

**NOTICE AND CALL  
OF A  
SPECIAL VIRTUAL MEETING  
OF THE  
CITY COUNCIL**

**TO THE MEMBERS OF THE AFOREMENTIONED AGENCIES AND THE CITY CLERK OF  
THE CITY OF BALDWIN PARK**

**NOTICE IS HEREBY GIVEN** that a Special Meeting is hereby called to be held on  
**WEDNESDAY, October 7, 2020 at 5:00 PM.** virtually.

Said Special Meeting shall be for the purpose of conducting business in accordance with  
the attached Agenda.

**NO OTHER BUSINESS WILL BE DISCUSSED**

**THE COUNCIL CHAMBER IS CLOSED TO THE PUBLIC  
IN ACCORDANCE WITH HEALTH OFFICIALS RECOMMENDATIONS**

Dated: October 1, 2020.



Manuel Lozano  
Mayor

**AFFIDAVIT OF POSTING**

I, Lourdes Morales, Chief Deputy City Clerk of the City of Baldwin Park hereby certify under  
penalty of perjury under the laws of the State of California that the foregoing agenda was posted  
on the City Hall bulletin board not less than 24 hours prior to the meeting of October 7, 2020.



Lourdes Morales,  
Chief Deputy City Clerk

# AGENDA BALDWIN PARK

## CITY COUNCIL SPECIAL VIRTUAL MEETING

October 7, 2020  
5:00 PM

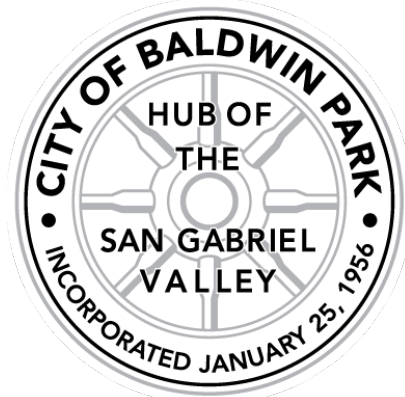
**THE COUNCIL CHAMBER IS CLOSED TO THE PUBLIC  
IN ACCORDANCE WITH HEALTH OFFICIALS RECOMMENDATIONS**

In accordance with the Governor's Declarations of Emergency for the State of California (executive Orders N-25-20 and N-29-20) and the Governor's Stay at Home Order (Executive Order N-33-20), the Baldwin Park City Council Meetings are being conducted via teleconference to limit in-person attendance.

**Audio Streaming will be available at:**

[https://www.youtube.com/channel/UCFLZ0\\_dDFRjy59rhiDZ13Fg/featured?view\\_as=subscriber](https://www.youtube.com/channel/UCFLZ0_dDFRjy59rhiDZ13Fg/featured?view_as=subscriber)

[http://baldwinpark.granicus.com/ViewPublisher.php?view\\_id=10](http://baldwinpark.granicus.com/ViewPublisher.php?view_id=10)



|                   |   |                |
|-------------------|---|----------------|
| Manuel Lozano     | - | Mayor          |
| Paul C. Hernandez | - | Mayor Pro Tem  |
| Alejandra Avila   | - | Council Member |
| Jean M. Ayala     | - | Council Member |
| Monica Garcia     | - | Council Member |

PLEASE TURN OFF ALL ELECTRONIC DEVICES

### **PUBLIC COMMENTS**

*The public is encouraged to address the City Council or any of its Agencies listed on this agenda. In accordance with Chapter 39 of the Baldwin Park Municipal Code, Speakers must address the Council as a whole and refrain from making impertinent, slanderous, or profane remarks or disrupt the peace of the meeting.*

### **COMENTARIOS DEL PUBLICO**

*Se invita al público a dirigirse al Concilio o cualquiera otra de sus Agencias nombradas en esta agenda. De acuerdo con el capítulo 39 del Código Municipal de la Ciudad de Baldwin Park, los comentarios deben ser dirigidos al Concilio como una sola entidad, y no ser impertinentes, difamatorios, o profanos, o interrumpir la paz de la reunión.*

**CITY COUNCIL  
SPECIAL VIRTUAL MEETING – 5:00 P.M.**

**CALL TO ORDER:**

**ROLL CALL:** Council Members: Alejandra Avila, Jean M. Ayala, Monica Garcia,  
Mayor Pro Tem Paul C. Hernandez, and Mayor Manuel Lozano

**PUBLIC COMMUNICATIONS**

*If you wish to comment on agenda items, please email your name, City of residence, item number and a phone number where you will be available between the hours of 5:00 PM to 6:00 PM on October 7, 2020 to [comments@baldwinpark.com](mailto:comments@baldwinpark.com). You will be contacted by a staff member and will be granted 3 (three) minutes to speak live during the meeting. In order to provide all with an equal opportunity to voice their concerns, staff needs time to compile and sort speaker cards received. As such, we respectfully request that you email your information between the posting of this agenda and 3:00 PM on October 7, 2020. If large numbers of persons wishing to speak are gathered (a reduction of the speaking time allotted for each speaker may be announced). A one hour limit may be placed on the time for public communications so that City business can be conducted, after which time, communications can resume.*

**OPEN SESSION/STUDY SESSION**

- **Portable Showers/Overnight Parking Locations Presentation**  
Presented by: Manny Carrillo, Director of Recreation and Community Services
- **Community Development Department - General Update**  
Presented by: Ben Martinez, Community Development Director

**RECESS TO CLOSED SESSION**

1. **Public Employee**  
Pursuant to Government Code §54957:  
  
Position: Pubic Works Manager
2. **Public Employee Appointment**  
Pursuant to Government Code §54957:  
  
Position: Chief of Police Recruitment
3. **Conference with Labor Negotiators**  
Pursuant to Government Code Section 54957.6:

**Agency Designated Representative:** Rebecca T. Green, Richards Watson Gershon,  
Shannon Yauchzee, Chief Executive Officer, and  
Laura Thomas, Human Resources/Risk Manager

**Employee Organizations:** Baldwin Park City Employees Association (CEA)  
Baldwin Park Classified Confidential Employees Association  
(CCEA)  
Baldwin Park Classified Management Employees Association  
(CMEA)

Baldwin Park Police Management Employees Association  
(PMEA)  
Baldwin Park Police Association (POA)  
Service Employee International Union (SEIU)

**4. Conference With Legal Counsel—Existing Litigation**

Pursuant to paragraph (1) of subdivision (d) of Government Code Section 54956.9:

|                                            |                            |
|--------------------------------------------|----------------------------|
| Case Name: BP Tale Corp. v. Rukli, Inc.    | Case No. 19STCV41708       |
| Case Name: Herrera v. City of Baldwin Park | Case No. 20STCV11521       |
| Case Name: Ehlers v. City of Baldwin Park  | Case No. 2-19-CV-09864-CAS |
| Case Name: City of Baldwin Park v. McLean  | Case No. 20STCV25341       |

**5. Real Property Negotiations Pursuant to Government Code §54956.8:**

- |                      |                                                                                                  |
|----------------------|--------------------------------------------------------------------------------------------------|
| A. Property:         | 4150 Puente Avenue (CAN 17-06)                                                                   |
| Negotiating Parties: | City of Baldwin Park and Shaun Bershatski, RUKLI, Inc.                                           |
| B. Property:         | 13111 Spring Street & 428 Cloverleaf Drive (CAN 17-07)                                           |
| Negotiating Parties: | City of Baldwin Park and Ming Hong Huang, 428 Cloverleaf, LLC.                                   |
| C. Property:         | 4145 Puente Avenue (CAN 17-01)                                                                   |
| Negotiating Parties: | City of Baldwin Park and Edward Avakyan<br>Jenome Research                                       |
| D. Property:         | 13467 Dalewood Street (CAN 17-09)                                                                |
| Negotiating Parties: | City of Baldwin Park and Darrin Oganessian and Ryan<br>Oganessian, RD Baldwin Park               |
| E. Property:         | 5148 Bleecker Street (CAN 17-12)                                                                 |
| Negotiating Parties: | City of Baldwin Park and Sergio Torres, Enrique Vega and<br>Moses Acosta, Medical Grade Farms BP |
| F. Property:         | 15023 Ramona Boulevard (CAN 17-13)                                                               |
| Negotiating Parties: | City of Baldwin Park and Shaun Szameit, Joshua Pierce and<br>Kevin Huebner, Kultiv8 Group, LLC.  |
| G. Property:         | 4621 Littlejohn Street (CAN 17-15)                                                               |
| Negotiating Parties: | City of Baldwin Park and Teresa Tsai, GSC Capital Group                                          |
| H. Property:         | 4802 Littlejohn Street, Suite B (CAN 17-29)                                                      |
| Negotiating Parties: | City of Baldwin Park and Yichang Bai<br>W&F International Corp                                   |
| I. Property:         | 5175 Commerce Drive (CAN 17-18)                                                                  |
| Negotiating Parties: | City of Baldwin Park and Linda Thong, Pacific Cultivation,<br>LLC.                               |

- J. Property: 15440, 15442 and 15444 Arrow Highway (CAN 18-01)  
Negotiating Parties: City of Baldwin Park and Tim McCarty  
Ala Karte, LLC
- K. Property: 4802 Littlejohn Street (CAN 17-28)  
Negotiating Parties: City of Baldwin Park and Marco Perez and Ren Yoneyama,  
VRD, Inc.
- L. Property: 13460 Brooks Drive (CAN 17-31)  
Negotiating Parties: City of Baldwin Park and Sigrid Lopez and Artem  
Karapetyan, Green Health Industries, LLC.
- M. Property: 1516 Virginia Avenue (CAN 17-30)  
Negotiating Parties: City of Baldwin Park and David Ju  
DJCBP Corp., dba Tier One Consulting
- N. Property: 14551 Joanbridge Street (CAN 17-02)  
Negotiating Parties: City of Baldwin Park and Tony Fong  
Baldwin Park Tale Corp.
- O. Property: 5018 Lante Street  
Negotiating Parties: City of Baldwin Park and Robert Gray  
Distinct Indulgence, Inc.

**6. Conference With Legal Counsel—Anticipated Litigation**

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9:

Potential Case(s): Four (4)

**RECONVENE IN OPEN SESSION**

**REPORT FROM CLOSED SESSION**

**ADJOURNMENT**

## CERTIFICATION

I, Lourdes Morales, Chief Deputy City Clerk of the City of Baldwin Park hereby that, certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 24 hours prior to the meeting of October 7, 2020.



Lourdes Morales  
Chief Deputy City Clerk

*For further information regarding agenda items, please contact the office of the City Clerk at (626) 960-4011 ext. 466 or e-mail [lmorales@baldwinpark.com](mailto:lmorales@baldwinpark.com).*

*In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Public Works Department or Risk Management at (626) 960-4011. Notification 48 hours prior to the meeting will enable staff to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 34.102.104 ADA TITLE II)*

# AGENDA

## BALDWIN PARK CITY COUNCIL REGULAR VIRTUAL MEETING

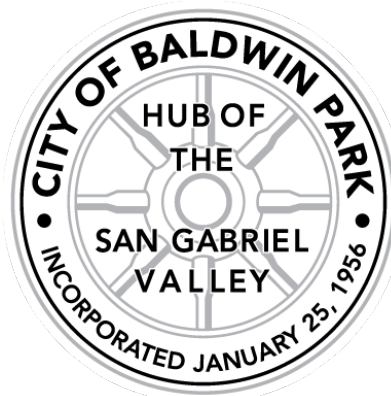
October 7, 2020  
7:00 PM

### **THE COUNCIL CHAMBER IS CLOSED TO THE PUBLIC IN ACCORDANCE WITH HEALTH OFFICIALS RECOMMENDATIONS**

In accordance with the Governor's Declarations of Emergency for the State of California (executive Orders N-25-20 and N-29-20) and the Governor's Stay at Home Order (Executive Order N-33-20), the Baldwin Park City Council Meetings are being conducted via teleconference to limit in-person attendance.

**Audio Streaming will be available at:**

[https://www.youtube.com/channel/UCFLZ0\\_dDFRjy59rhiDZ13Fg/featured?view\\_as=subscriber](https://www.youtube.com/channel/UCFLZ0_dDFRjy59rhiDZ13Fg/featured?view_as=subscriber)  
[http://baldwinpark.granicus.com/ViewPublisher.php?view\\_id=10](http://baldwinpark.granicus.com/ViewPublisher.php?view_id=10)



|                   |                  |
|-------------------|------------------|
| Manuel Lozano     | - Mayor          |
| Paul C. Hernandez | - Mayor Pro Tem  |
| Alejandra Avila   | - Council Member |
| Jean M. Ayala     | - Council Member |
| Monica Garcia     | - Council Member |

PLEASE TURN OFF ALL ELECTRONIC DEVICES DURING THE MEETING.

#### **PUBLIC COMMENTS**

*The public is encouraged to address the City Council or any of its Agencies listed on this agenda on any matter posted on the agenda or on any other matter within its jurisdiction. In accordance with Chapter 39 of the Baldwin Park Municipal Code, Speakers must address the Council as a whole and refrain from making impertinent, slanderous, or profane remarks or disrupt the peace of the meeting.*

#### **COMENTARIOS DEL PÚBLICO**

*Se invita al público a dirigirse al Concilio o cualquier otra de sus Agencias nombradas en esta agenda, para hablar sobre cualquier asunto publicado en la agenda o cualquier tema que esté bajo su jurisdicción. De acuerdo con el capítulo 39 del Código Municipal de la Ciudad de Baldwin Park, los comentarios deben ser dirigidos al Concilio como una sola entidad, y no ser impertinentes, difamatorios, o profanos, o interrumpir la paz de la reunión.*

**CITY COUNCIL  
REGULAR VIRTUAL MEETING – 7:00 PM**

**CALL TO ORDER**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**Council Members: Alejandra Avila, Jean M. Ayala, Monica Garcia,  
Mayor Pro Tem Paul C. Hernandez and Mayor Manuel Lozano**

**REPORT FROM CLOSED SESSION**

**ANNOUNCEMENTS**

**PROCLAMATIONS, COMMENDATIONS & PRESENTATIONS**

- **Police Department Presentation of Body Cameras and Crime Statistics  
By Interim Chief of Police**

**PUBLIC COMMUNICATIONS**

*If you wish to comment, please email your name, City of residence, item number or topic and a phone number where you will be available between the hours of 7:00 PM to 8:00 PM on October 7, 2020 to [comments@baldwinpark.com](mailto:comments@baldwinpark.com). You will be contacted by a staff member and will be granted 3 (three) minutes to speak live during the meeting. In order to provide all with an equal opportunity to voice their concerns, staff needs time to compile and sort speaker cards received. As such, we respectfully request that you email your information between the posting of this agenda and 5:00 PM on October 7, 2020. If large numbers of persons wishing to speak are gathered (a reduction of the speaking time allotted for each speaker may be announced). A one hour limit may be placed on the time for public communications so that City business can be conducted, after which time, communications can resume.*

**CONSENT CALENDAR**

All items listed are considered to be routine business by the City Council and will be approved with one motion. There will be no separate discussion of these items unless a City Councilmember so requests, in which case, the item will be removed from the general order of business and considered in its normal sequence on the agenda.

**1. City of Baldwin Park's Warrants and Demands**

Staff recommends that the City Council ratify the attached Warrants and Demands Register.

**2. Ratify and Adopt Resolutions Approving the Memorandum of Understanding Between the City of Baldwin Park and the Baldwin Park City Employees Association (BPCEA); and the Baldwin Park Classified Confidential Employees Association (BPCCEA)**

Staff recommends that the City Council approve, ratify and adopt:

1. Resolution No. 2020-052 approving the MOU with the Baldwin Park City Employees Association (BPCEA); and
2. Resolution No. 2020-053 approving the MOU with the Baldwin Park Classified Confidential Employees Association (BPCCEA).



**3. Ratify and Adopt Resolutions Approving the Memorandum of Understanding Between the City of Baldwin Park and the Baldwin Park Police Association (BPPA); the Baldwin Park Police Management Employee Association (BPMEA); and Approve the Executive & Unclassified Benefits Matrix**

Staff recommends that the City Council approve, ratify and adopt:

1. Resolution No. 2020-047 approving the MOU with the Baldwin Park Police Association (BPPA); and
2. Resolution No. 2020-048 approving the MOU with the Baldwin Park Management Employees Association (BPMEA); and
3. Resolution No. 2020-049 approving the Executive & Unclassified Benefits Matrix, effective July 1, 2020 through June 30, 2021.

**4. Ratify and Adopt a Resolution to Update the City of Baldwin Park Job Classification Plan by Deleting two (2) Public Works Supervisor Positions and Adding a New Position of Public Works Maintenance Operations Manager and; Approve Updates to the City of Baldwin Park Comprehensive Pay Schedule in Accordance with Cal PERS Established Guidelines**

Staff recommends that the City Council:

1. Approve, Ratify and Adopt Resolution No. 2020-050 authorizing an amendment to the job classification plan by deleting two (2) Public Works Supervisors and adding a new position of Public Works Maintenance Operations Manager; and
2. Approve, Ratify and Adopt Resolution No. 2020-051 approving the Comprehensive Pay Schedule reflecting the salary range of the Public Works Maintenance Operations Manager; and
3. Authorize the Finance Director to complete the budget amendments and appropriations and make any necessary adjustments.

**5. City Jail Operations**

Staff recommends that the City Council approve the temporary closure the Baldwin Park City Jail and approve the attached Agreement between the Cities of Baldwin Park and El Monte for the booking and housing of Baldwin Park arrestees at the El Monte City Jail.

**6. Approving Allocation of CARES Act Housing Choice Voucher Program Administrative Funding in the amount of \$247,321**

Staff recommends that the Housing Authority:

1. Approve this allocation of CARES Act Funding in the amount of \$247,321 to fund the following activities:
  - Physical Improvements to office space including expansion, remodel, or space rental.
  - COVID-19 testing costs for Public Housing Authority (PHA) Staff and participating families.
  - Sourcing and purchasing personal protective equipment for PHA staff and for residents visiting the PHA offices or premises for program related reasons.
  - Necessary upgrades to information technology or computer systems to enhance telework capacities and overtime pay for PHA staff to carry out HCV Program responsibilities; and
2. Authorize the Director of Finance to amend the budget accordingly.

**7. Approve California Choice Energy Authority Entering into a Long-Term Resource Adequacy Agreement with Calpine Energy Services, L.P. on behalf of Baldwin Park Resident Owned Utility District (B-PROUD)**

Staff recommends that the Council approve California Choice Energy Authority entering into a long-term resource adequacy agreement with Calpine Energy Services, L/P/ on behalf of Baldwin Park Resident Owned Utility District.

**8. Second Reading of Ordinance No. 1454 Entitled: “An Ordinance of the City Council of the City of Baldwin Park, California, Authorizing the City of Baldwin Park to Enter into a Development Agreement with Freshmade LLC for the Cultivation and/or Manufacturing of Cannabis at the Real Property Located at 4517 Little John Street (APN 5835-032-039) within the City of Baldwin Park”**

Staff recommends that the City Council waive reading and adopt Ordinance No. 1454, entitled: “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK, CALIFORNIA, AUTHORIZING THE CITY OF BALDWIN PARK TO ENTER INTO A DEVELOPMENT AGREEMENT WITH FRESHMADE LLC FOR THE CULTIVATION AND/OR MANUFACTURING OF CANNABIS AT THE REAL PROPERTY LOCATED AT 4517 LITTLE JOHN STREET (APN 8535-032-039) WITHIN THE CITY OF BALDWIN PARK”.

**9. Second Reading of Ordinance No. 1455 Entitled: “An Ordinance of the City Council of the City of Baldwin Park, California, Authorizing the City of Baldwin Park to Enter into a Modified Development Agreement with VRD Inc. for the Cultivation and/or Manufacturing of Cannabis at the Real Property Located at 13110 Spring Street (APN 8535-023-025) and 15010 Arrow Highway (APN 2535-025-011) within the City of Baldwin Park”**

Staff recommends that the City Council waive reading and adopt Ordinance No. 1455, entitled: “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK, CALIFORNIA, AUTHORIZING THE CITY OF BALDWIN PARK TO ENTER INTO A MODIFIED DEVELOPMENT AGREEMENT WITH VRD INC. FOR THE CULTIVATION AND/OR MANUFACTURING OF CANNABIS AT THE REAL PROPERTY LOCATED AT 13110 SPRING STREET (APN 8535-023-025) AND 15010 ARROW HIGHWAY (APN 8535-023-011) WITHIN THE CITY OF BALDWIN PARK”.

## **REPORTS OF OFFICERS**

**10. Approve and Adopt Resolution No. 2020-046 Entitled, “A Resolution of the City Council of the City of Baldwin Park, California, Appointing Representatives and Alternates as Official Representatives of the City”; and Review and Appoint Members to the City for the San Gabriel Valley Water Association, Independent Cities Lease Finance Authority, and the Foothill Transit Zone**

Staff recommends that the City Council rescind Resolution 2020-037 and complete the review and appointment of delegate and alternate to the San Gabriel Valley Water Association, Independent Cities Lease Finance Authority, and the Foothill Transit Zone in Resolution No. 2020-046, entitled: “A Resolution of the City Council of the City of Baldwin Park, California, Appointing Representatives and Alternates as Official Representatives of the City”.

**CITY COUNCIL / CITY CLERK / CITY TREASURER / STAFF REQUESTS & COMMUNICATION**

None

**ADJOURNMENT**

**CERTIFICATION**

I, Lourdes Morales, Chief Deputy City Clerk of the City of Baldwin Park hereby certify that, under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting. Dated this 1<sup>st</sup> day of October, 2020.



Lourdes Morales,  
Chief Deputy City Clerk

For further information regarding agenda items, please contact the office of the City Clerk at (626) 960-4011 ext. 466 or via e-mail at [lmorales@baldwinpark.com](mailto:lmorales@baldwinpark.com).

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Public Works Department or Risk Management at (626) 960-4011. Notification 48 hours prior to the meeting will enable staff to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 34.102.104 ADA TITLE II)

# STAFF REPORT



**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Rose Tam, Director of Finance  
**DATE:** October 7, 2020  
**SUBJECT:** City of Baldwin Park's Warrants and Demands

---

## **SUMMARY**

Attached is the Warrants and Demands Register for the City of Baldwin Park to be ratified by the City Council.

## **RECOMMENDATION**

Staff recommends that the City Council ratify the attached Warrants and Demands Register.

## **FISCAL IMPACT**

The payroll for the last period was \$918,091.80 and the attached General Warrants Register was \$1,406,229.67 for a total amount of \$2,324,321.47.

## **BACKGROUND**

The attached Claims and Demands report format meets the required information as set out in the California Government Code. Staff has reviewed the requests for expenditures for the appropriate budgetary approval and for the authorization from the department head or its designee. Pursuant to Section 37208 of the California Government Code, the Chief Executive Officer or his/her designee does hereby certify to the accuracy of the demands hereinafter referred. Payments released since the previous City Council meeting and the following is a summary of the payment released:

1. The last payroll of the City of Baldwin Park consists of check numbers 200960 to 200973. Additionally, Automated Clearing House (ACH) Payroll deposits were made on behalf of City Employees from control number 23217 to 23648 for the period of August 23, 2020 through September 19, 2020, inclusive; these are presented and hereby ratified in the amount of \$918,091.80.
2. General Warrants, with the bank drafts in the amount of \$351,669.27 and checks from 230309 to 230504 in the amount of \$1,054,560.40 for the period of September 8, 2020 to September 24, 2020, inclusive; in the total amount of \$1,406,229.67 constituting of claims and demands against the City of Baldwin Park, are herewith presented to the City Council as required by law, and the same hereby ratified.

## **LEGAL REVIEW**

Not Applicable

## **ATTACHMENT**

1. Check Register



City of Baldwin Park, CA

Check Register

By (None)

Payment Dates 9/8/2020 - 9/24/2020

| Payment Number | Payment Date | Vendor Name                                              | Description (Item)                                 | Account Number         | Amount   |
|----------------|--------------|----------------------------------------------------------|----------------------------------------------------|------------------------|----------|
| 230309         | 09/08/2020   | FOOD 4 LESS                                              | FOOD ITEM S FOR THE CARES PROGRAM WEEK#6           | 270-60-630-53100-17051 | 1037.70  |
| 230310         | 09/08/2020   | U.S. POST MASTER                                         | POSTAGE FOR THE BPROUND MASS MAILER #2             | 200-40-405-53100-15756 | 4404.30  |
| 230311         | 09/08/2020   | WALMART 5522                                             | FOOD ITEM S FOR THE CARES PROGRAM WEEK#6           | 270-60-630-53100-17051 | 1306.09  |
| 230312         | 09/10/2020   | A-1 CONCRETE & CONSTRUCTION INC                          | COSTOM ELECTRIC WORK FOR LIGHTING FIXTURES         | 240-50-510-53101-00000 | 2495.00  |
| 230313         | 09/10/2020   | ARAMARK UNIFORM SERVICES                                 | UNIFORM SERVICES FOR BUILDING MAINTENANCE          | 100-60-620-53371-00000 | 24.36    |
| 230313         | 09/10/2020   | ARAMARK UNIFORM SERVICES                                 | UNIFORM SERVICES FOR BUILDING MAINTENANCE          | 100-60-620-53371-00000 | 24.36    |
| 230313         | 09/10/2020   | ARAMARK UNIFORM SERVICES                                 | UNIFORM SERVICES FOR BUILDING MAINTENANCE          | 100-60-620-53371-00000 | 12.18    |
| 230313         | 09/10/2020   | ARAMARK UNIFORM SERVICES                                 | UNIFORM SERVICES FOR BUILDING MAINTENANCE          | 252-60-620-53371-00000 | 12.18    |
| 230313         | 09/10/2020   | ARAMARK UNIFORM SERVICES                                 | UNIFORM SERVICES FOR BUILDING MAINTENANCE          | 252-60-620-53371-00000 | 24.36    |
| 230313         | 09/10/2020   | ARAMARK UNIFORM SERVICES                                 | UNIFORM SERVICES FOR BUILDING MAINTENANCE          | 252-60-620-53371-00000 | 24.36    |
| 230314         | 09/10/2020   | BALDWIN PARK BUSINESS ASSOCIATION                        | MEMBERSHIP RENEWAL FOR 2020-21                     | 100-10-110-53330-00000 | 50.00    |
| 230315         | 09/10/2020   | CALIFORNIA DISCOUNT GLASS                                | CLEAR LAMINATED SAFETY GLASS                       | 100-60-620-53371-00000 | 171.00   |
| 230315         | 09/10/2020   | CALIFORNIA DISCOUNT GLASS                                | CLEAR LAMINATED SAFETY GLASS                       | 252-60-620-53371-00000 | 171.00   |
| 230316         | 09/10/2020   | COIT SERVICES INC                                        | PAYMENT OF CARPET CLEANING IN THE ADMINISTRATION   | 252-60-620-53371-00000 | 200.00   |
| 230317         | 09/10/2020   | COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS         | LETTER OF NON-OBJECTION FOR CONCEPT REVIEW         | 270-50-520-58100-15104 | 3000.00  |
| 230318         | 09/10/2020   | COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS         | BIG BALTON WASH                                    | 270-50-520-58100-15104 | 2157.71  |
| 230319         | 09/10/2020   | CSAC EXCESS INSURANCE AUTHORITY                          | CSAC PREMIUM: CYBER LIABILITY PROGRAM              | 403-10-160-54150-11326 | 5131.00  |
| 230320         | 09/10/2020   | DEPT OF TOXIC SUBSTANCE CONTROL                          | EPA ID NUMBER VERIFICATION FEE                     | 246-50-540-51101-15705 | 232.50   |
| 230321         | 09/10/2020   | ENTERPRISE FM TRUST                                      | FLEET LEASING PROGRAM OF CITYWIDE VEHICLES         | 231-50-590-58140-15727 | 11792.70 |
| 230321         | 09/10/2020   | ENTERPRISE FM TRUST                                      | JULY 2020 MONTHLY LEASE CHARGES                    | 240-50-520-58140-15726 | 1015.42  |
| 230321         | 09/10/2020   | ENTERPRISE FM TRUST                                      | FLEET LEASING PROGRAM OF CITYWIDE VEHICLES         | 231-50-590-58140-15727 | 11792.70 |
| 230321         | 09/10/2020   | ENTERPRISE FM TRUST                                      | AUGUST 2020 MTHLY LEASE CHARGES                    | 240-50-520-58140-15726 | 1013.42  |
| 230322         | 09/10/2020   | FEDEX OFFICE                                             | SERVICES RENDERED                                  | 100-10-150-53100-11100 | 34.76    |
| 230323         | 09/10/2020   | FERNANDO JIMENEZ & ASSOCIATES, INC                       | INVESTIGATIONS                                     | 403-10-160-51100-00000 | 2716.00  |
| 230323         | 09/10/2020   | FERNANDO JIMENEZ & ASSOCIATES, INC                       | INVESTIGATIONS                                     | 403-10-160-51100-00000 | 450.00   |
| 230324         | 09/10/2020   | FRONTIER COMMUNICATIONS                                  | INTERNET SERVICE FOR FAMILY SERVICE CENTER         | 401-10-141-33403-11506 | 74.98    |
| 230325         | 09/10/2020   | GRAINGER, INC.                                           | MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE      | 100-60-620-53100-00000 | 66.16    |
| 230325         | 09/10/2020   | GRAINGER, INC.                                           | MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE      | 252-60-620-53100-00000 | 66.17    |
| 230326         | 09/10/2020   | GUADALUPE A VAZQUEZ                                      | REFUND OF FACILITY RESERVATION DEPOSIT             | 501-60-000-22333-00000 | 500.00   |
| 230327         | 09/10/2020   | HDL COREN & CONE                                         | 2019-20 CAFR STATISTICAL PACKAGE                   | 100-25-299-51100-00000 | 745.00   |
| 230328         | 09/10/2020   | HOME DEPOT                                               | MATERIAL AND SUPPLIES                              | 240-50-550-53100-15705 | 88.66    |
| 230328         | 09/10/2020   | HOME DEPOT                                               | MATERIAL AND SUPPLIES                              | 240-50-550-53100-15705 | 67.52    |
| 230328         | 09/10/2020   | HOME DEPOT                                               | MATERIAL AND SUPPLIES                              | 240-50-550-53100-15705 | 144.43   |
| 230328         | 09/10/2020   | HOME DEPOT                                               | MATERIAL AND SUPPLIES                              | 240-50-550-53100-15705 | 45.92    |
| 230329         | 09/10/2020   | HOME DEPOT                                               | MATERIAL AND SUPPLIES                              | 240-50-550-53100-15705 | 153.25   |
| 230329         | 09/10/2020   | HOME DEPOT                                               | SUPPLIES FOR E-WASTE EVENT                         | 100-60-610-53100-00000 | 59.29    |
| 230329         | 09/10/2020   | INTERSTATE BATTERIES                                     | BATTERIES FOR ALL CITY VEHICLE AND POLICE          | 402-50-590-53100-00000 | 169.87   |
| 230330         | 09/10/2020   | INTERSTATE BATTERIES                                     | BATTERIES FOR ALL CITY VEHICLE AND POLICE          | 402-50-591-53100-00000 | 169.88   |
| 230331         | 09/10/2020   | JEEP CHRYSLER OF ONTARIO, INC.                           | MATERIAL AND SUPPLIES                              | 402-50-591-53100-00000 | 1089.09  |
| 230331         | 09/10/2020   | JEEP CHRYSLER OF ONTARIO, INC.                           | MATERIAL AND SUPPLIES                              | 402-50-591-53100-00000 | 67.62    |
| 230332         | 09/10/2020   | MARIPOSA LANDSCAPES INC.                                 | BROKEN MAIN LINE                                   | 402-50-560-53371-15536 | 1206.49  |
| 230333         | 09/10/2020   | MIDWEST MOTOR SUPPLY                                     | MATERIAL AND SUPPLIES                              | 402-50-590-53100-00000 | 114.96   |
| 230333         | 09/10/2020   | MIDWEST MOTOR SUPPLY                                     | MATERIAL AND SUPPLIES                              | 402-50-590-53100-00000 | 9.89     |
| 230333         | 09/10/2020   | MIDWEST MOTOR SUPPLY                                     | MATERIAL AND SUPPLIES                              | 402-50-590-53100-00000 | 96.36    |
| 230334         | 09/10/2020   | MIRNA ESCOBEDO                                           | REIMBURSEMENT FOR PURCHASE OF FOOD ITEMS FOR CARES | 270-60-630-53100-17051 | 296.79   |
| 230335         | 09/10/2020   | NICHOLS LUMBER & HARDWARE                                | MATERIAL AND SUPPLIES                              | 245-50-550-53100-15622 | 10.49    |
| 230335         | 09/10/2020   | NICHOLS LUMBER & HARDWARE                                | MATERIAL AND SUPPLIES                              | 240-50-570-53100-15705 | 78.71    |
| 230335         | 09/10/2020   | NICHOLS LUMBER & HARDWARE                                | MATERIAL AND SUPPLIES                              | 245-50-550-53100-15622 | 53.82    |
| 230335         | 09/10/2020   | NICHOLS LUMBER & HARDWARE                                | MATERIAL AND SUPPLIES                              | 402-50-590-53100-00000 | 121.46   |
| 230335         | 09/10/2020   | NICHOLS LUMBER & HARDWARE                                | MATERIAL AND SUPPLIES                              | 402-50-590-53100-00000 | 3.70     |
| 230335         | 09/10/2020   | NICHOLS LUMBER & HARDWARE                                | MATERIAL AND SUPPLIES                              | 254-50-571-53100-15510 | 24.05    |
| 230335         | 09/10/2020   | NICHOLS LUMBER & HARDWARE                                | MATERIAL AND SUPPLIES                              | 245-50-550-53100-15622 | 161.08   |
| 230335         | 09/10/2020   | NICHOLS LUMBER & HARDWARE                                | MATERIAL AND SUPPLIES                              | 245-50-550-53100-15622 | 85.34    |
| 230335         | 09/10/2020   | NICHOLS LUMBER & HARDWARE                                | MATERIAL AND SUPPLIES                              | 402-50-590-53100-00000 | 37.71    |
| 230336         | 09/10/2020   | NICHOLS LUMBER & HARDWARE                                | MATERIAL AND SUPPLIES                              | 245-50-581-53100-15510 | 529.43   |
| 230337         | 09/10/2020   | PACIFIC VILLAS BALDWIN PARK CARE OF THE MANAGEMENT TRUST | REFUND OF FACILITY RENTAL FEES AT COMMUNITY CENTER | 100-60-000-45601-00000 | 112.50   |
| 230338         | 09/10/2020   | PREMIERE FUELING SERVICES INC                            | MONTHLY DESIGNATED OPERATOR INSPECTION JULY        | 402-50-590-53110-16140 | 200.00   |
| 230339         | 09/10/2020   | PRIME POWER EQUIPMENT                                    | REPAIRS TO LAWNMOWER AND SMALL EQUIPMENTS          | 251-50-571-53371-00000 | 39.46    |
| 230339         | 09/10/2020   | PRIME POWER EQUIPMENT                                    | REPAIRS TO LAWNMOWER AND SMALL EQUIPMENTS          | 251-50-571-53371-00000 | 65.35    |
| 230339         | 09/10/2020   | PRIME POWER EQUIPMENT                                    | REPAIRS TO LAWNMOWER AND SMALL EQUIPMENTS          | 251-50-571-53371-00000 | 81.84    |
| 230339         | 09/10/2020   | PRIME POWER EQUIPMENT                                    | REPAIRS TO LAWNMOWER AND SMALL EQUIPMENTS          | 251-50-571-53371-00000 | 99.45    |
| 230339         | 09/10/2020   | PRIME POWER EQUIPMENT                                    | MATERIAL AND SUPPLIES                              | 251-50-571-53100-00000 | 215.82   |
| 230340         | 09/10/2020   | RIGHT OF WAY INC                                         | EMERGENCY TRAFFIC CONTROL AT BALDWIN PARK BLVD.    | 240-50-550-53100-15705 | 1585.60  |
| 230341         | 09/10/2020   | ROYAL INDUSTRIAL ELECTRIC                                | MATERIALS & SUPPLIES                               | 100-60-620-53100-00000 | 94.67    |
| 230341         | 09/10/2020   | ROYAL INDUSTRIAL ELECTRIC                                | MATERIALS & SUPPLIES                               | 252-60-620-53100-00000 | 94.68    |
| 230342         | 09/10/2020   | SAN GABRIEL VALLEY CITY MANAGERS' ASSOCIATION            | ANNUAL MEMBERSHIP FOR S. YAUCHZEE FY 20/2021       | 100-10-110-53330-00000 | 55.00    |
| 230343         | 09/10/2020   | SMART & FINAL                                            | MATERIALS AND SUPPLIES                             | 100-60-680-53100-00000 | 43.48    |

| Payment Number | Payment Date | Vendor Name                    | Description (Item)                                 | Account Number         | Amount   |
|----------------|--------------|--------------------------------|----------------------------------------------------|------------------------|----------|
| 230343         | 09/10/2020   | SMART & FINAL                  | MATERIALS AND SUPPLIES                             | 100-60-680-53100-00000 | 14.75    |
| 230344         | 09/10/2020   | SPARKLETT'S                    | PAYMENT OF WATER AND COFFEE SUPPLIES               | 100-60-620-53100-00000 | 208.77   |
| 230345         | 09/10/2020   | STAPLES BUSINESS CREDIT        | SUPPLIES FOR THE PRIDE OF THE VALLEY 5K RUN        | 501-60-000-22328-16146 | 99.86    |
| 230346         | 09/10/2020   | TERMINIX INTERNATIONAL         | SUPPLIES FOR THE PRIDE OF THE VALLEY 5K RUN        | 501-60-000-22328-16146 | 41.87    |
| 230346         | 09/10/2020   | TERMINIX INTERNATIONAL         | EXTERMINATOR SERVICES AT CITY FACILITIES AND PARKS | 100-60-620-53371-00000 | 75.00    |
| 230346         | 09/10/2020   | TERMINIX INTERNATIONAL         | EXTERMINATOR SERVICES AT CITY FACILITIES AND PARKS | 100-60-620-53371-00000 | 45.00    |
| 230346         | 09/10/2020   | TERMINIX INTERNATIONAL         | EXTERMINATOR SERVICES AT CITY FACILITIES AND PARKS | 100-60-620-53371-00000 | 108.00   |
| 230346         | 09/10/2020   | TERMINIX INTERNATIONAL         | EXTERMINATOR SERVICES AT CITY FACILITIES AND PARKS | 100-60-620-53371-00000 | 50.00    |
| 230346         | 09/10/2020   | TERMINIX INTERNATIONAL         | EXTERMINATOR SERVICES AT CITY FACILITIES AND PARKS | 100-60-620-53371-00000 | 147.00   |
| 230346         | 09/10/2020   | TERMINIX INTERNATIONAL         | EXTERMINATOR SERVICES AT CITY FACILITIES AND PARKS | 100-60-620-53371-00000 | 46.50    |
| 230346         | 09/10/2020   | TERMINIX INTERNATIONAL         | EXTERMINATOR SERVICES AT CITY FACILITIES AND PARKS | 252-60-620-53371-00000 | 128.50   |
| 230346         | 09/10/2020   | TERMINIX INTERNATIONAL         | EXTERMINATOR SERVICES AT CITY FACILITIES AND PARKS | 252-60-620-53371-00000 | 62.00    |
| 230346         | 09/10/2020   | TERMINIX INTERNATIONAL         | EXTERMINATOR SERVICES AT CITY FACILITIES AND PARKS | 252-60-620-53371-00000 | 132.00   |
| 230346         | 09/10/2020   | TERMINIX INTERNATIONAL         | EXTERMINATOR SERVICES AT CITY FACILITIES AND PARKS | 252-60-620-53371-00000 | 90.00    |
| 230346         | 09/10/2020   | TERMINIX INTERNATIONAL         | EXTERMINATOR SERVICES AT CITY FACILITIES AND PARKS | 252-60-620-53371-00000 | 59.00    |
| 230346         | 09/10/2020   | TERMINIX INTERNATIONAL         | EXTERMINATOR SERVICES AT CITY FACILITIES AND PARKS | 100-60-620-53371-00000 | 38.50    |
| 230346         | 09/10/2020   | TERMINIX INTERNATIONAL         | EXTERMINATOR SERVICES AT CITY FACILITIES AND PARKS | 252-60-620-53371-00000 | 37.50    |
| 230347         | 09/10/2020   | T-MOBILE                       | MOBILE PHONE USAGE                                 | 100-40-450-53403-00000 | 179.12   |
| 230347         | 09/10/2020   | T-MOBILE                       | MOBILE PHONE USAGE                                 | 100-40-460-53403-00000 | 179.11   |
| 230348         | 09/10/2020   | TYLER TECHNOLOGIES INC         | SOFTWARE SUPPORT AND MAINTENANCE                   | 401-10-141-53379-11525 | 32665.26 |
| 230349         | 09/10/2020   | UNITED PUMPING SERVICE INC     | COMMERCIAL VEHICLE TRAVELING                       | 403-10-160-54100-00000 | 2364.40  |
| 230350         | 09/10/2020   | UNITED ROTARY BRUSH CORP       | BRUSH AND PARTS FOR THE STREET SWEEPER             | 402-50-590-53100-00000 | 139.65   |
| 230350         | 09/10/2020   | UNITED ROTARY BRUSH CORP       | BRUSH AND PARTS FOR THE STREET SWEEPER             | 402-50-590-53100-00000 | 418.94   |
| 230351         | 09/10/2020   | VERIZON WIRELESS               | CELL PHONE SERVICE FROM 6/22-7/21/2020             | 100-25-299-53370-17050 | 38.01    |
| 230351         | 09/10/2020   | VERIZON WIRELESS               | CELL PHONE SERVICE FROM 6/22-7/21/2020             | 100-60-610-53403-00000 | 130.23   |
| 230351         | 09/10/2020   | VERIZON WIRELESS               | CELL PHONE SERVICE FROM 6/22-7/21/2020             | 100-60-620-53403-00000 | 167.69   |
| 230351         | 09/10/2020   | VERIZON WIRELESS               | CELL PHONE SERVICE FROM 6/22-7/21/2020             | 100-60-630-53403-00000 | 36.82    |
| 230351         | 09/10/2020   | VERIZON WIRELESS               | CELL PHONE SERVICE FROM 6/22-7/21/2020             | 100-60-640-53403-00000 | 43.41    |
| 230351         | 09/10/2020   | VERIZON WIRELESS               | CELL PHONE SERVICE FROM 6/22-7/21/2020             | 100-60-650-53403-00000 | 86.82    |
| 230351         | 09/10/2020   | VERIZON WIRELESS               | CELL PHONE SERVICE FROM 6/22-7/21/2020             | 100-60-660-53403-00000 | 43.41    |
| 230351         | 09/10/2020   | VERIZON WIRELESS               | CELL PHONE SERVICE FROM 6/22-7/21/2020             | 100-60-670-53403-15100 | 21.70    |
| 230351         | 09/10/2020   | VERIZON WIRELESS               | CELL PHONE SERVICE FROM 6/22-7/21/2020             | 100-60-680-53403-00000 | 21.71    |
| 230352         | 09/10/2020   | WAXIE SANITARY SUPPLY          | PURCHASE OF MATERIALS AND SUPPLIES                 | 100-60-620-53100-00000 | \$3.46   |
| 230352         | 09/10/2020   | WAXIE SANITARY SUPPLY          | PURCHASE OF MATERIALS AND SUPPLIES                 | 252-60-620-53100-00000 | 83.47    |
| 230353         | 09/10/2020   | ACTION DESIGNZ LLC             | POLO SHIRTS FOR PUBLIC WORKS STAFF                 | 246-50-540-53100-15005 | 396.94   |
| 230354         | 09/10/2020   | AZUSA PLUMBING SUPPLY          | PLUMBING SUPPLIES FOR BLDG MAINTENANCE             | 100-60-620-53100-00000 | 91.42    |
| 230355         | 09/10/2020   | BLACK & WHITE EMERGENCY        | REMOVAL OF DUAL BATTERY SYS                        | 402-50-591-53371-00000 | 480.00   |
| 230355         | 09/10/2020   | CAR QUEST                      | PARTS AND SUPPLIES FOR VEHICLES                    | 402-50-590-53100-00000 | 173.25   |
| 230356         | 09/10/2020   | CAR QUEST                      | PARTS AND SUPPLIES FOR VEHICLES                    | 402-50-590-53100-00000 | 8.86     |
| 230356         | 09/10/2020   | CAR QUEST                      | PARTS AND SUPPLIES FOR VEHICLES                    | 402-50-590-53100-00000 | 13.75    |
| 230356         | 09/10/2020   | CAR QUEST                      | PARTS AND SUPPLIES FOR VEHICLES                    | 402-50-590-53100-00000 | -4.47    |
| 230356         | 09/10/2020   | CAR QUEST                      | MATERIALS & SUPPLIES                               | 402-50-591-53100-00000 | -4.47    |
| 230356         | 09/10/2020   | CAR QUEST                      | MATERIALS & SUPPLIES                               | 402-50-590-53100-00000 | -5.14    |
| 230356         | 09/10/2020   | CAR QUEST                      | MATERIALS & SUPPLIES                               | 402-50-591-53100-00000 | -5.14    |
| 230356         | 09/10/2020   | CAR QUEST                      | PARTS AND SUPPLIES FOR VEHICLES                    | 402-50-590-53100-00000 | 110.19   |
| 230356         | 09/10/2020   | CAR QUEST                      | MATERIALS & SUPPLIES                               | 402-50-590-53100-00000 | -12.08   |
| 230356         | 09/10/2020   | CAR QUEST                      | MATERIALS & SUPPLIES                               | 402-50-591-53100-00000 | -12.08   |
| 230356         | 09/10/2020   | CAR QUEST                      | PARTS AND SUPPLIES FOR VEHICLES                    | 402-50-590-53100-00000 | 53.37    |
| 230356         | 09/10/2020   | CAR QUEST                      | PARTS AND SUPPLIES FOR VEHICLES                    | 402-50-590-53100-00000 | 288.99   |
| 230356         | 09/10/2020   | CAR QUEST                      | PARTS AND SUPPLIES FOR VEHICLES                    | 402-50-590-53100-00000 | 113.27   |
| 230356         | 09/10/2020   | CAR QUEST                      | PARTS AND SUPPLIES FOR VEHICLES                    | 402-50-590-53100-00000 | 202.89   |
| 230356         | 09/10/2020   | CAR QUEST                      | PARTS AND SUPPLIES FOR VEHICLES                    | 402-50-590-53100-00000 | 161.36   |
| 230356         | 09/10/2020   | CAR QUEST                      | PARTS AND SUPPLIES FOR VEHICLES                    | 402-50-590-53100-00000 | 84.68    |
| 230356         | 09/10/2020   | CAR QUEST                      | PARTS AND SUPPLIES FOR VEHICLES                    | 402-50-590-53100-00000 | 15.22    |
| 230356         | 09/10/2020   | CAR QUEST                      | PARTS AND SUPPLIES FOR VEHICLES                    | 402-50-590-53100-00000 | 36.32    |
| 230356         | 09/10/2020   | CAR QUEST                      | PARTS AND SUPPLIES FOR VEHICLES                    | 402-50-591-53100-00000 | 63.24    |
| 230356         | 09/10/2020   | CAR QUEST                      | PARTS AND SUPPLIES FOR VEHICLES                    | 402-50-591-53100-00000 | 600.21   |
| 230356         | 09/10/2020   | CAR QUEST                      | PARTS AND SUPPLIES FOR VEHICLES                    | 402-50-591-53100-00000 | 28.24    |
| 230356         | 09/10/2020   | CAR QUEST                      | PARTS AND SUPPLIES FOR VEHICLES                    | 402-50-591-53100-00000 | 80.19    |
| 230356         | 09/10/2020   | CAR QUEST                      | PARTS AND SUPPLIES FOR VEHICLES                    | 402-50-591-53100-00000 | 377.86   |
| 230356         | 09/10/2020   | CAR QUEST                      | PARTS AND SUPPLIES FOR VEHICLES                    | 402-50-591-53100-00000 | 33.44    |
| 230356         | 09/10/2020   | COMMERCIAL DOOR OF ANAHEIM INC | REMOVE AND INSTALL GARAGE DOOR FOR                 | 100-60-620-53371-00000 | 3605.00  |
| 230359         | 09/10/2020   | CONTROLLED POWER COMPANY       | REPLACEMENT PARTS FOR INVERTER BACK-UP POWER       | 100-60-620-53100-00000 | 2287.20  |
| 230359         | 09/10/2020   | CONTROLLED POWER COMPANY       | REPLACEMENT PARTS FOR INVERTER BACK-UP POWER       | 252-60-620-53100-00000 | 2287.20  |
| 230360         | 09/10/2020   | DE LAGE LANDEN                 | LEASE PAYMENTS FOR SHARP MXM654N COPIER            | 401-10-141-53371-11504 | 135.30   |
| 230361         | 09/10/2020   | FRONTIER COMMUNICATIONS        | TELEPHONE USAGE LOCAL CALLS                        | 401-10-141-58140-11504 | 247.40   |
| 230362         | 09/10/2020   | GENERAL NETWORKS CORPORATION   | BARRACUDA WEB SECURITY GATEWAY APPLIANCE           | 401-10-141-53403-11506 | 1436.79  |
| 230363         | 09/10/2020   | GENTRY BROTHERS, INC.          | ATP CYCLE 3 PROJECT - MAINE AVE AND PACIFIC AVE    | 270-60-520-58100-15701 | 2305.00  |
| 230364         | 09/10/2020   | KNIGHT COMMUNICATIONS          | INFORMATION SERVICES SUPPORT FOR POLICE DEPT       | 100-30-310-51100-00000 | 8900.00  |
| 230364         | 09/10/2020   | KNIGHT COMMUNICATIONS          | INFORMATION SERVICES SUPPORT FOR POLICE DEPT       | 100-30-310-51100-00000 | 8900.00  |
| 230365         | 09/10/2020   | KNIGHT COMMUNICATIONS          | INFORMATION SERVICES SUPPORT FOR POLICE DEPT       | 100-30-310-51100-00000 | 8900.00  |
| 230365         | 09/10/2020   | SAN GABRIEL VALLEY WATER       | WATER COST CITY PARKS                              | 252-60-620-53402-00000 | 5816.44  |

| Payment Number | Payment Date | Vendor Name                                 | Description (Item)                              | Account Number         | Amount    |
|----------------|--------------|---------------------------------------------|-------------------------------------------------|------------------------|-----------|
| 230366         | 09/10/2020   | STANLEY CONVERGENT SECURITY SOLUTIONS       | MAINTENANCE OF CITY HALL SECURITY SOFTWARE      | 100-60-620-53371-00000 | 1579.13   |
| 230366         | 09/10/2020   | STANLEY CONVERGENT SECURITY SOLUTIONS       | MAINTENANCE OF CITY HALL SECURITY SOFTWARE      | 252-60-620-53371-00000 | 1579.14   |
| 230367         | 09/10/2020   | SWEDLOWS DISTRIBUTORS                       | PROVIDE PLEXIGLASS FOR PERSONAL PROTECTIVE      | 100-25-299-53370-17050 | 3493.05   |
| 230368         | 09/10/2020   | THE GAS COMPANY                             | GAS COST CITY BUILDINGS                         | 100-60-620-53400-00000 | 310.50    |
| 230369         | 09/10/2020   | THYSSENKRUPP ELEVATOR CORP                  | SERVICE FOR ARTS & REC CENTER ELEVATOR DOOR     | 100-60-620-53371-00000 | 1531.50   |
| 230370         | 09/10/2020   | TYLER TECHNOLOGIES INC                      | ADDITIONAL HOURS TO COMPLETE IMPLEMENTATION     | 235-40-440-58105-00000 | 13431.25  |
| 230371         | 09/10/2020   | WEST COAST ARBORISTS, INC                   | MUNICIPAL TREE TRIMS                            | 231-50-561-51100-00000 | 6346.48   |
| 230371         | 09/10/2020   | WEST COAST ARBORISTS, INC                   | MUNICIPAL TREE TRIMS                            | 231-50-561-51100-00000 | 2650.00   |
| 230371         | 09/10/2020   | WEST COAST ARBORISTS, INC                   | MUNICIPAL TREE TRIMS                            | 231-50-561-51100-00000 | 479.10    |
| 230371         | 09/10/2020   | WEST COAST ARBORISTS, INC                   | MUNICIPAL TREE TRIMS                            | 231-50-561-51100-00000 | 14688.10  |
| 230372         | 09/10/2020   | Y-TIRE SALES                                | VEHICLE TIRES                                   | 402-50-590-53100-00000 | 463.00    |
| 230372         | 09/10/2020   | Y-TIRE SALES                                | VEHICLE TIRES                                   | 402-50-590-53100-00000 | 1125.89   |
| 230372         | 09/10/2020   | Y-TIRE SALES                                | VEHICLE TIRES                                   | 402-50-590-53100-00000 | 118.45    |
| 230373         | 09/10/2020   | ANA VALDIVIA                                | DEDUCTION                                       | 100-00-000-21225-00000 | 346.15    |
| 230374         | 09/10/2020   | FRANCHISE TAX BOARD                         | DEDUCTION                                       | 100-00-000-21225-00000 | 391.88    |
| 230375         | 09/10/2020   | LYNDA C SALAS                               | DEDUCTION                                       | 100-00-000-21225-00000 | 450.00    |
| 230376         | 09/10/2020   | STATE DISBURSEMENT                          | DEDUCTION                                       | 100-00-000-21225-00000 | 131.53    |
| 230377         | 09/10/2020   | STATE DISBURSEMENT                          | DEDUCTION                                       | 100-00-000-21225-00000 | 309.69    |
| 230378         | 09/10/2020   | STATE DISBURSEMENT                          | DEDUCTION                                       | 100-00-000-21225-00000 | 374.76    |
| 230379         | 09/10/2020   | STATE DISBURSEMENT                          | DEDUCTION                                       | 100-00-000-21225-00000 | 92.30     |
| 230380         | 09/10/2020   | STATE DISBURSEMENT                          | DEDUCTION                                       | 100-00-000-21225-00000 | 617.08    |
| 230381         | 09/10/2020   | STATE DISBURSEMENT                          | DEDUCTION                                       | 100-00-000-21225-00000 | 1312.15   |
| 230382         | 09/10/2020   | STATE DISBURSEMENT                          | DEDUCTION                                       | 100-00-000-21225-00000 | 523.38    |
| 230383         | 09/10/2020   | STATE DISBURSEMENT                          | DEDUCTION                                       | 100-00-000-21225-00000 | 268.61    |
| 230384         | 09/10/2020   | STATE DISBURSEMENT                          | DEDUCTION                                       | 100-00-000-21225-00000 | 382.15    |
| 230385         | 09/10/2020   | STATE DISBURSEMENT                          | DEDUCTION                                       | 100-00-000-21225-00000 | 341.87    |
| 230388         | 09/15/2020   | FOOD 4 LESS                                 | PURCHASE FOOD FOR CARES PROGRAM                 | 100-00-000-21225-00000 | 2633.40   |
| 230389         | 09/15/2020   | TRIPLE B CORPORATION                        | PURCHASE FOOD 4THE CARES PROGRAM WEEK # 6       | 270-60-630-53100-17051 | 2665.00   |
| 230390         | 09/15/2020   | HOME DEPOT                                  | MATERIALS & SUPPLIES                            | 100-25-299-53370-17050 | 282.11    |
| 230390         | 09/15/2020   | HOME DEPOT                                  | MATERIALS & SUPPLIES                            | 252-60-620-53100-00000 | 78.11     |
| 230391         | 09/16/2020   | AAE INCORPORATED                            | CIVIL AND LANDSCAPE DESIGN SERVICES INCLUDING   | 270-50-520-58100-15104 | 36741.70  |
| 230391         | 09/16/2020   | AAE INCORPORATED                            | ADDITIONAL SERVICES FOR SAN GABRIEL RIVER       | 243-50-520-58100-15338 | 250.00    |
| 230391         | 09/16/2020   | AAE INCORPORATED                            | ATP CYCLE 3 MAINE AVE / PACIFIC AVE COMPLETE    | 251-50-520-58100-15701 | 7838.80   |
| 230391         | 09/16/2020   | AAE INCORPORATED                            | STOP & CROSSWALK WARRANT ANALYSIS AT FOSTER     | 245-50-520-58100-15625 | 1618.00   |
| 230392         | 09/16/2020   | ALLSTAR FIRE EQUIPMENT                      | COVID-19 EMERGENCY SUPPLIES                     | 100-25-299-53370-17050 | 8894.69   |
| 230393         | 09/16/2020   | CALIFORNIA POLICE CHIEFS                    | ANNUAL CPCA MEMBERSHIP DUES                     | 100-30-300-53330-00000 | 1621.00   |
| 230394         | 09/16/2020   | CITY OF WEST COVINA                         | FY20-21 E-SUBPOENA ANNUAL MAINTENANCE FEE       | 100-30-310-51100-00000 | 3160.00   |
| 230395         | 09/16/2020   | COM-NET IPA                                 | FY2021 ANNUAL MEMBERSHIP FEE                    | 206-30-340-51101-13020 | 35090.00  |
| 230396         | 09/16/2020   | DATA TICKET, INC.                           | ONLINE ACCESS TO CITATION PROCESSING CTR        | 100-40-460-51100-00000 | 50.00     |
| 230397         | 09/16/2020   | EXPERIAN                                    | CREDIT REPORT SERVICES FOR HOUSING APP          | 220-40-420-51101-14700 | 38.50     |
| 230397         | 09/16/2020   | EXPERIAN                                    | CREDIT REPORT SERVICES FOR HOUSING APP          | 901-40-410-51101-14310 | 38.50     |
| 230398         | 09/16/2020   | HOME DEPOT                                  | MATERIALS & SUPPLIES FOR BLDG MAINTENANCE       | 100-60-620-53100-00000 | 21.87     |
| 230398         | 09/16/2020   | HOME DEPOT                                  | MATERIALS & SUPPLIES FOR BLDG MAINTENANCE       | 100-60-620-53100-00000 | 2.17      |
| 230398         | 09/16/2020   | HOME DEPOT                                  | MATERIALS & SUPPLIES FOR BLDG MAINTENANCE       | 100-60-620-53100-00000 | 21.32     |
| 230398         | 09/16/2020   | HOME DEPOT                                  | MATERIALS & SUPPLIES FOR BLDG MAINTENANCE       | 100-60-620-53100-00000 | 218.87    |
| 230398         | 09/16/2020   | HOME DEPOT                                  | MATERIALS & SUPPLIES FOR BLDG MAINTENANCE       | 100-60-620-53100-00000 | 21.74     |
| 230398         | 09/16/2020   | HOME DEPOT                                  | MATERIALS & SUPPLIES FOR BLDG MAINTENANCE       | 100-60-620-53100-00000 | 6.54      |
| 230398         | 09/16/2020   | HOME DEPOT                                  | MATERIALS & SUPPLIES FOR BLDG MAINTENANCE       | 252-60-620-53100-00000 | 120.19    |
| 230398         | 09/16/2020   | HOME DEPOT                                  | MATERIALS & SUPPLIES FOR BLDG MAINTENANCE       | 100-60-620-53100-00000 | 7.63      |
| 230398         | 09/16/2020   | HOME DEPOT                                  | MATERIALS & SUPPLIES FOR BLDG MAINTENANCE       | 100-60-620-53100-00000 | 106.61    |
| 230398         | 09/16/2020   | HOME DEPOT                                  | MATERIALS & SUPPLIES FOR BLDG MAINTENANCE       | 100-60-620-53100-00000 | 45.92     |
| 230398         | 09/16/2020   | HOME DEPOT                                  | MATERIALS & SUPPLIES FOR BLDG MAINTENANCE       | 100-60-620-53100-00000 | 6.12      |
| 230398         | 09/16/2020   | HOME DEPOT                                  | MATERIALS & SUPPLIES FOR BLDG MAINTENANCE       | 252-60-620-53100-00000 | 62.92     |
| 230398         | 09/16/2020   | HOME DEPOT                                  | MATERIALS & SUPPLIES FOR BLDG MAINTENANCE       | 100-60-620-53100-00000 | 39.39     |
| 230398         | 09/16/2020   | HOME DEPOT                                  | MATERIALS & SUPPLIES FOR BLDG MAINTENANCE       | 100-60-620-53100-00000 | 17.42     |
| 230398         | 09/16/2020   | HOME DEPOT                                  | MATERIALS & SUPPLIES FOR BLDG MAINTENANCE       | 100-60-620-53100-00000 | 30.99     |
| 230398         | 09/16/2020   | HOME DEPOT                                  | MATERIALS & SUPPLIES FOR BLDG MAINTENANCE       | 100-60-620-53100-00000 | 38.25     |
| 230400         | 09/16/2020   | IRON MOUNTAIN                               | STORAGE FOR SEPT 2020                           | 901-40-410-51101-14310 | 773.54    |
| 230401         | 09/16/2020   | KAIZER RANGWALA                             | PREPARATION OF UPDATE TO DOWNTOWN TOD           | 235-40-440-51100-00000 | 1523.00   |
| 230402         | 09/16/2020   | KERR INDUSTRIES INC                         | FOR REPAIR BROKEN PULLEY & BELT IN LAUNDRY ROOM | 905-40-410-53100-14305 | 176.23    |
| 230403         | 09/16/2020   | LAW OFFICE OF BRENT BORCHERT                | SETTLEMENT PAYMENT FOR R.A                      | 100-10-131-51102-00000 | 2100.00   |
| 230404         | 09/16/2020   | MAXIMO DE MATTA                             | REPAIRS FENCE                                   | 252-60-620-53371-00000 | 2230.00   |
| 230405         | 09/16/2020   | SERVICE FIRST CONTRACTORS                   | PURCHASE CHEMICALS FOR AQUATIC CTR              | 100-60-620-53100-00000 | 237.96    |
| 230405         | 09/16/2020   | SERVICE FIRST CONTRACTORS                   | PURCHASE CHEMICALS FOR AQUATIC CTR              | 252-60-620-53100-00000 | 237.96    |
| 230406         | 09/16/2020   | SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY | COORDINATION AND DESIGN SERVICES FOR BIG        | 270-50-520-58100-15104 | 20000.00  |
| 230407         | 09/16/2020   | SOUTHLAND TRANSIT, INC.                     | TRANSIT SERVICES DIAL-A-RIDE                    | 245-50-580-51100-15520 | 12990.23  |
| 230407         | 09/16/2020   | SOUTHLAND TRANSIT, INC.                     | FARE BOX REVENUE                                | 244-50-000-42151-00000 | -138.00   |
| 230407         | 09/16/2020   | SOUTHLAND TRANSIT, INC.                     | TRANSIT SERVICES FIXED ROUTE                    | 244-50-580-51100-15525 | 110463.94 |
| 230407         | 09/16/2020   | SOUTHLAND TRANSIT, INC.                     | SHELTER MAINTENANCE                             | 244-50-000-42150-00000 | -2805.49  |
| 230407         | 09/16/2020   | SOUTHLAND TRANSIT, INC.                     | FARE BOX REVENUE                                | 244-50-000-42151-00000 | -2949.50  |
| 230407         | 09/16/2020   | SOUTHLAND TRANSIT, INC.                     | ADVERTISMENT                                    | 244-50-000-45602-00000 | -1946.06  |
| 230408         | 09/16/2020   | THE GAS COMPANY                             | SERVICES @ MCNEIL MANOR                         | 905-40-410-53400-14305 | 29.97     |
| 230409         | 09/16/2020   | TYLER TECHNOLOGIES INC                      | ADDITIONAL HOURS TO COMPLETE IMPLEMENTATION     | 235-40-440-58105-00000 | 6956.25   |
| 230410         | 09/16/2020   | VALLEY COUNTY WATER DIST                    | SERVICE @ 14317 MORGAN ST                       | 905-40-410-53402-14305 | 60.00     |

| Payment Number | Payment Date | Vendor Name                 | Description (Item)                      | Account Number         | Amount   |
|----------------|--------------|-----------------------------|-----------------------------------------|------------------------|----------|
| 230410         | 09/16/2020   | VALLEY COUNTY WATER DIST    | WATER COST SPRINKLERS                   | 251-50-560-53402-00000 | 9465.40  |
| 230411         | 09/16/2020   | VERIZON WIRELESS            | FOR MOBILE PHONE 6/22-7/21/2020         | 100-40-405-53403-00000 | 54.66    |
| 230411         | 09/16/2020   | VERIZON WIRELESS            | FOR MOBILE PHONE 6/22-7/21/2020         | 220-40-420-53403-14700 | 54.66    |
| 230411         | 09/16/2020   | VERIZON WIRELESS            | FOR MOBILE PHONE 6/22-7/21/2020         | 901-40-410-53403-14310 | 54.66    |
| 230411         | 09/16/2020   | VERIZON WIRELESS            | CELLULAR AND TABLET SERVICES            | 246-50-540-53403-15005 | 1025.31  |
| 230411         | 09/16/2020   | VERIZON WIRELESS            | CELLULAR AND TABLET SERVICES            | 402-50-590-53403-00000 | 80.34    |
| 230411         | 09/16/2020   | VERIZON WIRELESS            | MOBILE PHONE 7/22-08/21/2020            | 100-40-405-53403-00000 | 50.64    |
| 230411         | 09/16/2020   | VERIZON WIRELESS            | MOBILE PHONE 7/22-08/21/2020            | 220-40-420-53403-14700 | 50.64    |
| 230411         | 09/16/2020   | VERIZON WIRELESS            | MOBILE PHONE 7/22-08/21/2020            | 901-40-410-53403-14310 | 50.64    |
| 230412         | 09/16/2020   | SIEMENS INDUSTRY, INC.      | CITY TRAFFIC SIGNALS AND STREET LIGHTS  | 240-50-530-51100-00000 | 1862.00  |
| 230412         | 09/16/2020   | SIEMENS INDUSTRY, INC.      | CITY TRAFFIC SIGNALS AND STREET LIGHTS  | 240-50-530-51100-00000 | 4515.99  |
| 230412         | 09/16/2020   | SIEMENS INDUSTRY, INC.      | CITY TRAFFIC SIGNALS AND STREET LIGHTS  | 100-10-130-51102-11060 | 838.75   |
| 230413         | 09/16/2020   | TAFOYA LAW GROUP, APC       | CITY ATTORNEY BILLING FOR JUNE 2020     | 100-10-130-51102-11060 | 394.20   |
| 230413         | 09/16/2020   | TAFOYA LAW GROUP, APC       | CITY ATTORNEY BILLING FOR JUNE 2020     | 100-10-130-51102-11102 | 11103.30 |
| 230413         | 09/16/2020   | TAFOYA LAW GROUP, APC       | CITY ATTORNEY BILLING FOR JUNE 2020     | 100-10-130-51102-11103 | 1620.60  |
| 230413         | 09/16/2020   | TAFOYA LAW GROUP, APC       | CITY ATTORNEY BILLING FOR JUNE 2020     | 100-10-130-51102-11105 | 495.00   |
| 230413         | 09/16/2020   | TAFOYA LAW GROUP, APC       | CITY ATTORNEY BILLING FOR JUNE 2020     | 100-10-130-51102-11105 | 722.70   |
| 230413         | 09/16/2020   | TAFOYA LAW GROUP, APC       | CITY ATTORNEY BILLING FOR JUNE 2020     | 100-30-130-51102-13405 | 525.60   |
| 230413         | 09/16/2020   | TAFOYA LAW GROUP, APC       | CITY ATTORNEY BILLING FOR JUNE 2020     | 100-40-130-51102-14070 | 5277.90  |
| 230413         | 09/16/2020   | TAFOYA LAW GROUP, APC       | CITY ATTORNEY BILLING FOR JUNE 2020     | 100-40-130-51102-14200 | 9920.70  |
| 230413         | 09/16/2020   | TAFOYA LAW GROUP, APC       | CITY ATTORNEY BILLING FOR JUNE 2020     | 100-10-130-51102-11060 | 1445.40  |
| 230413         | 09/16/2020   | TAFOYA LAW GROUP, APC       | CITY ATTORNEY BILLING FOR FEB 2020      | 100-10-130-51102-11060 | 1182.50  |
| 230414         | 09/16/2020   | TAFOYA LAW GROUP, APC       | CITY ATTORNEY BILLING FOR FEB 2020      | 100-10-130-51102-11102 | 9548.40  |
| 230414         | 09/16/2020   | TAFOYA LAW GROUP, APC       | CITY ATTORNEY BILLING FOR FEB 2020      | 100-10-130-51102-11105 | 1029.30  |
| 230414         | 09/16/2020   | TAFOYA LAW GROUP, APC       | CITY ATTORNEY BILLING FOR FEB 2020      | 100-10-130-51102-11105 | 2847.00  |
| 230414         | 09/16/2020   | TAFOYA LAW GROUP, APC       | CITY ATTORNEY BILLING FOR FEB 2020      | 100-10-130-51102-11105 | 408.07   |
| 230414         | 09/16/2020   | TAFOYA LAW GROUP, APC       | CITY ATTORNEY BILLING FOR FEB 2020      | 100-10-130-51102-11105 | 109.50   |
| 230414         | 09/16/2020   | TAFOYA LAW GROUP, APC       | CITY ATTORNEY BILLING FOR FEB 2020      | 100-20-130-51102-12002 | 876.00   |
| 230414         | 09/16/2020   | TAFOYA LAW GROUP, APC       | CITY ATTORNEY BILLING FOR FEB 2020      | 100-30-130-51102-13405 | 2124.30  |
| 230414         | 09/16/2020   | TAFOYA LAW GROUP, APC       | CITY ATTORNEY BILLING FOR FEB 2020      | 100-40-130-51102-14070 | 412.50   |
| 230414         | 09/16/2020   | TAFOYA LAW GROUP, APC       | CITY ATTORNEY BILLING FOR FEB 2020      | 100-40-130-51102-14200 | 5562.60  |
| 230414         | 09/16/2020   | TAFOYA LAW GROUP, APC       | CITY ATTORNEY BILLING FOR FEB 2020      | 100-50-130-51102-15080 | 21.90    |
| 230414         | 09/16/2020   | TAFOYA LAW GROUP, APC       | CITY ATTORNEY BILLING FOR FEB 2020      | 100-60-130-51102-16175 | 1292.10  |
| 230414         | 09/16/2020   | TAFOYA LAW GROUP, APC       | CITY ATTORNEY BILLING FOR APR 2020      | 100-10-130-51102-11060 | 1401.60  |
| 230415         | 09/16/2020   | TAFOYA LAW GROUP, APC       | CITY ATTORNEY BILLING FOR APR 2020      | 100-10-130-51102-11102 | 13402.80 |
| 230415         | 09/16/2020   | TAFOYA LAW GROUP, APC       | CITY ATTORNEY BILLING FOR APR 2020      | 100-10-130-51102-11105 | 1075.10  |
| 230415         | 09/16/2020   | TAFOYA LAW GROUP, APC       | CITY ATTORNEY BILLING FOR APR 2020      | 100-10-130-51102-11105 | 24.80    |
| 230415         | 09/16/2020   | TAFOYA LAW GROUP, APC       | CITY ATTORNEY BILLING FOR APR 2020      | 100-10-130-51102-11105 | 137.50   |
| 230415         | 09/16/2020   | TAFOYA LAW GROUP, APC       | CITY ATTORNEY BILLING FOR APR 2020      | 100-10-130-51102-11105 | 2584.20  |
| 230415         | 09/16/2020   | TAFOYA LAW GROUP, APC       | CITY ATTORNEY BILLING FOR APR 2020      | 100-10-130-51102-11105 | 109.50   |
| 230415         | 09/16/2020   | TAFOYA LAW GROUP, APC       | CITY ATTORNEY BILLING FOR APR 2020      | 100-20-130-51102-12002 | 1752.00  |
| 230415         | 09/16/2020   | TAFOYA LAW GROUP, APC       | CITY ATTORNEY BILLING FOR APR 2020      | 100-30-130-51102-13405 | 1708.20  |
| 230415         | 09/16/2020   | TAFOYA LAW GROUP, APC       | CITY ATTORNEY BILLING FOR APR 2020      | 100-40-130-51102-14070 | 4226.70  |
| 230415         | 09/16/2020   | TAFOYA LAW GROUP, APC       | CITY ATTORNEY BILLING FOR APR 2020      | 100-40-130-51102-14200 | 1237.50  |
| 230415         | 09/16/2020   | TAFOYA LAW GROUP, APC       | CITY ATTORNEY BILLING FOR APR 2020      | 100-50-130-51102-15080 | 43.80    |
| 230415         | 09/16/2020   | TAFOYA LAW GROUP, APC       | CITY ATTORNEY BILLING FOR APR 2020      | 100-60-130-51102-16175 | 197.10   |
| 230415         | 09/16/2020   | TAFOYA LAW GROUP, APC       | CITY ATTORNEY BILLING FOR MARCH 2020    | 100-10-130-51102-11060 | 2563.30  |
| 230416         | 09/16/2020   | TAFOYA LAW GROUP, APC       | CITY ATTORNEY BILLING FOR MARCH 2020    | 100-10-130-51102-11102 | 10751.00 |
| 230416         | 09/16/2020   | TAFOYA LAW GROUP, APC       | CITY ATTORNEY BILLING FOR MARCH 2020    | 100-10-130-51102-11105 | 459.90   |
| 230416         | 09/16/2020   | TAFOYA LAW GROUP, APC       | CITY ATTORNEY BILLING FOR MARCH 2020    | 100-10-130-51102-11105 | 165.00   |
| 230416         | 09/16/2020   | TAFOYA LAW GROUP, APC       | CITY ATTORNEY BILLING FOR MARCH 2020    | 100-10-130-51102-11105 | 3109.80  |
| 230416         | 09/16/2020   | TAFOYA LAW GROUP, APC       | CITY ATTORNEY BILLING FOR MARCH 2020    | 100-20-130-51102-12002 | 219.00   |
| 230416         | 09/16/2020   | TAFOYA LAW GROUP, APC       | CITY ATTORNEY BILLING FOR MARCH 2020    | 100-30-130-51102-13405 | 1292.10  |
| 230416         | 09/16/2020   | TAFOYA LAW GROUP, APC       | CITY ATTORNEY BILLING FOR MARCH 2020    | 100-40-130-51102-14070 | 394.20   |
| 230416         | 09/16/2020   | TAFOYA LAW GROUP, APC       | CITY ATTORNEY BILLING FOR MARCH 2020    | 100-40-130-51102-14200 | 10402.50 |
| 230416         | 09/16/2020   | TAFOYA LAW GROUP, APC       | CITY ATTORNEY BILLING FOR MARCH 2020    | 100-60-130-51102-16175 | 109.50   |
| 230417         | 09/16/2020   | TAFOYA LAW GROUP, APC       | CITY ATTORNEY BILLING FOR MAY 2020      | 100-10-130-51102-11060 | 1113.75  |
| 230417         | 09/16/2020   | TAFOYA LAW GROUP, APC       | CITY ATTORNEY BILLING FOR MAY 2020      | 100-10-130-51102-11060 | 1554.90  |
| 230417         | 09/16/2020   | TAFOYA LAW GROUP, APC       | CITY ATTORNEY BILLING FOR MAY 2020      | 100-10-130-51102-11102 | 7752.60  |
| 230417         | 09/16/2020   | TAFOYA LAW GROUP, APC       | CITY ATTORNEY BILLING FOR MAY 2020      | 100-10-130-51102-11105 | 569.40   |
| 230417         | 09/16/2020   | TAFOYA LAW GROUP, APC       | CITY ATTORNEY BILLING FOR MAY 2020      | 100-10-130-51102-11105 | 1642.50  |
| 230417         | 09/16/2020   | TAFOYA LAW GROUP, APC       | CITY ATTORNEY BILLING FOR MAY 2020      | 100-20-130-51102-12002 | 65.70    |
| 230417         | 09/16/2020   | TAFOYA LAW GROUP, APC       | CITY ATTORNEY BILLING FOR MAY 2020      | 100-30-130-51102-13405 | 766.50   |
| 230417         | 09/16/2020   | TAFOYA LAW GROUP, APC       | CITY ATTORNEY BILLING FOR MAY 2020      | 100-40-130-51102-14070 | 8716.20  |
| 230417         | 09/16/2020   | TAFOYA LAW GROUP, APC       | CITY ATTORNEY BILLING FOR MAY 2020      | 100-40-130-51102-14200 | 5387.40  |
| 230417         | 09/16/2020   | TAFOYA LAW GROUP, APC       | CITY ATTORNEY BILLING FOR MAY 2020      | 100-50-130-51102-15080 | 657.00   |
| 230417         | 09/16/2020   | TAFOYA LAW GROUP, APC       | CITY ATTORNEY BILLING FOR MAY 2020      | 254-50-560-51101-00000 | 185.00   |
| 230418         | 09/16/2020   | AGRISERVE PEST CONTROL, INC | GOPHER CONTROL PERFORMED AT BARNES PARK | 240-50-551-53100-15705 | 225.11   |
| 230418         | 09/16/2020   | AGRISERVE PEST CONTROL, INC | UNIFORM FOR JULY 2020                   | 240-50-551-53100-15705 | 87.34    |
| 230419         | 09/16/2020   | ARAMARK UNIFORM SERVICES    | UNIFORM FOR JULY 2020                   | 240-50-551-53100-15705 | 225.11   |
| 230419         | 09/16/2020   | ARAMARK UNIFORM SERVICES    | UNIFORM FOR JULY 2020                   | 240-50-551-53100-15705 | 87.34    |
| 230419         | 09/16/2020   | ARAMARK UNIFORM SERVICES    | UNIFORM FOR JULY 2020                   | 240-50-551-53100-15705 | 222.25   |
| 230419         | 09/16/2020   | ARAMARK UNIFORM SERVICES    | UNIFORM FOR JULY 2020                   | 240-50-551-53100-15705 | 87.34    |
| 230419         | 09/16/2020   | ARAMARK UNIFORM SERVICES    | UNIFORM FOR JULY 2020                   | 240-50-551-53100-15705 | 228.19   |



