

MINUTES
LA PUENTE CITY COUNCIL AND SUCCESSOR AGENCY
CLOSED SESSION AND REGULAR MEETING OF
OCTOBER 22, 2024

Per *Robert's Rules of Order Newly Revised 11th Edition*, minutes are a record of the actions taken by the body. These minutes do not include a summary of the discussion but only reflect the action taken by the body. A complete audio recording of this meeting is available on the City's website www.lapueante.org.

A Closed Session and Regular Meeting of the City Council of the City of La Puente was held in the Council Chambers of City Hall, 15900 East Main Street, La Puente, California, on Tuesday, October 22, 2024, at 6:00 p.m.

6:00 P.M. CLOSED SESSION

CALL TO ORDER

Mayor Quinones called the meeting to order at 6:00 p.m.

ROLL CALL

Members present: Quinones, Klinakis, Argudo (arrived at 6:01 p.m.), Mendoza, Munoz (arrived at 6:03 p.m.).

Members absent: None.

Staff members present: City Manager Bob Lindsey, City Attorney Susie Altamirano, Director of Administrative Services Troy Grunklee, Director of Development Services John Di Mario, Management Assistant Cece Dunlap, and Office Specialist Jackie Cortez.

PLEDGE OF ALLEGIANCE

Mayor Quinones led the Pledge of Allegiance.

ORAL COMMUNICATIONS – None.

RECESS INTO CLOSED SESSION

The City Council recessed into closed session at 6:02 p.m. to discuss the item as posted on the agenda.

CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOV. CODE SECTION 54957.6
City Representative: Susie Altamirano, City Attorney
Unrepresented Employee: Bob Lindsey, City Manager

2. CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOV. CODE SECTION 54957.6
City Representative: Bob Lindsey, City Manager
Employees and Employee Bargaining Units: Service Employees International Union Local 721 (“SEIU 721”)
3. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION – Significant exposure to litigation pursuant to Gov. Code Section 54956.9(d)(2): (One case)

RECONVENE TO OPEN SESSION

The City Council reconvened to open session at 7:02 p.m.

REPORT OUT OF CLOSED SESSION

City Attorney Altamirano reported out of closed session. In regards to Item 1, report was provided and feedback was given. In regards to Item 2, a report was provided, feedback was given, and no direction was given. In regards to Item 3, report was provided, feedback was given, and no direction was given at this time.

7:00 P.M. REGULAR SESSION

CALL TO ORDER

Mayor Quinones called the meeting to order at 7:04 p.m.

ROLL CALL

Members present: Quinones, Klinakis, Argudo, Mendoza, Munoz.

Members absent: None.

Staff members present: City Manager Bob Lindsey, City Attorney Susie Altamirano, Director of Administrative Services Troy Grunklee, Director of Development Services John Di Mario, Chief/Director of Public Safety JD Buckwell, Director of Community Services Alexander Bauman, Associate Planner Juan Galvan, Finance Manager Alexander Merkel Medina, and Office Specialist Jackie Cortez.

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Klinakis led the Pledge of Allegiance.

PRESENTATIONS

Sergeant Barajas of the Los Angeles County Sheriff’s Department provided a briefing regarding recent activity within the City.

Community Outreach Program Coordinator Jorge Solis of the La Puente Programs, Re-Employment, Outreach Services (P.R.O.S.) Team provided a briefing regarding recent activity in the City.

ORAL COMMUNICATIONS

Bryant Bouchot spoke regarding the intersection of Temple Avenue and Glendora Avenue.

Denise Bouchot spoke regarding recent events and pet waste stations along Temple Avenue.

Diana Herrera submitted a written comment regarding the parking of commercial trucks in residential areas.

Mario Campos submitted a written comment regarding lane closures due to road construction.

BOARDS/COMMISSION/COMMITTEE REPORTS

Mayor Quinones reported that he attended the JPIA Conference at the Hyatt Indian Wells.

A. MINUTES OF PREVIOUS CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS

A-1 READ AND APPROVE THE MINUTES OF THE CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS OF SEPTEMBER 24, 2024

A motion was made by Council Member Argudo, seconded by Mayor Pro Tem Klinakis, to waive the reading and approve the Minutes of the City Council and Successor Agency meeting of September 24, 2024. The motion carried by the following roll call vote:

AYES:	Quinones, Klinakis, Argudo, Mendoza, Munoz
NOES:	None
ABSTAIN:	None
ABSENT:	None

B. PUBLIC HEARINGS BEFORE THE CITY COUNCIL – None.

C. UNFINISHED BUSINESS OF THE CITY COUNCIL – None.

D. CITY COUNCIL AND SUCCESSOR AGENCY CONSENT CALENDAR

A motion was made by Council Member Argudo, seconded by Council Member Munoz, to approve Consent Calendar Items D-1 through D-5. The motion carried by the following roll call vote:

AYES: Quinones, Klinakis, Argudo, Mendoza, Munoz
NOES: None
ABSTAIN: None
ABSENT: None

D-1 CONSIDERATION OF A RESOLUTION APPROVING WARRANT RESOLUTION NOS. 24-5900 AND 24-5901

Action Taken: The City Council and Successor Agency adopted Resolution Nos. 24-5900 and 24-5901 approving Warrant Register Nos. 1580 and 1581.

D-2 PRESENTATION OF SEPTEMBER 2024 REQUISITION SUMMARY REPORT

Action Taken: The City Council received and filed this report.

D-3 PRESENTATION OF SEPTEMBER 2024 INVESTMENT REPORT

Action Taken: The City Council received and filed this report.

D-4 CONSIDERATION OF ACCEPTANCE OF NOTICE OF COMPLETION FOR ASPHALT REPAIRS ON VALLEY BOULEVARD

Action Taken: The City Council: (1) accepted the Project as complete; and (2) authorized the City Clerk to execute the Notice of Completion.

D-5 CONSIDERATION OF APPROVAL OF A PURCHASE ORDER CONTRACT WITH STOTZ EQUIPMENT FOR THE PURCHASE OF ONE NEW JLG T350 TOW-PRO BOOM LIFT

Action Taken: The City Council: (1) approved a purchase order contract in the amount of \$37,433.55 with Stotz Equipment for the purchase of one new JLG T350 TOW-PRO Boom Lift; and (2) authorized the City Manager to execute, on behalf of the City, all documents necessary to effectuate this action.

E. NEW BUSINESS TO BE CONSIDERED BY THE CITY COUNCIL

E-1 PRESENTATION OF SEPTEMBER 2024 BUDGET REPORT

Finance Manager Merkel Medina provided a report regarding the September 2024 budget.

E-2 PRESENTATION OF NEW RECREATION MANAGEMENT SOFTWARE

Director of Community Services Bauman provided a report regarding the new recreation management software.

In response to an inquiry from Council Member Munoz regarding in-person assistance at the La Puente Community Center, Director of Community Services Bauman confirmed that in-person registration would still be available.

E-3 UPDATE AND PRESENTATION OF THE CONCEPT PLAN FOR THE VETERAN'S MEMORIAL PARK

Associate Planner Juan Galvan provided a report regarding the concept plan for the Veteran's Memorial Park.

In response to an inquiry from Council Member Argudo regarding possibly incorporating personalized bricks, Associate Planner Juan Galvan stated that this initial concept may be further developed and include future elements.

Discussion ensued regarding the concept plan for the Veteran's Memorial Park.

E-4 DISCUSSION AND DIRECTION REGARDING THE FLOOR PLAN OF THE PROPOSED ACTIVITY CENTER BUILDING AT LA PUENTE PARK

Director of Development Services Di Mario provided a report regarding the floor plan of the proposed activity center building at La Puente Park.

In response to an inquiry from Council Member Munoz regarding the layout, Director of Development Services Di Mario stated that there would be two proposed options.

Discussion ensued regarding the two floor plan options, and the City Council provided direction to Staff to move forward with Option No. 2, bring back pricing for external greenery and aesthetics, and proceed with up to 50% architectural drawings to help assist in the pricing of the project.

E-5 CONSIDERATION OF A RESOLUTION RESCINDING RESOLUTION NO. 05-4464 AND ADOPTING A COMPREHENSIVE PERSONNEL POLICY FOR REGULAR EMPLOYEES AND A COMPREHENSIVE PERSONNEL POLICY FOR AT-WILL EMPLOYEES

Director of Administrative Services Grunklee provided a report regarding the comprehensive personnel policy for both regular and at-will employees and stated that prior to the meeting, Staff received an email from the SEIU "Union" with proposed changes to Section 10.9 and Section 8.3, and that Staff would like to review the two sections and bring them back at a future City Council meeting. Director of Administrative Services Grunklee further noted that 25 administrative policies were incorporated into the proposed personnel policy with one additional administrative policy (Criminal Background Check Policy) to be included in the list, rescinding a total of 26 administrative policies.

In response to an inquiry from Council Member Argudo regarding the term date, Director of Administrative Services Grunklee confirmed the MOU term would expire on June 30, 2025.

A motion was made by Mayor Pro Tem Klinakis, seconded by Council Member Argudo, to: (1) adopt Resolution No. 24-5902 rescinding Resolution No. 05-4464 and approving a Comprehensive Personnel Policy for Regular Employees and a Comprehensive Personnel Policy for At-Will Employees for the City of La Puente; (2) rescind the administrative policies included in the staff report, with the addition of rescinding the Criminal Background Check Policy; and (3) bring back Section 10.9 and Section 8.3 at a future City Council meeting. The motion carried by the following roll call vote:

AYES:	Quinones, Klinakis, Argudo, Mendoza, Munoz
NOES:	None
ABSTAIN:	None
ABSENT:	None

AD HOC COMMITTEE REPORTS

Code Enforcement and Public Safety Committee: Nothing to report.

La Puente Park Fees, Ordinance and Program Oversight Committee: Nothing to report.

Project LEAD Committee: Council Member Mendoza reported that a mock City Council meeting was held with Project LEAD students, and thanked Staff for an amazing event.

LPQT Action Committee: Nothing to report.

Rowland, Bassett, and Hacienda La Puente Unified School Districts Liaison Committee: Nothing to report.

Grant Writing Committee: Nothing to report.

AB 1234 REPORTS – None.

ORAL COMMENTS FROM COUNCIL

Mayor Quinones stated that Students Run LA had hosted the Run LP event. Council Member Mendoza, Council Member Argudo, and Mayor Pro Tem Klinakis commented on the event and thanked City Staff for their hard work.

Mayor Pro Tem Klinakis requested that the meeting be adjourned in memory of Bobbie Seal of Delhaven Community Center.

Council Member Argudo commented on the security at La Puente Park.

ORAL COMMENTS FROM STAFF

City Manager Lindsey thanked Community Engagement Program Coordinator Solis for filling in for Brian Torres. City Manager Lindsey also stated that Office Specialist Cortez would be leaving the City of La Puente. Office Specialist Cortez thanked City Manager Lindsey and the City Council for their support.

ADJOURNMENT

There being no further business before the City Council, Mayor Quinones adjourned the meeting in memory of Bobbie Seal at 8:32 p.m.

Approved this 12th day of November, 2024.

Martha Torres, MPA
City Clerk

Gabriel Quiñones
Mayor/Chair



City of La Puente AGENDA REPORT

To: Mayor and City Council For meeting of: November 12, 2024

From: Bob Lindsey, City Manager

By: John Di Mario, Development Services Director
Abraham Tellez, Planning Manager

SUBJECT: CONSIDERATION OF A RESOLUTION SETTING FORTH FINDINGS AND APPROVING GENERAL PLAN AMENDMENT NO. 23-01 TO ADOPT THE LA PUENTE 2024 COMMUNITY SAFETY ELEMENT UPDATE

PUBLIC HEARING NOTICE

Notice of the City Council's November 12, 2024, public hearing on the proposed General Plan Amendment to adopt the La Puente 2024 Community Safety Element update was published in *The San Gabriel Valley Tribune* on November 1, 2024. Hearing notices were also posted at City Hall, Community Center, and the Library in compliance with the City's Municipal Code ("Code") and Government Code Section 65091.

BACKGROUND

State law requires that the Safety Element of the General Plan be updated upon the update of the City's Housing Element or Local Hazard Mitigation Plan to address specific natural and human-made hazards. The City underwent an update to its Housing Element in 2022. The updated Community Safety Element (see Attachment "A") aims to enhance community resilience to hazards such as earthquakes, floods, fires, and climate change impacts. This update incorporates new legislative requirements, which are described below, and ensures the City's compliance with State mandates and improving public safety strategies.

The City participated in the Strategic Growth Council's Build Organize Optimize Strengthen Transform ("BOOST") technical assistance program between 2022-2023. Through this 18-month long program, the City received consultant support to update the Community Safety Element. The consultant team provided research, writing, and engagement strategy support to deliver an updated Community Safety Element in compliance with applicable legislative requirements.

The Safety Element is one of seven required elements of the General Plan and specifically addresses natural hazards and environmental risks to the community. In accordance with California Government Code Section 65302(g) (GC 65302) the City is updating its Community Safety Element to be consistent with the City's certified 6th Cycle Housing Element. This Safety Element updates the City's 2004 Community Safety Element, which addresses hazard mitigation, emergency response, noise, and safety services. The City's 2024 Community Safety Element Update includes a replacement of all sections except for the Noise Element, which will be

addressed in its own stand-alone General Plan Element upon its next comprehensive update. Guidance from the Governor's Office of Planning and Research allows flexibility for local governments on the structure of elements within their General Plan, so long as all key requirements are addressed.

Planning Commission Consideration/Action

At the Planning Commission meeting held on September 3, 2024, a public hearing was conducted and following the public hearing, the Planning Commission approved Resolution No. 24-1585 (see Attachment "B"), recommending that the City Council adopt a resolution to approve GPA No. 23-01 adopting the updated 2024 Community Safety Element, recommending keeping in effect the Noise Element within the 2004 Community Safety Element, and recommending adoption of a Notice of Exemption regarding same.

DISCUSSION

Legislative Requirements

The City's 2024 Community Safety Element Update is consistent with the following legislative requirements:

- Senate Bill 379 requires the City to assess the City's vulnerability to hazards exacerbated by climate change and identifies adaptation and resilience goals. This update incorporates climate adaptation and resiliency strategies to ensure effective planning and mitigation of climate change impacts.
- Assembly Bill 2140 encourages the adoption of a Local Hazard Mitigation Plan (LHMP) as part of the General Plan, which qualifies the City for additional federal and state funding for hazard mitigation projects.
- Assembly Bill 747 requires jurisdictions to, after January 1, 2022, review and update the safety element of their general plan as necessary to identify evacuation routes and evaluate their capacity, safety, and viability under a range of emergency scenarios. A jurisdiction that has adopted an LHMP, Emergency Operations Plan (EOP) or other document that fulfills these objectives may summarize and incorporate that document into the safety element to comply with AB 747.
- Senate Bill 99 requires cities, upon the next revision of the housing element on or after January 1, 2020, to review and update the safety element to include information identifying residential developments in hazard areas that do not have at least two emergency evacuation routes.

Key Components of the Updated Safety Element

The 2024 Community Safety Element Update addresses natural hazards including, fire, seismic, and flood risk, and provides goals, policies, and actions to build capacity and increase resilience to these hazards. It outlines community resilience strategies that aim to improve the City's ability to withstand and recover from hazardous events, focusing on infrastructure improvements, emergency preparedness, and community education. The 2024 Community Safety Element

Update also features detailed evacuation planning, providing clear evacuation routes and procedures to ensure the safety of all community members, including vulnerable populations, during emergencies. The Safety Element includes plans for interagency coordination to enhance emergency response and recovery efforts through collaboration with local, regional, and state agencies.

Community Outreach

Public participation was a critical component of the Safety Element update process. The goal of public outreach was to educate residents about the climate hazards that have the potential to impact the City and seek input from community members on preferred strategies for protecting the City's economic, cultural and environmental assets. The City implemented a community engagement program, which included:

- A dedicated Safety Element webpage on the City's website, which served as a central hub for information and updates related to the Safety Element.
- Public workshops and community meetings, where residents could learn about the proposed updates, ask questions, and share their concerns and suggestions in person.
- Online surveys to gather a broader range of community concerns and suggestions.

Intergovernmental Agency Review

The City consulted with the California Office of Emergency Services and the California Geological Survey during the update process. Both agencies reviewed the draft Safety Element, and the City incorporated their feedback to comply with State standards and enhance the effectiveness of the Safety Element.

Financial Considerations

The adoption of the updated Safety Element may yield priority projects and programs that may make the City eligible and competitive to receive additional federal and State funding for hazard mitigation projects, as outlined under AB 2140. This would provide needed economic benefits to the City which meets the definition of a disadvantaged community. The City may need to consider including the costs of implementation of the strategies in the Safety Element in future City budgets as a fee or charge for development activity; or seek external funding for implementation.

Upon completion of the updated Local Hazard Mitigation Plan, the City will seek additional funding to implement mitigation projects and integrate the strategies into other plans including the Safety Element and Environmental Justice Element to ensure alignment of plans and projects that are centered in equity and community engagement.

Implementation and Monitoring

The City will implement the 2024 Community Safety Element through a coordinated effort involving multiple City departments, including Development Services and Public Safety. The

City will monitor progress, and City staff will present reports to the Planning Commission and City Council as needed.

ENVIRONMENTAL COMPLIANCE

Staff has determined that the proposed Project is exempt from the California Environmental Quality Act ("CEQA" - Public Resources Code § 21000 et seq.) under Section 15061(b)(3) of the CEQA Guidelines, which states *"The activity is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA."* This exemption is based on the fact that the proposed Project is a General Plan Amendment that will not result in changes to the existing physical environment, and any modifications to the physical environment will not occur as a result of its adoption. The Project is exempt from CEQA for the reasons outlined in the State CEQA Guideline section cited above. Upon City Council's adoption of a finding of a common sense exemption, staff has prepared and will file a Notice of Exemption (see Attachment "D").

FISCAL IMPACT

The proposed Resolution will have no fiscal impact.

RECOMMENDATION

It is recommended that the City Council:

- 1) Open the public hearing and take public testimony;
- 2) Adopt Resolution No. 24-5903 setting forth findings and approving General Plan Amendment No. 23-01 adopting the updated 2024 Community Safety Element, keeping in effect the Noise Element within the 2004 Community Safety Element, and adopting a Notice of Exemption regarding same;
- 3) Find that approval of General Plan Amendment (GPA) No. 23-01 is exempt from environmental review, and direct Staff to file a Notice of Exemption, pursuant to California Environmental Quality Act (CEQA) Section 15061(b)(3).

ATTACHMENTS

Attachment "A":	Draft 2024 Community Safety Element
Attachment "B":	Planning Commission Resolution No. 24-1585
Attachment "C":	Resolution No. 24-5903 for GPA No. 23-01
Attachment "D":	Notice of Exemption

City of La Puente

Community Safety Element

DRAFT



May 2024

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Acknowledgements

The authors of this Community Safety Element would like to acknowledge the critical contributions of the La Puente Planning Team, the Institute for Local Government team, and funding from the Strategic Growth Council's BOOST program. All hazard maps were kindly provided by the Southern California Association of Governments.

Introduction

A central responsibility of a local government is to ensure community safety and well-being. The primary way the City of La Puente fulfills this responsibility is by developing, maintaining, and implementing the Safety Element of the General Plan. The Safety Element sets forth long range City goals, policies, and actions to protect people and property from natural and human-caused hazards. La Puente's urban environment experiences a variety of hazards, both natural and related to human activity that can potentially endanger community safety. Residents and businesses look to City and County departments to protect the community from threats to public safety. Proactive hazard mitigation and reliable emergency response services contribute to the overall health and livability of La Puente.

Scope and Content

California statute (Section 65302(g)) requires all communities to prepare a Safety Element as part of their General Plan. As required by state law, the Safety Element addresses hazards in La Puente and presents goals and policies to reduce the potential risks of death, injuries, property damage, and economic and social disruption associated with hazards.

Safety Element Updates

The Safety Element should be updated upon each update to the Housing Element, or Local Hazard Mitigation Plan, and at least once every eight years to identify new information pertaining to flood and fire hazards, and update climate adaptation and resilience strategies, as required by SB 1035.

Climate change has exacerbated existing hazards and introduced new hazards, such as extreme heat and extreme precipitation, in the City of La Puente. This update to the Safety Element evaluates potential changes in the frequency and severity of specific climate hazards resulting from climate change in the coming decades and identifies critical facilities and populations that are highly vulnerable to climate hazards. This update to the Safety Element also incorporates climate adaptation and resilience strategies, as required by California Senate Bill 379 (2015).

Increasing intensity and frequency of hazards has also increased the importance of evacuation route planning. This update to the Safety Element incorporates an analysis of existing evacuation routes, as well as identification of residential areas that lack sufficient access to evacuation routes as required by SB 747 and AB 99 (both 2019).

Organization of Element

The Safety Element is organized by the following sections:

1. **Existing Land Use and Development.** This section describes the current state of land use in the La Puente region, focusing on both residential and commercial areas and covers the anticipated development of infill in the area.
2. **Facilities and Services.** This section describes the critical facilities and services that are necessary for maintaining public safety and welfare in the event of a disaster or emergency. The inventory of essential facilities includes hospitals, fire stations, police stations, critical infrastructure, and others. This section also outlines emergency response procedures for the facilities and services including disaster and evacuation routes and communication protocols to ensure their proper operation during disasters or emergencies.
3. **Hazard & Physical Vulnerability Assessment.** This section describes the hazards affecting La Puente, including those created or exacerbated by climate change. This section also examines public safety facilities that face risk of damage from hazards or concern.
4. **Social Vulnerability Assessment.** This section identifies populations that are highly vulnerable to hazards, as well as the ability of communities within the City to prepare for and recover from hazard events.
5. **Human Caused and Technological Hazards.** This section covers potential hazards from toxic waste, hazardous materials, and other human created environmental hazards and identifies potential sites of concern.
6. **Public Health Emergencies.** This section details the actions which may be necessary to prepare for and manage public health emergencies.
7. **Implementation.** This section includes goals, policies, and actions to facilitate the implementation of the Safety Element and maintain and improve community safety and resilience in the City of La Puente.

Related Plans

La Puente General Plan

The La Puente General Plan is a collection of policy documents that serve as a blueprint for the future of the City by informing land use decisions. The City of La Puente's General Plan

contains the following elements: Community Development Element, Circulation and Infrastructure Element, Housing Element, Community Resources Element, and Community Safety Element, which also addresses Noise. This Safety Element excludes Noise and leaves that component of the original 2004 Community Safety Element in effect. This Safety Element also ties in with the other elements, but most frequently refers to the Housing Element.

Local Hazard Mitigation Plan

The Local Hazard Mitigation Plan for the City of La Puente planning area was developed in accordance with the Disaster mitigation Act of 2000 and followed FEMA's 2011 Local Hazard Mitigation Plan guidance. The LHMP incorporates a process where hazards are identified and profiled, the people and facilities at risk are analyzed, and mitigation actions are developed to reduce or eliminate hazard risk. The implementation of these mitigation actions, which include both short and long-term strategies, involve planning, policy, programs, projects and other activities.

Los Angeles County Floodplain Management Plan

The overarching goal of the Los Angeles (LA) County Comprehensive Floodplain Management Plan (FMP) is to minimize the negative effects of flood hazards in unincorporated areas of Los Angeles County through a range of programs, initiatives, and actions. The FMP is designed to tackle the impacts of flooding and provide targeted measures to safeguard residents and properties. The most recent FMP for LA County was adopted in June 2021, in accordance with the National Flood Insurance Program's requirement to update the plan every five years.

Los Angeles County Climate Vulnerability Assessment

This Climate Vulnerability Assessment focuses on the vulnerability of Los Angeles County to climate risks, considering the diverse people and places within the unincorporated communities and 88 municipalities, including populations with higher susceptibility to climate impacts. To grasp the potential impact of climate hazards and adaptation strategies on different groups of people, the report analyzes structural inequities and other factors that could expose certain individuals to higher risks of negative consequences. This report was developed through the collaboration between the Chief Sustainability Office and various partners.

Los Angeles County Safety Element

This Safety Element is a component of the General Plan that outlines objectives and principles aimed at lessening the likelihood of near and long-term consequences caused by earthquakes, floods, and fires in Los Angeles County's unincorporated areas. To meet the requirements of California Senate Bill 379, LA County Planning revised the Safety Element to integrate climate adaptation and resilience strategies. The Safety Element Update was crafted in collaboration

with community involvement, which focused on enhancing adaptation and resilience strategies to meet the mandate.

Los Angeles County All-Hazard Mitigation Plan

The Los Angeles County Office of Emergency Management (OEM) has developed an All-Hazards Mitigation Plan (AHMP) in 2019 in response to the requirements of the Disaster Mitigation Act of 2000. This plan assesses the risks posed by natural hazards and devises a mitigation strategy to minimize these risks in Unincorporated Los Angeles County. The 2019 AHMP replaces the AHMP that received approval in 2014.

California State Hazard Mitigation Plan

The State Hazard Mitigation Plan (SHMP) is the primary hazard mitigation reference guide for California. It presents an account of the past and present hazards in California, sets out mitigation tactics and measures to tackle those hazards, and offers guidance to local authorities as they create their own hazard mitigation plans. The SHMP is reviewed every five years in accordance with U.S. Code of Federal Regulations (CFR) Title 44, Section 201.4. The present SHMP was published in 2018 and will expire in September 2023.

Existing Land Use and Development Patterns

As described in La Puente's 2021-2029 Housing Element, La Puente was developed as a community of single-family dwelling units and has primarily remained as such. Although multiple-family residential construction accelerated during the 1970s and 1980s it slowed from the 1990s on. The City's 2004 General Plan established a Mixed-Use land use designation that allowed the Downtown Business District Specific Plan, which was adopted in 1994, to remain consistent in implementing the Mixed-Use designation. Mixed use development in La Puente's Downtown is intended to encourage walking due to more compact development patterns and housing development that is near services and retail businesses. Because of the built-out nature of the City, future development, including mixed-use, will be infill that will maximize existing land and infrastructure resources and as a result promote housing affordability.

The Safety Element helps the City consider the location and type of new housing or other land use relative to known hazard areas and increases in the effects of climate change on those hazards. By coordinating the update of the Housing, Land Use and Safety Element, the City can direct future development into areas that avoid or reduce unreasonable risk while also providing needed housing and advancing other community goals.

Public Safety Facilities and Services

The City of La Puente provides numerous services and facilities that support community safety functions and operations before, during and after an emergency or natural disaster. Additional information on public facilities and services is in the Community Resources Element of the General Plan.

Public Safety Facilities

There are several facilities that provide important services to the La Puente community. These facilities support a range of government and private utility functions and services. Damage to these facilities impair response and recovery operations and may lead to a disruption of services on which La Puente residents rely.

The City conducted public engagement for the 2023 update of the Community Safety Element. Through this engagement, community members identified public infrastructure for pedestrians as a concern. Specifically, community members noted the lack of sidewalks and streetlights in La Puente made walking to their destinations difficult and feel less safe. Additionally, community members shared that a lack of shade structures made walking in the heat an uncomfortable option. Community members suggested the City update pedestrian infrastructure and plant more trees or create other shade structures to improve pedestrian access to facilities.

Residents of La Puente were also asked what community locations they valued most. The most frequently valued places were parks and open spaces, followed by churches, community centers, senior centers, schools, and childcare centers followed on the list of important community locations.

Public Safety Facilities have been organized into the following groups:

Critical Facilities

These facilities are considered essential to the health and welfare of the whole population and are especially important following hazard events. It should be noted that two additional fire stations serve La Puente, Fire Station 43, located at 921 S. Stimson Ave in the City of Industry and Fire Station 118, located at 17056 Gale Ave in the City of Industry, but as they fall outside of La Puente's jurisdiction, they are not being considered or analyzed in the scope of this Safety Element. The following are La Puente's critical facilities and their locations:

- LA County Fire Station 26, 15336 E. Elliott Avenue

- La Puente Public Works Maintenance Yard, 503 Glendora Avenue
- City Hall, 15900 E. Main Street
- LA County Health Services, La Puente Health Center, 15930 Central Ave
- LA County Department of Public Works - Building and Safety Division, 16005 Central Ave

Disruptions in utility services may occur in times of moderate to extreme weather events and other potential emergency scenarios. Utility locations are include below in the Utility System Facilities section. Several utilities which serve La Puente but are not located within the City are the following. As these facilities are not located within La Puente, they were not considered during analysis.

- La Puente Valley County Water, located at 112 N First Street in La Puente
- San Gabriel Valley Water, located at 11142 Garvey Avenue in El Monte
- Suburban Water Systems, located at 1325 N Grand Ave Suite 100 in Covina
- Valley Vista Services, located at 17445 E Railroad Street, in City of Industry

Community Facilities

Many facilities which do not manage services that might be considered essential to public health and safety are still of high importance to the community and could be essential in the case of a public emergency. Schools, community centers, churches and other community locations can serve as important gathering spaces or points for distribution of resources and information. The following are La Puente's Community facilities considered to be critical facilities.

- La Puente Community Center, 501 Glendora Ave
- La Puente Library, 15920 Central Ave
- Sunkist Library, 840 Puente Ave
- La Puente City Park, 501 Glendora Ave
- Puente Creek Nature Educational Center, 14951 Nelson Ave
- Bassett High School, 755 N. Ardilla Ave
- Del Valle Elementary School, 801 Del Valle Ave
- Hurley Elementary School, 535 Dora Guzman Ave
- La Puente High School, 15615 Nelson Ave
- Lassalette School, 14333 Lassalette St
- Nelson Elementary School, 330 N. California Ave
- Sierra Vista Middle School, 15801 Sierra Vista Ct
- Saint Joseph School, 15650 Temple Ave
- Sunset Elementary School, 800 Tonopah Ave
- Saint Louis of France Catholic School, 630 Ardilla Ave
- Workman Elementary School, 16000 Workman St
- Fairgrove Academy, 15540 Fairgrove Ave

- Hudson Adult Learning Center, 445 Glendora Ave
- La Puente Senior Center, 16001 E. Main St
- First Fundamental Bible Church La Puente, 13925 Nelson Ave
- Saint Joseph Catholic Church, 550 Glendora Ave
- First United Methodist Church, 15701 Hill St
- Calvary Baptist Church, 420 Glendora Ave
- Hillside Bible Baptist Church, 400 N Sunset Ave
- First Presbyterian Church of Rosemead, 15302 Francisquito Ave
- La Puente Church of Nazarene, 15766 Fairgrove Ave
- St Andrew's Presbyterian Church, 846 N Orange Ave
- Iglesia del Nazareno de La Puente, 418 N Orange Ave
- Hacienda Christian Fellowship, 1358 N Hacienda Blvd
- La Puente Valley Woman's Club, 200 N 1st St
- Delhaven Community Center, 15135 Fairgrove Ave

Utility System Facilities

Locations which manage water, energy, or communications are critical to maintain the essential services needed for area residents. The following are the locations of utility systems facilities in La Puente.

- La Puente Valley County Water District, located at 112 N First St
- Suburban Water Systems Pumping Station, 14501 Temple Ave
- La Puente Valley County Water District Tanks, 16300 East Main St
- La Puente Valley County Water District Hudson Booster Station, 15629 Hudson Ave
- Suburban Water Systems Reservoir, 15605 Hudson Ave
- Frontier Communications, 15844 Workman St

All public safety facilities have been mapped and their vulnerability to climate hazards identified in the accompanying climate vulnerability assessment.

Public Safety Services

La Puente residents and businesses depend on fire protection and law enforcement to provide a safe living and working environment. Police and fire protection contribute to the reduction of crime, promote foresight in the development process, and ensure effective enforcement, all of which foster the creation of a safer environment.

Fire Services

Structural fires represent the primary fire hazard in La Puente. Structural fires are generally caused by faulty equipment or lack of knowledge of fire prevention precautions. The potential for fire hazards increases when flammable and explosive materials are improperly stored, handled, or used. Planning for adequate fire protection and suppression in a densely built community like La Puente becomes increasingly important due to aging buildings and proximity to commercial and industrial uses, particularly to the south in the neighboring City of Industry. In La Puente, residential and business interface areas may face higher fire risks than other neighborhoods. Buffers or land use controls may be appropriate for commercial properties located near residential areas.

Fire suppression services in La Puente are provided by the Los Angeles County Fire Department. Within the planning area, four fire stations are available to serve La Puente. However, two of these stations are located within the City of Industry and one in Bassett, as noted below, and do not fall under La Puente's jurisdiction and were therefore not considered in the public safety facilities list, nor in the climate vulnerability assessment.

- Station 26, located at 15336 E. Elliott Ave in La Puente (also has EMT services)
- Station 43, located at 921 S. Stimson Ave. in the City of Industry
- Station 87, located at 140 S Second Ave. in Bassett
- Station 118, located at 17056 Gale Ave. in the City of Industry

In addition to the above stations, any County fire unit may respond to incidents within the Planning Area¹ depending on need and availability. The City coordinates with the Los Angeles County Fire Department to implement fire hazard education and fire protection programs. In addition, the City coordinates with local water districts to ensure water pressure is adequate for firefighting purposes.

The Los Angeles County Fire Department maintains compliance with the National Fire Protection Association's (NFPA) recommended response times. NFPA Standard 1710² states that total response time to incidents should be less than 80 seconds for turnout time and 240 seconds for travel time. This makes an overall response time standard of 5 minutes and 20 seconds for no less than 90% of incidents. The Fire Code of Los Angeles County Code is adopted by

¹ Defined in the introduction to the General Plan on page I-3

² "NFPA 1710: Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments" National Fire Protection Association. <https://www.nfpa.org/codes-and-standards/all-codes-and-standards/list-of-codes-and-standards/detail?code=1710>

reference and may be cited as the City of La Puente's Fire Code.³ The Los Angeles County Fire Code has adopted by reference the California Fire Code and International Fire Code, except where noted.⁴ To minimize fire hazards, the California Fire Code requires new construction to comply with the Uniform Fire Code, and for Fire Department staff inspects properties for compliance. The California Fire Code requires minimum road widths of no less than 20 ft for fire vehicle access and fire protection flows of at least 1,500 gallons per minute.⁵

Law Enforcement

Law enforcement services within the Planning Area are provided by the Los Angeles County Sheriff's Department, located at 150 Hudson Ave, in the City of Industry, outside of the City of La Puente's jurisdiction. In addition to providing patrol and investigative services, the Sheriff's Department offers a broad range of support services that are readily available from nearby Industry Station. Local control is facilitated through close cooperation between the Station Captain and City officials.

During the public engagement effort in 2023 to update this element, some community members shared that personal safety is an ongoing concern. Community members noted that some of the City areas lack well-lit streets, which contributes to residents and youth feeling unsafe outside at night. Safety in schools, as well as drug and gang violence were also described as safety concerns by La Puente residents. Homelessness was identified several times among community members as a major concern including as a contributing factor to residents choosing to drive rather than walk around their neighborhoods. Community members also believe there is a link between the unhoused population and cleanliness and safety concerns.

La Puente also provides programs to improve public safety. The Youth Activities League offers a variety of programs facilitated by the Los Angeles County Sheriff's Department, Industry Station, which are accessible to La Puente students. These programs encourage good relationships with law enforcement and show students alternatives pathways that do not involve criminal activity. These programs include summer camps, martial arts, scuba diving, team sports, and their "Explorers" volunteer program for youth interested in a career in law enforcement.⁶ The Neighborhood Watch Committee in the City of La Puente is a community-led group dedicated to promoting safety and preventing crime. Through regular meetings and outreach efforts, the committee works closely with local law enforcement to identify and

³ La Puente municipal code section 9.04.010: "Title 32-Fire Code of the Los Angeles County Code, as amended and in effect on March 1, 2017, adopting the California Fire Code, 2016 Edition is incorporated herein by reference as if fully set forth below and shall be known and may be cited as the Fire Code of the City of La Puente.

⁴ " Title 32 - Fire Code" County of Los Angeles.

https://library.municode.com/ca/los_angeles_county/codes/code_of_ordinances/379113?nodeId=TIT32FICO

⁵ "Appendix B: Fire-Flow Requirements for Buildings, California Fire Code 2016." *UpCodes*, <https://up.codes/viewer/california/ca-fire-code-2016/chapter/B/fire-flow-requirements-for-buildings#B>

⁶ Industry Sheriff's Youth Activities League. <https://www.industryal.org/home>.

address concerns within the community. Working together with our partners will provide the highest level of public safety for residents, businesses, and visitors alike.

Emergency Response

Emergency response efforts are essential to prevent or minimize potential loss of life or property damage and to respond effectively to safety hazards, accidents, and natural disasters.

Businesses and residents in La Puente are subject to potential hazards associated with earthquakes, hazardous materials incidents, fires, and other conditions that may impact infrastructure and impede emergency response. Each type of disaster requires clean up, recovery, and planning to prevent future damage. The period after a disaster is often very difficult for communities and at times as devastating as the disaster itself. Cities that prepare ahead of time can reduce the fear, confusion, and loss that comes with disaster. Planning that ensures access to public safety facilities such as utilities, freeways, roadways, schools, and emergency care facilities can minimize the loss of life and property damage should a disaster occur.

La Puente participates in the Standardized Emergency Management System (SEMS) that provides a statewide framework for coordinating multi-agency responses to emergencies and disasters. SEMS is the cornerstone of California's emergency response system and the fundamental structure for the response phase of emergency management. The system unifies all elements of California's emergency management community into a single integrated system and standardizes key elements. The City's SEMS incorporates mutual aid agreements with other jurisdictions, establishes lines of communication during emergencies, and standardizes incident command structures.

Los Angeles County has self-governing Disaster Management Areas created by Joint Powers Agreements between cities and the County Board of Supervisors. These Disaster Management Areas are run by Area Coordinators who support planning, training, emergency exercises, and public education for earthquakes, fires, floods, severe weather events, and epidemics, among other types of emergencies. The City of La Puente is a member of Disaster Management Area D. Disaster Management Area D runs certification programs for Community Emergency Response Teams (CERT), and hosts training events, test events, and coordination meetings.

Local emergency services providers include the Los Angeles County Sheriff and the Los Angeles County Fire Department. To provide an additional level of readiness and protection, the City also offers a program to train volunteers to provide basic emergency response skills. The City will continue to work toward establishing a comprehensive Emergency Operations Plan to coordinate efforts of residents, businesses, and service providers.

Emergency Preparedness and Education

Residents interviewed during the 2023 public engagement effort stressed the importance of inclusive preparation for natural disasters. The interviewees emphasized that the City needs to be more intentional when working with the community by providing more language access services as well as including diverse community groups.⁷ Interviewees asked for more collaboration and communication between the City and community partners to create space for dialogue around emergency preparedness. Additionally, interviewees expressed the need for better collaboration with community leaders.

Residents shared that education is important in preparing for disasters and cited social media as a way they stay informed about disasters. Youth also stay informed through in-class teacher announcements in addition to social media. Overall, community members recognized that these concerns and needs could not be addressed in isolation, and called for the City to be more intentional about collaborating with local organizations and community leaders to ensure that the needs of all residents were met.

When asked where they go during natural disasters such as a heat wave, most residents indicated they stay home. This may result from a lack of adequate places to meet residents' needs during a hazard event or a lack of knowledge of where to go. The second most frequently mentioned place where residents go in heat wave were stores or a nearby mall, likely due to the air conditioning offered in these spaces.

When residents were asked how the City could help them prepare for or recover from hazard events, the most frequent responses centered on community education and awareness. Residents asked especially for education and training for community members on disaster awareness and preparedness. They also asked for more communication from the City on hazard events and updates around power availability, locations of shelters, and actions the City is taking. Additional responses request that the City provide resources in the form of financial assistance, disaster preparedness items such as sandbags, and notifications on where these resources can be obtained.

Emergency Operations Center

The Los Angeles County Office of Emergency Management undertakes emergency preparedness for the entire area of Los Angeles County. Key tasks include responsibility for maintaining an emergency response plan, support to incorporated jurisdictions for disaster planning and preparation, and maintenance of the readiness of the County Emergency Operations Center⁸. The County's Operational Area Emergency Response Plan (2012) identifies

⁷ The City currently offers English and Spanish interpretation services at workshops and city council .

⁸ "Emergency Management." Los Angeles County, 28 June 2022, <https://ceo.lacounty.gov/emergency-management/>.

a plan for emergency organization for the entire county, including incorporated cities. This plan also outlines the responsible authorities and mutual aid processes for the entire operational area of Los Angeles County.

Emergency Notifications

Emergency information is broadcasted directly by the Los Angeles County Sheriff's Department. For emergency events and conditions of widespread concern, a broadcast message is disseminated to the public via radio and television stations. In the event of an emergency, Los Angeles County implements Alert Los Angeles County, an emergency mass notification system that contacts County residents and businesses. The system sends text messages, voice mail messages, and e-mail messages to alert the community of emergency events.⁹ The responsibility for emergency notification services throughout the county is held by the County Office of the Sheriff. As further described by the County, the Office of the Sheriff also has responsibility to issue calls for evacuation. If emergency shelters are necessary, the County Department of Public Social Services is responsible for the activation and coordination of shelters with jurisdictions throughout the county. In the case of a devastating brushfire, the Los Angeles County Fire Department has the "Ready, Set, Go" program, which is designed to provide steps to ensure residents are prepared in the case of an approaching wildfire.

