the State Mediation and Conciliation Service.

Step Four

If, within ten (10) working days after the mediation process has been completed, the employee is still dissatisfied he or she may file a written appeal of the decision of the Department Head to the City Administrator. The City Administrator shall review information provided by the employee, the decision of the Department Head, and suggestions or information provided by the Mediator. The City Administrator shall render his/her decision within twenty-five (25) working days after the appeal is filed. Except as provided under Step Five, below, the City Administrator's decision shall be considered final.

Step Five

Request for Arbitration:

If the grievant is not satisfied with the decision at Step Four, he/she may, within fifteen (15) working days after the decision is mailed by the City Administrator, and with the concurrence of the Union, submit a request in writing to the City to proceed to arbitration. The Union shall have the right to invoke the arbitration procedure on behalf of a class of employees. Arbitration shall be conducted in accordance with the rules and procedures delineated in this Article.

Selection of Arbitrator:

The parties shall make a good faith effort to select a mutually acceptable arbitrator from a designated list of available arbitrators. If they are unable to agree on an arbitrator within ten (10) days of the submission of the grievance to arbitration, the parties shall request a panel of experienced arbitrators from the California State Mediation and Conciliation Service. Each party shall alternately strike a name until only one name remains. The party who strikes first shall be determined by lot. By mutual agreement, the arbitration may be held under the Expedited Rules of the American Arbitration Association.

Unless the parties agree otherwise, a hearing shall be commenced within sixty (60) days from selection of the arbitrator.

Arbitrator's Authority:

Only those issues which directly relate to alleged violations of this Memorandum of Understanding or the City Charter, City ordinances, resolutions and written policies related to personnel policies and working conditions shall be subject to arbitration. In addition, matters for which a separate and comprehensive administrative process is available that provides a remedy no less complete than that provided in arbitration are not within the scope of this procedure. Examples of such comprehensive processes are: discrimination complaints covered by EEOC or DFEH, safety complaints under Cal OSHA and OSHA, workers' compensation matters, and Civil Service appeals. The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement, the City Charter or Ordinances, or the written

policies, rules, regulations or procedures of the City. The arbitrator however, may, in the course of determining the questions properly submitted to him/her, consider arguments and evidence based on external law.

Submission Agreement/Questions Regarding Arbitrability:

If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step. If any question arises as to the arbitrability of the grievance, such question shall be ruled upon by the arbitrator prior to hearing the merits of the grievance.

Hearing Procedure:

Except as indicated in this Article, the arbitration hearing shall be conducted in accordance with the Labor Arbitration Rules of the American Arbitration Association.

Decision:

After a hearing and an opportunity to present such closing arguments as may be appropriate, the arbitrator will make a reasonable effort to issue his/her decision within thirty (30) days after the conclusion of the hearing. The arbitrator's decision shall be in writing and set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The decision shall be final and binding on the parties.

Costs:

All costs for the services of the arbitrator, including, but not limited to, per diem expenses, travel and subsistence shall be shared equally by the parties. Any cost incurred to obtain the use of a hearing room shall be shared by the parties. All other costs shall be borne by the party incurring them.

d. The time limitations for filing and responding to grievances may be waived or extended by mutual agreement of the parties. If either party to the grievance so requests, an informal hearing shall be conducted at the Department Head or City Administrator appeal levels. Employees may be represented by counsel or other person at any stage in the grievance process.

e. Grievances which are general in character and which involve interpretation or application of this MOU or City policies or which involve matters requiring resolution outside the authority of the employee's Department Head shall be filed directly with the Assistant City Administrator who shall provide a written response within ten (10) working days.

An employee may appeal the response of the Assistant City Administrator. The employee's appeal shall be handled in accordance with the procedures beginning in step three above.

f. Disputes or complaints regarding open competitive or promotional examinations for employment shall be processed in accordance with the policy adopted by the City Administrator. The City shall consult with the Union prior to adopting or amending such policy.

g. Disputes or complaints regarding performance appraisals shall first be discussed with the individual who made the appraisal. An employee dissatisfied with the appraiser's response may discuss his/her complaint with the individual at the next higher level of supervision whose decision shall be final. An employee may be represented by counsel or other individual during these discussions.

18. HEALTH AND SAFETY

a. The City and the Union agree to abide by all provisions of the California Plan approved in accordance with the provisions of the Federal Occupational Safety & Health Act of 1970, and any applicable legislation as may be passed by the State of California to implement that plan. The City recognizes that it is the duty of management to make every reasonable effort to provide and maintain a safe place of employment. The Union will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their duties to be alert to unsafe practices,

equipment, and conditions and to report any such unsafe practices or conditions to their immediate supervisors. If such conditions cannot be satisfactorily remedied by the immediate supervisor, an employee has the right to submit the matter either personally or through the Steward to his/her Department Head or his/her designated representative. On any matter of safety that is not resolved, consultation will take place between management and Union representatives. Compliance with basic safety requirements will be part of each employee's performance evaluation criteria.

b. The City agrees to conduct a Safety Program on City time for the purpose of educating employees concerning the provisions of the Occupational Safety and Health Act as well as the City's safety policies. The Union agrees to support without qualification the City's Safety Program and will encourage its members to attend safety courses if required by the City and made available on City time. The City agrees that any safety courses the employees are required to take will be provided on City time with pay and that first aid training shall be provided to City designated employees in an on-duty status.

c. Both the City and the Union recognize the need and will strive to reduce the number of industrial injuries among the employees.

d. The parties agree that the City shall perform on-site safety inspections in major work sites at least once a year, and to hold regular safety meetings with departmental safety coordinators. It is further agreed that the City shall continue to maintain vehicles and equipment in a safe operating condition and that no employee will be penalized for refusing to use vehicles or equipment proven to be unsafe pursuant to State law.

e. In departments where regular safety meetings are conducted, if minutes of those meetings are taken, copies of those minutes shall be posted on departmental bulletin boards. Departmental stewards will be permitted to place items on the safety meeting agenda and to attend these meetings to explain those items.

f. The City shall comply with all State and federal requirements that pertain to the operation of computer equipment. In addition, as part of its commitment to making a reasonable effort to provide and maintain a safe place of employment the City shall review the Health and Safety implications of operating computer equipment.

g. Departments shall provide employees with access to current Safety Data Sheets (SDS) on substances with which unit employees work or come into contact. These documents shall be made available for inspection at any time through on-line computer access and in each department's Administrative Office during normal business hours.

19. HEALTH INSURANCES (MEDICAL, DENTAL, VISION)

a. **Medical Insurance**- The City agrees to provide an annual open enrollment to employees for medical insurance. The parties agree that the City will pay up to a maximum per employee per month as follows:

<u>Effective Date</u>	<u>Maximum Per Month Per Employee</u>
October 1, 2013	\$ 990.01
January 1, 2015	\$1,020.01

It is agreed that should the amount of subject premium be less than the medical insurance limits described above, the difference between the employee-only premium and said dollar amount shall be applied to employee dependent medical coverage, if any.

The City retains full and complete control over the selection, approval and administration of the City's group insurance program. However, group insurance benefits in effect at the commencement of this agreement shall be maintained to the extent it is within the control of the City.

The City agrees to provide all premium cost projections including the annual actuarial reports or rate increase notifications to the Union as soon as reasonably practical following receipt of said projections.

b. **Dental Insurance-** The parties agree that the City shall pay up to a maximum of \$82.66 per month per employee towards the dental insurance premium.

The City retains complete and full control over the administration of this dental program subject to maintenance of benefits equivalent to those provided for the term of this agreement, to the extent it is within the control of the City.

The City will continue to provide a Dental HMO option.

c. **Vision Insurance-** The City agrees to provide an annual open enrollment to employees for vision insurance. The City shall pay up to a maximum of \$10.21 per month per employee towards the vision insurance premium:

Employees who drop vision insurance shall not be able to re-enroll within two years of dropping coverage.

20. **HOLIDAYS**

a. The City and the Union agree that the following days shall be observed as legal holidays by all employees in the Unit:

- January 1st (New Year's Day)
- 3rd Monday in January (Martin Luther King, Jr. Day)
- 3rd Monday in February (Presidents' Day)
- March 31st (Cesar Chavez Day)
- Last Monday in May (Memorial Day)
- July 4th (Independence Day)
- 1st Monday in September (Labor Day)
- 4th Thursday in November (Thanksgiving Day)
- The Friday immediately following Thanksgiving Day
- December 25th (Christmas Day)

b. When a holiday falls on a Saturday or Sunday the preceding Friday or following Monday respectively shall be observed as a legal holiday.

c. Whenever a holiday occurs on an employee's regularly scheduled day off, the employee is entitled to an additional day off. Such day off shall be taken within thirty (30) calendar days or shall be compensated at straight pay after the 30th day.

d. When an employee is required to work on a day that is being observed as a legal holiday, the employee shall receive time and one half for the hours worked on that day. The employee will also be entitled to an additional day off. Such day off shall be taken within thirty (30) calendar days or shall be compensated at straight pay after the 30th day

e. Nothing in this agreement shall preclude the City from declaring a holiday when a legal holiday has been declared by the President of the United States or the Governor of the State of California.

f. The City will solicit volunteers within a work unit to work on Thanksgiving and Christmas. If an insufficient number of volunteers are available, then the supervisor shall make every reasonable effort to rotate assignments on Thanksgiving and Christmas.

The City shall maintain minimal staffing on workday afternoon prior to New Year and Christmas holidays so that as many employees as possible may enjoy personal leave, vacation, or CTO at those times.

g. The City may implement a holiday closure for some or all operations during the period around the Christmas and New Year's holidays with employees using paid leave, unpaid time, or working, consistent with the plan included as Appendix G.

21. IMPLEMENTATION OF MOU

City shall implement the provisions of this Memorandum of Understanding by adopting appropriate resolutions, ordinances, and administrative policies.

22. JOB ANNOUNCEMENT, TRANSFERS AND RULE OF 10

a. The City agrees to supply job announcements for posting on employee bulletin boards in all departments but City assumes no responsibility for notices once delivered. The City will post available positions on a website accessible to the public and maintain a system for employees, by mail, email or other messaging system, to receive notification of current job announcements at the employee's request.

b. It is agreed that employees may contact the Human Resources Office to request inter-departmental or inter-divisional transfers, and are to contact Department or Division Heads for intra-departmental or intra-divisional transfers.

c. The City shall provide a minimum application filing period of five (5) days for all open vacant positions and ten (10) days for all promotional vacant positions in the classified service within the general employees' bargaining unit for which an eligibility list must be established.

d. The names of nine (9) more eligible candidates (including tie scores) than the number of vacancies shall be certified to the appointing authority in alphabetical order.

23. JURY/WITNESS DUTY

In the event that an employee of the City is required by a court of competent jurisdiction to perform jury duty, and that requirement causes the employee to be away from his/her regularly assigned work schedule, said jury duty shall be considered leave with pay without interruption of service on the condition that the employee pay to the City Treasurer all compensation he/she receives for the jury duty.

Pursuant to Government Code §1230.1, whenever an employee is served with a subpoena which compels his/her presence as a witness, unless he/she is a party or an expert witness, such employee shall be granted a leave of absence with pay in the amount of the difference between the employee's regular earnings and any amount he/she receives for such appearance.

24. LAYOFF POLICY

a. Basis of Layoff: Whenever a position is abolished pursuant to section 1008 of the City Charter an employee will be laid off as set forth below.

b. Notification to the Union: Whenever the City Administrator submits a budget to the City Council requiring layoff of employees in the General unit, the City Administrator shall provide the Union with a list of the classifications(s), department(s), and division(s) from which the layoff will be made, and a seniority list of those affected.

c. Notification to Employee: Employees to be laid off shall be given at least thirty (30) calendar days prior notice.

d. Order of Layoff: Employees will be laid off by classification, department and division in the following order:

1. Probationary employees;
2. Regular employees who within the twenty-six pay periods immediately prior to the layoff

received a cumulative performance evaluation score of less than 3.0. under the former evaluation form, or an overall score of "needs improvement" under the new 2009 evaluation form.

3. Regular employees by inverse order of seniority. Seniority is determined by continuous service in the classification.
4. If employees have the same seniority within the classification, selection shall be made at random.

All branches and extensions of the Library are considered in the same division as the Central Library.

e. Bumping (Displacement) Rights: Regular employees who are laid off have the right to return to the last position they previously held under the following conditions:

1. They meet the positions' minimum qualifications
2. They are physically able to perform the duties of the position
3. The position has continued to exist

If an employee bumps down into the last position held, the employee will bump the employee with the least seniority in the classification.

f. Transfer or Voluntary Demotion: If an employee to be laid off meets the minimum qualifications for a vacant position, before an open competitive recruitment can be commenced, the employee will be given an opportunity to fill the vacant position through transfer or voluntary demotion.

If an employee does not meet the minimum qualifications for the vacant position the City will consider appointment to the vacant position as a trainee level appointment. Trainee-level employees appointed under this section will be paid at 100% of Step 1, rather than 80%.

Final appointment through transfer or demotion is at the sole discretion of the Department head.

g. Separation Enhancement Plan: The City may offer a separation enhancement to avoid layoffs.

25. LEAVES OF ABSENCE AND BENEFITS DURING SUCH LEAVES

a. It is agreed that general employees as defined in this agreement shall have the right to request an extended leave of absence without pay for a period of up to one year for personal reasons or for additional schooling. If the leave is approved, the employee will have right of return but such leave shall be considered a break in service with no accrual of benefits. Leave approval will be at the discretion of the City Administrator.

b. Employees may be entitled to up to 12 weeks of unpaid leave, with benefit continuation and reinstatement rights, under the City's FMLA/CFRA Family Care and Medical Leave Policy for the birth of a child or to care for a newborn, for the placement of a child with an employee in connection with adoption or foster care, to care for a child, parent, spouse, domestic partner or child of a domestic partner who has a serious health condition, or for the employee's own serious health condition. For combined pregnancy and child bonding leave, the amount of leave available under this policy may be longer. Employees may also be entitled to "qualifying exigency leave", "military caregiver leave", or other leave under the military family leave provisions of the FMLA/CFRA Family Care and Medical Leave Policy.

c. Extended medical leaves of absence may be granted by the City Administrator for a period of up to a total of one year (including any period of FMLA/CFRA Family Care and Medical Leave) on request of the employee due to the employee's illness. The City shall continue to pay its contribution to insurance for the longer of the first 90 days of such medical leaves of absences, or any period of leave continuation provided under the FMLA/CFRA Family Care and Medical Leave Policy.

d. The following criteria will be used in determining the granting of leaves of absence:

1. the employee's seniority in City service.
2. the employee's job performance record.
3. the employee's disciplinary action record.
4. the needs of the City service.

e. No sick leave, vacation, or holidays shall accrue to any employee during any full biweekly pay period in which the employee is on unauthorized or authorized leave without pay. Except as provided under subsection "c" above, an employee on leave without pay shall also be responsible for full payment (employer and employee portion) of insurance premiums.

f. No sick leave, vacation, or holiday shall be paid to any employee during any period of unauthorized leave or suspension.

g. "Continuous service" means employment with the City without break or interruption; in computing continuous service for the purposes of this chapter, neither military leaves nor leaves of absence on account of illness, whether with or without pay, shall be construed as a break in employment or service. Other absences aggregating in excess of ninety (90) working days in any period of twelve (12) months, including layoffs on account of lack of work, lack of funds, or abolishment of positions, shall be construed as breaking "continuous service". A layoff resulting in a bumping right to another position shall not constitute a break in service.

h. City acknowledges that the use of legally protected leaves of absence, including but not limited to protected family medical leave, shall not form the basis of disciplinary action. Therefore, the City acknowledges that a low sick leave balance alone does not necessarily indicate an attendance problem, and sick leave usage must be evaluated individually in assessing performance.

26. LIFE INSURANCE

The City will provide a term life insurance policy covering the employee in the amount of \$50,000 with equal accidental death and dismemberment provision.

27. LONG-TERM DISABILITY

The City will provide a long-term disability insurance plan by enrolling Unit members in the City's current long-term disability plan.

28. MAINTENANCE OF BENEFITS

The City and the Union agree that all compensation, including direct wages, as provided by ordinance, resolution, and City Charter, which are in existence at the commencement of this agreement, shall not be diminished, lessened, or reduced for the duration of this agreement.