| Payment Number | Payment Date | Vendor Name                     | Description (Item)                             | Account Number         | Amount   |
|----------------|--------------|---------------------------------|------------------------------------------------|------------------------|----------|
| 230419         | 09/16/2020   | ARAMARK UNIFORM SERVICES        | UNIFORM FOR JULY 2020                          | 240-50-551-53100-15705 | 87.34    |
| 230419         | 09/16/2020   | ARAMARK UNIFORM SERVICES        | UNIFORM FOR JULY 2020                          | 240-50-551-53100-15705 | 225.95   |
| 230419         | 09/16/2020   | ARAMARK UNIFORM SERVICES        | UNIFORM FOR JULY 2020                          | 240-50-551-53100-15705 | 87.34    |
| 230420         | 09/16/2020   | BALDWIN PARK HAND WASH          | CAR WASH FOR ALL CITY VEHICLES                 | 402-50-590-53370-00000 | 1078.17  |
| 230421         | 09/16/2020   | ECO CAR SPA                     | CAR WASH FOR POLICE VEHICLES                   | 402-50-591-51101-00000 | 46.97    |
| 230422         | 09/16/2020   | ED BUTTS FORD                   | MATERIAL AND SUPPLIES                          | 402-50-591-53100-00000 | 30.51    |
| 230423         | 09/16/2020   | GRAFFITI TRACKER INC.           | GRAFFITI TRACKING SOFTWARE SERVICES            | 240-50-520-58100-15733 | 15000.00 |
| 230424         | 09/16/2020   | HOME DEPOT                      | MATERIAL AND SUPPLIES                          | 402-50-590-53100-00000 | 10.92    |
| 230425         | 09/16/2020   | HOSE-MAN INC                    | HOSES, NOZZLES AND FITTINGS                    | 402-50-590-53100-00000 | 49.52    |
| 230426         | 09/16/2020   | INTERSTATE BATTERIES            | BATTERIES FOR ALL CITY VEHICLE AND POLICE      | 402-50-590-53100-00000 | 129.98   |
| 230426         | 09/16/2020   | INTERSTATE BATTERIES            | BATTERIES FOR ALL CITY VEHICLE AND POLICE      | 402-50-591-53100-00000 | 129.99   |
| 230427         | 09/16/2020   | JEEP CHRYSLER OF ONTARIO, INC.  | SERVICE REPAIRS ON POLICE VEHICLES             | 402-50-591-53371-00000 | 390.10   |
| 230428         | 09/16/2020   | JEEP CHRYSLER OF ONTARIO, INC.  | SERVICE REPAIRS ON POLICE VEHICLES             | 402-50-591-53371-00000 | 101.50   |
| 230429         | 09/16/2020   | MARCO INDUSTRIES, INC           | PARTS AND REPAIRS FOR STREET SWEEPERS          | 402-50-590-53371-00000 | 63.87    |
| 230430         | 09/16/2020   | MIRACLE RECREATION EQUIPMENT    | GRAFFITI REMOVAL CHEMICAL                      | 240-50-570-53100-14885 | 25.75    |
| 230431         | 09/16/2020   | NICHOLS LUMBER & HARDWARE       | PARTS FOR HE PLAYGROUND EQUIPMENT              | 252-60-620-53100-00000 | 706.86   |
| 230432         | 09/16/2020   | O'REILLY AUTO PARTS             | MATERIAL AND SUPPLIES                          | 254-50-571-53100-15510 | 13.13    |
| 230432         | 09/16/2020   | O'REILLY AUTO PARTS             | MATERIAL AND SUPPLIES                          | 402-50-590-53100-00000 | 24.05    |
| 230432         | 09/16/2020   | O'REILLY AUTO PARTS             | MATERIAL AND SUPPLIES                          | 402-50-590-53100-00000 | 24.08    |
| 230433         | 09/16/2020   | PACIFIC PRODUCTS & SERVICES INC | MATERIALS AND SUPPLIES FOR SIGN MAINTENANCE    | 402-50-590-53100-00000 | 7.10     |
| 230434         | 09/16/2020   | PREMIERE FUELING SERVICES INC   | MAINTENANCE AND REPAIRS FOR PUMPS AND          | 254-50-550-53100-15622 | 595.68   |
| 230435         | 09/16/2020   | PRIME POWER EQUIPMENT           | REPAIRS AND MAINTENANCE OF STREET              | 245-50-560-53371-15536 | 25.00    |
| 230435         | 09/16/2020   | PRIME POWER EQUIPMENT           | REPAIRS AND MAINTENANCE OF STREET              | 245-50-560-53371-15536 | 42.19    |
| 230436         | 09/16/2020   | PRIME POWER EQUIPMENT INC.      | MATERIAL AND SUPPLIES                          | 244-50-581-53100-15510 | 69.03    |
| 230436         | 09/16/2020   | PRIME POWER EQUIPMENT INC.      | REPAIRS TO LAWNMOWER AND SMALL EQUIPMENTS      | 251-50-571-53371-00000 | 572.62   |
| 230437         | 09/16/2020   | PRIME POWER EQUIPMENT INC.      | REPLACE BROKEN BELT                            | 245-50-560-53371-15537 | 75.50    |
| 230438         | 09/16/2020   | S.C. SIGNS AND SUPPLIES LLC     | 10 BALCK MASK AND 23 CARBPM FOETER             | 100-25-299-53370-17050 | 656.62   |
| 230438         | 09/16/2020   | SAN GABRIEL VALLEY WATER        | RENTAL OF BARRICADES                           | 240-50-550-53100-15705 | 650.00   |
| 230439         | 09/16/2020   | SAN GABRIEL VALLEY WATER        | WATER COST CITY PARKS                          | 252-60-620-53402-00000 | 3074.92  |
| 230440         | 09/16/2020   | SHI INTERNATIONAL CORP          | WATER COST CITY PARKS                          | 252-60-620-53402-00000 | 2865.91  |
| 230441         | 09/16/2020   | SUNBELT RENTALS                 | WATER COST CITY BUILDINGS                      | 100-60-620-53402-00000 | 542.14   |
| 230442         | 09/16/2020   | UNITED ROTARY BRUSH CORP        | LAPTOP COMPUTERS FOR ENGINEERING COVID         | 100-25-299-53370-17050 | 3630.67  |
| 230442         | 09/16/2020   | UNITED ROTARY BRUSH CORP        | GPS TRACKING W DATA WEB PORTAL AND             | 402-50-590-51101-00000 | 184.61   |
| 230443         | 09/16/2020   | VALLEY COUNTY WATER DIST        | GPS TRACKING W DATA WEB PORTAL AND             | 402-50-551-53391-15705 | 630.78   |
| 230443         | 09/16/2020   | VALLEY COUNTY WATER DIST        | WATER TRAILER 500 FALLOON WITH PUMP            | 240-50-590-53100-00000 | 167.05   |
| 230443         | 09/16/2020   | VALLEY COUNTY WATER DIST        | BRUSH AND PARTS FOR THE STREET SWEEPER         | 402-50-590-53100-00000 | 279.29   |
| 230444         | 09/16/2020   | WESSL COAST ARBORISTS, INC      | WATER COST TRANSIT CENTER                      | 254-60-620-53402-15882 | 279.27   |
| 230445         | 09/16/2020   | WEST COAST ARBORISTS, INC       | WATER COST TRANSIT CENTER                      | 100-60-620-53402-00000 | 498.06   |
| 230446         | 09/21/2020   | FOOD 4 LESS                     | WATER COST CITY BUILDINGS                      | 252-60-620-53402-00000 | 3198.09  |
| 230447         | 09/21/2020   | LIBERT CASSIDY WHITMORE         | LIQUID PROPANE FOR CITY TANKS                  | 240-50-551-53100-15705 | 6953.57  |
| 230447         | 09/21/2020   | LIBERT CASSIDY WHITMORE         | MUNICIPAL TREE TRIMS                           | 251-50-561-51100-00000 | 29205.25 |
| 230447         | 09/21/2020   | LIBERT CASSIDY WHITMORE         | PURCHASE OF FOOD ITEMS FOR CARES PROGRAM       | 270-60-630-53100-17051 | 3484.80  |
| 230447         | 09/21/2020   | LIBERT CASSIDY WHITMORE         | AUG GENERAL SERVICES                           | 100-10-131-51102-00000 | 265.00   |
| 230447         | 09/21/2020   | LIBERT CASSIDY WHITMORE         | AUG PD RELATED INVESTIGATION                   | 100-30-131-51102-13405 | 755.00   |
| 230447         | 09/21/2020   | LIBERT CASSIDY WHITMORE         | AUG PD RELATED INVESTIGATION                   | 100-30-131-51102-13405 | 25.00    |
| 230447         | 09/21/2020   | LIBERT CASSIDY WHITMORE         | AUG PD RELATED INVESTIGATION                   | 100-30-131-51102-13405 | 50.00    |
| 230447         | 09/21/2020   | LIBERT CASSIDY WHITMORE         | AUG PD RELATED INVESTIGATION                   | 100-30-131-51102-13405 | 275.00   |
| 230447         | 09/21/2020   | LIBERT CASSIDY WHITMORE         | AUG PD RELATED INVESTIGATION                   | 100-30-131-51102-13405 | 5267.00  |
| 230447         | 09/21/2020   | LIBERT CASSIDY WHITMORE         | AUG PD RELATED INVESTIGATION                   | 100-30-131-51102-13405 | 425.00   |
| 230447         | 09/21/2020   | LIBERT CASSIDY WHITMORE         | AUG PD RELATED INVESTIGATION                   | 100-30-131-51102-13405 | 75.00    |
| 230447         | 09/21/2020   | LIBERT CASSIDY WHITMORE         | AUG PD RELATED INVESTIGATION                   | 100-30-131-51102-13405 | 577.00   |
| 230447         | 09/21/2020   | LIBERT CASSIDY WHITMORE         | AUG PD RELATED INVESTIGATION                   | 100-30-131-51102-13405 | 668.00   |
| 230447         | 09/21/2020   | LIBERT CASSIDY WHITMORE         | AUG PD RELATED INVESTIGATION                   | 100-30-131-51102-13405 | 2942.25  |
| 230448         | 09/23/2020   | TRIPLE B CORPORATION            | PURCHASE OF FOOD/PRODUCE FOR THE CARES PROGRAM | 270-60-630-53100-17051 | 562.50   |
| 230449         | 09/23/2020   | ARCHITERRA INC                  | PLAN CHECK SERVICES 7/25-08/24/20              | 100-40-000-22350-14135 | 88.95    |
| 230450         | 09/23/2020   | BUSINESS CARD                   | GIFT FOR OUTGOING PRESIDENT FROM THE SGVOMA    | 100-10-110-53350-00000 | 58.95    |
| 230450         | 09/23/2020   | BUSINESS CARD                   | LEAGUE OF CA CITIES 2020 ANNUAL CONFERENCE     | 100-10-110-53350-00000 | 80.00    |
| 230450         | 09/23/2020   | BUSINESS CARD                   | MEETING & PONFERENCES                          | 100-10-110-53350-00000 | -161.59  |
| 230450         | 09/23/2020   | BUSINESS CARD                   | REGISTRATION FOR 2020 ECONOMIC FORECAST UPDATE | 100-10-110-53350-00000 | 1.00     |
| 230450         | 09/23/2020   | BUSINESS CARD                   | MICROSOFT RENEWAL FOR THE 365 SUBSCRIPTION     | 240-50-510-53100-00000 | 900.00   |
| 230450         | 09/23/2020   | BUSINESS CARD                   | TRAINING FOR M.ALCARAZ                         | 501-30-000-22410-00000 | 49.00    |
| 230451         | 09/23/2020   | BUSINESS CARD                   | TRAINING FOR W.AGREGADO                        | 100-30-000-22410-00000 | 49.00    |
| 230451         | 09/23/2020   | BUSINESS CARD                   | WEBINAR 100 MONTHLY                            | 100-25-299-53370-17050 | 40.00    |
| 230451         | 09/23/2020   | BUSINESS CARD                   | APPOINTMENT SOFTWARE                           | 100-25-299-53370-17050 | 35.70    |
| 230451         | 09/23/2020   | BUSINESS CARD                   | PARTIAL MONTH MFA SERVICE                      | 100-25-299-53370-17050 | 9.30     |
| 230451         | 09/23/2020   | BUSINESS CARD                   | MFA MONTHLY SERVICE                            | 100-25-299-53370-17050 | 180.00   |
| 230451         | 09/23/2020   | BUSINESS CARD                   | ICLOUD STORAGE                                 | 401-10-140-51101-00000 | 0.99     |
| 230451         | 09/23/2020   | BUSINESS CARD                   | SOUTHERN CHAPTER FULL MEMBER                   | 401-10-140-51101-00000 | 130.00   |
| 230451         | 09/23/2020   | BUSINESS CARD                   | HP FUSER                                       | 401-10-140-51101-00000 | 159.99   |
| 230451         | 09/23/2020   | BUSINESS CARD                   | CROSS CONNECT WIRE                             | 401-10-140-51101-00000 | 43.50    |
| 230452         | 09/23/2020   | BUSINESS CARD                   | INK CARTRIDGE FOR LD CARD PRINTER              | 100-30-310-53100-00000 | 44.41    |

| Payment Number | Payment Date | Vendor Name                                      | Description (Item)                                 | Account Number         | Amount  |
|----------------|--------------|--------------------------------------------------|----------------------------------------------------|------------------------|---------|
| 230452         | 09/23/2020   | BUSINESS CARD                                    | RECORDERS, DVD-R CDS & CD SLEEVES FOR DEPT USE     | 100-30-310-53100-00000 | 229.40  |
| 230452         | 09/23/2020   | BUSINESS CARD                                    | INK CARTRIDGE FOR 1D CARD PRINTER                  | 100-30-310-53100-00000 | 44.90   |
| 230452         | 09/23/2020   | BUSINESS CARD                                    | HARD DRIVES FOR DEPT COMPUTERS                     | 100-30-310-53371-00000 | 591.21  |
| 230452         | 09/23/2020   | BUSINESS CARD                                    | TRNG REGISTRATION 4 S. HOLGUIN                     | 271-30-350-53200-17233 | 468.55  |
| 230452         | 09/23/2020   | BUSINESS CARD                                    | TRNG REGISTRATION 4 A. VELEBI & G COLEY            | 501-30-000-22410-00000 | 1100.00 |
| 230453         | 09/23/2020   | CANON FINANCIAL SERVICES                         | LEASE PAYMENTS FOR 2 CANON IR6555 COPIERS          | 401-10-141-58140-11504 | 404.05  |
| 230454         | 09/23/2020   | CITIES DIGITAL INC                               | FY2021 LASERFICHE ANNUAL SUPPORT                   | 401-10-140-51101-00000 | 5253.00 |
| 230454         | 09/23/2020   | DAVID VELA                                       | JULY PIO SERVICE                                   | 230-10-110-51100-11402 | 3250.00 |
| 230455         | 09/23/2020   | GOGOV INC                                        | GOREQUEST CRM SOFTWARE LICENSE RENEWAL             | 401-10-140-51101-00000 | 6520.00 |
| 230457         | 09/23/2020   | IRINEO JAUREGUI                                  | REFUND C&D 15431 SANDSTONE ST                      | 246-00-000-22540-00000 | 7320.00 |
| 230458         | 09/23/2020   | JCS PLUMBING & BACKFLOW SVC                      | PLUMBING REPAIRS                                   | 252-60-620-53371-00000 | 75.00   |
| 230458         | 09/23/2020   | JCS PLUMBING & BACKFLOW SVC                      | PLUMBING REPAIRS                                   | 100-60-620-53371-00000 | 352.55  |
| 230459         | 09/23/2020   | LEONOR LETICIA TURCIOS                           | REFUND C&D 13138 JUDITH ST. B                      | 246-00-000-22540-00000 | 887.87  |
| 230460         | 09/23/2020   | LEONOR V. GARCIA                                 | REFUND C&D 3284 PATRICIA AVE UNIT B                | 246-00-000-22540-00000 | 300.00  |
| 230461         | 09/23/2020   | LOS ANGELES COUNTY AUDITOR CONTROLLER            | LAFCO FOR FY 202021                                | 100-25-299-51101-00000 | 1775.52 |
| 230462         | 09/23/2020   | MOBILE MODULAR MANAGEMENT CORP                   | STORAGE RENTAL 08/24-09/22/20                      | 100-60-620-53371-00000 | 303.76  |
| 230463         | 09/23/2020   | MONT'S ELECTRIC, INC.                            | SERVICE FOR REMOVAL OF LIGHTS AND UNDERGROUND      | 252-60-620-53371-00000 | 940.00  |
| 230464         | 09/23/2020   | PROFESSIONAL BUILDERS & REMODELING               | REFUND C&D 3729 ARDILLA ST                         | 246-00-000-22540-00000 | 300.00  |
| 230465         | 09/23/2020   | RICHARD D. JONES, A PROFESSIONAL LAW CORPORATION | JULY LEGAL SERV RELATE TO BP MUNICIPAL CODE VIOLAT | 100-40-131-51102-00000 | 2080.00 |
| 230466         | 09/23/2020   | RIVERSIDE CO. SHERIFFS DEPT                      | LEASE FOR 2 RICOH COLOR COPIERS IN POLICE          | 401-10-141-58140-11504 | 417.93  |
| 230467         | 09/23/2020   | RIVERSIDE CO. SHERIFFS DEPT                      | TRNG FOR ELIZABETH PEREDA                          | 501-30-000-22410-00000 | 24.50   |
| 230467         | 09/23/2020   | RIVERSIDE CO. SHERIFFS DEPT                      | TRNG FOR VANESSA LEON                              | 501-30-000-22410-00000 | 24.50   |
| 230467         | 09/23/2020   | ROGER LI                                         | TRAINING FOR ROSE CARR                             | 501-30-000-22410-00000 | 24.50   |
| 230468         | 09/23/2020   | ROYAL INDUSTRIAL ELECTRIC                        | TRNG FOR E. PEREDA DISPATCHER ROLE                 | 246-00-000-22540-00000 | 547.86  |
| 230469         | 09/23/2020   | ROYAL INDUSTRIAL ELECTRIC                        | REFUND C&D 13509 PALM AVE                          | 100-60-620-53100-00000 | 601.57  |
| 230470         | 09/23/2020   | SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS        | MATERIALS & SUPPLIES FOR BLDG MAINTENANCE          | 252-60-620-53100-00000 | 601.56  |
| 230471         | 09/23/2020   | SCHINDLER ELEVATOR CORPORATION                   | PARTICIPATION IN THE SGV REGIONAL VEHICLE MILES    | 235-50-510-51101-15010 | 2500.00 |
| 230472         | 09/23/2020   | SHI INTERNATIONAL CORP                           | MAINTENANCE OF ELEVATORS AT CITY HALL              | 246-60-620-53371-15882 | 4895.34 |
| 230473         | 09/23/2020   | TPX COMMUNICATIONS CO                            | APC REPLACEMENT BATTERY                            | 401-10-140-53390-00000 | 350.15  |
| 230474         | 09/23/2020   | WALMART 3522                                     | LOCAL LONG DISTANCE TELEPHONE AND DATA             | 401-10-141-53403-11506 | 6888.15 |
| 230475         | 09/23/2020   | ADMIN SURE INC.                                  | ICE CREAM SOCIAL FOR SEPT 29/2020                  | 501-60-000-22327-00000 | 159.52  |
| 230475         | 09/23/2020   | CHRISTOPHER HOFFORD                              | GENERAL & AUTO LIABILITY CLAIMS ADMIN/WORKER'S     | 403-10-160-54100-00000 | 7744.00 |
| 230476         | 09/23/2020   | DEPARTMENT OF JUSTICE                            | EDUCATION REIMBURSEMENT FOR FY20-21                | 100-30-310-53210-00000 | 1012.37 |
| 230477         | 09/23/2020   | IRWINDALE INDUSTRIAL CLINIC                      | NEW EMPLOYEE PHYSICAL EXAMS                        | 100-10-150-51100-00000 | 15.00   |
| 230478         | 09/23/2020   | JOHN M BERINGER JR                               | GENERAL LIABILITY                                  | 100-10-150-51100-00000 | 520.00  |
| 230479         | 09/23/2020   | JOHN M BERINGER JR                               | BOOT ALLOWANCE FOR SIEU EMPLOYEES                  | 403-10-160-54100-00000 | 1681.50 |
| 230480         | 09/23/2020   | L & M FOOTWEAR, INC.                             | BOOT ALLOWANCE FOR SIEU EMPLOYEES                  | 240-50-551-53100-00000 | 200.22  |
| 230480         | 09/23/2020   | L & M FOOTWEAR, INC.                             | BOOT ALLOWANCE FOR SIEU EMPLOYEES                  | 240-50-551-53100-00000 | 394.27  |
| 230480         | 09/23/2020   | L & M FOOTWEAR, INC.                             | BOOT ALLOWANCE FOR SIEU EMPLOYEES                  | 240-50-551-53100-00000 | 300.90  |
| 230480         | 09/23/2020   | L & M FOOTWEAR, INC.                             | MASS MUTUAL 457 CHARGES                            | 240-50-551-53100-00000 | 299.78  |
| 230481         | 09/23/2020   | MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY      | MASS MUTUAL 457 CHARGES                            | 100-10-150-51101-00000 | 3425.88 |
| 230481         | 09/23/2020   | MICHAEL ROBERT LOZEAU                            | HOMELSS LIASON OFFICER COURSE                      | 100-10-150-51101-00000 | 4108.07 |
| 230482         | 09/23/2020   | OFFICE DEPOT INC                                 | MATERIALS AND SUPPLIES                             | 501-30-000-22410-00000 | 80.00   |
| 230483         | 09/23/2020   | OFFICE DEPOT INC                                 | MATERIALS AND SUPPLIES                             | 401-10-141-53100-11504 | 164.23  |
| 230484         | 09/23/2020   | RAPID 7 LLC                                      | NEXPOSE EXPRESS PERPETUAL LICENSE RENEWAL          | 401-10-140-51101-00000 | 36.43   |
| 230485         | 09/23/2020   | RICOH USA INC                                    | MAINTENANCE PORTION FOR 8 RICOH COPIERS            | 401-10-141-53371-11502 | 102.29  |
| 230485         | 09/23/2020   | RICOH USA INC                                    | MAINTENANCE PORTION FOR 8 RICOH COPIERS            | 401-10-141-53371-11504 | 1204.62 |
| 230486         | 09/23/2020   | ROGELIO RUIZ                                     | MAKE COVER FOR ESCAVATOR GREY SUBRELLA             | 240-50-551-53100-15705 | 308.71  |
| 230487         | 09/23/2020   | SECTRAN SECURITY INC.                            | SERVICE FOR SEPTEMBER 2020                         | 100-25-299-53370-12404 | 306.32  |
| 230487         | 09/23/2020   | SERGIO GARCIA                                    | EDUCATION REIMBURSEMENT FOR FY20-21                | 100-30-310-53210-00000 | 2000.00 |
| 230488         | 09/23/2020   | SHI INTERNATIONAL CORP                           | SMARTNET RENEWAL                                   | 401-10-140-51101-00000 | 1653.62 |
| 230489         | 09/23/2020   | THE SHREDDERS                                    | DOCUMENT DESTRUCTION                               | 100-20-210-51101-00000 | 45.50   |
| 230490         | 09/23/2020   | DAVID VELA                                       | PIO SERVICES FOR MAY 31/2020                       | 100-25-299-51100-17050 | 2962.50 |
| 230491         | 09/23/2020   | DAVID VELA                                       | PIO SERVICES FOR MAY 31/2020                       | 230-10-110-51100-11402 | 885.00  |
| 230491         | 09/23/2020   | DAVID VELA                                       | PIO SERVICES FOR 6/01-06/30/2020                   | 100-00-000-21225-00000 | 900.00  |
| 230491         | 09/23/2020   | DAVID VELA                                       | DEDUCTION                                          | 100-00-000-21225-00000 | 346.15  |
| 230492         | 09/24/2020   | ANA VALDIVIA                                     | DEDUCTION                                          | 100-00-000-21225-00000 | 107.59  |
| 230493         | 09/24/2020   | FRANCHISE TAX BOARD                              | DEDUCTION                                          | 100-00-000-21225-00000 | 450.00  |
| 230494         | 09/24/2020   | LYNDA C SALAS                                    | DEDUCTION                                          | 100-00-000-21225-00000 | 309.69  |
| 230495         | 09/24/2020   | STATE DISBURSEMENT                               | DEDUCTION                                          | 100-00-000-21225-00000 | 290.82  |
| 230496         | 09/24/2020   | STATE DISBURSEMENT                               | DEDUCTION                                          | 100-00-000-21225-00000 | 617.08  |
| 230497         | 09/24/2020   | STATE DISBURSEMENT                               | DEDUCTION                                          | 100-00-000-21225-00000 | 1312.15 |
| 230498         | 09/24/2020   | STATE DISBURSEMENT                               | DEDUCTION                                          | 100-00-000-21225-00000 | 268.61  |
| 230499         | 09/24/2020   | STATE DISBURSEMENT                               | DEDUCTION                                          | 100-00-000-21225-00000 | 131.55  |
| 230500         | 09/24/2020   | STATE DISBURSEMENT                               | DEDUCTION                                          | 100-00-000-21225-00000 | 92.50   |
| 230501         | 09/24/2020   | STATE DISBURSEMENT                               | DEDUCTION                                          | 100-00-000-21225-00000 | 582.15  |
| 230502         | 09/24/2020   | STATE DISBURSEMENT                               | DEDUCTION                                          | 100-00-000-21225-00000 | 523.38  |
| 230503         | 09/24/2020   | STATE DISBURSEMENT                               | DEDUCTION                                          | 100-00-000-21225-00000 | 374.76  |
| 230504         | 09/24/2020   | STATE DISBURSEMENT                               | DEDUCTION                                          | 100-00-000-21225-00000 |         |

| Payment Number | Payment Date | Vendor Name                         | Description (Item)                        | Account Number         | Amount   |
|----------------|--------------|-------------------------------------|-------------------------------------------|------------------------|----------|
| DFT0004188     | 09/09/2020   | CALIFORNIA PUBLIC EMPLOYEES'        | PERS SELECT HEALTH INSURANCE              | 100-00-000-21210-00000 | 435.74   |
| DFT0004188     | 09/09/2020   | CALIFORNIA PUBLIC EMPLOYEES'        | BLUESHIELD HEALTH INSURANCE               | 100-00-000-21210-00000 | 9564.64  |
| DFT0004188     | 09/09/2020   | CALIFORNIA PUBLIC EMPLOYEES'        | ANTHEM SELECT HEALTH INSURANCE            | 100-00-000-21210-00000 | 1445.78  |
| DFT0004188     | 09/09/2020   | CALIFORNIA PUBLIC EMPLOYEES'        | ANTHEM TRADITIONAL HEALTH INSURANCE       | 100-00-000-21210-00000 | 451.52   |
| DFT0004188     | 09/09/2020   | CALIFORNIA PUBLIC EMPLOYEES'        | KAISER HEALTH INSURANCE                   | 100-00-000-21210-00000 | 32322.00 |
| DFT0004188     | 09/09/2020   | CALIFORNIA PUBLIC EMPLOYEES'        | HEALTH NET SALUD Y MAS HEALTH INSURANCE   | 100-00-000-21210-00000 | 1176.96  |
| DFT0004188     | 09/09/2020   | CALIFORNIA PUBLIC EMPLOYEES'        | HEALTH NET SMART CARE HEALTH INSURANCE    | 100-00-000-21210-00000 | 1539.79  |
| DFT0004188     | 09/09/2020   | CALIFORNIA PUBLIC EMPLOYEES'        | BLUESHIELD TRIO                           | 100-00-000-21210-00000 | 312.47   |
| DFT0004188     | 09/09/2020   | CALIFORNIA PUBLIC EMPLOYEES'        | PERS CHOICE HEALTH INSURANCE              | 100-00-000-21210-00000 | 1988.82  |
| DFT0004188     | 09/09/2020   | CALIFORNIA PUBLIC EMPLOYEES'        | PORAC - POLICE ONLY HEALTH INSURANCE      | 100-00-000-21210-00000 | 349.50   |
| DFT0004188     | 09/09/2020   | CALIFORNIA PUBLIC EMPLOYEES'        | UNITED HEALTH CARE HEALTH INSURANCE       | 100-00-000-21210-00000 | 937.12   |
| DFT0004188     | 09/09/2020   | CALIFORNIA PUBLIC EMPLOYEES'        | PERS SELECT HEALTH INSURANCE              | 100-00-000-21210-00000 | 1786.53  |
| DFT0004188     | 09/09/2020   | CALIFORNIA PUBLIC EMPLOYEES'        | BLUESHIELD HEALTH INSURANCE               | 100-00-000-21210-00000 | 1006.59  |
| DFT0004188     | 09/09/2020   | CALIFORNIA PUBLIC EMPLOYEES'        | KAISER HEALTH INSURANCE                   | 100-00-000-21210-00000 | 9230.77  |
| DFT0004188     | 09/09/2020   | CALIFORNIA PUBLIC EMPLOYEES'        | HEALTH NET SALUD Y MAS HEALTH INSURANCE   | 100-00-000-21210-00000 | 1020.02  |
| DFT0004188     | 09/09/2020   | CALIFORNIA PUBLIC EMPLOYEES'        | HEALTH NET SMART CARE HEALTH INSURANCE    | 100-00-000-21210-00000 | 600.00   |
| DFT0004188     | 09/09/2020   | CALIFORNIA PUBLIC EMPLOYEES'        | ANTHEM SELECT                             | 100-00-000-21210-00000 | 600.00   |
| DFT0004188     | 09/09/2020   | CALIFORNIA PUBLIC EMPLOYEES'        | UNITED HEALTHCARE HEALTH INSURANCE        | 100-00-000-21210-00000 | 600.00   |
| DFT0004188     | 09/09/2020   | CALIFORNIA PUBLIC EMPLOYEES'        | BLUESHIELD HEALTH INSURANCE               | 100-00-000-21210-00000 | 9564.64  |
| DFT0004188     | 09/09/2020   | CALIFORNIA PUBLIC EMPLOYEES'        | ANTHEM SELECT HEALTH INSURANCE            | 100-00-000-21210-00000 | 1755.75  |
| DFT0004188     | 09/09/2020   | CALIFORNIA PUBLIC EMPLOYEES'        | ANTHEM TRADITIONAL HEALTH INSURANCE       | 100-00-000-21210-00000 | 451.32   |
| DFT0004188     | 09/09/2020   | CALIFORNIA PUBLIC EMPLOYEES'        | KAISER HEALTH INSURANCE                   | 100-00-000-21210-00000 | 30164.92 |
| DFT0004188     | 09/09/2020   | CALIFORNIA PUBLIC EMPLOYEES'        | HEALTH NET SALUD Y MAS HEALTH INSURANCE   | 100-00-000-21210-00000 | 1176.96  |
| DFT0004188     | 09/09/2020   | CALIFORNIA PUBLIC EMPLOYEES'        | HEALTH NET SMART CARE HEALTH INSURANCE    | 100-00-000-21210-00000 | 1539.79  |
| DFT0004188     | 09/09/2020   | CALIFORNIA PUBLIC EMPLOYEES'        | BLUESHIELD TRIO                           | 100-00-000-21210-00000 | 312.47   |
| DFT0004188     | 09/09/2020   | CALIFORNIA PUBLIC EMPLOYEES'        | PERS CHOICE HEALTH INSURANCE              | 100-00-000-21210-00000 | 1988.82  |
| DFT0004188     | 09/09/2020   | CALIFORNIA PUBLIC EMPLOYEES'        | PORAC - POLICE ONLY HEALTH INSURANCE      | 100-00-000-21210-00000 | 349.50   |
| DFT0004188     | 09/09/2020   | CALIFORNIA PUBLIC EMPLOYEES'        | UNITED HEALTH CARE HEALTH INSURANCE       | 100-00-000-21210-00000 | 937.12   |
| DFT0004188     | 09/09/2020   | CALIFORNIA PUBLIC EMPLOYEES'        | PERS SELECT HEALTH INSURANCE              | 100-00-000-21210-00000 | 1786.53  |
| DFT0004188     | 09/09/2020   | CALIFORNIA PUBLIC EMPLOYEES'        | RETRO HEALTH INSURANCE PREMIUM            | 100-00-000-21210-00000 | 309.97   |
| DFT0004188     | 09/09/2020   | CALIFORNIA PUBLIC EMPLOYEES'        | BLUESHIELD HEALTH INSURANCE               | 100-00-000-21210-00000 | 1006.59  |
| DFT0004188     | 09/09/2020   | CALIFORNIA PUBLIC EMPLOYEES'        | KAISER HEALTH INSURANCE                   | 100-00-000-21210-00000 | 8898.37  |
| DFT0004188     | 09/09/2020   | CALIFORNIA PUBLIC EMPLOYEES'        | HEALTH NET SALUD Y MAS HEALTH INSURANCE   | 100-00-000-21210-00000 | 1222.51  |
| DFT0004188     | 09/09/2020   | CALIFORNIA PUBLIC EMPLOYEES'        | HEALTH NET SMART CARE HEALTH INSURANCE    | 100-00-000-21210-00000 | 600.00   |
| DFT0004188     | 09/09/2020   | CALIFORNIA PUBLIC EMPLOYEES'        | ANTHEM SELECT                             | 100-00-000-21210-00000 | 600.00   |
| DFT0004188     | 09/09/2020   | CALIFORNIA PUBLIC EMPLOYEES'        | PERS CHOICE HEALTH INSURANCE              | 100-00-000-21210-00000 | 355.15   |
| DFT0004188     | 09/09/2020   | CALIFORNIA PUBLIC EMPLOYEES'        | UNITED HEALTHCARE HEALTH INSURANCE        | 100-00-000-21210-00000 | 600.00   |
| DFT0004188     | 09/09/2020   | CALIFORNIA PUBLIC EMPLOYEES'        | RETIRE PREMIUM                            | 100-25-299-50223-00000 | 78628.06 |
| DFT0004188     | 09/09/2020   | CALIFORNIA PUBLIC EMPLOYEES'        | ACTIVE & RETIRED ADMIN FEE                | 100-25-299-50220-00000 | 553.80   |
| DFT0004188     | 09/09/2020   | MASSMUTUAL                          | MASS MUTUAL                               | 100-00-000-21215-00000 | 500.00   |
| DFT0004199     | 09/09/2020   | MASSMUTUAL                          | MASS MUTUAL CITY PAID                     | 100-00-000-21257-00000 | 3000.00  |
| DFT0004200     | 09/09/2020   | INTERNAL REVENUE SERVICE            | FEDERAL INCOME TAX PAYMENT                | 100-00-000-21203-00000 | 1800.14  |
| DFT0004201     | 09/09/2020   | INTERNAL REVENUE SERVICE            | MEDICARE PAYMENT                          | 100-00-000-21201-00000 | 516.94   |
| DFT0004202     | 09/09/2020   | STATE OF CALIFORNIA EMPLOYMENT      | STATE INCOME TAX PAYMENT                  | 100-00-000-21202-00000 | 458.15   |
| DFT0004204     | 09/10/2020   | MASSMUTUAL                          | MASS MUTUAL                               | 100-00-000-21213-00000 | 14923.86 |
| DFT0004205     | 09/10/2020   | MASSMUTUAL                          | MASS MUTUAL RETIREMENT                    | 100-00-000-21213-00000 | 1896.17  |
| DFT0004206     | 09/10/2020   | MASSMUTUAL                          | MASS MUTUAL                               | 100-00-000-21232-00000 | 500.00   |
| DFT0004207     | 09/10/2020   | MASSMUTUAL                          | MASS MUTUAL                               | 100-00-000-21232-00000 | 102.30   |
| DFT0004208     | 09/10/2020   | NATIONWIDE RETIREMENT PEHP          | PEHP NATIONWIDE                           | 100-00-000-21213-00000 | 600.00   |
| DFT0004209     | 09/10/2020   | AMERICAN FIDELITY ASSURANCE COMPANY | FSA - AMERICAN FIDELITY ASSURANCE COMPANY | 100-00-000-21216-00000 | 1438.18  |
| DFT0004210     | 09/10/2020   | MASSMUTUAL                          | MASS MUTUAL                               | 100-00-000-21231-00000 | 863.52   |
| DFT0004211     | 09/10/2020   | MASSMUTUAL                          | DEFERRED COMP LOAN REPAYMENT              | 100-00-000-21231-00000 | 508.43   |
| DFT0004212     | 09/10/2020   | MASSMUTUAL                          | DEFERRED COMP LOAN REPAYMENT              | 100-00-000-21231-00000 | 387.24   |
| DFT0004213     | 09/10/2020   | MASSMUTUAL                          | DEFERRED COMP LOAN REPAYMENT              | 100-00-000-21231-00000 | 139.40   |
| DFT0004214     | 09/10/2020   | MASSMUTUAL                          | MASS MUTUAL CITY PAID                     | 100-00-000-21257-00000 | 2500.00  |
| DFT0004215     | 09/10/2020   | MASSMUTUAL                          | MASS MUTUAL CITY PAID                     | 100-00-000-21257-00000 | 2250.00  |
| DFT0004216     | 09/10/2020   | MASSMUTUAL                          | MASS MUTUAL CITY PAID                     | 100-00-000-21257-00000 | 891.79   |
| DFT0004217     | 09/10/2020   | INTERNAL REVENUE SERVICE            | FEDERAL INCOME TAX PAYMENT                | 100-00-000-21203-00000 | 64596.20 |
| DFT0004218     | 09/10/2020   | INTERNAL REVENUE SERVICE            | SOCIAL SECURITY PAYMENT                   | 100-00-000-21200-00000 | 2417.52  |
| DFT0004219     | 09/10/2020   | INTERNAL REVENUE SERVICE            | MEDICARE PAYMENT                          | 100-00-000-21201-00000 | 18108.68 |
| DFT0004220     | 09/10/2020   | STATE OF CALIFORNIA EMPLOYMENT      | STATE INCOME TAX PAYMENT                  | 100-00-000-21202-00000 | 24945.08 |

Grand Total:

\$1,406,229.67

# STAFF REPORT



**TO:** Honorable Mayor and Members of the City Council

**FROM:** Shannon Yauchzee, Chief Executive Officer  
Laura J. Thomas, Human Resources/Risk Manager

**DATE:** October 7, 2020

**SUBJECT:** Ratify and Adopt Resolutions Approving the Memorandum of Understanding Between the City of Baldwin Park and the Baldwin Park City Employees Association (BPCEA); and the Baldwin Park Classified Confidential Employees Association (BPCCEA)

---

## **SUMMARY**

This report seeks City Council consideration and adoption of Resolutions approving the Memorandum of Understanding (MOU) between the City of Baldwin Park and the Baldwin Park City Employees Association (BPCEA); and the Baldwin Park Classified Confidential Employees Association (BPCCEA), effective July 1, 2020 through June 30, 2022.

## **RECOMMENDATION**

Staff recommends that the City Council approve, ratify and adopt:

1. Resolution No. 2020-052 approving the MOU with the Baldwin Park City Employees Association (BPCEA); and
2. Resolution No. 2020-053 approving the MOU with the Baldwin Park Classified Confidential Employees Association (BPCCEA).

## **FISCAL IMPACT**

The MOU's are structured and will be implemented over a two year period effective July 1, 2020. There are no cost of living raises or major benefit increases for the term. (unless another group is given one). There is no negative fiscal impact to the General Fund Budget. Like other groups, the BPCEA and BPCCEA MOU's will implement the cost savings as outlined in the previous reorganization. BPCEA has agreed to cap retiree medical for future employees to the PERS minimum, thus saving the City future costs and reducing the unfunded obligation. BPCCEA has not agreed to the cap which will continue increasing the unfunded obligation and may result in future administrative costs.

## **BACKGROUND**

Per the City Council's direction, staff met and conferred with representatives of the Baldwin Park City Employees Association (BPCEA) and the Baldwin Park Classified Confidential Employees Association (BPCCEA). As approved by the City Council, the negotiation process has been concluded and a majority of the members of the subject bargaining group ratified the proposed changes in the respective Memorandum of Understandings.

Upon adoption of Resolution Nos. 2020-052 & 2020-053 respectively, the City of Baldwin Park City Employees Association (BPCEA) MOU; and the Baldwin Park Classified Confidential Employees Association (BPCCEA) MOU, will implement the terms and conditions of employment through and including June 30, 2022, as negotiated.

### **ALTERNATIVES**

Council may choose to provide staff alternatives or direct staff to negotiate further. This would likely require the item to be held over and discussed again in Closed Session. However, this is not recommended as the bargaining unit and the City have tentatively agreed upon these provisions.

### **LEGAL REVIEW**

This report has been reviewed and approved by the City Attorney as to legal form and content.

### **ATTACHMENTS**

1. Resolution No. 2020-052 with attached BPCEA Memorandum of Understanding
2. Resolution No. 2020-053 with attached BPCCEA Memorandum of Understanding

**RESOLUTION NO. 2020-052**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF BALDWIN PARK, APPROVING THE  
MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF BALDWIN PARK AND THE BALDWIN  
PARK CITY EMPLOYEES ASSOCIATION (BPCEA)**

**YEARS 2020- 2022**

**WHEREAS**, representatives of the City Council of the City of Baldwin Park have met and conferred with duly authorized representatives of the City of Baldwin Park and the Baldwin Park City Employees Association (BPCEA) to make equitable adjustments to wages and other terms and conditions of employment; and

**WHEREAS**, a Memorandum of Understanding prepared by said representatives has been presented to the City Council for consideration and approval; and

**WHEREAS**, a majority of the unit members from this group voted to approve the Memorandum of Understanding; and

**WHEREAS**, attached said report to this resolution as with the date, October 7, 2020 referred to as Exhibit A.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BALDWIN PARK  
DOES HEREBY RESOLVE AND ORDER AS FOLLOWS:**

**SECTION 1.** That this City Council does hereby approve and authorize the Mayor of the City of Baldwin Park to sign the "Memorandum of Understanding" the City of Baldwin Park and the Baldwin Park City Employees Association (BPCEA); attached hereto as Exhibit B. The Memorandum of Understanding for employees represented by the Baldwin Park City Employees Association (BPCEA); is hereby effective for the period from July 1, 2020, through June 30, 2022.

**PASSED, APPROVED, AND ADOPTED this 7th day of October, 2020.**

---

MANUEL LOZANO  
MAYOR

**ATTEST:**

**STATE OF CALIFORNIA**  
**COUNTY OF LOS ANGELES**  
**CITY OF BALDWIN PARK** } **SS:**

I, Lourdes, Morales City Clerk of the City of Baldwin Park do hereby certify that the foregoing **Resolution No. 2020-052** was duly adopted by the City Council of the City of Baldwin Park at a regular meeting thereof held on **October 7, 2020** and that the same was adopted by the following vote to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

---

Lourdes Morales  
CHIEF DEPUTY CITY CLERK

**CITY OF BALDWIN PARK  
AND  
BALDWIN PARK CITY EMPLOYEES  
ASSOCIATION (CEA)**

**MEMORANDUM OF UNDERSTANDING  
JULY 1, 2020 THROUGH JUNE 30, 2022**



## TABLE OF CONTENTS

## **PREAMBLE**

The City of Baldwin Park, a municipal corporation, and the Baldwin Park City Employees Association, a recognized employee organization, have been meeting and conferring in good faith consistent with Section 3500 et seq., of the Government Code and have reached agreement as a result of such meetings.

### **ARTICLE I           SCOPE OF MEMORANDUM OF UNDERSTANDING**

It is the intent and purpose of the Memorandum to set forth mutually beneficial working and economic relations between the parties hereto and to provide an orderly and peaceful means of resolving any misunderstandings which may arise, and to set forth the total and complete understanding and agreement between the parties regarding wages, hours, and other terms and conditions of employment.

### **ARTICLE II           PARTIES AND RECOGNITION**

The Memorandum of Understanding is made and entered into between the Management representatives of the City of Baldwin Park, hereinafter referred to as the "City" and representatives of the Baldwin Park City Employees Association, hereinafter referred to as the "Association", a formally recognized exclusive representative of the general unit of City employees pursuant to the Meyers-Milias-Brown Act.

#### **Section A.     Appropriate Unit- Professional/Technical Unit**

The classifications covered by this unit are:

Accountant  
Assistant Engineer  
Assistant Planner  
Associate Engineer  
Associate Planner  
Building Inspector  
Building Official  
Code Enforcement Officer  
Economic Development Projects Coordinator  
Engineering Technician  
Engineering Assistant  
Housing Quality Standards Inspector  
Housing Programs Coordinator  
Information Systems Analyst  
Information Systems Supervisor  
Information Systems Support Technician  
Lead Code Enforcement Officer  
Management Assistant

Management Analyst  
Plan Check Engineer  
Planning Technician  
Program' Coordinator  
Program Supervisor  
Public Works Inspector  
Public Works Operations Supervisor  
Recreation Operations Supervisor  
Redevelopment Projects Coordinator  
Rehabilitation Housing Specialist  
Senior Accountant  
Senior Finance Clerk  
Senior Housing Specialist  
Senior Redevelopment Projects Coordinator  
Payroll Specialist  
Building Engineering Permit Technician

**Section B. Appropriate Unit- Clerical Unit**

The classifications covered by this unit are:

Administrative Clerk  
Administrative Clerk II  
Construction Clerk  
Finance Clerk  
Housing Specialist  
Housing Technician  
Imaging Specialist

**Section C. Terms of Agreement**

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment and it is mutually agreed that this Memorandum of Understanding shall be effective on July 1, 2020 and ending on June 30th, 2022.

**Section D. Separability Provision**

If any provision or the application of any provision of this agreement as implemented should be rendered or declared invalid by any final court action of competent jurisdiction, the remaining sections of this agreement shall remain in MI force and effect for the duration of said agreement. In the event any section of this. Memorandum is declared invalid, the City agrees to meet and confer With the Association regarding the impact or implementation of the court order.

**Section E. No Strikeout/Lockout Clause**

1. The Association, its officers, agents, representatives and/or members agree that during the term of this MOU they will not cause or condone any strike, walkout, slowdown, sickout, or any other job action withholding or refusing to perform services.
2. Any employee who participates in any conduct prohibited in part 1 above may be subject to disciplinary action up to and including discharge.
3. The City agrees that it will not lock out any employee at any time.
4. In the event that anyone or more officers, agents, representatives, or members of the Association engage in any of the conduct prohibited in part 1 above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this MOU and is unlawful and they must immediately cease engaging in conduct prohibited in part above and return to work.

**Section F. Non-Discrimination**

The provisions of the Memorandum shall be applied equally to all employees without unlawful discrimination as to age, gender, marital status, race, color, ancestry, religious creed, national origin, political affiliation or (when the nature of work permits) physical handicap. Any violation of this by the recognized employee organization shall also be subject to immediate correction and possible loss of recognition.

All references to employees in this Memorandum designate all genders, and whenever one gender is used it shall be construed to include both, where appropriate.

**Section G. Full Understanding, Modification, and Waiver**

It is intended that this agreement sets forth the full and entire understanding of the parties regarding matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are superseded or terminated in their entirety,

Except as specifically provided herein; it is agreed and understood that both parties voluntarily and unqualifiedly waives their right, and agree that the other party shall not be required to negotiate with respect to any subject or matter covered herein during the term of this agreement, Nothing contained herein shall preclude the parties from mutually agreeing to meet and confer,

Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the

parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the City Council,

The waiver of any breach, term and or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

## **ARTICLE III        ASSOCIATION RIGHTS**

### **Section A.**

#### **Dues Deduction**

A.     The City shall deduct Association membership dues and any other agreed-upon payroll deductions to the extent permitted by law from the pay of each member employee in accordance with the procedures set forth herein.

1.     At the direction of a recognized employee organization, the City may deduct dues from the paychecks of consenting members of the organization. Employees shall communicate their requests to begin or cancel membership deductions to the recognized employee organization, and the organization shall inform the City. Dues paying bargaining unit members who have affirmatively consented to or authorized dues deductions shall be entitled to have dues deducted by signing and filing with the Association an authorization form provided by the Association. The Association will notify the City of the employee name and amount of dues to be withheld. The dues deduction form currently in use may continue to be utilized by the Association.

2.     The City agrees to direct each member employee to the Association with regard to any questions or concerns related to membership dues or any other mutually agreed payroll deduction.

3.     The Association is responsible for providing the City with timely information regarding changes to member employees' dues and any other lawful Association related payroll deductions.

4.     Dues withheld by the City shall be transmitted monthly to the Association officer designated in writing by the Association as the person authorized to receive the funds, at the address specified.

5.     If dues deduction would result in a negative balance for an employee, the dues will not be withheld and the Association will be notified.

6.     The Association shall refund to the City any amounts paid to it in error upon presentation of supporting evidence. The City will pay to the

Association any amounts which were not deducted in accordance with the procedures prescribed in this Section.

B. The City shall make payroll deductions in reliance on the Association's certification that the Association has and will maintain an authorization signed by each member employee who affirmatively consents to pay Association membership dues. Similarly, the City shall only cancel or modify membership dues or any other mutually agreed payroll deduction for any member employee in reliance on information provided by the Association to the extent permitted by law.

C. The City shall not request the Association to provide a copy of any member employee's authorization unless a dispute arises about the existence or terms of the authorization.

D. The Association shall indemnify, defend, protect and hold harmless the City and its elected and appointed officials, officers, employees, officers and agents (collectively hereafter the "Indemnitees") from and against any and all claims, liabilities, losses, damages, fines, penalties, claims, demands, suits, actions, causes of action, judgments, costs, and expenses arising from the application of this section, including, but not limited to, any claims made by bargaining unit employees for the return of membership dues deductions the City made in reliance on the Association's certification, and any claims made by any bargaining unit employees for any deduction cancellation or modification the City made in reliance on the information provided by the Association.

#### Leave without Pay/Temporary Assignment Out of Unit

Employees temporarily assigned out of the unit shall be excused from paying dues.

### **Section B. Association Representatives**

1. The Association may designate one officer, board member and representative, who shall be permitted to assist bargaining unit members in the investigation, processing and presentation of grievances, disciplinary actions, the meet and confer process and all activity necessary to facilitate the efficient resolution of any labor-management dispute.
2. The Association shall notify the City in writing of the names of all board members, officers, and representatives who are authorized to represent the employees in the bargaining unit.
3. The City agrees to grant reasonable access to employee work locations of officially designated representatives for the purpose of processing grievances in accordance with this Memorandum of Understanding. Each

representative, upon notification to his/her immediate supervisor, may be permitted to leave his/her regular work location during work hours, for reasonable periods of time to perform the following functions with pay:

- a. To represent to a supervisor, a request for a grievance which the representative has been requested by any employee, or group of employees, to present to such a supervisor.
  - b. Investigate any request for adjustment of grievance in the representative's division, and present such request for adjustment to the supervisor of the employee who initiated the grievance request.
  - c. Attend meetings with management when the representative's presence is necessary to present the grievance for adjustment.
4. No representative shall leave his/her job or area of assignment while his/her presence is necessary for the safe and effective operation of his/her job; the determination to be made by the representative's immediate supervisor or appointing authority,
5. Each representative shall report to his/her supervisor the time leaving his/her work location to perform such duties as set forth herein. The representative shall report to the supervisor immediately upon completion of these duties.
6. When the presence of a representative is desired by an employee, or group of employees, for the presentation, investigation, and/or adjustment of a grievance and/or dispute, the employee or group of employees shall make a request to their immediate supervisor. The supervisor shall arrange for a representative to be present as soon as possible, consistent with safe and efficient operating requirements,
7. Prior to entering any area in the fulfillment of their duties set forth herein, the representative shall notify the supervisor of that area of his/her presence and the reason for his/her business in that area,
8. The City agrees that the representative shall not be hindered, coerced, restrained or interfered with in the performance of their duties and responsibilities provided in the Memorandum of Understanding.
9. The Association and the employer agree hereto that each will cooperate with the other and reduce to a minimum the actual time spent by representatives in the performance of their duties under this Memorandum of Understanding.

## **ARTICLE IV            MANAGEMENT RIGHTS**

### **Section A.    General**

All management rights and functions, except those which are clearly and expressly limited in this Memorandum of Understanding, shall remain vested exclusively in the City. It is expressly recognized merely by way of illustration and not by way of limitation that such rights and functions include, but are not limited to:

1.     Manage the City
2.     Schedule work hours
3.     Establish, modify, or change work schedules or standards
4.     Institute changes in procedures
5.     Direct the work force, including the right to hire, promote, demote, transfer, suspend, discipline, or discharge any employee
6.     Determine the location of any new facilities, buildings, departments, divisions, or subdivisions thereof, and the relocation, sale, leasing, or closing of facilities, departments, or subdivisions thereof.
7.     Determine services to be rendered
8.     Determine the layout of buildings and equipment and materials to be used therein
9.     Determine processes, techniques, methods, and means of performing work
10.    Determine the size and characteristics of the work force
11.    Determine financial policy including accounting procedures
12.    Determine the administrative organization of the system
13.    Determine the process of selection, promotion, or transfer of employees
14.    Determine the allocation and assignment of work to employees
15.    Determine policy affecting the selection of new employees
16.    Determine the establishment of quality and quantity standards and the judgment of quality and quantity of work required
17.    Determine administration of discipline
18.    Determine control and use of City property, materials and equipment
19.    Schedule work periods and determine the number and duration of work periods
20.    Establish, modify, eliminate or enforce rules and regulations
21.    Place work with outside firms
22.    Determine the methods and means by which such operations are to be conducted
23.    Require employees, where necessary, to take in-service training courses during work hours
24.    Determine duties to be included in any job classification
25.    Determine the necessity of overtime and the amount of overtime required



26. Take any necessary action to carry out the mission of the City in cases of an emergency
27. Prescribe a uniform dress to be worn by designated employees

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the City, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this contract, and then only to the extent such specific and express terms are in conformance with law.

Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the above described rights of the City is not subject to the grievance provision unless any such dispute is otherwise grievance under another Article of this agreement.

Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the exercise of management's rights shall impact on employees in the bargaining unit, the City agrees to meet and confer with representatives of the Association, upon request by the Association, regarding the impact of the exercise of such rights, unless the matter of the exercise of such rights is provided for in this Memorandum of Understanding or in Personnel Rules and Salary Resolutions.

## **ARTICLE V                    COMPENSATION AND SALARIES**

### **Section A.     Retirement**

Employees Hired Before January 1, 2013

The City contracts with the State of California Public Employees Retirement System (CalPERS) for the classifications contained in this agreement. The plan shall include the following options:

1. 2.7% @ 55 retirement formula (Government Code §21354.4);
2. Single highest year final compensation (Government Code §20042);
3. Military service credit as public service option (Government Code §21024);
4. 1959 Survivors Benefit Level I for which each employee contributes ninety-three cents (\$.93) per pay period (Government Code §2171);
5. Pre-Retirement Death Benefits to continue after remarriage of survivor (Government Code §21551);
6. 2% Annual Cost of Living Allowance (Government Code §21329);

7. The City agrees to contract with CalPERS to include 1959 Survivors Benefit Level IV;
8. \$500 Retired Death Benefit

The City will pay 100% of the employer's contribution to the CalPERS retirement program and provide retirement benefits as currently specified under the City's contract with the California Public Employees' Retirement System.

#### CalPERS

In accordance with City Resolution 2015-094, effective October 25, 2015, employees will pay 100% of the employee's member contribution to the California Public Employees Retirement System (CalPERS). All such employee contributions shall be deposited in the member's retirement account.

#### New CalPERS Members Hired On or After January 1, 2013

The City contracts with the State of California Public Employees Retirement System (CalPERS) for the classifications contained in this agreement. The plan shall include the following options:

1. 2% at 62 formula (Government Code §7522.20);
2. Three (3) year average final compensation period (Government Code §20037);
3. Pre-Retirement Death Benefits to continue after remarriage of survivor (Government Code §21551);
4. Military Service Credit as Public Service (Government Code §21024)
5. 1959 Survivors Benefit Level I for which each employee contributes ninety-three cents (\$.93) per pay period (Government Code §21571);
6. 2% Annual Cost of Living Allowance (Government Code §21329);
7. Employees will pay 50% of the normal cost, currently 6.25% member contribution to CalPERS;
8. The City agrees to contract with CalPERS to include 1959 Survivors Benefit Level IV;
9. \$500 Retired Death Benefit

#### **Section B. Salaries**

The City adopted a Seven Step Compensation Plan (5% between steps), which is made a part hereof, and is on file with the Human Resources/ Risk Manager or their designated representative(s) in the Human Resources Department. Such Compensation Plan may be amended or revised at the discretion of the City Council subject to the meet and confer process.

No cost of living increases shall be provided to all represented employees of this Association for the 2020/21 or 2021/22 contract years.

Exceptions to the above are summarized in the Me-Too Clause Provision.

**Section C. Bilingual Pay**

The City shall pay an additional \$100.00 per month to a person who is capable of speaking reading and writing and/or interpreting the languages of Spanish, Cantonese, Mandarin, Japanese, Vietnamese, Tagalog, and American Sign Language, when the City deems those language skills to be operationally necessary or beneficial to the City. Determination of capability shall be made by qualifying tests established by the City. Only those individuals who score at the level of "Good" or better will be eligible for bilingual pay.

**Section D. Tuition Reimbursement**

Section 2.8 of the City's Personnel Rules and Regulations shall be amended to provide that the tuition reimbursement described therein shall allow for reimbursement eligibility for full time employees who have passed original probation shall be in the amount not to exceed \$1,500 per fiscal year.

Personnel Rules §2.8 shall be concurrently amended to provide that tuition reimbursement shall be allowed only for courses provided by an accredited college or university and in a field of study reasonably related to the employee's duties and which are deemed appropriate by the Executive Team.

Effective January 1, 2018, the maximum amount of tuition reimbursement shall be increased to \$2,000 per fiscal year.

**Section E. Acting Pay**

Section 4.4 of the City's Personnel Rules and Regulations shall be modified by this agreement to provide acting pay after twenty (20) continuous working days. All other provisions of Section 4.4 shall remain in their current form. This amendment shall apply only to members of the City Employees Association, Professional Technical Employees Unit and Clerical Unit.

## **ARTICLE VI            BENEFITS**

### **Section A.    Health Benefits/Cafeteria Plan**

#### Medical and Dental

The City will contribute to each employee in the bargaining group a sum not to exceed \$950.00 per month towards benefits as detailed in this section. The employee is required to maintain a minimum coverage for him/herself in a plan of their choice unless the employee can show proof that they have adequate health insurance coverage through another source. In instances where the employee's medical insurance premium is less than the City's monthly allowance, such employee will have an option to have the excess monies placed towards an existing benefit program. These options include:

1.     Placement in a City provided health insurance plan for two (2) party or family coverage.
2.     Placement in a City provided dental plan for self, two (2) party or family coverage
3.     Placement spread over a combination of the options listed above.
4.     Elect to receive any excess monies in cash, which will be considered as taxable income, or
5.     Elect to place the excess cash monies in a City provided deferred compensation program.

Effective the first pay period that includes January 1, 2018, the maximum amount of monies that are eligible for cash out shall be capped at \$950 per month.

Effective the first pay period that includes December 1, 2017, the City's contribution to medical and dental premiums shall be increased to \$1050 per month.

Effective the first pay period that includes December 1, 2018, the City's contribution to medical and dental premiums shall be increased to \$1100 per month.

Effective the first pay period that includes December 1, 2019, the City's contribution to medical and dental premiums shall be increased to \$1200 per month.

#### Vision Plan Coverage

The City will provide a vision plan to all affected employees and will contribute up to a maximum premium cost of \$34.05 per month. Any premium increase in excess of \$34.05 per month shall be absorbed by the employee.

**Section B. Life Insurance**

The City shall provide a \$50,000 term life and AD&D insurance for each employee.

**Section C. Short Term/Long Term Disability**

The City will pay 100% of the employee's premium towards a short term & long term disability program as provided by the City of Baldwin Park.

The Short Term Disability Insurance Plan provides benefits commencing on the 31st day of non-work-related injury or illness, and employees will be eligible to receive cash benefit of 66.67% of their weekly salary up to \$1,871 for up to 22 weeks.

The Long Term Disability Insurance Plan provides a cash benefit of 66.67% of your monthly salary up to \$8,100, starting 180 days after you are out of work and continuing up to age 65 or Social Security Normal Retirement Age (SSNRA), whichever is later.

**Section D. Deferred Compensation**

The City currently offers one (1) established deferred compensation provider to its employees. Deferred compensation is a voluntary program wherein employees may elect to allocate salary to the City's 457 plans on a pre-tax basis in accordance with the provisions of the plan. Effective upon ratification of this contract, the City shall contribute \$100.00 per month into a City sponsored deferred compensation plan. Prior to any changes in the current program/providers, the City agrees to meet in good faith with the CEA as part of the meet and confer process.

**Section E. Child Care**

The City's Before and After School Care (Latch Key) Program shall provide same privileges to employees as residents of Baldwin Park. Section 125 Plan is available for employee's use.

**Section F. Retiree Health Care**

Employees Hired Before July 1, 2020

For all employees hired prior to July 1, 2020, if upon retirement from the City, the employee enrolls in the City's CalPERS medical care plan, the City will pay only the minimum employer contribution to CalPERS that is required by Government Code section 22892(b). In addition, the City will also pay into the retiree's individual health reimbursement account, or similar reimbursement plan, an amount equal to the difference of the City's minimum employer contribution

required by Government Code section 22892(b) and the premium cost for retiree-only coverage in the retiree's chosen medical plan.

Employees Hired On or After July 1, 2020

For all employees hired on or after July 1, 2020, if upon retirement from the City, the employee enrolls in the City's CalPERS medical care plan, the City will pay the minimum employer contribution to CalPERS that is required by Government Code section 22892(b).

**ARTICLE VI            HOURS**

**Section A.    Work Period**

The work period for all employees within the bargaining group shall be seven (7) days in length commencing on Sunday, at 12:01a.m.

**Section B.    Hours of Work**

Employees assigned to a 4/10 work week shall normally work Monday through Thursday 7:30a.m. to 6:00p.m., however, employees may work a flexible 4/10 plan dependent upon their work assignment.

Employees assigned to a 9/80 work week shall normally work Monday Through Thursday, 6:30a.m. to 4:00p.m. and on each scheduled Friday shall work 6:30a.m. to 3:00p.m., however, employees may work a flexible 9/80 plan dependent upon their assignment.

Employees assigned to a 5/40 workweek shall normally work Monday through Friday and the actual hours worked will be dependent upon their work assignment.

**Section C.    Workday**

Employees working the 4/10 shall have a standard workday consisting of ten and one-half (10 1/2) hours with nine hours and fifty minutes of work time and forty (40) minutes as a non-paid unrestricted meal period. Meal periods shall be in accordance with department administrative guidelines.

Employees working the 4/10 will be provided with two (2) ten (10) minute rest breaks during the day, one each approximately at the midpoint of each one-half workday. Rest time is not cumulative beyond the scheduled workday within which the break period occurs, nor may it be used to extend lunch or shorten the workday.

Employees working the 9/80 shall have a standard four (4) days consisting of nine and one-half (9 1/2) hours, nine (9) hours of work time and thirty (30) minutes as

a non-paid unrestricted meal period. Employees shall have a standard fifth day consisting of eight and one-half (8 1/2) hours, eight (8) hour of work time and thirty (30) minutes as a non-paid unrestricted meal period.

Employees working the 9/80 will be provided two (2) fifteen (15) minute rest breaks during the day, one each approximately at the midpoint of each one-half workday. Rest time is not cumulative beyond the half-scheduled workday within which the break period occurs, nor may it be used to extend lunch or shorten the workday.

Employees working the 5/40 shall have a standard workday consisting of nine (9) hours, eight (8) hours of work time and one (1) hour as a non-paid unrestricted meal period. Meal periods shall be in accordance with department administrative guidelines.

Employees working the 5/40 will be provided two (2) fifteen (15) minute rest breaks during the day, one each approximately at the midpoint of each one-half workday. Rest time is not cumulative beyond the half-scheduled workday within which the break period occurs, nor may it be used to extend lunch or shorten the workday.

#### Alternative Work Schedules

The City agrees to implement a 4/10 plan for all employees assigned to City Hall and for all professional and technical employees assigned to the Community Center, The City agrees to implement a 9/80 plan for all employees assigned to the Maintenance Facility.

The Association recognizes that the City may, at its sole discretion, end the 4/10 and/or 9/80 plan upon reasonable notification to the Association. The termination of such plan(s) is not subject to the grievance process or any other administrative review. The Association recognizes that the 4/10 and/or 9/80 plan is not a vested right in any manner, and that the termination of such 4/10 and/or 9/80 plan is not subject to the meet and confer process or meet and consult process.

The Association further recognizes that the implementation of the 4/10 and/or 9/80 plan does not create any additional overtime obligation for the City under the Fair Labor Standards Act.

The City may adjust employees work periods as necessary so that their forty (40) hours of scheduled work does not overlap into another work period to avoid an overtime obligation.

The City does agree however, that should 9/80 experimental work schedule be terminated, that benefit levels/accruals and working conditions that were modified to accommodate the alternate work schedule(s) will revert to the levels/accruals

and working conditions in existence prior to September 27, 1992 or April 12, 1993.

The Association does agree, that as a result of the reorganization of the Public Works Department, the positions of Public Works Operations Supervisor and Public Works Inspector are now represented by the Association, and that these positions will be assigned to a 9/80 schedule, whether assigned to the City Hall or the Maintenance Facility.

**Section D.     Compensatory Time — Designated Classifications**

Although the following classifications are part of the Professional and Technical Employees Association, for purposes of the Fair Labor Standards Act, they are designated to only receive compensatory time.

Accountant  
Accounting Supervisor  
Assistant Planner  
Associate Planner  
Building Official  
Engineering Assistant  
Engineering Associate  
Housing Programs Coordinator  
Information Services Technician  
Information Systems Supervisor  
Plan Check Engineer  
Program Supervisor  
Senior Accountant

**Section E.     Overtime**

All employees, (except those designated to only receive compensatory time) required to perform in excess of the standard work period of forty (40) hours in a seven (7) day cycle shall receive compensation at the rate of time and one-half his/her base pay of pay, plus bilingual pay.

In lieu of receiving cash payment for hours worked in excess of forty (40) hours during the seven (7) day work period, an employee may elect the option of earning compensatory time, and shall have a cap of eighty (80) hours placed on the accrual of compensatory time off.

Positions designated in Article II Section B of this agreement may, in lieu of receiving cash payment for hours worked in excess of forty (40) hours during the seven (7) day work period, elect the option of earning compensatory time, and shall have a cap of forty (40) hours placed on the accrual of compensatory time off.



Employees designated to only receive compensatory time shall have a cap of eighty (80) hours placed on the accrual of the compensatory time off. Hours in excess of eighty (80) shall receive compensation at the rate of time and one-half in accordance with the overtime provisions of this MOU.

The times during which an employee may take his/her compensatory time shall be approved by the department head with due regard for the wishes of the employee and for the needs of the service.

Payout Provision

On or before December 31 of each year, an employee shall reduce his/her accrued compensatory time bank to forty (40) hours or less. Any time in excess of forty (40) hours shall be paid at the employee's current straight time rate unless advance, written approval of the employee's department head and the Chief Executive Officer is obtained to carry over all or part of the excess of forty (40) hours.

Upon separation from City service, an employee shall be compensated for all accrued compensatory time of eighty (80) hours or less at his/her straight time hourly base rate.

Eligibility for Overtime Compensation

In determining an employee's eligibility for overtime compensation or accrual of compensatory time in a work period, paid leaves of absences and unpaid leaves of absences shall be excluded from the total hours worked. Paid leave of absences includes, but is not limited to, the following:

|                    |                                   |
|--------------------|-----------------------------------|
| Vacation           | Jury Duty                         |
| Bereavement Leave  | Military Leave                    |
| Compensatory Leave | Administrative Leave              |
| Holiday Leave      | Worker's Compensation Leave (IOD) |
| Sick Leave         |                                   |

All overtime requests must have the prior written authorization of a supervisor prior to the commencement of such overtime work. Where prior written authorization is not feasible, explicit verbal authorization must be obtained.

Where verbal authorization is obtained, written authorization must be obtained as soon thereafter as practicable. Dispatched calls beyond the end of duty time are considered as authorized.

An employee's failure to obtain prior written approval, or explicit verbal authorization followed by written authorization, will result in the denial of the overtime request.

#### Call Back Pay

Call back duty occurs when an employee is ordered to return to duty on a non-regularly scheduled work shift, Call back does not occur when an employee is held over from his/her prior shift or is working prior to his/her regularly scheduled shift. An employee called back to duty shall be credited with a minimum of two (2) hours work commencing one-half (1/2) hour before he/she reports to duty. Any hours worked in excess of two (2) hours shall be credited on an hour for hour basis for actual time worked. Travel time shall not be considered hours worked and shall not be compensated in any manner whatsoever. However, any time that involves driving after reporting to the work site will be compensable under this Agreement. Call back duty hours will be compensated at a premium overtime rate, irrespective of the total paid leave exclusion for the work period.

Work performed at the Baldwin Park Anniversary Parade, 4th of July and Community Picnic annual events will also be compensated at a premium overtime rate, irrespective of the total paid leave exclusions for the work period.

#### Non-Mandatory Training

Non-mandatory attendance at training schools/facilities, which improves the performance of regular tasks and/or prepares for job advancement are not compensable for hours in excess of the employee's normal work shift. Any time spent in excess of the normal work shift will not be counted as working time and is not compensable in any manner whatsoever.

Time spent in studying and other personal pursuits is not compensable hours of work, even though the employee may be confined to campus twenty-four (24) hours a day.

#### Travel Time

Travel time to and from the training facility outside an employee's normal work shift is not compensable hours of work.

#### Donning/Doffing

Time spent in changing clothes before or after a shift, or during lunch, is not considered hours worked and is not compensable in any manner whatsoever.

Employees may be provided with a locker for their own personal convenience. An employee may or may not utilize the locker for storage and changing purposes at his/her own discretion.

