

**CITY OF SANTA FE SPRINGS
MINUTES FOR THE 5:00 PM SPECIAL MEETING
OF THE CITY COUNCIL**

MARCH 10, 2011

1. CALL TO ORDER

Mayor Serrano called the Special Meeting of the City Council to order at 5:13 p.m.

2. ROLL CALL

Present: Councilmembers González, Moore, Trujillo, Mayor Pro Tem Rounds, and Mayor Serrano

Also present: Thaddeus McCormack, City Manager; Anita Jimenez, Deputy City Clerk; Steve Skolnik, City Attorney; Paul Ashworth, Director of Planning & Community Development; Don Jensen, Director of Public Works; Dino Torres, Director of Police Services; Maricela Balderas, Director of Family & Human Services; Jose Gomez, Director of Finance & Administrative Services; Alex Rodriguez, Fire Chief

3. STUDY SESSION

Law Enforcement Contract with the City of Whittier

City Manager Thaddeus McCormack introduced the proposal to amend the Contract between the City of Santa Fe Springs and the City of Whittier Police Department, followed by a presentation from newly appointed Whittier Police Chief Jeff Piper on existing Whittier PD policing efforts in Santa Fe Springs and future goals.

City Manager proceeded in summarizing the proposed contract changes:

In general there are three (3) areas of focus in terms of change:

1) Updates to contract language to reflect actual operations and practices, including replacing outdated personnel titles for current ones (e.g., Director of Police Services replacing reference to Assistant City Manager and Director of Police/Community Relations).

2) Term of the contract, and consequently the severance provisions. The initial contract was for 5 years, with 1 year evergreen extensions and 12 month severance notification. The proposed contract would be for 3 years with 3 year extensions and 18 months severance notification.

The original severance provisions allowed Whittier to keep serviceable equipment that existed from the onset of the contract and gave equipment purchased through the Equipment Replacement Fund to Santa Fe Springs. Additionally, Santa Fe Springs was responsible for 3 months of severance pay for Whittier employees laid off as a result of the contract's termination, as well as Whittier's share of unemployment payments. The new contract has a more comprehensive and precise manner of calculating and

assessing termination costs, including costs associated with relocation of personnel and equipment, re-programming of software and hardware, and estimated costs of the workers compensation and liability claims occurring through the term of the contract, as well as the costs delineated in the original contract.

3) Indemnification and Liability. The original contract had Whittier carry the lion's share of liability, as well as provided for one-way indemnification flowing from Whittier to Santa Fe Springs. The new contract proposes an approach more typical of conventional interagency agreements that provided for shared liability and reciprocal indemnification.

The City Council asked questions of the City Manager, Director of Police Services, and Chief of Police relating to investigations of citizen complaints; tenure of officers assigned to Santa Fe Springs; assignment/bailing of equipment; community based policing; responsiveness to community and City Council; shared liability and cost allocation.

Councilmember González shared his concern that the title "*Director of Police Services*" was not substituted for the deleted "*Assistant City Manager and Director of Police/Community Relations*" in all instances. He wanted to make it clear that the Director of Police Services is responsible for ensuring the conditions of the contract are met from an operational standpoint, and should be the City Manager's "*designee*" wherever such designation is called for. The City Manager concurred that there is no intent to exclude the Director of Police Services from any responsibility under the contract and that he agrees with Councilmember González's characterization of the role that the Director of Police Services plays in overseeing the contract. The City Manager will ensure that "Director of Police Services" was inserted in all instances, as well as under General Policies, Paragraph 3 to reflect "Designee" referring to the Director of Police Services.

Councilmember Moore inquired if they can take a look at Whittier's total end-of-year costs relative to the number of sworn personnel assigned to Whittier. The City Manager indicated that he would bring this information to the Council as part of the upcoming Budget process.

Councilmember González requested a report on overtime costs for the past three (3) years.

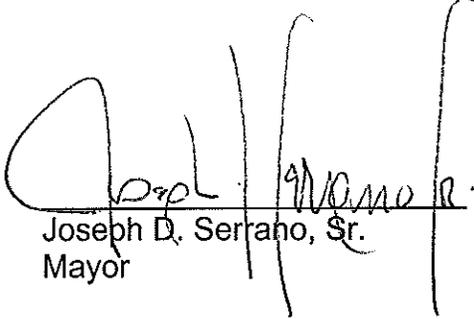
Steve Skolnik noted that the recommendation could be made to include language that authorized staff to make minor changes in the language, contingent upon the approval of the City Attorney, City Manager, and Council subcommittee, so that the contract would not have to be presented at a future Council meeting.

Mayor Serrano asked if there was a motion, including the authorization for staff to make minor changes in the language contingent upon the approval of the City Attorney, City Manager, and Council subcommittee. Councilmember González moved to approve the Law Enforcement Agreement between the Cities of Whittier and Santa Fe Springs, including the authorization for staff to make minor changes in the language contingent upon the approval of the City Attorney, City Manager, and Council subcommittee. Councilmember Trujillo seconded the motion, which carried unanimously.

The Mayor stated that he was very appreciative of the staff of the Whittier Police Department.

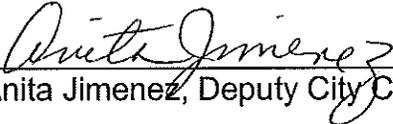
4. **ADJOURNMENT**

Mayor Serrano adjourned the meeting at 6:38 p.m.



Joseph D. Serrano, Sr.
Mayor

ATTEST:



Anita Jimenez, Deputy City Clerk

4-14-11
Date