Wage adjustments as provided for from time to time by ordinance, resolution, or by City Charter, as may be amended, shall also continue for the duration of this agreement.

The City and the Union agree that the City has the right and prerogative to assign duties to and direct employees in accordance with applicable job specifications and Section 3.12 of the Santa Barbara Municipal Code.

29. MECHANICS' TOOLS

The City will provide an annual tool allowance of \$750 to regular, full-time incumbents of Vehicle Services Assistant, Automotive/Equipment Technician, Lead Equipment Technician and Heavy Equipment Technician position classes in the Motor Pool and the Golf Course. Effective January 28, 2014, Golf Course employees will no longer be eligible for the annual tool allowance; however, the incumbent Automotive Equipment Technician at the Golf Course as of that date will be grandfathered in, and will continue to

receive the annual tool allowance while that employee remains in that classification.

Payment shall be made in January of each year. Effective with the January 2015 payment, the tool allowance will be increased to \$765. The City shall honor employee claims in cases of theft or destruction of an entire tool box containing tools required by the City for the job and not involving negligence on the part of the employee.

When an employee is hired s/he will be given the full annual tool allowance amount as provided for in this M.O.U.

At the next payment date, the employee will receive a prorated allowance amount. The amount will be based on a percentage of the year the incumbent is employed from hire date to tool allowance payment date. The calculated percentage will be applied to the full payment amount to determine the allowance. In subsequent years the full payment amount will be paid on the regular payment dates.

- Example: Employee hired 06/01/05- regular payment date 01/01/06.
- Paid at hire - Full payment amount
 - Paid at next regular payment date - 58.3% (based on 7 months)
 - Paid subsequent years - Full payment amount

Calculation of prorated payment allowance:

$$\frac{\text{Number of months in position}}{12 \text{ months}} \times \text{Current allowance} = \text{Prorated \$}$$

30. MUNICIPAL CODE CHANGES & TASK FORCE MEETINGS

During the term of the Agreement the City and the Union shall meet and confer with regard to any further City proposed changes to Santa Barbara Municipal Code Title 3 which are within the scope of representation. The negotiations will be held jointly with the Treatment and Patrol bargaining units. The representatives for the Union shall be limited to S.E.I.U staff and one bargaining unit member from the General bargaining unit and one member for the Treatment and Patrol bargaining units. The negotiations will be interest based.

A joint labor/management task force will be established to meet monthly beginning in October 2014 to focus on joint collection of factual information related to:

- The pros and cons of establishing a combined Paid Time Off benefit to replace current existing vacation, holiday and/or sick leave benefits;
- The implications of the Affordable Care Act and the pros and cons of making related changes to the existing health insurance premium contribution structure.

This work will be for information purposes, and no changes will be made to existing paid leave or premium contribution structures during the term of the agreement unless mutually agreed

31. NO STRIKE OR LOCKOUT

The City and the Union agree that during the term of this agreement the City will not lock-out employees; nor will the Union sanction, support, condone, approve, or engage in any strike, sick-in, slow-down, or work stoppage which is detrimental to providing services to the citizens of Santa Barbara.

32. OVERTIME

a. The City and the Union agree that overtime work will be assigned to the employees on a rotation basis whenever possible.

b. No employee shall be compelled or permitted to perform work for the City without logging the hours on his or her timecard. Overtime compensation shall accrue in fifteen minute minimum blocks of time for

work performed fifteen minutes or more beyond a regularly scheduled work day or work week. This includes work from home or on a mobile device outside of working hours.

c. If an employee is called physically back to the workplace on an overtime basis, such employee shall be compensated for no less than two (2) hours overtime. If an employee is called back to the workplace on an emergency basis, if conditions permit, City shall provide said employee with nourishment and a rest period of appropriate duration. When an employee is called back to the workplace on an emergency after the completion of the employee's regular shift, he/she will be provided paid leave time (without deductions from leave banks) to allow five (5) hours off-duty without loss of pay before reporting for their next regularly scheduled shift.

d. Overtime worked shall be compensated as follows:

1. Cash Payment - Time and one-half the regular rate of pay.
2. CTO Credit - Time and one-half the overtime hours worked for non-exempt employees; straight time for overtime hours worked for exempt employees.

e. The parties agree that employees have the right to request cash payment or compensatory time off (CTO) but that approval of one or the other benefit remains the right of the City consistent with the needs of the City.

f. Except for overtime worked by exempt employees who are compensated with CTO credit, work performed for the purpose of computing overtime shall include all paid leave time actually taken as time off. It will not include holiday or other paid leave time "cashed out" but not taken.

g. Regular part-time employees shall not receive overtime at the overtime rate for time worked until their total number of hours worked exceeds forty (40) hours in a week. Under the forty (40) hour limit, regular, part-time employees are credited at straight time pay or compensatory time for hours worked beyond their normal schedule.

h. The following provisions apply to the accrual and use of CTO:

1. Minimum Allowed Accrual: An employee who requests CTO will not be denied the accrual of CTO in lieu of a cash overtime payment if his or her CTO balance will remain below 50 hours.
2. Compensatory Time Bank: Overtime not cashed out shall be maintained in a CTO "Bank". An employee may accrue up to a maximum of 100 CTO hours in his/her bank. The employee may maintain this bank unless the employee terminates or agrees to cash out a portion or all the hours in the bank.
3. City Directed CTO Cash Out: The City retains the right to cash out CTO hours, other than the 100 hour bank described above, at the overtime rate.
4. City Directed Use of CTO as Time Off: The City has the right to require employees to take compensatory time off but shall provide a minimum of twenty-one (21) calendar days advance notice in such cases. Management shall not compel an employee to take CTO hours as time off if the employee's CTO bank is less than 50 hours.

Overtime work accrued during a declared disaster as determined by the President of the United States, the Governor of the State, the Mayor of the City, City Council, or the City Administrator shall be compensated at the rate of time and one-half providing that the City is reimbursed at the rate of time and one-half wages in federal or State Disaster Relief Funds.

33. PAYROLL

a. Employees who receive payroll overpayments shall reimburse City for such overpayments. City shall establish a reasonable schedule of payments based upon amount of such overpayment and date overpayment was made.

- b. City agrees to explain all payroll stub information to employee upon request of said employee.
- c. City agrees to provide the Union with up to three (3) deduction codes.
- d. The parties agree that the City will continue deducting monies from payroll and remit same to Union as authorized by employee payroll deduction authorizations in accordance with present policy. However, when an employee switches from the General bargaining unit to a unit not represented by S.E.I.U. Local 620, S.E.I.U. dues will no longer be deducted, unless and until the union submits another signed authorization form. Any changes in dues deductions shall be subject to indemnification of the City by the Union.
- e. The City shall provide to the Union, on a bi-weekly basis, a new hire and termination list of bargaining unit employees with their name, job classification title and department. The cost of programming said report shall be paid for by the Union.
- f. All employees shall participate in the City's payroll direct deposit program.
 - 1. Each employee shall execute a payroll authorization form and submit a voided check or savings deposit slip to the Payroll Office. It shall be the employee's choice as to which bank he or she designates as the institution receiving payroll funds.
 - 2. When the authorization form is properly executed and filed with the Payroll Office, the City will begin automatically depositing the net amount of pay on or before each designated biweekly payday in the employee's designated bank account.
 - 3. Exceptions: An exception to this policy may be granted by the Finance Director to an employee upon a showing of good cause for such exception (e.g., that he/she is unable to establish and/or maintain a personal banking/financial account for direct deposit, or that other personal circumstances necessitate a temporary or permanent exception). The Finance Director may require the employee to renew this exception periodically. Exceptions will not be unreasonably denied.
 - 4. Employees participating in direct deposit will be provided with a payroll detail report each pay period. Alternatively, employees may voluntarily opt out of a paper detail and access this information electronically via the City's computer system.

34. PERSONAL LEAVE

a. Employees shall be entitled to four (4) days personal leave each fiscal year per the following schedule:

Employees on the payroll July 1:	4 days
Employees hired between July 2 and October 1 (inclusive):	3 days
Employees hired between October 2 and January 1 (inclusive):	2 days
Employees hired between January 2 and April 1 (inclusive)	1 day

b. Personal leave days must be taken by the end of each fiscal year or lost. Personal leave shall be scheduled on the same basis as vacation. In no case shall employees be entitled to cash payment for personal leave days not taken.

35. PERSONAL PROPERTY DAMAGE REIMBURSEMENT

Any employee who experiences a loss or damage to personal property may submit a claim to his/her immediate supervisor for consideration of reimbursement. The claim shall be submitted within fifteen (15) days after the loss or damage is sustained. The claim shall contain the following information: type of item, date of purchase, replacement cost, condition, description of damage, circumstances, etc. If the personal

property is stolen, a report shall be filed with the Police Department.

The following conditions must apply for the claim to be considered:

- a. The loss must be in the line of duty.
- b. There must not be contributory negligence or carelessness on the part of the employee.
- c. There must not be other means of recovery such as, but not limited to, court action or insurance.
- d. The personal property for which the claim is made must be owned by the employee involved. Exceptions to the above may be referred to the Department Director for approval.
- e. \$200 limit per item claimed unless personal property item has written pre-approval by the Department Head.

The supervisor shall conduct an inquiry into the validity of the claim and forward it to the Division Manager with his/her recommendation. The Division Manager shall review the claim and forward his/her recommendation to the Department Director. The Department Director will approve or deny the claim. Claims meeting the above criteria shall not be unreasonably denied.

Reimbursement will be calculated from the following schedule:

<u>Age of Item</u>	<u>% Reimbursed</u>
0 to 6 months	100%
6 to 12 months	80%
12 to 18 months	50%
18 to 24 months	25%
24 months & over	0%

If the claim is approved, payment will be forwarded to the initiating employee.

36. PROBATIONARY PERIOD

The probationary period required by Charter Section 1004 may be extended beyond one (1) year by signed mutual agreement of City and employee.

All original and promotional appointments to the classified service shall be tentative and subject to a probationary period of one (1) year of actual service. If the service of the probationary employee has been satisfactory to the appointing power, then the appointing power shall file with the Human Resources Manager, a statement in writing to such effect. During the probationary period, an employee may be rejected at any time by the appointing power without cause and without right of appeal. Notification of rejection in writing shall be served on the probationer and a copy filed with the Human Resources Manager.

37. PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation, and understanding between management and the employees covered by this memorandum; to provide an orderly and equitable means of resolving any misunderstanding or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith meeting and conferring regarding the wages, hours, and other terms and conditions of employment covered by the memorandum.

38. RECOGNITION

a. Pursuant to the provisions of Section 3.12 of the Municipal Code of the City and applicable State law, the Union is recognized as the majority representative of the City employees in the general employees unit and as the exclusive bargaining agent for the employees in said Unit.

b. The terms "general employee(s)" or "employee(s)" as used herein shall refer only to full-time or

unclassified part-time employees serving in non-confidential classifications who occupy positions authorized and designated as "GENERAL" by the City Council in the City's official City's official classification and salary schedules.

Classifications may be added to or deleted from general employees bargaining unit in accordance with the provisions of this agreement and the City's Employer/Employee Relations Ordinance.

c. Employees designated management, confidential, and supervisory shall be designated as such in the in the City's official classification and salary schedules and shall be excluded from "general employee" bargaining unit regardless of classification. City may designate additional management, confidential, or supervisory employees after first notifying and consulting with Union.

39. REPRESENTATION - UNION OFFICERS AND REPRESENTATIVES

a. The City and the Union agree that Union officers and representatives will be allowed to meet with City management on City time for the purpose of meeting and conferring in good faith and without loss of pay or any benefits.

b. The Union agrees to provide the City with a list of Union officers and employee representatives, with their job classifications, who are authorized to meet and confer in good faith. Union shall keep the list up to date.

c. The City agrees that authorized Union staff representatives shall be given access to work locations during working hours to observe working conditions. Such visits are to be made with the prior knowledge of the Department Head and a management representative may accompany the Union staff member on the visit. A staff representative is defined as a paid full-time or part-time employee of the Union.

d. The Union shall provide the City with a list of staff representatives and shall update said list as appropriate.

40. RETIREE MEDICAL INSURANCE CONTRIBUTION

a. This provision is applicable to employees who retire from City service and

1. Have 15 or more years of classified or unclassified service; or
2. Retire from City with an industrial disability.

Effective for retirements on or after January 28, 2014, this provision will be applicable to employees who retire from City service with 10 or more years of classified or unclassified service

b. For employees who retire on or after October 1, 2013, the City shall contribute \$9.65 per month, per year of service up to a maximum of 35 years (i.e., \$337.75/month) towards the purchase of medical insurance for the retiree and his/her spouse or domestic partner registered with the City Clerk or the Secretary of State, if applicable.

c. The retiree is not limited to purchase of a City sponsored plan, provided however, that if the retiree purchases another insurance plan, the retiree must supply the City with adequate proof of insurance coverage prior to any contribution from the City. Proof of such coverage shall be provided to the City on a periodic basis, as reasonably determined by the City.

d. The City shall continue to make its contribution until the retiree reaches age 65 or dies, whichever occurs first, provided however, that if the retiree dies before reaching the age of 65 and there is a surviving spouse or registered domestic partner, the City's contribution shall cease when the retiree would have reached age 65. Thereafter, the spouse may remain on the insurance plan, at his/her own cost, subject to the conditions set forth by the insurance company.

e. In the event Health Care legislation is passed which affects the nature of the benefit described

above, the parties will reopen negotiations and modify this benefit, if necessary, so as to maintain their original intent (e.g., eligibility, scope, cost).

f. If any Court decision with binding effect on the City of Santa Barbara rules that a retiree medical provision like the provision contained herein violates the State or Federal law against age discrimination, the parties agree that within 30 days they will reopen negotiations on said provision to convert to a retiree medical policy with equivalent cost that does not violate age discrimination law. The parties agree that whatever policy is agreed upon will not reduce or increase the City's contribution toward retiree medical insurance.

41. RETIREMENT

a. For employees designated as "classic" employees by PERS the City will provide the two percent (2.7%) at age fifty-five (55) benefit formula under the Public Employees' Retirement System (PERS), pursuant to Government Code 21354.5.

b. For employees designated as "classic" employees by PERS the City will contribute toward the PERS normal employee's contribution as detailed in section "c", below, and these contributions shall be credited to the member's account. The City shall report the value of any Employer Paid Member Contributions (EPMC) to PERS as compensation earnable through enabling City resolution, pursuant to Government Code Section 20636(c) (4).

c. Employees designated as "classic" employees by PERS will continue to pay the full cost of the benefit enhancement to 2.7% at 55, including the effects of market volatility, according to the following formula:

1. While the PERS miscellaneous plan employer rate is exactly equal to 20.164%, the employee shall pay 7.162% of the 8% required employee contribution. This will be deducted on a pre-tax basis and credited to the employee's PERS member account. The City will pay the difference of .838%, which shall be reported to PERS as compensation earnable, and credited to the employee's member account.
2. If PERS sets the employer rate at less than 20.164%, the employee shall receive credit for 30.559% of the amount by which the employer rate is less than 20.164%. The City will apply the credit by paying an additional portion of the required 8% employee contribution, up until the point where the City again pays a full 7% of the 8% required employee contribution. This additional City-paid employee contribution (EPMC) shall be reported to PERS as compensation earnable, and credited to the employee's member account.
[For example: If the employer rate is only 18.164% of PERS-able compensation, the City will pay an additional 0.61% (2.0% times 30.559%) of the 8% employee contribution, for a total of 1.448%];
3. If PERS sets the employer rate at more than 20.164%, the employee shall pay 30.559% of the amount by which the employer rate exceeds 20.164%. The employee shall pay for this cost in the following manner:
 - i. First, through an increase in the employee-paid portion of the 8% required employee contribution up to a maximum increase of 0.838%. This additional employee paid amount will be deducted on a pre-tax basis and credited to the employee's member account.
[For example: If the employer rate is 22.164% of PERS-able compensation, the employee will pay an additional 0.61% (2.0% times 30.559%) of the 8% employee contribution, for a total of 7.772%];
 - ii. Second, through payroll deduction. To the extent allowable by PERS, and in compliance with any restrictions imposed by PERS, the City will amend its contract to allow the employee to assume this additional cost in such a way that it will be credited to the employee's PERS member account and payable on a pre-tax basis.
[For example: If the employer rate is 25.164% of PERS-able compensation, the employee will pay an additional 1.528% (5.0% times 30.559%) of PERS-able

compensation as follows: an additional 0.838% (8%-7.162%) to cover the full 8% employee contribution, and a payroll deduction equal to 0.69% (1.528%-0.838%) of PERS-able compensation.]

