

MEMORANDUM

TO: City Council
FROM: City Manager
DATE: April 20, 2017
SUBJECT: Comments on Agenda Items, Meeting of April 25, 2017

A Closed Session will be held at 6:00 p.m. to discuss property negotiations.

ITEM 8.A. A Proclamation will be presented stating that May is Rotary Club of Duarte Month. The Rotary Club of Duarte is an organization of business and professional leaders who provide humanitarian service, encourage high ethical standards in all vocations, and help build goodwill and peace. In 1976, the Rotary Club of Duarte was the first club to allow women to join its membership. In 1977, it introduced three women as members, and, subsequently, lost its charter from Rotary International. On May 4, 1987, the United States Supreme Court of Appeals of California affirmed a decision by the Court of Appeals of California to reinstate the club, making the determination that Rotary Clubs are business establishments subject to regulation under the State's Unruh Act which bans discrimination based on race, gender, religion, or ethnic origin. Through this Proclamation, the City of Duarte congratulates the Rotary Club of Duarte on the 30th anniversary of the Supreme Court decision of "The Mouse That Roared," and proclaims May 2017 as Rotary Club of Duarte Month.

ITEM 8.B. A presentation will be given on the Youth and Family Committee Annual Report Card. One of the duties of the Youth and Family Committee is to provide the City Council, School Board, and the community with an annual report on the progress made during the previous year towards the implementation of the Duarte Youth and Family Master Plan. Seventy-three action steps are designated to 23 different community initiators for implementation of the plan, and the Committee reviewed efforts made to implement action steps in 2016.

ITEM 8.C. A presentation will be made by the Duarte Chamber of Commerce Board Chair Tina Carey regarding the Chamber's most recent quarterly report.

ITEM 8.D. The Public Safety Director will give an update to the City Council on the past month's activities.

ITEM 12.D (Consent). The City Council will consider continuing the declaration of the local emergency which was declared on February 16, 2017, as a result of the winter storm.

ITEM 12.E (Consent). This item recommends that the City Council adopt a Centralized Safety Manual. Since 2010, at JPIA's recommendation, staff has been working to create formal documents that memorialize the policies and procedures that we are already implementing appropriately, but for which we did not have written policy documents. These documents have been brought to Council for approval at various meetings over the years. With the most recently adopted Lead and Asbestos Operating Plan, we have officially completed all of the safety policies that are required to develop a Centralized Safety Manual. A Centralized Safety Manual is simply a compilation of all the individual safety related policies, and was recommended by JPIA's 2010 assessment.

ITEM 12.F (Consent). This is to award a contract to Conco Construction Engineer, Design and Build, Inc., in the amount of \$102,643.19 for Duarte Chamber of Commerce Tenant Improvements at 1735 Huntington Drive. This project involves the complete interior rehabilitation of an existing

office suite located at 1735 Huntington Drive, including the demolition of an existing office space and restroom, construction of an accessible unisex restroom, meeting/storage room, office, and kitchenette, new carpeting, tile flooring, ceiling tiles and paint, and upgrades to the lighting and electrical system.

ITEM 12.G (Consent). This is to award a bid to Resource Environmental, Inc., in the amount of \$47,000 for Site Clearance and Abatement at 1303 Huntington Drive (Sparr Liquor). This project includes demolition of the existing commercial retail building, and complete site clearance (asphalt parking lot, perimeter walls, monument sign, landscape planters, etc.). The item also includes a budget amendment for the project.

ITEM 12.H (Consent). Staff is recommending that the City Council approve the use of the 2017-18 State Supplemental Law Enforcement Services Grant for the 2017-18 Citizens Options For Public Safety (COPS) Program.

ITEM 12.I (Consent). This item would approve support letters for SCAQMD (Southern California Air Quality Management District) sponsored legislation AB 1132 (Garcia) and AB 1274 (O'Donnell). AB 1132 seeks to give air pollution control districts authority similar to what other environmental agencies already have to remedy an imminent and substantial endangerment to public health or the environment. This bill would authorize the air pollution control officer to issue a temporary order for abatement requiring a facility to cease whatever operations are causing the imminent and substantial endangerment until a full hearing can be held before the air district's hearing board.

AB 1274 defers from year six to year eight the required smog check on motor vehicles that are six or less model years old. At year six, the approximately \$48 cost of a smog check that would have been incurred by the vehicle owner is replaced with annual smog abatement fees of \$24, due upon registration in years seven and eight. The revenue generated by these fees will then be utilized to fund the Carl Moyer Memorial Air Quality Standards Attainment Program.

ITEM 12.J (Consent). This is to approve MOU's between the City and SEIU Local 721 Management and Professional Employees and General Employees, and adopt Resolution 17-27. The term of the MOU is to be three years.

ITEM 12.K (Consent). This item is for City Council acceptance of the Citywide Paint Curb Address Numbers project. This project required the contractor to remove existing house numbers, including background, and the repainting of curb numbers. A total of 5,185 curb address numbers were painted. Care for the Children has satisfactorily completed the project.

ITEM 12.L (Consent). This is to accept the Concrete Repair Program FY 2016-17 as complete. This project required the contractor to remove and replace concrete sidewalks, curb and gutters, and driveway approaches that have been damaged by tree roots or other factors throughout various locations Citywide. FS Contractors, Inc., has satisfactorily completed the project.

ITEM 12.M (Consent). A request has been made by Rotary Club of Duarte for the City to co-sponsor a celebration on May 6, 2017, marking the 30th Anniversary of the U.S. Supreme Court Decision of allowing women in Rotary. The event will be held at the Community Center from 5:30 p.m. to 10:00 p.m.

ITEM 12.N (Consent). This is to approve an Agreement with LDM Associates, Inc., for Community Development Block Grant (CDBG) professional labor compliance and administrative services in an amount not to exceed \$27,750 (20% of the annual project allocation) for FY 2017-18.

ITEM 14. This is a Business Item to consider entering into a joint partnership with Foothill Transit to provide, operate, and maintain transit services throughout the City. The City Manager and Assistant City Manager have met numerous times with Foothill Transit staff to develop the details of this joint partnership proposal. At this time, staff is recommending that City Council designate \$1.6 million in Prop A funds towards the purchase of two electric buses, give staff direction on what, if any, fare subsidy City Council would like to incorporate into the program, and authorize staff to bring back a Memorandum of Understanding with Foothill Transit that meets the general scope and budget for Council consideration.

Respectfully submitted,



Darrell J. George
City Manager



Proclamation

ROTARY CLUB OF DUARTE MONTH

WHEREAS, the Rotary Club of Duarte is an organization of business and professional leaders who provide humanitarian service, encourage high ethical standards in all vocations, and help build goodwill and peace; and

WHEREAS, the Rotary Club of Duarte's membership represents a cross-section of the community's business and professional men and women; and

WHEREAS, in 1976, the Rotary Club of Duarte was the first club to allow women to join its membership; in 1977, it introduced three women as members, and, subsequently, lost its charter from Rotary International; and

WHEREAS, from June 1977 through April 1987, the Rotary Club of Duarte was engaged in a number of legal cases and series of appeals in an attempt to regain its charter, all the while continuing to meet as the Ex-Rotary Club of Duarte; and

WHEREAS, on May 4, 1987, the United States Supreme Court of Appeals of California affirmed a decision by the Court of Appeals of California to reinstate the club, making the determination that Rotary Clubs are business establishments subject to regulation under the State's Unruh Act which bans discrimination based on race, gender, religion, or ethnic origin; and

WHEREAS, since that victory in 1987 and due to the club's pride in its unwavering efforts to allow women as members, the Rotary Club of Duarte has adopted the motto and has added to its banner: "The Mouse That Roared;"

NOW, THEREFORE, BE IT RESOLVED that the City of Duarte hereby congratulates the Rotary Club of Duarte on the 30th anniversary of the Supreme Court decision of "The Mouse That Roared," and proclaims May 2017 as ROTARY CLUB OF DUARTE MONTH.

ATTEST:

City Clerk Marla Akana
Duarte, California
April 25, 2017

Mayor Margaret Finlay





Duarte Youth & Family Committee

MEMORANDUM

TO: Mayor and City Council

FROM: Youth & Family Committee

SUBJECT: Annual Youth and Family Committee Report Card

DATE: April 17, 2017

One of the duties of the Youth & Family Committee is to provide the City Council, School Board and the community with an annual report on the progress made during the previous year towards the implementation of the Duarte Youth and Family Master Plan. 73 Action Steps are designated to 23 different community Initiators for implementation of the plan and the Committee reviewed efforts made to implement Actions Steps in 2016 and will provide a presentation of the findings to the Duarte City Council.

The implementation of the Action Steps identified in the Report Card is reliant on the cooperation of community stakeholders including the Duarte Unified School District, Duarte Parks and Recreation Department, Duarte Public Safety Department and a variety of non-profit organizations, and service groups. The Report Card has once again been designed to be more expansive in its review of the previous year's accomplishments and will include information on the new "Serving Senior Citizens" theme and Action Steps. The Report Card has been printed on high quality paper and copies will be made available to the community and to the Initiators to distribute to their respective constituency. Members of the Youth & Family Committee will attend the April 25, 2017 City Council meeting to make a short presentation regarding the annual Report Card. Thank you.

Duarte Chamber of Commerce

Quarterly Projects Status Report

January-March 2017

Good Morning Duarte Networking Breakfast

Held on the third Tuesday of each month, currently at Cabrera's Mexican Cuisine. A program of local interest is presented and networking time is available with current, new and prospective members.

Item	Jan.	Feb.	Mar.	Total
Number Attending	24	22	23	69
Program – Get Informed on Health Coverage 2017, ChapCare	X			
Program – 626 Golden Streets Event, Foothill Transit partnering with LA Metro and Bike SGV		X		
Program – What Can Your Pharmacist Do for You?, Pax Pharmacy			X	

Frozen Sweet Grand Opening

New frozen custard business in town is a big hit at its Grand Opening on February 8.

Attendance: 25



Quarterly Business Seminar

The free seminar was held Thursday, February 23, at the Duarte Community Center. The topic was “Sales and Use Tax” presented by the State Board of Equalization. Tropicana sponsored the lunch.

Attendance: 26



City of Hope Dual Mixer, Duarte and Irwindale Chambers

The annual joint mixer was held at the City of Hope Amini Transfusion Medicine Center February 23.



Duarte Chamber Attendance: 23

Health Fair

This Methodist Hospital sponsored clinical health fair was held at the Duarte Senior Center on March 4 following two previous years at Westminster Gardens. The new venue offered a better layout for compartmentalizing the expanded variety of medical offerings, including blood tests, hearing tests, breast exams, and lectures. The City of Duarte and the Duarte Chamber are partners with other organizations in this community activity.

Attendance: 200

Business Visits

The team of representatives from the city of Duarte, Duarte Chamber of Commerce and San Gabriel Valley Economic Partnership visited six retail businesses on March 9 – GameStop, Payless Shoe Source, BBQ Indian Cuisine, El Picosito Restaurant, Verizon Wireless, and La-Z-Boy Furniture. The representatives from the City and Chamber presented the City's and Chamber's packages of marketing materials to the businesses and encouraged them to participate in the community events. During this visit, a couple of issues surfaced: homeless, Metro signal timing, and the need for bike racks. Prior to this formal visit BBQ Indian Cuisine and El Picosito Restaurant had been introduced to the Duarte Chamber. Subsequent to this visit, they both joined the Chamber and will be participating in Taste of Duarte.

In a previous business visit series to the Best Buy shopping center, a crosswalk on Mountain Avenue at the existing mid-block signal was identified as an enhancement that would be beneficial to Duarte businesses as well as a safety measure for pedestrians. Duarte city staff pursued the crosswalk request with Monrovia and in March the crosswalk was completed and activated.



State of the City/School District

The State of the City and School District was held March 21 with a lot of information and entertainment enjoyed by all. Due to inclement weather the reception following the presentations was held in the community center and it seemed to work out very well. Eight local eateries and businesses provided the food and beverages.

Attendance: 70 attendees plus student participants



DUARTE CHAMBER OF COMMERCE presents

STATE OF THE CITY
Mayor Margaret Finlay

STATE OF THE SCHOOL DISTRICT
President Reyna Diaz

Tickets \$10

MARCH 21, 2017 • 5:30 P.M.
Duarte Community Center
1600 Huntington Dr., Duarte

Register with the Duarte Chamber at (626) 357-3333
or online www.DuarteChamber.com

~ Networking social with hors d'oeuvres following presentations ~

Sponsors: City of Duarte, Edison, Duarte Chamber of Commerce, California American Water, DUSD, RUTAN, BURRTEC, City of Hope, Foothill Transit, and others.

BBQ Indian Cuisine Grand Opening

New Indian cuisine restaurant with a focus including bbq food. Their Grand Opening was March 29.

Attendance: 20



Ladies Networking Lunch

These are monthly networking meetings held at different Chamber member locations. There is no cost to members, \$10 for prospective members. Bring your own lunch. If it's held at a member restaurant, a special priced lunch is usually available.

Attendance: January (City of Hope) - 28, February (Eyebrow Hollywood) - 18, March (Doubletree Hotel) - 15

eWaste Recycling Event

This was a special community event hosted by the Chamber on the Foothill Family property at Huntington and Highland on Saturday, February 25. A total of 1,188 pounds of electronic waste was collected.

Membership Activity

<u>Membership</u>	<u>End of Dec.</u>	<u>Jan.</u>	<u>Feb.</u>	<u>Mar.</u>	<u>End of Mar.</u>	<u>Definition</u>
Business	161		-1	+3	163	<i>Traditional Business</i>
Colleges/Schools	6				6	<i>Curriculum-based schools and districts</i>
Home Based	29				29	<i>Working out of one's home</i>
Not-for-Profit	19				19	<i>Organization with paid staff/employees</i>
Organization	24				24	<i>Generally Organization/Club with no paid personnel</i>
Realtor Associate	7				7	<i>Working independently in a member realty office</i>
Resident	12			-1	11	<i>Resident</i>
Resident-Lifetime	4				4	<i>Resident granted Lifetime membership</i>
Total	262	0	-1	+2	263	

MINUTES

JOINT CITY COUNCIL/CITY COUNCIL AS SUCCESSOR AGENCY TO DISSOLVED REDEVELOPMENT AGENCY/HOUSING AUTHORITY/COMMUNITY FACILITIES FINANCING AUTHORITY OF THE CITY OF DUARTE REGULAR MEETING – APRIL 11, 2017

CALL TO ORDER	The City Council/City Council as Successor Agency to Dissolved Redevelopment Agency/Housing Authority/Community Facilities Financing Authority of the City of Duarte met in a regular meeting in the Council Chambers, 1600 Huntington Drive, Duarte, California. Mayor Pro Tem Fasana called the meeting to order at 6:35 p.m.
RECORDATION OF ATTENDANCE	The following were in attendance: PRESENT: Fasana, Kang, Paras-Caracci, Reilly, Finlay (arrived during the Closed Session) ABSENT: None ADMINISTRATIVE STAFF PRESENT: City Manager George, City Attorney Cosgrove
ADOPTION OF AGENDA	Reilly moved, Kang seconded to adopt the Agenda, as amended to adjourn in memory of Jonathan Martinez, and carried with Finlay not present.
CLOSED SESSION Labor Negotiations	There was no public input. The Closed Session was a conference with labor negotiators pursuant to Government Code Section 54957.6; Negotiators: Darrell George, Kristen Petersen; Regarding SEIU Local 721 Management and Professional Employees and General Employee Units. The Closed Session concluded at 6:52 p.m. City Council reconvened at 7:10 p.m., with all members present.
PLEDGE TO THE FLAG	Captain David Flores led the Pledge of Allegiance to the flag.
MOMENT OF REFLECTION	A moment of reflection was observed.
FITNESS/MENTAL WARM-UP	George and Finlay provided the warm-up.
PUBLIC REPORT OF CLOSED SESSION	Cosgrove reported that City Council met in Closed Session to discuss labor negotiations, and gave direction to the negotiators, with no reportable action taken.
SPECIAL ITEMS Introduction – Student Interns	Cesar Monsalve introduced Youth@Work interns Ceth Clark (Facilities Maintenance and the Teen Center), Yesenia Munoz (Public Safety Office), Alondra Villela (Parks and Recreation Office), Ashley Rosal (Teen Center), Kalina Jenkins (Parks and Recreation Office), and Kyle Shea (City Manager's Office); and also introduced members of the Teen Nutrition Council Elayssa Aquino, Emily Diaz, Cynthia Sierra, Alfredo Alvarado, Cassandra Gonzalez, Marisol Arias, Alexander Reed, and Lindsay Lathrop.

Mayor's Youth Council update Proclamation – Autism Awareness Month	Felipe Valdez, Mayor's Youth Council, provided information about past Duarte Teen Center events, and announced upcoming events in April, May, and June. Mayor Finlay presented him with a Proclamation for Autism Awareness Month, which will be observed during April 2017.
Recognition–Capt. Caronne Jacob Introduction–Capt. David Flores	Mayor Finlay presented a certificate to Captain Caronne Jacob in appreciation of her service as Temple Station Commander from October 2014-April 2017. Captain Jacob introduced Captain David Flores, the new Temple Station Commander.
Presentation – Annual Wellness Report – City of Duarte/Hope	Cesar Monsalve presented a detailed overview of the Annual Wellness Report, including Duarte Healthy Choice Nutrition Program, Teen Nutrition Council, and additional nutrition/health-related programs and activities. Mayra Serrano, CCARE Manager, City of Hope, discussed the City of Hope partnership, including the parent nutrition program, and Eat Move Live program.
Strategic Plan update	Phil Hawkey, San Gabriel Valley Council of Governments, presented a PowerPoint about the Strategic Plan, including COG membership, Alameda Corridor East Construction Project, priority areas, successes, initiatives, and key issues.
ANNOUNCEMENTS	Sheryl Lefmann, Duarte Chamber, announced upcoming Chamber events, seminars, and speakers in April and May. Joanna Gee, Duarte Library, announced story times, programs, and classes in April, May, and June. Karen Herrera announced upcoming community events, programs, activities, and performances in April, May, and during the summer months. Steve Hernandez announced Rotary dinner dance on May 6.
ORAL COMMUNICATIONS	The following spoke on items not on the Agenda. Nick Zigic – Outdoor fitness center by bike trail, DCTV.
ITEMS ADDED TO CONSENT	Paras-Caracci moved, Fasana seconded to add attendance at the New Faces of the San Gabriel Valley Luncheon, May 15, 2017, City of Hope, \$50 per person, to Item 12.H (Conference Attendance), and carried unanimously.
CONSENT CALENDAR	Paras-Caracci moved, Fasana seconded to approve the Consent Calendar as follows, and carried unanimously. Approve Items B, C, D, H. Remove Items A, E, F, G.
ITEMS REMOVED	Reilly moved, Paras-Caracci seconded to amend the Minutes to reflect that Ian Finlay led the Pledge, and carried unanimously.
Item A – Minutes ITEM A – APPROVED	
Item E – Council Bill 17-O-04 Second Dwelling Unites (Second Reading)	Council Bill 17-O-04 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, AMENDING SECTIONS 19.10.020.A (Table 2-1 and Table 2-2) ALLOWED

USES AND PERMIT REQUIREMENTS FOR SINGLE FAMILY AND MULTI-FAMILY ZONES; 19.38.050.A (Table 3-4) OFF-STREET PARKING REQUIREMENTS FOR RESIDENTIAL USES; 19.60.160 SECOND DWELLING UNITS; AND MODIFICATIONS TO DEFINITIONS IN SECTIONS 19.-160.020, 19.160.050 AND 19.160.200 OF THE DUARTE DEVELOPMENT CODE RELATING TO THE REGULATIONS AND APPROVAL OF ACCESSORY (SECOND) DWELLING UNITS WITHIN THE CITY OF DUARTE (Second Reading)

ITEM E – APPROVED
ORDINANCE NO. 874

Fasana noted this was the second reading of the ordinance pertaining to second dwelling units. Fasana moved, Reilly seconded to adopt Ordinance No. 874, and carried unanimously.

Item F – Lead/Asbestos Plan
ITEM F – APPROVED

Kristen Petersen presented a staff report about the item. Reilly moved, Kang seconded to adopt the Lead and Asbestos Operating Plan, and carried unanimously.

Item G – Letter of Support
SB 2, SB 3, SB 540 – Housing
ITEM G – APPROVED

George presented a staff report about the item. Reilly moved, Fasana seconded to approve the letter of support for SB 2, SB 3, and SB 540 (the League of California Cities Blueprint for More Housing), and carried unanimously.

PUBLIC HEARING
Council Bill 17-R-26
Appeal – 99 Cents Only Store
Off-Site sales of beer/wine
1327 Huntington Drive

Mayor Finlay announced that this was the time and place set for a Public Hearing to consider this item.

Council Bill 17-R-26:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE DENYING AN APPEAL FILED BY STEVE RAWLINGS OF ALCOHOLIC BEVERAGE CONSULTING, AND 99 CENTS ONLY STORES, UPHOLDING THE PLANNING COMMISSION DECISION TO DENY CONDITIONAL USE PERMIT 16-03 FOR THE OFF-SITE SALES OF BEER AND WINE LOCATED AT 1327 HUNTINGTON DRIVE

Kristen Johnston, Associate Planner, presented the staff report about the proposed resolution, and discussed the background of the request, the process, Planning Commission action, denial of CUP request, and appeal of the Planning Commission decision.

Steve Rawlings, applicant, made a presentation about the 99 Cents Only Store, including its healthy food options, extreme value prices, facts, customer profile, grocery items, consumer goods, and wine/beer sales, and requested to add five shelving sections (20-30 lineal feet) of beer/wine product to the Duarte store. He stated this is commonplace in most grocery stores, 99 Cents Only is a bona fide grocery store, all alcohol is in warm storage on shelves for later use, it is not refrigerated, there are no single sales of beer, as it is not for drinking immediately, and presented testimonials, volunteered conditions, and a list of stores from the ABC website of currently licensed 99 Cents Only Stores in the State of California. Cosgrove asked that the list of

stores be provided to the Community Development Department for the file and record of proceedings.

Notice of the hearing was given, the affidavit is on file, and no written communications were received on the matter.

Mayor Finlay asked if anyone in the audience wished to speak on the item.

Steve Hernandez stated at the time this was discussed by the Planning Commission, Sparr Liquor was a problem, he thinks there should be a gate between Rite Aid and the 99 Cents Only Store, they should stick to 20 lineal feet of shelving, suggested a security guard for safety, he is not against this, and he hopes the City Council will reconsider the request, as they are trying to be a good neighborhood partner.

Nick Zigic stated he has been a property manager for 99 Cents Only Stores, this one is an upgrade, he sees the issue is due to the previous store on the corner and the influence it had with the clientele it served, it would be fair to give this business an opportunity, and the list of volunteered conditions is beyond and above what other grocery stores have to meet.

Fasana moved, Paras-Caracci seconded to close the Public Hearing, and carried unanimously.

There was discussion about CUP requirements to sell alcohol, a suggested cooling off period of six months to one year before issuance of a new alcohol beverage license, suggestion to put gates back, need for better maintenance conditions, better policing of the area, lighting, vagrants, popularity of restaurants and stores selling wine and beer, concern about gate and cleanliness not being maintained, suggestion to give a chance to make repairs, and after upgrade is completed, coming back to apply for a permit, excessive amount of trash between 99 Cents Only Store and Rite Aid, suggestion about signage not allowing loitering, responsibility of entire center, drinking in public, and surrounding developments.

Fasana moved, Kang seconded to uphold the findings of the Planning Commission, and to deny the appeal.

There was further discussion about surrendered vs. withdrawn license applications, 20 lineal feet of shelving, warm storage, pictures showing not all the problems are due to the 99 Cents Only Store, cooling off period, need to be competitive, over-concentration of licenses, and looking at the item again in one to two years.

There was further discussion about either denying the appeal or having the item come back with findings to support the overturning of the Planning Commission decision.

Item continued for 30 days

Reilly moved, Paras-Caracci seconded a substitute motion to have the item brought back within 30 days, and for staff to prepare two Resolutions for City Council's consideration, one approving the appeal with specific conditions as stated and expressed during the City Council discussion, and one denying the appeal, and carried by the following Roll Call vote:

AYES: Paras-Caracci, Reilly, Finlay

NOES: Kang, Fasana

ORAL COMMUNICATIONS
(Continuation)

The following spoke on items not on the Agenda.
Steve Hernandez – Award, School District, staff/Council efforts.

ITEMS FROM CITY COUNCIL/
CITY MANAGER

GEORGE: Thanked Council and staff for participating in the ribbon cutting at the Duarte Road pedestrian and bike improvement unveiling.

PARAS-CARACCI: Stated there are a lot of speeders on the street between Aloysia Moore Park and Beardslee School, suggested the Traffic Safety Commission could look into the possibility of speed calming devices, she spoke at the Teen Center youth employment workshop, stated the brush is growing over the sidewalk on Evergreen near Duncannon, and students were walking in the street (it was noted that Caltrans owns the property), attended the Earth Day event, inquired if there is a process to reach out to students at the School of the Arts to be included in the Mayor's Youth Council recruitment, and discussed information and updates she received about power outages at the government advisory panel meeting with Edison.

REILLY: Attended the library presentation about native and drought tolerant plants, stated the Theodore Payne Foundation is looking for public space to do some consulting, she volunteered Duarte, attended the City of Hope lecture on nutrition, and discussed the effects of sugar.

FASANA: Complimented staff on the painting of curb addresses, attended grand opening for BBQ Indian Cuisine, the shredding event is a great service, attended Earth Day event, stated a number of random events have happened in and around Duarte, the use of grant funds has been effective, and stated he was in Sacramento lobbying for SB 1, and he is pleased it was passed.

KANG: Stated the majority of recent public safety issues have been outside our jurisdiction, asked for an update (Villalobos responded), and stated the Gold Line sidewalk construction looks nice and uniform.

FINLAY: Stated the water leaks on Highland and in front of CVS could possibly become sinkholes, the City received a \$150,000 sustainability planning grant from SCAG, thanked staff and the grant writer, stated a speaker from Lewis Homes in-

licated newer parking structures will be flat due to autonomous vehicles so the structure could be later repurposed, and attended the Earth Day event and the Metro Mayor's meeting.

ADJOURNMENT

Paras-Caracci moved, Fasana seconded to adjourn the meeting 10:31 p.m. in memory of Susana Capra and Jonathan Martinez, and carried unanimously.

Mayor Margaret Finlay

City Clerk



City of Duarte

Council Warrant Register by Account By Fund

Payment Dates 04/12/2017 - 04/25/2017

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 100 - GENERAL FUND					
100-1005-7980	VERIZONWIRELESS	Reilly-Granicus iPad 3/19/17 - 4/18/17	EFT04462		18.60
100-1005-7980	VERIZONWIRELESS	Paras-Granicus iPad 3/19/17 - 4/18/17	EFT04462		18.60
100-1005-7980	VERIZONWIRELESS	VW-City Hall 2/19/17 - 3/18/17	EFT04469		53.00
100-1005-7980	VERIZONWIRELESS	VW-City Hall 2/19/17 - 3/18/17	EFT04469		53.00
100-1010-7610	U.S. BANK	Karen Herrera Hotel-City Mgr Conf 2/17/17	207279		122.70
100-1010-7610	U.S. BANK	Karen Herrera CAPIO Conf Registration 4/2017	207279		450.00
100-1010-7610	U.S. BANK	Darrell George Sheriff's Conference 3/2017	207279		100.87
100-1010-7610	DUARTE ADMINISTRATION PETTY C	Marla Akana Notary Testing	207252		22.47
100-1010-7610	SOUTHERN CALIFORNIA ASSOCIATI	Karen Herrera SCAG 2017 Conf Registration	207273		250.00
100-1010-7612	U.S. BANK	Iliana Garcia MMASC 2017 Membership	207279		85.00
100-1010-7612	U.S. BANK	ICSC Memberhsip 2/28/17 - 4/30/2020	207279		270.00
100-1010-7614	STAPLES ADVANTAGE	Office Supplies	207275		49.07
100-1010-7614	STAPLES ADVANTAGE	Office Supplies	207335		88.59
100-1010-7614	DUARTE ADMINISTRATION PETTY C	Office Supplies	207252		13.48
100-1010-7614	DUARTE ADMINISTRATION PETTY C	iPad Supplies	207252		21.73
100-1010-7650	U.S. BANK	Darrell George Metro Express Pass	207279		40.00
100-1010-7650	SHELL	Fuel-City Vehicles	207271		76.16
100-1010-7650	EXXONMOBIL	Fuel-City Vehicles	207256		18.84
100-1010-7670	SAN GABRIEL VALLEY NEWSPAPERS	Legal Advertising 3/2017	207331		2,808.12
100-1010-7980	U.S. BANK	State of the City Air Vent Phone Holder	207279		1,190.00
100-1010-7980	DUARTE PETTY CASH	Council Mtg Dessert 3/28/17	207253		18.09
100-1010-7980	VERIZONWIRELESS	CM-Granicus iPad 3/19/17 - 4/18/17	EFT04462		18.60
100-1010-7980	VERIZONWIRELESS	KH-Social Media iPad 3/19/17 - 4/18/17	EFT04462		18.60
100-1010-7980	VERIZONWIRELESS	BV-Granicus iPad 3/19/17 - 4/18/17	EFT04462		18.60
100-1010-7980	VERIZONWIRELESS	KP-Granicus iPad 3/19/17 - 4/18/17	EFT04462		18.60
100-1010-7980	VERIZONWIRELESS	CH-Granicus iPad 3/19/17 - 4/18/17	EFT04462		18.60
100-1010-7980	VERIZONWIRELESS	DG-Granicus iPad 3/19/17 - 4/18/17	EFT04462		18.60
100-1010-7980	VERIZONWIRELESS	KH2-Social Media iPad 3/19/17 - 4/18/17	EFT04462		18.60
100-1010-7980	VERIZONWIRELESS	VW-City Hall 2/19/17 - 3/18/17	EFT04469		53.00
100-1020-7716	SHAFFER AWARDS	Name Badges	207332		91.02
100-1020-7716	SMART & FINAL	Earth Day 2017	207334		29.33
100-1020-7716	U.S. BANK	626 Golden Street LASD Staff Lunch (Subway)	207282	201631-Spec Events-Golden Streets 626	240.00
100-1020-7716	U.S. BANK	626 Golden Streets Video Game Bus 3/5/17	207279	201631-Spec Events-Golden Streets 626	500.00
100-1020-7716	U.S. BANK	Duarte Dance Team Capes (Amazon)	207279		59.60
100-1020-7716	STAPLES ADVANTAGE	Golden Streets Signs	207275	201631-Spec Events-Golden Streets 626	109.59
100-1020-7716	DUARTE PETTY CASH	Earth Day 2017 Supplies	207253		18.75
100-1020-7716	DUARTE ADMINISTRATION PETTY C	Sparr/Pedestrian/Aniiversary Events	207252		75.02
100-1020-7716	DUARTE ADMINISTRATION PETTY C	626 Golden Streets Event 3/5/17	207252	201631-Spec Events-Golden Streets 626	20.00
100-1020-7716	DUARTE ADMINISTRATION PETTY C	Earth Day 2017	207252		96.90
100-1020-7716	SMART & FINAL	Earth Day 2017	207334		83.33
100-1020-7726	U.S. BANK	Levon Y-Adobe Creative Cloud	207281		49.99
100-1020-7726	LEVON YOTNAKHPARIAN	CC Cablecast 3/2017	207344		1,100.00
100-1020-7726	LEVON YOTNAKHPARIAN	CC Cablecast 1/2017	207344		1,100.00
100-1020-7726	LEVON YOTNAKHPARIAN	CC Cablecast 2/2017	207344		1,100.00
100-1205-7614	U.S. BANK	Office Supplies (Target)	207282		14.31
100-1205-7614	STAPLES ADVANTAGE	Return (Inv #3330625232)	207275		-28.38
100-1205-7614	STAPLES ADVANTAGE	PS Office Supplies	207335		28.24
100-1205-7615	DUARTE PIZZA COMPANY	Winter Storm EOC Activation Lunch 2/18/17	207254	201632-Fish Fire-Emergency Supplies	151.75
100-1205-7615	U.S. BANK	Emergency Vehicle Lockout Kit (Galls.com)	207282		85.06
100-1205-7650	HUNTINGTON & DUARTE INC	Winter Storm City Vehicle Fuel 2/17/17	207264	201632-Fish Fire-Vehicle Maint	30.12
100-1205-7650	HUNTINGTON & DUARTE INC	Winter Storm City Vehicle Fuel 2/17/17	207264	201632-Fish Fire-Vehicle Maint	24.63
100-1205-7650	HUNTINGTON & DUARTE INC	Fuel-City Vehicle 3/23/17	207264		31.49
100-1205-7650	HUNTINGTON & DUARTE INC	Fuel-City Vehicle 3/23/17	207264		12.87

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100-1205-7655	VERIZONWIRELESS	VW-Emergency Radio 2/19/17 - 3/18/17	EFT04461		687.30
100-1205-7779	WALMART COMMUNITY/RFCSLLC	Youth Events Snacks & Water	207340		69.88
100-1205-7779	WALMART COMMUNITY/RFCSLLC	DART Event Supplies (Hayden 5K)	207340		46.48
100-1205-7779	U.S. BANK	DART Equipment (Target.com)	207282		5.64
100-1205-7779	U.S. BANK	'Moana' Movie for June Movie Night (Target.com)	207282		24.99
100-1205-7779	U.S. BANK	Answer Buzzers for A-Team-DART (Target.com)	207282		17.82
100-1205-7779	U.S. BANK	Oscar Baez Explorer Uniform (Uniform Depot)	207282		80.85
100-1205-7779	U.S. BANK	Dodger Tickets-DART/A-Team Groups 9/6/2017	207282	201716-Youth Prgms-CalGrip 2017-2018 (	1,060.00
100-1205-7779	U.S. BANK	'Sing' Movie for June Movie Night (Target.com)	207282		21.74
100-1205-7779	U.S. BANK	Six Flag Magic Mountain Tickets 3/31/17	207282	201716-Youth Prgms-CalGrip 2017-2018 (	1,328.66
100-1205-7780	D & D SERVICES INC	Deceased Animal Disposal 3/2017	207302		288.00
100-1205-7780	U.S. BANK	Animal Control Postcards	207282		77.39
100-1205-7780	U.S. BANK	Cat & Dog Food	207282		65.05
100-1205-7781	HUNTINGTON & DUARTE INC	Fuel-Sheriff's Dept	207264		51.19
100-1205-7781	HUNTINGTON & DUARTE INC	Fuel-Sheriff's Dept 2/18/17	207264		21.58
100-1205-7781	HUNTINGTON & DUARTE INC	Fuel-Sheriff's Dept 2/18/17	207264		30.03
100-1205-7781	HUNTINGTON & DUARTE INC	Fuel-Sheriff's Dept 2/19/17	207264		52.45
100-1205-7781	HUNTINGTON & DUARTE INC	Fuel-Sheriff's Dept 2/19/17	207264		21.33
100-1205-7781	HUNTINGTON & DUARTE INC	Fuel-Sheriff's Dept 2/19/17	207264		35.03
100-1205-7781	HUNTINGTON & DUARTE INC	Fuel-Sheriff's Dept 2/20/17	207264		34.44
100-1205-7781	HUNTINGTON & DUARTE INC	Fuel-Sheriff's Dept 2/20/17	207264		29.51
100-1205-7781	HUNTINGTON & DUARTE INC	Fuel-Sheriff's Dept 2/27/17	207264		33.09
100-1205-7781	HUNTINGTON & DUARTE INC	Fuel-Sheriff's Dept 3/23/17	207264		41.58
100-1205-7781	HUNTINGTON & DUARTE INC	Fuel-Sheriff's Dept 3/23/17	207264		45.00
100-1205-7781	HUNTINGTON & DUARTE INC	Fuel-Sheriff's Dept 3/24/17	207264		35.57
100-1205-7781	HUNTINGTON & DUARTE INC	Fuel-Sheriff's Dept 3/24/17	207264		24.09
100-1205-7887	U.S. BANK	Replacement Lock for Radio Cabinet	207282		7.60
100-1205-7980	U.S. BANK	Public Safety Camera (Target.com)	207282		221.16
100-1205-7980	U.S. BANK	Movie/Office Supplies	207282		77.50
100-1405-7610	U.S. BANK	Cecilia Contreras Notary Exam	207280		327.32
100-1405-7610	DUARTE PETTY CASH	Cecilia Contreras Notary Training & Test	207253		18.00
100-1405-7610	DUARTE PETTY CASH	Craig Hensley Chamber Board Lunch Mtg 3/15/17	207253		11.00
100-1405-7612	U.S. BANK	Online Pasadena Star News Subscription	207280		10.00
100-1405-7612	U.S. BANK	Hightail Subscription-Lg Data Format	207280		15.99
100-1405-7800	CHARLES ABBOTT ASSOCIATES INC	Building & Safety Services 3/2017	207297		23,204.76
100-1405-7965	MORSE PLANNING GROUP	3rd St/Oak St Project EIR 3/2017	207323	201715-Prof Svc-3rd St and Oak Res	9,021.00
100-1405-7965	HUNT DESIGN ASSOCIATES INC	Street Name Sign Design	207313		2,550.00
100-1405-7965	LAWRENCE R MOSS & ASSOCIATES	CH Courtyard/Fountain Design	207320	201633-Prof Svcs-Courtyard Fountain Ref	1,750.00
100-1405-7969	RKA CONSULTING GROUP	2017/18 LLD Engineering 2/2017	207329		350.00
100-1405-7969	RKA CONSULTING GROUP	Engineering Consulting 2/2017	207329		1,700.00
100-1405-7969	RKA CONSULTING GROUP	Royal Oaks Signal Engineering 2/2017	207329		2,480.00
100-1405-7969	RKA CONSULTING GROUP	Contract Engineer 2/2017	207329		3,187.50
100-1405-7975	U.S. BANK	Facebook Ads	207279		18.00
100-1405-7975	U.S. BANK	Hootsuite Media 3/2/17 - 4/1/17	207279		14.99
100-1405-7975	U.S. BANK	Facebook Post	207279		5.00
100-1405-7975	U.S. BANK	Camera Flash (Amazon)	207279		39.99
100-1405-7975	U.S. BANK	Nikon Camera Bundle (Amazon)	207279		932.50
100-1405-7975	U.S. BANK	Business Visitation Lunch 3/9/17 (T Phillips)	207279		33.98
100-1405-7975	U.S. BANK	Facebook Ads	207279		25.00
100-1405-7975	FSP DESIGNS	Pedestrian/Bike Reflectors	207309		410.53
100-1405-7980	MERCURY FENCE CO INC	Sparr Liquor Fence Enclosure	207321	201723-Other Exp-1303 Hunt Site Clearan	2,325.00
100-1405-7980	VERIZONWIRELESS	VW-City Hall 2/19/17 - 3/18/17	EFT04469		53.00
100-1405-7980	HOME DEPOT CREDIT SERVICES	Winter Storm Red Evac Signs	207312	201632-Fish Fire-Other Exp (1405)	73.39
100-1405-8100	FIRECLAY TILE	Courtyard Fountain Tile	207260	201633-Other Cap Improv-Courtyard Fou	11,001.05
100-1410-7610	PAPA	Efren Castro Applicators CEUs Seminar	207265		80.00
100-1410-7610	PAPA	Manny Perez Applicators CEUs Seminar	207265		80.00
100-1410-7610	PAPA	Mike Tarr Applicators CEUs Seminar	207265		80.00
100-1410-7610	PAPA	Patrick Olivas Applicators CEUs Seminar	207265		80.00
100-1410-7614	VERIZONWIRELESS	VW-City Hall 2/19/17 - 3/18/17	EFT04469		21.28
100-1410-7621	HOME DEPOT CREDIT SERVICES	Sledge Hammers	207312		129.11

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100-1410-7621	HOME DEPOT CREDIT SERVICES	Sledge Hammer	207312		21.72
100-1410-7621	AIRGAS USA LLC	Welding Cylinder Rental	207287		46.20
100-1410-7650	ALEX ROMO AUTO & TRUCK REPAIR	Veh 18 PM Srvc/Instrument Cluster	207288		1,282.16
100-1410-7650	AUTOZONE	Truck 9 Trailer Hitch Lights	207293		21.74
100-1410-7650	ALTEC INDUSTRIES INC	Veh 2 Fabricate/Install Cab Guard	207289		4,291.89
100-1410-7814	SUPERIOR PROPERTY SERVICES INC	Graffiti Removal 3/2017	207338		341.98
100-1410-7887	HOME DEPOT CREDIT SERVICES	South Yard Improvements	207312		68.21
100-1410-7887	HOME DEPOT CREDIT SERVICES	South Yard Shop Improvements	207312		84.90
100-1410-7887	TRAFFIC MANAGEMENT INC	Traffic Cones	207278		1,907.48
100-1410-7887	HOME DEPOT CREDIT SERVICES	Shop Supplies	207312		38.94
100-1410-7900	CLEANSTREET INC	Winter Storm Street Sweeping 12/16/16 & 12/18/16	207298	201632-Fish Fire K-Rail Maint (1410)	5,406.24
100-1410-7900	CLEANSTREET INC	Winter Storm Street Sweeping 12/17/16	207298	201632-Fish Fire K-Rail Maint (1410)	2,281.20
100-1410-7900	SULLY-MILLER CONTRACTING CO	Winter Storm Mud Flow Clean-up 2/15/17	207336	201632-Fish Fire K-Rail Maint (1410)	4,946.51
100-1410-7900	SULLY-MILLER CONTRACTING CO	Winter Storm Mud Flow Clean-up 2/1/17	207336	201632-Fish Fire K-Rail Maint (1410)	11,191.94
100-1410-7900	SULLY-MILLER CONTRACTING CO	Winter Storm Mud Flow Clean-up 2/16/17	207336	201632-Fish Fire K-Rail Maint (1410)	158.43
100-1410-7900	SULLY-MILLER CONTRACTING CO	Winter Storm Mud Flow Clean-up 2/3/17	207336	201632-Fish Fire K-Rail Maint (1410)	12,036.06
100-1410-7900	SULLY-MILLER CONTRACTING CO	Winter Storm Mud Flow Clean-up 2/18/17	207336	201632-Fish Fire K-Rail Maint (1410)	17,295.78
100-1410-7900	SULLY-MILLER CONTRACTING CO	Winter Storm Mud Flow Clean-up 1/31/17	207336	201632-Fish Fire K-Rail Maint (1410)	9,921.13
100-1410-7900	SULLY-MILLER CONTRACTING CO	Winter Storm Mud Flow Clean-up 2/2/17	207336	201632-Fish Fire K-Rail Maint (1410)	11,222.18
100-1410-7980	HOME DEPOT CREDIT SERVICES	New Cone Marking Supplies	207312		76.55
100-1410-7980	HOME DEPOT CREDIT SERVICES	Shop Tools	207312		640.54
100-1415-7889	LANDSCAPE WAREHOUSE INC	Sports Fields Irrigation Repair	207318		486.08
100-1500	MARGARET DIAMOND	Advance-SC Greenery/Centerpieces	207250		300.00
100-1500	MARGARET DIAMOND	Advance-SC Mother's Day Tea	207251		500.00
100-1605-7002	PAMELA ROMERO	CPR Stipend	207269		76.92
100-1605-7002	PAMELA ROMERO	CPR Stipend	207269		76.92
100-1605-7012	AMERICAN RED CROSS	2017 Facility Fee (Fitness Ctr)	207290		975.00
100-1605-7610	CPRS DISTRICT 13	CPRS Awards/Installation-5 Attendees	207300		175.00
100-1605-7650	ALEX ROMO AUTO & TRUCK REPAIR	Veh 14 PM Service/Belt Replacement	207288		290.27
100-1605-7728	WALMART COMMUNITY/RFCSLLC	Cesar Chavez Refreshments/Speaker Gift	207340	201709- Duarte's Promise - America's Pro	45.72
100-1605-7728	HOME DEPOT CREDIT SERVICES	Cesar Chavez Day Supplies	207312	201709- Duarte's Promise - America's Pro	142.61
100-1605-7728	CHRISTINE BENNETT	Computer Training (AmeriCorps)	207246	201709- Duarte's Promise - America's Pro	65.00
100-1605-7728	ASCENSION BENEFITS & INSURANC	AmeriCorps VIP Insurance 5/2017	207292	201709- Duarte's Promise - America's Pro	244.62
100-1605-7730	WALMART COMMUNITY/RFCSLLC	Easter Event 2017	207340		101.87
100-1605-7730	WALMART COMMUNITY/RFCSLLC	Easter Event 2017	207340		215.93
100-1605-7730	WALMART COMMUNITY/RFCSLLC	Easter Event 2017	207340		65.12
100-1605-7730	WALMART COMMUNITY/RFCSLLC	Easter Event 2017	207340		4.09
100-1605-7730	WALMART COMMUNITY/RFCSLLC	Easter Event 2017	207340		5.17
100-1605-7730	U.S. BANK	Easter Craft Kits (Oriental Trading)	207279		134.96
100-1605-7730	U.S. BANK	Easter Carrot Shaped Bags (Oriental Trading)	207279		72.91
100-1605-7730	DUARTE RECREATION PETTY CASH	Easter 2017 Supplies	207255		18.59
100-1605-7730	DUARTE RECREATION PETTY CASH	Easter Bunny Suit Dry Cleaning	207255		60.00
100-1605-7733	WALMART COMMUNITY/RFCSLLC	SC Boom Box	207340		48.81
100-1605-7733	U.S. BANK	SC Magazine Rack & Wall Display (Wayfair.com)	207279		604.62
100-1605-7733	U.S. BANK	SC Office Chairs (Officeworld.com)	207279		716.88
100-1605-7733	U.S. BANK	SC Netflix	207281		8.69
100-1605-7733	BEN RUSHING	SC Car Show Performance/In N Out Day	207330		100.00
100-1605-7733	DUARTE RECREATION PETTY CASH	SC Special Event Supplies	207255		33.63
100-1605-7733	DUARTE RECREATION PETTY CASH	SC Floral	207255		84.00
100-1605-7733	DUARTE PETTY CASH/BINGO PRIZE	SC Bingo Prize Money	207303		125.00
100-1605-7733	FEDERICO'S BAKERY	SC Mother's Day Tea	207306		93.60
100-1605-7735	WALMART COMMUNITY/RFCSLLC	TC Computer Lab Supplies	207340		95.77
100-1605-7735	STAPLES ADVANTAGE	TC Printer Ink	207335		154.40
100-1605-7735	DUARTE RECREATION PETTY CASH	TC Cesar Chavez Gift Cards	207255		84.00
100-1605-7735	SMART & FINAL	TC Youth Employment Workshop	207334		10.99
100-1605-7739	WEBER'S PRINTING	SC Newsletter 4/2017	207341		216.69
100-1605-7745	WALMART COMMUNITY/RFCSLLC	TC Boxing Program Frame	207340		32.36
100-1605-7745	WALMART COMMUNITY/RFCSLLC	TC Boxing Program Frame	207340		13.30
100-1605-7750	INLAND EMPIRE TOURS & TRANSP	Laughlin Excursion Hotel/Transportation	207315		4,984.00
100-1605-7980	WALMART COMMUNITY/RFCSLLC	Sports Uniforms Storage Bins	207340		30.10

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100-1605-7980	WILLIAMS INDUSTRIAL SALES COM	Youth Sports Field Paint	207342		565.12
100-1605-7980	J & J SPORTS & TROPHIES	Ice Packs/Referee Shirts	207316		309.94
100-1605-7980	SMART & FINAL	Soccer Supplies	207334		17.78
100-1605-7980	U.S. BANK	Soccer Supplies (Amazon)	207279		697.20
100-1605-7980	U.S. BANK	Audio Speaker Rolling Case (Amazon)	207279		480.00
100-1605-7980	VERIZONWIRELESS	SC ActiveNet 3/19/17 - 4/18/17	EFT04462		18.60
100-1605-7980	VERIZONWIRELESS	VW-City Hall 2/19/17 - 3/18/17	EFT04469		52.99
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	207310		434.24
100-1610-7617	POOL & ELECTRICAL PRODUCTS IN	Pool Chemicals	207326		149.54
100-1610-7618	FRONTIER HARDWARE	Hacienda Park Repair	207307		11.97
100-1610-7618	FRONTIER HARDWARE	South Yard Women's RR Repair	207307		53.39
100-1610-7618	FRONTIER HARDWARE	Sanding Masks/Gloves	207307		20.69
100-1610-7618	FRONTIER HARDWARE	Park Tools	207307		25.27
100-1610-7618	FRONTIER HARDWARE	Wrench	207307		17.59
100-1610-7618	FRONTIER HARDWARE	Wrench/Hex Key	207307		22.19
100-1610-7618	FRONTIER HARDWARE	Electrical Repair	207307		1.87
100-1610-7618	GLOBAL EQUIPMENT COMPANY IN	North Yard File Cabinets	207311		1,079.65
100-1610-7618	UNITED SITE SERVICES	Portable Toilet Rent-Sports Pk 2/28/17 - 3/27/17	207283		90.28
100-1610-7618	SOUTHEAST CONSTRUCTION PROD	Moore Park Granite	207272		55.30
100-1610-7618	HOME DEPOT CREDIT SERVICES	Courtyard Autism Lights	207312		76.71
100-1610-7618	AUTOZONE	Janitorial Supplies	207293		19.15
100-1610-7618	HOME DEPOT CREDIT SERVICES	Misc Supplies/ Repairs	207312		277.00
100-1610-7618	SMART & FINAL	SC Coffee Supplies	207334		175.99
100-1610-7618	U.S. BANK	CC Chair-Deputy CM/Chair-P & R Director	207279		437.96
100-1610-7618	HOME DEPOT CREDIT SERVICES	Misc Supplies/Repairs	207312		110.83
100-1610-7618	TRAFFIC MANAGEMENT INC	Orange Cones	207278		489.12
100-1610-7618	DUARTE PETTY CASH	Keys (New Chamber Office)	207253		10.83
100-1610-7618	DUARTE RECREATION PETTY CASH	Facility Maintenance Suppllies	207255		27.18
100-1610-7618	RAYVERN LIGHTING SUPPLY INC	SC Lightbulbs	207328		450.41
100-1610-7618	SIMON EQUIPMENT RENTALS	SC Pallet Jacket Rental	207333		37.12
100-1610-7618	HOME DEPOT CREDIT SERVICES	Misc Supplies Repairs	207312		55.13
100-1610-7618	WAXIE SANITARY SUPPLY	Janitorial Supplies	207285		1,295.75
100-1610-7618	WAXIE SANITARY SUPPLY	Janitorial Supplies	207285		3,531.42
100-1610-7618	WAXIE SANITARY SUPPLY	Janitorial Supplies	207285		13.10
100-1610-7618	SUMMIT SUPPLY CORP OF COLORA	DHS Tennis Nets	207337		1,331.92
100-1610-7618	HOME DEPOT CREDIT SERVICES	Misc Supplies/Repairs	207312		289.39
100-1610-7652	LARES CONSTRUCTION & ROOFING	South Yard Roof Repair	207319		2,385.00
100-1610-7652	DEWEY PEST CONTROL INC	Pest Control Srvcs-N Yard 3/2017	207249		38.00
100-1610-7652	UNITED SITE SERVICES	Portable Toilet Rent-Moore Park	207283		158.64
100-1610-7652	STAR-BRITE CARPET CARE	3rd St Bldg Flood Clean-up	207276	210039- Bldg Maint Services - Montessori	250.00
100-1610-7652	ACCO ENGINEERED SYSTEMS	CH A/C Unit Heating System Repair	207286		444.44
100-1610-7652	ACCO ENGINEERED SYSTEMS	Public Safety A/C Repair	207286		1,270.00
100-1610-7652	MONROVIA LOCK SHOP	Keys	207322		34.84
100-1610-7652	JOE'S JANITORIAL SERVICE	SC Floor Strip/Wax	207263		450.00
100-1610-7652	JOE'S JANITORIAL SERVICE	ROP Bldg Floor Strip/Wax	207263		600.00
100-1610-7652	IMS REFRIGERATION INC	CC Ice Machine Preventive Maintenance	207314		263.55
100-1610-7652	ALBERTOS PLUMBING	Tennis Court Drinking Fountain	207245		550.00
100-1610-7652	ALBERTOS PLUMBING	South Yard Plumbing Repairs	207245		980.00
100-1610-7652	CINTAS CORPORATION #693	ROP Bldg Floor Mats	207248		66.31
100-1610-7652	CINTAS CORPORATION #693	SC Floor Mats	207248		210.96
100-1610-7652	CINTAS CORPORATION #693	Duarte Pk Bldg Floor Mats	207248		32.03
100-1610-7652	CINTAS CORPORATION #693	TC Floor Mats	207248		108.74
100-1610-7652	CINTAS CORPORATION #693	CH Floor Mats	207248		56.40
100-1610-7652	CINTAS CORPORATION #693	PS Floor Mats	207248		38.00
100-1610-7652	DEWEY PEST CONTROL INC	Pest Control Srvcs 3/2017	207249		164.00
100-1610-7652	ARCHITECTURAL DESIGN & SIGNS I	Electronic Sign Repair	207291		1,773.94
100-1610-7652	EXECUTIVE ELEVATOR INC	SC Elevator Maintenance 3/2017	207305		130.00
100-1610-7652	POST ALARM SYSTEMS	S Yard Alarm Monitoring 5/1/17 - 5/31/17	207327		42.00
100-1610-7830	U.S. BANK	SC Elevator 911-Vonage	207281		18.21
100-1805-7610	DUARTE PETTY CASH	Staff Meeting 1/26/17 (Delivery Tip)	207253		20.00

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100-1805-7610	DUARTE PETTY CASH	Roger Cathey CSMFO Luncheon 3/15/17	207253		40.00
100-1805-7612	U.S. BANK	Kristen Petersen 2017 CSMFO Membership	207281		110.00
100-1805-7614	STAPLES ADVANTAGE	Office Supplies	207335		44.33
100-1805-7614	OFFICE SOLUTIONS INC	Hand Sanitizer	207325		7.86
100-1805-7614	OFFICE SOLUTIONS INC	Heavy Duty Stapler	207325		51.37
100-1805-7614	OFFICE SOLUTIONS INC	Heavy Duty Staples	207325		8.89
100-1805-7980	U.S. BANK	Microsoft 365 2/27/17 - 3/26/17	207281		12.00
100-1805-7980	KRISTEN PETERSEN	iPhone Shield	207266		43.49
100-1805-7980	VERIZONWIRELESS	VW-City Hall 2/19/17 - 3/18/17	EFT04469		53.00
100-1810-7611	U.S. BANK	Colors Workshop Lunch 3/13/17 (Tropicana Mkt)	207281		134.97
100-1810-7611	DUARTE PETTY CASH	Colors Training Workshop Add'l Sandwiches	207253		4.00
100-1810-7611	DUARTE PETTY CASH	Colors Training Workshop Coffee	207253		31.90
100-1810-7660	CALIFORNIA STATE DEPARTMENT O	Fingerprint Apps 3/2017	207295		64.00
100-1815-7632	U.S. BANK	Administration/Crystal-Adobe Creative Cloud	207281		49.99
100-1815-7632	U.S. BANK	HR/Michelle-Adobe Creative Cloud	207281		14.99
100-1815-7632	U.S. BANK	Admin Svcs/Roxanne-Adobe Creative Cloud	207281		49.99
100-1815-7632	U.S. BANK	Comm Dev/Yesenia-Adobe Creative Cloud	207281		49.99
100-1815-7632	U.S. BANK	Administration/Iliana-Adobe Creative Cloud	207281		49.99
100-1815-7632	U.S. BANK	Parks & Rec/Pam-Adobe Creative Cloud	207281		49.99
100-1815-7632	U.S. BANK	Public Safety/Susie-Adobe Creative Cloud	207281		49.99
100-1825-7613	STAPLES ADVANTAGE	PS Copier Paper	207335		152.19
100-1825-7613	OFFICE SOLUTIONS INC	Copier Paper	207325		265.27
100-1825-7613	OFFICE SOLUTIONS INC	Copier Paper	207325		101.14
100-1825-7626	DUARTE PETTY CASH	USPS- Over Night Delivery	207253		31.30
100-1825-7626	FEDEX	Document Delivery	207257		83.60
100-1825-7630	RICOH USA INC	Copier Lease-PS 3/19/17 - 4/18/17	207268		774.32
100-1825-7630	RICOH USA INC	Copier Lease-CH/SC/TC 4/19/17 - 5/18/17	207268		1,633.31
100-1825-7631	RICOH USA INC	Copier Maint-CH/SC/TC 3/19/17 - 4/18/17	207267		1,501.03
100-1825-7631	RICOH USA INC	Copier Overage-PS 12/19/16 - 3/18/17	207268		362.13
100-1825-7687	HOME DEPOT CREDIT SERVICES	LARA Event	207312		54.33
100-1825-7747	AIDA TORRES	Walk for Kids Pasadena Lunch	207277	210026 - Bev Cont Recycling - Bev Recycli	44.24
100-1825-7980	COUNTY OF LOS ANGELES DEPART	Sewer Charges FY 2016/17	207299		833.25
100-2026	AMINA WALKER	Equipment Deposit Refund	207284		25.00
100-2120	AUGUSTINE GALLARDO	Gazebo Rent Deposit Refund	207261		50.00
100-2120	TERESA CHAVEZ	CC Rent Deposit Refund	207247		500.00
100-2120	FILIPINO COMMUNITY UNITED PRE	Encanto Pk RR Rent Deposit Refund	207258		50.00
100-2120	FILM THIS	Film Deposit Refund (Framework 4/4/17)	207259		500.00
100-2121	FSP DESIGNS	Wine Stoppers	207309		921.66
100-4201	SERVICE CHAMPIONS	Refund-Cancelled Permit 2017-052	207270		63.00
100-4302	OSCAR ROMAN GONZALEZ	Citation Voilation 22500(J) Refund	207262		53.00
100-4402	TERESA CHAVEZ	CC Ice Machine Broken	207247		50.00
100-4408	DUARTE UNIFIED SCHOOL DISTRICT	Nextel Lease 4/2017	207304	250004 - Property Rent - Nextel Rent (Oti	1,520.98
Fund 100 - GENERAL FUND Total:					203,622.05

Council Warrant Register by Account

Payment Dates: 04/12/2017 - 04/25/2017

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 220 - GAS TAX FUN					
220-2210-7811	WS PAVE INC	Winter Storm Sinkhole Repair-MelCanyon	207343	201632-Street Maint (GT)-Winter Storm	750.00
220-2210-7811	WS PAVE INC	Sinkhole Repair-Buena Vista St	207343		650.00
220-2210-8070	CARE FOR THE CHILDREN	Citywide Curb Address Numbers	207296		18,471.56
Fund 220 - GAS TAX FUN Total:					19,871.56

Council Warrant Register by Account

Payment Dates: 04/12/2017 - 04/25/2017

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
240-2405-7888	HOME DEPOT CREDIT SERVICES	Street Light Number Tags	207312		8.61
240-2405-7888	HOME DEPOT CREDIT SERVICES	Street Light Repairs	207312		105.03
240-2405-7888	HOME DEPOT CREDIT SERVICES	Return (Inv 4381143)	207312		-105.46
240-2405-7888	HOME DEPOT CREDIT SERVICES	Street Light Repairs	207312		46.57
240-2405-7888	B & K ELECTRIC WHOLESAL	Citywide Street Light Repairs	207294		61.67
240-2410-7891	LANDSCAPE WAREHOUSE INC	Median Irrigation Repair	207318		412.86
240-2410-7891	LANDSCAPE WAREHOUSE INC	Hunt Dr Irrigation Repair	207318		498.14
240-2410-7891	HOME DEPOT CREDIT SERVICES	Duarte Plaza Fountain Maintenance	207312		21.73
240-2425-7887	HOME DEPOT CREDIT SERVICES	Mainline Irrigation Repair	207312		3.82
240-2425-7887	LANDSCAPE WAREHOUSE INC	Hearthstone Irrigation Repair	207318		32.10
240-2425-7887	LANDSCAPE WAREHOUSE INC	Hearthstone Pkwy Irrigation Repair	207318		40.82
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					1,125.89

Council Warrant Register by Account

Payment Dates: 04/12/2017 - 04/25/2017

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 300 - BICYCLE AND PEDESTRIAN SAFETY FUND (SB821)					
300-3005-8060	FS CONTRACTORS INC	Concrete Repair-Hunt Dr/Windsor Circle	207308		14,482.00
Fund 300 - BICYCLE AND PEDESTRIAN SAFETY FUND (SB821) Total:					14,482.00

Council Warrant Register by Account

Payment Dates: 04/12/2017 - 04/25/2017

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 440 - PROPOSITION A TRANSIT FUND					
440-4405-7613	TRILLIUM SOLUTIONS INC	GTFS Subscription 3/28/17 - 3/27/18	207339		400.00
440-4405-7650	AUTOZONE	South Yard Supplies	207293		22.48
440-4405-7814	SUPERIOR PROPERTY SERVICES INC	Graffiti Removal 3/2017	207338		512.97
440-4405-7821	VERIZONWIRELESS	VW-City Hall 2/19/17 - 3/18/17	EFT04469		62.57
440-4405-7887	NAVARRO'S TOWING SERVICE	Bus 104 Towing	207324		225.00
440-4405-7887	CREATIVE BUS SALES	Bus 103 Air 3 Switch Assembly	207301		344.82
440-4405-7887	LA MOBO BUS SERVICE INC	Bus 102 Oil Pressure Sensor	207317		491.89
440-4405-7887	LA MOBO BUS SERVICE INC	Bus 104 Air Tank Drain Valve Repair	207317		147.20
440-4405-7887	LA MOBO BUS SERVICE INC	Bus 102 A/C Replacement	207317		4,014.82
440-4405-7887	LA MOBO BUS SERVICE INC	Bus 102 Air Fittings	207317		228.29
440-4405-7887	LA MOBO BUS SERVICE INC	Bus 103 Air Leak Repair	207317		272.27
440-4405-7887	LA MOBO BUS SERVICE INC	Bus 102 Wheel Seals/Air Brake Valve	207317		2,765.77
440-4405-7887	LA MOBO BUS SERVICE INC	Bus 101 Air System Repair/Lights	207317		1,121.04
440-4405-7887	LA MOBO BUS SERVICE INC	Bus 102 Batteries	207317		676.66
440-4405-7887	B & K ELECTRIC WHOLESALE	Bus Lights	207294		225.55
440-4425-7965	SOUTHERN CALIFORNIA EDISON	ATP Project-New Meter/Srvc Ped/Bike Improv	207274	201604-Prof Svcs 440 (ATP)-ATP Design G	701.86
440-4425-8100	SOUTHERN CALIFORNIA EDISON	ATP Project-Line Ext Pedestrian Lights	207274	201604-Other Cap 440 (ATP)-ATP Goldline	3,049.95
Fund 440 - PROPOSITION A TRANSIT FUND Total:					15,263.14

Council Warrant Register by Account

Payment Dates: 04/12/2017 - 04/25/2017

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 470 - MEASURE R LR TRANSIT FUND					
470-4705-8060	FS CONTRACTORS INC	Concrete Repair-Hunt Dr/Windsor Circle	207308		20,275.77
Fund 470 - MEASURE R LR TRANSIT FUND Total:					20,275.77

Council Warrant Register by Account

Payment Dates: 04/12/2017 - 04/25/2017

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 620 - COMMUNITY IMPROVEMENT FUND					
620-6225-7965	SOUTHERN CALIFORNIA EDISON	ATP Project-New Meter/Srvc Ped/Bike Improv	207274	201604-Prof Svcs 620 (ATP)-ATP Design G	1,056.33
620-6225-8100	SOUTHERN CALIFORNIA EDISON	ATP Project-Line Ext Pedestrian Lights	207274	201604-Other Cap 620 (ATP)-ATP Design	4,590.23
Fund 620 - COMMUNITY IMPROVEMENT FUND Total:					5,646.56
Grand Total:					280,286.97

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	203,622.05
220 - GAS TAX FUN	19,871.56
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	1,125.89
300 - BICYCLE AND PEDESTRIAN SAFETY FUND (SB821)	14,482.00
440 - PROPOSITION A TRANSIT FUND	15,263.14
470 - MEASURE R LR TRANSIT FUND	20,275.77
620 - COMMUNITY IMPROVEMENT FUND	5,646.56
Grand Total:	280,286.97

Account Summary

Account Number	Account Name	Payment Amount
100-1005-7980	Other Expenses	143.20
100-1010-7610	Travel, Mtgs & Conf	946.04
100-1010-7612	Publications and Dues	355.00
100-1010-7614	Office Supplies	172.87
100-1010-7650	Vehicle Maintenance	135.00
100-1010-7670	Legal Notices	2,808.12
100-1010-7980	Other Expenses	1,391.29
100-1020-7716	Special Community Even	1,323.54
100-1020-7726	Council Cablecasting	3,349.99
100-1205-7614	Office Supplies	14.17
100-1205-7615	Emergency Supplies	236.81
100-1205-7650	Vehicle Maintenance	99.11
100-1205-7655	Emergency Services	687.30
100-1205-7779	Youth Programs	2,656.06
100-1205-7780	Animal Control	430.44
100-1205-7781	Contract Law Enforceme	454.89
100-1205-7887	Repairs & Replacements	7.60
100-1205-7980	Other Expenses	298.66
100-1405-7610	Travel, Mtgs & Conf	356.32
100-1405-7612	Publications and Dues	25.99
100-1405-7800	Building Department Ser	23,204.76
100-1405-7965	Professional Services	13,321.00
100-1405-7969	City Engineer	7,717.50
100-1405-7975	Economic Development	1,479.99
100-1405-7980	Other Expenses	2,451.39
100-1405-8100	Other Capital Improvem	11,001.05
100-1410-7610	Travel, Mtgs & Conf	320.00
100-1410-7614	Office Supplies	21.28
100-1410-7621	Other Supplies	197.03
100-1410-7650	Vehicle Maintenance	5,595.79
100-1410-7814	Graffiti Removal	341.98
100-1410-7887	Repairs & Replacements	2,099.53
100-1410-7900	K-Rail Maintenance	74,459.47
100-1410-7980	Other Expenses	717.09
100-1415-7889	Repairs-Sports Park	486.08
100-1500	Advances	800.00
100-1605-7002	Regular Salaries	153.84
100-1605-7012	Aquatics Salaries	975.00
100-1605-7610	Travel, Mtgs & Conf	175.00
100-1605-7650	Vehicle Maintenance	290.27
100-1605-7728	Americorp's VIP Progra	497.95
100-1605-7730	Special Events	678.64
100-1605-7733	Senior Center	1,815.23
100-1605-7735	Teen Center	345.16
100-1605-7739	Publicity	216.69
100-1605-7745	Boxing Program	45.66

Account Summary

Account Number	Account Name	Payment Amount
100-1605-7750	Bus Rentals	4,984.00
100-1605-7980	Other Expenses	2,171.73
100-1610-7617	Pool Chemicals	583.78
100-1610-7618	Building Supplies	10,007.21
100-1610-7652	Building Maint Services	10,046.85
100-1610-7830	Telephones	18.21
100-1805-7610	Travel, Mtgs & Conf	60.00
100-1805-7612	Publications and Dues	110.00
100-1805-7614	Office Supplies	112.45
100-1805-7980	Other Expenses	108.49
100-1810-7611	Training	170.87
100-1810-7660	Other Services	64.00
100-1815-7632	Software Maintenance	314.93
100-1825-7613	Duplications And Photos	518.60
100-1825-7626	Postage	114.90
100-1825-7630	Equipment Lease	2,407.63
100-1825-7631	Equipment Maintenance	1,863.16
100-1825-7687	Waste Mgmt Services	54.33
100-1825-7747	Beverage Cont Recycling	44.24
100-1825-7980	Other Expenses	833.25
100-2026	EE Equipment Deposit	25.00
100-2120	Refundable Deposits	1,100.00
100-2121	Pass Through Deposits	921.66
100-4201	Building Permits	63.00
100-4302	Parking Citations	53.00
100-4402	Community Center Rent	50.00
100-4408	Property Rental	1,520.98
220-2210-7811	Street Maintenance	1,400.00
220-2210-8070	Street Improvements (C	18,471.56
240-2405-7888	Repairs-Citywide	116.42
240-2410-7891	Repairs-Medians	932.73
240-2425-7887	Repairs & Replacements	76.74
300-3005-8060	Sidewalk Improvements	14,482.00
440-4405-7613	Duplications And Photos	400.00
440-4405-7650	Vehicle Maintenance	22.48
440-4405-7814	Graffiti Removal	512.97
440-4405-7821	Person'l Computr Suppo	62.57
440-4405-7887	Repairs & Replacements	10,513.31
440-4425-7965	Professional Services (AT	701.86
440-4425-8100	Other Capital Improvem	3,049.95
470-4705-8060	Sidewalk/Concrete Repa	20,275.77
620-6225-7965	Professional Services (AT	1,056.33
620-6225-8100	Other Capital Improvem	4,590.23
Grand Total:		280,286.97

Project Account Summary

Project Account Key	Payment Amount
None	165,730.77
201604-Other Cap 440 (ATP)-ATP Goldline	3,049.95
201604-Other Cap 620 (ATP)-ATP Design Goldline	4,590.23
201604-Prof Svcs 440 (ATP)-ATP Design Goldline	701.86
201604-Prof Svcs 620 (ATP)-ATP Design Goldline	1,056.33
201631-Spec Events-Golden Streets 626	869.59
201632-Fish Fire K-Rail Maint (1410)	74,459.47
201632-Fish Fire-Emergency Supplies	151.75
201632-Fish Fire-Other Exp (1405)	73.39
201632-Fish Fire-Vehicle Maint	54.75
201632-Street Maint (GT)-Winter Storm Mud Flow	750.00

Project Account Summary

Project Account Key	Payment Amount
201633-Other Cap Improv-Courtyard Fountain Refurb	11,001.05
201633-Prof Svcs-Courtyard Fountain Refurb	1,750.00
201709- Duarte's Promise - America's Promise Exp	497.95
201715-Prof Svc-3rd St and Oak Res	9,021.00
201716-Youth Prgms-CalGrip 2017-2018 (3 of 3 MOU)	2,388.66
201723-Other Exp-1303 Hunt Site Clearance	2,325.00
210026 - Bev Cont Recycling - Bev Recycling Prog	44.24
210039- Bldg Maint Services - Montessori School	250.00
250004 - Property Rent - Nextel Rent (Otis Gordon)	1,520.98
Grand Total:	280,286.97

Council Warrant Register Over \$5000

Payment Dates: 04/12/2017 - 04/25/2017

Payment Number	Payment Date	Vendor #	Vendor Name	Account Number	Project Account Key	Payment Amount
	Payable Number	Description				Item Amount
	5947	Bus 102 Batteries		440-4405-7887		676.66
207323	4/25/2017	5344	MORSE PLANNING GROUP			9,021.00
	2017-0008	3rd St/Oak St Project EIR 3/2017		100-1405-7965	201715-Prof Svc-3rd St and Oak Res	9,021.00
207329	4/25/2017	0904	RKA CONSULTING GROUP			7,717.50
	25951	2017/18 LLD Engineering 2/2017		100-1405-7969		350.00
	25952	Engineering Consulting 2/2017		100-1405-7969		1,700.00
	25953	Royal Oaks Signal Engineering 2/2017		100-1405-7969		2,480.00
	25954	Contract Engineer 2/2017		100-1405-7969		3,187.50
207336	4/25/2017	5675	SULLY-MILLER CONTRACTING CO			66,772.03
	893175	Winter Storm Mud Flow Clean-up 2/3		100-1410-7900	201632-Fish Fire K-Rail Maint (1410)	12,036.06
	893175	Winter Storm Mud Flow Clean-up 2/2		100-1410-7900	201632-Fish Fire K-Rail Maint (1410)	11,222.18
	893175	Winter Storm Mud Flow Clean-up 2/1		100-1410-7900	201632-Fish Fire K-Rail Maint (1410)	158.43
	893175	Winter Storm Mud Flow Clean-up 2/1		100-1410-7900	201632-Fish Fire K-Rail Maint (1410)	17,295.78
	893175	Winter Storm Mud Flow Clean-up 1/3		100-1410-7900	201632-Fish Fire K-Rail Maint (1410)	9,921.13
	893175	Winter Storm Mud Flow Clean-up 2/1		100-1410-7900	201632-Fish Fire K-Rail Maint (1410)	4,946.51
	893175	Winter Storm Mud Flow Clean-up 2/1		100-1410-7900	201632-Fish Fire K-Rail Maint (1410)	11,191.94
Payment Total:						204,781.58

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	132,435.94
220 - GAS TAX FUN	18,471.56
300 - BICYCLE AND PEDESTRIAN SAFETY FUND (SB821)	14,482.00
440 - PROPOSITION A TRANSIT FUND	13,469.75
470 - MEASURE R LR TRANSIT FUND	20,275.77
620 - COMMUNITY IMPROVEMENT FUND	5,646.56
Grand Total:	204,781.58

Account Summary

Account Number	Account Name	Payment Amount
100-1010-7610	Travel, Mtgs & Conf	673.57
100-1010-7612	Publications and Dues	355.00
100-1010-7650	Vehicle Maintenance	40.00
100-1010-7980	Other Expenses	1,190.00
100-1020-7716	Special Community Even	559.60
100-1405-7800	Building Department Ser	23,204.76
100-1405-7965	Professional Services	9,021.00
100-1405-7969	City Engineer	7,717.50
100-1405-7975	Economic Development	1,069.46
100-1405-8100	Other Capital Improvem	11,001.05
100-1410-7900	K-Rail Maintenance	74,459.47
100-1605-7730	Special Events	207.87
100-1605-7733	Senior Center	1,321.50
100-1605-7980	Other Expenses	1,177.20
100-1610-7618	Building Supplies	437.96
220-2210-8070	Street Improvements (C	18,471.56
300-3005-8060	Sidewalk Improvements	14,482.00
440-4405-7887	Repairs & Replacements	9,717.94
440-4425-7965	Professional Services (AT	701.86
440-4425-8100	Other Capital Improvem	3,049.95
470-4705-8060	Sidewalk/Concrete Repa	20,275.77
620-6225-7965	Professional Services (AT	1,056.33
620-6225-8100	Other Capital Improvem	4,590.23
Grand Total:		204,781.58

Project Account Summary

Project Account Key	Payment Amount
None	100,401.69
201604-Other Cap 440 (ATP)-ATP Goldline	3,049.95
201604-Other Cap 620 (ATP)-ATP Design Goldline	4,590.23
201604-Prof Svcs 440 (ATP)-ATP Design Goldline	701.86
201604-Prof Svcs 620 (ATP)-ATP Design Goldline	1,056.33
201631-Spec Events-Golden Streets 626	500.00
201632-Fish Fire K-Rail Maint (1410)	74,459.47
201633-Other Cap Improv-Courtyard Fountain Refurb	11,001.05
201715-Prof Svc-3rd St and Oak Res	9,021.00
Grand Total:	204,781.58

MEMORANDUM

TO: Darrell J. George, City Manager

FROM: Kristen Petersen, Assistant City Manager

DATE: April 19, 2017

SUBJECT: CENTRALIZED SAFETY MANUAL

Background

Since 2010, at JPIA's recommendation staff has been working diligently to create formal documents that memorialize the policies and procedures that we are already implementing appropriately, but for which we did not have written policy documents. These documents have been brought to Council for approval at various meetings over the years. With the most recently adopted Lead and Asbestos Operating Plan, we have officially completed all of the safety policies that are required to develop a Centralized Safety Manual. A Centralized Safety Manual is simply a compilation of all the individual safety related policies and was recommended by JPIA's 2010 assessment. A summary of the main policies and programs that make up the manual are summarized below.