### **Section F. Holidays**

The City shall observe the following holidays:

New Year's Day- January 1st  
President's Day- The third Monday in February  
Memorial Day- The last Monday in May  
Independence Day- July 4th  
Labor Day- The first Monday in September  
Veteran's Day- November 11th  
Thanksgiving Day- The fourth Thursday in November  
The Friday following the fourth Thursday in November (5/40 & 9/80  
schedules only)  
Christmas Eve- December 24th  
Christmas Day- December 25th

Employees assigned to a 4/10 Work Schedule

If any of the foregoing holidays falls on a Friday or a Saturday, the holiday will not be observed on the preceding Wednesday or Thursday. If any of the holidays fall on a Sunday, the Monday following is the holiday in lieu thereof.

On January 1 of each year, each affected employee will be credited with ten (10) hours of leave for observance of Martin Luther King Day and ten (10) hours leave, for a total of twenty (20) hours.

Employees assigned to a 9/80 Work Schedule

If any of the foregoing holidays falls on a Friday or a Saturday, the holiday will not be observed on the preceding Wednesday or Thursday. If any of the holidays fall on a Sunday, the Monday following is the holiday in lieu thereof.

On January 1 of each year, each affected employee will be credited with nine (9) hours of leave for observance of Martin Luther King Day and ten (9) hours leave, for a total of eighteen (18) hours.

Employees assigned to a 5/40 Work Schedule

If any of the before mentioned holidays fall on a Saturday, the preceding Friday will be the holiday in lieu thereof, if any of the holidays fall on a Sunday, the Monday following is the holiday in lieu thereof.

On January 1 of each year, each affected employee will be credited three (3) eight (8) hour days of floating leave, for a total of twenty-four (24) hours.

City Hall Closure 2017:

There will be a one-time closure of City Hall on December 25-29, 2017. The provided holiday hours for Christmas Eve and Christmas Day will be applied to December 25 & 26, 2017 respectively.

The City will provide an additional 20 hours of holiday time for use on December 27 & 28, 2017 only. Exceptions may be made at Supervisor's discretion for the 20 hours to be used in pay periods 2 & 3 (ending January 27, 2018) if the employee

is unable to use the additional holiday hours on the specified dates due to work assignments. The additional 20 hours of holiday time will not be accrued or cashed out under any circumstances,

### **Section G.     Holiday Bank**

At the beginning of each calendar year, the City will determine how many of the above holidays fall on non-regularly scheduled work days, as determined by an employee's assigned work schedule, An employee will be credited with an equivalent number of hours of holiday time ("holiday bank").

The actual date for the use of such leave shall be subject to the approval of the employee's department head. For employees working a 4/10 work schedule this leave shall be used in increments of ten (10) hours. For employees working a 9/80 work schedule this leave shall be used in increments equivalent to the workday being requested for time off, i.e., a standard nine (9) hour workday or a "Friday" eight (8) hour work day.

However, upon implementation by the City of accounting procedures and methods whereby use of holiday leave in increments of one (1) hour or more can be reasonably documented, affected employees shall be provided the option of using holiday leave in such amounts of time. Although the City shall endeavor in good faith to institute such an accounting process, it shall remain in the sole discretion of the City to determine when such a modified accounting can be reasonably implemented.

Employees may accumulate up to a maximum of one hundred (100) hours of holiday bank time.

#### **Payout**

If an employee, because of business necessity, is not able to utilize excess accrued holiday bank hours, upon written request to, and approval of the department head, an employee may be paid for any excess hours over their maximum holiday bank hours accrual Each January 1, such excess hours will be removed from the employee's holiday bank hours accrual, calculated at their then straight time hourly rate and placed in a holiday hours bank to be paid no later than June 30 of the same year.

If an employee separates employment from the City and has used holiday bank time prior to the occurrence of the actual holiday, he/she will have. his/her vacation leave and/or final paycheck reduced to reflect the excess holiday bank time used.

If an employee separates employment from the City and has not used any eligible accrued holiday bank time, he/she will be paid for such eligible holiday bank time at his/her straight time rate.

## **ARTICLE VII       LEAVES**

### **Section A.    Sick Leave**

Every full-time employee represented by this agreement shall accrue sick leave beginning the first full pay period of employment at the rate of 3.693 hours for each pay period of service completed with the City.

#### **Incentive Program**

Each eligible employee shall elect their maximum sick leave hours accrual. Dependent upon the total number of currently accrued sick leave hours, the maximum sick leave hours accrual may be set at 300 hours, 600 hours or 900 hours. If an eligible employee wishes to elect a maximum sick leave accrual level that is at a higher level than their closest currently accrued sick leave hours, they may do so. The maximum accrual elected by the eligible employee will be irrevocable.

Once the election is made by the employee, such excess hours will be removed from the employee's sick leave hours accrual, calculated at their then straight time hourly rate and placed into a sick leave hours bank to be paid at 75% of the total value, with the timing and methods of payment to be determined by the City.

When an employee's service with the City is terminated for any reason, no compensation shall be paid for the unused sick leave hours accrual bank.

### **Section B.    Vacation**

All affected employees shall accrue vacation leave in accordance with the following:

- a. Employees having less than five (5) years employment (vacation accrual = 96 hours per year), the maximum amount of vacation that may be accumulated shall be 192 hours.
- b. Employees having more than five (5) years but less than ten (10) years of employment (vacation accrual = 120 hours per year), the maximum amount of vacation hat may be accumulated shall be 240 hours,
- c. Employees having more than ten (10) years but less than fifteen (15) years of employment (vacation accrual = 144 hours per year) the maximum amount of vacation that may be accumulated shall be 288 hours.
- d. Employees having more than fifteen (15) years but less than twenty (20) years of employment (vacation accrual = 168 hours per

year), the maximum amount of vacation that may be accumulated shall be 336 hours.

- e. Employees having over twenty (20) years of employment (vacation accrual = 192 hours per year) the maximum amount of vacation that may be accumulated shall be 384 hours.

Employees will be entitled to utilize accrued vacation leave after completion of six (6) months continuous employment with the City. Employees may be eligible to utilize accrued vacation leave at an earlier time, upon written request to and approval of their department head.

The times during which an employee may take his/her vacation leave shall be determined by the department head with due regard for the wishes of the employee and for the needs of the City.

Employees shall, each calendar year, be required to take a minimum of forty (40) consecutive hours vacation leave. In addition, an employee may, with approval of the department head use vacation leave in lesser increments during the calendar year.

Employees may accumulate up to a maximum of two (2) vacation periods in any one calendar year for the purpose of a vacation leave with approval of the department head. A vacation period is defined as the maximum amount of vacation leave accrued by an employee in any calendar year, in accordance with Subsections (a), (b), (c), (d) and (e), as stated above.

If an employee, because of business necessity, is not able to utilize excess accrued vacation hours, upon written request to, and approval of the department head, an employee may be paid for any excess hours over their maximum vacation hours accrual such excess hours will be removed from the employee's vacation hours accrual, calculated at their then straight time hourly rate and placed into a vacation hours bank to be paid no later than June 30 of the same year.

Employees will be notified on a quarterly basis of their current and potential maximum vacation accrual for the calendar year to assist them in the reduction of excess accrued vacation hours.

In the event a legal holiday falls during a vacation leave, such holiday shall not be charged as vacation leave and the vacation leave shall be extended or credited accordingly.

Employees who separate from the service of the City shall be eligible to receive compensation for all unused, accrued vacation leave.

## **Section C. Bereavement Leave**

Each affected employee in the covered classifications shall receive the equivalent of their workweek per incident, as needed, because of a death in their immediate

Immediate family shall mean and include only:

Employee's: spouse, children, brothers, sisters, parents, grandparents, stepchildren, foster children, grandchildren, and State registered domestic partners.

Spouse's: Parents, and grandparents

Said time will not be cumulative from one twelve (12) month period to another nor will pay in lieu of unused leave for bereavement is provided.

**Section D. Military Leave**

An employee granted military leave pursuant to Section 11.6 of the Personnel Rules shall not be granted additional compensation when such leaves extends beyond the employee's regularly scheduled workweek.

**Section E. Jury Duty**

An employee granted jury duty leave pursuant to Section 11.7 of the Personnel Rules shall not be granted additional compensation when such leave extends beyond the employee's regularly scheduled workweek.

**Section F. Training/Conference Leave**

When an employee is scheduled to attend a conference or training program Monday through Friday, his/her work hours will be 8:00am to 5:00pm Monday through Friday so there is no issue that he/she is eligible for overtime while attending the conference or training.

**Section G. Injury on Duty**

Any employee who is injured within the scope of employment with the City will receive workers' compensation benefits as provided under the California Labor Code. While any employee is on an injury on duty (TOD) status, his/her work hours will be consistent with their regular scheduled work shift, so there will not be an issue or conflict regarding said employee's eligibility for overtime while receiving treatment or keeping doctor's appointments.

**Industrial Injury Benefits**

This language shall supersede the language in City Personnel Rule Section 11.5 which applies to Non-Sworn/Miscellaneous employees. Said Personnel Rule language is superseded by this MOU provision and the applicable Personnel Rule language is null and void.

Any non-sworn (non-peace officer) employee injured in the course and scope of employment and whose injuries are subject to the Workers' Compensation laws of the State of California, shall be eligible to receive only those benefits provided to non-sworn (non-peace officer) employees by the Workers' Compensation laws.

## **ARTICLE VIII      POLICIES AND PROCEDURES**

### **Section A.      Written Warnings/Reprimands**

Written warnings/reprimands issued pursuant to Section 14 of the Personnel Rules and Regulations shall not be subject to advisory arbitration. The final step of administrative appeal shall be the Executive Team. An employee shall have the right to attach a written rebuttal to any written warning/reprimand placed in his/her personnel file.

A written warning/reprimand may be removed from an employee's personnel file, upon written request to and written approval from their department head, if lie/she has not been involved in any subsequent incidents that resulted in written corrective counseling or other management action for a period of five (5) years from the date the most recent notice was issued or management action taken.

### **Section B.      Layoff Policy**

The parties agree to continue the meet and confer process on the City's current Layoff Policy, contained in Section 13 of the Personnel Rules. Any language changes to the current Section will be submitted by the Association prior to the commencement of the meet and confer process.

Notwithstanding the language contained in Section 13 of the Personnel Rules, affected employees in the CEA will be entitled to a minimum of three (3). months health, dental and vision benefits paid for by the City, if a layoff takes place.

### **Section C.      Emergency Preparedness Policy**

The parties agree to continue the meet and confer process on the "Emergency Preparedness Policy", including specifics as to when bargaining unit members should respond before or after their normal work shift.

### **Section D.      Personnel Rules**

During the term of this agreement, both parties agree to meet and confer on the content and implementation of new and/or revised Personnel Rules and Regulations as needed.

### **Section E.      Labor/Management Committee**

The City agrees to maintain a labor/management committee for discussion of general issues of mutual concern to the City and the Association.



**Section F. Pre-Employment Drug and Alcohol Testing**

The parties agree that all new hires, effective the date this agreement is signed, will be subject to pre-employment alcohol and drug testing. Employment will be contingent upon the results of this testing.

**Section G. "Y" Rating**

"Y" rate exists when an employee's salary is frozen at the present level until such time as subsequent general salary increases catch up with or exceed the employee's salary at the "Y" rate. An employee receiving "Y" rate shall remain at "step Y" until such time as the position is assigned to a salary range in which the last step is equivalent to or higher than the "step Y". Such employee shall not receive salary adjustments until such time as "Step Y" is equivalent or less than Step 7 of the salary range of the employee's position.

**Section H. Salary Survey**

The City and Association agree, during the term of this MOU, to collect and compile salary survey data on classifications represented by the Association with respect to agencies comparable to Baldwin Park.

**ARTICLE IX GRIEVANCE PROCEDURE**

**Section 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 this City, are not within the scope of this procedure.

Section 15 of the Personnel Rules shall be modified by this agreement to provide the utilization of the grievance procedure for those employees who receive performance evaluations rated at the level of marginal and/or unsatisfactory. This amendment of Section 15 shall apply only to the members of the General Unit of Clerical Employees Association.

**Section B. Procedure**

**Informal Resolution**

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 any 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 supervisor. Within fifteen (15) calendar days 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. The immediate supervisor shall respond, in writing, within (7) calendar days of the discussion with the grievant. If the immediate supervisor does not respond within such time limit the grievant shall be entitled to process the grievance to the next step.

If the problem cannot be resolved between the employee and the supervisor, the employee may, within seven (7) calendar days from the date of receiving the answer from his/her supervisor, request and be granted an interview with the division head, if one exists, in order to discuss the grievance. The Division Head shall schedule an interview within (5) calendar days of the grievant's request. After the interview, the Division Head shall respond, in writing, within seven (7) calendar days of the interview with the Grievant, If the Division Head does not respond within such time limit the grievant shall be entitled to process the grievance to the next step.

If the division head and employee cannot reach a solution to the grievance, the employee may, within seven (7) calendar days from the date of receiving the answer from the division manager, request, in writing, and be granted an interview with the appointing authority. The appointing authority, or its representative, shall schedule an interview within five (5) calendar days of the grievant's request.

The appointing authority shall render his/her decision in writing within fifteen (15) calendar days of receiving the appeal. If the appointing authority and employee are unable to arrive at a satisfactory solution, the employee may, within ten (10) calendar days from the date of the decision by the appointing authority, submit a written appeal to the Executive Team.

The Executive Team shall review the grievance and respond to the employee within twenty (20) calendar days of receiving the appeal. The response shall be in writing and will be considered an expression of management's viewpoint and shall be the final administrative state of review.

If the time limits for employees' appeals at any step should elapse, the grievance shall be considered withdrawn. Time limits may be extended by mutual consent. If the City fails to respond within the prescribed time limits, the grievance will be deemed to have been denied and the employee may go to the next step. If the Executive Team fails to respond within the prescribed time limit, the grievance will be deemed to have been denied and the employee will be deemed to have exhausted his/her administrative remedy.

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. Employees shall be assured freedom from reprisal for using the grievance procedure.

#### Standard Grievance Form

The City and the Association agree to create, prepare and implement a standard grievance form for use by all affected classifications represented by the Association.

#### Grievance Mediation

Either the employee or the Association may request the grievance be submitted to mediation prior to a decision being issued by the Executive Team. Upon request to mediate the grievance, the City shall make the formal, written request for a mediator from the California State Mediation and Conciliation Service. The choice of a mediator must be approved by both the Association and City before mediation may begin.

If the employee or the Association requests that the grievance be submitted to mediation prior to a decision being issued by the Executive Team, then the employee and/or Association shall pay any costs associated with the mediation.

If the grievance was mediated and resolved, the mediator shall be requested to provide a written summary of the outcome; a description of the dispute and the resolution reached by the parties.

If the grievance was mediated and not resolved, the mediator shall be requested to render a written, advisory opinion letter to the Association and City within 15 calendar days of the final mediation session. This opinion is non-binding and is intended to advise the Association and City of the mediator's recommendation to settle the grievance.

### **ARTICLE X            AMERICANS WITH DISABILITIES ACT**

Because the ADA requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the parties agreed that the provisions of this agreement may be set aside in order for the City to avoid discrimination relating to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment,

The Association recognizes that the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in

working conditions. The Association will be notified of these proposed accommodations prior to implementation.

Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance procedure.

Prior to setting aside any provision of this agreement in order to undertake required accommodations for an individual protected by the Act, the City will provide the Association with written notice of its intent to set aside the provision, and will allow the Association the opportunity to discuss options to setting aside of any provision.

## **ARTICLE XI            DRUG AND ALCOHOL ABUSE POLICY**

### **Section A.     Purpose**

It is the purpose of this policy to eliminate substance abuse and its effects in the workplace and to ensure that employees are in a condition to perform their duties safely and efficiently, in the interests of their fellow workers and the public as well as themselves.

### **Section B.     Policy**

It is the City's policy that employees shall not be under the influence of or in possession of alcohol or drugs while on City property, at work locations, or while on duty; shall not utilize such substances when they have a reasonable expectation of call in for duty; shall not possess, provide or sell illegal drugs to any other employee or to any person while on duty; nor have their ability to work impaired as a result of the use of alcohol or drugs.

While use of medically prescribed medications and drugs is not per se a violation of this policy, the employee must notify his/her supervisor, before beginning work, when taking medications or drugs (including the possible effects of taking such medication and drugs) which could foreseeably interfere with the safe and effective performance of duties or operation of equipment, In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from their physician may be required.

The Association and the City specifically understand and agree that marijuana remains a Class I controlled substance under federal law. The parties further agree that despite the existence of conflicting state law, the City is entitled to discipline an employee who tests positive for marijuana on a drug test imposed pursuant to City policy, regulations, or federal/state law.

The City is committed to providing reasonable opportunity for rehabilitation for those employees whose drug or alcohol problem classifies them handicapped

under federal and/or state law. Persons whose use of drugs or alcohol prohibits them from performing the duties of their position, or whose use constitutes a direct threat to property or the safety of others, are not considered handicapped under federal or state law.

## **Section C. Application**

This policy applies to all employees of the City of Baldwin Park. This policy applies to alcohol and to all substances, drugs, or medications, legal or illegal, which could impair an employee's ability to effectively and safely perform the functions of the job.

Employee Responsibilities: An employee must:

1. Refrain from the use of, or possession of, illegal drugs, including marijuana or narcotics while on duty;
2. Not report to work while his/her ability to perform job duties is impaired due to alcohol or drug use;
3. Not possess or use alcohol or impairing drugs (illegal drugs, including marijuana and prescription drugs without a prescription) during working hours or at any time while on City property;
4. Not directly or through a third party sell or provide illegal drugs, including marijuana to any person, including any employee, while either employee or both employees are on duty;
5. Notify his/her supervisor, before beginning work, when having consumed alcohol or when taking any medications or drugs, including marijuana prescription or non-prescription, which may interfere with the safe and effective performance of duties or operation of equipment;
6. Report to their supervisor of any criminal drug statute conviction no later than five (5) days after such conviction;
7. Report to the supervisor when they have knowledge of objective evidence that other employees may be under the influence of drugs, including marijuana or alcohol or engaging in illegal drug related activities.

Employees who believe they may have an alcohol or drug usage problem are urged to voluntarily seek confidential assistance through their medical plans or through other resources available in their community. While the City will be supportive of those who seek help voluntarily, the City will be equally firm in

identifying and disciplining those who continue to be substance abusers and do not seek help.

#### Management Responsibilities

1. Managers and supervisors are responsible for reasonable enforcement of this policy.
2. Notify the affected contract/granting agency within ten (10) days after receiving notice of any conviction.
3. Prepare and distribute, to all employees, a summary of available benefits through the various health plans. Information to be distributed through the Personnel Services office.
4. To treat any cases where rehabilitation is recommended or already underway as a medical situation, subject to current medical leave policies.
5. To maintain strict confidentiality on all matters arising under the provision of this policy. Medical information, if necessitated, will be maintained by Personnel Services in separate, secured files. Information will only be shared where there is a bona fide "need to know" by management in instances where referrals, rehabilitation, medical leaves, work accommodation, discipline or other employment related decisions are affected.
6. As with all policies and procedures, any incident or situation requiring management attention is expected to be given thorough and deliberate consideration before any final action is taken, especially in disciplinary cases, Decisions made on such cases under this policy will be subject to review by an individual's department head, and Personnel/Risk Manager.

## **ARTICLE XII SMOKE FREE WORKPLACE**

Section 18, of the Personnel Rules and regulations, relating to smoking in the City workplace will be amended to read as follows:

### **Section A. Purpose**

The purpose of this policy is to set forth City Council direction in regard to smoking by City employees in City facilities and to encourage non-smoking by City employees in the workplace. This policy is necessary because such smoking is recognized as a hazard to the health of smokers and non-smokers alike.

All employees must be aware of the provisions of City Council Ordinance No. 1232 which prohibits smoking by anyone in and around City-owned premises and public parks and other recreational facilities.

City owned premises is defined as a building or site owned and occupied, or leased and occupied, by the City of Baldwin Park for any municipal function, and includes the entire site of the City-owned premises and all structures thereon. City owned premises shall not include any public sidewalk adjacent to the site of City-owned premises, nor any building owned in part by the Baldwin Park Successor Agency (formerly Redevelopment Agency) which is also partly owned by private individuals or Owner Participation Agreement. City-owned premises include, but are not limited to, City Hall, the City Yard, and the site occupied by the City Housing Authority.

Public Park means any park, roadside rest, or other site designated by the City of Baldwin Park for any recreational purpose which is owned, managed or controlled by the City, and includes the entire site of the public park, all structures thereon, and any public sidewalk adjacent to that site. Public park includes, but is not limited to, the Julia McNeill Senior Center, the Esther Snyder Community Center, Morgan Park, Barnes Park, Hilda Solis Park, Walnut Creek Nature Park, and the Baldwin Park Teen Center and Skate Park.

This policy governs all areas of city-owned buildings not considered to be public access areas and not therefore, governed by Ordinance No. 1232. These areas would include employee offices, rooms or hallways not normally open to the public, employee lounges, and kitchens, lunchrooms and employee break rooms, workstations, locker rooms, city vehicles and other common employee areas.

Smoke or Smoking is defined as the burning of any form of tobacco, in a pipe, cigar or cigarette or any other device used for the burning of tobacco or other similar combustible material, so that the person in possession thereof can inhale and exhale the smoke there from.. This definition specifically includes vaping, the use of electronic cigarettes, or any equivalents thereto.

Policy (This policy will supersede the policy effective September 7, 1989)

Effective January 1, 1995, smoking in all areas of City-owned buildings and City-owned vehicles, is prohibited. Should any dispute arise from this policy, it shall be directed to the Executive Team.

## **Section B. Procedure**

The Maintenance Division shall be responsible for posting and maintaining all signs in accordance with the standards approved by the Executive Team, Signs in private offices shall be the responsibility of the office occupant. "No smoking" signs shall be available from the Maintenance Division,

Those managers and supervisors closest to employee work sites are hereby charged with the implementation of and compliance with this policy. The Executive Team is ultimately responsible for such implementation and compliance.

The Human Resources Manager shall be responsible for updating this policy as necessary and communicating this policy to all employees.

No person shall discharge, discipline or in any manner retaliate against any employee because such employee exercises any rights afforded by this policy.

### **ARTICLE XIII LIMITED REOPENER**

The parties agree to a limited re-opener on non-economic work rules in June 2021, upon the request of either party.

### **ARTICLE XIV ME-TOO AGREEMENT**

If, during the course of this agreement, any other bargaining unit within the City of Baldwin Park receives a base pay cost of living increase or an increase in the City's contribution to medical benefits, that same increase shall be automatically extended to the Association.



IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year noted.

GENERAL UNIT OF CITY  
EMPLOYEES ASSOCIATION

CITY OF BALDWIN PARK

---

Michael Salas, Representative

---

Manuel Lozano, Mayor

---

Helen Hernandez, Representative

---

Date

---

Silvia Murillo, Representative

---

David Mortensen, Representative

**RESOLUTION NO. 2020-053**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK, APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BALDWIN PARK AND THE BALDWIN PARK CLASSIFIED CONFIDENTIAL EMPLOYEES ASSOCIATION (BPCCEA)**

**YEARS 2020- 2022**

**WHEREAS**, representatives of the City Council of the City of Baldwin Park have met and conferred with duly authorized representatives of the Baldwin Park Classified Confidential Employees Association (BPCCEA) to make equitable adjustments to wages and other terms and conditions of employment; and

**WHEREAS**, a Memorandum of Understanding prepared by said representatives has been presented to the City Council for consideration and approval; and

**WHEREAS**, a majority of the unit members from this group voted to approve the Memorandum of Understanding; and

**WHEREAS**, attached said report to this resolution as with the date, October 7, 2020 referred to as Exhibit A.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BALDWIN PARK DOES HEREBY RESOLVE AND ORDER AS FOLLOWS:**

**SECTION 1.** That this City Council does hereby approve and authorize the Mayor of the City of Baldwin Park to sign the "Memorandum of Understanding" the City of Baldwin Park and the Baldwin Park Classified Employees Association (BPCCEA); attached hereto as Exhibit B. The Memorandum of Understanding for employees represented by the Baldwin Park Classified Confidential Employees Association (BPCCEA) is hereby effective for the period from July 1, 2020, through June 30, 2022.

**PASSED, APPROVED, AND ADOPTED this 7thday of October, 2020.**

---

MANUEL LOZANO  
MAYOR

**ATTEST:**  
**STATE OF CALIFORNIA**  
**COUNTY OF LOS ANGELES**  
**CITY OF BALDWIN PARK** } **SS:**

I, Lourdes, Morales City Clerk of the City of Baldwin Park do hereby certify that the foregoing **Resolution No. 2020-053** was duly adopted by the City Council of the City of Baldwin Park at a regular meeting thereof held on **October7, 2020** and that the same was adopted by the following vote to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

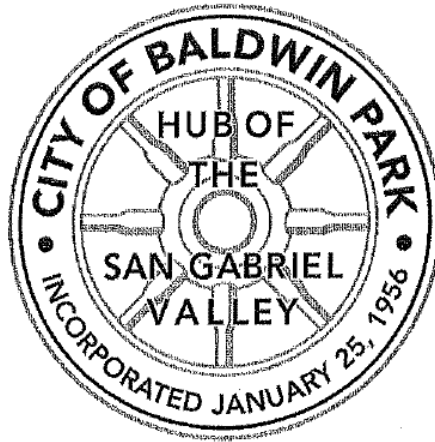
ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

---

Lourdes Morales  
CITY CLERK

**CITY OF BALDWIN PARK**  
**AND**  
**BALDWIN PARK CLASSIFIED**  
**CONFIDENTIAL EMPLOYEES**  
**ASSOCIATION (CCEA)**



**MEMORANDUM OF UNDERSTANDING**  
**JULY 1, 2020 THROUGH JUNE 30, 2022**

## **PREAMBLE**

The City of Baldwin Park, a municipal corporation, and the Baldwin Park Classified Confidential Employees Association, a recognized employee organization, have been meeting and conferring in good faith consistent with Section 3500 et seq., of the Government Code and have reached agreement as a result of such meetings.

## **ARTICLE I            SCOPE OF MEMORANDUM OF UNDERSTANDING**

It is the intent and purpose of the Memorandum to set forth mutually beneficial working and economic relations between the parties hereto and to provide an orderly and peaceful means of resolving any misunderstandings which may arise, and to set forth the total and complete understanding and agreement between the parties regarding wages, hours, and other terms and conditions of employment.

## **ARTICLE II            PARTIES AND RECOGNITION**

The Memorandum of Understanding is made and entered into between the Management representatives of the City of Baldwin Park, hereinafter referred to as the "City" and representatives of the Baldwin Park Classified Confidential Employees Association, hereinafter referred to as the "Association", a formally recognized exclusive representative of the general unit of City employees pursuant to the Meyers-Milias-Brown Act.

### **Section A.    Appropriate Unit**

The classifications covered by this unit are:

Executive Secretary  
Human Resources Analyst II  
Human Resources Technician

### **Section B.    Terms of Agreement**

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment and it is mutually agreed that this Memorandum of Understanding shall be effective July 1, 2020 and ending on June 30th, 2022.

### **Section C.    Separability Provision**

If any provision or the application of any provision of this agreement as implemented should be rendered or declared invalid by any final court action of competent jurisdiction, the remaining sections of this agreement shall remain in full force and effect for the duration of said agreement. In the event any section of this Memorandum is declared invalid, the City agrees to meet and confer with the Association regarding the impact or implementation of the court order.

### **Section D.    No Strikeout/Lockout Clause**

1. The Association, its officers, agents, representatives and/or members agree that during the term of this MOU they will not cause or condone any strike, walkout, slowdown, sickout, or any other job action withholding or refusing to perform services.
2. Any employee who participates in any conduct prohibited in part 1 above may be subject to disciplinary action up to and including discharge.
3. The City agrees that it will not lock out any employee at any time.
4. In the event that anyone or more officers, agents, representatives, or members of the Association engage in any of the conduct prohibited in part 1 above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this MOU and is unlawful and they must immediately cease engaging in conduct prohibited in part 1 above and return to work.

#### **Section E. Non-Discrimination**

The provisions of the Memorandum shall be applied equally to all employees without unlawful discrimination as to age, gender, marital status, race, color, ancestry, religious creed, national origin, political affiliation or (when the nature of work permits) physical handicap. Any violation of this by the recognized employee organization shall also be subject to immediate correction and possible loss of recognition.

All references to employees in this Memorandum designate all genders, and whenever one gender is used it shall be construed to include both, where appropriate.

#### **Section F. Full Understanding, Modification, and Waiver**

It is intended that this agreement sets forth the full and entire understanding of the parties regarding matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are superseded or terminated in their entirety.

Except as specifically provided herein; it is agreed and understood that both parties voluntarily and unqualifiedly waive their right, and agree that the other party shall not be required to negotiate with respect to any subject or matter covered herein during the term of this agreement. Nothing contained herein shall preclude the parties from mutually agreeing to meet and confer.

Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the City Council.

The waiver of any breach, term and or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

### **ARTICLE III      ASSOCIATION RIGHTS**

#### **Section A.      General**

##### **Dues Deduction**

A.      The City shall deduct Association membership dues and any other agreed-upon payroll deductions to the extent permitted by law from the pay of each member employee in accordance with the procedures set forth herein.

1.      At the direction of a recognized employee organization, the City may deduct dues from the paychecks of consenting members of the organization. Employees shall communicate their requests to begin or cancel membership deductions to the recognized employee organization, and the organization shall inform the City. Dues paying bargaining unit members who have affirmatively consented to or authorized dues deductions shall be entitled to have dues deducted by signing and filing with the Association an authorization form provided by the Association. The Association will notify the City of the employee name and amount of dues to be withheld. The dues deduction form currently in use may continue to be utilized by the Association.

2.      The City agrees to direct each member employee to the Association with regard to any questions or concerns related to membership dues or any other mutually agreed payroll deduction.

3.      The Association is responsible for providing the City with timely information regarding changes to member employees' dues and any other lawful Association related payroll deductions.

4.      Dues withheld by the City shall be transmitted monthly to the Association officer designated in writing by the Association as the person authorized to receive the funds, at the address specified.

5.      If dues deduction would result in a negative balance for an employee, the dues will not be withheld, and the Association will be notified.

6.      The Association shall refund to the City any amounts paid to it in error upon presentation of supporting evidence. The City will pay to the Association any amounts which were not deducted in accordance with the procedures prescribed in this Section.

B.      The City shall make payroll deductions in reliance on the Association's certification that the Association has and will maintain an authorization signed by each member employee who affirmatively consents to pay Association membership dues. Similarly, the City shall only cancel or modify membership dues or any other mutually agreed payroll deduction for any member employee in reliance on information provided by the Association to the extent permitted by law.

C. The City shall not request the Association to provide a copy of any member employee's authorization unless a dispute arises about the existence or terms of the authorization.

D. The Association shall indemnify, defend, protect and hold harmless the City and its elected and appointed officials, officers, employees, officers and agents (collectively hereafter the "Indemnitees") from and against any and all claims, liabilities, losses, damages, fines, penalties, claims, demands, suits, actions, causes of action, judgments, costs, and expenses arising from the application of this section, including, but not limited to, any claims made by bargaining unit employees for the return of membership dues deductions the City made in reliance on the Association's certification, and any claims made by any bargaining unit employees for any deduction cancellation or modification the City made in reliance on the information provided by the Association.

Leave without Pay/Temporary Assignment Out of Unit

Employees temporarily assigned out of the unit shall be excused from paying dues.

**Section B. Association Representatives**

1. The Association may designate one officer, board member and representative, who shall be permitted to assist bargaining unit members in the investigation, processing and presentation of grievances, disciplinary actions, the meet and confer process and all activity necessary to facilitate the efficient resolution of any labor-management dispute.
2. The Association shall notify the City in writing of the names of board members, officers, and representatives who are authorized to represent the employees in the bargaining unit.
3. The City agrees to grant reasonable access to employee work locations of officially designated representatives for the purpose of processing grievances in accordance with this Memorandum of Understanding. Each representative, upon notification to his/her immediate supervisor, may be permitted to leave his/her regular work location during work hours, for reasonable periods of time to perform the following functions with pay:
  - a. To represent to a supervisor, a request for a grievance which the representative has been requested by any employee, or group of employees, to present to such a supervisor.
  - b. Investigate any request for adjustment of grievance in the representative's division and present such request for adjustment to the supervisor of the employee who initiated the grievance request.
  - c. Attend meetings with management when the representative's presence is necessary to present the grievance for adjustment.



4. No representative shall leave his/her job or area of assignment while his/her presence is necessary for the safe and effective operation of his/her job; the determination to be made by the representative's immediate supervisor or appointing authority.
5. Each representative shall report to his/her supervisor the time leaving his/her work location to perform such duties as set forth herein. The representative shall report to the supervisor immediately upon completion of these duties.
6. When the presence of a representative is desired by an employee, or group of employees, for the presentation, investigation, and/or adjustment of a grievance and/or dispute, the employee or group of employees shall make a request to their immediate supervisor. The supervisor shall arrange for a representative to be present as soon as possible, consistent with safe and efficient operating requirements.
7. Prior to entering any area in the fulfillment of their duties set forth herein, the representative shall notify the supervisor of that area of his/her presence and the reason for his/her business in that area.
8. The City agrees that the representative shall not be hindered, coerced, restrained or interfered with in the performance of their duties and responsibilities provided in the Memorandum of Understanding.
9. The Association and the employer agree hereto that each will cooperate with the other and reduce to a minimum the actual time spent by representatives in the performance of their duties under this Memorandum of Understanding.

## **ARTICLE IV      MANAGEMENT RIGHTS**

### **Section A.      General**

All management rights and functions, except those which are clearly and expressly limited in this Memorandum of Understanding, shall remain vested exclusively in the City. It is expressly recognized merely by way of illustration and not by way of limitation that such rights and functions include, but are not limited to:

1. Manage the City
2. Schedule work hours
3. Establish, modify, or change work schedules or standards
4. Institute changes in procedures
5. Direct the work force, including the right to hire, promote, demote, transfer, suspend, discipline, or discharge any employee

6. Determine the location of any new facilities, buildings, departments, divisions, or subdivisions thereof, and the relocation, sale, leasing, or closing of facilities, departments, or subdivisions thereof
7. Determine services to be rendered
8. Determine the layout of buildings and equipment and materials to be used therein
9. Determine processes, techniques, methods, and means of performing work
10. Determine the size and characteristics of the work force
11. Determine financial policy including accounting procedures
12. Determine the administrative organization of the system
13. Determine the process of selection, promotion, or transfer of employees
14. Determine the allocation and assignment of work to employees
15. Determine policy affecting the selection of new employees
16. Determine the establishment of quality and quantity standards and the judgment of quality and quantity of work required
17. Determine administration of discipline
18. Determine control and use of City property, materials and equipment
19. Schedule work periods and determine the number and duration of work periods
20. Establish, modify, eliminate or enforce rules and regulations
21. Place work with outside firms
22. Determine the methods and means by which such operations are to be conducted
23. Require employees, where necessary, to take in-service training courses during work hours
24. Determine duties to be included in any new and/or vacant job classification
25. Determine the necessity of overtime and the amount of overtime required
26. Take any necessary action to carry out the mission of the City in cases of an emergency
27. Prescribe a uniform dress to be worn by designated employees

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the City, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this contract, and then only to the extent such specific and express terms are in conformance with law.

Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the above described rights of the City is not subject to the grievance provision unless any such dispute is otherwise grievable under another Article of this agreement.

Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the exercise of management's rights shall impact on employees in the bargaining unit, the City

agrees to meet and confer with representatives of the Association, upon request by the Association, regarding the impact of the exercise of such rights, unless the matter of the exercise of such rights is provided for in this Memorandum of Understanding or in Personnel Rules and Salary Resolutions.

## **ARTICLE V                    COMPENSATION AND SALARIES**

### **Section A.    Retirement**

#### **Employees Hired Before January 1, 2013**

The City contracts with the State of California Public Employees Retirement System (CalPERS) for the classifications contained in this agreement. The plan shall include the following options:

1.     2.7% @ 55 retirement formula (Government Code §21354.4);
2.     Single highest year final compensation (Government Code §20042);
3.     Military service credit as public service option (Government Code §21024);
4.     1959 Survivors Benefit Level I for which each employee contributes ninety-three cents (\$.93) per pay period (Government Code §21571);
5.     Pre-Retirement Death Benefits to continue after remarriage of survivor (Government Code §21551);
6.     2% Annual Cost of Living Allowance (Government Code §21329)
7.     The City agrees to contract with CalPERS to include 1959 Survivors Benefit Level IV
8.     \$500 Retired Death Benefit

The City will pay 100% of the employer's contribution to the CalPERS retirement program and provide retirement benefits as currently specified under the City's contract with the California Public Employees' Retirement System.

In accordance with City Resolution 2015-094, effective October 25, 2015, employees will pay 100% of the employee's member contribution to the California Public Employees Retirement System (CalPERS). All such employee contributions shall be deposited in the member's retirement account.

#### **New CalPERS Members Hired On or After January 1, 2013**

The City contracts with the State of California Public Employees Retirement System (CalPERS) for the classifications contained in this agreement. The plan shall include the following options:

1.     2% at 62 formula (Government Code §7522.20);
2.     Three (3) year average final compensation period (Government Code §20037);
3.     Pre-Retirement Death Benefits to continue after remarriage of survivor (Government Code §21551);
4.     Military Service Credit as Public Service (Government Code §21024)

5. 1959 Survivors Benefit Level I for which each employee contributes ninety-three cents (\$.93) per pay period (Government Code §21571);
6. 2% Annual Cost of Living Allowance (Government Code §21329);
7. Employees will pay 50% of the normal cost, currently 6.25% member contribution to CalPERS;
8. The City agrees to contract with CalPERS to include 1959 Survivors Benefit Level IV
9. \$500 Retired Death Benefit

## **Section B. Salaries**

The City adopted a Seven Step Compensation Plan (5% between steps), which is made a part hereof, and is on file with the Human Resources/ Risk Manager or their designated representative(s) in the Human Resources Department. Such Compensation Plan may be amended or revised at the discretion of the City Council subject to the meet and confer process.

No cost of living increases shall be provided to all represented employees of this Association for the 2020/21 or 2021/22 contract years.

Exceptions to the above are summarized in the Me-Too Clause Provision.

### **Bilingual Pay**

The City shall pay an additional \$100.00 per month to a person who is capable of speaking reading and writing and/or interpreting the languages of Spanish, Cantonese, Mandarin, Japanese, Vietnamese, Tagalog, and American Sign Language, when the City deems those language skills to be operationally necessary or beneficial to the City. Determination of capability shall be made by qualifying tests established by the City. Only those individuals who score at the level of "Good" or better will be eligible for bilingual pay.

## **Section C. Tuition Reimbursement**

Section 2.8 of the City's Personnel Rules and Regulations shall be amended to provide that the tuition reimbursement described therein shall allow for reimbursement eligibility for full time employees who have passed original probation shall be in the amount not to exceed \$1,500 per fiscal year.

Personnel Rules §2.8 shall be concurrently amended to provide that tuition reimbursement shall be allowed only for courses provided by an accredited college or university and in a field of study reasonably related to the employee's duties and which are deemed appropriate by the Executive Team.

Effective January 1, 2018, the maximum amount of tuition reimbursement shall be increased to \$2,000 per fiscal year.

## **ARTICLE VI**

## **BENEFITS**

### **Section A. Health Benefits/Cafeteria Plan**

#### **Medical and Dental**

The City will contribute to each employee in the bargaining group a sum not to exceed \$950.00 per month towards benefits as detailed in this section.

The employee is required to maintain a minimum coverage for him/herself in a plan of their choice unless the employee can show proof that they have adequate health insurance coverage through another source. In instances where the employee's medical insurance premium is less than the City's monthly allowance, such employee will have an option to have the excess monies placed towards an existing benefit program. These options include:

1. Placement in a City provided health insurance plan for two (2) party or family coverage.
2. Placement in a City provided dental plan for self, two (2) party or family coverage
3. Placement spread over a combination of the options listed above.
4. Elect to receive any excess monies in cash, which will be considered as taxable income, or
5. Elect to place the excess cash monies in a City provided deferred compensation program.

Effective the first pay period that includes January 1, 2018, the maximum amount of monies that are eligible for cash out shall be capped at \$950 per month.

Effective the first pay period that includes December 1, 2017, the City's contribution to medical and dental premiums shall be increased to \$1050 per month.

Effective the first pay period that includes December 1, 2018, the City's contribution to medical and dental premiums shall be increased to \$1100 per month.

Effective the first pay period that includes December 1, 2019, the City's contribution to medical and dental premiums shall be increased to \$1200 per month.

#### **Vision Plan Coverage**

The City will provide a vision plan to all affected employees and will contribute up to a maximum premium cost of \$34.05 per month. Any premium increase in excess of \$34.05 per month shall be absorbed by the employee.

**Section B. Life Insurance**

The City shall provide a \$50,000 term life and AD&D insurance for each employee.

**Section C. Short Term/Long Term Disability**

The City will pay 100% of the employee's premium towards a short term & long-term disability program as provided by the City of Baldwin Park.

The Short-Term Disability Insurance Plan provides benefits commencing on the 31st day of non-work-related injury or illness, and employees will be eligible to receive cash benefit of 66.67% of their weekly salary up to \$1,871 for up to 22 weeks.

The Long Term Disability Insurance Plan provides a cash benefit of 66.67% of your monthly salary up to \$8,100, starting 180 days after you are out of work and continuing up to age 65 or Social Security Normal Retirement Age (SSNRA), whichever is later.

**Section D. Deferred Compensation**

The City currently offers one (1) established deferred compensation provider to its employees. Deferred compensation is a voluntary program wherein employees may elect to allocate salary to the City's 457 plans on a pre-tax basis in accordance with the provisions of the plan. Effective upon ratification of this contract, the City shall contribute \$100.00 per month into a City sponsored deferred compensation plan. Prior to any changes in the current program/providers, the City agrees to meet in good faith with the CCEA as part of the meet and confer process.

**Section E. Child Care**

The City's Before and After School Care (Latch Key) Program shall provide same privileges to employees as residents of Baldwin Park. Section 125 Plan is available for employee's use.

Employees Hired Before July 1, 2015

For all employees hired prior to July 1, 2015, if upon retirement the employee enrolls in the City's CalPERS medical care plan, the City will pay the minimum employer contribution to CalPERS that is required by Government Code section 22892. In addition, the City will also pay into the retiree's individual health reimbursement account, or similar reimbursement plan, an amount equal to the difference of the City's minimum employer contribution required by Government Code section 22892 and the premium cost for retiree-only coverage in the retiree's chosen medical plan.

### Employees Hired On or After July 1, 2015

For all employees hired on or after July 1, 2015, if upon retirement the employee enrolls in the City's CalPERS medical care plan, the City will pay the minimum employer contribution to CalPERS that is required by Government Code section 22892. In addition, the City will make a contribution to the retiree's individual health reimbursement account, or similar reimbursement plan, based upon the employee's years of service to the City as follows:

|                                   |                                                                                                                                                         |
|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6 to 10 full years of service:    | 20% of the premium cost for retiree-only coverage in the retiree's chosen medical plan, less the City's minimum employer contribution paid to CalPERS.  |
| 1 to 15 full years of service:    | 40% of the premium cost for retiree only coverage in the retiree's chosen medical plan, less the City's minimum employer contribution paid to CalPERS.  |
| 16 to 20 full years of service:   | 60% of the premium cost for retiree-only coverage in the retiree's chosen medical plan, less the City's minimum employer contribution paid to CalPERS.  |
| 21 to 25 full years of service:   | 80% of the premium cost for retiree-only coverage in the retiree's chosen medical plan, less the City's minimum employer contribution paid to CalPERS.  |
| 26 full years of service or more: | 100% of the premium cost for retiree-only coverage in the retiree's chosen medical plan, less the City's minimum employer contribution paid to CalPERS. |

City and Association agree to promptly meet and confer regarding this item. City agrees that it shall not impose terms related to this item.

## **HOURS**

### **Section F. Work Period**

The work period for all employees within the bargaining group shall be seven (7) days in length commencing on Sunday, at 12:01 a.m.

## **Section G. Hours of Work**

Employees assigned to a 4/10 work week shall work Monday through Thursday 7:30 a.m. to 6:00 p.m.

## **Section H. Workday**

Employees working the 4/10 shall have a standard workday consisting of ten and one-half (10 1/2) hours with nine hours and fifty minutes of work time and forty (40) minutes as a non-paid unrestricted meal period. Meal periods shall be in accordance with department administrative guidelines.

Employees working the 4/10 will be provided with two (2) ten (10) minute rest breaks during the day, one each approximately at the midpoint of each one-half workday. Rest time is not cumulative beyond the scheduled workday within which the break period occurs, nor may it be used to extend lunch or shorten the workday.

### Alternative Work Schedules

The City agrees to implement a 4/10 plan for all employees assigned to City Hall.

The Association recognizes that the City may, at its sole discretion, end the 4/10 plan at any time. The termination of such 4/10 plan is not subject to the grievance process or any other administrative review. The Association recognizes that the 4/10 plan is not a vested right in any manner, and that the termination of such 4/10 plan is not subject to the grievance process or any other administrative review.

The parties have agreed that although the City shall have an unrestricted management right to terminate any of the work schedules described in the MOU, implementation of that management right shall result in the City engaging the meet and confer process as to the effects of exercising its management rights.

## **Section I. Overtime, Compensatory Time and Administrative Leave**

Overtime:

Positions in this unit that are not designated as FLSA-exempt are eligible for overtime and will receive overtime pay or earn compensatory time in compliance with FLSA regulations at the rate of 1.5 times the employee's base hourly salary for authorized hours worked in excess of 40 in a 7-day work week. Positions that do not meet the standards for FLSA-exemption and are therefore eligible to receive overtime are: Executive Secretary, Personnel (Human Resources) Technicians.

In determining an employee's eligibility for overtime compensation or accrual of compensatory time in a work period, paid leaves of absences and unpaid leaves of



absences shall be excluded from the total hours worked. Paid leave of absences includes, but is not limited to, the following:

|                    |                                   |
|--------------------|-----------------------------------|
| Vacation           | Holiday Leave                     |
| Jury Duty          | Administrative Leave              |
| Bereavement Leave  | Sick Leave                        |
| Military Leave     | Workers' Compensation Leave (IOD) |
| Compensatory Leave |                                   |

All overtime requests must have the prior written authorization of a supervisor prior to the commencement of such overtime work. Where prior written authorization is not feasible, explicit verbal authorization must be obtained. Where verbal authorization is obtained, written authorization must be obtained as soon thereafter as practicable. Dispatched calls beyond the end of duty time are considered as authorized.

An employee's failure to obtain prior written approval, or explicit verbal authorization followed by written authorization, will result in the denial of the overtime request.

#### Administrative Leave:

Exempt positions: Positions in this unit that are designated as FLSA-exempt will not receive overtime. In recognition of this exemption, employees in ELSA-exempt administrative positions will be provided forty (40) hours of Administrative Leave on the first pay period of the fiscal year. The position that meets the standards and is designated as ELSA-exempt is: Human Resources Analyst II.

Unused administrative leave time balances at the end of each fiscal year, June 30, will be paid during the following month of July with said time being calculated at their then straight time hourly rate.

Non-exempt positions: Employees appointed to non-exempt confidential positions before 07/01/17 will accrue thirty (30) hours of Administrative Leave at the beginning of every fiscal year only while they hold the non-exempt confidential position. They will not continue to accrue the leave when they transfer or separate from said non-exempt confidential positions. Employees appointed to non-exempt confidential positions after 07/01/17 will not accrue Administrative Leave.

Unused administrative leave balances accrued by non-exempt confidential positions will not carry-over to the next fiscal year, and not be subject to any cash out whatsoever.

#### Compensatory Time

In lieu of receiving cash payment for hours worked in excess of forty (40) hours during the seven (7) day work period, an employee in a non-exempt position may

elect the option of earning compensatory time, and shall have a cap of eighty (80) hours placed on the accrual of compensatory time off.

The times during which an employee may take his/her compensatory time shall be approved by the department head with due regard for the wishes of the employee and for the needs of the service.

#### **Payout Provision**

On or before December 31 of each year, an employee shall reduce his/her accrued compensatory time bank to forty (40) hours or less. Any time in excess of forty (40) hours shall be paid at the employee's current straight time rate unless advance, written approval of the employee's department head and the Chief Executive Officer is obtained to carry over all or part of the excess of forty (40) hours.

Upon separation from City service, an employee shall be compensated for all accrued compensatory time of eighty (80) hours or less at his/her straight time hourly base rate.

### **Section J. Holidays**

The City shall observe the following holidays:

New Year's Day- January 1st  
President's Day- The third Monday in February  
Memorial Day- The last Monday in May  
Independence Day-July 4th  
Labor Day- The first Monday in September  
Veteran's Day- November 11th  
Thanksgiving Day- The fourth Thursday in November  
The Friday following the fourth Thursday in November (5/40 & 9/80 schedules only)  
Christmas Eve- December 24th  
Christmas Day- December 25th

#### **Employees assigned to a 4/10 Work Schedule**

If any of the foregoing holidays falls on a Friday or a Saturday, the holiday will not be observed on the preceding Wednesday or Thursday. If any of the holidays fall on a Sunday, the Monday following is the holiday in lieu thereof.

On January 1 of each year, each affected employee will be credited with ten (10) hours of leave for observance of Martin Luther King Day and ten (10) hours leave, for a total of twenty (20) hours.

City Hall Closure 2017:

There will be a one-time closure of City Hall on December 25-29, 2017. The provided holiday hours for Christmas Eve and Christmas Day will be applied to December 25 & 26, 2017 respectively.

The City will provide an additional 20 hours of holiday time for use on December 27 & 28, 2017 only. Exceptions may be made at Supervisor's discretion for the 20 hours to be used in pay periods 2 & 3 (ending January 27, 2018) if the employee is unable to use the additional holiday hours on the specified dates due to work assignments. The additional 20 hours of holiday time will not be accrued or cashed out under any circumstances.

## **Section K. Holiday Bank**

At the beginning of each calendar year, the City will determine how many of the above stated set holidays fall on a Friday and/or Saturday. An employee will be credited with an equivalent number of hours of holiday time ("holiday bank"). The above stated Floating Holidays will also be credited to the "holiday bank".

The above times during which an employee may take his/her holiday bank hours shall be approved by the department head with due regard for the wishes of the employee and for the needs of service. This leave shall be used in increments of the employee's work schedule, e.g. 8, 9, 10, or 12 hours. Employees may also be permitted to take holiday leave in hourly increments. Employees may accumulate up to a maximum of one hundred (100) hours of holiday bank time.

### **Payout**

If an employee, because of business necessity, is not able to utilize excess accrued holiday bank hours, upon written request to, and approval of the department head, an employee may be paid for any excess hours over their maximum holiday bank hours accrual. Each January 1, such excess hours will be removed from the employee's holiday bank hours accrual, calculated at their then straight time hourly rate and placed in a holiday hours bank to be paid no later than June 30 of the same year.

If an employee separates employment from the City, and has used holiday bank time prior to the occurrence of the actual holiday, he/she will have his/her vacation leave and/or final paycheck reduced to reflect the excess holiday bank time used.

If an employee separates employment from the City and has not used any eligible accrued holiday bank time, he/she will be paid for such eligible holiday bank time at his/her straight time rate.

## **ARTICLE VII      LEAVES**

### **Section A.      Sick Leave**

Every full-time employee represented by this agreement shall accrue sick leave beginning the first full pay period of employment at the rate of 3.693 hours for each pay period of service completed with the City.

#### **Incentive Program**

Each eligible employee shall elect their maximum sick leave hours accrual. Dependent upon the total number of currently accrued sick leave hours, the maximum sick leave hours accrual may be set at 300 hours, 600 hours or 900 hours. If an eligible employee wishes to elect a maximum sick leave accrual level that is at a higher level than their closest currently accrued sick leave hours, they may do so. The maximum accrual elected by the eligible employee will be irrevocable.

Once the election is made by the employee, such excess hours will be removed from the employee's sick leave hours accrual, calculated at their then straight time hourly rate and placed into a sick leave hours bank to be paid at 75% of the total value, with the timing and methods of payment to be determined by the City.

When an employee's service with the City is terminated for any reason, no compensation shall be paid for the unused sick leave hours accrual bank.

### **Section B.      Vacation**

Employees will be entitled to utilize accrued vacation leave after completion of six (6) months continuous employment with the City. Employees may be eligible to utilize accrued vacation leave at an earlier time, upon written request to and approval of their department head.

The times during which an employee may take his/her vacation leave shall be determined by the department head with due regard for the wishes of the employee and for the needs of the service.

Employees shall, each calendar year, be required to take a minimum of forty (40) consecutive hours vacation leave. In addition, an employee may, with approval of the department head use vacation leave in lesser increments during the calendar year.

Employees may accumulate up to a maximum of two (2) vacation periods in any one calendar year for the purpose of a vacation leave with approval of the department head. A vacation period is defined as the maximum amount of vacation leave accrued by an employee in any calendar year.

Effective July 3, 2005, the maximum accrual of vacation leave that may be accumulated shall be as follows:

1. Employees having less than five (5) years of employment (vacation accrual = 96 hours per year), the maximum amount of vacation that may be accumulated shall be 192 hours.
2. Employees having more than five (5) years but less than ten (10) years of employment (vacation accrual = 120 hours per year), the maximum amount of vacation that may be accumulated shall be 240 hours.
3. Employees having more than ten (10) years but less than fifteen (15) years of employment (vacation accrual = 144 hours per year), the maximum amount of vacation that may be accumulated shall be 288 hours.
4. Employees having more than fifteen (15) years but less than twenty (20) years of employment (vacation accrual = 168 hours per year), the maximum amount of vacation that may be accumulated shall be 336 hours.
5. Employees having more than twenty (20) years of employment (vacation accrual = 192 hours per year), the maximum amount of vacation that may be accumulated shall be 384 hours.

If an employee, because of business necessity, is not able to utilize excess accrued vacation hours, upon written request to, and approval of the department head, an employee will be given an extension in order to take his/her vacation. In cases where the employee forfeits vacation leave time at the request of the City, upon approval of the Chief Executive Officer or designated representative(s), said employee shall be compensated for forfeited vacation leave time at the employee's current rate of pay. It is the employee's responsibility to schedule vacation time well in advance to avoid forfeiting his or her vacation or to avoid any conflicts.

Employees will be notified on a quarterly basis of their current and potential maximum vacation hours accrual for the calendar year to assist them in the reduction of excess accrued vacation hours.

In the event a legal holiday falls during a vacation leave, such holiday shall not be charged as vacation leave, and the vacation leave shall be extended or credited accordingly.

Employees who separate from the service of the City shall be eligible to receive compensation for all unused, accrued vacation leave.

## **Section C. Bereavement Leave**

Each affected employee in the covered classifications shall receive the equivalent of their workweek per incident, as needed, because of a death in their immediate family.

Immediate family shall mean and include only:

Employee's: spouse, children, brothers, sisters, parents, grandparents, stepchildren, foster children, grandchildren, and State registered domestic partners.

Spouse's: Parents, and grandparents

Said time will not be cumulative from one twelve (12) month period to another nor will pay in lieu of unused leave for bereavement is provided.

**Section D. Military Leave**

An employee granted military leave pursuant to Section 11.6 of the Personnel Rules shall not be granted additional compensation when such leaves extends beyond the employee's regularly scheduled workweek.

**Section E. Jury Duty**

An employee granted jury duty leave pursuant to Section 11.7 of the Personnel Rules shall not be granted additional compensation when such leave extends beyond the employee's regularly scheduled workweek.

**Section F. Training/Conference Leave**

When an employee is scheduled to attend a conference or training program Monday through Friday, his/her work hours will be 8:00 a.m. to 5:00 p.m. Monday through Friday so there is no issue that he/she is eligible for overtime while attending the conference or training.

**Section G. Injury on Duty**

Any employee who is injured within the scope of employment with the City will receive workers' compensation benefits as provided under the California Labor Code. While any employee is on an injury on duty (IOD) status, his/her work hours will be consistent with their regular scheduled work shift, so there will not be an issue or conflict regarding said employee's eligibility for overtime while receiving treatment or keeping doctor's appointments.

**Industrial Injury Benefits**

This language shall supersede the language in City Personnel Rule Section 11.5 which applies to Non-Sworn/Miscellaneous employees. Said Personnel Rule language is superseded by this MOU provision and the applicable Personnel Rule language is null and void.

Any non-sworn (non-peace officer) employee injured in the course and scope of employment and whose injuries are subject to the Workers' Compensation laws of

the State of California, shall be eligible to receive only those benefits provided to non-sworn (non-peace officer) employees by the Workers' Compensation laws.

## **ARTICLE VIII**

## **POLICIES AND PROCEDURES**

### **Section A. Written Warnings/Reprimands**

Written warnings/reprimands issued pursuant to Section 14 of the Personnel Rules and Regulations shall not be subject to advisory arbitration. The final step of administrative appeal shall be the Executive Team. An employee shall have the right to attach a written rebuttal to any written warning/reprimand placed in his/her personnel file.

A written warning/reprimand may be removed from an employee's personnel file, upon written request to and written approval from their department head, if he/she has not been involved in any subsequent incidents that resulted in written corrective counseling or other management action for a period of five (5) years from the date the most recent notice was issued or management action taken.

### **Section B. Layoff Policy**

The parties agree to continue the meet and confer process on the City's current Layoff Policy, contained in Section 13 of the Personnel Rules. Any language changes to the current Section will be submitted by the Association prior to the commencement of the meet and confer process.

Notwithstanding the language contained in Section 13 of the Personnel Rules, affected employees in the CCEA will be entitled to a minimum of three (3) months health, dental and vision benefits paid for by the City, if a layoff takes place.

### **Section C. Emergency Preparedness Policy**

The parties agree to continue the meet and confer process on the "Emergency Preparedness Policy", including specifics as to when bargaining unit Members should respond before or after their normal work shift.

### **Section D. Personnel Rules**

During the term of this agreement, both parties agree to meet and confer on the content and implementation of new and/or revised Personnel Rules and Regulations as needed.

### **Section E. Labor/Management Committee**

The City agrees to maintain a labor/management committee for discussion of general issues of mutual concern to the City and the Association.

**Section F. Pre-Employment Drug and Alcohol Testing**

The parties agree that all new hires, effective the date this agreement is signed, will be subject to pre-employment alcohol and drug testing. Employment will be contingent upon the results of this testing.

**Section G. "Y" Rating**

"Y" rate exists when an employee's salary is frozen at the present level until such time as subsequent general salary increases catch up with or exceed the employee's salary at the "Y" rate. An employee receiving "Y" rate shall remain at "step Y" until such time as the position is assigned to a salary range in which the last step is equivalent to or higher than the "step Y". Such employee shall not receive salary adjustments until such time as "Step Y" is equivalent or less than Step 7 of the salary range of the employee's position.

**Section H. Salary Survey**

The City and Association agree, during the term of this MOU, to collect and compile salary survey data on classifications represented by the Association with respect to agencies comparable to Baldwin Park.

**ARTICLE IX GRIEVANCE PROCEDURE**

**Section 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 this City, are not within the scope of this procedure.

Section 15 of the Personnel Rules shall be modified by this agreement to provide the utilization of the grievance procedure for those employees who receive performance evaluations rated at the level of marginal and/or unsatisfactory. This amendment of Section 15 shall apply only to the members of the General Unit of Clerical Employees Association.

**Section B. Procedure**

**Informal Resolution**

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 any 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 supervisor. Within fifteen (15) calendar days 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. The immediate supervisor shall respond, in writing, within (7) calendar days of the discussion with the grievant. If the immediate supervisor does not respond within such time limit the grievant shall be entitled to process the grievance to the next step.

If the problem cannot be resolved between the employee and the supervisor, the employee may, within seven (7) calendar days from the date of receiving the answer from his/her supervisor, request and be granted an interview with the division head, if one exists, in order to discuss the grievance. The Division Head shall schedule an interview within (5) calendar days of the grievant's request. After the interview, the Division Head shall respond, in writing, within seven (7) calendar days of the interview with the Grievant. If the Division Head does not respond within such time limit the grievant shall be entitled to process the grievance to the next step.

If the division head and employee cannot reach a solution to the grievance, the employee may, within seven (7) calendar days from the date of receiving the answer from the division manager, request, in writing, and be granted an interview with the appointing authority. The appointing authority, or its representative, shall schedule an interview within five (5) calendar days of the grievant's request.

The appointing authority shall render his/her decision in writing within fifteen (15) calendar days of receiving the appeal. If the appointing authority and employee are unable to arrive at a satisfactory solution, the employee may, within ten (10) calendar days from the date of the decision by the appointing authority, submit a written appeal to the Executive Team.

The Executive Team shall review the grievance and respond to the employee within twenty (20) calendar days of receiving the appeal. The response shall be in writing and will be considered an expression of management's viewpoint and shall be the final administrative state of review.

If the time limits for employees' appeals at any step should elapse, the grievance shall be considered withdrawn. Time limits may be extended by mutual consent. If the City fails to respond within the prescribed time limits, the grievance will be deemed to have been denied and the employee may go to the next step. If the Executive Team fails to respond within the prescribed time limit, the grievance will be deemed to have been denied and the employee will be deemed to have exhausted his/her administrative remedy.

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. Employees shall be assured freedom from reprisal for using the grievance procedure.

#### Standard Grievance Form

The City and the Association agree to create, prepare and implement a standard grievance form for use by all affected classifications represented by the Association.

#### Grievance Mediation

Either the employee or the Association may request the grievance be submitted to mediation prior to a decision being issued by the Executive Team. Upon request to mediate the grievance, the City shall make the formal, written request for a mediator from the California State Mediation and Conciliation Service. The choice of a mediator must be approved by both the Association and City before mediation may begin.

If the employee or the Association requests that the grievance be submitted to mediation prior to a decision being issued by the Executive Team, then the employee and/or Association shall pay any costs associated with the mediation.

If the grievance was mediated and resolved, the mediator shall be requested to provide a written summary of the outcome; a description of the dispute and the resolution reached by the parties.

If the grievance was mediated and not resolved, the mediator shall be requested to render a written, advisory opinion letter to the Association and City within 15 calendar days of the final mediation session. This opinion is non-binding and is intended to advise the Association and City of the mediator's recommendation to settle the grievance.

### **ARTICLE X            AMERICANS WITH DISABILITIES ACT**

Because the ADA requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the parties agreed that the provisions of this agreement may be set aside in order for the City to avoid discrimination relating to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

The Association recognizes that the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. The Association will be notified of these proposed accommodations prior to implementation.

Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance procedure.

Prior to setting aside any provision of this agreement in order to undertake required accommodations for an individual protected by the Act, the City will provide the Association with written notice of its intent to set aside the provision, and will allow the Association the opportunity to discuss options to setting aside of any provision.

## **ARTICLE XI      **DRUG AND ALCOHOL ABUSE POLICY****

### **Section A.      Purpose**

It is the purpose of this policy to eliminate substance abuse and its effects in the workplace and to ensure that employees are in a condition to perform their duties safely and efficiently, in the interests of their fellow workers and the public as well as themselves.

### **Section B.      Policy**

It is the City's policy that employees shall not be under the influence of or in possession of alcohol or drugs while on City property, at work locations, or while on duty; shall not utilize such substances when they have a reasonable expectation of call in for duty; shall not possess, provide or sell illegal drugs to any other employee or to any person while on duty; nor have their ability to work impaired as a result of the use of alcohol or drugs.

While use of medically prescribed medications and drugs is not per se a violation of this policy, the employee must notify his/her supervisor, before beginning work, when taking medications or drugs (including the possible effects of taking such medication and drugs) which could foreseeably interfere with the safe and effective performance of duties or operation of equipment. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from their physician may be required.

The Association and the City specifically understand and agree that marijuana remains a Class 1 controlled substance under federal law. The parties further agree that despite the existence of conflicting state law, the City is entitled to discipline an employee who tests positive for marijuana on a drug test imposed pursuant to City policy, regulations, or federal/state law.

The City is committed to providing reasonable opportunity for rehabilitation for those employees whose drug or alcohol problem classifies them handicapped under federal and/or state law. Persons whose use of drugs or alcohol prohibits them from performing the duties of their position, or whose use constitutes a direct threat to property or the safety of others, are not considered handicapped under federal or state law.

### **Section C.      Application**

This policy applies to all employees of the City of Baldwin Park. This policy applies to alcohol and to all substances, drugs, or medications, legal or. illegal, which could impair an employee's ability to effectively and safely perform the functions of the job.

Employee Responsibilities: An employee must:

1. Refrain from the use of, or possession of, illegal drugs, including marijuana or narcotics while on duty;
2. Not report to work while his/her ability to perform job duties is impaired due to alcohol or drug use;
3. Not possess or use alcohol or impairing drugs (illegal drugs, including marijuana and prescription drugs without a prescription) during working hours or at any time while on City property;
4. Not directly or through a third party sell or provide illegal drugs, including marijuana to any person, including any employee, while either employee or both employees are on duty;
5. Notify his/her supervisor, before beginning work, when having consumed alcohol or when taking any medications or drugs, including marijuana, prescription or non-prescription, which may interfere with the safe and effective performance of duties or operation of equipment;
6. Report to their supervisor of any criminal drug statute conviction no later than five (5) days after such conviction;
7. Report to the supervisor when they have knowledge of objective evidence that other employees may be under the influence of drugs, including marijuana or alcohol or engaging in illegal drug related activities.

Employees who believe they may have an alcohol or drug usage problem are urged to voluntarily seek confidential assistance through their medical plans or through other resources available in their community. While the City will be supportive of those who seek help voluntarily, the City will be equally firm in identifying and disciplining those who continue to be substance abusers and do not seek help.

Management Responsibilities:

1. Managers and supervisors are responsible for reasonable enforcement of this policy.
2. Notify the affected contract/granting agency within ten (10) days after receiving notice of any conviction.

3. Prepare and distribute to all employees, a summary of available benefits through the various health plans. Information to be distributed through the Personnel Services office.
4. To treat any cases where rehabilitation is recommended or already underway as a medical situation, subject to current medical leave policies.
5. To maintain strict confidentiality on all matters arising under the provision of this policy. Medical information, if necessitated, will be maintained by Personnel Services in separate, secured files. Information will only be shared where there is a bona fide "need to know" by management in instances where referrals, rehabilitation, medical leaves, work accommodation, discipline or other employment related decisions are affected.
6. As with all policies and procedures, any incident or situation requiring management attention is expected to be given thorough and deliberate consideration before any final action is taken, especially in disciplinary cases. Decisions made on such cases under this policy will be subject to review by an individual's department head, and Personnel/Risk Manager.

## **ARTICLE XII      SMOKE FREE WORKPLACE**

Section 18, of the Personnel Rules and regulations, relating to smoking in the City workplace will be amended to read as follows:

### **Section A.      Purpose**

The purpose of this policy is to set forth City Council direction in regard to smoking by City employees in City facilities and to encourage non-smoking by City employees in the workplace. This policy is necessary because such smoking is recognized as a hazard to the health of smokers and non-smokers alike.

All employees must be aware of the provisions of City Council Ordinance No. 1232 which prohibits smoking by anyone in and around City-owned premises and public parks and other recreational facilities.

City owned premises is defined as a building or site owned and occupied, or leased and occupied, by the City of Baldwin Park for any municipal function, and includes the entire site of the City-owned premises and all structures thereon. City owned premises shall not include any public sidewalk adjacent to the site of City-owned premises, nor any building owned in part by the Baldwin Park Redevelopment Agency which is also partly owned by a private individuals or Owner Participation Agreement. City-owned premises include, but are not limited to, City Hall, the City Yard, and the site occupied by the City Housing Authority.

Public Park means any park, roadside rest, or other site designated by the City of Baldwin Park for any recreational purpose which is owned, managed or controlled

by the City, and includes the entire site of the public park, all structures thereon, and any public sidewalk adjacent to that site. Public park includes, but is not limited to, the Julia McNeill Senior Center, the Esther Snyder Community Center, Morgan Park, Barnes Park, Hilda Solis Park, Walnut Creek Nature Park, and the Baldwin Park Teen Center and Skate Park.

This policy governs all areas of city-owned buildings not considered to be public access areas and not therefore, governed by Ordinance No. 1232. These areas would include employee offices, rooms or hallways not normally open to the public, employee lounges, and kitchens, lunchrooms and employee break rooms, workstations, locker rooms, city vehicles and other common employee areas.

Smoke or Smoking is defined as the burning of any form of tobacco, in a pipe, cigar or cigarette or any other device used for the burning of tobacco or other similar combustible material, so that the person in possession thereof can inhale and exhale the smoke there from. This definition specifically includes vaping, the use of electronic cigarettes, or any equivalents thereto.

Policy (This policy will supersede the policy effective September 7, 1989)

Effective January 1, 1995, smoking in all areas of City-owned buildings and City-owned vehicles, is prohibited. Should any dispute arise from this policy, it shall be directed to the Executive Team.

## **Section B. Procedure**

The Maintenance Division shall be responsible for posting and maintaining all signs in accordance with the standards approved by the Executive Team. Signs in private offices shall be the responsibility of the office occupant. "No smoking" signs shall be available from the Maintenance Division.

Those managers and supervisors closest to employee work sites are hereby charged with the implementation of and compliance with this policy. The Executive Team is ultimately responsible for such implementation and compliance.

The Human Resources Manager shall be responsible for updating this policy as necessary and communicating this policy to all employees.

No person shall discharge, discipline or in any manner retaliate against any employee because such employee exercises any rights afforded by this policy.

## **ARTICLE XIII LIMITED REOPENER**

The parties agree to a limited re-opener on non-economic work rules in June 2021, upon the request of either party.

#### **ARTICLE XIV ME-TOO AGREEMENT**

If, during the course of this agreement, any other bargaining unit within the City of Baldwin Park receives a base pay cost of living increase or an increase in the City's contribution to medical benefits, that same increase shall be automatically extended to the Association.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year noted.



# STAFF REPORT



**TO:** Honorable Mayor and Members of the City Council

**FROM:** Shannon Yauchzee, Chief Executive Officer  
Laura J. Thomas, Human Resources/Risk Manager

**DATE:** October 7, 2020

**SUBJECT:** Ratify and Adopt Resolutions Approving the Memorandum of Understanding Between the City of Baldwin Park and the Baldwin Park Police Association (BPPA); the Baldwin Park Police Management Employees Association (BPMEA); and Approve the Executive & Unclassified Benefits Matrix

---

## **SUMMARY**

This report seeks City Council consideration and adoption of Resolutions approving the Memorandum of Understanding (MOU) between the City of Baldwin Park and the Baldwin Park Police Association (BPPA); Police Management Employees Association (BPMEA); and approve the Executive & Unclassified Benefits Matrix, effective July 1, 2020 through June 30, 2021.

## **RECOMMENDATION**

Staff recommends that the City Council approve, ratify and adopt:

1. Resolution No. 2020-047 approving the MOU with the Baldwin Park Police Association (BPPA); and
2. Resolution No. 2020-048 approving the MOU with the Baldwin Park Management Employees Association (BPMEA); and
3. Resolution No. 2020-049 approving the Executive & Unclassified Benefits Matrix, effective July 1, 2020 through June 30, 2021.

## **FISCAL IMPACT**

The MOU's and Executive & Unclassified Benefits Matrix schedule are structured and will be implemented over a one year period effective July 1, 2020. There are no cost of living raises or major benefit increases for the term. There is no negative fiscal impact to the General Fund Budget. The PMEA MOU will implement the cost savings as outlined in the previous reorganization. All listed groups have agreed to cap retiree medical for future employees to the PERS minimum, thus saving the City future costs and reducing the unfunded obligation.

## **BACKGROUND**

Per the City Council's direction, staff met and conferred with representatives of the Baldwin Park Police Association (BPPA) and Police Management Employees Association (BPMEA). As approved by the City Council, the negotiation process has been concluded and a majority of the members of the subject bargaining group ratified the proposed changes in the respective Memorandum of Understandings.

Upon adoption of Resolution Nos. 2020-047, 2020-048, 2020-049 respectively, the MOU with the Baldwin Park Police Association (BPPA) and the Baldwin Park Police Management Employees

Association (BMEA) will implement the terms and conditions of employment through and including June 30, 2021, as negotiated.

### **ALTERNATIVES**

Council may choose to provide staff alternatives or direct staff to negotiate further. This would likely require the item to be held over and discussed again in Closed Session. However, this is not recommended as the bargaining unit and the City have tentatively agreed upon these provisions.

### **LEGAL REVIEW**

This report has been reviewed and approved by the City Attorney as to legal form and content.

### **ATTACHMENTS**

1. Resolution No. 2020-047 with attached BPPA Memorandum of Understanding
2. Resolution No. 2020-048 with attached BPMEA Memorandum of Understanding
3. Resolution No. 2020-049 with attached Executive & Unclassified Benefits Matrix

**RESOLUTION NO. 2020-047**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF BALDWIN PARK, APPROVING THE  
MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF BALDWIN PARK AND THE BALDWIN  
PARK POLICE ASSOCIATION (BPPA)**

**YEARS 2020 - 2021**

**WHEREAS**, representatives of the City Council of the City of Baldwin Park have met and conferred with duly authorized representatives of the Baldwin Park Police Association (BPPA) to make equitable adjustments to wages and other terms and conditions of employment; and

**WHEREAS**, a Memorandum of Understanding prepared by said representatives has been presented to the City Council for consideration and approval; and

**WHEREAS**, a majority of the unit members from this group voted to approve the Memorandum of Understanding; and

**WHEREAS**, attached said report to this resolution as with the date, October 7, 2020 referred to as Exhibit B.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BALDWIN PARK  
DOES HEREBY RESOLVE AND ORDER AS FOLLOWS:**

**SECTION 1.** That this City Council does hereby approve and authorize the Mayor of the City of Baldwin Park to sign the "Memorandum of Understanding" between the City of Baldwin Park and the Baldwin Park Police Association (BPPA), attached hereto as Exhibit A. The Memorandum of Understanding for employees represented by the Baldwin Park Police Association (BPAA) is hereby effective for the period from July 1, 2020, through June 30, 2021.