- d. The following contract provisions shall apply:
1. For employees designated as "classic" employees by PERS, the City will provide One-Year Final Compensation under PERS, pursuant to Government Code 20042.
 2. The PERS contract shall provide for Military Service Credit as Public Service under Section 21024 and for Public Service Credit for Excluded or Limited Prior Service under Section 21031.
 3. The PERS contract shall provide for Public Service Credit for Peace Corps or Americorps: Volunteers in Service to America (VISTA) pursuant to Government Code Section 21023.5.
 4. The City will provide the Fourth (4th) Level of 1959 Survivor Benefits, pursuant to Government Code Section 21574.
- e. The City is authorized to amend its contract with PERS immediately, in order to be able to implement the incentives listed below:

Upon the declaration of the Council of the City of Santa Barbara that the State of California's budgetary or fiscal impacts on the City's budget have caused grave fiscal conditions to exist that require prompt and immediate attention, the City may offer the following early retirement incentives to applicable employees:

1. Two years additional service credit in accordance with Government Code Section 20903; and/or
2. City payment of Military Service Credit as Public Service in accordance with Government Code Section 21024.

f. Notwithstanding the provisions above, effective January 1, 2013, new members as defined by California Public Employees' Pension Reform Act of 2013 (hereinafter "AB 340") will be covered under the 2% at 62 Miscellaneous retirement formula, with a final compensation measurement period of the average of the highest three (3) consecutive years, as well as all other statutory requirements of AB 340. Effective October 1, 2013, new employees and/or members as defined by AB 340 shall contribute half the normal cost for benefits, as defined by AB 340; the City will not pay any portion of these employees' required contributions. As provided under the law, some new City employees may qualify as "classic" employees by virtue of their prior government service.

42. RETROACTIVITY

An employee will be eligible for the increases to salaries and benefits provided under the Agreement on the dates specified for each increase if the employee is an active City employee and bargaining unit member on the date that the City Council ratifies this Agreement.

43. SAFETY EQUIPMENT

a. The City and the Union agree that the City will either provide all safety equipment required by the City or will reimburse the employee for purchasing the equipment whenever such equipment has been required by the City as necessary for the job. Such equipment shall include, but not be limited to, safety shoes, safety glasses, helmets, gloves, boots, life jackets, and all related safety items. Both parties agree that the City shall retain the right to determine the minimum specifications of the safety equipment, procurement procedures, and limitations and exclusions.

b. Notwithstanding the above, the parties agree that employees designated by the City as required to wear steel-toed safety shoes in the performance of their duties shall be eligible to receive an annual allowance of \$230 in October for the provision of said shoes upon the presentation of valid claims in keeping with City established procedures in amounts not to exceed the following:

If the employee desires, he/she may combine two years allowance for the purchase of shoes. The allowance is for the purchase of shoes only.

The Union and City agree that failure of an employee to wear proper and operational safety shoes may be grounds for disciplinary action.

c. City shall provide prescription safety glasses to those employees who wear prescription glasses and perform duties that require the use of safety glasses. Such employees shall provide the City with the lens specifications prescribed by the employee's doctor. The City will provide the initial pair of safety glasses based upon this prescription and shall replace same only upon a subsequent substantial change of prescription or evidence acceptable to the City that said prescription safety glasses are rendered unusable by accidental damage suffered while performing assigned duties.

44. SALARIES & COMPENSATION ANALYSIS/SALARY SURVEY

a. Across-the-board salary increases for all classifications during the term of this agreement will be as follows:

<u>Effective Date</u>	<u>Amount</u>
October 5, 2013	2.0%
April 5, 2014	0.5%
October 4, 2014	2.0%
October 3, 2015	2.5%
January 9, 2016	0.5%

b. The following special adjustments will be made in addition to the across-the-board salary increase listed in Section (a):

1. Effective February 8, 2014

<u>Classification</u>	<u>Increase</u>
Automotive/Equipment Technician	2.5%
Automotive Parts Specialist	2.5%
Automotive Service Writer	2.5%
Heavy Equipment Technician	2.5%
Lead Equipment Technician	2.5%
Vehicle Services Assistant	2.5%
Building Inspector	1.0%
Building Inspector Aide	1.0%
Building Inspection Coordinator	1.0%
Senior Building Inspector	1.0%
GIS Coordinator	1.0%
GIS Technician	1.0%
Engineering Technician I	1.0%
Engineering Technician II	1.0%
Engineering Technician III	1.0%
Senior Engineering Technician	1.0%
Survey Technician I	1.0%
Survey Technician II	1.0%

2. Effective October 4, 2014

<u>Classification</u>	<u>Increase</u>
Automotive/Equipment Technician	2.5%
Automotive Parts Specialist	2.5%
Automotive Service Writer	2.5%
Heavy Equipment Technician	2.5%

Lead Equipment Technician	2.5%
Vehicle Services Assistant	2.5%
Building Inspector	1.0%
Building Inspector Aide	1.0%
Building Inspection Coordinator	1.0%
Senior Building Inspector	1.0%
GIS Coordinator	1.0%
GIS Technician	1.0%
Engineering Technician I	1.0%
Engineering Technician II	1.0%
Engineering Technician III	1.0%
Senior Engineering Technician	1.0%
Survey Technician I	1.0%
Survey Technician II	1.0%

c. Upon 30 days written notice to the City from the Union, no sooner than January 10, 2015, the parties will reopen negotiations to meet and confer with regard to determining any labor market total compensation inequities, and whether and how to address such inequities. The Union may appoint a survey committee of up to 5 employees that will be afforded opportunities to consult and advise the City during the market survey process. Any equity adjustments agreed to through this process will be effective October 5, 2015.

d. Achieving the second salary step, or "B" step, and subsequent steps shall require, in addition to satisfactory performance, a period of one year of actual service. Regular part-time employees are eligible for step raises under the same terms and conditions as apply to regular, full-time employees except that the period of employment required to move a step is the number of hours worked equivalent to one (1) year of full-time employment, or 2080 hours.

e. Employees shall receive at least a five percent (5%) salary increase upon promotion provided however that the City shall not be required to pay a salary in excess of the salary range authorized for the appropriate classification by the City Council in the official salary schedules. The City shall make every effort to provide a minimum five percent (5%) separation in salary between classifications within a series and classifications within recognized career ladders as determined by the City. The City shall provide the Union with a chart of career ladders, and the City shall update said list.

e. Anniversary dates for newly hired employees shall be the first of the month if the employee was hired on or before the fifteenth of that month and the first day of the following month for those hired after the fifteenth. The end of the probationary period shall coincide with the anniversary date.

45. SERVICE CREDIT FOR SICK LEAVE UPON RETIREMENT

At the time of retirement, the City shall purchase an annuity for the retiring employee that pays a monthly benefit similar to the PERS amendment that provides service credit for sick leave under Government Code 20862.8.

The following conditions apply to this benefit:

1. In order to qualify for service credit for sick leave upon retirement, the retiring employee must have at least 500 sick leave hours;
2. The conversion rate of 0.004 years (1 day) of service credit for each day of sick leave is utilized;
3. The retiring employee may take the cash purchase value of the annuity in lieu of the monthly annuity; and

4. If the City amends its PERS Miscellaneous contract to include service credit for sick leave upon retirement, employees will be included in that PERS contract amendment and the annuity program will be discontinued.

46. SEVERABILITY

Should any provision in 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 agree to meet and consult over the invalidated provision.

47. SHIFT DIFFERENTIAL

a. The City and the Union agree that regular, full-time employees on a shift of eight (8) or more hours shall receive:

1. Swing shift differential pay when 50% or more of the hours of the assigned shift hours, including lunch and excluding overtime, fall between 5:00 p.m. and midnight; or
2. Graveyard shift differential pay when 50% or more of the hours of the assigned shift hours, including lunch and excluding overtime, fall between midnight and 8:00 a.m.

b. Overtime as Continuation of Assigned Shift. Shift differential for overtime which is a continuation (without break) of the assigned shift is paid based upon the eligibility of the assigned shift. See Examples 1, 2, 3 and 4 in Appendix A entitled Shift Differential Examples.

c. Back-to-Back Shifts. Shift differential for overtime which are two (2) entirely distinct assigned shifts are paid based upon the separate eligibility of each shift. See Examples 5 and 6 in Appendix A entitled Shift Differential Examples.

d. Call Backs.

1. Shift differential is not paid for call back overtime of less than eight (8) hours. See Example 7 in Appendix A entitled Shift Differential Examples.
2. Shift differential is paid for call back overtime of eight (8) hours or more when 50% or more of the hours fall between 5:00 p.m. and midnight or midnight and 8:00 a.m. See Example 8 in Appendix A entitled Shift Differential Examples.

e. Shift differential amounts shall be as follows:

<u>Swing Shift</u>	<u>Graveyard Shift</u>
\$1.35/ hour	\$2.90/ hour

48. SICK LEAVE

a. The City and the Union agree that the City's sick leave policy shall be that employees shall accrue sick leave at the rate of 3.7 hours for each full pay period of service with a maximum accumulation of two thousand and eighty (2,080) hours. Said sick leave accrual shall begin effective the first day of employment.

b. The programs referred to as "Non-Replenishable" and "City Administrator's" sick leave authorized by Municipal Code Sections 3.08.150 (b) and 3.08.210 are eliminated.

c. An employee may use sick leave for a medical appointment when it is not possible to arrange such appointment on non-work time subject to the following two conditions: 1) Reasonable advance notice which in no event shall be less than 24 hours; 2) Subject to supervisory approval based on operational needs.

d. An employee may use up to six days (48 hours) of available accrued sick leave per calendar year to attend to an illness of a child, parent, registered domestic partner, or spouse of the employee as provided under State law. Part-time employees may use the equivalent of six (6) months of sick leave accrual at their prorated accrual rate for such purposes. All rules for use of sick leave will apply, including those regarding physician statement requirements and use of sick leave for medical appointments.

49. STANDBY PAY

The City and the Union agree that effective during this agreement, when an employee is officially designated by management to remain available to return physically to the workplace, at any time during specific hours outside of normal working hours, the employee shall receive two hours of straight-time pay for each eight hours or fraction thereof on standby. For periods of standby that are 24 consecutive hours or more, the employees shall receive 1/4 hour of straight time pay for each hour on standby. To the extent feasible, the parties agree that standby shall be assigned on an equitable basis to all eligible employees.

The City and the Union agree that all employees will be on automatic standby duty during a state of emergency or civil defense disaster as declared by the President of the United States, the Governor of the State, the Mayor of the City, the City Council, or the City Administrator. Such automatic emergency standby shall be without compensation unless the City is reimbursed by the State or federal government for such an expenditure.

50. STATE DISABILITY INSURANCE (SDI) AND STATE PAID FAMILY LEAVE INSURANCE (PFL)

a. All employees must participate in the State Disability Insurance (SDI) and State Paid Family Leave (PFL) programs. The employee shall pay all costs associated with these programs.

b. Employees may apply for SDI or PFL benefits with the State of California Economic Development Department (EDD). To be eligible for benefits, the employee must meet all applicable State requirements. Depending on eligibility, an employee may receive:

1. Up to 52 weeks of wage replacement benefits for the employee's own disability, and/or
2. Up to 6 weeks of wage replacement benefits for providing required care for the serious health condition of a child, parent, spouse or domestic partner or for bonding with a new child. Effective July 1, 2014, employees may also qualify for benefits to care for a seriously ill grandparent, grandchild, sibling, or parent-in-law, as defined; however, eligibility for this benefit does not necessarily create a right to protected leave.

c. Employees who receive SDI or PFL benefits must integrate available SDI and PFL benefits with available paid sick leave, personal leave and compensatory time. Documentation of the SDI/PFL benefits received must be provided to the Payroll Office for this purpose.

d. Employees on a medical or family medical leave of absence who are eligible to use their leave accruals during the leave of absence must exhaust available leave balances before using unpaid leave. Employees must use available sick/family sick leave balances, and then compensatory time off and personal leave balances, before using vacation balances.

e. Employees who coordinate SDI/PFL paid leave benefits with City payroll benefits will receive City retirement contributions, time off accruals, and other non-insurance benefits based on the City-paid portion of wage replacement only. For non-insurance benefits purposes, the SDI/PFL portion of wage replacement will be treated as unpaid leave.

f. Employees coordinating SDI/PFL benefits with City payroll benefits shall be eligible for continuation of City-paid insurance contributions under Article 25 (c) of this Agreement (Leave Of Absence) only up to the date they would have received such benefits had they not coordinated SDI/PFL benefits.

51. TERM OF AGREEMENT AND RENEWAL

The City and the Union agree that the term of this agreement shall be fifteen (15) months commencing July 1, 2013 and ending at midnight on September 30, 2016. It is further agreed that the term of this agreement may be extended by mutual agreement.

The City and the Union also agree that meeting and conferring over the renewal or continuation of this agreement shall be initiated at the request of either party after June 1, 2016 but not later than July 15, 2016 and that every effort will be made to reach an agreement prior to the expiration of this agreement on September 30, 2016. A request to meet and confer shall be filed in writing and meeting and conferring shall commence within ten (10) days of receipt of said request.

52. TRAINING

a. The parties recognize that training programs and the advancement of employees to positions of higher skills are matters of great importance and interest to the City, the Union, and the employees covered by this agreement. However, the City shall retain the right to determine what training is required for the employee to improve his/her performance on the job and to make such training a condition of employment. Such training may include requests by Department Heads for additional training of current employees, subject to the approval of the City Administrator. The parties agree that employees will be trained in the use of fire suppression equipment and that a fire evacuation plan will be developed by each department for each major City facility and posted.

b. Direct costs for all training or instruction required by the City shall be paid for by the City. Wage compensation for employees shall be determined as follows:

Non-Exempt Employees

The Fair Labor Standards Act (FLSA) provides that time spent by non-exempt employees in training is compensable unless all of the following conditions are met:

1. Attendance is outside of the employee's regular working hours;
2. Attendance is in fact voluntary;
3. The course, lecture, or meeting is not directly related to the employee's job; and
4. The employee does not perform any productive work during such attendance.

Attendance is not voluntary if it is required by the City. It is not voluntary in fact if the employee is given to understand or led to believe that his/her present working conditions or the continuance of his/her employment would be adversely affected by nonattendance.

The training is directly related to the employee's job if it is designed to make the employee handle his/her job more effectively as distinguished from training him/her for another job, or to a new or additional skill.

If the training is considered compensable and travel time is associated with the employee's attendance, the following must be considered:

- *Travel During Regular Working Hours.* If the travel time related to attending required training occurs during normal working hours, then the time is considered to be compensable.
- *Special One-Day, Out-of-Town Travel.* Travel time associated with special one-day, out-of-town training is required to be paid for irrespective of the mode of transportation utilized or whether the employee drives or is a passenger. Time that can be excluded from payment is normal home-to-work travel time and time spent eating while traveling.

➤ *Overnight Travel.* If an employee travels overnight on business (for more than one day), the employee must be paid for time spent in traveling (except for meal periods) during his/her normal working hours on non-working days, such as Saturday, as well as on his/her regular working days. Travel time as a passenger on an airplane, train, boat, bus, or automobile outside of regular working hours is not considered work time, provided however, that any work which an employee is required to perform while traveling shall be considered as hours worked.

If an employee is offered public transportation but requests permission to drive his/her car instead, the City shall count as hours worked, the time spent driving the car or the time the employee would have had to count as hours worked during working hours if the employee had used the public transportation, whichever is less.