The ILLNESS AND INJURY PREVENTION PROGRAM was adopted by Council in March 2014. General Industry Safety Orders Section 3203 requires all employers to develop and implement an effective Injury and Illness Prevention Program that is aimed at keeping employees safe and avoiding injuries in the workplace.

The EMERGENCY ACTION PLAN POLICY was adopted by Council in June 2012. The purpose of the Emergency Action Plan is to provide the City of Duarte employees and visitors with a plan of action in the unfortunate event of a natural or man-made disaster. The focus of this plan is to protect life and property through proper management, planning, and preparation. This policy included the development of evacuation plans and maps installed in each of the City's facilities.

The FIRST AID, CPR & AED PROGRAM was adopted in 2011 by Council and was most recently revised by Council in February 2015. It memorializes our program for providing first aid, cardiopulmonary resuscitation (CPR) and automated external defibrillation (AED) in the workplace. The program applies to all trained employees that have been American Red Cross certified to administer first aid, CPR and AED.

The BLOODBORNE PATHOGENS EXPOSURE CONTROL PLAN was adopted by Council in 2006 and was most recently revised by Council in February 2015. It aims to reduce the risk of exposure to infectious diseases for employees. The policy sets out guidelines about using universal precautions, incident reporting, training and vaccinations for employees.

The RETURN TO WORK POLICY was adopted by Council in August 2014. This policy aims to facilitate the expedient return of staff to full duty after they have been absent due to injury, illness, or other medical condition. This policy shall be applied in situations when a full-time employee, part-time employee, or City volunteer is restricted in the performance of their regular duties due to a work-related accident/injury. The policy provides for the use of transitional duty assignments and shall, to the extent possible, assist employees by temporarily modifying work assignments, duties or arranging for a temporary transfer until the employee is medically released to resume regular duties.

The POLICY AGAINST WORKPLACE VIOLENCE was adopted by Council in June 2013. This policy is intended to create and foster a work environment free from workplace violence and to provide a definition of workplace violence. This policy outlines the responsibilities of all persons in the City workplace(s) to maintain a workplace free of actual, attempted or threatened violence. The purpose of this policy is to ensure that incidents of workplace violence are reported to City management and/or law enforcement as appropriate.

The HAZARD COMMUNICATION PROGRAM was adopted by Council on February 2015. It aims to ensure that all employees have adequate training and information on the hazardous substances used in their work assignments and that they are provided with the proper Personal Protective Equipment. The program requires that a hazardous material inventory be maintained in each department and that employees are made aware and trained on the health hazards of the substances in the work area and measures they can take to protect themselves from these hazards.

The HAZARDOUS WASTE CONTROL POLICY was adopted by Council in February 2015. It sets procedures for disposal of hazardous waste that is produced by any department of the City in accordance with Federal, State, and Local laws and regulations. Waste is labeled, logged in, properly packaged and secured at the South Yard and shipped with a licensed transporter within 180 days of the accumulation start date.

The LEAD AND ASBESTOS OPERATING PLAN was just recently adopted by Council on April 11th. It applies to all construction work where employees may be exposed to lead or asbestos materials. The Plan specifies that City of Duarte staff are not trained to perform any asbestos abatement operations and that all work will be performed by a certified, licensed abatement contractor. Thus, our employees should never be occupationally exposed.

The FIRE PREVENTION POLICY was adopted by Council in February 2015. It aims to put into writing the responsibilities and best practices to prevent the potential fire hazards in work areas. There are recommended housekeeping practices, training responsibilities and the list of fire control measures, for example fire extinguishers, installed in the work areas for employee reference.

The HEAT ILLNESS PREVENTION PLAN was adopted by Council in November 2013. The purpose is to provide general requirements for a Heat Illness Prevention Plan in accordance with CCR Title 8: Section 3395. It includes procedures for the provision of water, access to shade, monitoring weather and preventive measures related to heat illness incidents.

The HEARING CONSERVATION PROGRAM was adopted by Council in February 2015. It defines responsibilities for the prevention of occupationally induced hearing loss in all City of Duarte employees, whose noise exposure equals or exceeds an 8-hour time weighted average of 85 decibels. Hearing protectors are available to all employees who meet the above criteria and noise reduction procedures are noted in the policy. An audiometric testing program has been established and will be maintained to monitor exposed employee's comparable hearing levels.

The LOCKOUT/TAG OUT POLICY was adopted by Council in February 2015. It memorializes the minimum requirements for lockout of energy sources that could cause injury to employees. This policy is focused on the hazards related to servicing and repairing city equipment or machinery. A lockout is required when machinery is non-operational and an accident could take place if another user is unaware. So, the machinery is locked and tagged to warn other workers not to attempt to operate the switch, valve, etc. due to the potential danger.

The EXCAVATIONS, TRENCHES, AND EARTHWORK POLICY was adopted by Council in 2010. It aims to establish procedures for all excavations, trenches, and earthwork, consistent with Title 8, California Code of Regulations, Construction Safety Orders, Sections 1539 through 1541. This directive establishes procedures and responsibilities for safeguarding personnel working in excavations and trenches. The following procedures shall be followed whenever it is determined that trenching or excavation shoring is necessary.

The VEHICLE USE POLICY was adopted by Council in October 2015. While the existing Personnel Rules and Regulations address much of the basic policies related to the use of City owned and privately owned vehicles, the Vehicle Use Policy memorializes these existing procedures in a separate document as recommended by the JPIA. The use of City owned vehicles should be the primary means of vehicle usage, as it provides the greatest control over operating costs, usage, maintenance, inspection and insurance. However, there are many cases where the use of a privately-owned vehicle may be more efficient for official City business and under those circumstances the policy guides the use, liability and mileage reimbursement. The policy also memorializes the accident reporting and insurance requirements for each driver.

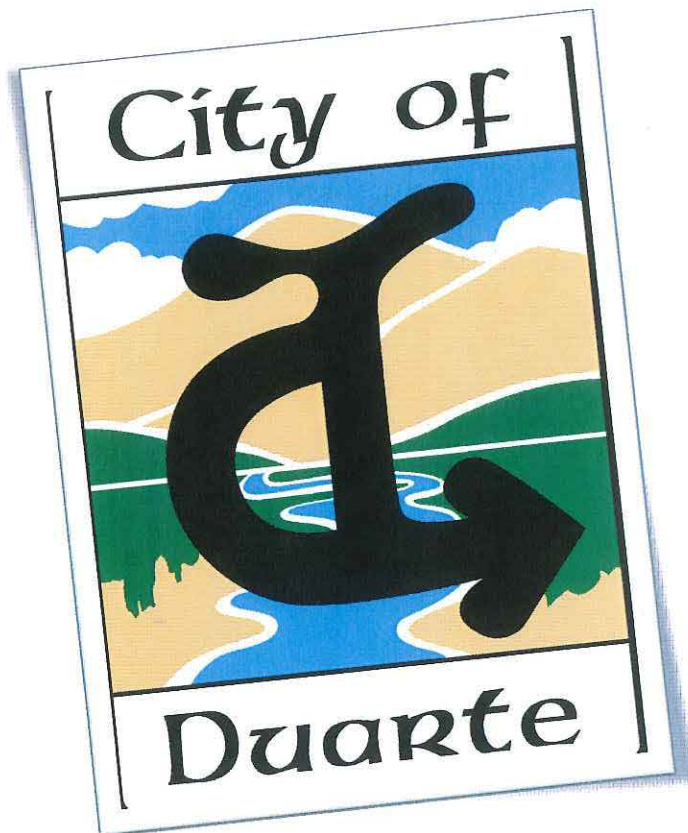
The PLAYGROUND SAFETY POLICY was adopted in January 2011. It sets standard operating procedures to protect and preserve unsupervised public playground facilities and its users. This program may only be accomplished through a commitment to a public playground safety program which assures that every attempt will be made to eliminate playground hazards while not totally eliminating the element of risk which is an essential part of any successful children's play and learning environment.

Recommendation

It is recommended that the City Council adopt the attached Centralized Safety Manual.

CENTRALIZED SAFETY MANUAL

Prepared for: City of Duarte Employees
Prepared by: Human Resources
Effective Date: April 2017



EMERGENCY CONTACT INFORMATION

Medical Emergency, Ambulance or Rescue: 9-1-1

Fire: Los Angeles County Fire Dept. (626) 444-2581

Police: Temple Sheriff Station (626) 285-7171

If you are in danger, sound alarm to others, leave the area. Then immediately report the emergency.

- Give your name
- Phone number you are calling from
- Location of Emergency
- Nature of accident or injuries
- Condition and number of injured, what is being done
- Stay on the phone until told to hang up

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INTRODUCTION

At the City of Duarte we are firmly committed to the safety of our employees. We will do everything possible to prevent workplace accidents and we are committed to providing a safe working environment for all employees. As the most critical resource, employees will be safeguarded through training, provision of appropriate work surroundings, and procedures that foster protection of health and safety. All work conducted by the City of Duarte employees will take into account the intent of this policy. No duty, no matter what its perceived result, will be deemed more important than employee health and safety.

Employees are encouraged to report any unsafe work practices or safety hazards encountered on the job. All accidents/incidents (no matter how slight) are to be immediately reported to the supervisor on duty.

A key factor in implementing this policy will be strict compliance to all applicable federal, state, local, and company policies and procedures. Failure to comply with these policies may result in disciplinary actions.

Respecting this, the City of Duarte will make every reasonable effort to provide a safe and healthful workplace that is free from any recognized or known potential hazards.

PURPOSE

The purpose of this policy is to develop a high standard of safety throughout all operations at the City of Duarte.

It is our intention here at the City of Duarte to initiate and maintain complete accident prevention and safety training programs. Each individual is responsible for the safety and health of those persons in their charge and coworkers around them. By accepting mutual responsibility to operate safely, we will all contribute to the well being of personnel.

GENERAL EMPLOYEE SAFETY GUIDELINES & RESPONSIBILITIES

- A.** Know the job and always apply safe work practices.
- B.** Recognize the hazards of the job and take precautions to ensure the safety of themselves and others.
- C.** Immediately advise their Supervisor if the working conditions, tools or equipment are unsafe.

- D.** Actively participate and cooperate in the overall safety program.
- E.** Use all personal protective equipment as required.
- F.** Comply with all safety instructions from Supervisors.
- G.** Obey all health and safety warning signs and standards.
- H.** Immediately report all accidents (vehicular or personal) regardless of severity to the Supervisor.
- I.** Do not jump from truck beds, platforms, fences, or other elevated places.
- J.** Do not take shortcuts in or over dangerous places.
- K.** Pay strict attention to their work and do not participate in practical jokes and horseplay.
- L.** Do not wear loose clothing and jewelry while working on or near equipment and machines.

SUPERVISOR SAFETY GUIDELINES & RESPONSIBILITIES

- A.** Give sincere, active, and constant support to all safety activities and procedures.
- B.** Instill safety awareness in each employee.
- C.** Be responsible for familiarizing employees with the hazards of the job to which they are assigned, and instruct their personnel in the safe methods of performing the job.
- D.** Ensure that each worker is provided with the needed safety equipment and protective devices.
- E.** Take prompt corrective action whenever unsafe conditions or acts are noted.
- F.** Periodically review the work practices of subordinate employees to ensure they continue to work in a safe manner.
- G.** Make regular safety appraisals of their assigned area.
- H.** Investigate and find the cause of accidents and take corrective action to prevent recurrences.

- I. Be responsible for the enforcement of safety rules among employees.
- J. At the end of each workday, inspect work areas for proper housekeeping or other hazards.

SAFETY DISCIPLINARY POLICY

I. Disciplinary Action:

The City of Duarte's policy states that non-compliance and or willful violation of the Code of Safe Practices and specific work procedures or rules will result in disciplinary action and/or termination. Disciplinary action will be administered and documented per the City of Duarte's policy and procedure and or contracts.

II. Accountability Program:

Central to maintaining safety program compliance is establishing accountability for safety. The City of Duarte has identified specific safety activities that managers and supervisors are responsible for. These activities include conducting safety meetings and observation audits, accident investigations, attendance at training sessions and accident rate performance. Performance in these and additional safety activities will be maintained and included for discussion and appropriate action including the annual performance appraisal review.

SAFETY MEETINGS & SELF-INSPECTIONS

I. Safety Meetings:

- A. The Department Safety Coordinator or their designee will conduct a safety meeting. All meetings will include information on the following subjects as applicable.
 - 1. Review of Code of Safe Practices, policies or procedures.
 - 2. On the job or off the job safety information.
 - 3. Feedback from employees on hazards, safety suggestions or concerns.
 - 4. Review of previous accidents, causes and corrective actions.
 - 5. Recognition for compliance, good safety performance or attitude.
- B. Attendance at the safety meeting is considered a part of every employee's job duties. All meetings will be documented with training name, date of training, and signature of employees in attendance. The Department

Safety Coordinator will retain completed safety meeting documentation forms.

C. Safety meetings will be conducted at least quarterly for the following:

1. Administrative Staff
2. Parks and Recreation
3. Community Development
4. Public Safety
5. Transit

II. Site Safety Inspections:

The Department Safety Coordinator will conduct a site safety inspection periodically. This inspection shall be formally documented in writing.

Correction of unsafe conditions will be documented on the inspection form and the form shall be maintained on file in the department.

It will be the responsibility of the Department Manager to:

- a. Monitor progress on corrective actions that remain to be completed and conduct follow-up survey to verify completion of corrective actions as required.
- b. Inform employees and City of Duarte Management of any serious finding or incomplete corrective action that may pose a serious injury risk to employees or the public or the environment in general.

OFFICE SAFETY & SECURITY

I. Office Safety:

- A. Never leave file drawers open, or open multiple file drawers at once.
- B. Do not stack heavy or bulky objects on top of cabinets
- C. Do not store frequently used objects above shoulder height or below knee height.
- D. Never reach into office machines without turning them off and unplugging them if possible.

- E. Keep your work area free to trip hazards such as storage in walkways, cords across aisles, and damaged floor coverings.
- F. Inspect step stools/ladders before use. Be sure to keep a stationary object in front of you when using a step stool to provide stability.
- G. Never use defective or broken equipment. Report these problems to your supervisor.

II. Security:

- A. Always be aware of your surroundings. Keep your head up and hands out of your pockets while walking to and from your car.
- B. Immediately report any suspicious activity or persons to Human Resources. And immediately report any theft to Human Resources.
- C. When parking, remove all valuables from sight and lock car doors.
- D. Keep all valuables (money, purse, jewelry, etc.) out of sight when at your desk. Do not bring large sums of money or other valuables into the building.
- E. Secure laptop computers, PDAs, and other small electronic devices before leaving your workspace for extended periods of time (lunch, meetings, etc.).
- F. If you are working alone and are in the office before or after regular business hours, on weekends, or holidays, observe these additional guidelines:
 - 1. Be sure doors close and lock after you
 - 2. Turn on lights as you move throughout the building
 - 3. Always be aware of the closest telephone (do not hesitate to call 911 if you feel threatened)
 - 4. Be sure that someone at home knows that you're at work and is expecting you to check in by a specified time.
 - 5. As you leave the office, be sure to turn off all equipment, lights, etc., after use.

HOUSEKEEPING

This program is intended to protect employees from potential health and safety hazards in the office. This policy emphasizes the elimination or reduction of hazards. Each employee will be responsible for maintaining his/her work area(s) in a neat and orderly manner that will enhance the public image of the City of Duarte.

- 1. Keep work areas and storage facilities clean, neat and orderly.

2. Wipe up spills and pick up all objects that should not be on floor.
3. All aisles, stairways, exits and access ways should be kept free and clear of obstructions.
4. Do not obstruct access to fixed ladders, stairways, electrical switches, fire extinguishers, rescue or any other emergency equipment.
5. Proper layout, spacing, and arrangement of equipment, furniture, and machinery are essential.
6. All tripping hazards must be eliminated.
7. Some common hazards are damaged carpeting, cords in walking areas, and projecting floor electrical outlet boxes.
8. Chairs, files, bookcases and desks must be maintained in a safe operating condition.
9. Filing cabinet drawers must always be kept closed when not in use.
10. Keep tools and materials stored must be in designated area, clearly labeled, safely stacked and readily accessible. Care must be taken to stack tools and materials so that they will not topple over. Heavy objects will be stored at low levels.
11. Use only step stools and ladders (do not climb on counters or chairs).
12. Get help to move heavy objects.
13. Do not litter. Properly dispose of refuse in suitable waste containers or recycle whenever possible.
14. Hazardous materials must be properly handled and disposed of at the designated hazardous material container located at the South Yard. All hazardous material must be labeled to warn employees of the potential hazards, and be logged in.
15. Always inspect tools and other equipment before use. Report defects to supervisor and other potential users. Do not use defective equipment or tools.
16. Obey warning signs and tags. They are posted to point out hazards.
17. Never remove or disable any safety device.

SAFETY TRAINING

Initial Training

Upon implementation all employees will have this program reviewed with them. The program will be reviewed as an element of the new employee orientation and for contract employees working under the City of Duarte's direction and control.

OFF THE JOB SAFETY

Please be advised that neither the City of Duarte nor our insurance carrier are liable for the payment of Worker's Compensation benefits for injuries or illnesses that arise out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

ILLNESS AND INJURY PREVENTION PROGRAM

Effective Date: March 2014

Revised:

I. SCOPE

General Industry Safety Orders Section 3203 requires all employers to develop and implement an effective Injury and Illness Prevention Program. Specific elements of a safety program are required to be included in our program. Currently violations of any Cal-OSHA regulations may result in citations with a monetary penalty.

II. SAFETY PROGRAM RESPONSIBILITIES

The Assistant City Manager (Risk Manager) is designated as our Safety Program Administrator. Under the City of Duarte's Safety Program, all levels in the organization have a responsibility for safety.

A. Employee safety responsibilities include:

1. Becoming familiar and complying with the Code of Safe Practices (Attachment A) and specific work procedures or rules as they apply to their work activity.
2. Attending training sessions as scheduled.
3. Know the job and always apply safe work practices.
4. Recognize the hazards of the job and take precautions to ensure the safety of themselves and others.
5. Immediately advise their Supervisor if the working conditions, tools or equipment are unsafe.
6. Actively participate and cooperate in the overall safety program.
7. Use all personal protective equipment as required.
8. Comply with all safety instructions from Supervisors
9. Obey all health and safety warning signs and standards.
10. Immediately report all accidents (vehicular or personal) regardless of severity to the Supervisor.
11. Do not jump from truck beds, platforms, fences, or other elevated places.
12. Do not take shortcuts in or over dangerous places.
13. Pay strict attention to their work and do not participate in practical jokes and horseplay.
14. Do not wear loose clothing and jewelry while working on or near equipment and machines.

B. Supervisory safety responsibilities include:

1. Becoming familiar and complying with the Code of Safe Practices (Attachment B) and specific work procedures or rules as they apply to their area of authority.
2. Attending training sessions as scheduled.
3. Ensuring that employees and sub-contractors under their direction are aware of and comply with the Code of Safe Practices, and specific work procedures or rules as they apply.
4. Disciplining employees, per the City of Duarte's disciplinary action policy, for violations of the Code of Safe Practices and specific work procedures or rules as they apply.
5. Investigating accidents and near miss incidents in a timely manner, including documenting all aspects of the incident, identifying the cause and implementing the corrective actions to prevent reoccurrence, as necessary.
6. Correcting any unsafe conditions or work practices observed in a timely manner.
7. Preparing a Job Safety Analysis for specific jobs and reviewing it with management and employees, as needed.

C. Department Heads/Managerial Staff safety responsibilities include:

1. Becoming familiar and complying with the Code of Safe Practices (Attachment B) and specific work procedures or rules as they apply to their area of authority.
2. Attending training sessions as scheduled.
3. Ensuring that employees and contractors are aware of and comply with the Code of Safe Practices, and specific work procedures or rules and Cal-OSHA regulations.
4. Disciplining employees, per the City of Duarte's disciplinary action policy, for violations of the Code of Safe Practices and specific work procedures or rules as they apply.
5. Reviewing accident investigations in a timely manner, ensuring that all aspects of the incident are documented and implementing corrective actions to prevent reoccurrence.
6. Correcting in a timely manner any unsafe conditions or work practices observed.
7. Designating an employee within their Department to act as the department safety coordinator.

D. Safety Program Administrator responsibilities include:

1. Developing, distributing and updating the Safety Policies and Procedures Manual.

2. Ensuring safety training as required by Safety Policies and Procedures has been conducted.
3. Conducting audits of the City of Duarte safety programs to evaluate compliance with Cal-OSHA requirements.
4. Reporting to City of Duarte Management regarding safety compliance status, new or upcoming regulations and other safety issues that require their attention.
5. Assisting in reviewing new chemicals and/or equipment as required.

E. Department Safety Coordinator responsibilities include:

1. Conducting Site Safety Inspections.
2. Conducting and documenting safety meetings and training with employees.

III. SAFETY PROGRAM COMMUNICATION

A. Initial Training:

Upon implementation all employees will have this program reviewed with them. The program will be reviewed as an element of the new employee orientation and for contract employees working under the City of Duarte's direction and control.

B. Safety Meetings:

1. The Department Safety Coordinator or their designee will conduct a safety meeting. All meetings will include information on the following subjects as applicable.
2. Review of Code of Safe Practices, policies or procedures.
3. On the job or off the job safety information.
4. Feedback from employees on hazards, safety suggestions or concerns.
5. Review of previous accidents, causes and corrective actions.
6. Recognition for compliance, good safety performance or attitude.

C. Attendance at the safety meeting is considered a part of every employee's job duties. All meetings will be documented with training name, date of training, and signature of employees in attendance. The Department Safety Coordinator will retain completed safety meeting documentation forms.

D. Safety meetings will be conducted at least quarterly for the following:

1. Administrative Staff
2. Parks and Recreation
3. Community Development
4. Public Safety

5. Transit

E. Employee Suggestions:

Employees will be afforded an opportunity to make safety suggestions and or express their concerns. This opportunity will be by means of an employee safety suggestion box. Employee suggestions may be made anonymously but in any case no employee shall be disciplined, demoted or otherwise discriminated against for making a suggestion. Response to written suggestions will be documented on the suggestion form and the employee notified as to the outcome. Anonymous suggestions will be considered as seriously as non-anonymous suggestions; responses shall also be documented on the suggestion form and posted for all employees to review. Suggestions may be made to the Department Safety Coordinator and/or Safety Program Administrator.

Employees who have complaints pertaining to job safety should first discuss them with their immediate supervisor for review and investigation. If the supervisor and the employee cannot reach a resolution, the immediate supervisor should refer the employee to second level supervisor or director. The second level supervisor or director should discuss the complaint with the immediate supervisor and the employee. If an agreement still cannot be reached after further investigation, the second level supervisor or director should refer the complaint to the Safety Program Administrator for final resolution.

F. Written Communications:

A regular area where written safety communications will be posted shall be established. Postings will contain information on: off the job or on-the-job safety topic, changes in safety procedures, accident causes, employee safety suggestions or other information as appropriate.

IV. SAFETY PROGRAM COMPLIANCE

A. Disciplinary Action:

The City of Duarte's policy states that non-compliance and or willful violation of the Code of Safe Practices and specific work procedures or rules will result in disciplinary action and/or termination. Disciplinary action will be administered and documented per the City of Duarte's policy and procedure and or contracts.

B. Accountability Program:

Central to maintaining safety program compliance is establishing accountability for safety. The City of Duarte has identified specific safety

activities that managers and supervisors are responsible for. These activities include conducting safety meetings and observation audits, accident investigations, attendance at training sessions and accident rate performance. Performance in these and additional safety activities will be maintained and included for discussion and appropriate action including the annual performance appraisal review.

V. IDENTIFICATION, EVALUATION, AND PREVENTION OF OCCUPATIONAL SAFETY AND HEALTH HAZARDS

A. Job Hazard Analysis:

Selected departments/divisions shall develop a Job Hazard Analysis (JHA). The employee and the supervisor can complete the JHA as work activities are developed. Upon completion of the JHA it is to be reviewed with the Department Safety Coordinator.

The JHA will be reviewed with affected employees, including a discussion of hazards, safety equipment required, procedures or practices to reduce or eliminate hazards and special training requirements.

B. Site Safety Inspections:

The Department Safety Coordinator will conduct a site safety inspection periodically. This inspection shall be formally documented in writing. Correction of unsafe conditions will be documented on the inspection form and the form shall be maintained on file in the department/division. It will be the responsibility of the Department Manager/Supervisor to:

1. Monitor progress on corrective actions that remain to be completed and conduct follow-up survey to verify completion of corrective actions as required.
2. Inform employees and City of Duarte Management of any serious finding or incomplete corrective action that may pose a serious injury risk to employees or the public or the environment in general.

C. Hazard Information:

Information as to job or site hazards will be extracted from accident investigations and site safety inspections / audits. This information will be used to improve our training programs, safety meetings, etc.

D. Equipment Inspections:

Material handling equipment such as forklifts, hoists or other equipment will be inspected and maintained per the legal requirements. It will be the

responsibility of the employee using the equipment to ensure these inspections are conducted and documented

E. Insurance Company Inspections and Surveys:

The City of Duarte's workers' compensation or property carrier may conduct surveys of City of Duarte sites. The findings of these inspections are submitted to the City of Duarte in writing along with recommendations for corrective action. Findings and recommendations will be submitted in writing and will be tracked until fully implemented.

F. Chemical / Equipment / Procedure review and approval:

Chemicals, equipment and procedures not currently in use or operation must be reviewed and approved by the Department Safety Coordinator prior to their being purchased and or implemented. Non-approved chemicals or equipment shall not be purchased. Replacement in kind is not considered as a "new" chemical / equipment / procedure.

VI. ACCIDENT INVESTIGATION

A. Reporting:

Employees will report all accidents, industrial injuries or illnesses or incidents that could have resulted in an injury, illness or property damage (near miss incidents) to their supervisor immediately. In the event that the supervisor is unavailable, accidents or injuries shall be reported to the Department Manager and/or Safety Program Administrator or designee.

B. Investigation:

After ensuring the injured employee has received appropriate medical treatment, the supervisor shall conduct an accident investigation. The investigation shall include the factual details surrounding the event (who, what, when, where, witnesses, etc.), the probable cause of the event and corrective actions to prevent a reoccurrence of the incident. The investigation shall be documented on the City of Duarte's Accident Report Form as deemed necessary. The supervisor will forward the completed report to the Department Manager for review and concurrence. A copy of the Accident Investigation and Notice of Injury shall be sent to the Human Resources / Risk Management Department.

The Site Manager will review the report and follow-up with the supervisor to ensure that the corrective actions have been implemented. Within 24 hours of the incident the Supervisor or his designee will provide the injured employee with the "Notice of Injury" form and document it.

The Safety Program Administrator or his designee shall complete the "Employers First Report of Injury" and send it to the workers compensation carrier if required.

VII. CORRECTING UNSAFE OR UNHEALTHY CONDITIONS

Methods of correcting unsafe or unhealthy conditions will vary depending upon the degree of hazard and control of the work site. Minor hazardous situations, such as housekeeping, storage or other items shall be corrected without additional documentation. Hazardous conditions of a more serious nature will require work to be stopped or the equipment tagged and taken out of service until the proper corrective action can be taken. Hazards of an imminent nature will require emergency notifications and evacuation.

Should an emergency situation arise which creates an imminent hazard, which cannot be immediately abated, all employees will be evacuated from the facility to a safe location until the situation is corrected. The evacuation will be carried out per the site's evacuation procedures.

VIII. SAFETY TRAINING

A. New Hire Orientation:

Prior to reporting for work all employees will receive a City of Duarte Job Safety Orientation. The orientation will include specific trainings related to the chemicals and handling procedures, equipment use, as well as additional specialized trainings as necessary.

B. Contract Employees:

Who are under the direction and control of a City of Duarte employee will attend the job safety orientation and safety meetings. They will receive any specialized training as required by their job assignment, as would an employee.

C. Supervisor Training:

Supervisors will attend scheduled training sessions designed to familiarize them with the safety and health hazards to which their employees are exposed and to assist them in implementing the Safety Program.

D. Continued Training

Employees will receive specific safety trainings related to their positions on an on-going basis as needed.

IX. SAFETY PROGRAM RECORD KEEPING

We are a local governmental entity and we are not required to keep written records of the steps taken to implement our IIPP.

X. DOCUMENTATION

- A.** Training documentation shall include the employee's name, training date, type of training, instructor's name and an outline of what was presented or be recorded on a training checklist. This documentation will be maintained for at least five years per the Records Retention Schedule for the City of Duarte Human Resources Division.
- B.** Medical and exposure records will be maintained per legal requirements.

XI. REFERENCES

California Code of Regulation, Title 8, Division 1, Chapter 4, Subchapter 7, Introductions, Section 3203

CODE OF SAFE WORK PRACTICES

Employee SAFETY Responsibilities

GUIDELINES AND RESPONSIBILITIES

Know the job and always apply safe work practices.

- A.** Recognize the hazards of the job and take precautions to ensure the safety of themselves and others.
- B.** Immediately advise their Supervisor if the working conditions, tools or equipment are unsafe.
- C.** Actively participate and cooperate in the overall safety program.
- D.** Use all personal protective equipment as required.
- E.** Comply with all safety instructions from Supervisors.
- F.** Obey all health and safety warning signs and standards.
- G.** Immediately report all accidents (vehicular or personal) regardless of severity to the Supervisor.
- H.** Do not jump from truck beds, platforms, fences, or other elevated places.
- I.** Do not take shortcuts in or over dangerous places.
- J.** Pay strict attention to their work and do not participate in practical jokes and horseplay.
- K.** Do not wear loose clothing and jewelry while working on or near equipment and machines.

CODE OF SAFE WORK PRACTICES SUPERVISORY SAFETY RESPONSIBILITIES

GUIDELINES AND RESPONSIBILITIES

- A.** Give sincere, active, and constant support to all safety activities and procedures.
- B.** Instill safety awareness in each employee.
- C.** Be responsible for familiarizing employees with the hazards of the job to which they are assigned, and instruct their personnel in the safe methods of performing the job.
- D.** Ensure that each worker is provided with the needed safety equipment and protective devices.
- E.** Take prompt corrective action whenever unsafe conditions or acts are noted.
- F.** Periodically review the work practices of subordinate employees to ensure they continue to work in a safe manner.
- G.** Make regular safety appraisals of their assigned area.
- H.** Investigate and find the cause of accidents and take corrective action to prevent recurrences.
- I.** Be responsible for the enforcement of safety rules among employees.
- J.** At the end of each workday, inspect work areas for proper housekeeping or other hazards.

EMERGENCY ACTION PLAN POLICY

Effective: June 2012

Revised:

I. PURPOSE

The purpose of the Emergency Action Plan is to provide the City of Duarte employees and visitors with a plan of action in the unfortunate event of a natural or man-made disaster. The focus of this plan is to protect life and property through proper management, planning, and preparation.

II. POLICY

It is the policy of the City of Duarte to train all employees on the elements of the emergency action plan and to expect all employees will read and understand the information presented in this plan. It is the intent of this plan to provide City of Duarte employees and visitors with an appropriate Emergency Action Plan. The City uses the principles of the Incident Command System (ICS) to manage on-site events.

III. EVACUATION ASSEMBLY AREAS

City Hall, Fitness Center and Community Center
Open sports field, located southwest of the building

Senior Center
Senior Center parking lot, located southeast of the building

Public Safety
East parking lot located near the main entrance

North Maintenance Yard
1640 Third Street, parking area west of the building

South Maintenance Yard
Main gate entrance, located southwest of the main building

Teen Center
Parking lot, located south of the building

Duarte Park
Open field, located west of the building

Royal Oaks Park

Open field, located northeast of the building

Park Facilities

Open field, a safe distance away from the facility

IV. EMERGENCY ACTION PLAN ELEMENTS

- Incident Command System
- Event Specific Response Plans
 - Fire
 - Earthquake
 - Bomb Threat
 - Violence
 - Medical
- Emergency Escape Procedures and Routes
- Evacuating Persons with Restricted Mobility
- Training
- Emergency Shutdown Procedures
- Emergency Accountability Procedures Following an Emergency Evacuation
- Employee Accountability

V. INCIDENT COMMAND SYSTEM

Key ICS positions (Incident Commander and Operations Section) have been identified as those to be used as a starting point for the management of an on-site event. This allows the Incident Commander the ability to expand into other positions as necessary based on the event.

Incident Commander

The Incident Commander's primary objective during an event is to protect the lives of those who are within City of Duarte facilities, and work to minimize the loss of property. The Incident Commander has the following responsibilities:

1. Maintain overall responsibility for the safety of staff and visitors.
2. Provide direction to staff following an evacuation, once life safety rescue operations are completed.
3. Implement emergency response plans including evacuation and communication procedures.
4. Appoint ICS positions as required.
5. Maintain documentation/log of events and decisions made during emergency response.
6. Coordinate with outside agencies as necessary.

Operations Section

The Operation Section's primary objective during an event is to assist the Incident Commander. Operations Section has the following responsibilities:

1. Implement and maintain response procedures, including communications with Staff and Incident Commander.
2. Ensure that employees who are assigned to assist individuals during emergency procedures can complete those assignments.
3. Ensure fire department and other designated authorities have been notified in the event of a fire or other emergency.
4. Account for employees at assembly areas, and ensure reports are provided to the Incident Commander.
5. Coordinate and supervise search and rescue procedures and/or evacuations.

VI. EVENT SPECIFIC RESPONSE PLANS

The following event-specific response plans provide information on what should be done if one of these specific events occurs. They provide guidance for the incident management personnel as well as employees.

Emergency Services Notification (Fire, Police, EMS)

Dial 9-9-1-1 from any extension line. Give your name and state that you are a City of Duarte employee or visitor, give the address of the facility, give your location within the facility (Example: Ground floor near the large double door main entrance on the southeast corner of the building).

Cell phones can be used to access emergency services in the event landlines do not work.

Fire

What to know:

1. Exit the building through the nearest exit to your work area.
2. Do not run. Remove high-heeled shoes if necessary.
3. Use the stairways. Do not use elevators in an emergency.

What to do: Activate fire alarm and exit the building.

If you observe obvious smoke or a fire, do the following:

1. Notify Emergency Services by dialing 9-9-1-1 from City landline.
2. Alert others in the building by pulling the fire alarm trip switch or yelling out "fire" and its location.

3. Attempt to extinguish the fire with an extinguisher only if the fire is small and you are able to do so without causing harm to yourself.
4. Evacuate immediately if the fire is not contained, as fire, heat, or smoke may block the evacuation path.
5. Put back of non-dominant hand on exit door/door handle to detect heat, or look and smell for smoke. Keep in mind that wood is an insulator, and even a warm wooden door is cause for concern.
6. If heat is not felt, stay low and open door carefully to look and smell for smoke.
7. If the door feels warm/hot and/or there is smoke in the stairwell, ensure the door is closed and direct staff to the next closest exit.
8. Instruct all staff and visitors within the area to evacuate the building by the designated exit route.
9. Ensure all doors are closed to prevent spread of fire.
10. Report anyone missing to Operations Section, after confirming with other staff that the missing person was in fact at work at the time of the fire.

Earthquake

Responsibilities during an Earthquake

1. During an earthquake, when the building shakes or you hear a shout "EARTHQUAKE! DUCK, COVER AND HOLD," take cover under the nearest safe piece of furniture, such as a desk or table. Cover your head and as much of your body as possible. Hold onto the furniture leg so it does not move away from you during the shaking. COUNT to 60 slowly after the shaking stops.
2. Stay away from danger spots in the room, including windows, hanging objects, tall unsecured furniture such as bookcases or file cabinets, and light fixtures.
3. Doors may swing shut during the earthquake, which can cause injuries. Walking may be difficult, so do not try to return to the regular work area if you are elsewhere in the building at the time of the earthquake.
4. If in a hallway or stairway where no cover is available during an earthquake, move to an inside wall corner, bring your knees up to your chest, and with your elbows on your knees, protect your face and head with your arms and hands.
5. Stay calm and move cautiously away from your safe area only after the shaking has stopped and on the advice of the Evacuation Group or Operations Section.
6. Avoid using the elevator, but if you are in the elevator during the earthquake, you are well protected, as the elevator will not fall down the shaft and nothing heavy is likely to fall. If the power fails, the lights will remain off until power is restored. Press the emergency button to

let others know people are trapped in the elevator, use the emergency phone to report being trapped, and wait for assistance.

Responsibilities after an earthquake

1. After the earthquake, remain COVERED AND COUNT SLOWLY TO 60 when the shaking has stopped. Remain protected until directed to move by the Operations Section or Evacuation Group.
2. Stay calm. Move cautiously from the safe area under your desk or table. Look up and around for hazards.
3. If AFTERSHOCKS occur, find nearest safe location, for example, under a desk, and repeat above procedures, including counting to 60.
4. Check yourself for injuries and seek first aid if required.
5. Replace phone handsets that have fallen off the hook.
6. In the first 90 minutes after an earthquake, only use phones in the event of a life-threatening emergency.
7. Follow Evacuation Group instructions.
8. Identify everyone at work that day and any staff who are away from the work area at the time of the earthquake. Report names of those people away from work that day to the Evacuation Group.
9. Report any injuries or trapped persons and their location to the Evacuation Group.
10. If directed by the Evacuation Group or Operations Section, move to the assembly area after the shaking has stopped.
11. Take your jacket and purse/wallet and your personal emergency vest with you.

Bomb Threat

The City of Duarte is equipped with a phone system that has a page feature incorporated into the phone. The following reporting procedure is to be followed:

1. Locate the nearest phone and push the Page button, give warning and instructions.
2. Notify Emergency Services by dialing 9-9-1-1 from City landline.
3. Before exiting, patrol your working area and take note of any suspicious objects. If suspicious objects are found, DO NOT DISRUPT or DISTURB objects, but note the location, description, and if possible take a photo.
4. Exit the building.
5. While exiting, continue to take note of any suspicious objects or activity in your path of evacuation.
6. Report to the designated assembly area and report any suspicious objects or photos taken to Operations Section.

Violence

The City of Duarte is equipped with a phone system that has a page feature incorporated into the phone. The following reporting procedure is to be followed:

1. Locate the nearest phone and push the Page button, give warning of specific location, type of threat, and possible safe exits.
2. Notify Emergency Services by dialing 9-9-1-1 from City landline.
3. Exit the building immediately.
4. If evacuation is not possible, find the nearest room where you can close and lock the door.
5. Wait for further instruction.

Medical Aid

1. Check the scene for safety.
2. Check the victim.
3. Notify Emergency Services by dialing 9-9-1-1 from City landline.
4. Return to victim and wait for help.
5. Provide medical treatment based on training (CPR/First Aid/AED).

Emergency Escape Procedures and Routes

1. Proceed to the nearest safe stairway or exit.
2. Do not use elevators.
3. Do not run. Remove high-heeled shoes if necessary.
4. Listen for directions given by Incident Commander, Operations Section, Evacuation Group, and other emergency personnel.
5. Use stairwell handrails, moving to the right-hand side if emergency crews are encountered.
6. If unable to descend to the ground floor, proceed to the roof, (Senior Center Only.)
7. Assist those who are injured or disabled.
8. Upon exiting, individuals should proceed to the assembly area and wait for instructions.
9. Floor plans for emergency exits are posted throughout the buildings.

Evacuating Persons with Restricted Mobility

1. In every situation, a cooperative effort is necessary to achieve a safe evacuation. Any disabled or injured person(s) who may require assistance during an emergency should not hesitate to recruit helpers. They should inform helpers of their condition and be prepared to provide instructions on the best methods to aid them to safety.

2. During an evacuation, individuals with restricted mobility should proceed to the nearest safe stairwell and then seek assistance. Planning is the best way to assure the safe evacuation of disabled and injured individuals.

VII. TRAINING

City staff has or will receive special instructions and training to ensure their safety in carrying out the designated assignments.

VIII. REFERENCES

- A. For further assistance with emergency evacuation procedures and/or the maintenance of emergency equipment, the following individual(s) may be contacted:

Name: Brian Villalobos
Title: Director of Safety Services
Telephone: (626) 357-7938 Ext. 302
FAX: (626) 303-0694
Email: bcvillal@lasd.org

Name: Larry Breceda
Title: Code Compliance/ Animal Control Officer
Telephone: (626) 357-7938 Ext. 315
FAX: (626) 303-0694
Email: larryb@accessduarte.com

- B. For assistance with control or accumulation of flammable or combustible waste material, the following individual may be contacted:

Name: Troy Wittenbrock
Title: Field Services Manager
Telephone: (626) 357-7931 Ext. 205
FAX: (626) 358-0018
Email: wittent@accessduarte.com

- C. CCR Title 8 GISO Sections 3220-3221.

FIRST AID, CPR & AED PROGRAM

Effective: February 2011

Revised: February 2015

I. PURPOSE

To provide prompt and properly administered first aid, cardiopulmonary resuscitation (CPR), and automated external defibrillation (AED) to minimize the severity of injuries and illnesses that may occur in the workplace.

II. DEFINITIONS

- A.** Automatic/Automated External Defibrillator: or AED, means an external defibrillator capable of analyzing and delivering a shock to a patient when it determines the patient's heart is in ventricular fibrillation or ventricular tachycardia.
- B.** Cardiopulmonary Resuscitation: or CPR, means a basic emergency procedure for life support, consisting of artificial respiration and manual external cardiac massage in compliance with the standards of the American Heart Association or American Red Cross and the regulations adopted by the local Emergency Medical Services (EMS) Authority.
- C.** First Aid: Immediate assistance, emergency care, or treatment given to an ill or injured person before regular medical aid can be obtained.
- D.** Internal Emergency Response System: is a plan of action for the use of the AED and for responders to activate the 9-1-1 emergency system to provide access, coordination and management of advanced cardiac life support for the seriously ill or injured patient(s).
- E.** Prescribing Physician: means a California licensed physician/surgeon who issues a written prescription for the use of the AED.

III. ASSIGNED RESPONSIBILITY

- A.** The Fitness Center Supervisor or designee is responsible for administering training in accordance with the provisions of this program.
- B.** Each Department Supervisor is responsible to assure the contents of first aid kits are replenished and maintained in a serviceable condition.

- C. Employees will report all injuries regardless of severity, report all unsafe conditions that may cause injury, and work in a safe manner.

IV. APPLICABILITY

This program applies to all appropriately trained employees that have been American Red Cross certified to administer first aid, CPR and AED.

V. REGULATORY OVERSIGHT

The U.S. Food and Drug Administration oversee the manufacture of AEDs because they are medical devices. To comply with federal standards, the AED label must describe the indications and conditions for the AED use.

Title 8, California Code of Regulations (CCR), General Industry Safety Orders (GISO), Section 3400 outlines employer responsibilities with respect to Medical Services and First Aid. Compliance with the above referenced safety orders will ensure that properly trained employees have the necessary supplies in the event of a medical emergency.

VI. MEDICAL OVERSIGHT

A. Medical Control:

Appropriate policies and procedures for the use of an AED that shall include:

1. Provisions to comply with federal, state, and the Los Angeles County Emergency Medical Services (EMS) policies and procedures;
2. A program for training and testing personnel in the use of the AED that complies with regulations adopted by the EMS Authority and the standards of the American Heart Association or the American Red Cross;
3. A program to ensure the continued competency of authorized individuals, including periodic training and skill proficiency demonstrations, monitored by either the Fitness Center Supervisor or designee.

B. Testing:

In order for an individual to obtain authorization to use an AED, the individual shall pass both written and skill examinations, as specified by the American Red Cross. The examinations shall test the ability of the individual to access and manage the conditions as specified in this program.

C. Written Validation:

The prescribing physician shall issue a written validation or other documented proof of authorization to use an AED.

VII. TRAINING STANDARDS

Every two years, training shall include continuing education, demonstration of skills proficiency, regular updates on new methods/skills, and current knowledge of pertinent issues regarding the use of AED. Training shall consist of not less than four (4) hours and shall include the following topics and skills:

- A.** Proper use, maintenance and inspection of the AED.
- B.** The importance of:
 - 1. CPR
 - 2. AED
 - 3. Standard first aid
 - 4. Internal emergency response system
- C.** Overview of the local EMS system, including 9-1-1 access and interaction with EMS personnel.
- D.** Assessment of an unconscious patient to determine if cardiac arrest has occurred and the appropriateness of applying and activating an AED.
- E.** Defibrillator safety precautions that will enable the authorized individual to administer shock without jeopardizing the safety of the patient, him/herself or other nearby persons.
- F.** Recognition that an electrical shock has been delivered to the patient and that the defibrillator is no longer charged.
- G.** Rapid, accurate assessment of the patient's post-shock status to determine if further activation of the AED is necessary.
- H.** Authorized individual's responsibility to continuation of care, such as repeated shocks if necessary and/or administering CPR/First Aid until the arrival of more medically qualified personnel.

VIII. AED MAINTENANCE AND SUPPLIES

- A.** The AED shall be maintained and regularly tested according to the operation and maintenance guidelines set forth by the manufacturer, the American Heart Association or the American Red Cross, and any applicable rules and

regulations set forth by the governmental authority under the Federal Food and Drug Administration or applicable state and federal authority.

- B.** The AED is to be checked for readiness after each use and at least once every 30 days by the Fitness Center Supervisor. Records of the periodic checks shall be maintained.
- C.** A supply kit shall be maintained at the facility and be readily available for use with the AED. The kit shall contain at least the following:
 - 1. Extra set of pads
 - 2. Safety razor for shaving chest hair when necessary to apply the pads
 - 3. Cardiovascular pulmonary resuscitation barrier (face shield or mask) for protection from transmission of infectious disease
 - 4. Two pairs of unused medical examination gloves

IX. FIRST AID MAINTENANCE AND SUPPLIES

- A.** In the absence of an infirmary, clinic, or hospital, used for treatment of all injured employees, in the near proximity to the workplace, an employee or employees shall be adequately trained to render first aid. Training shall be equal to that of the American Red Cross or the Mining Enforcement and Safety Administration.
- B.** There shall be adequate first-aid materials, approved by a licensed consulting physician, readily available for workers on every job. Such materials shall be kept in a sanitary and usable condition. Inspections shall be made at least annually of all first-aid materials, which shall be replenished as necessary. Any item beyond its marked expiration date will be removed from the kit and replaced.
- C.** The minimum first-aid supplies shall be determined by a licensed consulting physician, or in accordance with the table found in Appendix A.
- D.** Where the eyes or body of any person may be exposed to injurious corrosive materials, suitable facilities for quick drenching or flushing of the eyes and body shall be provided within the work area for immediate emergency use.
- E.** Stretchers and blankets, or other adequate warm covering, are required unless ambulance service is available within 30 minutes under normal conditions. Such items will be provided inside trauma kits that are located:
 - On the south wall behind the Human Resources counter at City Hall
 - In the custodial closet on the 2nd floor of the Senior Center
 - In the storage closet inside of Director of Public Safety's office

X. PLACEMENT OF AED

The AEDs are to be located within Fitness Center, 1600 Huntington Drive; Community Center, 1600 Huntington Drive; City Hall, 1600 Huntington Drive; and Senior Center, 1610 Huntington Drive.

Specifically, the AEDs will be maintained:

- On the south wall behind the Human Resources counter at City Hall
- On the south wall in the Lifeguard room at the Fitness Center
- In the utility closet across from the women's restroom in the Community Center
- On the south wall behind the counter in the Senior Center

During large functions outside of Fitness Center, Community Center, Hall, Senior Center, or during a disaster, the AED may be strategically placed in a location by the Fitness Center Supervisor or designee. When the AED is removed from the Human Resources counter at City Hall; the Lifeguard room at the Fitness Center; from the Community Center; the counter in the Senior Center, a sign should be posted that provides the current location of the AED.

XI. PLACEMENT OF FIRST AID SUPPLIES

First aid kits are to be located within Fitness Center, 1600 Huntington Drive; Community Center, 1600 Huntington Drive; City Hall, 1600 Huntington Drive; Senior Center, 1610 Huntington Drive; Teen Center, 1400 Buena Vista Street; Public Safety, 1042 Huntington Drive; Transit (South Yard), 1850 Highland Avenue; Beardslee Park, 2000 Buena Vista Street; Duarte Park, 1344 Bloomdale Street; Encanto Park, 751 Encanto Parkway; Otis Gordon Sports Park, 2351 Central Avenue; Royal Oaks Park, 2627 Royal Oaks Drive and Field Services (North Yard), 1101 Oak Avenue.

First aid kits are specifically maintained:

- On the south wall behind the Human Resources counter at City Hall
- In the closet room behind the front counter at the Fitness Center
- In the utility closet across from the women's restroom in the Community Center
- In the closet room behind the front counter of the Senior Center
- On the north wall next to the fire extinguisher in the Transit office
- In the closet room behind the front counter of the Teen Center
- On the north wall near rear exit at Public Safety
- On the east wall next to workshop restroom at North Yard
- Portable first aid kits will be provided for all Transit, Field Service, and Facility Maintenance vehicles
- Inside of the custodial closet of Duarte Park

- Inside of the small recreation office of Encanto Park
- Inside of the custodial closet of Otis Gordon Sports Park
- Inside of the custodial closet of Royal Oaks Park
- Inside of the small recreation office of Beardslee Park

XII. IDENTIFICATION OF AUTHORIZED INDIVIDUALS

- A. American Red Cross course record sheets will be proof of an individual's ability to use an AED once the individual passes written and skill examinations.
- B. Identification cards will be prepared by the American Red Cross and issued by the certified trainer once the individual has successfully passed both the written and skills examinations.

XIII. INTERNAL EMERGENCY RESPONSE SYSTEM

- A. In the event of a serious medical emergency, the following steps should be followed by authorized individuals:
 1. Assess the situation and try to confirm the scene is safe prior to proceeding with assistance.
 2. Activate the 9-1-1 system to call for EMS. Provide the nature, location, number of people involved, and what actions are currently being taken to manage the incident.
 3. Designate someone to promptly direct the resources that arrive at the scene.
 4. Those administering medical aid shall take necessary bloodborne pathogens isolation precautions (gloves, goggles, masks, etc.).
 5. Determine the most appropriate course of action for providing the best care to the individual(s) involved.
 6. Assess whether the AED is needed.
 7. If the AED is not needed, continue to give proper care until medical professionals arrive.
 8. If the AED is needed, direct someone to retrieve it from its current location.
 9. If the AED is delayed in the arrival and patient is pulse-less/non-breathing, initiate basic CPR.
 10. Use the AED in accordance with appropriate training methods.
 11. Transfer care to medical professionals upon arrival at scene.
 12. Document all actions taken.
 13. Report use of the AED to Fitness Center Supervisor, who will in turn notify the local EMS authority.

XIV. FAILURE OF THE AED

In the unlikely event that the AED does not operate properly, authorized individuals shall continue with basic life support measures, including CPR, until a more highly trained medical authority arrives on scene.

XV. USE OF THE AED

Prior to using the AED, and in accordance with American Heart Association or American Red Cross training, the authorized individual should confirm:

- A.** The patient is unconscious, absent of respirations, and has no pulse.
- B.** The patient's condition is not a result of trauma.
- C.** The patient is not hypothermic.
- D.** The patient is 12 years of age or older (*contact the manufacturer of your AED; different guidelines may apply*).
- E.** The patient's body weight is under 80 pounds (*contact the manufacturer of your AED; different guidelines may apply*).

Manufacturer:	Philips
Distributor:	The Life Trends Group
Address:	34145 Pacific Coast Hwy., #101 Dana Point, CA 92629
Telephone:	(949) 661-9509

When available, use pediatric settings or pads when caring for children and infants. If pediatric equipment is not available, rescuers may use AEDs configured for adults.

XVI. USE OF THE AED WITH OTHER MEDICAL PROFESSIONALS

- A.** When on the scene of a medical emergency involving a sudden cardiac arrest with other medical professionals, authorized individuals are to use the AED in the manner they were trained, so long as it does not interfere with the actions of other public safety personnel (firefighters and paramedics) and other medical professionals (nurses, physicians and surgeons).
- B.** Should more highly trained medical professionals arrive on scene after authorized individuals have used or are currently using the AED, the individual should communicate with these professionals and ask for their direction regarding continued use of the AED.

XVII. NOTIFICATION AND PLACING THE AED BACK IN SERVICE

- A.** Once the Fitness Center Supervisor is notified that the AED has been used in an actual incident, the Fitness Center Supervisor shall contact the following as soon as possible, but no later than the next business day;
 - 1. Local EMS Authority
 - 2. City Manager or his designee
 - 3. Any other contacts deemed necessary
- B.** Appendix B details a list of steps that must be followed after an AED has been used, but before placing the AED back in service.

XVIII. REVIEW OF INCIDENTS

- A.** Internal Post Event Documentation: It is important to document each use of the AED. As such, an accident form shall be completed by the responding authorized individual each time the AED is used. These forms will be available from the Fitness Center Supervisor.
- B.** External Post Event Documentation: After notification of the use of the AED, the prescribing physician or other appropriate personnel shall review the incident for the purpose of medical control. This will be accomplished by transferring the data stored on the AED to a computer where the time, number of shocks delivered, and heart rhythm pre/post shock may be analyzed.

XIX. RECORD KEEPING

The Fitness Center Supervisor shall maintain the following records:

- A.** A copy of the physician's prescription for the AED.
- B.** Log of maintenance checks of the AED, including the dates checked and the name of the person that performed the review.

The Human Resources Department shall maintain the following records:

- A.** A copy of the physician's prescription for First Aid Kits.
- B.** Training documentation from an American Heart Association or American Red Cross-recognized AED training class.
- C.** A current roster of all personnel who are authorized individuals.
 - 1. A copy of a valid AED operator's certificate for any employee authorized to operate the AED.

2. A log of proficiency demonstrations for each holder of an AED operator's certificate. The log shall contain the dates of the demonstrations as well as the manner of demonstration.

Each Department Supervisor or designee shall maintain the following records:

- A. Log of maintenance checks of First Aid Kits, including the dates checked and the name of the person that performed the review.

XX. REFERENCES

Health and Safety Code Division 2.5, Chapter 3, 1797.196.

California Civil Code, Section 1714.21.

CCR, Title 8, GISO, Section 3400

CCR, Title 8, CSO, Section 1512

Appendix A

SUPPLIES FOR FIRST AID KIT		TYPE OF SUPPLY REQUIRED BY NUMBER OF EMPLOYEES			
	Dressings in adequate quantities consisting of:	1-5	6-15	16-200	200 +
1	Adhesive dressings	X	X	X	X
2	Adhesive tape rolls, 1-inch wide	X	X	X	X
3	Eye dressing packet	X	X	X	X
4	1-inch gauze bandage roll or compress		X	X	X
5	2-inch gauze bandage roll or compress	X	X	X	X
6	4-inch gauze bandage roll or compress		X	X	X
7	Sterile gauze pads, 2-inch square	X	X	X	X
8	Sterile gauze pads, 4-inch square	X	X	X	X
9	Sterile surgical pads for pressure dressing			X	X
10	Triangle bandages	X	X	X	X
11	Safety pins	X	X	X	X
12	Tweezers and scissors	X	X	X	X
*Additional equipment in adequate quantities consisting of:					
13	Cotton-tipped applicators			X	X
14	Forceps			X	X
15	Emesis basin			X	X
16	Flashlight			X	X
17	Magnifying glass			X	X
18	Portable oxygen and breathing equipment				X
19	Tongue depressors				X
20	Appropriate record forms	X	X	X	X
21	First aid textbook, manual or equivalent	X	X	X	X

*** To be readily available but not necessarily within the first-aid kit**

Appendix B

Placing an AED Back in Service After Use

The following steps shall be followed when placing the AED back in service after use
(NOTE: Consult with the AED manufacturer to ensure these are the steps recommended for your agency's AED):

- _____ Replace battery in the AED
- _____ Perform complete battery insertion test (BIT)
- _____ Request a new battery from the manufacturer or licensed equipment supplier
- _____ Mark used battery "training only" and send to Fitness Center Manager
- _____ Note use and BIT date on maintenance log
- _____ Replace electrode pads (replacement pads should be obtained from the manufacturer or licensed equipment supplier)
- _____ Request new AED data card from manufacturer or licensed equipment supplier

Place this checklist with maintenance records.

BLOODBORNE PATHOGENS EXPOSURE CONTROL PLAN

Effective: 2006

Revised: February 2015

I. POLICY

This Exposure Control Plan to meet the requirements of the OSHA Bloodborne Pathogens Standard (California Code of Regulations, Title 8, Section 5193) and provide guidance to employees. This Exposure Control Plan is available to employees at any time. Employees will be advised of the availability of this policy during training programs. Copies of the policy will be kept in the Safety Binders in each department.

II. PURPOSE

The City of Duarte seeks to reduce or eliminate the risk of exposure to potentially infectious diseases for its employees. The guidelines in this policy specify the use of (1) universal precautions against incidents of occupational exposure to infectious diseases; (2) standard procedures for incident reporting; and (3) training and vaccinations for employees with high risk of occupational exposure to infectious diseases.

III. DEFINITIONS

- A. Blood** - Human blood, human blood components, and products made from human blood.
- B. Blood** - Human blood, human blood components, and products made from human blood.
- C. Bloodborne Pathogens (BBP)** - Pathogenic microorganisms present in human blood that can cause disease in humans including, but not limited to, hepatitis B virus (HBV), hepatitis C virus (HCV) and human immunodeficiency virus (HIV).
- D. Contaminated** - The presence or the reasonably anticipated presence of blood or other potentially infectious materials on a surface or in an item.

- E. Decontamination** - The use of physical or chemical means to remove, inactivate, or destroy bloodborne pathogens on a surface or item to the point where they are no longer capable of transmitting infectious particles and the surface or item is rendered safe for handling, use, or disposal. Decontamination includes procedures regulated by Health and Safety Code Section 118275.
- F. Engineering Controls** - Controls (e.g., sharps disposal containers) that isolate or remove the bloodborne pathogens hazard from the workplace.
- G. Exposure Incident** - A specific eye, mouth, or mucous membrane, non-intact skin, or parenteral contact with blood or other potentially infectious materials that results from performance of an employee's duties.
- H. Hepatitis B Virus (HBV)** - A virus that attacks the liver and can cause lifelong infection, cirrhosis (scarring) of the liver, liver cancer, liver failure, and death. HBV is spread when blood or body fluids from an infected person enters the body of a person who is not infected.
- I. Hepatitis C Virus (HCV)** - A liver disease found in the blood of persons who have the disease. HCV is spread by contact with blood of an infected person.
- J. Human Immunodeficiency Virus (HIV)** - A virus that destroys the body's ability to fight infections and certain cancers.
- K. Occupational Exposure** - Reasonably anticipated skin, eye, mucous membrane, or parenteral contact with blood or other potentially infectious materials resulting from the performance of an employee's duties.
- L. Other Potentially Infectious Materials (OPIM)** - The following human body fluids: semen, vaginal secretions, cerebrospinal fluid, synovial fluid, pleural fluid, pericardial fluid, peritoneal fluid, amniotic fluid, saliva in dental procedures, other body fluids visibly contaminated with blood such as saliva or vomit, and all body fluids in situations where it is difficult or impossible to differentiate between body fluids.
- M. Parenteral Contact** - Piercing mucous membranes or the skin barrier through such events as needle sticks, human bites, cuts, and abrasions.
- N. Personal Protective Equipment (PPE)** - Specialized clothing or equipment worn or used by an employee for protection against a hazard. General work clothes (e.g., uniforms, pants, shirts or blouses) not intended to function as protection against a hazard are not considered to be personal protective equipment.