La Puente residents surveyed during the public engagement for the 2023 Safety Element update were asked how they would like to receive emergency notifications. Responses were minimal, but included text, email, and via the City's marquee.

Disaster and Evacuation Routes

AB 747 (2019) requires the Safety Element to identify evacuation routes and their capacity, safety, and viability under a range of emergency scenarios. In the City of La Puente, evacuation routes are determined by emergency responders who decide at the time of the emergency the routes that should be used for evacuation after assessing the conditions and location of the emergency.

Table 1 lists the roads that are classified by Los Angeles County as *disaster routes*, by road type and number of lanes. There are five high-capacity evacuation routes that can accommodate residents in the event of a hazard event. Arterial roads are high-capacity roads delivering traffic from collector roads to freeways and expressways and between urban centers. Figure 1 below identifies roads that are public, paved and through-ways, classified as disaster routes, which may be used for evacuation if they are viable routes during an emergency.

⁹ "Alerts" *Ready LA County*, 15 Nov. 2022, <https://ready.lacounty.gov/alerts/>

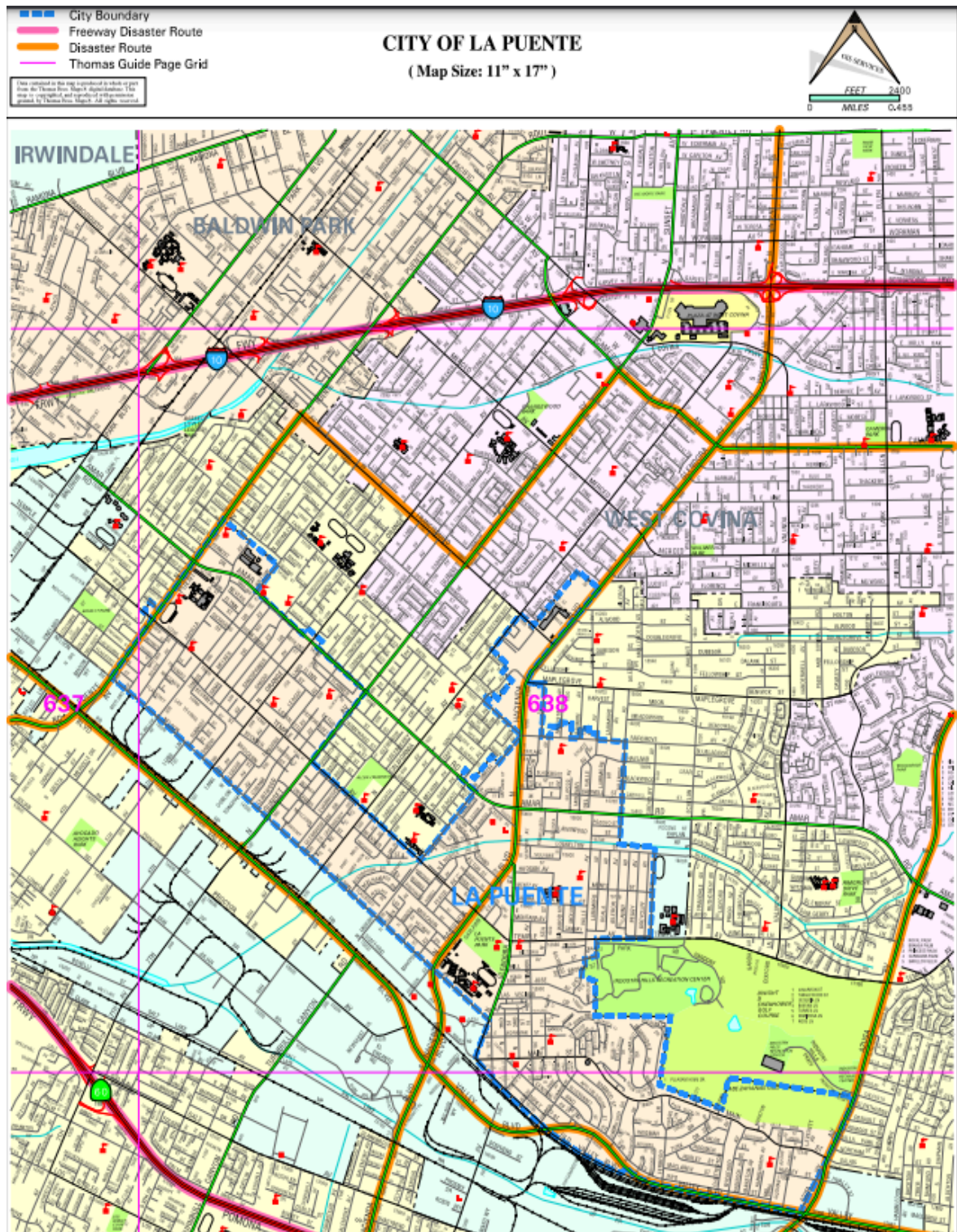
Table 1 Disaster Routes by Type and Capacity

Disaster Route	Road Classification	Number of lanes ¹⁰
Francisquito Ave	Secondary Highway	4-Lane Divided
Hacienda Blvd.	Major Highway	4-Lane Divided
Valley Blvd.	Major Highway	6-Lane Divided
Azusa Ave.	Major Highway	4-Lane Divided
North Puente Ave.	Major Highway	4-Lane Divided

The hazard areas within the City boundaries that intersect residential land uses are dam inundation, landslides, and liquefaction areas. There are no residential parcels that intersect flood zones and fire hazard severity zones within the City. The City of La Puente is urban, with evacuation routes surrounding residential developments. The following map, Figure 1, shows La Puente's disaster routes.

¹⁰ *City of La Puente*. "Engineering & Traffic Survey: Radar Speed Survey." July 14, 2009.
https://lapuente.granicus.com/MetaViewer.php?view_id=2&clip_id=722&meta_id=100706.

Figure 1 City of La Puente Disaster Routes¹¹

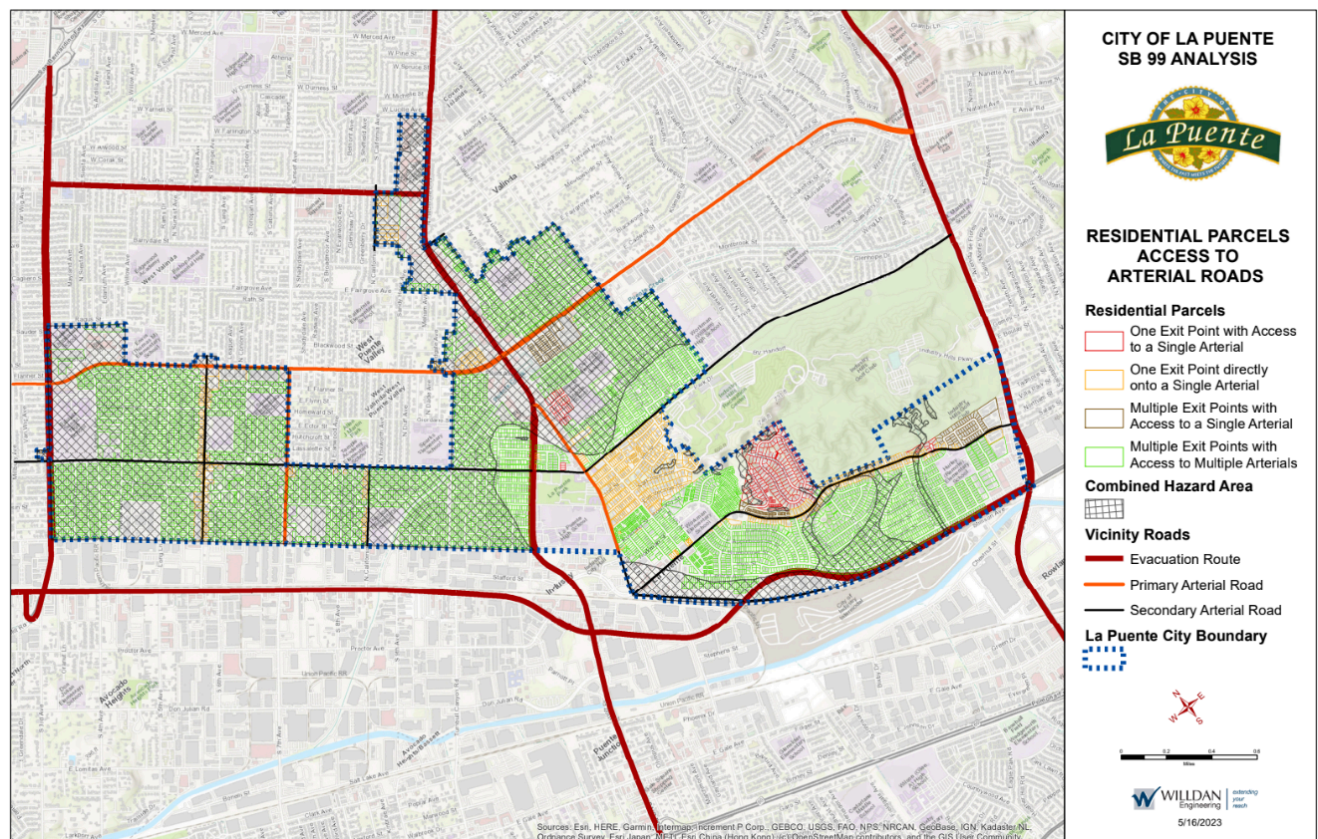


¹¹ Los Angeles County Public Works. "Disaster Route Maps (by City)".
<https://pw.lacounty.gov/dsg/disaster/routes/map/La%20Puente.pdf>

Senate Bill 99 requires the City to identify residential developments in hazard areas that do not have at least two emergency evacuation routes. Evacuation route access for La Puente's residential areas was determined using a Geographic Information System based analysis.¹² Residential developments in hazard areas were identified by running a location query to find the parcels within residential general plan designations that intersect the Combined Hazard Area.¹³ The goal of the analysis was to find at least two separate points of exit from residential neighborhoods by following a rudimentary roadway network in which vehicles move from Minor/Residential Roads to Arterial, and eventually to an evacuation route. Residential parcels within the Combined Hazard Area were assigned to one of the four categories, as shown in Figure 2:

1. One Exit Point with Access to Single Arterial
2. One Exit Point directly onto a Single Arterial
3. Multiple Exit Points with Access to a Single Arterial
4. Multiple Exit Points with Access to Multiple Arterials

Figure 2 City of La Puente Residential Parcel Access to Arterial Roads



¹² De Novo Planning Group, "City of Rancho Santa Margarita SB 99 Analysis White Paper." August 2021. https://www.cityofrsm.org/DocumentCenter/View/7589/2021-Updated-Safety-Element_SB99_Evacuation-Route-Mapping-White-Paper_Public-Draft

¹³ Areas with the potential to be affected by landslide, liquefaction, and/or dam inundation.

The evacuation area of most concern is the neighborhood immediately to the west of the Industry Hills Golf Course. This residential area, with parcels outlined in red, has one exit point with access to a single arterial road and is in a potential landslide hazard area zone. Other, smaller areas with one exit point with access to a single arterial road can be found to the west of Sierra Vista Middle School and south of the Industry Hills Golf Course. Disaster routes within the City limits that could be impacted by the hazards listed in the Combined Hazard Areas are Hacienda Blvd and Puente Avenue.

Hazard & Physical Vulnerability Assessment

This section describes the hazards affecting La Puente, including those created or exacerbated by climate change. The Southern California Climate Adaptation Planning Guide (SoCal APG) outlines an overview of climate impacts both occurring and anticipated in Southern California, describes adaptation principles for the region, and outlines a general process of adaptation planning for member jurisdictions.¹⁴ The City of La Puente referenced the SoCal APG, along with other tools including Cal-adapt and the California Heat Assessment Tool to assess the range of climate change hazards that the City is likely to face in the coming decades. The region is likely to see more extreme oscillations in precipitation and temperature, increased number of wildfires and storms, as well as rising seas.¹⁵ All of these initial climate impacts may likely produce secondary effects in the form of more intense droughts, more landslides and risk of debris flows. These climate impacts are detailed further in this section. This section also examines public safety facilities that are vulnerable to damage from identified hazards.

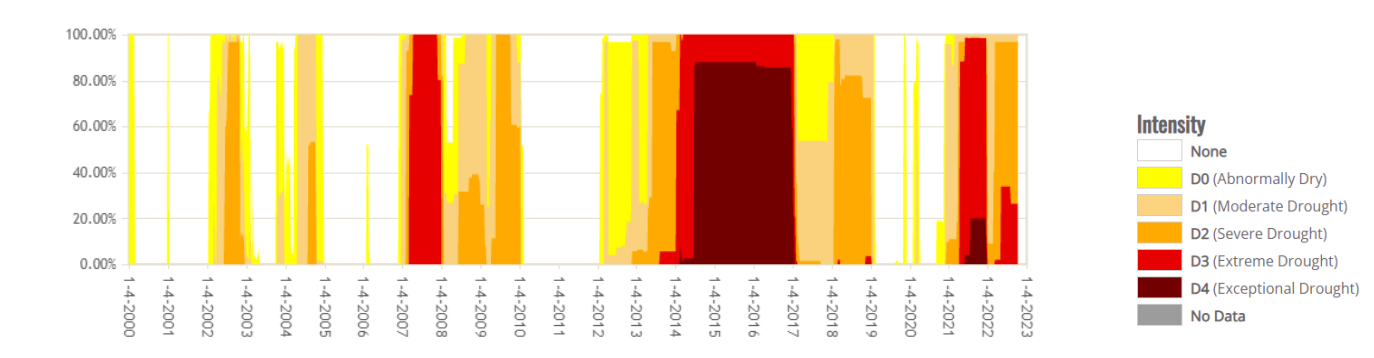
Drought

A drought is a long-term shortage of water, usually caused by extended periods with little or no precipitation. California has been experiencing drought conditions statewide since 2012. In 2022, most of Los Angeles County, including La Puente, was classified by the US Drought Monitor as experiencing severe drought conditions (2022). Figure 3 highlights the percent of Los Angeles County that has experienced drought conditions (by intensity) between 2000 and 2023.

¹⁴ "Southern California Climate Adaptation Planning Guide", *Southern California Council of Governments*, October 2020. https://scag.ca.gov/sites/main/files/file-attachments/socaladaptationplanningguide_oct2020_0.pdf

¹⁵ "Southern California Climate Adaptation Planning Guide", *Southern California Council of Governments*, October 2020. https://scag.ca.gov/sites/main/files/file-attachments/socaladaptationplanningguide_oct2020_0.pdf

Figure 3 Percent Area in U.S. Drought Monitor Categories



Local Water Supply

Drought conditions primarily impact the City's local water supply, which is locally pumped groundwater. This water source is managed by the La Puente Valley County Water District (LPVCWD). In 2022, LPVCWD Board of Directors declared a Stage 2 Water Supply Emergency and have also adopted permanent water conservation measures. LPVCWD manages three active wells that produce water from the San Gabriel Groundwater Basin to meet the needs of La Puente residents. The annual water demand of the system is approximately 1,600 acre-feet, which equates to 521 million gallons.¹⁶ Since 1924, the District has relied on its well field located on Puente Avenue in the City of Baldwin Park as its primary source of water. The wells located at this site pump water out of the Main San Gabriel Groundwater Basin. The Main San Gabriel Basin Watermaster is the key agency responsible for the management and protection of groundwater resources. Aside from local groundwater courtesy of the snow melt from the San Gabriel Mountains and the rain that flows through the San Gabriel River, water recycling and watershed protection are key efforts in helping the groundwater basins meet local demands.

Imported Water Supply

The Upper San Gabriel Valley Municipal Water District, which serves the planning area, averages imports of 30,000 acre-feet per year.¹⁷ This number is affected by many factors such as drought, legal and regulatory constraints, costs, and more. The Upper District's primary point of delivery service connection is in the San Gabriel Canyon, which imports water for groundwater replenishment.

The wholesale water agency of the Upper District is the Metropolitan Water District of Southern California. The Metropolitan Water District imports water from the conveyance systems of the State Water Project and the Colorado River Aqueduct. The Upper District's primary source of

¹⁶ "District Water Supply." *La Puente Valley County Water District*, <https://lapuentewater.com/your-water/>.

¹⁷ "Imported Water." *Upper San Gabriel Valley Municipal Water District*, <https://upperdistrict.org/imported-water/>.

imported water is State Water Project water which is owned and operated by the California Department of Water Resources (DWR). The water is delivered from the Bay Delta in Northern California to the areas in the Central Valley and Southern California.

Seismic Hazards

Southern California lies on the edge of the Pacific Plate, one of the many jigsaw puzzle pieces that fit together to comprise the Earth's crust. The constant shifting, pushing, and shoving of these crustal plates - together with the complex interfacing of many varied geological structures - creates ruptures and crustal weaknesses known as faults. Movement along a fault releases stored energy and tension, thereby producing earthquakes. Powerful and widespread rupture or shaking ground can cause buildings to move off their foundations or collapse; damage buildings and other structures, roads, and other public infrastructure; damage utility lines and set off fires; and threaten the lives of people and animals. The damage to structures presents the greatest risk to life and property. Issues relevant to La Puente include the potential for earthquakes and secondary hazards related to earthquakes that may occur in the region.

Earthquakes

La Puente lies within a region of several active faults and therefore is subject to the risks and hazards associated with earthquakes. Eleven major faults impact the Los Angeles region. The California Geological Survey classifies seven of these faults as "active," defined as having moved within the Holocene Epoch, approximately the last 11,700 years. Several major faults within a 50-mile radius of La Puente can produce substantial effects from ground shaking. These faults include the San Andreas, Whittier-Elsinore, Chino, Sierra Madre-Cucamonga, Puente Hills and San Fernando faults. A major earthquake produced along any of these faults has the potential to produce strong ground shaking in La Puente. During an earthquake, the ground can shake violently. Rapid back-and-forth motion can cause buildings to fall off foundations, resulting in major structural damage and sometimes total collapse of buildings.

La Puente's LHMP uses data generated using the HAZUS-MH program for earthquakes to estimate the intensity of the ground shaking, the number of buildings damaged, the number of casualties, the amount of damage to transportation systems and utilities, the number of people displaced from their homes, and the estimated cost of repair and clean up.

No Holocene-active faults have been identified at the ground surface within the city limits, nor have any Alquist-Priolo Earthquake Fault zones¹⁸ been designated.¹⁹ There is one Quaternary fault which is estimated to intersect the city, shown in the map below as the Walnut Creek

¹⁸ Regulatory zones surrounding the surface traces of active faults in California.

¹⁹ California Department of Conservation. "Alquist-Priolo Earthquake Fault Zones."

<https://www.conservation.ca.gov/cgs/alquist-priolo#:~:text=Alquist%2DPriolo%20earthquake%20fault%20zones%20are%20regulatory%20zones%20surrounding%20the,earth's%20surface%20defining%20a%20fault.>

fault.²⁰ Figure 4 shows the geographic relationship of the City and its public safety facilities to immediately surrounding active and potentially active faults and thrusts. While no other faults intersect La Puente, it is located several miles north and east of the Lower Elysian Park thrust and the Puente Hills blind thrust system. The Puente Hills system is comprised of three sections that run under downtown Los Angeles and into the Coyote Hills of north Orange County. The faults of the system are known as blind- thrust faults, as the faults do not intersect the ground surface. The lower Elysian Park fault is located approximately two miles below the surface of the three sections of the Puente Hills fault system. Large earthquakes on this fault system are infrequent, but they are possible, which could have substantial impact on the area. These faults are all capable of movement that could produce substantial ground shaking. It is estimated the faults could result in an earthquake magnitude of slightly higher than 7.0.

There are several facilities that are located close to the Walnut Creek fault. Four schools, four churches, two water facilities, a park, and emergency services are all located above and near the fault. Although there is a low risk of an earthquake occurring from this fault, the reach to public safety facilities is extensive, with an impact on at least one third of all facilities in the City.

Seismic risk associated with the regional fault system and the quaternary fault underlying La Puente emphasizes the need to ensure that all development projects – and the retrofit of existing structures – incorporate appropriate design features to guard against widespread property damage and loss of life in the event of an earthquake. A second map (Figure 5) below shows the faults and thrust located in the vicinity of the City. More detailed information can be found in the LHMP.

²⁰ A Quaternary fault is one defined only by age. To be a quaternary fault, it has to have that has been recognized at the surface and QUATERNARY FAULTS ARE DEFINED SOLELY BY AGE; THEY DO NOT HAVE TO REACH THE SURFACE that has moved in the past 1,600,000 years (1.6 million years) (USGS).

Figure 4 Earthquake Faults Relative to Public Safety Facilities

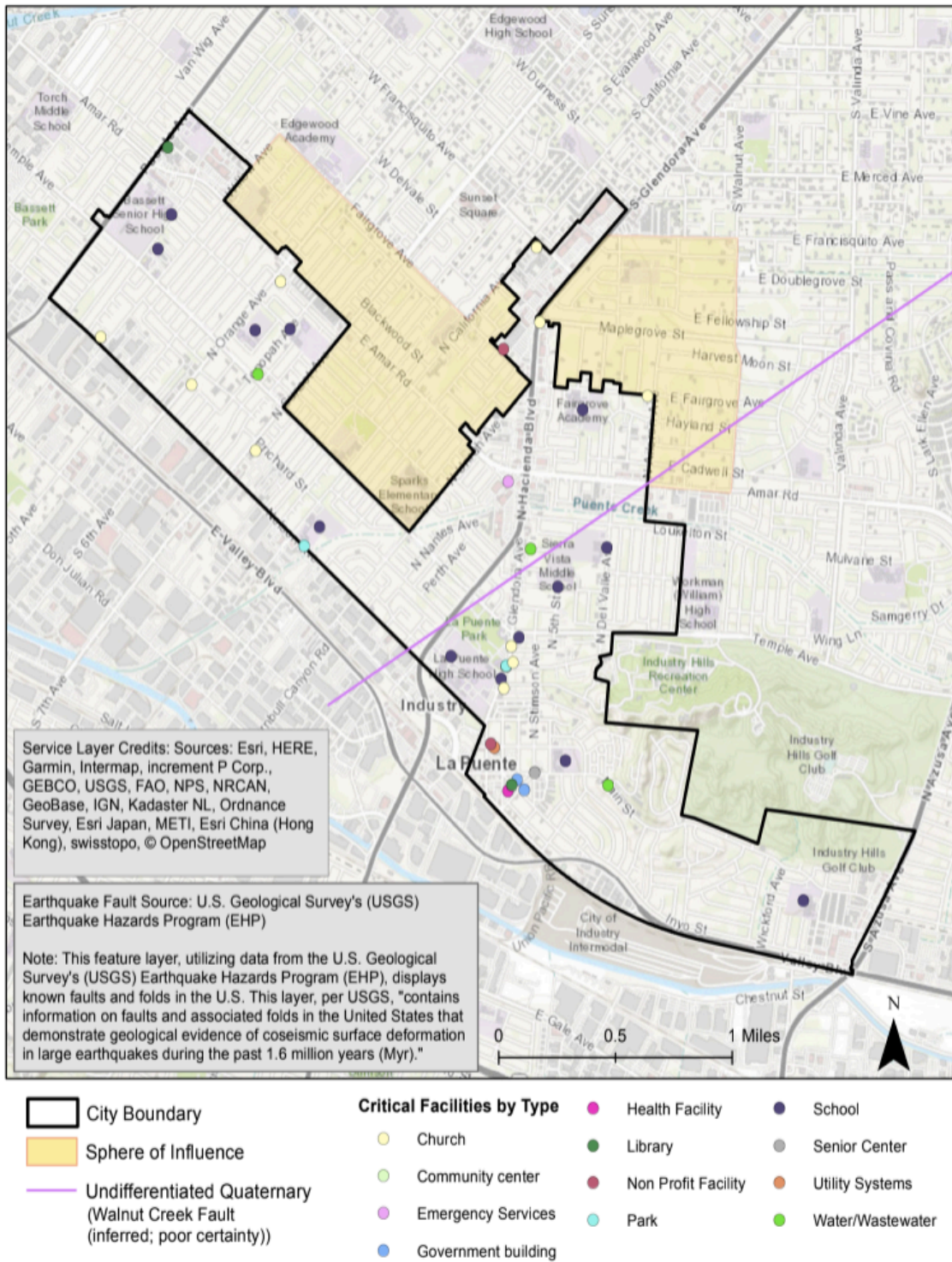
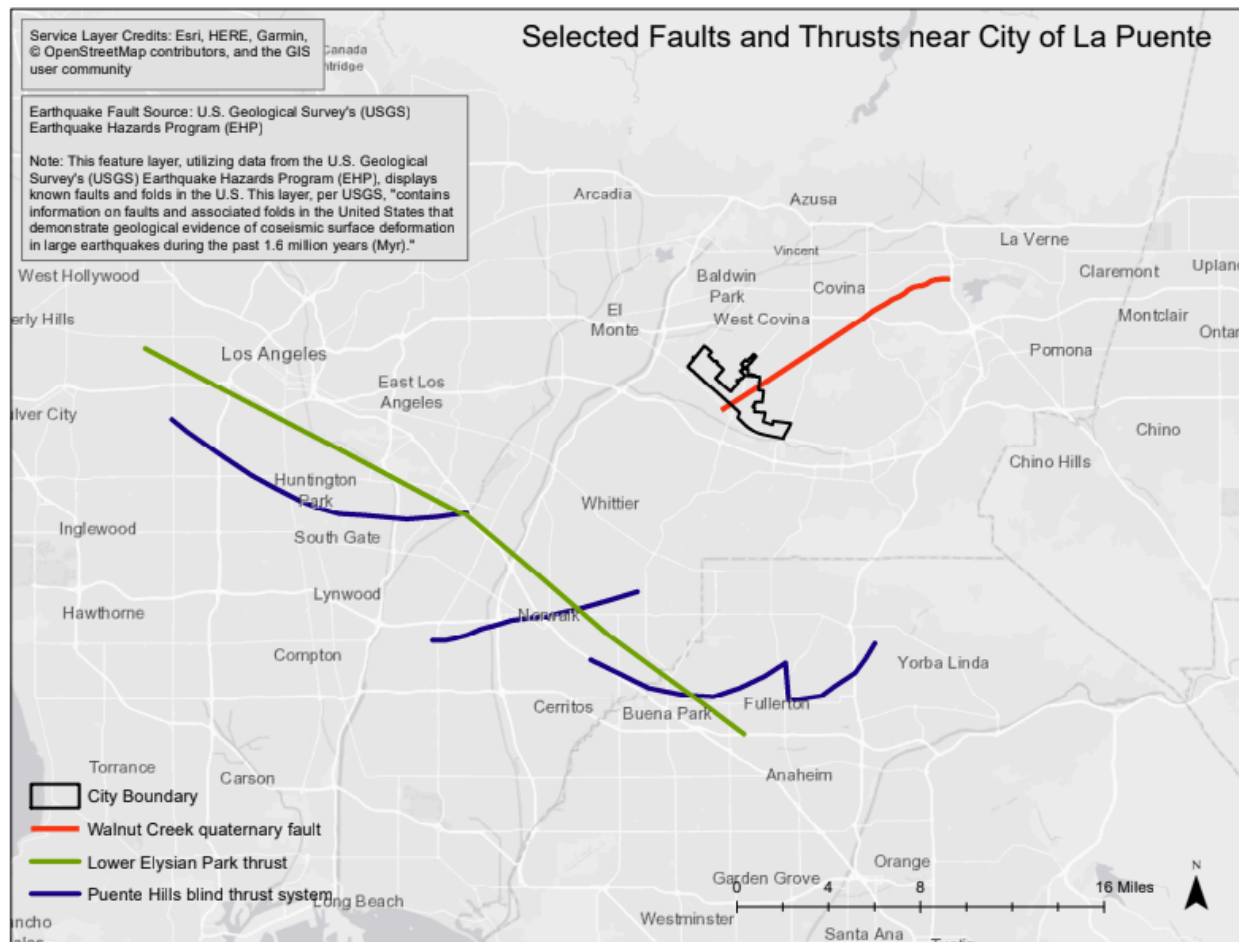


Figure 5 Selected Faults and Thrusts near the City of La Puente



Expansive Soils

As in much of California, expansive soils are prevalent in La Puente. Expansive soils made of fine-grained clay act like a sponge; as they absorb water, they swell and as they lose water, they shrink. Expansive soil occurs naturally and can be found in large and small areas throughout the Los Angeles region. Expansive soils may become unstable during ground shaking and are one of the most prevalent causes of earthquake damage to buildings. Damage caused by expansive soil includes disfiguring and structural damage due to cracking walls, ceilings, driveways, sidewalks, and basement floors. Minor damage to doors and windows may cause them to function erratically. To minimize damage to wood frame structures foundations can be made more flexible, with reinforced or post-tensioned slabs.

Structural design of new buildings should consider the potential effects of expansive soils on selected building materials. If for instance, the structure contains masonry walls, which are

intolerant to even small movements, a rigid foundation or one that will isolate the structure should be used. Site preparation may include prewetting, removal of the expansive soil and replacement with non-expanding soils, chemical treatments of the soil or other methods. Grading and drainage should be designed so that excess surface water is collected and safely discharged off the building pad.

Liquefaction

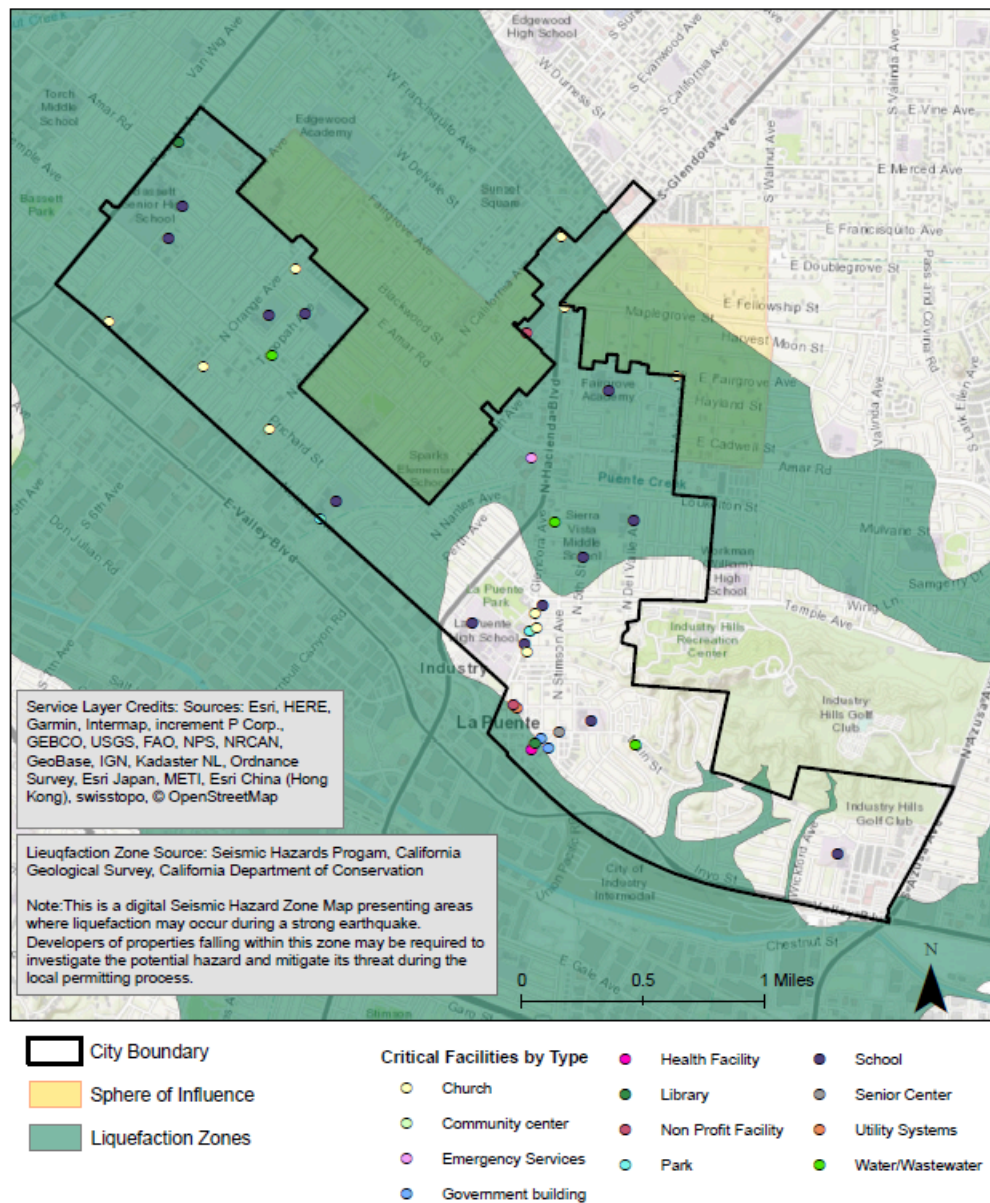
Liquefaction occurs when loose, non-cohesive soils saturated beneath the groundwater table experience ground shaking, which weakens the soil, causing it to act like a fluid. Liquefaction generally occurs during seismic events, as the shaking increases water pressure, and loosens up the sediment that were firmly held together. Structures located on impacted soils, such as silt or sand, may experience significant damage during an earthquake due to the instability of structural foundations and the moving earth. Buildings and other structures may tilt, collapse, or otherwise suffer damage. Liquefaction can also occur independently of an earthquake, if any other sudden and significant stress causes the loosening of sediment, causing the ground to behave like a liquid. Landslides may also occur as a result of liquefaction, as sloping landscapes are unable to hold together due to the liquid form of the ground (see next section).

Many areas in the Los Angeles Basin have sandy soils that are subject to liquefaction. Many communities in Southern California are built on ancient river bottoms with sandy soils. In some cases, this ground may be subject to liquefaction, depending on the depth of the water table. . Factors such as the height of the groundwater table and soil types also determine Southern California's vulnerability.

California law requires identification of liquefaction zones, where the stability of foundation soils must be investigated, and landslide zones, where the stability of hill slopes must be evaluated. Figure 6 shows areas susceptible to seismically induced liquefaction and landslides in La Puente. Within these areas, geologic studies must be completed, and countermeasures undertaken in the design and construction of buildings for human occupancy. California law also requires disclosure of liquefaction or landslide zone status as a part of all real estate transactions within identified areas.

As shown in Figure 6, most of La Puente is subject to liquefaction excluding the south and southeast portions of the City surrounding the Industry Hills Golf Club. Within these liquefaction areas, geologic studies must be completed, and countermeasures undertaken in the design and construction of buildings for human occupancy.

Figure 6 Liquefaction Zones in La Puente

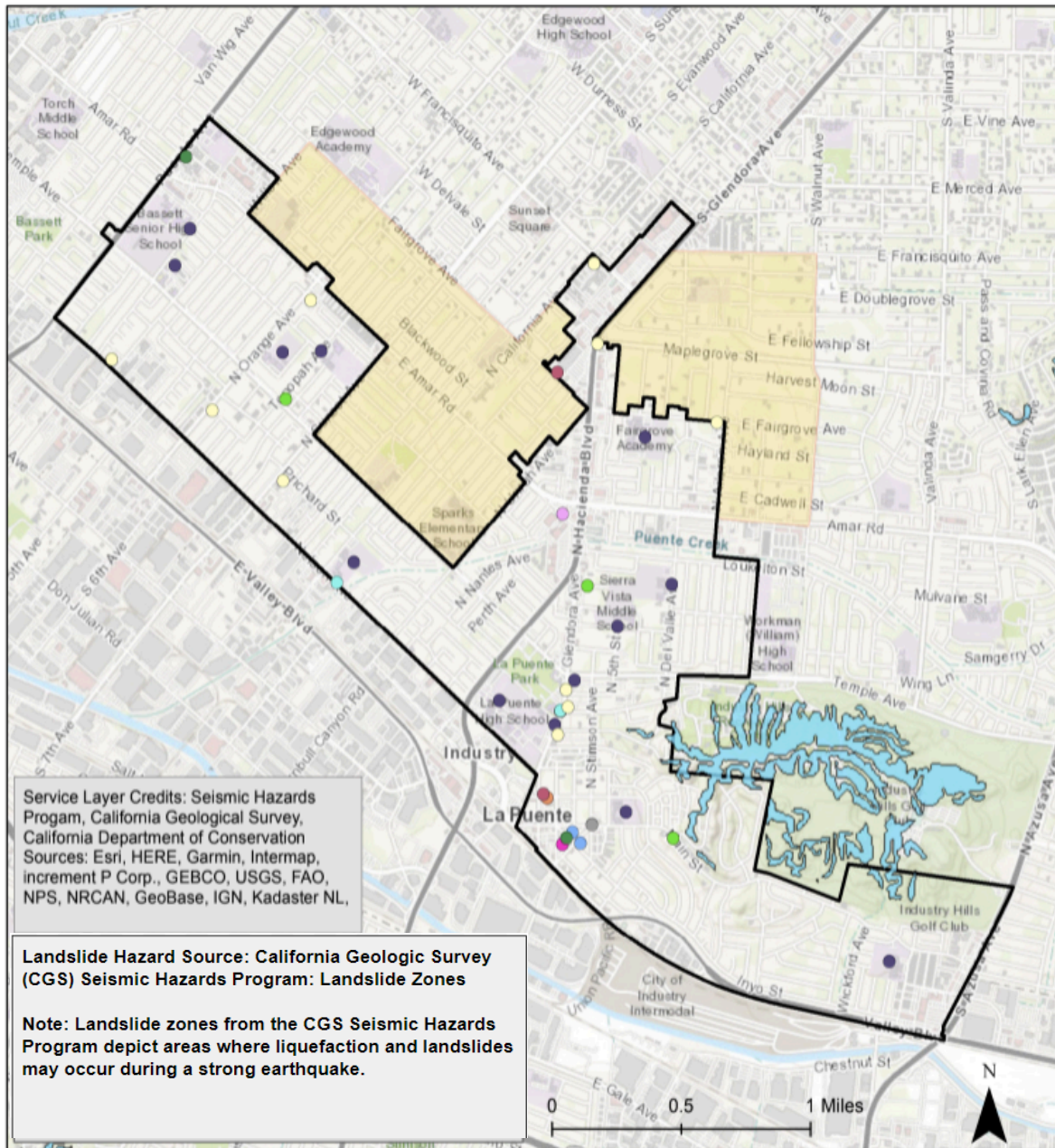


Landslides

A landslide is when a mass of rock, soil, or debris moves down a slope. Landslides can be triggered by heavy rain, when rainwater soaks into hillsides and accumulates, causing destabilization of the soil and increasing the pressure downward which may result in the movement of soil down the hills. Additionally, shaking from earthquakes can trigger landslides by disrupting the soil and rocks on sloping landscapes. The City of La Puente has areas susceptible to earthquake-induced landslides. Figure 7 identifies landslide hazard zones within

the City of La Puente in relation to public safety facilities. There are a few public safety facilities that are closely adjacent to the landslide zone. The closest facility to the landslide zone is a water facility, La Puente Valley County Water District Tanks, that is less than a quarter mile to the landslide zone. Two schools, Hurley Elementary School, and Workman Elementary School are within a third of a mile to the landslide zone. Small areas in the southeast of the City close to the Industry Hills Recreation Center and portions of the Industry Hills Golf Course at Pacific Palms Resort are subject to earthquake-induced landslides due to the area's steep hill slopes. There is potential for permanent ground displacement in this area. Some of the landslide zones are inside city limits, affecting areas such as Main Street and other southeast areas of the City.

Figure 7 Landslide Susceptibility Area Relative to Public Safety Facilities



Flood Hazards

According to the Federal Emergency Management Agency, La Puente is not located within either a 100- or 500-year flood zone, and as such, is not susceptible to riverine flooding. The City's distance from the Pacific Ocean minimizes exposure to tidal wave (tsunami) hazards resulting from offshore earthquakes. However, the City is still susceptible to urban flooding from extreme precipitation events. Urban flooding is when land or structures in developed areas cannot absorb excess water and becomes flooded due to rainfall exceeding the drainage capacity of systems like storm sewers. The City does on occasion experience localized flooding on certain roadways during significant rain or storm events. Specific urban/localized flooding includes Valley Boulevard between Old Valley Boulevard and Ferrero Lane and Nelson Avenue between N. California Avenue and N. Hacienda Boulevard.