Exempt Employees

In the case of an exempt employee, the MOU language (other than the FLSA requirements applicable to non-exempt employees) determines whether training or related travel time is compensable. Exempt employees will only be paid for time spent in required training and travel during normal work hours. Travel outside of regular work hours is excluded.

c. Employees will be eligible to participate in the City-wide Educational Reimbursement Program, which will be reinstated not later than July 1, 2014. The program will be amended to allow consideration of reimbursement for job related educational certifications and job related training that is not required by the City, and therefore not compensable under section "b", above. The union waives any requirement for the City to meet and confer on enhancements to this policy to increase the maximum reimbursement (\$1000) or expand reimbursement eligibility. However, the City will notify the union of any such change.

53. TRANSPORTATION DEMAND MANAGEMENT

Bargaining unit members shall be eligible to participate in and shall receive any benefits provided by any established Citywide Alternative Transportation Program.

Waterfront Department employees will be eligible to purchase an unlimited annual waterfront parking pass at the same rate as harbor slip holders. Beginning for calendar year 2014, the prior limited annual pass program will be closed to new participants; thereafter, only employees who elected the limited pass in calendar year 2013 will be eligible for a limited pass. Waterfront employees who carpool (defined as 2 or more employees commuting to work together in a single vehicle) will be eligible for free carpool vehicle parking in designated spaces during working hours under terms similar to those offered to other City employees.

54. UNAUTHORIZED LEAVE

An employee's absence shall be unauthorized if such employee does not report absence to supervisor designated by Department Head within one-half (1/2) hour before or one-half (1/2) hour after his/her regular starting time, except in cases of emergency in which case the employee shall provide notification as soon as possible.

55. UNIFORM MAINTENANCE ALLOWANCE

The City and the Union agree that employees required by the City to wear field uniforms shall have the full cost of the uniform maintenance service paid for by the City. The City retains full and complete control over the administration of the uniform maintenance program. However, City shall provide field personnel with a minimum of seven (7) and a maximum of eleven (11) uniform changes based on the employee's request and the operational needs of the department.

56. UNION BUSINESS ATTENDANCE

It is agreed that not more than four (4) Union designated officers or stewards will be permitted up to thirty two (32) hours of leave per person each fiscal year with pay for Union related business defined as follows: conferences, meetings, training and other union activities outside the workplace. Release time will be subject to approval of the Department Head and prior notification to the Human Resources Manager.

If fewer than 4 designated officers or stewards used release time in the prior fiscal year, the number of officers or stewards that did not use any release time in the prior fiscal year may be added to the number of designated officers or stewards eligible for up to 32 hours of release time in the following fiscal year, up to a maximum of 4 additional eligible officers or stewards in any fiscal year.

Stewards will log all union business attendance hours on their timesheets using the assigned pay code or project code for this purpose.

57. UNION NOTICE- EMPLOYEE ORIENTATION & INTERDEPARTMENTAL TEAMS

a. The City will provide the union a list of attendees in the bargaining unit at a group New Employee Orientation meeting not less than two weeks prior to the orientation along with the date, location, and time for the union's presentation. The City will provide a Union representative an opportunity during the orientation to provide information to bargaining unit members regarding the benefits and obligations of union membership. Such presentation shall not exceed 15 minutes in duration. Management may witness the union's presentation.

b. The City will provide the union with advanced written notice of Interdepartmental Team Opportunities offered through its Succession Program that are offered to bargaining unit members, along with the anticipated scope of work. The union will notify the City if the union believes that the anticipated scope of work may involve issues within the scope of collective bargaining and lodge a written demand to bargain on such issues. Bargaining unit member participation on an Interdepartmental Team will not constitute collective bargaining nor satisfy any duty for the City to collectively bargain with the union.

58. UNION SECURITY (AGENCY SHOP & MAINTENANCE OF MEMBERSHIP)

a. Election – This Agency Shop provision went into effect following certification of the election results by the State Mediation and Conciliation Service on October 3, 1995.

b. Definition - Agency Shop as used in this Article means an organizational security agreement as defined in Government Code Section 3502.5 and applicable law.

c. Agency Fee - Each employee in the Unit shall be required to choose to: a) become a member in good standing of the Union; or b) satisfy the agency fee financial obligations set forth below, unless he/she qualifies for the religious exemption set forth below. New employees must make the required choice within 30 days of employment in the Unit.

Unless the employee has a) voluntarily submitted to the City an effective dues deduction request; b) notified the Union of his/her intent to pay an agency fee (full fee or reduced because objections filed), as evidenced by written notice of same from the Union to the City; or, c) qualified for exemption upon religious grounds as provided below, the City, upon notice from the Union of the employee's failure to make a timely choice, shall process a mandatory agency fee payroll deduction in the appropriate amount and forward that amount to the Union.

The amount of the fee to be charged shall be determined by the Union subject to applicable law; and shall therefore be an amount not to exceed the normal periodic membership dues and general assessments applicable to Union members.

As to non-members objecting to the Union spending their agency fee on matters unrelated to collective bargaining and contract administration, the amount of the agency shop fee shall not reflect expenditures which the courts have determined to be non-chargeable, including political contributions to candidates and

parties, members-only benefits, charitable contributions and ideological expenditures and, to the extent prohibited by law, shall not reflect expenditures for certain aspects of lobbying, ballot measures, publications, organizing and litigation.

d. Conformance With Law - The Union represents that the collection, administration and use of agency fee funds shall be in conformance with the law. In addition, the Union shall comply with applicable law regarding disclosure of its expenses, notice to employees of their right to object, provision for agency shop fee payers to challenge the Union's determinations of amounts chargeable to objecting non-members, and appropriate escrow provisions to hold contested amounts while the challenges are underway.

The Union shall make available, at its expense, an expeditious administrative appeals procedure to Unit employees who object to the payment of any portion of the representation service fee. Such procedure shall provide for a prompt decision to be made by an impartial decision-maker jointly selected by the Union and the objecting employee(s). A copy of such procedure shall be made available upon request by the Union to non-Union employees and the City.

The foregoing description of permissible agency shop fee charges and related procedures is included here for informational purposes and is not intended to change applicable law. The City will promptly remit to the Union all monies deducted, accompanied by a list of employees for whom such deductions have been made.

e. Employee Notification - Each non-member who is required to pay an agency fee shall annually receive written notification from the Union of the amount of the deduction and the procedure which he/she must follow to receive a rebate for non-representation activities during the year and the procedure for appealing all or any part of the agency fee. The City shall be sent a copy of this yearly notice.

Upon request by the Union, the City shall provide the appropriate employee mailing list.

The City will make a reasonable effort to distribute to each new employee in the Unit, a letter supplied by the Union which describes the Agency fee obligation.

f. Religious Exemption

1. Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or supporting employee organizations shall not be required to meet the above agency fee obligations, but shall pay by means of mandatory payroll deduction an amount equal to the agency shop fee (proportionate share of the Union's cost of legally authorized representational services), to a non-religious, non-labor charitable organization exempt from taxation under Section 501 (C) (3) of the Internal Revenue Code, as designated by the employee from a list provided by the City Finance Department.

2. To qualify for the religious exemption the employee must provide to the Union, with a copy to the City, a written statement of objection, along with verifiable evidence of membership as described above. The City will implement the change in status within thirty (30) days unless notified by the Union that the religious exemption is not valid.

g. Provision of Information - The Union shall furnish any information needed by the City to fulfill the provisions of this Article.

h. Dues/Fee Deductions - Any of the above described payment obligations shall be processed by the City in the usual and customary manner and time frames.

i. Leave Without Pay - Employees on an unpaid leave of absence for an entire pay period or more shall have agency shop fees suspended. Fee deductions shall have the same priority as dues deductions in the current hierarchy for partially compensated pay periods.

j. Rescission of Agency Shop - The Agency Shop provision may be rescinded pursuant to the procedures contained in Government Code Section 3502.5(d).

k. Union's Right to Implementation Election – The Union shall have the right pursuant to state law to implementation elections during the term of this agreement if the agency shop provision is rescinded under the terms of Section J above. If the Union requests an implementation election, the election will be conducted by the California State Mediation and Conciliation Service.

l. Indemnification/Hold Harmless Clause - The Union agrees to fully indemnify, defend and hold harmless the City and its officers, employees and agents against any and all claims, proceedings, settlements and/or liability regarding the legality of this Article or any action taken or not taken by or on behalf of the City under this Section.

m. Maintenance of Membership – All regular unit employees who are members of the union in good standing shall maintain their membership in the Union in good standing, subject however, to the right to resign from membership by submitting a written request to the union during the month of August annually.

Resignation requests submitted to the City shall be referred to the union. When resignation requests are received outside the window period the Union will promptly provide such members a letter explaining the maintenance of membership provision, along with a copy of this section of the MOU.

Union members who drop their union membership but are subject to Agency Shop fee provisions shall still be required to comply with their financial obligations under the Agency Shop provisions. Fee payers may change their status from full fee payer to “core” fee payer by submitting a written request to the union during the month of August annually.

59. UNION STEWARDS

The City agrees that the Union may designate Stewards to represent employees in the processing of grievances. The Union shall furnish the City with a list identifying by name and work location all regular and alternate Stewards. Said list shall be kept current by the Union at all times.

60. USE OF COMPUTER RESOURCES

Employees' rights and obligations regarding use of the City's computers and computing resources are governed generally by the City's computer use policies. The Union and the City agree that occasional and incidental employee use of City computing resources for union business is allowable within the same parameters applied to other acceptable non-commercial personal use under those policies.

The parties agree that such use shall not interfere with the performance of work duties or the effective delivery of services, and shall not result in any significant cost to the City or compromise the security of City systems. The parties further agree that City computer resources, including the e-mail system, will not be used by the union or City employees to support or oppose a political campaign or ballot measure.

The union acknowledges that employees have no expectation of privacy in the use of City computer resources, including but not limited to e-mail and text messaging, even if they are locked or password-protected.

61. VACATION POLICY

a. All employees shall begin accruing vacation effective the first day of employment. It is agreed that vacation time earned may be taken as accrued subject to approval by the City and in accordance with the following schedule:

<u>Length of Continuous Service</u>	<u>Vacation Entitlement</u>
0 - 2 years	10 days per year (80 hours)
3 - 5 years	13 days per year (104 hours)

6 - 10 years	18 days per year (144 hours)
11 - 17 years	23 days per year (184 hours)
18 - 23 years	25 days per year (200 hours)
24 & over years	28 days per year (224 hours)

b. Vacation periods shall be scheduled by management to provide adequate staffing. Employees may request the use of vacation at any time. Such scheduling may be available throughout the calendar year subject to departmental operational necessity and the needs of the City, and such scheduling shall take into account employee seniority and choice. Requests for vacation time off shall not be denied for arbitrary or capricious reasons.

c. No employee may accrue a vacation balance in excess of thirty-two days (256 hours) unless approved by the City Administrator based upon extenuating circumstances. Effective February 8, 2014, this maximum vacation balance will be increased to thirty-seven days (296 hours). A request for a waiver of the maximum vacation balance must be made to the City Administrator in writing, with a copy to the employee's Department Head.

d. The annual vacation cash in program is eliminated with the following exceptions.

5. If an employee takes a minimum of eighty (80) hours of vacation during the 2012-2013 vacation year, that employee is eligible to request cash in lieu of up to one hundred (100) hours of vacation time on the timesheet for the pay period ending November 29, 2013, paid on December 13, 2013.
6. If an employee takes a minimum of eighty (80) hours of vacation during the 2013-2014 vacation year, that employee is eligible to request cash in lieu of up to fifty (50) hours of vacation time on the timesheet for the pay period ending November 28, 2014, paid on December 12, 2014.

Vacation year is defined to be the period beginning with the day after the 23rd payroll date of one calendar year, and ending on the 23rd payroll date of the following calendar year. Vacation may be "cashed in" in 10 hour increments only, and the amount to be cashed in will not exceed the employee's vacation balance at the end of the vacation year. Employees eligible for vacation "cash in" shall state their intentions to cash in vacation within the time frame and procedures established by the City.

62. VACATION & SICK LEAVE ADVANCED CREDIT UPON HIRE

a. An employee who is appointed from outside City of Santa Barbara government service within one (1) year of leaving employment with either the City of Santa Barbara or another city, county, state agency, federal agency or special district and who, in the opinion of the Human Resources Manager, possesses government experience directly related to the position to which he or she has been appointed, may be offered credit for years of prior service with the City of Santa Barbara and/or his or her immediate previous government employer in the following ways:

- i. **Vacation Accrual:** At the discretion of the Human Resources Manager, the employee may be offered credit for up to the total number of prior full years of service at the City of Santa Barbara and/or his or her immediate previous government employer toward the initial vacation accrual rate. The employee will not be eligible to progress to a higher accrual rate until employee has the normal required minimum amount of City of Santa Barbara service for that accrual rate.
- ii. **Sick bank:** At the discretion of the Human Resources Manager, the employee may be credited with up to 96 hours of sick leave. Thereafter, employee will accrue sick leave at the normal rate.

b. A former City of Santa Barbara employee reemployed within one year under Santa Barbara Municipal Code Section 3.16.320 will automatically qualify for the full vacation accrual credit under (i), above, for his or her prior City of Santa Barbara service. However, under no circumstance will prior

accrued vacation balances cashed out to the employee upon termination be reinstated.

63. WAIVER

The City and the Union agree that, for the term of this agreement, each party waives the right and each agrees that the other party shall not be obligated to meet and confer with respect to any subject or matter pertaining to or covered by this agreement, except as to meeting and conferring over the renewal or continuation of this agreement or as otherwise provided herein.

It is further agreed that nothing in this agreement shall in any way diminish the rights of the employees, the City, or the Union as established by the Meyers-Milias-Brown Act of the State of California and all amendments thereto, or Santa Barbara Municipal Code, Chapter 3.12, except as herein provided.

64. WORK SCHEDULE

- a. The regularly scheduled seven (7) day work week shall average forty (40) hours.
- b. There shall be at least two consecutive days of rest observed after each work week subject to City needs for standby, call back, overtime, and rotation of regularly scheduled shift changes. In the event that a work week without two (2) consecutive days off is necessary or desirable, affected employees shall be given reasonable opportunity to establish work schedules which meet the operational requirements of the City and personal preference. In such cases, the two (2) consecutive days off may be waived by the employee.
- c. Prior to any change in shift schedule, affected employees shall be given reasonable opportunity to provide input concerning shift schedules which meet the operational requirements of the City and personal preference. The Department Head shall establish a "regular" schedule for each employee with a start and quit time. Such schedule shall not be changed without forty-eight (48) hours advance notice except in emergencies.
- d. City shall provide employees with reasonable "clean-up" time and employees shall be ready to begin work at start time.
- e. City agrees that work outside the regularly scheduled work day or work week shall be compensated in accordance with the overtime policy contained herein.
- f. Employees may develop alternative work schedules and/or telecommuting arrangements which meet their personal needs and the operational requirements of the City under the City's Flex Work Policy. Such alternate schedules must be approved by the Department Head. The continuation of such schedules shall be subject to Department Head review with reasonable input from affected employees.
- g. In no case shall an employee's work schedule be altered in connection with any particular work shift to avoid the payment of overtime earned.
- h. When an Airport Maintenance employee has worked a regularly scheduled night shift, the employee will be provided with paid leave time (without deductions from leave banks) to allow five hours of off-duty time without a loss of pay before reporting for the next regularly scheduled daytime shift. With the permission of the supervisor, the employee may choose to work the beginning of the employee's next regularly scheduled daytime shift, and take the equivalent paid rest period at the end of the regularly scheduled shift instead.

Example:

If employee on a 9/80 shift works 10:00 p.m. - 7 a.m., and is next regularly scheduled to begin a 9-hour shift at 7:00 a.m., the employee may:

- Take a 5 hour rest period from 7 a.m. to 12 p.m., receiving straight time pay for the period from 7:00 a.m. to 12:00 p.m. (5 hours), and then work from 12:00 through the rest of the regularly scheduled shift (4 more work hours).

- With supervisor's permission, work for 4 hours beginning at 7:00 a.m. (when the next scheduled shift begins), and leave 5 hours early instead.

i. Employees on a 9/80 schedule will be covered under the terms of the "9/80 Work Schedule Policy" contained in Appendix E of this Agreement.