**PASSED, APPROVED, AND ADOPTED this 7th day of October 7, 2020.**

---

MANUEL LOZANO  
MAYOR

**ATTEST:**

**STATE OF CALIFORNIA**  
**COUNTY OF LOS ANGELES**  
**CITY OF BALDWIN PARK** } **SS:**

I, Lourdes, Morales City Clerk of the City of Baldwin Park do hereby certify that the foregoing **Resolution No. 2020-047** was duly adopted by the City Council of the City of Baldwin Park at a regular meeting thereof held on **October 7, 2020** and that the same was adopted by the following vote to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

---

Lourdes Morales  
CHIEF DEPUTY CITY CLERK

CITY OF BALDWIN PARK MEMORANDUM OF UNDERSTANDING  
JULY 1, 2020 THROUGH AND INCLUDING JUNE 30, 2021  
BY AND BETWEEN THE BALDWIN PARK POLICE ASSOCIATION AND THE CITY OF  
BALDWIN PARK

This Memorandum of Understanding has been prepared pursuant to Government Code Sections 3500 through 3510 as amended, which is generally referred to as the Meyers-Milias-Brown Act.

This Memorandum of Understanding has been developed as a result of the requests of the Baldwin Park Police Association. This Memorandum of Understanding is subject to the approval of the City Council of the City of Baldwin Park and will be placed into effect upon the adoption of the necessary ordinances and resolutions by the City Council, if acceptable to them, in accordance with the terms and conditions hereinafter set forth.

The parties agree that the provisions contained herein shall be subject to all applicable laws and cover the period of July 1, 2020 through June 30, 2021, unless otherwise provided. The effective date of changes in all matters within the scope of representation set forth herein, are as specified in the particular MOU sections.

## **Section 1: Rights and Recognition**

### **Recognition:**

The City hereby recognizes the Baldwin Park Police Association, as the representative of the employee's representation unit consisting of the classifications set forth in the appropriate salary schedules.

### **Management Rights:**

All management rights and functions except those, which are clearly and expressly limited in this Memorandum of Understanding, shall remain vested exclusively in the City. It is expressly recognized merely by way of illustration and not by way of limitation that such rights and functions include, but are not limited to:

1. Manage the City.
2. Schedule working hours.
3. Establish, modify or change work schedules or standards.
4. Institute changes in procedures.
5. Direct the work force, including the right to hire, promote, demote, transfer, suspend, discipline or discharge any employee.

6. Determine the location of any new facilities, buildings, departments, divisions, or subdivisions thereof, and the relocation, sale, leasing or closing of facilities, departments, divisions or subdivisions thereof
7. Determine services to be rendered.
8. Determine the layout of buildings and equipment and materials to be used therein.
9. Determine processes, techniques, methods, and means of performing work.
10. Determine the size, character and use of inventories.
11. Determine a financial policy including an accounting procedure.
12. Determine the administrative organization of the system.
13. Determine selection, promotion or transfer of employees.
14. Determine the size and characteristics of the work force.
15. Determine the allocation and assignment of work to employees.
16. Determine policy affecting the selection of new employees.
17. Determine the establishment of quality and quantity standards and the judgment of quality and quantity of work required.
18. Determine administration of discipline.
19. Determine control and use of City property, materials and equipment.
20. Schedule work periods and determine the number and duration of work periods.
21. Establish, modify, eliminate or enforce rules and regulations.
22. Place work with outside firms.
23. Determine the kinds and numbers of personnel necessary.
24. Determine the methods and means by which such operations are to be conducted.
25. Require employees, where necessary, to take in-service training courses during working hours.
26. Determine duties to be included in any job classification.
27. Determine the necessity of overtime and the amount of overtime required.

28. Take any necessary action to carry out the mission of the City in cases of an emergency.
29. Prescribe a uniform dress to be worn by designated employees.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this contract, and then only to the extent such specific and express terms are in conformance with law.

Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the above-described rights is not subject to the grievance provision unless such dispute is otherwise grievable under another Article of this agreement.

Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the exercise of management's rights shall impact on employees of the bargaining unit, the City agrees to meet and confer with representatives of the Association, upon request by the Association, regarding the impact of the exercise of such rights, unless the matter of the exercise of such rights is provided for in this Memorandum of Understanding or in the Personnel Rules and/or Salary Resolutions.

#### **Dues Deduction:**

A. The City shall deduct Association membership dues and any other agreed-upon payroll deductions to the extent permitted by law from the pay of each member employee in accordance with the procedures set forth herein.

1. Employees shall communicate their requests to begin or cancel membership deductions to the recognized employee organization, and the organization shall inform the City. Dues paying bargaining unit members who have affirmatively consented to or authorized dues deductions shall be entitled to have dues deducted by signing and filing with the Association an authorization form provided by the Association. The Association will notify the City of the employee name and amount of dues to be withheld. The dues deduction form currently in use may continue to be utilized by the Association.
2. The City agrees to direct each member employee to the Association with regard to any questions or concerns related to membership dues or any other mutually agreed payroll deduction.
3. The Association is responsible for providing the City with timely information regarding changes to member employees' dues and any other lawful Association related payroll deductions.

4. Dues withheld by the City shall be transmitted monthly to the Association officer designated in writing by the Association as the person authorized to receive the funds, at the address specified.

5. If dues deduction would result in a negative balance for an employee, the dues will not be withheld and the Association will be notified.

6. The Association shall refund to the City any amounts paid to it in error upon presentation of supporting evidence. The City will pay to the Association any amounts which were not deducted in accordance with the procedures prescribed in this Section.

B. The City shall make payroll deductions in reliance on the Association's certification that the Association has and will maintain an authorization signed by each member employee who affirmatively consents to pay Association membership dues. Similarly, the City shall only cancel or modify membership dues or any other mutually agreed payroll deduction for any member employee in reliance on information provided by the Association to the extent permitted by law.

C. The City shall not request the Association to provide a copy of any member employee's authorization unless a dispute arises about the existence or terms of the authorization.

D. The Association shall indemnify, defend, protect and hold harmless the City and its elected and appointed officials, officers, employees, officers and agents (collectively hereafter the "Indemnitees") from and against any and all claims, liabilities, losses, damages, fines, penalties, claims, demands, suits, actions, causes of action, judgments, costs, and expenses arising from the application of this section, including, but not limited to, any claims made by bargaining unit employees for the return of membership dues deductions the City made in reliance on the Association's certification, and any claims made by any bargaining unit employees for any deduction cancellation or modification the City made in reliance on the information provided by the Association.

### **Savings Clause:**

This Memorandum of Understanding and Personnel Rules are subject to all applicable Federal, State and City laws, ordinances, resolutions and any lawful rules and regulations enacted by the City Council. If any part or provision of this Memorandum of Understanding or Personnel Rules is in conflict or inconsistent with such applicable provisions of Federal, State or City laws, ordinances, resolutions, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of this Memorandum of Understanding or Personnel Rules shall not be affected thereby. The parties shall enter the Meet and Confer process immediately for the purpose of arriving at a mutually satisfactory replacement of such part or provision.



**Peaceful Performance:**

Apart from and in addition to existing legal restrictions upon work stoppages, the Association hereby agrees that neither it nor its officers, agents or representatives shall incite, encourage, or participate in any strike, walkout, slow-down, speed-up, sick-out, or other work action for any cause or dispute whatsoever, either with the City or with any other person or organization, including compliance with the request of other labor organizations to engage in such activities. In the event of work stoppage as enumerated above, the Association, its officers, agents and representatives shall do everything within their power to end or avert the same. Violation hereof will subject violator to legal and equitable judicial relief.

Any employee engaged in or assisting any work stoppage as enumerated above, or refusing to perform duly assigned services in violation of this Article, shall be subject to discipline up to and including termination.

It is understood that violation of this Article by the Association will warrant the withdrawal of any rights, privileges or services provided for in this Agreement and/or legal action by the City for redress and/or damages. It is understood that the City may not withdraw recognition of the Association under this Article.

**Maintenance of Existing Benefits:**

Except as provided herein, there shall be no change in wages, hours, or economic benefits presently enjoyed by affected employees by virtue of entering into this Memorandum of Understanding.

**Full Understanding, Modification, and Waiver:**

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreement by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Except as specifically provided herein, it is agreed and understood that both parties voluntarily and unqualifiedly waive their right, and agree that the other party shall not be required to negotiate with respect to any subject or matter covered herein during the term of this Agreement. Nothing contained herein shall preclude the parties from mutually agreeing to meet and confer regarding any issue arising during the term of this Agreement.

Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the City Council.

The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.



## **Section 2 - Direct Wage Payments**

Eligibility to receive any retroactive salary payment(s) or other retroactive compensation provided for in this Section 2 or in any section of this Memorandum of Understanding shall be conditioned upon the affected unit member being employed by the City on the date that the retroactive payment is distributed. Said requirement is consistent with the agreement and understanding of the parties that any and all retroactive payments provided for herein are not intended as compensation for past services rendered.

### **Salary - Sworn Employees:**

The unadjusted base salary (the salary rate set forth in the City salary matrices - the rates without adjustment for bonuses or any other benefits) rates for classifications designated as Sworn Employees shall not be increased for the contract year 2020/21. Further, no cost of living increase shall be provided for the contract year 2020/21.

### **Longevity Pay - Sworn Employees:**

Effective the first full pay period after ratification by both parties, the City shall pay each sworn employee, including lateral officers, a monthly longevity payment based upon the employee's years of full time continuous law enforcement service, as set forth below:

- 10-14 years of full time service shall entitle the employee to \$158 per month; or
- 15-19 years of full time service shall entitle the employee to \$315 per month; or
- 20-24 years of full time service shall entitle the employee to \$470 per month; or
- 25 or more years of full time service shall entitle the employee to \$675 per month.

A sworn employee may earn a longevity payment in the amount commensurate with the employee's completed years of full time service as set forth above provided that the employee shall not be entitled to collect more than one longevity payment at any one time. An employee's longevity payment shall not increase the employee's unadjusted base salary. Instead, the longevity payment will be added to the employee's unadjusted base salary after any subsequent COLA or percentage increase to the employee's unadjusted base salary.

### **Salary - Non-Sworn Employees:**

The unadjusted base salary (the salary rate set forth in the City salary matrices - the rates without adjustment for bonuses or any other benefits) rates for classifications designated as Non-Sworn Employees shall not be increased for the contract year 2020/21. Further, no cost of living increase shall be provided for the contract year 2020/21.

**Longevity Pay — Non-Sworn Employees:**

Effective the first full pay period after ratification by both parties, the City shall pay each non-sworn employee, including laterals, a monthly longevity payment based upon the employee's years of full time continuous law enforcement service, as set forth below:

- 10-14 years of full time service shall entitle the employee to \$100 per month; or
- 15-19 years of full time service shall entitle the employee to \$200 per month; or
- 20-24 years of full time service shall entitle the employee to \$300 per month; or
- 25 or more years of full time service shall entitle the employee to \$400 per month.

**Salary Re-Opener Clause:**

The City retains the right to reopen the meet and confer process for the purpose of salary issues only, should the Federal government, State government or County government change and/or divert revenues that would cause the City's unrestricted revenues to fall significantly below the City's stated projected unrestricted revenues and impact the overall ability of the City to maintain service levels at the then current level.

## **Section 3 - Insurance/Supplemental Wage Payments**

### **Health Benefits/Cafeteria Plan- Sworn Employees:**

The health plan coverage term, annual premium rates and PEMHCA employer contribution amounts, as determined by CalPERS, run from January 1st through December 31st of each calendar year. The City shall pay the monthly cost of the employer's minimum contribution as required by Government Code §22892. Effective the first full pay period after ratification by both parties, the City will contribute an additional amount in excess of the employer contribution amount toward the following expenses. The sum of the minimum contribution and the additional amount shall not exceed \$1,400.00 per month.

Employees may opt-out of enrollment in the City's CalPERS medical plan only upon proof of enrollment in another group health insurance plan.

Employees may use cafeteria funds for any of the following options:

1. Premium cost for enrollment in City provided health insurance plan for self, two (2) party, or family coverage
2. Premium cost for enrollment in a City provided dental plan for self, two (2) party, or family coverage.
3. Premium cost for vision care in excess of what the City provides.
4. Election to receive funds in cash, which will be treated as taxable income. Such "cash out" shall not exceed \$1,200 per month.
5. Any combination of the foregoing options.

Any premium in excess of the City's monthly maximum contribution shall be paid by the employee via payroll deductions.

### **Non-Sworn:**

The health plan coverage term, annual premium rates and PEMHCA employer contribution amounts, as determined by CalPERS, run from January 1st through December 31st of each calendar year. The City shall pay the monthly cost of the employer's minimum contribution as required by Government Code §22892. Effective the first full pay period after ratification by both parties, the City will contribute an additional amount in excess of the employer contribution amount toward the following expenses. The sum of the minimum contribution and the additional amount shall not exceed \$1,400.00 per month.

Employees may opt-out of enrollment in the City's CalPERS medical plan only upon proof of enrollment in another group health insurance plan.

Employees may use cafeteria funds for any of the following options:

1. Premium cost for enrollment in City provided health insurance plan for self, two (2) party, or family coverage; and/or
2. Premium cost for enrollment in a City provided dental plan for self, two (2) party, or family coverage; and/or
3. Premium cost for vision care in excess of what the City provides; and/or
4. Election to receive funds in cash, which will be treated as taxable income. Such "cash out" shall not exceed \$1,200 per month.
5. Any combination of the foregoing options.

Any premium in excess of the City's monthly maximum contribution shall be paid by the employee via payroll deductions.

**Vision Plan:**

The City will provide a vision plan to all affected employees, effective May 1, 1993, and will contribute up to a maximum premium cost of \$32.12 per month. If the premium exceeds this amount, then the employee shall be responsible to pay the difference in excess of \$32.12.

**Life Insurance:**

Effective January 1, 2009, or as soon as reasonably possible thereafter, the City will fund term life insurance in the face amount of \$50,000.00.

**Long-Term Disability:**

The City will provide each employee with long-term disability insurance coverage as set forth in the plan on file in the Personnel Services Office. Effective May 1, 1993, affected employees will be eligible to receive benefits commencing on the 31st day of non-work-related injury or illness, and employees will be eligible to receive a maximum benefit of 66 2/3% of their current base salary up to a maximum of \$8100 per month.

**Retiree Health Benefit Plan for Employees Hired Before July 1, 2020:**

For all employees hired prior to July 1, 2020, if upon retirement from the City, the employee enrolls in the City's CalPERS medical care plan, the City will pay the minimum employer contribution to CalPERS that is required by Government Code Section 22892(b). In addition, the City will also pay into the retiree's individual health reimbursement account, or similar reimbursement plan, an amount equal to the difference of the City's minimum employer contribution required by Government Code section 22892(b) and the premium cost for retiree-only coverage in the retiree's chosen medical plan.

**Retiree Health Benefit Plan for Employees Hired on or After July 1, 2020:**

For all employees hired on or after July 1, 2020, if upon retirement from the City, the employee enrolls in the City's CalPERS medical care plan, the City will pay only the

minimum employer contribution to CalPERS that is required by Government Code section 22892(b).

### **Retirement and Deferred Compensation - Non-Sworn Employees:**

On July 1, 2005, the City amended the City's contract with the Public Employees' Retirement System (PERS) to provide benefits at the 2.7% at 55 formula for the Local Miscellaneous Employees and to incorporate employee shared participation towards the contributions of said retirement benefit. The employee's shared participation of contributions shall be implemented as follows:

Effective July 1, 2006, Non-Sworn Employees pay 5% and the City pays 1.766% increase to normal cost (difference between 2% @ 55 and 2.7% @ 55 retirement formulas) of their base salary.

Effective June 30, 2004, the City shall contribute 1% of each non-sworn employee's unadjusted bi-weekly base salary into a City sponsored deferred compensation plan. Commencing on July 1, 2015, the City shall increase this contribution from 1% to 2%.

Effective as soon as reasonably practical and consistent with CalPERS documentary requirements, the City shall amend its contract with CalPERS to provide for Level V of the 1959 Survivor's Benefit, conditioned upon said amendment resulting in no increased CalPERS City contribution rate or other CalPERS cost and/or no decrease in the City's CalPERS account value.

### **Retirement — Sworn Employees:**

The Employee will pay 100% of the employee's nine percent (9%) contribution to the P.E.R.S. retirement program and provide retirement benefits at the 3% at 50 formula as currently specified under the City's contract with the Public Employees' Retirement System. All such employee contributions shall be deposited in the member's retirement account.

Effective as soon as reasonably practical and consistent with CalPERS documentary requirements, the City shall amend its contract with CalPERS to provide for Level V of the 1959 Survivor's Benefit, conditioned upon said amendment resulting in no increased CalPERS City contribution rate or other CalPERS cost and/or no decrease in the City's CalPERS account value.

## **Section 3.2: Supplemental Wage Payments:**

### **Bilingual Pay:**

Effective the first payroll period after ratification by both parties, the City shall pay one hundred fifty dollars (\$150.00) per month to a person who is capable of speaking, reading, writing and/or interpreting the languages of Spanish, Cantonese, Mandarin, Japanese, Vietnamese, Tagalog, and American Sign Language, when the City

determines those language skills to be operationally necessary or beneficial to the City. Qualifying tests established by the City shall make the determination of capability.

### **Specialty Assignments:**

Sworn and Non-Sworn employees shall be selected for, and be removed from, assignments by the Chief of Police at his/her discretion. Employees shall not acquire vested property rights in those special assignments or the pay attached thereto. The Chief of Police reserves the right to schedule hours of assigned personnel as he/she deems necessary.

### **Specialty Assignment Pay-Sworn Employees:**

Effective the first payroll period after ratification by both parties a Sworn employee who possesses the appropriate POST certification, and who is assigned to any one of the following assignments, shall receive Specialty Assignment Pay in the amount of \$300.00 per month (or a pro-rata share thereof). Both POST certification and acceptance of the assignment are necessary conditions for receiving Specialty Assignment Pay.

- Canine Officer
- Detective
- Detective Sergeant
- Field Training Officer
- Training Sergeant
- Motorcycle Officer
- Traffic Sergeant
- Juvenile Resource Officer
- Helicopter Observer Officer
- Gang Investigator
- Gang Investigator Supervisor
- SWAT/C NT
- CSO Sgt/Officer (1)
- Range Master (1)
- First Aid/Medic/EMT (2)
- Force Training Officer (3)



Provided that no employee shall receive Specialty Assignment Pay for more than two assignments, regardless of the number of such specialty assignments to which the employee is assigned.

An employee's Specialty Assignment Pay shall not increase the employee's unadjusted base salary. Instead, the Specialty Assignment Pay will be added to the employee's unadjusted base salary after any percentage increase to the employee's unadjusted base salary.

During the term of this MOU:

- No more than one (1) employee at a time shall be paid for the assignment to the positions of "CSO Sgt/Officer" and "Range Master;" and
- No more than two (2) employees at a time shall be paid for the assignment to the position of "First Aid/Medic/EMT;" and
- No more than three (3) employees at a time shall be paid for the assignment to the position of "Force Training Officer."

#### **Specialty Assignment Pay-Non-Sworn Employees:**

Effective the first full pay period after ratification by both parties, assignment and proof of certification, non-sworn employees performing jail searches may receive \$150 per month. Specialty Assignment Pay for jail searches as assigned by the Police Chief. Employees must first obtain the proper certification to qualify.

Effective the first full pay period after ratification by both parties, non-sworn employees who have worked as a Dispatcher for more than 15 years of continuous full-time service with the City will receive \$300 a month pay.

Effective the first full pay period after ratification by both parties, non-sworn employees who are assigned to a Detective Bureau Secretary assignment will receive \$150 per month.

#### **Training Pay- Non-Sworn Employees:**

Effective the first payroll period after ratification by both parties, and submission of proof of certification to the City, a Non-Sworn employee who possesses the appropriate POST certification, and who is assigned by a supervisor to train other personnel in duties consistent with that certification, shall receive Training Pay as follows.

Employees who have been employed with the City for fewer than ten (10) years shall receive Training Pay in the amount of one hundred fifty dollars (\$150.00) per month, for a period not to exceed four months. Employees who have been employed with the City for ten years and one day or longer shall also receive Training Pay in the amount of two hundred dollars per month, for a period not to exceed four months.

Both POST certification and acceptance of the assignment are necessary conditions for receiving Training Pay. An employee must perform training duties for at least one full pay period in order to receive Training Pay.

The following non-sworn positions will be eligible for training pay:

- Dispatch Trainer (2)
- Records Trainer (2)
- Parking Enforcement Trainer (1)

An employee's Training Pay shall not increase the employee's unadjusted base salary. Instead, the Training Pay will be added to the employee's unadjusted base salary after any percentage increase to the employee's unadjusted base salary.

No employee shall receive Training Pay for more than four months; however, the Chief of Police may authorize an additional two (2) months in any fiscal year upon a showing of need for such additional training.

During the term of this MOU:

- No more than one (1) employee at a time shall be assigned to the positions of "Parking Enforcement Trainer" and "Detective Bureau Secretary;" and
- No more than two (2) employees at a time shall be assigned to the position of "Dispatch Trainer;" and
- No more than two (2) employees at a time shall be assigned to the position of "Records Trainer."
- No more than (4) employees at a time shall be assigned to receive jail search pay

### **Canine Assignment:**

By and through the Association, the canine handlers agree that the amount of monthly time reasonably necessary to provide for the care and maintenance of their animals and their vehicles is 28 hours. Accordingly, each affected canine handler shall be credited with 28 hours worked as full time spent in the care and maintenance of their animals and vehicles. Effective the first payroll period after ratification by both parties, said hours shall be compensated at the rate of 1.5 times the base rate hourly pay.

The City, its canine officers, and the Association understand and agree that this additional compensation is intended to compensate canine officers for all off-duty hours spent caring, grooming, feeding and otherwise maintaining their canine and canine unit, in compliance with the FLSA and interpretive cases and rulings.

The parties acknowledge that the FLSA, which governs the entitlement to compensation for canine duties, entitles the parties to agree to a reasonable number of hours permonth for the performance of off duty canine duties. The hours derived at in this

agreement were determined after an actual inquiry of the officers assigned in the canine special assignment as addressed by *Leever v. City of Carson City*, 360 F.3d 1014 (9th Cir. 2004). It is the intent of the parties through the provisions of this section to fully comply with the requirements of the FLSA. In addition, both parties believe that this section of the MOU does comply with the requirements of the FLSA.

### **Motorcycle Assignment:**

By and through the Association, those unit members assigned to motorcycle duty agree that the amount of monthly time reasonably necessary to provide for the cleaning and maintenance of their assigned motorcycle is four hours. Accordingly, each affected motorcycle officer shall be credited with four (4) hours worked as full time spent in the care and maintenance of their vehicles. Effective the first payroll period after ratification by both parties, said hours shall be compensated at the rate of 1.5 times the base rate hourly pay.

The City, its motorcycle officers, and the Association understand and agree that this additional compensation is intended to compensate unit members assigned to motorcycle duty for all off-duty hours spent cleaning and maintaining their assigned motorcycle, in compliance with the FLSA and interpretive cases and rulings.

The parties acknowledge that the FLSA, which governs the entitlement to compensation for motorcycle cleaning and maintenance, entitles the parties to agree to a reasonable number of hours per month for the performance of off duty maintenance and cleaning duties. The hours represented by the above stipend in this agreement were determined after an actual inquiry of the officers assigned to motorcycle duty, as addressed by *Leever v. City of Carson City*, 360 F.3d 1014 (9th Cir. 2004). It is the intent of the parties through the provisions of this section to fully comply with the requirements of the FLSA. In addition, all parties believe that this section of the MOU does comply with the requirements of the FLSA.

### **Education Incentive - Sworn Personnel:**

Effective the first full payroll period after ratification by both parties, and submission of proof, the City shall pay each sworn employee an Education Payment which corresponds to the employee's receipt of one of the following degrees:

- An officer with an AA Degree shall receive an Education Payment of \$370 per month;
- An officer with a Bachelor's Degree shall receive an Education Payment of \$465 per month;
- A sergeant with an AA Degree shall receive an Education Payment of \$400 per month; A sergeant with a Bachelor's Degree shall receive an Education Payment of \$560 per month.

In order to receive an Education Payment, the employee shall submit evidence that his or her degree has been issued by a college or university that is accredited by one of the

national accrediting institutions. Education Payment shall begin on the first full pay period after the employee's submission of such evidence, not from the date of the issuance of the degree. No employee shall be entitled to payment for more than one degree. Any such payment shall not increase the employee's unadjusted base salary. Instead, any such payment will be added to the employee's unadjusted base salary after any percentage increase to the employee's unadjusted base salary.

#### **P.O.S.T. Certificate Incentive — Sworn Personnel:**

Effective the first full payroll period after ratification by both parties, and submission of proof, the City shall pay each sworn employee a P.O.S.T. Certificate Payment which corresponds to the employee's receipt of one of the following degrees:

- An officer with an Intermediate P.O.S.T. Certificate shall receive a P.O.S.T. Certificate Payment of \$370 per month;
- An officer with an Advanced P.O.S.T. Certificate shall receive a P.O.S.T. Certificate Payment of \$465 per month;
- A sergeant with an Intermediate P.O.S.T. Certificate shall receive a P.O.S.T. Certificate Payment of \$400 per month;
- A sergeant with a an Advanced P.O.S.T. Certificate shall receive a P.O.S.T. Certificate Payment of \$560 per month.

In order to receive a P.O.S.T. Certificate Payment, the employee shall submit evidence that the P.O.S.T. Certificate has been issued to the employee. Payment shall begin on the first full pay period after the employee's submission of such evidence, not from the date of the issuance of the Certificate. No employee shall be entitled to payment for more than one P.O.S.T. Certificate. Any such payment shall not increase the employee's unadjusted base salary. Instead, any such payment will be added to the employee's unadjusted base salary after any percentage increase to the employee's unadjusted base salary.

#### **Supervisory P.O.S.T. Certificate Incentive- Sergeants:**

##### **Supervisory P.O.S.T. Certificate**

Effective the first full payroll period after ratification by both parties, City shall pay each sergeant a supplemental payment of \$500 per month in the event the sergeant receives a Supervisory P.O.S.T. Certificate. In order to receive said supplement payment, the sergeant shall submit evidence that the Supervisory P.O.S.T. Certificate has been issued to him or her provided that said supplemental payment shall be paid from the date of the submission of said evidence —not from the date of the issuance of the P.O.S.T. Certificate. The supplemental payment shall not increase the employee's unadjusted base salary. Instead, the supplemental payment will be added to the employee's unadjusted base salary after any subsequent COLA or percentage increase to the employee's unadjusted base salary.

The supplemental payment shall be paid to a sergeant with a Supervisory P.O.S.T. Certificate even though the sergeant also receives payment for a degree or P.O.S.T. Certificate hereinabove described.

A Sergeant who receives a Supervisory P.O.S.T. Certificate may receive a Supervisory P.O.S.T. Payment even if that Sergeant also receives an Education Payment and/or a P.O.S.T. Certificate Payment.

### **Educational Incentive - Non-Sworn Personnel**

Effective the first full payroll period after ratification by both parties, the City shall pay each Non-Sworn employee an Education Payment which corresponds to the employee's receipt of one of the following degrees:

- An employee with an AA Degree shall receive an Education Payment of \$100 per month;
- An employee with a Bachelor's Degree shall receive an Education Payment of \$200 per month;

In order to receive an Education Payment, the employee shall submit evidence that his or her degree has been issued by a college or university that is accredited by one of the national accrediting institutions. Education Payment shall begin on the first full pay period after the employee's submission of such evidence, not from the date of the issuance of the degree. No employee shall be entitled to payment for more than one degree. Any such payment shall not increase the employee's unadjusted base salary. Instead, any such payment will be added to the employee's unadjusted base salary after any percentage increase to the employee's unadjusted base salary.

### **P.O.S.T. Certificate Incentive — Non-Sworn Personnel:**

Effective the first full payroll period after ratification by both parties, the City shall pay each qualified Non-Sworn employee a P.O.S.T. Certificate Payment as follows:

- A full-time employee who holds a P.O.S.T. Supervisory Certificate shall receive a P.O.S.T. Certificate Payment of \$310 per month;
- A Dispatcher Supervisor or Records Supervisor who holds a P.O.S.T. Supervisory Certificate shall receive a P.O.S.T. Certificate Payment of \$500 per month;
- A Dispatcher or Dispatcher Supervisor who holds an Intermediate P.O.S.T. Certificate shall receive a P.O.S.T. Certificate Payment of \$100 per month;
- A Dispatcher or Dispatcher Supervisor who holds an Advanced P.O.S.T. Certificate shall receive a P.O.S.T. Certificate Payment of \$200 per month;

In order to receive a P.O.S.T. Certificate Payment, the employee shall submit evidence that the P.O.S.T. Certificate has been issued to the employee. Payment shall begin on the first full pay period after the employee's submission of such evidence, not from the

date of the issuance of the Certificate. No employee shall be entitled to payment for more than one P.O.S.T. Certificate. Any such payment shall not increase the employee's unadjusted base salary. Instead, any such payment will be added to the employee's unadjusted base salary after any percentage increase to the employee's unadjusted base salary.

#### **Tuition Reimbursement:**

Effective the first payroll period commencing on or after July 1, 2008, Section 2.8 of the City Personnel Rules and Regulations shall be amended to provide that the tuition reimbursement described therein shall allow for reimbursement eligibility for full time sworn employees who have passed original probation in an amount not to exceed \$2,000, and that the reimbursement eligibility for full time non-sworn police department employees who have passed original probation shall be in an amount not to exceed \$1,500 per fiscal year.

Personnel Rule § 2.8 shall be concurrently amended to provide that tuition reimbursement shall be allowed only as regards courses (a) provided by an accredited college or university; and (b) in a field of study reasonably related to the employee's duties; and (c) as determined appropriate by the Executive Team.

#### **Funeral Reimbursement:**

Effective the first full payroll period after ratification by both parties, the City shall bear the reasonable and customary expenses related to the funeral of any sworn or non-sworn employee killed while in the course and scope of employment during scheduled hours of work. However, in no case shall the total City funeral expenditure exceed ten thousand dollars (\$10,000.00) in any one funeral.

In defining what constitutes "reasonable and customary" expenses of a funeral, the parties agree upon the following:

- Cost of casket; and
- Cost of plot or other location of interment; and
- Cost for transportation of body to place of interment; and
- Ceremonial costs (fee of individual officiating at the funeral ceremony).

## **Section 4 - Attendance and Leaves**

### **Sick Leave Rules:**

The general policy for sick leave will remain as set forth in Section 11.4 of the Personnel Rules.

Effective August 1, 1995, each eligible employees shall elect their maximum sick leave hours accrual. Dependent upon the total number of currently accrued sick leave hours, the maximum sick leave hours accrual may be set at 300 hours, 600 hours or 900 hours. If an eligible employee wishes to elect a maximum sick leave accrual level that is at a higher level than their closest currently accrued sick leave hours, they may do so. The maximum accrual elected by the eligible employee will be irrevocable.

Once the election is made by the employee, such excess hours will be removed from the employee's sick leave hours accrual, calculated at their then straight time hourly rate and placed into a sick leave hours bank to be paid at no less than 50% of the total value, with the timing and methods of payment to be determined by the City.

When an employee's service with the City is terminated for any reason, no compensation shall be paid for the unused sick leave hours accrual bank.

### **Annual Sick Leave Incentive:**

Sick leave shall accrue on an hourly basis of eight (8) hours per month and shall be debited on an hourly usage basis. Each January 1, eligible employees will commence to accrue sick leave hours above their prior elected sick leave hours bank (300, 600 or 900). At the close of the calendar year, each eligible employee will receive 50% of the unused portion of sick leave hours as compensation, calculated at their then straight time hourly rate. Payment will be made at the next closest pay period.

### **Bereavement Leave:**

Each affected employee in the covered classifications shall receive the equivalent of three (3) working days per incident, as needed, because of a death in their immediate family and immediate family shall mean and include only the employee's spouse, children, step-children, parents, brothers, sisters, grandparents, State Registered Domestic Partner, spouse's parents and spouse's grandparents, Said time will not be cumulative from one twelve month period to another nor will pay in lieu of unused leave for bereavement is provided.

### **Vacation:**

The general policy and accrual levels of vacation will be as set forth in Section 11.3 of the Personnel Rules.

Employees will be entitled to utilize accrued vacation leave after completion of six (6) months continuous employment with the City. Employees may be eligible to utilize accrued vacation leave at an earlier time, upon written request to and approval of their department head.

The times during which an employee may take his/her vacation leave shall be determined by the department head with due regard for the wishes of the employee and for the needs of the service.

Employees shall, each calendar year, be required to take a minimum of forty (40) consecutive hours vacation leave. In addition, an employee may, with approval of the department head, use vacation leave in lesser increments during the calendar year.

Employees may accumulate up to a maximum of two (2) vacation periods in any one calendar year for the purpose of a vacation leave with approval of the department head. A vacation period is defined as the maximum amount of vacation leave accrued by an employee in any calendar year, in accordance with the detailed accrual levels in Section 11.3 of the Personnel Rules.

Effective July 3, 2005, the maximum accrual of vacation leave that may be accumulated shall be as follows:

- Employees having less than five (5) years of employment shall accrue 96 vacation hours per year. The maximum amount of vacation accrual shall be 192 hours.
- Employees having more than five (5) years but less than ten (10) years of employment shall accrue 120 vacation hours per year. The maximum amount of vacation accrual shall be 240 hours.
- Employees having more than ten (10) years but less than fifteen (15) years of employment shall accrue 144 vacation hours per year. The maximum amount of vacation accrual shall be 288 hours.
- Employees having more than fifteen (15) years but less than twenty (20) years of employment shall accrue 168 vacation hours per year. The maximum amount of vacation accrual shall be 336 hours.
- Employees having more than twenty (20) years of employment shall accrue 192 vacation hours per year. The maximum amount of vacation accrual shall be 384 hours.

Human Resources will send out an email reminder on a semi-annual basis reminding employees to routinely check their vacation balances online to determine if they are at a use or lose status.

In the event a legal holiday falls during a vacation leave, those affected employees will not have said holiday charged as vacation leave, and the vacation leave shall be extended or credited accordingly.

Employees who separate from the service of the City shall be eligible to receive compensation for all unused, accrued vacation leave, at his/her straight time rate at the time of separation.



Employees will be allowed to bank excess vacation accrual time for business necessity reasons only. Business necessity is defined as an urgent operational need requiring the employee's presence, as determined by the Department Head, Human Resources Manager and City Manager.

### **Holidays:**

1. For employees working a *4/10 plan* or a *3/12 plan, if implemented*, the following days shall be observed as holidays:

January 1st; the third Monday in February; the last Monday in May; July 4th; the first Monday in September; November 11th; the fourth Thursday in November; December 24th; December 25th, and such other days as may be designated as holidays by motion of the City Council.

2. For employees working a *5/40 plan*, the following days shall be observed as holiday January 1st; the third Monday in February; the last Monday in May; July 4th; the first Monday in September; November 11th; the fourth Thursday in November; the day after the fourth Thursday in November; December 24th; December 25th, and such other days as may be designated as holidays by motion of the City Council.

If any of the before mentioned holidays fall on a Saturday, the preceding Friday will be the holiday in lieu thereof. If any of the holidays fall on a Sunday, the Monday following is the holiday in lieu thereof.

- a) Employees working a 4/10 plan will receive two (2) ten (10) hour days of floating leave, for a total of 110 hours.
  - b) If implemented, employees working a 3/12 plan will receive one (1) twelve (12) hour day of floating leave, for a total of 120 hours.
  - c) Employees working a 5/40 plan will receive three (3) eight (8) hour days of floating leave, for a total of 104 hours.
3. In lieu of Martin Luther King Day, each employee shall receive one (1) ten (10)hour day of floating leave, regardless of whether the employee is on the 4/10 plan, the 3/12 plan or the 5/40 plan, each fiscal year commencing on July 1, 2015.

### **"Holiday Bank-" Shift Employees:**

Employees assigned to shifts other than normal business hours shall have the option of receiving the holiday hours worked as a cash payment at their straight time rate for each holiday as it occurs, other than floating holiday time, or may elect to "bank" the holiday hours as the holiday occurs, other than floating holiday time.

The times during which an employee may take his/her holiday bank hours shall be approved by the department head with due regard for the wishes of the employees and for the needs of the service. "Holiday Bank" leave maybe used in hourly increments. Employees may accumulate up to a maximum of one hundred (100) hours of "Holiday Bank" time.

If an employee, because of business necessity, is not able to utilize excess accrued "Holiday Bank" hours, the employee will be paid for any hours in excess of their maximum "Holiday Bank" accrual upon written request to, and approval of the employee's department head. Each January 1, hours in excess of the "Holiday Bank" maximum accrual will be removed from the employee's Holiday Bank hours accrual, calculated at the employee's straight time hourly rate as of that calculation, and paid to the employee no later than June 30 of the same year.

Employees who separate from employment with the City shall be eligible to receive compensation for all unused, accrued holiday bank hours at his/her straight time rate at the time of separation.

#### **Non-Shift Employees:**

Non-shift employees shall mean the following positions represented by the Baldwin Park Police Association, working a 4/10 schedule:

- Records Clerk assigned to Police Administration;
- Police Technician;
- Parking Enforcement Officer;
- Police Sergeant assigned to Police Administration;
- Records Supervisor; and
- Dispatch Supervisor

If any of the holidays set forth hereinabove fall on a Friday or a Saturday, the holiday will be observed on the preceding Wednesday or Thursday. If any of the holidays fall on a Sunday, the holiday will be observed on the following Monday.

At the beginning of each calendar year, the City will determine how many of the above holidays fall on a Friday and/or Saturday. An employee will be credited with an equivalent number of hours of holiday time ("Holiday Bank"), in addition to the two (2) ten (10) hour days of floating leave provided for hereinabove.

The times during which an employee may take his/her holiday bank hours shall be approved by the department head with due regard for the wishes of the employees and for the needs of the service. "Holiday Bank" leave maybe used in hourly increments. Employees may accumulate up to a maximum of one hundred (100) hours of "Holiday Bank" time.

If an employee, because of business necessity, is not able to utilize excess accrued holiday bank hours, upon written request to, and approval of the department head, an employee will be paid for any excess hours over their maximum holiday bank hours accrual. Each January 1, such excess hours will be removed from the employee's holiday bank hours accrual, calculated at their then straight time hourly rate and placed in a holiday hours bank to be paid no later than June 30 of the same year.

If an employee separates employment from the City, and has used "holiday bank" time prior to the occurrence of the actual holiday, he/she will have his/her vacation bank and/or final paycheck reduced to reflect the excess "holiday bank" time used.

If an employee separates employment from the City, and has not used any eligible accrued "holiday bank" time, he/she will be paid for such eligible "holiday bank" time at his/her straight time rate.

### **Military Leave:**

Military leave is a temporary leave of absence for ordered military training or for active military duty in the Armed Forces of the United States or its Allies or of the National Guard or the Naval Militia, during a proclamation of war or national emergency by the President of the United States or Congress, an order or request of the United Nations that the Armed Forces of the United States serve outside of the United States or their territories, or any national conscription act in effect.

The City shall comply with all federal and state laws relative to military leave.

An employee granted military leave pursuant to Section 11.6 of the Personnel Rules shall not be granted additional compensation when such leave extends beyond the employee's regularly scheduled workdays per week to his/her "days off".

### **Jury Duty Leave:**

An employee granted jury duty leave pursuant to Section 11.7 of the Personnel Rules shall not be granted additional compensation when such leave extends beyond the employee's regularly scheduled work days per week to his/her "days off".

### **Training/Conference Leave:**

When an employee is scheduled to attend a conference or training program Monday through Friday, his/her work hours will be 8:00 a.m. to 5:00 p.m., Monday through Friday, so that there is no issue regarding eligibility for overtime while attending the conference or training.

### **Injury on Duty:**

While any employee is on injury on duty status, his/her work hours will be 8:00 A.M. to 5:00 P.M., Monday through Friday, so that there is no issue regarding eligibility for overtime while receiving treatment or keeping doctor's appointments.

## **Section 5 - Work Schedules**

### **4/10 Plan:**

The City agreed to implement a 4/10 plan for all employees in the Police Department effective August 2, 1992. The Association recognizes that the City may at its sole discretion end the 4/10 plan at any time. The termination of such 4/10 plan is not subject to the grievance process or any other administrative review. The Association recognizes that the 4/10 plan is not a vested right in any manner, and that the termination of such 4/10 plan is not subject to the meet and confer process or meet and consult process.

The Association further recognizes that the implementation of the 4/10 plan does not create any additional overtime obligation for the City under the Fair Labor Standards Act.

In order to avoid an overtime obligation, the City may adjust employee's work periods as necessary so that the employee's forty (40) hours of scheduled work does not overlap into another work period.

### **Workday:**

For employees assigned to patrol and dispatch duty, a standard workday shall consist of ten (10) hours, including a paid restricted meal period of one-half (1/2) hours. Meals periods shall be in accordance with department administrative guidelines.

For employees not assigned to patrol and dispatch duty a standard workday shall consist of ten and one-half (10 1/2) hours; nine hours and fifty minutes (9:50) of work time and forty (40) minutes as a non-paid unrestricted meal period. Meal periods shall be in accordance with department administrative guidelines.

Employees will be provided two (2) ten (10) minute rest breaks during the day, one each approximately at the midpoint of each one-half workday. Rest time is not cumulative beyond the half scheduled workday within which the break period occurs nor may it be used to extend lunch or shorten the workday.

### **Hours of Work:**

Non-shift employees, as defined in this Memorandum of Understanding, shall work Monday through Thursday, 7:30 a.m. to 6:00 p.m.

Detectives and Records Specialists assigned to investigations shall work either Monday through Thursday or Tuesday through Friday (as determined and assigned by the department), 7:00 a.m. to 5:30 p.m.

Shift employees shall work as scheduled.

### **3/12 Alternate Work Schedule:**

Discussions will continue on the feasibility of the 3/12 work schedule for Patrol and/or Dispatch. The Patrol assignments of Traffic Bureau, Community Service Officers and will not be included for consideration of working a 3/12 schedule. The Detective Bureau will not be included for consideration of working a 3/12 schedule.

**Workweek:**

For employees working a 9/80 or 3/12 work schedule, in accordance with 29 C.F.R. § 778.105, each employee's designated FLSA workweek (168 hours in length) shall begin exactly four hours after the start time of his/her eight-hour shift on the day of the week that corresponds with the employee's alternating regular day off.

**Workweek (Sworn employees):**

The 3/12.5 Work schedule is authorized per Section 7(k) of the Fair Labor Standards Act. The City has adopted a 28 day work period in accordance with Section 7(k).

## **Section 6 - Overtime**

### **Overtime Authorization:**

All overtime requests must have the prior written authorization of a supervisor prior to the commencement of such overtime work. Where prior written authorization is not feasible, explicit verbal authorization must be obtained. Where verbal authorization is obtained, written authorization must be obtained as soon thereafter as practicable. Dispatched calls beyond the end of duty time are considered as authorized.

An employee's failure to obtain prior written approval, or explicit verbal authorization followed by written authorization, will result in the denial of the overtime request.

### **Clothes Changing:**

Except as provided below, employees are not authorized to wear their uniforms or any part thereof that is distinguishable as such unless on-duty. Each employee is provided with a locker for his/her own personal convenience. An employee may or may not utilize the locker for storage and changing purposes at his/her own discretion.

Nothing herein prevents a sworn employee from wearing his/her uniform to and/or from his/her residence to and/or from work as long as the badge and insignia are covered by a non-police issue garment such as a windbreaker. Nothing herein prevents a non-sworn employee from wearing his/her uniform to and/or from his/her residence to and/or from work. Employees choosing to wear their uniforms covered to and/or from work should not wear their "Sam-Browne" belt. Time spent in changing clothes before or after a shift is not considered hours worked, and is not compensable in any manner whatsoever.

### **Shift Trades:**

The practice of shift trading shall be voluntary on behalf of each employee involved in the trade. The trade must be due to the employee's desire or need to attend to a personal matter and not due to the department's operations. The employee providing the trade shall not have his/her compensable hours increased as a result of the trade; nor shall the employee receiving the trade have his/her compensable hours decreased as a result of the trade. Any hours worked beyond the normal workday will be credited to the individual actually doing the work.

"Paybacks" of shift trades are the obligation of the two employees involved in the trade. "Paybacks" are to be completed within twelve (12) months of the date of the initial shift trade. Any dispute as to paybacks is to be resolved by the involved employees, and under no circumstances will the Department be obligated for any further compensation whatsoever to any of the involved employees. The Department is not responsible in any manner for hours owed to employees by other employees that leave the employment of the City or are assigned other duties.

A record of all initial shift trades and "paybacks" shall be maintained by the involved employees on forms provided by the department ("Shift Trade Log").

If one individual fails to appear for the other (regardless of the reason), the person who agreed to the shift trade is the newly scheduled officer and will be held responsible for that shift period. That person will be listed as absent without leave and may be subject to disciplinary action.

### **Early Relief Policy:**

The practice of early shift relief shall be voluntary on behalf of each employee involved in the relief. The employee providing the early relief shall not have his/her compensable hours increased as a result of the early relief. "Paybacks" of early relief hours are the sole obligation of the two employees involved in the early relief. Any dispute is to be resolved by the involved employees, and under no circumstances will the Department be obligated for any further compensation whatsoever to any of the involved employees. The Department is not responsible in any manner for hours owed to employees by other employees that leave the employment of the City or are assigned other duties.

### **Firearms Qualification:**

All members of the department are required to qualify and receive remedial training while on duty. Employees who choose to shoot at the range at times other than the required qualification dates will be considered to be on personal time. Such time is not counted as working time and is not compensable in any manner whatsoever.

### **City Vehicle Use:**

Employees who are provided with a City vehicle to travel to and from work shall not be compensated in any manner whatsoever for such travel time in the City vehicle. This provision also applies in those situations where the radio must be left on and monitored.

This provision does not preclude compensation in those instances detailed in the "Canine Assignment" or "Motorcycle Assignment" provisions of this MOU.

### **Canine Assignment:**

Employees assigned to canine duty shall not be compensated in any manner whatsoever for hours spent in travel time to and from work in a City vehicle, unless such travel time is interrupted to perform law enforcement duties. In the event that such travel time is interrupted to perform law enforcement duties, the officer will be compensated for actual time spent engaged in such duties. Canine handler travel time related to the training, care and maintenance of the canine shall be included within the enumeration of hours worked as set forth in Section 3 (Insurance/Supplemental Wage Payments) hereinabove and shall not be subject to additional compensation.

### **Motorcycle Assignment:**

Employees assigned to motorcycle duty shall not be compensated in any manner whatsoever for hours spent in travel time to and from work on a city motorcycle, unless such travel time is interrupted to perform law enforcement duties. In the event that such travel time is interrupted to perform law enforcement duties, the officer will be compensated for actual time spent engaged in such duties. An officer will be

compensated for actual time spent in department required and approved training at times other than the officer's regular working hours. Motorcycle officer travel time related to care, upkeep, and incidental repair and maintenance of the officer's assigned motorcycle shall be included within the enumeration of hours worked as set forth in Section 3 (Insurance/Supplemental Wage Payments) hereinabove and shall not be subject to additional compensation.

#### **Gym Facility:**

The City provides a gym facility for the voluntary use of employees during their off-duty hours. Time spent by employees in working out at the gym facility is not considered hours worked and will not be compensated in any manner.

#### **Callback Pay:**

Callback duty occurs when an employee is ordered to return to duty on a non-regularly scheduled work shift. Callback does not occur when an employee is held over from his/her prior shift or is working prior to his/her regularly scheduled shift. An employee called back to duty shall be credited with a minimum of two (2) hours work commencing when he/she reports to duty. Any hours worked in excess of two (2) hours shall be credited on an hour for hour basis for actual time worked. Travel time shall not be considered hours worked and shall not be compensated in any manner whatsoever.

Callback duty hours will be compensated at time and one-half rate, irrespective of the total paid leave exclusions for the work period.

This provision is to be distinguished from "Court Pay" which is to be used when an employee is called back to court.

#### **Court Pay:**

When an employee is physically called to court for appearances, he/she shall be paid a minimum of four (4) hours work commencing when he/she reports to court. Travel time shall not be considered hours worked and shall not be compensated in any manner whatsoever.

Court pay will be compensated at time and one-half rate, irrespective of the total paid leave exclusion for the work period.

#### **Court Standby Pay:**

Court Standby time is not considered hours worked under the Fair Labor Standards Act. However, in recognition of the City's past practice, effective July 1, 2015, the employee will receive credit for two (2) hours in the a.m., and two (2) hours in the p.m., provided that the employee is not actually required to be present in the court buildings.

Effective July 1, 2015, the City will provide employees working the graveyard shift credit for two (2) hours in the a.m. and two (2) hours in the p.m., provided that the employee is not actually required to be present in the court buildings. In return, the City will collect all previously City-issued pagers.



Court standby will continue to be paid for those employees' assigned regular days off, that fall Monday - Friday.

**Training Time:**

Attendance at training schools/facilities (including the academy), which improve the performance of regular tasks and/or prepare for job advancement are not compensable for hours in excess of the employee's normal work shift. Any time spent in excess of the normal work shift will not be counted as working time and is not compensable in any manner whatsoever. Time spent in studying and other personal pursuits is not compensable hours of work, even though the employee may be confined to campus or to barracks 24 hours a day.

Travel time to and from the training facility outside of an employee's normal work shift is not compensable hours of work.

Mandatory training as required by the Department and/or P.O.S.T. is compensable for actual time spent in training.

**Work Period:**

The work period for all employees (both sworn and non-sworn) within the bargaining group shall be seven (7) days in length.

**Overtime Compensation:**

For purposes of calculating overtime, all employees required to work in excess of the standard work period of forty (40) hours in a seven (7) day cycle shall receive compensation at the rate of one and one-half his/her regular rate of pay ("time and a half"). The term "regular rate of pay" shall include the following components in addition to base salary:

- Education Incentive;
- P.O.S.T. Incentive;
- Bilingual Pay;
- Special Assignment Pay;
- Longevity Pay;
- Any other performance-based incentive.

Paid leave time exclusions, as defined below, are excluded from the total hours worked under this Section.

**MOU Overtime:**

Effective the first full pay period after ratification by both parties, an officer will be entitled to "MOU Overtime" in addition to regular overtime, as follows:

- An employee that is taking a vacation, Holiday bank time and/or compensatory leave during their regular scheduled work week and is called into work on an overtime assignment or is required to work past their regular shift will be compensated at one and one-half (1.5) times the employee's regular rate of pay.
- An employee that is required to work on any City-recognized Holiday will be compensated at the regular rate of pay and will also receive his/her choice of either twelve (12) hours of "Holiday Bank" time, or twelve hours of paid straight time at the employee's regular rate of pay.
- An employee who is called into work outside of the employee's regular shift on a City- recognized Holiday will be compensated at one and one- half (1,5) times the employee's regular rate of pay.

### **Compensatory Time:**

In lieu of receiving cash payment for hours worked in excess of forty (40) hours during the seven (7) day work period, an employee may elect the option of earning compensatory time. Compensatory time shall be computed by a factor of 1.5 times the employee's hours of overtime worked. A cap of one hundred and fifty (150) hours shall be placed on the accrual of compensatory time off. The times during which an employee may take his/her compensatory time shall be approved by the appointing authority with due regard for the wishes of the employee and for the needs of the service.

Should this provision be found invalid by an arbitrator, court of competent jurisdiction or the Department of Labor, the accrual of compensatory time shall cease and all accrued compensatory time shall be paid at the employee's current straight time rate.

On or before December 31 of each year, an employee shall reduce his/her accrued compensatory time to seventy-five (75) hours or less. Any time in excess of seventy-five (75) hours shall be paid at the employee's current straight time rate.

Upon separation from City service, an employee shall be compensated for all accrued compensatory time up to two hundred (200) hours at his/her straight time hourly base rate at the time of separation.

### **Paid Leave Exclusions**

In determining an employee's eligibility for overtime compensation in a work period, paid and unpaid leaves of absence shall be excluded from the total hours worked. To the extent authorized by law, paid leaves of absence which shall be excluded include, but are not limited to, the following:

- Sick Leave;
- "4850 Time" Leave;
- Jury Duty Leave;
- Administrative Leave;

- Bereavement Leave
- Military Leave
- Workers' Compensation/IOD Leave

**New Fair Labor Standards Act Regulations:**

The City agrees that in the event the Department of Labor issues new or revised interpretative regulations defining what is and what is not a compensable hour of work, the City shall amend any affected provisions of this Memorandum of Understanding to comply with such regulations. The Association recognizes that there will be no retroactive application of such regulations under this Memorandum of Understanding unless so provided by regulation or by a court or other tribunal of competent jurisdiction.

## **Section 7 - Policies and Procedures**

### **Pay Periods:**

The pay periods and times of delivery of payroll checks for all employees shall be set by the Executive Team.

### **City Switchboard:**

The City agrees that civilian dispatchers will not be required to provide for the operation of the City switchboard.

### **Identification for Non-Sworn Employees:**

The City shall provide all non-sworn employees with a modified City identification card. Such identification will indicate that the employee works within the City Police Department.

### **Yearly Physical Examinations:**

The City shall provide yearly physical to each public safety employee, by a physician of the City's choice.

### **Uniform/Equipment Allowance - Sworn:**

Effective July 1, 2015 the City will provide \$900.00 per year for eligible employees by adding this amount to each employee's paycheck but will not increase the employee's base salary.

The City shall continue to provide new employees with two (2) complete uniforms (excluding shoes) upon commencing employment with the City. In addition, the City will provide employees on Specialty Assignment and members of the Special Response Team with the initial set of the appropriate uniform and equipment required for the employee's position.

Employees shall be responsible for the replacement of uniforms due to normal wear and tear. If an employee's uniform is damaged during the execution of their duties, said employee will document in a police report or inter-office memorandum the circumstances surrounding the damage. The City shall provide the employee with a replacement uniform equivalent to the one that was damaged.

Effective July 4, 1993, sworn personnel will have the option of selecting a light duty jacket or heavy-duty jacket as part of their uniform.

### **Uniforms - Non-Sworn:**

The City shall provide new non-sworn employees with two (2) complete uniforms (excluding shoes) upon commencing employment with the City.

The City will provide \$500 per year for eligible non-sworn employees by adding this amount to each employee's paycheck but will not increase the employee's base salary.

## **Safety Equipment**

All sworn employees shall be provided the following safety equipment:

- Weapon-based upon recommendation of the Range Master;
- Rounds of ammunition annually, based upon recommendation of the Range Master;
- 3 ammunition clips;
- Oleoresin Capsicum Spray;
- Baton;
- Handcuffs (Peerless, Smith and Wesson, or like quality);
- Bullet-proof vest;
- Helmet;
- Raingear (coat, pants and boots);
- 1 "Sam Browne" belt;
- 4 keepers;
- 1 uniform belt;
- 1 baton holder;
- 1 cuff case;
- 1 Oleoresin Capsicum Spray holder;
- 1-double ammunition pouch;
- 1 holster;
- 1 key holder;
- 1 radio holder; and
- Flashlight.

Upon leaving the employ of the City, the employee shall return all equipment to the City. All repairs to said equipment shall be made on an as needed basis, shall be paid for by the City, and shall be made through Keystone Uniforms or other appropriate outlet(s). The Division Commander must approve repair or replacement in advance.

## **Americans With Disabilities Act:**

Because the ADA requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the parties agreed that the provisions of this agreement may be set aside in order for the City to avoid discrimination relating to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment. The Association recognizes that the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. The City will notify the Association of these proposed accommodations prior to implementation.

Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance procedure.

Prior to setting aside any provision of this agreement in order to undertake required accommodations for an individual protected by the Act, the City will provide the Association with written notice of its intent to set aside the provision, and will allow the Association the opportunity to discuss options to setting aside of any provision.

## **Alcohol and Drug Abuse Policy Purpose:**

It is the purpose of this policy to eliminate substance abuse and its effects in the workplace and to ensure that employees are in a condition to perform their duties safely and efficiently, in the interests of their fellow workers and the public as well as themselves.

## **Alcohol and Drug Abuse Policy:**

### **Alcohol/Drug Abuse and Testing**

#### **A. Pre-Employment Alcohol and Drug Testing**

The parties agree that all new hires (after ratification of this agreement) represented by the unit will be subject to pre-employment alcohol and drug testing. Employment will be contingent upon the results of this testing.

The parties specifically understand and agree that marijuana remains a Class I controlled substance under federal law, and despite the existence of conflicting state law, the City is entitled to, and will, without exception, deny employment to any applicant who tests positive for marijuana on a pre-employment drug test.

#### **B. Alcohol and Drug Abuse Policy**

##### **1. City Policy**

The City will maintain a policy to eliminate substance abuse and its effects in the workplace and to ensure that employees are in a condition to perform their

duties safely and efficiently, in the interests of their fellow workers and the public as well as themselves.

It is the City's policy that employees shall not be under the influence of or in possession of alcohol or drugs while on City property, at work locations, or while on duty; shall not utilize such substances when they have a reasonable expectation of call in for duty; shall not possess, provide or sell illegal drugs to any other employee or to any person while on duty; nor have their ability to work impaired as a result of the use of alcohol or drugs.

While use of medically prescribed medications and drugs is not per se a violation of this policy, the employee must notify their supervisor, before beginning work, when taking medications or drugs (including the possible effects of taking such medication and drugs) which could foreseeably interfere with the safe and effective performance of duties or operation of equipment. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from their physician may be required.

The parties specifically understand and agree that marijuana remains a Class I controlled substance under federal law. The parties further agree that despite the existence of conflicting state law, the City is entitled to discipline an employee who tests positive for marijuana on a drug test imposed pursuant to City policy, regulations, or federal/state law.

The City is committed to providing reasonable opportunity for rehabilitation for those employees whose drug or alcohol problem classifies them handicapped or disabled under federal and/or state law. Persons whose use of drugs or alcohol prohibits them from performing the duties of their position, or whose use constitutes a direct threat to property or the safety of others, are not considered handicapped or disabled under federal or state law.

## **2. Application**

This policy applies to alcohol and to all substances, drugs, or medications, legal or illegal, which could impair an employee's ability to effectively and safely perform the functions of the job.

### **Alcohol and Drug Abuse Policy Application:**

This policy applies to all employees of the City of Baldwin Park. This policy applies to alcohol and to all substances, drugs, or medications, legal or illegal, which could impair an employee's ability to effectively and safely perform the functions of the job.

### **Employee Responsibilities:**

An employee must:

1. Refrain from the use of, or unlawful possession of, illegal drugs or narcotics while on duty;

2. Not report to work while his/her ability to perform job duties is impaired due to alcohol or drug use;
3. Not possess or use alcohol or impairing drugs (illegal drugs and prescription drugs without a prescription) during working hours or at any time while on city property, unless authorized by the Police Department;
4. Not directly or through a third party sell or provide illegal drugs to any person, including any employee, while either employee or both employees are on duty;
5. Notify his/her supervisor, before beginning work, when having consumed alcohol or when taking any medications or drugs, prescription or non-prescription, which the employee believes may interfere with the safe and effective performance of duties or operation of equipment;
6. Report to their supervisor of any criminal drug statute conviction no later than five (5) days after such conviction;
7. Report to the supervisor when they have knowledge of objective evidence those other employees may be under the influence of drugs or alcohol or engaging in illegal drug related activities.

Employees who believe they may have an alcohol or drug usage problem are urged to voluntarily seek confidential assistance through their medical plans or through other resources available in their community. While the City will be supportive of those who seek help voluntarily, the City will be equally firm in identifying and disciplining those who continue to be substance abusers and do not seek help.

Notwithstanding the above language, Section 3.01(B) of the Baldwin Park Police Manual will taken into consideration for all sworn employees of the Police Department.

#### Management Responsibilities:

1. Managers and supervisors are responsible for reasonable enforcement of this policy.
2. Notify the affected contract/granting agency within ten (10) days after receiving notice of any conviction.
3. Prepare and distribute to all employees, a summary of available benefits through the various health plans. Any information will be distributed through the Personnel Services office.
4. To treat any cases where rehabilitation is recommended or already underway as a medical situation, subject to current medical leave policies.
5. To maintain strict confidentiality on all matters arising under the provision of this policy. Medical information, if necessitated, will be maintained by Personnel Services in separate, secured files.



6. Information will only be shared where there is a bona fide "need to know" by management in instances where referrals, rehabilitation, medical leaves, work accommodation, discipline or other employment related decisions are affected.
7. As with all policies and procedures, any incident or situation requiring management attention is expected to be given thorough and deliberate consideration before any final action is taken, especially in disciplinary cases. Decisions made on such cases under this policy will be subject to review by an individual's department head, Executive Team and Personnel Officer.

### **Community Based Policing:**

The Association, in conjunction with the City, will continue their commitment to effectuate, maintain and expand a Community Based Policing Policy for the betterment of the citizens of the City.

### **Outside Employment:**

The City has developed a policy pursuant to its legislative discretion by which personnel may engage in outside employment on their off hours that does not conflict with their official duties; and City agrees to maintain a policy on outside employment.

### **Probationary Period- Sworn:**

Probationary period for sworn officers is (12) twelve months for lateral and promotional employees only. New employees remain at (18) eighteen months.

### **Modified Duty:**

Management retains the right to determine operational needs and to assign personnel in keeping therewith. This management right includes the right to determine and create modified duty assignments.

### **Corporal Assignment - Sworn:**

Effective the first full payroll period after ratification by both parties and assignment by the Chief of Police, employees who have completed more than 12 years of continuous service with Baldwin Park Police Department (BPPD), and successfully completed two specialty assignments, will be eligible for a Corporal assignment resulting in an increase in salary of \$300 a month. A maximum of six (6) Corporal assignments will be available at any one time, as determined based on an interview/selection process determined by management.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year noted.

DATE:

BALDWIN PARK POLICE ASSOCIATION

CITY OF BALDWIN PARK

Tiffany Moran  
Chief Negotiator

Manuel Lozano  
Mayor

Rose Carr

Carmen Chice

**RESOLUTION NO. 2020-048**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF BALDWIN PARK, APPROVING THE  
MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF BALDWIN PARK AND THE BALDWIN  
PARK POLICE MANAGEMENT EMPLOYEES  
ASSOCIATION (BPMEA)**

**YEARS 2020 - 2021**

**WHEREAS**, representatives of the City Council of the City of Baldwin Park have met and conferred with duly authorized representatives of the Baldwin Park Police Management Employees Association (BPMEA) to revise language and other terms and conditions of employment; and

**WHEREAS**, a Memorandum of Understanding prepared by said representatives has been presented to the City Council for consideration and approval; and

**WHEREAS**, a majority of the unit members from this group voted to approve the Memorandum of Understanding; and

**WHEREAS**, attached said report to this resolution as with the date, October 7, 2020 referred to as Exhibit B.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BALDWIN PARK  
DOES HEREBY RESOLVE AND ORDER AS FOLLOWS:**

**SECTION 1.** That this City Council does hereby approve and authorize the Mayor of the City of Baldwin Park to sign the "Memorandum of Understanding" between the City of Baldwin Park and the Baldwin Park Police Management Employees Association (BPMEA), attached hereto as Exhibit B. The Memorandum of Understanding for employees represented by the Baldwin Park Police Management Employees Association (BPMEA) is hereby effective for the period from July 1, 2020, through June 30, 2021.

**PASSED, APPROVED, AND ADOPTED this 7th day of October 7, 2020.**

---

MANUEL LOZANO  
MAYOR

**ATTEST:**  
**STATE OF CALIFORNIA**  
**COUNTY OF LOS ANGELES**  
**CITY OF BALDWIN PARK** } **SS:**

I, Lourdes, Morales City Clerk of the City of Baldwin Park do hereby certify that the foregoing **Resolution No. 2020-048** was duly adopted by the City Council of the City of Baldwin Park at a regular meeting thereof held on **October 7, 2020** and that the same was adopted by the following vote to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

---

Lourdes Morales  
CHIEF DEPUTY CITY CLERK

CITY OF BALDWIN PARK  
MEMORANDUM OF  
UNDERSTANDING 2020-2021  
BY AND BETWEEN  
THE BALDWIN PARK POLICE MANAGEMENT EMPLOYEES  
ASSOCIATION AND  
THE CITY OF BALDWIN PARK

Preamble

The City of Baldwin Park, a municipal corporation, and the Baldwin Park Police Management Employees Association, a recognized employee organization, have been meeting and conferring consistent with Section 3500 et seq., of the Government Code and have reached agreement as a result of such meetings.

It is the intent and purpose of the Memorandum to set forth the total and complete understanding and agreement between the parties regarding wages, hours, and other terms and conditions of employment.

It is recognized the signatories to this Memorandum of Understanding and Agreement representing the City and the Association that they, in accordance with Section 3505.1 of the California Government Code, shall jointly prepare a written memorandum of such understanding which shall not be binding, and present it to the governing body or its statutory representative for determination.”

## **Section 1 — Rights and Recognition**

### **Recognition**

In accordance with provisions of the Meyers-Milias-Brown Act of the State of California on provisions of the Employer-Employee Relations Resolution No. 96-51, the City acknowledges the Baldwin Park Police Management Employees Association as a recognized employee organization for the purpose of meeting and conferring regarding wages, hours and other terms and conditions of employment for those employees in certain specified classifications referred to in Section 5 of Resolution No. 96-51. The Police Management Employees Association is composed of the classified sworn employees in the positions of Police Commander.

### **Duration of Memorandum**

The parties agree that the provisions contained herein shall be subject to all applicable laws and covers the period of July 1, 2020 through June 30, 2021, unless otherwise provided.

This Memorandum of Understanding abrogates and supersedes the Memorandum of Understanding effective for the prior from July 1, 2017 to June 30, 2020 dated April 18, 2018, and this MOU is applicable for the period from July 1, 2020 through June 30, 2021.

This Memorandum shall in all respects be subject and subordinate to the provisions of the Baldwin Park Municipal Code, and statutory provisions of the Federal Government and the State of California in effect at the time of the execution of this Memorandum.

### **Scope**

The scope of representation shall include all matters relating to wages, hours and other terms and conditions of employment, except however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order; which shall include but not be limited to the right of the City to: direct, supervise, hire, promote, suspend and retain employees; relieve employees from duties because of lack of work or funds, or under conditions where the employer determines continued work would be inefficient or non-productive; determine services to be rendered, operations to be performed, utilization of technology, and overall budgetary matters; determine the methods, processes, means, job classifications, and personnel by which government operations are to be performed and conducted; determine the overall mission of the unit of government; maintain and improve the efficiency and effectiveness of government of the City in situations of emergency; and take whatever other actions may be necessary to carry out the wishes of the public not otherwise specified above or by collective agreement.

## Non-discrimination

The provisions of the Memorandum shall be applied equally to all employees without unlawful discrimination as to age, sex, marital status, race, color, ancestry, religious creed, national origin, political affiliation or (when the nature of work permits) physical handicap. Any violation of this by the recognized employee organization shall also be subject to immediate correction and possible loss of recognition.

All references to employees in this Memorandum designate both sexes, and whenever one gender is used it shall be construed to include both, where appropriate.

Consistent with Section 3502 of the California Government Code, the parties adhere to the State law, which provides that:

Except as otherwise provided by Legislature, public employees shall have the right to form, join and participate in activities of employees organizations of their own choosing for the purpose of representation on all matters of employer-employee relations. Public employees also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the public agency. The City and the Association agree not to interfere with the aforesaid right.

## Full Understanding, Modifications, and Waiver

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreement by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Except as specifically provided herein, it is agreed and understood that both parties voluntarily and unqualifiedly waive their right, and agree that the other party shall not be required to negotiate with respect to any subject or matter covered herein during the term of this agreement. Nothing contained herein shall preclude the parties from mutually agreeing to meet and confer.

Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the City Council.

The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

## No Strike; No Lock Out

The Association agrees that neither the employees it represents, or any person acting in concert with them, will cause, sanction, or take part in any strike, walkout, sit-down, slowdown, stoppage of work, picketing, retarding of work, abnormal absenteeism, withholding of services, or any other action against the City that would impede the proper functioning of the City government at any time.

Violation of any provision of this Section by the Association shall be cause for the City terminating this Agreement upon the giving of written notice to this effect to the President of the Association, in addition to whatever other remedies may be available to the City at law or in equity.

Violation of any of the provisions of this Section by any employee shall be just cause for the imposition of disciplinary action up to and including termination, in addition to whatever other remedies may be available to the City at law or in equity. No employee shall receive any portion of his regular salary or benefits while engaging in activity in violation of this Section. The City agrees that it will not lock out any employee at any time.

### **Dues Deduction:**

A. The City shall deduct Association membership dues and any other agreed-upon payroll deductions to the extent permitted by law from the pay of each member employee in accordance with the procedures set forth herein.

1. At the direction of a recognized employee organization, the City may deduct dues from the paychecks of consenting members of the organization. Employees shall communicate their requests to begin or cancel membership deductions to the recognized employee organization, and the organization shall inform the City. Dues paying bargaining unit members who have affirmatively consented to or authorized dues deductions shall be entitled to have dues deducted by signing and filing with the Association an authorization form provided by the Association. The Association will notify the City of the employee name and amount of dues to be withheld. The dues deduction form currently in use may continue to be utilized by the Association.

2. The City agrees to direct each member employee to the Association with regard to any questions or concerns related to membership dues or any other mutually agreed payroll deduction.

3. The Association is responsible for providing the City with timely information regarding changes to member employees' dues and any other lawful Association related payroll deductions.



4. Dues withheld by the City shall be transmitted monthly to the Association officer designated in writing by the Association as the person authorized to receive the funds, at the address specified.

5. If dues deduction would result in a negative balance for an employee, the dues will not be withheld and the Association will be notified.

6. The Association shall refund to the City any amounts paid to it in error upon presentation of supporting evidence. The City will pay to the Association any amounts which were not deducted in accordance with the procedures prescribed in this Section.

B. The City shall make payroll deductions in reliance on the Association's certification that the Association has and will maintain an authorization signed by each member employee who affirmatively consents to pay Association membership dues. Similarly, the City shall only cancel or modify membership dues or any other mutually agreed payroll deduction for any member employee in reliance on information provided by the Association to the extent permitted by law.

C. The City shall not request the Association to provide a copy of any member employee's authorization unless a dispute arises about the existence or terms of the authorization.

D. The Association shall indemnify, defend, protect and hold harmless the City and its elected and appointed officials, officers, employees, officers and agents (collectively hereafter the "Indemnitees") from and against any and all claims, liabilities, losses, damages, fines, penalties, claims, demands, suits, actions, causes of action, judgments, costs, and expenses arising from the application of this section, including, but not limited to, any claims made by bargaining unit employees for the return of membership dues deductions the City made in reliance on the Association's certification, and any claims made by any bargaining unit employees for any deduction cancellation or modification the City made in reliance on the information provided by the Association.

#### Savings Clause

This Memorandum of Understanding is subject to all applicable Federal, State and City laws, ordinances, resolutions, and any lawful rules and regulations enacted by the City Council. If any part or provision(s) of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal, State or City Laws, ordinances, resolution or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision(s) shall be suspended and superseded by such applicable law or regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby. The parties shall enter the Meet and Confer process immediately for the purpose of arriving at a mutually satisfactory replacement of such part or provision(s).

## **Section 2 — Direct Wage Payments**

Eligibility to receive any retroactive salary payment(s) or other retroactive compensation provided for in this Section 2 or in any section of this Memorandum of Understanding shall be conditioned upon the affected unit member being employed by the City on the date that the retroactive payment is distributed. Said requirement is consistent with the agreement and understanding of the parties that any and all retroactive payments provided for herein are not intended as compensation for past services rendered.

### **Salary**

The unadjusted base salary rates (the salary rate set forth in the City salary matrices - the rates without adjustment for bonuses or any other benefits, including but not limited to City paid employee CalPERS contributions) for classifications designated as police management employees shall not be increased for the contract year 2020/21. Further, no cost of living increase shall be provided for the contract year 2020/21.

### **Longevity Pay-Sworn Employees**

Commencing June 30, 2017, City shall pay each sworn employee a monthly longevity payment based upon the employee's years of full time law enforcement service to the City in the amount that corresponds to the employee's years of full time service, as set forth below:

- a. 10-14 years of full time service shall entitle employee to \$158 per month; or
- b. 15- 19 years of full time service shall entitle employee to \$315 per month; or
- c. 20-24 years of full time service shall entitle employee to \$470 per month; or
- d. 25 or more years of full time service shall entitle employee to \$675 per month.

A sworn employee may earn longevity payment in the amount commensurate with the employee's completed years of full time service as set forth above provided that the employee shall not be entitled to collect more than one longevity payment at any one time.

An employee's longevity payment shall not increase the employee's unadjusted base salary. Instead the longevity payment will be added to the employee's unadjusted base salary after any percentage increase to the employees unadjusted base salary including the one effective on July 1, 2016.

## **Section 3 — Insurances/Supplemental Wage Payments**

### **Health Benefits/Cafeteria Plan**

The health plan coverage term, annual premium rates and PEMHCA employer contribution amounts, as determined by CalPERS, run from January 1st through December 31st of each calendar year. The City shall pay the monthly cost of the employer's minimum contribution as required by Government Code §22892. Effective the first full pay period after ratification by both parties, the City will contribute an additional amount in excess of the employer contribution amount toward the following expenses. The sum of the minimum contribution and the additional amount shall not

exceed \$1,400.00 per month. Employees may opt-out of enrollment in the City's CalPERS medical plan only upon proof of enrollment in another group health insurance plan.

Employees may use cafeteria funds for any of the following options:

1. Premium cost for enrollment in City provided health insurance plan for self, two (2) party, or family coverage
2. Premium cost for enrollment in a City provided dental plan for self, two (2) party, or family coverage.
3. Premium cost for vision care in excess of what the City provides.
4. Election to receive funds in cash, which will be treated as taxable income.
5. Such "cash out" shall not exceed \$1,200 per month.
6. Any combination of the foregoing options.

Any premium in excess of the City's monthly maximum contribution shall be paid by the Employee via payroll deductions.