Research suggests that for much of the state, wet years will become wetter, and the dry years will become drier. Precipitation will likely be delivered in more intense storms and within a shorter wet season. Table 2 below provides a snapshot of Maximum one-day precipitation (the greatest amount of daily rain) for three 30-year time periods under a medium emission (RCP 4.5) and high emission (RCP 8.5) scenario.²¹

Table 2 Maximum 1-Day Precipitation Projections for La Puente

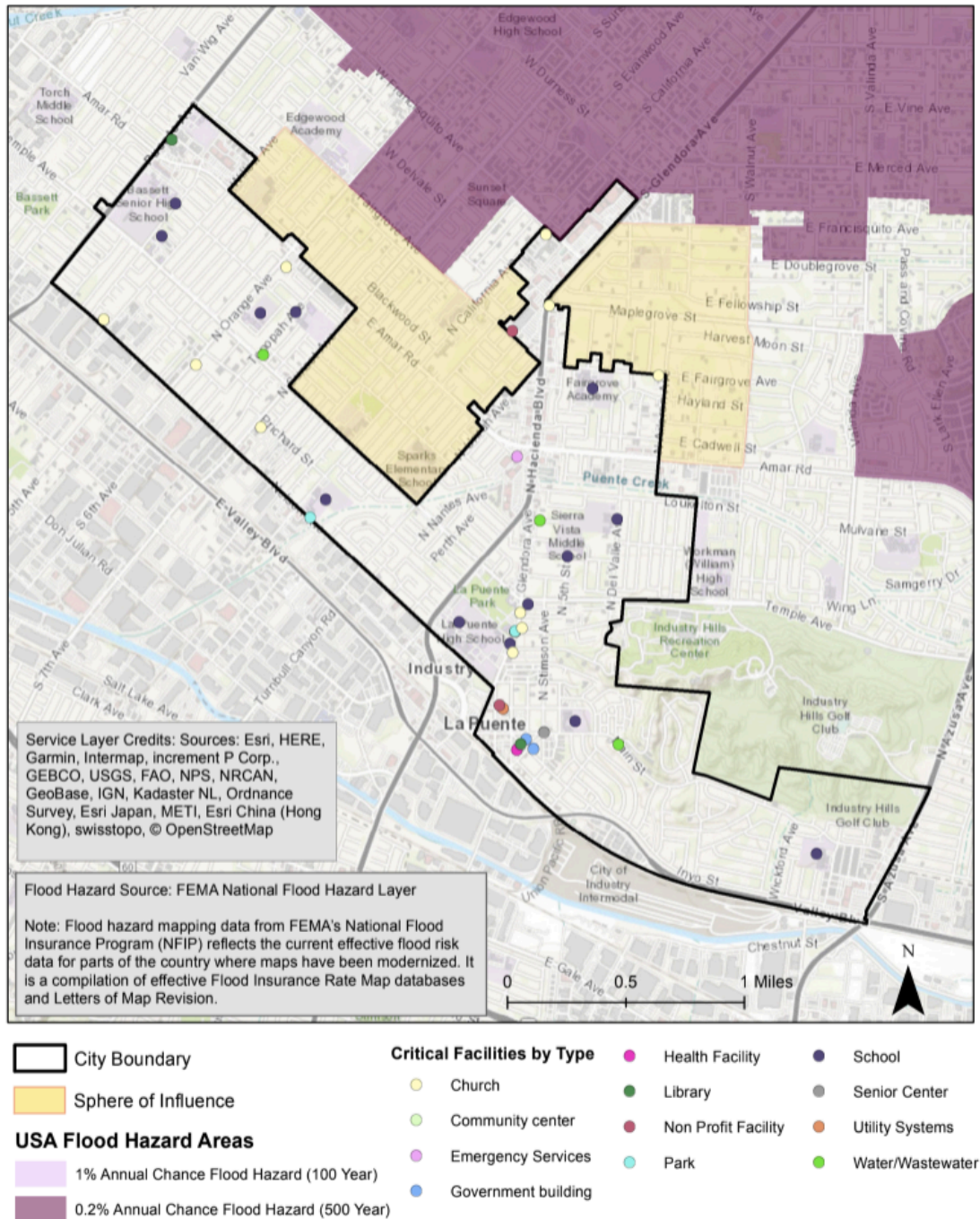
		30yr Average	30yr Range
Baseline (1961-1990)			
MODELED HISTORICAL	-	1.598 inches	1.444 - 1.796 inches
Mid-Century (2035-2064)			
MEDIUM EMISSIONS (RCP 4.5)	+0.104 inches	1.702 inches	1.445 - 2.166 inches
HIGH EMISSIONS (RCP 8.5)	+0.112 inches	1.710 inches	1.461 - 1.983 inches
End-Century (2070-2099)			
MEDIUM EMISSIONS (RCP 4.5)	+0.152 inches	1.750 inches	1.393 - 2.238 inches
HIGH EMISSIONS (RCP 8.5)	+0.247 inches	1.845 inches	1.380 - 2.362 inches

Source: Cal-Adapt 2023

²¹ Emissions scenarios (or Representative Concentration Pathways) try to capture future trends; they make predictions of how concentrations of greenhouse gasses in the atmosphere will change as a result of human activities. Current emissions are tracking close to the RCP8.5 pathway.

The City has taken steps to mitigate flooding impacts with ongoing maintenance and installation of catch basins and stormwater drains. Figure 8 shows flood hazard areas relative to public safety facilities in La Puente.

Figure 8 Flood Hazard Areas Relative to Public Safety Facilities



According to Figure 8, the 0.2 percent Annual Chance Flood Hazard (500 Year) only slightly borders the northeast border of La Puente. There is some bordering of this zone with the sphere of influence zone. There is no 1 percent Annual Chance Flood Hazard (100 Year) zone near the City of La Puente nor near the sphere of influence. There are a few public safety facilities that are closely adjacent to the 0.2 percent Annual Chance Flood Hazard zone. The closest facility is a church, First Presbyterian Church, which is located on the border of the 0.2 percent Annual Chance Flood Hazard zone. Two other churches, Hacienda Christian Fellowship and St. Andrews Presbyterian Church of La Puente are close to the same zone, as well as a non-profit facility, Delhaven Community Center.

Extreme Heat Hazards

Extreme heat events are commonly defined in California as a day where the high temperature exceeds the average high temperatures of 98 percent of the historic days between April and October. According to the Cal-Adapt online tool, the temperature threshold for an extreme heat event is 101.1°F.²² Four extreme heat days in a row is considered a heat wave. A Heat Health Event (HHE) refers to any heat event that produces adverse effects on public health, irrespective of the actual temperature.

Extreme heat and heat waves emerged as one of the major concerns among community members surveyed. Community members noted that there are not enough cooling centers or shade structures to provide relief from high temperatures. Students also responded that school yards also lack trees and shade structures. When participants were asked where they go during heat events, many responded that shopping malls were a good place to escape heat. Participants suggested that planting trees, creating more shade structures, providing cooling centers or zones and centers that provide resources to veterans and families were potential options to provide relief from heat.

Historically (1960-1990), the City of La Puente has experienced on average four extreme heat days, when the daily maximum temperature exceeded 101.1°F. Between 2035 and 2064, the City can expect to experience between 15 and 20 extreme heat days per year. Extreme heat events are also projected to last longer. Historically, extreme heat events have lasted an average of two days. Between 2035 and 2064, it is projected that extreme heat events will last an average of six days.

The greatest impacts from extreme heat events are health related. The air conditioning penetration rate (the ratio of homes with air conditioning to total homes per area in the dataset)

²² Cal-Adapt Tool. <https://cal-adapt.org/tools/local-climate-change-snapshot>

for the City of La Puente is approximately 60-80 percent.²³ While some heat-related illnesses are often minor and temporary, including heat rash and heat exhaustion, extreme heat can overwhelm the body's ability to maintain a safe internal temperature. If a person's internal temperature rises to 104 °F or above, heatstroke can occur. Heatstroke can cause fainting, seizures, and mental impairment. If left untreated, heatstroke may lead to permanent organ damage, coma, or death.²⁴

The threat of extreme heat can be higher in urban, inland areas such as La Puente, where a lack of vegetation and a high percentage of dark-colored impervious surfaces lead to higher air temperatures. Existing tree canopy in the City of La Puente occupies 19 percent of land, one percent higher than LA County average (18 percent). Possible Tree Canopy includes areas that are theoretically available for the establishment of tree canopy. It is estimated that in the City of La Puente, Possible Tree Canopy is 46 percent of land. This category includes both pervious and impervious areas (asphalt or concrete surfaces, excluding roads and buildings) where improvements could ostensibly be made to accommodate additional trees. Figure 9 shows tree canopy cover in the City of La Puente.

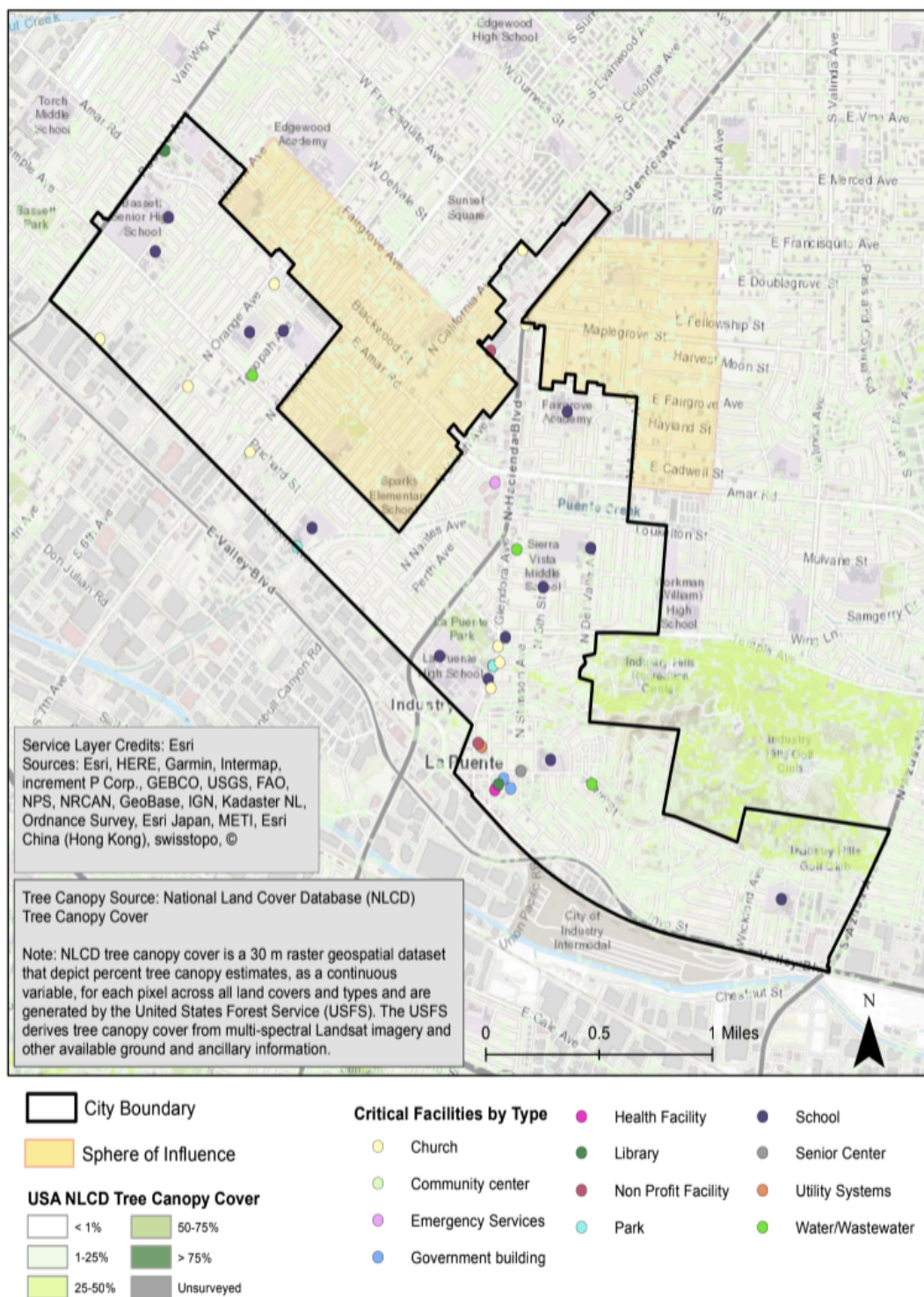
The figure indicates Tree Canopy cover is between one and 25 percent in the City of La Puente, with the densest coverage in La Puente Park and the southeast region within City limits. Adjacent to City limits in the Industry Hills Golf Club, the Tree Canopy Cover is between 25 and 50 percent.

More than half of the public safety facilities are located southeast of North Hacienda Blvd. where the densest tree canopy cover is within the City, indicating potential reprieve from extreme heat events. However, many schools and churches are in the western areas with minimal tree canopy cover which could have impacts on many of the citizens of the City of La Puente.

²³ Chien, Mo; Sanders, Kelly T; Ban-Weiss, George A, "A new method utilizing smart meter data for identifying the existence of air conditioning in residential homes" Environmental Research Letters, Vol.14 (9) , 2019
<https://iopscience.iop.org/article/10.1088/1748-9326/ab35a8>

²⁴ "Heatstroke", May Clinic,
<https://www.mayoclinic.org/diseases-conditions/heat-stroke/symptoms-causes/syc-20353581>

Figure 9 Tree Canopy Cover in La Puente



Dam Inundation

There are 103 dams in Los Angeles County, owned by 23 agencies or organizations, ranging from the federal government to homeowner associations. These dams hold billions of gallons of water in reservoirs. Releases of water from the major reservoirs are designed to protect Southern California from flood waters and to store domestic water. Seismic activity can compromise the dam structures, and the resultant flooding could cause catastrophic flooding.

Loss of life and damage to structures, roads, and utilities may result from a dam failure. Economic losses can also result from a lowered tax base and lack of utility profits. These effects would certainly accompany the failure of one of the major dams near the City of La Puente.

The City of La Puente has not recently been affected by a release/failure of any of the dams near the City, identified in the last LHMP, listed as Santa Fe Dam, Whittier Narrows Dam, and Puddingstone Reservoir. The US Army Corps of Engineers has assessed the risk level of the three dams in La Puente's vicinity, as described below.

Whittier Narrows Dam

Whittier Narrows Dam and Legg Lake are located near the intersection of the Pomona Freeway (SR-60) and Interstate 605, and the dam is owned and operated by the Los Angeles District of the US Army Corps of Engineers. In the event of a dam failure at Whittier Narrows Dam, upstream floodwaters would reach portions of unincorporated Los Angeles County adjacent to the Planning Area, just west of Puente Avenue. In 2019, USACE completed a safety study of Whittier Narrows Dam and classified the risk as extremely high in the case of dam failure.²⁵ Although unlikely, a couple of dam failure scenarios triggered by rare, extremely high rainfall events, could lead to significant downstream flooding. If a dam failure were to occur, it could impact many major roadways and highways that are considered evacuation routes.

Santa Fe Dam

Santa Fe Dam and Reservoir are located on the San Gabriel River, in the City of Irwindale, Los Angeles County, north of La Puente. It is owned and operated by the Los Angeles District of the US Army Corps of Engineers (USACE). The Santa Fe Dam's downstream floodplain includes a very small portion of the La Puente Planning Area. In the unlikely event of a dam failure, floodwaters would extend to the northwest corner of the West Puente Valley area within one

²⁵ "Whittier Narrows Dam" National Inventory of Dams, *US Army Corps of Engineers*
<https://nid.sec.usace.army.mil/#/dams/system/CA10027/risk>

and one-half hours. The Santa Fe Dam was last inspected in 2017 and has an Emergency Action Plan prepared, which was last reviewed in 2019.²⁶

The Santa Fe dam was authorized to provide flood risk management for the densely populated area between the dam site and the downstream Whittier Narrows Reservoir. The Santa Fe Dam and Reservoir is dry unless a significant rainfall event occurs, normally between the months of November and April. A risk assessment of the Santa Fe Dam was completed by USACE in 2016. The risks identified during this study determined the dam to be a moderate risk due to the combination of life, economic, or environmental consequences with likelihood of failure to be unacceptable except in unusual circumstances. The project risk is driven by the high population at risk immediately downstream of the dam as well as identified potential failure modes. The primary risk drivers for Santa Fe Dam are internal erosion of the earthen embankment adjacent to the outlet conduit and impacts on the structure due to an earthquake event. The primary consequence centers are the cities of Irwindale, Baldwin Park, El Monte, and South El Monte which are located downstream and between the Santa Fe Dam and Whittier Narrows Dam. These areas are heavily developed and will be significantly impacted as a result of flooding scenarios. The impact to La Puente would likely only include flooding in the far northwest portion of the City.

To ensure USACE is taking all steps to reduce the risk to the public, USACE will continue to work closely with state and local emergency managers, conducting emergency exercises and incorporating any new information into our Emergency Action Plan. USACE regularly inspects and monitors instruments to check the health of the dam and increases this monitoring during lake level rises. Regular maintenance and repairs are performed as needed to keep the dam functioning properly. Future risk communication activities include updates to the Emergency Action Plan and coordinating these plans with first responders and development of a formal Risk Communication Plan.

Puddingstone Creek Dam

The Puddingstone Reservoir is in the City of San Dimas near the junction of SR-57 and I-10. In the unlikely event of catastrophic failure or breach of the Puddingstone Dam, floodwaters would extend throughout most of north and west La Puente within two to three hours. Puddingstone Creek Dam is owned by Los Angeles County Department of Public Works and was last inspected on Oct 26, 2021. The US Army Corps of Engineers has determined this dam's risk to be high in the event of a dam failure and it has an Emergency Action Plan (EAP)

²⁶ "Santa Fe Dam" National Inventory of Dams, *US Army Corps of Engineers*
<https://nid.sec.usace.army.mil/#/dams/system/CA10024/summary>

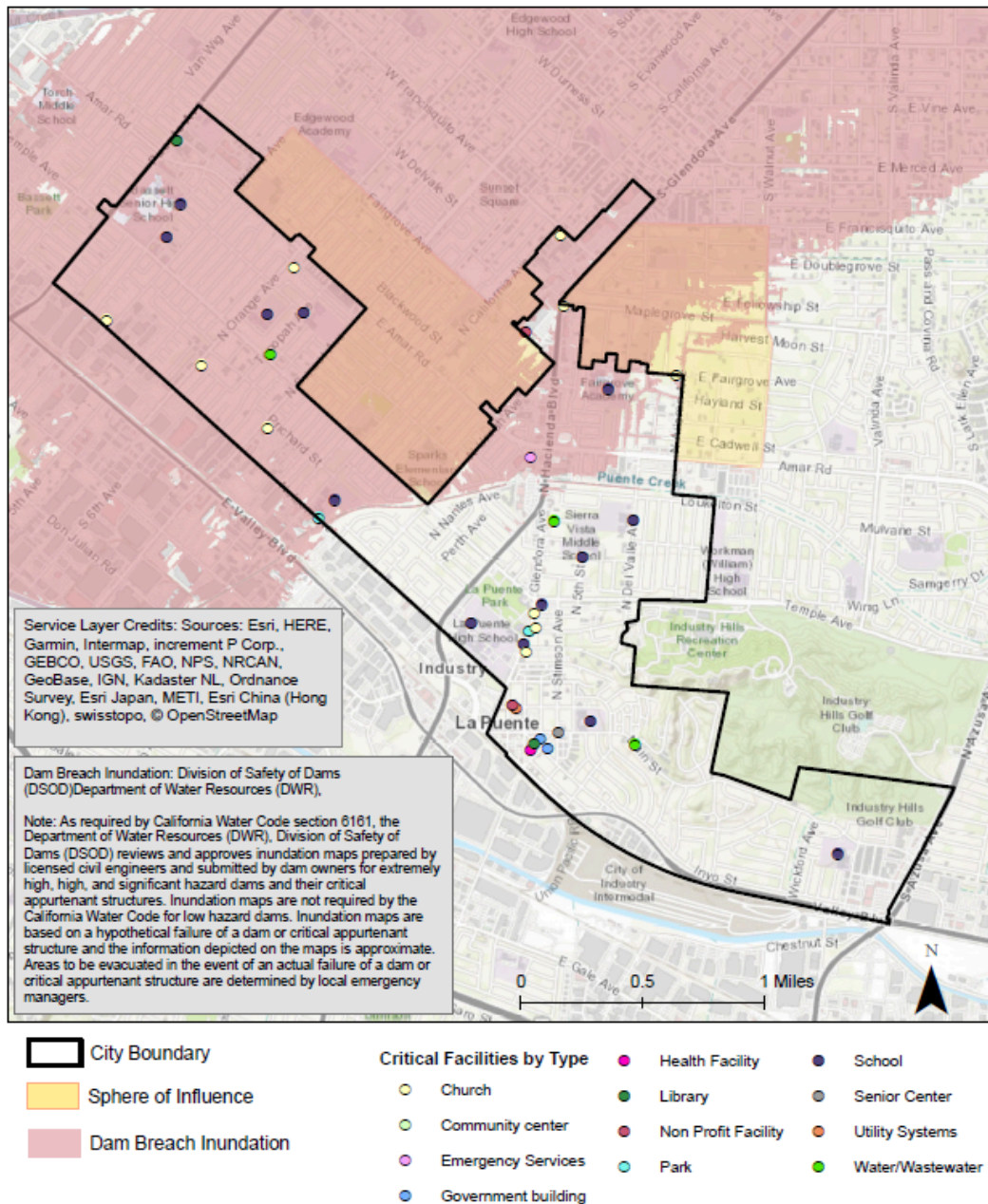
prepared which was last reviewed in 2022.²⁷ Figure 10 from the California Department of Water Resources shows the potential flooding impacts from failure of both Puddingstone Creek Dam and Santa Fe Dam, however Puddingstone Creek represents the largest area of flooding.

Figure 10, below, depicts the potential areas of impact for all nearby dams, although the furthest extent of inundation could result from a failure at Puddingstone Creek dam. As depicted below, a large portion of north and west La Puente would be impacted by flood waters if Puddingstone Creek Dam were to fail. The flood waters would also affect disaster routes on the western side of La Puente. Inundation is shown as likely to not move past La Puente Creek. On the northwest side of La Puente, Bassett Senior High School is shown as potentially raised enough to avoid inundation.

²⁷ "Puddingstone Creek Dam" National Inventory of Dams, *US Army Corps of Engineers*.
<https://nid.sec.usace.army.mil/#/dams/system/CA00194/summary>

Figure 10 Dam Breach Inundation in La Puente²⁸

Dam Breach Inundation in the City of La Puente with Critical Facilities



²⁸ Dam Breach Inundation Map Web Publisher, CA Department of Water Resources, Division of Safety of Dams (DSOD). https://fmds.water.ca.gov/webgis/?appid=dam_prototype_v2

Wildfire

Within the City of La Puente, there are no parcels inside the Fire Hazard Severity Zone within the City. However, there are several large areas of California Fire Hazard Severity Zones (FHSZ) around La Puente in both Local Responsibility Areas (LRAs) and State Responsibility Areas (SRAs). The FHSZs do not intersect the City of La Puente and are mostly in surrounding parks and open spaces to the east and south of the City. Wildfires in these areas may affect air quality through wildfire smoke or disaster routes in the case of evacuation.

Social Vulnerability

Social vulnerability and adaptive capacity describe people's sensitivity and ability to adapt to changing conditions. While climate change and environmental factors can increase people's risk of harm, there are many factors that make certain populations susceptible to harm than others including: inequities in infrastructure, environment, and living conditions; differences in health condition, age, and ability; access to education, economic opportunities, social capital, healthcare; historic and institutionalized bias and exclusion from decision-making; and many other potential factors.

According to the California Communities Environmental Health Screening Tool (CalEnviroScreen), all census tracts in La Puente are designated a disadvantaged community.²⁹ Disadvantaged communities refer to areas throughout California which most suffer from a combination of economic, health, and environmental burdens.³⁰ Based on the CalEnviroScreen data, La Puente experiences higher rates of asthma, cardiovascular disease, and low educational attainment than most other regions of California. These factors can lead to higher social vulnerability. Census tracts of La Puente scored between the 61 and 94 percentiles, meaning that these tracts experience more population characteristics that lead to social vulnerability than 61 and 94 percent of other California census tracts.

The County of Los Angeles performed their own social vulnerability analysis which included La Puente.³¹ In the County's analysis, they describe social vulnerability as the conditions that affect people's sensitivity and exposure to the impacts of climate change. Vulnerability is not an indicator of an individual's weakness or of a lack of capacity to cope with change, but rather an

²⁹ "SB 535 Disadvantaged Communities." *California Office of Environmental Health Hazard Assessment*.
<https://oehha.ca.gov/calenviroscreen/sb535>

³⁰ "Disadvantaged Communities." *California Public Utilities Commission*,
<https://www.cpuc.ca.gov/industries-and-topics/electrical-energy/infrastructure/disadvantaged-communities#:~:text=What%20is%20a%20Disadvantaged%20Community,%2C%20health%2C%20and%20environmental%20burdens>.

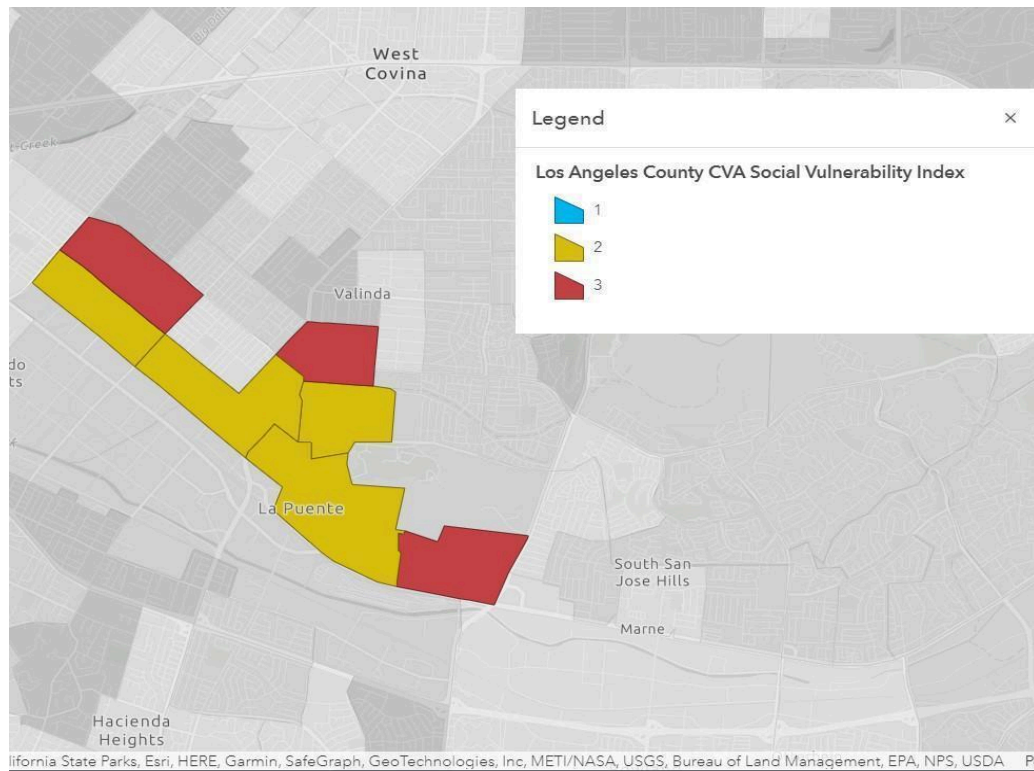
³¹ "LA County Climate Vulnerability Assessment." *County of Los Angeles*, Oct. 2021,
<https://ceo.lacounty.gov/wp-content/uploads/2021/10/LA-County-Climate-Vulnerability-Assessment-1.pdf>

indicator of the many factors, often outside an individual's control, that put them at greater risk for negative impacts from disasters, climate change, and other stressors. Climate hazards pose a risk to all County residents, but various factors can make certain populations more susceptible than others.

Los Angeles County developed their social sensitivity index using 29 data indicators. Each indicator represents a characteristic that increases an individual's sensitivity to climate hazards. There are ten categories of social sensitivity indicators: age, community and language, education, health, housing, income and wealth, occupation, transportation, access to information, and race/ethnicity. A full list of categories can be found in the County's Climate Vulnerability Analysis.³² The County used the index to analyze where communities with people who might be climate-sensitive live. This helped illustrate which geographic areas have high proportions of climate-sensitive residents. The County divided all census tracts into three categories of vulnerability with "1" being the least socially vulnerable and "3" and being the most. The map below shows the vulnerability mapping of La Puente, using census tracts, which do not correlate exactly with City boundaries, but do provide an overall picture of La Puente.

³² "LA County Climate Vulnerability Assessment." *County of Los Angeles*, Oct. 2021, <https://ceo.lacounty.gov/wp-content/uploads/2021/10/LA-County-Climate-Vulnerability-Assessment-1.pdf>

Figure 11 Social Vulnerability Index for La Puente (2021)³³



As illustrated in Figure 11, three census tracts of La Puente ranked among the most socially vulnerable of Los Angeles County. Census tracts 4077.01 just south of the Industry Hills Golf Course, 4071.01 on the far northwest of the City and 4076.01, near Valinda are all shown as the next most socially sensitive areas. The rest of the City is in the middle third of social vulnerability for Los Angeles County.

Human Caused and Technological Hazards

The California Health and Safety Code defines a hazardous material as any material that, due to quantity, concentration, physical, or chemical characteristics, poses a significant potential hazard to public health and safety or to the environment. The manufacturing, use, and transport of hazardous materials are considered potential human activity hazards. City cleanliness was a

³³ "Los Angeles County CVA Social Sensitivity Index." *County of Los Angeles Open Data*, https://data.lacounty.gov/datasets/709afd7548f6491eb74c2928e6ce06df_0/explore?filters=eyJJDZW5zdXNfVHJhY3QiOlsiQ2Vuc3VzIFRyYWNOIDQwNzcuMDIiLCJDZW5zdXMgVHJhY3QgNDA3MS4wMiIsIkNlbnN1cyBUcmFjdCA0MDcyliwiQ2Vuc3VzIFRyYWNOIDQwNzEuMDEiLCJDZW5zdXMgVHJhY3QgNDA3Ni4wMSIsIkNlbnN1cyBUcmFjdCA0MDc3LjAxliwiQ2Vuc3VzIFRyYWNOIDQwNzYuMDIiXX0%3D&location=34.035912%2C-117.940370%2C12.00

recurring theme in survey responses and interviews with community members. Residents reported concern over litter and dumping in the streets.

Commercial and industrial businesses located in La Puente and nearby communities use hazardous materials, including such businesses as dry cleaners, film processors, auto service providers, landscape contractors, and paint shops. Larger businesses, primarily in industrial areas, can generate, use, and/or store large quantities of hazardous products. The current regulatory environment provides a high level of protection from hazardous materials manufactured, transported to businesses, and stored within La Puente. Federal, State, and County agencies enforce regulations for hazardous waste generators and users. Approximately 100 hazardous waste generators exist in the vicinity of La Puente. Most are in the City of Industry and adjacent unincorporated areas.

La Puente's land use pattern separates industry from residential uses. However, commercial freight carriers transporting hazardous substances along the Pomona Freeway or along the railway's present potential hazards. The City contracts with the LA County Fire Department's Emergency Operations Section for 24-hour emergency response services to hazardous materials incidents. Emergency responders identify unknown substances, monitor spills and releases for safe and immediate mitigation, and identify responsible parties for payment of cleanup costs. The LA County Fire Department also runs the Health Hazardous Materials which is the Certified Unified Public Agency (CUPA) for Los Angeles County. Health Hazardous Materials administers the following programs within Los Angeles County; the Hazardous Waste Generator Program, the Hazardous Materials Release Response Plans and Inventory Program, the California Accidental Release Prevention Program (Cal-ARP), the Aboveground Storage Tank Program and the Underground Storage Tank Program.³⁴

The Inspection Division of the Fire Department's Emergency Operation section inspects hazardous material handling and hazardous waste-generating businesses to assure compliance with federal, State, and local laws and regulations. Additionally, Inspection Division staff respond to medical waste emergencies, assist law enforcement agencies with response to illegal drug labs and investigate resident and business complaints.

Residents also use a range of household hazardous products. To address household hazardous wastes, the City, in partnership with the County of Los Angeles Public Works Dept and the LA County Sanitation Districts, sponsors programs that raise awareness of proper use, storage, and disposal of household hazardous wastes and hosts an annual household hazardous waste events so residents may safely dispose of household hazardous items. These efforts also support the City's commitment to minimize pollutants in urban runoff.

³⁴ Certified Unified Program Agency (CUPA), *County of Los Angeles Fire Department*, <https://fire.lacounty.gov/cupa-programs/>

The following topics related to human caused and technological hazards are described and analyzed using CalEnviroScreen, and further explored in the City's Environmental Justice Element.

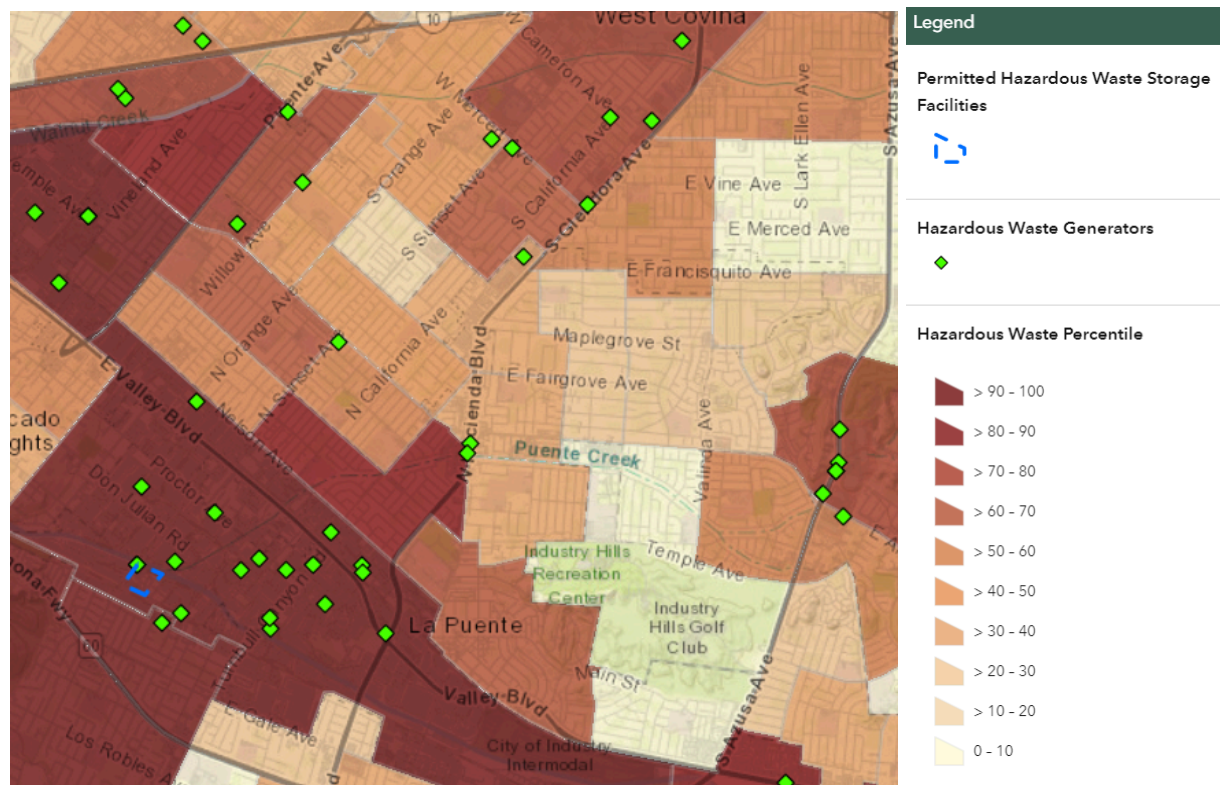
Hazardous Waste

Hazardous waste differs from standard waste in that it contains chemicals that may be harmful to health. Only select facilities are allowed to treat, store, or dispose of hazardous waste. A variety of substances are considered to be hazardous waste, including used automotive oil, highly toxic waste materials produced by factories and businesses, and other substances. When hazardous materials become waste, they are transported from businesses that generate the waste to permitted facilities for recycling, treatment, storage, or disposal. Studies have found that hazardous waste facilities are often located near poor neighborhoods and communities of color. Hazardous waste facilities often are cause for concerns about effects on health and the environment in the communities where they operate.

The Los Angeles County Fire Department, Health Hazardous Materials Division tracks hazardous materials handlers to ensure appropriate reporting and compliance. The Division inspects businesses that generate hazardous waste, conducts criminal investigations, provides site mitigation oversight, and undertakes emergency response operations. Such inspections reduce risks associated with exposure to hazardous materials and adverse effects on the environment.

To assess hazardous waste exposure, CalEnviroScreen generates their indicator score by considering the number of permitted Treatment, Storage and Disposal Facilities, large generators of hazardous waste or chrome plating facilities, and the distance to the census tract from 2018-2020. Figure 12 below shows the hazardous waste sites and scores for La Puente and surrounding areas.

Figure 12 Hazardous Waste Sites and Scores for La Puente and Surrounding Area³⁵



La Puente received a wide variety of hazardous waste scores, with the lowest score of seven in census tract ending in 7701 and the highest score of 85 in census tract ending in 7200. This means that residents of La Puente south of the Industry Hill Golf Club have less hazardous waste exposure than seven percent of California census tracts, while residents of central La Puente have more hazardous waste exposure than 85 percent of census tracts in the state. Numerous hazardous waste sites are located south of the City and the hazardous sites located within the City are listed in Table 3 below.

Table 3 Hazardous Waste Sites in La Puente

Facility Name	EPA ID
CVS PHARMACY # 4065	CAR000232744
CVS PHARMACY # 9629	CAR000237768
KAISER PERMANENTE LA PUENTE HACIENDA MEDICAL OFFICES	CAL000414653

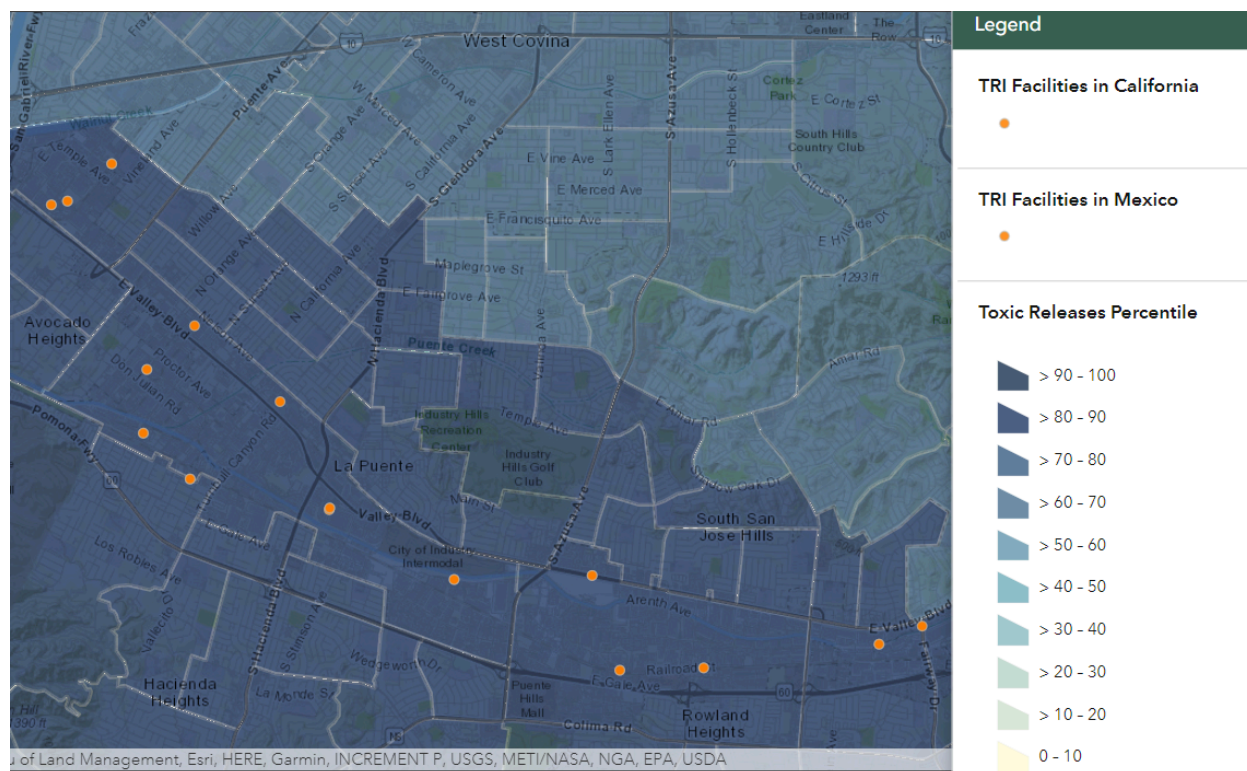
³⁵ "Hazardous Waste Generators and Facilities." CA Office of Environmental Health Hazard Assessment, <https://oehha.ca.gov/calenviroscreen/indicator/hazardous-waste-generators-and-facilities>

Toxic Release

Facilities that make or use toxic chemicals can release these chemicals into the air, which can be harmful to human and environmental health. Exposure to toxic chemical releases can cause both short term and long-term negative impacts, including serious health conditions. These chemicals are sometimes detected in the air of communities nearby. People living near facilities may breathe contaminated air regularly or if contaminants are released during an accident.