O. Regulated Waste - Waste that is any of the following:

1. Liquid or semi-liquid blood or OPIM
2. Contaminated items that contain liquid or semi-liquid blood, caked with dried blood or OPIM; and capable of releasing these materials when handled or compressed.
3. Contaminated sharps
4. Pathological and microbiological wastes containing blood or OPIM
5. Regulated Waste includes "medical waste" regulated by Health and Safety Code Sections 117600 through 118360

P. Sharp - Any object used or encountered in the industries covered by subsection (1) that can be reasonably anticipated to penetrate the skin or any other part of the body, and to result in an exposure incident.

Q. Universal Precautions - An approach to infection control. According to the concept of Universal Precautions, all human blood and certain human body fluids are treated as if known to be infectious for HIV, HBV, HCV, and other bloodborne pathogens.

R. Work Practice Controls - Controls that reduce the likelihood of **exposure by defining the manner in which a task is performed.**

IV. RESPONSIBILITIES

A. Supervisors and Managers: Department Managers and Supervisors are responsible for exposure control in their respective areas. They work directly with the safety committee representative and employees to ensure compliance with exposure control procedures.

B. Employees: Employees have a critical role in our bloodborne pathogens compliance program including:

1. Know what tasks represent a potential exposure to bloodborne pathogens
2. Attend the bloodborne pathogens training session
3. Plan and conduct operations in accordance with our work practice controls
4. Maintain good personal hygiene habits
5. Risk of exposure to bloodborne pathogens should never be underestimated. Employees who do not follow the procedures outlined in this plan will be subject to disciplinary action.

V. EXPOSURE DETERMINATION

The City of Duarte has determined the following levels of risk exposure:

- A. High Risk (classifications & positions in which the employee has a high risk of exposure)
- B. Moderate Risk (classifications & positions in which the employee has a moderate risk of exposure)
- C. Very Low Risk (classifications & positions in which employees are expected to have minimal, if any, risk of occupation exposure).

VI. RISK EXPOSURE BY JOB CLASSIFICATION

A. High Risk

Job Classification	Tasks placing employee at risk
Fitness Center Supervisor	Supervises the day-to-day operations of the Fitness Center. Inspects facilities to ensure they are ready for their intended use and maintains facility use security and safety. First aid practices and techniques.
Pool Manager	Performs lifesaving techniques, renders basic life support, monitoring the public swimming pool, conducts swim classes
Lifeguard/Instructor	Maintains a constant watch over patrons, performs lifesaving techniques, renders basic life support when necessary, teaching swim lessons, assumes assigned maintenance duties
Lifeguard	Maintains a constant watch over patrons, performs lifesaving techniques, renders basic life support when necessary
Boxing Trainer/ Assistant Boxing Trainer	Supervise the operation of the boxing gym and program, teach fundamentals of boxing and sportsmanship, assist in maintaining and cleaning facility and equipment, assist patrons and other recreation staff in routine and emergency situations, including administering first aid

B. Moderate Risk

Job Classification	Tasks placing employee at risk
Recreation Leader (Athletic Coaches/Officials)	Supervising public use of recreation facilities, conducting recreation programs, recreation programs for youth, special events, set-up facilities, assist in maintaining and cleaning facilities, may administer CPR/first aid
Custodian	Removes and replaces broken glass, Inspects, installs, maintains, repairs plumbing systems, fixtures and equipment, cleans walls, floors and restrooms and empties trash
Facilities Maintenance Worker	Refuse/debris collection (sharps exposure); building maintenance; special events; park cleanup & refuse collection (sharps exposure); restroom cleaning; maintenance of recreation facilities.
Recreation Coordinator	Assists and participates in the planning, organization, supervision and evaluation of specialized recreation programs. May administer CPR/first aid.
Recreation Supervisor	Supervises the day-to-day operations of the Senior Center, Teen Center, sports programs, or contract classes. Inspects facilities to ensure they are ready for their intended use and maintains facility use security and safety. First aid practices and techniques.
Senior Maintenance Technician/Maintenance Technician	Operates various vehicles and machinery, such as trucks, skip loaders, trenchers, and chippers, as well as smaller equipment, such as chain saws, paint sprayers, and high-pressure water sprayers. Plumbing, basic landscape maintenance, basic carpentry, and building repair.

C. Very Low Risk

Job Classification	Tasks placing employee at risk
All other classification	Unforeseen potential exposures not necessarily related to assigned tasks

VII. METHODS OF IMPLEMENTATION AND CONTROL

A. Universal Precautions

Universal precautions are approaches to infection control in which all human blood and certain body fluids are treated as if infectious for bloodborne pathogens. Assuming all bloodborne pathogen materials are potential disease hazards eliminates the need to determine the health status of an individual and sets minimum standards for contamination control.

All employees shall observe universal precautions to prevent contact with blood or other potentially infectious materials. When differentiation between body fluid types is difficult or impossible (e.g. poor lighting,

B. Engineering and Work Practice Controls

All employees shall follow engineering and work practice controls (described below) to eliminate or minimize employee exposure to blood or other infectious materials. Personal protective equipment shall be worn as indicated below.

1) Hand Washing Requirements

All employees shall wash hands and other skin with soap and water and flush exposed mucous membranes with water immediately or as soon as feasible after contact with potentially infectious materials.

Because hands are at risk of exposure while removing gloves and gloves often leak or tear, hands will be washed even if gloves were worn. When hand-washing facilities are not readily available, the employee shall use waterless antiseptic hand cleanser with clean paper towels and antiseptic towelettes. When antiseptic hand cleansers or towelettes are used, hands should be washed with soap and water as soon as feasible.

Employees shall advise supervisors or managers of locations where contamination could reasonably occur and where hands cannot be cleaned in accordance with the following standards so that corrective action can be taken.

2) Hand Washing Procedures

Hand washing is the single most important method to prevent the spread of infection. Good hand washing requires the use of friction to mechanically remove microorganisms. Using proper hand washing techniques is essential to the effectiveness of this preventive practice.

- a. Do not remove rings.
- b. Turn on water (the warmer the better).
- c. Apply soap.
- d. Scrub hands including palms, backs, between fingers, around and under fingernails, wrists and arms if exposed.
- e. Grasp rings and move up and down fingers until thoroughly soaped.
- f. Rinse thoroughly under running water.
- g. Dry hands with a clean paper towel or hand dryer.
- h. All faucets, soap dispensers, or other surfaces, touched with contaminated hands, are considered contaminated and must be disinfected. Faucets can be cleaned while washing hands with disinfectant soap.

3) Requirements for Bio-Waste and Sharps Containers

Bio-waste or regulated waste shall be placed in containers that are closable and labeled using the universal biohazard symbol and the word "biohazard". Containers must be constructed to contain all contents and prevent leakage of fluids during handling, storage, transport or shipping.

- a) The Fitness Center poolside office and Teen Center boxing gym will contain separate trashcans for disposal of products contaminated with blood or other potentially infectious materials. The trashcans will be labeled with a "Biohazard" sticker, and will be properly lined with plastic or a wax paper bag. Such procedures alert employees to the contents and protect them from physical contact with the contents.
- b) Anything that has been contaminated with blood or potentially infectious materials shall be placed in the red bag located in the Fitness Center pool side office, Teen Center boxing gym, or should be given to the responding fire department personnel.

- c) If contamination takes place away from the Fitness Center or Teen Center, place it into a plastic bag and dispose of at the Fitness Center or Teen Center. **DO NOT THROW BIOHAZARD BAGS INTO REGULAR WASTE!!!** The supervisor will discard biohazard bags with a permitted medical waste transfer and treatment facility.

All contaminated sharps and potential sharps must be immediately placed into containers that meet the following requirements:

- a. Closable and not able to be opened except by the use of tools
- b. Puncture-resistant
- c. Leak-proof on bottom and sides to prevent leakage of contaminated liquids
- d. Labeled using the universal biohazard symbol and the word "biohazard"

Sharps containers must be easily accessible for use, maintained in an upright position during use, and replaced routinely to avoid overfilling.

When moving containers of contaminated sharps, containers must be closed to avoid contents spilling or protruding. If container leakage is anticipated, it must be placed into a second container that is closable, labeled, and shall safely contain all contents without leaking. Reusable containers should not be opened, emptied, or cleaned manually or in a manner exposing employees to injury.

4) Sharp Objects Procedures

Employees should use caution and avoid contaminated sharp objects, such as broken glass, sharp metal or needles. If possible, contaminated sharps will not be handled but swept up using a dustpan and brush, or picked up with tongs or forceps. Employees should handle sharps only after donning gloves, and preferably only to place the sharp into the sharps container designated for this purpose. Once sharps have been placed into the container located inside of **Hazardous Waste Bin at the South Yard**, remove gloves by pulling glove cuff down to turn the glove inside out. Place used gloves in a small biohazard bag.

5) Garbage or Refuse Collection

Dry bandage waste, sanitary napkins, and paper towels can be disposed of in ordinary refuse containers except for items containing only dried blood. Restroom and other area waste containers shall be lined at all times with plastic or other waste bags to prevent potential exposure. Employees cleaning these facilities will wear appropriate gloves when handling mixed debris.

When removing debris from garbage receptacles or surrounding areas, do not use or put hands into blind or dark areas. Look with your eyes before you look with your hands. Use rakes or other tools to bring material into the open to ensure no sharps or other hazards are present. If present, use proper tools and PPE to clean up the hazards.

C. PLACEMENT OF BLOODBORNE PATHOGENS SUPPLIES

Bloodborne pathogens kits are to be located within Fitness Center, 1600 Huntington Drive; Community Center, 1600 Huntington Drive; City Hall, 1600 Huntington Drive; Senior Center, 1610 Huntington Drive; Teen Center, 1400 Buena Vista Street; Public Safety, 1042 Huntington Drive; Transit (South Yard), 1850 Highland Avenue; Beardslee Park, 2000 Buena Vista Street; Duarte Park, 1344 Bloomdale Street; Encanto Park, 751 Encanto Parkway; Otis Gordon Sports Park, 2351 Central Avenue; Royal Oaks Park, 2627 Royal Oaks Drive and Field Services (North Yard), 1101 Oak Avenue.

Bloodborne pathogens kits are specifically maintained:

- On the south wall behind the Human Resources counter at City Hall
- In the closet room behind the front counter at the Fitness Center
- In the utility closet across from the women's restroom in the Community Center
- In the closet room behind the front counter of the Senior Center
- On the north wall next to the fire extinguisher in the Transit office
- In the closet room behind the front counter of the Teen Center
- On the north wall near rear exit at Public Safety
- On the east wall next to workshop restroom at North Yard
- Portable kits will be provided for all Transit vehicles
- Inside of the custodial closet of Duarte Park
- Inside of the small recreation office of Encanto Park
- Inside of the custodial closet of Otis Gordon Sports Park
- Inside of the custodial closet of Royal Oaks Park
- Inside of the small recreation office of Beardslee Park

D. Personal Protective Equipment (PPE)

The following precautions shall be used to prevent contamination. All body fluids shall be considered potentially infectious.

Personal protective equipment (PPE) includes any item that employees wear or use to provide barrier protection of the skin or mucous membranes from contamination by blood or other potentially infectious materials (OPIM). Examples include gloves, face shields, and eye protection and resuscitation masks.

PPE is required as supplementary protection in situations where occupational exposure remains after the use of engineering and work practice controls. All employees are required to use PPE while engaging in tasks involving contact with blood, body fluids, or any OPIM when occupational exposure is reasonably anticipated.

The only exception to this requirement shall be those rare and extraordinary circumstances when, in the employee's professional judgment, PPE would prevent the delivery of health or public safety services or would pose an increased hazard to the employee or coworkers. Such situations must be investigated and documented to determine whether such occurrences can be prevented.

1. Provision and Use of PPE

Each department shall determine appropriate types of PPE necessary to provide barrier protection for employees for each job type or job title. PPE shall be readily accessible to employees for whom it is required and shall be provided in appropriate sizes.

The City of Duarte shall provide, clean, or dispose of and replace PPE at no cost to the employee.

PPE shall be removed before leaving the work area and placed in a designated area or container for disposal.

Employees should avoid stepping in body fluids as shoes and other clothing may be contaminated.

Employees with known minor skin defects (e.g. cuts, abrasions, burns, dermatitis on arms, hands, face or neck) must cover these areas with a water-resistant occlusive bandage in addition to the use of PPE.

Gloves

Employees shall wear approved disposable gloves in which hand contact with blood, other potentially infectious materials, mucous membranes, non-intact skin, is likely to occur or when handling or touching potentially contaminated items or surfaces.

Employee shall wear gloves or other approved protective items at all times when in contact with body fluids of another individual.

Gloves do not replace hand washing. Employees shall wash hands as soon as practical after potential contamination.

Gloves shall be changed under the following circumstances:

- a. After contact with subject or evidence
- b. Visibly contaminated with blood or body fluids
- c. Physical damage to the glove such as tearing or surface defect

Contaminated disposable gloves should be discarded into a biohazard waste container immediately after removal.

Employees should be aware that items such as pens, clipboards, telephone receivers, vehicles and other equipment could become contaminated if touched while wearing gloves contaminated with body fluids.

Gloves must be discarded before touching vehicles, equipment, doorknobs, keypad locks or handles to avoid contaminating other surfaces.

Masks, Eye Protection, and Face Shields

These barrier devices shall be used to protect eyes, nose and mouth from contact with blood or body fluid droplets. Examples are disposable facemasks, plastic or disposable face shields, and protective eye shield with ear loop mask. Employees shall wear protective face shields or masks, and eye protection whenever splashes, spray, spatter or droplets of blood or OPIM may be generated and eye, nose or mouth contamination is reasonably anticipated.

Employees shall remove masks, eye protection, and face shields when leaving the work area. Disposable masks and shields shall be discarded in a biohazard waste container when visibly contaminated or penetrated by blood or OPIM. Reusable eyewear

and shields that are visibly contaminated should be washed with soap and water using gloved hands and then decontaminated.

Cardiopulmonary Resuscitation Masks

Employees whose tasks include cardiopulmonary resuscitation (CPR) shall use a one-way mask when performing mouth-to-mouth resuscitation. Masks shall be provided and made readily available wherever the need for CPR is reasonably expected to occur.

A visibly contaminated mask should be discarded and replaced. The mouthpiece shall be disposed of after each use.

VIII. HEPATITIS B VACCINATION

A. Overview of Hepatitis B

Hepatitis B is caused by a virus (HBV) that attacks the liver and can cause lifelong infection, cirrhosis (scarring) of the liver, liver cancer, liver failure, and death.

HBV is spread when blood or body fluids from an infected person enters the body of a person who is not infected. For example, HBV is spread through sexual activity with an infected person, by sharing drugs or needles, through needle sticks or sharps exposures, or from an infected mother to her baby during birth.

B. Hepatitis B Virus Vaccination

1. Hepatitis B pre-exposure vaccination will be offered to employees at the City's expense if the employee is determined to be at risk for exposure. A post exposure evaluation and follow-up will be made available to all employees who have had an exposure incident.
2. After receiving the bloodborne pathogen training, the employee shall be offered the Hepatitis B vaccination series. The series should be started within 10 working days of completing the training, unless the employee has previously received the complete Hepatitis B vaccination series, the antibody test has revealed immunity to Hepatitis B, or the health care provider does not recommend the vaccination.
3. The employee may sign a statement of refusal, refusing the vaccination series. After signing the refusal, the employee may decide at a later date to receive the vaccination series. If a shot in the series is missed the entire series must be started over.

4. All unvaccinated first aid providers who have rendered assistance involving an exposure incident shall be offered the Hepatitis B vaccination within 24 hours of contact.
5. Appropriate post exposure evaluation and follow-up shall be offered to those employees who have experienced an exposure incident including:
 - a. A reporting procedure that ensures that all first aid incidents involving the presence of blood or other potentially infectious material shall be used to record this information.
 - b. The report must include the names of all first aid providers who rendered assistance, regardless of whether personal protective equipment was used. In the report, a description of the incident must include a determination of whether or not an exposure incident had occurred.

IX. HOUSEKEEPING AND POST EXPOSURE CLEAN-UP PROCEDURES

Work areas will be maintained in a clean and sanitary condition.

A. General Facility Cleaning

All City of Duarte facilities shall receive general daily cleaning by designated staff. Disinfecting cleaners are to be used on public counter areas not known to be contaminated by blood or OPIM.

Contaminated work surfaces must be decontaminated with a disinfectant at the following times:

1. After completion of procedures

Immediately, or as soon as possible, after surfaces are overtly contaminated or after any spill of blood or OPIM

At the end of the work shift if the surface may be contaminated since the last cleaning

Acceptable disinfectant solutions include, but are not limited to common household bleach in ten percent (10%) concentration in water.

B. Clean Up Procedures for Spills

1. A small spill such as from a cut or abrasion shall be cleaned up immediately:
 - a. Obtain a bloodborne pathogens kit
 - b. Don gloves

- c. Clean the surface with soap and water or other appropriate cleaner
 - d. Disinfect the surface with a 1:10 bleach to water concentration
 - e. Towels and other items used to wipe the surface shall be placed in a bio-waste bag with the used gloves, and properly disposed
 - f. Surfaces can be sprayed with antibacterial Lysol or other similar product as an extra precautionary measure
2. Large spills such as from a major trauma scene or a large amount of blood or OPIM will be cleaned by a registered Trauma Scene Waste Practitioner. Employees are to notify their supervisors of a large spill occurrence. The supervisor shall contact registered Trauma Scene Waste Practitioner to coordinate the clean up.

C. Contaminated Laundry

Employees shall handle contaminated laundry as little as possible, with a minimum of agitation. Employees who handle contaminated laundry will use PPE to prevent contact with blood or OPIM.

Contaminated laundry shall be placed in leak-proof bags or containers and labeled with the biohazard warnings. Once bagged, contaminated laundry shall be dropped off at the Fitness Center or Teen Center bio-hazardous bins for proper disposal.

X. EXPOSURE INCIDENT

A. Exposure Incident Determination

Employees should complete the Exposure Determination Questionnaire to assist in determining if an exposure has occurred (see Appendix G). Examples of potential exposure and immediate responses are:

1. Needle Stick or Puncture Wound: Express blood from the wound. Scrub the area vigorously with soap and water for at least five minutes.

Eye Exposure: Irrigate immediately with cool water or normal saline solution for 60 seconds.

Mucous Membrane Exposure: Rinse the area with an oxygenating agent such as hydrogen peroxide half strength for 30 seconds and repeat several times. Do not swallow if rinsing the mouth.

Human Bite: Cleanse the wound with sterile water.

If an exposure incident occurs, the employee's supervisor shall:

2. Complete the Exposure Report Form (see Appendix D)

Follow the Post-Exposure Evaluation and Follow-up Checklist
(see Appendix F)

Give the employee a worker's compensation claim packet

B. Medical Evaluation and Follow-up

In the event of exposure to Blood or OPIM, it is extremely important to report the incident and be referred for medical evaluation immediately. It is highly recommended for exposed employees to be evaluated for Post Exposure Prophylaxis (PEP) within 24 hours of exposure.

These post exposure procedures apply to any employee who may become exposed regardless of whether or not that employee was already considered to be at risk of exposure.

After an exposure, employer will provide follow up for the employee to include:

1. Confidential medical evaluation documenting the circumstances of exposure. If the employee declines an evaluation, the employee shall complete the Post Exposure Medical Evaluation Declination form and the form shall be retained in the employee's medical file (see Appendix G).
2. Identify and test the source individual, if feasible.
3. Draw the exposed employee's blood as soon as feasible after consent is obtained and test for HBV, HVC and HIV serological status. If the employee consents to baseline blood collection but does not give consent at the time for HIV serologic testing, the sample will be preserved for 90 days. If the employee elects to have the baseline sample tested within 90 days of the exposure incident, such testing shall be done as soon as feasible.
4. The exposed employee will receive post exposure vaccines when medically indicated as recommended by the treating physician.
5. The exposed employee will receive appropriate medical counseling by the treating physician.
6. Employer will ensure that the health-care professional responsible for the employee's HBV vaccination receives this policy.

Employer will ensure that the health-care professional evaluating an employee after an exposure incident receives the following information:

- i. A copy of CCR Title 8, Section 5193
- ii. A description of the exposed employee's duties related to the exposure incident
- iii. Documentation of the routes of exposure and circumstances under which the exposure occurred
- iv. Results of the source individual's blood testing, if available
- v. Medical records relevant to the treatment of the employee, including vaccination status

The employee will be provided the health care professional's written opinion within 15 days of the evaluation. The health care professional's written opinion for HBV will be limited to whether the HBV vaccination is indicated and if the employee has received such vaccination; that the employee has been informed of the results of the evaluation; and that the employee has been counseled about medical conditions resulting from exposure to blood or other potentially infectious materials which require further evaluation or treatment.

Other findings and recommendations will remain confidential and will not be included in the written report.

Exposed employees will work directly with the treating physician to determine the appropriate post-exposure follow-up.

Medical records shall be kept confidential and must be maintained for at least the duration of employment plus 30 years.

C. Mandatory AIDS Virus Testing for Peace Officers or Victims

Health and Safety Code, Section 121060 deals with assaults on Peace Officers. If the accused is charged with a crime and alleged to have interfered with the official duties of a Peace Officer by biting, scratching, spitting, or transferring blood or other bodily fluid to that officer, the officer has the right to petition the court for a blood test of the accused for the AIDS virus and other communicable diseases.

The court will promptly hold a hearing on the petition. If the court finds probable cause to believe that a possible transfer of blood, saliva, semen, or other bodily fluid took place between the accused and the Peace Officer, the court shall order the accused's blood to be tested.

Test results will be sent to the accused and each requesting victim.

Penal Code Section 1524.1, Chapter 1088 authorizes a court, on request of a crime victim, including Police Officers, where a defendant has been charged with any crime, felony or misdemeanor, and after determining that probable cause exists to believe that the accused committed an offense that involved transmission of blood, semen, or any other bodily fluid identified in State Department of Health Services regulations as capable of transmitting the AIDS virus, to issue a search warrant for the purpose of testing the accused's blood for the AIDS virus.

XI. TRAINING

- A.** Employees with high or moderate risk of occupational exposure to bloodborne pathogens shall participate in an annual training program provided during working hours and at no cost to the employee. Fitness Center Manager shall train new employees on this policy at the time of initial assignment to tasks where occupational exposure may take place.
- B.** Additional training shall be provided when changes occur which affect the employee's occupational exposure. These include the modification of tasks or procedures or the institution of new tasks or procedures.
- C.** Training shall be conducted by the Fitness Center Manager in the subject matter and contain the following elements:
 - 1. A copy of the Exposure Control Plan and explanation of its contents
 - 2. An explanation of the transmission modes of bloodborne pathogens
 - 3. The use and limitations of methods that prevent or reduce exposure including engineering controls, work practices and personal protective equipment
 - 4. How to recognize tasks and other activities that may involve exposure to blood and other potentially infectious materials
 - 5. Information on the types, proper use, location, removal, handling, decontamination and disposal of personal protective equipment
 - 6. Information on the HBV vaccine
 - 7. Appropriate procedures for exposure incidents
 - 8. Labeling of Biohazards
 - 9. Methods for the disposal of medical waste

10. Changes in exposures or exposure control methods

XII. RECORD KEEPING

Employer shall maintain records for employees with occupational exposure to include HBV vaccination, exposure incidents, and training relative to occupational exposure to bloodborne pathogens.

A. Medical Records

Medical records are maintained for each employee with occupational exposure in accordance with 29 CFR 1910.1020, "Access to Employee Exposure and Medical Records."

Human Resources is responsible for maintenance of the required medical records. These confidential records will be kept for at least the duration of employment plus 30 years.

The employer shall establish and maintain an accurate record for each employee with occupational exposure. This record shall include:

1. The name and social security number of the employee;
2. A copy of the employee's hepatitis B vaccination status including the dates of all the hepatitis B vaccinations and any medical records relative to the employee's ability to receive vaccination;
3. A copy of all results of examinations, medical testing, and follow-up procedures;
4. The employer's copy of the healthcare professional's written opinion; and
5. A copy of the information provided to the healthcare professional.

B. Training Records

Supervisor shall maintain records of employees trained in this program for a period of at least (3) three years from the date of training and include the following:

1. Dates of training sessions
2. Names and positions of employees attending each session
3. Contents or summary of training sessions
4. Names and qualifications of trainers

C. OSHA 300 Log

The OSHA 300 Log will be generated by York and posted as required by OSHA.

D. Sharps Injury Log

The Sharps Injury Log documents each exposure incident involving a sharp to provide sufficient information about the incident to allow the employer to analyze and take preventive action (see Appendix H). Each exposure incident shall be recorded on the Sharps Injury Log within 14 working days of the date the incident is reported to the employer. The Sharps Injury Log must be maintained for five (5) years from the date of the exposure incident.

The Sharps Injury Log shall include:

1. Job classification of the exposed employee;
2. Department or work area where the exposure incident occurred;
3. The procedure that the exposed employee was performing at the time of the incident;
4. How the incident occurred;
5. The body part involved in the exposure incident;
6. 6. If the sharp had engineered sharps injury protection, whether the protective mechanism was activated, and whether the injury occurred before the protective mechanism was activated, during activation of the mechanism or after activation of the mechanism, if applicable;
7. If the sharp had no engineered sharps injury protection, the injured employee's opinion as to whether and how such a mechanism could have prevented the injury; and
8. The employee's opinion about whether any engineering, administrative or work practice control could have prevented the injury.

E. Availability of Records

Employee medical and training records shall be provided upon request for examination and copying to the subject employee, to employee representatives with a signed release, to representatives of accrediting agencies, to the Director or Assistant Secretary of OSHA in accordance with Federal Law or to the State of California Department of Health in accordance with State Law.

F. Labels

Warning labels shall be affixed to containers used to store, transport or ship regulated waste containing blood or other potentially infectious material. Labels are also required for equipment to be serviced or transported with components that are unable to be decontaminated. Labels must identify which portions of the equipment remain contaminated.

Labels must meet the following criteria:

1. Include the Biohazard legend.
2. Have a fluorescent orange or orange-red colored background with lettering or symbols in a contrasting color.

Appendix A: HIV Information

Human immunodeficiency virus (HIV) is the virus that causes acquired immunodeficiency syndrome (AIDS). HIV progressively destroys the body's ability to fight infections and certain cancers by killing or damaging cells of the body's immune system.

HIV is spread most commonly through sexual activity with an infected person. It can also be spread by contact with infected blood through needle sharing, or from an infected mother to her baby during birth. It is rare for a patient to give HIV to a health care worker or vice-versa by accidental sticks with contaminated needles. There is no evidence that HIV is spread through contact with sweat, tears, urine or feces. There is clear evidence that HIV is not spread through casual contact, such as sharing food utensils, swimming pools, telephones or toilet seats. HIV is also not spread through biting insects such as mosquitoes.

HIV has no cure and no vaccine. People with HIV should work closely with their physician to determine the appropriate treatment program.

Additional information on HIV or AIDS can be found on the following websites:

www.niaid.nih.gov

www.cdc.gov

<http://aidsinfo.nih.gov>

Appendix B: Hepatitis B Information

Hepatitis B is the most common serious liver infection in the world and is caused by a virus that attacks the liver. The virus, known as the hepatitis B virus (HBV), can cause lifelong infection, cirrhosis (scarring) of the liver, liver cancer, liver failure, and death.

HBV is spread when blood or body fluids from an infected person enters the body of a person who is not infected. For example, HBV is spread through sexual activity with an infected person by sharing drugs/needles through needle sticks or sharps exposures on the job or from an infected mother to her baby during birth.

Most people are able to fight off a hepatitis B infection and clear the virus from their blood. However, 5-10% of adults, 30-50% of children, and 90% of babies will not get rid of the virus and will develop chronic infection. Chronically infected people can pass the virus on to others and are at increased risk of liver problems later in life.

The hepatitis B virus is 100 times more infectious than the AIDS virus. Yet, hepatitis B can be prevented with a safe and effective vaccine. For those who are chronically infected with hepatitis B, the vaccine is of no use. However, there are promising new treatments for those who live with chronic hepatitis B.

Additional information on hepatitis B can be found on the following websites:

www.hepb.org

www.cdc.gov

Appendix C: Hepatitis C Information

Hepatitis C is a liver disease caused by the hepatitis C virus (HCV), found in the blood of persons who have the disease. The virus can cause lifelong infection, chronic liver disease, cirrhosis (scarring) of the liver, liver cancer, and death. HCV is a leading indication for liver transplants.

HCV is spread by contact with the blood of an infected person. There is no cure and no vaccine for HCV.

Additional information on hepatitis C can be found on the following website:
www.cdc.gov

Appendix D: Bloodborne Pathogens Exposure Report

Exposed Employee Information:

Employee Name _____ Job Classification: _____

Exposure Description: _____

Date of Exposure: _____ Time of Exposure: _____

1. What body fluids were you in contact with	Blood	_____	Feces	_____
Saliva	Sputum	_____	Sweat	_____
Urine	Vomit	_____	Tears	_____
	Vaginal secretion	_____	Other	_____

2. What was the method of contact?

- _____ Needle stick with contaminated needle
- _____ Blood or body fluids into natural body openings (e.g., nose, mouth, eye)
- _____ Blood or body fluids in cut, wound, sores, or rashes less than 24 hrs old
- _____ Blood or body fluids on intact skin
- _____ Other (describe specifically): _____

3. How did the exposure occur?

4. What action was taken in response to the exposure to remove the contamination (e.g. hand washing)?

5. What personal protective equipment was being used at the time of exposure?

6. Please describe any other information related to the incident (use a separate piece of paper if needed):

7. Source of Exposure (name) _____ Gender: _____

Blood drawn? _____ Consent needed? _____ Medical treatment needed _____

Medical information

Did employee seek medical attention? _____ Date _____ If Yes, where? _____

Did employee complete claim for workers' compensation benefits? _____

Employee's signature _____ Date _____

Appendix E: Exposure Determination Questionnaire

The following short answer questionnaire can assist in determining if an employee has had an exposure:

1. Is the fluid or substance with which the employee came in contact one of the following?

	Yes/No	
• Blood	☐	☐
• Semen	☐	☐
• Vaginal Secretions	☐	☐
• Any body fluid/matter visibly contaminated with blood	☐	☐
• Other fluid or secretions, specify _____	☐	☐
• Respiratory secretions	☐	☐

2. Did the fluid or substance (identified above in #1) enter the employee's body through the following?

	Yes/No	
• Needle stick injury	☐	☐
• Laceration by contaminated object	☐	☐
• Open cut, wound, non-intact skin	☐	☐
• Splash or contact with eyes, mouth or nose	☐	☐
• Prolonged respiratory contact	☐	☐

If answers to both #1 and #2 are yes, the employee should be considered to have sustained a significant exposure and needs to seek medical treatment.

Appendix F: Post-Exposure Evaluation & Follow-up Checklist

The following steps must be taken, and information transmitted, in case of an employee's exposure to bloodborne pathogens:

ACTIVITY	COMPLETION DATE
• Bloodborne Pathogens Exposure Report completed by employee	_____
• Employee provided with claim for workers' compensation packet	_____
• Source individual identified:	_____
• Appointment arranged for employee with healthcare professional.	_____

Professional's Name: _____

Documentation forwarded to

- | | |
|--|-------|
| ☐ Healthcare professional: | _____ |
| ☐ Copy of Bloodborne Pathogens Exposure Control Plan | _____ |
| ☐ Copy of exposed employee's job description | _____ |
| ☐ Copy of Bloodborne Pathogens Exposure Report | _____ |
| ☐ Source individual information, if known | _____ |
| ☐ Copy of employee's HBV vaccination records | _____ |
| ☐ Source individual's blood tested and results given to exposed employee. | _____ |
| or | _____ |
| ☐ Consent has not been able to be obtained. | _____ |
| ☐ Human Resources notified | _____ |

Supervisor's signature: _____

Date: _____

Original: Human Resources Copy: Employee

Appendix G: Hepatitis B Vaccination Post Exposure Medical Declination

I understand that due to my occupational exposure incident to potential infectious materials, I may be at risk of acquiring hepatitis B virus (HBV) infection or other bloodborne pathogens.

I have been given the opportunity to receive a post-exposure medical evaluation, at no charge to myself.

I UNDERSTAND THAT AN IMMEDIATE MEDICAL EVALUATION IS RECOMMENDED; HOWEVER, I DECLINE THIS MEDICAL EVALUATION AT THIS TIME.

EMPLOYEE NAME: _____

Employee's Signature _____ Date: _____

Hepatitis B Vaccination Declination

I understand that due to my occupational exposure to blood or OPIM I may be at risk of acquiring hepatitis B virus (HBV) infection. I have been given the opportunity to be vaccinated with hepatitis B vaccine, at no charge to myself. However, I decline hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring hepatitis B, a serious disease. If in the future I continue to have occupational exposure to blood or OPIM and I want to be vaccinated with hepatitis B vaccine, I can receive the vaccination series at no charge to me.

EMPLOYEE NAME: _____

Employee's Signature _____ Date: _____

Appendix H: Sharps Injury Log

Date and time of exposure incident: _____

Type and brand of sharp involved (if known): _____

Description of the exposure incident:

- Employee's job classification: _____
- Employee's department: _____
- What was the employee doing at the time of the incident? _____
- How did the incident occur? _____

- Part of body involved in the exposure incident: _____
- What could have prevented the injury/exposure from occurring? _____

If the employee was using the sharp at the time of the incident:

- Did the sharp have engineered sharps injury protection (ESIP)? Yes_____ No_____
- If yes, was the protective mechanism activated? Yes_____ No_____
- Did the injury occur before, during, or after the mechanism was activated?
Yes_____ No_____ Comments: _____
- If the sharp did not have engineered sharps injury protection, would such a mechanism have prevented the injury? Yes_____ No_____
- If yes, how? _____

To be completed by the injured employee within 14 working days of the date the incident is reported.

DO NOT PLACE THE EMPLOYEE'S NAME ON THIS LOG.

EMPLOYEE TRAINING CHECKLIST

This report is to be completed by the supervisor and new employee within five working days of employment or new job assignment. Additional forms are to be prepared as the employee receives safety training during the course of employment, but at least annually.

Name: _____ Date of Training: _____

Department Assigned: _____ Job Title: _____

I HAVE BEEN INSTRUCTED IN THE FOLLOWING SUBJECTS THAT ARE INDICATED:

1. A copy of the Exposure Control Plan and explanation of its contents	Yes / No
2. An explanation of the transmission modes of bloodborne pathogens	Yes / No
3. The use and limitations of methods that prevent or reduce exposure including engineering controls, work practices and personal protective equipment	Yes / No
4. How to recognize tasks and other activities that may involve exposure to blood and other potentially infectious materials	Yes / No
5. Information on the types, proper use, location, removal, handling, decontamination and disposal of personal protective equipment	Yes / No
6. Information on the HBV vaccine	Yes / No
7. Appropriate procedures for exposure incidents	Yes / No
8. Labeling of Biohazards	Yes / No
9. Methods for the disposal of medical waste	Yes / No
10. Changes in exposures or exposure control methods	Yes / No

List all training not indicated above (use back of form if necessary): _____

Employee Signature: _____ Date: _____

Follow up on employee will be observed by _____

Employee has performed operation to the satisfaction of the undersigned. An observation was complete on the date indicated.

Supervisor Signature: _____ Date: _____

REPORTING INJURIES

Employees will report all accidents, industrial injuries or illnesses or incidents that could have resulted in an injury, illness or property damage (near miss incidents) to their supervisor immediately. In the event that the supervisor is unavailable, accidents or injuries shall be reported to the Department Manager and/or Safety Program Administrator or designee.

ACCIDENT INVESTIGATIONS

After ensuring the injured employee has received appropriate medical treatment, the supervisor shall conduct an accident investigation. The investigation shall include the factual details surrounding the event (who, what, when, where, witnesses, etc.), the probable cause of the event and corrective actions to prevent a reoccurrence of the incident. The investigation shall be documented on the City of Duarte's Accident Report Form as deemed necessary. The supervisor will forward the completed report to the Department Manager for review and concurrence. A copy of the Accident Investigation and Notice of Injury shall be sent to the Human Resources / Risk Management Department.

The Site Manager will review the report and follow-up with the supervisor to ensure that the corrective actions have been implemented.

Within 24 hours of the incident the Supervisor or his designee will provide the injured employee with the "Notice of Injury" form and document it.

The Safety Program Administrator or his designee shall complete the "Employers First Report of Injury" and send it to the workers compensation carrier if required.

RETURN TO WORK POLICY

Effective: August 2014

Revised:

A. Policy

The City of Duarte believes it is in the best interest of the City and its employees to facilitate the expedient return of staff to full duty after they have been absent due to injury, illness, or other medical condition. This policy shall be applied in situations when a full-time employee, part-time employee, or City volunteer is restricted in the performance of their regular duties due to a work-related accident/injury. The City of Duarte provides for the use of transitional duty assignments and shall, to the extent possible, assist employees by temporarily modifying work assignments, duties or arranging for a temporary transfer until the employee is medically released to resume regular duties.

B. Definitions

1. **Occupational Injury** – an accident arising out of and in the course of employment.
2. **Transitional Duty** – accommodating an injured employee with work restrictions as set forth by the attending physician. The Human Resources Office and the employee's supervisor will decide if the City is able to accommodate the medical restrictions.

C. Procedures

Within a reasonable period after the incident or injury, the Human Resources Office will communicate with the attending physician. This communication shall include a discussion of return-to-work options, such as transitional duty, which is a temporary situation when an employee returns from a work-related injury or illness to medically restricted or modified duties. Under transitional duty, the Human Resources Office and supervisor will discuss what, if any, of the regular duties, the employee can perform with the medical restrictions they have been given. It is important to note that normally transitional work is not a permanent or regular position. It is work that has been gathered to give the individual with a disability the opportunity to do meaningful work while they are recovering from his/her illness/injury. The goal is to return to the usual and customary position when the illness or injury has healed.

D. Return-to-Work Options

1. **Released to Return to Work with No Restrictions:** If the attending physician releases the employee to return to work and perform the essential functions of his or her pre-injury position, the physician's office or the employee will give the

release to the Human Resources Office, who will coordinate a start date for the employee to report to work and submit a supplemental report indicating this return to work to the Workers' Compensation agent.

2. Released to Return to Work with Restrictions: If the employee is released to return to work with restrictions, the Human Resources Office and the employee's supervisor will review the restrictions set forth by the attending physician and will decide if the City is able to provide transitional duty for the employee. Transitional duty must meet the City's staffing needs and accommodate the employee's medical restrictions while taking into consideration the welfare and safety of the employee, co-workers, and customers. The duties will be determined on a case-by-case basis by the City in consultation with the attending physician.

The Human Resources Office will work with the employee and the employee's supervisor to coordinate the return to work. They will discuss the transitional duties, which will focus on the employee's abilities as well as comply with the employee's medical restrictions. The Human Resources Office will submit a supplemental report indicating this return to work to the Workers' Compensation agent.

During transitional duty, Human Resources will periodically touch base with the ill/injured employee and employee's supervisor to discuss concerns and to evaluate his or her progress. Transitional duty may be altered, upgraded, or changed in a manner consistent with medical restrictions and in accordance with an individual's improved condition.

If the employee cannot return to work in his or her pre-injury department, the Human Resources Office will attempt to coordinate a return to work within another department.

3. No Release to Return to Work: If transitional duty is not possible for an employee within the City or if the employee is not released to work, the Human Resources Office will maintain communication with the employee, Workers' Compensation agent, and the attending physician in order to obtain the employee's prognosis for recovery and the employee's functional capacity.

E. Length of Transitional Duty

Transitional duty shall be made available to those employees who are expected to return to their pre-injury position and may not normally exceed 90 days. At the conclusion of 90 days, the supervisor in consultation with the Human Resources Office may terminate the transitional duty assignment. If it is determined that the employee has long term restrictions that result in his or her inability to perform the essential functions of his or her primary position, the provisions of the Americans with Disabilities Act (ADA) and other applicable laws will be applied to determine suitability for employment.

POLICY AGAINST WORKPLACE VIOLENCE

Effective: June 2013

Revised:

I. Purpose

This policy is intended to create and foster a work environment free from workplace violence and to provide a definition of workplace violence. This policy outlines the responsibilities of all persons in the City workplace(s) to maintain a workplace free of actual, attempted or threatened violence. The purpose of this policy is to ensure that incidents of workplace violence are reported to City management and/or law enforcement as appropriate and that the City handles complaints of workplace violence in a timely and equitable manner.

II. Policy

The City of Duarte is committed to providing a safe and healthy workplace free from actual, attempted or threatened violence. The City recognizes that workplace violence is a health and safety issue and will take reasonable precautions to prevent workplace violence and to protect employees at the workplace.

III. Scope and Application of Policy

This policy applies to all City employees regardless of position, classification or union membership. This policy also applies to all persons who attend a City workplace including, but not limited to, all visitors, contractors, volunteers, vendors and delivery persons. For the purposes of this policy, a City workplace includes all places where City business occurs and includes all:

- A.** City buildings (whether owned or leased) and surrounding perimeter including parking lots, sidewalks, and driveways ("City Grounds");
- B.** City vehicles;
- C.** Off-site locations where City business occurs;
- D.** City-sponsored functions and recreational or social events, whether taking place on City Grounds or elsewhere; and
- E.** Travel for City business.

IV. Prohibited Conduct

In this policy, workplace violence includes but is not limited to the following:

- A.** The use of physical force against or by a worker that causes or could cause physical injury. This includes, but is not limited to, physical acts such as punching, hitting, kicking, pushing, damaging property or throwing objects;
- B.** The attempted use of physical force against or by a worker that could have caused physical injury;
- C.** An action or statement (or series of actions or statements) reasonably believed to be a threat of physical harm or as a threat to safety or security in the workplace; and
- D.** Bringing a weapon of any kind to a City workplace or possessing a weapon of any kind while carrying out City business, or threatening to bring a weapon to a city workplace.

This is the companion policy to the City's policy against discrimination and harassment which addresses harassment, including conduct that is not covered by the definition of workplace violence but that demeans, embarrasses, humiliates or is known, or ought to be known to be unwelcome.

V. Zero Tolerance

The City values the health and safety of its employees and expects that its workplace(s) will be free of workplace violence. The City will not tolerate incidents of workplace violence perpetrated against or by any employee, customer, vendor, contractor, visitor or any other person at a City workplace or involved in City business.

Every person at a City workplace is responsible for acting in compliance with this policy. With respect to acts of workplace violence, as defined in this policy, the City may, where appropriate, remove the perpetrator from a City workplace by the LA County Sheriffs Department, discipline any employee, up to and including dismissal, and/or report the conduct to the police; and report the conduct of any other person to their employer, supervisor and/or principal and/or to the LA County Sheriffs Department.

All physical assaults involving an employee or occurring at a City workplace will be reported to the LA County Sheriffs Department. All other incidents or threats of workplace violence will be reported to LA County Sheriffs Department as appropriate.

VI. The City's Response to Complaints of Violence

A. The City's Role

It is the responsibility of the City to take reasonable preventative measures to protect employees and others in City workplaces from workplace violence, to ensure that a workplace violence assessment is conducted, and to develop procedures to address the workplace violence risks identified in the violence assessment. The City must ensure that all employees are aware of this policy and is communicated to contractors and other persons who attend City workplaces. The City will establish a process for reporting and responding to incidents of workplace violence and will ensure the process for reporting and responding to incidents of workplace violence is communicated, maintained and followed.

B. Supervisor's Role

It is the responsibility of all supervisors to understand and abide by the requirements of this policy, to communicate and review this policy with the employees they supervise or manage, and to verify that all contractors and others who attend City workplaces are aware of this policy. Supervisors are responsible for encouraging employees to report complaints or incidents of workplace violence, responding to all complaints or incidents of workplace violence in a professional manner appropriate for the circumstances of the complaint or incident, and promptly reporting all complaints or incidents of workplace violence they receive or witness to the Human Resources Office.

C. Employee's Role

It is the responsibility of all employees to comply with this policy at all times to protect themselves and others in the workplace from workplace violence, to immediately notify their supervisor or other designated person of any incident of workplace violence whether the notifying worker is the victim or not. In the case of an extreme or imminent threat of physical harm to themselves or any person from workplace violence, the worker should contact the LA County Sheriff's Department. All employees must fully cooperate in any investigation of complaints or incidents of workplace violence or breaches of this policy.

D. Domestic Violence

Any employee experiencing violence outside of the workplace (i.e. domestic violence) that may create a risk of danger to themselves or others in the workplace is encouraged to report such violence so that the

City can take reasonable preventive steps.

E. Reporting and Investigating Process

1. Reporting

All incidents of workplace violence or reprisal must be immediately reported to management or the Human Resources Office. Any person subjected to workplace violence should, where appropriate, go to a safe location at the workplace and report the incident to their supervisor, a City supervisor or manager, the Human Resources Office, or through the Employee Assistance Program so that the incident can be investigated and addressed. All complaints and incidents are to be recorded in writing by the reporting person/employee, the supervisor or manager receiving the report and the Human Resources Office. The date, time, location, potential witnesses and nature of the incident should be documented. If the LA County Sheriffs Department have not previously been summoned, management or the Human Resources Office will report all physical assaults to LA County Sheriffs Department. All other incidents or threats of workplace violence will be reported to the LA County Sheriffs Department as appropriate. If an incident of workplace violence involves a person who is not an employee of the City, City management or the Human Resources Office will report the incident to that person's employer and/or such other person as the City determines is appropriate in the circumstances.

2. Investigation

Management or the Human Resources Office will promptly investigate all complaints or incidents of workplace violence or reprisal. Where the perpetrator is a City employee, the investigation will be conducted as quickly and confidentially as possible in the circumstances. Complete confidentiality is not possible in all circumstances and cannot be guaranteed. The management or Human Resources investigation will include:

- a) A documented interview with the complainant and/or victim;
- b) A documented interview with the alleged perpetrator(s);
- c) A documented interview with any witnesses with relevant information to provide; and
- d) Any other step the investigator(s) deems necessary to fully and fairly investigate the complaint or incident;

At the conclusion of the investigation into an incident or complaint, Management or Human Resources will prepare a written report of the findings of fact and – after evaluating existing policies, procedures, physical premises and devices, employee training – any suggestions to prevent a recurrence.

Where the perpetrator is a City employee, the supervisor of the perpetrator, in consultation with management and/or the Human Resources Office, will take any necessary disciplinary action. The severity of any disciplinary action, which may include dismissal from employment, will be consistent with the seriousness of the conduct at issue such that more significant discipline will follow more serious conduct or repeated violations of this policy.

VII. No Reprisal

Workplace violence and this policy are serious matters. This policy prohibits reprisals against employees who have made good faith complaints or provided information regarding a complaint or incident of workplace violence. Employees who engage in reprisals or threats of reprisals may be disciplined up to and including dismissal from employment. Reprisal includes:

- A.** Any act of retaliation that occurs because a person has complained of or provided information about an incident of workplace violence;
- B.** Intentionally pressuring a person to ignore or not report an incident of workplace violence; and
- C.** Intentionally pressuring a person to lie or provide less than full cooperation with an investigation of a complaint or incident of workplace violence.

An employee who makes a false complaint or otherwise abuses this policy may be disciplined up to and including dismissal from employment. Such discipline is not a reprisal or breach of this policy.

HAZARD COMMUNICATION PROGRAM

Effective: February 2015

Revised:

I. PURPOSE

The purpose of this program is to ensure that all employees of the City of Duarte have adequate training and information on the hazardous substances used in their work assignments and that they are provided with proper Personal Protective Equipment (PPE).

II. SCOPE

Title 8, California Code of Regulations, General Industry Safety Orders, Section 5194, requires employers to establish a written Hazard Communication Program that includes procedures for employee training, hazard identification, labeling and records maintenance.

III. DEFINITIONS

A. Material Safety Data Sheets (MSDS)/Safety Data Sheets (SDS): A form with data regarding the properties of particular substances. This includes information such as:

1. Identification
2. Hazard(s) identification
3. Composition/information on ingredients
4. First aid measures
5. Fire fighting measures
6. Accidental release measures
7. Handling and storage
8. Exposure controls/personal protection
9. Physical and chemical properties
10. Stability and reactivity
11. Toxicological information
12. Etc.

B. Personal Protective Equipment (PPE): Anything worn in order to protect the body from workplace hazards. This includes items such as:

1. Safety goggles
2. Blast shields
3. Hard hats
4. Gloves
5. Ear plugs
6. Aprons
7. Work boots
8. Etc.

C. Hazardous substances: Chemical present in the workplace, which are capable of causing harm.

IV. RESPONSIBILITIES

A. Risk Manager: Risk Manager is responsible for ensuring that the Hazard Communication Program is implemented and maintained. Risk Manager or designee is also responsible for the following:

1. Developing, distributing, and updating the written Hazard Communication Program.
2. Monitoring compliance with the Hazard Communication Standard.
3. Ensuring safety training consistent with Cal/OSHA standards has been conducted.

B. Department Heads/Managerial Staff: Each manager of any department using hazardous substances has overall responsibility for the Hazard Communication Program as well as the following:

1. Ensuring that Supervisors and/or Managers are properly trained and provide assistance where needed.
2. Ensuring employee training is documented consistent with Cal/OSHA standards and available for review by regulatory agencies.
3. Providing a copy of the Hazard Communication Program upon request to employees, their designated representatives, Cal/OSHA or NIOSH.
4. Ensuring all designated staff obtain MSDS/SDS.

5. Ensuring all employees are informed of the location of the MSDS/SDS and ensuring employees have unrestricted access to them.
6. Designating individuals to contact the chemical manufacturer in writing if the MSDS/SDS was not provided by the vendor.
7. Informing employees of their right to personally receive information regarding hazardous substances to which they may be exposed.
8. Informing the employee that their physician or collective bargaining agent can receive information regarding hazardous substances to which the employee may be exposed.

C. Supervisor: Each supervisor is responsible for the following:

1. Establishing and maintaining a hazardous material inventory for those chemical products used in the department (Appendix A).
2. Advising employees of the location and availability of the employer's written Hazard Communication Program, including the list of hazardous substances and Material Safety Data Sheets (MSDS)/Safety Data Sheet (SDS).
3. Ensuring the MSDS/SDS coincide with the chemicals in stock.
4. Sending the Director of Industrial Relations a copy of the written inquiry to a chemical manufacturer for a MSDS/SDS if a response has not been received from the manufacturer within 25 working days.
5. Verifying that the most current MSDS/SDS are being used for all chemicals in stock.
6. Ensuring that all primary and secondary chemical containers are properly labeled.
7. Providing a copy of the Hazard Control Plan upon request to employees, their designated representatives, Cal/OSHA or NIOSH.
8. Coordinating preliminary training and assisting with future training requirements.
9. Ensuring that employees are properly trained on the health hazards of the substances in the work area, and the measures they can take to protect themselves from these hazards.

10. Maintaining documentation of all employee Hazard Communication Program training for at least five years per the Records Retention Schedule for the City of Duarte Human Resources Division (Appendix B).
11. Ensuring that employees are using approved Personal Protective Equipment (PPE) where required.
12. Providing information and training on hazardous substances in employee work areas at the time of initial assignment and whenever a new hazard is introduced (Appendix B).
13. Training employees in the methods and observations, which may be used to detect the presence or release of a hazardous substance in the work area. Training may include monitoring conducted by the employer, monitoring devices, and visual appearance or odor of the substances.
14. Informing the employee he/she may not be disciplined due to the employee's exercise of the rights afforded pursuant to the provisions of the Hazardous Substances Information and Training Act.

- D. Employees: Each employee who is authorized to use hazardous substances has a duty to follow the safe practices and procedures prescribed for such products, including the use of Personal Protective Equipment (PPE) and clothing provided.

V. HAZARDOUS SUBSTANCES INVENTORY

Inventory shall be performed at least once annually to identify hazardous products and chemicals at each work location. Current hazardous material inventory forms will be maintained in each area where these materials are used or stored. Hazardous products and chemicals include many materials not usually thought of as being "chemical" or "hazardous". (Appendix A).

VI. MATERIAL SAFETY DATA SHEETS (MSDS)/SAFETY DATA SHEETS (SDS)

MSDS/SDS will be obtained from manufacturers or suppliers for all products identified during the inventory as containing hazardous or toxic ingredients. Following initial program compliance, MSDS/SDS will be obtained for all subsequent purchases. Products without accompanying MSDS/SDS will not be accepted for use until the MSDS/SDS has been received, reviewed and approved. All purchase orders will include a requirement that an MSDS/SDS be provided as a condition of purchase. A current MSDS/SDS binder will be maintained in each area where these materials are stored and used.

Chemical manufacturers are required to update their Material Safety Data Sheets (MSDS) by June 1, 2015 to comply with the format of the new Safety Data Sheet (SDS). MSDSs will have to be converted to SDSs by December 1, 2015. The manufacturer or distributor will supply the City with new SDSs. Each supervisor is to replace his/her MSDS's with new SDS's in their division's MSDS/SDS binder.

MSDS/SDS binders must be maintained and kept up to date. As obsolete MSDS's/SDS's are replaced by updated copies or removed for products no longer in use, they must be kept on file. They cannot be discarded. OSHA 1910.1020 defines an "employee exposure record" to include the MSDS. The MSDS must be held and maintained at least 30 years.

VII. HAZARD EVALUATION

Periodic evaluation of safety control measures for hazardous substances and chemicals will be made in each storage and use area. This evaluation will include the following:

- A.** Hazard Class (flammable, toxic, corrosive, reactive, etc.)
- B.** Storage compatibility
- C.** Secondary Containers
- D.** Labeling
- E.** Protective clothing and Personal Protective Equipment (PPE) needed
- F.** Emergency eyewash/shower facilities
- G.** Spill cleanup supplies and equipment
- H.** Fire protection measures
- I.** Ventilation
- J.** Static Grounding

VIII. LABELING

The manufacturer or distributor of a hazardous substance is responsible for proper labeling and hazard warnings on their product containers. The Employer's responsibilities for labeling are:

- A.** To ensure that all products containing hazardous substances and chemicals are properly marked as to contents and hazard, consistent with applicable standards. Container labels should provide: a) identity of hazardous

substance(s) and chemical(s), b) level of hazard warning statement, and c) name and address of manufacturer or distributor.

- B.** Storage/process tanks and piping will be marked or tagged to indicate contents and appropriate warnings.
- C.** When a substance is transferred from the original container, the secondary container will be properly labeled with either a copy of the original manufacturer's label or with generic labels, which have a block for identity and blocks for the hazard warning.
- D.** Manufacturer labels on incoming containers of hazardous substances will not be removed or defaced. Torn or damaged labels will be repaired or replaced before being moved to a storage or use area.
- E.** Information in other languages may be added to labels and warnings as long as the same information is also displayed in English.

IX. HAZARD COMMUNICATION TRAINING

Employees will be trained in the handling and use of hazardous substances and chemicals in the work place. Employees from other locations temporarily working at a location will be provided a hazard orientation by the area supervisor prior to any work activities. Area specific training will be developed by department managers and provided for each employee. At a minimum, training will include:

- A.** Identification of all hazardous substances and chemicals in the work place.
- B.** Selection and use of appropriate Personal Protective Equipment (PPE) when working with hazardous substances and chemicals.
- C.** Labeling requirements.
- D.** Hazardous leak and spill response, clean up, and disposal.
- E.** Protection against exposure to hazardous substances including proper work practices.
- F.** Exposure first aid measures.
- G.** Location and use of MSDS/SDS binder, chemical inventory list and written Hazard Communication Program.

X. HAZARDOUS NON-ROUTINE TASKS

Employees may periodically be required to perform hazardous non-routine tasks. Each affected employee will be given information by their supervisor about

hazards to which they may be exposed prior to starting work on such projects. This information will include:

- A.** Specific hazards that may be encountered.
- B.** Protective measures that must be utilized.
- C.** Supervisory measures taken to minimize the hazards including use of Personal Protective Equipment (PPE), ventilation, presence of additional employees and emergency procedures.

XI. CONTRACTORS

The City of Duarte frequently employs contractors to perform work. Contractors are required to have their own Hazard Communication Program. The supervisor or designee shall provide the contractor with documented information on any known hazardous conditions or substances to which they may be exposed. A record of this communication shall be kept.

XII. RECORDS RETENTION

- A.** T8 CCR, Section 3203 (b)(1), "Injury and Illness Prevention Program," requires that employee training be documented and records retained for at least (1) one year.
- B.** Master list of all hazardous materials and a copy of each associated MSDS/SDS should be kept on file for at least (30) thirty years.

XIII. REFERENCES

CCR Title 8 GISO Section 51

OSHA 1910.1020

HAZARDOUS MATERIAL INVENTORY LIST

[illegible]

APPENDIX B EMPLOYEE TRAINING CHECKLIST

This report is to be completed by the supervisor and new employee within five working days of employment or new job assignment. Additional forms are to be prepared as the employee receives safety training during the course of employment, but at least annually.

NAME: _____ Date Employed: _____

Department Assigned: _____ Job Title: _____

Employee Past Work Experience:

- | | | |
|--|-------|------|
| A. Has employee taken pre-employment physical? | [Yes] | [No] |
| B. Are there any physical limitations? | [Yes] | [No] |

If answer to B is yes, please explain: _____

I HAVE BEEN INSTRUCTED IN THE FOLLOWING SUBJECTS THAT ARE INDICATED:

- | | |
|--|--------|
| 1. Location and use of MSDS/SDS binder, chemical inventory list and written Hazard Communication Program | Yes/No |
| 2. Safety rules, both general and specific to the job assignment | Yes/No |
| 3. Safety rule enforcement procedures | Yes/No |
| 4. Selection and use of appropriate Personal Protective Equipment (PPE) when working with hazardous substances and chemicals | Yes/No |
| 5. Protection against exposure to hazardous substances including proper work practices | Yes/No |
| 6. Handling of material | Yes/No |
| 7. Identification of all hazardous substances and chemicals in the work place | Yes/No |
| 8. How, when and where to report injuries | Yes/No |
| 9. Labeling requirements | Yes/No |
| 10. Special hazards of job | Yes/No |
| 11. When and where to report unsafe conditions | Yes/No |
| 12. Hazardous leak and spill response, clean up, and disposal | Yes/No |
| 13. Exposure first aid measures | Yes/No |

14. Personal protective equipment: List Items _____

15. Hazardous materials: List Items _____

16. Tools/Equipment: List _____

17. List all training not indicated above (use back of form if necessary): _____

Employee Signature: _____ Date: _____

Follow up on employee will be observed by _____

Employee has performed operation to the satisfaction of the undersigned. An observation was completed on the date indicated.

Supervisor Signature: _____ Date: _____

HAZARDOUS WASTE CONTROL POLICY

Effective: February 2015

Revised:

I. PURPOSE

This policy sets procedures for disposal of hazardous waste in accordance with Federal, State, and Local laws and regulations.

II. DEFINITIONS

The following terms are used in this document:

- A.** Accumulation start date: the date when material has been put into the hazardous waste storage area and labeled.
- B.** Hazardous waste: any material that poses a threat to public health or the environment; a product not useful in its present form. A product or raw material becomes a waste when the next thing done is to discard, treat, recycle, or when the materials' container has a breach of integrity.
- C.** Hazardous waste inventory sheet: the paperwork given to the disposal site, identifying the description and the amount of hazardous waste material.
- D.** Main file: the file maintained by the disposal site of all paperwork pertaining to hazardous waste materials.
- E.** Manifest acknowledgment copy: a copy of the manifest acknowledging hazardous waste material has arrived at its final destination.
- F.** Manifest: an itemized list designed to facilitate the cradle-to-grave tracking of hazardous wastes that regulatory agencies monitor. Generators that ship their hazardous wastes off-site are required to complete a "Uniform Hazardous Waste Manifest" that, in general, identifies:
 - 1.** The nature and amount of waste that is being transported off-site;
 - 2.** Who is the generator;
 - 3.** Who is the transporter; and
 - 4.** What is the waste's destination?

G. Primary generator: any department (Administration, Facilities Maintenance, Field Services and so on) that produces a waste product considered to be hazardous.

H. Transporter: a company licensed to transport hazardous materials.

III. HAZARDOUS WASTE IDENTIFICATION

Hazardous waste is a waste with properties that make it potentially dangerous or harmful to human health or the environment. The universe of hazardous wastes is large and diverse. Hazardous wastes can be liquids, solids, or contained gases. They can be the by-products of manufacturing processes, discarded used materials, or discarded unused commercial products, such as cleaning fluids (solvents) or pesticides.

IV. UNIVERSAL WASTE IDENTIFICATION

Universal wastes are hazardous wastes that are widely produced by households and many different types of businesses. Universal wastes include televisions, computers and other electronic devices as well as batteries, fluorescent lamps, mercury thermostats, and other mercury containing equipment, among others. Universal Wastes may not be disposed of in the trash!

V. UNIDENTIFIED WASTE

Under no circumstance should any City of Duarte employee handle unidentified waste. If you come into contact with an unidentifiable possibly hazardous substance in the field, please contact Fire Dispatch at (626) 444-2581 and advise them of the situation. The fire department is responsible for assisting in the identification of the substance. If they deem it hazardous, they will take necessary steps to protect the public. Once they deem it safe to the public, it will be the responsibility of the City for proper disposal.

In case of a life-threatening emergency please dial 9-1-1 (Both police and fire are connected through 9-1-1).

VI. GENERAL INFORMATION

A. The Primary Generator will:

1. Label hazardous waste material to identify contents of material and date item was dropped off;
2. Log in hazardous waste material on clipboard located inside of designated hazardous waste container located in South Yard;
3. Properly package, store and secure hazardous waste material inside of designated hazardous waste container located in South Yard;

4. Supply hazardous waste material inventory sheets and other pertinent information to Field Services.

Note: See Appendix "A" (Hazardous Waste Label).

B. Field Services will:

1. Ship hazardous waste within 180 days of the accumulation start date;
2. Provide a licensed transporter to transport the hazardous waste;
3. Witness the loading and verify the load to the manifest.
4. File and maintain all paperwork in the main file:
 - a. Hazardous waste manifest;
 - b. Manifest acknowledgment copy; and
 - c. Material inventory sheet.
5. Handle correspondence with state and local agencies
6. Provide specifications and necessary documents.

C. The applicable Safety Coordinator will be the person signing the manifest. The applicable Safety Coordinators' responsibility includes but is not limited to:

1. Verifying with the Field Services Manager and the transporter that all information in the manifest is correct.

VII. REFERENCES

CCR Health & Safety Code Section 25160

CCR Labor Code Section 6390 – 6399.2

US Environmental Protection Agency

California Department of Toxic Substances Control

Appendix A
Hazardous Waste Label

HAZARDOUS WASTE FEDERAL AND/OR STATE LAWS PROHIBIT IMPROPER DISPOSAL IF FOUND, CONTACT THE NEAREST POLICE OR PUBLIC SAFETY AUTHORITY, THE U.S. ENVIRONMENTAL PROTECTION AGENCY OR THE CALIFORNIA DEPARTMENT OF HEALTH. GENERATOR INFORMATION: NAME _____ ADDRESS _____ PHONE _____ CITY _____ STATE _____ ZIP _____ EPA ID NO. / MANIFEST DOCUMENT NO. _____ EPA WASTE NO. _____ CA WASTE NO. _____ ACCUMULATION START DATE _____ CONTENTS COMPOSITION _____ <table border="0" style="width: 100%;"><tr><td style="width: 50%; vertical-align: top;">PHYSICAL STATE: ☐ SOLID ☐ LIQUID</td><td style="width: 50%; vertical-align: top;">HAZARDOUS STATE: ☐ CORROSIVE ☐ REACTIVITY ☐ OTHER _____</td></tr><tr><td colspan="2" style="text-align: right;">☐ FLAMMABLE ☐ TOXIC</td></tr></table> _____ _____ _____ D.O.T PROPER SHIPPING NAME AND UN OR NA NO. WITH PREFIX HANDLE WITH CARE!			PHYSICAL STATE: ☐ SOLID ☐ LIQUID	HAZARDOUS STATE: ☐ CORROSIVE ☐ REACTIVITY ☐ OTHER _____	☐ FLAMMABLE ☐ TOXIC	
PHYSICAL STATE: ☐ SOLID ☐ LIQUID	HAZARDOUS STATE: ☐ CORROSIVE ☐ REACTIVITY ☐ OTHER _____					
☐ FLAMMABLE ☐ TOXIC						

LEAD AND ASBESTOS OPERATING PLAN

Effective: April 2017

Revised:

V. PURPOSE

The purpose of this operating plan is to prevent employee exposure, above the respective action levels, to lead and asbestos materials.

VI. DEFINITIONS

The following terms are used in this document:

- A.** Asbestos: a non-burning material that is used for fireproofing and insulation. It is composed of fibrous forms of various hydrated minerals including chrysotile (fibrous serpentine), crocidolite (fibrous riebeckite), amosite (fibrous cummingtonite-grunerite), fibrous tremolite, fibrous actinolite, and fibrous anthophyllite.
- B.** Certified Supervisor: one who is capable of identifying existing and predictable asbestos material hazards in the surroundings or working conditions, and who has authorization to take prompt corrective measures to eliminate them.
- C.** Competent Person: one who is capable of identifying existing and predictable lead or asbestos material hazards in the surroundings or working conditions and who has authorization to take prompt corrective measures to eliminate them. (Separate certifications are required for each.)
- D.** Construction Work: construction, alteration, plumbing, and/or repair, including painting, decorating, and general maintenance. It includes but is not limited to the following:
 - 1. Demolition or salvage of structures where lead or asbestos materials are present;
 - 2. Operations that disturb lead or asbestos materials including removal or encapsulation of paint coatings;
 - 3. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contains lead or asbestos materials;

4. Installation of products containing lead or asbestos materials;
5. Lead or asbestos materials contamination/emergency clean up;
6. Transportation, disposal, storage, or containment of lead or asbestos materials, or materials containing lead or asbestos materials on the site or location at which construction activities are performed.

E. Lead: metallic lead, all inorganic lead compounds, and organic lead soaps.

F. Asbestos Containing Material (ACM): Any material containing more than 1% asbestos.

G. Presumed Asbestos Containing Material (PACM): Asbestos-containing thermal system insulation and surfacing materials found in a building constructed no later than 1980.

H. Regulated Area: an area established by the employer to mark areas where airborne concentrations of asbestos exceed, or there is a reasonable possibility they may exceed, the permissible exposure limits.

VII. REQUIREMENTS

A. This operating plan applies to all construction work where an employee may be occupationally exposed to lead or asbestos materials.

B. City of Duarte custodial and maintenance staff are not trained to perform operations/maintenance or asbestos abatement operations and all work shall be performed by independent, licensed contractors. Routine custodial or maintenance activities should not significantly disturb asbestos containing building materials. Unlicensed employees will not cross over a barrier/containment area where asbestos projects are ongoing.

C. Where lead or asbestos abatement is required:

1. Chemical stripping wet removal, wet sanding, or wet scraping will be required.
2. Abatement area containment is required in all of the above methods.
3. No burning of lead material will be allowed.
4. Dry scraping; use of power tools without low emissions vacuum, or use of compressed air is prohibited.