#### Retiree Health Benefit Plan for Employees Hired Before July 1, 2020

The City Council shall adopt and file an appropriate resolution with the Board of Administration of the Public Employees Retirement System (CalPERS) whereby the City will elect to obtain a post-retirement health benefit plan for employees who are members of this bargaining group before July 1, 2020 as the sole and exclusive health benefit plan for such employees who retire from the City with the intent to provide coverage to said employees after the resolution is approved by CalPERS and a contract for a health benefit plan between the City and CalPERS is approved by the parties.

For all employees hired prior to July 1, 2020, if upon retirement the employee enrolls in the City's CalPERS medical care plan, the City will pay the minimum employer contribution to CalPERS that is required by Government Code Section 22892(b). In addition the City will also pay into the retiree's individual health reimbursement account, or similar reimbursement plan an amount equal to the difference of the City's minimum employer contribution required by Government Code section 22892(b) and the premium cost for retiree-only coverage in the retiree's chosen medical plan.

#### Retiree Health Benefit Plan for Employees Hired On or After July 1, 2020

The City Council shall adopt and file an appropriate resolution with the Board of Administration of the Public Employees Retirement System (CalPERS) whereby the City will elect to obtain *a postretirement health benefit plan for employees who were hired on or after July 1, 2020* as the sole and exclusive health benefit plan for such employees who retire from the City, with the intent to provide coverage to said employees after the resolution is approved by CalPERS and a contract for a health benefit plan between the City and CalPERS.

Postretirement health benefit plan for employees Who were hired on or after

For all employees hired on or after July 1, 2020, if upon retirement from the City the employee enrolls in the City's CalPERS medical care plan, the City will pay only the minimum employer contribution to CalPERS that is required by Government Code Section 22892(b).

#### Vision Plan

The city will provide a vision plan to all affected employees, and will contribute up to a maximum premium cost of \$32.12 per month. If the premium exceeds this amount, then the employee shall be responsible to pay the difference in excess of \$32.12.

#### Life Insurance

Effective January 1, 2009, the City will fund term life insurance in the face amount of \$50,000.

#### Short-Term/Long-Term Disability

The City will pay 100% of the employee's premium towards a short term & long term disability program as provided by the City of Baldwin Park.

The Short Term Disability Insurance Plan provides benefits commencing on the 31st day of non- work related injury or illness, and employees will be eligible to receive cash benefit of 66.67% of their weekly salary up to \$1,871 for up to 22 weeks.

The Long Term Disability Insurance Plan provides a cash benefit of 66.67% of your monthly salary up to \$8,100, starting 180 days after you are out of work and continuing up to age 65 or Social Security Normal Retirement Age (SSNRA), whichever is later.

#### Retirement

The City will pay 100% of the employer's contribution to the CalPERS retirement program and provide retirement benefits at the 3% at 50 formula as currently specified under the City's contract with the California Public Employees' Retirement System. All such employee contributions shall be deposited in the member's retirement accounts. The employee will pay 100% of the employee contribution.

Effective as soon as reasonably practical and consistent with CalPERS documentary requirements, the City shall amend its contract with CalPERS to provide for Level V of the 1959 Survivors' Benefit, conditioned upon said amendment resulting in no increased CalPERS City contribution rate or other CalPERS cost and no decrease in the City CalPERS account value.

#### Bilingual Pay

The City shall pay an additional one hundred fifty dollars (\$150.00) per month to a person who is capable of speaking, reading, writing and/or interpreting the languages of Spanish, Cantonese, Mandarin, Japanese, Vietnamese, Tagalog, and American Sign Language, when the City determines those language skills to be operationally necessary or beneficial to the City. Determination of capability shall be made by qualifying tests established by the City.

## Tuition Reimbursement

Effective July 1, 2004, the City agrees to reimburse Police Management members for educational expenses up to a maximum of \$3,000 per fiscal year. In order to qualify for the reimbursement said employee must attend a nationally accredited college or university and shall receive a "C" or better as a completion grade for the specific course. Employee will continue to process the tuition reimbursement as stated within the City's current policy. An employee shall be responsible to pay back the City if said employee separates from employment within two (2) years of receiving the reimbursement.

## Educational Incentive

Each member who possesses any of the following degrees: Associate of Arts/Science, Bachelor of Arts/Science, Master of Arts/Science or Doctorate from a nationally accredited college or university shall be eligible to receive the following compensation:

|                           |                             |
|---------------------------|-----------------------------|
| Associate of Arts/Science | 2% increase to base salary  |
| Bachelor of Arts/Science  | 8% increase to base salary  |
| Masters of Arts/Science   | 10% increase to base salary |
| Doctorate                 | 12% increase to base salary |

## Educational Payment -Sworn Personnel

Effective the first full pay period after ratification by both parties the City shall pay each sworn employee in PMEA bargaining group a monthly POST Certificate payment based upon the employee's receipt of the following POST Certificates as set forth below:

- A. \$750.00 monthly for a Management POST Certificate
- B. \$560.00 monthly for Advanced POST Certificate
- C. \$500.00 monthly for a Supervisory POST Certificate

In addition to the Management POST certificate eligible employees can also receive an Advanced Certificate POST incentive, but not the Supervisory POST incentive pay. Employees who hold a Supervisory and Advanced POST Certificate are eligible to receive both incentives.

## **Section 4 — Attendance and Leaves**

### Sick Leave

Sick leave shall accrue at the rate of 3.6923 hours on a biweekly basis and shall be debited on an hourly basis.

Effective September 7, 1994, each eligible affected employee shall elect their maximum sick leave hours accrual. Dependent upon the total number of currently accrued sick leave hours, the maximum sick leave hour's accrual may be set at 300 hours, 600 hours or 900 hours. If an eligible affected employee wishes to elect a maximum sick leave accrual level that is at a higher level than their currently accrued sick leave hours, they may do so. The maximum accrual elected by the affected employee will be irrevocable. Once the election is made by the employee, such excess

hours will be removed from the employee's sick leave hours accrual, calculated at their then straight time hourly rate and placed into a sick leave hours bank to be paid at a maximum of 50% of the total value with the timing and method of payment to be determined by the City.

When an employee's service with the City is terminated for any reason, no compensation shall be paid for unused sick leave.

#### Annual Sick Leave Incentive

Sick leave shall accrue on a biweekly hourly basis and shall be debited on an hourly usage basis. Each January 1, eligible employees will commence to accrue sick leave hours above their prior elected sick leave hours bank (300, 600 or 900). At the close of the calendar year, each eligible employee will receive 50% of the unused portion of sick leave hours as compensation, calculated at their then straight time hourly rate. Payment will be made at the next closest pay period.

#### Bereavement Leave

Each classification represented by the Association shall receive the equivalent of three(3) working days per incident, as needed, for a death in their immediate family.

Immediate family shall mean and include only the employee's spouse, children, step-children, parents, brothers, grandparents, State Registered Domestic Partner, spouse's parents, and spouse's grandparents. Said time will not be cumulative from one twelve month period to another nor will pay in lieu of unused leave for bereavement is provided.

#### Vacation Leave

The general policy and accrual levels of vacation will be set forth in Section 11.3 of the Personnel Rules.

Employees will be entitled to utilize accrued vacation leave after completion of six (6) months continuous employment with the City. Employees may be eligible to utilize accrued vacation leave at an earlier time, upon written request to and approval of their department head.

The times during which an employee may take his/her vacation leave shall be determined by the department head with due regard for the wishes of the employee and for the needs of the service.

Employees shall, each calendar year, be required to take a minimum of forty (40) consecutive hours vacation leave. In addition, an employee may, with approval of the department head use vacation leave in lesser increments during the calendar year.

Employees may accumulate up to a maximum of two (2) vacation periods in any one calendar year for the purpose of a vacation leave with approval of the department head. A vacation period is defined as the maximum amount of vacation leave accrued by an employee in any calendar year.

Effective July 3, 2005, the maximum accrual of vacation leave that may be accumulated shall be as follows:

1. Employees having less than five (5) years of employment (vacation accrual = 96 hours per year), the maximum amount of vacation that may be accumulated shall be 192 hours.
2. Employees having more than five (5) years but less than ten (10) years of employment (vacation accrual = 120 hours per year), the maximum amount of vacation that may be accumulated shall be 240 hours.
3. Employees having more than ten (10) years but less than fifteen (15) years of employment (vacation accrual = 144 hours per year), the maximum amount of vacation that may be accumulated shall be 288 hours.
4. Employees having more than fifteen (15) years but less than twenty (20) years of employment (vacation accrual = 168 hours per year), the maximum
5. Amount of vacation that may be accumulated shall be 336 hours.
6. Employees having more than twenty (20) years of employment (vacation accrual = 192 hours per year), the maximum amount of vacation that may be accumulated shall be 384 hours.

If an employee, because of business necessity, is not able to utilize excess accrued vacation hours, upon written request to, and approval of the department head, an employee will be given an extension in order to take his/her vacation. In cases where the employee forfeits vacation leave time at the request of the City, upon approval of the Chief Executive Officer or designated representative(s), said employee shall be compensated for forfeited vacation leave time at the employee's current rate of pay. It is the employee's responsibility to schedule vacation time well in advance to avoid forfeiting his or her vacation or to avoid any conflicts.

Human Resources will send out an email reminder on a semi-annual basis reminding employees to routinely check their vacation balances online to determine if they are at a use or lose status. However, ultimately employees are responsible to monitor their vacation time, usage and balances.

In the event a legal holiday falls during a vacation leave, such holiday shall not be charged as vacation leave, and the vacation leave shall be extended or credited accordingly.

Employees who separate from the service of the City shall be eligible to receive compensation for all unused, accrued vacation leave.

Employees will be allowed to bank excess vacation accrual time for business necessity reasons only. Business necessity is defined as an urgent operational need requiring the employee's presence, as determined by the Department Head, Human Resources Manager and City Manager.

Administrative Leave

Effective the first full pay period after ratification, each employee in the position of Police Commander shall receive a maximum of sixty (60) hours of administrative leave with pay each fiscal year. The use of such leave shall be at the reasonable discretion of the employee's department head.

Unused time at the end of each fiscal year, June 30, will be paid during the following month of July with said time being calculated at their then straight time hourly rate.

#### Holidays

For employees working a 4/10 plan or a 3/12 plan, the following days shall be observed as holidays:

January 1st; the third Monday in February; the last Monday in May; July 4th; the first Monday in September; November 11th; the fourth Thursday in November; December 24th; December 25th and such other days as may be designed as holidays by motion of the City Council.

If any of the foregoing holidays fall on a Friday or a Saturday, the holiday will not be observed on the preceding Wednesday or Thursday. If any of the holidays fall on a Sunday, the Monday following is the holiday in lieu thereof.

#### Floating Holidays

1. Employees working a 3/12 plan will receive one (1) twelve (12) hour day of floating leave, for a total of 12 hours.
2. Employees working a 4/10 plan will receive two (2) ten (10) hour days of floating leave, for a total of 20 hours.

#### Holiday Bank

#### Shift Employees

Employees assigned to shifts other than normal business hours, shall have the option of receiving the holiday hours worked as cash payment at their straight time rate for each holiday as it occurs, other than floating holiday time, or may elect to bank the holiday hours as the holiday occurs, other than floating holiday time.

The times during which an employee may take his/her holiday bank hours shall be approved by the department head with due regard for the wishes of the employee and for the needs of the service. This holiday bank leave shall be used in the increment of the employees assigned work schedule, e.g., 8, 9, 10 or 12 hours. Employees may accumulate up to a maximum of one hundred (100) hours of holiday bank time. However, upon implementation by the City of accounting procedures and methods whereby use of holiday. If an employee, because of business leave in increments of one (1) hour or more can be reasonably documented, affected employees shall be provided the option of using holiday leave in such amounts of time. Although the City shall



endeavor in good faith to institute such an accounting process, it shall remain the sole discretion of the City to determine when such a modified accounting process can be reasonably implemented.

Necessity is not able to utilize excess accrued holiday bank hours, upon written request to, and approval of the department head, an employee will be paid for any excess hours over their maximum holiday bank hours accrual. Each January 1, such excess hours will be removed from the employee's holiday bank hours accrual, calculated at their then straight time hourly rate and placed in a holiday hours bank to be paid not later than June 30 of the same year.

Employees who separate from the service of the City shall be eligible to receive compensation for all unused, accrued holiday bank hours at his/her straight time rate.

#### Non-shift Employees

At the beginning of each calendar year, the City will determine how many of the set holidays fall on a Friday and/or Saturday. An employee will be credited with an equivalent number of hours of holiday time ("holiday bank"). Each affected employee will also be credited with the above floating holidays. The actual date for the use of such leave shall be subject to the approval of the employee's appointing authority. This holiday bank leave shall be used in the increment of the employees assigned work schedule, e.g., 8, 9, 10 or 12 hours. Employees may accumulate up to a maximum of one hundred (100) hours of holiday bank time.

If an employee, because of business necessity, is not able to utilize excess accrued holiday bank hours, upon written request to, and approval of the department head, an employee will be paid for any excess hours over their maximum holiday bank hours accrual. Each January 1, such excess hours will be removed from the employee's holiday bank hours accrual, calculated at their then straight time hourly rate and placed in a holiday hours bank to be paid not later than June 30 of the same year.

If an employee separates employment from the City, and has used holiday bank time prior to the occurrence of the actual holiday, he/she will have his/her vacation bank, administrative leave and/or final paycheck reduced to reflect the excess holiday bank time used.

If an employee separates employment from the City, and has not used any eligible accrued holiday bank time, he/she will be paid for such eligible holiday bank time at his/her straight time rate.

#### Military Leave

An employee granted military leave pursuant to Section 11.6 of the Personnel Rules shall not be granted additional compensation when such leave extends beyond the employees regularly scheduled four (4) workdays per week to his/her "Friday" day off.

#### Jury Duty

An employee granted jury duty leave pursuant to Section 11.7 of the Personnel Rules shall not be granted additional compensation when such leave extends beyond the employees regularly scheduled four (4) days per week to his/her "Friday" day off.

#### Training/Conference Leave

When an employee is scheduled to attend a conference or training program Monday through Friday, his/her work hours will be 8:00 a.m. to 5:00 p.m., Monday through Friday, so there is no issue that he/she is eligible for additional compensation while attending the conference or training.

#### Injury on Duty

While any employee is on injury on duty status, his/her work hours will be 8:00 a.m. to 5:00 p.m., Monday through Friday, so there is no issue that he/she is eligible for additional compensation while receiving treatment or keeping doctor's appointments.

### **Section 5 — Work Schedules**

#### 4/10 Plan

The City agreed to implement a 4/10 plan for all affected employees in the Police Department effective August 2, 1993. The Association recognizes that the City may, at its sole discretion, end the 4/10 plan at any time. The termination of such 4/10 plan is not subject to the grievance process or any other administrative review. The Association recognizes that the 4/10 plan is not a vested right in any manner, and that the termination of such 4/10 plan is not subject to the meet and confer process or meet and consult process. The Association further recognizes that the Chief of Police or his/her designee has the right to assign schedules based on operational needs.

#### 3/12 Work Schedule

The 3/12 work schedule for Police Commanders was approved for implementation to take place January 7, 1996. Detailed scheduling and department procedures relating to this work schedule will be resolved by the operations division commander after implementation. The Association recognizes that the Chief of Police or his/her designee has the right to assign schedules based on operational needs.

#### Probationary Period

Probationary period is (12) twelve months.

#### Workday

Police Commanders assigned to City Hall, shall have a standard workday consisting of ten and one-half (10 1/2) hours, nine hours and fifty minutes (9:50) of work time and forty (40) minutes

as a non-paid unrestricted meal period. Meal periods shall be in accordance with department administrative guidelines.

Patrol Commanders shall have a standard workday consistent with other patrol officers working on the 3/12 program, which will include a paid restricted meal period of one-half (1/2) hour. Meal periods shall be in accordance with department administrative guidelines.

Employees will be provided two (2) ten (10) minute rest breaks during the day, one each approximately at the midpoint of each one-half workday. Rest time is not cumulative beyond the half scheduled workday within which the break period occurs nor may it be used to extend lunch or shorten the workday. The Association recognizes that the Chief of Police or his/her designee has the right to assign schedules based on operational needs.

#### Hours of Work

Police Commanders assigned to City Hall shall work Monday through Thursday, 7:30 a.m. to 6:00 p.m.

Patrol Commanders shall work their assigned shifts as scheduled.

The Police Commander assigned to Investigations shall work four (4) days per week, 7:00 a.m. to 5:30 p.m.

#### Clothes Changing

Except as provided below, employees are not authorized to wear their uniforms or any part thereof that is distinguishable as such unless on-duty. Each employee is provided with a locker for their own personal convenience. An employee may or may not utilize the locker for storage and changing purposes at their own discretion.

Nothing herein prevents a sworn employee from wearing their uniform to and/or from their residence to and/or from work as long as the badge and insignia are covered by a non- police issue garment such as a windbreaker. Employees choosing to wear their uniforms covered to and/or from work should not wear their "Sam-Browne" belt. Time spent in changing clothes before or after a shift is not considered hours worked and is not compensable in any manner whatsoever.

#### Shift Trades

The practice of shift trading shall be voluntary on behalf of each employee involved in the trade. The trade must be due to the employee's desire or need to attend to a personal matter and not due to the department's operations. The employee providing the trade shall not have their compensable hours increased as a result of the trade; nor shall the employee receiving the trade have their compensable hours decreased as a result of the trade. Any hours worked beyond the normal workday will be credited to the individual actually doing the work.

"Payback" of shift trades are the obligation of the two employees involved in the trade. Payback are to be completed within twelve (12) months of the date of the initial shift trade. Any dispute as to payback is to be resolved by the involved employees, and under no circumstances will the department be obligated for any further compensation whatsoever to any of the involved employees. The department is not responsible in any manner for hours owed to employees by other employees that leave the employment of the City or are assigned other duties.

A record of all initial shift trades and payback shall be maintained by the involved employees on forms provided by the department ("Shift Trade Log").

If one individual fails to appear for the other (regardless of the reason), the person who agreed to the shift trade is the newly scheduled officer and will be held responsible for that shift period. That person will be listed as absent without leave and may be subject to disciplinary action.

#### Early Relief Policy

The practice of early shift relief shall be voluntary on behalf of each employee involved in the relief. The employee providing the early relief shall not have their compensable hours increased as a result of the early relief. "Payback" of early relief hours are the sole obligation of the two employees involved in the early relief. Any dispute is to be resolved by the involved employees, and under no circumstances will the department be obligated for any further compensation whatsoever to any of the involved employees. The department is not responsible in any manner for hours owed to employees by other employees that leave the employment of the City or are assigned other duties.

#### Firearms Qualification

All members of the department are required to qualify and receive remedial training while on duty. Employees who choose to shoot at the range at times other than the required qualification dates will be considered to be on personal time. Such time is not counted as working time and is not compensable in any manner whatsoever.

#### City Vehicle Use

Police Commanders shall be assigned take-home vehicles. These vehicles must be used in accordance with Department Policy. In times of fiscal emergency, as declared by the Chief Executive Officer or his/her designee, these vehicles may be temporarily recalled at the sole discretion of the Chief Executive Officer as a cost-saving measure until the Chief Executive Officer or his/her designee determines that the fiscal emergency has ended.

Employees who are provided with a City vehicle to travel to and from work shall not be compensated in any manner whatsoever for such travel time in the City vehicle.

This provision also applies in those situations where the radio must be left on and monitored.

## Gym Facility

The City provides a gym facility for the voluntary use of employees during their off duty hours. Time spent by employees in working out at the gym facility is not considered hours worked and will not be compensated in any manner.

## Training Time

Attendance at training schools/facilities (including the academy), which improves the performance of regular tasks and/or prepares for job advancement are not compensable for hours in excess of the employee's normal work shift. Any time spent in excess of the normal work shift will not be counted as working time and is not compensable in any manner whatsoever. Time spent in studying and other personal pursuits is not compensable hours of work, even though the employee may be confined to campus or to barracks 24 hours a day.

Travel time to and from the training facility outside of an employee's normal work shift is not compensable hours of work.

Mandatory training as required by the Department and/or P.O.S.T. is compensable for actual time spent in training.

## Work Period

The work period for Commanders shall be seven (7) days in length.

Effective July 1, 2020, no compensatory time shall be accrued. Compensatory time accrued previously shall remain available, subject to the below restrictions, until exhausted or until the employee separates from City service.

The time during which an employee may take their compensatory time shall be approved by the department head with due regard for the wishes of the employee and for the needs of the service. Should this provision be found invalid by an arbitrator, court of competent jurisdiction or the Department of Labor, the accrual of the compensatory time shall cease and all accrued compensatory time shall be paid at the employee's current straight time rate.

Upon promotion to this bargaining unit, an employee shall cash out any compensatory time hours in excess of 40 hours at the previous rate. On or before December 31 of each year, an employee shall reduce their accrued compensatory time bank to forty (40) hours or less. Any time in excess of forty (40) hours shall be paid at the employee's current straight time rate unless advance, written approval of the employee's department head and the Executive Team is obtained to carry over all or part of the excess of forty (40) hours.

Upon separation from City service, an employee shall be compensated for all accrued compensatory time of eighty (80) hours or less at their straight time hourly base rate.

## **Section 7 — Policies and Procedures**

### **Pay Periods**

The pay periods and times of delivery of payroll checks for all employees shall be set by the Executive Team.

### **Uniforms**

Effective July 1, 2015 the City will provide \$900.00 per year for eligible employees by adding this amount to each employee's paycheck but will not increase the employee's base salary. The City shall continue to provide new employees with two (2) complete uniforms (excluding shoes) upon commencing employment with the City.

Employees shall be responsible for the replacement of uniforms due to normal wear and tear. If an employee's uniform is damaged during the execution of their duties said employee will document in a police report or inter-office memorandum the circumstances surrounding the damage. The City shall provide the employee with a replacement uniform equivalent to the one that was damaged.

Effective July 4, 1993, sworn personnel will have the option of selecting a light duty jacket or heavy-duty jacket as part of their uniform.

### **Disciplinary Appeal Procedures**

Classifications represented by the Association will be subject to the disciplinary procedures as set forth in Section 14 of the Personnel Rules.

### **American's With Disabilities Act**

Because the ADA requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the parties agreed that the provisions of this agreement may be set aside in order for the City to avoid discrimination relating to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

The Association recognizes that the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. The Association will be notified of these proposed accommodations prior to implementation by the City.

Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance procedure.

Prior to setting aside any provision of this agreement in order to undertake required accommodations for an individual protected by the Act, the City will provide the Association with

written notice of its intent to set aside the provision, and will allow the Association the opportunity to discuss options to setting aside of any provisions.

## Alcohol and Drug Policy

### Purpose

It is the purpose of this policy to eliminate substance abuse and its effects in the workplace and to ensure that employees are in a condition to perform their duties safely and efficiently, in the interests of their fellow workers and the public as well as themselves.

### Policy

It is the City's policy that employees shall not be under the influence of or in unlawful possession of alcohol or illegal drugs while on city property, at work locations, or while on duty; shall not utilize such substances when they are assigned to be on call for duty; shall not possess, provide or sell illegal drugs to any other employee or to any person while on duty; nor have their ability to work impaired as a result of the use of alcohol or illegal drugs.

While use of medically prescribed medications and drugs is not per se a violation of this policy, the employee must notify his/her supervisor, before beginning work, when taking medication or drugs (including the possible effects of taking such medication or drugs) which the employee believes may interfere with the safe and effective performance of duties or operation of equipment. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties 'while using such medications or drugs, clearance from their physician may be required.

The City is committed to providing reasonable opportunity for rehabilitation for those employees whose drug or alcohol problem classifies them handicapped under federal and/or state law.

Persons whose use of drugs or alcohol prohibits them from performing the duties of their position, or whose use constitutes a direct threat to property or the safety of others, are not considered handicapped under federal or state law.

### Application

This policy applies to all employees of the City of Baldwin Park. This policy applies to alcohol and to all substances, drugs, or medications, legal or illegal, which could impair an employee's ability to effectively and safely perform the functions of the job.

### Employee Responsibilities

An employee must:

- a. Refrain from the use of, or unlawful possession of, illegal drugs or narcotics while on duty;

- b. Not report to work while his/her ability to perform duties is impaired due to alcohol or drug use;
- c. Not possess or use alcohol or impairing drugs (illegal drugs and prescription drugs without a prescription) during working hours or at any time while on city property, unless authorized by the Police Department;
- d. Not directly or through a third party sell or provide illegal drugs to any person, including any employee, while either employee or both employees are on duty;
- e. Notify his/her supervisor, before beginning work, when having consumed alcohol or when taking any medications or drugs, prescription or non-prescription, which the employee believes may interfere with the safe and effective performance of duties or operation of equipment;
- f. Report to their supervisor of any criminal drug statute conviction no later than five (5) days after such conviction;
- g. Report to the supervisor when they have knowledge of objective evidence those other employees may be under the influence of drugs or alcohol or engaging in illegal drug related activities.

Employees who believe they may have an alcohol or drug usage problem are urged to voluntarily seek confidential assistance through their medical plans or through other resources available in their community. While the City will be supportive of those who seek help voluntarily, the City will be equally firm in identifying and disciplining those who continue to be substance abusers and do not seek help.

Notwithstanding the above language, Section 1005 of the Baldwin Park Police Department Policy Manual will be taken into consideration for all sworn employees of the Police Department.

#### Management Responsibilities

- 1. Managers and supervisors are responsible for reasonable enforcement of this policy.
- 2. Notify the affected contract/granting agency within ten (10) days after receiving notice of any conviction.
- 3. Prepare and distribute to all employees, a summary of available benefits through the various health plans. Information to be distributed through the Personnel Services office.
- 4. To treat any cases where rehabilitation is recommended or already underway as a medical situation, subject to current medical leave policies.
- 5. To maintain strict confidentiality on all matters arising under the provision of this policy. Medical information, if necessitated, will be maintained by Personnel Services in separate, secured files.



6. Information will only be shared where there is a bona fide "need to know" by management in instances where referrals, rehabilitation, medical leaves, work accommodation, discipline or other employment related decisions are affected.
7. As with all policies and procedures, any incident or situation requiring management attention is expected to be given thorough and deliberate consideration before any final action is taken, especially in disciplinary cases. Decisions made on such cases under this policy will be subject to review by an individual's department head, and Personnel/Risk Manager.

## Smoke Free Workplace

Section 18, of the Personnel Rules, relating to smoking in the City workplace will be amended to read as follows:

### 18.1 Purpose

The purpose of this policy is to set forth City Council direction in regard to smoking by City employees in City facilities and to encourage non-smoking by City employees in the workplace. This policy is necessary because such smoking is recognized as a hazard to the health of smokers and non-smokers alike.

All employees must be aware of the provisions of City Council Ordinance No. 1232, which prohibits smoking by anyone in and around City-owned premises and public parks and other recreational facilities.

City owned premises is defined as a building or site owned and occupied, or leased and occupied, by the City of Baldwin Park for any municipal function, and includes the entire site of the City-owned premises and all structures thereon. City owned premises shall not include any public sidewalk adjacent to the site or City-owned premises, nor any building owned in part by the Baldwin Park Redevelopment Agency which is also partly owned by a private individuals or Owner Participation Agreement. City-owned premises include, but are not limited to, City Hall, the City Yard, and the site occupied by the City Housing Authority.

Public Park means any park, roadside rest, or other site designated by the City of Baldwin Park for any recreational purpose which is owned, managed or controlled by the City, and includes the entire site of the public park, all structures thereon, and any public sidewalk adjacent to that site. Public Park includes, but is not limited to, the Julia McNeill Senior Center, the Esther Snyder Community Center, Morgan Park, Barnes Park, Hilda Solis Park, Walnut Creek Nature Park, and the Baldwin Park Teen Center and Skate Park.

This policy governs all areas of city-owned buildings not considered to be public access areas and not therefore, governed by Ordinance No. 1232. These areas would include employee offices, rooms or hallways not normally open to the public, employee lounges, kitchens,

lunchrooms and employee break rooms, workstations, locker rooms, city vehicles and other common employee areas.

Smoke or Smoking is defined as the burning of any form of tobacco, in a pipe, cigar or cigarette or any other device used for the burning of tobacco or other similar combustible material, so that the person in possession thereof can inhale and exhale the smoke therefrom.

#### 18.2 Policy (This policy will supersede the policy effective September 7, 1989)

Effective January 1, 1995, smoking in all areas of city-owned buildings and city-owned vehicles is prohibited. Should any dispute arise from this policy, it shall be directed to the Executive Team.

#### 18.3 Procedure

The Maintenance Division shall be responsible for posting and maintaining all signs in accordance with the standards approved by the Executive Team. Signs in private offices shall be the responsibility of the office occupant. "No Smoking" signs shall be available from the Maintenance Division.

Those managers and supervisors closest to employee worksites are hereby charged with the implementation of and compliance with this policy. The Executive Team is ultimately responsible for such implementation and compliance.

The Human Resources Manager shall be responsible for updating this policy as necessary and communicating this policy to all employees.

No person shall discharge, discipline or in any manner retaliate against any employee because such employee exercises any rights afforded by this policy.

#### Limited Reopener

The parties agree to allow a reopener during the term of the MOU which shall be limited to proposed modifications to Cost of Living Adjustments. Either party shall provide written notice to the other of its intent to invoke this section, and a written description of the precise changes that are proposed. Proposed changes shall not be implemented without completion of the meet and confer process and as appropriate, completion of any impasse resolution procedures.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year noted.

BALDWIN PARK POLICE MANAGEMENT  
EMPLOYEES ASSOCIATION

CITY OF BALDWIN PARK

---

Cmdr. Christopher Hofford, President

---

Manuel Lozano, Mayor

**RESOLUTION NO. 2020-049**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF BALDWIN PARK, APPROVING THE EXECUTIVE &  
UNCLASSIFIED BENEFITS MATRIX**

**YEARS 2020 - 2021**

**WHEREAS,** the Executive & Unclassified Benefits Matrix has been revised in accordance with all applicable laws and regulations; and

**WHEREAS,** the Executive & Unclassified Benefits Matrix was prepared by said representatives and has been presented to the City Council for consideration and approval; and

**WHEREAS,** attached said report to this resolution as with the date, October 7, 2020 referred to as Exhibit C.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BALDWIN PARK  
DOES HEREBY RESOLVE AND ORDER AS FOLLOWS:**

**SECTION 1.** That this City Council does hereby approve and authorize the execution of the Executive & Unclassified Benefits Matrix to be effective July 1, 2020 through June 30, 2020.

**PASSED, APPROVED, AND ADOPTED this 7th day of October 7, 2020.**

---

MANUEL LOZANO  
MAYOR

**ATTEST:**

**STATE OF CALIFORNIA**  
**COUNTY OF LOS ANGELES**  
**CITY OF BALDWIN PARK** } **SS:**

I, Lourdes, Morales City Clerk of the City of Baldwin Park do hereby certify that the foregoing **Resolution No. 2020-049** was duly adopted by the City Council of the City of Baldwin Park at a regular meeting thereof held on **October 7, 2020** and that the same was adopted by the following vote to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

---

Lourdes Morales  
CITY CLERK

**EXECUTIVE EMPLOYEES  
BENEFIT MATRIX**

**ATTACHMENT A**

**COST OF LIVING ADJUSTMENTS**

The following unadjusted base salary shall remain unchanged. No salary increases will be provided to Executive Employees for Fiscal Year 2020-21.

0% retroactive to the first full pay period of Fiscal Year 2020-21

**INSURANCES/SUPPLEMENTAL WAGE PAYMENTS**

**Benefits Plan**

Effective the first full pay period commencing on or after January 12, 2020, the City will contribute a sum not to exceed \$1,625 per month for each Executive employee towards benefits as detailed below:

The employee is required to maintain a minimum coverage for himself/herself in a plan of his or her choice, unless the employee can show proof of adequate health insurance coverage through another source. In instances where the employee's medical insurance premium is less than the City's monthly contribution, such employee will have an option to have the excess monies placed toward an existing benefit program. These options include:

1. Placement in a City provided health insurance plan for self, two (2) party or family coverage.
2. Placement in a City provided dental insurance plan for self, two (2) party or family coverage.
3. Placement spread over a combination of the options listed above.
4. Elect to receive any excess monies in cash, which will be considered as taxable income, or
5. Elect to place the excess cash monies in a City provided deferred compensation program.

**Vision Plan**

Effective the first full pay period commencing on or after July 1, 2017, the City will provide a vision plan, and will contribute up to a maximum premium cost of \$37.55 per month.

**Dental Plan Enhancement**

Effective June 1, 1993, the City will provide for the dental plan enhancement of orthodontics to the "Reimbursable Plan Choice" of the City's dual choice dental plan. Additional cost for this enhancement will be paid for by the City. Those affected individuals currently enrolled in the "Pre-paid Plan Choice" presently receive this benefit.

**Life Insurance**

The City will provide term life insurance in the face amount of \$100,000.

Long-Term Disability and Short Term Disability

The City will provide long-term and short-term disability insurance coverage as set forth in the plan on file in the Personnel Services Office.

**RETIREMENT**

Retirement — Miscellaneous Employees

In accordance with City Resolution 2015-094, effective October 25, 2015, employees will pay 100% of the employee's membership contribution to the California Public Employees Retirement System (CalPERS). All such employee contributions shall be deposited in the member's retirement.

Retirement — Sworn Employees

In accordance with City Resolution 2015-094, effective October 25, 2015, employees will pay 100% of the employee's membership contribution to the California Public Employees Retirement System (CalPERS). All such employee contributions shall be deposited in the member's retirement account.

**Retiree Health Benefit Plan for Employees Hired Before July 1, 2020:**

For all employees hired prior to July 1, 2020, if upon retirement from the City, the employee enrolls in the City's CalPERS medical care plan, the City will pay the minimum employer contribution to CalPERS that is required by Government Code Section 22892(b). In addition, the City will also pay into the retiree's individual health reimbursement account, or similar reimbursement plan, an amount equal to the difference of the City's minimum employer contribution required by Government Code section 22892(b) and the premium cost for retiree-only coverage in the retiree's chosen medical plan.

**Retiree Health Benefit Plan for Employees Hired on or After July 1, 2020:**

For all employees hired on or after July 1, 2020, if upon retirement from the City, the employee enrolls in the City's CalPERS medical care plan, the City will pay only the minimum employer contribution to CalPERS that is required by Government Code section 22892(b).

**VEHICLE ALLOWANCE**

Effective the first full pay period commencing on or after July 1, 2017, the City will provide an Executive employee an amount of \$500.00 per month vehicle allowance except for the Police Chief who may choose a take-home, City-owned vehicle.

**ELECTRONIC DEVICE MONTHLY ALLOWANCE**

Effective the first full pay period commencing on or after July 1, 2017, the City will provide an Executive employee an amount of \$150.00 per month to obtain and maintain access

to personal electronic communication devices (smart phones, tablets, laptops, etc.) also used for City business.

## **ATTENDANCE AND LEAVES**

### **Sick Leave**

The general policy for sick leave will be as set forth, for all full-time employees, in Section 11.4 of the Personnel Rules.

Sick leave will accrue at the rate of 3.6923 hours on a biweekly basis and shall be debited on an hourly basis.

Effective September 7, 1994, each eligible employee shall elect their maximum sick leave hours accrual. Dependent upon the total number of currently accrued sick leave hours, the maximum sick leave hours accrual may be set at 300 hours, 600 hours or 900 hours. If an eligible employee wishes to elect a maximum sick leave accrual level that is at a higher level than their closest currently accrued sick leave hours, they may do so. The maximum accrual elected by the eligible employee will be irrevocable.

When an employee's service with the City is terminated for any reason, no compensation shall be paid for the unused sick leave hours accrual bank.

### **Annual Sick Leave Incentive**

Sick leave shall accrue on hourly basis of eight (8) hours per month and shall be debited on an hourly usage basis. Each January 1, eligible employees will commence to accrue sick leave hours above their prior elected sick leave hours bank (300, 600 or 900).

At the close of the calendar year, each eligible employee will receive 75% of the unused portion of sick leave hours as compensation, calculated at their then straight time hourly rate. Payment will be made at the next closest pay period.

### **Vacation**

All Executive employees shall accrue vacation leave in accordance with the following:

- a. Employees having less than five (5) years of service with the City: 3.6923 hours on a biweekly basis for time actually worked.
- b. Employees having more than five (5) years of service but less than ten (10) years of service with the City: 4.6154 hours on a biweekly basis for time actually worked.
- c. Employees having more than ten (10) years but less than fifteen (15) years of service with the City: 5.5385 hours on a biweekly basis for time actually worked.



- d. Employees having more than fifteen (15) years but less than twenty (20) years of service with the City: 6.4615 hours on a biweekly basis for time actually worked.
- e. Employees having over twenty (20) years of service with the City: 7.3846 hours on a biweekly basis for time actually worked.

Employees will be entitled to utilize accrued vacation leave after completion of six (6) months continuous employment with the City.

Executive Employees will be allowed to bank excess vacation accrual time for business necessity reasons only. Business necessity is defined as an urgent operational need requiring the employee's presence, as determined by the City Manager.

Human Resources will send out an email reminder on a semi-annual basis reminding employees to routinely check their vacation balances online to determine if they are at a use or lose status.

#### Bereavement Leave

Each Executive employee shall receive the equivalent of their workweek per incident, as needed, for a death in his or her immediate family. Immediate family shall mean and include only the employee's spouse, children, step-children, parents, spouse's parents, grandparents, spouse's grandparents, brothers and sisters. Said time will not be cumulative from one twelve month period to another nor will pay in lieu of unused leave for bereavement be provided.

#### Administrative Leave

Effective July 1, 2017, the CEO shall receive a maximum of one hundred twenty-five (125) hours of administrative leave. Payouts for unused time is discretionary and can be paid out at any time during each fiscal year. All other Executive employees shall receive a maximum of one hundred twenty (120) hours of administrative leave each fiscal year. For all other Executive employees, unused time at the end of each fiscal year, June 30<sup>th</sup>, will be paid during the following month of July with said time being calculated at their then straight time hourly rate.

#### Holidays

All Executive employees are currently working on an alternate work schedule of four (4) days, ten (10) hours. While assigned to such work schedule, the following days shall be observed as holidays:

January 1st, the third Monday in February; the last Monday in May; July 4th; the first Monday in September; November 11th; the fourth Thursday in November; December 24th; December 25th; and such other days as may be designated as holidays by motion of the City Council.

If any of the foregoing holidays falls on a Friday and/or Saturday, the holiday will not be observed on the preceding Wednesday or Thursday. If any of the holidays fall on a Sunday, the Monday following is the holiday in lieu thereof.

### Floating Holidays

For each Executive employee working the 4/10 plan such employee will receive two (2) ten (10) hour days of floating leave, for a total of 20 hours.

### Holiday Bank

At the beginning of each calendar year, the City will determine how many of the set holidays fall on a Friday and/or Saturday. An employee will be credited with an equivalent number of hours of holiday time ("Holiday Bank"). Each affected employee will also be credited with the above floating holidays. For Executive Employees working the four (4) day, ten (10) hour alternate work schedule, the holiday bank will be calculated at ten (10) hours per holiday.

Employees may accumulate up to a maximum of one hundred (100) hours of holiday bank time. Each January 1, such excess hours will be removed from the employee's holiday bank hours accrual, calculated at their then straight time hourly rate and placed in a holiday hours bank to be paid no later than June 30 of the same year.

If an employee separates employment from the City, and has used holiday bank time prior to the occurrence of the actual holiday, he/she will have his/her vacation bank, administrative leave and/or final paycheck reduced to reflect the excess holiday bank time used.

If an employee separates employment from the City, and has not used any eligible accrued holiday bank time, he/she will be paid for such eligible holiday bank time at his/her straight time rate.

### Compensation for Accrued Leave Time

Notwithstanding the maximum accruals established for vacation, administrative leave and holiday bank, Executive employees may accrue up to a maximum of three (3) months of additional paid leave time composed of a combination of vacation, administrative leave and/or holiday bank time.

## **DEFERRED COMPENSATION**

Effective the first full pay period commencing on or after January 12, 2020, the City will contribute \$750.00 per month to each employee into a City sponsored defined contribution retirement plan.

**UNCLASSIFIED MANAGERS  
BENEFITS MATRIX**

**ATTACHMENT B**

**COST OF LIVING ADJUSTMENTS**

The following unadjusted base salary shall remain unchanged. No salary increases will be provided to Unclassified Managers for Fiscal Year 2020-21.

0% retroactive to the first full pay period of Fiscal Year 2020-21

**INSURANCES/SUPPLEMENTAL WANE PAYMENTS**

**Benefits Plan**

Effective the first full pay period commencing on or after July 1, 2017, the maximum amount of monies that are eligible for cash out shall be capped at \$1,200 per month.

Effective the first full pay period commencing on or after July 1, 2017, the City's contribution to medical and dental premiums shall be increased to \$1,400 per month.

The employee is required to maintain a minimum coverage for himself/herself in a plan of their choice unless the employee can show proof they have adequate health insurance coverage through another source. In instances where the employee's medical insurance premium is less than the City's monthly contribution, such employee will have an option to have the excess monies placed toward an existing benefit program. These options include:

1. Placement in a City provided health insurance plan for self, two (2) party or family coverage;
2. Placement in a City provided dental insurance plan for self, two (2) party or family coverage;
3. Placement spread over a combination of the options listed above;
4. Elect to receive any excess monies in cash, which will be considered as taxable income;  
or
5. Elect to place the excess cash monies in a City provided deferred compensation program.

**Vision Plan**

Effective the first full pay period commencing on or after July 1, 2017, the City will provide a vision plan to all affected employees, and will contribute up to a maximum premium

cost of \$37.55 per month. If the premium exceeds the amount, then the employee shall be responsible to pay the difference in excess of \$37.55.

#### Dental Plan Enhancement

Effective June 1, 1993, the City will provide for the dental plan enhancement of orthodontics to the "Reimbursable Plan Choice" of the City's dual choice dental plan. Additional cost for this enhancement will be paid for by the City. Those affected individuals currently enrolled in the "Pre-paid Plan Choice" presently receive this benefit.

#### Life Insurance

The City will provide term life insurance in the face amount of \$60,000 effective April 6, 2016.

The City will provide a supplemental life insurance program to enable employees to purchase additional life insurance at the employee's cost and no contribution from the City.

#### Long-Term Disability and Short Term Disability

The City will provide each employee with long-term disability insurance coverage as set forth in the plan on file in the Human Resources Office. Effective June 1, 1993, affected employees will be eligible to receive benefits commencing on the 31st day of non-work related injury or illness, and employees will be eligible to receive a maximum benefit of 66 2/3% of their current base salary up to a maximum of \$5,000 per month.

### **RETIREMENT**

#### Employees Hired Before January 1, 2013

The City contracts with the State of California Public Employees Retirement System (CalPERS) for the classifications contained in this agreement. The plan shall include the following options:

1. 2.7% @ 55 retirement formula (Government Code §21354.4);
2. Single highest year final compensation (Government Code §20042);
3. Military service credit as public service option (Government Code §21024);
4. 1959 Survivors Benefit Level I for which each employee contributes ninety-three cents (\$.93) per pay period (Government Code §21571);
5. Pre-Retirement Death Benefits to continue after remarriage of survivor (Government Code §21551);
6. 2% Annual Cost of Living Allowance (Government Code §21329);
7. The City agrees to contract with CalPERS to include 1959 Survivors Benefit Level IV; and
8. \$500 Retired Death Benefits.

In accordance with City Resolution 2015-094, effective October 25, 2015, employees will pay 100% of the employee's membership contribution to the California Public Employees

Retirement System (CalPERS). All such employee contributions shall be deposited in the member's retirement account.

**New CalPERS Members Hired On or After January 1, 2013**

The City contracts with the State of California Public Employees Retirement System (CalPERS) for the classifications contained in this agreement. The plan shall include the following options:

1. 2% at 62 formula (Government Code §7522.20);
2. Three (3) year average final compensation period (Government Code §20037);
3. Pre-Retirement Death Benefits to continue after remarriage of survivor (Government Code §21551);
4. Military Service Credit as Public Service (Government Code §21024);
5. 1959 Survivors Benefit Level I for which each employee contributes ninety-three cent (\$.93) per pay period (Government Code §21571);
6. 2% Annual Cost of Living Allowance (Government Code §21329);
7. Employees will pay 50% of the normal cost, currently 5.5% member contribution to CalPERS;
8. The City agrees to contract with CalPERS to include 1959 Survivors Benefit Level IV; and
9. \$500 Retired Death Benefits

**Retiree Health Benefit Plan for Employees Hired Before July 1, 2020:**

For all employees hired prior to July 1, 2020, if upon retirement from the City, the employee enrolls in the City's CalPERS medical care plan, the City will pay the minimum employer contribution to CalPERS that is required by Government Code Section 22892(b). In addition, the City will also pay into the retiree's individual health reimbursement account, or similar reimbursement plan, an amount equal to the difference of the City's minimum employer contribution required by Government Code section 22892(b) and the premium cost for retiree-only coverage in the retiree's chosen medical plan.

**Retiree Health Benefit Plan for Employees Hired on or After July 1, 2020:**

For all employees hired on or after July 1, 2020, if upon retirement from the City, the employee enrolls in the City's CalPERS medical care plan, the City will pay only the minimum employer contribution to CalPERS that is required by Government Code section 22892(b).

**BILINGUAL PAY**

Effective the first full pay period commencing on or after July 1, 2017, the City agrees to increase the bilingual pay amount from one hundred dollars (\$100.00) to one hundred fifty dollars (\$150.00) per month to a persona who is capable of speaking, reading, writing and/or interpreting the language of Spanish, Chinese, Japanese, Vietnamese, Tagalog, and Signing. Qualifying test established by the City shall make determination of capability. Re-testing of

individuals will be required to determine bilingual capability in the above stated languages. Only those individuals who score at the level of “Good” or better will be eligible for bilingual pay.

### **ELECTRONIC DEVICE MONTHLY ALLOWANCE**

Effective the first full pay period commencing on or after July 1, 2017, the City will provide an Executive employee an amount of \$100.00 per month to obtain and maintain access to personal electronic communication devices (smart phones, tablets, laptops, etc.) also used for City business.

### **ATTENDANCE AND LEAVES**

#### **Sick Leave**

The general policy for sick leave will be as set forth, for all full-time employees, in Section 11.4 of the Personnel Rules.

Sick leave will accrue at the rate of 3.6923 hours on a biweekly basis and shall be debited on an hourly basis.

Each eligible employee shall elect his/her maximum sick leave hours accrual. Dependent upon the total number of currently accrued sick leave hours, the maximum sick leave hours accrual may be set at 300 hours, 600 hours or 900 hours. If an eligible employee wishes to elect a maximum sick leave accrual level that is at a higher level than their closest currently accrued sick leave hours, they may do so. The maximum accrual elected by the eligible employee will be irrevocable. Once the election is made by the employee, such excess hours will be removed from the employee's sick leave hours accrual, calculated at their then straight time hourly rate and placed into a sick leave hours bank to be paid at 75% of the total value, with the timing and method of payment to be determined by the City.

When an employee's service with the City is terminated for any reason, no compensation shall be paid for the unused sick leave.

#### **Annual Sick Leave Incentive**

Sick leave shall accrue on hourly basis of eight (8) hours per month and shall be debited on an hourly usage basis. Each January 1, eligible employees will commence to accrue sick leave hours above their prior elected sick leave hours bank (300, 600 or 900). At the close of the calendar year, each eligible employee will receive 75% of the unused portion of sick leave hours as compensation, calculated at their then straight time hourly rate. Payment will be made at the next closest pay period.

#### **Bereavement Leave**

Each classification represented by the Association shall receive the equivalent of their workweek per incident, as needed, for a death in their immediate family. Immediate family shall mean and include only the employee's spouse, children, stepchildren, foster children, grandchildren, parents, grandparents, brothers, sisters, State Registered Domestic Partner and

spouse's Parents and spouse's grandparents. Said time will not be cumulative from one twelve month period to another nor will pay in lieu of unused leave for bereavement is provided.

### Vacation

Employees will be entitled to utilize accrued vacation leave after completion of six (6) months continuous employment with the City. Employees may be eligible to utilize accrued vacation leave at an earlier time, upon written request to and approval of their department head.

The times during which an employee may take his/her vacation leave shall be determined by the department head with due regard for the wishes of the employee and for the needs of the service.

Employees shall, each calendar year, be required to take a minimum of forty (40) consecutive hours vacation leave. In addition, an employee may, with approval of the appointing authority, use vacation leave in lesser increments during the calendar year.

Employees may accumulate up to a maximum of two (2) vacation periods in any one calendar year for the purpose of a vacation leave. A vacation period is defined as the maximum amount of vacation leave accrued by an employee in any calendar year, in accordance with Subsections (a), (b), (c), (d) and (e), as stated below.

- a. Employees having less than five (5) years of employment (vacation accrual = 96 hours per year) the maximum amount of vacation that may be accumulated shall be 192 hours.
- b. Employees having more than five (5) years of service but less than ten (10) years of employment (vacation accrual = 120 hours per year), the maximum amount of vacation that may be accumulated shall be 240 hours.
- c. Employees having more than ten (10) years but less than fifteen (15) years of employment (vacation accrual = 144 hours per year), the maximum amount of vacation that may be accumulated shall be 288 hours.
- d. Employees having more than fifteen (15) years but less than twenty (20) years of employment (vacation accrual = 168 hours per year), the maximum amount of vacation that may be accumulated shall be 336 hours.
- e. Employees having over twenty (20) years of employment (vacation accrual — 192 hours per year). The maximum amount of vacation that may be accumulated shall be 384 hours.

If the employee, because of business necessity, is not able to utilize excess accrued vacation hours, upon written request to and approval of the Department Head, an employee will be given an extension in order to take his/her vacation. In cases where the employee forfeits vacation leave time at the request of the City, upon approval of the Chief Executive Officer or designated representative(s), said employee shall be compensated for forfeited vacation leave time at the employee's current rate of pay. It is the employee's responsibility to schedule vacation time well in advance to avoid forfeiting his/her vacation or to avoid any conflicts.

Business necessity is defined as an urgent operational need requiring the employee's presence, as determined by the Department Head, Human Resources Manager and City Manager.

Human Resources will send out an email reminder on a semi-annual basis reminding employees to routinely check their vacation balances online to determine if they are at a use or lose status.

In the event a legal holiday falls during a vacation leave, such holiday shall not be charged as vacation leave, and the vacation leave shall be extended or accredited accordingly.

Employees who separate from the service of the City shall be eligible to receive compensation for all unused, accrued vacation leave.

#### Administrative Leave

Effective the first pay period including July 1, 2017, each employee shall receive a maximum of sixty (60) hours of administrative leave with pay each fiscal year. The use of such leave shall be at the reasonable discretion of the employee.

Unused time at the end of each fiscal year, June 30, will be paid during the following month of July with said time being calculated at their then straight time hourly rate.

#### Holidays

For employees working a 4/10 plan, the following days shall be observed as holidays:

January 1st, the third Monday in February; the last Monday in May; July 4th; the first Monday in September; November 11th; the fourth Thursday in November; December 24th; December 25th; and such other days as may be designated as holidays by motion of the City Council.

If any of the foregoing holidays falls on a Friday and/or Saturday, the holiday will not be observed on the preceding Wednesday or Thursday. If any of the holidays fall on a Sunday, the Monday following is the holiday in lieu thereof.

#### Floating Holidays

Employees working a 4/10 plan will receive two (2) ten (10) hour days of floating leave, for a total of twenty (20) hours.

#### Holiday Bank

At the beginning of each calendar year, the City will determine how many of the set holidays fall on a Friday and/or Saturday. An employee will be credited with an equivalent number of hours of holiday time ("holiday bank"). Each affected employee will also be credited with the above floating holidays. The actual date for the use of such leave shall be subject to the approval of the Chief Executive Officer. This holiday bankleave can be used in hourly increments and combined with other leave. Employees may accumulate up to a maximum of one hundred (100) hours of holiday bank time.



If an employee, because of business necessity, is not able to utilize accrued holiday bank hours, upon written request to, and approval of the Chief Executive Officer, the employee will be paid for any excess hours over his/her maximum holiday bank hours accrual. Each January 1, such excess hours will be removed from the employee's holiday bank hours accrual, calculated at their then straight time hourly rate and placed in a holiday hours bank to be paid not later than June 30 of the same year.

If an employee separates employment from the City, and has used holiday bank time prior to the occurrence of the actual holiday, he/she will have his/her vacation bank, administrative leave and/or final paycheck reduced to reflect the excess holiday bank time used.

If an employee separates employment from the City, and has not used any eligible accrued holiday bank time, he/she will be paid for such eligible holiday bank time at his/her straight time rate.

City Hall One-Time Closure

One-time City Hall closure: December 26 - 29, 2017; City to provide 20 hours of holiday time for December 27 and 28, 2017.

**DEFERRED COMPENSATION**

Effective the first full pay period commencing on or after January 12, 2020, the City will contribute \$150.00 per month to each employee into a City sponsored defined contribution retirement plan.

# STAFF REPORT



**TO:** Honorable Mayor and Members of the City Council

**FROM:** Shannon Yauchzee, Chief Executive Officer  
Laura J. Thomas, Human Resources/Risk Manager

**DATE:** October 7, 2020

**SUBJECT:** Ratify and Adopt a Resolution to Update the City of Baldwin Park Job Classification Plan by Deleting two (2) Public Works Supervisor Positions and Adding a New Position of Public Works Maintenance Operations Manager and; Approve Updates to the City of Baldwin Park Comprehensive Pay Schedule in Accordance with Cal PERS Established Guidelines

---

## **SUMMARY**

This report is requesting City Council consideration and adoption of resolutions approving the job classification plan, as modified in accordance with applicable rules and regulations. The updated job classification plan includes the deletion of two (2) public works supervisor positions and the addition of a public works maintenance operations manager position.

City Council approval is also being requested to update the comprehensive pay schedule to reflect the new salary schedule of the public works maintenance operations manager in compliance with Cal PERS established guidelines.

## **Recommendation**

Staff recommends that the City Council:

1. Approve, Ratify and Adopt Resolution No. 2020-050 authorizing an amendment to the job classification plan by deleting two (2) Public Works Supervisors and adding a new position of Public Works Maintenance Operations Manager; and
2. Approve, Ratify and Adopt Resolution No. 2020-051 approving the Comprehensive Pay Schedule reflecting the salary range of the Public Works Maintenance Operations Manager; and
3. Authorize the Finance Director to complete the budget amendments and appropriations and make any necessary adjustments.

## **Fiscal Impact**

There will be no additional fiscal impact to the General Fund. The Maintenance Operations Manager position will be funded by special revenue funds and supplemented by Lighting and Landscape Maintenance District (LLMD) funds. Due to the reorganization, elimination of two supervisor positions, and the elimination of overtime, there is an estimated net annual savings of \$115,000 in the General Fund and other special revenue funds.

## **Background**

The Public Works Department is seeking a re-organization of the Maintenance Division to create much needed efficiencies and cost savings. Currently, two Public Works Supervisor positions report to the Director with responsibility for graffiti abatement, park maintenance, fleet maintenance, traffic lighting maintenance and street landscape maintenance programs. To ensure significant annual cost savings and provide better oversight, quality control and management of the field and administrative operations, it is recommended that both Public Works Supervisor positions be eliminated. A mid-level management position will help the department achieve organizational alignment and enhance quality control of maintenance division programs as reflected in the proposed PW Department Organizational chart. Specifically, the new position will provide direct support to the Public Works Director relative to personnel, budget, contract administration, and other day to day operational functions. This will allow the Director to focus more attention on department-wide initiatives to ensure important outcomes and deliverables are met. A position at the mid-management level to oversee various projects; manage field operations; and the administrative affairs of the maintenance division is essential.

Several discussions were held with SEIU as part of the meet and confer process regarding the impacts of the reorganization. During those discussions, the City emphasized that for economic reasons and operational efficiencies, it was critical that the City move forward with the reorganization plan. Moreover, the City provided all of the information requested of SEIU including cost savings; surveys; Maintenance Manager proposed job description; organizational chart; the Personnel Rules with emphasis on Section 13.1 "Reduction in Force"; and information regarding potential impacts on employees who may be affected as a result of the reorganization.

SEIU tentatively agreed with the condition that affected employees be Y rated. The Salary Determination section of the Personnel Rules (*section 13.1 subsection d*), however, does not permit employees who are subject to demotion to receive the same salary of their former position. It states, *"An employee affected by the demotion section shall be placed in the salary range of the position and the step closest to the salary held in the former position but not in excess thereof."* Therefore, the City could not agree to a Y rating as part of this process as agreement would have been a violation of the rules. However, the City did agree to entertain further discussion about Y rating after the reduction in workforce process has been completed. Following the meet and confer process, an official letter was provided to SEIU indicating the City's intent to move forward on the PW reorganization plan.

## **Alternatives**

The alternative is to request further review of the proposed re-organization.

## **Legal Review**

This report has been reviewed and approved by the City Attorney as to legal form and content.

## **ATTACHMENTS**

1. Resolution No. 2020-050 updating the job classification plan to include deletion of two Public Works Supervisors and the addition of a new position of Public Works Maintenance Operations Manager
2. Resolution No. 2020-051 updating the Comprehensive Pay Schedule in accordance with Cal PERS guidelines
3. Public Works Current and Proposed Organizational Chart

**RESOLUTION NO. 2020-050**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK ADOPTING A NEW JOB CLASSIFICATION PLAN IN ACCORDANCE WITH APPLICABLE RULES AND REGULATIONS.**

**WHEREAS**, the City of Baldwin Park, has created a new position of Public Works Maintenance Operations Manager; and

**WHEREAS**, two (2) Public Works Supervisor positions have been deleted from the job classification plan; and

**WHEREAS**, the class specification for Public Works Maintenance Operations Manager has been created to reflect the essential duties, responsibilities, competencies and minimum qualifications; and

**WHEREAS**, the City of Baldwin Park has attached the class specification referred to as Exhibit A.

**WHEREAS**, the City of Baldwin Park has attached the Public Works Organizational Chart referred to as Exhibit B.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BALDWIN PARK HEREBY RESOLVES AS FOLLOWS:**

**Section 1.** The City Council of the City of Baldwin Park meeting in a regularly scheduled session, hereby adopts the creation of a new position of Public Works Maintenance Operations Manager and approves the deletion of two Public Works Supervisors, and adopts the Job Classification Plan, as modified to be effective October 7, 2020 attached here to as Exhibit A.

**Section 2.** This Resolution shall take effect immediately upon its adoption.

**Section 3.** This City Clerk shall enter this Resolution into the official book of resolutions.

**PASSED, APPROVED, AND ADOPTED this 7<sup>th</sup> day of October, 2020.**

---

MANUEL LOZANO  
MAYOR

ATTEST:  
STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES  
CITY OF BALDWIN PARK

} SS:

I, Lourdes Morales, City Clerk of the City of Baldwin Park do hereby certify that the foregoing **Resolution No. 2020-050** was duly adopted by the City Council of the City of Baldwin Park at a regular meeting thereof held on **October 7, 2020** and that the same was adopted by the following vote to wit:

|          |                  |
|----------|------------------|
| AYES:    | COUNCIL MEMBERS: |
| NOES:    | COUNCIL MEMBERS: |
| ABSENT:  | COUNCIL MEMBERS: |
| ABSTAIN: | COUNCIL MEMBERS: |

---

Lourdes Morales  
CHIEF DEPUTY CITY CLERK



## **City of Baldwin Park**

### **PUBLIC WORKS MAINTENANCE OPERATIONS MANAGER**

#### **Class Specification**

**10/07/20**

#### **DEFINITION**

Under the direction of the Public Works Director, oversees, supervises, manages and coordinates Public Works Maintenance Operations and programs including, but not limited to, street and landscape maintenance, park maintenance and facilities and equipment operations; and performs budgetary and administrative support duties within the Maintenance Division of the Public Works Department, and other duties as assigned.

#### **SUPERVISION RECEIVED AND EXERCISED**

General direction is provided by the Public Works Director.

Responsibilities include direct supervision of the Public Works maintenance division staff.

#### **EXAMPLES OF ESSENTIAL FUNCTIONS:**

- Direct activities of maintenance crews, maintenance seniors and supervisory staff concerned with maintenance and construction of City infrastructure, including, streets, sidewalks, trees or other projects by performing the duties personally or through direct reports;
- Manage the overall direction, coordination, and evaluation of all the operational and programmatic components within the Maintenance Division;
- Perform project management duties including reviewing specifications, planning procedure for construction based on project start and completion times, and determining staff requirements for each phase on construction;
- Procure tools and materials in conformance with project schedules;
- Confer with and direct supervisory personnel and subcontractors engaged in planning and executing work procedures, interpreting specifications, and coordinating various phases of construction to prevent delays;
- Confer with supervisory and engineering personnel and inspectors and suppliers of tools and materials to resolve construction problems and improve construction methods;
- Inspect work during each phase to ensure that workmanship conforms to specifications and the adherence to construction schedules;
- Investigate complaints from the general public;
- Responsible for compliance with safe practices; and
- Participates in the development and administration of assigned unit budget; forecast funds needed for staffing equipment, materials, and supplies; monitors and approves expenditures; recommends adjustments as necessary.

## **QUALIFICATIONS**

### **KNOWLEDGE OF**

- Operational characteristics, services, and activities of a public works maintenance program.
- Principles and practices of program development and administration.
- Principles and practices of municipal budget preparation and administration.
- Principles of supervision, training, and performance evaluation.
- Principles and practices of contract administration.
- Pertinent federal, state and local laws, codes and regulations.
- Current methods, terminology, equipment, tools, and materials used in maintenance, repair, and construction of public works structures and systems.
- Types and levels of maintenance and repair activities generally performed in a public works field maintenance program.
- Operational characteristics of tools and equipment used in maintenance, repair, and construction of public work systems.
- Mathematical principles.
- Principles and practices of record keeping and report preparation.
- Occupational hazards and standard safety precautions, rules and regulations.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, databases and tracking programs.

### **ABILITY TO**

- Oversee and participate in the management of a public works maintenance program.
- Supervise, direct, and coordinate the work of subordinates.
- Select, train, and evaluate staff.
- Develop and administer division goals, objectives and procedures.
- Research, analyze, and evaluate alternate service delivery methods and techniques.
- Prepare and administer maintenance operations budgets.
- Prepare clear and concise administrative and financial reports.
- Analyze programs, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Interpret and apply federal, state, and local policies, laws and regulations.
- Ensure adherence to safe work practices and procedures.
- Estimate time, material, and labor costs for maintenance and repair projects.
- Compile data, maintain records and files.
- Provide high level of customer service to internal and external customers.
- Respond to requests and inquiries from the general public.
- Read and interpret maps, plans, sketches, schematics, diagrams, blueprints and engineering drawings.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Demonstrate an awareness and appreciation of the cultural diversity of the community.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of the work.

## **MINIMUM REQUIREMENTS**

### **Experience and Training**

Any combination of education and/or experience that has provided the knowledge, skills, and abilities necessary for satisfactory job performance.

Example combinations include:

### **Education:**

High school graduation or equivalent **and**

### **Experience**

Seven years of increasingly responsible experience in public works maintenance and repair work, which includes five years as a Public Works Supervisor or a position equivalent to a Public Works Supervisor.

A Bachelor's degree in Business, Public Administration or a related field can substitute for four (4) years of the required experience.

An Associate Degree or completion of a Public Works Maintenance Services Certificate program from a recognized college or university can substitute for two (2) years of the required experience.

### **License or Certificate**

**Licenses:** Must possess a valid California Class C Driver's license and a satisfactory driving record. A valid California Class A or B Driver's license is highly desirable.

### **Physical Requirements:**

Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

*Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodation.*

*Note: Class specifications are intended to be descriptive, explanatory, and not restrictive. It is intended to declare what the duties, and responsibilities and the required qualifications of any position shall be.*

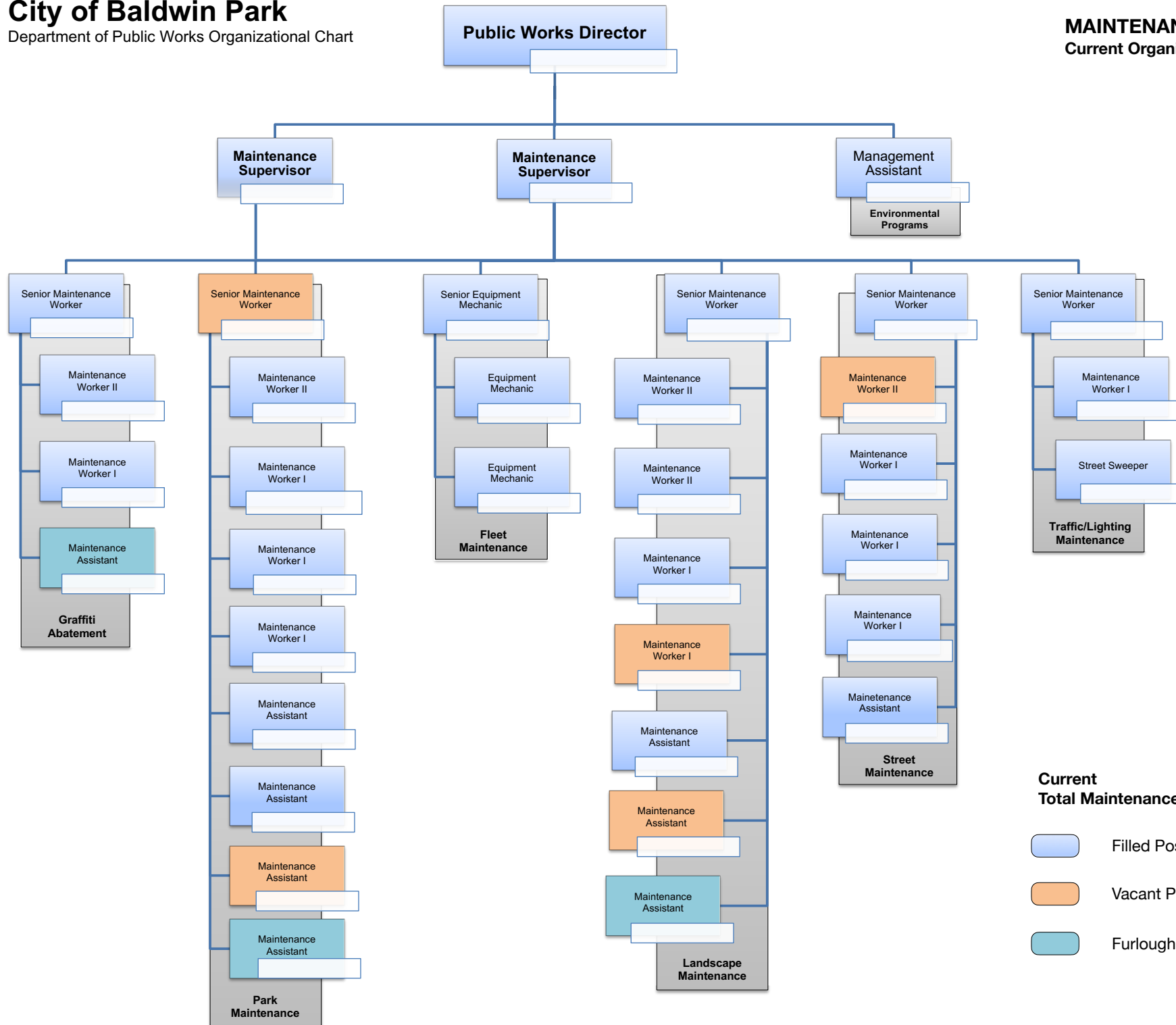
*Council Approval Date: October 07, 2020*



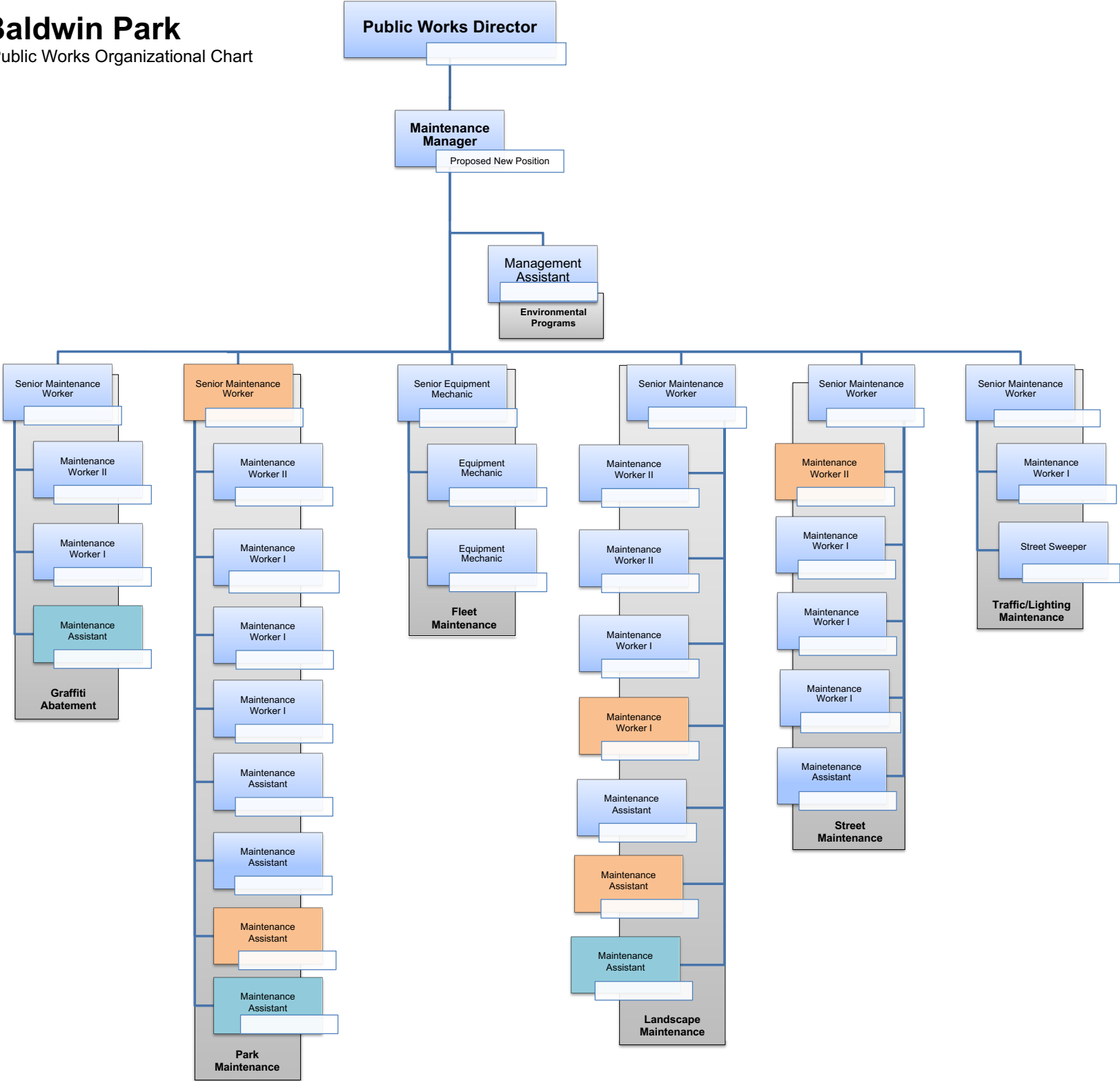
## Department of Public Works Organizational Chart

**MAINTENANCE DIVISION**

### Current Organizational Chart



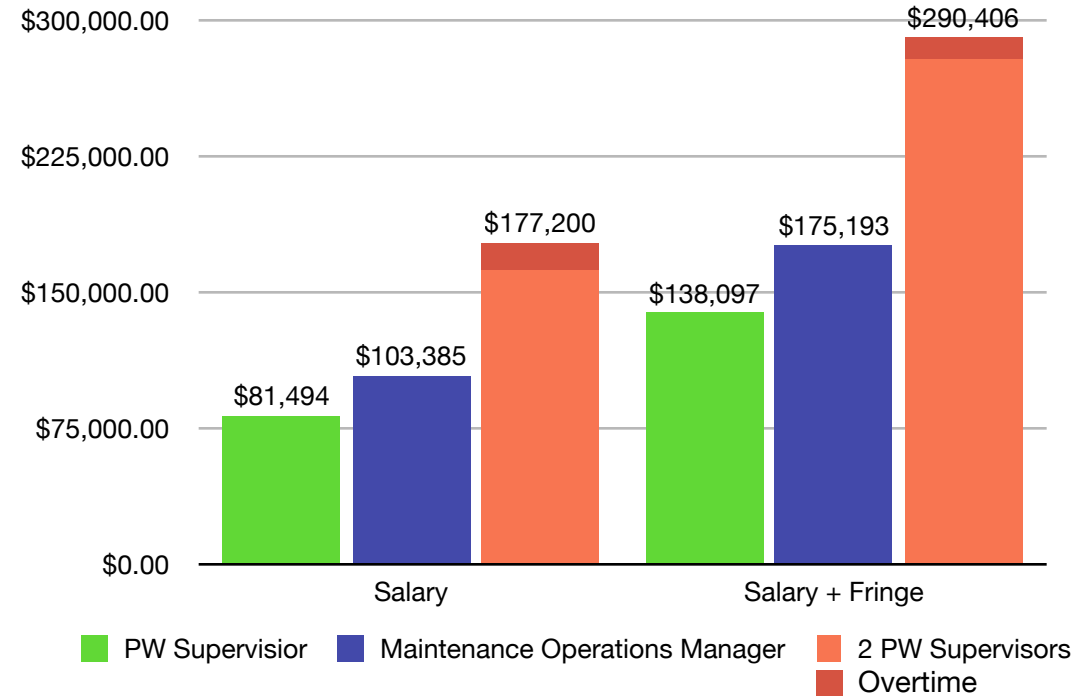
City of Baldwin Park  
Department of Public Works Organizational Chart  
Proposed



# PW Maintenance Operations Manager

Cost Comparison\*

| City            | Ending Salary     |
|-----------------|-------------------|
| Pico Rivera     | \$9,399.00        |
| Alhambra        | \$9,378.00        |
| Diamond Bar     | \$9,323.75        |
| Pasadena        | \$9,207.00        |
| Azusa           | \$8,824.00        |
| Glendale        | \$8,767.00        |
| Rosemead        | \$8,515.00        |
| La Puente       | \$7,868.00        |
| <b>Proposed</b> | <b>\$8,615.47</b> |



## Classified Management Employees Association (CMEA)

| Job Number | Title                                       |         | Step 1       | Step 2       | Step 3       | Step 4       | Step 5       | Step 6       | Step 7        |
|------------|---------------------------------------------|---------|--------------|--------------|--------------|--------------|--------------|--------------|---------------|
| 31041      | Assistant Accounting Manager                | hourly  | \$44.29      | \$46.51      | \$48.83      | \$51.28      | \$53.84      | \$56.53      | \$59.36       |
|            |                                             | monthly | \$7,677.65   | \$8,061.53   | \$8,464.61   | \$8,887.84   | \$9,332.23   | \$9,798.85   | \$10,288.79   |
|            |                                             | annual  | \$92,131.83  | \$96,738.42  | \$101,575.34 | \$106,654.11 | \$111,986.81 | \$117,586.15 | \$123,465.46  |
| 31025      | Building Official/Plan Check Supervisor     | hourly  | \$44.46      | \$46.68      | \$49.02      | \$51.47      | \$54.04      | \$56.74      | \$59.58       |
|            |                                             | monthly | \$7,706.54   | \$8,091.87   | \$8,496.46   | \$8,921.28   | \$9,367.35   | \$9,835.71   | \$10,327.50   |
|            |                                             | annual  | \$92,478.46  | \$97,102.39  | \$101,957.51 | \$107,055.38 | \$112,408.15 | \$118,028.56 | \$123,929.99  |
| 31010      | Engineering Manager                         | hourly  | \$44.29      | \$46.50      | \$48.83      | \$51.27      | \$53.83      | \$56.53      | \$59.35       |
|            |                                             | monthly | \$7,676.93   | \$8,060.77   | \$8,463.81   | \$8,887.00   | \$9,331.35   | \$9,797.92   | \$10,287.82   |
|            |                                             | annual  | \$92,123.14  | \$96,729.29  | \$101,565.76 | \$106,644.05 | \$111,976.25 | \$117,575.06 | \$123,453.81  |
| 31011      | Public Works Maintenance Operations Manager | hourly  | \$ 37.09     | \$ 38.94     | \$ 40.89     | \$ 42.94     | \$ 45.08     | \$ 47.34     | \$ 49.70      |
|            |                                             | monthly | \$ 6,429.00  | \$ 6,750.45  | \$ 7,087.97  | \$ 7,442.37  | \$ 7,814.49  | \$ 8,205.21  | \$ 8,615.47   |
|            |                                             | annual  | \$ 77,148.00 | \$ 81,005.40 | \$ 85,055.67 | \$ 89,308.45 | \$ 93,773.88 | \$ 98,462.57 | \$ 103,385.70 |

\* Includes approximately \$14,212 in overtime for PW Supervisors. Maintenance Manager will be CMEA with no overtime. **Over \$115K in estimated savings annually.**

**RESOLUTION NO. 2020-051**

**A RESOLUTION OF THE CITY COUNCIL TO ADOPT A SALARY RESOLUTION TO ESTABLISH A COMPREHENSIVE PAY SCHEDULE FOR ALL FULL TIME EMPLOYEES, PART TIME EMPLOYEES AND ELECTED OFFICIALS IN ACCORDANCE WITH CALPERS GUIDELINES.**

**WHEREAS**, California Employees Retirement System (CalPERS) does require all government agencies to provide and make available to the public the salary of all full-time employees, part-time employees and Elected Officials in a single salary format specified by CalPERS whenever salary adjustments are made; and

**WHEREAS**, the City of Baldwin Park has created a seven step salary range for the Public Works Maintenance Operations Manager position; and

**WHEREAS**, the City of Baldwin Park compiled the necessary salary data to create a single salary schedule required in compliance with the requirements of CalPERS and has attached said report to this resolution as with the date, October 7, 2020.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BALDWIN PARK DOES HEREBY RESOLVE AND ORDER AS FOLLOWS:**

**SECTION 1.** The City Council of the City of Baldwin Park adopts CC Resolution No. 2020-051 to create the Comprehensive City of Baldwin Park Pay Schedule that includes pay rate information for all full-time and part-time employees as well as Elected Officials.