CalEnviroScreen evaluates toxic release by modeling air concentration of chemical releases from the emissions of large facilities and averaging them over 2017 to 2019. This indicator takes the air concentration and toxicity of the chemicals to determine the toxic release score. The map below shows the toxic release scores and facilities for La Puente and surrounding areas.

Figure 13 Toxic Release Sites and Scores for La Puente and Surrounding Areas³⁶



³⁶ "CalEnviroScreen 4.0 Indicator Maps." *CalEnviroScreen*,

https://experience.arcgis.com/experience/ed5953d89038431dbf4f22ab9abfe40d/page/Indicators/?data_id=widget_313_output_0%3A0%2CdataSource_41-17c4bf84f3f-layer-2%3A6322&views=Toxic-Releases-from-Facilities

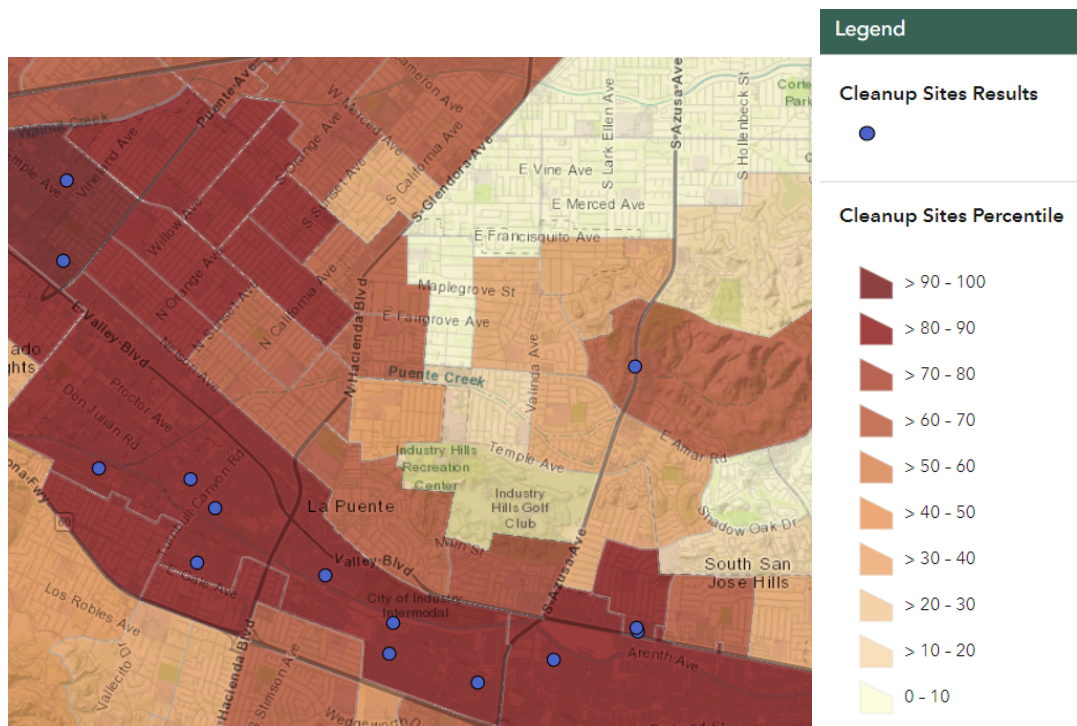
The toxic release percentile for the census tracts of La Puente ranges from 81 to 84, meaning that there is more toxic release impacts in La Puente than in 81 to 84 percent of other California census tracts. While there are no toxic release sites in La Puente itself, there are numerous sites south and west of the City. These toxic release sites negatively impact La Puente's citizens.

Cleanup Sites

Cleanup sites are locations that are contaminated with hazardous chemicals and require cleanup of those materials by the property owners or the government. If left untreated, chemicals at these sites can move through the air or groundwater, spreading contamination to adjacent areas. Communities near cleanup sites are more likely to be exposed to these harmful chemicals. Some studies have shown that neighborhoods with cleanup sites are generally poorer and have more people of color than other neighborhoods. Cleaning up these sites can be a lengthy process that may take many years or even decades to complete.

To assess cleanup sites scores, CalEnviroScreen calculates the number of cleanup sites including Superfund sites on the National Priorities List, the type of site, and the distance to the census tract being assessed as of July 2021. The map below shows these cleanup sites and scores for La Puente and surrounding areas.

Figure 14 Cleanup Sites and Scores for La Puente and Surrounding Areas³⁷



³⁷ "Cleanup Sites." OEHHA, <https://oehha.ca.gov/calenviroscreen/indicator/cleanup-sites>

The cleanup site percentile for the census tracts of La Puente ranges from 46 to 88, meaning that there are more toxic release impacts in La Puente than in 46 to 88 percent of other California census tracts. While CalEnviroScreen does not list any cleanup sites in La Puente there is an Environmental Protection Agency (EPA) designated Superfund site in the City which is not on the National Priorities List, and, there are numerous sites south and west of the City. The far northwest census tracts of La Puente had the highest cleanup scores in the City.

The EPA Superfund site in La Puente is named San Gabriel Valley (Area 4) and is located at Stimson Ave and Old Valley Blvd.³⁸ The site is a five-square-mile area of contaminated groundwater. Remedial design and remedy construction activities are ongoing at this site. The most recent EPA review of the site was done in 2016. According to that review, the remedy proposed for the site is anticipated to be protective of human and environmental health once completed. The remedial activities completed to date have controlled exposure pathways, and continued protectiveness of the site requires the remedial design and activities to be completed.

Groundwater Threats

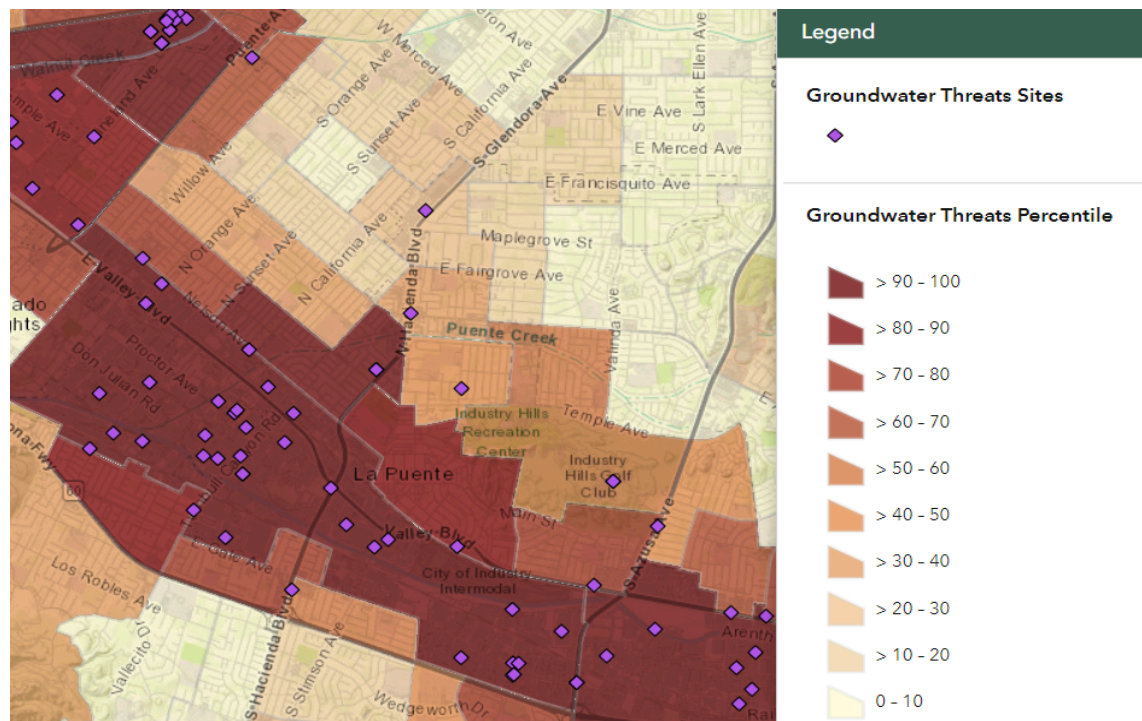
Hazardous chemicals are often stored in containers on land or in underground storage tanks, but leaks from storage containers can lead to the contamination of soil and groundwater. Common pollutants that threaten groundwater and soil include gasoline or diesel fuels at gas stations, solvents, heavy metals, or pesticides.

In the 1990s, the State of California's Department of Toxic Substances Control aggressively pursued a program to identify and force remediation of leaking underground storage tanks throughout the state. Fuel leaks from these storage tanks can result in substantial soil and groundwater contamination. Most of the contaminated sites identified in La Puente are gasoline stations.

The CalEnviroScreen indicator which assesses groundwater threats is calculated by consideration of the number of groundwater cleanup sites, the type of site, and the distance to the census tract as of July 2021. The groundwater threats percentiles for La Puente range from 38-92 depending on census tract. This means that the number and type of groundwater threats is higher than 38-92 percent of the census tracts in California (Figure 15).

³⁸ "San Gabriel Valley (Area 4) La Puente, CA" *United States Environmental Protection Agency*. <https://cumulis.epa.gov/supercpad/cursites/csitinfo.cfm?id=0902091>

Figure 15 Groundwater Threat Sites in and near La Puente³⁹



Within the City are relatively few groundwater threats, however, there are numerous sites south and northwest of La Puente which may impact La Puente residents. The six groundwater threats identified by CalEnviroScreen that are located in La Puente are listed in Table 4.

Table 4 Groundwater Threat Sites in La Puente

Facility Name	Type	Site ID	Status	Potential Contaminants of Concern
Kamdat Investment, Inc. ⁴⁰	LUST Cleanup Site	T10000013891	Open - Site Assessment	Waste oil / Motor / Hydraulic / Lubricating

³⁹ "CalEnviroScreen 4.0 Indicator Maps." CalEnviroScreen,

<https://experience.arcgis.com/experience/ed5953d89038431dbf4f22ab9abfe40d/page/Indicators/?views=Groundwater-Threats>

⁴⁰ "Kamdat Investment, Inc. (T10000013891)." CA State Water Resources Control Board GeoTracker,

https://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000013891

Mobil #18-M5R (Former) ⁴¹	LUST Cleanup Site	T0603703031	Open - Remediation	Gasoline
Liberty Cleaners ⁴²	Cleanup Program Site	T10000014829	Open - Inactive	None specified
Oil & Solvent Process Company ⁴³	Cleanup Program Site	SL603798554	Open - Inactive	Volatile Organic Compounds
Alternative Auto Engineering ⁴⁴	Cleanup Program Site	T10000015520	Open - Inactive	None specified
La Puente Gas Station and Food Mart ⁴⁵	LUST Cleanup Site	T0603705543	Open - Remediation	Gasoline

Solid Waste Sites

Solid waste sites are locations where household garbage and other waste are collected, processed, or stored. These sites include landfills, composting, and recycling facilities. This waste may come from homes, factories, or businesses. Regulated facilities as well as non-permitted sites which are out of compliance with the law can potentially harm the environment and expose people to hazardous substances. Solid waste facilities can also raise community concern about odors, vermin, and truck traffic.

To assess solid waste exposure, CalEnviroScreen calculates their indicator by considering the number of solid waste facilities, including illegal sites, type of site, and the distance to the census tract, as of July 2021. The solid waste percentile for La Puente ranges from 0 to 64. The census tract that scores 64 indicates that that census tract has more exposure to solid waste sites than 64 percent of the census tracts in California. As shown in Figure 16 below, no solid waste sites are located directly in the City of La Puente.

⁴¹ "Mobil #18-M5R (Former)(T0603703031)." *CA State Water Resources Control Board GeoTracker*, https://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T0603703031

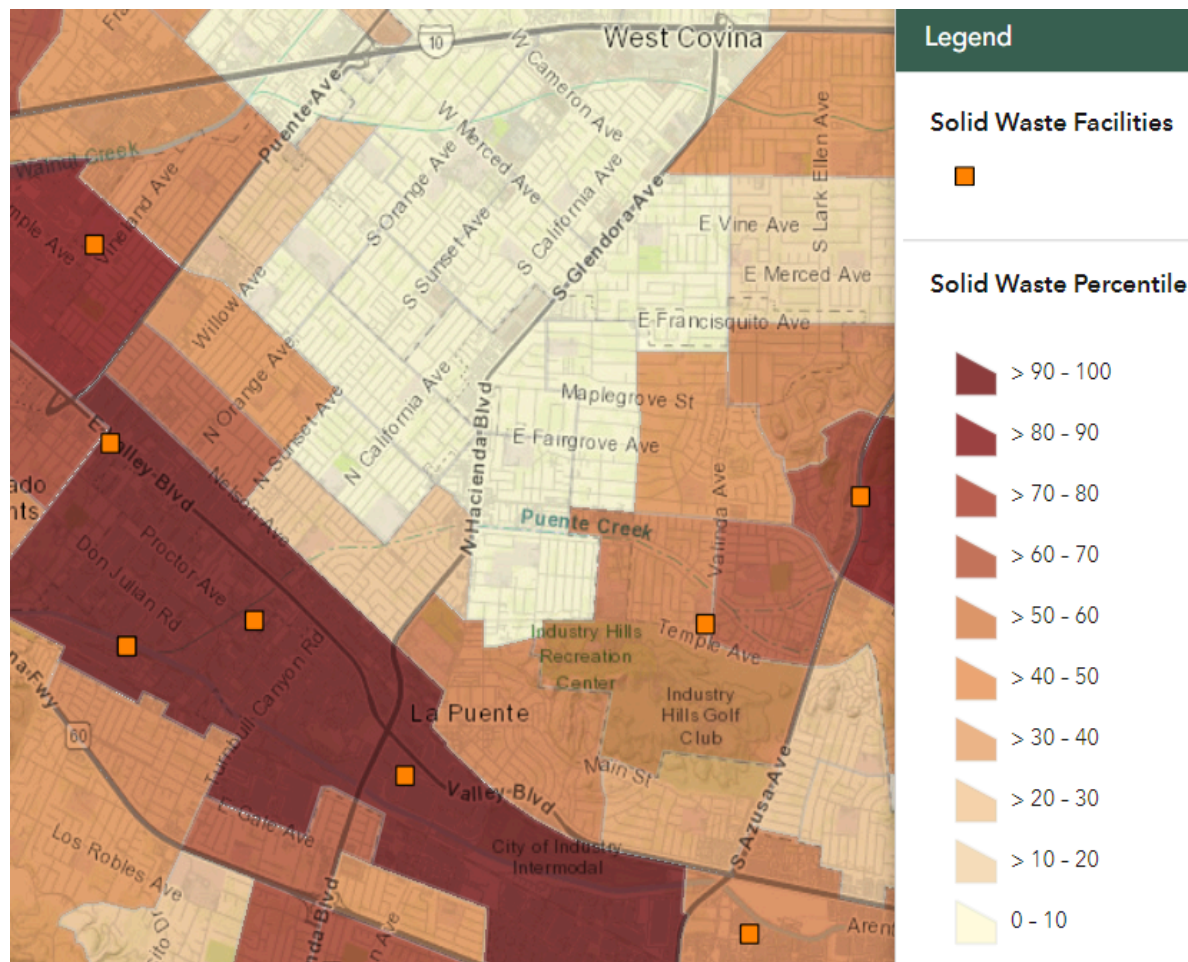
⁴² "Liberty Cleaners (T10000014829)." *CA State Water Resources Control Board GeoTracker*, https://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000014829

⁴³ "Oil & Solvent Process Company (SL60379554)" *CA State Water Resources Control Board GeoTracker*, https://geotracker.waterboards.ca.gov/profile_report.asp?global_id=SL603798554

⁴⁴ "Alternative Auto. Engineering (T10000015520)" *CA State Water Resources Control Board GeoTracker*, https://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000015520

⁴⁵ "La Puente Gas Sta & Food Mart (T0603705543)" *CA State Water Resources Control Board GeoTracker*, https://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T0603705543

Figure 16 Solid Waste Facilities and Solid Waste Percentiles Scores in La Puente



Public Health Emergencies

Public health emergency hazards include transmittable diseases and environmental hazards, including adverse weather conditions. The City of La Puente does not have a health department, but the County of Los Angeles's Department of Public Health provides public health services and resources. The County's coronavirus response plan provides guidance applicable to multiple types of public health emergencies including encouraging residents to wear facial masks, get vaccinated against infectious diseases, limit exposure to sick individuals, increase ventilation in indoor spaces, and wash hands regularly.⁴⁶ Businesses are encouraged to provide signage outlining their guidelines on masking, maintaining social distance to limit exposure and other considerations, and to assist their employees in complying with these

⁴⁶ "Best Practices to Prevent COVID-19: Guidance for Businesses and Employers." *County of Los Angeles Public Health*, <http://publichealth.lacounty.gov/acd/ncorona2019/BestPractices/>

recommendations through the provision of free masks, or allowed time off for vaccination appointments.

There are many ways to prepare for public health emergencies, as outlined in the City of Los Angeles's LHMP.⁴⁷ These measures include prevention through vaccination and personal emergency and disaster preparation, which can help to reduce the impacts of human health hazards. Additionally, it is crucial to integrate medical and response personnel into a unified command to provide care when needed in response to human health hazards.

To ensure effective response to public health emergencies, it is vital that medical and response personnel are adequately trained and supplied. Furthermore, all-hazard contingency planning should be regularly updated and functional to address any possible emergencies that may arise. To keep the public informed about human health hazards, a system should be in place to deliver a unified message. Health agencies and facilities also need to have surge capacity management and adapt to the increasing number and needs of the region.

Goals, Policies, and Actions

This section provides goals, objectives, and actions to build adaptive capacity and increase resilience to natural hazards, including those exacerbated by climate change, human caused hazards, and public health emergencies. The following list of goals, objectives and actions are meant to augment mitigation and preparedness policies in the existing General plan and Local Hazard Mitigation Plan. Many policies and actions in this section work to address multiple hazards and are indicated by hazard icons. Special consideration is given to addressing policy gaps to better protect the City of La Puente's socially vulnerable populations and communities.

⁴⁷ "City of Los Angeles 2018 Local Hazard Mitigation Plan." *City of Los Angeles Emergency Management Department*, January 2018, https://emergency.lacity.gov/sites/g/files/wph1791/files/2021-10/2018_LA_HMP_Final_with_maps_2018-02-09.pdf

Goal 1: Reduce risk from earthquakes, liquefaction, flooding, and dam inundation hazards.

Policy 1.1 Require appropriate geotechnical studies or require standard building and remediation measures for all new proposed development projects on properties identified as subject to liquefaction or landslides.

Actions

- 1.1.1 Implement Los Angeles County Building Code seismic safety standards for construction of new buildings and update the City's code as needed in response to new information and standards developed at the State level.
- 1.1.2 Encourage the upgrading of older buildings, including unreinforced masonry buildings, to comply with current Los Angeles County Building Codes.
- 1.1.3 Apply and enforce development standards and building construction codes pursuant to California state codes.

Policy 1.2 Apply and enforce earthquake safety standards for buildings, focusing on areas with expansive soils and unreinforced masonry buildings.

Actions

- 1.2.1 Continue a regular schedule of reviewing and updating the City's building codes and adopting the Los Angeles County Building Code every three years.

Goal 2: Safe use, transport, and disposal of hazardous materials.

Policy 2.1 Coordinate with federal, State, and County agencies to reduce risks to residents associated with the use or transport of hazardous materials.

Actions

- 2.1.1 Coordinate with the County of Los Angeles Department of Public Works in its efforts to monitor businesses that transport, handle, and generate hazardous materials to ensure proper disposal.
- 2.1.2 Continue to coordinate with the California Department of Toxic Substances Control and the Regional Water Quality Control Board to identify sites with fuel leaks from underground storage tanks and other hazardous waste contamination and facilitate appropriate remediation efforts per the requirements of California Department of Toxic Substances Control and Regional Water Quality Control Board.
- 2.1.3 Work in partnership with the County and neighboring jurisdictions to collaboratively reduce risks from hazardous materials across jurisdictional boundaries.

Policy 2.2 Educate the community regarding the safe use and disposal of household hazardous wastes.

Actions

- 2.2.1 Provide information through the City's website and other publications about commonly used hazardous materials; safe recycling and disposal methods; and the location and hours of the nearest household hazardous waste collection center or event.

Policy 2.3 Continue to contract with experienced and well-qualified service providers for hazardous materials response.

Actions

- 2.3.1 Maintain communication with the Los Angeles County Fire Department's Certified Unified Public Agency to stay up to date with the guidance on hazardous materials response issued by their Hazardous Waste and Hazardous Materials program and obtain a list of well-qualified service providers.

Goal 3: Provide adequate emergency response to public health and safety threats.

Policy 3.1 Plan for emergencies in coordination with emergency response agencies.

Actions

- 3.1.1 Seek funding opportunities to prepare and adopt an Emergency Operations Plan (EOP) in coordination with the Los Angeles County Sheriff and Fire Departments and the Los Angeles District Army Corps of Engineers, as well as adjacent cities. Review and update the EOP biennially.
- 3.1.2 Work with local organizations and school districts to identify emergency shelters and equipment.

Policy 3.2 Promote public awareness of emergency procedures for residents, the business community, City staff, and public officials.

Actions

- 3.2.1 Coordinate community workshops where residents can learn about safety concerns and learn about the City's efforts to mitigate risk to people and property.
- 3.2.2 Consider implementing a volunteer training program to provide basic emergency response skills through the federal Community Emergency Response Team (CERT) program and to establish a program in collaboration with community groups to educate other community members of emergency procedures and how to prepare for disaster events.
- 3.2.3 Create a brochure about emergency response procedures routes. Make the brochure available to businesses, community groups, and schools in both English and Spanish. Post the brochure and other safety tips on the City's website. Provide links to other emergency education sites.

Goal 4: Maintain a high level of fire and police protection for residents, businesses, and visitors in La Puente

Policy 4.1 Solicit and support community participation in crime prevention through local programs.

Actions

- 4.1.1 Support and collaborate with local crime prevention programs.
- 4.1.2 Work with property owners to address and abate vandalism on private property and encourage property owners and residents to participate in crime prevention through the City's online reporting application.
- 4.1.3 Review all new development proposals for sensitivity to crime prevention through project design. Encourage incorporation of design features that employ adequate lighting and place increased emphasis on public areas.

Policy 4.2 Support development of community and recreational facilities and programs to reduce the potential for criminal activity among youth through coordination with the County, community groups, and other regional organizations that provide activities for youth.

Actions

- 4.2.1 Work with the School Districts to increase sports programs and other activities to reduce criminal activity among youth. Distribute information on youth programs at all City-sponsored events.
- 4.2.2 Encourage community groups to provide safe activities for youth after school and throughout the weekend.
- 4.2.3 Properly maintain and operate the grounds and facilities of La Puente Park to minimize vandalism and crime at the Park and maximize public use and enjoyment.

Policy 4.3 Periodically evaluate police and fire services to ensure public safety.

Actions

- 4.3.1 Strive to minimize police response time by patrol officers by providing adequate numbers of sworn officers, special bicycle and foot patrols, patrols in response to criminal activity, and patrols that manage special events.
- 4.3.2 Annually evaluate the City's mutual aid agreements to ensure that adequate police and fire protection services are provided in the event of an emergency.

Policy 4.4 Provide public information about fire, crime, and emergency preparedness to residents, schools, and community organizations.

Actions

- 4.4.1 Provide information concerning crime prevention through physical design on the City's website, social media, public counter, and distribute a brochure to institutions and neighborhood organizations.
- 4.4.2 Work with the Los Angeles County Sheriff's Department to encourage open dialog between City residents and the Sheriff's Department to help bridge any gaps in communication that may exist between these two groups and reinforce community policing practices.

Policy 4.5 Provide the level of funding necessary for high level of police and fire protection.

Actions

- 4.5.1 Seek out grants as they become available for police, fire, and emergency services.
- 4.5.2 When the City renews service contracts with the Los Angeles County Sheriff's Department, evaluate the number of officers, total population, response times, and crime statistics to ensure that appropriate levels of law enforcement are provided citywide.

Goal 5: Prepare current and future communities for climate impacts.

Policy 5.1 Reduce risk to buildings and infrastructure in hazard areas.

Actions

- 5.1.1 Review standards to ensure that new developments and substantial remodels in at-risk areas incorporate low-impact, resilient, infrastructure and are protected from potential impacts of flooding and significant storm events.

Policy 5.2 Increase access to information, awareness and education around climate hazards

Actions

- 5.2.1 Consider developing policies that require residential property managers and landlords to disclose hazard risk information to renters in a manner similar to that required when residential properties are sold, including if the property is listed on a fragile housing inventory.
- 5.2.2 Work with community partners to develop an awareness and education program for city residents for natural disaster and hazard events, including providing information on the City's website and through social media channels on preparing for natural disaster and hazard events.

Policy 5.3 Encourage incorporation of green infrastructure in future development.

Actions

- 5.3.1 Require and/or incentivize green infrastructure in future developments and, when possible, use green infrastructure as a preferred alternative.
- 5.3.2 Design roadway projects to include trees and landscape buffer areas.

Policy 5.4 Increase the community's preparedness and resilience to extreme heat.

Actions

- 5.4.1 Establish cooling centers to reduce La Puente residents' vulnerability to extreme heat events.
- 5.4.2 Support critical facilities, such as schools, hospitals, and cooling centers to operate on micro-grids, which use various redundant backup systems including generator power and solar power sources.
- 5.4.3 Coordinate with LA County Department of Public Health to distribute information on climate impacts to vulnerable populations including actions they can take to reduce exposure to unhealthy conditions.
- 5.4.4 Shade public parks, open spaces, and provide shade structures along transportation routes, including bus shelters.
- 5.4.5 Support residential energy efficiency and weatherization programs.
- 5.4.6 Increase the City's urban tree canopy to provide shade to residential neighborhoods.
- 5.4.7 Promote the use of cooling techniques to reduce the heat retention of pavement and other outdoor surfaces.
- 5.4.8 Coordinate with Los Angeles County's Planning department to support regional approach to heat mitigation consistent with the County's 2022 Safety Element.
- 5.4.9 Increase the resilience capacity of La Puente's most vulnerable communities by focusing planning and implementation in these communities and ensure representatives of those communities have a role in the decision-making process.

Policy 5.5 Reduce residential and municipal water use.

Actions

- 5.5.1 Continue to implement the City's Water Efficient Landscape Ordinance.
- 5.5.2 Consider programs to educate and increase awareness among the community of water conservation measures and water efficient landscaping.
- 5.5.3 Coordinate with water providers in the City to inform residents of existing water conservation programs, resources, and rebates.

Policy 5.6 Reduce the risk to property from urban flooding.

Actions

- 5.6.1 Continue the City's sandbag distribution program to provide residents access to sandbags in advance of upcoming storms.
- 5.6.2 Infiltrate runoff from developments on-site, where feasible, to minimize potential increases in stormwater flows.

Implementation Actions and Programs

The following table (Table 3) demonstrates how the City will implement the Safety Element Goals, Policies and Actions by various departments. Some are currently implemented by the entities indicated in the table while others represent safety and resilience best practices that the City hopes to put in place on an ongoing, short, medium, or long-term basis.

Table 3 Implementation Actions

Action #	Description	Time Frame	Funding Source	Responsible Department(s)
1.1.1	Implement Los Angeles County Building Code seismic safety standards for construction of new buildings and update the City's code as needed in response to new information and standards developed at the State level.	Ongoing	Special assessments or fees, general fund allocation, building permit fees	Building and Safety
1.1.2	Encourage the upgrading of older buildings, including unreinforced masonry buildings, to comply with current Los Angeles County building codes.	Medium-Term	Tax incentives or rebates, low-interest loans, public-private partnerships	Building and Safety
1.1.3	Apply and enforce development standards and building construction codes pursuant to the Los Angeles County Building Code.	Ongoing	Code enforcement fees, fines and penalties, grants or partnerships	Building and Safety

1.2.1	Continue a regular schedule of reviewing and updating the City's building codes and adopting the Los Angeles County Building Code every three years.	Ongoing	General fund allocation, state or federal grants	Building and Safety
2.1.1	Coordinate with the County of Los Angeles Department of Public Works in its efforts to monitor businesses that transport, handle, and generate hazardous materials to ensure proper disposal.	Ongoing	Compliance fees	Public Works
2.1.2	Continue to coordinate with the California Department of Toxic Substances Control and the Regional Water Quality Control Board to identify sites with fuel leaks from underground storage tanks and other hazardous waste contamination and facilitate appropriate remediation efforts per the requirements of California Department of Toxic Substances Control and Regional Water Quality Control Board.	Long-Term	State grants, environmental protection funds	Public Works
2.1.3	Work in partnership with the County, and neighboring jurisdictions to collaboratively reduce risks from hazardous materials across jurisdictional boundaries.	Ongoing	Intergovernmental grants, joint funding agreements	City Manager's Office
2.2.1	Provide information through the City's website and other publications about commonly used hazardous materials; safe recycling and disposal methods; and the location and hours of the nearest household hazardous waste collection center or event.	Medium-Term	Public awareness grant funding	Public Works
2.3.1	Maintain communication with the Los Angeles County Fire Department's Certified Unified Public Agency to stay up to date with the guidance on hazardous materials response issued by their Hazardous Waste and Hazardous	Ongoing	Department budget allocation, cooperative agreements	City Manager's Office

	Materials program and obtain list of well-qualified service providers.			
3.1.1	Seek funding opportunities to prepare and adopt an Emergency Operations Plan (EOP) in coordination with the Los Angeles County Sheriff and Fire Departments and the Los Angeles District Army Corps of Engineers, as well as adjacent cities. Review and update the EOP biennially.	Long-Term	Emergency management grants	Planning
3.1.2	Work with local organizations and school districts to identify emergency shelters and equipment.	Medium-Term	Community development grants, partnerships and sponsorships	Building and Safety
3.2.1	Coordinate community workshops where residents can learn about safety concerns and learn about the City's efforts to mitigate risk to people and property	Short to Medium-Term	Community development grants	Community Services
3.2.2	Consider implementing a volunteer training program to provide basic emergency response skills through the federal Community Emergency Response Team (CERT) program and establish a program in collaboration with community groups, to educate other community members of emergency procedures, and how to prepare for disaster events.	Ongoing	Volunteer grants, donations and sponsorships	Community Services
3.2.3	Create a brochure about emergency response procedures routes. Make the brochure available to businesses, community groups, and schools in both English and Spanish. Post the brochure and other safety tips on the City's website. Provide links to other emergency education sites.	Short-Term	Communication and outreach budget	Community Services
4.1.1	Support and collaborate with local crime prevention programs.	Ongoing	Community development grants	Community Services

4.1.2	Work with property owners to address and abate vandalism on private property and encourage property owners to use building materials that are resistant to graffiti yet are consistent with the City's design policies.	Ongoing	Community cleanup grants	Building and Safety/Public Works
4.1.3	Review all new development proposals for sensitivity to crime prevention through project design. Encourage incorporation of design features that employ adequate lighting and place increased emphasis on public areas.	Ongoing	Planning development fees, collaboration with developers	Building and Safety
4.2.1	Work with the School Districts to increase sports programs and other activities to reduce criminal activity among youth. Distribute information on youth programs at all City-sponsored events.	Long-term	Education grants, joint funding agreements	Community Services
4.2.2	Encourage community groups to provide safe activities for youth after school and throughout the weekend.	Long-term	Community grants	Community Services
4.2.3	Properly maintain and operate the grounds and facilities of La Puente Park to minimize vandalism and crime at the Park and maximize public use and enjoyment.	Ongoing	City budget allocation, park improvement grants, park district funding, community development block grants, park user fees	Parks
4.3.1	Strive to minimize police response time by patrol officers by providing adequate numbers of sworn officers, special bicycle and foot patrols, patrols in response to criminal activity, and patrols that manage special events.	Short-term	Public safety budget, grant opportunities	Community Services
4.3.2	Annually evaluate the City's mutual aid agreements to ensure that adequate police and fire	Ongoing	General fund allocation	City Manager's Office

	protection services are provided in the event of an emergency.			
4.4.1	Provide information concerning crime prevention through physical design on the City's website, social media, public counter, and distribute a brochure to institutions and neighborhood organizations.	Short-term	Communication and outreach budget, public safety grants	Community Services
4.4.2	Work with the Los Angeles County Sheriff's Department to encourage open dialog between City residents and the Sheriff's Department to help bridge any gaps in communication that may exist between these two groups and reinforce community policing practice.	Ongoing	Community engagement grants	Community Services
4.5.1	Seek out grants as they become available for police, fire and emergency services.	Ongoing	Specific federal grants, state grants, Community development block grants, local government funding, regional and county funding	City Manager's Office
4.5.2	When the City renews service contracts with the Los Angeles County Sheriff's Department, evaluate the number of officers, total population, response times, and crime statistics to ensure that appropriate levels of law enforcement are provided citywide.	Long-term	Contract negotiation, performance-based funding	City Manager's Office
5.1.1	Review standards to ensure that new developments and substantial remodels in at-risk areas incorporate low-impact, resilient, infrastructure and are protected from potential impacts of flooding and significant storm events.	Ongoing	Climate resilience grants, planning and development fees	Building and Safety
5.2.1	Consider developing policies that require residential property managers and landlords to disclose hazard risk information to renters	Short-term	Housing and community development grants	Housing/Building and Safety

	in a manner similar to that required when residential properties are sold, including if the property is listed on a fragile housing inventory.			
5.2.2	Work with community partners to develop an awareness and education program for city residents for natural disaster and hazard events, including providing information on the City's website and through social media channels on preparing for natural disaster and hazard events.	Medium-term	Climate resilience grants	City Manager's Office
5.3.1	Require and/or incentivize green infrastructure in future developments and, when possible, use green infrastructure as a preferred alternative.	Medium-term	California Strategic Growth Council, green infrastructure grants, development incentive programs	Building and Safety/Public Works
5.3.2	Design roadway projects to include trees and landscape buffer areas	Long-term	California Strategic Growth Council, Transportation and infrastructure budget, state and federal grants	Public Works
5.4.1	Establish cooling centers to reduce La Puente residents' vulnerability to extreme heat events	Short-term	OPR's Adaptation Planning Grant Program, California Strategic Growth Council, climate resilience centers grants, public health grants	Community Services
5.4.2	Support critical facilities, such as schools, hospitals, and cooling centers to operate on micro-grids, which use various redundant backup systems including generator power and solar power sources.	Medium-term	OPR's Adaptation Planning Grant Program, California Public Utilities Commission (CPUC), California Strategic Growth Council, energy efficiency grants	Public Works
5.4.3	Coordinate with LA County department of public health to	Short-term	California Public Utilities Commission	Community Services

	distribute information on climate impacts to vulnerable populations including actions they can take to reduce exposure to unhealthy conditions		(CPUC), public health budget, public health and environmental grants	
5.4.4	Shade public parks, open spaces, and provide shade structures along transportation routes, including bus shelters	Short-term	California Strategic Growth Council, parks and recreation budget, environmental grants	Public Works
5.4.5	Support residential energy efficiency and weatherization programs.	Ongoing	California Strategic Growth Council, utility company programs, energy efficiency grants	Building and Safety/Housing
5.4.6	Increase the City's urban tree canopy to provide shade to residential neighborhoods	Medium-term	Environmental grants, tree planting grants and partnerships	Public Works
5.4.7	Promote the use of cooling techniques to reduce the heat retention of pavement and other outdoor surfaces.	Medium-term	State and federal grants (e.g., CEC, EPA, DOE), sustainability and climate resilience funds	Public Works/Building and Safety
5.4.8	Coordinate with Los Angeles County's Planning department to support regional approach to heat mitigation consistent with the County's 2022 Safety Element.	Ongoing	County grants and partnerships, collaborative municipal funding	Planning
5.4.9	Increase the resilience capacity of La Puente's most vulnerable communities by focusing planning and implementation in these communities and ensure representatives of those communities have a role in the decision-making process.	Ongoing	Community development block grants, local initiatives, and budget allocation	Public Works/Planning

5.5.1	Continue to implement the City's Water Efficient Landscape Ordinance.	Short-term	Environmental grants	Public Works
5.5.2	Consider programs to educate and increase awareness among the community of water conservation measures and water efficient landscaping.	Medium-term	Water district grants, state and federal grants (e.g., DWR, EPA, DOE)	Public Works
5.5.3	Coordinate with water providers in the City to inform residents of existing water conservation programs, resources and rebates	Medium-term	Water district partnerships, water conservation grants	Public Works
5.6.1	Continue the City's sandbag distribution program to provide residents access to sandbags in advance of upcoming storms	Ongoing	OPR's Adaptation Planning Grant Program, emergency preparedness budget, disaster preparedness grants	Public Works
5.6.2	Infiltrate runoff from developments on-site, where feasible, to minimize potential increases in stormwater flows.	Medium-Term	Stormwater management grants, municipal funding, infrastructure grants	Building and Safety/Public Works

RESOLUTION NO. 24-1585

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LA PUENTE, CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL ADOPT A RESOLUTION TO APPROVE GENERAL PLAN AMENDMENT (“GPA”) NO. 23-01 ADOPTING THE UPDATED 2024 COMMUNITY SAFETY ELEMENT, RECOMMENDING KEEPING IN EFFECT THE NOISE ELEMENT WITHIN THE 2004 COMMUNITY SAFETY ELEMENT, AND RECOMMENDING ADOPTION OF A NOTICE OF EXEMPTION REGARDING SAME.

WHEREAS, the California Government Code Section 65353 and 65354 require that prior to the adoption of any proposed amendment to the General Plan, the Planning Commission shall first review and recommend to the City Council the adoption of any such proposed amendment; and

WHEREAS, General Plan Amendment No. 23-01 (“Project”) incorporates appropriate amendments to the City of La Puente General Plan addressing the Community Safety Element as required by State law; and

WHEREAS, the City of La Puente’s 6th Cycle Housing Element for the 2021- 2029 period was certified by the California Department of Housing and Community Development (“HCD”) on October 7, 2022; and

WHEREAS, recent legislation, including SB 1035 and SB 379, require that Safety Elements be updated every eight years, in conjunction with Housing Element updates; and

WHEREAS, Government Code Section 65302(g)(3), requires the City to review and update the Safety Element as necessary to address the risk of fire for land classified as State Responsibility Areas and land classified as Very High Fire Hazard Severity Zones; and

WHEREAS, the City of La Puente 2024 Safety Element Update incorporates by reference the current La Puente Local Hazard Mitigation Plan developed in accordance with the Disaster Mitigation Act of 2000, following the Federal Emergency Management Agency’s (“FEMA”) 2011 Local Hazard Mitigation Plan guidance, and pursuant to AB 2140 to increase opportunities for financial assistance under the California Disasters Assistance Act; and

WHEREAS, the City of La Puente posted the Draft 2024 Community Safety Element on the City’s website for public comment for a period not less than 60 days; and

WHEREAS, the City of La Puente submitted the Draft 2024 Community Safety Element to the California Geological Survey and the California Office of Emergency Services and responded to comments received by respective agencies; and

WHEREAS, adoption of the 2024 Community Safety Element Update will reduce the risk of injury to persons and damage to property; and

SECTION 4. GENERAL PLAN AMENDMENT FINDINGS. Pursuant to Section 10.112.060.A of the City's Municipal Code, the Planning Commission finds as follows:

1. The amendment is internally consistent with all other provisions of the General Plan. The proposed amendment is in conformance with all the General Plan requirements of State Code 65300 in that the General Plan will continue to contain all required elements and is internally consistent. The proposed amendments are required to bring the Safety Element and General Plan into compliance with new State law and are consistent with sound planning principles in that the proposed policies and proposed implementing programs are compatible and ensure that the goals and policies of the General Plan can be implemented to achieve the stated goals and community vision. The proposed amendment is consistent with all other elements of the La Puente General Plan and any applicable specific plans adopted by the City. Furthermore, the City will ensure consistency between the Community Safety Element and other elements of the General Plan, and as new policies are introduced, they will be reviewed for consistency with existing elements. If any General Plan elements are updated, the Community Safety Element may also be modified to maintain consistency within the General Plan; and

2. The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City. The proposed amendment promotes the health, safety, and general welfare of the City of La Puente and its residents. The Community Safety Element update addresses natural hazards including fire, seismic and flood risks by providing goals, policies, and actions by outlining community resilience strategies that protect the health, safety, and general welfare of the residents, property, and infrastructure. Furthermore, the Community Safety Element update will better inform the preparation of local plans, including the Local Hazard Mitigation Plan making the City better prepared, eligible, and more competitive to receive State and federal funds.