- D. A certified, licensed abatement contractor shall complete the lead or asbestos abatement.
- E. All asbestos abatement work at the City of Duarte facilities shall be performed in strict accordance with applicable state, federal and local regulations. It shall be the responsibility of the contractor to adhere to these regulations. At the discretion of the City, contractors found in non-compliance may be released from further contractual services.
- F. A State licensed inspector will inspect all areas that are known to contain lead or asbestos materials on a frequency to be determined by the condition of the material with a maximum of two years between inspections. Any apparent loosening of insulation potentially resulting in exposure shall be abated or repaired immediately by a certified, licensed abatement contractor.
- G. A Competent Person or Certified Supervisor shall inspect all worksites for lead or asbestos materials before employees and/or volunteers are assigned to perform construction work.
- H. Full protection for the employee is required at work sites where there is the possibility of employee exposure to lead or asbestos materials (assumed or tested).
- I. Employees assigned to worksites with lead or asbestos materials, to which they may be exposed, shall be provided with the following.
 - 1. Site-specific lead or asbestos materials training.
 - 2. Appropriate respiratory protection.
 - 3. Appropriate personal protective clothing and equipment, which includes, but is not limited to the following:
 - a. Gloves
 - b. Hardhat
 - c. Face shields or vented goggles
 - d. Coveralls or disposable full-body work clothing
 - e. Shoe coverlets
 - 4. Change area equipped with separate storage facilities for protective clothing, equipment, and street clothes to prevent cross contamination.

5. Medical surveillance designed to facilitate early detection of health effects associated with exposure to lead or asbestos materials.
- J. All employees shall report any accidental exposure to lead or asbestos to their Supervisor immediately.
- K. Upon notification of exposure the Supervisor shall:
 1. Investigate and file an Accident Report (Appendix A);
 2. Send the employee to the clinic for medical surveillance;
 3. Notify the Department Safety Coordinator and Safety Program Administrator.

VIII. NOTIFICATION

- A. Warning signs shall be provided and displayed at each regulated area. In addition, warning signs shall be posted at all approaches to regulated areas so that an employee may read the signs and take necessary protective steps before entering the area.
- B. All employees, tenants, visitors, vendors and contractors will be notified in advance when work involving asbestos is to be carried out in any area of the City of Duarte buildings which they occupy.

IX. LABELING

Labels or signs shall be affixed or posted so that employees will be notified of what materials contain ACM and/or PACM.

X. TRAINING

- A. All employees with duties that include working with or around lead shall be trained.
- B. Lead or asbestos retraining shall be done at least annually.
- C. No employee will be assigned to any task without the appropriate level or training.

Note: For training items A through D the Department Head or designee will determine who should receive appropriate training.

- D. Copies of the lead and asbestos materials standards and appendices shall be readily available to all affected employees through their supervisor.

XI. RECORDKEEPING

Records must be kept on exposure monitoring for asbestos for at least 30 years, and worker medical surveillance records retained for the duration of employment plus 30 years. Training records must be kept for at least one year beyond the last date of employment.

XII. REFERENCES

General Industry Safety Order 3203 (a) (4)

29 C.F.R. 1910.1025

CCR Title 8, Section 1502

CCR Title 8, Section 1529

CCR Title 8, Section 1532.1

Appendix A Accident Report

Please give completed form to your department head.

Date of Accident: _____ Time of Accident: _____ AM / PM
Location of Accident: _____
Name of Injured Person: _____ M _____ F _____
Address: _____ City: _____
Home Phone: _____ Cell Phone: _____
Age: _____ If minor, was injured accompanied by a responsible person? Y _____ N _____
Name of Person Accompanying: _____ Relationship: _____
Address: _____ City: _____
Home Phone: _____ Cell Phone: _____
Exact location where accident occurred: _____

Describe what occurred: _____

Specific nature and extent of injuries: _____

Was blood or other potentially infectious materials (OPIM) present? Y _____ N _____
Did you witness the accident? Y _____ N _____ If not, why? _____

Was First Aid administered? Y _____ N _____ By whom? _____
Describe First Aid that was administered: _____
Was Personal Protective Equipment (PPE) worn? Y _____ N _____
If yes, by whom? _____ Describe PPE used: _____
If no, why not? _____
Did a blood borne pathogen exposure incident occur? Y _____ N _____
Which assistance was requested: Police _____ Fire _____ Ambulance _____ Other _____ None _____
How did the injured leave the area? _____

With whom did the injured leave the area? _____

Eyewitness: _____ Phone: _____
Employee Signature: _____ Date: _____

(Use reverse side for additional information)

[illegible]

FIRE PREVENTION POLICY

Effective: February 2015

Revised:

I. PURPOSE

The purpose is to provide general requirements for a Fire Prevention Policy in accordance with CCR Title 8: Section 3221.

II. RESPONSIBILITY

- A.** Field Services Manager or designee is responsible for the control of accumulation of flammable or combustible waste materials.
- B.** Facilities Maintenance Supervisor or designee is responsible for maintenance of equipment and systems installed to prevent or control ignitions of fires (fire extinguishers, fire sprinklers, etc.).
- C.** All employees, supervisors, and managers are expected to follow the procedures outlined in this policy to ensure that all employees are protected.

III. FIRE HAZARD IDENTIFICATION

The following is a list of potential fire hazards and their associated work areas:

Work Areas	Fire Hazards
Workstation	Paper, plastic, electrical
Workrooms	Paper, electrical
Break rooms	Paper, plastics, electrical appliances

IV. HOUSEKEEPING PRACTICES

Good housekeeping is basic to fire safety and should be a major concern in every type of occupancy. The following general preventive measures apply:

Type of Fire Hazard	Fire Prevention Practices
Paper	Waste paper cans emptied daily
Plastic	Waste plastic discarded daily
Electrical	Quarterly inspections of outlets, multi-strips, cubicles, and work areas
Flammable/combustible liquids	Store liquids in approved flammable storage cabinet

XIII. SAFE CODE OF WORK PRACTICES

Fires, like all other types of accidents, are largely preventable.

- A.** Do not allow for the accumulation of trash or waste material.
- B.** Flammables, including data sheets, books, rags, clothing, flammable liquids or trash shall not be placed or stored near heaters or their vents, any electrical appliance, or other potential sources of ignition.
- C.** Sources of actual or potential heat such as hot plates or electric coffee pots shall not be placed near flammable materials.
- D.** Portable electric heaters should have tip-over protection that automatically shuts off the unit when it is tipped over. Portable heaters must be disconnected when not in use. There should be adequate clearance between the heater and combustible furnishings or other materials at all times.
- E.** Care must be taken not to block potential escape routes, particularly with flammable materials.
- F.** Each individual is personally responsible for assuring that extension cords and multiple plugs are in good condition. Cords that are missing the grounding prong, are spliced together, or that are missing their protective sheath shall not be used.

XIV. FIRE CONTROL MEASURES

The following is a list of fire control measures installed or available in work areas:

Work Area	Fire Control Measure
City Hall	Installed and monitored fire alarm system. ABC multipurpose fire extinguishers are located throughout building (lobby, hallway and kitchen). Halon fire extinguishers are located throughout building (telephone closet and supply closet).
Community Center	Installed and monitored fire alarm system. ABC multipurpose fire extinguishers are located throughout building (crafts room, hallway and kitchen). Halon fire extinguisher located in audio/visual room. Fire Suppression System located in kitchen.
Senior Center	Installed and monitored fire alarm system. ABC multipurpose fire extinguishers are located

	throughout building (kitchen, lobby, dinning room, lobby closet, elevator room -1 st floor, TV room, pool room, meeting room-2 nd floor, elevator room-2 nd floor, main hall-2 nd floor, crafts room-2 nd floor, Kiln room-2 nd floor and electrical room).
Public Safety	Installed and monitored fire alarm system. ABC multipurpose fire extinguishers are located throughout building (near back door, hallway and in computer/storage room).
Fitness Center	Installed and monitored fire alarm system. ABC multipurpose fire extinguishers are located throughout building (office, chemical room and pump room).
Teen Center	Installed and monitored fire alarm system. ABC multipurpose fire extinguishers are located throughout building (hallway and game room). Halon fire extinguisher located in computer room.
North Yard (Field Services)	ABC multipurpose fire extinguishers are located throughout building (main office, hallway, kitchen and garage (2)).
South Yard (Transit)	ABC multipurpose fire extinguisher located in main room.
Duarte Sports Park	Fire Suppression System located in snack bar. ABC multipurpose fire extinguisher located in snack bar.
Chamber	ABC multipurpose fire extinguishers (2).
Royal Oaks Park	ABC multipurpose fire extinguishers located in office and electrical closet.
Encanto Park	ABC multipurpose fire extinguisher (1).
Beardslee	ABC multipurpose fire extinguisher (1).

XV.

M

MAINTENANCE OF EQUIPMENT

Facilities Maintenance Supervisor or designee is responsible for maintenance of fire protection equipment and systems installed to prevent or control ignitions or fires.

The periodic maintenance and inspection frequencies for fire control measures are as follows:

Fire Control Measures	Inspection Frequency	Service Firm
Fire Alarm System	Annually	Facilities Maintenance and Alta Pro Fire Protection
Fire Extinguishers	Annually	A&D Fire/Dale's Fire
Fire Suppression System	Annually	Faith Fire Protection

Fire control measures to be offered by the above referenced service firms or by an equivalently qualified company.

XVI. EMPLOYEE RESPONSE TO FIRE EMERGENCIES

What to know:

1. Exit the building through the nearest exit to your work area.
2. Do not run. Remove high-heeled shoes if necessary.
3. Use the stairways. Do not use elevators in an emergency.

What to do:

Activate fire alarm and exit the building. If you observe obvious smoke or a fire, do the following:

1. Notify Emergency Services by dialing 9-9-1-1 from City landline.
2. Alert others in the building by pulling the fire alarm trip switch or yelling out "fire" and its location.
3. Attempt to extinguish the fire with an extinguisher only if the fire is small and you are able to do so without causing harm to yourself.
4. Evacuate immediately if the fire is not contained, as fire, heat, or smoke may block the evacuation path.
5. Put back of non-dominant hand on exit door/door handle to detect heat, or look and smell for smoke. Keep in mind that wood is an insulator, and even a warm wooden door is cause for concern.
6. If heat is not felt, stay low and open door carefully to look and smell for smoke.
7. If the door feels warm/hot and/or there is smoke in the stairwell, ensure the door is closed and direct staff to the next closest exit.
8. Instruct all staff and visitors within the area to evacuate the building by the designated exit route.
9. Ensure all doors are closed to prevent spread of fire.
10. Report anyone missing to immediate supervisor, after confirming with other staff that the missing person was in fact at work at the time of the fire.

XVII. TRAINING

Supervisor Responsibility

Upon initial assignment, employees will be provided a copy of this Fire Prevention Policy. Each Department Supervisor is responsible for informing employees of potential fire hazards in the workplace specific to their tasks. In addition, each supervisor shall instruct employees on those parts of the Fire Prevention Policy applicable for the employees to protect themselves and respond in the event of an emergency. A copy of the policy will be kept in the Safety Binders in each department and is available for review upon request from Risk Manager.

HEAT ILLNESS PREVENTION PLAN

Effective: November 2013

Revised:

I. PURPOSE

The purpose is to provide general requirements for a Heat Illness Prevention Plan in accordance with CCR Title 8: Section 3395.

II. LOCATION

Various worksites located throughout the city.

III. DESIGNATION OF RESPONSIBILITY

All Safety Coordinators, Managers, Department Heads, Supervisors, Field Supervisors, Crew Leaders and Risk Managers have the authority and responsibility for implementing the provisions of this program at the worksite.

A. Procedures for Provision of Water (include but are not limited to the following):

1. Drinking water containers of five to ten gallons each will be brought to the site, so that at least two quarts per employee are available at the start of the shift. Some employees will be provided a personal two-quart water container that they will be required to bring to the work site. All workers whether working individually or in smaller crews, will have access to drinking water. Sufficient drinking water shall always be available for every employee to drink at least one quart per hour.
2. As part of the Effective Replenishment Procedures, the water level of all containers will be checked periodically (e.g. every hour, every 30 minutes), and more frequently when the temperature rises. Water containers will be refilled with cool water, when the water level within a container drops below 50 percent. When working in larger crews additional water containers (e.g. five gallon bottles) will be provided, to replace water as needed.
3. Ice will be provided, so that when necessary, it will be added to the drinking water to keep it cool.
4. Water containers will be kept in sanitary condition.

5. Daily, workers will be reminded of the importance of drinking water frequently. When the temperature exceeds or is expected to exceed 90 degrees Fahrenheit, brief 'tailgate' meetings will be held each morning to review with employees the importance of drinking water, the number and schedule of water and rest breaks and the signs and symptoms of heat illness.
6. When the temperature equals or exceeds 95 degrees Fahrenheit or during a heat wave, the number of water breaks will be increased, and workers will be reminded throughout the work shift to drink water.
7. During employee training and tailgate meetings, the importance of frequent drinking of water will be stressed.

B. Procedures for Access to Shade (include but are not limited to the following):

1. Shade structures will be opened and placed as close as practical to the workers, when the temperature equals or exceeds 85 degrees Fahrenheit. When the temperature is below 85 degrees Fahrenheit, access to shade will be provided promptly, when requested by an employee. Note: The interior of a vehicle may not be used to provide shade unless the vehicle is air-conditioned and the air conditioner is on.
2. Enough shade structures will be available at the site, to accommodate at least 25 percent of the employees on the shift at any one time.
3. Daily, workers will be informed of the location of the shade structures and will be encouraged to take a five-minute cool-down rest in the shade.
4. Shade structures will be relocated to follow along with the crew and they will be placed as close as practical to the employees, so that access to shade is provided at all times.
5. In situations where trees or other vegetation are used to provide shade (such as in orchards), the thickness and shape of the shaded area will be evaluated, before assuming that sufficient shadow is being cast to protect employees.
6. In situations where it is not safe or feasible to provide access to shade (e.g., during high winds), a note will be made of these unsafe or unfeasible conditions, and of the steps that will be taken to provide shade upon request.
7. For non-agricultural employers, in situations where it is not safe or feasible to provide shade, a note will be made of these unsafe or unfeasible conditions, and of the steps that will be taken to provide alternative cooling measures but with equivalent protection as shade.

C. Procedures for Monitoring the Weather (include but are not limited to):

1. The supervisor will be trained and instructed to check in advance the extended weather forecast. Weather forecasts can be checked with the aid of the internet (<http://www.nws.noaa.gov/>), or by calling the *National Weather Service* phone numbers (see CA numbers below) or by checking the *Weather Channel TV Network*. The work schedule will be planned in advance, taking into consideration whether high temperatures or a heat wave is expected. This type of advance planning should take place all summer long.

CALIFORNIA Dial-A-Forecast

Eureka 707-443-7062
Hanford 559-584-8047
Los Angeles 805-988-6610 (#1)
Sacramento 916-979-3051
San Diego 619-297-2107 (#1)
San Francisco 831-656-1725 (#1)

2. Prior to each workday, the forecasted temperature and humidity for the worksite will be reviewed and will be compared against the National Weather Service Heat Index to evaluate the risk level for heat illness. Determination will be made of whether or not workers will be exposed at a temperature and humidity characterized as either "extreme caution" or "extreme danger" for heat illnesses. It is important to note that the temperature at which these warnings occur must be lowered as much as 15 degrees if the workers under consideration are in direct sunlight.
3. Prior to each workday, the supervisor will monitor the weather (using <http://www.nws.noaa.gov/> or with the aid of a simple thermometer, available at most hardware stores) at the worksite. This critical weather information will be taken into consideration, to determine, when it will be necessary to make modifications to the work schedule (such as stopping work early, rescheduling the job, working at night or during the cooler hours of the day, increasing the number of water and rest breaks).
4. A thermometer will be used at the jobsite to monitor for sudden increases in temperature, and to ensure that once the temperature exceeds 85 degrees Fahrenheit, shade structures will be opened and made available to the workers. In addition, when the temperature equals or exceeds 95 degrees Fahrenheit, additional preventive measures such as the High Heat Procedures will be implemented.

D. Handling a Heat Wave:

1. During a heat wave or heat spike work will be scheduled to accommodate the high temperatures.
2. During a heat wave or heat spike, and before starting work, tailgate meetings will be held, to review the agency heat illness prevention procedures, the weather forecast and emergency response. In addition, if schedule modifications are not possible, workers will be provided with an increased number of water and rest breaks and will be observed closely for signs and symptoms of heat illness.
3. Each employee will be assigned a "buddy" to be on the lookout for signs and symptoms of heat illness and to ensure that emergency procedures are initiated when someone displays possible signs or symptoms of heat illness.

E. High Heat Procedures (include but are not limited to):

High Heat Procedures are additional preventive measures that this agency will use when the temperature equals or exceeds 95 degrees Fahrenheit.

1. Effective communication by voice, observation, or electronic means will be maintained, so that employees at the worksite can contact a supervisor when necessary. If the supervisor is unable to be near the workers (to observe them or communicate with them), then an electronic device, such as a cell phone or text messaging device, may be used for this purpose if reception in the area is reliable.
2. Frequent communication will be maintained with employees working by themselves or in smaller groups (keep tabs on them via phone or two-way radio), to be on the lookout for possible symptoms of heat illness.
3. Employees will be observed for alertness and signs and symptoms of heat illness. When the supervisor is not available, an alternate responsible person may be assigned, to look for signs and symptoms of heat illness. Such a designated observer will be trained and know what steps to take if heat illness occurs.
4. Employees will be reminded throughout the work shift to drink plenty of water.
5. New employees will be closely supervised, or assigned a "buddy" or more experienced coworker for the first 14 days of the employment (unless the employee indicates at the time of hire that he or she has been doing similar outdoor work for at least 10 of the past 30 days for four or more hours per day).

F. Procedures for Acclimatization (include but are not limited to):

Acclimatization is the temporary and gradual physiological change in the body that occurs when the environmentally induced heat load to which the body is accustomed is significantly and suddenly exceeded by sudden environmental changes. In more common terms, the body needs time to adapt when temperatures rise suddenly, and an employee risks heat illness by not taking it easy when a heat wave strikes or when starting a new job that exposes the employee to heat to which the employee's body hasn't yet adjusted.

Inadequate acclimatization can be significantly more perilous in conditions of high heat and physical stress. Employers are responsible for the working conditions of their employees, and they must act effectively when conditions result in sudden exposure to heat their employees are not used to.

1. The weather will be monitored daily. The supervisor will be on the lookout for sudden heatwave(s), or increases in temperatures to which employees haven't been exposed to for several weeks or longer.
2. During a heat wave or heat spike work will be rescheduled to accommodate the high temperatures.
3. For new employees, the intensity of the work will be lessened during a two-week break-in period (such as scheduling slower paced, less physically demanding work during the hot parts of the day and the heaviest work activities during the cooler parts of the day (early-morning or evening).
4. The supervisor will be extra-vigilant with new employees and stay alert to the presence of heat related symptoms.
5. New employees will be assigned a "buddy" or experienced coworker to watch each other closely for discomfort or symptoms of heat illness.
6. During a heat wave, all employees will be observed closely (or maintain frequent communication via phone or radio), to be on the look out for possible symptoms of heat illness.
7. Employees and supervisors will be trained on the importance of acclimatization, how it is developed and how the agency procedures address it.

G. Procedures for Emergency Response (include but are not limited to):

1. Prior to assigning a crew to a particular worksite, workers and the foreman will be provided a map of the site, along with clear and precise directions (such as streets or road names, distinguishing features and distances to major roads), to avoid a delay of emergency medical services.

2. Prior to assigning a crew to a particular worksite, efforts will be made to ensure that a qualified and appropriately trained and equipped person is available at the site to render first aid if necessary.
3. Prior to the start of the shift, a determination will be made of whether or not a language barrier is present at the site and steps will be taken (such as assigning the responsibility to call emergency medical services to the foreman or an English speaking worker) to ensure that emergency medical services can be immediately called in the event of an emergency.
4. All foremen and supervisors will carry cell phones or other means of communication, to ensure that emergency medical services can be called. Checks will be made to ensure that these electronic devices are functional prior to each shift.
5. When an employee is showing symptoms of possible heat illness, steps will be taken immediately to keep the stricken employee cool and comfortable once emergency service responders have been called (to reduce the progression to more serious illness).
6. At remote locations such as rural farms, lots or undeveloped areas, the supervisor will designate an employee or employees to physically go to the nearest road or highway where emergency responders can see them. If daylight is diminished, the designated employee(s) shall be given reflective vests or flashlights in order to direct emergency personnel to the location of the worksite, which may not be visible from the road or highway.
7. During a heat wave or hot temperatures, workers will be reminded and encouraged to immediately report to their supervisor any signs or symptoms they are experiencing.
8. Employees and supervisors training will include every detail of these written emergency procedures.

H. Handling a Sick Employee:

1. When an employee displays possible signs or symptoms of heat illness, a trained first aid worker or supervisor will check the sick employee and determine whether resting in the shade and drinking cool water will suffice or if emergency service providers will need to be called. A sick worker will not be left alone in the shade, as he or she can take a turn for the worse!
2. When an employee displays possible signs or symptoms of heat illness and no trained first aid worker or supervisor is available at the site, emergency service providers will be called.

3. Emergency service providers will be called immediately if an employee displays signs or symptoms of heat illness (loss of consciousness, incoherent speech, convulsions, red and hot face), does not look OK or does not get better after drinking cool water and resting in the shade. While the ambulance is in route, first aid will be initiated (cool the worker: place the worker in the shade, remove excess layers of clothing, place ice pack in the armpits and groin area and fan the victim). Do not let a sick worker leave the site, as they can get lost or die before reaching a hospital!
4. If an employee does not look OK and displays signs or symptoms of severe heat illness (loss of consciousness, incoherent speech, convulsions, red and hot face), and the worksite is located more than 20 minutes away from a hospital, call emergency service providers, communicate the signs and symptoms of the victim and request an Air Ambulance.

I. Procedures for Employee and Supervisory Training (include but are not limited to):

1. Supervisors will be trained prior to being assigned to supervise other workers. Training will include this agency's written procedures and the steps supervisors will follow when employees' exhibit symptoms consistent with heat illness.
2. Supervisors will be trained on how to track the weather at the job site (by monitoring predicted temperature highs and periodically using a thermometer). Supervisors will be instructed on how weather information will be used to modify work schedules, to increase the number of water and rest breaks or to cease work early if necessary.
3. All employees and supervisors will be trained prior to working outside. Training will include the agency's written prevention procedures.
4. Employees will be trained on the steps that will be followed for contacting emergency medical services, including how they are to proceed when there are non-English speaking workers, how clear and precise directions to the site will be provided and the importance of making visual contact with emergency responders at the nearest road or landmark to direct them to their worksite.
5. When the temperature exceeds 75 degrees Fahrenheit, short 'tailgate' meetings will be held to review the weather report, to reinforce heat illness prevention with all workers, to provide reminders to drink water frequently, to inform them that shade can be made available upon request and to remind them to be on the lookout for signs and symptoms of heat illness.

6. New employees will be assigned a “buddy” or experienced coworker to ensure that they understand the training and follow agency procedures.
7. Employees will be trained on the importance of wearing lightweight, loose fitting clothing; light-colored clothing that better reflects sunlight/heat; and shirts with long sleeves that better cover the body to avoid sunburn. Employees should also be trained on the importance of wearing (and the agency may choose to provide) a wide-brim hat with attached fabric to provide shade to the head, neck, face and eyes.
8. Employees will be trained on the importance of applying and reapplying (and the agency may choose to provide) sunscreen to exposed areas of the body to avoid sunburn.

HEARING CONSERVATION PROGRAM

Effective: February 2015

Revised:

I. PURPOSE

Title 8, California Code of Regulations, General Industry Safety Orders, Sections 5095-5100, mandate the implementation of a continuing, effective hearing conservation program whenever employee noise exposures equal or exceed an 8-hour time weighted average (TWA) of 85 decibels measured on the A-scale (slow response) or, equivalently, a dose of fifty percent. This program contains provisions for appropriate hearing protection, annual audiometric tests, annual employee training and periodic environmental assessments.

All departments are responsible for protecting their employees from exposure to excessive noise. This policy and procedure defines responsibilities for the prevention of occupationally induced hearing loss in all City of Duarte employees.

II. DEFINITIONS

The following terms are used in this document:

- A. Decibel (dB): Unit of measurement of sound level
- B. Decibels-A-Weighted (dBA): A unit of measurement of sound level corrected to the A-weighted scale, as defined in ANSI S1.4-1971 (R1 1976), using a reference level of 20 micropascals (0.00002 Newton per square meter)
- C. Audiogram: A chart, graph, or table resulting from an audiometric test showing an individual's hearing threshold levels as a function of frequency
- D. Otolaryngologist: A physician specializing in diagnosis and treatment of disorders of the ear, nose and throat

III. PROCEDURES

- A. Hearing protectors shall be available to all employees exposed to an 8-hour time weighted average of 85 decibels or greater at no cost to the employees. Hearing protectors shall be replaced as necessary.
- B. Hearing protectors must be worn by all employees:

1. Who are required by Title 8, Section 5096(b) to wear personal protective equipment, i.e. when employees are subjected to sound levels exceeding the weighted average
 2. Who are exposed to an 8-hour time weighted average of 85 decibels or greater, and who:
 - a. Are required by Section 5097(C)(9) to wear hearing protectors because baseline audiograms have not yet been established; or
 - b. Have experienced a standard threshold shift.
- C. In an effort to identify hazards, examples of decibel levels of familiar sounds are:
- Whisper – 10 decibels
 - Quiet House – 30 decibels
 - Street sounds – 70 decibels
 - Factory – 80-90 decibels
 - Sander – 85 decibels
 - Subway – 90 decibels
 - Pneumatic drill – 100 decibels
 - Car horn – 120 decibels
 - Artillery – 120 decibels
- D. The opportunity should be given to employees in the selection of their hearing protectors from a variety of suitable hearing protectors provided by the employer. Hearing protectors fall into three categories:
1. Earmuffs – usually provide the greatest amount of protection to the ears. They have three parts: a headband, ear cups, and ear cushions.
 2. Earplugs – seal the ear canal and keep noise from getting through to the ear's delicate parts. There are a wide variety of earplugs on the market. Some come in standard sizes, some can be individually molded, and some are custom-fitted to a person's ear.

3. Canal caps – soft pads on the end of a headband, similar to headphones. The canal caps, which have to fit snugly, seal the entrance to the ear canal instead of going into it like earplugs do.

- E. Training shall be provided to employees in the use and care of all hearing protectors.
- F. Supervisors shall ensure proper initial fitting and supervise the correct use of all hearing protectors. In addition, the employee must also be an active participant too, i.e. keep ear protectors clean; wash them regularly according to manufacturer's instructions; wash your hands thoroughly before inserting earplugs; make sure the canal caps fit snugly; inspect ear protectors before putting them on, if they are loose or cracked, report it; and do not use "homemade" hearing protectors such as cotton.
- G. The City shall evaluate hearing protector attenuation for the specific noise environments in which the protector will be used. The City shall use one of the methods described in Section 142.3, Labor Code (Methods for Estimating the Adequacy of Hearing Protector Attenuation).
- H. Hearing protectors must attenuate employee exposure at least to an 8-hour time weighted average of 90 decibels as required by Section 5096(b).
- I. For employees who have experienced a standard threshold shift, hearing protectors must attenuate employee exposures to an 8-hour time weighted average of 85 decibels or below.
- J. The adequacy of hearing protector attenuation shall be reevaluated whenever employee noise exposures increase to the extent that the hearing protectors provided may no longer provide adequate attenuation. The employer shall provide more effective hearing protectors where necessary.
- K. Some ways the noise can be reduced in a work area include:
 - Separating noisy machinery or operations;
 - Keeping equipment maintained and lubricated so it does not rattle or squeak;
 - Replacing worn or loose machine parts;
 - Using quiet substances like wood or plastic instead of metal whenever possible;
 - Using rubber mountings under heavy machinery to reduce vibration;

- Using sound absorbing acoustical tiles on the floor, ceilings, or walls;
- Considering noise levels before buying new equipment or installing new processes.

IV. RESPONSIBILITIES

A. Department Heads/Managers

1. Implement a noise exposure control program within their area of jurisdiction and budget resources to fund such a program. The program shall include providing at least two types of hearing protectors for employees to choose from and annual refresher training on proper use.
2. Assign responsibility for implementation to appropriate Department staff.
3. Develop written Standard Operating Procedures to ensure that employees are protected against the effects of noise exposure when sound levels exceed those shown in Appendix A when measured on the A-scale of a standard sound level meter at slow response.
4. Conduct or coordinate training program at least annually.

B. Risk Manager or Designee

1. Implement a Hearing Conservation Program with Administration, Manager, and Supervisor assistance.
2. Ensure coordination of annual training for impacted employees, as required by CAL/OSHA standards.
3. Assist supervisors in the procurement, issuance, and proper utilization of hearing protective equipment. The National Institute for Occupational Safety and Health (NIOSH) Compendium of Hearing Protection Devices can be downloaded from <http://www.cdc.gov/niosh/95-105.html>.
4. Establish and maintain an audiometric testing program by making audiometric testing available to all employees whose exposures equal or exceed the action level.
5. Assist supervisors with scheduling routine employee audiometric examinations. Each employee exposed at or above the action level is to receive an annual audiogram after obtaining the initial baseline.

- a. If the annual audiogram shows that an employee has suffered a standard threshold shift, the employer may obtain a retest within 30 days and consider the results of the retest as the annual audiogram.
 - b. If comparison of the annual audiogram to the baseline audiogram indicates a standard threshold shift as defined by Section 5097 (d)(8), the employee shall be informed of this fact, in writing, within 21 days of the determination.
- 6. Monitor supervisor's assessments of employee compliance with the Hearing Conservation Program and their documentation of incidences of employees not wearing protectors as required.
- 7. Identify the need for, and when necessary, retain qualified consultants for the following support services:
 - a. Evaluation of employee noise exposures
 - b. Noise control
 - c. Assessment of hearing protective equipment relative to employee noise exposure
 - d. Training for Administration, Managers, and Supervisors
 - e. Coordination of a periodic re-evaluation to determine noise exposures in the workplace
- 8. Maintain copies of employee medical records.

C. Department Heads/Managers/Supervisors

- 1. Monitor subordinate program compliance to ensure proper personal protective equipment is always used when needed.
- 2. Supervisors shall review program compliance as part of employee performance evaluations.
- 3. Document incidences of employees not wearing hearing protective equipment as required.
- 4. Ensure annual audiometric assessment for those employees exposed to noise in excess of 85 dBA TWA.

D. Employees

- 1. Comply with the requirements specified in California Code of

Regulations, Title 8 and Agency policies and procedures.

E. Occupational Hearing Consultant / Physician

1. Provide the following services for the Hearing Conservation Program, as needed for affected employees:

- a. Conduct annual hearing examinations. See Title 8, CCR, Section 5097(c)(3) for qualification requirements for person conducting the tests.**
 - i. Medical review of employee audiometric testing results. Each employee's annual audiogram shall be compared to that employee's baseline audiogram to determine if the audiogram is valid and if a standard threshold shift, as defined in Section 5097 (d)(8), has occurred. A properly trained technician may do this comparison.**
 - ii. An Audiologist, Otolaryngologist or physician shall review problem audiograms and shall determine whether there is a need for further evaluation.**
- b. Maintain original employee medical records.**
- c. Evaluate the adequacy of hearing protector attenuation whenever employee noise exposures increase to the extent that the hearing protectors provided may no longer provide adequate attenuation.**

V. TRAINING

- A. The Department Head/Manager shall institute a training program for all employees who are exposed to noise at or above an 8-hour time weighted average of 85 dBA, and shall ensure employee participation in such program.**
- B. The training program shall be repeated annually for each employee included in the hearing conservation program. Information provided in the training program shall be updated to be consistent with changes in protective equipment and work processes.**
- C. The Department Manager shall ensure that each employee is informed of the following:**
 - 1. The effects of noise on hearing;**
 - 2. The purpose of hearing protectors, the advantages, disadvantages, and attenuation of various types, and instructions**

on selection, fitting, use, and care; and

3. The purpose of audiometric testing, and an explanation of the test procedures.

VI. RECORDS RETENTION

A. Exposure Measurements

The Risk Manager or designee shall maintain an accurate record of all employee exposure measurements.

B. Audiometric Tests

1. The Risk Manager or designee shall retain all employee audiograms obtained.
2. This record shall include:
 - a. Name and job classification of the employee.
 - b. Date of the audiogram.
 - c. The examiner's name.
 - d. Date of the last acoustic or exhaustive calibration of the audiometer.
 - e. Employee's most recent noise exposure assessment.

- C. The Risk Manager or designee shall maintain copies of employee medical records.

D. Record Retention

The Risk Manager or designee shall retain records required in this section for at least the following periods:

1. Noise exposure measurement records shall be retained for at least two (2) years.
2. Audiometric test records shall be retained for the duration of the affected employee's employment.

E. Access to Records

All records required by this section shall be provided upon request to the affected employees, former employees and representatives designated by the individual affected employee.

APPENDIX A

Noise Exposure Computation

I. Computation of Employee Noise Exposure

(a) Noise dose is computed using Table A-1 as follows: When the sound level, L, is constant over the entire work shift, the noise dose, D, in percent, is given by: $D = 100 C/T$ where C is the total length of the work day, in hours, and T is the reference duration corresponding to the measured sound level, L, as given in Table A-1 or by the formula shown as a footnote to that table.

(b) When the work shift noise exposure is composed of two or more periods of noise at different levels, the total noise dose over the work day is given by: $D = 100 (C_1/T_1 + C_2/T_2 + \dots + C_n/T_n)$, where C_n indicates the total time of exposure at a specific noise level, and T_n indicates the reference duration for that level as given by Table A-1.

(c) The eight-hour time weighted average sound level (TWA), in decibels, may be computed from the dose, in percent, by means of the formula: $TWA = 16.61 \log_{10} (D/100) + 90$. For an eight-hour work shift with the noise level constant over the entire shift, the TWA is equal to the measured sound level.

(d) A table relating dose and TWA is given in Section II.

Table A-1

A-weighted sound level, .. L (decibel) ...	Reference .. Duration ... T (hour) ...	A-weighted sound level, .. L (decibel) ...	Reference Duration T (hour)
80.....	32	106.....	0.87
81.....	27.9	107.....	0.76
82.....	24.3	108.....	0.66
83.....	21.1	109.....	0.57
84.....	18.4	110.....	0.5
85.....	16	111.....	0.44
86.....	13.9	112.....	0.38
87.....	12.1	113.....	0.33

88.....	10.6	114.....	0.29
89.....	9.2	115.....	0.25
90.....	8	116.....	0.22
91.....	7.0	117.....	0.19
92.....	6.1	118.....	0.16
93.....	5.3	119.....	0.14
94.....	4.6	120.....	0.125
95.....	4	121.....	0.11
96.....	3.5	122.....	0.095
97.....	3.0	123.....	0.082
98.....	2.6	124.....	0.072
99.....	2.3	125.....	0.063
100.....	2	126.....	0.054
101.....	1.7	127.....	0.047
102.....	1.5	128.....	0.041
103.....	1.3	129.....	0.036
104.....	1.1	130.....	0.031
105.....	1		

In the above table, the reference duration, T, is computed by

$$T = 8 / 2^{(L-90)/5}$$

where L is the measured A-weighted sound level.

II. Conversion Between "Dose" and "8-Hour Time Weighted Average" Sound Level.

Noise exposure is usually measured with an audio dosimeter, which gives readout in terms of "dose." Dosimeter readings can be converted to an 8-hour time weighted average sound level (TWA).

In order to convert the reading of a dosimeter into TWA, use Table A-2.

This table applies to dosimeters that are set to calculate dose or percent exposure according to the relationships in Table A-1. So, for example, a dose of 91 percent over an eight-hour day results in a TWA of 89.3 dB, and a dose of 50 percent corresponds to a TWA of 85 dB.

If the dose as read on the dosimeter is less than or greater than the values found in Table A-2, the TWA may be calculated by using the formula:

$TWA = 16.61 \log_{10} (D/100) + 90$ where TWA = 8-hour time weighted average sound level and D = accumulated dose in percent exposure.

Table A-2

Conversion from "Percent Noise Exposure" or "Dose" to "8-Hour Time Weighted Average Sound Level" (TWA)

Dose or ...TWA ...	Dose or ...TWA	Dose or TWA
Percent	Percent	Percent
Noise	Noise	Noise
Exposure	Exposure	Exposure
10..... 73.4 ..	116..... 91.1 ...	510..... 101.8
15..... 76.3 ..	117..... 91.1 ...	520..... 101.9
20..... 78.4 ..	118..... 91.2 ...	530..... 102.0
25..... 80.0 ..	119..... 91.3 ...	540..... 102.2
30..... 81.3 ..	120..... 91.3 ...	550..... 102.3
35..... 82.4 ..	125..... 91.6 ...	560..... 102.4
40..... 83.4 ..	130..... 91.9 ...	570..... 102.6
45..... 84.2 ..	135..... 92.2 ...	580..... 102.7
50..... 85.0 ..	140..... 92.4 ...	590..... 102.8
55..... 85.7 ..	145..... 92.7 ...	600..... 102.9
60..... 86.3 ..	150..... 92.9 ...	610..... 103.0
65..... 86.9 ..	155..... 93.2 ...	620..... 103.2

70.....	87.4 ..	160.....	93.4 ...	630.....	103.3
75.....	87.9 ..	165.....	93.6 ...	640.....	103.4
80.....	88.4 ..	170.....	93.8 ...	650.....	103.5
81.....	88.5 ..	175.....	94.0 ...	660.....	103.6
82.....	88.6 ..	180.....	94.2 ...	670.....	103.7
83.....	88.7 ..	185.....	94.4 ...	680.....	103.8
84.....	88.7 ..	190.....	94.6 ...	690.....	103.9
85.....	88.8 ..	195.....	94.8 ...	700.....	104.0
86.....	88.9 ..	200.....	95.0 ...	710.....	104.1
87.....	89.9 ..	210.....	95.4 ...	720.....	104.2
88.....	89.1 ..	220.....	95.7 ...	730.....	104.3
89.....	89.2 ..	230.....	96.0 ...	740.....	104.4
90.....	89.2 ..	240.....	96.3 ...	750.....	104.5
91.....	89.3 ..	250.....	96.6 ...	760.....	104.6
92.....	89.4 ..	260.....	96.9 ...	770.....	104.7
93.....	89.5 ..	270.....	97.2 ...	780.....	104.8
94.....	89.6 ..	280.....	97.4 ...	790.....	104.9
95.....	89.6 ..	290.....	97.7 ...	800.....	105.0
96.....	89.7 ..	300.....	97.9 ...	810.....	105.1
97.....	89.8 ..	310.....	98.2 ...	820.....	105.2
98.....	89.9 ..	320.....	98.4 ...	830.....	105.3
99.....	89.9 ..	330.....	98.6 ...	840.....	105.4
100.....	90.0 ..	340.....	98.8 ...	850.....	105.4
101.....	90.1 ..	350.....	99.0 ...	860.....	105.5
102.....	90.1 ..	360.....	99.2 ...	870.....	105.6

103.....	90.2 ..	370.....	99.4 ...	880.....	105.7
104.....	90.3 ..	380.....	99.6 ...	890.....	105.8
105.....	90.4 ..	390.....	99.8 ...	900.....	105.8
106.....	90.4 ..	400.....	100.0 ..	910.....	105.9
107.....	90.5 ..	410.....	100.2 ..	920.....	106.0
108.....	90.6 ..	420.....	100.4 ..	930.....	106.1
109.....	90.6 ..	430.....	100.5 ..	940.....	106.2
110.....	90.7 ..	440.....	100.7 ..	950.....	106.2
111.....	90.8 ..	450.....	100.8 ..	960.....	106.3
112.....	90.8 ..	460.....	101.0 ..	970.....	106.4
113.....	90.9 ..	470.....	101.2 ..	980.....	106.5
114.....	90.9 ..	480.....	101.3 ..	990.....	106.5
115.....	91.1 ..	490.....	101.5 ..	999.....	106.6
		500.....	101.6		

LOCKOUT/TAG OUT POLICY

Effective: February 2015

Revised:

I. PURPOSE

This policy establishes the minimum requirements for lockout of energy sources that could cause injury to personnel. All employees shall comply with the policy.

II. RESPONSIBILITY

The responsibility for seeing that this policy is followed is binding upon all employees. All employees shall be instructed in the safety significance of the lockout policy by the designated manager/supervisor. Each new or transferred affected employee shall be instructed by designated manager/supervisor in the purpose and use of the lockout policy.

III. TRAINING

Authorized employees will be trained on hazardous energy control procedures; and on the hazards related to performing activities required for cleaning, repairing, servicing, setting-up and adjusting prime movers, machinery and equipment prior to being allowed to conduct lockout/tag out operations, and whenever necessary to familiarize them with the lockout/tag out procedures being used. The training will include:

1. Purpose and use of lockout /tag out procedures;
2. Review of the City's Lockout/Tag out Policy;
3. Recognition of applicable hazardous energy sources;
4. Identification of types and magnitude of energy sources in the workplace;
5. Methods and means of energy isolation and control; and
6. Limitations of tag out.

Each affected employee will be instructed in the purpose and use of the energy control procedure.

All other employees, whose work operations may be in an area where energy control procedures may be utilized, will be instructed about the prohibition relating to attempts to restart or reenergize machines or equipment which are locked out or tagged out.

All training will be documented. The documentation will include: the date of the training, the names of attendees, the name of the instructor, and outline of the training contents. Training records will be maintained for at least five (5) years per the Records

IV. PREPARATION FOR LOCKOUT

A. USE OF SHARED LOCKOUT/TAG OUT DEVICES

1. Each department and/or division with employees authorized to perform work-requiring lockout/tag out (LOTO) procedures will maintain required LOTO station(s) or kit(s).
2. Utilize LOTO station(s) or kit(s) that are substantial and durable, and shall have the name of the department/division on it or be coded to know which department or division placed the lock or tag onto the equipment.
3. Have sufficient lockout/tag out devices to LOTO out that department/division's applicable equipment. Each LOTO station kit will consist of LOTO devices of the appropriate design for the equipment to be locked or blocked.
4. Employees authorized by his/her supervisor to perform lockout/tag out shall be certain as to which switch, valve, or other energy isolating devices apply to the equipment being locked out. More than one energy source (electrical, mechanical, or others) may be involved. The employee shall clear any questionable identification of sources with their supervisor(s).
5. Each employee will sign-out and sign back in all lockout and tag out device each time they remove the device from the station or kit. A log will be available at each LOTO station/kit for this purpose. Supervisors will be responsible for reviewing the logs, and maintaining them in a secure location for at least one (1) year.

B. SAFETY PERMITS

Depending on the nature of the job and type of facility, permits signed by designated supervisors should be obtained before beginning a lockout. A permit is not required in all cases and is at the discretion of the supervisor. Employees will be trained on the requirements and need of safety permits by their supervisor.

V. SEQUENCE OF LOCKOUT PROGRAM

1. Notify all affected employees that a lockout is required and the reason therefore.
2. Check to be sure that no one is operating the machinery BEFORE turning off the power. The machine operator will be informed before the power is turned off. Sudden loss of power could cause an injury or accident.
3. If the equipment is operating, shut it down by the normal stopping procedure.
4. Bleed, drain, and clean out steam, air, and hydraulic lines to ensure that there is no pressure in these lines, or in reservoir tanks. Release and block any mechanism under load or pressure, such as springs.
5. Sign out (see Appendix A) necessary LOTO device(s) from his/her department's or division's lockout station or box and place it on the equipment to be locked

out/tagged out.

6. Connect accident prevention tags to the machinery. Tag outs shall warn other workers not to attempt to operate the switch, valve, etc. due to the potential of hazardous energy release.
7. Apply a lock to each isolation point that will accept one. Isolation points that will not accept a lock shall be tagged only.
8. When the energy-isolating device cannot accept multiple locks or tags, a multiple lockout or tag out device (hasp) shall be used.
9. Test the main valve or main electrical disconnect to be sure that the power to the machine is off.
10. Check electrical circuits with proper and calibrated electrical testing equipment. Qualified personnel will perform this check. An electrical failure could energize the equipment, even if the switch is in the off position. Ensure that stored energy in electrical capacitors is safely discharged.
11. Return disconnects and operating controls to the off position after each test.
12. The equipment is now locked out. No one may remove the lock or the tag without proper authority.

VI. RESTORING EQUIPMENT TO SERVICE

When the job is complete and equipment is ready for testing or normal service, check the equipment area to see that no one is exposed. When equipment is clear, remove all locks. The energy isolating devices may be operated to restore energy to equipment.

VII. LOCKS & ACCIDENTAL PREVENTION TAGS

A. LOCKS

- a. Authorized employees shall be issued their own padlocks for lockout use.
 - i. Locks will be color-coded to identify each department and/or division.
- b. Padlocks shall be sufficient size and strength to adequately fit the energy control point being locked out.
- c. When more than one worker is servicing a piece of equipment that must be locked out, a lockout adaptor (hasp) can be used which allows each employee to place his/her lock on the disconnecting means. After the work is completed, each employee removes his/her lock and the machine is returned to service.

B. TAGS

- a. Tags or signs should be used in addition to locks, except when an energy isolation point will not accept a lockout device, the tag out shall be attached to the energy control device(s).
- b. Tag outs shall warn other workers not to attempt to operate the switch, valve, etc. due to the potential of hazardous energy release
- c. Tags must state the following:
 - i. Reason for the lockout,
 - ii. Name of the employee who is working on the equipment, and
 - iii. Date and time the tag was put in place.
- d. Tag out devices shall be capable of enduring at least 50 pounds of pull.
- e. Tags are not reusable

VIII. PROCEDURE INVOLVING MORE THAN ONE PERSON

In the preceding steps, if more than one individual is required to lock out equipment, each shall place lock on the energy isolating device(s). One designated individual of a work crew or a supervisor, with the knowledge of the crew, may lock out equipment for the whole crew. In such cases, it may be the responsibility of the individual to carry out all steps of the lockout procedure and inform the crew when it is safe to work on the equipment. Additionally, the designated individual shall not remove a crew lock until it has been verified that all individuals are clear.

IX. RULES FOR USING LOCKOUT PROCEDURE

All equipment shall be locked out to protect against accidental or inadvertent operation when such operation could cause injury to personnel. Do not attempt to operate any switch, valve, or other energy-isolating device bearing a lock or tag.

X. CONTRACTORS

Outside personnel (sub-contractors) who service or repair city equipment or machinery must comply with and follow this policy. City personnel will lockout and tag out the piece(s) of equipment. Once a contractor arrives to perform the work, the Contractor will apply its own locking devices, locks, and tags and take over responsibility for the job. After the contractor has taken responsibility for the equipment, the City employee(s) will remove the City's locks/tags. In those cases where City employees will be working with the Contractor, the City employees will apply their locks to any gang-locking device. Upon the Contractor completing their work, the Contractor should remove their lockout/tag out devices.

XI. INSPECTIONS

Routine inspections of the energy control procedures will occur at least annually, or whenever there is a significant change in the workplace, to evaluate the continued effectiveness of the energy control procedures and determine the necessity for updating the written policy.

XII. RECORDS RETENTION

A. TRAINING

1. Designated manager/supervisor will be responsible for maintaining training records for at least five (5) years.

B. INSPECTIONS

1. Designated manager/supervisor will be responsible for maintaining the inspection records in a secure location for at least one (1) year.

C. LOGS

1. Designated manager/supervisor will be responsible for reviewing the logs, and maintaining them in a secure location for at least one (1) year.

APPENDIX A

City of Duarte LOTO Sign-Out (Pre-Work)/Sign-In (Post-Work) Log

You must fill out this sheet before taking and when returning any lock or tag for Lockout/Tag out!

Lock or Tag Being Taken/Used (Be specific)	Sign-Out Date/Time	For What Piece of Equipment (name, location)	By Whom (name, job title)	Returned Date/Time	By Whom (name, job title)

City of Duarte Lockout/Tag out Inspection Form

For What Piece of Equipment (name, location)	Date/Time Locked or Tagged	Reason for Locking or Tagging	By Whom (name, job title)	Supervisor/Managers Signature	Date/Time Unlocked or Tagged	By Whom (name, job title)	Supervisor/Managers Signature

EMPLOYEE TRAINING CHECKLIST

This report is to be completed by the supervisor and new employee within five working days of employment or new job assignment. Additional forms are to be prepared as the employee receives safety training during the course of employment, but at least annually.

Name: _____

Date of Training: _____

Department Assigned: _____ Job Title: _____

I HAVE BEEN INSTRUCTED IN THE FOLLOWING SUBJECTS THAT ARE INDICATED:

- | | |
|---|----------|
| 1. Location and use of LOTO kits | Yes / No |
| 2. Safety rule enforcement procedures | Yes / No |
| 3. Purpose and use of lockout /tag out procedures | Yes / No |
| 4. Review of the City's Lockout/Tag out Policy | Yes / No |
| 5. Recognition of applicable hazardous energy sources | Yes / No |
| 6. Identification of types and magnitude of energy sources in the workplace | Yes / No |
| 7. Methods and means of energy isolation and control | Yes / No |

13. Personal protective equipment: List Items _____

14. List all training not indicated above (use back of form if necessary): _____

Employee Signature: _____ Date: _____

Follow up on employee will be observed by _____

Employee has performed operation to the satisfaction of the undersigned. An observation was complete on the date indicated.

Supervisor Signature: _____ Date: _____

EXCAVATIONS, TRENCHES, AND EARTHWORK POLICY

Effective: August 2010

Revised:

I. PURPOSE

To establish procedures for all excavations, trenches, and earthwork, consistent with Title 8, California Code of Regulations, Construction Safety Orders, Sections 1539 through 1541.

This directive establishes procedures and responsibilities for safeguarding personnel working in excavations and trenches. The following procedures shall be followed whenever it is determined that trenching or excavation shoring is necessary for Agency or contract employees.

II. RESPONSIBILITIES

All excavations, trenches and earthwork will be under the direction of a competent person. This person should be capable of identifying existing and predictable hazards in the surroundings, or working conditions that are unsanitary, hazardous, or dangerous to employees, and have authorization to take prompt corrective measures to eliminate them.

III. GENERAL PROVISIONS

- A. Before opening an excavation, all interferences such as trees, sidewalks, and foundations shall be removed or supported as necessary to protect employees and the public.
- B. The estimated location of utility and other underground installations that may be encountered during excavation work shall be determined before opening the excavation.
- C. When excavation operations approach the estimated location of underground installations, the exact location of the installations shall be determined by safe and acceptable means, usually by hand digging with an insulated shovel and the use of suitable gloves.
- D. If electric cables are damaged, the following steps shall be taken:
 - 1. If the damaged cable belongs to a utility other than the one performing the work, this utility shall be notified at once.

2. The area shall be barricaded and the public kept out until hazardous conditions can be eliminated.
- E. If gas lines are damaged, the following steps shall be taken as soon as possible:
1. The hole shall be left open to allow the gas to dissipate into the atmosphere.
 2. All possible sources that may ignite the gas shall be removed or eliminated.
 3. Residents in the area shall be warned when necessary and the public kept out.
 4. The local fire department shall be notified immediately.
 5. The local police department shall be notified.
- F. If communication cables are damaged, the communication company shall be notified.
- G. While the excavation is open, underground installations shall be protected, supported or removed to safeguard employees.
- H. A stairway, ladder, ramp or other safe means of egress shall be loaded in trench excavations that are four feet or more in depth so as to require no more than twenty five feet of lateral travel.
- I. Employees exposed to vehicular traffic shall wear orange reflective vests and other suitable garments.
- J. No employee shall be permitted underneath loads handled by lifting or digging equipment. Employees shall wear hard hats and stand away from any vehicle being loaded or unloaded to avoid being struck by any spillage or falling materials.
- K. When mobile equipment is operated adjacent to an excavation and the operator does not have a clear and direct view of the edge of the excavation, a warning system such as barricades, a spotter, or stop logs shall be utilized. If possible, the grade should be away from the excavation.
- L. Employees shall not work in excavations in which there is accumulated water or in excavations in which water is accumulating unless adequate precautions have been taken to protect employees against the hazards posed by water accumulation. The precautions necessary to protect employees adequately vary with each situation, but could include special support or shield systems to protect from cave-ins, water removal to control the level of accumulating water, or use of a body harness and life line.

- M. If excavation work interrupts the natural drainage of surface water (such as streams), diversion ditches, dikes, or other suitable means shall be used to prevent surface water from entering the excavation and to provide adequate drainage of the area adjacent to the excavation.
- N. Where the stability of adjoining buildings, walls, or other structures is endangered by excavation operations, support systems such as shoring, bracing, or underpinning shall be provided.
- O. Employees shall be protected from excavated materials or equipment that could fall or roll into excavations. Protection shall be provided by placing and keeping such materials or equipment no less than two feet from the edge of excavations or by using retaining devices that are sufficient to prevent materials or equipment from falling or rolling into the excavation.
- P. Daily inspections of excavations, the adjacent areas, and protective systems shall be made by a competent person for evidence of a situation that could result in possible cave-ins, failure of protective systems, hazardous atmospheres, or other hazardous conditions. An inspection shall be conducted before starting work and, as needed, throughout the shift. Inspections shall also be made after every rainstorm. Where the competent person finds evidence of a situation that could result in a possible cave-in, failure of protective systems, hazardous atmospheres, or other conditions, exposed employees shall be removed from the hazardous area until the necessary precautions have been taken to ensure their safety.
- Q. Where employees or equipment are required or permitted to cross over excavations, walkways or bridges with standard guardrails shall be provided.
- R. When excavations are left open, warning devices, barricades or guardrails shall be placed to adequately protect the public and employees.
- S. At the end of each workday, as much of the excavation as practical shall be closed. No more trench shall be open at one time than is necessary.
- T. Proper warning devices shall protect mechanical excavating equipment that is parked or operating on streets or highways.
- U. When it is necessary to leave excavating equipment unattended, the blade, bucket, or scoop shall be lowered to the ground and the ignition system locked.

IV. PROCEDURES:

- A. Each employee in an excavation shall be protected from cave-ins by an adequate protective system, either sloping or benching, or by a shoring or shield system.

- B. When choosing a protective system, a competent person shall take into consideration soil type, vibration sources, previously disturbed soil, layered soil, presence of water, heavy equipment work adjacent to the excavation, limited work area, and other hazard-increasing conditions.
- C. Shoring and shield systems shall be installed and removed in a manner that protects employees from cave-ins, structural collapses, or from being struck by members of the shoring or shield system.
- D. Removal of shoring systems shall begin and progress from the bottom of the excavation. Members shall be released slowly so as to note any indication of possible cave-ins of the side of the excavation or possible failure of the remaining members.
- E. Shields shall be installed in a manner to restrict lateral or other hazardous movement of the shield in the event of the application of a sudden lateral load.
- F. Employees shall be protected from the hazards of cave-ins when entering or exiting the areas protected by shields.
- G. Employees shall not be allowed in shields when shields are being installed, removed, or moved vertically.
- H. A registered professional engineer shall design sloping or benching, shoring or shielding, for excavations greater than 20-feet depth. Excavations less than 20-feet also have maximum slope requirements based on soil type.
- I. "Competent person" as used in this section is a person who meets all the requirements as set forth in CAL-OSHA, CCR, Title 8, Article 6, Excavations.

V. REFERENCES

CCR, Title 8, CSO Section 1504, Definitions

CCR, Title 8, CSO Section 1539-43, Excavations

CCR, Title 8, GISO Section 17953

VEHICLE USE POLICY

Effective: October 2015

Revised:

I. PURPOSE

This policy establishes procedures regarding the use of City owned and employee owned vehicles operated during the course of City business. Use of City owned vehicles shall be relied upon as the primary means of vehicle usage, as it provides the greatest control over operating costs, usage, maintenance, inspection, and insurance.

II. AUTHORITY

This policy has been approved by the City in matters regarding the use of vehicles operated during the course of City business.

III. POLICY

A. Definitions

Accident Kit (Red Book): An information packet that should be kept in the vehicle's glove box to include a pen, Driver's Report of Accident, Information Exchange cards, Witness cards, and first response instructions after an accident. An Accident Kit (Red Book) is available from the Transit Supervisor.

City Business: Activities that require the use of a vehicle and are authorized by the employee's supervisor. In the use of personal vehicles, City business also means that the operator is being reimbursed for mileage expenses that they submit for according to Internal Revenue Service guidelines.

City Owned Vehicle: A vehicle owned by the City, and assigned on a shared, designated, or permanent basis.

Commercial Motor Vehicle (CMV): Any self-driven or towed vehicle used on public highways in interstate commerce to transport passengers or property when: 1) The vehicle has a gross vehicle weight rating or gross combination weight rating of 10,001 or more pounds; or 2) The vehicle is designed to transport more than 15 passengers, including the driver; or 3) The vehicle is used in the transportation of hazardous materials in a quantity requiring placarding under regulations issued by the Secretary of Transportation under the Hazardous Materials Transportation Act (49 U.S.C. App. 1801-1813). (49CFR350) (49CFR390)

Non-Preventable Accident: The vehicle operator did everything reasonably possible to prevent the accident.

Preventable Accident: The vehicle operator failed to do everything reasonably possible to prevent the accident.

Privately Owned Vehicle: A personally owned vehicle used by an employee, whether owned by the employee or not.

Vehicle Operator: An employee who is operating a City owned vehicle or a personally owned vehicle on City business.

B. Use of City vehicles must be approved by immediate supervisor and scheduled if appropriate.

C. The Transit Supervisor shall maintain a list of employees authorized to drive City owned or privately owned vehicles on City business, and shall be responsible for overseeing the implementation of applicable driver training programs and ensuring that employees attend required training as needed.

D. The Transit Supervisor shall coordinate applicable driver-training programs and shall maintain attendance records. The Human Resources Division shall ensure that driver's license information is maintained in each employee's file. The Transit Supervisor shall receive and record Department of Motor Vehicles Pull Notice reports and notify Human Resources and supervisors when necessary.

E. The Administrative Services Director shall review all accidents to determine whether an accident was preventable or non-preventable, and make disciplinary recommendations to Supervisor as needed.

F. Supervisors shall routinely monitor the driving of each employee while performing the job-related driving responsibilities. Supervisors will be made aware of any driving record notification that the City receives. Supervisors shall report accidents as indicated in Section XI.

G. Employees authorized to use special purpose vehicles will maintain and comply with vehicle specific training and licensing requirements as defined by any relevant rules and regulations, and/or the California Department of Motor Vehicles, and/or the employees job classification minimum qualifications.

H. The City reserves the right to request at any time that any City employee promptly provide driver license information when notified that their job duties include driving a City owned vehicle and driver license and insurance information when driving a privately owned vehicle. Employees will comply with the requirements of this policy. Failure to comply may result in disciplinary action, up to and including termination.

IV. VEHICLE TYPES AND USE

A. Use of City owned vehicles

1. City owned vehicles are categorized and restricted based upon type and use:

a) Vehicles kept overnight at City facilities, assigned for use on a shared or designated basis for daily City business. Personal use is expressly prohibited.

b) Vehicles assigned to management on a permanent basis, used for daily commuting to and from the City. According to the Internal Revenue Service, commuting to and from work and other incidental personal usage is not official use, and reported as taxable income.

c) Vehicles for emergency or on-call use, authorized for use to and from work to respond on a 24-hour basis. Employees authorized to operate emergency or on-call vehicles may make reasonable, but limited stops before and after work shifts for traveling to and from work. According to the Internal Revenue Service, commuting to and from work and other incidental personal usage is not official use, and reported as taxable income.

2. Only City employees and authorized City volunteers are permitted to operate City owned vehicles.

3. Prior to driving a City owned vehicle, employees shall contact the Transit Supervisor or designee to reserve vehicles through the calendar located in the Transit Department.

4. City owned vehicles are for transporting employees whose duties require a motor vehicle, and other persons to conduct business activities important to City interests only.

5. Employees who are permanently assigned a City owned vehicle or assigned department use of a vehicle are responsible for ensuring that only those persons with a valid driver's license and on official City business are allowed the use of the City owned vehicle.

6. Misuse (negligent or reckless operation) of city owned automobiles on City time or business will be considered a serious breach of these rules and regulations and will be grounds for appropriate disciplinary action.

B. Use of Privately Owned Vehicles

The use of an employee's personal vehicle may be preferable and more efficient for official City business if a City owned vehicle is not available. Under those circumstances, the following policy will apply:

1. An employee may use his or her privately owned vehicle for City business upon direct authorization by the supervisor.
2. Each employee using a privately owned vehicle for City business is responsible for maintaining valid automobile insurance and maintaining their vehicle in a safe operable condition.
3. Employees using a privately owned vehicle for City business shall maintain accurate records of the purpose and extent of travel, and may submit reimbursement claims per the City's reimbursement policy. The mileage allowance is intended to cover the employee's cost of operating and insuring the vehicle on City business. The employee is responsible for all operating expenses of the privately owned vehicles including but not limited to, gasoline, oil, maintenance, wear and tear, depreciation and insurance.
4. The City is not liable for any damage to an employee's privately owned vehicle, unless caused by the City's negligence (employee's negligence excepted). Employees are responsible for notifying his/her supervisor, the Department of Motor Vehicles, and the employee's insurance company in case of an accident. If an employee is responsible for an accident while driving a City owned or personally owned vehicle, he/she is responsible for any increase in his or her personal automobile insurance premium.
5. Misuse (negligent or reckless operation) of private automobiles on City time or business will be considered a serious breach of these rules and regulations and will be grounds for appropriate disciplinary action.

V. NON-CITY EMPLOYEES (VOLUNTEERS/CONTRACTORS/OTHER)

- A. Generally, non-City employees are prohibited from driving City vehicles. Non-City employees may be authorized to drive City vehicles on a case-by-case basis. Such authorization must meet the requirements set forth for City employees in addition to complying with the terms described in this policy.
- B. Non-City employees authorized to drive any vehicle (City or personal) in the course of conducting City business must possess a valid California State Driver License appropriate to the type of vehicle being driven and must also be able to furnish proof of current liability insurance upon request, as required by the California Insurance Code §11580.1b.
- C. Non-City employees authorized to drive City vehicles must also obtain authorization from the City Manager as recommended by the City's Department Director (or designee) who is responsible for the services being provided by the non-City employee. This is in addition to the requirements provided above.
- D. Non-City employees authorized to drive a City vehicle must be at least 18 years of age.

E. Non-City employees authorized to use special purpose vehicles will maintain and comply with vehicle specific training and licensing requirements as mandated by any relevant rules and regulations, and/or the California Department of Motor Vehicles.

F. Non-City employees authorized to drive a City vehicle on City business shall immediately cease driving the vehicle and notify the Department Director (or designee) who is responsible for the services being provided by the non-City employee in writing of the suspension, revocation, cancellation, expiration, lost privilege, disqualification, or other action affecting the status of their driver license or their authority to drive a vehicle.

G. Non-City employees who are unable to comply with these requirements shall not be permitted to drive any vehicle (City or personal) to conduct City business and may not drive onto any City property or City facility.

VI. MILEAGE REIMBURSEMENT

A. To be eligible for reimbursement, the employee shall maintain a valid driver's license, auto liability insurance as required by the California Insurance Code §11580.1b, and use safe driving techniques.

B. Automobile mileage is reimbursed at Internal Revenue Service rates presently in effect (see www.irs.gov). These rates are adjusted by the IRS on a regular basis and are designed to compensate the driver for gasoline, insurance, maintenance, and other expenses associated with operating the vehicle. A clear description of mileage incurred on City business must be submitted for reimbursement. Please note that mileage reimbursement does not apply to car rentals.

C. Rental rates that are equal or less than those available through the State of California's website (www.catravelmart.com) shall be considered the most economical and reasonable for purposes of reimbursement under this policy. Mileage reimbursement rates will not be paid for rental vehicles; only the cost of car rental and any receipted fuel expenses.

VII. DRIVER TRAINING

A. Employees authorized to operate City vehicles or private vehicles to conduct official City business may be required to complete a defensive driver-training course.

B. Special Purpose/Commercial Vehicles - Employees required to operate specialized vehicles such as aerial lifts, dump trucks, water truck and other heavy vehicles shall be trained in the specific use of such vehicles by their supervisor or designee.

C. Refresher training and re-evaluation may be required if the operator is involved in an accident or near-miss incident, if the operator has been observed using the vehicle in an unsafe manner, or significant changes are made at the workplace that could affect safe operation of a vehicle.

D. Employees required to participate in defensive driver training may be required to repeat training at least once every five (5) years.

VIII. GENERAL GUIDELINES

A. Employees shall obey all Federal, State and local laws while operating City owned or privately owned vehicles on official City business.

B. Employees are not permitted, under any circumstances, to operate a City vehicle or a personal vehicle for City business when any physical or mental impairment causes the employee to be unable to drive safely.

C. Employees shall not operate any City vehicle at any time or operate any personal vehicle while on City business while using or consuming alcohol, illegal drugs or prescription medications that may affect their ability to drive.

D. No smoking is allowed in any City-owned vehicle.

E. Employees operating a City owned or privately owned vehicle shall ensure that all persons in the vehicle use seat belts and are properly adjusted before starting the engine.

F. When transporting cargo, materials or tools, the vehicle operator is responsible for securing such items

G. No person shall be allowed to ride on running boards, fenders, hoods, tailgates, beds or other locations on a vehicle not designed or approved by the vehicle manufacturer for passenger seating. An exception to this shall be vehicles designed and equipped for passengers outside the cab area.

H. Any injuries sustained by the vehicle operator or other employees while operating a vehicle on City business shall be covered by workers' compensation.

I. When the vehicle operator is determined to be involved in a preventable accident, the Transit Supervisor shall recommend disciplinary action subject to review and approval by the supervisor.

J. Any employee operating a City owned vehicle, regardless of frequency, is responsible for the proper care and operation of that vehicle while under the employee's control.

K. Before operating the vehicle, the employee shall check to make certain that all vehicle safety equipment including headlights, turn signals, brake lights and windshield washers are functioning properly.

L. Any vehicle damage beyond normal wear and tear or that includes defects affecting the safe operation of the vehicle must be documented and reported to the employee's supervisor and the Transit Supervisor.

M. No employee shall operate a City owned vehicle found to be in an unsafe condition.

IX. PURPOSE

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- B. Non-City employees authorized to drive any vehicle (City or personal) in the course of conducting City business must possess a valid California State Driver License appropriate to the type of vehicle being driven and must also be able to furnish proof of current liability insurance upon request, as required by the California Insurance Code §11580.1b.

- C. Non-City employees authorized to drive City vehicles must also obtain authorization from the City Manager as recommended by the City's Department Director (or designee) who is responsible for the services being provided by the non-City employee. This is in addition to the requirements provided above.
- D. Non-City employees authorized to drive a City vehicle must be at least 18 years of age.
- E. Non-City employees authorized to use special purpose vehicles will maintain and comply with vehicle specific training and licensing requirements as mandated by any relevant rules and regulations, and/or the California Department of Motor Vehicles.
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- G. Non-City employees who are unable to comply with these requirements shall not be permitted to drive any vehicle (City or personal) to conduct City business and may not drive onto any City property or City facility.

XIV. MILEAGE REIMBURSEMENT

- A. To be eligible for reimbursement, the employee shall maintain a valid driver's license, auto liability insurance as required by the California Insurance Code §11580.1b, and use safe driving techniques.
- B. Automobile mileage is reimbursed at Internal Revenue Service rates presently in effect (*see* www.irs.gov). These rates are adjusted by the IRS on a regular basis and are designed to compensate the driver for gasoline, insurance, maintenance, and other expenses associated with operating the vehicle. A clear description of mileage incurred on City business must be submitted for reimbursement. Please note that mileage reimbursement does not apply to car rentals.
- C. Rental rates that are equal or less than those available through the State of California's website (www.catravelsmart.com) shall be considered the most economical and reasonable for purposes of reimbursement under this policy. Mileage reimbursement rates will not be paid for rental vehicles; only the cost of car rental and any receipted fuel expenses.