**PASSED, APPROVED, AND ADOPTED this 7th day of October 2020.**

---

MANUEL LOZANO  
MAYOR

**ATTEST:**  
**STATE OF CALIFORNIA**  
**COUNTY OF LOS ANGELES**  
**CITY OF BALDWIN PARK** } **SS:**

I, Lourdes Morales, City Clerk of the City of Baldwin Park do hereby certify that the foregoing **Resolution No. 2020-051** was duly adopted by the City Council of the City of Baldwin Park at a regular meeting thereof held on **October 7, 2020** and that the same was adopted by the following vote to wit:

AYES: COUNCIL MEMBERS:

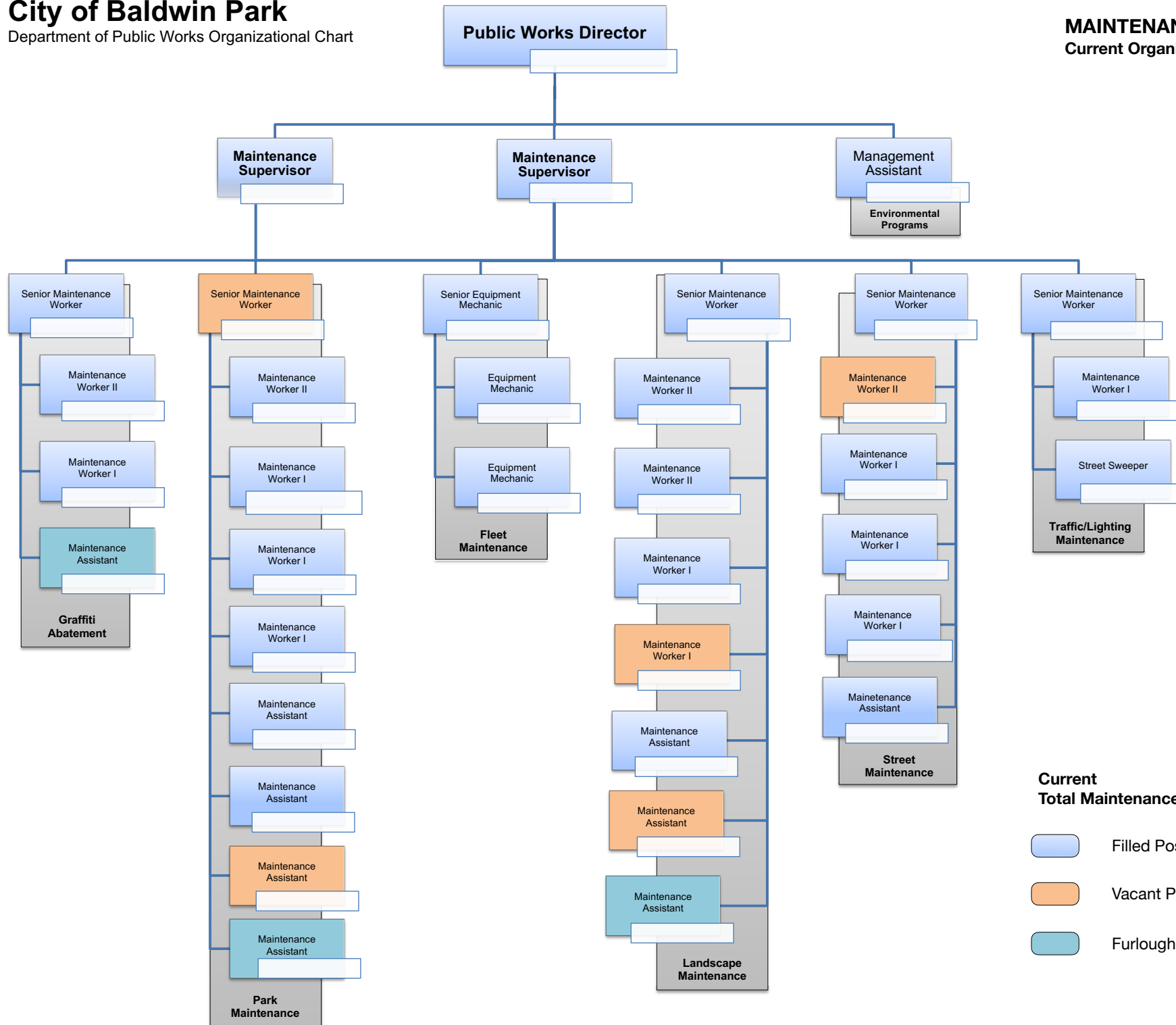
NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

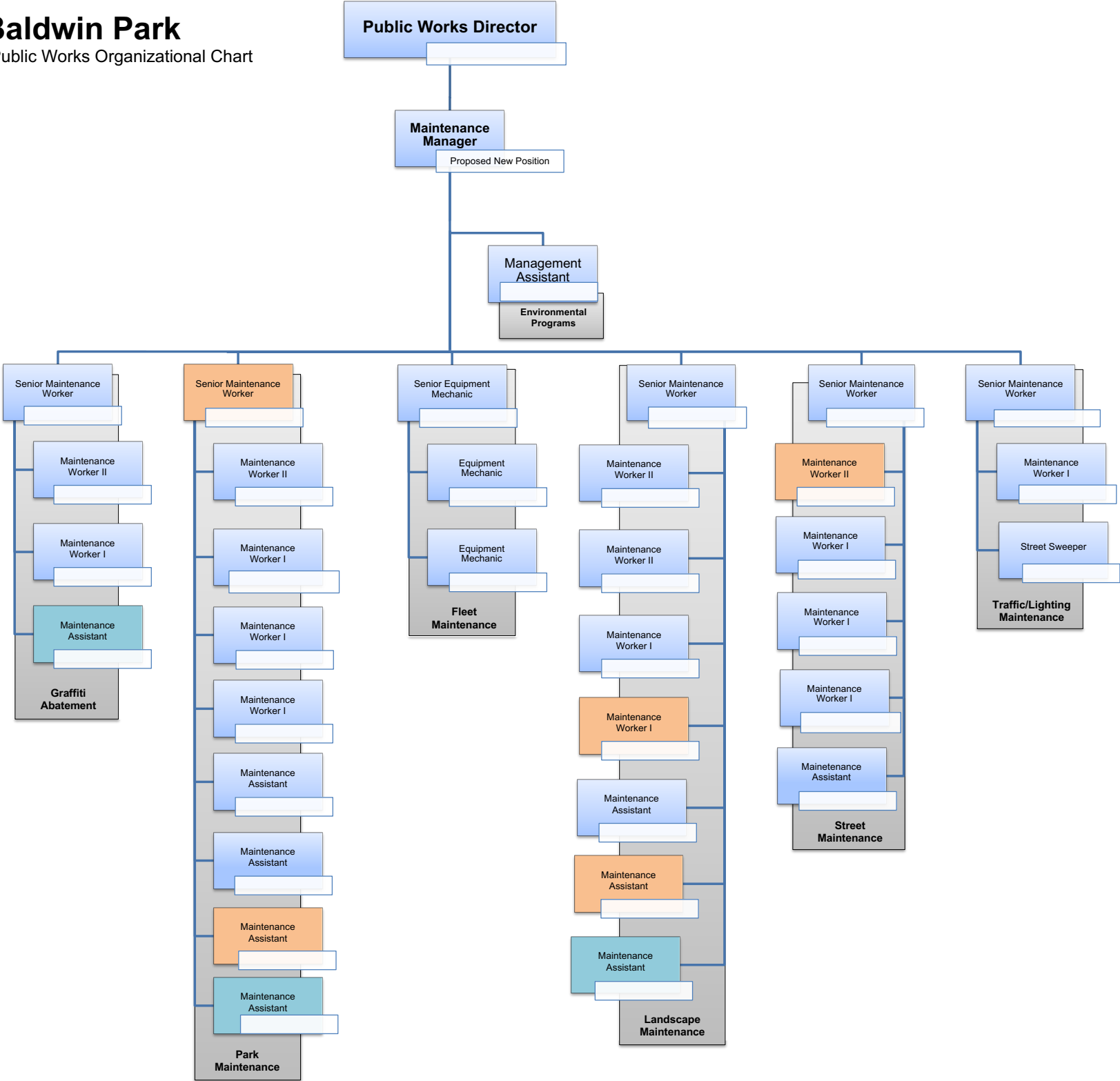
ABSTAIN: COUNCIL MEMBERS:

---

LOURDES MORALES  
CHIEF DEPUTY CITY CLERK



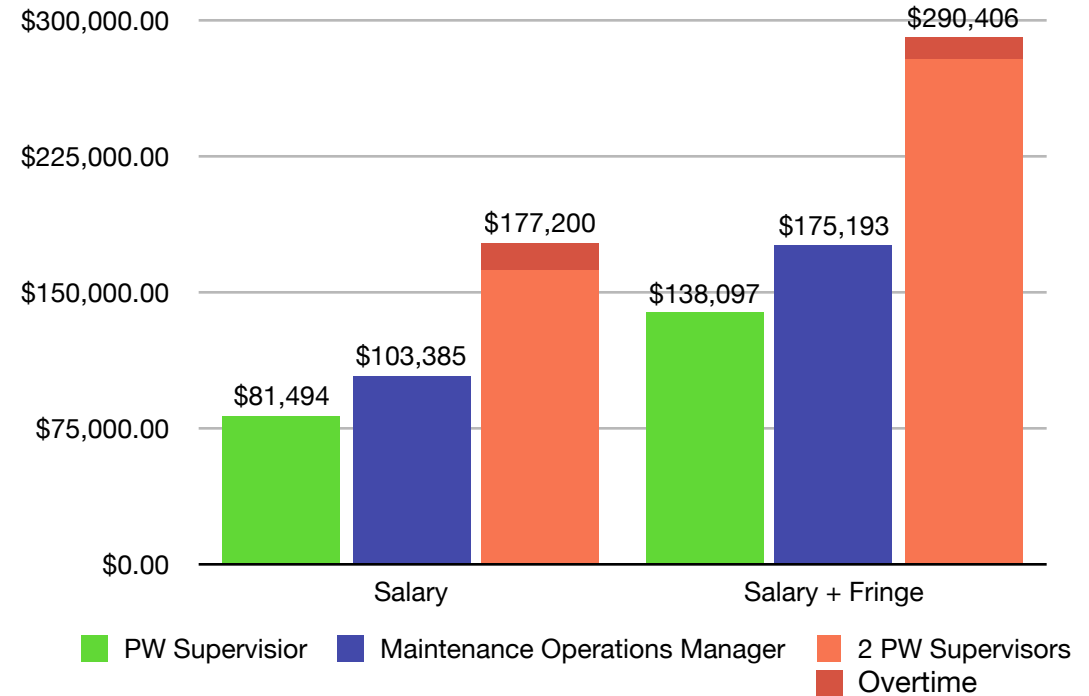
City of Baldwin Park  
Department of Public Works Organizational Chart  
Proposed



# PW Maintenance Operations Manager

Cost Comparison\*

| City            | Ending Salary     |
|-----------------|-------------------|
| Pico Rivera     | \$9,399.00        |
| Alhambra        | \$9,378.00        |
| Diamond Bar     | \$9,323.75        |
| Pasadena        | \$9,207.00        |
| Azusa           | \$8,824.00        |
| Glendale        | \$8,767.00        |
| Rosemead        | \$8,515.00        |
| La Puente       | \$7,868.00        |
| <b>Proposed</b> | <b>\$8,615.47</b> |



## Classified Management Employees Association (CMEA)

| Job Number | Title                                       |         | Step 1       | Step 2       | Step 3       | Step 4       | Step 5       | Step 6       | Step 7        |
|------------|---------------------------------------------|---------|--------------|--------------|--------------|--------------|--------------|--------------|---------------|
| 31041      | Assistant Accounting Manager                | hourly  | \$44.29      | \$46.51      | \$48.83      | \$51.28      | \$53.84      | \$56.53      | \$59.36       |
|            |                                             | monthly | \$7,677.65   | \$8,061.53   | \$8,464.61   | \$8,887.84   | \$9,332.23   | \$9,798.85   | \$10,288.79   |
|            |                                             | annual  | \$92,131.83  | \$96,738.42  | \$101,575.34 | \$106,654.11 | \$111,986.81 | \$117,586.15 | \$123,465.46  |
| 31025      | Building Official/Plan Check Supervisor     | hourly  | \$44.46      | \$46.68      | \$49.02      | \$51.47      | \$54.04      | \$56.74      | \$59.58       |
|            |                                             | monthly | \$7,706.54   | \$8,091.87   | \$8,496.46   | \$8,921.28   | \$9,367.35   | \$9,835.71   | \$10,327.50   |
|            |                                             | annual  | \$92,478.46  | \$97,102.39  | \$101,957.51 | \$107,055.38 | \$112,408.15 | \$118,028.56 | \$123,929.99  |
| 31010      | Engineering Manager                         | hourly  | \$44.29      | \$46.50      | \$48.83      | \$51.27      | \$53.83      | \$56.53      | \$59.35       |
|            |                                             | monthly | \$7,676.93   | \$8,060.77   | \$8,463.81   | \$8,887.00   | \$9,331.35   | \$9,797.92   | \$10,287.82   |
|            |                                             | annual  | \$92,123.14  | \$96,729.29  | \$101,565.76 | \$106,644.05 | \$111,976.25 | \$117,575.06 | \$123,453.81  |
| 31011      | Public Works Maintenance Operations Manager | hourly  | \$ 37.09     | \$ 38.94     | \$ 40.89     | \$ 42.94     | \$ 45.08     | \$ 47.34     | \$ 49.70      |
|            |                                             | monthly | \$ 6,429.00  | \$ 6,750.45  | \$ 7,087.97  | \$ 7,442.37  | \$ 7,814.49  | \$ 8,205.21  | \$ 8,615.47   |
|            |                                             | annual  | \$ 77,148.00 | \$ 81,005.40 | \$ 85,055.67 | \$ 89,308.45 | \$ 93,773.88 | \$ 98,462.57 | \$ 103,385.70 |

\* Includes approximately \$14,212 in overtime for PW Supervisors. Maintenance Manager will be CMEA with no overtime. **Over \$115K in estimated savings annually.**



# STAFF REPORT



TO: Honorable Mayor and Members of the City Council  
 FROM: Robert A. López, Chief of Police  
 DATE: October 7, 2020  
 SUBJECT: City Jail Operations

## SUMMARY

Due to the recent economic downturn and resulting loss of revenues the Police Department was directed to cut 15% of its budget for FY2020-21. To meet this mandate staff found it necessary to eliminate the City Jail in the current fiscal year's budget. Staff was directed to return to Council to provide options to the jail's closure as well as to provide a professional recommendation.

## RECOMMENDATION

Staff recommends that the City Council approve the temporary closure the Baldwin Park City Jail and approve the attached Agreement between the Cities of Baldwin Park and El Monte for the booking and housing of Baldwin Park arrestees at the El Monte City Jail.

## FISCAL IMPACT

Staff was directed to examine two options: keeping the City Jail open and increasing revenues from its operation, closing the jail and booking Baldwin Park arrestees elsewhere. Staff has identified the El Monte City Jail as the most ideal service provider because it is much less expensive than the Sheriff's Department. El Monte jailers will transport Baldwin Park arrestees to the El Monte Courthouse at no additional cost.

| Costs:                    | Baldwin Park City Jail | El Monte City Jail | Sheriff's Department |
|---------------------------|------------------------|--------------------|----------------------|
| Jailers, facility, admin. | \$378,199              | \$0                | \$0                  |
| Program income            | \$45,544               | \$0                | \$0                  |
| Cost per booking          | \$0                    | \$135              | \$205                |
| Housing per day           | \$0                    | \$50               | \$205                |
| <b>Total cost</b>         | <b>\$332,655</b>       | <b>\$190,226</b>   | <b>\$357,533</b>     |

With these data, and only \$50,000 available from the existing approved budget, a most fiscally responsible estimated additional impact to the General Fund would be \$175,833 to the current fiscal year by closing the Baldwin Park City Jail and booking Baldwin Park arrestees at El Monte City Jail under the terms of the recommended agreement.

## BACKGROUND

The City of Baldwin Park opened its City Jail for operations in 1997. It has operated continuously since then. In FY2019-20, the City faced serious budget constraints continuing forward into FY2020-21. In order to meet required budget cuts, the Police Department examined all areas of costs. One significant area identified as a potential source of significant budget reduction was the City Jail. Staff submitted the Police Department's FY2020-21 budget with the City Jail budget eliminated.

At the August 5, 2020 regular meeting of the City Council, staff was directed to bring back information on a new source of potential income as an alternative to closing the City Jail. Staff has studied the options of keeping the jail open versus closing the jail, and the study results are below.

### Keeping the Baldwin Park City Jail Open

|                                 |                                                           |
|---------------------------------|-----------------------------------------------------------|
| Southwest Patrol, Inc contract  | \$360,000 (lowest bid)                                    |
| PD administrative oversight     | \$4,489 (approx. 5 hours/mo. @ top step Cmdr - @74.81/hr) |
| Facility utilities, maintenance | \$13,710/yr (per Building Maintenance Supervisor)         |
| Total City Jail cost (overhead) | \$378,199                                                 |

|                        |          |
|------------------------|----------|
| Irwindale PD income    | \$7,500  |
| BPUSD PD income        | \$1,500  |
| CHP income             | \$27,300 |
| Pay to Stay income     | \$9,244  |
| Total City Jail income | \$45,544 |

Total Baldwin Park City Jail net negative impact to the General Fund: \$332,655

Source data for the above figures are as follows:

After providing a discounted quote of \$356,249.00 for FY 2020-21, the GEO Group (the City's current jail service provider) notified the City that they intend to cancel our service contract in September, 2020. Staff has obtained a service extension until the end of October, 2020. Staff have obtained service quotes from two other private jail providers to assume operation of the City Jail. Southwest Patrol, Inc., has offered a bid of \$360,000.00 per year and G4S Secure Solutions, Inc. has offered a bid of \$392,701.80 (with price increases after the first year). Both bids are attached.

The Irwindale Police Department and Baldwin Park Unified School District Police Department contract with the City to book arrestees at the Baldwin Park Jail. Given the reduction in arrests and bookings seen as a result of bail reductions imposed by the County due to COVID-19 and safer practices among field officers, staff estimates that combined income from these two agencies will be approximately \$9,000.00 per year.

Staff studied reinvigorating the City Jail's "Pay to Stay" program. Staff audited income from program years 2009 through 2016. The average net income realized during that time was \$18,487 per year. Due to substantial reductions in the number of arrests being made and jail sentences being imposed by the courts due to the pandemic, staff believes that 50% of previous income, or \$9,244 per year, is a prudent estimation of the maximum possible income this fiscal year.

Staff studied the addition of California Highway Patrol (CHP) officers booking at the Baldwin Park City Jail. CHP estimates that they can bring 50-100 new bookings per month to the City Jail. CHP, however, would not pay Baldwin Park for this service; instead, income would come from the standard \$175.00 booking fee which Baldwin Park charges to all persons booked at the City Jail. The Finance Department reports that 87% of booking fees are never paid, even after being serviced by CB Merchants debt collectors. As such, the most that the City might realize from this new income source is \$27,300 per year.

### Closing the Baldwin Park City Jail, Booking at El Monte City Jail

|                                  |                                                             |
|----------------------------------|-------------------------------------------------------------|
| Cost of booking at El Monte Jail | \$135 per booking, \$50 per additional day of housing       |
| Average BP arrests past 3 years  | 1911                                                        |
| 50% reduction due to COVID-19    | 955 (per COVID bail rules and estimated by Jail Supervisor) |
| Cost of bookings:                | \$128,925 (955 bookings x \$135)                            |

|                                                                  |                                                                                                                                                           |
|------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| Est. cost of additional housing days:                            | \$19,100 (80% released, 20% housed; avg. 2 additional days housing each)                                                                                  |
| Subtotal:                                                        | \$148,025                                                                                                                                                 |
| Additional officers' time booking at EM:                         | Approx. 1 hour (drive time to and from, processing at El Monte, new additional driving now required to book property/evidence at Baldwin Park PD station) |
| Officer rate:                                                    | \$44.19 (top step officer base pay)                                                                                                                       |
| Subtotal:                                                        | \$42,201 (955 bookings x 1 hour x \$44.19)                                                                                                                |
| Total El Monte City Jail net negative impact to the General Fund | <u>\$190,226</u>                                                                                                                                          |

Staff also studied the cost of booking arrestees at the Sheriff's Department:

Closing the Baldwin Park City Jail, Booking at the Los Angeles County Sheriff's Department

|                                                                    |                                                                                                                                                                    |
|--------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Cost of booking at Sheriff's Dept                                  | \$204 per booking, \$204 per additional day of housing                                                                                                             |
| Average BP arrests past 3 years                                    | 1911                                                                                                                                                               |
| 50% reduction due to COVID-19                                      | 955 (per COVID bail rules and estimated by Jail Supervisor)                                                                                                        |
| Cost of bookings:                                                  | \$194,820 (955 bookings x \$204)                                                                                                                                   |
| Est. cost of additional housing days:                              | \$78,310 (80% released, 20% housed; avg. 2 additional days housing each)                                                                                           |
| Subtotal:                                                          | \$273,130                                                                                                                                                          |
| Additional officers' time booking at SD:                           | Approx. 2 hours (drive time to and from, processing at Twin Towers Jail, new additional driving now required to book property/evidence at Baldwin Park PD station) |
| Officer rate:                                                      | \$44.19 (top step officer base pay)                                                                                                                                |
| Subtotal:                                                          | \$84,403 (955 bookings x 2 hours x \$44.19)                                                                                                                        |
| Total Sheriff's Department net negative impact to the General Fund | <u>\$357,533</u>                                                                                                                                                   |

The Los Angeles County Superior Court realigned City of Baldwin Park criminal cases to the El Monte Courthouse, making the El Monte PD the ideal choice at which to book arrestees as El Monte jailers will transport Baldwin Park arrestees to court at no additional cost.

Staff have worked closely with El Monte PD staff to draft a proposed agreement between the two cities, and the proposed agreement is attached. The agreement, if signed, will be dated and take effect on October 20, 2020, the day on which the agreement will be presented to the El Monte City Council for their approval.

Should City Council direct that the Baldwin Park City Jail remain open, full funding will need to be identified. The adopted budget for FY2020-2021 does not have a budget for the City Jail included due to the current economic crisis.

**ALTERNATIVES**

1. Close the Baldwin Park City Jail and enter into the proposed agreement with the City of El Monte to book and house arrestees at their jail facility.

2. Keep the Baldwin Park City Jail open and identify funds for its operation in the amount of \$378,199 and authorize the City Attorney to review the attached proposal from Southwest Patrol, Inc. and authorize the Mayor to execute the agreement.
3. Council may provide other direction however time is of the essence as the GEO Group contract extension expires at the end of October, 2020.

#### **LEGAL REVIEW**

The proposed agreement with El Monte has been reviewed by the City Attorney as to form and content.

#### **ATTACHMENTS**

1. Proposed agreement with the City of El Monte.
2. Service quote from Southwest Patrol, Inc.
3. Service quote from G4S Secure Solutions, Inc.



2020

AGREEMENT BETWEEN THE CITY OF EL MONTE AND THE CITY OF BALDWIN PARK TO BOOK AND HOUSE JAIL INMATES OF THE BALDWIN PARK POLICE DEPARTMENT ARRESTEES AT THE EL MONTE CITY JAIL

THIS AGREEMENT (hereinafter, "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2020 by and between the CITY OF EL MONTE, a municipal corporation (hereinafter, "El Monte") and the CITY OF BALDWIN PARK, a municipal corporation (hereinafter, "Baldwin Park"). For the purposes of this Agreement, El Monte and Baldwin Park may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to El Monte or Baldwin Park interchangeably.

RECITALS

WHEREAS, El Monte owns, maintains and operates the El Monte City Jail ("El Monte Jail"); and

WHEREAS, Baldwin Park desires to use the El Monte Jail to house its arrestees; and

WHEREAS, EL MONTE developed plans and specifications to complete the necessary work to implement the Project; and

WHEREAS, the execution of this Agreement was approved by the El Monte City Council at its Regular Meeting of \_\_\_\_\_, 2020 under Agenda Item No. \_\_\_\_\_.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, El Monte and Baldwin Park agree as follows:

**ARTICLE I – PURPOSE AND SCOPE OF SERVICE**

The purpose of this Agreement is to establish the requirements between El Monte and Baldwin Park for the booking and housing of Baldwin Park Police Department arrestees at the El Monte Jail. The Agreement delineates each party's responsibilities relative to this relationship.

Subject to the provisions of this Agreement, El Monte agrees to accept and provide for the secure custody, care, and safekeeping of Baldwin Park Police Department arrestees

in accordance with state and local laws, standards, policies and procedures, or court orders applicable to the operations of a Type I Jail Facility. Any physically and/or mentally ill or injured prisoner, pregnant/lactating woman, arrestee with a communicable disease, or prisoner taking prescribed medication(s) (as specified in the City of El Monte Police Jail Manual Medical Procedures) will not be accepted in the El Monte City Jail. Further, El Monte reserves the right to refuse to house any arrestees at its sole discretion.

Neither this Agreement nor any interest therein may be assigned or transferred to any other party without advanced written consent from the other party.

## **ARTICLE II – TERM**

This Agreement shall have a term of two (2) years commencing from the Effective Date (hereinafter, the “Term”). The Agreement may be extended by El Monte subject to its same terms and conditions for a maximum of two (2) additional one-year extension terms, provided El Monte issues written notice of its intent to extend the Term of the Agreement prior to the expiration of the initial Term.

## **ARTICLE III – TRANSPORTATION**

Baldwin Park Police Department agrees to transport those arrestees they desire to be held at the El Monte City Jail. The Baldwin Park Police Department shall contact the El Monte Police Jail Facility prior to any such transport and advise the number of arrestees, and the charges of the arrestee(s). Female inmates should be taken to Los Angeles County Detention Facility for long term housing. All Baldwin Park Police Department officers and inmates arriving at the El Monte Police Facility, shall comply with all El Monte Police directives for safety and protection of personnel and prisoners.

## **ARTICLE IV – BOOKING**

Upon arrival at the El Monte Jail, the arresting/transporting officer from Baldwin Park Police shall conduct a full pat-down search and remove all personal property from the arrestee (except clothing), including shoes. The arresting/transporting officer from Baldwin Park shall conduct a timely booking search in the jail booking area and be responsible for the seizure, documentation, and storage of located contraband. The arresting/transporting officer from Baldwin Park shall complete all El Monte Police booking documents. The El Monte Jailer will perform a secondary booking search in the presence of the arresting/transporting officer from the Baldwin Park Police Department. Any evidence or contraband will be turned over to the arresting/transporting officer. In the event that the Baldwin Park Police Department

arresting/transporting officer has reason to believe that the arrestee might meet specified criteria disallowing booking at the El Monte Jail (i.e., visible injuries on the arrestee, use of force on the arrestee, the arrestee exhibiting signs/symptoms of illness or injury, etc.), they shall transport the arrestee to the appropriate medical facility as soon as possible to receive a medical clearance prior to transporting the arrestee to the El Monte Jail.

Baldwin Park Police arresting/transporting officer will conduct a Pre-booking Medical Screening of all arrestees. If during the medical screening process and review by the El Monte Jail staff or the El Monte Police Watch Commander, it is determined that the arrestee meets specified criteria disallowing booking at the El Monte Jail, the Baldwin Park Police arresting/transporting officer shall transport the arrestee to the appropriate medical facility as soon as possible to obtain a medical clearance. If it is determined that a medical emergency exists, the L.A. County Fire Department Paramedics shall be summoned to the jail. If the paramedics determine the arrestee needs to be transported to the hospital, the arresting/transporting officer from Baldwin Park Police Department shall accompany the arrestee to the hospital. All costs associated with the emergency transportation of the arrestees by ambulance, as may be required by this paragraph, shall be borne by Baldwin Park.

All arrestees that have been injured or ill that have been seen and cleared by a doctor to be booked and housed at the El Monte Jail shall have written documentation from the attending doctor stating that the arrestee has been cleared or approved for booking and housing at the El Monte Jail.

Up until the point where the El Monte Police Jailer accepts full custody of the arrestee, the arresting/transporting officer from the Baldwin Park Police Department shall remain with their arrestee. The jail shall enter each arrestee into the Los Angeles County Jail Booking System (JDIC). El Monte Police Jail Staff shall Live Scan fingerprint and take a digital photograph of each arrestee. An electronic copy of each arrestee photograph will be furnished to the Baldwin Park Police Department.

Baldwin Park Police Department officers shall be responsible for completing Probable Cause Declarations ("PCD") as required by law. The PCD will be completed prior to the arresting/transporting officer leaving the El Monte Jail. Access and use of the LA County Online PCD System ("E-PCD") shall be provided to the Baldwin Park Police Department officers.

Juvenile arrestees/detentions will be booked and housed in non-secure or secure housing for a maximum of six (6) hours. If a juvenile is not expected to be released within the six (6) hour time limit, Baldwin Park Police Department personnel shall be

required to remove the juvenile from the El Monte Jail before the six (6) hour time limit expires. Juveniles requiring transportation to a juvenile detention facility will be the responsibility of Baldwin Park Police personnel.

Baldwin Park Officers shall be allowed to utilize the El Monte Jail Intoximeter for breath tests of DUI arrestees.

While utilizing the El Monte Jail, the Baldwin Park Police Department and its employees agree to comply with all regulations and guidelines of the El Monte Police Jail Manual. This manual is attached as Exhibit A of this Agreement.

#### **ARTICLE V – PRISONER PROPERTY**

The Jailer shall receive the prisoner's property and itemize each piece of property on the booking sheet. Excess property that cannot fit within the approved Los Angeles County Sheriff's property bag is to be retained by the Baldwin Park Police Department.

#### **ARTICLE VI – HOUSING**

Upon the completion of the booking process, the arrestee will be placed in general population, unless directed otherwise. The arrestees will remain in the custody of the El Monte Jail up to the point they are transported to court, or are released on a citation, released pursuant to California Penal Code Section 849, or post bail or bond. El Monte Police Jail staff will accept and process Bail and Bail Bonds, with all documents being forwarded to the Baldwin Park Police Department for final disposition. Jail staff will notify Baldwin Park Police Department dispatch of any Baldwin Park inmate that posts bail for release.

Arrestees approved for release shall be released from the El Monte Jail unless otherwise directed by the Baldwin Park Police Watch Commander.

#### **ARTICLE VII – NOTIFICATION OF RELEASE**

Whenever possible, the El Monte jailers shall notify the Baldwin Park Police Department Watch Commander before any Baldwin Park Police Department arrestee is released from custody.

#### **ARTICLE VIII – ACCESS TO INTERVIEW AND FACILITIES**

It will be the responsibility of the Baldwin Park Police Department to advise their arrestees of their constitutional rights and subsequent waiver and statement as required



by law.

El Monte Police Department will make available interview rooms for Baldwin Park officers and detectives to conduct arrestee interviews. A visitor interview room will also be available for prisoner visits and family members, clergy, and attorneys. Visitor interviews will be handled by the El Monte Police Jail staff.

#### **ARTICLE IX – COURT TRANSPORTATION AND APPEARANCE**

The El Monte Jail staff and Police personnel will transport those arrestees designated for arraignment to the El Monte Superior Court jail lock-up. It will be the responsibility of the Baldwin Park Police Department to notify the Jail staff by 8:00 am on the day of their appearance in court which arrestees require transportation to court. Transportation will only be provided to the El Monte Superior Court. Transportation to any other courthouse shall be the sole responsibility of Baldwin Park Police Department.

Online Video Court Arraignment is operational at the El Monte Jail. El Monte Jail staff will facilitate video arraignment request from the Baldwin Park Police Department.

#### **ARTICLE X – FEEDING**

Arrestee mealtimes are set at 0600 hours, 1200 hours and 1800 hours. Arrestees that come in between feeding periods will be afforded the opportunity to eat following the booking process.

#### **ARTICLE XI – WARRANT CHECKS**

Prior to booking, it will be the responsibility of the Baldwin Park Police Department to conduct warrant checks on each arrestee based on known aliases and date of birth. All applicable law enforcement data banks shall be queried. Verified warrants shall be added to the arrestee's primary charge.

Notification of any supplemental warrants or wants or identified changes discovered by El Monte Jail staff will be added to the Los Angeles County Booking System by El Monte Jail staff. All added charges, warrants and documentation will be forwarded to the Baldwin Park Police Department.

#### **ARTICLE XII – CRIMINAL HISTORY/RAPS**

The arrestee's criminal history records for criminal filing will be processed by the Baldwin Park Police Department.

**ARTICLE XIII – MEDICAL EMERGENCY TRANSPORTATION**

Once an arrestee is booked and placed in general population, and if an emergency condition develops, the L.A. County Fire Department Paramedics will be summoned. If the paramedics determine the inmate needs to be transported to a hospital for treatment, El Monte Police personnel will provide security to the hospital. The Baldwin Park Police Department Watch Commander shall be notified as soon as possible whenever one of their arrestees is transported from the El Monte Jail. The Baldwin Park Police Department will respond to the hospital facility and take custody of the inmate within 30 minutes of notification. Any delay in response, after the 30 minute grace period, may be billed at the hourly Police Officer rate for El Monte Police personnel assigned for transportation and security, with all associated cost paid by the Baldwin Park Police Department.

If the Baldwin Park Police Department is unable to respond to obtaining custody of an inmate within a reasonable period of time, at the discretion of the El Monte Police Watch Commander, the arrestee may be cited out, released under California Penal Code Section 849, or transported to L.A. County Jail for housing. All costs associated with arrestee transfers as provided for under this paragraph shall be borne by the Baldwin Park Police Department.

**ARTICLE XIV – NON-EMERGENCY MEDICAL TRANSPORTATION**

The Baldwin Park Police Department shall be notified prior to the transportation of an arrestee requiring non-emergency medical treatment. The Baldwin Park Police Department shall respond to complete the non-emergency medical transportation activities.

The El Monte Police Department Watch Commander may determine if conditions exist for the immediate removal and transport of the arrestee from the jail for non-emergency medical treatment prior to the Baldwin Park Police Department arrival. Assigned El Monte Police Department personnel will function as guards pending Baldwin Park Police Department personnel arrival.

The inmate may not return to the El Monte Jail unless they have been approved to be booked/housed at the El Monte Jail by a medical doctor. Responsibility and costs associated with arrestee transfer as provided for under this paragraph shall be borne by the Baldwin Park Police Department.

## **ARTICLE XV – BOOKING/HOUSING CHARGES**

Baldwin Park Police Department shall compensate the El Monte Police Department ONE HUNDRED THIRTY-FIVE DOLLARS (\$135.00) for each of their arrestees booked into the El Monte Jail. Additional costs associated with necessary medical services, including transportation and/or booking fees for an arrestee being transferred to L.A. County Jail prior to arraignment will be the responsibility of the Baldwin Park Police Department.

In addition to the booking charges, Baldwin Park Police Department shall pay the El Monte Police Department a daily housing fee of FIFTY DOLLARS (\$50.00) for every day the arrestee is housed at the El Monte Jail following the booking. The daily housing fee will not be charged on the same day as initial booking process fee and will instead commence at Noon the day following the booking. This housing fee is designed to recover the cost of feeding, services, hygiene and supervision of the inmate.

The El Monte Jail will maintain a ledger reflecting the arrestee's name, booking number/case number, date and time booked, date and time released, and method of release. Each month a copy of this ledger, along with an invoice, will be sent to the Baldwin Park Police Department for payment.

The Baldwin Park Police Department will submit payment for any invoices received within thirty (30) days of receipt.

Schedule of Increase of booking and housing fees effective July 1 of the respective Year:

|      | Booking Fee: | Daily Housing Fee: |
|------|--------------|--------------------|
| 2022 | \$ 140.00    | \$ 52.50           |
| 2024 | \$ 145.00    | \$ 55.00           |

## **ARTICLE XVI – INDEMNIFICATION AND INSURANCE**

A. Each City shall indemnify, defend, and hold harmless each other City, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the respective acts of each City or their personnel arising from or related to this Agreement; provided, however, that no City shall indemnify another City for that City's own negligence or willful misconduct. The reciprocal duty, to indemnify, defend and hold harmless as set forth under this Section, shall also embrace any employment-related

claims, including workers compensation claims brought by employees or other personnel of El Monte or Baldwin Park. This subsection shall survive the termination of this Agreement.

B. In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the Cities hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, shall assume the full liability imposed upon it or any of its officers, agents, or employees, by law for injury caused by any act or omission occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose, each City indemnifies, defends, and holds harmless each other City for any liability, cost, or expense that may be imposed upon such other City solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein. This subsection shall survive the termination of this Agreement.

C. Each City certifies that it has an adequate self-insured retention of funds to meet any obligation arising from this Agreement. Each City also certifies that it has an adequate self-insured retention of funds to meet any obligation or liability arising from this Agreement.

## **ARTICLE XVII – TERMINATION OF AGREEMENT**

Either party may discontinue this Agreement within sixty (60) days written notice or sooner if mutually agreed upon in writing by both parties.

## **ARTICLE XVIII – NOTICE**

All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

El Monte Police Department  
Attn: Chief of Police David Reynoso  
11333 Valley Blvd  
El Monte, CA 91731

Baldwin Park Police Department  
Attn: Chief of Police  
14403 Pacific Avenue  
Baldwin Park, CA 91706

## **ARTICLE XIX – MISCELLANEOUS**

A. EL MONTE'S RIGHT TO ENGAGE WITH OTHER PARTICIPATING CITIES: El Monte reserves the right to enter into other similar agreements with other cities and public agencies.

B. GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

C. ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

D. SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.

E. NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

F. CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

G. SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

H. AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to El Monte approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

I. CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.

J. INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

K. ENTIRE AGREEMENT: This Agreement, including all attached exhibits, is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between El Monte and Baldwin Park prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties.

L. COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart shall be valid or binding unless made to all three counterparts in conformity with Section M, above. One fully executed original counterpart shall be delivered to Baldwin Park and the remaining two original counterparts shall be retained by El Monte.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

**CITY OF EL MONTE**

**CITY OF BALDWIN PARK**

By: \_\_\_\_\_  
Alma K. Martinez  
City Manager

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Richard Padilla,  
Assistant City Attorney

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Toll Free: 1(800) 716-0600  
Fax: (909) 861-2426

838 N. Diamond Bar Blvd.  
Diamond Bar, CA, 91765

## **SOUTHWEST PATROL, INC.**



### Proposal for Security Service City of Baldwin Park Police Department

Julio Martinez  
Manager  
Jail Operations

July 14, 2020



# **TABLE of CONTENTS**

|                           |            |
|---------------------------|------------|
| TOTAL SECURITY MANAGEMENT | Page 2     |
| SERVICES & LOCATIONS      | Page 3     |
| PERSONNEL SELECTION       | Pages 4-6  |
| UNIFORMS & EQUIPMENT      | Page 7     |
| BENEFITS & RECOGNITION    | Page 8     |
| INSURANCE & CONDITIONS    | Page 9-10  |
| PRICING                   | Page 11    |
| REFERENCES                | Page 12-13 |

## **Total Security Management**

*SOUTHWEST PATROL, INC.* is built on a strong foundation of providing services to meet each client's distinctive needs. Our foundation includes assuring each client that they and their assets will be well protected by our qualified and licensed security officers.

We are a multi-talented organization with expert professionals who have the background, education and experience to provide a superior level of service in a timely and cost-effective manner.

Our goal is to provide a single source of professional resources and technical expertise to perform a wide range of services to meet all of a company's or individual security-related needs. Whether in areas affecting human, financial, or physical resources, our objective is to protect assets and reduce exposure to loss.

The *SOUTHWEST PATROL, INC.* approach is designed to provide professional assistance to our clients in developing, staffing, and operating a security program or if there is an existing program, we work with the client in every way. The entire *SOUTHWEST PATROL, INC.* staff provides direct support to your supervisory training, loss prevention consulting, and commercial, industrial, and institutional security, to include high-rise buildings, fire-life safety systems, and emergency procedures.

Our administration is staffed with experienced, knowledgeable and professional employees who are waiting to provide you with prompt and courteous service. We hold our ethics and standards to the highest of levels and conduct ourselves accordingly, remembering that we work for you. Our mission is to provide you with one-source security solutions.

## **Services & Locations**

### **Our SERVICES include, but are not limited to:**

- ❖ Uniformed Officer / Plain clothes Officers
- ❖ Armed / Unarmed Officers
- ❖ Security Patrol Services
- ❖ Body Guards / Executive Protection
- ❖ Escort Services
- ❖ Internal Theft & Loss Prevention Services
- ❖ Investigations
- ❖ Undercover operations
- ❖ Security Consultations

### **We service, but are not limited to, the following types of LOCATIONS:**

- ❖ Airports / Bus Stations / Train Stations
- ❖ Apartments Complexes / Condominiums\
- ❖ Commercial / Industrial / Warehouse Building and Lots
- ❖ Construction sites/ Shopping Centers

### **SPECIAL EVENTS, include but are not limited to:**

- ❖ Banquets / Award Ceremonies
- ❖ Concerts
- ❖ Fairs and Carnivals
- ❖ Fund-raisers
- ❖ Funerals
- ❖ Government functions
- ❖ Political Parties
- ❖ Sale Events
- ❖ Shows (Car, Garden, Gun, Bridal, Computer, etc.)
- ❖ Sporting Events
- ❖ Strikes
- ❖ Weddings

## **Personnel Selection**

The selection processes an assessment of each applicant's character, ability, reputation, habits, and associates. They are required to take oral and written examinations, as well as complete a thorough background investigation. In addition, a complete criminal history check through the Department of Justice and the Bureau of Security and Investigative Service is conducted. An assessment of each applicant's profile and training is then made to ascertain if their background and prior employment is adequately suited to your company's specific needs. Additionally, all of our officers receive extensive training to develop their interpersonal relation skills so that they will be discreet and non-confrontational in situations requiring their intervention. Although the aforementioned seems more than sufficient, we go even further in ensuring quality service. Each shift has a patrol supervisor who is accountable for the activities of officers assigned to his/her shift.

### **Security Officers:**

Our security officers are trained and licensed and meet all requirements of the State for Private Security Guards, including age, citizenship/residency, and authorization to work in the United States. A background check of each security officer is not only conducted by the State, but is mandated and completed by *SOUTHWEST PATROL, INC.*

To best serve you, we can provide unarmed as well as armed, (formal or informal) uniformed or plain-clothes security officers. We have the ability to provide standing/foot patrol, bike patrol, or on-site vehicle patrol (including the use of golf-carts).

Whether you need security officers for your person, parking lot, small business or high-rise structure, we can meet all your needs.

Because society is forever changing, our officers continue training in the latest security and enforcement techniques and are kept up-to-date on the latest laws passed.

### Executive Protection:

Our “bodyguards” meet all State requirements, including certification. Bodyguard services are performed by experienced and certified bodyguards, retired law enforcement officers, reserve law enforcement officers or off-duty law enforcement officers.

Our certified “bodyguards” are experienced and fully trained in vehicle and motorcade tactics, close quarters tactics, and evacuation methods. Our “bodyguards” maintain their certifications for the usage of batons, pepper spray and firearms.

Because society is forever changing, our “bodyguards” continue training in the latest security and enforcement techniques and are kept up-to-date on the latest laws passed.

### Patrol Services:

Our patrol officers are trained and licensed and meet all requirements of the State for Private Security Guards, including age, citizenship/residency, and authorization to work in the United States. A background check of each patrol officer is not only conducted by the State, but is mandated and completed by *SOUTHWEST PATROL, INC.* Each patrol officer also maintains a valid driver’s license and must maintain a clean driving record.

Our patrol officers are trained and maintain their certifications for the usage of batons, pepper spray and firearms.

*SOUTHWEST PATROL, INC.* provides patrol services using either marked and unmarked vehicles. Each vehicle is fully equipped with emergency equipment, such as dispatch radios, cellular phones, traffic cones, first-aid kits, etc.

Patrol services include property lock-ups such as pool gates, laundry and recreation rooms, parking gates, offices, building structures, etc. Patrol services also issuing warnings, citing and towing of illegally parked vehicles, impose property rules and regulations, and respond to nuisance/disturbance calls.

Our patrol officers are professional and will meet your every expectation.

### Supervision:

All activities are performed under a very important element, **close supervision**. Additionally, the operations manager coordinates the activities of all supervisors and impromptu inspections around the clock at no additional cost to clients. In the event of a serious incident or emergency, the officer on duty will contact our dispatch, and a patrol supervisor will respond immediately to your location. The patrol supervisor will then remain at the location until the incident has been resolved.

### Overall:

We believe that an effective training program is the best way to distinguish ourselves from our competitor. The better trained our personnel are, the most capable our organization is; this, in turn, enables us to better serve our clients.

Training is a critically important, on-going process requiring the full-time, concentrated efforts of a dedicated manager. Our senior training officer is a hands-on professional who is responsible for the development and implementation of company training programs. Every security officer is enrolled in a structured program, from a new employee orientation to an especially designed, site-specific continuing education program. The senior training officer continually tracks progress, and the training flow is adjusted to allow each security the opportunity to achieve the desired results.

Ultimately, officers who excel are placed into a demanding supervisor-training course. When an officer exhibits the leadership and supervisory skills necessary, he/she will advance within the organization. The senior training officer works closely with the operation manager to ensure that training initiatives result in improved operation performance. In addition to managing our proactive training program, the senior training officer is also responsible for maintaining a liaison with community group and retail, industrial, and institutional facility manager. Additionally, the senior training officer provides security awareness and loss-prevention training, thereby developing an efficient security network. Taking a teamwork approach enables *SOUTHWEST PATROL, INC.* to address clients' issues and concerns, and work towards resolving problems in a proactive manner.

# **Uniforms & Equipment**

## **Uniforms:**

*SOUTHWEST PATROL, INC.* proposes to maximize dress, appearance, and bearing as a means of conveying professionalism and competency to the public. We place great emphasis on how an officer looks and how they conduct themselves. Security officers who present a clean, crisp image and conduct themselves with pride and a military bearing convey a positive and professional image to the public and are highly visible. We also believe it to be an outstanding deterrent to those who may pose problems for our clients. All of our officers have the highest grooming standards and look very professional.

The different uniform styles available have been widely accepted in all types of security environments. Their design is subtle yet authoritative enough for internal or external security use.

Should you desire to create your own uniform, tailored to meet the unique requirements of your particular facility, we will be pleased to work with you to design, adopt, or alter any uniform you wish so that it will meet your requirements and specifications.

## **Equipment:**

Each officer is equipped with basic equipment such as flashlights and handcuffs. Other officers are equipped with batons, pepper spray, and firearms, depending on the client's specific needs. No officer is permitted to carry any equipment for which he/she has not been properly trained and licensed for. Furthermore, no officer may carry equipment which *SOUTHWEST PATROL, INC.* has not previously authorized.

*SOUTHWEST PATROL, INC.* utilizes the most professional vehicles in the security patrol industry. We have a fleet of patrol vehicles, all of which are fully equipped with emergency equipment, such as dispatch radios, cellular phones, traffic cones, first-aid kits, emergency lights and spotlights, etc.

## **Benefits & Recognition**

### **Benefits:**

Perhaps the greatest problem facing all contract security services is their inability to retain competent, quality personnel. In this historically low-wage industry, recognition and job satisfaction can often offset monetary conservatism. Our corporation has addressed this problem in a number of ways.

Many companies recognize the need for proper selection, training, and supervision. However, many overlook the critical areas of fringe benefits and most overlook recognition of the Officer.

*SOUTHWEST PATROL, INC.* has a program which we believe to be unequalled by our competitors. Our fringe benefits and recognition programs are as follows:

- ❖ Vacation Plan
- ❖ 401K Retirement Program
- ❖ Holiday Pay

### **Recognition:**

At *SOUTHWEST PATROL, INC.*, we recognize, reward and praise our staff for their positive efforts and above-average performance of their duties.

We have developed several morale-building programs that work effectively to create a “team spirit” in dedication and loyalty to *SOUTHWEST PATROL, INC.*, as well as the clients we serve.

These programs are administered by our Operations Manager and rewarded with various monetary and achievement awards.



# **Insurance**

## **General Liability**

*SOUTHWEST PATROL, INC.* carries a **\$4,000,000.00** general liability policy as required by law. For specifications, please see the attached “Certificate of Liability Insurance.”<sup>1</sup>

## **Automobile Insurance**

*SOUTHWEST PATROL, INC.* provides a **\$1,000,000.00** liability insurance policy on all company owned vehicles.<sup>1</sup>

## **Worker’s Compensation Insurance**

*SOUTHWEST PATROL, INC.* provides Workers’ Compensation for all employees in accordance with State law; policy limits of liability for the employer are **\$1,000,000.00.**

**<sup>1</sup> Insurance coverage limits may be increased at clients’ request at an additional cost to proposed rates.**

#### CHANGES IN LAW:

Should there be a change in Federal law or California State law with regards to wages, or other imposed costs that are beyond the control of *SOUTHWEST PATROL, INC.* and that have an adverse effect on the operating costs of this account, **CLIENT** agrees to negotiate revised billing rates that will reimburse *SOUTHWEST PATROL, INC.* for its added costs.

#### PROPOSAL GUARANTEE:

*SOUTHWEST PATROL, INC.* guarantees that the prices quoted herein for the service(s) described will be honored for a period of three (3) months from the date of this proposal. We further guarantee that the prices quoted will be maintained for a full year from the commencement of service, unless changes in minimum wage, tax rates, legally mandated benefits to employees or insurance rates adversely affect operating costs. **CLIENT** agrees to negotiate revised billing rates that will reimburse *SOUTHWEST PATROL, INC.* for any additional costs incurred due to any of the above-described changes.

#### PROPRIETY INFORMATION:

Information provided in this proposal is considered proprietary to *SOUTHWEST PATROL, INC.* and is required to be kept private and confidential by the addressee. Copies may be produced and distributed, within the organization of the addressee, to the extent necessary to evaluate the content of this proposal. No Entity outside of the organization of the addressee is to receive a copy of this proposal or be made privy to the contents hereof.

### Pricing

*SOUTHWEST PATROL, INC.* has carefully identified the tasks to be performed, and the personnel profile necessary to ensure quality coverage. With these elements in mind, *SOUTHWEST PATROL, INC.* submits the following rates for your approval.

| QTY       | SERVICE PROVIDED                                                                                                             | RATE                                         |
|-----------|------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|
| <b>5</b>  | <b>Unarmed Uniformed Security Officer(s)</b><br><b>To staff 24 hour a day with supervisor</b><br><b>Min. of an 8Hr Shift</b> | <b>\$360,000</b><br><b>Per Year</b>          |
| N/A       | Armed Uniformed Security Officer(s)                                                                                          | Per Hour Per Officer                         |
| 1         | Off Duty Police Officer                                                                                                      | Per Hour Per Officer                         |
| N/A       | Virtual Guard Service                                                                                                        | Per Camera                                   |
| Per Visit | Armed High Visibility Patrol Service                                                                                         | Per Visit Per Day<br>Per Location            |
|           | Stand By Time<br>(Waiting for Fire Dept, PD for an Attempted<br>Break-in Progress, Tow, Ect.)                                | Per Hr                                       |
|           | After Hours On-Call Response Service<br>W/ Guard Services                                                                    | Per Response                                 |
|           | On-Call Alarm Response Service<br>By it's self                                                                               | Monthly Fee<br>Per Call<br>Stand By Per Hour |
|           |                                                                                                                              |                                              |

The above rate is for a Unarmed Security Officer  
 Maning jails at Baldwin Park Police Department  
 We are to cover all expenses including the salaries for 4 full time officers and 1 on site  
 Supervisor, Including medical, dental, paid vacation, training and any overtime.

# References

**HILTON GARDEN INN**  
1755 S. Waterman Ave.  
San Bernardino, CA 92408

**(909) 806-4040**  
**Attn: Shari Hurley**

**CITY OF BELLFLOWER**  
16600 Civic Center Dr.  
Bellflower, CA 90706

**(562) 925-0124**  
**Attn: Joel Hockman**

**CHINO VALLEY FIRE DISTRICT**  
14011 City Center Dr  
Chino Hills CA 91709

**(909) 816-7682**  
**Scott Atkinson**

**GARDEN GROVE SCHOOL DISTRICT**  
8211 Lampson Ave  
Garden Grove, CA 92841

**(714) 663-6394**  
**Attn: Cathy Joseph**

**PIANO LOFTS.**  
932 S. Hill St  
Los Angeles CA, 90015

**(213) 797-5656**  
**Attn: Jason Harbison**

**OPTION CENTER**  
2416 S. Main St.  
Santa Ana CA, 92707

**(714) 668-1530**  
**Attn: Laura Lesniak**

**K.C PHARMACEAUTICALS**  
3201 Producer Way.  
Pomona, CA 91768

**(909) 598-9499**  
**Attn: Paul Kartiko**

**VICTORIA GROVE HOA**  
C/o ENCORE PROPERTY MANAGEMENT  
526 Queensland Cir  
Corona CA 92879

**(951) 354-0732**  
**Attn: C.W. Bock**

**AMERICAN TECH.**  
2050 E 51<sup>ST</sup> .  
Vernon , CA 90058

**(909) 544-7179**  
**Attn: Ruben Garcia**

**COSTA MESA SQUARE**  
3030 Harbor Dr.  
Costa Mesa, CA

**(818) 780-0684**  
**Attn: Steve Welch**

# References

**MIRA MESA ( H- MART)**  
9200-9600 Mira Mesa Blvd  
San Diego, CA 92126

**(858) 245-7544**  
**Attn: Doug Packwood**

**LA HABRA SCHOOL DISTRICT**  
500 N. Walnut Street  
La Habra, CA 90631

**(562) 690-2321**  
**Attn: Carol Argomaniz**

**BREEZES DEL MAR HOA**  
915 7<sup>th</sup> St. Ave.  
Venice, CA 90291

**(310) 399-0409**  
**Attn: Igor Grigorian**

**ASSOCIATION MANAGEMENT**  
14780 Pipeline Ave.  
Chino Hills, CA 91709

**(909) 444-7655**  
**Attn: Celina Perez**

**MIRA MESA (TARGET)**  
8251 Mira Mesa Blvd  
San Diego Ca, 92126

**(858) 245-7544**  
**Attn: Doug Packwood**

**SHORECLIFF ROAD HOA**  
Mult. Address  
Corona Del Mar, CA 92625

**(323) 314-5611**  
**Attn: John Luciano**

**SCSA**  
1900 E Warner Ave Suite A  
Santa Ana Ca, 92705

**(714) 686-5001**  
**Attn: David**

**GENESIS RETAIL PARTNERS LLC**  
202 South Lake Ave  
Pasadena CA 91101

**(626) 450-5916**  
**Attn: Ken Lin**

**DESERT EMPIRE**  
258 East Commercial Rd  
San Bernardino, CA 92401

**(909) 370-3077**  
**Attn: Jim Prusa**

**ANDRADE FINANCIAL**  
2060 E. Rte 66 #101  
Glendora, CA 91740

**(626) 852-6771**  
**Attn: Rose Madrid**

# G4S Custody Officer Services for the Baldwin Park Police Department



**August 21st, 2020**

**Presented by  
G4S Secure Solutions (USA) Inc.**

**4929 Wilshire Blvd #601  
Los Angeles, CA 90010**



## TABLE OF CONTENTS

---

|                                                    |    |
|----------------------------------------------------|----|
| Executive Summary .....                            | 3  |
| G4S Qualifications and Experience .....            | 4  |
| Company Information.....                           | 4  |
| Company History.....                               | 5  |
| G4S Mission, Vision, Values and Ethics .....       | 5  |
| Workforce, Workplace & Marketplace Diversity ..... | 6  |
| Local Los Angeles Office and Team .....            | 7  |
| Relevant Government Service Experience .....       | 7  |
| G4S Custody Officers.....                          | 9  |
| Retaining Incumbent Personnel.....                 | 9  |
| G4S Custom Protection Officer®.....                | 9  |
| Custom Protection Officer Qualifications .....     | 10 |
| Personnel Background Checks and Screening .....    | 10 |
| Training and Development.....                      | 13 |
| Summary of Investment .....                        | 14 |
| Notes to Pricing.....                              | 14 |
| Proposed Scheduling.....                           | 18 |
| G4S Implementation Schedule .....                  | 18 |
| Transition Schedule .....                          | 19 |

STATEMENT OF PROPRIETARY INFORMATION: This proposal contains proprietary information regarding G4S Secure Solutions (USA) Inc. and is not for public disclosure. Dissemination and reproduction may only be made after written permission by an authorized representative of G4S Secure Solutions (USA) Inc. is granted. This document was prepared and is submitted in confidence to the recipient. It is submitted solely for use by your management for the purpose of review in connection with an invitation to submit a proposal to provide security services.





## EXECUTIVE SUMMARY

---

G4S provides Custody Officer service support to 15 Southern California Police Departments throughout Los Angeles, Orange and San Bernardino County. Our longest local partnership dates back to 1996 with the City of Irvine and the Irvine Police Department. Like other departments, our primary objective for the City of Baldwin Park is to deliver on our service commitment of providing highly qualified and trained personnel for the day to day operation of the Baldwin Park Police Department jail. This objective includes the following goals that comprise our overall solution:

- The careful selection and staffing of Baldwin Park PD Custody Officer positions with members of G4S's premier Custom Protection Officer® Division, the most qualified and highest caliber of contract officers in the industry (Incumbent personnel grandfathered).
- Providing comprehensive and documented background checks for approved officers that meet or exceed all background check requirements. For more information on G4S background, please refer to background section in the following proposal.
- Provide 187 hours of Standards & Training for Corrections (STC training), including annual refresher training. Training for all Custody Officers to operate in a Type I Jail Facility including Title 15, Article 3, Training, Personnel and Management, Section 1020 and Section 1021.
- Provide 40 hours of G4S mandated internal classroom training for all Custom Protection Officers and 80 hours of on the job training for all newly assigned officers.
- Operate in compliance with State statute 6031.6 CPC mandating operational procedures for privately operated jail facilities.
- Provide competitive wages, benefits and incentive plans for all officers including Medical, Dental and Vision programs, 80 hours of annual vacation hours per employee, and much more.

A key element to our established success lies in our commitment to provide our clients with consistently superior services. Our local management team endeavors to understand each of our client's unique objectives so that we can better serve them.

We encourage you to follow-up with other local Southland cities that utilize G4S services, which include the Cities of Costa Mesa, Buena Park, Westminster, Arcadia, Irvine, La Habra, Azusa, Beverly Hills and Whittier Police Departments.





## G4S QUALIFICATIONS AND EXPERIENCE

### COMPANY INFORMATION

G4S Secure Solutions (USA) Inc. is a wholly-owned subsidiary of G4S plc, based in the United Kingdom. G4S plc is traded on the London Stock Exchange (stock symbol GFS) with a secondary listing in Copenhagen.

|                                 |                                                                                                                                                                              |
|---------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Number of U.S Employees</b>  | 44,916                                                                                                                                                                       |
| <b>Year Founded</b>             | 1901                                                                                                                                                                         |
| <b>ISO 9001:2015 Registered</b> | Human Resources<br>G4S North America Training Institute                                                                                                                      |
| <b>SAFETY Act Designation</b>   | First security services provider to be awarded this designation by the U.S. Department of Homeland Security                                                                  |
| <b>Local G4S Office</b>         | G4S Los Angeles<br>4929 Wilshire Blvd #601<br>Los Angeles, CA 90010<br><br>Main: (800) 666-5788<br>Call Center: (800) 922-6488<br><a href="http://www.g4s.us">www.g4s.us</a> |

| PARENT COMPANY HEADQUARTERS                                                                                                                                                                            | U.S. HEADQUARTERS                                                                                                                                                                                                                              |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>G4S plc</b><br>Fifth Floor, Southside<br>105 Victoria Street<br>London SW1E 6QT<br>United Kingdom<br><b>Phone:</b> +44 (0) 20 7963 3100<br><b>URL:</b> <a href="http://www.g4s.com">www.g4s.com</a> | <b>G4S Secure Solutions (USA) Inc.</b><br>1395 University Boulevard<br>Jupiter, FL 33458<br><b>Phone:</b> 561-622-5656<br><b>Toll-Free:</b> 800-922-6488<br><b>Fax:</b> 561-691-6727<br><b>URL:</b> <a href="http://www.g4s.us">www.g4s.us</a> |

- **Year(s) Established**
  - **G4S plc:** 2004 (history dates back to 1901)
  - **G4S Secure Solutions (USA) Inc.:** 1954 in U.S.
- **G4S Secure Solutions (USA) Inc. Incorporation Date:** December 4, 1958; Florida
- **Licensed (U.S.):** G4S Secure Solutions (USA) Inc. is licensed to conduct business in all 50 U.S. states.

## COMPANY HISTORY

G4S' global history stretches back over a century and is as old as the private security industry itself. For centuries night watchmen had been used in Europe and the United States to control fires, maintain order and detect crime.

Our American story began in 1954, when a small investigative company was founded in Miami, Florida, by former FBI agent George Wackenhut. Following 48 years of industry-leading growth, The Wackenhut Corporation became part of the G4S family of companies and in 2010 was rebranded as G4S Secure Solutions (USA) Inc.

Since the millennium, our story has been one of continuing organic growth in security services coupled with vast expansion of our capabilities and development<sup>1</sup> of new skills, products and expertise. In less than 20 years we have gone from a guarding company to providing across-the-board security services — risk consulting, corporate investigations, executive protection, emergency & disaster programs, remote monitoring, systems integration — along with the proficiency and personnel to create the most well-suited and well-run Custody Officer programs in the world.

Today G4S provides service in over 90 countries, with 100 U.S. offices and thousands of customers across the country. Our goal is to remain the world's preeminent security company, leading the market toward a future where both the tools for the job and ability to use them is available from a single reliable security partner.

## G4S MISSION, VISION, VALUES AND ETHICS

Our mission is to provide expert security services that exceed customer expectations. We differentiate ourselves by attracting the best people, offering innovative solutions, and fostering long-term partnerships. We are committed to the principles of professionalism and integrity instilled by our founder, and we strive to positively impact our nation, communities and stakeholders.



<sup>1</sup> G4S has created several additional expert divisions, including G4S Secure Integration (formerly Adesta and Touchcom); G4S Compliance & Investigations (MJM Investigations; The Cotswold Group); G4S Regulated Security Services (Nuclear Security Services Company); and G4S Corporate Risk Services (internal).

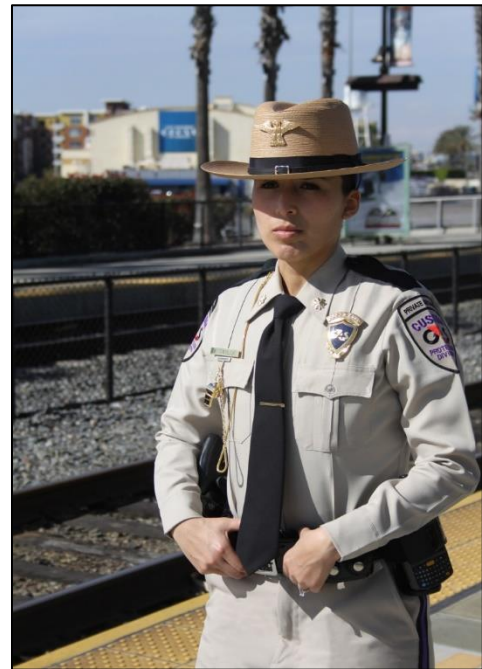
| WE ACT WITH...<br>INTEGRITY & RESPECT                                                                                                                                                                                                       | WE ARE PASSIONATE...<br>ABOUT SAFETY, SECURITY<br>AND SERVICE EXCELLENCE                                                                                                                                                                                                                    | WE ACHIEVE THIS<br>THROUGH...<br>INNOVATION AND<br>TEAMWORK                                                                                                                                                                                                                                                                        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Our business activities and relationships are built on trust, honesty and openness. We do what we promise and always strive to do the right thing. We listen. We treat our colleagues, customers and those in our care with utmost respect. | We are passionate about working safely and take great care to protect our colleagues and customers from harm. We are experts in security and use that knowledge to protect our customer's assets. We keep our promises and are passionate about delivering high levels of customer service. | We invest in technology and best practice to continuously improve the products and services we offer. We challenge ourselves to find new ways of helping our customers achieve their goals. We work together as a team, valuing everyone's contribution, to ensure we achieve the best results for our customers and our business. |

Table 1. G4S Corporate Values

## WORKFORCE, WORKPLACE & MARKETPLACE DIVERSITY

At G4S we value diversity in our workforce and believe it makes us stronger as an organization. Appreciating and understanding the diversity of our customers, employees and partners helps us succeed. We are committed to attracting and retaining diverse talent reflecting the communities in which we operate; creating a work environment that values every individual for their distinctive skills, experiences and perspectives; and providing opportunities to support local communities and minority-owned businesses.

- **Workforce:** G4S is an equal opportunity, affirmative action employer and never discriminates on the basis of race, religion, color, sex, age, national origin, disability, veteran status, ancestry, medical condition, marital status or other statuses protected by law. We will work closely with Baldwin Park on diversity inclusion initiatives in order to foster more inclusive environments and create a diverse work culture.
- **Workplace:** We maintain our commitment to diversity with workplace policies that ensure we treat our customers and each other with dignity and respect. G4S launched our *Dignity & Respect Campaign* to promote a commitment to equality and acceptance among all G4S personnel.





- **Marketplace:** G4S is committed to making a positive economic impact in the communities where we operate. We demonstrate this commitment through our corporate social responsibility and diversity programs; volunteering in local communities; donating time, cash — even our blood — while organizing campaigns for charitable organizations across the country.

## ABOUT G4S PLC

G4S is the world's leading integrated security solutions company, delivering security services and acting as a trusted advisor to customers in almost 90 countries across six continents. G4S provides a suite of products and services, including security personnel, risk consulting, technology and integration, and managed services. We serve many industries, from commercial to government to retail to healthcare and everything between. Together our 558,000 employees are one of the largest security forces in the world.

## LOCAL LOS ANGELES OFFICE AND TEAM

G4S believes that providing customer support at all levels of our organization is a key to building better Custody Officer programs and stronger customer relationships. We ensure customer support is available at the local, regional and corporate levels.

Local support is an important feature of customer-centric organizations. To maintain the best service program, our Los Angeles area office will have primary responsibility for managing the account and is staffed with full management and operations teams and training and human resources personnel who will continue to provide close support to your account.

G4S staff who will be responsible for providing services and ongoing support:

- Mark Tsuji, Senior Vice President, California & Pacific Region
- Erik Fields, Vice President, Southern California
- Richard McDowell, Director of Operations, Southern California
- Jessica Putzeys, Shared Services Manager, Southern California
- Michael Kwain, Scheduling Manager, Southern California
- Quintin Ridley, District Manager, Los Angeles Office
- Jose Perez, Trainer, Los Angeles Office

## RELEVANT GOVERNMENT SERVICE EXPERIENCE

In the U.S., G4S has been in operation and licensed for 66 years. We currently provide security officer services to more than 2,000 commercial and government customers at over 8,500 U.S. job locations. We provide over 52,000 weekly hours of security services at Federal, State and County Government buildings/facilities.

Below represents a sample of our customer base in this market.



| Client                                    | Location            | Start Date |
|-------------------------------------------|---------------------|------------|
| Broward County Courthouse/Sheriff's Dept  | Fort Lauderdale, FL | 9/30/07    |
| City of Beverly Hills - Police Department | Beverly Hills, CA   | 8/7/08     |
| City of Jacksonville - Courthouse         | Jacksonville, FL    | 10/1/02    |
| City of Phoenix - Police Department       | Phoenix, AZ         | 4/1/17     |
| City of Westminster - Police Department   | Westminster, CA     | 3/1/15     |
| City of Anaheim                           | Anaheim, CA         | 7/1/15     |
| City of Irvine - Police Department        | Irvine, CA          | 1/1/96     |
| City of Fullerton - Police Department     | Fullerton, CA       | 7/1/19     |
| City of Costa Mesa - Police Department    | Costa Mesa, CA      | 6/26/13    |
| City of Buena Park - Police Department    | Buena Park, CA      | 7/1/12     |
| City of Azusa - Police Department         | Azusa, CA           | 4/5/99     |
| City of Rialto - Police Department        | Rialto, CA          | 2/1/99     |
| City of La Habra - Police Department      | La Habra, CA        | 4/30/01    |
| City of Whittier - Police Department      | Whittier, CA        | 1/16/06    |
| City of Arcadia - Police Department       | Arcadia, CA         | 7/1/14     |
| City of Downey - Police Department        | Downey, CA          | 12/1/19    |
| City of Upland - Police Department        | Upland, CA          | 6/1/19     |
| City of Redlands - Police Department      | Redlands, CA        | 11/11/96   |
| Oklahoma City Municipal Courts            | Oklahoma City, OK   | 9/28/92    |
| Florida Department of Juvenile Justice    | West Palm Beach, FL | 10/1/12    |
| City of Portland                          | Portland, CA        | 7/1/06     |
| City of Tulsa                             | Tulsa, OK           | 11/25/02   |
| Georgia Bureau of Investigation           | Decatur, GA         | 8/25/08    |
| Sarasota County Clerk of Court/Sheriff    | Sarasota, FL        | 10/18/99   |
| Jacksonville Sheriff's Office             | Jacksonville, FL    | 11/1/04    |
| Orange County Corrections Department      | Orlando, FL         | 3/9/07     |
| Judiciary Second Circuit                  | Wailuku, HI         | 9/1/10     |
| The Judiciary - District Courts           | Honolulu, HI        | 8/10/10    |
| The Judiciary - Supreme Court             | Honolulu, HI        | 8/10/10    |
| The Judiciary - Fifth Circuit Kauai       | Lihue, HI           | 8/10/10    |
| State of Florida D O A H                  | Tallahassee, FL     | 07/01/03   |
| Sarasota County Sheriff                   | Sarasota, FL        | 09/05/05   |
| The Supreme Court of Ohio                 | Columbus, OH        | 12/4/06    |
| Lee County Clerk of Courts                | Ft. Myers, FL       | 3/30/07    |
| Berea Municipal Court                     | Berea, OH           | 4/10/08    |

## G4S CUSTODY OFFICERS

### RETAINING INCUMBENT PERSONNEL

G4S recognizes the value of qualified incumbent personnel. Where possible and with the consent of Baldwin Park, we will retain existing personnel who meet our employment standards. During the transition phase, G4S will work as closely as possible with incumbent providers and existing employees to transition new and existing personnel to your locations.