Based on the foregoing, the Planning Commission hereby recommends that the City Council approve the 2024 Community Safety Element attached hereto as Exhibit A, and incorporated herein by reference, and adopt a Notice of Exemption regarding same.

SECTION 5. SEVERABILITY. The provisions of this Resolution are severable and if any provision, clause, sentence, word, or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words, or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 6. ADOPTION DATE. The Planning Commission Secretary shall certify to the adoption of this Resolution and the same shall be in full force and effect.

VOTES ON FOLLOWING PAGE

WHEREAS, notice of the Planning Commission’s September 3, 2024 public hearing on the proposed General Plan Amendment (“GPA”) No. 23-01 for the 2024 Community Safety Element Update was published in *The San Gabriel Valley Tribune* on August 22, 2024, in compliance with the CEQA Guidelines, the City’s Municipal Code (“Code”), and Government Code Section 65091; and

WHEREAS, on September 3, 2024, the Planning Commission of the City of La Puente conducted a duly noticed public hearing on the Project, and considered all written and oral testimony; and

WHEREAS, this project is exempt from the California Environmental Quality Act (CEQA) per Section 15061(b)(3) (“Common Sense Exemption”) of the CEQA Guidelines since it will not result in changes to the existing physical environment and any modifications to the physical environment will not occur as a result of its adoption.

WHEREAS, all legal prerequisites to the adoption of this resolution have occurred.

NOW THEREFORE, THE PLANNING COMMISSION OF THE CITY OF LA PUENTE DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

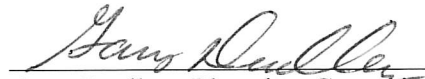
SECTION 1. INCORPORATION OF RECITALS. All of the facts set forth in the Recitals above are true and correct, and incorporated herein by reference.

SECTION 2. PUBLIC HEARING NOTICES AND PUBLIC PARTICIPATION. All necessary public hearings and opportunities for public testimony and comment have been conducted in compliance with State law and the Municipal Code of the City of La Puente (“Code”).

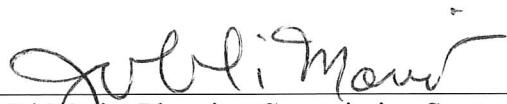
SECTION 3. CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS. Upon independent review, judgement, analysis, and consideration of the information contained in the Application, the Planning Commission hereby finds and determines that GPA No. 23-01 is categorically exempt from CEQA pursuant to 15061(b)(3) of the CEQA Guidelines, which states *“The activity is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.”* This exemption is based on the fact that the proposed project is a General Plan Amendment that will not result in changes to the existing physical environment, and any modifications to the physical environment will not occur as a result of its adoption which is exempt from CEQA for the reasons outlined in the State CEQA Guideline section cited above. Upon City Council's adoption of a finding of a common sense exemption, staff has prepared and will file a Notice of Exemption.

PASSED, APPROVED AND ADOPTED by the Planning Commission of the City of La Puente at a regular meeting held on September 3, 2024, by the following vote:

AYES: Dudley, Maes, Hernandez, Paz and Penson.
NOES: None
ABSTAIN: None
ABSENT: None



Gary Dudley, Planning Commission Chair



John Di Mario, Planning Commission Secretary

RESOLUTION NO. 24-5903

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA, SETTING FORTH FINDINGS AND APPROVING GENERAL PLAN AMENDMENT (“GPA”) NO. 23-01 ADOPTING THE UPDATED 2024 COMMUNITY SAFETY ELEMENT, KEEPING IN EFFECT THE NOISE ELEMENT WITHIN THE 2004 COMMUNITY SAFETY ELEMENT, AND ADOPTING A NOTICE OF EXEMPTION REGARDING SAME

WHEREAS, General Plan Amendment (“GPA”) No. 23-01 (“ Project”) incorporates appropriate amendments to the City of La Puente General Plan addressing the Community Safety Element as required by State law; and

WHEREAS, the City of La Puente’s 6th Cycle Housing Element for the 2021-2029 period was certified by the California Department of Housing and Community Development (“HCD”) on October 7, 2022; and

WHEREAS, recent legislation, including SB 1035 and SB 379, require that Safety Elements be updated every eight years, in conjunction with Housing Element updates; and

WHEREAS, Government Code Section 65302(g)(3), requires the City to review and update the Safety Element as necessary to address the risk of fire for land classified as State Responsibility Areas and land classified as Very High Fire Hazard Severity Zones; and

WHEREAS, the City of La Puente 2024 Safety Element Update incorporates by reference the current La Puente Local Hazard Mitigation Plan developed in accordance with the Disaster Mitigation Act of 2000, following the Federal Emergency Management Agency’s (“FEMA”) 2011 Local Hazard Mitigation Plan guidance, and pursuant to AB 2140 to increase opportunities for financial assistance under the California Disasters Assistance Act; and

WHEREAS, the City of La Puente posted the Draft 2024 Community Safety Element on the City’s website for public comment for a period not less than 60 days; and

WHEREAS, the City of La Puente submitted the Draft 2024 Community Safety Element to the California Geological Survey and the California Office of Emergency Services and responded to comments received by respective agencies; and

WHEREAS, adoption of the 2024 Community Safety Element Update will reduce the risk of injury to persons and damage to property; and

WHEREAS, the California Government Code Section 65353 and 65354 require that prior to the adoption of any proposed amendment to the General Plan, the Planning Commission shall first review and recommend to the City Council the adoption of any such proposed amendment; and

WHEREAS, on September 3, 2024, the Planning Commission of the City of La Puente conducted a duly noticed public hearing on the Project, considered all written and oral testimony, and adopted Planning Commission Resolution No. 24-1585 recommending that the City Council adopt a resolution to approve GPA No 23-01 adopting the updated 2024 Community Safety Element, recommending keeping in effect the Noise Element within the 2004 Community Safety Element, and recommending adoption of a Notice of Exemption; and

WHEREAS, notice of the City Council’s November 12, 2024, public hearing on the proposed General Plan Amendment No. 23-01 for the 2024 Community Safety Element Update was published in *The San Gabriel Valley Tribune* on November 1, 2024, in compliance with the CEQA Guidelines, the City’s Municipal Code (“Code”), and Government Code Section 65091; and

WHEREAS, on November 12, 2024, the City Council of the City of La Puente conducted a duly noticed public hearing on the Project, and considered all written and oral testimony; and

WHEREAS, this project is exempt from the California Environmental Quality Act (CEQA) per Section 15061(b)(3) (“Common Sense Exemption”) of the CEQA Guidelines since it will not result in changes to the existing physical environment and any modifications to the physical environment will not occur as a result of its adoption.

WHEREAS, all legal prerequisites to the adoption of this resolution have occurred.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF LA PUENTE HEREBY FINDS, DETERMINES AND RESOLVES AS FOLLOWS:

SECTION 1. INCORPORATION OF RECITALS. All of the facts set forth in the Recitals above are true and correct, and incorporated herein by reference.

SECTION 2. PUBLIC HEARING NOTICES AND PUBLIC PARTICIPATION. All necessary public hearings and opportunities for public testimony and comment have been conducted in compliance with State law and the Municipal Code of the City of La Puente (“Code”).

SECTION 3. CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS. Upon independent review, judgement, analysis, and consideration of the information contained in the Application, the City Council hereby finds and determines that GPA No. 23-01 is categorically exempt from CEQA pursuant to 15061(b)(3) of the CEQA Guidelines, which states “*The activity is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.*” This exemption is based on the fact that the proposed project is a General Plan Amendment that will not result in changes to the existing physical environment, and any modifications to the physical environment will not occur as a result of its adoption which is exempt from CEQA for the reasons outlined in the State CEQA Guideline section cited above. Upon City Council's adoption of a finding of a common sense exemption, staff has prepared and will file a Notice of Exemption.

SECTION 4. GENERAL PLAN AMENDMENT FINDINGS. Pursuant to Section 10.112.060.A of the City's Municipal Code, the City Council finds as follows:

1. The amendment is internally consistent with all other provisions of the General Plan. The proposed amendment is in conformance with all the General Plan requirements of State Code 65300 in that the General Plan will continue to contain all required elements and is internally consistent. The proposed amendments are required to bring the Safety Element and General Plan into compliance with new State law and are consistent with sound planning principles in that the proposed policies and proposed implementing programs are compatible and ensure that the goals and policies of the General Plan can be implemented to achieve the stated goals and community vision. The proposed amendment is consistent with all other elements of the La Puente General Plan and any applicable specific plans adopted by the City. Furthermore, the City will ensure consistency between the Community Safety Element and other elements of the General Plan, and as new policies are introduced, they will be reviewed for consistency with existing elements. If any General Plan elements are updated, the Community Safety Element may also be modified to maintain consistency within the General Plan; and

2. The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City. The proposed amendment promotes the health, safety, and general welfare of the City of La Puente and its residents. The Community Safety Element update addresses natural hazards including fire, seismic and flood risks by providing goals, policies, and actions by outlining community resilience strategies that protect the health, safety, and general welfare of the residents, property, and infrastructure. Furthermore, the Community Safety Element update will better inform the preparation of local plans, including the Local Hazard Mitigation Plan making the City better prepared, eligible, and more competitive to receive State and federal funds.

Based on the foregoing, the City Council hereby approves the 2024 Community Safety Element attached hereto as Exhibit A, and incorporated herein by reference, and adopt a Notice of Exemption regarding same.

SECTION 5. SEVERABILITY. The provisions of this Resolution are severable and if any provision, clause, sentence, word, or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words, or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 6. ADOPTION DATE. The City Clerk shall certify to the adoption of this Resolution and the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED this 12th day of November 2024, by the following vote:

AYES: COUNCILMEMBER:
NOES: COUNCILMEMBER:
ABSENT: COUNCILMEMBER:
ABSTAIN: COUNCILMEMBER:

Gabriel Quiñones, Mayor

ATTEST:

Martha Torres, MPA, City Clerk



City of La Puente

15900 E. Main Street La Puente, CA 91744 Telephone (626) 855-1500 Fax (626) 961-4626

NOTICE OF EXEMPTION

TO: County Clerk
County of Los Angeles
Environmental Filings
12400 East Imperial Hwy
Norwalk, CA 90650

FROM: City of La Puente
15900 E. Main Street
La Puente, CA 91744

Project Title: General Plan Amendment (GPA) 23-01

Project Location (Specific): Citywide

Project Location (City): La Puente **Project Location (County):** Los Angeles

Description of Nature, Purpose, and Beneficiaries of Project: A request recommending that the City Council adopt a resolution to approve General Plan Amendment ("GPA") No. 23-01 adopting the updated 2024 Community Safety Element, recommending keeping in effect the Noise Element within the 2004 Community Safety Element; and recommending adoption of a Common Sense Exemption pursuant to Section 15061(b)(3) of the State CEQA Guidelines.

Name of Public Agency Approving Project: City of La Puente

Name of Person or Agency Carrying Out Project: Abraham Tellez, Planning Manager

Exempt Status: (Check One)

- ☐ Ministerial (14 Calif. Admin. Code §15268)
- ☐ Declared Emergency (14 Cal. Admin. Code §15269(a))
- ☐ Emergency Project (14 Cal. Admin. Code §15269(b) & (c))
- ☐ Statutory Exemption. (14 Cal. Admin. Code §§15260 et seq.)
- ☐ Categorical Exemption. (14 Cal. Admin. Code §§15300 et seq.)
- ☒ Common Sense Exemption. (14 Cal. Admin. Code §§15061(b)(3) et seq.)

Reasons why project is exempt: This exemption is based on the fact that the proposed project, which includes a General Plan Amendment will not result in changes to the existing physical environment, and any modifications to the physical environment will not occur as a result of its adoption which is exempt from CEQA for the reasons outlined in the State CEQA Guideline section cited above.

Contact Person: Abraham Tellez

Phone No.: (626) 855-1513

Date received for Filing:

Signature: _____

Date: _____



City of La Puente AGENDA REPORT

To: Mayor and City Council For meeting of: November 12, 2024

From: Bob Lindsey, City Manager

By: John Di Mario, Development Services Director
Abraham Tellez, Planning Manager

SUBJECT: CONSIDERATION OF A RESOLUTION SETTING FORTH FINDINGS AND APPROVING GENERAL PLAN AMENDMENT NO. 23-02 TO ADOPT THE LA PUENTE 2024 ENVIRONMENTAL JUSTICE ELEMENT

PUBLIC HEARING NOTICE

Notice of the City Council's November 12, 2024, public hearing on the proposed General Plan Amendment to adopt the La Puente 2024 Environmental Justice ("EJ") Element update was published in *The San Gabriel Valley Tribune* on November 1, 2024. Hearing notices were also posted at City Hall, Community Center, and the Library in compliance with the City's Municipal Code ("Code") and Government Code Section 65091.

BACKGROUND

In 2016, the state legislature adopted Senate Bill (SB) 1000 to promote environmental justice through local land use planning. SB 1000 requires local governments with disadvantaged communities to develop EJ policies as part of their general plans. To determine the disadvantaged areas in La Puente, staff followed the framework established by the California Environmental Protection Agency ("CalEPA") and the California Office of Environmental Health Hazards Assessment ("OEHHA"), which utilize CalEnviroScreen 4.0 tool to assess environmental and socioeconomic factors.

OEHHA's CalEnviroScreen 4.0 data reveals that most census tracts within the city of La Puente limits are in the 80th and 90th percentiles. In general, areas in the 80th and 90th percentiles are considered to have a higher pollution burden and require targeted EJ interventions and resources to address the disparities and improve the overall community health and well-being. Using the data from CalEnviroScreen 4.0, the state designates all census tracts within La Puente as "Disadvantaged Communities" and requires La Puente to identify EJ policies in its General Plan. While not required, the City has elected to develop a standalone EJ Element to help prioritize EJ throughout the City.

Another required component of SB 1000 is the need to involve the community into the decision-making process for the development of the EJ Element. To inform the community about this EJ Element and to ensure it addresses the needs of La Puente residents, the City conducted a two-phased community engagement approach to seek public input on community priorities and proposed EJ Element's goals.

The City participated in the Strategic Growth Council's Build Organize Optimize Strengthen Transform ("BOOST") technical assistance program between 2022-2023. Through this 18-month long program, the City received support from the Institute for Local Government to initiate the EJ Element. The consultant team provided research, writing, and engagement strategy support to deliver an EJ Element in compliance with SB 1000.

Planning Commission Consideration/Action

At the Planning Commission meeting held on September 3, 2024, a public hearing was conducted and following the public hearing, the Planning Commission approved Resolution No. 24-1586 (see Attachment "B"), recommending that the City Council adopt a resolution to approve GPA No. 23-02 adopting the 2024 Environmental Justice Element and recommending adoption of a Notice of Exemption regarding same.

DISCUSSION

Environmental Justice Element Key Components

The introductory section of the EJ Element describes what makes La Puente an EJ community and highlights the importance of addressing the EJ challenges and disparities faced by the La Puente community.

The EJ Element identifies key areas where residents are disproportionately overburdened and impacted by environmental injustice. Specifically, the EJ Element analyzes the impacts unique to La Puente and details various indicators affecting the quality of life for its residents across the following areas:

1. Pollution and Air Quality
2. Access to Healthy Foods
3. Housing
4. Access to Public Facilities

Lastly, the EJ Element lists key goals and policies to help address EJ concerns (see Attachment "A" – Environmental Justice Element with Appendices).

It is important to note that a lot of the impacts on La Puente residents are not a direct result of actions taken by the City and may be outside the scope of the City to remedy. However, the EJ Element seeks to enumerate what actions the City can take to mitigate these impacts and improve conditions for its residents.

Environmental Justice Element Goals

The EJ Element list seven goals to help address EJ in the City. Those goals are:

- Goal 1: Promote efforts to improve the quality of the built and natural environments to reduce disparate health and environmental impacts.

- Goal 2: Ensure that public facilities and services are located and distributed throughout the city to allow for easy access for and enjoyment by residents.
- Goal 3: Ensure access to healthy food.
- Goal 4: Ensure safe and sanitary housing.
- Goal 5: Provide and improve parks and recreation centers that serve all ages and abilities.
- Goal 6: Promote and ensure meaningful and effective participation and community capacity building, especially when developing, adopting, implementing, and enforcing plans and policies related to public health and environmental issues or any plans or programs that affect residents.
- Goal 7: Prioritize improvements and programs that address the needs of residents.

For each goal, there are policies that address specific actions the City can take to ensure the goals are achieved and EJ is effectively addressed in La Puente.

Public Participation

Community engagement and outreach was split into two phases. In the first phase, the City conducted an online and paper survey in Spanish and English, spoke to several community stakeholders, utilized listservs and city's social media platforms to inform the community about this planning initiative, and attended community events to gather input from residents and better understand community priorities and concerns. The input from phase one informed the development of draft EJ Element. During the second phase, the City hosted two community workshops, one in-person on February 29, and one virtual on March 9, and posted information about the draft EJ Element online for public review. The City did outreach to the community about the workshops and the availability of the draft EJ Element for public review via social media and posters/flyers at City facilities. Community input from phase two helped to refine and prioritize the EJ goals and policies.

A more extensive summary of the outreach and engagement activities can be found in Appendix "A" of the EJ Element. The survey results can be found in Appendix "B", and Appendix "C" provides a feedback matrix which details the feedback received from residents and stakeholders during the second phase of engagement, the method it was received, and the corresponding theme and EJ Element Policy.

ENVIRONMENTAL COMPLIANCE

Staff has determined that the proposed Project is exempt from the California Environmental Quality Act ("CEQA" - Public Resources Code § 21000 et seq.) under Section 15061(b)(3) of the CEQA Guidelines, which states "*The activity is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing significant effect on the*

environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.” This exemption is based on the fact that the proposed Project is a General Plan Amendment that will not result in changes to the existing physical environment, and any modifications to the physical environment will not occur as a result of its adoption. The Project is exempt from CEQA for the reasons outlined in the State CEQA Guideline section cited above. Upon City Council's adoption of a finding of a common sense exemption, staff has prepared and will file a Notice of Exemption (see Attachment "D").

FISCAL IMPACT

The proposed Resolution will have no fiscal impact.

RECOMMENDATION

It is recommended that the City Council:

- 1) Open the public hearing and take public testimony;
- 2) Adopt Resolution No. 24-5904 setting forth findings and approving General Plan Amendment No. 23-02 adopting the 2024 Environmental Justice Element and adopting a Notice of Exemption regarding same;
- 3) Find that approval of General Plan Amendment (GPA) No. 23-02 is exempt from environmental review, and direct Staff to file a Notice of Exemption, pursuant to California Environmental Quality Act (CEQA) Section 15061(b)(3).

ATTACHMENTS

Attachment “A”:	Draft 2024 Environmental Justice Element
Attachment “B”:	Planning Commission Resolution No. 24-1586
Attachment “C”:	Resolution No. 24-5904 for GPA No. 23-02
Attachment “D”:	Notice of Exemption



Environmental Justice Element

City of La Puente
15900 E. Main Street
La Puente, CA 91744

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1. INTRODUCTION

La Puente, located in the San Gabriel Valley, is a vibrant community with a rich history and diverse population of nearly 40,000 residents. It is situated on the ancestral land of the Tongva Tribe and was once renowned for its fruit and walnut groves, boasting the world's largest walnut packing plant. The landscape has changed over time, and La Puente now embraces its identity as an urban community, attracting families of all backgrounds. However, the city faces several environmental justice concerns and challenges that impact community members.

PURPOSE AND ORGANIZATION OF ENVIRONMENTAL JUSTICE ELEMENT

The United States Environmental Protection Agency (U.S. EPA) defines environmental justice as “the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income, with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies.” In 2016, the State of California passed Senate Bill 1000 (SB 1000) SB 1000 requiring cities to develop an Environmental Justice element, or related environmental justice goals and policies to reduce the unique or compounded health risks in “disadvantaged communities.” The goal of SB 1000 is to help identify and reduce risks in communities disproportionately affected by environmental pollution and other hazards that can lead to negative health effects, exposure, or environmental degradation. In doing so, SB 1000 offers an opportunity to address existing community health concerns and mitigate the impacts of future health issues, including increasing access to healthy food, preventing chronic disease, improving transportation facilities and infrastructure, promoting healthy land use design, and encouraging physical activity.

To address these issues, the City of La Puente has prepared this Environmental Justice Element as part of The City of La Puente General Plan. This element aligns with the California state policy on environmental justice, recognizing the disproportionate impact of pollution and environmental hazards on marginalized communities. While the city is not responsible for the pollution and environmental hazards outlined in this plan, it is firmly committed to address the issues to ensure the health, equity, and prosperity of its residents. Through collaboration with community stakeholders and engagement with local residents, La Puente's Environmental Justice Element strives to create a healthier and more inclusive environment, enhancing the quality of life and safeguarding the well-being of future generations.

Place, income, living conditions and education are all significant contributing factors to the health of a community. How cities plan and prioritize growth for the future can determine how healthy residents are in the long term. The City's physical, social, and economic environments combine to make specific individuals and groups more vulnerable to long-term changes and short-term shocks. A guiding principle of environmental justice is that all members of a community should benefit from understanding the risks of environmental harms and protections to mitigate their impacts.

The City of La Puente recognizes the significance of prioritizing environmental justice and seeks to promote fairness and equity in environmental decision-making, ensuring a sustainable and thriving future for all residents. This Environmental Justice Element is part of the city's general plan and will serve as a roadmap and foundation for addressing the environmental justice concerns that residents have been facing. The Environmental Justice Element is organized into three sections:

1. Identification of environmental justice communities within La Puente
2. Assessment of La Puente's need and environmental justice concerns
3. Compile list of goals and policies to advance environmental justice

RELATIONSHIP TO OTHER GENERAL PLAN ELEMENTS

The 2004 La Puente General Plan currently includes five elements: community development, circulation and infrastructure, housing, community resources, and community safety. As the new addition to the general plan, the Environmental Justice Element aims to align with these five elements and state regulations. It seeks to ensure consistency with the broader framework of the general plan.

As new policies are introduced, they will undergo a review to ensure alignment with existing elements. If any updates or modifications are made to the existing general plan elements, the Environmental Justice Element may also be revised. This approach guarantees that the Environmental Justice Element remains consistent with the goals and direction of the general plan and reinforces the City's commitment to integrated and unified planning.

COMMUNITY OUTREACH & ENGAGEMENT

To inform this element and ensure it addresses the needs of La Puente residents, the city conducted community engagement to seek input from the community. The engagement was split into two phases. In the first phase, the city conducted an online and paper survey in Spanish and English, spoke to several community stakeholders, utilized listservs and city's social media platforms to inform the community about this planning initiative and attended community events to gather input from residents. During the second phase, the city hosted two community workshops, one in-person on February 29, and one virtual on March 9, and posted information about the environmental justice draft online for public review. The city outreached to the community about the workshops and draft via social media and posters at various city buildings across the city.

A more extensive summary of the outreach and engagement activities can be found in Appendix A. The survey results can be found in Appendix B, and a feedback matrix which details feedback received by residents and stakeholders during the second phase of engagement can be found in Appendix C.

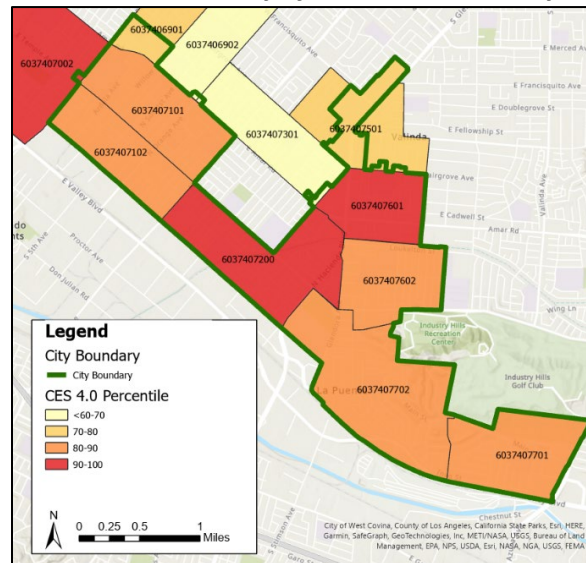
LA PUENTE AS AN ENVIRONMENTAL JUSTICE COMMUNITY

The first task for this environmental justice element is to better understand which characteristics make up the definition for an environmental justice community in La Puente. The definition of an environmental justice community in California is typically derived from frameworks established by the California Environmental Protection Agency (CalEPA) and the California Office of Environmental Health Hazards Assessment (OEHHA), which utilize CalEnviroScreen to assess environmental and socioeconomic factors.

Focusing OEHHA's CalEnviroScreen 4.0 data to La Puente, it shows that a majority of census tracts within the City of La Puente limits are in the 80th and 90th percentiles. This indicates that the tracts exhibit a relatively higher level of vulnerability and exposure to environmental hazards compared to other areas across the state. This exposure and vulnerability can be attributed to a combination of factors, including exposure to pollution sources, health risks, socioeconomic challenges, and other environmental stressors.

In general, areas in the 80th and 90th percentiles are considered to have a higher pollution burden and require targeted environmental justice interventions and resources to address the disparities and improve overall community well-being. Using the data from CalEnviroScreen 4.0, the state considers all census tracts within La Puente as “Disadvantaged Communities”¹.

Figure 1: CalEnviroScreen 4.0 Percentiles and City of La Puente Boundary



Additional sources use different characteristics to identify communities of concern. According to the California Department of Housing and Community Development, all census tracts in La Puente are designated low-income². La Puente is also considered an area of focus per the Southern California Association of Governments’ definition for Communities of Concern³.

The Los Angeles County Climate Vulnerability Assessment Social Vulnerability Index highlights La Puente as having medium to high sensitivity census tracts⁴. Figure 2 shows that the majority of census tracts are also found to have medium to high sensitivity to the impacts of climate change in the Los Angeles County Climate Vulnerability Assessment Social Vulnerability Index.

Based on the various sources, characteristics and definitions, the entire City of La Puente is considered an environmental justice community.

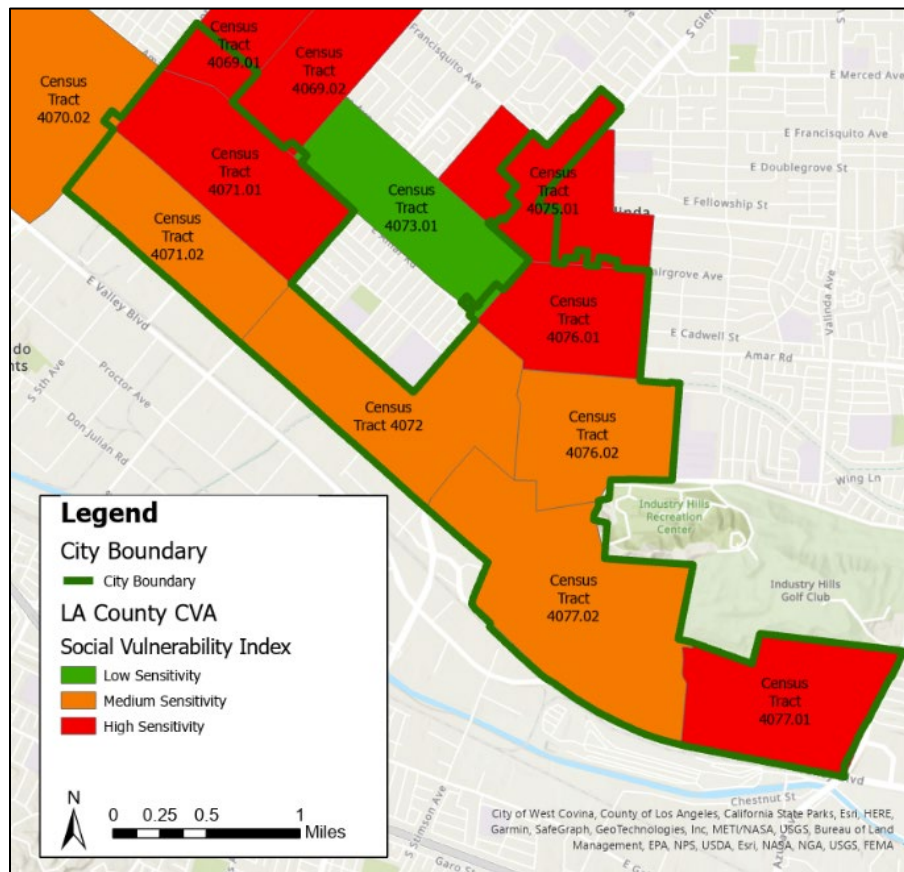
¹ (SB 535 Disadvantaged Communities, n.d.) <https://oehha.ca.gov/calenviroscreen/sb535>

² (State of California Department of Housing and Community Development, n.d.)

³ (Southern California Association of Governments)

⁴ (Los Angeles County, 2021)

Figure 2: La Puente & LA County Climate Vulnerability Assessment Social Vulnerability Index



2. EXISTING ENVIRONMENTAL CONDITIONS

METHODOLOGY

To assess the existing conditions within La Puente, this report relies on data from the State of California and County of Los Angeles that is available at the census tracts level for La Puente. Using the 2010 census data, La Puente covers twelve census tracts, however only seven of those tracts are entirely within the city boundary. Whenever census tracts are listed, an asterisk (*) shall note tracts only partially within the City of La Puente and included in calculating averages.

Data from CalEnviroScreen 4.0 is primarily utilized when assessing the environmental pollution and exposure assessed. When available, county data will also be used to showcase the performance of the La Puente census tracts in relation to the County and State.

As data from the state and county levels assess census tract level data, this report also assesses and presents the data at the census tract level and measures the performance of each census tract in relation to either the state or County of Los Angeles, unless otherwise noted. A percentile is a comparison score between one census tract's performance and the performance of the rest of census tracts within the State of California or County of Los Angeles. It shows the percentage of scores that a particular score surpassed. For example, if a census tract in La Puente shows to be in the 80th percentile, it means it performs above 80% of other census tracts (for better or worse).

Various environmental concerns negatively impact the health of residents in the City of La Puente. While contaminants can be naturally occurring or man-made, both impact the environment and human health. It is also important to note that some of the contamination and pollution affecting residents of La Puente come from outside the city boundaries. While this may be the case, the city will strive to mitigate the impacts as much as possible and collaborate with other agencies and industry to address resident concerns and improve the quality of life for residents of La Puente.

POLLUTION AND AIR QUALITY

Per CalEnviroScreen 4.0, La Puente residents are exposed to higher levels of pollution relative to the rest of California. Census tracts within the City of La Puente, on average fall within the 85th percentile. However two census tracks fall within the 90- percentiles, including census tract, 4070.02 (partially located within La Puente), which falls into the 99th percentile and census tract 4077.02 (wholly within the City of La Puente) which falls within the 96th percentile.

CalEnviroScreen 4.0 uses 13 different pollution indicators to assess the pollution burden across the state and develop the scores and percentiles for comparison. The indicators are Ozone, PM 2.5, Diesel Particulate Matter, Drinking Water Contaminants, Lead Risk, Pesticides, Toxic Releases from Facilities, Traffic Impacts, Clean Up Sites, Groundwater Threats, Hazardous Waste, Impaired Waters, and Solid Waste Sites.

In assessing how La Puente is impacted by pollution burden, Figure 3.1 illustrates the La Puente census tracts average percentiles and the value of the most vulnerable city census tracts in relation to the state

per CalEnviroScreen 4.0. This figure demonstrates that La Puente census tracts face a higher average of pollution exposure from Toxic Release from Facilities, Drinking Water Contaminants, and Children’s Lead Risk from Housing.

Figure 3.1: Average and Max Percentile Value of Pollution Indicators within La Puente Census Tracts

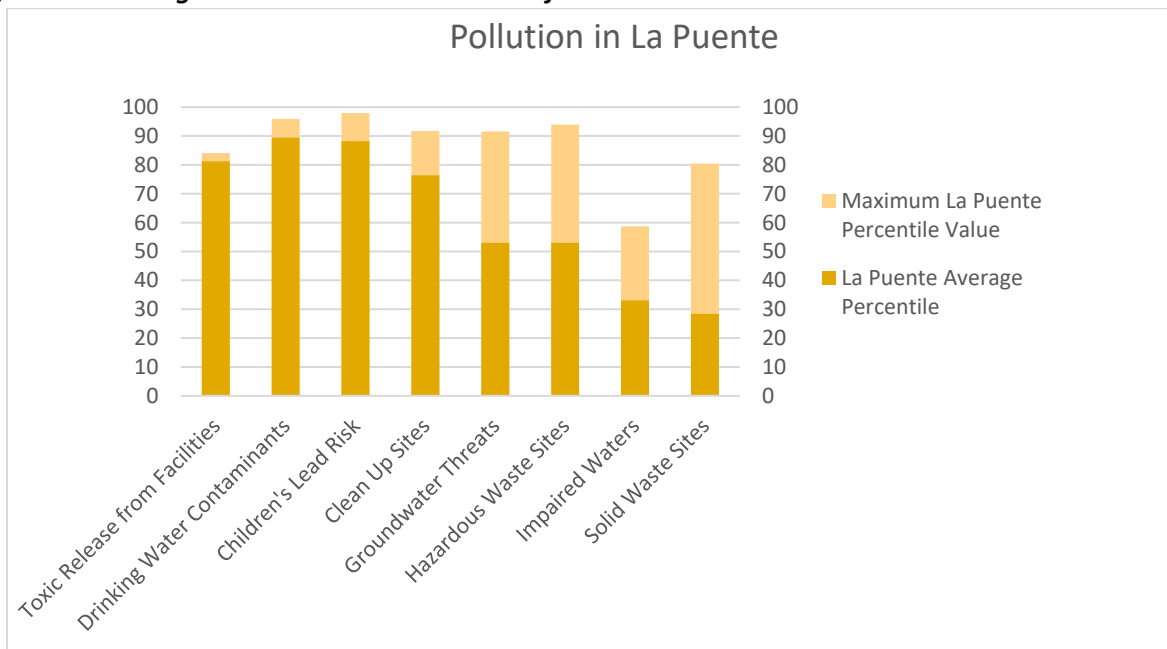


Figure 3.1 demonstrates that the average performance of La Puente census tracts are near the maximum, particularly for Drinking Water Contaminants and Children’s Lead Risk. These indicators will be of particular focus, as they are of particular concern in La Puente.

Taking a more localized view at the county level, it is understood that many residents within the County of Los Angeles face higher levels of pollution than others across the state, on average⁵, particularly around air quality which is covered below.

Drinking Water

Safe, affordable, and accessible drinking water is integral to health, dignity, and justice. The accessibility and quality of the water is often determined by the geographical location of the city. The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally-occurring minerals and, in some cases, radioactive material. CalEnviroScreen scores LA County in the 14th percentile, meaning 86% of California census tracts performed better than those within the county. The City of La Puente, performs slightly lower – registering in the 13th percentile. Five census tracts within La Puente face higher levels of drinking water contaminants than 95% of census tracts statewide.

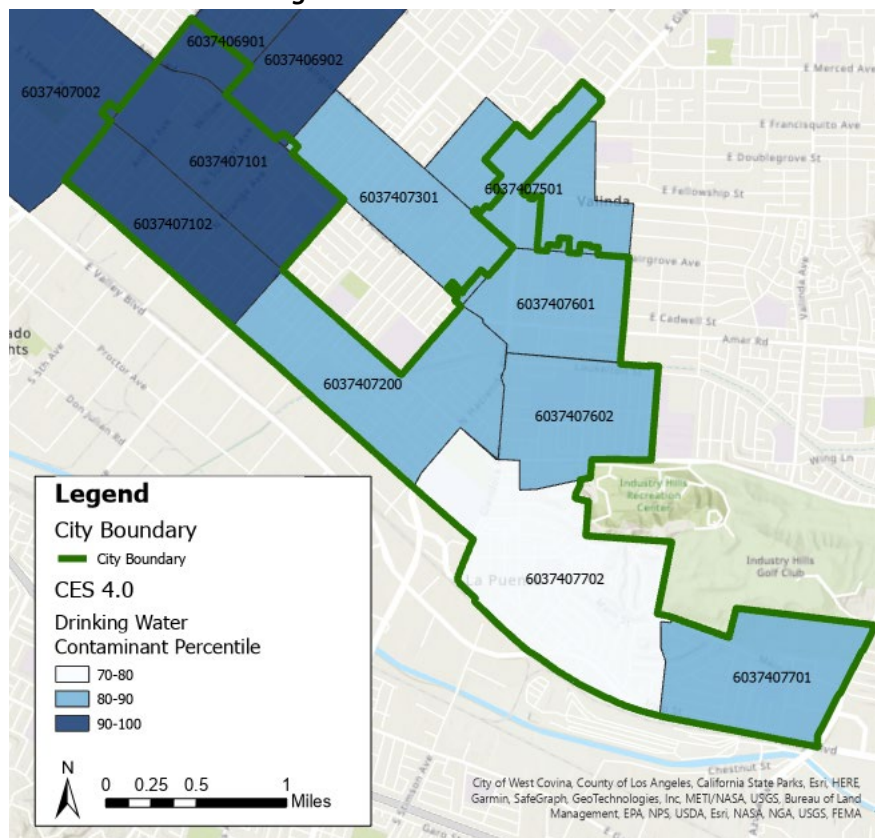
Figure 3.2 shows CalEnviroScreen 4.0 percentile map of Drinking Water Contaminants..

⁵ (State of California Office of Environmental Health Hazard Assessment, 2021)

A commonly found contaminant arsenic - a naturally occurring groundwater contaminant – poses a cancer risk. Another commonly found contaminant, nitrate, can lead to a blood disorder in infants called blue baby syndrome. The most recent water quality reports for the three water utilities serving La Puente showed that arsenic tested at low levels; well within the maximum levels allowed by the United States Environmental Protection Agency (EPA). However, these levels are still above the EPA's Maximum Contaminant Level Goals (MCLG)⁶. The MCLGs are levels of a contaminant in drinking water, which there is no known nor expected risk to health.

While not posing an immediate health risk, it is worth noting that La Puente residents are more vulnerable when compared statewide.

Figure 3.2: CalEnviroScreen 4.0 Drinking Water Contaminant Percentile



Children's Lead Risk

Lead is a toxic metal that has been used in many products over time. Even in small amounts, lead can have harmful effects on the body, which may lead to lifelong learning, behavioral, reproductive,

⁶ (La Puente Valley County Water District, 2023) https://lapuentewater.com/wp-content/uploads/2023/06/LPVCWD-FINAL2022CCR_LaPuenteWater_WebEmail.pdf; (San Gabriel Valley Water Company, 2022) <https://www.sgvwater.com/wp-content/uploads/2023/06/CCR-2022.pdf>; (Suburban Water Systems, 2022) <https://www.swwc.com/wp-content/uploads/files/ca/ccr/ccr-sanjosehills-2022.pdf>

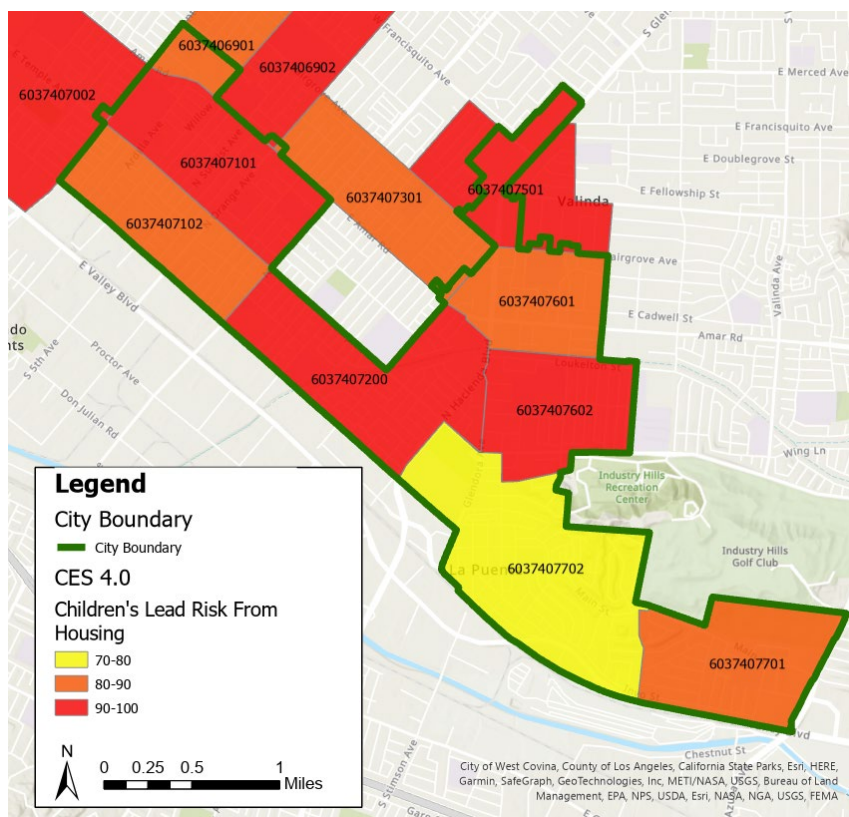
cardiovascular, and other health problems. While many leaded products have been phased out, lead may still be found in and around older homes and buildings, and some consumer products and foods.