XV. DRIVER TRAINING

- A. Employees authorized to operate City vehicles or private vehicles to conduct official City business may be required to complete a defensive driver-training course.
- B. Special Purpose/Commercial Vehicles - Employees required to operate specialized vehicles such as aerial lifts, dump trucks, water truck and other heavy vehicles shall be trained in the specific use of such vehicles by their supervisor or designee.
- C. Refresher training and re-evaluation may be required if the operator is involved in an accident or near-miss incident, if the operator has been observed using the vehicle in an unsafe manner, or significant changes are made at the workplace that could affect safe operation of a vehicle.
- D. Employees required to participate in defensive driver training may be required to repeat training at least once every five (5) years.

XVI. GENERAL GUIDELINES

- A. Employees shall obey all Federal, State and local laws while operating City owned or privately owned vehicles on official City business.
- B. Employees are not permitted, under any circumstances, to operate a City vehicle or a personal vehicle for City business when any physical or mental impairment causes the employee to be unable to drive safely.
- C. Employees shall not operate any City vehicle at any time or operate any personal vehicle while on City business while using or consuming alcohol, illegal drugs or prescription medications that may affect their ability to drive.
- D. No smoking is allowed in any City-owned vehicle.
- E. Employees operating a City owned or privately owned vehicle shall ensure that all persons in the vehicle use seat belts and are properly adjusted before starting the engine.
- F. When transporting cargo, materials or tools, the vehicle operator is responsible for securing such items
- G. No person shall be allowed to ride on running boards, fenders, hoods, tailgates, beds or other locations on a vehicle not designed or approved by the vehicle manufacturer for passenger seating. An exception to this shall be vehicles designed and equipped for passengers outside the cab area.
- H. Any injuries sustained by the vehicle operator or other employees while operating a vehicle on City business shall be covered by workers' compensation.

I. When the vehicle operator is determined to be involved in a preventable accident, the Transit Supervisor shall recommend disciplinary action subject to review and approval by the supervisor.

J. Any employee operating a City owned vehicle, regardless of frequency, is responsible for the proper care and operation of that vehicle while under the employee's control.

K. Before operating the vehicle, the employee shall check to make certain that all vehicle safety equipment including headlights, turn signals, brake lights and windshield washers are functioning properly.

L. Any vehicle damage beyond normal wear and tear or that includes defects affecting the safe operation of the vehicle must be documented and reported to the employee's supervisor and the Transit Supervisor.

M. No employee shall operate a City owned vehicle found to be in an unsafe condition.

XVII. USE OF ELECTRONIC DEVICES

Safe driving practices as well as the California Vehicle Code require the use of a hands-free device while using cell phones during the operation of a motor vehicle. Employees shall refrain from operating laptop computers, navigational devices and any other device that may cause vehicle operator distraction while operating a vehicle in the course of conducting City business.

XVIII. RENTAL VEHICLES

When it is necessary for a City employee to use a rental vehicle for City business, the employee shall use a City approved rental agency. Optional loss damage coverage should be purchased from the rental agency at the time of rental.

XIX. ACCIDENT REPORTING REQUIREMENTS

All accidents involving a City owned vehicle, rented or leased vehicle or privately owned vehicle used in the performance of City business must be reported, regardless of severity. All accidents must be reported as follows:

A. The vehicle operator shall summon medical care for any injured parties.

B. A police report should be obtained. If the accident occurred locally the Temple Station should be contacted at (626) 448-9861. If the accident occurred out of the area please contact the local law enforcement agency.

C. **DO NOT ADMIT GUILT**-Do not discuss the accident with anyone except your employer, our claim representative and the police.

D. An employee shall under no circumstance offer and/or attempt to pay for damages.

E. The vehicle operator shall notify his/her supervisor of the accident. The supervisor shall be responsible for initiating the departmental investigation of the accident, completing all required City reports and notifying the Transit Supervisor. In the event of serious bodily injury, an Incident Report form shall be completed by the supervisor and given to the Administrative Services Director for submission to the City's insurance carrier.

F. The supervisor shall notify the City's Administrative Services Director of the accident and provide any necessary forms.

G. **EXCHANGE INFORMATION**-In the event that the law enforcement agency refuses to take a police report, give your name, employer's name (City of Duarte), City address, vehicle registration information, proof of insurance, and driver's license number to the other party. Registration and proof of insurance are located in the City owned vehicle's Accident Kit (Red Book).

1. Secure the names and addresses of any witnesses or first persons at scene (use green witness cards located in pocket folder in Red Book).

2. Secure the names of passengers at the time of the accident (use green witness cards located in pocket folder in Red Book).

3. Secure name of the other party(s) involved in the accident (use yellow information exchange card located in pocket folder in Red Book).

H. Take pictures of the scene and all damages and turn in to supervisor the same day.

I. Complete accident report at scene and turn in to supervisor same day.

J. The vehicle operator shall complete the "Accident Report" located in the City owned vehicle's Accident Kit (Red Book) and turn in to supervisor or designee same day.

K. The vehicle operator must report the accident to the DMV if more than \$750 in property damage, or anyone was injured (no matter how slight) or killed. The report must be filed, whether the vehicle operator caused the accident or not and even if the accident occurred on private property. The report must be made on the California Traffic Accident Report, form SR 1, and must be made within ten days of the accident. If the report is not filed with the DMV, the vehicle

operator's driving privilege will be suspended. The police or California Highway Patrol will not file this report. 1

L. Under Section 19D (Substance Abuse Policy) of the Personnel Rules and Regulations, the City reserves the right to require an alcohol/drug test whenever an accident occurs and/or there is reasonable suspicion.

XX. THEFT

In the event of the theft of a City vehicle, notify local police and the Transit Supervisor immediately. The City will not accept liability for theft or damage to a personal vehicle used for City business. It is the responsibility of the employee to purchase collision and/or comprehensive insurance, and failing to do so, will be deemed a self-insurer in that regard.

XXI. INSURANCE REQUIREMENTS

A. Proof of insurance may be required before any privately owned vehicle can be authorized for City business. The City reserves the right to request, at any time, that any City employee promptly provide proof of insurance when notified that their job duties include driving a City owned or privately owned vehicle.

B. Employees who are authorized to use privately owned vehicles on agency business shall maintain coverage in the minimum amounts of \$25,000/\$30,000/\$5,000, per Section 29 (Use of Private Automobiles) of the City's Personnel Rules and Regulations.² The employee is responsible for providing proof of coverage to the employer as needed.

C. California Insurance Code §11580.9 states that where two or more policies affording valid and collectible liability insurance apply to the same motor vehicle in an occurrence out of which a liability loss shall arise, it shall be conclusively presumed that the insurance afforded by that policy in which the motor vehicle is described or rated as an owned vehicle is primary and the insurance afforded by any other policy shall be excess.

D. The Agency shall not be responsible for any increase in the employee's automobile insurance premium as a result of an accident.

E. In the event of an accident, the employee is responsible for paying any deductible required by the insurance company.

1 California Vehicle Code, Section, 16000(b) – A report is not required under subdivision (a) if the motor vehicle involved in the accident was owned, or leased by, or under the direction of, the United States, this state, another state, or a local agency.

2 California Insurance Code, Section 11580b, sets the minimum liability insurance requirements for private passenger vehicles: \$15,000 for injury/death to one person, \$30,000 for injury/death to more than one person, \$5,000 for damage to property.

F. If insurance coverage is canceled, terminated, lapsed, or curtailed for any reason, the employee must notify the immediate supervisor and the vehicle shall not be used for City business.

G. When an employee operating a City owned vehicle is involved in an accident, defense and settlement of any claim shall be the responsibility of the California JPIA, to the maximum protection limit (the California JPIA Memorandum of Coverage provides automobile liability coverage to all member entities, their Agency councils, commissions, committees, and employees). If an employee operating an Agency owned vehicle is sued independently as a result of an at-fault accident, the California JPIA may provide coverage to that employee if the accident qualifies as a covered occurrence

H. Should an employee using a privately owned vehicle on Agency business be involved in an accident resulting in injury or property damage, the employee's own insurance carrier shall respond to defend the employee. Should a claim exceed the limits of the employee's own insurance, the California JPIA liability protection program would respond in an excess capacity if the accident qualifies as a covered occurrence.

XXII. DRIVER'S LICENSE

A. The City reserves the right to request, at any time, that any City employee promptly provide insurance and driver license information when notified that their job duties include driving a City owned or privately owned vehicle. Obtaining a driver's license is a personal expense and the City shall not incur any associated costs.

B. City employees must maintain a driver's license for the class of vehicle to be driven.

C. An employee whose driver's license is suspended or revoked for any reason must notify their supervisor no later than the first workday following suspension or revocation of their driver's license. Such employee shall not be allowed to operate any City owned or privately owned vehicles on City business.

D. Employees who possess temporary driving permits or hardship licenses shall not be permitted to operate City or privately owned vehicles in the performance of official City duties.

XXIII. REVIEW OF DRIVING RECORD

A. The City shall enroll employees and authorized non-employees that operate City owned or privately owned vehicles on City business in the Department of Motor Vehicles (DMV) Pull Notice Program. When a vehicle operator has received a violation, the DMV assigns points according to the type of violation, and automatically sends notification to the City. Appendix B contains a list of violation point counts.

- B. In compliance with Vehicle Code Section 1808.47, information received from the DMV shall be used solely for the intended purpose, and kept in an electronic file with limited access. Under no circumstances shall addresses or other information be given to a third party.
- C. Employees accumulating four or more points in a 12 month period or six in a 24 month period or eight in a 36 month period may have City driving privileges suspended at the discretion of the Administrative Services Director.
- D. Employees involved in a preventable collision or demonstrating questionable driving capabilities shall be required to attend remedial training in defensive driving. An employee may be regarded as having questionable capabilities based on a review of points assigned by the DMV for citations or vehicular accidents.
- E. Employees involved in preventable accidents or have a disqualifying action taken against their driver's license shall be subject to disciplinary action, the severity determined by the nature of the offense and the employee's past driving and disciplinary action records.
- F. Employees involved in two or more preventable accidents within a 36 month period while operating an City owned or privately owned vehicle in the performance of official City business shall be subject to disciplinary action up to and including suspension of City driving privileges.
- G. Employees convicted of driving while under the influence of drugs or alcohol (DUI) or refusing to submit to a lawful roadside sobriety test are subject to disciplinary action up to and including suspension of City driving privileges.
- H. Intentional abuse, moving violations, reckless operation, or negligent actions while operating any vehicle may result in the suspension of employee driving privileges and further disciplinary action.
- I. Temporary or permanent suspension of City driving privileges for employees whose position requires operation of a vehicle shall be considered a loss of the ability to perform an essential job function.
- J. If an employee has City driving privileges suspended, the City shall attempt to arrange for the employee to perform the essential functions of the job. If such accommodation is not possible or creates an unreasonable hardship for the City or coworkers, loss of City driving privileges shall be considered just cause for reassignment to a position that does not require operation of a vehicle at a pay rate commensurate with that position. If no such position is open, the employee may be terminated.

XXIV. RECORDS RETENTION

A. Training documentation shall include the employee's name, training date, type of training, instructor's name and an outline of what was presented or be recorded on a training checklist. This documentation will be maintained for at least five (5) years per the Records Retention Schedule for the City of Duarte Human Resources Division.

B. Medical and exposure records will be maintained per legal requirements.

C. All other records pertaining to the Vehicle Use Policy will be maintained per legal requirements.

XXV. ACKNOWLEDGEMENT

Upon receipt of this policy, employees shall sign a form acknowledging that he or she is aware of this policy, including the legal issues arising out of the use of his or her privately owned vehicle on City business.

XXVI. REFERENCES

Vehicle Code Sections 464, 1808.47, 12810, 16056, 27315

California Insurance Code §11580.1b

Cal. Veh. Code §1808.47.

Hazardous Materials Transportation Act (49 U.S.C. App. 1801-1813).
(49CFR350) (49CFR390)

Appendix A
Employee Acknowledgement of Vehicle Usage Policy

This is to acknowledge that I have received a copy of the City of Duarte's Vehicle Usage Policy and that I have read the policy and understand my rights and obligations under the Policy.

As a driver of a City vehicle or my own vehicle on the City's behalf, I understand that it is my responsibility to operate the vehicle in a safe manner and to drive defensively to prevent injuries and property damage. I also understand that I must have a valid driver's license for the type of vehicle to be operated and keep the licenses(s) with me at all times while driving. I also understand that I must maintain and carry proof of insurance when driving my personal vehicle on City business. I agree to comply with all applicable regulations.

I understand that my employer may enroll me in the Department of Motor Vehicles Pull Notice Program to receive a driver record report at least once every twelve (12) months or when any subsequent conviction, failure to appear, accident, driver's license suspension, revocation, or any other action is taken against my driving privilege during my employment.

I understand that this Policy represents only current policies, procedures, rights and obligations and does not create a contract of employment. Regardless of what the Policy states or provides, the City retains the right to add, change or delete provisions of the Policy and all other working terms and conditions without obtaining another person's consent or agreement.

My signature below further signifies that I have read this Policy and that I accept and will abide by all of its provisions.

EMPLOYEE NAME (PRINT) _____

DRIVERS LICENSE NUMBER _____

EMPLOYEE SIGNATURE _____

DATE _____

Appendix B Common California Vehicle Code Violations Used In Negligent Operator Counts

Violation Point Assessment

Violation points are assigned to Vehicle Code sections and any other code section, or city or county ordinance, involving the safe operation of a motor vehicle. Any violation occurring as a pedestrian or a bicyclist has no point assigned. The department may suspend and place on probation, or revoke, the driving privilege of a negligent operator.

Per Vehicle Code section 12810.5a, a Class C negligent operator has

- 4 or more points in 12 months,
- 6 in 24 months, or
- 8 in 36 months.

Although a Class A or B driver without a special certificate may be allowed 2 additional points, a violation received in a commercial vehicle carries 1 1/2 times the point count normally assessed (12810.5b VC). A minor, under 18 years of age, may receive a 30-day restriction for 2 points in 12 months, or be suspended for 3 points in 12 months (12814.6 VC).

One Point Count California Vehicle Code Violations

Section	Violation
2800	Disobedience to traffic officer
2800.1	Evading peace officer
2801	Disobedience to fire official
2803, 2803a, 2803b, 2803c	Unsafe vehicle load
2815	Disregarding non-student crossing guard
2816	Youth bus/children crossing highway
2817	Disregarding funeral escort officer
2818	Crossing safety flares/cones
14601.5	Driving, suspended/revoked for refusing test
14603	Violation of license restrictions
21100.3	Disregarding traffic officer's directions
21209, 21209a	Driving in bicycle lane
21367, 21367a, 21367b, 21367c	Disobedience to traffic signs/controller
21451, 21451a, 21451b	Illegal movement/green light/arrow
21452, 21452a	Illegal movement/yellow light/arrow
21453, 21453a, 21453b, 21453c	Illegal movement/red/light/arrow
21454, 21454a - d, 21455	Traffic signals
21457, 21457a, 21457b	Disobedience to flashing signals
21460a, 21460b	Double lines/one broken line
21460.5c	Use of two-way left turn lane
21461, 21461a, 21462	Disobedience to traffic control device
21650, 21650a - f	Keep right

21651, 21651a	Crossing divided highway
21652	Entering highway from service road
21654, 21654a, 21654b, 21655, 21655b	Lane use/slow moving vehicle
21655.8	High-occupancy vehicle lane/entering/exiting
21656 - 21662, 21662a, 21662b	Improper lane use
21663	Driving on sidewalk
21664	Freeway ramp/entering/exiting
21700	Load obstructing driver's view
21701	Interfering with driver's control of vehicle
21702, 21702a, 21702b	Driving hours limitation
21703, 21704, 21704a, 21705, 21706	Following too closely
21707	Driving in fire area
21709	Driving in safety zone
21711	Towed vehicle swerving
21712, 21712a, 21712d, 21712f, 21715, 21715a, 21715b	Unlawful riding/towing
21717	Turning across bicycle lane
21750 - 21757, 21758, 21759	Illegal passing
21800 - 21804, 21804a, 21804b	Right-of-way
21805, 21805b	Yielding right-of-way to horseback rider
21806, 21806a	Yielding right-of-way to emergency vehicle
21807	Unsafe operation of emergency vehicle
21950, 21950a, 21951, 21952	Yielding right-of-way to pedestrian
21954, 21954b	Due care for pedestrian on roadway
21960a	Prohibited use of freeway
21963	Yielding right-of-way to blind pedestrian
22100 - 22105	Turning and U-turns
22106	Unsafe staring/backing of vehicle
22107 - 22111, 22111a, 22111b, 22111c	Signaling turns and stops
22112, 22112a	School bus signaling
22348, 22348a, 22348c	Speed/use of designated lanes
22349, 22349.5	Maximum speed
22350, 22351, 22352, 22352a, 22352b	Basic/prima facie speed limit
22354, 22355	Exceeding posted/freeway speed limit
22356, 22356b	Maximum speed 70 mph
22357, 22358.4	Speed in excess of local limits
22359, 22360, 22361	Speed in excess of local limits
22362	Speed/construction zone
22363	Restricted speed/weather conditions
22364	Speed/traffic lanes
22400, 22400a, 22400b	Driving too slow
22405, 22405a	Speed/bridge/tunnel
22406, 22407	Maximum designated vehicle speed
22409, 22410	Speed/solid/metal tires
22413	Speed limit on grades
22450, 22451, 22452, 22452a, 22452b	Stop required/railroad crossing
22454	Stop for school bus
23109, 23109b, 23109d	Speed contest/aiding or abetting
23116, 23116a	Transporting person in truck load space

23127	Driving on trails and paths
23220	Drinking while driving
23222, 23222a, 23222b	Marijuana or open container/driving
23235	Ignition interlock verification
23244, 23244b	Defeating ignition interlock device
23253	Disobedience to toll highway officer
23270, 23270a	Unauthorized towing
23330, 23330c	Width/load of vehicle at crossing
23336	Disobedience to sign/vehicle crossing
24002, 24002a, 24002b	Unsafe/unlawfully equipped vehicle
24004	Operation after notice by officer
24250	Lighting equipment
24409, 24409a, 24409b	Failure to dim lights
24604	Lamps/flag for extended load
25103, 25103a, 25103b	Lamps on projecting load
26301, 26302, 26302a, 26302b, 26302c	Brakes
26303, 26304, 26304a, 26304b	Brakes/combination vehicles
26307	Forklift truck brakes
26311, 26311a, 26311b, 26311c	All wheel service brakes
26456, 26457	Brakes/stopping distance
26458, 26458a, 26458.5	Braking system/towing vehicles
26502a	Adjustment/use of air brakes
26503 - 26506, 26506a, 26507	Airbrake system
26508, 26508a - c, 26508e - k, 26508o	Emergency stopping system
26520, 26521, 26522	Vacuum brakes
27360, 27360a - c, 27360.5, 27360a - c	Child Passenger restraint
27363, 27363b	Child seat belt
27800, 27801, 27801a, 27801b	Motorcycle/passengers and equipment
29001, 29002	Fifth wheel connecting/locking device
29003a, 29003b, 29003c	Hitch and coupling device
29004, 29004a - c, 29006, 29006a	Towed vehicle coupling
29201	Pole dolly/load and length
31301, 31301a	Caldecott tunnel restrictions
31303, 31303b, 31303c, 31303e	Hazardous waste transportation
31402	Farm labor vehicle/unsafe operation
31540, 31504b	Removable containers/regulations
31614, 31614a, 3164b, 31614d - f 31614h, 31614i	Explosives transportation
32104, 32104a, 32104b, 32105, 32105a, 32105c-e	Inhalation hazard transportation
32106, 32106a - d	Inhalation hazard transportation
34102	Tank vehicle regulations
34501.2, 34501a, 34501c	Driving hours limitations
34506, 34506a - g	Driving hours, equipment, maintenance, operation
34506.3	Safety regulation violation
34509, 34509c, 34509d	Vanpool vehicle maintenance inspection
35784, 35784a, 35784b	Violation of special permit
35784.5, 35784a, 35784b	Extralegal load/weight
36400	Lift-carrier/speed
36705	Bale wagon load width during darkness

Two Point Count California Vehicle Code Violations

Section	Violation
2800.2, 2800.3	Evading peace officer/reckless driving
14601, 14601a, 14601 b, 14601.1- 14601.4	Driving while suspended/revoked
20001, 20001a 20002, 20002a, 20002b	Hit and run/injury/property damage
21651b	Driving wrong side/divided highway
22348b	Speed over 100 MPH
23103, 23103a, 23103 b	Reckless driving
23104, 23104a	Reckless driving/causing bodily injury
23109a, 23109c	Speed contest /exhibition of speed
23140, 23140a, 23140b	Minor driving with BAC of 0.05% or more
23152, 23152a-d	DUI/alcoholic beverage or drugs
23153, 23153a-d	DUI/causing bodily injury or death
31602, 31602a, 31602b, 31602c	Explosives transportation

Other Common California Code Violations Used In Negligent Operator Count

Section	Code	Violation	Points
49307 or 12059	Education	Disobedience to school safety patrol	1
191.5a, 192c1-192c4, 192.3c, 192.3d	Penal	Vehicular manslaughter with gross negligence	2
192c, 192.3, 192.3a, 192.3b	Penal	Vehicular manslaughter without gross negligence	1
27176	Streets and highways	Speeding on Golden Gate Bridge	1

One Point Count Out of State Violations

Section	Violation	Section	Violation
01	Speed/too fast or over speed limit	34	Entering/exiting from thoroughfare
03	Speed/too slow or failure to turn out	40	Illegally modified vehicle
04	Passing/illegal, improper or unsafe	45	Explosives transportation
05	Following too close	51	Equipment/unsafe, illegal or defective
06	Failure to yield right-of-way	58	Driving while impaired
07	Illegal/unsafe use or change of lanes	61	Child passenger seat restraint
08	Turns/illegal or unsafe	67	Defective headlights
09	Signaling/improper or no signal	69	Following emergency vehicle unlawfully
10	Failure to obey traffic control device	70	Using vehicle for felony/aiding or abetting
11	Crossing double lines/markers/dividers	72	Erratic driving/suddenly changing speeds
12	Wrong way on one-way street	73	Fleeing scene or evading arrest by turning lights off
13	Brakes	74	Unsafe operation of a vehicle
14	Lights	75	Driving off road/on shoulder/on sidewalk
21	Violation of restricted license	77	No required equipment/using prohibited equipment
26	Negligent/careless/inattentive driving	86	Felony involving commercial vehicle
27	Starting or backing/illegal or unsafe	87	Felony controlled

			substance/commercial vehicle
28	Driving in a prohibited area	88	Speeding 15 mph plus/commercial vehicle
30	Disobedience of lawful order	91	Illegal lane change/commercial vehicle
31	Towing/improper, unsafe or illegal	92	Following too closely/commercial vehicle
32	Obstructing driver's view or interfering	93	Fatal accident violation/commercial vehicle
33	Unlawful riding on motor vehicle		

Two Point Count Out of State Violations

Section	Violation	Section	Violation
02	Speed contest/aiding or abetting	38	DUI/dangerous drugs not narcotics
15	Reckless driving	46	Manslaughter without gross negligence
16	Reckless driving/injury	47	Manslaughter with gross negligence
17	Drunk driving	81	DUI/BAC 0.04% or more/commercial vehicle
18	Drunk driving/injury	82	DUI/commercial vehicle
19	Hit and run	84	DUI/controlled substance/commercial vehicle
20	Driving while suspended or revoked	85	Hit and run/commercial vehicle
37	DUI/narcotics	89-90	Reckless driving/commercial vehicle

Code of Federal Regulations Violations

Section	Violation	Points
36423 or 36FR46	DUI/alcoholic beverage or any drug	2



CALIFORNIA
J · P · I · A

DRIVER'S REPORT OF ACCIDENT

IMPORTANT INSTRUCTIONS

DO NOT DISCUSS ACCIDENT WITH ANYONE EXCEPT YOUR EMPLOYER, YOUR CJPIA CLAIMS REPRESENTATIVE AND THE POLICE.
WHEN AN ACCIDENT OCCURS, REPORT IT TO YOUR SUPERVISOR WITHOUT DELAY. FOLLOW YOUR AGENCY'S AUTO/VEHICLE USE POLICY.
PLEASE COMPLETE REPORT AND SUBMIT TO THE PERSON OR DEPARTMENT AS STATED IN YOUR AGENCY'S AUTO/VEHICLE USE POLICY.

YOUR AGENCY

NAME					
ADDRESS - STREET		CITY	STATE	ZIP CODE	TELEPHONE

TIME AND PLACE OF ACCIDENT

DATE OF ACCIDENT	HOUR	AM PM	LOCATION STREET OR HIGHWAY	CITY	COUNTY	STATE
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ABOUT YOUR VEHICLE

YEAR AND MAKE OF VEHICLE	BODY TYPE	LICENSE PLATE NO	VEHICLE ID NUMBER	IF TRAILER, SERIAL NO	MILEAGE
NAME OF OWNER/LEASING COMPANY		ADDRESS - STREET		CITY	STATE ZIP CODE
NAME OF DRIVER		ADDRESS - STREET		CITY	STATE ZIP CODE
DRIVER'S AGE		DRIVER'S LICENSE NUMBER		WAS LICENSE IN EFFECT AT TIME OF ACCIDENT?	
WAS VEHICLE BEING OPERATED FOR BUSINESS OR PLEASURE?		WHO GAVE PERMISSION TO OPERATE?		WAS VEHICLE BEING USED FOR ERRAND FOR OWNER?	
DESCRIBE PARTS DAMAGED AND EXTENT OF DAMAGE. NOTE: By terms of your policy, the company must be given reasonable opportunity to examine the auto before repairs are made.					
ADDRESS WHERE VEHICLE MAY BE INSPECTED		ESTIMATED COST OF REPAIRS		WHERE IS VEHICLE NORMALLY GARAGED (CITY & STATE)	

OTHER VEHICLE INVOLVED

YEAR AND MAKE OF VEHICLE	LICENSE NUMBER	ESTIMATED COST OF REPAIRS			
PARTS DAMAGED AND EXTENT OF DAMAGE					
NAME OF DRIVER		ADDRESS - STREET		CITY	STATE ZIP TELEPHONE
NAME OF OWNER		ADDRESS - STREET		CITY	STATE ZIP TELEPHONE
IS VEHICLE INSURED?		NAME OF INSURANCE COMPANY			

PROPERTY DAMAGE OTHER THAN VEHICLE

NAME OF OWNER / LEASING COMPANY		ADDRESS		STREET	CITY	STATE	ZIP CODE
KIND OF PROPERTY							
ESTIMATED COST OF REPAIR				ADDRESS WHERE PROPERTY MAY BE INSPECTED			



CALIFORNIA
J · P · I · A

DRIVER'S REPORT OF ACCIDENT

DESCRIPTION OF ACCIDENT

ON WHAT STREET OR ROAD WERE YOU DRIVING?		DIRECTION	SPEED	STREET/ROAD OTHER AUTO WAS DRIVING	DIRECTION	SPEED
WERE YOUR LIGHTS ON? ☐ YES ☐ NO ☐ BRIGHT ☐ DIM	WERE OTHER AUTO'S LIGHTS ON? ☐ YES ☐ NO ☐ BRIGHT ☐ DIM	WHAT TRAFFIC CONTROLS?		FOR WHOM?	SPEED LIMIT	
DID EITHER DRIVER GIVE SIGNAL OF ANY KIND? ☐ YES ☐ NO IF YES, WHO?		IF AT INTERSECTION, WHO ENTERED FIRST?		WHO HAD RIGHT OF WAY?		
WHICH DRIVER VIOLATED TRAFFIC ORDINANCE?		CHARGE?	DID POLICE INVESTIGATE ACCIDENT? ☐ YES ☐ NO		POLICE ADDRESS	
DESCRIBE IN YOUR OWN WORDS HOW THE ACCIDENT HAPPENED						

Show on the diagram the positions of all vehicles, persons, stop lights, stop signs and other objects. Show street names.

1 MY VEHICLE 2 OTHER VEHICLE 3 THIRD VEHICLE

PEDESTRIAN YIELD SIGN

STOP SIGN STOP LIGHT

WITNESSES

NAME	ADDRESS - STREET	CITY	STATE	ZIP	TELEPHONE

INJURIES (No matter how minor)

NAME OF INJURED PERSON	AGE	ADDRESS - STREET	CITY	STATE	ZIP	TELEPHONE
IN WHICH VEHICLE WAS/WERE THE INJURED PERSON/PEOPLE RIDING?						
NAME OF DOCTOR OR HOSPITAL		ADDRESS - STREET		CITY	STATE	ZIP

DATE OF THIS WRITTEN REPORT	SIGNATURE
-----------------------------	-----------



DRIVER'S REPORT OF ACCIDENT

WITNESS CARD

USE REVERSE SIDE IF NECESSARY

NAME		PHONE	
ADDRESS	CITY	STATE	ZIP
DATE		TIME	

DID YOU SEE THE ACCIDENT HAPPEN?

REMARKS



DRIVER'S REPORT OF ACCIDENT

INFORMATION EXCHANGE

USE THIS CARD TO OBTAIN KEY INFORMATION FROM THE OTHER DRIVER INVOLVED
USE REVERSE SIDE IF NECESSARY

NAME		PHONE	
ADDRESS	CITY	STATE	ZIP
NAME OF YOUR INSURANCE COMPANY			
YEAR AND MAKE OF VEHICLE			LICENSE NUMBER
ARE YOU THE OWNER?			
INJURED PASSENGERS	ADDRESS	CITY	TELEPHONE
WITNESSES	ADDRESS	CITY	TELEPHONE

PLAYGROUND SAFETY POLICY

Effective: January 2011

Revised:

I. PURPOSE

The Agency has developed the following standard operating procedures to protect and preserve its unsupervised public playground facilities and its users.

This program may only be accomplished through a commitment to a public playground safety program which assures that every attempt will be made to eliminate playground hazards while not totally eliminating the element of risk which is an essential part of any successful children's play and learning environment.

II. GUIDELINES

To guarantee the continued success of this program, the following guidelines will be adhered to by all departments and staff:

- A.** All playground sites will be subject to the playground safety program.
- B.** All equipment shall be installed according to manufacturer specifications.
- C.** Provide reasonable resources to ensure prudent and timely inspections and repairs, as determined necessary by the playground safety program.
- D.** All play equipment shall be inspected, repaired, and maintained by agency employees on a regular basis with the necessary documentation.
- E.** All playground equipment purchasers, installers, inspectors, and maintenance employees performing repairs shall be trained in accordance with the agency's public playground safety training program, in order to maintain the playground equipment in substantial compliance with the current standard of care.
- F.** All new equipment shall be in compliance with current CPSC Handbook and ASTM Standards.
- G.** Playground equipment manufacturers shall carry adequate product liability insurance coverage.

RECORDKEEPING

The City's Human Resources Division has identified the need for a document retention schedule specific to the human resources records and documents in order to track files and assure that such records and documents are retained for not less than the legally required time period in accordance with applicable State and federal laws, regulations, and procedures.

A. Medical Records

Medical records are maintained for each employee with occupational exposure in accordance with 29 CFR 1910.1020, "Access to Employee Exposure and Medical Records."

Human Resources is responsible for maintenance of the required medical records. These confidential records will be kept for at least the duration of employment plus thirty (30) years.

The employer shall establish and maintain an accurate record for each employee with occupational exposure.

B. OSHA 300 Log

The OSHA 300 Log will be generated by York and posted as required by OSHA. These records will be retained for at least five (5) years.

C. Training Records

Training records are maintained for each employee. These records will be retained for at least five (5) years.

D. Availability of Records

Employee medical and training records shall be provided upon request for examination and copying to the subject employee, to employee representatives with a signed release, to representatives of accrediting agencies, to the Director or Assistant Secretary of OSHA in accordance with Federal Law or to the State of California Department of Health in accordance with State Law.



ACKNOWLEDGMENT OF RECEIPT CITY OF DUARTE POLICIES AND PROGRAMS

This is to acknowledge that I have received a copy of the CITY OF DUARTE CENTRALIZED SAFETY MANUAL and understand that it contains important information on the City's policies and procedures, and on my obligations and responsibilities as an employee.

I acknowledge that I am expected to read, understand, and adhere to all City policies and programs and will familiarize myself with the provisions in policies and programs. I understand that I am governed by the provisions in the policies and programs; and that the City may change, rescind, or add to any policies, programs, or practices declared in any policy or program from time to time, and will advise employees of substantive changes within a reasonable time.

Failure to comply with these policies and programs may result in disciplinary action(s).

Employee's Signature

Date

Employee's Name (Typed or Printed)

This document shall be signed by the employee and placed in the employee's personnel file.



MEMORANDUM

To: Mayor and City Council

From: Jason Golding, City Planner 

Date: April 25, 2017

Subject: Bid Results - Award of Contract – Duarte Chamber of Commerce Tenant Improvements (1735 Huntington Drive), City Project #17-3

On April 4, 2017, the City Clerk's office publicly opened bids for the above project. This project involves the complete interior rehabilitation of an existing office suite located at 1735 Huntington Drive. More specifically, the project involves the demolition of an existing office space and restroom; construction of an accessible unisex restroom, meeting/storage room, office, and kitchenette; new carpeting, tile flooring, ceiling tiles and paint; and upgrades to the lighting and electrical system. The project is funded from the General Fund.

The bid results for City Project #17-3 are as follows:

Conco Construction Engineer, Design & Build Inc.	\$ 102,643.19
Kazoni Construction	\$ 229,000.00
C-1 Construction Corp.	\$ 128,300.00

The low bidder, Conco Construction Engineer, Design & Build Inc., has been in business over 30 years and possess multiple contractor licenses: Class 'A' General Engineering, Class 'B' General Building and multiple specialty contractor licenses. Conco has performed many projects throughout Southern California, including work on hospitals and healthcare, office, residential and educational buildings. References were verified by Staff, including work Conco performed for Prime Healthcare involving two projects in Anaheim and two other projects in Apple Valley. Prime Healthcare is completely satisfied with their work, and laud that Conco communicates with them well and are easy to work with. Furthermore, our building plan check and inspection services provider, Charles Abbott & Associates, has inspected many of their projects in various communities and compliment their work and professionalism.

Therefore, Staff respectfully recommends that the City Council award project City Project #17-3, "Duarte Chamber of Commerce Tenant Improvements (1735 Huntington Drive)" to Conco Construction Engineer, Design & Build Inc. of Apple Valley, for the bid amount submitted.



MEMORANDUM

To: Mayor and City Council

From: David F. Eoff IV, Associate Planner

Date: April 25, 2017

Subject: Bid Results and Award of Contract for Site Clearance and Abatement for 1303 Huntington Drive (Sparr Liquor) – City Project # 17-4; Budget Amendment to the FY 2016-2017 General Fund.

RECOMMENDED ACTION

Staff recommends that the City Council award the Site Clearance and Abatement contract for 1303 Huntington Drive to Resource Environmental, Inc. at 6634 Schilling Avenue, Long Beach, CA 90805, and approve a budget amendment to the FY 2016-2017 General Fund in the amount of \$47,000.00. This project includes demolition of the existing commercial-retail building and complete site clearance (asphalt parking lot, perimeter walls, monument sign, landscape planters, etc.).

BACKGROUND

On February 14, 2017, the City Council approved a Purchase and Sale Agreement for the building and property at 1303 Huntington Drive. Acquiring this property is a critical part in creating a high-quality development on the northeast corner of Huntington Drive and Buena Vista Street. The property will be assembled with the adjacent city-owned property to the east to create an appealing development opportunity that will meet the goals and vision of the recently adopted Town Center Specific Plan. Staff is currently working with a Developer to produce a project that includes retail space and a large corner plaza area. Ownership of both properties will allow the City to ensure a substantial architectural design is achieved and allow input on securing future tenants.

The first step is to complete the demolition and clearance of the building and property. On April 18, 2017 the City Clerk publicly opened bids for Project #17-4. Two bids were received, the results of the bid opening are listed below.

- Peña Grading & Demolition \$59,724.00
- Resource Environmental, Inc. \$47,000.00

ANALYSIS

The lowest responsible and responsive bidder, Resource Environmental, Inc. contains the proper state licenses and certifications that are necessary to complete the project.

This project will be funded with General Fund dollars with a budget amendment to the FY 2016-2017 General Fund in the amount of \$47,000.00

CONCLUSION

Staff recommends that the City Council award the Site Clearance and Abatement contract to Resource Environmental, Inc. at 6634 Schilling Avenue, Long Beach, CA 90805, and approve a budget amendment to FY 2016-2017 General Fund.



To: Darrell George; City Manager

From: Brian Villalobos; Director of Public Safety Services

Subject: 2017/2018 Citizens Options for Public Safety (COPS) Grant Funding

Date: April 18, 2017

=====

The 2017/2018 Budget Account for the State Supplemental Law Enforcement Services Grant Fund (SLESF) is expected to receive \$100,000 this fiscal year from the State of California.

Therefore, the Supplemental Law Enforcement Services Grant Fund is budgeted at \$100,000 for the fiscal year 2017/2018.

The use of these funds will continue to be used in front line law enforcement services. Specifically, the grant monies will continue to fund the City of Duarte's Motorcycle Deputy and Special Event overtime patrols.

The expenditure of grant funds has been discussed with Captain Coronne Jacob the Temple Station Commander.

Based on the above information, it is staff's recommendation that the City Council approve the use of the 2017/2018 State Supplemental Law Enforcement Services Grant Funds as outlined.



OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

JIM McDONNELL, SHERIFF



March 13, 2017

Mr. Darrell George, City Manager
City of Duarte
1600 Huntington Drive
Duarte, California 91010

Dear Mr. George:

The State Supplemental Law Enforcement Services Funds for the 2017-2018 fiscal year Citizens Options for Public Safety (COPS) program have been provided to the city of Duarte on a per capita formula. The below listed recommendations will afford us the opportunity to further enhance our community policing efforts and overall service.

Therefore, I recommend the city of Duarte utilize 80% of these funds to pay for a motorcycle traffic enforcement deputy position.

Secondly, I recommend the city of Duarte place approximately 20% of the funds in a special overtime account to be drawn upon to enhance the current level of service. These funds would provide bike patrol in the parks and businesses, extra holiday patrols for impaired drivers, extra patrols for occasional special problems and expanded community relations activities.

Should you have any questions, please contact me at 626-292-3300.

Sincerely,

JIM McDONNELL, SHERIFF

Coronne L. Jacob, Captain
Temple Station

211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

A Tradition of Service
— Since 1850 —



City of Duarte

Sixteen Hundred Huntington Drive, Duarte, California 91010-2592
Tel 626-357-7931 FAX 626-358-0018 www.accessduarte.com

April 25, 2017

The Honorable Cristina Garcia
California State Assembly
Chair, Committee on Natural Resources
1020 N Street, Room 164
Sacramento, California 95814 – Fax: (916) 319-2158

Mayor
Margaret E. Finlay
Mayor Pro Tem
John Fasana
Councilmembers
Samuel Kang
Tzeitel Paras-Caracci
Liz Reilly
City Manager
Darrell George

Re: AB 1132 (Garcia) – Non-Vehicular Air Pollution; Order of Abatement

Dear Assemblymember Garcia:

On behalf of the Duarte City Council, the City has taken the position at its April 25, 2017, meeting to support AB 1132 on non-vehicular air pollution: orders of abatement. This bill seeks to give air pollution control districts authority similar to what other environmental agencies already have to remedy an imminent and substantial endangerment to public health or the environment. This bill would authorize the air pollution control officer to issue a temporary order for abatement requiring a facility to cease whatever operations are causing the imminent and substantial endangerment, until a full hearing can be held before the air district's hearing board. Under current law, local air districts lack the authority to immediately protect communities from exposure to toxic air contaminants emitted from violating facilities.

In contrast, the U.S. Environmental Protection Agency (EPA), the Executive Director of the State Water Resources Control Board, and the Department of Toxic Substances Control all have authority to issue a cease and desist order or temporarily suspend a permit pending a hearing. In fact, the Clean Air Act requires agencies implementing the Act to have similar authority to that granted to EPA, so this bill corrects a deficiency in federally required implementation plans for all air districts.

In the past five years, there have been several examples where air districts were aware of hazardous emissions being released into the air that directly impacted local communities, but were unable to act in a timely fashion. Some key examples include Hixson, a chrome plater in Newport Beach, and Anaplex, a chrome anodizer in the City of Paramount, each of which continued to emit dangerous levels of hexavalent chromium into the community even after the air district informed them that emissions were endangering public health.

Specifically, AB 1132 preserves both public health and due process by allowing air districts to issue temporary orders to cease harmful emission operations pending a hearing. The hearing must be set within 15 days of a notice of defense and held as soon as possible, but no later than 30 days later. This authority would only be used in cases of high levels of carcinogenic and toxic air contaminants. Industries most likely to create a threat consist of those that emit lead or toxic air contaminants such as hexavalent chromium, cadmium, arsenic, asbestos, and hydrogen sulfide, as well as other harmful pollutants. Further, the order could also be rescinded prior to the hearing if the accused operator can demonstrate the endangerment situation no longer exists and has been permanently corrected. The air pollution control officer's temporary order provides a bridge of protection to the community pending action by the hearing board. Overall, this important bill empowers air districts to protect our most vulnerable communities from ongoing hazardous emissions, while still protecting due process rights of polluters. If you have any questions, or would like to discuss the bill further, please contact Karen Herrera, Deputy City Manager at 626-357-7931.

Sincerely,

Margaret Finlay
Mayor

cc: The Honorable Blanca Rubio, Assembly District #48



AB 1132 (C. Garcia) – Non-vehicular air pollution: order of abatement

Fact Sheet

Summary

This bill seeks to give air pollution control districts authority similar to what other environmental agencies already have to remedy an imminent and substantial endangerment to public health or the environment. This bill would authorize the air pollution control officer to issue a temporary order for abatement requiring a facility to cease whatever operations are causing the imminent and substantial endangerment until a full hearing can be held before the air district's hearing board. Currently, air districts must wait at least 15 days before a hearing can begin, and the hearing may continue over a period of weeks or months, before any order to protect the public can be issued.

Background

Under existing law, local air districts lack the authority to immediately protect communities from exposure to toxic air contaminants emitted from violating facilities. Existing law requires an air district to hold a potentially lengthy hearing process prior to securing any order to stop a facility from emitting toxic pollution into nearby neighborhoods.

In the past five years alone, there have been several examples where air districts were aware of hazardous emissions being released into the air that directly impacted local communities, but were unable to act in a timely fashion to stop these emissions. Some key examples include, Hixson, a chrome plater in Newport Beach, and Anaplex, a chrome anodizer in the City of Paramount, each of which continued to emit dangerous levels of hexavalent chromium into the community even after the air district informed them that emissions were endangering public health; Exide, a lead-acid battery recycler which was exceeding the national ambient air quality standard for lead, and later was emitting high levels of arsenic; and Ridgeline, a private wastewater treatment facility, which was emitting hydrogen sulfide and received complaints of headaches, nausea and dizziness from nearby residents.

This Bill

AB 1132 authorizes an air pollution control officer, if he or she determines that a person or company has violated emission standards of air pollutants by stationary sources, and the violation presents an imminent and substantial endangerment to the public health or welfare, or the environment, to issue a temporary order for abatement pending a hearing before the air district's hearing board. This bill will require the air pollution control officer to notify the alleged violator of the order and preserves due process by establishing a procedure for a post-order hearing.

The air pollution control officer's order can only address whatever is necessary to remedy and prevent any imminent and substantial endangerment and to correct any other air pollution

violations. A facility that presents an imminent and substantial endangerment must only cease and desist the specific operations that are causing the hazardous emissions. A facility would only be ordered to temporarily shut down, pending necessary corrective actions, if there is no way to operate any part of the facility in compliance. This authority would only be used in cases of high levels of carcinogenic and toxic air contaminants. Industries most likely to create a threat consist of those that emit lead or toxic air contaminants such as hexavalent chromium, cadmium, arsenic, asbestos, and hydrogen sulfide, as well as other harmful pollutants.

Under current law, a petition for an order of abatement may not be heard unless there has been a minimum of 10 days of notice to the public and to the facility, which in practice is usually closer to 15 days to allow for publication in a newspaper. Once this time has passed, the matter must be set for a hearing and a presentation to the air district's hearing board must be made. This process can take weeks or possibly months before any order to protect the public can be issued. In the meantime, children and families in nearby neighborhoods continue to be harmed by on-going emissions of toxic chemicals and air pollution.

In contrast, the federal Environmental Protection Agency (EPA), the Executive Director of the State Water Resources Control Board, and the Department of Toxic Substances Control all have authority to issue a cease and desist order or temporarily suspend a permit pending a hearing. In fact, the Clean Air Act requires agencies implementing the Act to have similar authority to that granted to EPA, so this bill corrects a deficiency in federally required implementation plans for all air districts.

AB 1132 preserves both public health and due process by allowing air districts to issue temporary orders and cease harmful emission operations pending a hearing in short order. The order could also be rescinded prior to the hearing, which must be set within 15 days of a notice of defense and held as soon as possible, but no later than 30 days later, if the accused operator can demonstrate the endangerment situation no longer exists and has been permanently corrected. The air pollution control officer's order is temporary and simply provides a bridge of protection to the community pending action by the air district's hearing board.

This bill empowers air districts to protect our most vulnerable communities from ongoing hazardous emissions, while still protecting due process rights of polluters.



City of Duarte

Sixteen Hundred Huntington Drive, Duarte, California 91010-2592
Tel 626-357-7931 FAX 626-358-0018 www.accessduarte.com

April 25, 2017

The Honorable Patrick O'Donnell
California State Assembly
Member, Assembly Transportation Committee
P.O. Box 942849
Sacramento, CA 94249-0070 – (916) 319-2170

Mayor
Margaret E. Finlay
Mayor Pro Tem
John Fasana
Councilmembers
Samuel Kang
Tzeitel Paras-Caracci
Liz Reilly
City Manager
Darrell George

RE: AB 1274 (O'Donnell) – Smog Check: Exemption

Dear Assemblymember O'Donnell:

On behalf of the Duarte City Council, the City has taken the position at its April 25, 2017, meeting to support AB 1274, which defers from year six to year eight the required smog check on motor vehicles that are six or less model years old. At year six, the approximately \$48 cost of a smog check that would have been incurred by the vehicle owner is replaced with annual smog abatement fees of \$24, due upon registration in years seven and eight. The revenue generated by these fees will then be utilized to fund the Carl Moyer Memorial Air Quality Standards Attainment Program.

Current law requires all motor vehicles to submit evidence of a smog check every other year with their vehicle registration renewal. However, owners of vehicles six or less model years old are exempt from this requirement given that newer vehicles are much cleaner, and therefore much less likely to fail a smog check. In lieu of paying the smog check fee, these newer vehicle owners pay an annual smog abatement fee of \$20 for the first six registration years. Fifty percent of this fee is deposited into the Air Pollution Control Fund, administered by the California Air Resources Board, to fund the Carl Moyer Program for more targeted emissions reductions. The Carl Moyer Program is a voluntary grant program that reduces air pollution from vehicles and equipment by providing incentive funds to companies and public agencies.

In summary, California continues to face significant challenges in attaining federal air quality standards due to emissions from heavy-duty diesel engines including smog-forming nitrogen oxides (NOx), and cancer-causing particulate matter (P). AB 1274 helps attain more effective PM and NOx emissions reductions by delaying the smog check requirement for two years and collects the cost of a smog check as an abatement fee providing additional funds to the Carl Moyer Program for real and surplus emission reductions from heavy-duty vehicles. If you have any questions, or would like to discuss the bill further, please contact Karen Herrera, Deputy City Manager at 626-357-7931.

Sincerely,

Margaret Finlay
Mayor

cc: The Honorable Blanca Rubio, Assembly District #48



AB 1274 (O'Donnell) – Smog check: exemption

Fact Sheet

Summary

The South Coast Air Quality Management District (SCAQMD) is the sponsor of AB 1274. For motor vehicles that are six or less model-years old, this important bill defers the required smog check by two years, from the end of year six to the end of year eight. The approximately \$48 in average costs for a smog check that the vehicle owner would have paid after year six is redirected in the form of annual smog abatement fees of \$24.00, due upon registration, in years seven and eight. All revenue generated by those fees will be deposited into the Air Pollution Control Fund (APCF), administered by CARB, to fund the Carl Moyer Memorial Air Quality Standards Attainment Program (Carl Moyer Program) for more targeted and effective reductions in diesel particulate matter (PM) and nitrogen oxides (NOx) emissions from heavy duty vehicles.

As a result, at the end of year six, the vehicle owner avoids wasting time in their busy schedule and the inconvenience of getting a smog check, and saves money by not having to pay an extra \$8.25 fee for a Smog Check certificate. Furthermore, the vast majority of newer light duty vehicles, equipped with cleaner technologies, pass their first smog check after six years. Based on data from the Bureau of Automotive Repair's (BAR's) "Executive Summary Report - Smog Check Statewide 2016," currently, the overall failure rate of vehicles at their first smog check after 6 years range from **about 3% to 5%**. Further, based on SCAQMD's evaluation of its Carl Moyer Program, redirecting funding from a smog check at the end of year six to the Carl Moyer Program, via a smog abatement fee, will result in approximately **four times greater net NOx emissions reduction benefits** for residents within the South Coast region. In addition, there will be reduction in diesel particulate matter emissions that are designated as carcinogenic.

Background

The Carl Moyer Program is the state's longest running and most successful incentive funding program, now in its 19th year. This voluntary grant program reduces air pollution from heavy duty vehicles and equipment by providing funds to private companies and public agencies. The Carl Moyer Program encourages the owners of diesel engines to go beyond regulatory requirements by retrofitting, repowering, or replacing their engines with newer and cleaner ones. The program has successfully

achieved near-term reductions in emissions, which are necessary for California to meet its clean air commitments under the State Implementation Plan. In addition, local air districts have used these emission reductions to meet federal air quality standards, preventing the loss of federal funding for areas throughout California.

This Bill

Despite current clean air efforts, California continues to face significant challenges in attaining federal air quality standards. Emissions from heavy-duty diesel engines are still a major source of air pollution, including smog-forming NO_x, and cancer-causing PM. For example, 88% of NO_x emissions in the South Coast region are caused by mobile sources of pollution. As a result, the health of California residents continues to be seriously affected by poor air quality while the state risks losing billions of dollars in federal transportation funds if Clean Air Act standards are not met.

AB 1274 works to further address the ongoing challenge of improving unhealthy, polluted air to meet attainment of state and federal standards. Additional benefits of this bill include:

- Increased job creation, manufacturing and economic benefit for California in the important clean transportation technology sector, including engine and vehicle manufacturers, equipment vendors, mechanics, and machine shops;
- The emissions reductions achieved from these funds will be from diesel engines, whose emissions are more toxic than gasoline engines, thus they will more effectively protect public health throughout the state;
- In line with current guidelines of the Carl Moyer Program, at least fifty percent of the projects will be implemented in disproportionately impacted areas, resulting in more direct benefits; and
- AB 1274 will generate funds that allow real and surplus diesel emissions reductions from heavy-duty vehicles on a voluntary basis and earlier than required by rules and regulations, thereby creating State Implementation Plan credits through early emission reductions.

MEMORANDUM

TO: Darrell J. George, City Manager
FROM: Kristen Petersen, Assistant City Manager
DATE: April 18, 2017
SUBJECT: Recommendation to Approve Memorandums of Understanding between City of Duarte and SEIU Local 721 – Management & Professional Employees and General Employees and Adopt Resolution 17-R-27

Recommendation

It is recommended that the City Council authorize the Mayor to execute the attached Memorandums of Understanding with the General Employees and the Management & Professional Employees and Adopt Resolution 17-R-27 and direct staff to submit a certified copy of the resolution to the Board of Administration of the Public Employees' Retirement System.

Background

The City of Duarte has two employee bargaining units; the general employees and the management & professional employees. Both of these units are represented by the Service Employees International Union, Local 721 (SEIU 721). The City most recently entered into Memorandums of Understanding ("MOUs") with these two bargaining units in 2014. These MOUs are scheduled to expire on June 30, 2017. In anticipation of this expiration the representatives of the two bargaining units submitted a joint proposal in February 2017. The Assistant City Manager and a labor attorney analyzed the proposal, met with the City Manager and City Council and presented a counter proposal to the bargaining units. After a few meetings with both the bargaining units and City Council, a tentative agreement was reached and the Union members voted to ratify the terms of the tentative agreement on Monday, April 17th. Now the final drafts of the MOU are being presented to the City Council and are available to the public for review.

Terms of the MOUs

The key elements of the tentative agreement are as follows:

- The term of each MOU is to be three years.
- A salary increase of 3.0% effective July 1, 2017, an increase equal to annual CPI effective July 1, 2018, an increase equal to annual CPI effective July 1, 2019
- The City will contribute towards the cost of medical insurance indexed to the cost of CalPERS Kaiser premiums. Any future cost increases will be covered up to 5% per year.
- The City will provide taxable cash to employees who opt-out of City medical coverage at the

MOUs

Page 2 of 2

fixed amounts of \$218 employee only, \$435 employee + one and \$566 employee + two or more.

- The City will provide adult orthodontic coverage as part of the dental insurance plan.
- The City will pay a one-time payment of \$125 per month for each month worked from 7/1/15 through 6/30/17, not to exceed \$3,000, to offset the increased cost of employee paid medical insurance over the past two years.
- Annual tuition reimbursement will be increased to \$3,000.
- Bilingual pay will require an oral certification test and be increased to \$125 per month.
- The Friday after Thanksgiving will be added to the list of City holidays.
- The allowance for safety shoes will be increased to \$400 per year.

If the City Council votes to approve and execute the MOUs with the two bargaining units, the attached resolution must be adopted by City Council and submitted to PERS reporting the new employer contribution amounts towards healthcare.

RESOLUTION NO.**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE
ELECTING TO BE SUBJECT TO PUBLIC EMPLOYEES' MEDICAL AND
HOSPITAL CARE ACT AND FIXING THE EMPLOYER'S CONTRIBUTION
AT AN AMOUNT EQUAL TO OR GREATER THAN THAT PRESCRIBED
BY GOVERNMENT CODE SECTION 22892(b)**

WHEREAS, Government Code Section 22922(a) provides the benefits of the Public Employees' Medical and Hospital Care Act to employees, retirees, and survivors of local agencies contracting with the Public Employees' Retirement System on proper application by a local agency; and

WHEREAS, Section 22892(a) of the Act provides that a local contracting agency shall fix the amount of the employer's contribution; and

WHEREAS, Government Code Section 22920(b) defines any Special District as a contracting agency, and

WHEREAS, a Special District is hereby defined as a non-profit, self-governed public agency within the State of California, and comprised solely of public employees performing a governmental rather than proprietary function, and

WHEREAS, the City of Duarte, hereinafter referred to as Special District, is an entity meeting the above definition; and

WHEREAS, the Special District desires to obtain for its employees, retirees, and survivors the benefit of the Act and to accept the liabilities and obligations of an employer under the Act and Regulations;

NOW, THEREFORE, the City Council of the City of Duarte, California, does hereby resolve as follows:

1. That the Special District elects, and it does hereby elect, to be subject to the provisions of the Act.
2. That the employer's contribution for each employee, retiree, or survivor shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members in a health benefits plan up to a maximum of \$574 per month with respect to employee, retiree or survivor enrolled for self alone, \$1,148 per month for employee, retiree, or survivor enrolled for self and one family member, and \$1,492 per month for employee, retiree, or survivor enrolled for self and two or more family members, plus administrative fees and Contingency Reserve Fund assessments.
3. That the City of Duarte has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above.

4. That the participation of the employees, retirees, and survivors of the City of Duarte shall be subject to determination of its status as an “agency or instrumentality of the state or political subdivision of a State” that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that the City of Duarte would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer.
5. That the executive body appoint and direct, and it does hereby appoint and direct, the Assistant City Manager to file with the Board of Administration of the Public Employees' Retirement System a verified copy of this Resolution, and to perform on behalf of said Special District all functions required of it under the Act and Regulations of the Board of Administration.
6. That coverage under the Act become effective on July 1, 2017.

PASSED, APPROVED, AND ADOPTED this 25th day of April, 2017.

Mayor Margaret Finlay

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF DUARTE)

I, Marla Akana, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No. 17-27 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 25th day of April, 2017, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

City Clerk Marla Akana
City of Duarte, California

**Memorandum of Understanding
Between City of Duarte and
SEIU Local 721 – Management & Professional
Employees**

Fiscal Year 2017/2018 to 2019/2020

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**Memorandum of Understanding Between
City of Duarte
And
SEIU Local 721 – Management & Professional Employees**

This Memorandum of Understanding ("MOU") is made and entered into by and between the City of Duarte ("City") and the Service Employees International Union, Local 721 ("SEIU 721").

1. Recognition

The City recognizes SEIU 721 as the representative for those employees employed by the City in the following classifications:

- Assistant to the City Manager
- Assistant Civil Engineer
- Associate Civil Engineer
- Associate Planner
- City Clerk
- Public Safety Manager
- Deputy City Manager
- Director of Community Development
- Director of Parks & Recreation
- Director of Public Safety Services
- Public Works Manager
- Facilities Maintenance Supervisor
- Field Services Manager
- Financial Service Manager
- Information Technology Manager
- Planning Manager
- Recreation Superintendent
- Recreation Supervisor
- Senior Planner
- Transit Supervisor

2. Term

The term of this MOU shall be from July 1, 2017 to June 30, 2020.

3. MOU Distribution

The City will provide all current and new employees, covered by this MOU, with a copy of the MOU.

4. Salaries

Effective July 1, 2017, the base salary range of each classification in the bargaining unit shall be increased by three percent (3%).

Effective July 1, 2018, the base salary range of each classification in the bargaining unit shall be increased according to the percentage of annual change in the CPI-U for Los Angeles-Riverside-Orange County, CA for 2017. For example, if the CPI-U reports at 3.2% increase in the CPI-U, the base salary range of each classification in the bargaining unit shall be increased by 3.2%.

Effective July 1, 2019, the base salary range of each classification in the bargaining unit shall be increased according to the percentage of annual change in the CPI-U for Los Angeles-Riverside-Orange County, CA for 2018.

The resulting salary range for each classification effective July 1, 2017 is set forth in Appendix A.

5. Medical Insurance

a. Employees

Each full-time and three-quarter-time employee will be provided medical insurance coverage through the PERS system. Effective July 1, 2017, the City will contribute toward the cost of any insurance program for employees and dependents at the following monthly rates.

	Full Time Employees	3/4 Time Employees
Employee Only	100% Kaiser Premium	75% Kaiser Premium
Employee + One	100% Kaiser Premium	75% Kaiser Premium
Employee + Two or More	100% Kaiser Premium	75% Kaiser Premium

Employees will pay any excess premiums through payroll deduction.

Effective January 1, 2018, the City will increase its contribution, up to an additional 5%, based on the Kaiser premium for each group set forth above. For example, if the Kaiser premium increases 3% in 2018, the City will fully contribute the 3% increase. However, if the Kaiser premium increases 7% in 2018, the City will contribute 5% of the increase.

Effective January 1, 2019, the City will increase its contribution, up to an additional 5%, based on the Kaiser premium for each group set forth above, as adjusted in 2018.

Effective January 1, 2020, the City will increase its contribution, up to an

additional 5%, based on the Kaiser premium for each group set forth above, as adjusted in 2019.

The City will provide taxable cash to employees who waive medical insurance coverage and provide written proof of other medical insurance to the City according to the following scale:

	Full Time Employees	3/4 Time Employees
Employee Only	\$218.00	\$163.00
Employee + One	\$435.00	\$326.00
Employee + Two or More	\$566.00	\$424.00

Employees who choose a plan where the premiums are lower than the amounts paid by the City listed in the chart above will not receive the difference between their chosen plan and the City's maximum coverage.

b. Retirees

The City will provide medical insurance coverage for retirees and their dependents through the PERS system. To be eligible, employees must retire within one hundred and twenty (120) days of their separation from employment from the City of Duarte. The City's contribution to insurance premiums for retirees will be set at the same levels as they are for active employees. Retirees will pay any excess premiums through deductions in their retirement benefits.

The City will provide taxable cash to retirees who waive medical insurance coverage and provide written proof of other medical insurance to the City according to the following scale:

	Full Time Employees
Retiree Only	\$218.00
Retiree + One	\$435.00
Retiree + Two or More	\$566.00

c. Changes to Health Care Laws

The parties recognize that certain changes to State or Federal laws, programs, taxes or regulations including, but not limited to, the Affordable Care Act, may impact future medical plan offerings. In the event that such reform measures or resulting changes in the healthcare marketplace alter healthcare coverage options, costs or other elements of healthcare and materially alter the provisions of this MOU, either party may request to reopen Article 5 regarding medical

insurance to meet and confer over any changes to the medical insurance.

d. One Time Payment

In acknowledgement that employees have had increases in the cost of health insurance, the City will provide employees with a one-time payment to assist in the offsetting of this increase cost. Employees will receive \$125 for each month between July 1, 2015 through June 30, 2017, up to a maximum amount of \$3,000.00. This payment will be provided on a check separate from the employee's normal payroll check, on or about July 1, 2017.

Employees acknowledge their understanding that this payment will be subjected to state and federal withholding. Employees acknowledge their understanding that this payment will be subject to state and federal taxes, but is not reportable to CalPERS.

6. Dental and Vision

a. Dental Insurance

Each full-time and three-quarter-time employee will be provided dental coverage through the City-sponsored dental plan. Enrollment in the plan is mandatory and no cash alternative will be provided. Eligibility will begin the first day of the month following hire. The Delta Dental PPO plan allows the covered employee and their eligible dependents to receive care from any licensed dentist; however, the highest level of benefits will be received when utilizing a Delta PPO Provider. Effective July 1, 2017, the City will contract to provide for adult orthodontic coverage. The City will provide all employees with information from Delta Dental regarding the details of the plan, and will provide any information regarding changes made to the plan.

Effective July 1, 2017, the City will contribute toward the cost of the City sponsored dental plan for employees and their dependents at the following monthly rates:

	Full Time and 3/4 Time Employees
Employee Only	\$52.53
Employee + One	\$92.97
Employee + Two or More	\$148.35

The City will pay for any increases due to renewal rates through the term of this MOU up to ten percent (10%). In the event that the cost increases by more than ten percent (10%) over the term of the MOU, the City shall notify the Union and the parties shall meet and confer regarding the Dental Plan.

b. Vision Insurance

Each full-time and three-quarter-time employee will be provided vision coverage through the City sponsored vision plan. Enrollment in the plan is mandatory and no cash alternative will be provided. Eligibility will begin the first day of the month following hire. The Vision Service Plan (VSP) plan allows the covered employee and their eligible dependents to receive care from any vision provider; however, the highest level of benefits will be received when utilizing a VSP contracted provider.

Effective July 1, 2017, the City will contribute toward the cost of the City sponsored vision plan for employees and their dependents at the following monthly rates.

	Full Time and 3/4 Time Employees
Employee Only	\$10.28
Employee + One	\$14.92
Employee + Two or More	\$27.08

The City will pay for any increases due to renewal rates through the term of this MOU up to ten percent (10%). In the event that the cost increases by more than ten percent (10%) over the term of the MOU, the City shall notify the Union and the parties shall meet and confer regarding the VSP.

7. Sick Leave

All full-time employees will receive up to ninety-six (96) hours of sick leave per year. Three-quarter-time employees will receive up to seventy-two (72) hours of sick leave per year. Employees shall be compensated for sick leave at their regular rate of pay.

a. Accrual

There will be no limit to the amount of sick leave an employee may accrue. Sick leave accrues at the rate of 1/26th of an employee's annual sick leave allotment per pay period. On the last day of each pay period, each eligible employee will have 1/26th of his or her annual sick leave added to his or her earned sick leave balance, which is available for use on the pay date of that pay period.

b. Use of Sick Leave

Upon verbal or written request, sick leave may be used for the following purposes:

- i. Diagnosis, care, or treatment of an existing health condition of, or

preventative care for, an employee or an employee's family member. Family member shall include: a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of the child's age or dependency status; a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; a spouse; a State of California registered domestic partner; a grandparent; a grandchild; and a sibling.

- ii. For employees who are victims of domestic violence, sexual assault, or stalking, taking time off to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child.
- iii. For employees who are victims of domestic violence, sexual assault, or stalking, taking time off to seek medical attention for injuries caused by the domestic violence, sexual assault, or stalking; to obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking; to obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; and to participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

In cases where lost work time due to illness or injury exceeds four days, or when the employee has been frequently absent (more than four cumulative days in a calendar year), the City Manager or designee may require a written physician's confirmation of the nature of the illness or injury. Employees are not responsible for finding other employees to cover shifts due to their use of paid sick leave. Should work time lost due to illness or injury exceed the employee's accrued sick leave balance, then any available vacation, floating holidays, or compensated time off will be used as compensation.

c. Conversion to Service Credit upon Retirement

Pursuant to the terms of the City's contract, as amended, with the California Public Employees' Retirement System (CalPERS), upon voluntary retirement the employee may convert one hundred percent (100%) of his/her accrued sick leave balance, less any amount used under the provisions to retirement service credit.

d. Notification

If the need for sick leave arises, the employee will notify their respective department head or other supervisor designated by the department head of the

need for leave as soon as practicable. It will be the employee's responsibility to keep the department head informed on a daily basis of his/her condition as it relates to absence from employment.

e. Sick Leave Donation Policy

Employees may voluntarily donate sick leave to a donation bank, which is maintained for the use of qualified employees who have suffered a catastrophic illness or injury and have exhausted their paid leaves of absence. This program is set forth in an administrative policy, which is also attached as Attachment B.

f. Reinstatement of Unused Sick Leave

Up to 30 hours of unused sick leave at separation shall be reinstated upon return to active status with the City occurring within no more than 12 months of separation. For purposes of this provision, unused sick leave is leave that was accrued, but never taken by the employee, and that was not converted to service credit under section 7.c., or donated under section 7.e, above.

g. Inspection of Records Pertaining to Sick Leave

Upon reasonable request, and within 21 calendar days after the request, the City shall afford current and former employees the right to inspect or copy records pertaining to their hours worked and paid sick days accrued and used.

8. Vacation

Each employee will receive paid vacation in the amounts listed below.

Length of Service	Full-time	Three-quarter time
Date of hire to 5 years of service	82 hours	61.5 hours
5 years plus one day to 10 years	120 hours	90 hours
10 years plus one day to 11 years	130 hours	97.5 hours
11 years plus one day to 12 years	140 hours	105 hours
12 years plus one day to 13 years	150 hours	112.5 hours
13 years plus one day to 14 years	160 hours	120 hours
14 years plus one day to 15 years	170 hours	127.5 hours
15 years plus one day or more	180 hours	135 hours

a. Waiting Period

Employees of the City will not be permitted, until after six (6) months of continuous employment, to take paid vacation, unless otherwise approved in writing by the appropriate department head and the City Manager. The

scheduling of vacation time is subject to the prior written approval of the department head and verification of accrued vacation time by the Personnel Division. No employee will be permitted to take a vacation in excess of accrued vacation time unless specifically authorized in writing by the City Manager.

b. Accrual

At the conclusion of each pay period, every full-time or three-quarter-time employee will have added to his or her vacation balance 1/26th of the annual vacation hours for which the employee is eligible. Effective June 1, 2007, employees will not be allowed to accrue vacation leave in an amount greater than three-hundred and sixty (360) hours.

c. Annual Buyback

Employees with five (5) or more years of continuous full-time or three-quarter-time service with the City will be allowed to sell accrued vacation leave back to the City at one-hundred percent (100%) of its full value. The maximum amount of the annual buyback is as follows:

Length of Service	
Date of hire to 5 years of service	0 hours
5 years plus one day to 10 years	40 hours
10 years plus one day or more	60 hours

Employees will be given the opportunity to sell accrued vacation leave back to the City once per year on a date determined by the City, on or before July 31st of each fiscal year.

d. Payoff at Termination

Employees terminating from City employment will be paid in full for all earned and unused vacation.