We take several steps to onboard retained incumbent personnel. Fostering enthusiasm while minimizing concerns requires early and frequent communication. Our strategy includes the following:

- **Joint initial meeting:** An initial meeting, wherein Baldwin Park will introduce G4S representatives to your incumbent officers, occurs early in the transition process. Incumbent officers learn about G4S employment, get answers to frequently asked questions, and receive contact information for support.
- **Meet and greet sessions:** Throughout the transition process, additional, informal meetings are held at convenient locations before and after shifts. G4S managers answer questions, talk about G4S, and provide employment application assistance.
- **Toll-free 24/7 hotline:** Using this call-in number, officers can connect with their local office or G4S headquarters to address their questions or concerns.
- **Baldwin Park /G4S Career Center Portal:** A customized Baldwin Park landing page will be created on the G4S Career Center website, based on the final award scenario. Incumbent officers will receive a link to the site where they can quickly fill a job application and connect with the G4S community.

### G4S CUSTOM PROTECTION OFFICER®

For any potential openings, or through contract attrition, G4S will staff all other positions with members of its Custom Protection Officer division. Since 1988, the G4S *Custom Protection Officer*® (CPO) program has set the benchmark for personnel in the security industry, offering highly trained and proficient personnel who:

- Possess the skills and experience that exceed other officer levels
- React quickly and intelligently while under pressure or in dynamic situations
- Bring a work ethic that is strong and performance-driven
- Work respectfully and productively with superiors, team members as well as independently
- Strictly adhere to procedures and post orders, with unique respect for policy and chain of command
- Possess abundant leadership potential







G4S recommends the CPO program for customers who:

- Prefer a highly visible and professional security team
- Are facing heightened risks or unexpected situations and require personnel who will act calmly, quickly and correctly
- Are currently using expensive contract off-duty law enforcement officers and require a cost-effective alternative

## CUSTOM PROTECTION OFFICER QUALIFICATIONS

CPOs begin their careers possessing abilities and qualifications that most security personnel can only aspire to; no other large-scale commercial program requires candidates to possess the same amount of security education and experience.

Each candidate must have achieved at least one of the following to qualify:

- **Military service that included law enforcement or security duties (e.g., military police, elite military forces and combat arms) or support in a combat zone**
- **Eight years' active service in any military branch**
- **Bachelor's degree in law enforcement or criminal justice**
- **Associate degree in law enforcement or criminal justice with current or prior active military service**
- **Graduation from a certified public safety academy in law enforcement, adult corrections or firefighting**

Although CPOs must pass much higher qualifications, our requirements for lengthy experience, training and credentials in military or law enforcement means they are drawn from a highly qualified pool of martial professionals. Additional vetting requirements for CPOs include the following:

- **Physical Exam:** Conducted by a licensed physician to determine if the candidate is physically suited to perform the duties of a G4S security officer.
- **Psychological Examination:** Minnesota Multiphasic Personality Inventory (MMPI) for CPO applicants. G4S uses thoroughly vetted national providers to ensure the integrity of the psychological examinations.

## PERSONNEL BACKGROUND CHECKS AND SCREENING

G4S uses a rigid background screening process for all officers that includes a comprehensive criminal check based on 10 years of residential history; social security trace; 10-panel drug test; and verifications of identity, work authorization, employment history, and highest degree completed.

The following steps are included in our officer background screening:

- Identity Verification: Social Security Trace Report
- Criminal Check (7 years)
- National Criminal, Sex Offender, and Global Sanctions Check



- 7 Years of Activity (Employment, Unemployment, Education)
- Military Service (DD214)
- Driver's License (DMV) Check
- I-9 Verification
- Drug Screen
- Physical Examination
- Psychological Examination

The following provides detailed information on each step of our background screening process:

### **Identity Verification: Social Security Trace Report**

The Social Security Number (SSN) trace compares the candidate's Social Security number to credit header and public records data, which helps to validate the information provided by the individual and may develop additional residential history and alias names not otherwise provided by the individual.

### **Criminal Check (7 years)**

Criminal records searches are based on 7 years of Social Security trace report address history and include any federal or state court records on felony and misdemeanor convictions and pending cases in which the officer candidate was involved. Some jurisdictions limit how far back searches can go. Our criminal records searches cover a period of 7 years, depending on local restrictions.

In addition, G4S performs ongoing arrest monitoring on all current G4S officers.

### **National Criminal, Sex Offender, and Global Sanctions Check**

G4S queries the names and aliases of officer candidates through a database that covers 2,200 jurisdictions for bookings and incarcerations and covers 70% of the incarcerated population. Names and aliases are cross-referenced against the Federal Department of Justice, which includes registry data covering 49 states (NV is not available), District of Columbia and U.S. territories, as well as publicly available global sanctions, restrictions and exclusion records. These include the following:

- Office of Foreign Assets Control Specially Designated Nationals (SDN) and Blocked Persons List
- U.S. Department of State Foreign Terrorist Organizations List (updated monthly)
- America's Most Wanted Fugitive List (Wanted Fugitives through July 2012)
- Australian Department of Foreign Affairs and Trade (current sanctions; updated monthly)
- Canadian Public Safety (current listed entities; updated quarterly)
- Directorate of Defense Trade Controls Debarred Parties List
- European Union Terrorism Sanctions List
- Immigration and Customs Enforcement (ICE) Most Wanted / Current Offenders
- Interpol Most Wanted (updated monthly)
- MIPT Terrorism Knowledge Base (known terrorists through April 2008)
- Most Wanted List (updated quarterly)
- National Counterterrorism Center Comprehensive Terrorist List (updated semiannually)





- Naval Criminal Investigative Service (NCIS) Current Most Wanted Fugitives (updated monthly)
- Office of the Superintendent of Financial Institutions (OSFI) Canadian Sanctions List
- Palestinian Legislative Council List (records through September 2008)
- Royal Canadian Mounted Police Current Most Wanted (Updated Monthly)
- United Nations Consolidated Sanctions List
- U.S. Department of State Fugitives from Justice List: (from March 2014; updated semi-annually)
- U.S. Department of State Nonproliferation Sanctions

### **7 Years of Activity (Employment, Unemployment, Education)**

As part of the background check, G4S verifies all professional and academic activity on a best-effort basis from the previous 7 years, including resolution of any gaps in employment that are 90 days or longer. We will verify highest level of education attained and may consult character references who are not relatives.

### **Military Service (DD214)**

For those with military service, G4S will verify and review a copy of the long-form DD214, which provides military occupational specialty, rank at discharge, character of service, narrative reason for separation, and reenlistment eligibility.

### **Driver's License (DMV) Check**

G4S verifies and reviews driving records, including licensing verification and traffic violation documentation, through state departments of motor vehicles for G4S officers whose duties involve operating a motor vehicle. Available information varies by state.

### **I-9 Verification**

Verification of identity and employment eligibility is conducted at the time of hire by submitting Form I-9 information to E-Verify, a service of the Department of Homeland Security (DHS) and U.S. Citizenship and Immigration Services (USCIS).

### **Drug Screen**

Candidates undergo an initial 10-panel drug test, with independent laboratory confirmation where appropriate, to detect use of:

- |                   |                   |
|-------------------|-------------------|
| ▪ Amphetamine     | ▪ Phencyclidine   |
| ▪ Methamphetamine | ▪ Barbiturates    |
| ▪ Cocaine         | ▪ Benzodiazepines |
| ▪ Marijuana       | ▪ Methadone       |
| ▪ Opiates         | ▪ Propoxyphene    |



## Physical Examination

Medical examinations for Custom Protection Officers, to include health history questionnaire, vitals, basic hearing and vision testing, and physical examination, are conducted by licensed physicians to determine the individual's physical and medical suitability to perform security officer duties.

## Psychological Examination

G4S will administer the Minnesota Multiphasic Personality Inventory (MMPI-2) to Custom Protection Officer candidates prior to employment. G4S contracts with thoroughly vetted national providers to ensure the professionalism and integrity of the psychological examinations.

## TRAINING AND DEVELOPMENT

Training is a G4S core competency and area of excellence. We have developed award-winning training programs customized to meet your individual security needs through our ISO-registered North America Training Institute (NATI) for security officers.

People learn through different methods and techniques, and we use multiple learning tools and approaches to ensure training is provided per contract terms and understood by the security officer, including the following:

- **Pre-assignment Classroom Training** led by a live instructor, which allows personnel to participate in real-time Q&A sessions and provides individual attention in a controlled environment.
- **On-the-Job Training (OJT)** is a critical, customer-specific component of a security officer's training. OJT prepares officers for their day-to-day rigors with a customized program focused on their job assignment and post functions.
- All G4S personnel receive and maintain a copy of the *G4S Security Officer Handbook* and *Safety Handbook*, both of which are required reading on which officers are tested to ensure understanding of G4S policies and their duties as a security officer.
- **G4S University (G4Su)** is NATI's online learning management system and provides ongoing training and professional development for security personnel. G4Su offers over 2,570 e-courses in a wide range of security-related subjects for G4S personnel of all experience levels.

Upon successful completion of the background investigation, each Custom Protection Officer® (Custody Officer) will begin the following training. This required training exceeds all industry and state of California standards and includes the following:

- **STC Core Course Training: 187 hours**
- **G4S Pre-Assignment Classroom Training: 40 hours**
- **Baldwin Park PD On-the-Job Training (OJT): 80 hours (for newly assigned officers)**
- **Annual STC and G4S Refresher Training: 24 hours**



## SUMMARY OF INVESTMENT

The Rate Schedules provided below are good for 90 days from the date of this proposal. Each schedule provides rates for a 12-month term, with subsequent annual increases to the hourly compensation rate for assigned Custody Officers to account for scheduled annual increases in CA minimum wage through 2022.

### Baldwin Park Police Department

#### *G4S Custody Officer - 2020-21 Rate Schedule*

| Employee Designation       | Weekly Hours  | Officer Hourly Pay Rate | G4S Hourly Bill Rate | Estimated Monthly Cost | Estimated Annual Cost |
|----------------------------|---------------|-------------------------|----------------------|------------------------|-----------------------|
| Custody Officer Supervisor | 40            | \$ 31.25                | \$ 49.51             | \$ 8,604.84            | \$ 103,258.06         |
| Custody Officers           | 184           | \$ 18.00                | \$ 30.17             | \$ 24,120.31           | \$ 289,443.74         |
|                            | <b>224.00</b> |                         |                      | <b>\$ 32,725.15</b>    | <b>\$ 392,701.80</b>  |

### Baldwin Park Police Department

#### *G4S Custody Officer - 2021-22 Rate Schedule*

| Employee Designation       | Weekly Hours  | Officer Hourly Pay Rate | G4S Hourly Bill Rate | Estimated Monthly Cost | Estimated Annual Cost |
|----------------------------|---------------|-------------------------|----------------------|------------------------|-----------------------|
| Custody Officer Supervisor | 40            | \$ 31.25                | \$ 49.52             | \$ 8,606.58            | \$ 103,278.91         |
| Custody Officers           | 184           | \$ 19.00                | \$ 31.84             | \$ 25,455.44           | \$ 305,465.32         |
|                            | <b>224.00</b> |                         |                      | <b>\$ 34,062.02</b>    | <b>\$ 408,744.23</b>  |

### Baldwin Park Police Department

#### *G4S Custody Officer - 2022-23 Rate Schedule*

| Employee Designation       | Weekly Hours  | Officer Hourly Pay Rate | G4S Hourly Bill Rate | Estimated Monthly Cost | Estimated Annual Cost |
|----------------------------|---------------|-------------------------|----------------------|------------------------|-----------------------|
| Custody Officer Supervisor | 40            | \$ 31.25                | \$ 49.52             | \$ 8,606.58            | \$ 103,278.91         |
| Custody Officers           | 184           | \$ 20.00                | \$ 33.53             | \$ 26,806.56           | \$ 321,678.77         |
|                            | <b>224.00</b> |                         |                      | <b>\$ 35,413.14</b>    | <b>\$ 424,957.68</b>  |

## NOTES TO PRICING

In order to provide a transparent view of our pricing, the following notes provide additional details on our proposed pricing structure:

## EMPLOYEE HEALTH INSURANCE PLANS

G4S Custody Officers assigned to Baldwin Park will receive the following benefits:

- Blue Cross/Blue Shield PPO (042R) - Medical Insurance
- Delta Dental – Dental Insurance
- VSP - Vision insurance



- Detailed insurance plan details available upon request

## **OTHER EMPLOYEE BENEFITS**

- Life and AD&D Insurance policies as provided by UNUM
- An Employee Assistance Program (EAP)
- Voluntary Benefits & Perks including Critical Illness
- 401(k) programs
- Accident Insurance
- Identity Theft Protection
- Whole Life and Individual Short-Term Disability
- Doctor on Demand video consultations
- Discount prescription drug program with RxCut
- QualSight Lasik discounts
- Pet Insurance
- Pre-Paid Legal Plan
- Uniform Maintenance Service
- Standard Incentive and Recognition Awards
- Employee Assistance Program
- Direct Deposit & Daily Pay Services

## **PAID TIME OFF**

G4S has factored 80 hours of Paid Time Off annually, per employee.

## **HOLIDAYS**

Holiday pay of time-and-one-half for to all Custody Officers who work on 6 G4S recognized holidays. Holiday premium pay for Custody Officers is factored into our Rate Schedule.

## **TRAINING**

The quoted rates include the following training for new-hire personnel; all officers receive annual in-service training.

- G4S Classroom - Pre-assignment Training: 40 hours
- Title 15 - Adult Corrections Officer Core Course: 187 hours
- Baldwin Park Jail - On-the-Job Training (for any newly assigned Officers): 80 hours
- Title 15 Annual Refresher + G4S Annual Refresher Training: 24 hours

Additional pre-assignment training is direct billed at 1.40 times the straight-time pay rate and post-assignment training at 1.40 times the straight-time bill rate.

## **OVERTIME**

Quoted rates are based on a 40-hour workweek schedule. Overtime billing rates will apply when personnel are placed in an overtime posture for pay purposes as a result of scheduling over 40 hours per week or more than 8 hours per day in California, or if additional hours are required outside the regular schedule. G4S will endeavor to use part-time personnel whenever possible to avoid



overtime rates. Personnel will be paid time-and-one-half base pay rates for overtime, and the corresponding bill rate is 1.50 times the straight-time bill rate.

## **EQUIPMENT**

Quoted rates include the following equipment:

- Flashlights
- Uniform Equipment - Badge, Name Tag, Belt, Belt Keepers
- Uniforms

G4S will furnish each officer at a location with a complete complement of uniforms and foul weather gear. Personnel are required to maintain their uniforms in a neat and orderly manner at all times. Uniforms are provided with no payment or deposit required of the employee.

Please note that in order to comply with statutory requirements, all personnel assigned to California locations will have Uniform Maintenance service provided by a subcontractor of G4S. Uniform Maintenance will include weekly dry cleaning of uniforms for all officers assigned to the City of Baldwin Park.

## **FOOD SERVICES AND JAIL SUPPLIES**

G4S proposal provides cost of staffing Custody Officers and associated costs of maintaining an 24/7 full-time employee jail staff. G4S proposal does not provide cost for food for housed arrestees or cost of jail related supplies. G4S will administrate inventory on food and supplies and provide arrestees with all applicable food, sanitation and other standards of care, however our proposal does not include the costs of these items.

## **VALIDITY AND TAXES**

G4S reserves the right to alter pricing based on scope of work and contingent upon physical inspection of jail facility, to be scheduled at a later date.

The proposed pricing is valid for 90 days and does not include sales or use taxes where applicable (no sales tax on services in CA at this time).

The rates quoted will remain in effect for three years and shall be adjusted to fully recover any change in costs mandated by law following notification to Customer, including but not limited to licensing fees, Federal Insurance Contribution Act (FICA), Federal Unemployment Tax Act (FUTA), State Unemployment Insurance (SUI), Worker's Compensation, Collective Bargaining Agreements, Union Activities, regulatory costs associated with compliance with the Patient Protection and Affordable Care Act (PPACA), and/or Federal or State minimum wage laws.

## **CALIFORNIA MEAL AND REST PERIODS**

The pricing submitted reflects G4S' calculations from its understanding of The City of Baldwin Park's current security schedules and coverage needs. If such schedules and staffing levels are not sufficient to comply with California law mandating off-duty meal periods and/or off-duty rest periods,



G4S reserves the right to revise quoted rates upon notification to Customer, to comply with California's requirements for off-duty meal periods and/or off-duty rest periods. These revisions may include modifying schedules, providing additional staffing/personnel, or taking other actions as recommended by G4S. G4S agrees to use best efforts to minimize such additional costs to the extent operationally feasible while still meeting the requirements of California law.

## **UNION NOTE**

Please note that the rates quoted are based on non-union security personnel. Should our employees become represented by a union organization and we negotiate a collective bargaining agreement, then the wages and employee benefits would be adjusted accordingly, along with our bill rates.



## PROPOSED SCHEDULING

The above pricing is based on the below scheduling of Custody Officers for the Baldwin Park:

### Baldwin Park Police Department

#### *G4S Proposed Staffing Schedule (Scheduled Hours)*

|   | Employee Designation | Mon       | Tue       | Wed       | Thu       | Fri       | Sat       | Sun       |
|---|----------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 1 | Custody Supervisor   | 0700-1500 | 0700-1500 | 0700-1500 | 0700-1500 | 0700-1500 |           |           |
| 2 | Custody Officer 1    | 0700-1500 | 0700-1500 | 0700-1500 | 0700-1500 |           |           | 0700-1500 |
| 3 | Custody Officer 2    |           | 1500-2300 | 1500-2300 | 1500-2300 | 1500-2300 | 1500-2300 |           |
| 4 | Custody Officer 3    | 2300-0700 | 2300-0700 | 2300-0700 |           |           | 2300-0700 | 2300-0700 |
| 5 | Custody Officer 4    | 1500-2300 | 2300-0700 |           |           | 0700-1500 | 0700-1500 | 1500-2300 |
| 6 | Custody Officer 5    |           |           | 2300-0700 |           | 1900-0300 | 1900-0300 |           |

### Baldwin Park Police Department

#### *G4S Proposed Staffing Schedule (Shifts)*

|   | Employee Designation | Mon | Tue | Wed | Thu | Fri | Sat | Sun |                   |
|---|----------------------|-----|-----|-----|-----|-----|-----|-----|-------------------|
| 1 | Custody Supervisor   | D   | D   | D   | D   | D   |     |     |                   |
| 2 | Custody Officer 1    | D   | D   | D   | D   |     |     | D   |                   |
| 3 | Custody Officer 2    |     | S   | S   | S   | S   | S   |     | D - Day Shift     |
| 4 | Custody Officer 3    | N   |     |     | N   | N   | N   | N   | S - Swing Shift   |
| 5 | Custody Officer 4    | S   | N   |     |     | D   | D   | S   | N - Night Shift   |
| 6 | Custody Officer 5    |     |     | N   |     | O   | O   |     | O - Overlap Shift |

### Baldwin Park Police Department

#### *G4S Proposed Staffing Schedule (Total Hours)*

|   | Employee Designation | Mon | Tue | Wed | Thu | Fri | Sat | Sun | Total Hours Per Week |
|---|----------------------|-----|-----|-----|-----|-----|-----|-----|----------------------|
| 1 | Custody Supervisor   | 8   | 8   | 8   | 8   | 8   |     |     | 40                   |
| 2 | Custody Officer 1    | 8   | 8   | 8   | 8   |     |     | 8   | 40                   |
| 3 | Custody Officer 2    |     | 8   | 8   | 8   | 8   | 8   |     | 40                   |
| 4 | Custody Officer 3    | 8   |     |     | 8   | 8   | 8   | 8   | 40                   |
| 5 | Custody Officer 4    | 8   | 8   |     |     | 8   | 8   | 8   | 40                   |
| 6 | Custody Officer 5    |     |     | 8   |     | 8   | 8   |     | 24                   |
|   |                      |     |     |     |     |     |     |     | 224                  |

## G4S IMPLEMENTATION SCHEDULE

G4S is experienced in assuming other organizations duties and in-house security personnel with minimal impact on client operations while using our transition method.

For Baldwin Park, we will implement our six-week (45-day) transition program, which establishes implementation tasks, team members and milestones as the new contract draws toward its start date.

## TRANSITION SCHEDULE

The following matrix summarizes a typical high-level transition. G4S may adapt and modify this schedule based on your security program requirements.

| TRANSITION TASK                                                              | WEEKS BEFORE START DATE |    |    |    |    |    |
|------------------------------------------------------------------------------|-------------------------|----|----|----|----|----|
|                                                                              | -6                      | -5 | -4 | -3 | -2 | -1 |
| Formation of G4S Implementation Team                                         |                         |    |    |    |    |    |
| Creation of customized client landing page                                   |                         |    |    |    |    |    |
| Recruitment of incumbent personnel                                           |                         |    |    |    |    |    |
| Open positions posted for G4S personnel                                      |                         |    |    |    |    |    |
| Recruitment of new hires (as needed)                                         |                         |    |    |    |    |    |
| Candidate interviews                                                         |                         |    |    |    |    |    |
| Background investigations                                                    |                         |    |    |    |    |    |
| Employment offers                                                            |                         |    |    |    |    |    |
| Security site surveys                                                        |                         |    |    |    |    |    |
| Post Orders reviewed, refreshed or rewritten                                 |                         |    |    |    |    |    |
| Uniforms and equipment ordered                                               |                         |    |    |    |    |    |
| Training of account managers and supervisors (as necessary)                  |                         |    |    |    |    |    |
| New hire pre-assignment classroom training (weekly classes as needed)        |                         |    |    |    |    |    |
| G4S orientation training for retained incumbents (adjusted to work schedule) |                         |    |    |    |    |    |
| Master schedule and assignments made                                         |                         |    |    |    |    |    |
| Uniforms and equipment issued to personnel                                   |                         |    |    |    |    |    |
| Equipment and forms placed on posts                                          |                         |    |    |    |    |    |
| Contract master created                                                      |                         |    |    |    |    |    |
| On-the-job training                                                          |                         |    |    |    |    |    |
| Contract compliance and quality control (weekly status calls and meetings)   |                         |    |    |    |    |    |





## TRANSITION ACTIVITIES

The following are descriptions of major transition activities and when they typically occur:

### **6–4 Weeks Prior to Contract Start**

- **Creation of customized Baldwin Park landing page:** We will create an online landing page where incumbent officers can apply to G4S in addition to other options, such as visiting a local office or completing the forms at their workplace. From the site, incumbent applicants can follow the hiring process and begin connecting to the G4S community, access learning modules, share job postings and communicate with G4S.
- **Recruitment of incumbent personnel:** G4S offers incumbent officers you wish to retain the opportunity to complete our hiring process. Those who successfully pass our recruitment and vetting process will receive positions in your program. Our online application process provides a quick alternative to having incumbents fill out paper applications at your security sites or travel to a G4S local office.

### **5–2 Weeks Prior to Contract Start**

- **Open positions posted for G4S personnel:** After incumbent recruiting, remaining positions are offered to eligible G4S personnel who wish to transfer or apply for supervisory or management-level promotions. To source qualified personnel, hiring managers consult existing G4S supervisors and managers as well as our PromoteMe! database, which allows G4S officers to identify advancement opportunities and complete voluntary career development learning modules.
- **Recruitment of new hires:** Remaining open positions are filled by new hires as needed. G4S attracts new applicants through the G4S Career Center, a job-seeking resource and online community for G4S applicants; online job boards and social media; our Military Recruitment Program; newspaper ads; state employment services; employee referrals; local police and sheriff's departments and federal law enforcement organizations.
- **Candidate interviews:** The Implementation Team interviews officer candidates to verify and elaborate on their experience and ensure application and vetting requirements are met.
- **Background investigations:** Once required release forms have been signed and witnessed, the Implementation Team conducts candidate background investigations, which include 10 years of full work history, criminal records searches and other verifications.
- **Employment offers:** G4S offers employment only to candidates who successfully pass all steps of our hiring process and meet all client requirements. Upon approving a candidate for hire, the Implementation Team will notify the successful candidate and continue with the recruitment process.
- **Security site surveys:** The Implementation Team conducts a general survey of your security sites (including any for which we may already provide service). This survey is used to create a baseline security and risk profile for your organization, including any immediate security vulnerabilities.



- **Post Orders reviewed, refreshed or rewritten:** Based on both your security plan and the findings from our site surveys, the Implementation Team creates Post Orders for each security post at your sites. Stored on site as well as online, each set of Post Orders provides procedures for general, specific and emergency situations. Supervisors use Post Orders to train officers at their assigned posts, and Post Orders are the basis for post inspections carried out by G4S supervision and management.
- **Uniforms and equipment ordered:** The Implementation Team orders uniforms, equipment and necessary supplies directly from the G4S warehouse and pre-approved vendors using our online order system, which expedites delivery, guarantees accuracy and reduces costs through volume purchasing discounts.

#### **4–2 Weeks Prior to Contract Start**

- **Training of account managers and supervisors:** As necessary, we train supervisor candidates drawing from an organization's incumbent personnel or G4S officers who have successfully passed our hiring process.
- **New hire pre-assignment classroom training:** The Implementation Team supplies the applicable G4S North America Training Institute (NATI) curriculum for your security program's new officers. Presented in a variety of languages through live instruction and self-study workbooks and virtual training (where available and permissible), pre-assignment training provides officers with the knowledge, skills and abilities to perform general duties.
- **G4S Orientation Training for retained incumbents:** The Implementation Team supplies G4S Orientation Training for any incumbent personnel an organization chooses to retain who pass our hiring process. Orientation provides incumbent officers with detailed information on G4S policies, procedures and benefits and identifies any gaps in training that must be filled. At this time, incumbent personnel receive access to our full catalog of training resources and career development programs. In-person training requirements, if required, are scheduled for minimum impact on existing work schedules.

#### **2–1 Weeks Prior to Contract Start**

- **Master Schedule created:** We will create an Installation Schedule for staffing at your locations to cover post hours, number of officers at each post and skills needed. The schedule is entered into the G4S Labor Scheduling System and includes pay and billing information. We prepare the schedule as far in advance as practical to give officers early notice of their work schedule and days off.
- **Assignment of personnel to schedules:** In every case possible, officers will be assigned to schedules that are suited to their personal background, personality, appearance and preference, which encourages a high level of personal performance. Officers will not exchange scheduled shifts or days off without first obtaining approval from their G4S supervisor.



- **Uniforms and equipment issued to personnel:** We will issue uniforms and equipment, documenting the number of issue, item, date of issue, employee's signature and initials, and witness signatures in the G4S Uniform and Accessories Record. Officers will receive training in proper uniform wear and care during their initial orientation.
- **Equipment and forms placed on posts:** The first officer assigned to the post will deliver, tag and sort equipment, forms and supplies on the day service begins. The officer will use this equipment as Post Orders indicate and pass them on to the relieving officer.
- **On-the-job training:** On-the-job training is given to officers new to a security site and incumbent officers who change positions. This training is performed by a training team member, G4S supervisor or incumbent officer familiar with the post.

### **1 Week Prior to Contract Start**

- **Wrap-up and finalization:** During the final week of the transition, all tasks are finalized and checked against contract compliance and quality control. On-the-job training continues during the last week of the transition.

### **Contract Commencement**

G4S management will be present during the first week of service to facilitate questions and handle contingencies. Subsequently, G4S management will regularly visit your sites to observe security program operations, follow up with request and issues, and communicate the status of these efforts to your stakeholders. In addition to these scheduled site visits, G4S management is available at any time via email and mobile phone.

### **90-Day Control Plan**

In keeping with our desire to improve your security program continuously, our 90-day Control Plan provides monitoring of newly transitioned security sites and follow-up activities to ensure the identification and resolution of any issues that may arise during the initial program phase.

The following are typical activities that occur during the control period:

- Weekly conference calls
- Weekly post and site inspections
- Monthly client visits
- Verification of Post Orders on site, as approved by local client
- Review and approval of personnel files, training files and schedules
- Review of health insurance enrollment
- Review of supervisor and officer reports
- Review of KPIs, including recruitment status; incumbent retention; new hire recruitment; equipment delivery; etc.

## **RETAINING INCUMBENT PERSONNEL**

G4S recognizes the value of qualified incumbent personnel. Where possible and with the consent of Baldwin Park, we will retain existing personnel who meet our employment standards. During the



transition phase, G4S will work as closely as possible with incumbent providers and existing employees to transition new and existing personnel to your locations.

We take several steps to onboard retained incumbent personnel. Fostering enthusiasm while minimizing concerns requires early and frequent communication. Our strategy includes the following:

- **Joint initial meeting:** An initial meeting, wherein Baldwin Park will introduce G4S representatives to your incumbent officers, occurs early in the transition process. Incumbent officers learn about G4S employment, get answers to frequently asked questions and receive contact information for support.
- **Meet and greet sessions:** Throughout the transition process, additional, informal meetings are held at convenient locations before and after shifts. G4S managers answer questions, talk about G4S and provide employment application assistance.
- **Toll-free 24/7 hotline:** Using this call-in number, officers can connect with their local office or G4S headquarters to address their questions or concerns.
- **Baldwin Park /G4S Career Center Portal:** A customized Baldwin Park landing page will be created on the G4S Career Center website, based on the final award scenario. Incumbent officers will receive a link to the site where they can quickly fill a job application and connect with the G4S community.

# STAFF REPORT



**TO:** Honorable Chair and Board Members of the Housing Authority  
**FROM:** Benjamin Martinez, Community Development Director  
**DATE:** October 7, 2020  
**SUBJECT:** Approving Allocation of CARES Act Housing Choice Voucher Program Administrative Funding in the amount of \$247,321

---

## **SUMMARY**

This report seeks City Council approval of \$247,321 in Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Housing Choice Voucher (HCV) Funds to be utilized in the administration of the Section 8 Program or HCV Program to prevent, prepare for and respond to the coronavirus (COVID-19).

## **RECOMMENDATION**

Staff recommends that the Housing Authority:

1. Approve this allocation of CARES Act Funding in the amount of \$247,321 to fund the following activities:
  - Physical Improvements to office space including expansion, remodel, or space rental.
  - COVID-19 testing costs for Public Housing Authority (PHA) Staff and participating families.
  - Sourcing and purchasing personal protective equipment for PHA staff and for residents visiting the PHA offices or premises for program related reasons.
  - Necessary upgrades to information technology or computer systems to enhance telework capacities and overtime pay for PHA staff to carry out HCV Program responsibilities; and
2. Authorize the Director of Finance to amend the budget accordingly.

## **FISCAL IMPACT**

There is no fiscal impact to the General Fund. This award would provide additional funding to assist the City of Baldwin Park Housing Authority in the administration of the Section 8 Program or HCV Program to prevent, prepare for and respond to the coronavirus (COVID-19).

## **BACKGROUND**

Under the CARES Act, this supplemental administrative fee funding can be used in various ways to help prevent the spread of COVID-19. Staff has reviewed the eligible activities in the attached Public Indian Housing (PIH) Notice 2020-18 issued by the Department of Housing and Urban Development (HUD) and is recommending that the funding be used for the following activities:

- Physical Improvements to office space including expansion, remodel, or space rental.
- COVID-19 testing costs for Public Housing Authority (PHA) Staff and participating families.
- Sourcing and purchasing personal protective equipment for PHA staff and for residents visiting the PHA offices or premises for program related reasons.

- Necessary upgrades to information technology or computer systems to enhance telework capacities and overtime pay for PHA staff to carry out HCV Program responsibilities.

Detailed costs of all related activities will be tracked and recorded by staff.

### **ALTERNATIVES**

The alternative is to not approve staff's recommendation to approve this allocation of CARES Act Funding.

### **LEGAL REVIEW**

This report has been reviewed and approved by the City Attorney as to legal form and content.

### **ATTACHMENTS**

1. Public Indian Housing (PIH) Notice 2020-18.
2. HUD Funding Letters



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
WASHINGTON, DC 20410-5000

OFFICE OF PUBLIC AND INDIAN HOUSING

Special Attention of:  
Office Directors of Public Housing,  
Regional Directors, and Public Housing  
Agencies.

---

**PIH Notice PIH-2020-18**

Issued: July 31, 2020

Expires: This notice remains in effect until  
amended, superseded, or rescinded

Cross References: PIH Notice 2020-04, PIH  
Notice 2020-08

---

**SUBJECT: CARES Act – HCV Program Administrative Fees – Second Award**

- 1. Purpose.** This notice further implements the funding provisions for the Housing Choice Voucher (HCV) Program, including Mainstream vouchers, in the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (Public Law 116-136), enacted on March 27, 2020. The CARES Act provides additional appropriations for housing assistance payments (HAP) and administrative fee funding to prevent, prepare for, and respond to coronavirus (COVID-19). The Tenant-Based Rental Assistance portion of the CARES Act is attached as Appendix A.

This notice addresses HUD's second award allocation methodology for the administrative fees portion of the CARES Act supplemental funding, and establishes additional new eligible activities to prevent, prepare for, or respond to COVID-19 that may be funded with these supplemental administrative fee amounts. The first award allocation of administrative funding and the original list of eligible activities were established in [PIH Notice 2020-08](#). This notice supersedes PIH Notice 2020-08.

- 2. Summary.** The CARES Act provides funding to prevent, prepare for, and respond to COVID-19, including for public housing agencies (PHAs) to maintain normal operations and take other necessary actions during the period those agencies administering an HCV program (including Mainstream vouchers) remain impacted by COVID-19. The total CARES Act supplemental appropriation for the HCV Program is \$1.25 billion.

This notice covers the supplemental administrative fee portion totaling \$850 million for the HCV Program, including Mainstream vouchers. This supplemental administrative fee funding may be used by PHAs for administrative expenses and other expenses related to COVID-19, which are the eligible activities initially defined by the Secretary and clarified in PIH Notice 2020-08, in addition to new eligible activities described in this notice. The

complete list of the additional eligible activities (both those activities defined in PIH Notice 2020-08 and the new activities) is provided in section 4 of this notice.

HUD obligated the initial supplemental administrative fee allocation through PIH Notice 2020-08, in the amount of \$378 million. This notice describes the funding methodology for the second allocation of approximately \$472 million in supplemental administrative fees and provides an updated list of eligible expenses under the CARES Act supplemental administrative fees.

3. **Funding Methodology.** The CARES Act provides supplemental administrative fee funding for the HCV and Mainstream vouchers. Through this second round of funding, HUD will provide approximately \$472 million (the equivalent of 2.35 months of administrative fee eligibility) to all PHAs, including Moving to Work (MTW) PHAs, which will be allocated as a single disbursement at the beginning of August 2020. The amount of funding PHAs will receive in this disbursement is calculated by multiplying the total unit months leased (UML) reported in the Voucher Management System (VMS) for the month of May by the CY 2020 administrative fee rates, times 2, prorated at approximately 117 percent to distribute the remaining funds equally between all PHAs.
4. **Eligible Expenses for CARES Act funds as well as administrative fees under the Fiscal Year (FY) 2020 Appropriations Act.** Under the CARES Act, this supplemental administrative fee funding may be used only for two purposes: (1) any currently eligible HCV (including Mainstream vouchers) administrative costs during the period that the program remains impacted by COVID-19; and (2) new COVID-19 related activities, including activities to support or maintain the health and safety of assisted individuals and families, and costs related to the retention and support of participating owners. Currently eligible HCV administrative costs under (1) include necessary upgrades to information technology or computer systems to enhance telework capacities and overtime pay for PHA staff to carry out HCV Program responsibilities.

This section updates the list of eligible COVID-19 related activities that may be covered by the CARES Act supplemental administrative fee funding and HCV administrative fees appropriated under the FY 2020 Further Consolidated Appropriations Act (Public Law 116-94). Note that Mainstream voucher administrative fees appropriated under the FY 2020 Further Consolidated Appropriations Act (Public Law 116-94) are not eligible to be used for these new COVID-19 related activities. The CARES Act supplemental administrative fee funding may also be used for any currently eligible HCV (including Mainstream voucher) administrative costs during the period that the program remains impacted by COVID-19 (see Period of Availability in Section 6).

The list identifies new eligible COVID-19 activities defined by the Secretary since PIH Notice 2020-08 was published as well as the activities previously described in PIH Notice 2020-08. Two of the previous eligible activities have been modified. One has been modified for clarification purposes and the second to further expand the scope of the activity

The new eligible COVID-19 related activities defined by the Secretary are the following:



**PHA staff and resident related eligible expenses:**

- Sourcing and purchasing personal protective equipment for PHA staff and for residents visiting the PHA offices or premises for program related reasons.
- Expenses incurred because of COVID-19 restrictions impacting PHA operations (e.g., paying for transportation expenses for PHA staff who rely on public transit that is no longer available).
- COVID-19 testing costs for PHA Staff and participating families. PHAs should adopt reasonable operating procedures related to testing.

**Other eligible activities related to social distancing and PHA operations:**

- Creation or update of infectious disease outbreak plan.
- Physical Improvements to office space including expansion, remodel, or space rental.
- Costs to facilitate and coordinate with local schools and local governments receiving funds from the U.S. Department of Education for the education of students in the program:
  - Costs for the technological needs of program participants with school aged children being homeschooled as a result of the pandemic that are not and will not be provided through other Federal, State, or local governments.

The eligible activities established in [PIH Notice 2020-08](#) are provided below. The first item below clarifies language provided within the above-mentioned notice while the second item below has been modified to include individuals that are covered by these items. The clarifying language, as well as the new expanded language, is shown in red font below.

- Procuring cleaning supplies and/or services to maintain safe and sanitary HCV units including common areas **and in-unit cleaning of all Project-Based Voucher (PBV) assisted units.**
- Relocation of **PHA staff and** participating families to health units or other designated units for testing, hospitalization, or quarantine, or transportation to these locations to limit the exposure that could be caused by using mass transportation.
- Additional costs to supportive services vendors incurred due to COVID-19.
- Costs to retain or increase owner participation in the HCV Program, such as incentive costs (e.g., the PHA offers owner an incentive payment to participate in recognition of added difficulties of making units available for HCV families to rent while stay-at-home orders or social distancing practices are in effect.)
- Costs for providing childcare for the children of PHA staff that would not have otherwise been incurred (e.g., children are at home due to school closings, PHA staff are working outside of regular work schedules, etc.).
- Costs associated with the delivery of goods, including food and medical supplies that comply with the Centers for Disease Control (CDC) requirements, to program participants.
- Public health-related security costs to enforce orders to shelter-in-place, stay-at-home orders, or visitor-restriction policies for PHA owned PBV projects.
- Administration costs associated with the implementation of COVID-19-related activities that are not eligible HCV administrative costs (e.g., paying overtime to staff to carry-out these COVID-19-related activities).

- Other costs either directly or indirectly related to COVID-19 as determined eligible on a case-by-case basis at the Secretary's discretion.

**5. Requesting HUD Determinations for Eligible Activities.** PHAs requesting approval to cover other COVID-19-related activities not included in the above list and not currently eligible as regular HCV administrative costs must send the request and an explanation of the proposed activity to the [FinancialManagementCenter@hud.gov](mailto:FinancialManagementCenter@hud.gov) mailbox. The subject line of the email should read "PHA# Requesting Eligibility for COVID-19-Related Administrative Cost", example "TX001 Requesting Eligibility for COVID-19-Related Administrative Cost."

- o Requests will be reviewed on a periodic basis. As additional eligible costs are approved, HUD will update the list of eligible activities and maintain the most current list of eligible COVID-19-related activities on our website at:  
[https://www.hud.gov/program\\_offices/public\\_indian\\_housing/programs/hcv](https://www.hud.gov/program_offices/public_indian_housing/programs/hcv).
- o For additional details on new eligible COVID-19 activities, please refer to the frequently asked questions (FAQ) documents available through the following link:  
[https://www.hud.gov/program\\_offices/public\\_indian\\_housing/covid\\_19\\_resources](https://www.hud.gov/program_offices/public_indian_housing/covid_19_resources)

**6. Period of Availability.** Under the CARES Act, these supplemental administrative fee funds may be used for both HCV (including Mainstream voucher) administrative expenses and the new COVID-19-related activities during the period that the program is impacted by COVID-19. HUD recognizes that the HCV Program will continue to be impacted by COVID-19 beyond the immediate challenges of operating during shelter-in-place/stay-at-home orders or recommended social distancing practices. Program operations will continue to be impacted as PHAs transition back to full operational capacity, comply with applicable waivers and alternative requirements in accordance with PIH Notice [2020-05](#), and manage calendar year (CY) leasing and utilization challenges caused by COVID-19 earlier in the year.

Consequently, the period of availability for expenditure of these funds, and any unspent funds initially awarded under PIH Notice 2020-08, is hereby extended through June 30, 2021, unless this period is subsequently extended by HUD.

The funding provided through this notice may only be used for the two purposes described in this notice. Unlike regular administrative fees, these funds may not roll into the unrestricted net position (UNP) and must be tracked and accounted for separately throughout the period of availability. If any of these funds are not expended during the period of availability, the remaining funds must be remitted to HUD. Accounting and remittance sub-regulation guidance will be forthcoming.

Notwithstanding this period of availability, HUD urges PHAs to first expend this supplemental CARES Act administrative fee funding, to prevent, prepare for, and respond to COVID-19. To maximize program offerings during the ongoing pandemic, HUD recommends that PHAs apply their supplemental administrative fee amounts to eligible expenses first, since the HCV Program FY 2020 administrative fees may also be used for

COVID-19-related activities within the period of availability and will continue to be available for regular administrative fee purposes beyond the period of availability.

7. **Ineligible Expenses.** The funding provided through this notice cannot be used for the repayment of debts or any amounts owed to HUD or program participants including, but not limited to, Office of Inspector General (OIG), Quality Assurance Division (QAD) or other monitoring review findings. Similarly, any CARES Act funding transferred via fee for service to the Central Office Cost Center (COCC) cannot be used for the repayment of such debts nor can these funds roll to the COCC reserve balance. Additionally, administrative fee funds provided through this notice considered for salaries, bonuses and/or employee incentives must comply with the executive compensation requirements under Section 220 of Public Law 116-94, Further Consolidated Appropriations Act, 2020 and must comply with reasonable compensation requirements found at 2 CFR Part 200.430(b).
8. **Use of PHA's Remaining DHAP Funds for COVID-19-Related Activities.** PHAs holding Federal Emergency Management Agency (FEMA) funding for the Disaster Housing Assistance Program (DHAP) from: (1) Hurricanes Katrina and Rita (DHAP-Katrina) and (2) Hurricanes Ike and Gustav (DHAP-Ike), may use those funds towards COVID-19-related expenses as carry-over funds. This guidance was previously described in PIH Notice 2020-08 and within the PIH letter from April 1, 2020 provided to applicable DHAP PHAs. PHAs are required to properly track and account for any DHAP funds used to cover COVID-19-related activities.
9. **Reporting Requirements.** As previously discussed in PIH Notice 2020-08, HUD will develop a process by which PHAs will report distinctly and fully all expenditures of CARES Act supplemental funds, including the date, amount, and use of such funds. HUD sub-regulation guidance implementing this process is forthcoming. To ensure PHAs have the ability to report to HUD on these expenses, PHAs must track COVID-19 revenue and expenses by creating COVID-19 Profit and Loss (P&L) accounts. HUD-sub-regulation guidance for reporting COVID-19 financial information to the Financial Assessment Subsystem (FASS) on the Financial Data System (FDS) is also forthcoming.

#### Additional CARES Act Reporting

Section 15011 of the CARES Act requires that recipients of \$150,000 or more of CARES Act funding submit, not later than 10 days after the end of each calendar quarter, a report containing information regarding the amount of funds received; the amount of funds obligated or expended for each project or activity; a detailed list of all such projects or activities, including a description of the project or activity; and detailed information on any subcontracts or subgrants awarded by the recipient. As outlined in the Office of Management and Budget (OMB) memorandum, M-20-21, existing reporting requirements are anticipated to meet the requirements of Section 15011, but the content and format for this reporting is still under development and will need to be reviewed against current program practices. HUD will work in coordination with OMB to ensure that this requirement can be fulfilled by recipients of CARES Act funding in a manner that utilizes to the greatest extent possible existing reporting streams, providing the necessary transparency and accountability

with minimal additional burden. If additional reporting is necessary, further guidance will be released by HUD in the near future.

- 10. Excluded Programs.** The provisions implemented by this notice do not apply to renewal funding for the Section 8 Moderate Rehabilitation Program or the Section 8 Moderate Rehabilitation Single Room Occupancy Program.
- 11. Paperwork Reduction Act.** The information collection requirements (ICR) for the HCV Program and Mainstream vouchers are approved by the OMB under the Paperwork Reduction Act of 1995 (44 U.S.C. 3501-3520). The OMB control number is 2577-0169. As noted in item 7 above, the reporting requirements to comply with the CARES Act will be forthcoming HUD sub-regulation guidance.
- 12. Further Information.** Direct questions to HCV Financial Management Division (FMD), Office of Public Housing and Voucher Programs, by email, at [PIHFinancialManagementDivision@hud.gov](mailto:PIHFinancialManagementDivision@hud.gov).

/ s /

R. Hunter Kurtz, Assistant Secretary  
for Public and Indian Housing

## Appendix A

### CARES Act (Public Law 116-136)

For an additional amount for “Tenant-Based Rental Assistance”, \$1,250,000,000, to remain available until expended, to prevent, prepare for, and respond to coronavirus, including to provide additional funds for public housing agencies to maintain normal operations and take other necessary actions during the period that the program is impacted by coronavirus: amounts made available under this heading in this Act, \$850,000,000 shall be available for both administrative expenses and other expenses of public housing agencies for their section 8 programs, including Mainstream vouchers: *Provided further*, That such other expenses shall be new eligible activities to be defined by the Secretary and shall include activities to support or maintain the health and safety of assisted individuals and families, and costs related to retention and support of participating owners: *Provided further*, That amounts made available under paragraph (3) under this heading in Public Law 116–94 may be used for such other expenses, as described in the previous proviso, in addition to their other available uses: *Provided further*, That of the amounts made available under this heading in this Act, \$400,000,000 shall be available for adjustments in the calendar year 2020 section 8 renewal funding allocations, in addition to any other appropriations available for such purpose, including Mainstream vouchers, for public housing agencies that experience a significant increase in voucher per-unit costs due to extraordinary circumstances or that, despite taking reasonable cost savings measures, as determined by the Secretary, would otherwise be required to terminate rental assistance for families as a result of insufficient funding *Provided further*, That the Secretary shall allocate amounts provided in the previous proviso based on need, as determined by the Secretary: *Provided further*, That the Secretary may waive, or specify alternative requirements for, any provision of any statute or regulation that the Secretary administers in connection with the use of the amounts made available under this heading and the same heading of Public Law 116–94 (except for requirements related to fair housing, nondiscrimination, labor standards, and the environment), upon a finding by the Secretary that any such waivers or alternative requirements are necessary for the safe and effective administration of these funds, consistent with the purposes described under this heading in this Act, to prevent, prepare for, and respond to coronavirus: *Provided further*, That the Secretary shall notify the public through the Federal Register or other appropriate means of any such waiver or alternative requirement to ensure the most expeditious allocation of this funding, and in order for such waiver or alternative requirement to take effect, and that such public notice may be provided, at a minimum, on the Internet at the appropriate Government web site or through other electronic media, as determined by the Secretary: *Provided further*, That any such waivers or alternative requirements shall remain in effect for the time and duration specified by the Secretary in such public notice and may be extended if necessary upon additional notice by the Secretary: *Provided further*, That to prevent, prepare for, and respond to coronavirus, the notification required by section 223 of Public Law 116–6 and section 221 of Public Law 116–94 shall not apply to the award of amounts provided under paragraph (2) of this heading in Public Law 116–6 or under paragraph (7)(B) of this heading in Public Law 116–94 in support of the family unification program under section 8(x) of such Act: *Provided further*, That the Secretary may award any remaining unobligated balances appropriated under this heading in prior Acts for incremental tenant-based assistance contracts under section 811 of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 8013), to prevent, prepare for, and respond to coronavirus, without competition, including for extraordinary administrative fees: *Provided further*, That no less than 25 percent of such amounts shall be allocated proportionally to public housing agencies who received awards in the 2017 and 2019 competitions for such purposes within 60 days of enactment of this Act: *Provided further*, That the waiver and alternative requirements authority provided under this heading in this Act shall also apply to such incremental tenant-based assistance contract amounts: *Provided further*, That such amount is designated by the Congress as being for an emergency requirement pursuant to section 251(b)(2)(A)(i) of the Balanced Budget and Emergency Deficit Control Act of 1985.



**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

Financial Management Center  
2380 McGee Street, Suite 400  
Kansas City, MO 64108-2605

OFFICE OF PUBLIC AND INDIAN HOUSING

May 8, 2020

CA120  
CITY OF BALDWIN PARK HOUSING AUTH  
14403 PACIFIC AVENUE  
BALDWIN PARK, CA 91706-1706

Dear Executive Director:

**SUBJECT: CY 2020 Housing Choice Vouchers – CARES Act Administrative Fees,  
Mainstream Administrative Fees, and MTW Embedded Fees**

Your agency was notified in a letter date May 7, 2020 that it has been awarded administrative fee funding under the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). This letter and enclosed table provide the specific details of the funding awarded and information concerning the disbursement of these funds. Funds have been obligated and scheduled for disbursement in May 2020.

These funds must be administered in accordance with the CARES Act requirements. Information about these requirements is provided in PIH Notice 2020-08.

Enclosed is your Notice to Amend the Consolidated Annual Contributions Contract (CACC) with revised funding exhibits reflecting the change(s) described above. The amendment notice and revised funding exhibits should be filed with your most recent CACC. No execution by HUD or your PHA is required.

Public housing agencies receiving an increment in excess of \$100,000 in Budget Authority (BA) are required to submit Form HUD-50071, Certification of Payments to Influence Federal Transactions, and if applicable, Form SF-LLL, Disclosure of Lobbying Activities. If this letter notifies you of a renewal in excess of \$100,000, and your PHA has not submitted the Form(s) HUD-50071 (and SF-LLL where applicable) for your current fiscal year; the documents must be submitted to your local field office and Financial Analyst at the Financial Management Center (FMC) within 30 days of the date of this letter. These forms are located on the Internet at the following addresses:

Form HUD-50071

<https://www.hud.gov/sites/documents/50071.PDF>

Form SF-LLL

<https://www.hudexchange.info/resources/documents/HUD-Form-Sflll.pdf>

Please contact your Financial Analyst at the FMC if you have any questions.

Sincerely

**Jennifer D. Horn**

Digitally signed by Jennifer D. Horn  
DN: CN = Jennifer D. Horn, C = US  
O = Financial Management Center.  
OU = Division Director.  
Reason: I am approving this document

Division Director

Enclosure(s)

Memo Reference: 20-097

## Increment Number Table

U. S. Department of Housing and Urban Development  
Office of Public and Indian Housing

Housing Choice Voucher Program

Section 8

---

May 8, 2020

| Funding Increment Number | Effective Date | Term (Months) | BA Assigned |
|--------------------------|----------------|---------------|-------------|
| CA120AF0134              | 5/1/2020       | 1             | \$104,554   |



**Consolidated  
Annual Contributions Contract**

**U.S. Department of Housing and Urban Development**  
Office of Public and Indian Housing

Housing Choice Voucher Program

Section 8

---

**HUD NOTICE TO HOUSING AGENCY AMENDING  
CONSOLIDATED ANNUAL CONTRIBUTIONS CONTRACT**

**Housing Agency: CA120  
CITY OF BALDWIN PARK HOUSING AUTH**

In accordance with Paragraph 2.c. of the Consolidated Annual Contributions Contract between HUD and the HA, you are notified that the funding exhibits of the Consolidated Annual Contributions Contract is hereby revised to add a new funding increment as provided in the attached revised funding exhibit. (This notice adds one or more funding increments listed on the attached funding exhibit.)

The revised funding exhibit is attached to this HUD notice. This revised funding exhibit replaces and revises the prior funding exhibit.

In accordance with Paragraph 2.d. of the Consolidated Annual Contributions Contract, this HUD notice and the attached funding exhibit constitutes an amendment to the Consolidated Annual Contributions Contract.

**United States of America**

Secretary of Housing and Urban Development  
Authorized Representative

Date of Document:

Robert H. Boepple, Director  
Financial Management Center

5/8/2020

---

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
PIH SECTION 8 - FUNDING EXHIBIT  
PROGRAM-BASED

ACC NUMBER: CA120

FIELD OFFICE: 9DPH

CA120  
CITY OF BALDWIN PARK HOUSING AUTH  
14403 PACIFIC AVENUE  
BALDWIN PARK, CA 91706

HA FISCAL YEAR-END: 06/30

PROGRAM TYPE: VOUCHER PROGRAM/5 YEAR MAINSTREAM

| FUNDING<br>INCREMENT NUMBER | FIRST DAY OF<br>TERM | LAST DAY OF<br>TERM | CONTRACT<br>TERM | BUDGET<br>AUTHORITY | UNITS |
|-----------------------------|----------------------|---------------------|------------------|---------------------|-------|
| CA120AF0117                 | 5/1/2018             | 5/31/2018           | 1                | 41,018              | N/A   |
| CA120VO0154                 | 5/1/2018             | 5/31/2018           | 1                | 379,794             | 899   |
| CA120AF0118                 | 6/1/2018             | 6/30/2018           | 1                | 41,018              | N/A   |
| CA120AFR417                 | 6/1/2018             | 6/30/2018           | 1                | 2,715               | N/A   |
| CA120VO0155                 | 6/1/2018             | 6/30/2018           | 1                | 399,743             | 899   |
| CA120VOPR17                 | 6/1/2018             | 6/30/2018           | 1                | 3,785               | N/A   |
| CA120AF0119                 | 7/1/2018             | 7/31/2018           | 1                | 41,018              | N/A   |
| CA120VO0156                 | 7/1/2018             | 7/31/2018           | 1                | 399,743             | 899   |
| CA120AF0120                 | 8/1/2018             | 9/30/2018           | 2                | 82,036              | N/A   |
| CA120VO0157                 | 8/1/2018             | 9/30/2018           | 2                | 893,130             | 899   |
| CA120AF0121                 | 10/1/2018            | 10/31/2018          | 1                | 41,018              | N/A   |
| CA120VO0158                 | 10/1/2018            | 10/31/2018          | 1                | 400,791             | 899   |
| CA120AF0122                 | 11/1/2018            | 12/31/2018          | 2                | 82,624              | N/A   |
| CA120VO0159                 | 11/1/2018            | 12/31/2018          | 2                | 801,583             | 899   |
| CA120AF0123                 | 1/1/2019             | 2/28/2019           | 2                | 82,624              | N/A   |
| CA120AFR318                 | 2/1/2019             | 2/28/2019           | 1                | 1,933               | N/A   |
| CA120VO0160                 | 1/1/2019             | 2/28/2019           | 2                | 706,729             | 899   |
| CA120VO0161                 | 3/1/2019             | 3/31/2019           | 1                | 353,365             | 899   |
| CA120AF0124                 | 3/1/2019             | 4/30/2019           | 2                | 82,860              | N/A   |
| CA120VO0162                 | 4/1/2019             | 4/30/2019           | 1                | 353,365             | 899   |
| CA120AF0125                 | 5/1/2019             | 5/31/2019           | 1                | 41,430              | N/A   |
| CA120VO0163                 | 5/1/2019             | 5/31/2019           | 1                | 353,365             | 899   |
| CA120AFR418                 | 7/1/2019             | 7/31/2019           | 1                | 4,210               | N/A   |
| CA120AF0126                 | 6/1/2019             | 9/30/2019           | 4                | 167,809             | N/A   |
| CA120VO0164                 | 6/1/2019             | 9/30/2019           | 4                | 1,557,480           | 899   |
| CA120AF0127                 | 10/1/2019            | 10/31/2019          | 1                | 41,952              | N/A   |
| CA120VO0165                 | 10/1/2019            | 10/31/2019          | 1                | 369,367             | 899   |
| CA120AF0128                 | 11/1/2019            | 12/31/2019          | 2                | 82,708              | N/A   |
| CA120VO0166                 | 11/1/2019            | 12/31/2019          | 2                | 738,735             | 899   |
| CA120AF0129                 | 1/1/2020             | 2/29/2020           | 2                | 82,708              | N/A   |

| <b>FUNDING<br/>INCREMENT NUMBER</b> | <b>FIRST DAY OF<br/>TERM</b> | <b>LAST DAY OF<br/>TERM</b> | <b>CONTRACT<br/>TERM</b> | <b>BUDGET<br/>AUTHORITY</b> | <b>UNITS</b> |
|-------------------------------------|------------------------------|-----------------------------|--------------------------|-----------------------------|--------------|
| CA120VO0167                         | 1/1/2020                     | 2/29/2020                   | 2                        | 576,914                     | 899          |
| CA120VO0168                         | 2/1/2020                     | 2/29/2020                   | 1                        | 192,304                     | N/A          |
| CA120AF0130                         | 3/1/2020                     | 3/31/2020                   | 1                        | 41,256                      | N/A          |
| CA120VO0169                         | 3/1/2020                     | 3/31/2020                   | 1                        | 399,977                     | 899          |
| CA120AFR419                         | 4/1/2020                     | 4/30/2020                   | 1                        | 14,295                      | N/A          |
| CA120AF0131                         | 4/1/2020                     | 5/31/2020                   | 2                        | 82,512                      | N/A          |
| CA120AF0134                         | 5/1/2020                     | 5/31/2020                   | 1                        | 104,554                     | N/A          |
| CA120VO0170                         | 4/1/2020                     | 5/31/2020                   | 2                        | 811,924                     | 899          |
| CA120VOPR19                         | 5/1/2020                     | 5/31/2020                   | 1                        | 100                         | N/A          |
| CA120AF0132                         | 6/1/2020                     | 9/30/2020                   | 4                        | 171,014                     | N/A          |
| CA120VO0171                         | 6/1/2020                     | 9/30/2020                   | 4                        | 1,694,995                   | 899          |
| CA120AF0133                         | 10/1/2020                    | 10/31/2020                  | 1                        | 42,753                      | N/A          |
| CA120VO0172                         | 10/1/2020                    | 10/31/2020                  | 1                        | 408,457                     | 899          |



**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

Financial Management Center  
2380 McGee Street, Suite 400  
Kansas City, MO 64108-2605

OFFICE OF PUBLIC AND INDIAN HOUSING

August 20, 2020

CA120  
CITY OF BALDWIN PARK HOUSING AUTH  
14403 PACIFIC AVENUE  
BALDWIN PARK, CA 91706-1706

Dear Executive Director:

**SUBJECT: CY 2020 Housing Choice Vouchers – CARES Act Administrative Fees,  
Mainstream Administrative Fees**

Your agency was notified in a letter date August 10, 2020 that it has been awarded administrative fee funding under the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). This letter and enclosed table provide the specific details of the funding awarded and information concerning the disbursement of these funds. Funds have been obligated and scheduled for disbursement in August 2020.

These funds must be administered in accordance with the CARES Act requirements. Information about these requirements is provided in PIH Notice 2020-18.

Attached is your Notice to Amend the Consolidated Annual Contributions Contract (CACC) with revised funding exhibits reflecting the change(s) described above. The amendment notice and revised funding exhibits should be filed with your most recent CACC. No execution by HUD or your PHA is required.

Housing agencies receiving an increment in excess of \$100,000 in Budget Authority (BA) are required to submit Form HUD-50071, Certification of Payments to Influence Federal Transactions, and, if applicable, Form SF-LLL, Disclosure of Lobbying Activities. If this letter notifies you of a renewal in excess of \$100,000, and your HA has not submitted the Form(s) HUD-50071 (and SF-LLL where applicable) with a budget or budget revision for your current fiscal year which includes the estimated BA for that renewal increment, the documents must be submitted to your Financial Analyst at the Financial Management Center (FMC) within 30 days of the date of this letter. These forms are located on the Internet at the following addresses:

Form HUD-50071

<https://www.hud.gov/sites/documents/50071.PDF>

Form SF-LLL

<https://www.hudexchange.info/resources/documents/HUD-Form-Sflll.pdf>

If you have any questions about the matters discussed in this letter, please contact your Financial Analyst (FA) at the Financial Management Center (FMC).

Sincerely

**Jennifer D. Horn**

Digitally signed by Jennifer D. Horn  
DN: CN = Jennifer D. Horn, C = US  
O = Financial Management Center.  
OU = Division Director.  
Reason: I am approving this document

Division Director

Enclosure(s)

Memo Reference: 20-132

## Increment Number Table

U. S. Department of Housing and Urban Development  
Office of Public and Indian Housing

Housing Choice Voucher Program

Section 8

---

August 20, 2020

| Funding Increment Number | Effective Date | Term (Months) | BA Assigned |
|--------------------------|----------------|---------------|-------------|
| CA120AF0135              | 8/1/2020       | 1             | \$142,767   |

**Consolidated  
Annual Contributions Contract**

**U.S. Department of Housing and Urban Development**  
Office of Public and Indian Housing

Housing Choice Voucher Program

Section 8

---

**HUD NOTICE TO HOUSING AGENCY AMENDING  
CONSOLIDATED ANNUAL CONTRIBUTIONS CONTRACT**

**Housing Agency: CA120  
CITY OF BALDWIN PARK HOUSING AUTH**

In accordance with Paragraph 2.c. of the Consolidated Annual Contributions Contract between HUD and the HA, you are notified that the funding exhibits of the Consolidated Annual Contributions Contract is hereby revised to add a new funding increment as provided in the attached revised funding exhibit. (This notice adds one or more funding increments listed on the attached funding exhibit.)

The revised funding exhibit is attached to this HUD notice. This revised funding exhibit replaces and revises the prior funding exhibit.

In accordance with Paragraph 2.d. of the Consolidated Annual Contributions Contract, this HUD notice and the attached funding exhibit constitutes an amendment to the Consolidated Annual Contributions Contract.

**United States of America**

Secretary of Housing and Urban Development  
Authorized Representative

Date of Document:

Robert H. Boepple, Director  
Financial Management Center

8/20/2020

---

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
PIH SECTION 8 - FUNDING EXHIBIT  
PROGRAM-BASED

ACC NUMBER: CA120

FIELD OFFICE: 9DPH

CA120  
CITY OF BALDWIN PARK HOUSING AUTH  
14403 PACIFIC AVENUE  
BALDWIN PARK, CA 91706

HA FISCAL YEAR-END: 06/30

PROGRAM TYPE: VOUCHER PROGRAM/5 YEAR MAINSTREAM

| FUNDING<br>INCREMENT NUMBER | FIRST DAY OF<br>TERM | LAST DAY OF<br>TERM | CONTRACT<br>TERM | BUDGET<br>AUTHORITY | UNITS |
|-----------------------------|----------------------|---------------------|------------------|---------------------|-------|
| CA120AF0120                 | 8/1/2018             | 9/30/2018           | 2                | 82,036              | N/A   |
| CA120VO0157                 | 8/1/2018             | 9/30/2018           | 2                | 893,130             | 899   |
| CA120AF0121                 | 10/1/2018            | 10/31/2018          | 1                | 41,018              | N/A   |
| CA120VO0158                 | 10/1/2018            | 10/31/2018          | 1                | 400,791             | 899   |
| CA120AF0122                 | 11/1/2018            | 12/31/2018          | 2                | 82,624              | N/A   |
| CA120VO0159                 | 11/1/2018            | 12/31/2018          | 2                | 801,583             | 899   |
| CA120AF0123                 | 1/1/2019             | 2/28/2019           | 2                | 82,624              | N/A   |
| CA120AFR318                 | 2/1/2019             | 2/28/2019           | 1                | 1,933               | N/A   |
| CA120VO0160                 | 1/1/2019             | 2/28/2019           | 2                | 706,729             | 899   |
| CA120VO0161                 | 3/1/2019             | 3/31/2019           | 1                | 353,365             | 899   |
| CA120AF0124                 | 3/1/2019             | 4/30/2019           | 2                | 82,860              | N/A   |
| CA120VO0162                 | 4/1/2019             | 4/30/2019           | 1                | 353,365             | 899   |
| CA120AF0125                 | 5/1/2019             | 5/31/2019           | 1                | 41,430              | N/A   |
| CA120VO0163                 | 5/1/2019             | 5/31/2019           | 1                | 353,365             | 899   |
| CA120AFR418                 | 7/1/2019             | 7/31/2019           | 1                | 4,210               | N/A   |
| CA120AF0126                 | 6/1/2019             | 9/30/2019           | 4                | 167,809             | N/A   |
| CA120VO0164                 | 6/1/2019             | 9/30/2019           | 4                | 1,557,480           | 899   |
| CA120AF0127                 | 10/1/2019            | 10/31/2019          | 1                | 41,952              | N/A   |
| CA120VO0165                 | 10/1/2019            | 10/31/2019          | 1                | 369,367             | 899   |
| CA120AF0128                 | 11/1/2019            | 12/31/2019          | 2                | 82,708              | N/A   |
| CA120VO0166                 | 11/1/2019            | 12/31/2019          | 2                | 738,735             | 899   |
| CA120AF0129                 | 1/1/2020             | 2/29/2020           | 2                | 82,708              | N/A   |
| CA120VO0167                 | 1/1/2020             | 2/29/2020           | 2                | 576,914             | 899   |
| CA120VO0168                 | 2/1/2020             | 2/29/2020           | 1                | 192,304             | N/A   |
| CA120AF0130                 | 3/1/2020             | 3/31/2020           | 1                | 41,256              | N/A   |
| CA120VO0169                 | 3/1/2020             | 3/31/2020           | 1                | 399,977             | 899   |
| CA120AFR419                 | 4/1/2020             | 4/30/2020           | 1                | 14,295              | N/A   |
| CA120AF0131                 | 4/1/2020             | 5/31/2020           | 2                | 82,512              | N/A   |
| CA120AF0134                 | 5/1/2020             | 5/31/2020           | 1                | 104,554             | N/A   |
| CA120VO0170                 | 4/1/2020             | 5/31/2020           | 2                | 811,924             | 899   |



| <b>FUNDING<br/>INCREMENT NUMBER</b> | <b>FIRST DAY OF<br/>TERM</b> | <b>LAST DAY OF<br/>TERM</b> | <b>CONTRACT<br/>TERM</b> | <b>BUDGET<br/>AUTHORITY</b> | <b>UNITS</b> |
|-------------------------------------|------------------------------|-----------------------------|--------------------------|-----------------------------|--------------|
| CA120VOPR19                         | 5/1/2020                     | 5/31/2020                   | 1                        | 100                         | N/A          |
| CA120AFR120                         | 7/1/2020                     | 7/31/2020                   | 1                        | 16,709                      | N/A          |
| CA120AF0135                         | 8/1/2020                     | 8/31/2020                   | 1                        | 142,767                     | N/A          |
| CA120AF0132                         | 6/1/2020                     | 9/30/2020                   | 4                        | 171,014                     | N/A          |
| CA120VO0171                         | 6/1/2020                     | 9/30/2020                   | 4                        | 1,694,995                   | 899          |
| CA120AF0133                         | 10/1/2020                    | 10/31/2020                  | 1                        | 42,753                      | N/A          |
| CA120VO0172                         | 10/1/2020                    | 10/31/2020                  | 1                        | 408,457                     | 899          |

# STAFF REPORT



**TO:** Honorable Mayor and Members of the City Council

**FROM:** Benjamin Martinez, Community Development Director  
Shannon Yauchzee, Chief Executive Officer

**DATE:** October 7, 2020

**SUBJECT:** Approve California Choice Energy Authority Entering into a Long-Term Resource Adequacy Agreement with Calpine Energy Services, L.P. on behalf of Baldwin Park Resident Owned Utility District (B-PROUD)

## **SUMMARY**

This report seeks City Council approval for California Choice Energy Authority to enter into a long-term resource adequacy agreement on behalf of Baldwin Park Resident Owned Utility District in order to meet state mandated obligations.

## **RECOMMENDATION**

Staff recommends that the Council approve California Choice Energy Authority entering into a long-term resource adequacy agreement with Calpine Energy Services, L/P/ on behalf of Baldwin Park Resident Owned Utility District.

## **FISCAL IMPACT**

Revenues in the amount of approximately \$95,138,000 from the BPROUD Program will be more than adequate to cover \$2,424,000 fiscal impact over an eight (8) year period, beginning in January 2021. There will be sufficient revenues generated to cover operating expenses, including power procurement and the Resource Adequacy (RA) Program required by the California Public Utilities Commission (CPUC).

## **BACKGROUND**

On April 3, 2019, City Council adopted Ordinance No. 1439 Establishing the Baldwin Park Community Choice Aggregation (CCA) Program, Baldwin Park Resident Owned Utility District (B-PROUD). B-PROUD began serving customers October 1<sup>st</sup>. As a CCA, B-PROUD is required to meet certain state mandated obligations, including those required by the CPUC's RA Program. The RA Program was created by legislation in response to the California energy crisis in the early 2000s, and the CPUC introduced its program in 2005.

Under its RA Program, the CPUC requires load-serving entities, including CCAs, to pay power generators for electricity generating capacity, or the ability to produce electricity if needed by the grid system. Load-serving entities are required to demonstrate in both annual and monthly filings that they have procured forward these generating capacity commitments of no less than 115% of their monthly peak demand. These requirements are intended to secure sufficient commitments from actual, physical generating resources to ensure electrical system reliability.

In order to meet this requirement, California Choice Energy Authority (CalChoice) on behalf of B-PROUD and its other member agencies, issued a Request for Offers (RFO) for RA products in April 2020 and has since been engaged in contract negotiations for both offers through the RFO process as

well as through other bilateral opportunities. For one such RA contracting opportunity, CalChoice and its legal and technical team have negotiated and finalized commercial contract terms on behalf of its member agencies with Calpine Energy Services, L.P. (Calpine) for product that will demonstrate compliance with the CPUC's RA Program.

As a condition of the agreement, Calpine recognizes and accepts the secured deposit account in the name of B-PROUD as credit and collateral, and no other security or credit backing by the city will be required.

### **ALTERNATIVES**

The alternative is to not approve the staff recommendation resulting in B-PROUD not meeting state mandates and be subjected to penalties for non-compliance.

### **LEGAL REVIEW**

This report has been reviewed and approved by the City Attorney as to legal form and content.

### **ATTACHMENTS**

1. Power Purchase and Sales Agreement Confirmation Letter

**MASTER POWER PURCHASE AND SALE AGREEMENT  
CONFIRMATION LETTER  
BETWEEN  
CALPINE ENERGY SERVICES, L.P.  
AND  
CALIFORNIA CHOICE ENERGY AUTHORITY**

This confirmation letter ("Confirmation") confirms the Transaction between **Calpine Energy Services, L.P.**, a Delaware limited partnership ("Seller"), and **California Choice Energy Authority**, a California joint powers authority ("CalChoice" or "Buyer"), each individually a "Party" and together the "Parties", dated as of October \_\_, 2020 (the "Confirmation Effective Date"), in which Seller agrees to provide to Buyer the right to the Product, as such term is defined in Article 3 of this Confirmation. This Transaction is governed by the Edison Electric Institute Master Power Purchase and Sale Agreement between the Parties, and that certain Cover Sheet, effective as of October 29, 2018, along with any annexes and amendments thereto (collectively, the "Master Agreement"). Pursuant to the Master Agreement, the Transaction reflected by this Confirmation is being entered into on behalf of, and has been allocated to, the City of Baldwin Park ("Member"). The Master Agreement and this Confirmation shall be collectively referred to herein as the "Agreement". Capitalized terms used but not otherwise defined in this Confirmation have the meanings ascribed to them in the Master Agreement or the Tariff (as defined herein).

**1.  
DEFINITIONS**

- 1.1** "Alternate Capacity" means any replacement Product which Seller has elected to provide to Buyer in accordance with the terms of Section 4.5.
- 1.2** "Annual Supply Plan" has the meaning set forth in the Tariff.
- 1.3** "Applicable Laws" means any law, rule, regulation, order, decision, judgment, or other legal or regulatory determination by any Governmental Body having jurisdiction over one or both Parties or this Transaction, including without limitation, the Tariff.
- 1.4** "Availability Incentive Payments" has the meaning set forth in the Tariff.
- 1.5** "Availability Standards" shall mean Availability Standards as defined in Section 40.9 of the Tariff or otherwise applicable to CAISO.
- 1.6** "Buyer" has the meaning specified in the introductory paragraph hereof.
- 1.7** "CAISO" means the California Independent System Operator or its successor.
- 1.8** "Capacity Replacement Price" means (a) the price actually paid for any Replacement Capacity purchased by Buyer pursuant to Section 4.7 hereof, plus costs reasonably incurred by Buyer in purchasing such Replacement Capacity, or (b) absent a purchase of any Replacement Capacity, the market price for such Designated RA Capacity not provided at the Delivery Point. The Buyer shall determine such market prices in a commercially reasonable manner. For purposes of the definition of Section 1.51 of the Master Agreement, "Capacity Replacement Price" shall be deemed to be the "Replacement Price."
- 1.9** "CIRA Tool" means the CAISO Customer Interface for Resource Adequacy application, or its successor platform.
- 1.10** "Compliance Showings" means the Flexible RAR Showings, LAR Showings, and RAR Showings, as applicable to the Product.