Children in La Puente face a high level of lead risk within six census tracts. La Puente children are more likely than 90-98% of other children statewide, to be exposed to lead within their homes...

CalEnviroScreen 4.0 determines this by calculating the “percentage of households within a census tract with likelihood of lead-based paint hazards from the age of housing (2017 California parcel data and 5-year estimates 2015-2019) combined with the percentage of households that are both low-income (household income less than 80% of the county median family income) and have children under 6 years old (5-year estimates 2013-2017)”.⁷

Young children are particularly vulnerable to the effects of lead exposure and can suffer adverse health effects, particularly in the brain and nervous system. Even at low levels, exposure to lead can increase the likelihood of lower IQ, hinder educational performance, and contribute to symptoms associated with attention deficit hyperactivity disorder.

Figure 3.3: CalEnviroScreen 4.0 Children’s Lead Risk from Housing Percentile



Air Quality

Outdoor air pollution comes from many sources, such as vehicle exhaust, construction and industrial activities, smoke from fireplaces and wildfires, and pollen from local plants. High air pollution exposure

⁷ (State of California Office of Environmental Health Hazard Assessment, 2021) Pg. 66 - 73

has a direct impact on human health, leading to disproportionate levels of negative health outcomes like asthma, cardiovascular disease, or cancer in communities burdened by pollution. Southern California residents, particularly those in Los Angeles County, are some of the most vulnerable to poor air quality-particularly such contaminants as diesel PM, ozone, and PM 2.5.

Exhaust from trucks, buses, trains, ships, and other equipment with diesel engines contains a mixture of gases and solid particles. These solid particles are known as diesel particulate matter (diesel PM). Diesel PM contains hundreds of different chemicals. Many of these are harmful to health. The highest levels of diesel PM are near ports, rail yards and freeways.

Ozone is a reactive form of oxygen that protects against the sun's ultraviolet rays in the stratosphere but can be harmful closer to the ground. Tropospheric ozone at the ground level is the primary component of smog and reactive with other pollutants at the ground level, typically highest in the afternoon and on hot days⁸. Ozone has been found to exacerbate asthma, decrease lung function, and other respiratory concerns.

Particulate matter finer than 2.5 micrometers in size is referred to as PM2.5, and poses the greatest health risk because they can penetrate deep into the lungs or even get into the bloodstream, resulting in a wide range of health effects. PM2.5 commonly comes from combustion of all fuel types, including diesel, along with particulates such as from road dust.

Many cities within Los Angeles County are vulnerable to all three of these pollutants.

As shown in Table 1, La Puente performs better than the county average in exposure to diesel particulate matter (Diesel PM). La Puente also meets the county's average exposure to particle pollution from fine particulates (PM 2.5) while performing worse when it comes to exposure from ozone⁹.

Table 1 – Average Performance on Key Air Pollution Indicators

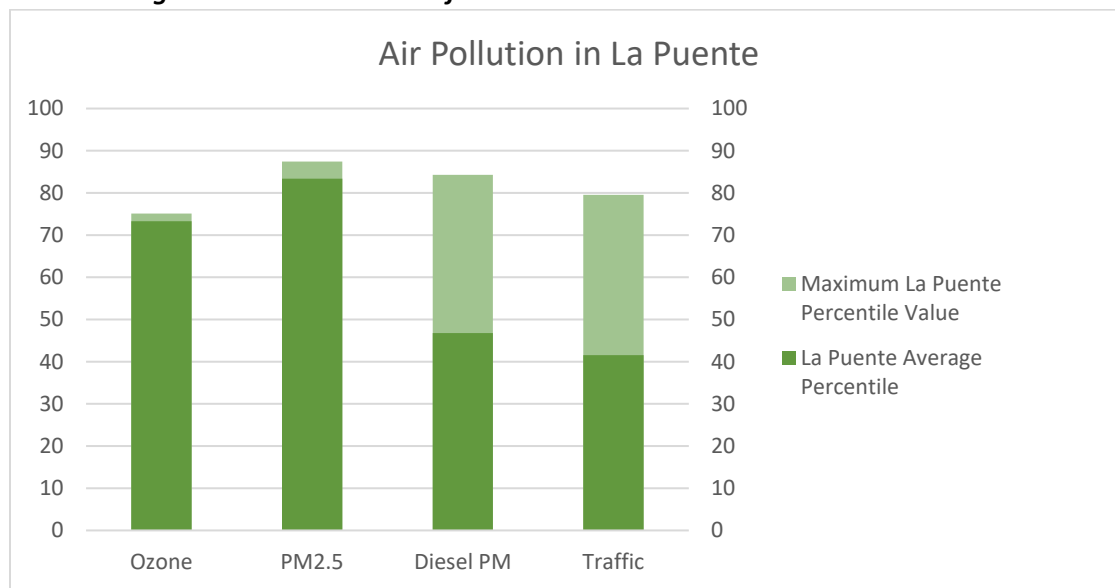
Indicator	La Puente Average Percentile (higher value is better)	LA County Average Percentile (higher value is better)
Diesel PM	19.1	3.6
Ozone	29.2	32.1
PM 2.5	10.8	10.7

Figure 3.4 graphs the average percentile performance of La Puente census tracts, along with the maximum percentile value of particular census tracts in La Puente.

⁸ (State of California Office of Environmental Health Hazard Assessment, 2021)

⁹ (Public Health Alliance of Southern California)

Figure 3.4: Average and Max Percentile of Air Pollution Indicators within La Puente Census Tracts



ACCESS TO HEALTHY FOODS

Healthy communities have access to affordable and healthy food at grocery stores, produce markets, community gardens, and farmers' markets. Residents of communities with access to a full-service grocery store tend to eat more fruits and vegetables, have lower body weights, and lower rates of chronic diseases. Local food production can also reduce the distance food is shipped, lowering the environmental footprint of food production and distribution. Healthy retail programs in cities bring together health departments, community-based organizations, and businesses to increase access to healthy food. These types of partnerships are also important to changing retail environments to include more businesses that support access to healthy foods and help address food insecurity.

Food insecurity is defined as a community, household, or individual's inadequate access to affordable, healthy and nutritious food. This can have several health consequences, including increased consumption of calorie dense foods, poor academic performance, anxiety and depression, and early-onset obesity. Inadequate access to nutritious and affordable food is particularly relevant among low-income communities.

La Puente has eight full-service grocery stores and supermarkets with produce departments, such as Smart & Final, Northgate Market, El Super, Walmart Neighborhood Market, ALDI, R-Ranch Bodega Market, and others, some of which also cater to Hispanic groceries and meals. Additional full-service grocery stores are situated in the neighboring city of West Covina and the City of Industry. According to the U.S. Department of Agriculture's Food Access Research Atlas, "at least 33% of the population in La Puente lives farther than 1/2 mile from the nearest supermarket."¹⁰ Residing further than half a mile from a supermarket indicates less walkable and less convenient access to full-service grocery stores for

¹⁰ U.S. Department of Agriculture, 2019.

the most vulnerable population group. Close access to a nearby supermarket can promote better dietary habits, lower the costs of obtaining food, reduce chronic diseases, and mitigate the risk of food insecurity. Unequal access, which includes factors like distance, is closely linked with health behaviors and outcomes.

The City of La Puente and the neighboring area have one certified¹¹ farmers market, La Puente Live, which is unlike traditional farmers markets in that it primarily focuses on prepared food and community activities rather than fresh produce from local farmers. La Puente Live market is not listed on the California Special Supplemental Nutrition Program for Women, Infants, and Children or Senior Authorized Farmers Market List.¹² Nor is it on the Supplemental Nutrition Assistance Authorized Farmers Market List.¹³ Market vendors do not accept Electronic Benefit Transfer payment cards used by the low-income recipients of CalFresh and other government assistance programs.¹⁴

Another significant aspect of food access pertains to the availability of free or reduced-price meals for eligible students in public schools and participation in programs like CalFresh, a government assistance program aimed at reducing food insecurity. In 2018, the estimated number of qualified for CalFresh individuals in La Puente was 5,339¹⁵ (1.34% of the total population). Approximately 68.6% of enrolled public-school students in La Puente were eligible for free or reduced-price meals for the 2022-2023 school year¹⁶, a slight decrease from the pandemic levels. These numbers highlight the importance of school meal programs of ensuring adequate nutrition for students from low-income backgrounds. Currently, the Hacienda La Puente School District provides breakfast and school lunch to all students for free for the 2022-2023 school year under the Community Eligibility Provision for the School Breakfast and National School Lunch Programs.

For families requiring additional food support, food banks and pantries can be vital resources. The La Puente Outreach Center Food Pantry and Il Adam Ministries provide free food assistance with varying distribution frequencies to individuals and families in need. Moreover, during the COVID-19 pandemic, the Los Angeles Regional Food Bank and community partners such as neighboring cities, school district and local businesses, partnered to provide additional food distribution opportunities reflecting a concerted effort to promote food security in La Puente. The work of the La Puente Outreach Center Food Pantry, Il Adam Ministries, the Los Angeles Regional Food Bank highlights the ongoing efforts to combat food insecurity yet underscores the imperative for continuous improvement and expansion of food services to better meet the diverse needs of individuals and families in La Puente.

Upon assessing the state of healthy food access in La Puente, it becomes apparent that there are certain areas that require attention and improvement. Although the community is involved in addressing food insecurity and there are full-service supermarkets and grocery stores nearby, further initiatives are necessary to ensure that vulnerable populations have equitable access to nutritional meals and fresh produce.

¹¹ (California Department of Food and Agriculture, 2023)

¹² (California Department of Public Health, 2023)

¹³ (U.S. Department of Agriculture, 2023)

¹⁴ (Ecology Center, Farmers' Market Finder, n.d.)

¹⁵ (Los Angeles County Department of Public Health, 2018)

¹⁶ (California Department of Education, 2023)

HOUSING

As part of addressing environmental justice, housing must also be considered, due to the impacts on environmental justice communities. According to the Public Health Alliance of Southern California, “every person should be able to live in housing with enough space for everyone living there. Uncrowded housing can improve mental health including stress and depression, decrease the spread of communicable diseases like tuberculosis, and improve children’s wellbeing and educational outcomes”.

Using data from the 2019 American Community Survey, roughly 16% of La Puente residents live in overcrowded conditions, on average. This places La Puente within the top 25th percentile compared to other communities across the state¹⁷. This means that La Puente has more overcrowded homes than ¾ of the cities in California. Table 2 lists the estimated percent of residents in uncrowded housing in La Puente census tracts, per the U.S. Census, and their percentile when compared across the state.

Table 2 – Percent Of Residents In Uncrowded Housing And Percentiles

Census Tract (2010 Census)	% of residents in uncrowded housing	Uncrowded Housing Percentile
Citywide Avg.	83.9%	21.7
4069.01*	85.3%	22.2
4069.02*	88.9%	30.8
4070.02*	78.3%	10.1
4071.01	80.0%	12.4
4071.02	82.2%	16.0
4072.00	85.3%	22.1
4073.01*	94.9%	55.5
4075.01*	82.4%	16.5
4076.01	78.5%	10.4
4076.02	88.0%	28.5
4077.01	74.0%	6.3
4077.02	88.6%	29.9

The La Puente Housing Element dives deeper into the housing needs of the City and can provide additional information on the existing conditions of housing in the city.

ACCESS TO PUBLIC FACILITIES

The built environment actively shapes health outcomes in communities. Access to recreational opportunities and parks is an important factor that affects community health, as parks can promote outdoor activity, provide ways to remain cool during heatwaves, serve as a community gathering place, and improve the quality of life for residents. A report from the Public Health Alliance of Southern California says, “everybody should have access to parks and other open spaces near their home. Parks can encourage physical activity, reduce chronic diseases, improve mental health, foster community connections, and support community resilience to climate change and pollution.”

¹⁷ (U.S Census Bureau)

Data from the California Department of Public Health, indicates that approximately 36% of La Puente residents live within a half-mile of a park, beach, or open space greater than one acre. Two census tracts that are entirely within the city boundary, which fall well below that number are census tracts 4076.01 with only 10.2% of residents with park access and 4077.01 with no access (0%) to parks. Table 3 lists out the percentage of residents with park access per census tract and their percentile score in relation to the state.

Table 3 – Percent Of Residents with Park Access and Percentiles

Census Tract (2010 Census)	% of residents w/ Park Access	Park Access Percentile
Citywide Avg.	36.2%	22.2
4069.01*	14.3%	8.2
4069.02*	0%	1.7
4070.02*	100.0%	80.1
4071.01	38.4%	16.0
4071.02	43.5%	17.7
4072.00	100.0%	80.1
4073.01*	53.3%	21.5
4075.01*	0%	1.7
4076.01	10.2%	7.0
4076.02	50.1%	20.2
4077.01	0%	1.7
4077.02	24.5%	11.2

3. GOALS AND POLICIES

This Environmental Justice Element demonstrates the City of La Puente’s commitment to support the development of equitable goals and policies that promote environmental justice and respond to the needs of our disadvantaged communities. These include goals and policies that improve the quality of our built environment, increase access to parks, facilities and services that promote a healthy lifestyle, ensure safe housing, and prioritize programs that educate and engage our residents so that the entire community can participate and promote a just and healthy community.

Goal 1: Promote efforts to improve the quality of the built and natural environments to reduce disparate health and environmental impacts.

- | | |
|--------------------|---|
| <i>Policy 1.1</i> | Promote land use patterns that reduce driving and promote multimodal transportation and pedestrian access, cycling and transit use which promotes physically active and healthy lifestyles. |
| <i>Policy 1.2</i> | Develop a streetscape enhancement plan that addresses street trees, signage, and other landscaped amenities within residential neighborhoods that will make pedestrian access safer and more convenient and enjoyable for residents of all ages. |
| <i>Policy 1.3:</i> | Prioritize Urban Greening, particularly along major pedestrian thoroughfares and residential neighborhoods, with an emphasis on native plants to support the regional biodiversity. |
| <i>Policy 1.4:</i> | Assess sidewalk inventory to ensure connectivity throughout the city and ensure proper streetlight covering. Maintain and expand sidewalk installation and repair programs, particularly in areas where sidewalks link residential neighborhoods to local schools, parks, and shopping areas. |
| <i>Policy 1.5:</i> | Consider a citywide bicycle route and maintenance plan that promotes efficient and safe bikeways integrated with regional bicycle systems and connects residents to major mobility hubs. |
| <i>Policy 1.6:</i> | Continue to participate with the South Coast Air Quality Management District and neighboring cities in supporting local and regional projects that improve mobility on freeways and railways, reduced emissions, and improve air quality. |
| <i>Policy 1.7:</i> | Assess feasible methods to enhance the built and natural environment to mitigate pollution and noise from railroads and freeways. |

Policy 1.8: Explore need and feasibility of establishing buffer zones between industrial zoning and residential to mitigate impacts of pollution.

Goal 2: Ensure that public facilities and services are located and distributed throughout the city to allow for easy access for and enjoyment by residents.

Policy 2.1: Ensure safe and well-maintained routes to public facilities are available for pedestrians and cyclists.

Policy 2.2: Ensure public spaces feel safe to use during the day and night for everyday play, family gatherings, and community events.

Policy 2.3: Regularly assess community needs and identify funding opportunities for public facilities and services responsive to those needs.

Policy 2.4: Continue ADA compliance and assess all public facilities to ensure they serve all the different ability levels of residents.

Goal 3: Ensure access to healthy food.

Policy 3.1: Promote urban farming or methods to support residents in growing fruits and vegetables by hosting outreach and educational efforts such as community workshops or classes, when feasible.

Policy 3.2: Support measures to improve access to healthy food and food assistance programs.

Policy 3.3: Partner with and support the local school district to promote healthy diet programs.

Goal 4: Ensure safe and sanitary housing.

Policy 4.1: Assist in the improvements and rehabilitation of unsafe housing, by partnering with community organizations and private entities to reduce unsafe housing, while actively preventing displacement.

- Policy 4.2:* Encourage property maintenance, rehabilitation and housing replacement activities, where appropriate, to improve neighborhood conditions.
- Policy 4.3:* Continue to provide proactive code enforcement activities to maintain and improve housing and neighborhood qualities, and consider alternative forms for mitigating violations when families are unable to pay fines or afford corrective action.
- Policy 4.4:* Prevent the encroachment of incompatible commercial and industrial uses into residential neighborhoods.
- Policy 4.5:* Continue to educate the community regarding the safe use and disposal of household hazardous wastes, and continue to conduct annual collection events.
- Policy 4.6:* Work with water utility providers to identify feasible and necessary solutions to improve water quality and mitigations at no to low cost to La Puente residents.
- Policy 4.7:* Identify potential programs to provide air purifiers to residents at no to low cost, to mitigate poor air quality.
- Policy 4.8:* Explore methods and programs to assess and address lead contamination in La Puente.

Goal 5: Provide and improve parks and recreation centers that serve all ages and abilities.

- Policy 5.1:* Continue to improve existing park quality by providing amenities and programs for play, exercise, and enhanced safety.
- Policy 5.2:* Pursue the creation of additional parks, including pocket parks, through lot consolidation, recycling of underutilized parcels, and purchasing or converting existing plots no longer utilized or underutilized, when available.
- Policy 5.3:* Seek and develop joint-use agreements, and other methods to collaborate with local school districts to use playgrounds and ball fields as public parks during non-school hours, as well as the potential for establishing community gardens and other green spaces.
- Policy 5.4:* Promote and prioritize the expansion of open space and green space across the city whenever possible.

Policy 5.5: Leverage the La Puente Parks Master Plan to ensure greater access to parks within the city's boundaries for all residents.

Goal 6: Promote and ensure meaningful and effective participation and community capacity building, especially when developing, adopting, implementing, and enforcing plans and policies related to public health and environmental issues or any plans or programs that affect residents.

Policy 6.1: Continue efforts to increase transparency of City processes and make forms accessible to all residents.

Policy 6.2: Support inclusive opportunities to build capacity and leadership skills for residents and organizations through continued civic engagement.

Policy 6.3: When feasible, provide interpretation services or inform of their availability for engagement events and provide information in primary languages.

Policy 6.4: Authorize an existing or new commission, committee, or working group to support the city and oversee the implementation of environmental justice policy integration, and ensure community voices are represented appropriately.

Policy 6.5: Include responsibility of addressing/implementing environmental justice policy requirements into appropriate staff designations and executive leadership positions.

Policy 6.6: Provide methods for residents to learn about benefits of urban farming, promoting healthy trees, and utilizing drought tolerant landscaping to encourage best practices and ways to highlight and celebrate resident successes.

Goal 7: Prioritize improvements and programs that address the needs of residents.

Policy 7.1: Support programs and services that address Environmental Justice (EJ) issues, and foster partnerships with city and countywide programs.

Policy 7.2: Prioritize funding and fiscal decisions for recreation, air quality and other environmental improvements, public infrastructure investments, community programming, and engagement opportunities.

Policy 7.3: Engage in educational efforts to eliminate groundwater and urban runoff pollution.

Policy 7.4: Monitor progress of the goals and policies from this EJ Element.

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5. APPENDIX A

PUBLIC ENGAGEMENT AND OUTREACH SUMMARY

APPENDIX A: PUBLIC ENGAGEMENT AND OUTREACH SUMMARY

A small team from the City of La Puente, with support from the Institute for Local Government, conducted public outreach to inform the development of the Draft EJ Element. The engagement and outreach goals were to inform the community about the Draft EJ Element planning efforts, hear residents' concerns and priorities, and gather feedback on proposed Draft EJ elements, policies, and programs, and ensure that their voices were reflected in the development process.

Engagement and Outreach - Phase I (2023)

In 2023, during the first phase of engagement, we informed the community about new planning initiatives to support safety, equity, and resilience in La Puente. This engagement for the first-ever EJ Element coincided with updates to the Safety Element and Local Hazard Mitigation Plan. The city aimed to better understand residents' experiences living in La Puente, as well as their priorities and concerns regarding the environment, food access, housing, safety, health risks, and disaster preparedness.

To achieve this, the city conducted several activities:

- Conducted a community survey in Spanish and English (84 participants).
- Hosted tabling at community events, such as La Puente Live and the Easter Egg Hunt (reached over 200 residents).
- Held one-on-one 45-minute interviews with stakeholders representing youth, Spanish-speaking groups, low-income families, and individuals experiencing homelessness.
- Performed Hacienda School District listserv outreach (4000 deliveries, 1800 impressions, 379 views).
- Posted social media announcements (525 views in English; 394 views in Spanish).
- Posted informational flyers at city facilities.
- Created a dedicated city website page and an announcement on the landing page.

All materials, including the website page, social media posts, and flyers, were available in Spanish and English. Spanish-speaking staff also tabled at the community events. The City of La Puente website page



displayed information in both languages about all three planning initiatives and directed people to participate in the survey. The landing page of the City's website also included a carousel with information about these planning initiatives and the survey.

The survey, open for six months, was designed to include small educational segments about EJ and Safety elements, as well as open-ended and ranking questions that asked residents their thoughts on air quality impacts and safety concerns. The city promoted the survey at tabling events, on social media, via Hacienda School District listservs, and through stakeholder outreach. A total of 84 people took the survey; however, 21

responses were excluded from the analysis due to being mostly incomplete, leaving 63 mostly full responses. *See Appendix B for the complete survey results.*

At community events, city staff and ILG engaged with residents, explaining city planning initiatives, sharing flyers, and encouraging residents to participate in the survey. During one-on-one interviews with stakeholders, a series of questions were asked, including:

- 1) What are you hearing and seeing about climate and equity needs and opportunities in the community?
- 2) What are the community priorities when it comes to disaster preparedness, safety, climate change, and environmental justice?
- 3) What is your vision for a sustainable, safe, and equitable La Puente?

The conversations with stakeholders, residents at community events, and the survey, helped the team identify community priorities and concerns. The Draft EJ Element set specific goals to address these priorities:

- Access to healthy food: Goal 3
- Beautification and green spaces: Goal 1 and 5
- Safety and cleanness of public places: Goal 1 to 4
- Infrastructure and amenities: Goal 1 and 5
- Education and health programs: Goal 2 and 7
- Communication and accessibility: Goal 6
- Language access: Goal 6
- Collaboration and community involvement: Goal 6



Designed to incorporate community feedback, these goals ensured that residents' needs and concerns were central to the planning process. The Phase I engagement successfully aligned the Draft EJ Element policies and goals with what is important to the residents.

Engagement and Outreach - Phase II (2024)

In 2024, the City conducted the second phase of engagement and outreach to inform the community about the Draft EJ Element, invite them to review the document and its policies, submit comments, and share their feedback on the proposed goals. The city conducted the following activities in English and Spanish to promote public comments and invite people to the workshops:

- One in-person workshop (7 participants)
- One online community workshop (32 registrations, 28 attendees, 5 Spanish interpretation requests)
- Social media outreach (combined 52 likes in Spanish and English on Instagram)
- Outreach via city channels (announcement on the city website's landing page and planning department webpage)
- Flyering at City Hall, La Puente Community Center and La Puente Live event
- Stakeholder follow-up outreach
- Community outreach (82 emails collected via the survey and tabling events, listserv from other departments)

- Emailed public comments from three residents

The in-person workshop was conducted on a Tuesday evening at the La Puente Community Center. The virtual workshop was held on a Saturday morning, with simultaneous Spanish translation provided.

To encourage attendance at these workshops, city staff posted flyers at the La Puente Community Center and City Hall, distributed them at the La Puente Friday Live event, and shared information in both



Spanish and English on social media. They also reached out to stakeholders and used city-wide and department-specific listservs. Follow-up emails and an Instagram post thanked participants for attending and encouraged the public to comment on the Draft EJ Element and review the recording posted on the city's website.

The combined 39 workshop participants reviewed the proposed policies and goals and provided additional feedback on the Draft EJ Element. During the workshop, the city collected robust feedback through prioritization exercises, small group discussions, and instant polling. *See Appendix C for the community feedback matrix that notes how input was incorporated.*

Through Phase II of engagement, we fostered community participation, gathered valuable insights to guide the implementation of the Draft EJ Element, reflecting the diverse needs and priorities of La Puente residents.

Incorporating Equity into Public Engagement and Outreach Approach

To ensure that engagement reaches groups traditionally underrepresented in public processes, the city focused on removing participation and access barriers such as language, format, and timing of events. All outreach materials were translated into Spanish and English, and all events—including tabling at community events and two workshops—offered simultaneous and consecutive Spanish interpretation. The city utilized various outreach methods and materials (flyers, website pages, social media posts, school district emails, and tabling) to educate residents about the Draft EJ Element and provide opportunities for participation.

Hacienda School Unified District outreach reached busy working parents across all income levels. Tabling and distributing flyers at La Puente Live, a popular local gathering, reached various community members who may not follow the city's social media or attend government meetings. Survey participants represented diverse age and income groups: 8% were youth (18-25 years old), while 6% were 58–76 years old. Approximately 49% of respondents reported incomes below \$65,575, with 13% below

\$35,700. Thirty-two percent of participants were renters, and 21% lived in households of 6-8 people. To address mistrust in sharing personal information, participants were given the option not to indicate income, age, and other socio-economic details, resulting in non-response rates ranging from 17-25%. Half of the participants preferred not to share their email.

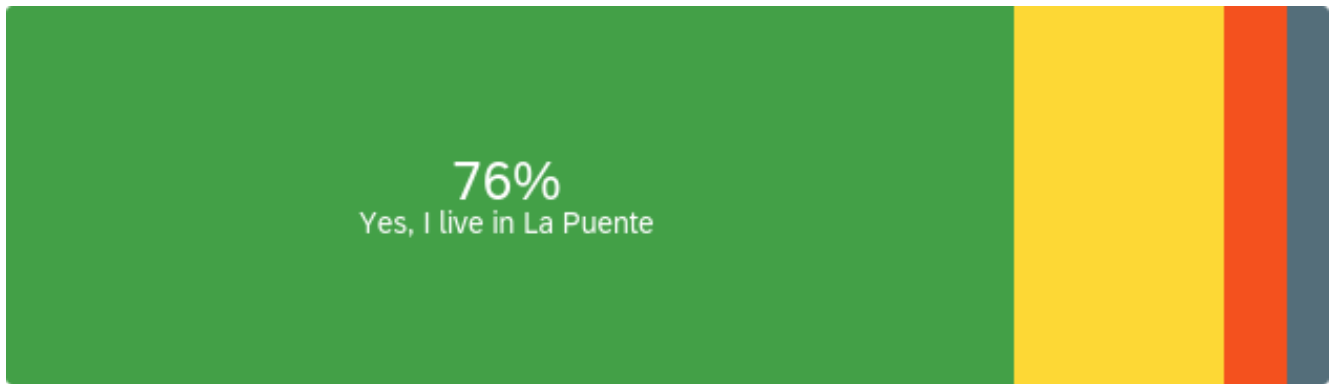
A diverse audience attended both workshops, and stakeholder interviews included a high school student, Saint Louis of France Catholic Church, and Servants Arms, representing the voices of low-income families, individuals experiencing homelessness, youth, immigrants, and people of color. Engagement and outreach primarily reached La Puente residents and those who work in the city; 75% of survey respondents stated they live in La Puente, and 15% work there. Sixty-seven percent of virtual workshop participants reported living and/or working in La Puente.

In summary, the City of La Puente has successfully engaged a broad cross-section of the community, including immigrants, youth, seniors, low-income families, communities of color, and individuals experiencing homelessness. By addressing barriers to participation and employing a variety of outreach methods, the city has fostered public participation and ensured that residents' voices are heard in the development of the Draft EJ Element.

6. APPENDIX B – LA PUENTE SURVEY RESULTS

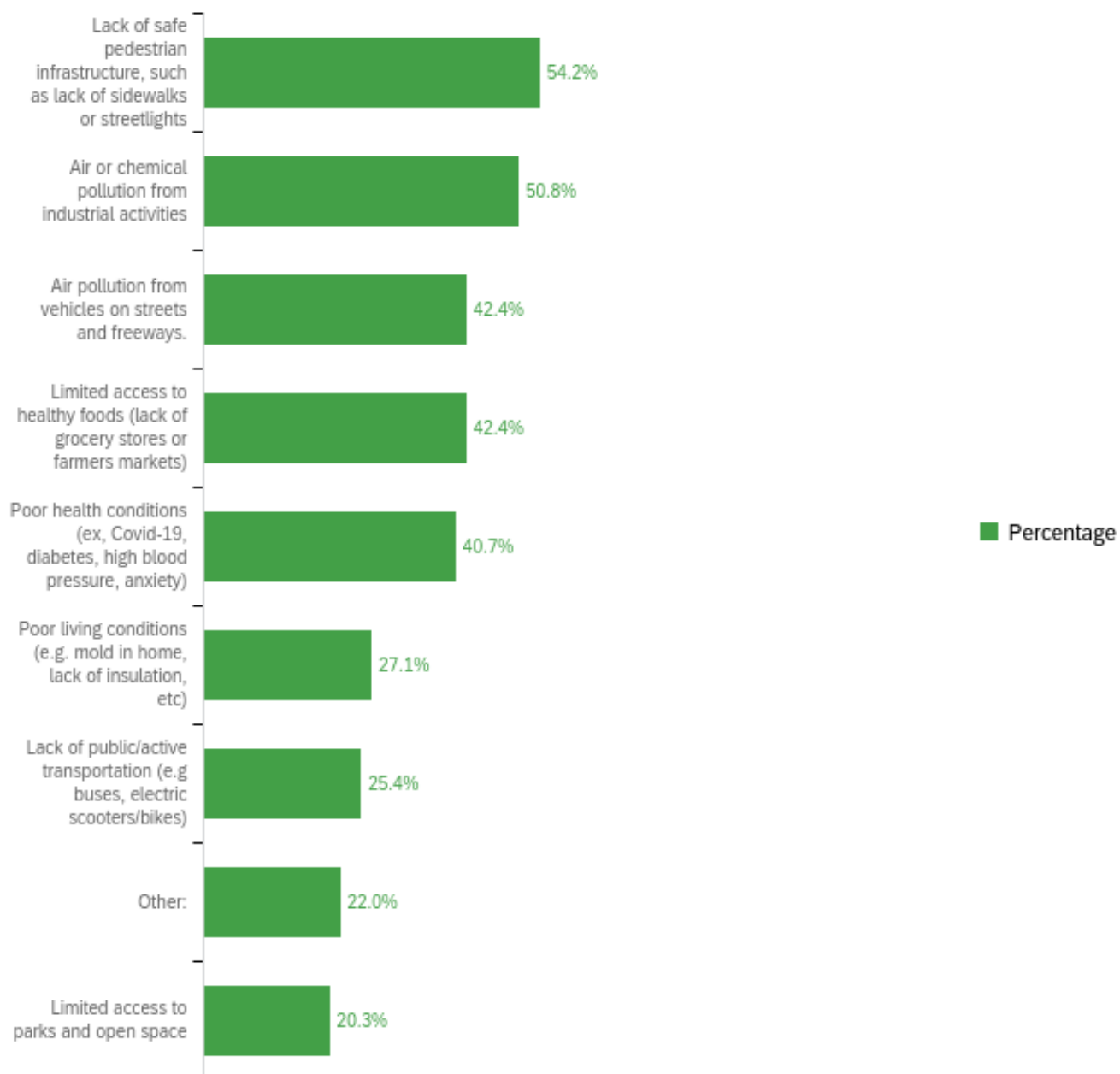
2023 La Puente EJ/Safety Element Community Survey Report

Q1 - DO YOU LIVE OR WORK IN THE CITY OF LA PUENTE?



- Yes, I live in La Puente (76%)
- Yes, I live and work in La Puente (16%)
- Yes, I work in La Puente (5%)
- No, but I love La Puente! (3%)

Q2 - DOES YOUR COMMUNITY EXPERIENCE THE FOLLOWING? SELECT ALL THAT APPLY.



Q2_TEXT - Other:

High air pollution due to quemetco aka ecobat on 7th Ave

Lots of street transients and trash-squatters

homelessness

noise pollution from train tracks

Foundation shifting

We need more trees on some side walls to make walking more pleasant and improve air quality, this will also help keep homes cooler in hot temperatures

High air pollution due to quemetco aka ecobat on 7th Ave

Gang activity keeps one inside at dusk. Fireworks at all hours during the year. Speeding on residential streets

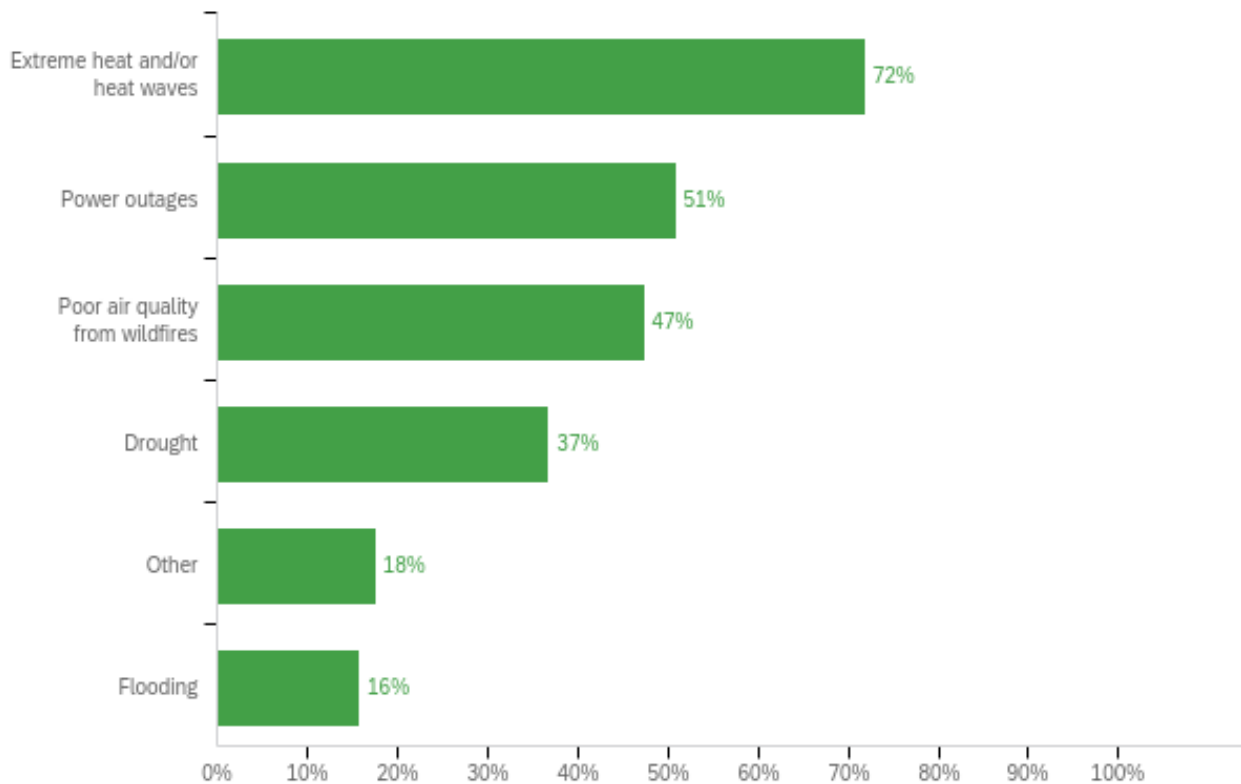
Homeless people walking around our neighborhoods is a safety risk to the community.

Poor yard maintenance throughout community

N/A

crime

Q3 - HAVE YOU OR YOUR FAMILY EXPERIENCED ANY OF THE FOLLOWING HAZARDS IN THE LAST 10 YEARS? SELECT ALL THAT APPLY.



Q3_TEXT - Other

electricity cables in the air or fallen on the floor.

Foundation shift

Poor air quality in general from cars etc.

The toxic air from he ecobat/quemetco plant is concerning.

Overhead electric cables, and sometimes downed powerlines.

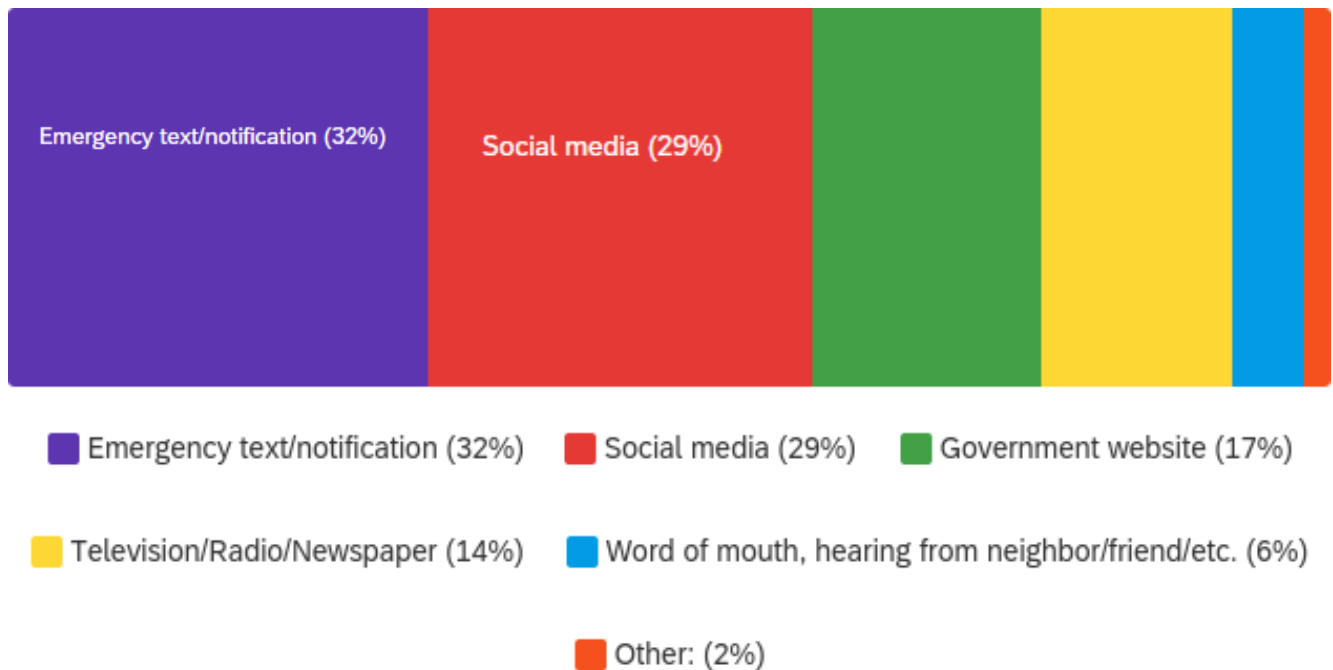
Extreme Cold

Damn gas prices!!!

N/A

Covid19

Q4 - HOW WOULD YOU LIKE TO BE NOTIFIED ABOUT HAZARD EVENTS, LIKE HEAT WAVES/WILDFIRES? SELECT UP TO 3.



Q4_TEXT - Other:

MAIL ELDERS DONT USE SOCIAL MEDIA, WE NEED TO HAVE MORE CLEAN UP EVENTS, HAZ AND ELECTRONIC EVENTS FOR ELDERLY

Emails

The City's Marquee

Q5 - WHERE DO YOU GO DURING HAZARD EVENTS, LIKE HEAT WAVES OR NATURAL DISASTERS?



We usually stay at home or outside on the sidewalk. We don't have air conditioning, so we go outside, but there isn't much shade.

no answer

I have the adaptation privilege of affording the electricity bill during summer months when we run the ac

Unsure

The most recent hazard events haven't warranted me to leave my house. I usually go there to get under shade.

we stay home and wait

The mall or shopping centers that are cool.

We just stay home and cool down. If it's too unbearable, we go to a mall that has AC

Hotel

Stay

heat waves to the beach.

Mall, friend/family home, rent a hotel

Mall

Stay home or spend time outside, if there are trees for shade.

-

Public places with Air conditioning.

stay home

Stay at home indoors or camp out in yard

Stores

Family in other areas.

Stay home

Home

Stay at home

Pool. Mall

Stores

Home

Stay with family

Mall

Home

No response-No idea.