65. WORKERS' COMPENSATION

a. The parties agree that Municipal Code Section 3.08.220 shall be amended to provide that general employees who sustain illness or injury arising out of and in the course of their City employment shall receive benefits equal to those mandated by the State of California plus the difference between State mandated benefits and the equivalent of eighty-five percent (85%) of the individual's gross (excluding O.T.) salary, if any, paid by the City for a maximum of ninety (90) working days.

b. Once an individual is no longer eligible for continuation of 85% of his/her gross pay as described in (a) above and is still unable to return to work, the City shall continue to pay its contribution to insurance for the first ninety (90) calendar days.

c. This section shall not be construed to grant employees the use of sick leave benefits in lieu of or to supplement workers' compensation benefits provided herein or by State law, except as follows.

An employee who returns from an accepted work-related injury or illness to regular duty or modified duty may attend follow-up medical appointments during work hours when it is not possible to arrange such appointments on non-work time. Reasonable advance notice must be given to the supervisor, which in no event shall be less than 24 hours. Release time is subject to supervisory approval based on operational needs.

Under these conditions, to account for the lost work time to attend physician, physical therapy, chiropractic, counseling and other physical and mental care appointments, the employee may:

1. Use accrued paid leave time (sick leave, vacation time, compensatory time, or personal leave); or
2. Use "industrial leave without pay" if employee has no accrued paid leave time, or
3. If the employee has not reached a permanent and stationary status, the employee may elect to use "industrial leave without pay" if employee does not choose to use accrued paid leave (sick leave, vacation time, compensatory time, or personal leave). However, employees who have reached permanent and stationary status must exhaust available leave balances before being placed on leave without pay.

An employee who has not reached a permanent and stationary status and uses industrial leave without pay may be entitled to "wage loss" under workers' compensation system depending on eligibility.

The City may make changes to its Personnel Policies including, but not limited to, the Santa Barbara Municipal Code to reflect the substance of this Agreement.

66. WORKING OUT OF CLASSIFICATION

Working Temporarily Out of Classification

The City and the Union agree that it is the intent of departmental management to avoid working an employee out of classification.

It is further agreed that working an employee out of classification will occur only to meet the work requirements within the City and that such out of classification work will terminate after fifteen (15) consecutive work days or thirty (30) work days in any one calendar year; or if extended beyond fifteen (15)

consecutive or thirty (30) work days, the employee shall be compensated at the rate of the higher classification while the out of classification work continues subject to the right of employee to waive this provision based upon personal career development.

For purposes of this article, an out of classification assignment is defined as assignment by the Department Head or designee of the performance of a substantial preponderance of duties of an authorized, funded, permanent, full-time position in one or more higher classification(s) by an employee in a position in another classification. "Significant duties" shall be as defined on the appropriate class specification.

When an employee works out of classification continuously for fifteen (15) working days or more, the City shall place a letter in the employee's personnel file acknowledging the out of classification work.

It is the intent of this article to compensate employees for assigned out of class work extended beyond fifteen (15) consecutive or thirty (30) work days in any one calendar year.

Position Reclassification Requests

If an employee believes he/she is working out of classification on a regular on-going basis, the employee may:

- a. Request a reclassification from his/her manager in writing. The manager shall respond in writing within ten (10) working days of receipt of the request. The manager may recommend that a classification review be conducted by submitting a written request, approved by the Department Head, to Human Resources.
- b. If the employee is not satisfied with the manager's response, he/she may submit a written reclassification request to his/her Department Head or designee within ten (10) working days of receiving his/her manager's written response. Within twenty (20) working days of receipt of the employee's written request, the Department Head or designee shall meet with the employee and issue a written response to the employee and the Human Resources Office.
- c. If the Department Head's response so requests that a classification review be conducted, Human Resources shall conduct said classification review and shall issue its decision to the employee and the Department Head within forty-five (45) working days of receipt of the request. The decision to request, or not request, a classification review shall be at the Department Head's sole discretion, however the decision will not be arbitrary or capricious.

APPENDIX A

SHIFT DIFFERENTIAL EXAMPLES

Recommended Approach to Assessing Eligibility for Shift Differential: First look to see if the regular assigned shift qualifies for shift differential. If the regular assigned shift qualifies, then continuation overtime of less than a shift also qualifies for that same differential. For continuation overtime of a full shift (back-to-back shifts) look at whether the separate overtime shift would qualify on its own. Call back overtime generally does not qualify for shift differential unless it is for 8 hours or more.

Example 1. Swing Shift Differential; Swing Shift OT

An employee is assigned to work a nine (9) hour shift from 3:30 p.m. to 1:30 a.m. with an hour unpaid lunch. Because 50% or more of the ten (10) regular assigned shift hours including lunch fall between 5:00 p.m. and midnight, the employee is entitled to Swing Shift Differential pay for the entire regularly assigned shift.

If that employee is then asked to work overtime from 1:30 a.m. to 3:30 a.m., the employee will be entitled to Swing Shift Differential pay at the overtime rate for the additional two hours (1:30 a.m. to 3:30 a.m.) worked because the two hours are a continuation of the qualified swing shift.

Example 2. No Shift Differential; Assigned shift does not qualify and OT is not a full shift

An employee is assigned to work an eight (8) hour shift from 7:30 a.m. to 4:00 p.m. including lunch and is then directed to work an additional five (5) hours of overtime to cover for a sick employee from 4:00 p.m. to 9:00 p.m. The employee is not entitled to shift differential pay because the regular assigned shift hours including lunch (7:30 a.m. to 4:00 p.m.) do not qualify for shift differential and the overtime worked is the continuation of a non-qualifying assigned shift of less than eight hours.

Example 3. No Shift Differential; Assigned shift does not qualify and OT is not a full shift

An employee is assigned to work an eight (8) hour shift from 8:00 a.m. to 4:30 p.m. including lunch. However, on this particular day, the employee is assigned to come in early to work overtime from 3:00 a.m. to 8:00 a.m. in addition to the assigned regular shift hours in order to cover for an absent employee. The employee is not entitled to shift differential pay because the regular assigned shift hours do not qualify for shift differential and the overtime worked as a continuation of that regular assigned shift is less than eight hours.

Example 4. Back-to-Back Shifts; Assigned shift does not qualify, but OT shift qualifies for swing

An employee is assigned to work an eight (8) hour regular shift from 7:30 a.m. to 4:00 p.m. including lunch and then is directed to work additional time for an emergency situation. The employee then works nine hours of overtime from 4:00 p.m. until 1:00 a.m. The employee is entitled to Swing Shift Differential pay at the overtime rate for the period of 4:00 p.m. to 1:00 a.m. The employee has in effect worked two back-to-back shifts.

Example 5. Back-to-Back Shifts; Assigned shift qualifies for swing, and OT shift qualifies for graveyard

An employee is assigned to work the swing shift between 4:00 p.m. and midnight (without an off-duty meal break), and then is assigned to work the graveyard shift from midnight to 8:00 a.m. In this case the employee is assigned to work two distinct shifts. Therefore, the employee is entitled to Swing Shift Differential pay for the time between 4:00 p.m. to midnight and Graveyard Shift Differential pay at the overtime rate for the hours from midnight to 8:00 a.m.

Example 6. Back to Back Shifts; Assigned shift qualifies for graveyard, but OT does not qualify

An employee is assigned to work the regular graveyard shift between midnight and 8:00 a.m. (without an off-duty meal break) and then is assigned the day shift from 8:00 a.m. to 4:30 p.m., with a half hour lunch, on overtime. As in Example 5, the employee is assigned two distinct back-to-back shifts; therefore, the employee is entitled to Graveyard Shift Differential for the time period of midnight to 8:00 a.m., but no shift differential for the time period of 8:00 a.m. to 4:30 p.m.

Example 7. Call Back; Assigned shift qualifies for swing but callback under 8 hours does not

An employee is assigned to work from 4:00 p.m. to midnight on a regular shift. That employee leaves work at midnight, goes home, and then is called back to work between 2:00 a.m. and 7:00 a.m. That employee is entitled to Swing Shift Differential pay for the regular assigned shift from 4:00 p.m. to midnight. The employee is not entitled to shift differential pay for the overtime hours (2:00 a.m. to 7:00 a.m.) because it is considered a call back, and not a continuation of the assigned shift without a break, and it was for less than eight hours.

Example 8. Call Back; Assigned shift does not qualify, but callback OT over 8 hours qualifies for swing

An employee is assigned to work a regular shift from 7:30 a.m. to 4:00 p.m. and then is called back to work overtime at 7:00 p.m. and works until 3:00 a.m. due to an emergency situation. The employee is entitled to Swing Shift Differential pay at the overtime rate for the call back of eight hours or more (7:00 p.m. to 3:00 a.m.) because 50% or more of the call back hours fall between 5:00 p.m. and midnight.

APPENDIX B

CITY OF SANTA BARBARA

CHILD CARE PERSONNEL POLICIES

February 20, 1990

Note: A leave or reduced schedule approved under one of these policies runs concurrently with any applicable leave entitlements under the FMLA/CFRA Family and Medical Leave Policy.

Contents

- 1. Maternity Leave Policy**
- 2. Parental Leave Policy**
- 3. Flexible Leave Policy**
- 4. Alternative Work Schedules**
- 5. Job Sharing**
- 6. Part-time Work**
- 7. At-home Work**

1. MATERNITY LEAVE (medical leave)

The City of Santa Barbara is committed to providing time off from work, so far as possible, to employees during pregnancy and following childbirth.

Maternity leave requests, including both medical and non-medical components (see section on Parental leave for information regarding non-medical leave), must be submitted to the City Administrator via the Department Head at least 30 days in advance. The requirement for 30 days advance notice may be waived when warranted by unexpected medical circumstances. Pursuant to state law, maternity leaves for medical reasons will be granted for up to four (4) months and may be extended up to a maximum of one (1) year subject to the operational needs of the department as determined by the Department Head. All medical leaves must be verified by a doctor's certificate of disability.

When an employee is physically disabled from work due to pregnancy or following childbirth, the employee will obtain a doctor's certificate of disability indicating the dates when the employee will be physically unable to work. When physically disabled, the employee may use sick leave or other paid leave. An employee disabled due to pregnancy or childbirth may request an unpaid leave of absence for medical reasons once her sick leave and other paid leave balances total less than forty (40) hours. A doctor's note listing the dates of the disability must be submitted with the medical leave request. Any leave of absence greater than 7 days must be approved in advance by the City Administrator.

The City will coordinate an employee's use of State Disability Insurance (SDI) with City paid leave which allows employees on maternity leave and covered by SDI to extend the use of their paid leave time.

When an employee is on medical leave of absence due to pregnancy, the City will continue to pay the employer portion of the insurance for the first ninety (90) days of the medical leave of absence. Thereafter, an employee will have to pay both the employer and the employee portions of her insurance.

2. PARENTAL LEAVE (all employees, non-medical leave)

The City recognizes that after the birth or adoption of a child, it is important for a parent to be with his or her child. As a result, the City encourages Department Heads to accommodate requests for parental leaves to care for a newborn or newly adopted child.

Parental leaves shall be with pay if the employee has leave balances of vacation, personal leave, or compensatory time. An employee may request a parental leave of absence without pay when the employee's paid leave balances total less than forty (40) hours (see section on Maternity Leave for information regarding medical leave related to pregnancy and childbirth).

Parental leave requests must be submitted to the City Administrator via the Department Head at least 30 days in advance. When requested, parental leaves will be approved for a length of time sufficient to provide the employee a minimum of one (1) month absence from work. Any medical leave related to pregnancy and child birth (maternity leave) will not be counted in the minimum one (1) month. The scheduling of parental leave is subject to the approval of both the City Administrator and Department Head based on the operational needs of the department. Extension of the parental leave of absence may be granted, subject to the approval of the City Administrator, via the Department Head. The total duration of the combined medical and parental leaves of absence cannot exceed one year.

Employees are encouraged to discuss their time off needs with their supervisors as early as possible. Employees are also encouraged to save their vacation, personal leave, and compensatory time for use during a parental leave. Temporary waivers of the minimum annual vacation use and maximum vacation accrual will be considered to assist prospective parents in building their leave banks.

While on parental leave of absence without pay, an employee will have to pay both the employer and

employee portions of his or her insurance.

3. FLEXIBLE LEAVE POLICY (All Employees)

Employees may use accrued personal leave, vacation, comp time, to respond to emergency needs for spouse or dependent*, such as illness, child care or elder care. The employee shall notify his/her supervisor immediately of the nature of the emergency. Approval for leaves under this policy shall not be unreasonably withheld. Advance approval for spouse or dependent illness is not required.

* For purposes of this policy, a dependent is one who is a dependent pursuant to IRS regulations.

4. ALTERNATIVE WORK SCHEDULES (All employees)

The City believes that alternative work schedules are viable options to meet personal needs in areas such as child care and transportation where such schedules continue to meet the operational needs of the department.

Individual employees may request alternative work schedules which meet their personal needs and the operational requirements of the department. Alternative schedules may be different daily work hours or a different work week. Approval for reasonable alternative work schedules is subject to the operational needs of the department as determined by the Department Head. The continuation of such schedules shall be subject to Department Head review with reasonable input from affected employees.

5. JOB SHARING (All Employees)

The City recognizes that job-sharing may facilitate the balancing of employees' personal needs with their job responsibilities. As a result, the City encourages Department Heads to attempt to accommodate requests for job-sharing subject to the operational needs of the department as determined by the Department Head.

An employee may request that his/her full-time position be redefined as a job-sharing position to be filled by two permanent part-time employees. Requests for job sharing positions shall be submitted to the Department Head and require final approval by the City Administrator and City Council.

Job sharing positions may be discontinued at the discretion of the Department Head, with 30 days notice to affected employees.

6. PART-TIME WORK (All employees)

An employee may request to work on a part-time basis. A request to work part-time for a limited duration is subject to the operational needs of the department as determined by the Department Head. The Department Head may grant part-time assignments of limited duration. Extensions of part-time assignments will be considered upon employee request.

All part-time assignments may be periodically reconsidered by the Department Head. If the Department Head determines additional hours are required in the position, the employee will be given thirty days notice of the requirement to work increased hours.

Part-time assignments must be a minimum of 20 hours per week. Part-time regular employees receive insurance benefits and paid leave benefits prorated based on the number of hours worked.

To change an employee from full-time to part-time status requires a Personnel Action Form (PAF) and notification to the Personnel Office.

7. AT-HOME WORK (All employees)

With prior approval of the Department Head and review by Risk Management, an employee may request to work at home on a limited-term basis. All requests will be subject to the operational needs of the department as determined by the Department Head. Increased City liability including safety and workers' compensation issues will be closely reviewed prior to granting at-home work requests.

Requests for work schedules which include working at home for part of the regular work week may be submitted to the Department Head. Authorization for such schedules for either a predetermined or indefinite length of time will be made based on the following criteria:

- a) the operational needs of the department work site must be met adequately;
- b) the job duties must be such that work can be accomplished at home;
- c) proper equipment and supplies necessary to the job assignment can be provided at reasonable cost;
- d) sufficient measures of productivity can be determined;
- e) efficient and effective methods can be established for supervisory review of work assignments;
- f) the employee can be contacted at home during predetermined work hours.

Plans for meeting each of these criteria should be submitted in writing to the Department Head for evaluation. Once approved, at-home work schedules are subject to periodic review and may be discontinued at the discretion of the Department Head, with fourteen (14) days notice to the employee.