- 1.11 “Confirmation” has the meaning specified in the introductory paragraph hereof.
- 1.12 “Confirmation Effective Date” has the meaning specified in the introductory paragraph hereof.
- 1.13 “Contingent Firm RA Product” has the meaning specified in Section 3.4 hereof.
- 1.14 “Contract Price” means, for any Monthly Delivery Period, the price specified under the RA Capacity Price Table in Section 4.9.
- 1.15 “Contract Quantity” means, with respect to any particular Showing Month of the Delivery Period, the amount of Product (in MWs) set forth in the “Contract Quantity (MWs)” table in Section 4.3 which Seller has agreed to provide to Buyer from the Unit for such Showing Month.
- 1.16 “Control Area” has the meaning set forth in the Tariff.
- 1.17 “CPUC Decisions” means CPUC Decisions 04-01-050, 04-10-035, 05-10-042, 06-06-064, 06-07-031, 07-06-029, 08-06-031, 09-06-028, 10-06-036, 11-06-022, 12-06-025, 13-06-024, 14-06-050, 15-06-063, 16-06-045, 17-06-027, 19-02-022 and 19-06-026, and subsequent decisions related to resource adequacy issued from time to time by the CPUC.
- 1.18 “CPUC Filing Guide” means the annual document issued by the CPUC which sets forth the guidelines, requirements and instructions for LSE’s to demonstrate compliance with the CPUC’s resource adequacy program.
- 1.19 “Delivery Period” has the meaning specified in Section 4.1 hereof.
- 1.20 “Delivery Point” has the meaning specified in Section 4.2 hereof.
- 1.21 “Designated RA Capacity” shall be equal to, with respect to any particular Showing Month of the Delivery Period, the Contract Quantity of Product for such Showing Month including the amount of Contract Quantity that Seller has elected to provide Alternate Capacity with respect to, minus any reductions to Contract Quantity specified in Section 4.4 with respect to which Seller has not elected to provide Alternate Capacity.
- 1.22 “Effective Flexible Capacity” means the flexible capacity of a resource that can be counted towards an LSE’s FCR obligation, as identified from time to time by the Tariff, the CPUC Decisions, LRA, or other Governmental Body having jurisdiction.
- 1.23 “FCR Attributes” means, with respect to a Unit, any and all FCR attributes that can be counted toward an LSE’s FCR, as they are identified from time to time by the CPUC Decisions, the Tariff, an LRA, or other Governmental Body having jurisdiction that can be counted toward FCR and are consistent with the operational limitations and physical characteristics of such Unit. For clarity, it should be understood that if the CAISO, LRA, or other Governmental Body, defines new or re-defines the FCR Attributes of a Unit, then such change will not result in a change in obligations or payments made pursuant to this Transaction.
- 1.24 “FCR Showings” means the FCR compliance showings (or similar or successor showings) an LSE is required to make to the CPUC (and, to the extent authorized by the CPUC, to the CAISO) pursuant to the CPUC Decisions and the Tariff, or to an LRA having jurisdiction over the LSE.
- 1.25 “Firm RA Product” has the meaning specified in the Section 3.3 hereof.
- 1.26 “Flexible Capacity Category” shall be as described in the annual CPUC Filing Guide, as such may be modified, amended, supplemented or updated from time to time.

- 1.27** “Flexible Capacity Requirements” or “FCR” means the flexible capacity requirements established for LSEs by the CPUC pursuant to the CPUC Decisions, or by an LRA or other Governmental Body having jurisdiction.
- 1.28** “Flexible RA Product” has the meaning specified in the Section 3.2 hereof.
- 1.29** “GADS” means the Generating Availability Data System or its successor.
- 1.30** “Generic RA Product” means Designated RA Capacity consisting of RAR Attributes and, if applicable, LAR Attributes, which does not include FCR Attributes.
- 1.31** “Governmental Body” means (i) any federal, state, local, municipal or other government; (ii) any governmental, regulatory or administrative agency, commission or other authority lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; and (iii) any court or governmental tribunal.
- 1.32** “LAR” means local area reliability, which is any program of localized resource adequacy requirements established for jurisdictional LSEs by the CPUC pursuant to the CPUC Decisions, or by another LRA having jurisdiction over the LSE, as implemented in the Tariff. LAR may also be known as local resource adequacy, local RAR, or local capacity requirement in other regulatory proceedings or legislative actions.
- 1.33** “LAR Attributes” means, with respect to a Unit, any and all resource adequacy attributes (or other locational attributes related to system reliability), as they are identified as of the Confirmation Effective Date by the CPUC Decisions, CAISO, LRA, or other Governmental Body having jurisdiction, associated with the physical location or point of electrical interconnection of the Unit within the CAISO Control Area, that can be counted toward LAR and are consistent with the operational limitations and physical characteristics of such Unit, but exclusive of any RAR Attributes which are not associated with where in the CAISO Control Area the Unit is physically located or electrically interconnected. For clarity, it should be understood that if the CAISO, LRA, or other Governmental Body, defines new or re-defines existing local areas, then such change will not result in a change in obligations or payments made pursuant to this Transaction.
- 1.34** “LAR Showings” means the LAR compliance showings (or similar or successor showings) an LSE is required to make to the CPUC (and, to the extent authorized by the CPUC, to the CAISO) pursuant to the CPUC Decisions, or to an LRA having jurisdiction over the LSE.
- 1.35** “LRA” has the meaning set forth in the Tariff.
- 1.36** “LSE” means load-serving entity. LSEs may be an investor-owned utility, an electric service provider, a community aggregator or community choice aggregator, or a municipality serving load in the CAISO Control Area (excluding exports).
- 1.37** “Master Agreement” has the meaning specified in the introductory paragraph hereof.
- 1.38** “Maximum Cumulative Capacity” or “MCC” shall have the meaning specified in Section 2.1 hereof.
- 1.39** “Member” has the meaning specified in the introductory paragraph hereof.
- 1.40** “Monthly Delivery Period” means each calendar month during the Delivery Period and shall correspond to each Showing Month.
- 1.41** “Monthly RA Capacity Payment” has the meaning specified in Section 4.9 hereof.
- 1.42** “Monthly Supply Plan” has the meaning set forth in the Tariff.

- 1.43** “NERC” means the North American Electric Reliability Council, or its successor.
- 1.44** “NERC/GADS Protocols” means the GADS protocols established by NERC, as may be updated from time to time.
- 1.45** “Net Qualifying Capacity” has the meaning set forth in the Tariff.
- 1.46** “Non-Availability Charges” has the meaning set forth in the Tariff.
- 1.47** “Notification Deadline” means in respect of a Showing Month the day that is fifteen (15) Business Days before the Compliance Showing deadlines. For illustrative purposes only, as of the Confirmation Effective Date, the applicable Compliance Showing deadlines are as follows: (A) forty-five (45) days prior to the Showing Month covered by the Supply Plan for the Monthly Supply Plan; and (B) the last Business Day of October that is prior to commencement of the year for the Annual Supply Plan. The Parties acknowledge and agree that such dates may be modified by the CAISO from time to time throughout the Delivery Period
- 1.48** “Outage” means disconnection, separation, or reduction in the capacity of any Unit that relieves all or part of the offer obligations of the Unit consistent with the Tariff. For the avoidance of doubt, Outage shall be deemed to include Planned Outage (defined below).
- 1.49** “Planned Outage” means, subject to and as further described in the CPUC Decisions and the Tariff (Planned Outage referred to as “Approved Maintenance Outage” under the Tariff), a CAISO-approved planned or scheduled disconnection, separation or reduction in capacity of the Unit that is conducted for the purposes of carrying out routine repair or maintenance of such Unit, or for the purposes of new construction work for such Unit.
- 1.50** “Product” has the meaning specified in Article 3 hereof.
- 1.51** “RA Capacity” means the qualifying and deliverable capacity of the Unit for RAR, LAR, and FCR purposes for the Delivery Period, as determined by the CAISO, or other Governmental Body authorized to make such determination under Applicable Laws. RA Capacity encompasses the RAR Attributes, LAR Attributes and FCR Attributes of the capacity provided by a Unit, as applicable pursuant to this Confirmation.
- 1.52** “RA Capacity Price” means the price specified in the RA Capacity Price Table in Section 4.9 hereof.
- 1.53** “RAR” or “Resource Adequacy Requirements” means the resource adequacy requirements, exclusive of LAR and FCR, established for LSEs by the CPUC pursuant to the CPUC Decisions, by the CAISO under the Tariff, or by an LRA or other Governmental Body having jurisdiction.
- 1.54** “RAR Attributes” means, with respect to a Unit, any and all resource adequacy attributes, as they are identified as of the Confirmation Effective Date by the Tariff, the CPUC Decisions, LRA, or any Governmental Body having jurisdiction, that can be counted toward RAR and are consistent with the operational limitations and physical characteristics of such Unit, exclusive of any LAR Attributes or FCR Attributes.
- 1.55** “RAR Showings” means the RAR compliance showings (or similar or successor showings) an LSE is required to make to the CPUC (and/or, to the extent authorized by the CPUC, to the CAISO), pursuant to the Tariff, the CPUC Decisions or LRA having jurisdiction.
- 1.56** “Replacement Capacity” has the meaning specified in Section 4.7 hereof.
- 1.57** “Replacement Unit” means a generating unit meeting the requirements specified in Section 4.5.

- 1.58** “Resource Adequacy Plan” has the meaning set forth in the Tariff.
- 1.59** “Resource Category” shall be as described in the CPUC Filing Guide, as such may be modified, amended, supplemented or updated from time to time.
- 1.60** “Scheduling Coordinator” or “SC” has the same meaning as in the Tariff.
- 1.61** “Seller” has the meaning specified in the introductory paragraph hereof.
- 1.62** “Showing Month” is the calendar month during the Delivery Period that is the subject of the Compliance Showing. For illustrative purposes only, pursuant to the CPUC Decisions in effect as of the Confirmation Effective Date, the monthly Compliance Showing made in June is for the Showing Month of August.
- 1.63** “Shown Unit” means a generating unit from which RA Capacity will be provided by Seller to Buyer and that Seller identifies annually pursuant to Article 2.
- 1.64** “Subsequent Buyer” means the purchaser of Product from Buyer in a re-sale of Product by Buyer.
- 1.65** “Substitute Capacity” has the meaning set forth in the Tariff for “RA Substitute Capacity.”
- 1.66** “Supply Plan” has the meaning set forth in the Tariff.
- 1.67** “Tariff” means the tariff and protocol provisions of the CAISO, including associated rules, procedures and business practice manuals, as amended or supplemented from time to time.
- 1.68** “Transaction” has the meaning specified in the introductory paragraph hereof.
- 1.69** “Unit” or “Units” shall mean the generation assets described in Article 2 hereof (including any Replacement Units), from which RA Capacity is provided by Seller to Buyer.
- 1.70** “Unit EFC” means the Effective Flexible Capacity set by the CAISO for the applicable Unit. If the CAISO adjusts the Effective Flexible Capacity of a Unit after the Confirmation Effective Date, then for the period in which the adjustment is effective, the Unit EFC shall be deemed the lesser of (i) the Unit EFC as of the Confirmation Effective Date, and (ii) the CAISO-adjusted Effective Flexible Capacity. To the extent the Confirmation Effective Date of this Confirmation occurs prior to the CAISO’s setting of a Unit EFC for the applicable Unit, the Unit EFC shall be as agreed to by the Parties and specified in Article 2, and Seller represents that, to the best of its knowledge, this Unit EFC is consistent with the CAISO’s methodology for determining Unit EFC as of the Confirmation Effective Date. To the extent the CAISO creates new categories of flexible capacity during the term of this Transaction and a Unit can count toward such new categories of flexible capacity while operating consistent with the operational limitation and physical characteristics of such Unit, any and all such new categories of flexible capacity shall be deemed to be part of the Effective Flexible Capacity of that Unit. The above notwithstanding, to the extent the CAISO decides to reduce the applicable Unit EFC, Seller shall not be liable for any costs or damages related to such reduction and the Unit EFC shall be reduced per Section 4.4 of this Confirmation.
- 1.71** “Unit NQC” means the Net Qualifying Capacity set by the CAISO for the applicable Unit. If the CAISO adjusts the Net Qualifying Capacity of a Unit after the Confirmation Effective Date, then for the period in which the adjustment is effective, the Unit NQC shall be deemed the lesser of (i) the Unit NQC as of the Confirmation Effective Date, and (ii) the CAISO-adjusted Net Qualifying Capacity.



## 2. UNIT DESIGNATION

### 2.1 Seller to Annually Designate Shown Unit

- (a) On an annual basis during the term of this Transaction, Seller shall designate the Shown Unit(s) from which RA Capacity will be provided to Buyer for the following calendar year by providing Buyer with the specific Unit information contained in Appendix A by no later than the earlier of (i) October 1, or (ii) thirty (30) calendar days before the deadline for the year-ahead Compliance Showing.
- (b) The Shown Unit shall meet the Product characteristics and Contract Quantity specified in Sections 3 and 4 and the Resource Category requirements set forth in Section 2.1(c). Under no circumstances shall the Shown Unit be a coal-fired generating facility.
- (c) 
- (d) Nothing in this Section 2.1 shall be construed to limit the applicability of Sections 4.4 (Adjustment to Contract Quantity) or 4.5 (Alternate Capacity and Replacement Units) of this Confirmation.
- (e) Seller's designation of the Shown Unit each year shall not in any way (i) convert the Contingent Firm RA Product being sold under this Confirmation into Firm RA Product, or (ii) cause any change to the Monthly RA Capacity Payment.

## 3. RESOURCE ADEQUACY CAPACITY PRODUCT

During the Delivery Period, Seller shall provide to Buyer, pursuant to the terms of this Confirmation, the Contract Quantity of (i) RAR Attributes and, if applicable, LAR Attributes, and (ii) FCR Attributes, if Flexible RA Product is specified in Section 3.2, and the Contract Quantity shall be either a Firm RA Product or a Contingent Firm RA Product, as specified in either Section 3.3 or 3.4 (the "Product"). The Product does not confer to Buyer any right to the electrical output from the Units, other than the right to include the Designated RA Capacity associated with the Contract Quantity in RAR Showings, LAR Showings, and FCR Showings, as applicable, and any other capacity or resource adequacy markets or proceedings as specified in this Confirmation. Specifically, no energy or ancillary services associated with any Unit is required to be made available to Buyer as part of this Transaction and Buyer shall not be responsible for compensating Seller for Seller's commitments to the CAISO required by this Confirmation. Seller retains the right to sell pursuant to the Tariff any RA Capacity from a Unit that is in excess of that Unit's Contract Quantity and any RAR Attributes, LAR Attributes or FCR Attributes not otherwise transferred, conveyed, or sold to Buyer under this Confirmation. The Parties agree that, since this Transaction has been allocated to Member pursuant to the Master Agreement, if CalChoice is unable or unwilling to accept delivery of the Product, Seller may deliver the Product to Member, and delivery to Member will satisfy Seller's obligations under this Confirmation.

### 3.1 RAR and LAR Attributes

Seller shall provide Buyer with the Designated RA Capacity of RAR Attributes and, if applicable, LAR Attributes from each Unit, as measured in MWs, in accordance with the terms and conditions of this Agreement.

**3.2 ☐ Flexible RA Product**

Seller shall provide Buyer with Designated RA Capacity of FCR Attributes from the Units in the amount of the applicable Contract Quantity.

**3.3 ☐ Firm RA Product**

Seller shall provide Buyer with Designated RA Capacity from the Units in the amount of the Contract Quantity. If the Units are not available to provide the full amount of the Contract Quantity for any reason other than Force Majeure, including without limitation any Outage or any adjustment of the RA Capacity of any Unit, pursuant to Section 4.4, then, Seller shall provide Buyer with Designated RA Capacity from one or more Replacement Units pursuant to Section 4.5 hereof. If Seller fails to provide Buyer with replacement Designated RA Capacity from Replacement Units pursuant to Section 4.5, then Seller shall be liable for damages and/or required to indemnify Buyer for penalties or fines pursuant to the terms of Sections 4.7 and 4.8 hereof.

**3.4 ☒ Contingent Firm RA Product**

Seller shall provide Buyer with Product from the Unit in the amount of the applicable Contract Quantity; provided, however, that if, and to the extent that the Unit is not available to provide the full amount of the Contract Quantity due to any reduction in Contract Quantity in accordance with Section 4.4, Seller shall have the option to notify Buyer that either (a) Seller will not provide the portion of the Contract Quantity attributable to such reduction during the period of such non-availability; or (b) Seller will supply Alternate Capacity to fulfill the remainder of the Contract Quantity during such period pursuant to Section 4.5. If Seller fails to provide Buyer with the Designated RA Capacity from the Unit and has failed to supply Alternate Capacity to fulfill the remainder of the Designated RA Capacity during such period, Seller shall be liable for damages and/or required to indemnify Buyer for penalties or fines pursuant to the terms of Section 4.7 and 4.8.

**4.****DELIVERY AND PAYMENT****4.1 Delivery Period**

The Delivery Period shall be January 1, 2021 through December 31, 2028, inclusive.

**4.2 Delivery Point**

The Delivery Point for each Unit shall be the CAISO Control Area, and if applicable, the LAR region in which the Unit is electrically interconnected.

**4.3 Contract Quantity**

[REDACTED]

[REDACTED]

|            |            |
|------------|------------|
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |

#### 4.4 Adjustments to Contract Quantity

- (a) Planned Outages: If Seller is providing Contingent Firm RA Product and is unable to provide the applicable Contract Quantity for a portion of a Showing Month due to a Planned Outage of the Unit, then Seller shall have the option, but not the obligation, upon written notice to Buyer by the Notification Deadline, to either (i) reduce the Contract Quantity in accordance with the Planned Outage for such portion of the Showing Month, provided such reduction is able to be reflected on the Supply Plans in accordance with the Tariff; or (ii) provide Alternate Capacity in accordance with Section 4.5 up to the Contract Quantity for the applicable portion of such Showing Month.
- (b) Reductions in Unit NQC: If Product is both (i) Generic RA Product, and (ii) Contingent Firm RA Product specified under Section 3.4, then Seller's obligation to deliver the applicable Contract Quantity for any Showing Month may also be reduced if the Unit experiences a reduction in Unit NQC after the Confirmation Effective Date as determined by the CAISO. Seller's potential reduction in Contract Quantity for each remaining Showing Month shall equal the product of (a) the applicable Showing Month Contract Quantity and (b) the total amount (in MW) Unit NQC was reduced since Confirmation Effective Date, divided by (c) Unit NQC as of the Confirmation Effective Date. If the Unit experiences such a reduction in Unit NQC, then Seller has the option, but not the obligation, to provide the applicable Contract Quantity for such Showing Month from (i) the same Unit, provided the Unit has sufficient remaining and available Product and/or (ii) from Replacement Units, provided, that in each case Seller provides and identifies such Replacement Units in accordance with Section 4.5.
- (c) Reductions in Unit EFC: If Product is both (i) Flexible RA Product specified under Section 3.2, and (ii) Contingent Firm RA Product specified under Section 3.4, then Seller's obligation to deliver the applicable Contract Quantity of Product for any Showing Month may also be reduced if the Unit experiences a reduction in Unit EFC as determined by the CAISO. Seller's potential reduction in Contract Quantity for each remaining Showing Month shall equal the product of (a) the applicable Showing Month Contract Quantity and (b) the total amount (in MW) Unit EFC was reduced since Confirmation Effective Date, divided by (c) Unit EFC as of the Confirmation Effective Date. If the Unit experiences such a reduction in Unit EFC, then Seller has the option, but not the obligation, to provide the applicable Contract Quantity for such Showing Month from (i) the same Unit, provided the Unit has sufficient remaining and available Product and/or (ii) from Replacement Units, provided, that in each case Seller provides and identifies such Replacement Units in accordance with Section 4.5.
- (d) UCAP: If during the Delivery Period the CAISO or the CPUC either replaces Unit NQC as the value utilized to measure the qualifying capacity of a Unit with a successor value such as unforced capacity (UCAP) or utilizes such successor value as a supplemental means of measuring the qualifying capacity of a Unit together with Unit NQC, then the Parties shall negotiate an amendment to this Confirmation so that from and after such replacement Seller shall convey to Buyer an amount of qualifying capacity of such Unit of (i) no less than the amount obtained by calculating the Buyer's share of such qualifying capacity but (ii) no more than the Contract Quantity. Seller shall determine its pro-rata delivery obligation by calculating the product of (A) the Contract Quantity divided by the Unit NQC, multiplied by (B) the Unit's overall qualifying capacity (in MW) as measured by such new method of measuring a Unit's qualifying capacity).



#### 4.5 Alternate Capacity and Replacement Units

- (a) If Seller is unable to provide the full Contract Quantity for any Showing Month for any reason, including, without limitation, due to one of the reasons specified in Section 4.4, or Seller desires to provide the Contract Quantity for any Showing Month from a different generating unit other than the Unit, then Seller may, at no cost to Buyer, provide Buyer with Alternate Capacity from one or more Replacement Units, with the total amount of Product provided to Buyer from the Unit and Replacement Units up to an amount equal to the Contract Quantity for the applicable Showing Month; provided that in each case, Seller shall notify Buyer of its intent (i) not to provide or (ii) to provide Alternate Capacity and identify Replacement Units meeting the above requirements and the Resource Category requirements set forth in Section 2.1(c), no later than the Notification Deadline. If Seller notifies Buyer in writing as to the particular Replacement Units and such Units meet the requirements of this Section 4.5, then such Replacement Units shall be automatically deemed a Unit for purposes of this Confirmation for that Showing Month.
- (b) With respect to a Contingent Firm RA Product, if Seller does not provide Alternate Capacity in an amount equal to the Contract Quantity for that Showing Month, then Buyer may, but shall not be required to, purchase replacement Product. Seller shall not be liable for damages and/or required to indemnify Buyer for penalties or fines pursuant to the terms of Sections 4.7 and 4.8 hereof if (i) the failure to deliver the full Contract Quantity is due to a reduction in Contract Quantity in accordance with Section 4.4 and (ii) Seller has notified Buyer, no later than the Notification Deadline, of Seller's intent not to provide Alternate Capacity in an amount equal to the Contract Quantity of that Showing Month.

#### 4.6 Delivery of Product

Seller shall provide Buyer with the Designated RA Capacity of Product for each Showing Month consistent with the following:

- (a) Seller shall submit, or cause the Unit's Scheduling Coordinator to submit, by the Notification Deadline (i) Monthly Supply Plans and (ii) Annual Supply Plans if the Confirmation Effective Date is prior to the year-ahead Compliance Showing deadline applicable for the Showing Months as specified in Section 4.1, in accordance with the CAISO Tariff, identifying and confirming the transfer of the Designated RA Capacity to Buyer for each Showing Month, unless Buyer specifically requests in writing that Seller not do so (it being understood that any Designated RA Capacity subject to such a request from Buyer will be deemed to have been provided to Buyer for all purposes under this Confirmation).
- (b) The Product is delivered and received when the CIRA Tool shows the Supply Plan accepted for the Product from the Unit by CAISO or Seller complies with Buyer's instruction to withhold all or part of the Contract Quantity from Seller's Supply Plan for any Showing Month during the Delivery Period. Seller has failed to deliver the Product if (i) Buyer has elected to submit the Product from the Unit in its Resource Adequacy Plan and such submission is accepted by the CPUC and the CAISO but the Supply Plan and Resource Adequacy Plan are not matched in the CIRA Tool due solely to a Seller error, and are rejected by CAISO, or (ii) Seller fails to submit the volume of Designated RA Capacity for any Showing Month pursuant to this Confirmation. Buyer will have received the Contract Quantity if (x) Seller's Supply Plan is accepted by the CAISO for the applicable Showing Month, (y) Seller correctly submits the Supply Plan and the Supply Plan and/or Resource Adequacy Plan are not matched in the CIRA Tool due solely to a Buyer error or (z) Seller

complies with Buyer's instruction to withhold all or part of the Contract Quantity from Seller's Supply Plan for the applicable Showing Month. Seller will not have failed to deliver the Contract Quantity if Buyer fails or chooses not to submit the Unit and the Product in its Resource Adequacy Plan with the CPUC or CAISO.

#### **4.7 Damages for Failure to Provide Designated RA Capacity**

If Seller fails to provide Buyer with the Designated RA Capacity of Product for any Showing Month and such failure is not excused under the terms of this Confirmation, then the following shall apply:

- (a) Buyer may, but shall not be required to, replace any portion of the Designated RA Capacity not provided by Seller with capacity having equivalent RAR Attributes, LAR Attributes and/or FCR Attributes as the Designated RA Capacity not provided by Seller, provided, that, if any portion of the Designated RA Capacity that Buyer is seeking to replace is Designated RA Capacity having RAR Attributes and no LAR Attributes (such capacity shall also include FCR Attributes if this is a Flexible Capacity Product) and no such RAR capacity is available, then Buyer may replace such portion of the Designated RA Capacity with other capacity having RAR Attributes and LAR Attributes (as well as FCR Attributes if this is a Flexible Capacity Product) ("Replacement Capacity"). Such Replacement Capacity may be provided by CAISO to Buyer pursuant to the Tariff. Buyer may enter into purchase transactions with one or more parties to replace any portion of Designated RA Capacity not provided by Seller. Additionally, Buyer may enter into one or more arrangements to repurchase its obligation to sell and deliver capacity to another party and, to the extent such transactions are done at prevailing market prices, such arrangements shall be considered equivalent to the procurement of Replacement Capacity. Buyer shall use commercially reasonable efforts to minimize damages when procuring any Replacement Capacity.
- (b) Seller shall pay to Buyer at the time set forth in Section 4.1 of the Master Agreement, the following damages in lieu of damages specified in Section 4.1 of the Master Agreement: an amount equal to the positive difference, if any, between (i) the sum of (A) the actual cost paid by Buyer for any Replacement Capacity, plus (B) each Capacity Replacement Price times the amount of the Designated RA Capacity neither provided by Seller nor purchased by Buyer pursuant to Section 4.7(a), and (ii) the Designated RA Capacity not provided for the applicable Showing Month times the Contract Price for that month. If Seller fails to pay these damages, then Buyer may offset those damages owed it against any future amounts it may owe to Seller under this Confirmation pursuant to Article Six of the Master Agreement.

#### **4.8 Indemnities for Failure to Deliver Contract Quantity**

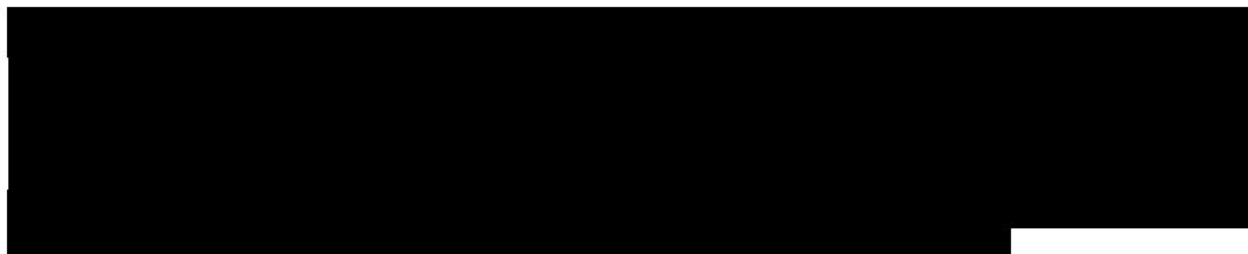
Subject to any adjustments made pursuant to Section 4.4 and requests from Buyer pursuant to Section 4.6(b)(i), Seller agrees to indemnify, defend and hold harmless Buyer from any penalties, fines or costs assessed against Buyer by the CPUC or the CAISO, to the extent not otherwise paid by Seller to Buyer under Section 4.7(b), resulting from any of the following:

- (a) Seller's failure to provide any portion of the Designated RA Capacity;
- (b) Seller's failure to provide notice of the non-availability of any portion of Designated RA Capacity as required under Sections 4.4 and 4.5;
- (c) A Unit Scheduling Coordinator's failure to timely submit Supply Plans that identify Buyer's right to the Designated RA Capacity purchased hereunder; or

- (d) A Unit Scheduling Coordinator's failure to submit accurate Supply Plans that identify Buyer's right to the Designated RA Capacity purchased hereunder.

With respect to the foregoing, the Parties shall use commercially reasonable efforts to minimize such penalties, fines and costs; provided, that in no event shall Buyer be required to use or change its utilization of its owned or controlled assets or market positions to minimize these penalties and fines. If Seller fails to pay the foregoing penalties, fines or costs, or fails to reimburse Buyer for those penalties, fines or costs, then Buyer may offset those penalties, fines or costs against any future amounts it may owe to Seller under this Confirmation.

#### 4.9 Monthly RA Capacity Payment



|                                                              |                                                               |
|--------------------------------------------------------------|---------------------------------------------------------------|
| <div data-bbox="527 905 678 982" data-label="Image"> </div>  | <div data-bbox="873 905 1105 982" data-label="Image"> </div>  |
| <div data-bbox="407 989 797 1029" data-label="Image"> </div> | <div data-bbox="954 989 1024 1029" data-label="Image"> </div> |



#### Allocation of Other Payments and Costs

Seller may retain any revenues it may receive from the CAISO or any other third party with respect to any Unit for (a) start-up, shut-down, and minimum load costs, (b) capacity revenue for ancillary services, (c) energy sales, (d) any revenues for black start or reactive power services, or (e) the sale of the unit-contingent call rights on the generation capacity of the Unit to provide energy to a third party, so long as such rights do not confer on such third party the right to claim any portion of the RA Capacity sold hereunder in order to make an RAR Showing, LAR Showing, FCR Showing, or any similar capacity or resource adequacy showing with the CAISO or CPUC. Buyer acknowledges and agrees that all Availability Incentive Payments are for the benefit of Seller and for Seller's account, and that Seller shall receive, retain, or be entitled to receive all credits, payments, and revenues, if any, resulting from Seller achieving or exceeding Availability Standards. The Parties acknowledge and agree that any Non-Availability Charges are the responsibility of Seller, and for Seller's account and Seller shall be responsible for all fees, charges, or penalties, if any, resulting from Seller failing to achieve Availability Standards. However, Buyer shall be entitled to receive and retain all revenues associated with the Designated RA Capacity of any Unit during the Delivery Period (including any capacity or availability revenues from RMR Agreements for any Unit, Reliability Compensation Services Tariff, and Residual Unit Commitment capacity payments, but excluding payments described in clauses (a) through (c) above). In accordance with Section 4.9 of this Confirmation and Article Six of the Master Agreement, all such revenues received by Seller, or a Unit's SC, owner, or operator shall be remitted to Buyer, and Seller shall indemnify Buyer for any such revenues that Buyer does not receive, and Seller shall pay such revenues to Buyer if the Unit's SC, owner, or operator fails to remit those revenues to Buyer. If Seller fails to pay such revenues to Buyer, Buyer may offset any amounts owing to it for such revenues pursuant to Article Six of the Master Agreement against any future amounts it may owe to Seller under this Confirmation.

5.  
**CAISO OFFER REQUIREMENTS**

During the Delivery Period, except to the extent any Unit is in an Outage, or is affected by an event of Force Majeure that results in a partial or full Outage of that Unit, Seller shall either schedule or cause the Unit's Scheduling Coordinator to schedule with, or make available to, the CAISO each Unit's Designated RA Capacity in compliance with the Tariff, and shall perform all, or cause the Unit's Scheduling Coordinator, owner, or operator, as applicable, to perform all obligations under the Tariff that are associated with the sale of Designated RA Capacity hereunder. Buyer shall have no liability for the failure of Seller or the failure of any Unit's Scheduling Coordinator, owner, or operator to comply with such Tariff provisions, including any penalties or fines imposed on Seller or the Unit's Scheduling Coordinator, owner, or operator for such noncompliance.

- 
- 
- 
- 
- 

7.  
**SECURED OBLIGATIONS**

**8.**

**OTHER BUYER AND SELLER COVENANTS**

**8.1.** Buyer and Seller shall, throughout the Delivery Period, take all commercially reasonable actions and execute any and all documents or instruments reasonably necessary to ensure Buyer's right to the use of the Contract Quantity for the sole benefit of Buyer's RAR, LAR and/or FCR, as applicable, or that of a Subsequent Buyer under Article 11. Such commercially reasonable actions (neither Party shall be required to spend more than \$10,000 in total under the Agreement in support of such actions) shall include, without limitation:

- (a) Cooperating with and providing, and in the case of Seller causing each Unit's Scheduling Coordinator, owner, or operator to cooperate with and provide requested supporting documentation to the CAISO, the CPUC, or any other Governmental Body responsible for administering RAR, LAR and/or FCR under Applicable Laws, to certify or qualify the Contract Quantity as RA Capacity and Designated RA Capacity. Such actions shall include, without limitation, providing information requested by the CAISO, the CPUC, or by an LRA having jurisdiction, to demonstrate for each month of the Delivery Period the ability to deliver the Contract Quantity from each Unit to the CAISO Controlled Grid for the minimum hours required to qualify as RA Capacity, and providing information requested by the CPUC, the CAISO or other Governmental Body having jurisdiction to administer RAR, LAR or FCR to demonstrate that the Contract Quantity can be delivered to the CAISO Controlled Grid, pursuant to "deliverability" standards established by the CAISO, or other Governmental Body having jurisdiction to administer RAR, LAR and/or FCR; and
- (b) Subject to Section 4.4, negotiating in good faith to make necessary amendments, if any, to this Confirmation to conform this Transaction to subsequent clarifications, revisions, or decisions rendered by the CPUC, CAISO, FERC, or other Governmental Body having jurisdiction to administer RAR, LAR and FCR, in each case occurring after the Confirmation Effective Date, so as to maintain the benefits of the bargain struck by the Parties on the Confirmation Effective Date.

**8.2 Seller represents, warrants and covenants to Buyer that, throughout the Delivery Period:**

- (a) Seller owns or has the exclusive right to the RA Capacity sold under this Confirmation from each Unit, and shall furnish Buyer, CAISO, CPUC or other jurisdictional LRA, or other Governmental Body with such evidence as may reasonably be requested to demonstrate such ownership or exclusive right;
- (b) No portion of the Contract Quantity has been committed by Seller to any third party in order to satisfy RAR, LAR, FCR or such analogous capacity obligations in CAISO markets, other than pursuant to an RMR Agreement between the CAISO and either Seller or the Unit's owner or operator;
- (c) No portion of the Contract Quantity has been committed by Seller in order to satisfy RAR, LAR, FCR, or analogous capacity obligations in any non-CAISO market;
- (d) Each Unit is connected to the CAISO Controlled Grid, is within the CAISO Control Area, or is under the control of CAISO;
- (e) The owner or operator of each Unit is obligated to maintain and operate each Unit using Good Utility Practice and, if applicable, General Order 167 as outlined by the CPUC in the Enforcement of Maintenance and Operation Standards for Electric Generating Facilities Adopted May 6, 2004, and is obligated to abide by all



Applicable Laws in operating such Unit; provided, that the owner or operator of any Unit is not required to undertake capital improvements, facility enhancements, or the construction of new facilities;

- (f) The owner or operator of each Unit is obligated to comply with Applicable Laws, including the Tariff, relating to RA Capacity and, as applicable, RAR, LAR and/or FCR;
- (g) If Seller is the owner of any Unit, the respective cumulative sums of LAR Attributes, RAR Attributes, and FCR Attributes that Seller has sold, assigned or transferred for any Unit does not exceed that Unit's RA Capacity;
- (h) With respect to the RA Capacity provided under this Confirmation, Seller shall, and each Unit's SC is obligated to, comply with Applicable Laws, including the Tariff, relating to RA Capacity, and RAR, LAR and FCR;
- (i) Seller has notified the SC of each Unit that Seller has transferred the Designated RA Capacity to Buyer, and the SC is obligated to deliver the Supply Plans in accordance with the Tariff;
- (j) Seller has notified the SC of each Unit that Seller is obligated to cause each Unit's SC to provide to the Buyer, by the Notification Deadline, the Designated RA Capacity of each Unit that is to be submitted in the Supply Plan associated with this Agreement for the applicable period; and
- (k) Seller has notified each Unit's SC that Buyer is entitled to the revenues set forth in Section 4.10 of this Confirmation, and such SC is obligated to promptly deliver those revenues to Buyer, along with appropriate documentation supporting the amount of those revenues.

## **9.**

### **ASSIGNMENT**

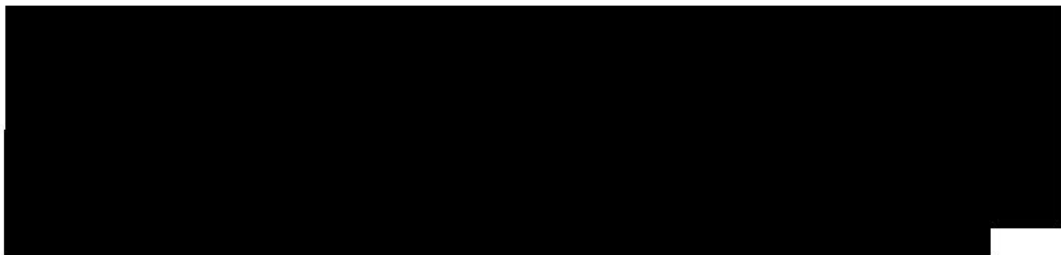
Buyer may assign its interest in this Confirmation to Member effective upon written notice to Seller, provided that any such assignment shall only be effective if: (i) Member and this Agreement shall remain subject to the Security Agreement, or (ii) Member has provided other Performance Assurance in an amount and form reasonably acceptable to Seller.

## **10.**

### **CONFIDENTIALITY**

Notwithstanding Section 10.11 of the Master Agreement, the Parties agree that Buyer may disclose information regarding this Transaction to any Governmental Body, the CPUC, the CAISO or any LRA having jurisdiction as necessary to support its LAR Showings, RAR Showings, and/or FCR Showings, as applicable, and Seller may disclose information regarding this Transaction to the SC of each Unit in order for such SC to timely submit accurate Supply Plans. Buyer may also disclose to any Subsequent Buyer whatever information regarding this Transaction is commercially reasonable for such party to evaluate the re-sale; provided that any Subsequent Buyer agrees in writing to maintain the confidentiality of such information consistent with this Section 8. Upon request or demand of any third person or entity not a Party hereto to Buyer pursuant to the California Public Records Act for production, inspection and/or copying of confidential information regarding this Transaction, Buyer will as soon as practical notify Seller in writing via email that such request has been made. Seller will be responsible for taking whatever legal steps are necessary to prevent Buyer's release of such information to the third party. Seller acknowledges that Buyer is a public agency subject to the requirements of the California Public Records Act (Cal. Gov. Code section 6250 et seq.).

**11.  
BUYER'S RE-SALE OF PRODUCT**

- (a) Buyer may re-sell all or a portion of the Contract Quantity of Product hereunder; provided, however, that (i) any Subsequent Buyer assumes all of Buyer's obligations and liabilities hereunder, and (ii) any such re-sale does not increase Seller's obligations or liabilities hereunder. Seller will, or will cause the Unit's SC, to follow Buyer's instructions with respect to providing such resold Product to Subsequent Buyers, to the extent such instructions are consistent with Seller's obligations under this Confirmation. Seller will, and will cause the Unit's SC, to take all commercially reasonable actions and execute all documents or instruments reasonably necessary to allow such Subsequent Buyers to use such resold Product in a manner consistent with Buyer's rights under this Confirmation. If Buyer incurs any liability to a Subsequent Buyer due to the failure of Seller or the Unit's SC to comply with this Confirmation, Seller will be liable to Buyer for the same amounts Seller would have owed Buyer under this Confirmation if Buyer had not resold the Product.
- (b) 
- (c) If CAISO or CPUC develops a centralized capacity market, Buyer will have exclusive rights to direct Seller to offer, bid, or otherwise submit the applicable Contract Quantity of Product for each day during the Delivery Period provided to Buyer pursuant to this Confirmation for re-sale in such market, and Seller and the Unit's SC shall comply with Buyer's direction and Buyer shall retain and receive all revenues from such re-sale. Seller agrees to take all commercially reasonable actions to assist Buyer with such re-sale, provided that Seller's obligation to assist shall not require modification of any of the commercial terms of this Confirmation.

**12.  
MARKET BASED RATE AUTHORITY**

Seller agrees, in accordance with Federal Energy Regulatory Commission (FERC) Order No. 697, to, upon request of Buyer, submit a letter of concurrence in support of any affirmative statement by Buyer that this contractual arrangement does not transfer "ownership or control of generation capacity" from Seller to Buyer as the term "ownership or control of generation capacity" is used in 18 CFR Section 35.42. Seller also agrees that it will not, in filings, if any, made subject to Order Nos. 652 and 697, claim that this contractual arrangement conveys ownership or control of generation capacity from Seller to Buyer.

**13.  
COLLATERAL REQUIREMENTS**



*[Signatures appear on the following page.]*

**ACKNOWLEDGED AND AGREED TO AS OF THE CONFIRMATION EFFECTIVE DATE**

**Calpine Energy Services, L.P.**

**California Choice Energy Authority, a California  
joint powers authority**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Acknowledged:**

**City of Baldwin Park**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Appendix A

[REDACTED]

|            |            |
|------------|------------|
| [REDACTED] |            |
| [REDACTED] |            |
| [REDACTED] |            |
| [REDACTED] |            |
| [REDACTED] |            |
| [REDACTED] |            |
| [REDACTED] |            |
| [REDACTED] |            |
| [REDACTED] |            |
| [REDACTED] | [REDACTED] |
| [REDACTED] |            |
| [REDACTED] |            |
| [REDACTED] |            |
| [REDACTED] |            |
| [REDACTED] |            |

# STAFF REPORT



**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Lourdes Morales, Chief Deputy City Clerk  
**DATE:** October 7, 2020  
**SUBJECT:** Second Reading of Ordinance No. 1454 Entitled: "An Ordinance of the City Council of the City of Baldwin Park, California, Authorizing the City of Baldwin Park to Enter into a Development Agreement with Freshmade LLC for the Cultivation and/or Manufacturing of Cannabis at the Real Property Located at 4517 Little John Street (APN 5835-032-039) within the City of Baldwin Park"

---

## **SUMMARY**

This report requests City Council's consideration to approve the Second Reading of Ordinance No. 1454 which authorizes the City to enter into a Development Agreement Freshmade LLC for cultivation and/or manufacturing of cannabis. Ordinance No. 1454 was introduced for first reading during a regular meeting of the City Council on September 16, 2020.

## **RECOMMENDATION**

Staff recommends that the City Council waive reading and adopt Ordinance No. 1454, entitled: "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK, CALIFORNIA, AUTHORIZING THE CITY OF BALDWIN PARK TO ENTER INTO A DEVELOPMENT AGREEMENT WITH FRESHMADE LLC FOR THE CULTIVATION AND/OR MANUFACTURING OF CANNABIS AT THE REAL PROPERTY LOCATED AT 4517 LITTLE JOHN STREET (APN 8535-032-039) WITHIN THE CITY OF BALDWIN PARK".

## **FISCAL IMPACT**

Not Applicable

## **BACKGROUND**

Ordinance No. 1454 was introduced for first reading during a regular meeting of the City Council held on September 16, 2020.

## **ALTERNATIVES**

Not Applicable

## **LEGAL REVIEW**

Not Applicable

## **ATTACHMENTS**

1. Attachment "A" - Ordinance No. 1454

## **ORDINANCE NO. 1454**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK, CALIFORNIA, AUTHORIZING THE CITY OF BALDWIN PARK TO ENTER INTO A DEVELOPMENT AGREEMENT WITH FRESHMADE LLC FOR THE CULTIVATION AND/OR MANUFACTURING OF CANNABIS AT THE REAL PROPERTY LOCATED AT 4517 LITTLE JOHN STREET (APN 8535-032-039) WITHIN THE CITY OF BALDWIN PARK**

**WHEREAS**, a Development Agreement with the City of Baldwin Park has been or will be executed; and

**WHEREAS**, a duly noticed public hearing was held by the Planning Commission of the City of Baldwin Park on August 26, 2020, to receive comments and consider recommendation to City Council of the proposed Development Agreement; and

**WHEREAS**, the Planning Commission at such hearing, did recommend that the City Council approve the proposed Agreement; and

**WHEREAS**, the City Council held or will hold a duly noticed public hearing pursuant to law on the Agreement on September 16, 2020; and

**WHEREAS**, the City Council has reviewed the Development Agreement (attached as Exhibit "A" herewith and incorporated herein by reference) and finds and declares that compliance with all notice, hearing, and procedural requirements as set forth by law have been met, thus allowing the City Council to review and consider the approval of the attached Development Agreement; and

**WHEREAS**, the City Council hereby specifically finds that the provisions of the Development Agreement are consistent with the General Plan of the City; and

**WHEREAS**, the City Council hereby specifically finds that the Development Agreement is in conformance with the public convenience and general welfare of persons residing in the immediate area and will not be detrimental or injurious to property or persons in the general neighborhood or to the general welfare of the residents of the city as a whole; and

**WHEREAS**, the City Council hereby specifically finds that the Development Agreement is consistent with the provisions of California Government Code §§ 65864 - 65869.5; and

**WHEREAS**, as required by law, the City Council will conduct a first reading to the proposed ordinance on September 16, 2020.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BALDWIN PARK DOES HEREBY RESOLVE AND ORDER AS FOLLOWS:**

**SECTION 1.** In accordance with the provisions of the California Environmental Quality Act (CEQA), it has been determined that the proposed Development Agreement Projects (DA 20-04) will not have a significant impact of the environment and is Categorically Exempt pursuant to Article 19, Section 15301, Class 1, 'Existing Facilities'. Furthermore the location is proposed within an existing building.

**SECTION 2.** The City Council hereby adopts the following findings of fact required by Subchapter 153.210.860 of the City's Municipal Code relating to Development Agreements:

1. The Development Agreement is consistent with the General Plan objectives, policies, land uses and implementation programs and any other adopted plans or policies applicable to the agreement.

Because the location of the cannabis business is located within the I, Industrial Zone, it is anticipated that the use of the property is consistent with the other industrial uses within the area. The adoption of cannabis cultivation and manufacturing activities is also consistent with Goal 1.0 of the City's Economic development Element in the General Plan in that the City encourages and facilitates activities that expand the City's revenue base. Furthermore, Goal 6.0 of the same element encourages the expansion of the City's diverse industrial base. Policy 6.5 of Goal 6.0 encourages an on-going campaign with local businesses to hire local residents. This Development Agreement requires that a minimum of 20% of the businesses workforce shall consist of Baldwin Park residents.

2. The Development Agreement is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the real property is located.

Pursuant to Ordinance 1401, adopted by the City Council on August 16, 2017, effective on September 16, 2017 (and as subsequently amended by Ordinance 1403 refining the measurement of distances) cannabis cultivation, manufacturing and distribution activities are allowed within the City provided all of the development standards in Chapter 127 of the City's Municipal Code are met. Dispensaries remain prohibited throughout the City.

3. The Development Agreement is in conformance with the public convenience and general welfare of persons residing in the immediate area and will not be detrimental or injurious to property or persons in the general neighborhood or to the general welfare of the residents of the city as a whole.

The Development Agreement is in conformance with the general area and City as a whole as it is located within the I, Industrial Zone surrounded by lighter industrial uses. The use exceeds the distance requirement of fifty (50) feet between cannabis uses and the closest residential zone; furthermore, pursuant to Section 127.07.E.1 of the City's Municipal Code, the cannabis use is not nearby any sensitive uses such as schools, day care centers, parks or youth centers.

Security measures for the facility include, alarms, video surveillance, and a comprehensive employee training program.

4. The Development Agreement is consistent with the provisions of California Government Code §§ 65864 - 65869.5.

Pursuant to the City Attorney's Office along with review by the Planning Division Staff, the Development Agreement (Reference Attachments #2 through #5 to the Planning Commission and City Council staff report dated September 16, 2020) is consistent with California Government Code Sections 65864-65869.5.

**SECTION 3.** The City Council hereby approves and adopts the Development Agreement, in the form as attached hereto as Exhibit "A" and authorizes and directs the Mayor to sign it in the name of the City of Baldwin Park.

**SECTION 4.** This ordinance shall go into effect and be in full force and operation from and after thirty (30) days after its final reading and adoption.

First read at a regular meeting of the City Council of the City of Baldwin Park held on the September 16, 2020 and adopted and ordered published at a regular meeting of said Council on the 7<sup>th</sup> day of October, 2020.

**PASSED, APPROVED, AND ADOPTED this 7<sup>th</sup> day of October, 2020.**

---

MANUEL LOZANO  
MAYOR



**ATTEST:**  
**STATE OF CALIFORNIA**  
**COUNTY OF LOS ANGELES**  
**CITY OF BALDWIN PARK** } **SS:**

I, LOURDES MORALES, Chief Deputy City Clerk of the City of Baldwin Park, do hereby certify that the foregoing ordinance was introduced and placed upon its first reading at a regular meeting of the City Council on September 16, 2020. Thereafter, said Ordinance No. 1454 was duly approved and adopted at a regular meeting of the City Council on October 7, 2020 by the following vote to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

---

LOURDES MORALES,  
Chief Deputy City Clerk

# STAFF REPORT



**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Lourdes Morales, Chief Deputy City Clerk  
**DATE:** October 7, 2020  
**SUBJECT:** Second Reading of Ordinance No. 1455 Entitled: "An Ordinance of the City Council of the City of Baldwin Park, California, Authorizing the City of Baldwin Park to Enter into a Modified Development Agreement with VRD Inc. for the Cultivation and/or Manufacturing of Cannabis at the Real Property Located at 13110 Spring Street (APN 8535-023-025) and 15010 Arrow Highway (APN 2535-025-011) within the City of Baldwin Park"

---

## **SUMMARY**

This report requests City Council's consideration to approve the Second Reading of Ordinance No. 1455 which authorizes the City to enter into a Development Agreement VRD Inc. for cultivation and/or manufacturing of cannabis. Ordinance No. 1455 was introduced for first reading during a regular meeting of the City Council on September 16, 2020.

## **RECOMMENDATION**

Staff recommends that the City Council waive reading and adopt Ordinance No. 1455, entitled: "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK, CALIFORNIA, AUTHORIZING THE CITY OF BALDWIN PARK TO ENTER INTO A MODIFIED DEVELOPMENT AGREEMENT WITH VRD INC. FOR THE CULTIVATION AND/OR MANUFACTURING OF CANNABIS AT THE REAL PROPERTY LOCATED AT 13110 SPRING STREET (APN 8535-023-025) AND 15010 ARROW HIGHWAY (APN 8535-023-011) WITHIN THE CITY OF BALDWIN PARK".

## **FISCAL IMPACT**

Not Applicable

## **BACKGROUND**

Ordinance No. 1455 was introduced for first reading during a regular meeting of the City Council held on September 16, 2020.

## **ALTERNATIVES**

Not Applicable

## **LEGAL REVIEW**

Not Applicable

## **ATTACHMENTS**

1. Attachment "A" - Ordinance No. 1455

## **ORDINANCE NO. 1455**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK, CALIFORNIA, AUTHORIZING THE CITY OF BALDWIN PARK TO ENTER INTO A MODIFIED DEVELOPMENT AGREEMENT WITH VRD INC. FOR THE CULTIVATION AND/OR MANUFACTURING OF CANNABIS AT THE REAL PROPERTY LOCATED AT 13110 SPRING STREET (APN 8535-023-025) AND 15010 ARROW HIGHWAY (APN 8535-023-011) WITHIN THE CITY OF BALDWIN PARK**

**WHEREAS**, a Development Agreement with the City of Baldwin Park has been executed; and

**WHEREAS**, a duly noticed public hearing was held by the Planning Commission of the City of Baldwin Park on August 26, 2020, to receive comments and consider recommendation to City Council of the proposed Development Agreement; and

**WHEREAS**, the Planning Commission at such hearing, did recommend that the City Council approve the proposed Agreement; and

**WHEREAS**, the City Council held a duly noticed public hearing pursuant to law on the Agreement on January 30, 2019 to approve the original Development Agreement; and

**WHEREAS**, the City Council has reviewed the Development Agreement (attached as Exhibit "A" herewith and incorporated herein by reference) and finds and declares that compliance with all notice, hearing, and procedural requirements as set forth by law have been met, thus allowing the City Council to review and consider the approval of the attached Development Agreement; and

**WHEREAS**, the City Council hereby specifically finds that the provisions of the Development Agreement are consistent with the General Plan of the City; and

**WHEREAS**, the City Council hereby specifically finds that the Development Agreement is in conformance with the public convenience and general welfare of persons residing in the immediate area and will not be detrimental or injurious to property or persons in the general neighborhood or to the general welfare of the residents of the city as a whole; and

**WHEREAS**, the City Council hereby specifically finds that the Development Agreement is consistent with the provisions of California Government Code §§ 65864 - 65869.5; and

**WHEREAS**, as required by law, the City Council will conduct a first reading to the proposed ordinance on September 16, 2020.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BALDWIN PARK DOES HEREBY RESOLVE AND ORDER AS FOLLOWS:**

**SECTION 1.** In accordance with the provisions of the California Environmental Quality Act (CEQA), it has been determined that the proposed Development Agreement Projects (DA 18-14) will not have a significant impact of the environment and is Categorically Exempt pursuant to Article 19, Section 15301, Class 1, 'Existing Facilities'. Furthermore the location is proposed within an existing building.

**SECTION 2.** The City Council hereby adopts the following findings of fact required by Subchapter 153.210.860 of the City's Municipal Code relating to Development Agreements:

1. The Development Agreement is consistent with the General Plan objectives, policies, land uses and implementation programs and any other adopted plans or policies applicable to the agreement.

Because the location of the cannabis business is located within the I-C, Industrial Commercial Zone, it is anticipated that the use of the property is consistent with the other industrial uses within the area. The adoption of cannabis cultivation and manufacturing activities is also consistent with Goal 1.0 of the City's Economic development Element in the General Plan in that the City encourages and facilitates activities that expand the City's revenue base. Furthermore, Goal 6.0 of the same element encourages the expansion of the City's diverse industrial base. Policy 6.5 of Goal 6.0 encourages an on-going campaign with local businesses to hire local residents. This Development Agreement requires that a minimum of 20% of the businesses workforce shall consist of Baldwin Park residents.

2. The Development Agreement is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the real property is located.

Pursuant to Ordinance 1401, adopted by the City Council on August 16, 2017, effective on September 16, 2017 (and as subsequently amended by Ordinance 1403 refining the measurement of distances) cannabis cultivation, manufacturing and distribution activities are allowed within the City provided all of the development standards in Chapter 127 of the City's Municipal Code are met. Dispensaries remain prohibited throughout the City.

3. The Development Agreement is in conformance with the public convenience and general welfare of persons residing in the immediate area and will not be detrimental or injurious to property or persons in the general neighborhood or to the general welfare of the residents of the city as a whole.

The Development Agreement is in conformance with the general area and City as a whole as it is located within the I-C, Industrial Commercial Zone

surrounded by lighter industrial uses. The use exceeds the distance requirement of fifty (50) feet between cannabis uses and the closest residential zone; furthermore, pursuant to Section 127.07.E.1 of the City's Municipal Code, the cannabis use is not nearby any sensitive uses such as schools, day care centers, parks or youth centers.

Security measures for the facility include, alarms, video surveillance, and a comprehensive employee training program.

4. The Development Agreement is consistent with the provisions of California Government Code §§ 65864 - 65869.5.

Pursuant to the City Attorney's Office along with review by the Planning Division Staff, the Development Agreement (Reference Attachments #2 through #5 to the Planning Commission and City Council staff report dated January 30, 2019) is consistent with California Government Code Sections 65864-65869.5.

**SECTION 3.** The City Council hereby approves and adopts the Development Agreement, in the form as attached hereto as Exhibit "A", and authorizes and directs the Mayor to sign it in the name of the City of Baldwin Park.

**SECTION 4.** This ordinance shall go into effect and be in full force and operation from and after thirty (30) days after its final reading and adoption.

First read at a regular meeting of the City Council of the City of Baldwin Park held on the September 16, 2020, and adopted and ordered published at a regular meeting of said Council on the 16<sup>th</sup> day of September, 2020.

**PASSED, APPROVED, AND ADOPTED this 7<sup>th</sup> day of October, 2020.**

---

MANUEL LOZANO  
MAYOR

**ATTEST:**  
**STATE OF CALIFORNIA**  
**COUNTY OF LOS ANGELES**  
**CITY OF BALDWIN PARK** } **SS:**

I, LOURDES MORALES, Chief Deputy City Clerk of the City of Baldwin Park, do hereby certify that the foregoing ordinance was introduced and placed upon its first reading at a regular meeting of the City Council on September 16, 2020. Thereafter, said Ordinance No. 1455 was duly approved and adopted at a regular meeting of the City Council on October 7, 2020 by the following vote to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

---

LOURDES MORALES,  
Chief Deputy City Clerk

# STAFF REPORT



**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Lourdes Morales, Chief Deputy City Clerk  
**DATE:** October 7, 2020  
**SUBJECT:** Approve and Adopt Resolution No. 2020-046 Entitled, "A Resolution of the City Council of the City of Baldwin Park, California, Appointing Representatives and Alternates as Official Representatives of the City"; and Review and Appoint Members to the City for the San Gabriel Valley Water Association, Independent Cities Lease Finance Authority, and the Foothill Transit Zone

---

## **SUMMARY**

This report requests City Council selection of designated representatives and alternates as official representatives of the City for the San Gabriel Valley Water Association, Independent Cities Lease Finance Authority, and the Foothill Transit Zone.

## **RECOMMENDATION**

Staff recommends that the City Council rescind Resolution 2020-037 and complete the review and appointment of delegate and alternate to the San Gabriel Valley Water Association, Independent Cities Lease Finance Authority, and the Foothill Transit Zone in Resolution No. 2020-046, entitled: "A Resolution of the City Council of the City of Baldwin Park, California, Appointing Representatives and Alternates as Official Representatives of the City".

## **FISCAL IMPACT**

Not Applicable

## **BACKGROUND**

Currently there is a vacancy on the San Gabriel Valley Water Association, Independent Cities Lease Finance Authority, and the Foothill Transit Zone due to the resignation/retirement of former Council Member Pacheco. The appointed delegate/alternate will serve on these agencies until December 2020.

## **ALTERNATIVES**

Not Applicable

## **LEGAL REVIEW**

Not Applicable

## **ATTACHMENTS**

1. Resolution No. 2020-046 – New Appointment
2. Current Roster of City Council Appointed Delegates

## RESOLUTION NO. 2020-046

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK, CALIFORNIA, APPOINTING REPRESENTATIVES AND ALTERNATES AS OFFICIAL REPRESENTATIVES OF THE CITY

**WHEREAS**, it is the Council's desire to review and/or amend the existing appointments; and

**WHEREAS**, Resolution No. 2019-056 adopted December 4, 2019 and all other Resolutions inconsistent herewith are hereby repealed and rescinded.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BALDWIN PARK HEREBY RESOLVES AS FOLLOWS:**

**Section 1.** The City Council of the City of Baldwin Park does hereby appoint the following persons as representative and alternate members of the **San Gabriel Valley Water Association – Quarterly luncheon held in various locations**  
**(MEMBERS RECEIVE A STIPEND – NO)**

|                 | Existing Appointees           | New Appointees      |
|-----------------|-------------------------------|---------------------|
| Representative: | Mayor Manuel Lozano           | Mayor Manuel Lozano |
| Alternate:      | Councilmember Ricardo Pacheco | Vacant              |

**Section 2.** The City Council of the City of Baldwin Park does hereby appoint the following persons as representative and alternate members of the **Los Angeles County Sanitation District Nos. 15 & 22 – 4<sup>th</sup> Wednesday at 1:30 p.m.; Joint Administration Office**  
**(MEMBERS RECEIVE A STIPEND – \$125 per meeting)**

|                 | Existing Appointees           | New Appointees              |
|-----------------|-------------------------------|-----------------------------|
| Representative: | *Mayor Manuel Lozano          | Mayor Manuel Lozano         |
| Alternate:      | Councilmember Ricardo Pacheco | Mayor Pro Tem Monica Garcia |

\*Appointment of Mayor required by Sanitation District

**Section 3.** The City Council of the City of Baldwin Park does hereby appoint the following persons as representative and alternate members of the **League of California Cities – Los Angeles County Division – 1<sup>st</sup> Thursday at 6:00 p.m.; various locations**  
**(MEMBERS RECEIVE A STIPEND – NO)**

|                 | Existing Appointees       | New Appointees                  |
|-----------------|---------------------------|---------------------------------|
| Representative: | Mayor Pro Tem Cruz Baca   | Councilmember Alejandra Avila   |
| Alternate:      | Councilmember Susan Rubio | Councilmember Paul C. Hernandez |

**Section 4.** The City Council of the City of Baldwin Park does hereby appoint the following persons as representative and alternate members of the **Civil Defense Area “D” General Membership Meeting – 3<sup>rd</sup> Thursday at 8:30 a.m.; Area D Office**  
**(MEMBERS RECEIVE A STIPEND – NO)**

|                 | Existing Appointees | New Appointees      |
|-----------------|---------------------|---------------------|
| Representative: | Chief of Police     | Chief of Police     |
| Alternate:      | Mayor Manuel Lozano | Mayor Manuel Lozano |



**Section 6.** The City Council of the City of Baldwin Park does hereby appoint the following persons as representative and alternate members of the **Independent Cities Association – 2<sup>nd</sup> Tuesday at 7:00 p.m.; rotating Council Chambers**  
**(MEMBERS RECEIVE A STIPEND – NO)**

|                 | Existing Appointees           | New Appointees                  |
|-----------------|-------------------------------|---------------------------------|
| Representative: | Mayor Pro Tem Monica Garcia   | Councilmember Paul C. Hernandez |
| Alternate:      | Councilmember Ricardo Pacheco | Councilmember Alejandra Avila   |

**Section 7.** The City Council of the City of Baldwin Park does hereby appoint the following persons as representative and alternate members of the **Independent Cities Association Lease Finance Authority – As Needed Basis in various times/locations**  
**(MEMBERS RECEIVE A STIPEND – \$150 per meeting)**

|                 | Existing Appointees           | New Appointees  |
|-----------------|-------------------------------|-----------------|
| Representative: | Councilmember Ricardo Pacheco | Vacant          |
| Alternate:      | Chief of Police               | Chief of Police |

**Section 8.** The City Council of the City of Baldwin Park does hereby appoint the following persons as representative and alternate members of the **Los Angeles County – City Selection Committee – As Needed Basis in various times/locations**  
**(MEMBERS RECEIVE A STIPEND – NO)**

|                 | Existing Appointees         | New Appointees              |
|-----------------|-----------------------------|-----------------------------|
| Representative: | *Mayor Manuel Lozano        | Mayor Manuel Lozano         |
| Alternate:      | Mayor Pro Tem Monica Garcia | Mayor Pro Tem Monica Garcia |

\*Appointment of Mayor required by State Law

**Section 9.** The City Council of the City of Baldwin Park does hereby appoint the following persons as representative and alternate members of the **Southern California Association of Governments – Annual Conference in the month of May**  
**(MEMBERS RECEIVE A STIPEND – NO)**

|                 | Existing Appointees         | New Appointees                  |
|-----------------|-----------------------------|---------------------------------|
| Representative: | Councilmember Tem Cruz Baca | Mayor Pro Tem Monica Garcia     |
| Alternate:      | Councilmember Susan Rubio   | Councilmember Paul C. Hernandez |

**Section 10.** The City Council of the City of Baldwin Park does hereby appoint the following persons as representative and alternate members of the **Foothill Transit Zone – Last Friday of the Month at 7:45 a.m.; Foothill Transit Administrative Offices**  
**(MEMBERS RECEIVE A STIPEND – \$161 per meeting)**

|                 | Existing Appointees             | New Appointees                  |
|-----------------|---------------------------------|---------------------------------|
| Representative: | Councilmember Ricardo Pacheco   | Vacant                          |
| Alternate:      | Councilmember Paul C. Hernandez | Councilmember Paul C. Hernandez |

**Section 11.** The City Council of the City of Baldwin Park does hereby appoint the following persons as representative and alternate members of the **California Contract Cities Association (CCCA) – 3<sup>rd</sup> Wednesday at 6:00 p.m. in various locations**  
**(MEMBERS RECEIVE A STIPEND – No)**

|                 | Existing Appointees         | New Appointees              |
|-----------------|-----------------------------|-----------------------------|
| Representative: | Mayor Pro Tem Monica Garcia | Mayor Pro Tem Monica Garcia |
| Alternate:      | Councilmember Susan Rubio   | Mayor Manuel Lozano         |

**Section 12.** The City Council of the City of Baldwin Park does hereby appoint the following persons as representative and alternate members of the **Governing Board of the San Gabriel Valley Mosquito and Vector Control District–2<sup>nd</sup> Friday at 10:00 a.m. in the District Office**  
**(MEMBERS RECEIVE A STIPEND – \$100 per meeting)**

|                             | Existing Appointees           | New Appointees                                                                                  |
|-----------------------------|-------------------------------|-------------------------------------------------------------------------------------------------|
| Representative:             | Councilmember Cruz Baca       | Mayor Manuel Lozano<br><b>Expires: 12/31/2021</b> per Health and Safety Code § 2024 (a)         |
| Alternate:<br>*Not required | Councilmember Ricardo Pacheco | Mayor Pro Tem Monica Garcia<br><b>Expires: 12/31/2021</b> per Health and Safety Code § 2024 (a) |

**Section 13.** The City Council of the City of Baldwin Park does hereby appoint the following persons as representative and alternate members of the **San Gabriel Valley Council of Governments – 3<sup>rd</sup> Thursdays at 4:00 p.m. at the Foothill Transit Office**  
**(MEMBERS RECEIVE A STIPEND – \$75 per meeting)**

|                 | Existing Appointees           | New Appointees              |
|-----------------|-------------------------------|-----------------------------|
| Representative: | Councilmember Monica Garcia   | Councilmember Jean M. Ayala |
| Alternate:      | Councilmember Alejandra Avila | Councilmember Monica Garcia |

**Section 14.** That the City Clerk shall certify to the adoption of this Resolution and shall forward copies hereof to said committees and organizations.

**PASSED, APPROVED, AND ADOPTED this 7<sup>th</sup> day of October, 2020.**

---

MANUEL LOZANO  
MAYOR

**ATTEST:**  
**STATE OF CALIFORNIA**  
**COUNTY OF LOS ANGELES**  
**CITY OF BALDWIN PARK** } **SS:**

I, LOURDES MORALES, Chief Deputy City Clerk of the City of Baldwin Park do hereby certify that the foregoing **Resolution No. 2020-046** was duly adopted by the City Council of the City of Baldwin Park at a regular meeting thereof held on **October 7, 2020** and that the same was adopted by the following vote to wit:

|          |                  |
|----------|------------------|
| AYES:    | COUNCIL MEMBERS: |
| NOES:    | COUNCIL MEMBERS: |
| ABSENT:  | COUNCIL MEMBERS: |
| ABSTAIN: | COUNCIL MEMBERS: |

---

LOURDES MORALES  
CHIEF DEPUTY CITY CLERK

## City Council Appointed Delegates to Various Organizations

| Agency Name                                                   | Delegate        | Alternate         | Meeting Date/Place                                                                                                                                     | Stipend                     | Contact Information                                                                                                                                                                                              |
|---------------------------------------------------------------|-----------------|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>San Gabriel Valley Water Association</b>                   | Manuel Lozano   | Vacant            | Quarterly<br><br>Pomona Mining Company Restaurant<br><br>Breakfast Meeting                                                                             | No Stipend                  | <b>Contact:</b> Tony Zampielo<br><a href="mailto:tony@watermaster.org">tony@watermaster.org</a><br>626-815-1300<br>725 N. Azusa Ave.<br>Azusa, CA 91702                                                          |
| <b>Los Angeles County Sanitation District No's. 15 and 22</b> | Manuel Lozano   | Monica Garcia     | 4 <sup>th</sup> Wednesday of the Month<br><br>Joint Administration Office<br>1955 Workman Mill Road<br>Whittier, CA 90601<br><br>1:30 pm               | <b>\$125</b><br>Per Meeting | <b>Contact:</b> Michael Hsu<br><a href="mailto:michaelhsu@lacs.org">michaelhsu@lacs.org</a><br>562-908-4288 ext. 1112<br>1955 Workman Mill Rd.<br>Whittier, CA 90601                                             |
| <b>League of California Cities – Los Angeles Division</b>     | Alejandra Avila | Paul C. Hernandez | 1 <sup>st</sup> Thursday of the Month<br><br>Various locations:<br><a href="http://www.lacities.org">http://www.lacities.org</a><br><br>6:00 – 8:30 pm | No Stipend                  | <b>Contact:</b> Jennifer Quan<br><a href="mailto:jquan@cacities.org">jquan@cacities.org</a><br><br>626-786-5142<br>Regional Representative<br>League of California Cities<br>P.O. Box 1444<br>Monrovia, CA 91017 |
| <b>Civil Defense Area “D” General Membership</b>              | Chief of Police | Vacant            | 3 <sup>rd</sup> Thursday of the Month<br><br>Area D Office<br>500 W. Bonita Avenue<br>Suite 5, San Dimas, CA 91773<br><br>8:30 am                      | No Stipend                  | <b>Contact:</b> Diana Manzano-Garcia<br><a href="mailto:dmanzano@areadonline.com">dmanzano@areadonline.com</a><br>500 W. Bonita Avenue, Suite 5<br>San Dimas, CA 91773<br>909-394-3399<br>C: 626-201-0919        |

# City Council Appointed Delegates to Various Organizations

|                                                               |                   |                   |                                                                                                                                                                                            |                                                           |                                                                                                                                                                                                                                            |
|---------------------------------------------------------------|-------------------|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Independent Cities Association</b>                         | Paul C. Hernandez | Alejandra Avila   | 2 <sup>nd</sup> Thursday of the Month<br><br>Rotating Council Chambers<br><br>7:00 pm                                                                                                      | No Stipend                                                | <b>Contact:</b> Tai Sunnanon<br><a href="http://www.icacities.org.org">www.icacities.org.org</a><br>1049 Havenhurst Drive #5<br>West Hollywood, CA 90046<br>424-256-5763<br>ica@icacities.org                                              |
| <b>Independent Cities Association Lease Finance Authority</b> | Ricardo Pacheco   | Chief of Police   | As needed Basis<br><br>Various Locations/Conference Calls<br><br>Time Varies                                                                                                               | <b>\$150</b><br>Per Meeting                               | <b>Contact:</b> Debbie Smith<br><a href="mailto:debbie@icfauthority.org">debbie@icfauthority.org</a><br>877-906-0941<br>P.O Box 6740<br>Lancaster, CA 93539-6740                                                                           |
| <b>Los Angeles County City Selection Committee</b>            | Manuel Lozano     | Monica Garcia     | As needed Basis<br><br>Various Locations<br><br>Time Varies                                                                                                                                | No Stipend                                                | <b>Contact:</b> Cesar Hernandez<br><a href="mailto:chernandez@bos.lacounty.gov">chernandez@bos.lacounty.gov</a><br>500 West Temple Street, Room B50<br>Suite 383 Los Angeles, CA 90012                                                     |
| <b>Southern California Association of Governments</b>         | Monica Garcia     | Paul C. Hernandez | Annually in May<br><br>*This year: May 2-3, 2019<br><br>JW Marriot Resort & Spa<br>74-855 County Club Drive<br>Palm Desert, 92260<br><br>9:30 am                                           | No Stipend<br><br>*Receives comp one night stay w/t meals | <b>Contact:</b> Tess Rey-Chapul<br><a href="mailto:REY@scag.ca.gov">REY@scag.ca.gov</a><br>213-236-1908 C – 808-799-6971<br>900 Wilshire Blvd., Ste. 1700<br>Los Angeles, CA 90017                                                         |
| <b>Foothill Transit Zone</b>                                  | Vacant            | Paul C. Hernandez | Last Friday of the Month<br><br>Foothill Transit Administrative Offices<br>100 S. Vincent Avenue #200<br>West Covina, CA 91790<br><br>Governing Board: 7:45 am<br>Executive Board: 9:00 am | <b>\$161</b><br>Per Meeting                               | <b>Contact:</b> Christina Lopez<br><a href="mailto:clopez@foothilltransit.org">clopez@foothilltransit.org</a><br>626-931-7204<br><ul style="list-style-type: none"> <li>100 S. Vincent Ave, Suite 200<br/>West Covina, CA 91790</li> </ul> |

## City Council Appointed Delegates to Various Organizations

|                                                                                       |                                                      |                                                                                           |                                                                                                                                                       |                             |                                                                                                                                                                                                                                                                             |
|---------------------------------------------------------------------------------------|------------------------------------------------------|-------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>California Contract Cities Association (CCCA)</b>                                  | Monica Garcia                                        | Manuel Lozano                                                                             | 3 <sup>rd</sup> Wednesday of the month<br><br>Various Locations<br><br>6:00 – 8:00 pm                                                                 | No Stipend                  | <b>Contact:</b> Kelli Lofing<br>California Contract Cities Association<br>17315 Studebaker Rd. #210<br>Cerritos, CA 90703<br><a href="mailto:info@contractcities.org">info@contractcities.org</a><br><a href="mailto:staff@contractcities.org">staff@contractcities.org</a> |
| <b>Governing Board of the San Gabriel Valley Mosquito and Vector Control District</b> | Manuel Lozano<br><br><i>*Term Expires 12/31/2020</i> | Monica Garcia<br><i>*Alternate is not required</i><br><br><i>*Term Expires 12/31/2020</i> | 2 <sup>nd</sup> Friday of the Month<br><br>1145 N. Azusa Canyon Road<br>West Covina, CA 91790<br><br>10:00 am                                         | <b>\$100</b><br>Per Meeting | <b>Contact:</b> Esther Elliot<br>626-814-9466<br><a href="mailto:eelliott@sgvmosquito.org">eelliott@sgvmosquito.org</a>                                                                                                                                                     |
| <b>San Gabriel Valley Council of Governments (SGVCOG)</b>                             | Jean M. Ayala                                        | Monica Garcia                                                                             | 3 <sup>rd</sup> Thursday of the month at 4:00 PM<br><br>Foothill Transit Office<br>100 S. Vincent Avenue #200<br>West Covina, CA 91790<br><br>4:00 pm | <b>\$75</b><br>Per Meeting  | <b>Contact:</b> Stephanie Hernandez<br>1000 S. Fremont Avenue<br>A-10N, Suite 10-210<br>Unit #42<br>Alhambra, CA 91803<br><a href="mailto:shernandez@sgvocog.org">shernandez@sgvocog.org</a><br>626-457-1800                                                                |