Stay at home

Home

Home

Stay at home

Stay at home

-

-

Stay indoors, stores

Home

Home

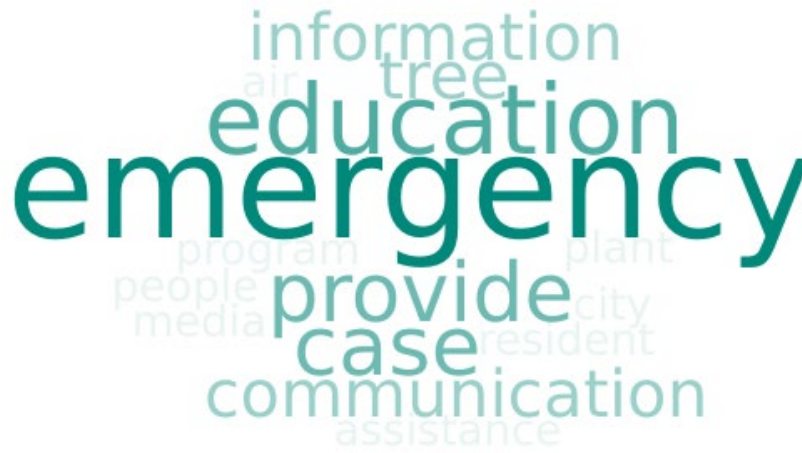
Library until bums scare me out

Stay home

THERE HASNT BEEN ONE

Aside from my House, Clty's Park facility

Q6. HOW COULD THE CITY HELP YOU PREPARE FOR OR RECOVER FROM THESE HAZARD EVENTS?



Reduce electricity use. Have programs to help people during events, or improve our homes so we don't have to use AC

Know where the shelters are in case of emergency.

TREES

Awareness of programs to help out, help with the foundation shifting or a discount to get it done

Maybe a splash park would be a way to beat the heat. The city is already planting more trees which serve well for shade and wind breaks for the extreme temperature winds.

Streamlined, clear, and timely communication

Provide cooling facilities, splash pads for kids at LP park, donate fans or portable AC units

Cooling centers for people to work in who work from home. For air pollution -Encourage electric vehicles, more charging stations for infrastructure, encourage bike and pedestrian safety and infrastructure.

Grants or assistance with flood prevention, rain gutters, rain collection barrels, sandbags, plant shade trees for residents,

The city can inspect the structures of older buildings to ensure they're up to code and make necessary repairs or upgrades if financially attainable.

Offer low cost air conditioning installation. Open up indoor facilities where families can ride out heatwaves during the day.

Education. Understand what to do in case of emergency.

Information on shelter locations and education on what to do in case of emergency

Help residents reduce energy use or make it less expensive. Have programs that help people in case of emergencies.

-

We need more trees for shade and more nature for better air quality.

creating an emergency preparedness plan

Police presence, have water and food distribution in case of emergency event. Keep power on in the neighborhood

Safe places

Resources of where to go for help.

Social media announcements

Community awareness

Keep city social media up to date , More town meetings

Keep social media up to date

Provide emergency texts

Be proactive and prepare for emergency with communication.

Provide service. Training. Planting trees.

More information. Public education/training.

Courses on safety and response. Community education.

Having center

Notify of shelter locations

N/A

Offering emergency bucket

Communication on actions

Communication to residents-How will we have water/education? Gas and electrical information important also.

-

-

Education, tips, suggestions, demonstrations

Provide classes or information days

N\A

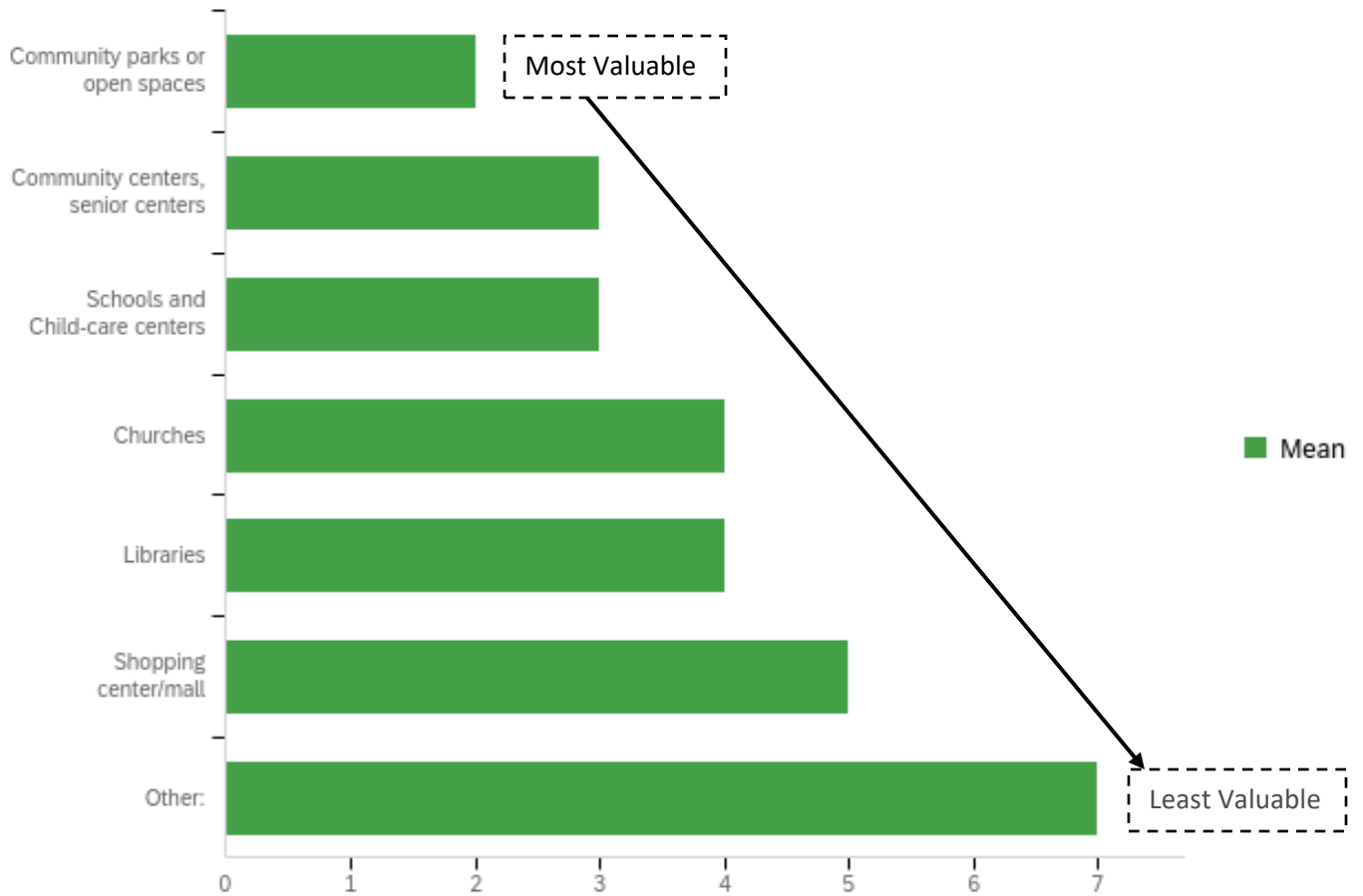
I don't know

Implement safe zones

PROVIDE EMERGENCY GRANTS, HOUSING ASSISTANCE, MORTGAGE ASSISTANCE, FOOD PANTRY, SAND BAG

Monetary assistance, emergency housing assistance, insurance assistance and sand bags

Q7 - WHAT COMMUNITY PLACES DO YOU VALUE MOST? DRAG AND DROP TO RANK FROM MOST (1) TO LEAST (7) VALUABLE.



**Q8 - HOW COULD THESE PLACES BE IMPROVED TO BETTER SERVE YOU, YOUR FAMILY,
OR COMMUNITY?**



creating more information, education, and health programs or healthy food recipes. Have more programs/recreation so as not to watch too much television

More people to help, more services. Have a water park for "cooling down"

Best quality of schools. All the rankings for LP school are sub par.

Better schools in the area, more parks, and better shopping options will make us want to stay for the long haul

I like the work being done with the community center. We moved back to La Puente recently and have been so excited to see the changes happening in our community.

FOOD DISTRABUTION

La Puente lacks a public pool, La Puente park is wonderful, every other park should be just as nice, put pressure on the county to improve parks and resources in their part of La Puente, we need a place for plays and concerts,

More investment

Provide more resources to these places.

A cool down splash park. More people to help the community, and services to address the emergency as it happens and in the recovery.

Have programs that help educate and inform people about healthy living, healthy food recipes. Encourage outdoor activities and have programs in the park for children.

I would personally like the city to look nicer and welcoming. More trees and flowers and nature overall.

creating a website that is more accessible to the community

Places to gather and get to know your neighbors

More family restaurants

Keep them safe from safety hazards including homeless people.

Getting rid of dead “shopping center” eyesores and making use of fenced empty lots filled with trash and graffiti.

Safe shopping distance, safe open space's community gathering spaces

maintaining clean, safe and healthy environments

maintaining clean and safe environment

More accessible parking

More funding for schools

Having education at locations-training

Ways to get there. Inform public of available places.

Provide resources for these locations

Being open more open have flexible hours

More personnel to help. Services addressing events.

Open to providing resources

Good as it is

Maintain clean and safe, address homelessness.

-

Cleaner, more active quality control

Should open more days

Modernizing

Community involvement

Being available, clean and organized

Cleanliness

EXCELLENT PARK. COULD NOT BE BETTER.

Open 7 days a week

Q9 - ARE THERE PARTICULAR ISSUES YOU'D LIKE THE CITY OF LA PUENTE TO ADDRESS RELATED TO THE ENVIRONMENT, FOOD ACCESS, HOUSING, SAFETY, HEALTH RISKS?



The streets are dirty. Educate people on how to keep the streets clean.

The maintenance of the streets, many potholes, and having more sidewalks to walk on.

I worry about the pedestrian and especially the students who walk home. There's lots of transients along Hacienda Blvd. It's not safe.

Homeless people threaten child safety

we need more trees to. create shade. the city should start a tree planting program.

Better grocery stores please. And some sort of barrier to the trains and plants in the area.

Air pollution is a major concern and in communities who have higher pollution burdens I encourage seeking out partnerships with organizations who help tackle these issues and public health.

CHEAPER HOUSING

Stop taking checks from the city of industry until they take more responsibility for the pollution that they welcome and profit off of. More and more factories going up, noise and air pollution from trains, non stop flow of trucks tearing up the roads. They are not a good neighbor. We breathe their smog, the foul odors coming from Athens. We need the city to fiercely protect our children from a lifetime of environmental pollution in the next city over

Transit

The quemetco /ecobat plant is concerning especially with it's history of violations. It cant be good for the surrounding environment.

Rent control

There is a lack of sidewalks, and need better street maintenance. There are a lot of potholes.

The streets are filled with litter. Education on the importance of keeping streets clean is important.

We need more organic and health stores to encourage a healthier lifestyle.

more resources on housing and food access

Health risk with industry air pollution and from the trains exhaust going to the local schools

Housing safety

Don't allow loitering or homeless people around places where families gather.

Pot holes. RVs Street parking 24/7

Quemetco poisoning us with toxic pollution. Access to farmers market, organic and health food stores and businesses.

All. Make La Puente beautiful and a place to make its residents proud

Homeless problem, dumping , graffiti, lack of agricultural maintenance

Homeless problem

Safety, crime

Rent control in the city

Cost of living

Street maintenance. Potholes. Sidewalks along streets.

More parks

Potholes

N/A

Parking an issue, Monitor abandoned vehicles.

-

N/A

None

Housing

no

Gang activity

THE CITY HAS DONE AN EXCELLENT JOB WITH THE PARK, WHICH ALLOWS A PLACE FOR EXERCISE TO COMBAT DIABETES, OBESITY, AND HIGH BLOOD PRESSURE.

Bring eateries and bars to the Downtown area

Q10 - ARE THERE AREAS WITHIN LA PUENTE THAT YOU WOULD CONSIDER UNDER-SERVED, UNDER-RESOURCED OR DISADVANTAGED? PLEASE EXPLAIN WHY.

Are there areas within La Puente that you would consider under-served, under-resourced or disadvantaged? Please explain why.

grocery stores in city

between amar and california, needs more consideration

Yes the bad areas where there is trash everywhere

Yes hacienda blvd at i/s with francisquito.

Transit

Too many homelessness

The whole city, must in education, kids

The areas closer to basset or closer to avocado heights are in great need

Street city wue (sunset)

Sparks middle school, west Puente-crime is an issue

Some of the lower income areas are falling apart, roads and sidewalks that are not addressed for years.

Side of valle

Schools. The kids' education is being cut sort. We came from South EL Monte/New Temple School. My TK kiddo knew how to read upon entering Kinder at HLPUSD. Our old school asked for 100 sight words at TK. The LP School suggested 20 at the end of Kinder. The middle school for my older kid was not better. This was from the top ranking school in our district.

San Jose Hills has been neglected for years. Low income families have no choice to live there. Knowing sex offenders are being placed in a family community is disturbing to say the least.

Places with a lot of garbage. Car parking, and treeless areas in the community.

PUENTE HILLS MALL , parks , and neighborhoods lack of maintenance

POVERTY

N/A

N/A

Many streets need attention, especially border streets.

Homes that run along valley boulevard are faced with loud noises from the train tracks. there are no tree plantings along valley blvd the way there is in the city of walnut.

EAST LA PUENTE / DORA GUZMAN. LOW INCOME AND HIGH CRIME AREA.

Don't know

Cool down splash pack in parks.

Bring eateries and bars to the Downtown area

Basset area, towards nelson and temple

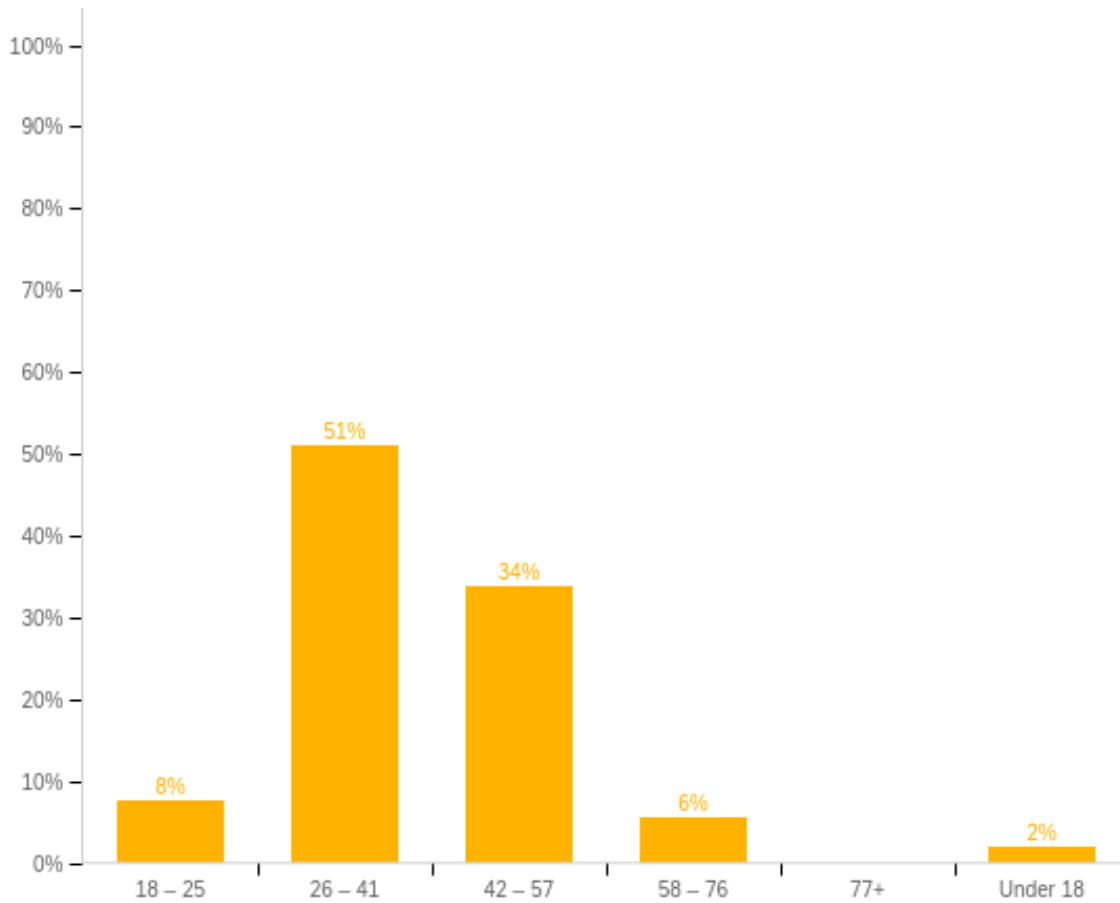
Azusa/main area (Bodega)

Areas with a lot of litter, lack of parking spaces, and areas with little tree cover.

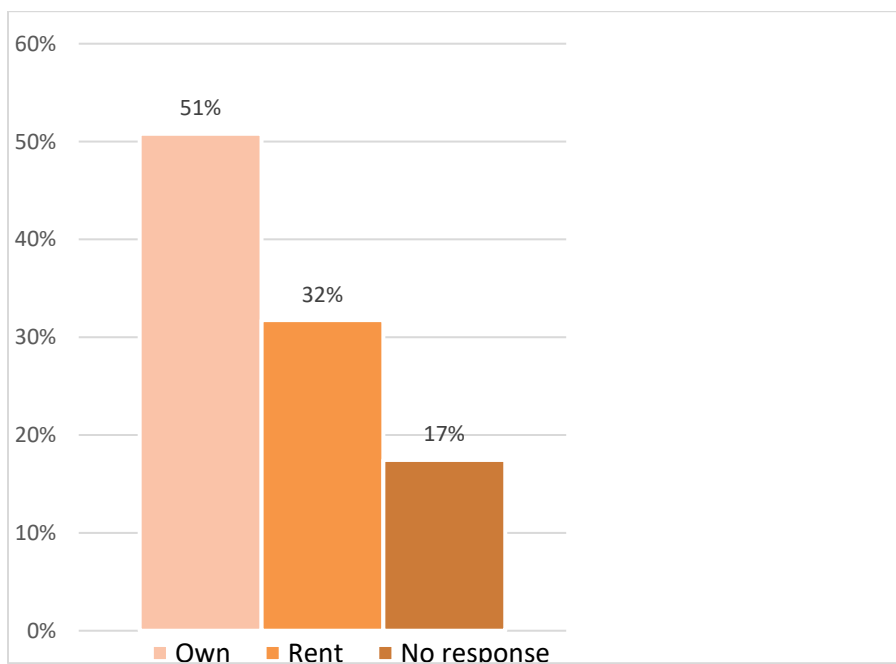
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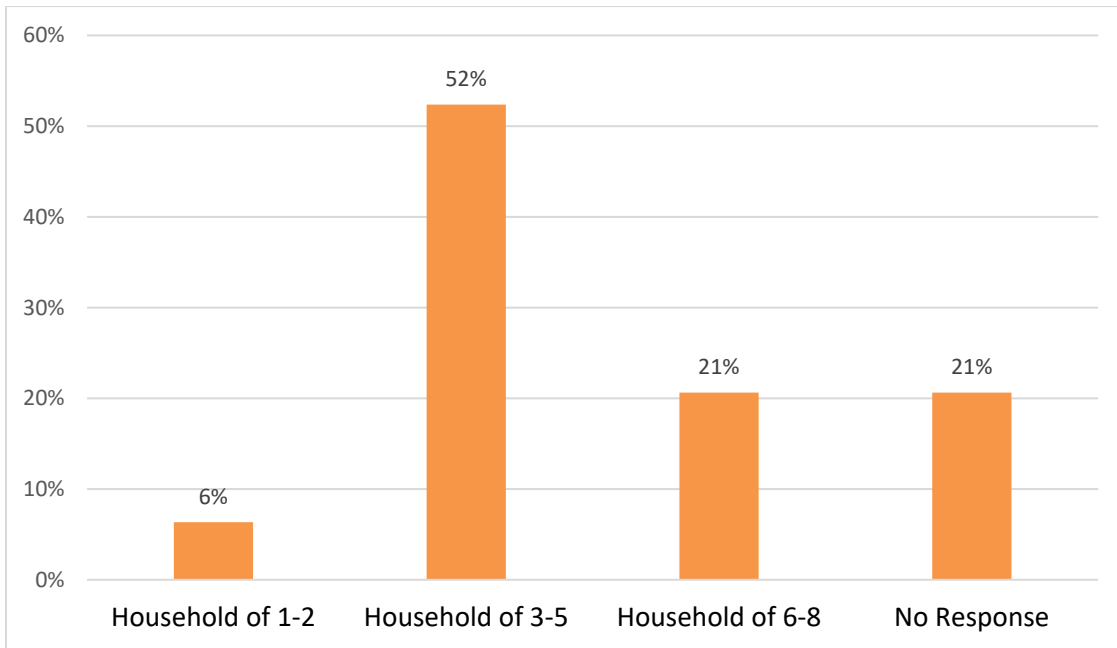
Q1 - What is your age?



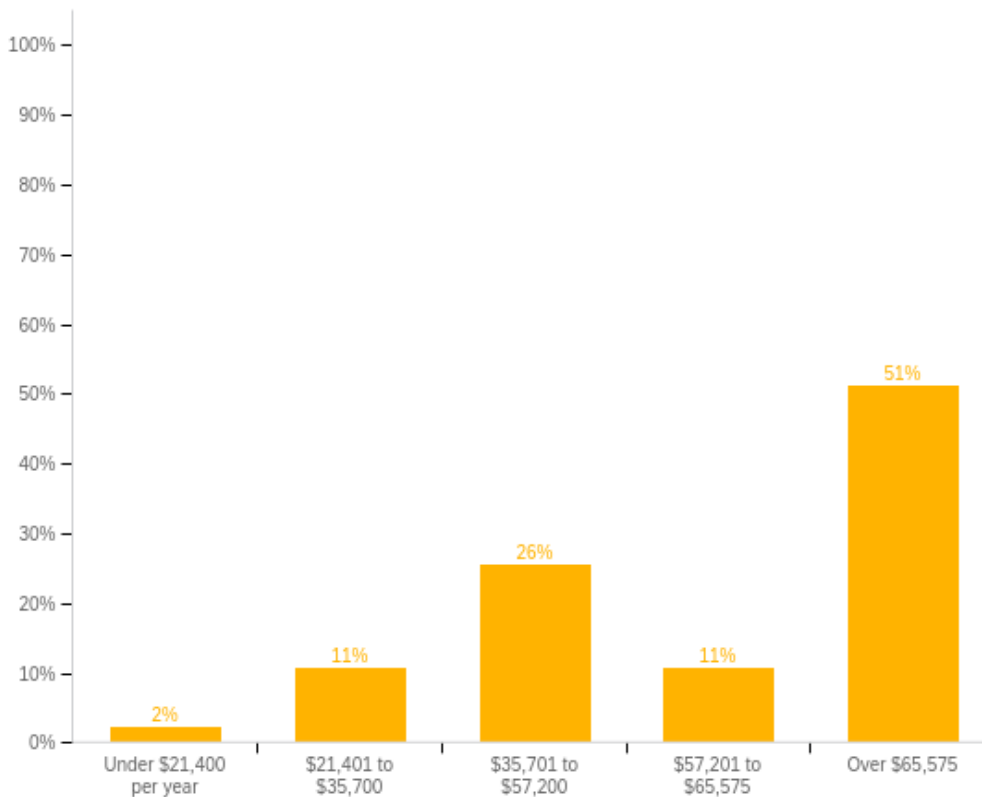
Q2 - Do you rent or own your home?



Q3 - How many people live in your household?



Q4 - What is your annual household income?



7. APPENDIX C – COMMUNITY FEEDBACK MATRIX

La Puente Community Feedback Matrix - Phase II

Comment	Method Received	Theme	Action/Comment
The Draft Environmental Justice Element should also address train noise and emissions, as they negatively impact the environment of La Puente residents.	Email	Contamination/Pollution	New policy 1.7
Policy 1.6 - I think there could be more clarification as to what improvement from freeways and railroads will do to help with environmental justice. There are studies out there that find railroads and freeways have caused a lot of contamination, especially when gas use to have lead in it.	Email	Contamination/Pollution Air Quality Collaboration	New policy 6.4 and 6.5
Also, I think the collaboration with AQMD and surrounding cities is a top priority for La Puente residents. I think that a Environmental Justice resident committee could be created by the city. This will give residents an opportunity to support the city in implementing the environmental justice policies.			
Policy 6.1 - I hope the city can find a way to facilitate frequent meetings during the year where residents can voice their opinions about environmental justice issues.			
New Policy Idea: I think the city could create a new position dedicated to environmental justice. The new position could be someone who has experience with working alongside government agencies, grant writing, and basic environmental justice research skills.			
been shut down be transformed into spaces created similarly to Peter F. Schabarum Regional Park in Rowland Heights, Legg Lake Park, Whittier Narrows Recreation Area, and Bonelli Park / Puddingstone Lake in San Dimas.	Email	Green/Open Space Water Quality Mobility Urban Agriculture Outreach and Education	Revision to Policy 5.2, 1.5, 3.1, new Policy 4.6, 4.7, 6.6
Can La Puente residents be provided with reverse osmosis water filtration systems and air purifiers for our homes?			
Improving and evolving cycling infrastructure that connect residents to major hubs. Germany has a solar covered bike path that is goals https://electrek.co/2023/05/01/europe-solar-covered-cycling-path/			
Host community classes at resident homes as learning opportunities for tree maintenance to prevent overgrowth/chopping trees down.			
Host community classes at resident homes to grow fruit and vegetable gardens. Then host competitions to celebrate neighbors that are growing non pesticide organic fruits and vegetables.			
Create awareness and celebrate residents that have gardens with drought tolerant resistant native plants. Involve LP paper, use the Jumbotron at parks, social media to highlight and celebrate.			
Work with neighboring agencies.	In Person Workshop	Collaboration	Addressed in Policy 1.6
Increase recreational space.	In Person Workshop	Green/Open Space	Addressed in Goal 5
Look at policy 5.3 and expand to promote green space.	In Person Workshop	Green/Open Space	New Policy 5.4
Partner with schools to identify lots for greening.	In Person Workshop	Green/Open Space	Revision to Policy 5.3
Use open space to mitigate climate impacts.	In Person Workshop	Green/Open Space	Addressed in Goal 1
Promote biodiversity while improving air quality.	In Person Workshop	Green/Open Space	Revision to Policy 1.3
	In Person Workshop	Green/Open Space	Revision to Policy 5.2 and 5.3
Want community gardens in vacant lots.			
Identify available lots.	In Person Workshop	Green/Open Space	Addressed in Goal 5
Leverage mixed-use land development.	In Person Workshop	Land Use	Addressed in Goal 1

Create a buffer to mitigate industrial impacts on nearby residents.	In Person Workshop	Land Use	New Policy 1.8
Education is needed on what the city can do.	In Person Workshop	Outreach and Education	Addressed in Goal 6
Help get resources to residents.	In Person Workshop	Resident Support/Resources	Addressed in Goal 7
Water quality is important.	In Person Workshop	Water Quality	New Policy 4.6
How can infrastructure help with water quality.	In Person Workshop	Water Quality	
ADA compliance is important. Don't have access to change babies with ADA issues. Playgrounds are not for all abilities. No artificial turf.	Virtual Workshop	Access	New Policy 2.4
Worried about the environment, children have asthma and air quality is important. A lot of action is needed in schools, especially with concerns to lead, plastic, and healthy food. Want better maintained parks, like Puente Park, - but want to see more liberties in schools (not over programmed). Wants more trees.	Virtual Workshop	Air Quality Contamination/Pollution Green/Open Space Collaboration	Addressed in various goals
Concerned that there is no coordination with Hacienda School, about closed schools becoming parks. Concerned there's no connection with other agencies.	Virtual Workshop	Collaboration	Addressed in Policy 1.6 and 5.3
Push to involve parents in this process by working closely with schools. Schools used to be open, and the public utilized their parks and green spaces, but now they are often closed off to the public. Is what we are proposing with Policy 5.3 realistic?	Virtual Workshop	Collaboration Green/Open Space	Addressed in Policy 5.3.
Lead is an issue - the School District is not initiating these conversations and actions. Another entity that can take leadership and protect the community is necessary.	Virtual Workshop	Contamination/Pollution	New Policy 4.8
Should address issue of lead exposure within policies.	Virtual Workshop	Contamination/Pollution	New Policy 4.8
	Virtual Workshop	Contamination/Pollution	Revision to Methodology section of document chapter 2, Existing Environmental Conditions.
Note that other cities are contaminating LP			
Minimize use of harsh chemicals to mitigate mosquitoes	Virtual Workshop	Contamination/Pollution	
No "real" farmers market in La Puente, with more fruits and veggies. Plastic a concern, along with having school foods with more fresh and healthy foods. Need natural ways to mitigate pollution. Work with other cities to address environmental issues. Affordable housing is important.	Virtual Workshop	Food Access Contamination/Pollution Collaboration Housing/Homelessness	Addressed in Policy 1.6, 3.1, 3.2, 3.3, and Goal 1.
Lead industry has ties with politicians.	Virtual Workshop	General Comment	
	Virtual Workshop	Green/Open Space	Addressed in Goal 5
The development of green spaces has taken a long time for the city to decide. Many green have been lost. The city has invested significant time and money into building the park. Will this urban greening policy come to fruition? While the park is a great addition, there are other vacant areas suitable for open space. Is establishing a community garden realistic? Developing green space may, for example, reduce parking availability for families and housing opportunities, so there is a trade-off. How quickly will progress occur?			
The police is not really doing much. We've had these ongoing concerns for years, and the city has failed to address them. We need to have an actual change, such as the creation of green spaces and increased accessibility to food	Virtual Workshop	Green/Open Space	Addressed in Goal 3 and 5.
Policy should include that all residents (minimum of 55% of residents per census tract) have access to parks.	Virtual Workshop	Green/Open Space	New Policy 5.5
Plant more trees and greenspace, especially near train tracks or high-traffic areas.	Virtual Workshop	Green/Open Space	Addressed in revised Policy 1.3
	Virtual Workshop	Green/Open Space	Addressed in Goal 5
Limited access to parks, kids can't play because parks are closed to non-registered activities. Want to see more community gardens. Wants more trees and other ways to clean the air.		Air Quality	

People have been coming for years to advocate for their concerns. Many individuals in the room have not had their voices heard, which underscores the importance of documenting their comments. Global warming is a reality. For example, Pasadena has trees and shade, yet our community members, especially seniors, are forced to endure extreme heat while waiting for the bus. It's imperative to prioritize the well-being of seniors. Cooling centers and winter shelters need to be proactive in their outreach efforts so that people are aware of the resources available to them.	Virtual Workshop	Green/Open Space Outreach and Education	Addressed in Goal 1
The lack of housing is a pressing issue. While the PROS team is making efforts, there is still much more to be done. Will tangible progress occur?	Virtual Workshop	Housing/Homelessness	Addressed in "Relation to other General Plan Elements" section, particularly with intersection of the Housing Element
Bus stops and parks are crucial for the homeless population, who often utilize them for restroom facilities and shelter from extreme weather conditions. There is an opportunity to increase outreach efforts to inform homeless individuals about available resources. Goal 4 "Ensure safe and sanitary housing" - how are we enforcing it while not hurting people? There are homes with multiple families residing in them, and many rely on income generated from car repairs conducted on multiple vehicles parked on the premises.	Virtual Workshop	Housing/Homelessness	Revision to Policy 4.3
As the overall goals, EJ Goals sound well. In our efforts to ensure street safety, we need to involve law enforcement due to issues like street racing. While La Puente does a good job with graffiti, there still remains a problem within the neighborhood. Encouraging seniors to participate is challenging – they are afraid. The 'walking strategy goal' needs to account for this.	Virtual Workshop	Mobility	Addressed in Goal 1
Students who have to walk home in extreme heat face significant challenges, and providing a shuttle service could greatly alleviate their discomfort and ensure their safety. It's concerning that no action has been taken in this regard. What can we do to support them?	Virtual Workshop	Mobility	Revised Policy 1.2
We have a traffic problem. How can we protect pedestrians? We need more infrastructure for walking. If we ask schools to allow the public to use their playground equipment and parks, are we expecting the schools to maintain them after hours? And how can we ensure the safety of these school playgrounds? What influence can we exert on the schools to open their facilities to the public? La Puente has a large agricultural community where horseback riding is common, but the roads are not safe. We need to ensure safety. How can we ensure bicycle safety?	Virtual Workshop	Mobility Green/Open Space Collaboration	Revised Policy 1.2 and overall in Goal 1
Transparency to youth and adults alike.	Virtual Workshop	Outreach and Education	Incorporated in plan
Leverage educational programs to raise awareness.	Virtual Workshop	Outreach and Education	Incorporated in plan
Acceptance of sex offenders in our neighborhoods is a concern. I understand that everyone should share the burden, but they are predominantly located in poor neighborhoods.	Virtual Workshop	Public Safety	General comment noted.
Many people in our area are involved in agriculture, and the county has intervened by requiring them to cut down trees due to mosquito issues. Despite this, some individuals still plant avocado and citrus trees and herb gardens in green spaces. However, the county often conducts spraying activities, which affects these efforts. Policy 3.1 on urban Farming can be counterproductive if county cut down fruit trees planted by community.	Virtual Workshop	Urban Agriculture	Addressed in revised Policy 3.4

RESOLUTION NO. 24-1586

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LA PUENTE, CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL ADOPT A RESOLUTION TO APPROVE GENERAL PLAN AMENDMENT (“GPA”) NO. 23-02 ADOPTING THE 2024 ENVIRONMENTAL JUSTICE ELEMENT AND RECOMMENDING ADOPTION OF A NOTICE OF EXEMPTION REGARDING SAME.

WHEREAS, General Plan Amendment No. 23-02 (“Project”) incorporates appropriate amendments to the City of La Puente General Plan addressing the new Environmental Justice Element as required by State law; and

WHEREAS, Senate Bill 1000 (2016) requires all cities and counties that have “disadvantaged communities,” as defined in the legislation, to incorporate environmental justice (“EJ”) policies into their general plans; and

WHEREAS, the City of La Puente contains census tracts that meet the SB 1000 definition of “disadvantaged communities” (also known as “EJ Priority Communities”); and

WHEREAS, residents of the EJ Priority Communities were integral to the development of the EJ Element, and were informed and engaged in a two-phased engagement process that included a bilingual (Spanish/English) community survey, two community workshops, stakeholder interview, and several community event popups; and

WHEREAS, the EJ Element seeks to enumerate actions the city can take to mitigate impacts from environmental hazards and improve conditions for residents, it is important to note that a lot of the impacts on La Puente residents are not a direct result of actions taken by the city of La Puente and may be outside the scope of the city to remedy; and

WHEREAS, the EJ Element lists seven goals to address environmental justice in La Puente, consisting of goals to (1) Promote efforts to improve the quality of the built and natural environments to reduce disparate health and environmental impacts, (2) Ensure that public facilities and services are located and distributed throughout the city to allow for easy access for and enjoyment by residents, (3) Ensure access to healthy food, (4) Ensure safe and sanitary housing, (5) Provide and improve parks and recreation centers that serve all ages and abilities, (6) Promote and ensure meaningful and effective participation and community capacity building, especially when developing, adopting, implementing, and enforcing plans and policies related to public health and environmental issues or any plans or programs that affect residents, and (7) Prioritize improvements and programs that address the needs of residents; and

WHEREAS, the California Government Code Section 65353 and 65354 require that prior to the adoption of any proposed amendment to the General Plan, the Planning Commission shall first review and recommend to the City Council the adoption of any such proposed amendment; and

WHEREAS, General Plan Amendment No. 23-02 incorporates appropriate amendments to General Plan addressing the new Environmental Justice Element as required by State law; and

WHEREAS, the City of La Puente posted the 2024 Environmental Justice Element on the City's website for public comment for a period not less than 60 days; and

WHEREAS, notice of the Planning Commission's September 3, 2024 public hearing on the proposed General Plan Amendment ("GPA") No. 23-02 for the 2024 Environmental Justice Element was published in *The San Gabriel Valley Tribune* on August 22, 2024, in compliance with the CEQA Guidelines, the City's Municipal Code ("Code"), and Government Code Section 65091; and

WHEREAS, on September 3, 2024, the Planning Commission of the City of La Puente conducted a duly noticed public hearing on the Project, and considered all written and oral testimony; and

WHEREAS, this project is exempt from the California Environmental Quality Act (CEQA) per Section 15061(b)(3) ("Common Sense Exemption") of the CEQA Guidelines since it will not result in changes to the existing physical environment and any modifications to the physical environment will not occur as a result of its adoption.

WHEREAS, all legal prerequisites to the adoption of this resolution have occurred.

NOW THEREFORE, THE PLANNING COMMISSION OF THE CITY OF LA PUENTE DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

SECTION 1. INCORPORATION OF RECITALS. All of the facts set forth in the Recitals above are true and correct, and incorporated herein by reference.

SECTION 2. PUBLIC HEARING NOTICES AND PUBLIC PARTICIPATION. All necessary public hearings and opportunities for public testimony and comment have been conducted in compliance with State law and the Municipal Code of the City of La Puente ("Code").

SECTION 3. CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS. Upon independent review, judgement, analysis, and consideration of the information contained in the Application, the Planning Commission hereby finds and determines that GPA No. 23-02 is categorically exempt from CEQA pursuant to 15061(b)(3) of the CEQA Guidelines, which states "*The activity is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.*" This exemption is based on the fact that the proposed project is a General Plan Amendment that will not result in changes to the existing physical environment, and any modifications to the physical environment will not occur as a result of its adoption which is exempt from CEQA for the

reasons outlined in the State CEQA Guideline section cited above. Upon City Council's adoption of a finding of a common sense exemption, staff has prepared and will file a Notice of Exemption.

SECTION 4. GENERAL PLAN AMENDMENT FINDINGS. Pursuant to Section 10.112.060.A of the City's Municipal Code, the Planning Commission finds as follows:

1. The amendment is internally consistent with all other provisions of the General Plan. The proposed amendment is in conformance with all the General Plan requirements of State Code 65300 in that the General Plan will continue to contain all required elements and is internally consistent. The proposed amendment is required to bring the City's General Plan into compliance with new State law, in accordance with Senate Bill 1000. The amendment is consistent with sound planning principles in that the proposed goals and policies are compatible and ensure that the General Plan can be implemented to achieve the stated goals and community vision. The proposed amendment is consistent with all other elements of the La Puente General Plan and any applicable specific plans adopted by the City. Furthermore, the City will ensure consistency between the Environmental Justice Element and other elements of the General Plan, and as new policies are introduced, they will be reviewed for consistency with existing elements. If any General Plan elements are updated, the Environmental Justice Element may also be modified to maintain consistency within the General Plan; and

2. The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City. The proposed amendment promotes the health and general welfare of the City of La Puente and its residents. The amendment protects the public interest in that it promotes community participation and capacity building for matters related to public health and environmental issues. Furthermore, the Environmental Justice Element, in the public's interest, addresses efforts to improve the quality of the built and natural environments to reduce disparate health and environmental impacts, to ensure that public facilities and services are located and distributed throughout the city to allow for easy access for and enjoyment by residents, to ensure access to healthy food, to ensure safe and sanitary housing, and to provide and improve parks and recreation centers that serve all ages and abilities.

Based on the foregoing, the Planning Commission hereby recommends that the City Council approve the 2024 Environmental Justice Element attached hereto as Exhibit A, and incorporated herein by reference, and adopt a Notice of Exemption regarding same.

SECTION 5. SEVERABILITY. The provisions of this Resolution are severable and if any provision, clause, sentence, word, or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words, or parts thereof of the Resolution or their applicability to other persons or circumstances.