9. Bereavement

Each employee will be entitled to bereavement leave in an amount of forty (40) hours per incident. Bereavement leave will be granted only in those cases involving the death of a parent (including step-parents), parent-in-law, children (including step-children), spouse, sibling, grandparent, grandparent-in-law, or registered domestic partner.

10. Standby Pay

Employees placed on standby for the week (commencing at noon on Wednesday and ending at noon on the following Wednesday) shall receive two hundred and

seventy-five dollars (\$275.00) per week. An employee will be required to carry a cell phone while on standby duty. Such time is not considered hours worked under the Fair Labor Standards Act and will not be compensated in any manner except as set forth above.

Employees on standby are required to answer a call within five (5) to ten (10) minutes and are responsible for remaining within a fifty (50) mile radius of the City.

Standby duty assignments are rotated based on current practices. An annual list shall be established to give employees advance notice of their assignment.

All employees assigned to standby duty are expected to complete their duty week and will be held responsible for its completion. Exchange of duty week between employees is possible with approval of the Field Services Manager. In case of illness or other circumstance in which an employee cannot finish his/her assigned duty, the employee on standby duty shall contact the Field Services Manager who has the responsibility to provide coverage for the standby duty. The pay for each employee serving standby will be proportionately divided based on the amount of time each worked during the week.

11. Call Back Pay and Off-Duty Work

a. Call Back Pay

Employees, whether on standby or not, who are called back to perform duties outside of their regular work schedule shall be paid at the rate of one and one-half (1½) times the employee's regular rate of pay for a minimum of two (2) hours.

If an employee is called back between the hours of midnight and 4:00 a.m. on a regular working day, minimum pay of three (3) hours at the rate of one and one half (1½) times the employee's regular rate shall apply.

If an employee is called back on a non-working day or holiday between the hours of midnight and 6:00 A.M., minimum pay of three (3) hours at the rate of one and one half (1½) times the employee's regular rate shall apply.

Note that this provision is irrespective of paid leave time exclusions as set forth in Section 15 (Overtime).

b. Off-Duty Contact and Work

Employees will be compensated if they are contacted while off-duty and must perform some work duty in response to the contact. This type of work performance is intended to cover work which may be handled by phone, text, email or other means. Employees who are contacted and perform work duties

will receive at least fifteen minutes of compensation and the actual time worked for time over fifteen minutes.

This section does not apply to an employee who is physically called back to work. An employee who is physically called back is subject to Section 11.a. This section does not apply to Department Heads.

12. Salary Upon Appointment To A Position In An Acting Capacity

Whenever the needs of the City require an employee to temporarily perform the duties of a higher classification than that in which the employee is currently employed for a period of more than twelve (12) consecutive working days, the employee shall receive the salary rate of the higher class in which he/she is performing the required duties. In such cases, the employee shall be paid at an appropriate step of the salary schedule of the higher classification which will ensure an increase of not less than five percent (5%) greater than the salary of his/her current position, but in no case shall such salary exceed the top salary step of the higher classification. If the temporary performance of the higher classification requires the employee to solely perform the higher classification, then the parties understand and intend for the additional compensation to be classified as "Temporary Upgrade Pay" and reportable to CalPERS as special compensation.

The higher salary rate payable shall commence on the thirteenth working day following the temporary reassignment to the performance of duties of the higher classification.

The requirement for the performance of duties of the higher classification shall be placed in writing by the Personnel Officer (or his/her designee) following recommendation by the affected Department Head. No employee shall be required to perform any of the duties of a higher classification unless that employee is deemed to possess the minimum qualification of the higher classification by the Personnel Officer as recommended by the affected Department Head.

The employee assigned to perform the duties of a higher classification shall not serve for more than ninety (90) working days in a higher classification whenever a vacancy exists (or it is apparent that a vacancy will be present) without the announcement by the Personnel Officer of an approved examination as otherwise provided in the rules and regulations. In no case shall an employee serve more than six (6) months in a higher classification without successfully passing the examination.

A person appointed in an acting capacity shall be eligible to receive performance increases in his/her permanent position during the acting appointment but shall not be entitled to performance increases in the position which he/she holds in an acting capacity. If successful in being promoted, the period of time of service in the higher

classification shall be credited for the promoted employee toward the required period of probation for the higher classification as otherwise required in these rules.

The Personnel Officer shall obtain the employee's written consent for the temporary performance of any of the duties of the higher classification beyond a period of twelve (12) working days, prior to an employee assuming or continuing the duties and compensation of a higher classification, which consent shall clearly state that it is understood that the employee will be returned to his/her original salary rate upon the expiration of the need for the performance of the duties of the higher classification. In no instance shall the salary rate of the higher classification extend beyond the six (6) months period as hereinabove set forth, unless otherwise promoted in accordance with the Personnel Rules and Regulations.

13. Tuition Reimbursement

Employees are eligible to be reimbursed for seventy-five percent (75%) of the cost of college accredited academic courses, taken for credit, outside regular working hours, that are directly related to their job duties, or are required for a degree in their occupational field in local government. An employee must request advance approval from his/her Department Head prior to enrollment in order to be eligible for reimbursement under this section. The Department Head, in his/her sole discretion, will determine whether the courses meet the standard articulated above. The reimbursement will not exceed three-thousand dollars (\$3,000.00) for full-time employees or two-thousand, three hundred dollars (\$2,300.00) for three-quarter-time employees, during any fiscal year. Reimbursement costs include those for registration, parking, and books. Proof of course completion and a grade of "C" or better are required.

14. Section 125

Pursuant to Internal Revenue Service (IRS) Code Section 125, the City has established a voluntary flexible spending arrangement that is funded by salary reductions and reimburses employees for qualified expenses, such as dependent care assistance and medical care reimbursements. The City will continue to maintain a Section 125 program for all full-time and three-quarter-time employees.

15. Overtime and Premium Pay

a. Eligibility for Overtime or Premium Pay

Exempt and non-exempt classifications will be set by City resolution according to the requirements of the Fair Labor Standards Act (FLSA).

i. Non-Exempt Employees

Employees who are classified as non-exempt under the provisions of the

FLSA are entitled to receive overtime compensation at the rates set forth in section 15.b, below. Non-exempt employees may be required to work overtime by their respective department head, subject to City Manager approval. Only time actually worked in excess of forty (40) hours in a given workweek will be considered overtime for non-exempt employees. Vacation leave, sick leave, holidays, and other time not actually worked will not be counted towards the forty (40) hours.

ii. Exempt Non-Department Head Employees

Employees who are classified as exempt under the provisions of the FLSA are not legally entitled to receive overtime compensation for time worked in excess of forty (40) hours in a given workweek. However, the City provides a non-FLSA premium pay to those employees for time actually worked in excess of forty (40) hours in a given workweek at the rates set forth in section 15.b, below. Vacation leave, sick leave, holidays, and other time not actually worked will not be counted towards the forty (40) hours.

iii. Department Head Employees

Department heads will receive administrative leave in lieu of overtime and premium pay (see Section 39).

b. Overtime and Premium Pay Compensation

Non-exempt employees will be compensated for overtime at one and one-half (1.5) times their regular rate of pay for all hours actually worked in excess of forty (40) in a workweek. For example, a non-exempt employee who works forty-three (43) hours in a workweek will receive forty (40) hours of compensation at his/her regular rate of pay, and three (3) hours of compensation at one and one-half (1.5) times his/her regular rate of pay.

As explained in Section 15.a.ii, exempt employees are not legally entitled to receive any additional compensation for hours worked in excess of forty (40) in a workweek. However, the City has elected to compensate exempt employees (except for department heads) with non-FLSA premium pay at their regular rate of pay for all hours actually worked in excess of forty (40) in a workweek. For example, an exempt employee who works forty-three (43) hours in a workweek will receive forty-three (43) hours of compensation at his/her regular rate of pay.

c. Attendance at Meetings

Any employee may be required by their department head or his/her designee to attend meetings. Employees will be compensated at regular pay rates for required attendance at meetings, and shall receive premium pay or overtime if such attendance requires the employee to work more than forty (40) hours in a

workweek. Department Heads will not be additionally compensated for attendance at required meetings.

d. Use of Overtime and Premium Pay Discouraged

The City Manager will take all necessary measures to minimize the use of overtime and premium pay. All employees (other than Department Heads) must receive advance approval from their Department Head or his/her designee to work in excess of forty (40) hours in a workweek.

e. Compensatory Time Accumulated

In lieu of overtime or premium pay, non-department head employees may, with department head approval, receive compensatory time off. However, no employee will be permitted to accrue more than sixty (60) hours of compensatory time off. Once an employee reaches sixty (60) hours of compensatory time off, he/she will automatically receive overtime pay until he/she has reduced his/her hours of compensatory time off.

16. Bilingual Pay

a. Eligibility

Employees who are certified as bilingual by the City in accordance with these provisions and who designated to provide bilingual services as required shall receive bilingual pay. A Department Head can require that an employee seek certification to provide bilingual services when the needs of the City necessitate translation for the public. An employee may also request to become bilingual certified by submitting a verbal or written request to the Human Resources Director. Only employees who have advance approval from the Human Resources Director may seek to become bilingual certified and eligible for bilingual pay. Only employees who have become bilingual certified and are eligible for bilingual pay may be required to provide translation services.

b. Certification

The City will offer certification for bilingual pay for Spanish (verbal only). The City, in its sole discretion, may change the languages for which the City offers certification for bilingual pay. The City, in its sole discretion, may limit the number of employees who will be offered bilingual pay. Such a limitation may be City-wide or may be specific to a Department.

The certification process will be administered through a bilingual examination conducted by the Los Angeles Unified School District (LAUSD). Employees wishing to be certified as bilingual must make a request to the Human Resources Director. Upon such request, the Human Resources Director will evaluate the

need for bilingual services, and if the City determines that such services are needed, the Human Resources Department will schedule a telephone and/or in-person bilingual examination with a LAUSD representative and the employee. The Human Resources Department will administer requested bilingual examinations as soon as practicable, but on no less than a quarterly basis.

The bilingual examination will be scored by LAUSD on a pass/fail basis. Examination scores are final and non-appealable. Employees who fail the examination, or who fail to appear for a scheduled examination, may not take another bilingual examination in the same language for a minimum of six months following the failed or missed examination. Employees who pass the examination will be certified as bilingual by the City. Employees who are certified as bilingual by the City are not required to be re-tested. New employees will be notified of the bilingual pay program during orientation.

c. Amount

Effective July 1, 2017, the City will increase the amount of bilingual compensation from \$100.00 per month to \$125.00 per month to an eligible employee certified as bilingual by the City and who provides bilingual services as required, in addition to his/her base rate of pay, beginning on the first pay period after certification. Employees certified by the City as bilingual in two or more languages shall not receive more than \$125.00 per month.

17. Holidays

a. Holidays Observed

The City provides regular and probationary employees with the following ten (10) paid holidays during the calendar year:

<u>HOLIDAY</u>	<u>DATE OBSERVED</u>
New Year's Day	January 1 or January 2 if January 1 falls on a Sunday
Martin Luther King Day	third Monday in January
President's Day	third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	first Monday in September
Thanksgiving Day	fourth Thursday in November
Day after Thanksgiving Day	fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

If a holiday falls on an employee's regularly scheduled day off, the employee will receive a floating holiday, according to the provisions of Section 17.b, below. In such a case, the floating holiday will accrue on the date of the holiday.

b. Floating Holidays

The employee may use all floating holiday time at any time before the end of the fiscal year, as long as the employee has obtained the advance permission of his/her department head for the scheduling of the holiday.

Unused floating holidays will be automatically cashed out at the end of the fiscal year.

In case an employee terminates employment with the City, he or she will be fully compensated for any accrued, but unused, floating holidays.

c. Amount of Holiday Pay

Employees shall receive holiday pay, including floating holidays, in an amount equal to their regular schedule and rate of pay. For example, an employee who is assigned to a 4/10 schedule shall receive ten (10) hours of holiday pay, and an employee who is assigned to a 5/8 schedule shall receive eight (8) hours of holiday pay.

d. Work on Holidays

An employee who is scheduled and required to work on a date that the City has observed as a holiday shall be compensated at twice (2x) the employee's regular salary for all time actually worked on the date the holiday is observed. The employee shall not be provided with an alternative day off to observe the holiday or with a floating holiday.

18. Disability Insurance

The City will provide full-time and three-quarter-time employees with short and long-term disability insurance coverage, which provides an annual benefit of 66.6667% of earnings. Employees will become eligible for coverage the first of the month after their date of hire. Benefits will begin after a 30-day elimination period.

19. Life Insurance

All full-time and three-quarter-time employees will be entitled to group life insurance coverage equal to their annual salary, rounded to the next higher one-thousand dollars (\$1,000.00). For three-quarter-time employees, annual salary will be based on their normal work schedule.

20. Retirement

Employees are provided retirement benefits through the California Public Employees' Retirement System (CalPERS). The CalPERS benefits summarized here are pursuant to the City's contract with CalPERS, and are subject to and in accordance with the California Public Employees' Retirement Law and the California Public Employees' Pension Reform Act of 2013.

a. Tier 1: Employees Hired Before March 19, 2012 (Tier One Classic Members)

(1) Application

This section applies to full-time and three-quarter-time employees hired before March 19, 2012.

(2) "2.5% at 55" Benefit Formula (Gov. Code § 21354.4)

Effective June 22, 2003, the "2.5% at 55" benefit formula will be available to employees covered by this section. The City will continue to pay the required employer contribution. The employee will continue to pay, through payroll deductions, the full eight-percent (8%) member contribution.

(3) Final Compensation Based on the Single Highest Year (Gov. Code § 20042)

For purposes of determining a retirement benefit, final compensation for employees covered by this section shall be based on the compensation earnable for the single highest year.

b. Tier 2: Employees Hired On or After March 19, 2012 but Before January 1, 2013, and for Classic Members Hired On or After March 19, 2012 (Tier 2 Classic Members)

(1) Application

This section applies to full-time and three-quarter-time employees hired on or after March 19, 2012 but before January 1, 2013. Additionally, this section applies to full-time and three-quarter-time employees hired on or after January 1, 2013 who do not meet the definition of "new member" as set forth in Government Code Section 7522.02(f).

(2) "2.0% at 60" Benefit Formula (Gov. Code § 21353)

The "2% at 60" benefit formula will be available to employees covered by this section. The City will continue to pay the required employer contribution. The employee will continue to pay, through payroll deductions, the full seven-percent (7%) member contribution.

(3) Final Compensation Based on the Average of the Three Highest Years

(Gov. Code 20037)

For purposes of determining a retirement benefit, final compensation for employees covered by this section shall be based on the highest annual average compensation earnable during a consecutive 36-month period.

c. Tier 3: Employees Hired On or After January 1, 2013 (New Members)

(1) Application

This section applies to full-time and three-quarter-time employees hired on or after January 1, 2013 who meet the definition of "new member" as set forth in Government Code Section 7522.02(f).

(2) "2.0% at 62" Benefit Formula (Gov. Code § 7522.20)

The "2% at 62" benefit formula will be available to employees covered by this section. The employee will continue to be responsible for contributing, through payroll deductions, fifty percent (50%) of the normal costs as determined and adjusted by CalPERS.

(3) Final Compensation Based on the Average of the Three Highest Years (Gov. Code 7522.32)

For purposes of determining a retirement benefit, final compensation for employees covered by this section shall be based on the highest average annual pensionable compensation earned during a period of at least 36 consecutive months immediately preceding retirement.

d. Optional Benefits

The City contracts with CalPERS for the following optional benefits, which are available to represented employees as subject to applicable laws:

- Post-Retirement Survivor Allowance (Gov. Code § 21624 and 21626)
- Third Level of 1959 Survivor Benefits (Gov. Code § 21573)
- Military Service Credit as Public Service (Gov. Code § 21024)

e. Disability Retirement

The City may request PERS to retire an employee who becomes physically or mentally unable to perform the duties of his or her position, or may be subject to further injury if employment is continued. The City will engage in the interactive process to determine what, if any, reasonable accommodation(s) is available to the employee prior to making any request for disability retirement.

f. No Employer Paid Member Contributions ("EPMC")

The City shall not pay any portion of the member contributions.

21. Work Schedule

General City working hours are Monday through Thursday, 7:30 A.M. to 6:00 P.M. The City Manager, with reasonable notice to the employee, may adjust the working hours of individual departments, and department heads, with reasonable notice to the employee, may adjust the working hours of individual employees. Any adjustment to a work schedule will be based on the needs of the City, with consideration given to the preference of the employee.

Should the City exercise its discretion to change the general City working hours, the City shall notify the Union thirty (30) days in advance of the proposed change(s) and provide the Union with the opportunity to discuss the impact of such change(s) on the affected employees.

22. Classification Revision

SEIU 721 recognizes that the City has the discretion to create a new job classification/description and or modify an existing job classification/description. The City shall notify the Union and provide the Union with the opportunity to discuss the content and the job classification/description.

23. Mileage Reimbursement

Employees required or allowed by their department head to use private automobiles for City business will be reimbursed based on the Internal Revenue Service standard mileage rates.

24. Uniforms

The City Manager may require any and all employees to regularly wear uniforms. Should such a uniform be required, the City will provide it. Full-time and three-quarter-time employees will receive one hundred and fifty dollars (\$150.00) per fiscal year for uniform maintenance, and four hundred dollars (\$400.00) per fiscal year for safety shoes or other required footwear.

As detailed in Article 41, the parties agree to reopen this Article of the MOU as part of a Joint Labor Management Committee in order to memorialize the current practices related to uniform allowances and the value of uniforms provided by the City, in order to comply with CalPERS obligations.

25. Deferred Compensation

The City will make a deferred compensation program available to benefited

employees that complies with the rules and regulations established by the Internal Revenue Service. Employees will be allowed to participate in the program through payroll deduction.

26. Computer Loan Program

The City will continue its present employee computer loan program. Generally, benefited employees may have two active loans, in a total amount not to exceed three-thousand dollars (\$3,000.00), for the purchase of new computer equipment. Loans will be interest-free and payable over a two-year period. The minimum loan payment will be 1/52 of the amount borrowed, and will be made through payroll deduction. The balances of any outstanding loans become due and payable upon termination, and will be deducted from an employee's final check. Continuation of the program is subject to annual budget appropriations by the City Council, and will be administered according to policies and procedures established by the City Manager.

27. Fitness Center Membership

Full-time and three-quarter-time employees and retirees of the City will be entitled to free individual membership at the Duarte Fitness Center.

28. Layoffs

Layoffs will be made first and primarily on the basis of merit job performance and secondly on the basis of seniority (date of hire). Employees will receive notice of the layoff at least ten (10) working days prior to the effective date. Names of persons laid off shall be carried on a reemployment list for twelve (12) months. If the City restores the laid off position(s) within the twelve (12) months period, it shall first offer the position(s) to persons on the reemployment list before using any other selection method. The name of the individual re-appointed to a permanent position of the same class shall, upon reappointment, be removed from the list. An individual who declines reemployment shall be dropped from the list.

29. Severance Pay

When a full-time employee is laid off, and when the service of the employee being laid off has been deemed satisfactory, that employee will be entitled to receive severance pay as follows:

Length of Service	Amount
Date of hire to 2 years	none
2 years plus one day to 5 years	1 month's salary
5 years plus one day to 10 years	2 month's salary
10 years plus one day to 15 years	3 month's salary
15 years plus one day to 20 years	4 month's salary

20 years plus one day to 25 years	5 month's salary
25 years plus one day or more	6 month's salary

Employees terminated from employment due to physical inability to perform their job, and eligible for workers' compensation benefits, will not be entitled to severance pay. Any additional years of service purchased by the City towards retirement will be deducted from severance pay.

30. Appeals

Disciplinary Action: Any regular employee shall have the right to appeal a suspension without pay in excess of forty (40) hours, reduction in pay, non-probationary demotion and/or termination. The appeal process shall not be applicable to those positions that may be deemed exempt or to probationary appointments. The appeal process shall not be applicable to any other forms of discipline and/or grievances. An employee desiring to appeal the appointing authority's decision shall have ten (10) calendar days after receipt of the response to file an appeal. The employee's request for appeal must be addressed to the City Manager and received in the City Manager's office so that it is date stamped by the City Manager's office within the ten (10)-day period.

If within the ten (10)-day appeal period, the employee involved does not file said appeal, unless good cause for the failure is shown, the action of the appointing authority shall be considered conclusive and shall take effect as prescribed. If within the ten (10)-day appeal period, the employee involved files such notice of appeal by giving written notice of appeal to the City Manager, an appeal hearing shall be established as follows:

- a. The California State Mediation and Conciliation Service shall be requested to submit a list of seven (7) persons qualified to act as hearing officers to the City and the employee. Within ten (10) days following receipt of the list of hearing officers, the parties shall meet to select the hearing officer. The parties shall alternately strike one (1) name from the list of hearing officers (the right to strike the first name to be determined by lot) until one (1) name remains, and that person shall be the hearing officer.
- b. Where practicable, the date for a hearing shall not be less than twenty (20) calendar days, or more than sixty (60) calendar days, from the date of the filing of the appeal with the City Manager. The parties may stipulate to a longer or shorter period of time in which to hear the appeal. All interested parties shall be notified in writing of the date, time, and place of hearing.
- c. All hearings shall be private provided, however, that the hearing officer shall, at the request of the employee, open the hearing to the public.
- d. Subpoenas and subpoenas *duces tecum* pertaining to a hearing shall be issued at

the request of either party, not less than seven (7) calendar days, prior to the commencement of such hearing. After the commencement of such hearing, subpoenas shall be issued only at the discretion of the hearing officer.

- e. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted, if it is the sort of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules that might make improper admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and Unduly repetitious evidence shall be excluded. The hearing officer shall not be bound by technical rules of evidence. The hearing officer shall rule on the admission or exclusion of evidence.
- f. Each party shall have these rights: To be represented by legal counsel or other person of his/her choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the employee does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination. Oral evidence shall be taken only on oath or affirmation. A court reporter will be engaged to record the hearing, unless the parties (City, hearing officer, employee/employee representative) mutually agree that same is not necessary.
- g. The hearing shall proceed in the following order, unless the hearing officer, for special reason, otherwise directs:
 - 1. The party imposing discipline shall be permitted to make an opening statement;
 - 2. The appealing party shall then be permitted to make an opening statement;
 - 3. The party imposing disciplinary action shall produce the evidence on his/her part; the City bears the burden of proof and burden of producing evidence;
 - 4. The party appealing from such disciplinary action may then open his/her defense and offer his/her evidence in support thereof; the employee bears the burden of proof and the burden of producing evidence for any affirmative defenses asserted;
 - 5. The parties may then, in order, respectively offer rebutting evidence only,

unless the hearing officer for good reason, permits them to offer evidence upon their original case; and

6. Closing arguments shall be permitted and written briefs may be permitted at the discretion of the hearing officer.
- h. The hearing officer shall determine relevancy, weight, and credibility of testimony and evidence. He/she shall base his/her findings on the preponderance of evidence. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the hearing officer, in his/her discretion, for good cause, otherwise directs. No still photographs, moving pictures, or television pictures shall be taken in the hearing chamber during a hearing. The hearing officer, prior to or during a hearing, may grant a continuance for any reason he/she believes to be important to reaching a fair and proper decision. The hearing officer shall render his/her judgment as soon after the conclusion of the hearing as possible and in no event later than 30 days after conducting the hearing. His/her decision shall set forth which charges, if any, are sustained and the reasons therefore. The opinion shall set forth findings of fact and conclusions.
- i. The hearing officer may recommend sustaining or rejecting any or all of the charges filed against the employee. He/she may recommend sustaining, rejecting, or modifying the disciplinary action invoked against the employee. He/she may not recommend for discipline more stringent than that issued by the department head.
- j. The hearing officer's opinion and recommendation shall be filed with the City Manager, with a copy sent to the charged employee, and shall set forth his/her findings and recommendations. In a termination case, if dismissal is not the hearing officer's recommendation, the opinion shall set forth the date the employee is recommended to be reinstated and/or other recommended action. The reinstatement date, if appropriate, may be any time on or after the date of disciplinary action.
- k. Within thirty (30) days of the receipt of the hearing officer's findings and recommendation, and transcript (which is optional only by the mutual consent of the City and the employee), whichever date is later, the City Manager shall adopt, amend, modify or reject the recommended findings, conclusions, and/or opinions of the hearing officer. Prior to making a decision, which modifies or rejects the recommendation of the hearing officer, the City Manager shall order and read the transcript of the Third Party Advisory Process. Prior to making a decision, which supports the hearing officer, the City Manager may order and read the transcript at his/her option. The City Manager shall not conduct a *de novo* hearing. The City Manager may, at his/her option, allow limited oral arguments and/or may request and review written statements from either side.

The decision of the City Manager shall be final and conclusive. Copies of the City Manager's decision, including the hearing officer's recommendation(s) shall be filed where appropriate, including the employee's personnel file, unless no discipline is upheld by the City Manager.

- l. Each party shall bear equally the cost of facilities, fees, and expenses of the hearing officer, including the court reporter and transcripts. Each party shall bear its own witness and attorney fees. If either party unilaterally cancels or postpones a scheduled hearing, thereby resulting in a fee charged by the hearing officer or court reporter, then the party responsible for the cancellation or postponement shall be solely responsible for payment of that fee. This process shall not apply to mutual settlements by the parties, which result in an arbitration fee.
- m. In the case of dismissal prescribed by the City Manager, the time of such dismissal shall be effective from the first day after such delivery of said decision or shall relate back to and be effective as of the date the employee was disciplined pending hearing before and decision by the City Manager, whichever is applicable. If discipline imposed resulted in loss of pay, and the decision results in reduction or elimination of loss of pay, the pay loss shall be restored to the employee based on the number of standard work hours lost computed at his/her then base hourly rate.
- n. The provisions of Section 1094.6 of the Code of Civil Procedure shall be applicable to proceedings under this Section.

31. Dues Deduction

During the term of this MOU, the City agrees to deduct from the pay of each employee who signs an authorized payroll deduction card a monthly sum certified to him/her by the Secretary of SEIU 721 as the regular monthly dues of SEIU 721. The City shall not deduct any pay for initiation fees, fines, or other special assessments. Dues deduction shall be a specified uniform amount for each employee and any change in the amount of dues deducted shall be by written authorization from SEIU 721.

The employee's earnings must be regularly sufficient, after other legal and required deductions are made, to cover the amount of the dues authorized. When a member in good standing of SEIU 721 is in a non-pay status for an entire pay period, no dues withholding shall be made to cover that period from future earnings, nor shall the member deposit the amount with the City which would have been withheld if the member had been in a pay status during that period. In the case of an employee who is in non-pay status during only a part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. All other legal and required deductions have priority over employee organization dues.

SEIU 721 shall indemnify, defend, hold the City harmless against any claims made, and against any suit instituted against the City on account of employee organization dues. In addition, SEIU 721 shall refund to the City any amounts paid to it in error, upon presentation of supporting evidence.

32. Political Action Committee

Union members may voluntarily authorize in writing a political action committee deduction from their salary. Employees wishing to participate shall provide written authorization on a form furnished by the Union indicating the amount to be deducted. The parties agree that the employee may revoke any such deduction at any time. The parties further agree that neither the Union nor the City will bestow any special benefit or cause any detriment as a result of an employee's voluntary choice to make, decline to make, or revoke a contribution.

33. Stewards

SEIU 721 may designate up to three (3) persons to act as stewards. The names of the designated stewards shall be provided in writing to the City on July 1st of each year, or any time there is change in the designated stewards.

A steward shall be entitled to reasonable release time for the purpose of representing an employee in the grievance or discipline appeal process, attending negotiations, or testifying or appearing as the designated representative. Prior to participating in such business, the steward shall first obtain authorization from his/her immediate supervisor. The immediate supervisor may deny such request if it is deemed that such a request would unduly interfere with the efficiency, safety, or security of City operations. If the request is denied, the immediate supervisor shall establish an alternate time convenient to the parties when the representative can be released from his/her work assignment.

34. Grievance Procedure

a. Definition

A "grievance" is a formal, written allegation by a grievant that he/she has been adversely affected by an existing violation, misinterpretation or misapplication of the specific provisions of the Memorandum of Understanding and/or provisions of the Personnel Rules and Regulations. Other matters for which a special method of review is provided by law, ordinance, resolution, or by administrative regulations and procedures of the City, are not within the scope of this procedure. This procedure is not to be used in lieu of the Disciplinary and Appeals Procedure set forth in Section 21 of the Personnel Rules & Regulations or Section 30 (Appeals) of this Memorandum of Understanding.

b. Procedure

- (1) Every effort shall be made to resolve a grievance through discussion between the employee and his/her immediate supervisor. It is the spirit and intent of this procedure that all grievances are settled quickly and fairly without subsequent discrimination against employees who may seek to adjust a grievance. Every effort should be made to find an acceptable solution at the lowest level of supervision. Within eight (8) workdays after a grievant knew, or by reasonable diligence should have known, of the condition upon which a grievance may be based, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor.
- (2) If the problem cannot be resolved between the employee and the supervisor, the employee may, within four (4) workdays from the date of receiving the answer from his/her supervisor, request an interview with the division manager, if one exists, in order to discuss the grievance.
- (3) If the division manager and employee cannot reach a solution to the grievance, the employee may, within four (4) workdays from the date of receiving the answer from the division manager, request, in writing, an interview with the Department Head.
- (4) The division manager and/or Department Head shall render his/her decision in writing within eight (8) workdays of receiving the appeal. If the Department Head and employee are unable to arrive at a satisfactory solution, the employee may, within eight (8) workdays from the date of the decision by the Department Head, submit a written appeal to the City Manager.
- (5) The City Manager shall review the grievance and respond to the employee within twenty (20) workdays of receiving the appeal. The City Manager may request additional time, if necessary. The response shall be in writing and will be considered an expression of management's viewpoint, and shall be the final administrative review.
- (6) Mediation. If the grievance is not resolved at Step (5), the employee or the Union at the request of the employee may within ten (10) workdays following receipt of City Manager's response at Step (5), request mediation.

A request for mediation must be in writing and must be submitted to the City's Manager or his/her designee. If the parties mutually agree to submit the dispute to mediation, the Administrative Service Director or his/her designee shall obtain the services of a mediator from the State Mediation and Conciliation Service. The fees for mediation shall be shared equally by Union and the City.

The mediation procedure shall be informal. The primary effort will be to assist both parties in settling the grievance. If the grievance is resolved through mediation, the parties agree to reduce the agreement to writing, signed by all affected parties and accept the results of mediation as binding.

- (7) Should employee or Union fail to meet the deadlines as listed in this procedure, then the grievance shall be deemed withdrawn by the employee or the Union.
- (8) The employee may request the assistance of another person of his/her own choosing in preparing and presenting his/her appeal at any level of review. In the event the employee desires the presence of a representative who is an employee of the City, he/she shall make such request through the supervisor and the supervisor shall make the necessary arrangements for the employee representative to be present.
- (9) The employee and/or his/her representative may use a reasonable amount of work time as determined by the appropriate supervisor or Department Head in presenting the appeal. However, no employee shall absent himself/herself without first being excused by his/her supervisor.
- (10) Employees shall be assured freedom from reprisal for using the grievance procedures by both the City and the employee organization.
- (11) The settlement terms of a grievance which is processed by an employee individually or by an informally recognized employee organization shall not conflict with the express provisions of a Memorandum of Understanding between the City and the formally recognized employee organization for such unit, if any.
- (12) A group grievance may be filed when one (1) set of circumstances or occurrences affects more than one (1) employee in the same manner or to the same extent. The group may file one (1) document, which all members of the group have read and signed. Members of the group shall be limited to those who have signed the grievance. The resolution of a group grievance may not be consistent among all employees in the group grievance due to differences in the circumstances or occurrences that brought about the grievance.

A group grievance affecting all members of an employee organization may be brought by the employee organization itself. In such case the procedure shall be commenced directly at the City Manager level within eight (8) workdays after authorized representatives of the employee organization knew or by reasonable diligence should have known of the condition giving rise to the grievance and shall be subject to all applicable time limitations and the provisions set forth

above.

35. Union Business

a. City Facilities

During working times, City facilities that are designated as working areas may be used with the prior approval of the City Manager, or his/her designee, for the purpose of holding meetings if such facilities can be made available without disrupting the normal operations of the facilities or disrupting the normal work schedules of the involved employees. "Working times" means the time an employee is performing the actual duties of their job. "Working areas" means an area where work is predominately being performed by any employee or contractor.

b. Bulletin Boards

Each work location (City Hall Break Room; Copy Room; Public Safety; and City Yard) will provide a bulletin board or reasonable space that may be used by the Union for the posting of notices of official Union business and/or Union related articles. Posting notices may include, but is not limited to the following:

- Notices of recreational and social activities;
- Notices of Union elections and results of such elections;
- Notices of Union appointments; and
- Notices of Union meetings, reports, and minutes thereof.

The Union is responsible for posting and removing material on its bulletin boards and for maintaining the same in an orderly and neat fashion. Any posting that interferes with the efficient operation of the City's business and/or violates the provisions of this MOU or City rules/policies will be subject to removal.

c. Employee Information

The City will provide, directly to the SEIU 721 office, a list with the following information:

- Employee name;
- Class title;
- Department;
- Work location;
- Residence address; and
- Residence telephone number.

Pursuant to Bakersfield City School District (1998) PERB Dec. No. 1262, 22 PERC

29089, adopting 21 PERC 28130, Government Code Section 3507(a)(8), and Government Code Section 6254.3, an employee may choose not to provide his/her residence address, residence phone number, personal cellular telephone number, and/or date of birth to the Union. An employee so choosing must provide written notice to both the City and SEIU 721 of his or her decision not to provide his or her residence address, residence phone number, personal cellular telephone number, and date of birth. Residence addresses, residence phone numbers, personal cellular telephone numbers, and dates of birth, once submitted by the City, shall not be communicated by the SEIU 721 office to City employees represented by SEIU 721.

This list shall be updated on a yearly basis.

- d. The Chapter's Board shall meet on a quarterly basis beginning (March, June, September and December) on the third (3rd) Wednesday from 9:00 A.M. to 11:00 A.M.
- e. During labor negotiations over a successor MOU, the elected negotiating committee members shall meet during work hours for the purposes of drafting proposals and discussing proposals. The Union will advise the City one week prior to each meeting or as soon as practically possible.
- f. Union-Related Training.

Board members and stewards shall be entitled to up to ten (10) hours of release time during each fiscal year for the purpose of attending training that is related to his/her role as a board member or steward, or other union-related trainings. This release time is not to be used to participate in trainings related to the employee's job duties. Release time has no cash value and shall not be cashed out under any circumstances. If one person is both a board member and a steward, he/she shall only be entitled to ten total hours of training each fiscal year.

Prior to participating in trainings, the employee shall first obtain authorization from his/her immediate supervisor. The immediate supervisor may deny such request if it is deemed that such a request would unduly interfere with the efficiency, safety, or security of City operations. If the request is denied, the immediate supervisor shall establish an alternate time convenient to the parties when the employees can be released from his/her work assignment.

36. Employee Relations Consultation Meetings

The City Manager and Assistant City Manager or her designee will meet, at the request of the Union of the City, on a quarterly basis (January, April, July and October). Meeting times will be mutually scheduled. The Union recognizes that the schedule of the City Manager may necessitate postponement/rescheduling of a meeting. The party requesting a meeting shall submit a proposed agenda, in writing,

one (1) week prior to the meeting.

37. Personnel Rules and Regulations

The City and Union agree to meet and confer on any proposed changes to the City's Personnel Rules and Regulations that are within the scope of bargaining.

38. Agency Shop

a. Agency Shop

It is mutually agreed by the parties that this Unit is an agency shop Unit. It is the intent of the parties that the agency shop provisions in the Memorandum of Understanding comply with applicable state law (Government Code Section 3502.5).

b. Agency Shop Defined

It is mutually agreed by the parties that the term "agency shop" means that every employee represented by this Unit shall, as a condition of continued employment, either join the certified majority representative organization, or pay the organization a Fair Share Fee equal to Union dues or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop Fee to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code.

c. Rescission

It is mutually agreed by the parties that the agency shop provisions in this Memorandum of Understanding may be rescinded by a majority vote of all the employees represented by this Unit during the time period(s) set forth in the City's Employer-Employee Relations Resolution, Resolution No. 02-07.

d. Union Responsibilities – Hudson Notice

The Union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency shop fee payers to meaningfully challenge the propriety of the use of agency shop fees as provided for in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO et al. v. Hudson, 106 S. Ct. 1066 (1986). Such notice and procedures shall be provided to non-member agency shop fee payers for each year that the agency shop Memorandum of Understanding is in effect.

e. Implementation

The parties acknowledge that the City has provided all current employees with an authorization notice advising them that the City has entered into an Agency

Shop Agreement with the Union, and that all employees subject to the Agreement must either join the Union, pay a service fee to the Union, or execute a written declaration claiming a religious exemption from this requirement. The City will provide a similar authorization to all employees hired into positions represented by the Union. Such notice shall include a form for the employee's signature authorizing payroll deduction of Union dues or a service fee, or a charitable contribution equal to the service fee. Said employees shall have fourteen (14) calendar days from the date they receive the form to fully execute it and return it to the Finance Department.

If the form is not completed properly and returned within fourteen (14) calendar days, the City shall commence and continue a payroll deduction of service fees from the regular biweekly paychecks of such employee. The effective date of Union dues, service fee, or charitable contribution shall begin no later than the first full pay period after receipt of the authorization form.

The employee's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues or fees authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee in a non-pay status only during part of the pay period, whose salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions (including health care and insurance deductions) have priority over Union dues and service fees.

f. Religious Exemption

Any employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of employment. The employee may be required, in lieu of periodic dues, initiation fees, or agency shop fees, to pay sums equal to the dues, initiation fees, or agency shop fees to a nonreligious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the employee from a list the following three:

- City of Hope
- Children's Hospital
- United Way

Charitable contributions shall be by regular payroll deductions only in order to qualify as a condition of continued exemption from the requirement of financial support to the Union.

Declarations of or applications for religious exemption and any other supporting

documentation shall be forwarded to the Union within 14 calendar days of receipt by the City. The Union shall have 14 calendar days after receipt of a request for religious exemption to challenge any exemption granted by the City. If challenged, the deduction to the charity of the employee's choice shall commence but shall be held in escrow pending resolution of the challenge.

g. Records

The Union shall keep an adequate itemized record of its financial transactions and shall make available annually, to the City, and to the employees who are members of the organization, within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant. An employee organization required to file financial reports under the Labor-Management Disclosure Act of 1959 covering employees governed by this provision, or required to file financial reports under Government Code Section 3546.5, may satisfy the financial reporting requirement of this section by providing the City with a copy of the financial reports.

h. Indemnification

The Union shall indemnify, defend and hold the City harmless against any liability arising from any claims, demands, or other action relating to the City's compliance with the agency fee obligation, including claims relating to the Union's use of monies collected under these provisions. The City reserves the right to select and direct legal counsel in the case of any challenge to the City's compliance with the agency fee obligation, and the Union agrees to pay any attorney, arbitrator or court fees related thereto.

39. Administrative Leave

Department heads will receive 60 hours of administrative leave in July of each year. This leave may be used to take time off, or sold back to the City at 100% of its monetary value. Administrative leave will not accrue from one fiscal year to the next.

40. City Vehicles

In lieu of mileage reimbursement, and as additional compensation, vehicles will be provided for the use of department heads on City business. Department heads will be permitted limited personal use of their vehicles subject to policies established by the City Manager.

41. Joint Labor-Management Committee

The parties agree to form a joint labor-management committee (JLMC) for the purpose of studying the current practices related to uniforms and uniform allowances. The committee may also draft any recommended changes to the provisions of this MOU regarding uniforms and uniform allowances and present them for approval as a side letter agreement to this MOU. The General Unit and Management and Professional Unit may designate up to five total representatives (plus a SEIU 721 representative) to be part of the JLMC, and shall designate one person to act as Chief Spokesperson. The City may designate up to five total representatives to be party of the JLMC, and shall designate one person to act as Chief Spokesperson. The parties agree that the JLMC shall be formed and shall have its first meeting by no later than August 1, 2017. The Union or the City may request an additional JLMC meeting on an as needed basis.

42. Severability

If any section of this MOU shall be found to be in conflict with any statute or regulation of the United States or the State of California by a court of competent jurisdiction, such section shall be deemed null and void and of no further effect. However, such sections shall be severable from the remainder of this MOU, and all other provisions hereof shall continue in full force and effect.

IN WITNESS WHEREOF, the PARTIES have executed this MOU as of the latter date written below.

THE CITY OF DUARTE

Mayor Margaret Finlay

Date

SEIU LOCAL 721

Lupe Valerio, Union Board Member

Date

Craig Hensley, Union Board Member

Date

APPROVED AS TO FORM:

Kelly A. Trainer, Burke, Williams & Sorensen, LLP

Date

Robert Hunt, Law Office of Robert F. Hunt

Date

Appendix A – Salary Schedule Effective July 1, 2017

MOU Between City of Duarte and SEIU Local 721 Management & Professional Salaries Effective July 1, 2016

POSITION	Step A		Step B		Step C		Step D		Step E		Step F		Step G	
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Assistant Civil Engineer	\$ 34.54	\$ 5,988	\$ 35.65	\$ 6,179	\$ 36.73	\$ 6,367	\$ 37.83	\$ 6,557	\$ 38.92	\$ 6,746	\$ 40.03	\$ 6,938	\$ 41.12	\$ 7,128
Assistant to the City Manager	\$ 44.66	\$ 7,740	\$ 45.97	\$ 7,968	\$ 47.27	\$ 8,193	\$ 48.58	\$ 8,421	\$ 49.90	\$ 8,649	\$ 51.21	\$ 8,877	\$ 52.54	\$ 9,108
Associate Civil Engineer	\$ 39.48	\$ 6,843	\$ 40.93	\$ 7,094	\$ 42.37	\$ 7,344	\$ 43.83	\$ 7,597	\$ 45.26	\$ 7,845	\$ 46.72	\$ 8,098	\$ 48.17	\$ 8,349
Associate Planner	\$ 35.37	\$ 6,131	\$ 36.56	\$ 6,338	\$ 37.76	\$ 6,543	\$ 38.97	\$ 6,754	\$ 40.17	\$ 6,962	\$ 41.37	\$ 7,172	\$ 42.58	\$ 7,381
City Clerk	\$ 42.46	\$ 7,361	\$ 43.70	\$ 7,575	\$ 44.93	\$ 7,787	\$ 46.16	\$ 8,001	\$ 47.38	\$ 8,214	\$ 48.62	\$ 8,427	\$ 49.86	\$ 8,642
Deputy City Manager	\$ 49.12	\$ 8,516	\$ 50.57	\$ 8,764	\$ 52.00	\$ 9,013	\$ 53.45	\$ 9,263	\$ 54.89	\$ 9,514	\$ 56.34	\$ 9,766	\$ 57.80	\$ 10,018
Director of Community Development	\$ 63.22	\$ 10,937	\$ 65.65	\$ 11,382	\$ 68.10	\$ 11,804	\$ 70.55	\$ 12,228	\$ 72.99	\$ 12,651	\$ 75.42	\$ 13,074	\$ 77.87	\$ 13,498
Director of Parks & Recreation	\$ 59.91	\$ 10,385	\$ 61.86	\$ 10,724	\$ 63.81	\$ 11,060	\$ 65.76	\$ 11,398	\$ 67.71	\$ 11,737	\$ 69.65	\$ 12,073	\$ 71.60	\$ 12,410
Director of Public Safety Services	\$ 59.91	\$ 10,385	\$ 61.86	\$ 10,724	\$ 63.81	\$ 11,060	\$ 65.76	\$ 11,398	\$ 67.71	\$ 11,737	\$ 69.65	\$ 12,073	\$ 71.60	\$ 12,410
Facilities Maintenance Supervisor	\$ 31.57	\$ 5,473	\$ 32.79	\$ 5,683	\$ 34.00	\$ 5,894	\$ 35.21	\$ 6,103	\$ 36.42	\$ 6,313	\$ 37.64	\$ 6,524	\$ 38.84	\$ 6,733
Field Services Manager	\$ 47.09	\$ 8,163	\$ 48.70	\$ 8,441	\$ 50.29	\$ 8,717	\$ 51.89	\$ 8,995	\$ 53.49	\$ 9,271	\$ 55.09	\$ 9,549	\$ 56.70	\$ 9,826
Financial Services Manager	\$ 41.37	\$ 7,172	\$ 42.82	\$ 7,421	\$ 44.25	\$ 7,670	\$ 45.69	\$ 7,919	\$ 47.12	\$ 8,168	\$ 48.57	\$ 8,418	\$ 50.01	\$ 8,669
Information Technology Manager	\$ 47.09	\$ 8,163	\$ 48.70	\$ 8,441	\$ 50.29	\$ 8,717	\$ 51.89	\$ 8,995	\$ 53.48	\$ 9,270	\$ 55.09	\$ 9,549	\$ 56.69	\$ 9,826
Planning Manager	\$ 50.46	\$ 8,746	\$ 52.06	\$ 9,024	\$ 53.66	\$ 9,301	\$ 55.27	\$ 9,580	\$ 56.88	\$ 9,859	\$ 58.48	\$ 10,136	\$ 60.08	\$ 10,414
Public Safety Manager	\$ 37.30	\$ 6,465	\$ 39.71	\$ 6,883	\$ 40.42	\$ 7,006	\$ 41.98	\$ 7,276	\$ 43.53	\$ 7,545	\$ 45.08	\$ 7,814	\$ 46.64	\$ 8,084
Public Works Manager	\$ 47.66	\$ 8,261	\$ 49.16	\$ 8,521	\$ 50.66	\$ 8,781	\$ 52.17	\$ 9,043	\$ 53.67	\$ 9,304	\$ 55.18	\$ 9,564	\$ 56.69	\$ 9,826
Recreation Superintendent	\$ 41.86	\$ 7,256	\$ 43.33	\$ 7,511	\$ 44.81	\$ 7,766	\$ 46.28	\$ 8,022	\$ 47.75	\$ 8,277	\$ 49.23	\$ 8,534	\$ 50.71	\$ 8,790
Recreation Supervisor	\$ 31.57	\$ 5,473	\$ 32.79	\$ 5,683	\$ 34.00	\$ 5,894	\$ 35.21	\$ 6,103	\$ 36.43	\$ 6,314	\$ 37.64	\$ 6,524	\$ 38.85	\$ 6,734
Senior Planner	\$ 44.12	\$ 7,647	\$ 45.51	\$ 7,889	\$ 46.91	\$ 8,131	\$ 48.31	\$ 8,374	\$ 49.70	\$ 8,614	\$ 51.10	\$ 8,856	\$ 52.49	\$ 9,099
Transit Supervisor	\$ 34.41	\$ 5,964	\$ 35.77	\$ 6,200	\$ 37.16	\$ 6,440	\$ 38.52	\$ 6,678	\$ 39.90	\$ 6,916	\$ 41.28	\$ 7,156	\$ 42.66	\$ 7,393

APPENDIX B

CITY OF DUARTE

SICK LEAVE DONATION POLICY

- I. **Purpose:** There have been occasions when an employee, due to a catastrophic illness or injury, has exhausted all forms of paid time off. Such seriously ill or injured employees have been forced to go without compensation after the exhaustion of their paid time off and the waiting period for commencement of benefits under short-term disability insurance, typically thirty (30) days. This Policy is designed to address such circumstances. The purpose of this Policy is to establish a program and procedures for employees to voluntarily donate a portion of their accumulated sick leave time for use by fellow employees who meet the criteria for eligibility. Participation by donors and/or recipients in the Sick Leave Donation Program is entirely voluntary.
- II. **Creation of Sick Leave Bank:** As a result, the City shall create a sick leave bank where donated sick leave will be held for the future use under the terms of this Policy.
- III. **Voluntary Sick Leave Donations:** Employees may voluntarily donate sick leave, subject to the following requirements:
 - A. **Employee Status:** Any full-time or ¾ time employee, who has obtained non-probation status with the City, is eligible to participate as a donor in this program. Only sick leave may be donated. Other types of leave may not be donated.
 - B. **Request to Donate:** A donating employee will prepare and submit to the Assistant City Manager a "Request to Donate to Sick Leave Donation Bank" form.
 - C. **Minimum Donations:** Employees may only donate from their accumulated sick leave balance. The donation must be in a minimum of four (4) hours. Donations must be in whole hour increments; no fractions of hours may be donated.
 - D. **Minimum Leave Balance:** An employee donating sick leave must retain at least one hundred and sixty (160) hours of accumulated sick leave in their own personal balance of sick leave. If a donation would require an employee's accumulated sick leave balance to drop below one hundred and sixty (160) hours, immediately after the donation, the employee shall not be eligible to make a donation.
 - E. **Maximum Donation Per Employee:** No individual employee may donate more leave than they accrued during any calendar year.
 - F. **Approval/Denial:** The Assistant City Manager shall approve or deny each offered donation, if any, to the Sick Leave Donation Bank in accordance with the requirements of this Policy.
 - G. **Transfer to Sick Leave Donation Bank:** The Assistant City Manager will transfer approved donated sick leave into the Sick Leave Donation Bank from the accrued sick leave balance of the employee making the donation.
 - H. **Donations Irreversible:** Donations of sick leave transferred to the Donated Sick Leave Bank will be dispersed as the need arises. Time is released on a pay period by pay period basis. All donations are irreversible. Retroactive donations are not permitted.
 - I. **Prohibition on the Sale of Sick Leave:** The sale of accrued sick leave to any employee is

not permitted.

- J. Confidentiality of Donations: Under no circumstances shall the City disclose participants in the program, either employees donating leave or employees requesting use of donated leave.
- K. Taxation: Pursuant to IRS Ruling 90-29, sick leave donated under this program shall not be considered wages for the donating employee and will therefore not be included in the donating employee's gross income or subject to withholding.

IV. Requesting and Using Donated Leave:

- A. Eligibility of Employee for Sick Leave Donations: To be eligible to receive donated sick leave from the Sick Leave Donation Bank, an employee must meet all the following conditions:
 - 1. Meet the criteria for use of sick leave in accordance with City Personnel Rules and/or applicable memorandums of understanding.
 - 2. Have been employed by the City in a full-time or ¾ time position for at least one year.
 - 3. Be on an approved leave of absence.
 - 4. Submit a confidential statement from a treating physician which indicates:
 - a) That the employee's absence is due to one of the following qualifying reasons:
 - i. The employee has a "serious health condition," as defined by the Federal Family and Medical Leave Act and the California Family Rights Act, that requires the employee's absence from work for longer than two (2) pay periods, including intermittent absences that are related to the same "serious health condition"; or
 - ii. The employee is caring for his or her spouse, registered domestic partner, or parent (including step-parents), parent-in-law, child (including step-child), spouse, sibling, grandparent, or grandparent-in-law. ("Immediate Family Member"), who has a "serious health condition" that requires the employee's absence for longer than two (2) pay periods.
 - and**
 - b) Estimates the duration of the employee's absence from work.
 - 5. Have applied for short-term disability or long-term disability insurance, if any, for Workers' Compensation benefits, if eligible, or for other supplemental benefits.
 - 6. Have exhausted all earned leave balances (including sick, vacation, compensatory time, and administrative leave), but have not begun receiving short-term disability benefits. However, the Assistant City Manager may approve the request for sick leave donations prior to all balances being exhausted when the physician's statement and existing leave balances indicate that all such balances will be exhausted within the next two pay periods.
- B. Request for Donated Leave: Eligible employees must submit to the Assistant City

Manager, a Request for Donated Leave form, accompanied by the statement from their treating physician described above. The request and accompanying physician's statement must be submitted in a sealed envelope labeled "Confidential – Request for Donated Leave." If the requesting employee is unable to make the request on his or her own behalf, the employee's authorized agent may submit a request on the employee's behalf.

- C. Approval of Request: The Assistant City Manager will approve or deny the Request for Donated Leave.
- D. Payment of Leave: Donated leave shall be paid to the employee on the first pay period following the approval date, and payments are not retroactive.
- E. Return to Work: Should the requestor return to work prior to the donated leave being utilized, the remaining leave amount will be re-credited to the Sick Leave Donation Bank.
- F. Use of Donated Leave: While using leave from the Sick Leave Donation Bank, the recipient will be treated as though he/she was using his/her own sick leave (for example, at their regular rate of pay, based on their regular work schedule, etc.). Donated sick leave payments will be suspended as of the date the employee becomes eligible to begin receiving wage replacement benefits, including but not limited to short-term disability benefits, long-term disability benefits, and workers' compensation benefits.
- G. Taxation: The donated hours used by the recipient are taxable to him/her in accordance with Internal Revenue Service regulations and are subject to withholdings as required by law.
- H. No Guarantee: There is no guarantee of the availability of leave donations under this Policy, and this Policy does not entitle employees to extra leave during a catastrophic illness or injury beyond that which meets all qualifications under the terms of this policy.

V. **Sick Leave Donation Bank**: The Sick Leave Donation Bank and program shall be administered as follows:

- A. Administration: The Assistant City Manager will administer the Sick Leave Donation Bank and coordinate the sick leave donation program. The Sick Leave Donation Bank may be abolished at any time, at the discretion of the City, subject to the meet and confer process on the effects of the abolishment.
- B. Accounting for Donated Leave: Sick leave donated to the Sick Leave Donation Bank shall be converted to a cash value based on the donating employee's hourly rate of pay. Leave paid out shall be converted to sick leave hours based on the recipient employee's hourly rate of pay.
- C. Taxation: State and Federal income tax on the value of the leave shall be reported as income and taxable to the recipient, in accordance with Internal Revenue Service regulations, and are subject to withholdings as required by law.
- D. Confidentiality: All persons who coordinate the leave donation program shall emphasize the voluntary nature of the contribution. The collection and distribution of sick leave time shall be done in a way to ensure confidentiality for the donors and the recipients. The names of the donors and recipients shall not be disclosed. The Assistant City Manager will receive an employee's request for leave confidential statement from the requestor's physician in a manner consistent with the Federal Family and Medical Leave Act and the California Family Rights Act.

- E. Sick Leave Drive: At any time, or when the Leave Donation Time Bank is depleted, the Assistant City Manager may hold a leave donation drive for eligible employees to donate sick leave under this program. Donors and recipients will not be disclosed.
- F. Modification/Termination: The City has sole discretion to modify this Policy as it deems necessary, subject to the meet and confer process on the effects of that decision. This Policy and Sick Leave Donation Bank may be abolished at any time, at the discretion of the City. If hours are remaining in the Sick Leave Donation Bank at the time it is abolished, the City will credit all donors' leave balances with a pro rata share of the hours remaining in the Bank in accordance with the number of hours each donor contributed, during the preceding 12 months.

CITY OF DUARTE
REQUEST TO DONATE SICK LEAVE

Donor's Name (printed): _____

Donor's Department: _____

I wish to donate to the City's Sick Leave Bank, a voluntary leave time donation bank.

I understand the following provisions related to my donation:

1. I certify that I am full-time non-probationary employee in regular status. I am currently accruing sick leave hours and am not on a leave of absence.
2. I understand that: The minimum donation is 4 hours. All donations must be in full hour increments. Leave that has not accrued is not eligible to be donated. Only sick leave currently accrued is eligible for donation. I cannot borrow future sick leave accruals for donation.
3. I understand that once hours are donated, I have given up all rights to the hours. The hours remain in the bank until used by an eligible employee. Donations are voluntary, confidential, and irrevocable. If the program is abolished, the City will credit all donors' leave balances with a pro rata share of the hours remaining in the Bank in accordance with the number of hours each donor contributed, during the preceding 12 months.
4. I understand that I am encouraged to carefully consider the number of hours that I elect to donate to ensure that I retain a leave balance that meets my personal needs. I further understand that I am required to retain a balance of at least 160 hours of accrued sick leave in my available sick leave bank.
5. I understand that donations are made to the City's Sick Leave Donation Bank, not specific employees. I further understand that it is the responsibility of the program administrators to determine payout based on the program guidelines.
6. Program decisions are made in accordance with the City's Sick Leave Donation Policy.

Please donate _____ hours of my accrued sick leave hours to this program.

Donor's Signature

Date

For HR Office Use Only

_____ Allowable Hours \$ _____ Hourly Rate \$ _____ Total Dollar Value

☐ Denied ☐ Approved

Approval by Assistant City Manager

Date

Submit Form to: Human Resources Office, 1600 Huntington Drive, Duarte, CA 91010
(626) 357-7931 Phone (626) 358-0018 Fax

CITY OF DUARTE
CONFIDENTIAL REQUEST TO RECEIVE DONATED SICK LEAVE

I am requesting to receive additional sick leave pursuant to the City's Sick Leave Donation Policy due to a Serious Health Condition: a serious debilitating illness or injury that incapacitates the employee or his or her family member and meets the qualification of a serious health condition as defined in the City's Sick Leave Donation Policy.

Name (printed): _____

Department: _____

Have you received Donated Sick Leave this calendar year? No ☐ Yes ☐ Date: _____

Number of hours requested: _____ Dates of Leave: From _____ to _____

Briefly state the reason(s) for additional leave hours (please do not include medical diagnosis): _

I understand that:

- I must be a regular status employee who is eligible to accrue and use sick leave.
- I must be on an approved leave of absence.
- I must provide a medical provider's verification of illness or injury.
- I must exhaust all paid leave credits (sick, vacation, administrative leave, and CTO) before I am eligible to receive Donated Sick Leave.
- In order to use Donated Sick Leave, I may not be on any other City pay status, receiving City disability, Worker's Compensation or any other supplemental benefits.
- My participation in the Donated Sick Leave program is subject to provisions outlined in the City's Sick Leave Policy.
- Any unused hours will be returned to the Donated Sick Leave Bank.
- Review and approval or denial of my request will include a review to determine if my request meets the standards set forth in the City's Sick Leave Donation Policy.
- There is no guarantee that Donated Sick Leave will be available to me.

Signature: _____ Date: _____

For HR Office Use Only

☐ Denied ☐ Approved _____ Hours Transferred

Assistant City Manager Approval/Authorization Signature:

Signature

Date

**Memorandum of Understanding
Between City of Duarte and
SEIU Local 721 General Employees**

Fiscal Years 2017/2018 to 2019/2020

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**Memorandum of Understanding Between
City of Duarte
And
SEIU Local 721 – General Employees**

This Memorandum of Understanding ("MOU") is made and entered into by and between the City of Duarte ("City") and the Service Employees International Union, Local 721 ("SEIU 721").

1. Recognition

The City recognizes SEIU 721 as the representative for those employees employed by the City in the following classifications:

- Accountant
- Accounting Specialist
- Administrative Assistant
- Administrative Secretary
- Assistant Planner
- Bus Driver
- Civil Engineering Technician
- Clerk/Typist Receptionist
- Code Compliance/ Animal Control Officer
- Community Development Technician
- Crime Prevention Specialist
- Custodian
- Field Services Supervisor
- Irrigation Control Technician
- Human Resources Specialist*
- Lead Driver
- Maintenance Technician
- Public Safety Coordinator
- Recreation Coordinator
- Senior Code Compliance/ Animal Control Officer
- Senior Custodian
- Senior Maintenance Technician
- Senior Maintenance Technician/Electrician

- * Confidential Employee – Pursuant to Government Code Section 3507.5 this classification is "restricted from representing any employee organization on matters within the scope of representation."

2. Term

The term of this MOU shall be from July 1, 2017 to June 30, 2020.

3. MOU Distribution

The City will provide all current and new employees, covered by this MOU, with a copy of the MOU.

4. Salaries

Effective July 1, 2017, the base salary range of each classification in the bargaining unit shall be increased by three percent (3%).

Effective July 1, 2018, the base salary range of each classification in the bargaining unit shall be increased according to the percentage of annual change in the CPI-U for Los Angeles-Riverside-Orange County, CA for 2017. For example, if the CPI-U reports at 3.2% increase in CPI-U, the base salary range of each classification in the bargaining unit shall be increased by 3.2%

Effective July 1, 2019, the base salary range of each classification in the bargaining unit shall be increased according to the percentage of annual change in the CPI-U for Los Angeles-Riverside-Orange County, CA for 2018.

The resulting salary range for each classification effective July 1, 2017 is set forth in Appendix A.

5. Medical Insurance

a. Employees

Each full-time and three-quarter-time employee will be provided medical insurance coverage through the PERS system. Effective July 1, 2017, the City will contribute toward the cost of any insurance program for employees and dependents at the following monthly rates:

	Full Time Employees	3/4 Time Employees*
Employee Only	100% Kaiser Premium	75% Kaiser Premium
Employee + One	100% Kaiser Premium	75% Kaiser Premium
Employee + Two or More	100% Kaiser Premium	75% Kaiser Premium

Employees will pay any excess premiums through payroll deduction.

Effective January 1, 2018, the City will increase its contribution, up to an additional 5%, based on the Kaiser premium for each group set forth above. For

example, if the Kaiser premium increases 3% in 2018, the City will fully contribute the 3% increase. However, if the Kaiser premium increases 7% in 2018, the City will contribute 5% of the increase.

Effective January 1, 2019, the City will increase its contribution, up to an additional 5%, based on the Kaiser premium for each group set forth above, as adjusted in 2018.

Effective January 1, 2020, the City will increase its contribution, up to an additional 5%, based on the Kaiser premium for each group set forth above, as adjusted in 2019.

The City will provide taxable cash to employees who waive medical insurance coverage and provide written proof of other medical insurance to the City according to the following scale:

	Full Time Employees	3/4 Time Employees*
Employee Only	\$218.00	\$163.00
Employee + One	\$435.00	\$326.00
Employee + Two or More	\$566.00	\$424.00

Employees who choose a plan where the premiums are lower than the amounts paid by the City listed in the chart above will not receive the difference between their chosen plan and the City's maximum coverage.

b. Retirees

The City will provide medical insurance coverage for retirees and their dependents through the PERS system. To be eligible, employees must retire within one hundred and twenty (120) days of their separation from employment from the City of Duarte. The City's contribution to insurance premiums for retirees will be set at the same levels as they are for active employees. Retirees will pay any excess premiums through deductions in their retirement benefits. The City will provide taxable cash to retirees who waive medical insurance coverage and provide written proof of other medical insurance to the City according to the following scale:

	Full Time Employees
Retiree Only	\$218.00
Retiree + One	\$435.00
Retiree + Two or More	\$566.00

c. Changes to Health Care Laws

The parties recognize that certain changes to State or Federal laws, programs, taxes or regulations including, but not limited to, the Affordable Care Act, may impact future medical plan offerings. In the event that such reform measures or resulting changes in the healthcare marketplace alter healthcare coverage options, costs or other elements of healthcare and materially alter the provisions of this MOU, either party may request to reopen Article 5 regarding medical insurance to meet and confer over any changes to the medical insurance.

d. One Time Payment

In acknowledgement that employees have had increases in the cost of health insurance, the City will provide employees with a one-time payment to assist in the offsetting of this increase cost. Employees will receive \$125 for each month between July 1, 2015 through June 30, 2017, up to a maximum amount of \$3,000.00. This payment will be provided on a check separate from the employee's normal payroll check, on or about July 1, 2017.

Employees acknowledge their understanding that this payment will be subjected to state and federal withholding. Employees acknowledge their understanding that this payment will be subject to state and federal taxes, but is not reportable to CalPERS.

6. Dental and Vision

a. Dental Insurance

Each full-time and three-quarter-time employee will be provided dental coverage through the City-sponsored dental plan. Enrollment in the plan is mandatory and no cash alternative will be provided. Eligibility will begin the first day of the month following hire. The Delta Dental PPO plan allows the covered employee and their eligible dependents to receive care from any licensed dentist; however, the highest level of benefits will be received when utilizing a Delta PPO Provider. Effective July 1, 2017, the City will contract to provide for adult orthodontic coverage. The City will provide all employees with information from Delta Dental regarding the details of the plan, and will provide any information regarding changes made to the plan.

Effective July 1, 2017, the City will contribute toward the cost of the City sponsored dental plan for employees and their dependents at the following monthly rates:

	Full Time and 3/4 Time Employees
Employee Only	\$52.53

Employee + One	\$92.97
Employee + Two or More	\$148.35

The City will pay for any increases due to renewal rates through the term of this MOU up to ten percent (10%). In the event that the cost increases by more than ten percent (10%) over the term of the MOU, the City shall notify the Union and the parties shall meet and confer regarding the Dental Plan.

b. Vision Insurance

Each full-time and three-quarter-time employee will be provided vision coverage through the City sponsored vision plan. Enrollment in the plan is mandatory and no cash alternative will be provided. Eligibility will begin the first day of the month following hire. The Vision Service Plan (VSP) plan allows the covered employee and their eligible dependents to receive care from any vision provider; however, the highest level of benefits will be received when utilizing a VSP contracted provider.

Effective July 1, 2017, the City will contribute toward the cost of the City sponsored vision plan for employees and their dependents at the following monthly rates:

	Full Time and 3/4 Time Employees
Employee Only	\$10.28
Employee + One	\$14.92
Employee + Two or More	\$27.08

The City will pay for any increases due to renewal rates through the term of this MOU up to ten percent (10%). In the event that the cost increases by more than ten percent (10%) over the term of the MOU, the City shall notify the Union and the parties shall meet and confer regarding the VSP.

7. Sick Leave

All full-time employees will receive up to ninety-six (96) hours of sick leave per year. Three-quarter-time employees will receive up to seventy-two (72) hours of sick leave per year. Employees shall be compensated for sick leave at their regular rate of pay.

a. Accrual

There will be no limit to the amount of sick leave an employee may accrue. Sick leave accrues at the rate of 1/26th of an employee's annual sick leave allotment per pay period. On the last day of each pay period, each eligible employee will have 1/26th of his or her annual sick leave added to his or her earned sick leave

balance, which is available for use on the pay date of that pay period.

b. Use of Sick Leave

Upon verbal or written request, sick leave may be used for the following purposes:

- i. Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or an employee's family member. Family member shall include: a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of the child's age or dependency status; a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; a spouse; a State of California registered domestic partner; a grandparent; a grandchild; and a sibling.
- ii. For employees who are victims of domestic violence, sexual assault, or stalking, taking time off to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child.
- iii. For employees who are victims of domestic violence, sexual assault, or stalking, taking time off to seek medical attention for injuries caused by the domestic violence, sexual assault, or stalking; to obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking; to obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; and to participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

In cases where lost work time due to illness or injury exceeds four days, or when the employee has been frequently absent (more than four cumulative days in a calendar year), the City Manager or designee may require a written physician's confirmation of the nature of the illness or injury. Employees are not responsible for finding other employees to cover shifts due to their use of paid sick leave. Should work time lost due to illness or injury exceed the employee's accrued sick leave balance, then any available vacation, floating holidays, or compensated time off will be used as compensation.

c. Conversion to Service Credit upon Retirement

Pursuant to the terms of the City's contract, as amended, with the California Public Employees' Retirement System (CalPERS), upon voluntary retirement the

employee may convert one hundred percent (100%) of his/her accrued sick leave balance, less any amount used under the provisions to retirement service credit.

d. Notification

If the need for sick leave arises, the employee will notify their respective department head or other supervisor designated by the department head of the need for leave as soon as practicable. It will be the employee's responsibility to keep the department head informed on a daily basis of his/her condition as it relates to absence from employment.

e. Sick Leave Donation Policy

Employees may voluntarily donate sick leave to a donation bank, which is maintained for the use of qualified employees who have suffered a catastrophic illness or injury and have exhausted their paid leaves of absence. This program is set forth in an administrative policy, which is also attached as Attachment B.

f. Reinstatement of Unused Sick Leave

Up to 30 hours of unused sick leave at separation shall be reinstated upon return to active status with the City occurring within no more than 12 months of separation. For purposes of this provision, unused sick leave is leave that was accrued, but never taken by the employee, and that was not converted to service credit under section 7.c., or donated under section 7.e, above.

g. Inspection of Records Pertaining to Sick Leave

Upon reasonable request, and within 21 calendar days after the request, the City shall afford current and former employees the right to inspect or copy records pertaining to their hours worked and paid sick days accrued and used.