APPENDIX C

CITY OF SANTA BARBARA

CATASTROPHIC LEAVE POLICY

- I. **PURPOSE:** To establish a program whereby City employees can donate vacation and/or compensatory time to:
- A. The sick leave banks of permanent full-time and permanent part-time employees who are incapacitated due to a catastrophic off-duty illness or injury; or
 - B. The vacation leave banks of permanent full-time and permanent part-time employees who are caring for a spouse or child who has a catastrophic illness or injury.
- II. **DEFINITION:** A catastrophic illness or injury is a severe illness or injury which is unusual, unexpected, or immediate in nature; and which is expected to preclude an employee from returning to work for an extended period of time, during which the employee will exhaust all of his/her applicable accumulated leave balances.
- III. **POLICY:** City employees may donate vacation and/or compensatory time to a permanent full-time or permanent part-time employee if:
- A. An employee experiences a catastrophic illness or injury or must care for a spouse or child who has a catastrophic illness or injury which requires the employee to be absent from work for an extended period of time;
 - B. The employee has nearly exhausted all applicable leave balances (sick, vacation, personal leave, and compensatory time in the case of the employee's off-duty catastrophic illness or injury; vacation, personal leave and compensatory time due to caring for a spouse or child who has experienced a catastrophic illness or injury); and
 - C. The employee or if incapacitated, the legally recognized representative, has agreed to accept the donation if approved by the Department Head and the City Administrator.
 - D. The Department Head will take action to help ensure that each employee's decision to donate or not donate to a Personal Catastrophic Leave Account is kept confidential and that the donor and recipient employees are not pressured to participate.
 - E. State and Federal income tax on the value of vacation and/or compensatory time donated shall be deducted from the recipient employee's pay at the time the hours are used.
- IV. **PROCEDURES:**
- A. A request is made by the recipient employee or if incapacitated, the legally recognized representative, to the Department Head for the establishment of a Personal Catastrophic Leave Account. This request may be made prior to the employee exhausting all of his/her applicable paid leave balances so that time donated may be utilized immediately upon exhaustion of the employee's leave balances, but not before.
 - B. Upon approval of the Department Head and the City Administrator, and upon agreement of the recipient employee, a Personal Catastrophic Leave Account will be established. The employee or if incapacitated, the legally recognized representative, will sign the "Request to

Receive Donation(s)" form allowing publication and distribution of information regarding his/her situation.

- C. The employee or if incapacitated, the legally recognized representative, will be required to provide verification of the catastrophic illness or injury from an attending physician before and while using time donated under this program. All information provided by the attending physician will remain confidential.
- D. The request for donations shall occur in three month intervals and may be extended up to a maximum of twelve (12) continuous months for any one catastrophic illness/injury, based upon approval of the Department Head and City Administrator.
- E. Donated vacation and/or compensatory time shall be converted and credited to the recipient's applicable leave bank in equivalent hours based upon the recipient's base hourly rate. (e.g., employee A makes \$20/hour and donates 1 hour of vacation time to employee B who earns \$10/hour. B's applicable leave bank is increased by 2 hours for each hour donated by A.)
- F. Employees will use the "Donation of Vacation and/or Compensatory Time" form to submit donations of vacation and/or compensatory time directly to Human Resources. All donations will be reviewed for compliance with this policy. After review, the form will be forwarded to Payroll for action and adjustment to the donor's and recipient's paid leave balances.
- G. All donations of vacation and/or compensatory time shall be in increments of 4 hours or more (e.g. 4, 8, 12 hours) and shall be made in three month increments. An employee may not donate vacation or compensatory time which would reduce his or her total accrued combined balance of vacation, compensatory time, personal leave and sick leave to less than 120 hours after the donation.
- H. The donation of vacation and/or compensatory time is irreversible. Should the recipient employee not use all the donated time for the catastrophic illness or injury, any balance will revert to a City-wide "Catastrophic Leave Bank" for future use by employees with need for that donated time pursuant to the provisions of this Catastrophic Leave Policy.
- I. The donation of vacation and/or compensatory time must be made to a specific approved catastrophic leave recipient with the following exception: an employee who is within 50 hours of the maximum vacation accrual may request to donate up to a maximum of 50 hours directly to the City-wide "Catastrophic Leave Bank" to avoid cessation of accruals. Such donation directly to the City-wide "Catastrophic Leave Bank" may not be made more than one time in any 12 month period.
- . A report on the usage of Personal Catastrophic Leave Accounts and status of the City-wide "Catastrophic Leave Bank" will be available to recognized labor organizations and others with a need to know. The report will include the identity of the recipient(s), hours donated, hours used and the remaining balance(s).

**CITY OF SANTA BARBARA
DRUG AND ALCOHOL TESTING POLICY
FOR
GENERAL UNIT EMPLOYEES**

**CITY OF SANTA BARBARA
DRUG AND ALCOHOL TESTING POLICY
FOR GENERAL UNIT EMPLOYEES**

This policy sets forth the rights and obligations of the covered employees. You should familiarize yourself with the provisions of this policy BECAUSE COMPLIANCE WITH THIS POLICY IS A CONDITION OF YOUR EMPLOYMENT.

If you are an employee covered by this policy, you should be aware that you are still required to comply with the provisions of the City's Drug and Alcohol Free Workplace Policy (ATTACHMENT A) that was adopted by the City Council on August 21, 1990. The obligations and requirements set forth below are in addition to existing obligations and requirements set forth in the Drug and Alcohol Free Workplace Policy.

A. EMPLOYEE QUESTIONS

Employees shall refer any questions regarding rights and obligations under this policy to Human Resources or to the union.

B. COVERED EMPLOYEES

Employees in the job classifications represented by SEIU, Local 620 in the General Employees Bargaining Unit that are not covered under the CITY OF SANTA BARBARA DRUG AND ALCOHOL TESTING POLICY PURSUANT TO DEPARTMENT OF TRANSPORTATION REGULATIONS

C. PROHIBITIONS

The following conduct is prohibited and may result in discipline, up to and including termination:

1. The use, possession, manufacture, dispensation or distribution of drugs and alcohol is prohibited:
 - a. in the workplace;
 - b. while on City time;
 - c. in City vehicles or facilities except as defined in City's facilities use policies;
 - d. prior to coming to work, so that the employee's performance is impaired.
2. Reporting for duty or remaining on duty while having an alcohol blood concentration level of 0.08 or greater.
3. Being on duty or operating a vehicle on duty while possessing alcohol.
4. Using alcohol while on duty.
5. Reporting for duty or remaining on duty when the employee used any controlled substances, except if the use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to perform their job.
6. Reporting for duty or remaining on duty if the employee tests positive for controlled substances.
7. Refusing to submit to any alcohol or controlled substances test required by this Policy. A covered employee who refuses to submit to a required drug/alcohol test will be treated in

the same manner as an employee who tested 0.08 or greater on an alcohol test or tested positively on a controlled substances test.

A refusal to submit to an alcohol or controlled substances test required by this Policy includes, but is not limited to:

- a. A refusal to provide a urine sample for a drug test;
- b. An inability to provide a urine sample without a valid medical explanation;
- c. A refusal to complete and sign the breath alcohol testing form, or otherwise to cooperate with the testing process in a way that prevents the completion of the test;
- d. An inability to provide breath or to provide an adequate amount of breath without a valid medical explanation;
- e. Tampering with or attempting to adulterate the urine specimen or collection procedure;
- f. Not reporting to the collection site in the time allotted by the supervisor or manager who directs the employee to be tested (the time allotted shall be reasonable. In most cases the City will provide transportation to and from the collection site.);
- g. Leaving the scene of an accident without a valid reason as to why authorization from a supervisor or manager who shall determine whether to send the employee for a post-accident controlled substances and/or alcohol test was not obtained.

D. CIRCUMSTANCES UNDER WHICH DRUG AND ALCOHOL TESTING WILL BE IMPOSED ON COVERED EMPLOYEES.

1. Pre-Employment Testing

All applicants for City employment may be required to submit to pre-employment/pre-duty drug testing. This applies to initial appointment as a classified employee only, and not to promotion within the service.

Note: there is no pre-employment alcohol test.

2. Post-Accident Testing

Post-accident drug and alcohol testing will be conducted on employees following an accident.

Alcohol: Post-accident alcohol tests shall be administered within two hours following an accident and no test may be administered after eight hours.

Drug: A post-accident drug test shall be conducted within eight (8) hours following the accident

An accident occurs when as a result of an incident involving a vehicle operated by a covered employee:

- (1) any individual(s) receives an injury(s) requiring immediate hospital treatment ,or
- (2) there is a recommendation by an on scene paramedic or medical professional that individual(s) involved in the accident should see a physician for injury(s) arising out of the accident.

3. Return To Duty / Follow-up Testing:

A covered employee who has violated any of the prohibitions of this policy (See Section C) may be required to submit to a return to duty test before he/she may be returned to his/her position. The test result must indicate an alcohol concentration of less than 0.08 or a verified negative result on a controlled substances test.

E. EMPLOYEE RESPONSIBILITIES

An employee must notify his/her department head of all alcohol or criminal drug statute convictions no later than 5 days after such conviction.

An employees must notify his/her supervisor, before beginning work, when drugs (prescription or non-prescription) may interfere with the safe and effective performance of duties or operation of City equipment (See Attachment A, Article III, Section 3).

Any employee who thinks he/she may have an alcohol or drug use problem is urged to voluntarily seek free confidential assistance from the City's Employee Assistance Program (EAP) counselor. It is the responsibility of each employee to seek assistance before alcohol or drug problems lead to job related performance problems.

F. MANAGERS' AND SUPERVISORS' RESPONSIBILITIES

1. Managers and supervisors are responsible for enforcement of this policy and will inform the Department Head and the Human Resources Manager of any violations.
2. Employees who may have a suspected alcohol or drug use problem should be encouraged to voluntarily seek confidential assistance from the City's Employee Assistance Program (EAP).
3. When an employee is involved in an accident, managers and supervisors shall prevent the employee from engaging in further work, remove the employee from the workplace, and then send the employee for a drug and/or alcohol tests within the timelines outlined in Section D. 2 above.
4. When it is suspected that an employee may have illegal drugs or is under the influence of illegal drugs, managers and supervisors may notify the appropriate law enforcement agency.

G. PROCEDURES TO BE USED FOR DETECTION OF DRUGS AND ALCOHOL

1. Alcohol Testing:

Alcohol testing will be conducted by using an evidential breath device (EBT) approved by the National Highway Traffic Safety Administration. (Non-EBT devices may be used for initial screening tests.)

A screening test will be conducted first. If the result is an alcohol concentration level of less than 0.02, the test is considered a negative test. If the alcohol concentration level is 0.02 or more, a second confirmation test will be conducted. A positive test for alcohol means a confirmed alcohol concentration of 0.08 or more.

The procedures that will be utilized by the collection and testing of the specimen shall be the same as those required under the City Of Santa Barbara Drug And Alcohol Testing Policy Pursuant To Department Of Transportation Regulations (49 CFR 40).

2. Drug Testing:

Drug testing will be conducted pursuant to the same requirements as those required by the City Of Santa Barbara Drug And Alcohol Testing Policy Pursuant To Department Of Transportation Regulations (49 CFR Part 40).

- a. The urine specimen will be split into two (2) bottles labeled as: primary" and "split" specimen. Both bottles will be sent to the lab;
- b. A positive test means a test that is positive for controlled substances under the Federal D.O.T. Urine Specimen Testing Levels (Current levels ATTACHMENT B). If the urinalysis of the primary specimen tests positive for the presence of controlled substances, the employee has seventy-two (72) hours to request that the split specimen be analyzed by a different certified lab at the employee's cost.
- c. The urine sample will be tested for the following: marijuana, cocaine, opiates, amphetamines, and phencyclidine;
- d. If the test is positive for one or more of the drugs, a confirmation test will be performed using gas chromatography/mass spectrometry analysis;
- e. All drug results will be reviewed and interpreted by a physician before they are reported to the employee and then to the City;
- f. With all positive drug tests, the physician (a.k.a. Medical Review Officer) will first contact the employee to determine if there is an alternative medical explanation for the positive test result. If documentation is provided and the MRO determines that there was a legitimate medical use for the prohibited drug, the test result may be reported to the City as "negative."

3. Confidentiality:

The confidentiality of records shall be maintained in the same manner as set forth in the City Of Santa Barbara Drug And Alcohol Testing Policy Pursuant To Department Of Transportation Regulations.

H. CONSEQUENCES OF FAILING/REFUSING AN ALCOHOL AND/OR DRUG TEST:

FAILING A PRE-EMPLOYMENT DRUG TEST WILL BE GROUNDS FOR REJECTION FROM EMPLOYMENT.

UPON FAILING A POST-ACCIDENT ALCOHOL AND/OR DRUG TEST THE EMPLOYEE:

1. Will be removed from driving or operating any heavy or dangerous equipment;
2. May be disciplined up to termination. Failing/refusal to take a controlled substances/alcohol test may result in disciplinary action, up to and including termination.
3. May be allowed to sign a last chance agreement as an alternative to discipline which could require the employee to undergo treatment to cure his/her alcohol or drug abuse and be tested periodically. Generally, an employee who tests positive and has not been found to be using alcohol or drugs on-duty will be offered a last chance agreement. The City does not pay for this examination or any treatment. However, if the exam and/or treatment is covered by the employee's insurance policy, the employee may use the insurance policy to (help) pay for the covered expenses.
4. The employee may use accumulated vacation, personal leave, overtime or leave without

pay while undergoing treatment/rehabilitation

5. The employee may use sick leave only when participating in a medically supervised/approved residential rehabilitation program or during the first ninety (90) days of a medically supervised/approved outpatient rehabilitation program.
6. May not be returned to his/her position until the employee submits to a return-to-duty controlled substances and/or alcohol test (depending on which test the employee failed) which indicates an alcohol concentration level of less than 0.08 or a negative result on a controlled substances test;
7. May be required to submit to unannounced follow-up testing after he/she has been returned to his/her safety-sensitive position.

J. EMPLOYEE ASSISTANCE PROGRAM (EAP)

The City has established an Employee Assistance Program to help employees who need assistance with alcohol and controlled substance abuse. Employees are encouraged to contact the City's Benefits Office for the number of the current EAP provider.

RESOLUTION NO. 90-141

A RESOLUTION OF THE COUNCIL OF THE CITY OF SANTA BARBARA, ADOPTING A DRUG AND ALCOHOL FREE WORKPLACE POLICY.

WHEREAS, The Federal Drug Free Workplace Act of 1988 requires the adoption of a drug free workplace policy, and

WHEREAS, the presence of drugs and alcohol on the job, and the influence of these substances on employees during working hours jeopardizes the safety of employees, the public, and the efficiency of City operations; and

WHEREAS, the City wants to establish a drug and alcohol free workplace;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SANTA BARBARA:

That the attached Drug and Alcohol Free Workplace Policy be adopted.

Adopted August 21, 1990

CITY OF SANTA BARBARA
DRUG AND ALCOHOL FREE WORKPLACE POLICY

I. PURPOSE

The City of Santa Barbara, in its efforts to provide a drug and alcohol free environment, has adopted this Drug and Alcohol Free Workplace Policy. It is the purpose of this policy to eliminate alcohol and drug abuse by City Employees and its effects in the workplace. The presence of drugs and alcohol on the job and the influence of these substances on employees during working hours jeopardizes the safety of employees, the public, and the efficiency of City operations. It is the intent of the City, in adopting this policy, to meet the requirements of the Drug Free Workplace Act of 1988 (41 U.S.C. Section 701-707).

II. POLICY

In recognition of the duties entrusted to the employees of the City of Santa Barbara and with knowledge that drugs and alcohol hinder a person's ability to perform job related duties safely and effectively, the City of Santa Barbara adopts the following policy:

1. The use, possession, manufacture, dispensation or distribution of drugs and alcohol is prohibited:
 - a. in the workplace;
 - b. while on City time;
 - c. in City vehicles or facilities except as defined in City's facilities use policies;
 - d. prior to coming to work, so that the employee's performance is impaired.
2. The City is committed to providing reasonable accommodation to those employees whose drug or alcohol problem classifies them as handicapped, under federal law.
3. The City has established a voluntary Employee Assistance Program (EAP) to assist those employees who voluntarily seek help for alcohol or drug problems (as well as for a variety of other personal problems). Employees may seek confidential assistance from the EAP counselor.

III. APPLICATION

1. This policy applies to all full time, part time and temporary employees, and to all applicants for positions with the City. This policy applies to alcohol and all substances, drugs or medications, legal or illegal, which impairs an employee's ability to effectively and safely perform his/her job duties.
2. A copy of this policy will be provided to all City employees.
3. A drug-free awareness program will be established to inform employees of the dangers and penalties of drug use in the workplace and of available counseling, rehabilitation and employee assistance programs.

4. Violations of the policy may result in disciplinary action being taken, up to and including termination, in addition to possible criminal penalties or refusal to hire an applicant.