8. Vacation

Each employee will receive paid vacation in the amounts listed below:

Length of Service	Full-time	Three-quarter time
Date of hire to 5 years of service	82 hours	61.5 hours
5 years plus one day to 10 years	120 hours	90 hours
10 years plus one day to 11 years	130 hours	97.5 hours
11 years plus one day to 12 years	140 hours	105 hours
12 years plus one day to 13 years	150 hours	112.5 hours
13 years plus one day to 14 years	160 hours	120 hours
14 years plus one day to 15 years	170 hours	127.5 hours

15 years plus one day or more	180 hours	135 hours
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a. Waiting Period

Employees of the City will not be permitted, until after six (6) months of continuous employment, to take paid vacation, unless otherwise approved in writing by the appropriate department head and the City Manager. The scheduling of vacation time is subject to the prior written approval of the department head and verification of accrued vacation time by the Personnel Division. No employee will be permitted to take a vacation in excess of accrued vacation time unless specifically authorized in writing by the City Manager.

b. Accrual

At the conclusion of each pay period, every full-time or three-quarter-time employee will have added to his or her vacation balance 1/26th of the annual vacation hours for which the employee is eligible. Effective June 1, 2007, employees will not be allowed to accrue vacation leave in an amount greater than three-hundred and sixty (360) hours.

c. Annual Buyback

Employees with five (5) or more years of continuous full-time or three-quarter-time service with the City will be allowed to sell accrued vacation leave back to the City at one-hundred percent (100%) of its full value. The maximum amount of the annual buyback is as follows:

Length of Service	
Date of hire to 5 years of service	0 hours
5 years plus one day to 10 years	40 hours
10 years plus one day or more	60 hours

Employees will be given the opportunity to sell accrued vacation leave back to the City once per year on a date determined by the City, on or before July 31st of each fiscal year.

d. Payoff at Termination

Employees terminating from City employment will be paid in full for all earned and unused vacation.

9. Bereavement

Each employee will be entitled to bereavement leave in an amount of forty (40) hours per incident. Bereavement leave will be granted only in those cases involving the death of a parent (including step-parents), parent-in-law, children (including

step-children), spouse, sibling, grandparent, grandparent-in-law, or registered domestic partner.

10. Standby Pay

Employees placed on standby for the week (commencing at noon on Wednesday and ending at noon on the following Wednesday) shall receive two hundred and seventy-five dollars (\$275.00) per week. An employee will be required to carry a cell phone while on standby duty. Such time is not considered hours worked under the Fair Labor Standards Act and will not be compensated in any manner except as set forth above.

Employees on standby are required to answer a call within five (5) to ten (10) minutes and are responsible for remaining within a fifty (50) mile radius of the City.

Standby duty assignments are rotated based on current practices. An annual list shall be established to give employees advance notice of their assignment.

All employees assigned to standby duty are expected to complete their duty week and will be held responsible for its completion. Exchange of duty week between employees is possible with approval of the Field Services Manager. In case of illness or other circumstance in which an employee cannot finish his/her assigned duty, the employee on standby duty shall contact the Field Services Manager who has the responsibility to provide coverage for the standby duty. The pay for each employee serving standby will be proportionately divided based on the amount of time each worked during the week.

The procedures in this section are subject to the joint labor-management committee on standby and call back pay as set forth in Article 39 of this Agreement.

11. Call Back Pay and Off-Duty Work

a. Call Back Pay

Employees, whether on standby or not, who are called back to perform duties outside of their regular work schedule shall be paid at the rate of one and one-half (1½) times the employee's regular rate of pay for a minimum of two (2) hours.

If an employee is called back between the hours of midnight and 4:00 A.M., minimum pay of three (3) hours at the rate of one and one half (1½) times the employee's regular rate shall apply.

If an employee is called back on a non-working day or holiday between the hours of midnight and 6:00 A.M., minimum pay of three (3) hours at the rate of one and one half (1½) times the employee's regular rate shall apply.

Note that this provision is irrespective of paid leave time exclusions as set forth in Section 15 (Overtime).

b. Off-Duty Contact and Work

Employees will be compensated if they are contacted while off-duty and must perform some work duty in response to the contact. This type of work performance is intended to cover work which may be handled by phone, text, email, or other means. Employees who are contacted and perform such work duties will receive at least fifteen minutes of compensation and the actual time worked for time over fifteen minutes.

This section does not apply to an employee who is physically called back to work. An employee who is physically called back is subject to Section 11.a.

12. Salary Upon Appointment To A Position In An Acting Capacity

Whenever the needs of the City require an employee to temporarily perform the duties of a higher classification than that in which the employee is currently employed for a period of more than twelve (12) consecutive working days, the employee shall receive the salary rate of the higher class in which he/she is performing the required duties. In such cases, the employee shall be paid at an appropriate step of the salary schedule of the higher classification which will ensure an increase of not less than five percent (5%) greater than the salary of his/her current position, but in no case shall such salary exceed the top salary step of the higher classification. If the temporary performance of the higher classification requires the employee to solely perform the higher classification, then the parties understand and intend for the additional compensation to be classified as "Temporary Upgrade Pay" and reportable to CalPERS as special compensation.

The higher salary rate payable shall commence on the thirteenth working day following the temporary reassignment to the performance of duties of the higher classification.

The requirement for the performance of duties of the higher classification shall be placed in writing by the Personnel Officer (or his/her designee) following recommendation by the affected Department Head. No employee shall be required to perform any of the duties of a higher classification unless that employee is deemed to possess the minimum qualification of the higher classification by the Personnel Officer as recommended by the affected Department Head.

The employee assigned to perform the duties of a higher classification shall not serve for more than ninety (90) working days in a higher classification whenever a vacancy exists (or it is apparent that a vacancy will be present) without the announcement by the Personnel Officer of an approved examination as otherwise provided in the rules and regulations. In no case shall an employee serve more than

six (6) months in a higher classification without successfully passing the examination.

A person appointed in an acting capacity shall be eligible to receive performance increases in his/her permanent position during the acting appointment but shall not be entitled to performance increases in the position which he/she holds in an acting capacity. If successful in being promoted, the period of time of service in the higher classification shall be credited for the promoted employee toward the required period of probation for the higher classification as otherwise required in these rules.

The Personnel Officer shall obtain the employee's written consent for the temporary performance of any of the duties of the higher classification beyond a period of twelve (12) working days, prior to an employee assuming or continuing the duties and compensation of a higher classification, which consent shall clearly state that it is understood that the employee will be returned to his/her original salary rate upon the expiration of the need for the performance of the duties of the higher classification. In no instance shall the salary rate of the higher classification extend beyond the six (6) months period as hereinabove set forth, unless otherwise promoted in accordance with the Personnel Rules and Regulations.

13. Tuition Reimbursement

Employees are eligible to be reimbursed for seventy-five percent (75%) of the cost of college accredited academic courses, taken for credit, outside regular working hours, that are directly related to their job duties, or are required for a degree in their occupational field in local government. An employee must request advance approval from his/her Department Head prior to enrollment in order to be eligible for reimbursement under this section. The Department Head, in his/her sole discretion, will determine whether the courses meet the standard articulated above. The reimbursement will not exceed three thousand dollars (\$3,000.00) for full-time employees or two-thousand, three-hundred dollars (\$2,300.00) for three-quarter-time employees, during any fiscal year. Reimbursement costs include those for registration, parking, and books. Proof of course completion and a grade of "C" or better are required.

14. Section 125

Pursuant to Internal Revenue Service (IRS) Code Section 125, the City has established a voluntary flexible spending arrangement that is funded by salary reductions and reimburses employees for qualified expenses, such as dependent care assistance and medical care reimbursements. The City will continue to maintain a Section 125 program for all full-time and three-quarter-time employees.

15. Overtime

a. Eligibility for Overtime

Exempt and non-exempt classifications will be set by City resolution according to the requirements of the Fair Labor Standards Act. City employees may be required to work overtime by their respective department head, subject to City Manager approval. Only time actually worked in excess of forty (40) hours in a given workweek will be considered overtime for non-exempt employees. Vacation leave, sick leave, holidays, and other time not actually worked will not be counted towards the forty (40) hours.

b. Overtime Compensation

Non-exempt employees will be compensated for overtime at one and one-half (1.5) times their regular rate of pay for all hours worked in excess of forty (40) in a workweek.

c. Attendance at Meetings

Any employee may be required by their department head or his/her designee to attend meetings. Employees will be compensated at regular pay rates for required attendance at meetings, and shall receive overtime if such attendance requires the employee to work more than forty (40) hours in a workweek.

d. Use of Overtime Discouraged

The City Manager will take all necessary measures to minimize the use of overtime. All employees must receive advance approval from their Department Head or his/her designee to work in excess of forty (40) hours in a workweek.

e. Compensatory Time Accumulated

In lieu of overtime pay, employees may, with department head approval, receive compensatory time off. However, no employee will be permitted to accrue more than sixty (60) hours of compensatory time off. Once an employee reaches sixty (60) hours of compensatory time off, he/she will automatically receive overtime pay until he/she has reduced his/her hours of compensatory time off.

16. Bilingual Pay

a. Eligibility

Employees who are certified as bilingual by the City in accordance with these provisions and who designated to provide bilingual services as required shall receive bilingual pay. A Department Head can require that an employee seek certification to provide bilingual services when the needs of the City necessitate translation for the public. An employee may also request to become bilingual certified by submitting a verbal or written request to the Human Resources Director. Only employees who have advance approval from the Human

Resources Director may seek to become bilingual certified and eligible for bilingual pay. Only employees who have become bilingual certified and are eligible for bilingual pay may be required to provide translation services.

b. Certification

The City will offer certification for bilingual pay for Spanish (verbal only). The City, in its sole discretion, may change the languages for which the City offers certification for bilingual pay. The City, in its sole discretion, may limit the number of employees who will be offered bilingual pay. Such a limitation may be City-wide or may be specific to a Department.

The certification process will be administered through a bilingual examination conducted by the Los Angeles Unified School District (LAUSD). Employees wishing to be certified as bilingual must make a request to the Human Resources Director. Upon such request, the Human Resources Director will evaluate the need for bilingual services, and if the City determines that such services are needed, the Human Resources Department will schedule a telephone and/or in-person bilingual examination with a LAUSD representative and the employee. The Human Resources Department will administer requested bilingual examinations as soon as practicable, but on no less than a quarterly basis.

The bilingual examination will be scored by LAUSD on a pass/fail basis. Examination scores are final and non-appealable. Employees who fail the examination, or who fail to appear for a scheduled examination, may not take another bilingual examination in the same language for a minimum of six months following the failed or missed examination. Employees who pass the examination will be certified as bilingual by the City. Employees who are certified as bilingual by the City are not required to be re-tested. New employees will be notified of the bilingual pay program during orientation.

c. Amount

Effective July 1, 2017, the City will increase the amount of bilingual compensation from \$100.00 per month to \$125.00 per month to an eligible employee certified as bilingual by the City and who provides bilingual services as required, in addition to his/her base rate of pay, beginning on the first pay period after certification. Employees certified by the City as bilingual in two or more languages shall not receive more than \$125.00 per month.

17. Holidays

a. Holidays Observed

The City provides regular and probationary employees with the following ten (10) paid holidays during the calendar year:

<u>HOLIDAY</u>	<u>DATE OBSERVED</u>
New Year's Day	January 1 or January 2 if January 1 falls on a Sunday
Martin Luther King Day	third Monday in January
President's Day	third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	first Monday in September
Thanksgiving Day	fourth Thursday in November
Day after Thanksgiving Day	fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

If a holiday falls on an employee's regularly scheduled day off, the employee will receive a floating holiday, according to the provisions of Section 17.b, below. In such a case, the floating holiday will accrue on the date of the holiday.

b. Floating Holidays

The employee may use all floating holiday time at any time before the end of the fiscal year, as long as the employee has obtained the advance permission of his/her department head for the scheduling of the holiday.

Unused floating holidays will be automatically cashed out at the end of the fiscal year.

In case an employee terminates employment with the City, he or she will be fully compensated for any accrued, but unused, floating holidays.

c. Amount of Holiday Pay

Employees shall receive holiday pay, including floating holidays, in an amount equal to their regular schedule and rate of pay. For example, an employee who is assigned to a 4/10 schedule shall receive ten (10) hours of holiday pay, and an employee who is assigned to a 5/8 schedule shall receive eight (8) hours of holiday pay.

d. Work on Holidays

An employee who is scheduled and required to work on a date that the City has observed as a holiday shall be compensated at twice (2x) the employee's regular salary for all time actually worked on the date the holiday is observed. The employee shall not be provided with an alternative day off to observe the holiday or with a floating holiday.

18. Disability Insurance

The City will provide full-time and three-quarter-time employees with short and long-term disability insurance coverage, which provides an annual benefit of 66.6667% of earnings. Employees will become eligible for coverage the first of the month after their date of hire. Benefits will begin after a 30-day elimination period.

19. Life Insurance

All full-time and three-quarter-time employees will be entitled to group life insurance coverage equal to their annual salary, rounded to the next higher one-thousand dollars (\$1,000.00). For three-quarter-time employees, annual salary will be based on their normal work schedule.

20. Retirement

Employees are provided retirement benefits through the California Public Employees' Retirement System (CalPERS). The CalPERS benefits summarized here are pursuant to the City's contract with CalPERS, and are subject to and in accordance with the California Public Employees' Retirement Law and the California Public Employees' Pension Reform Act of 2013.

a. Tier 1: Employees Hired Before March 19, 2012 (Tier One Classic Members)

(1) Application

This section applies to full-time and three-quarter-time employees hired before March 19, 2012.

(2) "2.5% at 55" Benefit Formula (Gov. Code § 21354.4)

Effective June 22, 2003, the "2.5% at 55" benefit formula will be available to employees covered by this section. The City will continue to pay the required employer contribution. The employee will continue to pay, through payroll deductions, the full eight-percent (8%) member contribution.

(3) Final Compensation Based on the Single Highest Year (Gov. Code § 20042)

For purposes of determining a retirement benefit, final compensation for employees covered by this section shall be based on the compensation earnable for the single highest year.

b. Tier 2: Employees Hired On or After March 19, 2012 but Before January 1, 2013, and for Classic Members Hired On or After March 19, 2012 (Tier 2 Classic Members)

(1) Application

This section applies to full-time and three-quarter-time employees hired on or after March 19, 2012 but before January 1, 2013. Additionally, this section applies to full-time and three-quarter-time employees hired on or after January 1, 2013 who do not meet the definition of "new member" as set forth in Government Code Section 7522.02(f).

(2) "2.0% at 60" Benefit Formula (Gov. Code § 21353)

The "2% at 60" benefit formula will be available to employees covered by this section. The City will continue to pay the required employer contribution. The employee will continue to pay, through payroll deductions, the full seven-percent (7%) member contribution.

(3) Final Compensation Based on the Average of the Three Highest Years (Gov. Code 20037)

For purposes of determining a retirement benefit, final compensation for employees covered by this section shall be based on the highest annual average compensation earnable during a consecutive 36-month period.

c. Tier 3: Employees Hired On or After January 1, 2013 (New Members)

(1) Application

This section applies to full-time and three-quarter-time employees hired on or after January 1, 2013 who meet the definition of "new member" as set forth in Government Code Section 7522.02(f).

(2) "2.0% at 62" Benefit Formula (Gov. Code § 7522.20)

The "2% at 62" benefit formula will be available to employees covered by this section. The employee will continue to be responsible for contributing, through payroll deductions, fifty percent (50%) of the normal costs as determined and adjusted by CalPERS.

(3) Final Compensation Based on the Average of the Three Highest Years (Gov. Code 7522.32)

For purposes of determining a retirement benefit, final compensation for employees covered by this section shall be based on the highest average annual pensionable compensation earned during a period of at least 36 consecutive months immediately preceding retirement.

d. Optional Benefits

The City contracts with CalPERS for the following optional benefits, which are available to represented employees as subject to applicable laws:

- Post-Retirement Survivor Allowance (Gov. Code § 21624 and 21626)
- Third Level of 1959 Survivor Benefits (Gov. Code § 21573)
- Military Service Credit as Public Service (Gov. Code § 21024)

e. Disability Retirement

The City may request PERS to retire an employee who becomes physically or mentally unable to perform the duties of his or her position, or may be subject to further injury if employment is continued. The City will engage in the interactive process to determine what, if any, reasonable accommodation(s) is available to the employee prior to making any request for disability retirement.

f. No Employer Paid Member Contributions ("EPMC")

The City shall not pay any portion of the member contributions.

21. Work Schedule

General City working hours are Monday through Thursday, 7:30 A.M. to 6:00 P.M. The City Manager, with reasonable notice to the employee, may adjust the working hours of individual departments, and department heads, with reasonable notice to the employee, may adjust the working hours of individual employees. Any adjustment to a work schedule will be based on the needs of the City, with consideration given to the preference of the employee.

Should the City exercise its discretion to change the general City working hours, the City shall notify the Union thirty (30) days in advance of the proposed change(s) and provide the Union with the opportunity to discuss the impact of such change(s) on the affected employees.

22. Classification Revision

SEIU 721 recognizes that the City has the discretion to create a new job classification/description and or modify an existing job classification/description. The City shall notify the Union and provide the Union with the opportunity to discuss the content and the job classification/description.

23. Mileage Reimbursement

Employees required or allowed by their department head to use private automobiles for City business will be reimbursed based on the Internal Revenue Service standard mileage rates.

24. Uniforms

The City Manager may require any and all employees to regularly wear uniforms. Should such a uniform be required, the City will provide it. Full-time and three-quarter-time employees will receive one hundred and fifty dollars (\$150.00) per fiscal year for uniform maintenance, and four hundred dollars (\$400.00) per fiscal year for safety shoes or other required footwear.

As detailed in Article 39, the parties agree to reopen this Article of the MOU as part of a Joint Labor Management Committee in order to memorialize the current practices related to uniform allowances and the value of uniforms provided by the City, in order to comply with CalPERS obligations.

25. Deferred Compensation

The City will make a deferred compensation program available to benefited employees that complies with the rules and regulations established by the Internal Revenue Service. Employees will be allowed to participate in the program through payroll deduction.

26. Computer Loan Program

The City will continue its present employee computer loan program. Generally, benefited employees may have two active loans, in a total amount not to exceed three-thousand dollars (\$3,000.00), for the purchase of new computer equipment. Loans will be interest-free and payable over a two-year period. The minimum loan payment will be 1/52 of the amount borrowed, and will be made through payroll deduction. The balances of any outstanding loans become due and payable upon termination, and will be deducted from an employee's final check. Continuation of the program is subject to annual budget appropriations by the City Council, and will be administered according to policies and procedures established by the City Manager.

27. Fitness Center Membership

Full-time and three-quarter-time employees and retirees of the City will be entitled to free individual membership at the Duarte Fitness Center.

28. Layoffs

Layoffs will be made first and primarily on the basis of merit job performance and secondly on the basis of seniority (date of hire). Employees will receive notice of the layoff at least ten (10) working days prior to the effective date. Names of persons laid off shall be carried on a reemployment list for twelve (12) months. If the City restores the laid off position(s) within the twelve (12) months period, it shall first offer the position(s) to persons on the reemployment list before using any other

selection method. The name of the individual re-appointed to a permanent position of the same class shall, upon reappointment, be removed from the list. An individual who declines reemployment shall be dropped from the list.

29. Severance Pay

When a full-time employee is laid off, and when the service of the employee being laid off has been deemed satisfactory, that employee will be entitled to receive severance pay as follows:

Length of Service	Amount
Date of hire to 2 years	None
2 years plus one day to 5 years	1 month's salary
5 years plus one day to 10 years	2 month's salary
10 years plus one day to 15 years	3 month's salary
15 years plus one day to 20 years	4 month's salary
20 years plus one day to 25 years	5 month's salary
25 years plus one day or more	6 month's salary

Employees terminated from employment due to physical inability to perform their job, and eligible for workers' compensation benefits, will not be entitled to severance pay. Any additional years of service purchased by the City towards retirement will be deducted from severance pay.

30. Appeals

Disciplinary Action: Any regular employee shall have the right to appeal a suspension without pay in excess of forty (40) hours, reduction in pay, non-probationary demotion and/or termination. The appeal process shall not be applicable to those positions that may be deemed exempt or to probationary appointments. The appeal process shall not be applicable to any other forms of discipline and/or grievances. An employee desiring to appeal the appointing authority's decision shall have ten (10) calendar days after receipt of the response to file an appeal. The employee's request for appeal must be addressed to the City Manager and received in the City Manager's office so that it is date stamped by the City Manager's office within the ten (10)-day period.

If within the ten (10)-day appeal period, the employee involved does not file said appeal, unless good cause for the failure is shown, the action of the appointing authority shall be considered conclusive and shall take effect as prescribed. If within the ten (10)-day appeal period, the employee involved files such notice of appeal by giving written notice of appeal to the City Manager, an appeal hearing shall be established as follows:

- a. The California State Mediation and Conciliation Service shall be requested to

submit a list of seven (7) persons qualified to act as hearing officers to the City and the employee. Within ten (10) days following receipt of the list of hearing officers, the parties shall meet to select the hearing officer. The parties shall alternately strike one (1) name from the list of hearing officers (the right to strike the first name to be determined by lot) until one (1) name remains, and that person shall be the hearing officer.

- b. Where practicable, the date for a hearing shall not be less than twenty (20) calendar days, or more than sixty (60) calendar days, from the date of the filing of the appeal with the City Manager. The parties may stipulate to a longer or shorter period of time in which to hear the appeal. All interested parties shall be notified in writing of the date, time, and place of hearing.
- c. All hearings shall be private provided, however, that the hearing officer shall, at the request of the employee, open the hearing to the public.
- d. Subpoenas and subpoenas *duces tecum* pertaining to a hearing shall be issued at the request of either party, not less than seven (7) calendar days, prior to the commencement of such hearing. After the commencement of such hearing, subpoenas shall be issued only at the discretion of the hearing officer.
- e. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted, if it is the sort of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules that might make improper admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded. The hearing officer shall not be bound by technical rules of evidence. The hearing officer shall rule on the admission or exclusion of evidence.
- f. Each party shall have these rights: To be represented by legal counsel or other person of his/her choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the employee does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination. Oral evidence shall be taken only on oath or affirmation. A court reporter will be engaged to record the hearing, unless the parties (City, hearing officer, employee/employee representative) mutually agree that same is not necessary.

- g. The hearing shall proceed in the following order, unless the hearing officer, for special reason, otherwise directs:
1. The party imposing discipline shall be permitted to make an opening statement;
 2. The appealing party shall then be permitted to make an opening statement;
 3. The party imposing disciplinary action shall produce the evidence on his/her part; the City bears the burden of proof and burden of producing evidence;
 4. The party appealing from such disciplinary action may then open his/her defense and offer his/her evidence in support thereof; the employee bears the burden of proof and the burden of producing evidence for any affirmative defenses asserted;
 5. The parties may then, in order, respectively offer rebutting evidence only, unless the hearing officer for good reason, permits them to offer evidence upon their original case; and
 6. Closing arguments shall be permitted and written briefs may be permitted at the discretion of the hearing officer.
- h. The hearing officer shall determine relevancy, weight, and credibility of testimony and evidence. He/she shall base his/her findings on the preponderance of evidence. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the hearing officer, in his/her discretion, for good cause, otherwise directs. No still photographs, moving pictures, or television pictures shall be taken in the hearing chamber during a hearing. The hearing officer, prior to or during a hearing, may grant a continuance for any reason he/she believes to be important to reaching a fair and proper decision. The hearing officer shall render his/her judgment as soon after the conclusion of the hearing as possible and in no event later than 30 days after conducting the hearing. His/her decision shall set forth which charges, if any, are sustained and the reasons therefore. The opinion shall set forth findings of fact and conclusions.
- i. The hearing officer may recommend sustaining or rejecting any or all of the charges filed against the employee. He/she may recommend sustaining, rejecting, or modifying the disciplinary action invoked against the employee. He/she may not recommend for discipline more stringent than that issued by the department head.
- j. The hearing officer's opinion and recommendation shall be filed with the City Manager, with a copy sent to the charged employee, and shall set forth his/her findings and recommendations. In a termination case, if dismissal is not the

hearing officer's recommendation, the opinion shall set forth the date the employee is recommended to be reinstated and/or other recommended action. The reinstatement date, if appropriate, may be any time on or after the date of disciplinary action.

- k. Within thirty (30) days of the receipt of the hearing officer's findings and recommendation, and transcript (which is optional only by the mutual consent of the City and the employee), whichever date is later, the City Manager shall adopt, amend, modify or reject the recommended findings, conclusions, and/or opinions of the hearing officer. Prior to making a decision, which modifies or rejects the recommendation of the hearing officer, the City Manager shall order and read the transcript of the Third Party Advisory Process. Prior to making a decision, which supports the hearing officer, the City Manager may order and read the transcript at his/her option. The City Manager shall not conduct a *de novo* hearing. The City Manager may, at his/her option, allow limited oral arguments and/or may request and review written statements from either side. The decision of the City Manager shall be final and conclusive. Copies of the City Manager's decision, including the hearing officer's recommendation(s) shall be filed where appropriate, including the employee's personnel file, unless no discipline is upheld by the City Manager.
- l. Each party shall bear equally the cost of facilities, fees, and expenses of the hearing officer, including the court reporter and transcripts. Each party shall bear its own witness and attorney fees. If either party unilaterally cancels or postpones a scheduled hearing, thereby resulting in a fee charged by the hearing officer or court reporter, then the party responsible for the cancellation or postponement shall be solely responsible for payment of that fee. This process shall not apply to mutual settlements by the parties, which result in an arbitration fee.
- m. In the case of dismissal prescribed by the City Manager, the time of such dismissal shall be effective from the first day after such delivery of said decision or shall relate back to and be effective as of the date the employee was disciplined pending hearing before and decision by the City Manager, whichever is applicable. If discipline imposed resulted in loss of pay, and the decision results in reduction or elimination of loss of pay, the pay loss shall be restored to the employee based on the number of standard work hours lost computed at his/her then base hourly rate.
- n. The provisions of Section 1094.6 of the Code of Civil Procedure shall be applicable to proceedings under this Section.

31. Dues Deduction

During the term of this MOU, the City agrees to deduct from the pay of each

employee who signs an authorized payroll deduction card a monthly sum certified to him/her by the Secretary of SEIU 721 as the regular monthly dues of SEIU 721. The City shall not deduct any pay for initiation fees, fines, or other special assessments. Dues deduction shall be a specified uniform amount for each employee and any change in the amount of dues deducted shall be by written authorization from SEIU 721.

The employee's earnings must be regularly sufficient, after other legal and required deductions are made, to cover the amount of the dues authorized. When a member in good standing of SEIU 721 is in a non-pay status for an entire pay period, no dues withholding shall be made to cover that period from future earnings, nor shall the member deposit the amount with the City which would have been withheld if the member had been in a pay status during that period. In the case of an employee who is in non-pay status during only a part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. All other legal and required deductions have priority over employee organization dues.

SEIU 721 shall indemnify, defend, hold the City harmless against any claims made, and against any suit instituted against the City on account of employee organization dues. In addition, SEIU 721 shall refund to the City any amounts paid to it in error, upon presentation of supporting evidence.

32. Political Action Committee

Union members may voluntarily authorize in writing a political action committee deduction from their salary. Employees wishing to participate shall provide written authorization on a form furnished by the Union indicating the amount to be deducted. The parties agree that the employee may revoke any such deduction at any time. The parties further agree that neither the Union nor the City will bestow any special benefit or cause any detriment as a result of an employee's voluntary choice to make, decline to make, or revoke a contribution.

33. Stewards

SEIU 721 may designate up to three (3) persons to act as stewards. The names of the designated stewards shall be provided in writing to the City on July 1st of each year, or any time there is change in the designated stewards.

A steward shall be entitled to reasonable release time for the purpose of representing an employee in the grievance or discipline appeal process, attending negotiations, or testifying or appearing as the designated representative. Prior to participating in such business, the steward shall first obtain authorization from his/her immediate supervisor. The immediate supervisor may deny such request if it is deemed that such a request would unduly interfere with the efficiency, safety, or security of City operations. If the request is denied, the immediate supervisor

shall establish an alternate time convenient to the parties when the representative can be released from his/her work assignment.

34. Grievance Procedure

a. Definition

A "grievance" is a formal, written allegation by a grievant that he/she has been adversely affected by an existing violation, misinterpretation or misapplication of the specific provisions of the Memorandum of Understanding and/or provisions of the Personnel Rules and Regulations. Other matters for which a special method of review is provided by law, ordinance, resolution, or by administrative regulations and procedures of the City, are not within the scope of this procedure. This procedure is not to be used in lieu of the Disciplinary and Appeals Procedure set forth in Section 21 of the Personnel Rules & Regulations or Section 30 (Appeals) of this Memorandum of Understanding.

b. Procedure

- (1) Every effort shall be made to resolve a grievance through discussion between the employee and his/her immediate supervisor. It is the spirit and intent of this procedure that all grievances are settled quickly and fairly without subsequent discrimination against employees who may seek to adjust a grievance. Every effort should be made to find an acceptable solution at the lowest level of supervision. Within eight (8) workdays after a grievant knew, or by reasonable diligence should have known, of the condition upon which a grievance may be based, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor.
- (2) If the problem cannot be resolved between the employee and the supervisor, the employee may, within four (4) workdays from the date of receiving the answer from his/her supervisor, request an interview with the division manager, if one exists, in order to discuss the grievance.
- (3) If the division manager and employee cannot reach a solution to the grievance, the employee may, within four (4) workdays from the date of receiving the answer from the division manager, request, in writing, an interview with the Department Head.
- (4) The division manager and/or Department Head shall render his/her decision in writing within eight (8) workdays of receiving the appeal. If the Department Head and employee are unable to arrive at a satisfactory solution, the employee may, within eight (8) workdays from the date of the decision by the Department Head, submit a written appeal to the City Manager.

- (5) The City Manager shall review the grievance and respond to the employee within twenty (20) workdays of receiving the appeal. The City Manager may request additional time, if necessary. The response shall be in writing and will be considered an expression of management's viewpoint, and shall be the final administrative review.
- (6) Mediation. If the grievance is not resolved at Step (5), the employee or the Union at the request of the employee may within ten (10) workdays following receipt of City Manager's response at Step (5), request mediation.

A request for mediation must be in writing and must be submitted to the City's Manager or his/her designee. If the parties mutually agree to submit the dispute to mediation, the Administrative Service Director or his/her designee shall obtain the services of a mediator from the State Mediation and Conciliation Service. The fees for mediation shall be shared equally by Union and the City.

The mediation procedure shall be informal. The primary effort will be to assist both parties in settling the grievance. If the grievance is resolved through mediation, the parties agree to reduce the agreement to writing, signed by all affected parties and accept the results of mediation as binding.

- (7) Should employee or Union fail to meet the deadlines as listed in this procedure, then the grievance shall be deemed withdrawn by the employee or the Union.
- (8) The employee may request the assistance of another person of his/her own choosing in preparing and presenting his/her appeal at any level of review. In the event the employee desires the presence of a representative who is an employee of the City, he/she shall make such request through the supervisor and the supervisor shall make the necessary arrangements for the employee representative to be present.
- (9) The employee and/or his/her representative may use a reasonable amount of work time as determined by the appropriate supervisor or Department Head in presenting the appeal. However, no employee shall absent himself/herself without first being excused by his/her supervisor.
- (10) Employees shall be assured freedom from reprisal for using the grievance procedures by both the City and the employee organization.
- (11) The settlement terms of a grievance which is processed by an employee individually or by an informally recognized employee organization shall not conflict with the express provisions of a Memorandum of Understanding between the City and the formally recognized employee organization for such unit, if any.

- (12) A group grievance may be filed when one (1) set of circumstances or occurrences affects more than one (1) employee in the same manner or to the same extent. The group may file one (1) document, which all members of the group have read and signed. Members of the group shall be limited to those who have signed the grievance. The resolution of a group grievance may not be consistent among all employees in the group grievance due to differences in the circumstances or occurrences that brought about the grievance.

A group grievance affecting all members of an employee organization may be brought by the employee organization itself. In such case the procedure shall be commenced directly at the City Manager level within eight (8) workdays after authorized representatives of the employee organization knew or by reasonable diligence should have known of the condition giving rise to the grievance and shall be subject to all applicable time limitations and the provisions set forth above.

35. Union Business

a. City Facilities

During working times, City facilities that are designated as working areas may be used with the prior approval of the City Manager, or his or her designee, for the purpose of holding meetings if such facilities can be made available without disrupting the normal operations of the facilities or disrupting the normal work schedules of the involved employees. "Working times" means the time an employee is performing the actual duties of their job. "Working areas" means an area where work is predominately being performed by any employee or contractor.

b. Bulletin Boards

Each work location (City Hall Break Room; Copy Room; Public Safety; and City Yard) will provide a bulletin board or reasonable space that may be used by the Union for the posting of notices of official Union business and/or Union related articles. Posting notices may include, but is not limited to the following:

- Notices of recreational and social activities;
- Notices of Union elections and results of such elections;
- Notices of Union appointments; and
- Notices of Union meetings, reports, and minutes thereof.

The Union is responsible for posting and removing material on its bulletin boards and for maintaining the same in an orderly and neat fashion. Any posting that interferes with the efficient operation of the City's business and/or violates the provisions of this MOU or City rules/policies will be subject to removal.

c. Employee Information

The City will provide, directly to the SEIU 721 office, a list with the following information:

- Employee name;
- Class title;
- Department;
- Work location;
- Residence address; and
- Residence telephone number.

Pursuant to Bakersfield City School District (1998) PERB Dec. No. 1262, 22 PERC 29089, adopting 21 PERC 28130, Government Code Section 3507(a)(8), and Government Code section 6254.3, an employee may choose not to provide his or her residence address, residence phone number, personal cellular telephone number, and/or date of birth to the Union. An employee so choosing must provide written notice to both the City and SEIU 721 of his or her decision not to provide his or her residence address, residence phone number, personal cellular telephone number, and date of birth. Residence addresses, residence phone numbers, personal cellular telephone numbers, and dates of birth, once submitted by the City, shall not be communicated by the SEIU 721 office to City employees represented by SEIU 721.

This list shall be updated on a yearly basis.

- d. The Chapter's Board shall meet on a quarterly basis beginning (March, June, September and December) on the third (3rd) Wednesday from 9:00 A.M. to 11:00 A.M.
- e. During labor negotiations over a successor MOU, the elected negotiating committee members shall meet during work hours for the purposes of drafting proposals and discussing proposals. The Union will advise the City one week prior to each meeting or as soon as practically possible.
- f. Union-Related Training

Board members and stewards shall be entitled to up to ten (10) hours of release time during each fiscal year for the purpose of attending training that is related to his/her role as a board member or steward, or other union-related trainings. This release time is not to be used to participate in trainings related to the employee's job duties. Release time has no cash value and shall not be cashed out under any circumstances. If one person is both a board member and a steward, he/she shall only be entitled to ten total hours of training each fiscal year.

Prior to participating in trainings, the employee shall first obtain authorization

from his/her immediate supervisor. The immediate supervisor may deny such request if it is deemed that such a request would unduly interfere with the efficiency, safety, or security of City operations. If the request is denied, the immediate supervisor shall establish an alternate time convenient to the parties when the employees can be released from his/her work assignment.

36. Employee Relations Consultation Meetings

The City Manager and Assistant City Manager or her designee will meet, at the request of the Union or the City, on a quarterly basis (January, April, July and October). Meeting times will be mutually scheduled. The Union recognizes that the schedule of the City Manager may necessitate postponement/rescheduling of a meeting. The party requesting a meeting shall submit a proposed agenda, in writing, one (1) week prior to the meeting.

37. Personnel Rules and Regulations

The City and Union agree to meet and confer on any proposed changes to the City's Personnel Rules and Regulations that are within the scope of bargaining.

38. Agency Shop

a. Agency Shop

It is mutually agreed by the parties that this Unit is an agency shop Unit. It is the intent of the parties that the agency shop provisions in the Memorandum of Understanding comply with applicable state law (Government Code Section 3502.5).

b. Agency Shop Defined

It is mutually agreed by the parties that the term "agency shop" means that every employee represented by this Unit shall, as a condition of continued employment, either join the certified majority representative organization, or pay the organization a Fair Share Fee equal to Union dues or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop Fee to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code.

c. Rescission

It is mutually agreed by the parties that the agency shop provisions in this Memorandum of Understanding may be rescinded by a majority vote of all the employees represented by this Unit during the time period(s) set forth in the City's Employer-Employee Relations Resolution, Resolution No. 02-07.

d. Union Responsibilities — Hudson Notice

The Union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency shop fee payers to meaningfully challenge the propriety of the use of agency shop fees as provided for in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO et al. v. Hudson, 106 S. Ct. 1066 (1986). Such notice and procedures shall be provided to non-member agency shop fee payers for each year that the agency shop Memorandum of Understanding is in effect.

e. Implementation

The parties acknowledge that the City has provided all current employees with an authorization notice advising them that the City has entered into an Agency Shop Agreement with the Union, and that all employees subject to the Agreement must either join the Union, pay a service fee to the Union, or execute a written declaration claiming a religious exemption from this requirement. The City will provide a similar authorization to all employees hired into positions represented by the Union. Such notice shall include a form for the employee's signature authorizing payroll deduction of Union dues or a service fee, or a charitable contribution equal to the service fee. Said employees shall have fourteen (14) calendar days from the date they receive the form to fully execute it and return it to the Finance Department.

If the form is not completed properly and returned within fourteen (14) calendar days, the City shall commence and continue a payroll deduction of service fees from the regular biweekly paychecks of such employee. The effective date of Union dues, service fee, or charitable contribution shall begin no later than the first full pay period after receipt of the authorization form.

The employee's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues or fees authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee in a non-pay status only during part of the pay period, whose salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions (including health care and insurance deductions) have priority over Union dues and service fees.

f. Religious Exemption

Any employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of employment. The employee

may be required, in lieu of periodic dues, initiation fees, or agency shop fees, to pay sums equal to the dues, initiation fees, or agency shop fees to a nonreligious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the employee from a list the following three:

- City of Hope
- Children’s Hospital
- United Way

Charitable contributions shall be by regular payroll deductions only in order to qualify as a condition of continued exemption from the requirement of financial support to the Union.

Declarations of or applications for religious exemption and any other supporting documentation shall be forwarded to the Union within 14 calendar days of receipt by the City. The Union shall have 14 calendar days after receipt of a request for religious exemption to challenge any exemption granted by the City. If challenged, the deduction to the charity of the employee’s choice shall commence but shall be held in escrow pending resolution of the challenge.

g. Records

The Union shall keep an adequate itemized record of its financial transactions and shall make available annually, to the City, and to the employees who are members of the organization, within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant. An employee organization required to file financial reports under the Labor-Management Disclosure Act of 1959 covering employees governed by this provision, or required to file financial reports under Government Code Section 3546.5, may satisfy the financial reporting requirement of this section by providing the City with a copy of the financial reports.

h. Indemnification

The Union shall indemnify, defend and hold the City harmless against any liability arising from any claims, demands, or other action relating to the City’s compliance with the agency fee obligation, including claims relating to the Union’s use of monies collected under these provisions. The City reserves the right to select and direct legal counsel in the case of any challenge to the City’s compliance with the agency fee obligation, and the Union agrees to pay any attorney, arbitrator or court fees related thereto.

39. Joint Labor-Management Committee

The parties agree to form a joint labor-management committee (JLMC) for the purpose of studying the current practices related to uniforms and uniform allowances. The committee may also draft any recommended changes to the provisions of this MOU regarding uniforms and uniform allowances and present them for approval as a side letter agreement to this MOU. The General Unit and Management and Professional Unit may designate up to five total representatives (plus a SEIU 721 representative) to be part of the JLMC, and shall designate one person to act as Chief Spokesperson. The City may designate up to five total representatives to be party of the JLMC, and shall designate one person to act as Chief Spokesperson. The parties agree that the JLMC shall be formed and shall have its first meeting by no later than August 1, 2017. *The Union or the City may request to convene an additional JLMC meeting on as needed basis.*

40. Severability

If any section of this MOU shall be found to be in conflict with any statute or regulation of the United States or the State of California by a court of competent jurisdiction, such section shall be deemed null and void and of no further effect. However, such sections shall be severable from the remainder of this MOU, and all other provisions hereof shall continue in full force and effect.

Signatures on Following Page

IN WITNESS WHEREOF, the PARTIES have executed this MOU as of the latter date written below.

THE CITY OF DUARTE

Mayor Margaret Finlay

Date

SEIU LOCAL 721

Yesenia Serna, Union Board Member

Date

Manual Perez, Union Board Member

Date

Mike Tarr, Union Board Member

Date

APPROVED AS TO FORM:

Kelly A. Trainer, Burke, Williams & Sorensen, LLP

Date

Robert Hunt, Law Office of Robert F. Hunt

Date

Appendix A - Salary Schedule Effective July 1, 2017

APPENDIX B

MOU Between City of Duarte and SEIU Local 721 General Employee Salaries Effective July 1, 2017

POSITION	Step A		Step B		Step C		Step D		Step E		Step F		Step G	
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Accountant	\$ 30.18	\$ 5,232	\$ 31.30	\$ 5,424	\$ 32.40	\$ 5,617	\$ 33.51	\$ 5,810	\$ 34.64	\$ 6,004	\$ 35.76	\$ 6,198	\$ 36.87	\$ 6,392
Accounting Specialist	\$ 26.52	\$ 4,597	\$ 27.43	\$ 4,755	\$ 28.34	\$ 4,912	\$ 29.26	\$ 5,071	\$ 30.16	\$ 5,228	\$ 31.07	\$ 5,386	\$ 31.98	\$ 5,543
Administrative Assistant - City Manager's Office	\$ 20.82	\$ 3,608	\$ 21.63	\$ 3,749	\$ 22.44	\$ 3,891	\$ 23.27	\$ 4,032	\$ 24.08	\$ 4,174	\$ 24.90	\$ 4,316	\$ 25.71	\$ 4,457
Administrative Secretary	\$ 24.08	\$ 4,173	\$ 25.01	\$ 4,334	\$ 25.93	\$ 4,495	\$ 26.86	\$ 4,655	\$ 27.78	\$ 4,816	\$ 28.70	\$ 4,975	\$ 29.62	\$ 5,135
Assistant Planner	\$ 29.00	\$ 5,027	\$ 30.12	\$ 5,222	\$ 31.26	\$ 5,418	\$ 32.40	\$ 5,615	\$ 33.53	\$ 5,712	\$ 34.65	\$ 6,007	\$ 35.79	\$ 6,203
Bus Driver	\$ 22.10	\$ 3,831	\$ 22.83	\$ 3,957	\$ 23.56	\$ 4,083	\$ 24.28	\$ 4,209	\$ 25.02	\$ 4,337	\$ 25.75	\$ 4,463	\$ 26.49	\$ 4,591
Civil Engineering Technician	\$ 26.10	\$ 4,524	\$ 27.19	\$ 4,713	\$ 28.29	\$ 4,903	\$ 29.37	\$ 5,091	\$ 30.47	\$ 5,281	\$ 31.56	\$ 5,472	\$ 32.66	\$ 5,660
Clerk/Typist/Receptionist	\$ 19.86	\$ 3,443	\$ 20.58	\$ 3,588	\$ 21.29	\$ 3,691	\$ 22.01	\$ 3,815	\$ 22.73	\$ 3,940	\$ 23.46	\$ 4,065	\$ 24.19	\$ 4,194
Code Compliance / Animal Control Officer	\$ 28.20	\$ 4,888	\$ 29.38	\$ 5,092	\$ 30.55	\$ 5,295	\$ 31.73	\$ 5,500	\$ 32.90	\$ 5,704	\$ 34.08	\$ 5,908	\$ 35.25	\$ 6,111
Community Development Technician	\$ 23.77	\$ 4,121	\$ 24.63	\$ 4,268	\$ 25.47	\$ 4,416	\$ 26.33	\$ 4,563	\$ 27.17	\$ 4,710	\$ 28.03	\$ 4,857	\$ 28.87	\$ 4,971
Crime Prevention Specialist	\$ 29.22	\$ 5,065	\$ 30.29	\$ 5,251	\$ 31.40	\$ 5,448	\$ 32.52	\$ 5,638	\$ 33.64	\$ 5,831	\$ 34.76	\$ 6,026	\$ 35.88	\$ 6,219
Custodian	\$ 19.95	\$ 3,457	\$ 20.70	\$ 3,589	\$ 21.46	\$ 3,720	\$ 22.24	\$ 3,856	\$ 23.00	\$ 3,987	\$ 23.78	\$ 4,122	\$ 24.54	\$ 4,254
Field Services Supervisor	\$ 31.24	\$ 5,411	\$ 32.79	\$ 5,684	\$ 34.35	\$ 5,955	\$ 35.91	\$ 6,226	\$ 37.47	\$ 6,497	\$ 39.04	\$ 6,767	\$ 40.60	\$ 7,038
Irrigation Control Technician	\$ 23.94	\$ 4,150	\$ 24.85	\$ 4,308	\$ 25.77	\$ 4,466	\$ 26.68	\$ 4,625	\$ 27.61	\$ 4,785	\$ 28.53	\$ 4,945	\$ 29.43	\$ 5,102
Human Resources Specialist	\$ 27.47	\$ 4,762	\$ 28.62	\$ 4,961	\$ 29.77	\$ 5,159	\$ 30.92	\$ 5,358	\$ 32.05	\$ 5,556	\$ 33.20	\$ 5,755	\$ 34.35	\$ 5,955
Lead Driver	\$ 29.13	\$ 5,049	\$ 30.00	\$ 5,201	\$ 30.91	\$ 5,357	\$ 31.83	\$ 5,518	\$ 32.79	\$ 5,684	\$ 33.77	\$ 5,853	\$ 34.79	\$ 6,029
Maintenance Technician	\$ 20.40	\$ 3,537	\$ 21.26	\$ 3,684	\$ 22.10	\$ 3,832	\$ 22.96	\$ 3,979	\$ 23.80	\$ 4,126	\$ 24.66	\$ 4,273	\$ 25.50	\$ 4,422
Public Safety Coordinator	\$ 23.56	\$ 4,084	\$ 24.45	\$ 4,238	\$ 25.34	\$ 4,393	\$ 26.23	\$ 4,548	\$ 27.14	\$ 4,703	\$ 28.03	\$ 4,859	\$ 28.93	\$ 5,015
Recreation Coordinator	\$ 23.56	\$ 4,083	\$ 24.45	\$ 4,238	\$ 25.34	\$ 4,393	\$ 26.23	\$ 4,548	\$ 27.14	\$ 4,703	\$ 28.03	\$ 4,859	\$ 28.93	\$ 5,015
Senior Code Compliance / Animal Control Officer	\$ 30.70	\$ 5,321	\$ 31.98	\$ 5,542	\$ 33.25	\$ 5,768	\$ 34.53	\$ 5,986	\$ 35.82	\$ 6,209	\$ 37.10	\$ 6,431	\$ 38.38	\$ 6,653
Senior Custodian	\$ 24.20	\$ 4,197	\$ 25.14	\$ 4,357	\$ 26.08	\$ 4,520	\$ 27.01	\$ 4,683	\$ 27.96	\$ 4,847	\$ 28.90	\$ 5,009	\$ 29.85	\$ 5,174
Senior Maintenance Technician	\$ 23.94	\$ 4,150	\$ 24.85	\$ 4,308	\$ 25.77	\$ 4,466	\$ 26.68	\$ 4,625	\$ 27.61	\$ 4,785	\$ 28.53	\$ 4,945	\$ 29.43	\$ 5,102
Senior Maintenance Technician *Electrician	\$ 25.87	\$ 4,484	\$ 26.63	\$ 4,618	\$ 27.45	\$ 4,757	\$ 28.26	\$ 4,899	\$ 29.12	\$ 5,047	\$ 29.99	\$ 5,198	\$ 30.89	\$ 5,355

APPENDIX B

CITY OF DUARTE

SICK LEAVE DONATION POLICY

- I. **Purpose:** There have been occasions when an employee, due to a catastrophic illness or injury, has exhausted all forms of paid time off. Such seriously ill or injured employees have been forced to go without compensation after the exhaustion of their paid time off and the waiting period for commencement of benefits under short-term disability insurance, typically thirty (30) days. This Policy is designed to address such circumstances. The purpose of this Policy is to establish a program and procedures for employees to voluntarily donate a portion of their accumulated sick leave time for use by fellow employees who meet the criteria for eligibility. Participation by donors and/or recipients in the Sick Leave Donation Program is entirely voluntary.
- II. **Creation of Sick Leave Bank:** As a result, the City shall create a sick leave bank where donated sick leave will be held for the future use under the terms of this Policy.
- III. **Voluntary Sick Leave Donations:** Employees may voluntarily donate sick leave, subject to the following requirements:
 - A. **Employee Status:** Any full-time or $\frac{3}{4}$ time employee, who has obtained non-probation status with the City, is eligible to participate as a donor in this program. Only sick leave may be donated. Other types of leave may not be donated.
 - B. **Request to Donate:** A donating employee will prepare and submit to the Assistant City Manager a "Request to Donate to Sick Leave Donation Bank" form.
 - C. **Minimum Donations:** Employees may only donate from their accumulated sick leave balance. The donation must be in a minimum of four (4) hours. Donations must be in whole hour increments; no fractions of hours may be donated.
 - D. **Minimum Leave Balance:** An employee donating sick leave must retain at least one hundred and sixty (160) hours of accumulated sick leave in their own personal balance of sick leave. If a donation would require an employee's accumulated sick leave balance to drop below one hundred and sixty (160) hours, immediately after the donation, the employee shall not be eligible to make a donation.
 - E. **Maximum Donation Per Employee:** No individual employee may donate more leave than they accrued during any calendar year.
 - F. **Approval/Denial:** The Assistant City Manager shall approve or deny each offered donation, if any, to the Sick Leave Donation Bank in accordance with the requirements of this Policy.
 - G. **Transfer to Sick Leave Donation Bank:** The Assistant City Manager will transfer approved donated sick leave into the Sick Leave Donation Bank from the accrued sick leave balance of the employee making the donation.
 - H. **Donations Irreversible:** Donations of sick leave transferred to the Donated Sick Leave Bank will be dispersed as the need arises. Time is released on a pay period by pay period basis. All donations are irreversible. Retroactive donations are not permitted.
 - I. **Prohibition on the Sale of Sick Leave:** The sale of accrued sick leave to any employee is

not permitted.

- J. Confidentiality of Donations: Under no circumstances shall the City disclose participants in the program, either employees donating leave or employees requesting use of donated leave.
- K. Taxation: Pursuant to IRS Ruling 90-29, sick leave donated under this program shall not be considered wages for the donating employee and will therefore not be included in the donating employee's gross income or subject to withholding.

IV. Requesting and Using Donated Leave:

- A. Eligibility of Employee for Sick Leave Donations: To be eligible to receive donated sick leave from the Sick Leave Donation Bank, an employee must meet all the following conditions:
 - 1. Meet the criteria for use of sick leave in accordance with City Personnel Rules and/or applicable memorandums of understanding.
 - 2. Have been employed by the City in a full-time or ¾ time position for at least one year.
 - 3. Be on an approved leave of absence.
 - 4. Submit a confidential statement from a treating physician which indicates:
 - a) That the employee's absence is due to one of the following qualifying reasons:
 - i. The employee has a "serious health condition," as defined by the Federal Family and Medical Leave Act and the California Family Rights Act, that requires the employee's absence from work for longer than two (2) pay periods, including intermittent absences that are related to the same "serious health condition"; or
 - ii. The employee is caring for his or her spouse, registered domestic partner, or parent (including step-parents), parent-in-law, child (including step-child), spouse, sibling, grandparent, or grandparent-in-law. ("Immediate Family Member"), who has a "serious health condition" that requires the employee's absence for longer than two (2) pay periods.
 - and**
 - b) Estimates the duration of the employee's absence from work.
 - 5. Have applied for short-term disability or long-term disability insurance, if any, for Workers' Compensation benefits, if eligible, or for other supplemental benefits.
 - 6. Have exhausted all earned leave balances (including sick, vacation, compensatory time, and administrative leave), but have not begun receiving short-term disability benefits. However, the Assistant City Manager may approve the request for sick leave donations prior to all balances being exhausted when the physician's statement and existing leave balances indicate that all such balances will be exhausted within the next two pay periods.
- B. Request for Donated Leave: Eligible employees must submit to the Assistant City

Manager, a Request for Donated Leave form, accompanied by the statement from their treating physician described above. The request and accompanying physician's statement must be submitted in a sealed envelope labeled "Confidential – Request for Donated Leave." If the requesting employee is unable to make the request on his or her own behalf, the employee's authorized agent may submit a request on the employee's behalf.

- C. Approval of Request: The Assistant City Manager will approve or deny the Request for Donated Leave.
- D. Payment of Leave: Donated leave shall be paid to the employee on the first pay period following the approval date, and payments are not retroactive.
- E. Return to Work: Should the requestor return to work prior to the donated leave being utilized, the remaining leave amount will be re-credited to the Sick Leave Donation Bank.
- F. Use of Donated Leave: While using leave from the Sick Leave Donation Bank, the recipient will be treated as though he/she was using his/her own sick leave (for example, at their regular rate of pay, based on their regular work schedule, etc.). Donated sick leave payments will be suspended as of the date the employee becomes eligible to begin receiving wage replacement benefits, including but not limited to short-term disability benefits, long-term disability benefits, and workers' compensation benefits.
- G. Taxation: The donated hours used by the recipient are taxable to him/her in accordance with Internal Revenue Service regulations and are subject to withholdings as required by law.
- H. No Guarantee: There is no guarantee of the availability of leave donations under this Policy, and this Policy does not entitle employees to extra leave during a catastrophic illness or injury beyond that which meets all qualifications under the terms of this policy.

V. Sick Leave Donation Bank: The Sick Leave Donation Bank and program shall be administered as follows:

- A. Administration: The Assistant City Manager will administer the Sick Leave Donation Bank and coordinate the sick leave donation program. The Sick Leave Donation Bank may be abolished at any time, at the discretion of the City, subject to the meet and confer process on the effects of the abolishment.
- B. Accounting for Donated Leave: Sick leave donated to the Sick Leave Donation Bank shall be converted to a cash value based on the donating employee's hourly rate of pay. Leave paid out shall be converted to sick leave hours based on the recipient employee's hourly rate of pay.
- C. Taxation: State and Federal income tax on the value of the leave shall be reported as income and taxable to the recipient, in accordance with Internal Revenue Service regulations, and are subject to withholdings as required by law.
- D. Confidentiality: All persons who coordinate the leave donation program shall emphasize the voluntary nature of the contribution. The collection and distribution of sick leave time shall be done in a way to ensure confidentiality for the donors and the recipients. The names of the donors and recipients shall not be disclosed. The Assistant City Manager will receive an employee's request for leave confidential statement from the requestor's physician in a manner consistent with the Federal Family and Medical Leave Act and the California Family Rights Act.

- E. Sick Leave Drive: At any time, or when the Leave Donation Time Bank is depleted, the Assistant City Manager may hold a leave donation drive for eligible employees to donate sick leave under this program. Donors and recipients will not be disclosed.
- F. Modification/Termination: The City has sole discretion to modify this Policy as it deems necessary, subject to the meet and confer process on the effects of that decision. This Policy and Sick Leave Donation Bank may be abolished at any time, at the discretion of the City. If hours are remaining in the Sick Leave Donation Bank at the time it is abolished, the City will credit all donors' leave balances with a pro rata share of the hours remaining in the Bank in accordance with the number of hours each donor contributed, during the preceding 12 months.

CITY OF DUARTE
REQUEST TO DONATE SICK LEAVE

Donor's Name (printed): _____

Donor's Department: _____

I wish to donate to the City's Sick Leave Bank, a voluntary leave time donation bank.

I understand the following provisions related to my donation:

1. I certify that I am full-time non-probationary employee in regular status. I am currently accruing sick leave hours and am not on a leave of absence.
2. I understand that: The minimum donation is 4 hours. All donations must be in full hour increments. Leave that has not accrued is not eligible to be donated. Only sick leave currently accrued is eligible for donation. I cannot borrow future sick leave accruals for donation.
3. I understand that once hours are donated, I have given up all rights to the hours. The hours remain in the bank until used by an eligible employee. Donations are voluntary, confidential, and irrevocable. If the program is abolished, the City will credit all donors' leave balances with a pro rata share of the hours remaining in the Bank in accordance with the number of hours each donor contributed, during the preceding 12 months.
4. I understand that I am encouraged to carefully consider the number of hours that I elect to donate to ensure that I retain a leave balance that meets my personal needs. I further understand that I am required to retain a balance of at least 160 hours of accrued sick leave in my available sick leave bank.
5. I understand that donations are made to the City's Sick Leave Donation Bank, not specific employees. I further understand that it is the responsibility of the program administrators to determine payout based on the program guidelines.
6. Program decisions are made in accordance with the City's Sick Leave Donation Policy.

Please donate _____ hours of my accrued sick leave hours to this program.

Donor's Signature

Date

For HR Office Use Only

_____ Allowable Hours \$ _____ Hourly Rate \$ _____ Total Dollar Value

☐ Denied ☐ Approved

Approval by Assistant City Manager

Date

CITY OF DUARTE
CONFIDENTIAL REQUEST TO RECEIVE DONATED SICK LEAVE

I am requesting to receive additional sick leave pursuant to the City's Sick Leave Donation Policy due to a Serious Health Condition: a serious debilitating illness or injury that incapacitates the employee or his or her family member and meets the qualification of a serious health condition as defined in the City's Sick Leave Donation Policy.

Name (printed): _____

Department: _____

Have you received Donated Sick Leave this calendar year? No ☐ Yes ☐ Date: _____

Number of hours requested: _____ Dates of Leave: From _____ to _____

Briefly state the reason(s) for additional leave hours (please do not include medical diagnosis): _

I understand that:

- I must be a regular status employee who is eligible to accrue and use sick leave.
- I must be on an approved leave of absence.
- I must provide a medical provider's verification of illness or injury.
- I must exhaust all paid leave credits (sick, vacation, administrative leave, and CTO) before I am eligible to receive Donated Sick Leave.
- In order to use Donated Sick Leave, I may not be on any other City pay status, receiving City disability, Worker's Compensation or any other supplemental benefits.
- My participation in the Donated Sick Leave program is subject to provisions outlined in the City's Sick Leave Policy.
- Any unused hours will be returned to the Donated Sick Leave Bank.
- Review and approval or denial of my request will include a review to determine if my request meets the standards set forth in the City's Sick Leave Donation Policy.
- There is no guarantee that Donated Sick Leave will be available to me.

Signature: _____ Date: _____

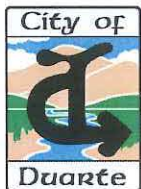
For HR Office Use Only

☐ Denied ☐ Approved _____ Hours Transferred

Assistant City Manager Approval/Authorization Signature:

Signature

Date



MEMORANDUM

To: Mayor and City Council

From: Yesenia Serna, Community Development Technician

Date: August 25, 2017

Subject: City Council Acceptance for the City-wide Paint Curb Address Numbers Project No.17-2

RECOMMENDED ACTION

Staff recommends that the City Council accept the project "City-wide Paint Curb Address Numbers; Project No.17-2" and authorize the City Clerk to initiate the Notice of Completion.

BACKGROUND

On February 14, 2017, the City Clerk's Office publicly open bids for the above project. This project required the contractor to remove existing house numbers including background and the re-painting of curb numbers. A total of 5,185 curb address numbers were painted.

Care for the Children, at 10934 Painter Avenue, Santa Fe Springs, CA 90620 has satisfactorily completed the above project. One change order was issued to the Contractor resulting in a net increase of the contract in the amount of \$528.75. The change order scope of work included an additional painting of 141 curb numbers. The final project cost based on actual quantities measured in the field including the change order is \$19,443.75.



MEMORANDUM

To: Mayor and City Council

From: Yesenia Serna, Community Development Technician

Date: August 25, 2017

Subject: City Council Acceptance for the Concrete Repair Program FY 16/17
Project No. 17-1 (Huntington Drive)

RECOMMENDED ACTION

Staff recommends that the City Council accept the project "Concrete Repair Program FY 16/17 (Huntington Drive); Project No. 17-1" and authorize the City Clerk to initiate the Notice of Completion.

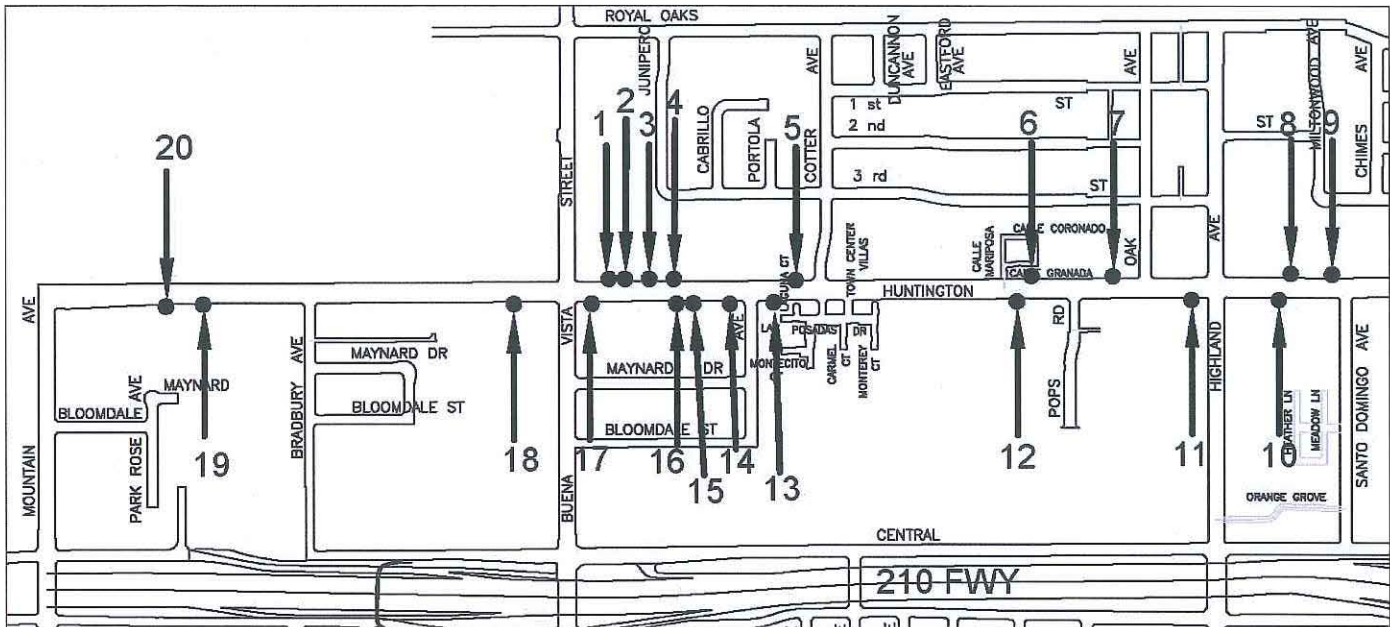
BACKGROUND

On February 14, 2017, the City Clerk's Office publicly open bids for the above project. This project required the contractor to remove and replace concrete sidewalks, curb and gutters, and driveway approaches that have been damaged by tree roots or other factors throughout various locations citywide.

FS Contractors, Inc. at 14838 Bledsoe Street, Sylmar CA 91342 has satisfactorily completed the above project. One change order was issued to the Contractor resulting in a net increase of the contract in the amount of \$5,940.00. The change order scope of work included the removal and replacement of damaged concrete pavement at Windsor Circle and filling an empty tree well North of Pops Road. The final project cost based on actual quantities measured in the field including the change order is \$36,587.13. The project was funded through a Metro Local Return Program for Measure R, which is funded with ½ - cent sales tax.

Attachment: Concrete Repair Locations

Project No. 17-1 – Concrete Repair Locations (Huntington Drive)





AGENDAMEMO

TO: CITY COUNCIL

FROM: Karen A. Herrera, Deputy City Manager

SUBJECT: Co-Sponsorship Request by the Rotary Club of Duarte Recognizing the Club's 30th Anniversary Celebration of the U.S. Supreme Court Decision allowing Women into Rotary

DATE: April 25, 2017

RECOMMENDATION: That the Duarte City Council, by motion, co-sponsor the Rotary Club of Duarte Event: 30th Anniversary of the U.S. Supreme Court Decision celebrating the entrance of women in Rotary on May 6, 2017 and declare May 2017, Rotary Club of Duarte month.

BACKGROUND: The Rotary Club came into existence in 1905 as a male only organization. The Duarte Rotary Club was the first club in 1976 to allow women to join. In 1978, the Duarte Rotary Club was stripped of its charter by the National Organization's Board of Directors for allowing female members and the club was known as the Ex-Rotary Club of Duarte. In 1987, Sylvia Whitlock was president of the Club. At the time of her presidency, Rotary International was engaged in a lengthy U.S Supreme Court Battle to continue the practice of excluding women. After a series of appeals, the U.S. Supreme Court affirmed a decision by the State Court of Appeals to reinstate the Club in 1987.

DISCUSSION: In remembrance of this occasion, the Rotary Club of Duarte is requesting that the City of Duarte officially co-sponsor its 30th Anniversary of the U.S. Supreme Court Decision event scheduled to occur on Saturday May 6, 2017 at the Duarte Community Center from 5:30 to 10:00 pm. The event, designed to honor all women Rotary, members past and present, will consist of dinner, music, drawings, prizes and dancing. The cost per person is \$35.

In terms of co-sponsorship, the City will provide access to its various marketing venues including the City website, electronic sign, social media platforms etc. Rotary is also asking for approximately ten volunteers. Staff is also requesting that the month of May be deemed Rotary Club of Duarte month. Rotary will display the City's logo on all marketing items associated with the event.

FISCAL IMPACT: None

ATTACHMENT: Event Flyer

Hear Ye, Hear Ye, One & All

Rotary Club of Duarte 30th Anniversary of U.S. Supreme Court Decision

Please join us on May 6, 2017, Saturday
to celebrate WOMEN IN ROTARY!

Duarte Community Center
5:30pm. - 10:00 p.m.