IV.EMPLOYEES RESPONSIBILITIES

An employee:

1. Must not report to work, or be subject to scheduled duty while his/her ability to perform job duties is impaired due to on or off duty alcohol or drug use.
2. Must not use, possess, manufacture, dispense or distribute drugs or alcohol
 - a. in the workplace;
 - b. on City time;
 - c. in City vehicles or facilities except as defined in City's facilities use policies;
 - d. prior to coming to work, so that the employee's performance is impaired.
3. Must notify his/her supervisor, before beginning work, when drugs (prescription or non-prescription) may interfere with the safe and effective performance of duties or operation of City equipment. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using prescribed drug, authorization from a qualified physician may be required.
4. Must notify his/her department head of any criminal drug or alcohol statute conviction, for a violation occurring in the workplace, no later than five (5) days after such conviction.
5. A safety employee must notify his/her department head of all alcohol or criminal drug statute convictions, no later than five (5) days after such conviction.
6. Who thinks he/she may have an alcohol or drug use problem is urged to voluntarily seek free confidential assistance from the City's Employee Assistance Program (EAP) counselor. It is the responsibility of each employee to seek assistance before alcohol or drug problems lead to job related performance problems.

V. MANAGERS AND SUPERVISORS RESPONSIBILITIES AND GUIDELINES

1. Managers and supervisors are responsible for enforcement of this policy and will inform the Department Head and the Human Resources Manager of any violations.
2. Employees who may have a suspected alcohol or drug use problem should be encouraged to voluntarily seek confidential assistance from the City's Employee Assistance Program (EAP).
3. When it is suspected that an employee is under the influence of drugs or alcohol at the workplace, managers and supervisors shall prevent the employee from engaging in further work, remove the employee from the work place, consult with another manager or supervisor to confirm their suspicions, and then, take appropriate action. The employee shall be informed that a union representative or shop steward could be notified, at the employee's request. Managers and supervisors may notify the appropriate law enforcement agency.
4. When it is suspected that an employee may have illegal drugs or is under the influence if illegal drugs, managers and supervisors shall notify the appropriate law enforcement agency.

5. For employees working on programs receiving federal grant money, the City shall:
 - a. notify the Federal contracting agency within ten (10) days after receiving notice of an employee's criminal drug statute conviction occurring in the workplace. (41 U.S.C. Section 701-717)
 - b. impose a sanction, or require the satisfactory participation in a drug abuse assistance or rehabilitation program for any employee who is convicted of a criminal drug statute violation occurring in the workplace. (41 U.S.C. Section 701-707)

Federal D.O.T. Urine Specimen Testing Levels
From 49 CFR Part 40 Subpart F

All cutoff concentrations are expressed in nanograms per milliliter (ng/mL). The table follows:

Type of Drug or Metabolite	Initial Test	Confirmation Test
(1) Marijuana metabolites (i) Delta-9-tetrahydrocannabinol-9-carboxylic acid (THC)	50	15
(2) Cocaine metabolites (Benzoylecgonine)	300	150
(3) Phencyclidine (PCP)	25	25
(4) Amphetamines (i) Amphetamine (ii) Methamphetamine	1000	500 500 (Specimen must also contain amphetamine at a concentration of greater than or equal to 200 ng/mL.)
(5) Opiate metabolites (i) Codeine (ii) Morphine (iii) 6acetylmorphine	2000	2000 2000 10 Test for 6-AM in the specimen. Conduct this test only when specimen contains morphine at a concentration greater than or equal to 2000 ng/mL.



**CITY OF SANTA BARBARA ADMINISTRATIVE
POLICIES:**

Appendix E
Policy No. TBA

9/80 WORK SCHEDULE POLICY

Issued by: Barbara Barker, Human Resources Manager

Adopted: 5/8/2007
Updated: 5/8/2007

PURPOSE:

To set forth the City of Santa Barbara's policy and procedures governing the establishment and administration of an alternate work schedule commonly referred to as "9/80's".

This policy is intended to complement the provisions of the City of Santa Barbara's "FlexWork Policy" and "Child Care Personnel Policies". However, in the event of a conflict between those provisions and this policy, this policy shall control for all purposes.

POLICY:

The 9/80 alternate work schedule may be the standard assigned schedule for a position or work unit, or may be granted, at the employee's request, as an alternative work schedule under the City's FlexWork Program or Childcare Personnel Policies (also called "Family Friendly Policies"). The guidelines set forth in this policy will apply to any employee working a 9/80 schedule.

DEFINITIONS:

1. 9/80 Alternate Work Schedule

The 9/80 alternate work schedule shall consist of eight (8) work days of nine (9) hours and one work day of eight (8) hours for a total of eighty (80) hours during two (2) consecutive work weeks. For non-management employees, the eight (8) hour work day must be on the same day of the week as the employee's regular Flex Day Off (FDO). Under the 9/80 schedule, one calendar (e.g., Saturday-Friday) week shall consist of 44 work hours (four 9-hour days and one 8-hour day) and the alternating calendar week will consist of 36 work hours (four 9-hour days and one day off).

2. Flex Day Off

The Flex Day Off (FDO) shall be an eight (8) hour day and may occur on any day of the week. For non-management employees, the FDO must be the same day of the week as the employee's 8-hour work day that occurs in the preceding and subsequent work weeks (e.g. if the employee's regularly scheduled Flex Day Off is each alternate Friday, then the employee shall be scheduled to work eight hours the preceding and subsequent Fridays).



**CITY OF SANTA BARBARA ADMINISTRATIVE
POLICIES:**

Policy No. TBA

9/80 WORK SCHEDULE POLICY

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Adopted: 5/8/2007
Updated

3. 9/80 FLSA Workweek

Under the Fair Labor Standards Act, the workweek is defined as “a fixed and regularly recurring period of seven consecutive 24-hour periods (168 hours).” When an employee is assigned to a 9/80 schedule, the 9/80 work week begins on the employee’s 8 hour day, at exactly four (4) hours after the scheduled start time and ends 168 hours later, at the same time on the same day during the following week. This results in 40 straight time hours per FLSA workweek, and 80 straight time hours per pay period.

4. City Pay Period

The City’s pay period begins at 12:00 a.m. (midnight) on Saturday, and ends immediately before the same time on Friday two weeks later. This is different than the FLSA work period for an employee on a 9/80 schedule, whose FLSA workweek may span 2 pay periods.

5. Fair Labor Standards Act (FLSA)

The Fair Labor Standards Act is a Federal law that sets minimum wage, overtime pay, equal pay, recordkeeping, and child labor standards for employees that it covers.

6. Non-Exempt Employee

A non-exempt employee is an employee who, because of the type of duties performed, the usual level of decision making authority, and the method of compensation, is subject to the provisions of the Fair Labor Standards Act. Nonexempt employees are generally required to account for all hours worked and must be compensated at not less than time-and-one half at the regular rate for all hours worked over 40 in one FLSA workweek.

APPROVAL:

Scheduling of a 9/80 Work Schedule including the selection of the work days, work times, and the FDO, shall be done by management based on business needs, subject to the requirements of the applicable M.O.U. and/or side letter governing the 9/80 Work Schedule.

The City and the Union agree that under certain circumstances, alternative work schedules (9/80, 4/10, and/or modified starting or ending times) may be beneficial to both employees and the City. Employees may request , upon their own initiative, consideration of an alternate schedule and/or FDO based on childcare, alternative commute, school, or other personal issues through the FlexWork Policy or Childcare Personnel Policies.



**CITY OF SANTA BARBARA ADMINISTRATIVE
POLICIES:**

Policy No. TBA

9/80 WORK SCHEDULE POLICY

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Adopted: 5/8/2007
Updated

CHANGES TO SCHEDULE LIMITED:

1. Changing the Flex Day Off

Once the FDO is designated, working on the FDO may incur overtime in one or more FLSA workweeks, therefore working on the FDO or making changes to the FDO requires management approval.

Temporary changes to the FLSA workweek and/or the FDO to avoid overtime are not permitted.

2. Working on the 8 Hour Day

Once the 9/80 schedule begins, working an alternate schedule on the 8 hour work day may incur overtime liability* in one or more FLSA workweeks. Therefore, altering an employee's schedule on the 8 hour day requires management approval. (*e.g., if an employee scheduled to work from 8-5 comes in 7-4 instead, one work week will incur 1 hour of overtime, and the employee will be short an hour in the next work week and need to use leave balances.)

HOLIDAYS, PERSONAL TIME OFF AND JURY DUTY:

1. Holidays

Employees on a 9/80 work schedule who are eligible for holiday pay will be entitled to the same Holiday pay as employees on a 10/80 (40 hour) work schedule. Holiday pay shall remain at eight (8) hours. When a holiday falls on a regular nine (9) hour workday, the employee shall use one (1) hour of personal accrued leave time (vacation, personal leave, or comp time) to make up the ninth hour.

When the holiday is observed on the employee's FDO, the employee will accrue an additional 8-hour holiday day off. If required under the applicable M.O.U., such day off shall be taken within thirty (30) calendar days or shall be compensated at straight pay after the 30th day.

2. Personal Leave and Bereavement Leave

Employees on a 9/80 work schedule who are eligible for personal and/or bereavement leave will be entitled to the same Personal Leave and/or Bereavement pay as employees on a 10/80 (40 hour) work schedule. Personal Leave and Bereavement pay are granted to full-time employees in amounts equivalent to 8 hour days (e.g., the employee will be eligible for a total of up to 32 hours of personal leave and up to 40 total hours of bereavement leave). Personal Leave and Bereavement pay are charged at



**CITY OF SANTA BARBARA ADMINISTRATIVE
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9/80 WORK SCHEDULE POLICY

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Adopted: 5/8/2007
Updated

nine (9) hours for time taken on a scheduled nine hour day and (8) hours for time taken on a scheduled eight hour day.

3. Vacation, Sick, Compensatory Time, PTO, etc.

Time off from work using accrued vacation, sick, PTO, or other paid leave banks will be charged at nine (9) hours for time taken on a scheduled nine hour day. Time off from work on the eight (8) hour work day will be charged at eight (8) hours.

4. Jury Duty

An employee shall not be entitled to jury duty pay, or to overtime pay or compensatory time off for jury duty on the FDO. However, an employee on an absence exceeding one week for jury duty, military duty, etc. may request to temporarily switch back to a regular 10/80 schedule. The transition guidelines below will apply to approval of such request to transition to the 40-hour schedule (Section F2, below) or back from the 40-hour schedule (Section F1, below).

OVERTIME:

1. Overtime Earned

When an overtime-eligible employee is on a 9/80 work schedule, overtime for hours exceeding 40 in a workweek, both under the FLSA and as provided under any applicable M.O.U., will be based on the FLSA workweek. In other words, employees who are eligible for overtime shall receive overtime pay or compensatory time off for hours worked in excess of 36 or 44 hours in their respective scheduled (e.g., Sunday-Friday) calendar workweek.

Employees may also be eligible for overtime or compensatory time for other hours in excess of the regular 9/80 work schedule, as provided under the applicable M.O.U.

2. Overtime Paid

The 9/80 FLSA workweeks will not generally correspond with the City's pay periods. Therefore, where adjustments to overtime compensation cannot be calculated until the completion of the employee's workweek (e.g., when they occur in the last half of the 8 hour day), a one pay period's delay in the employee receiving the additional compensation may occur.



**CITY OF SANTA BARBARA ADMINISTRATIVE
POLICIES:**

Policy No. TBA

9/80 WORK SCHEDULE POLICY

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Adopted: 5/8/2007
Updated

TRANSITIONING TO OR FROM A 9/80 WORK SCHEDULE:

When an employee transitions from a 10/80, 4/10, or other 40-hour per week work schedule to a 9/80 work schedule, there will be a change to the beginning of the FLSA workweek. This results in a situation in which 4 hours fall in both the old workweek and the new workweek. The following procedures are designed to avoid an overtime obligation during this change. Any deviation from these procedures must be approved in advance by management.

1. Transitioning to a 9/80 Work Schedule

For a non-management employee, the transition to a 9/80 work schedule will be set to begin during a 36-hour calendar workweek, when an FDO occurs. Four hours in the new FLSA workweek will overlap with the prior 40 hour calendar work week, but because the following calendar week will contain 36 hours, this will result in 40 hours of straight time in the first new FLSA work week.

2. Transitioning to a normal 40 hour Work Schedule

For a non-management employee, the transition back to a normal 40-hour work week (e.g. "10/80" or "4/10") from a 9/80 work schedule will be set to begin the week following a 36-hour calendar work week. This will result in 40 hours of straight time in both the prior FLSA 9/80 work week and the new regular FLSA calendar work week.

While this change will not lead to overtime, this will result in the employee working only 72 hours in the pay period in which the change occurs. Employees must use 4 hours from their available leave banks to make up this time not worked. [To avoid this result, management would need to approve the employee to work an additional 4 hours during that pay period, recognizing that those hours will be paid at the overtime rate.]

AGREEMENT BETWEEN THE CITY OF SANTA BARBARA (“THE CITY”) AND THE SANTA BARBARA CITY EMPLOYEES’ ASSOCIATION, LOCAL 620 SERVICE EMPLOYEES’ INTERNATIONAL UNION, AF OF L, CIO (“THE UNION”) REGARDING TERM AND COMPENSATION OF RESIDENT PARKS CARETAKERS

Whereas, City owns several residential units on City park property that serve as caretaker residences;

Whereas, City wishes to lease such residential units to qualified City employees (“The Caretakers”);

Whereas, City and Union wish to document the terms and conditions of the employer-employee relationship incidental to these residential leases;

Now, therefore, City and Union enter into this agreement concerning the terms and conditions of employment of City park caretakers who are represented by Union.

1) **Lease Agreement.** Any Caretaker who is required or allowed to occupy a residential unit on City park property shall execute a lease agreement with the City. The lease agreement shall govern the landlord-tenant relationship between the City and the Caretaker. Any rent charged for the residential unit shall not exceed the maximum amount allowed under section 10 of California Wage Order 4-2001, or any successor wage order (currently \$381.20 per month). Nothing in this Agreement or any Memorandum of Understanding between the City and the Union shall interfere with the enforcement of any of the provisions of the lease agreement between the City and the Caretaker. City and Union do hereby agree that City is not obligated to meet and confer with Union prior to enforcing any provision of the lease agreement including, but not limited to, termination of the lease. Furthermore, the Caretaker shall not have grievance rights regarding the terms, conditions and covenants of the lease agreement.

2) **Letter Agreement.** This Agreement shall govern the employer-employee relationship between the City and Caretaker. The terms of this Agreement shall supplement the terms of any adopted Memorandum of Understanding between City and Union applicable to the Caretaker’s employment. The terms of the Lease Agreement do not govern the employer-employee relationship. Incident to their residence in City parks, Caretakers may be required or allowed to perform miscellaneous services (“Caretaker Services”) including, but not limited to:

- a. Skofield Park – opening and closing park entrances, custodial services in park restrooms, park monitoring, special event monitoring and responding to security violations by observing and reporting incidents of fire, accidents, vandalism, illegal dumping, unauthorized camping or other illegal or unauthorized activity; protecting park property from damage and receiving comments and complaints from neighbors and park users. Caretaker to conduct a daily site walk of the property and maintain a log of all time spent on caretaker services.
- b. Franceschi Park – opening and closing park entrances, custodial services in park restrooms, park monitoring, and responding to security violations by observing and reporting incidents of fire, accidents, vandalism, illegal dumping, unauthorized camping or other illegal or unauthorized activity; protecting park property from damage and receiving comments and complaints from neighbors and park users. Caretaker to conduct a daily site walk of the property and maintain a log of all time spent on caretaker services.
- c. Douglas Family Preserve – park monitoring, and responding to security violations by observing and reporting incidents of fire, accidents, vandalism, illegal dumping, unauthorized camping or other illegal or unauthorized activity; protecting park property from damage and receiving comments and complaints from neighbors and park users. Caretaker to conduct a daily site walk of the property and maintain a log of all time spent on caretaker services.

3) **Services Only Required During Work Hours, No Standby Time.** All required Caretaker Services shall be assigned as part of the Caretaker's normal work hours. Outside the Caretaker's normal work hours, the Caretaker shall not be required to be on the park property or to be available to perform Caretaker Services at any time. Time spent on park property outside the Caretaker's normal work hours shall not be considered hours worked and shall not be subject to standby pay.

4) **Services Outside Normal Work Hours Permitted.** Notwithstanding the assignment of work hours in section 3 above, if the Caretaker is on the park property outside the Caretaker's normal work hours and the Caretaker becomes aware of a situation that requires immediate attention in order to protect public safety or public or private property, the Caretaker may, but is not required to, attend to the situation. Any such work shall be compensated in accordance with the wage specified in section 5 below. The Caretaker is not entitled to call-back time or shift differential pay for the services described in this section. City reserves the right to prospectively limit the number of hours spent on such caretaker duties outside of normal work hours.

5) **Pay for Services Outside Normal Work Hours.** If the Caretaker performs any Caretaker Services outside the Caretaker's normal work hours, the Caretaker shall be compensated at minimum wage (currently \$6.75) for caretaker services. Overtime will be calculated as required by law based on the employees "weighted average" rate which is determined by dividing total earnings for the workweek, including earnings during overtime hours, at the straight time rate, by the total hours worked during the workweek, including the overtime hours. For example: 40 hours at \$10.00 an hour for regular employment plus 2 hours at \$6.75 an hour as a Caretaker yields an overtime rate of \$9.85 per hour (\$413.50, divided by 42 hours).

6) **Compensation for Services Outside Normal Work Hours Applied First Against Rent.** All compensation for Caretaker Services Outside Normal Work Hours described in Sections 4 and 5 shall first be applied as a credit against the rental value of the Caretaker residence (currently \$381.20). If the rent credit for any calendar month is exhausted, the Caretaker will be compensated for the additional Caretaker Services as a cash payment. If the Caretaker does not perform Caretaker Services equaling the rental value of the Caretaker residence, the remainder of rent will be forgiven by the City.

7) **Caretaker Services Log.** The Caretaker shall keep a detailed log of all Caretaker Services performed. Caretaker shall present a copy of this log to the Caretaker's supervisor monthly.

8) **Three Year Assignment.** Union agrees that the Caretaker assignment (and tenancy) shall generally be limited to a three-year term. At the conclusion of the three-year term, the Parks and Recreation Director may replace the Caretaker with another qualified Parks and Recreation Department employee who is able to perform the essential caretaker functions, or the City and the incumbent tenant may enter into a new three-year assignment and Lease Agreement. **[This section will not apply to Steve Spencer]**

Appendix G
HOLIDAY CLOSURE PLAN
General Unit

The City may implement a holiday closure for some or all operations with employees using paid leave, unpaid time, or working, consistent with the plan included below.

Employees will receive pay for normal legal holidays (Christmas Day and New Year's Day) as usual. The City reserves the right to cancel the Holiday Closure, and/or to call some or all available employees back to work in the event of a crisis or emergency.

EFFECT ON EMPLOYEES:

Employees in operations that close for the holiday closure period will have several options for their normal workdays. They may choose to:

- 1) **Take accrued paid leave.** Employees may use accrued leave from their vacation, personal leave, or compensatory time balances.
- 2) **Take voluntary leave without pay.** Employees who prefer leave without pay for all or part of the time may have the portion of time they were on unpaid leave spread over the remaining pay periods paid in the fiscal year, beginning the first pay period in which the unpaid leave is taken. As with all unpaid leaves of absence, some benefits (such as paid time off and retirement contributions) will not accrue during the unpaid leave. However, the Holiday Closure will not affect monthly health, life or disability insurance premium contributions.

Employees who opt to spread leave without pay over the remaining pay periods in the fiscal year, will be required to reimburse the City upon termination of employment if the full value of the time off has not been recouped.

- 3) **Work.** Employees may choose to work one or more days during the Holiday Closure. Employees who wish to work during the Holiday Closure must advise their Manager no later than November 15th

Work assignments during the Holiday Closure period may or may not fall within the employee's normal job duties, hours, or location. However, consideration will be given to the employee's normal job functions in making assignments, and such assignments will not be made for arbitrary or capricious reasons. Employees reassigned during the closure will receive a minimum of two weeks notice of the location and job function of the reassignment, and management will make reasonable efforts not to change such assignments thereafter, consistent with the needs of the City..

Some employees may be required to work during the closure. Management will make reasonable efforts to allow those employees who wish to take time off to be able to do so. Employees who wish to be off will not be denied the use of accrued paid leave unless an insufficient number of qualified volunteers are available to perform essential services.

**2013-2016 SALARY PLAN APPLICABLE TO
UNREPRESENTED NON-SUPERVISORY CONFIDENTIAL EMPLOYEES**

1. This plan will apply to employees positions classified as non-supervisory Confidential employees effective on the date of Council ratification of this plan.
2. The term of the salary plan is from October 1, 2013 to September 30, 2016.
3. The City Administrator is authorized to provide Confidential employees with salary and benefits changes under the same terms and conditions as General Unit employees, except as detailed herein.
4. Special Base Salary Adjustment: The following special adjustments will be made in addition to the across-the-board salary increase:

a. Effective February 8, 2014:

<u>Classification</u>	<u>Increase</u>
Human Resources Analyst	1%
Risk Analyst	1%

b. Effective October 4, 2014

<u>Classification</u>	<u>Increase</u>
Human Resources Analyst	1%
Risk Analyst	1%

5. Vacation Cash Out: Since the annual option to receive cash payment in lieu of vacation time (vacation cash-in) was eliminated for this group effective July 1, 2012,
 - a. No Cash Out: Employees will not be eligible for any cash out of vacation time;
 - b. Vacation Accrual Cap: The maximum vacation accrual will remain at 296 hours; and
 - c. Medical Insurance: The maximum City medical contribution will remain at \$1055.01 per employee per month.



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: January 28, 2014

TO: Mayor and Councilmembers

FROM: Planning Division, Community Development Department

SUBJECT: Amendments To Quorum Standard For Single Family Design Board

RECOMMENDATION:

That Council introduce and subsequently adopt, by reading of title only, An Ordinance of the Council of the City of Santa Barbara Amending Section 22.69.010 of the Santa Barbara Municipal Code Relating to the Conduct of Meetings of the Single Family Design Board.

DISCUSSION:

Since being formed in 2007, the Single Family Design Board (SFDB) has been composed of seven members appointed by City Council. The composition of the Board requires two members to be licensed architects, one member to be a licensed landscape architect, three members to possess professional qualifications in fields related to architecture, landscaping or building design, and one member is appointed from the public at large. The SFDB was created by City Council with its Board membership and composition originally intended to mimic that of the Architectural Board of Review (ABR). Due to a possible oversight, the ordinance quorum provisions for the number of licensed architects do not match. The SFDB quorum requirement outlined in SBMC 22.69.110C is that two members be either a licensed architect or landscape architect. SBMC Section 22.68.110.C of the ABR ordinance only requires one member of the four member quorum to be a licensed architect.

Over the past two years, there have been several instances where SFDB meetings were cancelled due to the loss of a required quorum. The minimum two licensed architect quorum requirement was not achieved due a combination of the following reasons:

1. The number of licensed architects currently appointed on the SFDB (four of the seven members are currently unlicensed),
2. The possibility that two of the three licensed members would not be able to attend a meeting due to scheduled vacations or absences,

3. The possibility that some of the current practicing licensed architects would need to step down on items where there is a conflict of interest.

On December 17, 2013, Planning Staff presented the proposed Municipal Code amendment to the Ordinance Committee and received unanimous support for the quorum standard change. Staff also presented possible alternatives to achieve a quorum requirement. There was common agreement that the SFDB quorum standard be amended to match that of the ABR that requires one member of the four member quorum to be a licensed architect. The SFDB's Meeting Procedures will also be updated to reflect this minor quorum standard change.

Planning staff, the SFDB and Ordinance Committee support the ordinance amendment and believe that the change will prevent the possibility of future SFDB meeting cancellations due to a loss of quorum. The minimum four member quorum remains in effect which still allows for good decisions to be made by the remaining majority of board members. The change is expected to provide for better customer service for applicants and prevent delays in review of projects.

PREPARED BY: Jaime Limón, Design Review Supervisor

SUBMITTED BY: Bettie Weiss, Acting Community Development Director

APPROVED BY: City Administrator's Office

COUNCIL INTRODUCTION DRAFT 1/28/14
SHOWING CHANGES FROM THE EXISTING CODE

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF
SANTA BARBARA AMENDING SECTION 22.69.010 OF
THE SANTA BARBARA MUNICIPAL CODE RELATING
TO THE CONDUCT OF MEETINGS OF THE SINGLE
FAMILY DESIGN BOARD.

THE CITY COUNCIL OF THE CITY OF SANTA BARBARA DOES ORDAIN AS
FOLLOWS:

SECTION 1. Section 22.69.010 of Chapter 22.69 of Title 22 of the Santa Barbara Municipal Code is amended to read as follows:

22.69.010 Single Family Design Board.

A. **PURPOSE.** A Single Family Design Board is hereby created and established by the City to promote the general public welfare, protect and preserve the City's natural and historical charm, and enhance the City's aesthetic appeal and beauty. The goal of the Single Family Design Board shall be to ensure that single family residential unit projects are compatible with the surrounding neighborhood in size and design. The Single Family Design Board is also charged with the task of protecting public visual resources and promoting the ecological sustainability of the City's built environment through the design review process.

B. **MEMBERSHIP.** The Single Family Design Board shall be composed of seven (7) members appointed by the City Council. Two (2) members shall be licensed architects, one (1) member shall be a licensed landscape architect, (3) members shall possess professional qualifications in fields related to architecture, including, but not limited to, building design,

structural engineering, industrial design, or landscape contracting, and one (1) member shall be appointed from the public at large. All members of the Board shall reside within Santa Barbara County and shall hold office at the pleasure of the City Council. A person may serve on the Architectural Board of Review or the Historic Landmarks Commission and the Single Family Design Board at the same time.

C. **CONDUCT OF MEETINGS.** The members of the Single Family Design Board shall elect from their own members a chair and vice-chair. The Community Development Director or his or her designee shall act as secretary and record Board actions and render written reports thereof for the Board as required by this Chapter. The rules of procedure for the Board shall be established and approved by resolution of the City Council. Four (4) members shall constitute a quorum, ~~two (2)~~one (1) of whom shall be ~~either a licensed architect or a licensed landscape architect.~~



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: January 28, 2014
TO: Mayor and Councilmembers
FROM: Accounting Division, Finance Department
SUBJECT: Comprehensive Annual Financial Report (CAFR) For The Fiscal Year Ended June 30, 2013

RECOMMENDATION: That Council:

- A. Receive a report from staff on the Comprehensive Annual Financial Report for the Fiscal Year ended June 30, 2013; and
- B. Accept the Comprehensive Annual Financial Report for the Fiscal Year ended June 30, 2013.

DISCUSSION:

Pursuant to City Charter, Finance Department staff has prepared the City's annual financial statements for the fiscal year ended June 30, 2013. Each year, financial statements are prepared to report on the financial condition of the City as a whole, as well as individual funds/operations that are included within the City's operations.

While only certain financial statements and schedules are required by state law and the City Charter, other information and elements are needed to be considered for an award for excellence in financial reporting from the Government Finance Officers Association (GFOA), which recognizes the highest standards of financial reporting. As such, the expanded financial statements and other information included in the report are collectively referred to as a Comprehensive Annual Financial Report ("CAFR"). In addition to allowing the CAFR to be considered for the GFOA award for financial reporting, the financial statements are expanded to enable the community and other interested parties to obtain a better and more complete understanding of the City's finances and operations.

The financial statements were audited by the independent public accounting firm of Lance, Soll & Lughard, LLP (LSL), whose unmodified opinion is included within the financial section of the report. An unmodified opinion indicates that the financial statements present fairly the financial position of the City of Santa Barbara as of June 30, 2013, and the results of operations, in accordance with generally accepted accounting principles. As part of the audit, LSL also reviewed and performed tests of the City's internal accounting control procedures to determine if there are any material weaknesses or instances of non-

compliance. Based on the audit, no instances of non-compliance or material weaknesses were noted.

The CAFR is divided into three major sections: the introductory section, the financial section, and the statistical section. The introductory section includes the letter of transmittal, a directory of City officials, and an organizational chart. The financial section includes the independent auditors' report (as noted above), management's discussion and analysis (MD&A), and the financial statements, including notes. The statistical section includes financial trend information as well as demographic information about the City.

Staff will present the CAFR to the Finance Committee just prior to the Council's afternoon session. A representative from LSL will be present to provide the Finance Committee and Council with a summary of the audit and the results thereof.

The Comprehensive Annual Financial Report (CAFR) for the Fiscal Year Ended June 30, 2013 is available for review by the public in the City Clerk's Office and a copy will be available in the Council offices for Council members' review. An electronic version of the CAFR will be available on the City's website no later than January 31, 2014.

SUBMITTED BY: Robert Samario, Finance Director

APPROVED BY: City Administrator's Office



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: January 28, 2014

TO: Mayor and Councilmembers

FROM: City Administrator's Office

SUBJECT: Conference With Labor Negotiator

RECOMMENDATION:

That Council hold a closed session, per Government Code Section 54957.6, to consider instructions to City negotiator Kristy Schmidt, Acting Administrative Services Director, regarding negotiations with the Treatment and Patrol Bargaining Units, Hourly Bargaining Unit, Police Management Association, and regarding salaries and fringe benefits for certain unrepresented management and confidential employees.

SCHEDULING: Duration, 30 minutes; anytime

REPORT: None anticipated

PREPARED BY: Kristy Schmidt, Acting Administrative Services Director

SUBMITTED BY: Kristy Schmidt, Acting Administrative Services Director

APPROVED BY: City Administrator's Office



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: January 28, 2013

TO: Mayor and Councilmembers

FROM: Risk Management Division, Finance Department

SUBJECT: Conference With Legal Counsel – Pending Litigation

RECOMMENDATION:

That Council hold a closed session to consider pending litigation pursuant to subsection (d) (1) of section 54956.9 of the Government Code and take appropriate action as needed. Pending litigation considered is: *George C. Kier v. City of Santa Barbara*, WCAB cases ADJ5821044, ADJ8386411, ADJ8475410, and ADJ unassigned.

Scheduling: Duration, 10 minutes; anytime

Report: None anticipated

PREPARED BY: Mark W. Howard, Risk Manager

SUBMITTED BY: Robert Samario, Finance Director

APPROVED BY: City Administrator's Office



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: January 28, 2014
TO: Mayor and Councilmembers
FROM: Airport Administration, Airport Department
SUBJECT: Conference With Real Property Negotiators

RECOMMENDATION:

That Council hold a closed session pursuant to Government Code Section 54956.8 (Conference with Real Property Negotiators):

Real Property: A portion of the Airport property located at 6100 Hollister Avenue, bounded by Hollister Avenue, Frederick Lopez Road, Francis Botello Road and David Love Place (Parcel 22 of the Airport Specific Plan Map, City Parcel Map No. 20,608) in the City of Santa Barbara.

City Negotiators: Hazel Johns, Acting Airport Director; Paul Casey, Assistant City Administrator; Sarah Knecht, Acting City Attorney.

Negotiating Parties: Direct Relief International: Thomas Tighe, President and CEO; Judy Partch, Director of Human Resources, Administration & Compliance.

Under Negotiation: Instructions to negotiators will concern price and terms of payment of a possible ground lease or property purchase.

SCHEDULING: Duration, 30 minutes; anytime

REPORT: None anticipated

PREPARED BY: Hazel Johns, Acting Airport Director

SUBMITTED BY: Hazel Johns, Acting Airport Director
Sarah Knecht, Acting City Attorney

APPROVED BY: City Administrator's Office



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: January 28, 2014

TO: Mayor and Councilmembers

FROM: City Attorney's Office

SUBJECT: Conference With Legal Counsel – Pending Litigation

RECOMMENDATION:

That Council hold a closed session to consider pending litigation pursuant to subsection (d)(1) of section 54956.9 of the Government Code and take appropriate action as needed. The pending litigation is *In re Dana Chase*.

SCHEDULING: Duration, 15 minutes; anytime

REPORT: None anticipated

SUBMITTED BY: Sarah Knecht, Acting City Attorney

APPROVED BY: City Administrator's Office