\$30 Donation--Pre Event

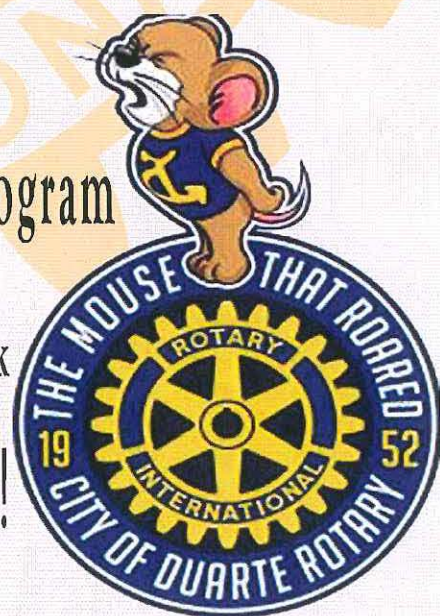
\$35 At the Door

Dinner, Live Music & Dancing/Program

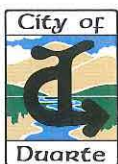
Walker & Cyger Quartet

Your Donation Includes One free Drink

Raffle Prizes.....Join the FUN!!



Contact 626 484 6163 or 626 806 6841 for More Info & Tickets



MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Craig Hensley, Community Development Director

Date: April 25, 2017

Subject: Request to Approve Professional Services Agreement with LDM Associates, Inc., for Community Development Block Grant Administrative Professional Services Beginning Fiscal Year 2017-2018 (July 1, 2017 – June 30, 2018)

RECOMMENDATION

Staff recommends that the City Council take the following action:

1. Approve a Professional Services Agreement with LDM Associates, Inc. for Community Development Block Grant (CDBG) professional labor compliance and administrative services in an amount not to exceed twenty percent (20%) of the annual CDBG project allocation or approximately \$27,750 for FY 2017-18;
2. The term of said Agreement will be effective for five (5) years beginning July 1, 2017 through June 30, 2022; and,
3. Authorize staff the ability to make adjustments to the Professional Services Agreement in a manner and form approved by the City Attorney in order to accommodate final CDBG funding allocations and/or as needed due to programmatic interpretations by the Los Angeles County Community Development Commission (LACDC).

BACKGROUND

To meet the requirements of LACDC, the City must procure for CDBG consulting services. Current rules allow the City to contract for CDBG administrative services for up to five years. On November 8, 2016, the City Council authorized staff to begin the procurement process for Community Development Block Grant (CDBG) labor compliance and administrative professional services. On January 30, 2017, a Request for Proposal was issued to eight firms. Responses to the RFP were due on February 23, 2017, and two proposals were received. LDM Associates, Inc., and Avante Garde responded to the RFP.

ANALYSIS

Staff reviewed and evaluated the responses to the RFP based on the following criteria (not necessarily in order of priority):

- Demonstrated experience, qualifications, and capability of firm and individual consultant assigned to City
- Depth of knowledge of the federal CDBG Program and Labor Compliance requirements
- Reference/background checks
- Depth of resources required to perform services in a timely and efficient manner
- Quality of work product

The two respondents included (1) LDM Associates Inc. (2) Avante Garde. The three reviewers included, the Community Development Director, Assistant Civil Engineer, and Community Development Technician. An average overall score was calculated for each of the two proposals. The average score (out of 100 maximum) for each firm was as follows (1) LDM Associates Inc., Average Score: 100/100 (2) Avante Garde, Average Score: 95/100. Consistent with Page 6 of the RFP, an oral interview was not mandatory.

For the past two years, the City has contracted with LDM Associates Inc. for services with Tina Gall as project manager. In every situation, the service has been excellent and has created efficiency in the process. A five-year contract is warranted not only because of the time needed to meet LACDC procurement requirements but also because of the excellent service provided.

Both consulting firms that submitted proposals had a basic knowledge of CDBG programs with qualified staffing. However, LDM Associates, Inc. proposal was deemed to be the most superior and the firm most compatible for Duarte's needs due to the following: an understanding of Duarte's scope of work, provided an administrative work timeline that demonstrates efficient steps to complete report deadlines, and the manager being the main point of contact.

Funding for LDM, Associates, Inc.'s professional services will be charged to each CDBG Project. The City of Duarte's proposed FY 2017-2018 CDBG allocation is \$138,755. Of that amount, twenty percent (20%) or approximately \$27,751 will be used toward CDBG professional administrative and labor compliance services. This amount may vary in future years depending upon the City's annual CDBG allocation.

ATTACHMENTS:

PSA - LDM Associates Inc.

Agreement for Professional Services



**CITY OF DUARTE
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and effective as of July 1, 2017 ("Effective Date"), by and between the CITY OF DUARTE, ("City") and LDM Associates Inc., a California Corporation ("Consultant"). City and Consultant may sometimes herein be referred to individually as a "party" and collectively as the "parties."

The City of Duarte, a participant in the Community Development Block Grant Program (CDBG), funded by the United States Department of Housing and Urban Development (HUD), administered jointly under the auspices of the City of Duarte Community Development Department and Los Angeles County Community Development Commission (hereinafter "County"), requires that the Consultant comply with all standard Federal CDBG regulations.

In consideration of the mutual covenants and conditions set forth herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect until June 30, 2022, unless sooner terminated pursuant to the provisions of this Agreement. The term may be extended upon execution of a written amendment between the parties. The City may opt to extend the Agreement two additional fiscal years, limited to one-year extensions at a time to coincide with the Community Development Block Grant funding cycle.

2. SERVICES AND PERFORMANCE

- A. In compliance with all terms and conditions of this Agreement, the Consultant shall provide Scope of Services described in the Proposal submitted by the Consultant, received February 22, 2017 and attached hereto as Exhibit "A", and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. In the event of any inconsistency between the terms of Consultant's proposal and this Agreement, the terms of this Agreement shall govern.
- B. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that Consultant is experienced in performing the work and services contemplated herein and, in light of such experience, Consultant covenants that it shall perform all services in a manner consistent with standards generally recognized as being employed by like professionals under similar circumstances.
- C. The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for City to enter into this Agreement. Therefore, without the prior written approval of City, which may be given or withheld

at City's sole and absolute discretion, Consultant shall not (i) contract with any other entity to perform in whole or in part the services required hereunder, or (ii) transfer, assign, convey, or encumber (voluntarily or by operation of law) this Agreement.

- D. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.
- E. Consultant shall provide all services rendered hereunder in accordance with all applicable ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included, and this Agreement shall be read and enforced as though they were included. In the event Consultant encounters a conflict between such ordinances, resolutions, statutes, rules or regulations, Consultant shall notify City in writing and the parties shall work cooperatively to resolve the conflict.

3. MANAGEMENT

The City's City Manager shall represent City in all matters pursuant to the administration of this Agreement, review and approval of the services performed by Consultant, including the authority, subject to the limitations set forth in Section 4, to enlarge the Scope of Services or increase the compensation due to Consultant. Consultant's official representative in the administration of this Agreement shall be Rudy E. Munoz, Senior Vice President who shall have the authority to make all decisions for Consultant and bind Consultant to the terms of this Agreement. Tina Gall, Manager of LDM Associates Inc. shall be responsible for the performance of scope of services under this Agreement.

4. COMPENSATION

City agrees to pay Consultant, in accordance with the payment rates and terms contained in the Cost and Pricing Section of the Consultant's Proposal (Exhibit "A"). Subject to the City Manager's authority set forth in this Agreement, the total compensation paid to Consultant hereunder shall not exceed a twenty percent (20%) of each approved project's or program's expenditures or an estimated maximum of **Twenty Seven Thousand Seven Hundred and Fifty Dollars** (\$27,750) for the total term of this Agreement unless otherwise authorized in advance and in writing by the City Manager. The Consultant shall only invoice the City on an actual time and materials basis based on the approved Rate Schedule for approved CDBG projects or programs described in the Consultant's Proposal (Exhibit "A").

If a the City opts for a contract extensions, compensation schedules for FY 2017-2018 and FY 2018-2019 shall be established and subject to CDBG federal allocations and County Community Development Commission contract approvals prior to the beginning of each fiscal year under contract. Payment schedule shall be agreed upon at least 30 days prior to each fiscal year.

Each payment schedule and contract period extension may be added to this agreement as an Addendum, or shall be included in a new Agreement.

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement, which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given.

Consultant shall be paid on a monthly basis and shall submit monthly invoices/reports to City, within ten (10) days following the end of each month, showing actual services performed. Consultant shall be paid on the next regular council warrant after all required paperwork is submitted and accepted, generally between 30-45 days after submission of invoice. If the City disputes whether Consultant has earned its fee or any portion, City shall give written notice to Consultant within thirty (30) days of receipt of Consultant's monthly report stating the basis for such dispute.

5. BENEFITS

Consultant will not be eligible for any paid benefits for federal, social security, state workers' compensation, unemployment insurance, professional insurance, medical/dental, or fringe benefits offered by the City of Duarte.

6. TRAVEL/EXPENSES

Consultant will not be eligible for any travel expenses.

7. AUDIT OR EXAMINATION

Consultant shall keep all records of funds received from City of Duarte and make them accessible for audit or examination for the term of the contract and a period of five (5) years thereafter, for a total of six (6) years. If there are any audits, claims, litigation, or other actions that involve the records applicable to the contract, then the records shall be retained until all issues are resolved, or the expiration of the six-year period, whichever occurs last.

8. CONFLICT OF INTEREST

The Consultant, its agents and employees shall comply with all applicable Federal, State and County laws and regulations governing conflict of interest including, but not limited to, 24 CFR Section 570.611 and 24 CFR Part 85, Section 85.36(b). The Consultant agrees to incorporate the language found in this Section, CONFLICT OF INTEREST in contracts using CDBG funds and subject to compliance with conflict of interest Federal, State and County laws.

The general rule shall be that no person described in the *Persons covered* section below of this

Section, CONFLICT OF INTEREST, who exercises, or has exercised any function or responsibilities with respect to CDBG activities, or who is in a position to participate in a decision making process or gain inside information with regards to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract , or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

Persons covered – The conflict of interest provisions of this Section, CONFLICT OF INTEREST, shall apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the CDBG Operating Agency, or of any designated public agencies, or of any subrecipients that are receiving CDBG funds.

The Consultant represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one (1%) percent or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the County or Commission. Upon execution of this Contract and during its term, as appropriate, the Consultant shall, disclose in writing to the County any other contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the County's and/or Commission's interest and the interests of the third parties.

9. POLITICAL ACTIVITY/LOBBYING CERTIFICATION

Consultant may not conduct any activity, including any payment to any person, officer, or employee of any agency or member of Congress in connection with the awarding of any federal contract, grant, or loan, intended to influence legislation, administrative rule-making or the election of candidates for public office during time compensated for under representation that such activity is being performed as a part of the contract responsibility.

10. COUNTY LOBBY CERTIFICATION

It is understood that each person/entity/firm who applies for a Community Development Commission contract, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code Chapter 2.160, (Los Angeles County Ordinance 93-0031) and; that all persons/entity/firms acting on behalf of the above named firm have and will comply with the County Code, and; that any person/entity/firm who seeks a contract with the Community Development Commission shall be disqualified there from and denied the contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the above named firm fails to comply with the provisions of the County Code . The Consultant shall sign and submit "Exhibit C" to the City.

11. NON-DISCRIMINATION

Executive Order 11246 requires that during the performance of this Contract, the Consultant agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include, but not limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Consultant setting forth the provisions of this nondiscrimination clause.

12. SECTION 3 REQUIREMENTS

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 et. Seq., requires that to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to business concerns, which are located in, or owned in substantial part, by persons residing in the area of the project.

13. CIVIL RIGHTS ACT ON 1964

Title VI of the Civil Rights Act of 1964 provides that no person shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

14. HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

Section 109, Title I of the Housing and Community Development Act of 1974, provides that no person shall, on the ground race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.

15. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

The Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through contract are current in paying their personal and real property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies

that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with the County's Defaulted Tax Program, found at Los Angeles County Ordinance No. 2009-0026 and codified at Los Angeles County Code, Chapter 2.206.

Failure of the Contractor to maintain compliance with the requirements set forth in the "COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default under this Contract. Without limiting the rights and remedies available to the City under any other provision of this Contract, failure of the Contractor to cure such default within 10 days of notice shall be grounds upon which the City may suspend or terminate this contract pursuant to the County's Defaulted Property Tax Reduction Program found at Los Angeles County Ordinance No. 2009-0026 and codified at Los Angeles County Code, Chapter 2.206.

16. PROHIBITION OF AGE DISCRIMINATION

Prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

17. RECORDS

Consultant shall maintain complete and accurate records with respect to costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided including materials costs and labor used to complete services under this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City right to examine and audit books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for the term of the contract and a period of five (5) years thereafter, for a total of six (6) years, pursuant to CDBG Bulletin 08-0019 and any amendments thereafter. If there are any audits, claims, litigation, or other actions that involve the records applicable to the contract, then the records shall be retained until all issues are resolved, or the expiration of the six-year period, whichever occurs last.

Any information gained by Consultant in the performance of this Agreement shall be considered confidential and such information and the reports, records, documents and other material prepared by Consultant in the performance of services under this Agreement shall not be released publicly or to any other client of Consultant without the prior written approval of the Community Development Director.

18. SUSPENSION OR TERMINATION OF AGREEMENT

- A. City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving written notice upon Consultant, upon thirty (30) days written notice and delivered by certified mail or in person. (24 CFR Part 84, Sec. 84.60). Upon receipt of said notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. In the event this Agreement is suspended or terminated pursuant to this subparagraph (a), Consultant shall submit a final report to the City pursuant to Section 4, and City shall be entitled to receive a return of the fee paid to Consultant, or portion thereof, if the reason for the termination is failure by Consultant to have timely performed the services set forth in Exhibit "A", however Consultant shall not be held liable for any delay due to circumstances beyond its control. In City's sole and absolute discretion, prior to effecting a suspension or termination pursuant to this subparagraph (a), the City may first serve upon the Consultant a written notice of the default specifying the default and the amount of time that Consultant shall have to cure, correct, or remedy the default. In the event that the Consultant fails to cure the default within the specified period of time, the City shall have the right to immediately terminate this Agreement pursuant to subparagraph (a). Notwithstanding any other provision of this Agreement to the contrary, City's termination of this Agreement pursuant to this subparagraph (a) shall not preclude or prejudice any other remedy to which City may be entitled in law or in equity.
- B. Consultant may terminate this Agreement only due to a material breach by City, and only upon not less than thirty (30) days prior written notice to the City which notice shall specify the material default. Upon receipt of such notice, City may, but shall not be obligated to, effect to remedy of such default, unless such default is City's lack of payment to Consultant for services performed in accordance with this Agreement. In the event of suspension or termination not due to Consultant's default, City shall make payment for all services performed by Consultant up to the point of suspension or termination.

19. OWNERSHIP OF DOCUMENTS

- A. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. Consultant shall provide such items to City promptly upon completion of the Agreement. Any use of such documents for other projects by the City shall be without liability to Consultant.

20. INDEMNIFICATION

Consultant shall defend, indemnify and hold harmless the City from and against all damages and liability to the extent caused by the negligent actions or willful misconduct of the Consultant or its employees, agents, or representatives. Consultant shall not be responsible for any damages or liability to the extent caused by the negligence or willful misconduct of the City or any of its employees, agents, or representatives acting in an official capacity.

21. INSURANCE

Without limiting Consultant's indemnification obligations as set forth in this Agreement, the Consultant shall procure and maintain, at its sole cost and expense, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

- A. Commercial General Liability insurance written on a per occurrence basis in an amount not less than \$1,000,000 per occurrence.
- B. Business Auto Coverage written on a per accident basis in an amount not less than \$1,000,000 per accident. If Consultant or Consultant's employees use personal autos in connection with the performance of work under this Agreement, Consultant shall ensure that evidence of personal auto liability coverage for each such person is kept on file in Consultant's administrative headquarters.
- C. Worker's Compensation providing statutory benefits as required by California law.
- D. Professional Liability or Errors and Omissions Insurance designed to protect against negligence, errors or omissions of the Consultant and "Covered Professional Services" as designated in the policy must include work performed under this Agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate.
- E. The General Liability and Business Automobile insurance policies required hereunder, shall comply with the following requirements:
- F. All insurance shall be written by insurers that are authorized and licensed to do business in the State of California and with A.M. Bests rating of B++ or better and a minimum financial size VII.
- G. The policies shall be endorsed to name the City and its officers, officials, employees, agents, and designated volunteers as additional insureds.
- H. Except for Workers Compensation and Professional Liability insurance, Consultant's insurance: (i) shall contain no special limitations on the scope of protection afforded to the additional insureds; (ii) shall be primary insurance and any insurance or self-insurance maintained by the additional insureds or any of them shall be in excess of the

Consultant's insurance and shall not contribute with it; (iii) shall be "occurrence" rather than "claims made" insurance; (iv) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (v) shall not prohibit Consultant from waiving the right of subrogation prior to a loss except for professional liability; and (vi) shall not contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured.

- I. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. In the event City would require higher limits that would cause financial loss to Consultant in the continued performance under this Agreement, City shall work with Consultant to come to an equitable adjustment in the budget to cover the additional expense.
- J. Consultant shall renew the required coverage for three years after completion of services under this Agreement, provided such coverage remains commercially available at reasonable rates. Termination of this obligation shall survive the termination or expiration of this Agreement and shall not be effective until City executes a written statement to that effect.
- K. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance evidencing the above insurance coverages and said Certificates of Insurance are reasonably approved by the City. Certificates are to reflect that the insurer will provide 30 days written notice to City of any cancellation of coverage. In the event any of said policies of insurance are reduced in limits or cancelled for any reason, the Consultant shall, prior to the cancellation date, submit new evidence of insurance, in conformance with this Paragraph 8.
- L. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
- M. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right to monitor the handling of any such claim or claims if they are likely to involve City.

22. INDEPENDENT CONSULTANT

- A. Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, officials, employees, or agents shall have control

over the conduct of Consultant or any of Consultant's officers, employees, or agents. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents is in any manner officers, officials, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

- B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.
- C. City agrees that it shall not, during the term of this Agreement, nor for a period of one year after termination, solicit for employment, hire or retain, whether as an employee or independent contractor, any person who is or has been employed by Consultant. Should City desire to hire Consultant's employee, City agrees to pay Consultant equitable compensation for the loss of said employee.

23. NO UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City shall receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement.

24. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or has responsibilities with respect to the Agreement during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the services performed under this Agreement.

25. COVENANT AGAINST DISCRIMINATION

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement there shall be no discrimination against or segregation of, any person or group of persons on account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry.

26. NONLIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer, official, employee, agent, representative, or volunteer of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

27. NOTICES

Any notices which either party may desire to give or may be required to give to the other party under this Agreement must be in writing and may be given either by (a) personal service, or (b) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (c) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

If to City:	City of Duarte Community Development Department Attn: Craig Hensley 1600 Huntington Drive Duarte, California 91010
If to Consultant:	LDM Associates Inc. Attn: Rudy E. Munoz, Senior Vice President 10722 Arrow Route, Suite 822 Rancho Cucamonga, CA 91730

28. GOVERNING LAW; ATTORNEY'S FEES; LITIGATION MATTERS

The internal laws of the State of California, without regard to principles of conflicts of laws, shall govern the interpretation of this Agreement. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding anything in this Agreement to the contrary, in no event shall City or Consultant be entitled to economic or consequential damages or to punitive damages. In the event of any litigation arising from or related to this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred, including staff time, court costs, reasonable attorney fees, expert witness fees, and other related expenses. The Municipal and Superior Court of the County of Los Angeles shall have exclusive jurisdiction over any litigation between the parties hereto concerning this Agreement. Service of process on City shall be made in the manner required by law for service on a public entity. Service of process on Consultant shall be made in any manner permitted by law and shall be effective whether served inside or outside of California.

29. RIGHTS AND REMEDIES ARE CUMULATIVE; AND WAIVER

- A. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.
- B. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

30. SEVERABILITY

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

31. INTERPRETATION; ENTIRE AGREEMENT

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect.

32. EXECUTION OF CONTRACT

The persons executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

33. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date set next to the signature of the City Manager below, which date shall be inserted into the preamble of this Agreement.

[End – Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Agreement as of the Effective Date.

CITY OF DUARTE

LDM Associates Inc., a California Corporation

By _____
Darrell George
City Manager

By _____
Rudy E. Munoz
Its: Senior Vice President

Date: _____

Date: _____

EXHIBIT "A"

SCOPE OF SERVICES

Begins Next Page

SECTION II. SCOPE OF SERVICES

In the performance of the administration and implementation of the CDBG Program and Labor Compliance services, LDM will provide staffing and other resources required to perform the following:

II A. SCOPE OF SERVICES – ADMINISTRATIVE DUTIES

1. LDM will provide technical assistance for the administration and implementation of the City's projects and activities.
 - a. Prepare CDBG documents including contracts, agreements and amendments, as needed.
 - b. Prepare and publish public hearing notices for citizen input on the allocation of annual funds and/or any changes in the CDBG allocation of funds.
 - c. Prepare reports and resolutions for City Council review and approval of CDBG projects and activities including any required public hearing notices, as needed.
 - d. Prepare quarterly memorandums to City which provides an update on CDBG funded program expenditures, progress, and accomplishments.
 - e. Prepare and submit Annual Program Planning Summaries indicating the projects and budgets for the CDBG Program to the Community Development Commission.
 - f. Process CDBG Reimbursable Contract and Amendments.
 - g. Prepare and complete Community Development Commission reports and documents including the Quarterly Performance Report, labor standards report and Contract/Subcontract activity report.
 - h. Keep City informed on current County and HUD requirements for the CDBG program guidelines for services, supplies and equipment, when required.
 - i. Provide other administration services to ensure compliance with all CDBG Federal regulations and Los Angeles County Community Development Commission policies, as they may change from time to time.
 - j. Monitor construction activities and review change orders on the job site and/or with the Public Works Manager or his designee, to ensure consistency with CDBG project scope of work (Agreement to Implement) as approved by LACDC.
2. LDM will prepare Agreements to implement for projects including project descriptions and budgets with input from City staff and will incorporate any revisions as may be required by City Council.
 - a. Complete and submit the Agreement to implement & accompanying Exhibit A input documents which describe the CDBG project scope of service, time of performance, budget and funding amount, program beneficiaries and project location to LACDC.
 - b. Prepare and process amendments for on-going projects.
 - c. Prepare and publish public hearing notices for substantial changes in project description and/or funding levels.
3. LDM will prepare CDBG Funding Requests for each project and/or coordinate the preparation and submittal with City Finance staff.

- a. Review payment requests and invoices for CDBG services, supplies and equipment, if necessary.
 - b. Prepare and submit and/or oversee the preparation and submission of CDBG Funding Requests to the County each month.
 - c. Monitor the drawdown of CDBG funds in order to comply with the CDC/HUD performance goals.
- 4. LDM will coordinate with staff and gather all necessary files and documentation for program monitoring and audit preparation.
 - a. Develop and maintain all necessary documentation for CDBG monitoring and annual City Audit.
 - b. Assist County and Federal CDBG monitors during program performance reviews, and City auditors during City Audit.
- 5. LDM will act as City's liaison and representative to the Los Angeles County Community Development Commission.
 - a. Coordinate program monitoring visits and audits.
 - b. Prepare responses to CDC correspondence and monitoring findings.
 - c. Submit inquiries for clarifications and determinations on behalf of the City.
 - d. Attend mandatory meeting, complete mandatory trainings, and attend Cities Quarterly Meetings on behalf of the City.
- 6. LDM will ensure compliance with all applicable Federal, State and local laws and policies.
 - a. Keep updated copies of CDBG regulations and handbooks at City Hall.
 - b. Circulate CDBG information bulletins to City staff.
 - c. Attend County and HUD seminars on program and regulatory changes.

II B. SCOPE OF SERVICES – LABOR COMPLIANCE SERVICES

- 7. LDM will provide Davis-Bacon monitoring and contract compliance for CDBG funded construction projects.
 - a. Review construction contracts and bid specifications for compliance with Federal requirements to ensure that all appropriate forms are included in bid package.
 - b. Submit construction bid document to LACDC prior to advertisement of bids.
 - c. Verify contractor and subcontractor eligibility.
 - d. Participate in preconstruction conferences as requested by the City.
 - e. Prepare and submit documents and reports required by the U.S. Department of Labor (DOL) and U.S. Department of Housing and Urban (HUD) for construction projects.
 - f. Report any wage modifications, or other changes in requirements as they are issued.
 - g. Review Weekly Certified Payroll Reports and coordinate or conduct the worker job site interviews to ensure compliance with prevailing wage requirements.
 - h. Prepare and maintain labor and contract compliance files for CDC and HUD monitoring.

- i. Review all construction contract files prior to project close-out.
- j. Prepare any labor violation reports and coordinate and process resolutions for any labor violations.

"Exhibit B"
COUNTY LOBBYIST CODE CHAPTER 2.160
COUNTY ORDINANCE NO. 93-0031

CERTIFICATION

Name of Firm: LDM ASSOCIATES INC. Date: _____

Address: 10722 ARROW ROUTE STE 822 City: RANCHO CUCAMONGA

State: CA Zip Code: 91730 Phone No: (909) 476-6006

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the County of Los Angeles and the Community Development Commission, County of Los Angeles.

1. It is understood that each person/entity/firm who applies for a Community Development Commission contract, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code Chapter 2.160, (Los Angeles County Ordinance 93-0031).
2. That all persons/entity/firms acting on behalf of the above named firm have and will comply with the County Code, and;
3. That any person/entity/firm who seeks a contract with the Community Development Commission shall be disqualified there from and denied the contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the above named firm fails to comply with the provisions of the County Code.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into contract with the Los Angeles County and the Community Development Commission, County of Los Angeles.

Authorized Official:

Name: _____

Title: _____

Signature: _____

Date: _____

RECEIVED

FEB 22 2017

CITY OF DUARTE
COMMUNITY DEVELOPMENT



CITY OF DUARTE

PROPOSAL
COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM PROJECT ADMINISTRATIVE AND
LABOR COMPLIANCE SERVICES
2017-2018

CORPORATE HEADQUARTERS
10722 ARROW ROUTE, SUITE 822
RANCHO CUCAMONGA, CA 91730
TELEPHONE: 909/ 476-6006
FAX NO.: 909/ 476-6086



February 17, 2017

City of Duarte
Community Development Department
Attn: Yesenia Serna, Community Development Technician
1600 Huntington Drive
Duarte, CA 91010

Subject: Proposal for Community Development Block Grant Project Administrative and Labor Compliance Services

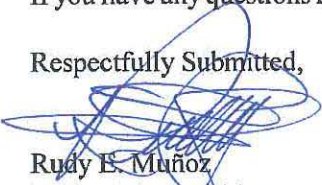
Dear Ms. Serna:

LDM Associates, Inc. (LDM) is pleased to submit a proposal to provide consulting services to administer and implement the City's Community Development Block Grant (CDBG) Program. For more than thirty (30) years, LDM, along with its affiliate, MDG Associates, Inc. (MDG), have been providing high-quality services to municipal agencies, the U.S. Department of Housing and Urban Development (HUD), Los Angeles County Community Development Commission (LACDC), and private clients. LDM's emphasis and capabilities lie in grants management of HUD -funded Community Planning and Development (CPD) Programs such as Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME) and Emergency Solutions Grant (ESG). In prior years, the firm has also assisted cities in the implementation of one-time entitlement grants such as the Neighborhood Stabilization Programs (NSP 1, 2 & 3) and the Homelessness Prevention and Rapid Rehousing Program (HPRP). In addition to grants management, the firm provides administration and/or implementation services for programs such as federal and state housing rehabilitation, commercial rehabilitation, first-time homebuyer and labor compliance.

Our consulting team is comprised of a highly qualified professional staff with expertise in all aspects of the administration and implementation of the federal Community Development Block Grant (CDBG) Program. We appreciate the opportunity to submit this proposal to the City of Duarte to provide CDBG and federal Labor Compliance services (Davis-Bacon and Related Acts).

If you have any questions regarding this matter, please do not hesitate to call me at your convenience.

Respectfully Submitted,



Rudy E. Muñoz
Senior Vice President

Enclosure: Proposal

CITY OF DUARTE
PROPOSAL
COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT ADMINISTRATIVE
AND LABOR COMPLIANCE SERVICES

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SECTION I. DESCRIPTION OF FIRM, QUALIFICATIONS AND EXPERIENCE

LDM Associates, Inc. (LDM) was established in 1987 and has undergone steady growth since its inception. LDM is a corporation registered in the State of California. In response to our clients' needs, LDM and its affiliate MDG Associates, Inc. (MDG) provide a wide variety of Community Development consulting services including, but not limited to Grants Management; Project Management; Construction Management; Architectural Design; Urban Planning; and Labor Compliance Monitoring. LDM provides administrative and management services to cities that are seeking a consultant that can act as an extension of their staff and look after the best interest of the City.

Grants Management:

LDM provides administration and implementation services for the Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), Emergency Solutions Grant (ESG), Community Development Block Grant Recovery (CDBG-R), Homelessness Prevention and Rapid Rehousing Program (HPRP), CalHome, and Neighborhood Stabilization Programs (NSP). In addition, LDM implements activities funded under the aforementioned programs such as Residential Rehabilitation, Commercial Rehabilitation, and First-Time Homebuyer, Capital Improvement Project Management and Labor Compliance Monitoring and Enforcement.

LDM's team members previously were employed as Program Managers with the Los Angeles County Community Development Commission (LACDC); making LDM team members uniquely qualified to act as liaison to LACDC on behalf of client cities, as well as provide cities the necessary expertise and technical assistance required to successfully implement all federal programs supported through the LACDC.

LDM maintains an excellent relationship with the local HUD office and HUD's headquarters (Washington D.C.), as well as with the Los Angeles County Community Development Commission Grants Management staff. In addition to grants management, LDM and its affiliate MDG, provide planning, redevelopment, and project management services to municipalities.

LDM and its affiliate MDG currently provide technical assistance (TA) to federal grantees throughout the country offering training through the OneCPD and Community Compass Programs. This technical assistance is provided to states, counties, cities and other HUD funded grantees in conjunction with the CDBG, HOME, and NSP programs. MDG provides training on behalf of HUD Headquarters in the areas of "Basically CDBG"; "e-Con Planning Suite/CPD Maps"; "Integrated Disbursement and Information System (IDIS)"; and the "Disaster Recovery Reporting System (DRGR)". In addition, LDM's affiliate (MDG) is currently providing assistance to HUD grantees through participation in the HUD Resource Exchange "Ask a Question (AAQ) System" in the areas of CDBG, HOME, Environmental Review, IDIS, and DRGR.

LDM and MDG are currently under contract with nineteen (19) cities and one (1) county to administer or assist in the administration of CDBG, HOME and/or ESG Programs. LDM and MDG administer the cities' and County's combined annual federal funding allocations that total approximately \$18.5 million dollars. The cities include: Azusa, Claremont, Compton, Corona, Duarte, Fontana, Hawthorne, Hesperia, Irvine, Lawndale, Newport Beach, Paramount, Palmdale, Rialto, Redlands, Rancho Palos Verdes,

Upland, Walnut and Whittier. Thirteen (13) of these cities are HUD entitlement cities and six (6) are participating cities under the Los Angeles County Community Development Commission. In addition, LDM and its affiliate MDG provide services to the cities of Baldwin Park and Riverside as well as the County of Santa Barbara on specific tasks such as IDIS reporting, project monitoring, federal labor standards (Davis-Bacon) compliance, monitoring CDBG/HOME and ESG grants, preparation of Consolidated Plan/Action Plan, and the preparation of Consolidated Annual Performance and Evaluation Report (CAPER).

LDM Associates, Inc. is comprised of individuals with a wide variety of expertise including the services specifically requested by the City of Duarte. Currently, LDM has twenty-five (25) staff members. Thirteen (13) of the 25 staff members are knowledgeable and experienced in the administration of CDBG, HOME, ESG, and the CalHome Program.

Our staff possesses a wide variety of technological skills including Microsoft Office software, Microsoft Project, Adobe programs and AutoCAD. Our staff is fully trained in the use of all required federal, state and local online reporting databases, including but not limited to the Los Angeles County Community Development Commissions' electronic reporting and management system, the federal Integrated Disbursement and Information System (IDIS), Disaster Recovery Grant Reporting System (DRGR), Homeless Management Information System (HMIS), Recovery Act Management and Performance System (RAMPS), Performance and Accountability for Grants in Energy System (PAGE), HEROS (Environmental Review Module), and FederalReporting.gov.

Housing Rehabilitation:

LDM, along with its affiliate MDG, are currently under contract with the cities of Claremont, Carson, Compton, Fontana, Hawthorne, Hesperia, Irvine, Lawndale, La Canada Flintridge, Palmdale, Paramount, Upland, Walnut and Whittier for the management and implementation of their housing rehabilitation programs and inspection services. Last year, the firm processed and completed the rehabilitation of approximately 200 residential dwellings for 14 different cities. This includes the use of CDBG funds, HOME funds, State HOME funds and CalHome funds.

Commercial Rehabilitation Program Administration and Implementation Experience:

During the past 15 years, our firm has been assisting cities in the administration and implementation of their Commercial Rehabilitation Programs. During the past five (5) years, we have assisted seven (7) cities with the rehabilitation of approximately 55 commercial buildings. Commercial Rehabilitation services were provided to the cities of Carson, El Monte, Hawthorne, Lawndale, Paramount, Redlands, Rialto and Upland. In addition, LDM and its affiliate MDG are establishing two (2) new commercial rehabilitation programs for the cities of Buena Park and Hesperia. The level of service requested by each city differs, however in most cases MDG provides administration and implementation services including inspection, design services, project management and labor compliance monitoring.

Labor Compliance (Davis-Bacon and Related Acts):

LDM and its affiliate MDG currently provide Labor Compliance services to the cities of Compton, Corona, Duarte, Fontana, Irvine, Lawndale, Newport Beach, Paramount, Rialto, Torrance, Walnut and Upland. Our typical scope of work includes preparation and review of construction bid documents for compliance with federal labor standards including Davis-Bacon and Related Acts, Section 3, and

Department of Labor (DOL) regulations; coordination of pre-construction meetings, presentation of labor compliance and Section 3 requirements; review contractor bid documents for compliance; establish and maintain contractor and subcontractor labor compliance files; conduct employee field interviews and document federal posting requirements; reconcile weekly certified payroll reports and supporting documentation; monitor contractors for Section 3 accomplishments; compile and submit labor standards and related reports to LACDC; schedule labor compliance file reviews prior to release of retention funds; and address and resolve wage underpayments or wage deficiency issues.

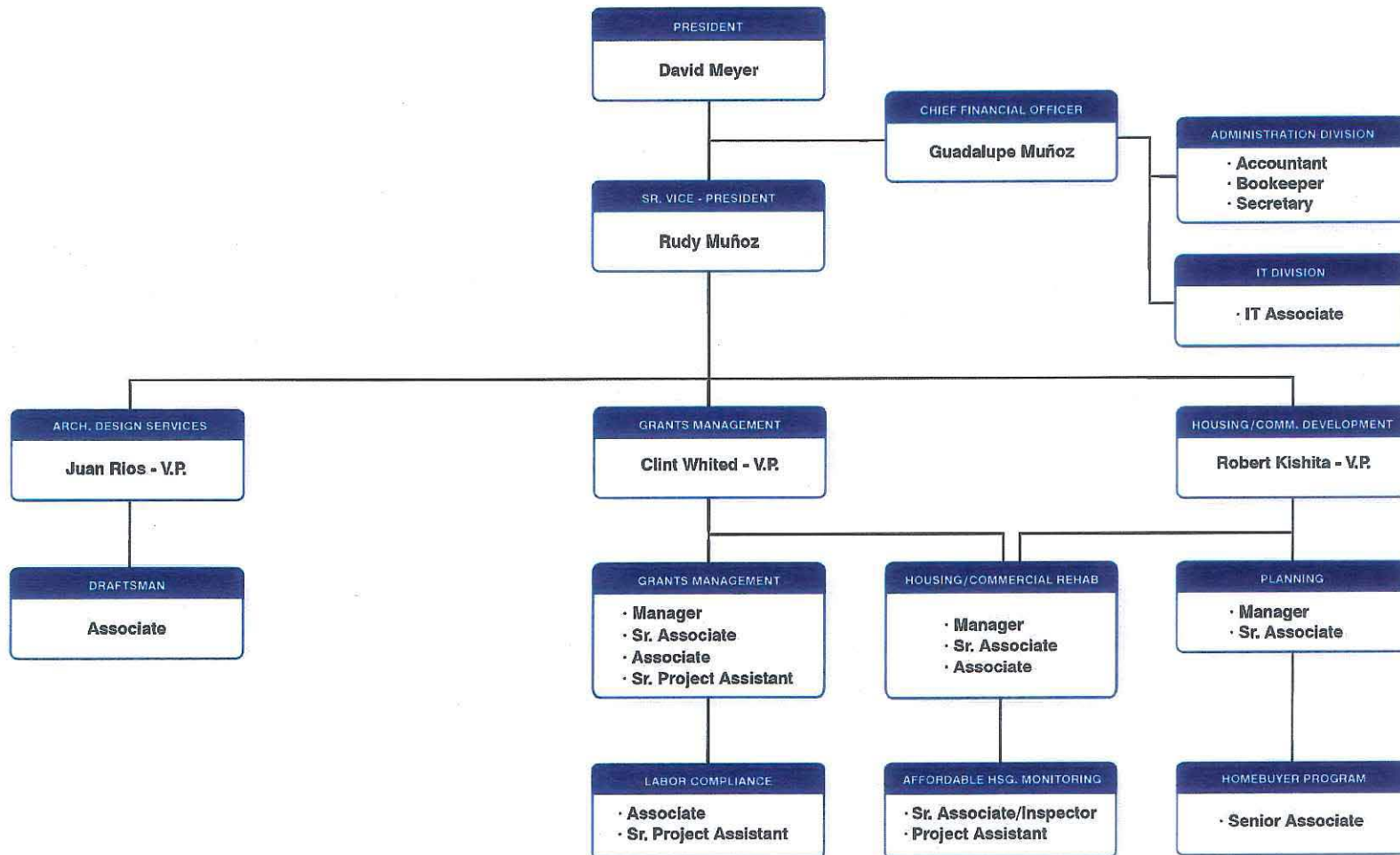
Section 3:

Our staff is experienced in the implementation of Section 3 and Davis-Bacon and Related Acts (DBRA). Currently, LDM, along with its affiliate MDG, monitors labor compliance activities for fifteen (15) projects with a combined construction value of over \$12.5 million. Of these projects, ten (10) are Section 3-covered projects with contracts in excess of \$100,000.

For a complete list of current clients, including detailed information and scopes of work, please see: "Section IV, Client References".

LDM is a Veteran-Owned Small Business (VOSB); while its affiliate MDG is a Los Angeles County registered Minority Business Enterprise (MBE) and a State of California registered Small Business (SB).

LDM ASSOCIATES, INC. • ORGANIZATION CHART



SECTION II. SCOPE OF SERVICES

In the performance of the administration and implementation of the CDBG Program and Labor Compliance services, LDM will provide staffing and other resources required to perform the following:

II A. SCOPE OF SERVICES – ADMINISTRATIVE DUTIES

1. LDM will provide technical assistance for the administration and implementation of the City's projects and activities.
 - a. Prepare CDBG documents including contracts, agreements and amendments, as needed.
 - b. Prepare and publish public hearing notices for citizen input on the allocation of annual funds and/or any changes in the CDBG allocation of funds.
 - c. Prepare reports and resolutions for City Council review and approval of CDBG projects and activities including any required public hearing notices, as needed.
 - d. Prepare quarterly memorandums to City which provides an update on CDBG funded program expenditures, progress, and accomplishments.
 - e. Prepare and submit Annual Program Planning Summaries indicating the projects and budgets for the CDBG Program to the Community Development Commission.
 - f. Process CDBG Reimbursable Contract and Amendments.
 - g. Prepare and complete Community Development Commission reports and documents including the Quarterly Performance Report, labor standards report and Contract/Subcontract activity report.
 - h. Keep City informed on current County and HUD requirements for the CDBG program guidelines for services, supplies and equipment, when required.
 - i. Provide other administration services to ensure compliance with all CDBG Federal regulations and Los Angeles County Community Development Commission policies, as they may change from time to time.
 - j. Monitor construction activities and review change orders on the job site and/or with the Public Works Manager or his designee, to ensure consistency with CDBG project scope of work (Agreement to Implement) as approved by LACDC.
2. LDM will prepare Agreements to implement for projects including project descriptions and budgets with input from City staff and will incorporate any revisions as may be required by City Council.
 - a. Complete and submit the Agreement to implement & accompanying Exhibit A input documents which describe the CDBG project scope of service, time of performance, budget and funding amount, program beneficiaries and project location to LACDC.
 - b. Prepare and process amendments for on-going projects.
 - c. Prepare and publish public hearing notices for substantial changes in project description and/or funding levels.
3. LDM will prepare CDBG Funding Requests for each project and/or coordinate the preparation and submittal with City Finance staff.

- a. Review payment requests and invoices for CDBG services, supplies and equipment, if necessary.
 - b. Prepare and submit and/or oversee the preparation and submission of CDBG Funding Requests to the County each month.
 - c. Monitor the drawdown of CDBG funds in order to comply with the CDC/HUD performance goals.
- 4. LDM will coordinate with staff and gather all necessary files and documentation for program monitoring and audit preparation.
 - a. Develop and maintain all necessary documentation for CDBG monitoring and annual City Audit.
 - b. Assist County and Federal CDBG monitors during program performance reviews, and City auditors during City Audit.
- 5. LDM will act as City's liaison and representative to the Los Angeles County Community Development Commission.
 - a. Coordinate program monitoring visits and audits.
 - b. Prepare responses to CDC correspondence and monitoring findings.
 - c. Submit inquiries for clarifications and determinations on behalf of the City.
 - d. Attend mandatory meeting, complete mandatory trainings, and attend Cities Quarterly Meetings on behalf of the City.
- 6. LDM will ensure compliance with all applicable Federal, State and local laws and policies.
 - a. Keep updated copies of CDBG regulations and handbooks at City Hall.
 - b. Circulate CDBG information bulletins to City staff.
 - c. Attend County and HUD seminars on program and regulatory changes.

II B. SCOPE OF SERVICES – LABOR COMPLIANCE SERVICES

- 7. LDM will provide Davis-Bacon monitoring and contract compliance for CDBG funded construction projects.
 - a. Review construction contracts and bid specifications for compliance with Federal requirements to ensure that all appropriate forms are included in bid package.
 - b. Submit construction bid document to LACDC prior to advertisement of bids.
 - c. Verify contractor and subcontractor eligibility.
 - d. Participate in preconstruction conferences as requested by the City.
 - e. Prepare and submit documents and reports required by the U.S. Department of Labor (DOL) and U.S. Department of Housing and Urban (HUD) for construction projects.
 - f. Report any wage modifications, or other changes in requirements as they are issued.
 - g. Review Weekly Certified Payroll Reports and coordinate or conduct the worker job site interviews to ensure compliance with prevailing wage requirements.
 - h. Prepare and maintain labor and contract compliance files for CDC and HUD monitoring.

- i. Review all construction contract files prior to project close-out.
- j. Prepare any labor violation reports and coordinate and process resolutions for any labor violations.

SECTION III. MANAGEMENT AND STAFFING

Rudy Muñoz, Senior Vice President, will manage the contract on behalf of LDM. The members of our consulting group proposed to provide administration and implementation of the CDBG Program include Tina Gall, Manager; and Daniel Perez, Associate. Ms. Gall will be responsible for the day-to-day implementation of the CDBG Program. Ms. Gall has been administering CDBG Programs as member of LDM for the past fourteen (14) years. In addition, prior to joining LDM Associates, Ms. Gall worked as a Program Manager for the LACDC in the Community Development Block Grant Division specifically overseeing CDBG Programs Mr. Perez will assist on an as-needed basis or in the absence of Ms. Gall to perform labor compliance services. Mr. Perez has been with LDM for the past six (6) years, administering CDBG programs and implementing Davis-Bacon and State of California labor compliance monitoring. The resumes of the aforementioned individuals are included in the Resume of Key Personnel section of this document.

SECTION IV. CLIENT REFERENCES

HUD Entitlement Cities:

City of Corona – Cynthia Lara, Administrative Services Manager II

Services Provided: CDBG Program Administration and HOME Technical Assistance including all aspects of the CDBG Program as well as assistance with affordable housing projects and Davis-Bacon Compliance Monitoring.

Date of Contract: 2010 to Present

Phone Number: (951) 739-4963; email address: Cynthia.Lara@ci.corona.ca.us

City of Fontana – David Edgar, Deputy City Manager

Services Provided: CDBG/HOME/CDBG-R/NSP Program TA; Analysis of Impediments to Fair Housing (AI); Consolidated Plan/Action Plan/CAPER preparation; Davis-Bacon/Section 3 Compliance; Policies and Procedures for FTHB and Housing Rehabilitation Programs

Date of Contract: 2009 to Present

Phone Number: (909) 350-6739; email address: dedgar@fontana.org

City of Hawthorne – Mari Guerrero, CDBG/HOME Coordinator

Services Provided: CDBG/HOME Program Administration and Technical Assistance; CDBG and HOME funded Housing Rehabilitation Program Implementation; RDA funded Commercial Rehabilitation Program Implementation; Analysis of Impediments to Fair Housing (AI); Consolidated Plan/Action Plan/CAPER preparation.

Date of Contract: 2002 to 2010 and 2014 to Present

Phone Number: (310) 349-2976; email address: mguerrero@cityofhawthorne.org

City of Irvine - Mr. Steve Holtz, Housing and Real Estate Administrator

Services Provided: CDBG/HOME/CDBG-R/HPRP Program Administration and Technical Assistance; Redevelopment Consultation; CDBG and HOME funded Housing Rehabilitation Program Implementation; Analysis of Impediments to Fair Housing (AI); Consolidated Plan/Action Plan/CAPER preparation; Davis-Bacon and Section 3 Compliance.

Date of Contract: 2001 to Present

Phone Number: (949) 724-7452; email address: sholtz@ci.irvine.ca.us

City of Newport Beach - Mr. James Campbell, Principal Planner

Services Provided: CDBG Program Technical Assistance; Davis-Bacon and Section 3 Compliance; Analysis of Impediments; Consolidated Plan/Action Plan/CAPER preparation; affordable housing monitoring.

Date of Contract: 2000 to Present

Phone Number: (949) 644-3210; email address: jcampbell@newportbeachca.gov

City of Paramount – Karina Lam Liu, Finance Director

Services Provided: CDBG/CDBG-R/NSP/HOME Program Administration; Redevelopment Consultation; CDBG and HOME funded Housing Rehabilitation and Commercial Rehabilitation Program Implementation; Homebuyer Assistance Program; Analysis of Impediments to Fair Housing (AI); Consolidated Plan/Action Plan/CAPER preparation; 5 Year Implementation Plan (Redevelopment); Davis-Bacon Compliance; and affordable housing monitoring.

Dates of Contract: 2003 to Present

Phone Number: (562) 220-2210; email address: Klam@ParamountCity.com

City of Rialto – Mike Story, City Administrator

Services Provided: CDBG Program Administration; CDBG-R Program Administration; NSP1 and NSP3 Program Administration; Homelessness Prevention and Rapid Rehousing (HPRP) Program Administration; Commercial Rehabilitation Program Implementation; Project/Construction Management; Davis-Bacon; Consolidated Plan/Action Plan/Analysis of Impediments/CAPER preparation.

Date of Contract: 2000 to Present

Phone Number (909) 820-2689; e-mail address: Administration@rialtoca.gov

City of Upland – Jeff Zwack, Director of Development Services Department

Services Provided: CDBG Program Technical Assistance; CalHome and RDA funded Housing Rehabilitation Program Implementation (4 separate programs); RDA funded Commercial Rehabilitation Program Implementation; CalHome and RDA funded Homebuyer Assistance Program; Project/Construction Management; Davis-Bacon and Section 3 Compliance; Analysis of Impediments; Planning Services; Analysis of Impediments to Fair Housing (AI); Consolidated Plan/Action Plan/CAPER preparation; affordable housing monitoring.

Date of Contract: 2004 to Present

Phone Number: (909) 931-4148; email address: jzwack@ci.upland.ca.us

LACDC Urban County Cities:

City of Agoura Hills - Doug Hooper, Director of Planning Dept.

Services Provided: CDBG Program Administration (Urban County with LACDC); CDBG/RDA funded Housing Rehabilitation Program implementation; Davis-Bacon and Section 3 Compliance Monitoring.

Date of Contract: 1999 to Present

Phone Number (818) 597-7342; email address: dhooper@ci.agoura-hills.ca.us

City of Azusa- Kurt Christiansen, Economic and Community Development Director

Services Provided: CDBG Program Administration, as a participant in the LACDC Urban County Program and federal Labor Compliance services.

Date of Contract: 2015 to Present

Phone Number: (626) 812-5236; email address: kchristiansen@ci.azusa.ca.us

City of Claremont – Austin Ramirez, Management Analyst

Services Provided: CDBG Program Administration (Urban County with LACDC); CDBG funded Housing Rehabilitation Program implementation; public service program technical assistance; Davis-Bacon and Section 3 Compliance.

Date of Contract: 2010 to Present

Phone Number (909) 399-5473; email address: aramirez@ci.claremont.ca.us

City of Lawndale – Sean Moore, Community Development Manager

Services Provided: CDBG Program Administration (Urban County with LACDC); public service program technical assistance; Davis-Bacon and Section 3 Compliance.

Date of Contract: 2000 to Present

Phone Number (310) 973-3240; email address: smoore@lawndalecity.org

City of Rancho Palos Verdes – Mike Gibson, Public Works Department

Services: Los Angeles County Community Development Commission – Administration of CDBG Program Administration; Implementation of CDBG Home Improvement Program; Davis-Bacon and Section 3 Compliance.

Date of Contract: 2002 to Present

Phone Number (310) 544-5247; email address: mikeg@rpvca.gov

City of Walnut - Tom Weiner, Community Development Director

Services Provided: CDBG Program Administration (Urban County with LACDC); CDBG funded Housing Rehabilitation Program implementation; public service program technical assistance; Davis-Bacon and Section 3 Compliance.

Date of Contract: 2000 to Present

Phone Number (909) 595-7543; email address: tweiner@ci.walnut.ca.us

SECTION V. WORK PLAN - Technical

LDM promotes a team approach to the administration of the CDBG Program. This approach allows our clients to expect and receive a continuous level of service by all qualified LDM staff. The team approach also allows us to assign individuals with expertise in certain areas to assist clients with a variety of complex tasks. The work program for each City varies depending on the City's needs. LDM prefers to perform a large portion of the tasks on-site with some file management services performed in-house. In cases where space availability is limited, we perform the majority of the tasks from our corporate office in Rancho Cucamonga while holding regularly scheduled meetings with staff

Based on the Scope of Work and the City's new, proposed 2017-2018 CDBG projects, LDM anticipates providing an average of six to eight (6-8) on-site hours weekly, depending upon the various phases of project implementation or as requested by City Staff. We propose to act as an extension of City staff. We will provide flexible scheduling to meet the needs of the City. In addition, we will make ourselves available to attend meetings as requested. Our consultant team will be available during non-scheduled hours in order to meet your needs. LDM staff will maintain professional proficiency in the requirements of the CDBG program, and attend all required LACDC CDBG training and information sessions.

Based on our extensive experience in administering CDBG Programs, LDM has developed a timeline for the program year in order to perform all required program management, coordination, monitoring and program evaluations as required by all applicable Federal and CDC requirements and policies.

CDBG Administration Timeline

July

- Beginning of new fiscal year
- Quarterly Performance Reports due by the end of the first week for the prior year's fourth quarter
- Monthly funding request submittals to the Community Development Commission

August

- 31st – Financial Close-Out Deadline for all prior year projects
- Monthly funding request submittals to the Community Development Commission

September

- End of 1st quarter
- Contract and Subcontract Activity Report due to Community Development Commission
- Semi-Annual Labor Standards Report due to the Community Development Commission
- Monthly funding request submittals to the Community Development Commission

October

- Quarterly Performance Reports due by the end of the first week for the current year's first quarter
- Technical Assistance & project oversight of any capital improvement or public service projects

- Monthly funding request submittals to the Community Development Commission

November

- Monthly funding request submittals to the Community Development Commission

December

- End of 2nd quarter
- Beginning of planning process for next year's CDBG funded programs/projects
- Monthly funding request submittals to the Community Development Commission

January

- Quarterly Performance Reports due by the end of the first week for the current year's second quarter
- City Council approval of proposed continuing and new CDBG funded programs/projects
- Monthly funding request submittals to the Community Development Commission

February

- Planning Summaries, Proposed Exhibit As, and Environmental Service Requests deadline to the Community Development Commission
- Monthly funding request submittals to the Community Development Commission

March

- End of 3rd quarter
- 31st – Performance Policy Compliance deadline(expenditure drawdown)
- 31st – Single Audit Report due
- Contract and Subcontract Activity Report due to Community Development Commission
- Semi-Annual Labor Standards Report due to the Community Development Commission
- Monthly funding request submittals to the Community Development Commission

April

- Quarterly Performance Reports due by the end of the first week for the current year's third quarter
- Technical Assistance & project oversight of any capital improvement or public service projects
- Monthly funding request submittals to the Community Development Commission

May

- 30th – Amendment Request Deadline for current year projects
- Monthly funding request submittals to the Community Development Commission

June

- End of 4th quarter & fiscal year
- Monthly funding request submittals to the Community Development Commission

Davis Bacon and Related Acts (DBRA) Compliance:

- Determine CDBG eligibility of potential capital improvement projects
- Provide CDBG-related bid package and construction contract documents to the Engineering Department
- Participate in pre-construction conferences and provide documents related to federal requirements, as needed, to City staff and contractors
- Prepare and submit documents and reports required by the U.S. Department of Labor (DOL), the U.S. Department of Housing and Urban Development (HUD), and the Los Angeles County Community Development Commission (CDC) for construction projects receiving CDBG funding
- Review Certified Payroll and correspond with contractors regarding payroll deficiencies
- Perform on-site monitoring related to federal Labor Standards and other CDBG requirements
- Conduct close out of project

SECTION VI. COST BREAKDOWN, WORK, TASKS, TIME SCHEDULE AND PRICING

LDM proposes to provide on-site services to the City of Duarte an average of six (6) to eight (8) hours every week or as requested by City Staff. Based on the scope of work and additional information as identified in this proposal, LDM proposes to invoice on a time and material basis as shown on the attached Rate Schedule (see Exhibit "A").

For the upcoming CDBG Program Year, July 1, 2017 through June 30, 2018, LDM proposes to administer the City's CDBG-funded ADA Curb Ramp Project and the Galen Street Improvement Project for the not-to-exceed amount allowed of twenty percent (20%) direct project administration costs per project, including labor compliance services. Specifically, the "not to exceed amount" for the CDBG 2017-2018 ADA Curb Ramp Project will be approximately \$10,000; and, for the Galen Street Improvement Project, the not-to-exceed amount will be approximately \$17,750. Further cost analyses between CDBG project administration and labor compliances services will be provided once LDM reviews each specific project's activity description. Should a multi-year Agreement be offered, LDM reserves the right to re-evaluate future CDBG project's "not to exceed amount" depending upon the City's annual CDBG allocation.

EXHIBIT "A"

SCHEDULE OF HOURLY BILLING RATES

Rates effective as of July 1, 2017 through June 30, 2018

<u>STAFF PERSON</u>	<u>HOURLY RATE</u>
President/Senior Vice President	\$110.00/Hr.
Vice President	\$105.00/Hr.
Manager	\$100.00/Hr.
Senior Associate	\$90.00/Hr.
Associate	\$80.00/Hr.
Senior Project Assistant	\$70.00/Hr.
Project Assistant	\$60.00/Hr.
Secretary	\$40.00/Hr.

Note: If LDM staff is requested by the City to attend a meeting not considered a part of this proposal or on a day in which a consultant is not scheduled to be on site, the City shall be billed for the time it takes to drive to and from the City and its corporate office.

REIMBURSABLE ITEMS:

Project Supplies	At Cost plus 10% surcharge
Prints/Reproductions	At Cost plus 10% surcharge

RESUMES OF KEY PERSONNEL



Rudy E. Muñoz

Senior Vice President

PROFESSIONAL EXPERIENCE:

LDM Associates, Inc. – Rancho Cucamonga, CA **Senior Vice President: 1991 - Present**

Senior Vice President of LDM Associates, Inc. and founder and President of MDG Associates, Inc., a community development consulting firms specializing in administration and implementation services to a number of municipal agencies. Over 30 years of experience in the community development field that includes strategic development of implementation tools to facilitate the management of programs, classroom training, administration and implementation of programs and designing programs for state, county and local governments.

Specializes in the oversight of U.S. Housing and Urban Development (HUD) programs to government agencies as well as HUD technical services providers under the OneCPD and Community Compass Technical Assistance program. The services to government agencies include providing day-to-day administration services for the Community Development Block Grant (CDBG), Home Investment Partnerships Act (HOME), Neighborhood Stabilization Program (NSP), and Homelessness Prevention and Rapid Rehousing Programs (HPRP). Responsible for designing, developing, administering, and implementing housing rehabilitation, commercial rehabilitation, and First Time Homebuyer programs for a number of grantees in Southern California.

Services provided to HUD service providers includes HOME and CDBG Program technical assistance; training on the Disaster Recovery and Grant Reporting (DRGR) system, Basically CDBG, e-Con Planning Suite and CPD Maps. Part of HUD's Ask a Question (AAQ) team for the DRGR reporting system, HOME Program, and the IDIS Reporting system in addition to being a part of HUD's Policy and Procedure Work Group responsible for developing policy and procedures for CPD Programs.

Has provided training and technical assistance (TA) through HUD service providers to the Commonwealth of Puerto Rico in Spanish. This includes the translation of CPD training materials, checklists, and training slides in Spanish.

City of Huntington Park – Huntington Park, CA **Ass. Director of Comm. Development/Redevelopment: 1987 – 1991**

Assisted the Director of Community Development in the administration of the department. Directly responsible for the day-to-day administration and management of municipal staff on the CDBG and HOME programs, current and advanced planning functions and code enforcement activities. Acted as Secretary to the City's Planning Commission.

City of Bell – Bell, CA **City Planner: 1986 – 1987**

Under the direction of the Community Development Director, administered the City's current and advanced planning activities, assisted in the development of a new General Plan. Responsible for reviewing and processing Subdivision Review, Zoning Review, Environmental Review, and Design Review functions. Responsible for the administration of the CDBG Program funded through the Urban County Program.

City of Montclair – Montclair, CA

Associate Planner (started as Assist. Planner): 1985 – 1986

Assisted in the daily planning functions including, California Environmental Quality Act (CEQA) review, Design Review, Subdivisions, Annexations, Development proposals. Responsible for reviewing and processing Zone Changes, Variances, Conditional Use Permits, and other entitlements.

Booth-Good Architects: Walnut, CA

Project Assistant 1982-1985

Under the direction of the Project Architect, assisted in the design development, and preparation of construction drawings for a variety of building types including single family residential, multi-family residential and commercial developments.

EDUCATION:

Bachelor of Architecture (5-Year Degree)

California State Polytechnic University, Pomona

AFFILIATIONS/ REGISTRATIONS:

ICBO - International Conference of Building Officials

NAHRO- National Association of Housing and Redevelopment Officials

AIA - Prior Associate member of the American Institute of Architects

Licensed State General Contractor – California License No.681042

ICBO – Earthquake Retrofit of Wood Frame Homes Certification

Certified HOME Program Regulations, HUD (Technical Assistance Provider)

PROFESSIONAL EXPERIENCE:

LDM Associates, Inc. – Rancho Cucamonga, CA
Manager: 2002 - Present

Ms. Gall possesses more than 20 years' experience in the community development field which includes current and advanced planning, grant writing, grants management and implementation. Currently, Ms. Gall is responsible for providing clients with advanced planning services in areas such as housing policy analysis, environmental review, contract administration, and grant writing. Ms. Gall possesses extensive experience with state and local transportation planning grants and park and open space grants. Ms. Gall assists cities in the administration of the federal Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG) Programs.

City of Azusa - Economic Development Analyst and Public Information Officer

Duties included the administration of the CDBG program, Azusa Redevelopment Agency special studies, economic development analyses, and assistance with redevelopment project area plan amendments. Ms. Gall also served as the City's Public Information Officer.

Los Angeles County Community Development Commission (LACDC) – Program Manager

As a Program Manager, Ms. Gall performed a variety of duties related to the administration and implementation of the LACDC's participating cities, Community Based Organizations and County Departments CDBG Program to ensure compliance with federal regulations. She provided technical assistance to CDBG grant recipients, reviewed and responded to eligibility inquiries for proposed CDBG projects, provided CDBG compliance training to grant recipients; and, ensured federal projects achieved compliance with Davis-Bacon and Related Acts requirements.

EDUCATION:

Master of Arts – Urban Planning

University of California at Los Angeles (UCLA)

Bachelor of Arts – Psychology

University of California at Los Angeles (UCLA)

PROFESSIONAL EXPERIENCE:

LDM Associates, Inc. – Rancho Cucamonga, CA
Associate: 2010 - Present

Provides Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG) consulting services to U.S. Department of Housing and Urban Development (HUD) grantees. Assists clients in the design and implementation of NOFA processes, development of Annual Action Plans, preparation of environmental reviews, preparation of written agreements, review of performance reports, approval of payment requests, Integrated Disbursement and Information System (IDIS) data entry and management, and preparation of the Consolidated Annual Performance and Evaluation Report. Provides technical assistance to HUD grantees through the HUD OneCPD Technical Assistance program. Areas of specialization include subrecipient management, program monitoring and nonprofit capacity building.

Responsible for Davis-Bacon and Related Acts (DBRA) prevailing wage compliance and monitoring, including bid document preparation, HUD-11 Employee Field Interviews, review of certified payroll reports, identification and resolution of labor standards violations, MBE/WBE and Section 3 compliance. Assists in the monitoring of CDBG and HOME funded projects for compliance with HUD regulations. Conducts subrecipient programmatic and financial monitoring of CDBG funded projects to determine compliance with HUD regulations. Also responsible for reviewing applications for participation in rehabilitation programs to verify compliance with CDBG and HOME program requirements.

City of Los Alamitos, Volunteer

Plan, organize, and supervise recreational activities for day camps and playground programs, score keep youth and adult sports, supervise and coach youth sports teams, water, rake, and prepare softball fields, consult with supervisor on children's behaviors and other various concerns.

Relevant Student Course Work

Econometrics, Labor Economics and Human Resources, Managerial Accounting, Probability and Statistics Economics, Financial Investment, Business Decisions, Economic Development, and Money and Banking.

Computer Skills: Microsoft Office (Word, Excel, Outlook, and Power Point, Adobe), Java and E-Views Programming

EDUCATION:

Bachelor in Business Economics – Statistical Analysis and Forecasting
University of California, Irvine

AFFILIATIONS/ REGISTRATIONS:

Certified HCV Housing Quality Standards

MEMORANDUM

TO: Darrell J. George, City Manager

FROM: Kristen Petersen, Assistant City Manager

DATE: April 20, 2017

SUBJECT: JOINT PARTNERSHIP BETWEEN CITY OF DUARTE AND FOOTHILL TRANSIT

Background

Last year City staff reached out to Foothill Transit staff to better understand the electric bus industry, the technological challenges and the necessary infrastructure requirements. During our meetings, Foothill Transit staff introduced the concept of a Community Connector, which would be a joint partnership between Foothill Transit and a member city, where Foothill Transit provides, operates, and maintains the transit vehicle on the same route that the member city is currently providing. Council liked this concept and asked staff to develop the details of such a proposal with Foothill Transit and bring it back for Council consideration.

As you know, the City runs a fixed-route bus system that began more than 28 years ago. Duarte Transit runs from 5:30 a.m. to 7:00 p.m., Monday through Saturday. During the week, two buses operate continuously, while a single bus runs on Saturday. The Division includes two full time staff, who supervise the City's Fleet Services, transportation for City programs, as well as the Duarte Transit system. Duarte Transit currently operates with 10 part time bus drivers. It is always very difficult to fill and maintain these positions and our full time staff often have to fill in due to vacancies. For the current fiscal year, the fixed route operating budget is \$778,000 which utilizes all the City's annual Proposition A and Proposition C funds.

Discussion

After several meetings, City staff and Foothill Transit have come up with the following proposed program. First, the operational costs of the program are estimated to be \$746K in the first year, which is less than our existing Duarte Transit budget of \$778k. The program would require 3 buses at a cost of \$800,000 each. The City would have the option to purchase or amortize the cost of the buses through Foothill Transit. With a total startup cost of \$2.4 million for the buses, the City currently has approximately \$1.6 million in reserved Prop A Funds that City Council could designate for this purpose. The program is envisioned to consist of all long-range electric 35 foot Proterra buses. Long range buses allow us to eliminate the need for investing in an on site charging station, which would have added another \$700,000 to the program costs. Duarte would retain its local transit identity through unique signage on the bus stating the name of the City and recognizing the partnership with Foothill Transit. A full marketing promotion would be done to reach out to the community and bus riders prior to the roll out of the new buses.

The City would treat this concept like a contract service and have the two existing full time Transit staff manage the Foothill Transit agreement, just as our Public Safety staff manage the Sheriff's contract. Foothill Transit will provide drivers, maintenance and take on all risk management and liability for the services. There are several bus stop improvements recommended that qualify for BSEP grant funds. Once a decision to proceed is made and a Memorandum of Understanding executed, the process to procure the 35-foot, extended range buses would begin. As Foothill Transit does not currently own any 35-foot, extended range electric buses, the procurement and manufacturing process could take up to 12 months. Foothill Transit is currently investigating various alternatives to expedite this.

The two Duarte routes would operate on the same TAP Card system that Foothill Transit and Metro utilize now. This provides for the very first time, an opportunity to consider introducing fares for the Duarte Transit system. Council has discussed in the past the idea that fares should only be considered when new buses were introduced.

The Duarte routes would be classified as Local routes within the Foothill Transit system and the fare for rides taken on these routes would be the Foothill Transit Local fare. Restrictions on riders would no longer be allowed, thus opening the transportation to the student population. We anticipate that the Duarte Unified School District and the California School of the Arts will be interested in purchasing TAP cards for the Duarte system as a means of transporting students.

The City could choose to partially or fully offset the cost of fares for certain categories of residents. To facilitate this, Duarte TAP cards would be specially programmed so that the fareboxes on the buses would recognize when a Duarte TAP card is used to board a bus. These TAP cards would be distributed – at full price, at a discount, or for free – by the City to whatever category or categories of residents the City Council identifies. While the general public would have access to the Duarte routes, those rides taken on the two Duarte routes by holders of the Duarte TAP cards would be able to be reported to the City.

Regionally this would allow for more federal funding to flow into the San Gabriel Valley via the Formula Allocation Procedure. Foothill Transit believes that there is a real potential to work with the City of Duarte as its very first test case for the Community Connector program and that the program has the potential to go beyond Duarte as far as other member cities.

Recommendation

Staff is recommending that City Council designate \$1.6 million in Prop A funds towards the purchase of the two electric buses, give staff direction on what if any fare subsidy City Council would like to incorporate into the program and authorize staff to bring back a Memorandum of Understanding with Foothill Transit that meets the general scope and budget described above for Council consideration.