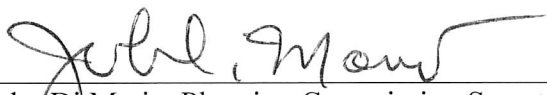
SECTION 6. ADOPTION DATE. The Planning Commission Secretary shall certify to the adoption of this Resolution and the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED by the Planning Commission of the City of La Puente at a regular meeting held on September 3, 2024, by the following vote:

AYES: Dudley, Maes, Hernandez, Paz and Penson
NOES: None
ABSTAIN: None
ABSENT: None



Gary Dudley, Planning Commission Chair



John Di Mario, Planning Commission Secretary

RESOLUTION NO. 24-5904

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA, SETTING FORTH FINDINGS AND APPROVING GENERAL PLAN AMENDMENT (“GPA”) NO. 23-02 ADOPTING THE 2024 ENVIRONMENTAL JUSTICE ELEMENT AND ADOPTING A NOTICE OF EXEMPTION REGARDING SAME

WHEREAS, General Plan Amendment No. 23-02 (“ Project”) incorporates appropriate amendments to the City of La Puente General Plan addressing the new Environmental Justice Element as required by State law; and

WHEREAS, Senate Bill 1000 (2016) requires all cities and counties that have “disadvantaged communities,” as defined in the legislation, to incorporate environmental justice (“EJ”) policies into their general plans; and

WHEREAS, the City of La Puente contains census tracts that meet the SB 1000 definition of “disadvantaged communities” (also known as “EJ Priority Communities”); and

WHEREAS, residents of the EJ Priority Communities were integral to the development of the EJ Element, and were informed and engage in a two-phased engagement process that included a bilingual (Spanish/English) community survey, two community workshops, stakeholder interview, and several community event popups; and

WHEREAS, the EJ Element seeks to enumerate actions the city can take to mitigate impacts from environmental hazards and improve conditions for residents, it is important to note that a lot of the impacts on La Puente residents are not a direct result of actions taken by the City of La Puente and may be outside the scope of the city to remedy; and

WHEREAS, the EJ Element lists seven goals to address environmental justice in La Puente, consisting of goals to (1) Promote efforts to improve the quality of the built and natural environments to reduce disparate health and environmental impacts, (2) Ensure that public facilities and services are located and distributed throughout the city to allow for easy access for and enjoyment by residents, (3) Ensure access to healthy food, (4) Ensure safe and sanitary housing, (5) Provide and improve parks and recreation centers that serve all ages and abilities, (6) Promote and ensure meaningful and effective participation and community capacity building, especially when developing, adopting, implementing, and enforcing plans and policies related to public health and environmental issues or any plans or programs that affect residents, and (7) Prioritize improvements and programs that address the needs of residents; and

WHEREAS, General Plan Amendment No. 23-02 incorporates appropriate amendments to General Plan addressing the new Environmental Justice Element as required by State law; and

WHEREAS the City of La Puente posted the 2024 Environmental Justice Element on the City’s website for public comment for a period not less than 60 days; and

WHEREAS, the California Government Code Section 65353 and 65354 require that prior to the adoption of any proposed amendment to the General Plan, the Planning Commission shall first review and recommend to the City Council the adoption of any such proposed amendment; and

WHEREAS, on September 3, 2024, the Planning Commission of the City of La Puente conducted a duly noticed public hearing on the Project, considered all written and oral testimony, and adopted Planning Commission Resolution No. 24-1586 recommending that the City Council adopt a resolution to approve GPA No 23-02 adopting the 2024 Environmental Justice Element and recommending adoption of a Notice of Exemption; and

WHEREAS, notice of the City Council's November 12, 2024, public hearing on the proposed General Plan Amendment No. 23-02 for the 2024 Environmental Justice Element Update was published in *The San Gabriel Valley Tribune* on November 1, 2024, in compliance with the CEQA Guidelines, the City's Municipal Code ("Code"), and Government Code Section 65091; and

WHEREAS, on November 12, 2024, the City Council of the City of La Puente conducted a duly noticed public hearing on the Project, and considered all written and oral testimony; and

WHEREAS, this project is exempt from the California Environmental Quality Act (CEQA) per Section 15061(b)(3) ("Common Sense Exemption") of the CEQA Guidelines since it will not result in changes to the existing physical environment and any modifications to the physical environment will not occur as a result of its adoption.

WHEREAS, all legal prerequisites to the adoption of this resolution have occurred.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF LA PUENTE HEREBY FINDS, DETERMINES, AND RESOLVES AS FOLLOWS:

SECTION 1. INCORPORATION OF RECITALS. All of the facts set forth in the Recitals above are true and correct, and incorporated herein by reference.

SECTION 2. PUBLIC HEARING NOTICES AND PUBLIC PARTICIPATION. All necessary public hearings and opportunities for public testimony and comment have been conducted in compliance with State law and the Municipal Code of the City of La Puente ("Code").

SECTION 3. CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS. Upon independent review, judgement, analysis, and consideration of the information contained in the Application, the City Council hereby finds and determines that GPA No. 23-02 is categorically exempt from CEQA pursuant to 15061(b)(3) of the CEQA Guidelines, which states "*The activity is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.*" This exemption is based on the fact that the proposed project is a General Plan Amendment that will not result in changes to the

existing physical environment, and any modifications to the physical environment will not occur as a result of its adoption which is exempt from CEQA for the reasons outlined in the State CEQA Guideline section cited above. Upon City Council's adoption of a finding of a common sense exemption, staff has prepared and will file a Notice of Exemption.

SECTION 4. GENERAL PLAN AMENDMENT FINDINGS. Pursuant to Section 10.112.060.A of the City's Municipal Code, the City Council finds as follows:

1. The amendment is internally consistent with all other provisions of the General Plan. The proposed amendment is in conformance with all the General Plan requirements of State Code 65300 in that the General Plan will continue to contain all required elements and is internally consistent. The proposed amendment is required to bring the City's General Plan into compliance with new State law, in accordance with Senate Bill 1000. The amendment is consistent with sound planning principles in that the proposed goals and policies are compatible and ensure that the General Plan can be implemented to achieve the stated goals and community vision. The proposed amendment is consistent with all other elements of the La Puente General Plan and any applicable specific plans adopted by the City. Furthermore, the City will ensure consistency between the Environmental Justice Element and other elements of the General Plan, and as new policies are introduced, they will be reviewed for consistency with existing elements. If any General Plan elements are updated, the Environmental Justice Element may also be modified to maintain consistency within the General Plan; and

2. The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City. The proposed amendment promotes the health and general welfare of the City of La Puente and its residents. The amendment protects the public interest in that it promotes community participation and capacity building for matters related to public health and environmental issues. Furthermore, the Environmental Justice Element, in the public's interest, addresses efforts to improve the quality of the built and natural environments to reduce disparate health and environmental impacts, to ensure that public facilities and services are located and distributed throughout the city to allow for easy access for and enjoyment by residents, to ensure access to healthy food, to ensure safe and sanitary housing, and to provide and improve parks and recreation centers that serve all ages and abilities.

Based on the foregoing, the City Council hereby approves the 2024 Environmental Justice Element attached hereto as Exhibit A, and incorporated herein by reference, and adopt a Notice of Exemption regarding same.

SECTION 5. SEVERABILITY. The provisions of this Resolution are severable and if any provision, clause, sentence, word, or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words, or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 6. ADOPTION DATE. The City Clerk shall certify to the adoption of this Resolution and the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED this 12th day of November 2024, by the following vote:

AYES:	COUNCILMEMBER:
NOES:	COUNCILMEMBER:
ABSENT:	COUNCILMEMBER:
ABSTAIN:	COUNCILMEMBER:

Gabriel Quiñones, Mayor

ATTEST:

Martha Torres, MPA, City Clerk



City of La Puente

15900 E. Main Street La Puente, CA 91744 Telephone (626) 855-1500 Fax (626) 961-4626

NOTICE OF EXEMPTION

TO: County Clerk
County of Los Angeles
Environmental Filings
12400 East Imperial Hwy
Norwalk, CA 90650

FROM: City of La Puente
15900 E. Main Street
La Puente, CA 91744

Project Title: General Plan Amendment (GPA) 23-02

Project Location (Specific): Citywide

Project Location (City): La Puente **Project Location (County):** Los Angeles

Description of Nature, Purpose, and Beneficiaries of Project: A request recommending that the City Council adopt a resolution to approve General Plan Amendment ("GPA") No. 23-02 adopting the new 2024 Environmental Justice Element; and recommending adoption of a Common Sense Exemption pursuant to Section 15061(b)(3) of the State CEQA Guidelines.

Name of Public Agency Approving Project: City of La Puente

Name of Person or Agency Carrying Out Project: Abraham Tellez, Planning Manager

Exempt Status: (Check One)

- ☐ Ministerial (14 Calif. Admin. Code §15268)
- ☐ Declared Emergency (14 Cal. Admin. Code §15269(a))
- ☐ Emergency Project (14 Cal. Admin. Code §15269(b) & (c))
- ☐ Statutory Exemption. (14 Cal. Admin. Code §§15260 et seq.)
- ☐ Categorical Exemption. (14 Cal. Admin. Code §§15300 et seq.)
- ☒ Common Sense Exemption. (14 Cal. Admin. Code §§15061(b)(3) et seq.)

Reasons why project is exempt: This exemption is based on the fact that the proposed project, which includes a General Plan Amendment will not result in changes to the existing physical environment, and any modifications to the physical environment will not occur as a result of its adoption which is exempt from CEQA for the reasons outlined in the State CEQA Guideline section cited above.

Contact Person: Abraham Tellez

Phone No.: (626) 855-1513

Date received for Filing:

Signature: _____

Date: _____



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: November 12, 2024

From: Robert Lindsey, City Manager

By: Troy Grunklee, CPA, Director of Administrative Services
Martha Torres, MPA, City Clerk
Natalie Romo, Management Analyst

SUBJECT: CONSIDERATION OF AN UPDATE TO EXHIBIT A AND EXHIBIT B OF RESOLUTION NO. 24-5902 WITH THE AGREED UPON CHANGES BETWEEN THE CITY OF LA PUENTE AND THE SERVICE EMPLOYEES' INTERNATIONAL UNION LOCAL 721 IN THE COMPREHENSIVE PERSONNEL POLICY FOR REGULAR EMPLOYEES AND A COMPREHENSIVE PERSONNEL POLICY FOR AT-WILL EMPLOYEES

BACKGROUND

On April 26, 2005, the City Council approved Resolution No. 05-4464 adopting a revised and updated Comprehensive Personnel Policy ("CPP") that included several different changes, including changes to the following sections:

- Section 4.3 Job Openings
- Section 9 Disciplinary and Grievance Procedures
- Section 13.7 Compensatory Time in Lieu of Overtime
- Section 16.4 Family Leave and Medical Leave (FMLA)
- Sections 22, 23, and 24

Additionally, items such as benefits, holidays, vacations and retirement were unchanged except to bring those areas up to date with the most current policies of the City at the time.

On September 25, 2007, the City Council approved Resolution No. 07-4659, which adopted a Memorandum of Understanding ("MOU") between the City and the Local 721, Service Employee International Union ("Union"). All changes that were adopted in the MOU were updated in the CPP with a revised date of July 1, 2007. All employees at the time were given a memo dated October 30, 2007, regarding the changes, and an "Employee Acknowledgement" form that they were asked to sign and return to Human Resources stating that they had read and understood all the revisions.

On October 22, 2024, the City Council approved Resolution No. 24-5902, which approved a CPP for Regular Employees and a CPP for At-Will Employees for the City of La Puente. Additionally, certain administrative policies were rescinded because they were either no longer applicable, or they had been incorporated into the CPP for Regular and At-Will employees.

DISCUSSION

At the October 22, 2024, City Council meeting, City staff discussed that just prior to the meeting they had received an email from the SEIU regarding two sections of the CPP for Regular Employees that they had potential revisions on. City staff informed the City Council that they would review the revisions proposed by the SEIU and bring back those sections of the CPP for Regular Employees for City Council approval.

Section 8.3 (Rules of Conduct – Personal Cleanliness and Fragrance-Free Expectations) was the first section that was brought up. It read:

“All employees are expected to report to work clean and tidy, without the use of heavily scented personal products. When supervisors and/or City management have been made aware of chemical and/or fragrance sensitivities on the part of patrons and/or employees, the employee wearing or using the products will be communicated with regarding the situation and requested to immediately stop wearing or using the scented products that is causing distress to others. Employees are also required to refrain from using air fresheners, room deodorizers, scented cleaning compounds or similar products in any public or staff-only location.

No employees, even if they have a “medical marijuana” prescription from a California medical provider, are to appear at work as if they are under its influence, nor can employees report to work smelling of marijuana.”

The SEIU proposed alternate and more detailed language for the City staff to review. City staff reviewed the proposed language and submitted slight modifications to what the SEIU had proposed to be more general in nature. The updated, general language was presented to the SEIU and they agreed to the language. This section will now be updated in the CPP for Regular Employees and At-will employees to read:

“All employees are expected to maintain their personal hygiene and report to work clean and tidy. Employees are required to refrain from using heavily scented personal products, air fresheners, room deodorizers, scented cleaning compounds or similar products in any public or staff-only locations. When supervisors and/or City management have been made aware of chemical and/or fragrance sensitivities or lack of personal hygiene, on the part of patrons and/or employees, the identified employee will be communicated with regarding the situation and requested to take immediate corrective action, if corrective action is possible to address the problem that is causing distress to others.

No employees, even if they have a “medical marijuana” prescription from a California medical provider, are to appear at work as if they are under its influence, nor can employees report to work smelling of marijuana.”

Section 10.9 (Disciplinary and Grievance Procedures – Grievance Rights and Procedures) was the other section that was brought up. The SEIU wanted to be sure that the grievance procedure that was included in the MOU superseded any changes to the policy. City staff reviewed the CPP against the MOU and confirmed that both documents were the same. No changes were made to that section.

City staff are recommending the City Council approve the two sections and update Exhibit A and Exhibit B to Resolution No. 24-5902 with the changes that were agreed upon by the SEIU.

FISCAL IMPACT

There is no fiscal impact to the City.

RECOMMENDATION

It is recommended that the City Council approve and update Exhibit A and Exhibit B of Resolution No. 24-5902 with the agreed upon changes in the Comprehensive Personnel Policy for Regular Employees and the Comprehensive Personnel Policy for At-Will Employees for the City of La Puente.

ATTACHMENTS

Attachment A: Regular Employee - Comprehensive Personnel Policy
Attachment B: At-Will Employee – Comprehensive Personnel Policy

**City of La Puente
California**



**REGULAR EMPLOYEES
COMPREHENSIVE PERSONNEL
POLICY HANDBOOK**

**Adopted: April 26, 2005
Revised: July 1, 2007
Revised: October 22, 2024**

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CHAPTER 1: GENERAL PROVISIONS AND APPLICABILITY

Purpose: The purpose of these City of La Puente ("City") personnel policies, rules, and regulations is to provide consistency and structure in the administration of personnel matters, and to achieve a common understanding of certain basic City policies and procedures, which generally apply in all circumstances. These rules are not intended to supersede any Memoranda of Understanding and any amendments, employer-employee resolutions, or employment contracts. To the extent these rules are inconsistent, the Memorandum of Understanding (collective bargaining agreement) and any amendments, employer-employee resolution, or employment contracts will control. In addition, these rules are not intended to supplant appropriate managerial discretion in matters not specifically addressed by these rules.

Applicability: The policies, rules, and regulations stated in this document apply to all City employees considered regular, Council Members, Commissioners, Committee members, and any other individuals engaged with the City, as applicable.

This handbook does not apply to At-will employees. These individuals are covered by policies, rules and regulations found in the City's At-Will Handbook.

Violation: Violation of the provisions of these policies, rules, and regulations shall be grounds for appropriate disciplinary action, up to and including termination of employment, in addition to any other penalties provided by law.

Duties Delegable: The duties and responsibilities assigned to the City Manager, department heads, and other supervisors may be delegated to other responsible employees as appropriate.

Amendment: These policies, rules, and regulations may be amended by the City Council after meeting and consulting with the appropriate employee units.

CHAPTER 2: LEGAL

Section 2.1: Prevention of Harassment, Discrimination, and Retaliation Policy

The City is committed to providing a work environment that is free from harassment (including sexual harassment), bullying, discrimination, and retaliation. In keeping with this commitment, the City maintains a strict policy prohibiting such conduct.

The purpose of this policy is to define and expressly prohibit all harassing, bullying, discriminatory, and retaliatory conduct in the workplace, as well as the condoning or perpetuating of such conduct, and to establish an efficient means for reporting and resolving complaints of harassment, bullying, discrimination, and retaliation against any individual who reports harassment, bullying, discrimination, or retaliation, or who participates in an investigation of such reports.

Harassment, bullying, discrimination, and retaliation can decrease work productivity, decrease morale, and cause emotional and physical damage. Incidents of discrimination, bullying, harassment, and retaliation can result in serious economic implications such as high turnover, ineffective use of time during working hours, costly salaries paid for nonproductive work hours, and employee absences due to hearings and meetings related to discrimination, bullying, harassment, and retaliation complaints.

The City expressly prohibits discrimination and harassment of all applicants, employees, volunteers, interns, Council members, Commissioners, Committee members, contract employees, and any other individuals engaged with the City, on the basis of race, color, national origin, ancestry, including hair styles based on race, national origin and ancestry, religion, creed, physical or mental disability, medical condition, pregnancy, childbirth or related medical conditions, veteran status, sexual orientation, gender identity or expression, genetic information, marital status, military or veteran status, sex, age over 40 years or any other basis protected by applicable federal, state, or local law, including association with individuals with these protected characteristics or perception that an individual has one or more of these protected characteristics.

The City also prohibits retaliation against any individual who files a complaint of discrimination or harassment pursuant to this Policy, or against any individual who assists someone with filing a complaint of discrimination or harassment, who participates in any manner in an investigation or resolution of a complaint of discrimination or harassment, or who otherwise opposes conduct they reasonably believe to be unlawful discrimination or harassment.

The City considers harassment, bullying, discrimination, and retaliation to be a serious offense and is firmly committed to the philosophy that every employee, volunteer, intern, or contract worker has the right to work in an environment free from such treatment. Employees are expected to adhere to a standard of conduct that is respectful to all persons within the work environment and compliant with this Policy and all applicable federal, state, and local laws and regulations governing workplace conduct. The City will neither tolerate nor condone harassment of employees by managers, supervisors, co-workers, elected/appointed officials, or persons with whom the City has a business, service, or professional relationship.

Any employee found to have engaged in conduct in violation of this Policy will be subject to appropriate disciplinary action, up to and including termination. Employees may be subject to discipline for engaging in discriminatory or harassing conduct that does not meet the definition of harassment under the law, but that, if repeated or allowed to continue, might meet that definition. The City will also take appropriate action to address violations of this Policy by non-employees.

The City trusts that employees, contract workers, City officials, volunteers, and interns will act responsibly to establish a respectful environment free of discrimination, bullying, harassment, or retaliation. The City encourages all employees, contract workers, volunteers, and interns to raise questions regarding discrimination, bullying, harassment, or retaliation with their immediate supervisor, department head, or the Personnel Officer.

A. Definitions

1. Legally Protected Categories

- a. Race (including traits historically associated with race, including, but not limited to, hair texture and protective hairstyles, per the CROWN Act of 2019)
- b. Color
- c. National origin (including discrimination based on possessing a driver's license indicating "this card is not acceptable for official federal purposes")
- d. Ancestry
- e. Religious creed (including religious dress and grooming practices)
- f. Physical or mental disability
- g. reproductive health decision-making
- h. Medical condition

- i. Genetic information
- j. Sexual orientation
- k. Gender identity or expression
- l. Sex (including pregnancy, childbirth, breastfeeding, or related medical conditions)
- m. Marital status
- n. Military or veteran status
- o. Age over 40 years
- p. Or any other basis protected by applicable federal, state, or local law, including association with individuals with these protected characteristics or perception that an individual has one or more of these protected characteristics.

2. Harassment

Harassment is unwelcome verbal, visual, written, or physical conduct based on a person's actual or perceived membership in a protected category, or association with an individual in a protected category that is sufficiently severe or pervasive to have the effect or purpose of: creating an intimidating, hostile or offensive work environment; unreasonably interfering with an individual's work performance; or otherwise adversely affecting an individual's employment opportunities.

Harassing conduct can take many forms and includes, but is not limited to, slurs, jokes, statements, gestures, pictures, or computer images regarding an employee, applicant, volunteer, intern, or contract worker's legally protected characteristic. Harassment in the workplace is prohibited whether it involves a co-worker, supervisor, or manager, or by third parties doing business with or for the City.

3. Sexual harassment

Sexual harassment is conduct that constitutes an unwelcome sexual advance, proposition, or request for sexual favors or dating, or any other verbal, visual, or physical conduct of a sexual nature or directed at an individual because of their sex when:

- a. Submission to such conduct is made a term or condition of employment or relates to the conditional receipt of employment benefits, such as hiring, compensation and advancement; or
- b. Submission to or rejection of such conduct is used as basis for making employment decisions affecting the individual; or
- c. Such conduct is severe or pervasive to the extent that it has the purpose or effect of unreasonably interfering with an employee's work performance or creates an intimidating, hostile, or offensive working environment.

Sexual harassment can occur between members of the same or opposite sex. Sexual harassment need not be motivated by sexual desire. Sexual harassment on the job is prohibited whether it involves co-worker harassment, a supervisor, City Official, a subordinate, or a third parties doing business with or for the City.

Examples of conduct that can constitute unlawful harassment or sexual harassment include, but are not limited to, the following:

- a. Verbal harassment: Verbal sexual advances or propositions, jokes, epithets, derogatory comments or slurs, graphic commentaries about an individual's body or other suggestive or offensive comments made on the basis of a legally protected category; and

- b. Physical harassment: Assault, unwanted or unsolicited touching, impeding, or blocking movement, interference with normal work movement, massages, sitting on laps, or physical behavior of any type based upon a legally protected category; and
- c. Visual harassment: Leering, derogatory gestures, inappropriate or offensive posters, notices, bulletins, cartoons, drawings, e-mails, content displayed from a computer or cell phone, or other depictions related to a legally protected category; and/or
- d. Unwelcome sexual conduct: Unwelcome sexual advances or propositions, requests for sexual favors, requests for dates, verbal abuse of a sexual nature, verbal commentary about an individual's body, dress or appearance, sexually explicit jokes, sexually degrading language, suggestive or obscene communications, and other verbal, visual or physical conduct of a sexual nature.

4. Discrimination

Discrimination is the unequal or unfair treatment of an individual in any aspect of employment based solely or in part on the individual's membership in a legally protected category, association with individual(s) in a legally protected category, or perception of being in a legally protected category. Discriminatory conduct may include, but is not limited to: hostile or demeaning behavior towards applicants or employees because of their protected category; allowing the applicant's or employee's protected category to be a factor in hiring, promotion, compensation or other employment related decisions unless otherwise permitted by applicable law, and providing unwarranted assistance or withholding work-related assistance, cooperation, and/or information to applicants or employees because of their membership in a protected category.

5. Protected Activity

Examples of conduct that can constitute protected activity include, but are not limited to, the following:

- a. Protected good faith opposition to or reporting of perceived or actual discrimination, harassment, and/or retaliation, or refusing to tolerate or engage in prohibited conduct, or threatening to file a complaint with any federal, state, or administrative agency or court. Protected opposition also includes a complaint or protest made on behalf of another employee or made by the employee's representative. Complaints or oppositions that are intentionally false and/or not made in good faith are not protected; and/or
- b. Protected participation such as filing a complaint, charge, testifying, assisting, or in any way participating in any internal or administrative investigation, proceeding, or hearing, and/or litigation under federal or state statutes.

6. Adverse Impact/Retaliation

Retaliation is taking adverse employment action against an individual because the individual either reports in good faith or opposes a practice that the individual reasonably believes constitutes employment discrimination, harassment, or retaliation, or participates in any manner in an investigation or proceeding related to allegations of employment discrimination, harassment, or retaliation.

Examples of conduct that can constitute an adverse employment action include, but are not limited to, the following:

- a. denial of promotion

- b. refusal to hire
- c. denial of job benefits
- d. demotion
- e. suspension
- f. discharge

Adverse actions may also include threats, reprisals, and adverse treatment that in the circumstances could dissuade or intimidate a reasonable person from raising a concern about a workplace condition or activity.

7. Supervisor

An employee with the authority to direct employees, address or respond to grievances, hire, transfer, suspend, layoff, recall, promote, discharge, assign, regard, or discipline other employees, or make such recommendations, if, in connection with the foregoing, the exercise of that authority is not merely of a routine or clerical nature, but requires the use of independent judgement.

8. City Official

Any elected or appointed member of the City's legislative body.

Employees should contact their supervisor or other supervisory employee, the City Manager, or the Personnel Officer with any questions regarding these definitions, or if they are uncertain about what constitutes prohibited discrimination, harassment, sexual harassment, or retaliation under this Policy.

B. Reporting Harassment, Discrimination, Or Retaliation

An employee who believes that they have been the recipient of harassment, discrimination, or retaliation should report the incident immediately to a supervisor or delegated Human Resources Staff. An employee who believes that they have been the recipient of illegal harassment, discrimination, or retaliation should report the incident immediately and to the extent possible follow the steps outlined in the Complaint Resolution Procedure (See Section 2.4) so that the complaint can be resolved quickly and fairly.

Section 2.2: Respectful Workplace Policy

The City is committed to providing a work environment where all employees and contracted staff work in an environment of respect, collaboration, dignity, openness, safety, and equality; and where the workplace is free from negative, and inappropriate behaviors. The purpose of this policy is to provide a respectful workplace and prohibit workplace bullying. It reinforces the City's other policies prohibiting unlawful harassment and unlawful discrimination.

All complaints of harassment or bullying behaviors will be taken seriously and followed through to resolution. Employees who file complaints will not be victimized for "whistle-blowing" or reporting others for their inappropriate behavior.

All persons involved in the operation of the City and receiving services by its employees have the right to dignity and respect. This policy extends to all employees, supervisors, and all persons involved in the operation of the City including members of the City Council, Commissioners, consultants working on City-related projects, clients, customers, and other business contacts and third parties who may encounter employees in the course of their work for the City. It also covers off-site and work-related social events.

A. Acceptable and Healthy Workplace Behaviors

Acceptable and healthy workplace behaviors are any behaviors that promote respect, positivity, and civility in our workplace. They include, but are not limited to:

1. Using respectful, supportive, and encouraging language in all interactions, no matter the subject of conversation.
2. Politely offering your thoughts or disagreements on an issue.
3. Listening to your peers with an open mind and engaging with others with a true desire for resolution.
4. Being open to innovative and creative ideas, even if they seem impossible to achieve at first.
5. Giving peers direct, solution-oriented, constructive feedback.
6. Recognizing and expressing appreciation for work done correctly and in a timely manner.
7. Maintaining a positive attitude with all co-workers, clients, and customers.

B. Workplace Bullying Defined

Workplace bullying is defined as systematic aggressive communication, manipulation of work, and acts aimed at humiliating or degrading one or more individual that create an unhealthy and unprofessional power imbalance, resulting in psychological consequences for targets and witnesses of the behavior, and cause damage to an organization's bottom line.

The following types of behaviors are well recognized as having damaging consequences for their recipients, the observers of the behavior, and the City and are therefore not tolerated.

Examples of disrespectful/bullying behaviors may include, but are not limited to:

1. Inappropriate gestures; visual staring; harassment; behaviors that are threatening or intimidating; coercing others; or abusive, offensive, and demeaning behaviors.
2. Excessive yelling, repeated emotional outbursts, berating others, using a harsh tone of voice.
3. Talking down to others or using degrading remarks or tone of voice.
4. Criticizing or pointing out mistakes to others in front of a group; using a condescending tone.
5. Social exclusion or ostracism, ignoring others, silent treatment.
6. Treating some less favorably than others.
7. Undermining another's work by giving impossible to meet deadlines or workloads.
8. Excessive monitoring of work or unnecessary micromanagement.
9. Arbitrary or punitive punishment without cause; inconsistent discipline.
10. Withholding pertinent work-related information; undermining another's work by not giving them enough information to do what is required of them.
11. Gossiping or spreading rumors.
12. Manipulating a person's job content; unwarranted removal of core responsibilities.
13. Blaming others for things out of their control.
14. Acting "out to get" others.
15. Making threats; using intimidating tactics.
16. Making humiliating or degrading remarks about a person online (i.e., cyberbullying).
17. Any malicious behavior a reasonable person would find unprofessional, disturbing, and harmful to their psychological health.

C. Management Responsibility

Management and others in positions of authority and workplace representatives have a responsibility

to ensure that healthy and appropriate behaviors are always being exhibited and that complaints are addressed speedily. Management will:

1. Provide good examples by treating all with courtesy and respect.
2. Promote awareness of the policy and complaint procedures.
3. Be vigilant for signs of inappropriate behaviors at work through observation and information seeking and take action to resolve the behavior before it escalates.
4. Explain the procedures to be followed if a complaint of inappropriate behavior at work is made.
5. Ensure that an employee making a complaint is not retaliated against (victimized) for making a complaint and immediately deal with such behavior if it occurs.
6. Monitor and follow up the situation after a complaint is made to prevent recurrence of the behavior.

D. Employee and Witness Responsibilities

All employees, whether considered full-time, part-time, or contract/temporary must contribute to achieving a work environment that does not tolerate harassment, discrimination, disrespectful and/or bullying behavior at work. All employees should do their best to always engage in respectful interactions. If they believe that non-respectful/bullying activities are taking place, they should report to their supervisor or delegated Human Resources Staff what they see in the workplace as it relates to behaviors defined as unacceptable.

Employees should also cooperate with preventative measures introduced by management and recognize that a finding of unacceptable behaviors at work will be dealt with through appropriate disciplinary procedures. Equally, a finding of vexatious complaints will also be dealt with through appropriate disciplinary procedures.

E. Process for Investigation and Resolution of Complaints

An employee who believes that they have been the recipient of disrespectful or bullying behavior should report the incident immediately to a supervisor or delegated Human Resources Staff. An employee who believes that they have been the recipient of illegal harassment, discrimination, disrespectful /bullying behavior should report the incident immediately and to the extent possible follow the steps outlined in the Complaint Resolution Procedure (See Section 2.4) so that the complaint can be resolved quickly and fairly.

Section 2.3: Workplace Violence Prevention Plan

The City is committed to providing a safe, violence-free workplace. For that reason, the City strictly prohibits appointed or elected officials, employees, consultants, contractors, customers, visitors, volunteers or anyone else on City premises or engaging in a City-related activity from behaving in a violent or threatening manner. For purposes of this policy, the workplace includes any location where City business is conducted, including but not limited to City-owned or leased buildings and surrounding areas, such as sidewalks, walkways, driveways, and parking lots under the City's ownership or control. This policy also applies to all City-owned or leased vehicles and all vehicles that come onto City property.

Consistent with this policy, acts or threats, whether verbal, written, or physical, of violence, including intimidation, harassment, and/or coercion, which involve or affect City employees, will not be tolerated and will be subject to appropriate disciplinary action, up to and including termination. In addition, a violation of this policy may lead to criminal prosecution.

This policy establishes, implements, and maintains an effective workplace violence prevention plan as required by SB 553 (Labor Code § 6401.9). Our Workplace Violence Prevention (WVP) plan is available upon request for examination and copying to our employees, their representatives, and the Chief of Cal/OSHA's designee. Our policy addresses the hazards known to be associated with the four types of workplace violence as defined by Labor Code (LC) section 6401.9.

A. Definitions

1. Emergency

Unanticipated circumstances that can be life threatening or pose a risk of significant injuries to employees or other persons.

2. Engineering controls

An aspect of the built space or a device that removes a hazard from the workplace or creates a barrier between the employee and the hazard.

3. Log

The violent incident log required by LC section 6401.9.

4. Plan

The workplace violence prevention plan required by LC section 6401.9.

5. Serious injury or illness

Any injury or illness occurring in a place of employment or in connection with any employment that requires inpatient hospitalization for other than medical observation or diagnostic testing, or in which an employee suffers an amputation, the loss of an eye, or any serious degree of permanent disfigurement, but does not include any injury or illness or death caused by an accident on a public street or highway, unless the accident occurred in a construction zone.

6. Threat of violence

Any verbal or written statement, including, but not limited to, texts, electronic messages, social media messages, or other online posts, or any behavioral or physical conduct, that conveys an intent, or that is reasonably perceived to convey an intent, to cause physical harm or to place someone in fear of physical harm, and that serves no legitimate purpose.

B. Workplace Violence Defined

1. Workplace Violence

Any act of violence or threat of violence that occurs in a place of employment. Workplace violence does not include lawful acts of self-defense or defense of others.

2. Work practice controls

Procedures and rules which are used to effectively reduce workplace violence hazards.

3. Workplace violence includes, but is not limited to, the following:

- a. Threats of any kind;
- b. The threat or use of physical force against an employee that results in, or has a high likelihood of resulting in, injury, psychological trauma, or stress, regardless of whether the employee sustains an injury;
- c. Other behavior that suggests a propensity toward violence, which can include belligerent speech, excessive arguing or swearing, sabotage, or threats of sabotage of City property, or a demonstrated pattern of refusal to follow City policies and procedures;
- d. Defacing City property or causing physical damage to the facilities;
- e. Bringing weapons or firearms of any kind on City property, in City parking lots, or while conducting City business (with the exception of public safety personnel permitted to carry weapons or firearms).
- f. An incident involving a threat or use of a firearm or other dangerous weapon, including the use of common objects as weapons, regardless of whether the employee sustains an injury.

4. The following four workplace violence types:

- a. **Type 1:** Workplace violence committed by a person who has no legitimate business at the worksite and includes violent acts by anyone who enters the workplace or approaches employees with the intent to commit a crime.
- b. **Type 2:** Workplace violence directed at employees by customers, clients, patients, students, inmates, or visitors.
- c. **Type 3:** Workplace violence against an employee by a present or former employee, supervisor, or manager.
- d. **Type 4:** Workplace violence committed in the workplace by a person who does not work there but has or is known to have had a personal relationship with an employee.

C. Responsibility and Authority

The Personnel Officer, or their designee, is the designated WVP Plan Administrator and has the authority and responsibility for developing, implementing, and maintaining this plan and conducting or overseeing any investigations of workplace violence reports. The Personnel Officer, or their designee, will also be able to answer employee questions concerning this plan.

The Personnel Officer shall solicit feedback and input from Department Heads, employees, and their authorized representatives in developing and implementing the WVP plan. Active involvement of employees could include, but is not limited to, their participation in identifying, evaluating, and correcting workplace violence hazards; in designing and implementing training; and in reporting and investigating workplace violence incidents.

The Personnel Officer, or their assigned designee, shall coordinate implementation of the workplace violence prevention plan with other employers (ex. contracted security staff and other employers on site), when applicable, to ensure those employers and their employees understand their respective roles as provided in the plan. These other employers and their staff shall be provided with training on the City's workplace violence prevention plan.

D. Responsibilities of Department Heads, Managers, and Supervisors

1. Implementing the plan in their work areas;
2. Providing input to the Personnel Officer regarding the plan;
3. Participating in investigations of workplace violence reports; and
4. Informing and updating employees of the status or results of investigations and any corrective actions to be taken; and
5. Answering employee questions concerning this plan.

E. Responsibilities of Employees

1. Complying with the plan;
2. Maintaining a violence-free work environment;
3. Attending all training;
4. Following all directives, policies, and procedures; and
5. Reporting suspicious persons in the area and alerting the proper authorities when necessary.

F. Employee Communication and Training

Managers and supervisors are responsible for communicating with employees about workplace violence in a form readily understandable by all employees.

Employees are encouraged to inform their supervisors about any threats of violence or workplace violence. Employees may visit the designated Human Resources staff and report their incidents for documenting on the Workplace Violent Incident Log. No employee will be disciplined for reporting any threats of violence or workplace violence.

After the employee has reported their concerns about any threats of violence or workplace violence to their supervisor, the supervisor will report this information to the Personnel Officer who will investigate the incident. The Personnel Officer will then inform the employee of the results of their investigation and any corrective actions to be taken as part of the City's responsibility in complying with hazard correction measures outlined in the WVP plan.

Any employee who believes he or she has the potential of violent behavior is encouraged to contact the Personnel Officer.

Employees assigned to respond to alerts, alarms, or systems that are in place to warn others will receive additional training that includes:

1. General and personal safety measures;
2. Aggression and violence predicting factors;
3. The assault cycle;
4. Characteristics of aggressive and violent persons;
5. Verbal intervention and de-escalation techniques and physical maneuvers to defuse and prevent violent behavior;
6. Strategies to prevent physical harm;
7. Appropriate and inappropriate use of restraining techniques and medications as chemical restraints in accordance with Title 22; and
8. An opportunity to practice the taught maneuvers and techniques, including a debriefing session.

Training will occur:

1. When the plan is first established and as it is amended;
2. At time of hire or transfer;
3. Annually for employees and supervisors performing public services activities;
4. Annually for employees assigned to respond to internal alerts, alarms, or systems;
5. When new equipment or work practices are introduced; and
6. When a new or previously unrecognized workplace violence hazard has been identified.

Employees who receive training in a form other than in person will have the opportunity to meet with their supervisor or Personnel Officer within one business day of the training for interactive questions to be answered.

G. Procedures

In the event of an actual or potential workplace violence emergency, the Personnel Officer or an assigned designee(s) will alert employees of the presence, location, and nature of the workplace violence. All employees should respond following the methods listed based on the levels of violence below:

1. Level I (Warning Signs): When a person tries to intimidate or bully others, is discourteous or disrespectful, is uncooperative or verbally abusive:
 - a. Observe the situation and behavior in question.
 - b. Report to the supervisor to seek help. The supervisor should take over and deescalate the situation. If unable to assist, report to the next level of authority.
 - c. If the offending person is the immediate supervisor, the employee should notify the next level of supervisor or manager.
 - d. If the offending person is an employee, the supervisor should meet with the employee in private at a scheduled time and place with the necessary union representative to discuss the situation, identify corrective actions, and set a standard of behavior and performances with an established time frame for improvement. Failure to correct the behavior will result in discipline.
2. Level II (Escalation): When a person argues with co-workers or management, refuses to obey agency policies, verbalizes wishes to hurt others, or sends threatening notes:
 - a. If warranted, Call 911
 - b. Immediately contact the supervisor.
 - c. If necessary, secure your safety and that of others.
 - d. Document the observed behavior.
 - e. If the offending person is an employee, the supervisor should meet with the employee:
 - i. Call for assistance if necessary.
 - ii. Speak to the employee and avoid an audience.
 - iii. Remain calm and speak clearly and ask questions to assess the employee's situation (i.e., What can I do to help you, what is the issue).
 - iv. If necessary, begin progressive discipline.

3. Level III (Emergency Response): When the person displays intense anger resulting in suicidal threats, physical fights, destruction of property, rage, and utilization of dangerous weapons to harm others:
 - a. Secure personal safety first.
 - b. Call 9-1-1
 - c. Contact the supervisor or the Personnel Officer and leave the area if your safety is at risk.
 - d. Cooperate with law enforcement who will assume control of the situation once they arrive. Witnesses must be prepared to provide a description of the violent behavior and the individual.
 - e. Supervisors must document the situation. If the offending person is an employee, begin progressive discipline.

When any employee becomes aware of an actual or potential workplace violence emergency, they shall notify their supervisor and the Personnel Officer.

In all types of workplace violence, employees shall implement the run, hide, fight protocols where appropriate. Evacuation routes and sheltering locations will be communicated to affected staff. If employees are not able to evacuate or shelter in place, they are authorized to take all reasonable actions necessary to fight or subdue an active shooter or assailant.

H. Reporting Workplace Violence Concerns

Employees who witness or experience threats of violence or workplace violence can report the incident to their immediate supervisor, Personnel Officer, or delegated Human Resources Staff. Employees may report anonymously and without fear of reprisal by submitting the incident in writing to delegated Human Resource Staff.

An employee who believes that they have been the recipient of violent or threatening behavior should report the incident immediately and to the extent possible follow the steps outlined in the Complaint Resolution Procedure (See Section 2.4) so that the complaint can be resolved quickly and fairly.

If an employee believes they are being harassed or threatened by the City Manager, or a member of the City Council, the employee is encouraged to report such incidents to the City Attorney. The report can be made in writing or verbally and should include all relevant details of the incident(s) and any witnesses if applicable.

I. Restraining Order

In the event of any employee experiencing unlawful violence or a credible threat of violence in the workplace, the City and the collective bargaining representative of the employee, provided the representative serves in that capacity for the employee in employment or labor matters at the workplace, has the right to seek legal protection including temporary restraining orders and court hearings for the affected employee and potentially other employees.

Employees or other personnel affiliated with the City who have an active restraining order issued against another person that includes the workplace are encouraged to provide a copy of the restraining order to their supervisor and the Personnel Officer. Supervisors who receive notification of a restraining order that includes the workplace will meet with the Personnel Officer to decide what actions, if any, need to be initiated.

J. Workplace Violence Hazard Identification and Evaluation

The Personnel Officer will conduct a workplace violence hazard assessment to effectively identify and evaluate potential hazards. Workplace hazard assessments shall be conducted:

1. When the WVPP is first established;
2. Following the annual review of the past year's workplace violence incidents;
3. During periodic physical security assessments.

The Workplace Violence Prevention Environmental Hazard Assessment & Control Checklist can be located with designated Human Resources staff for review. This checklist will be used to assist with the security assessment. Inspections are performed according to the following schedule:

1. Once a year;
2. As deemed necessary by the Personnel Officer;
3. When the plan is implemented;
4. When new, previously unidentified workplace violence/security hazards are recognized; and
5. When workplace violence injuries or threats of injury occur.

K. Workplace Violence Hazard Correction

Work practice controls will be used to correct unsafe work conditions, practices, or procedures that threaten the security of employees.

Work practice controls are defined as procedures, rules, and staffing that are used to effectively reduce workplace violence hazards. Work practice controls may include, but are not limited to:

1. Appropriate staffing levels;
2. Provision of dedicated safety personnel (i.e. security guards);
3. Employee training on workplace violence prevention methods; and
4. Employee training on procedures to follow in the event of a workplace violence incident.

Corrective actions will be implemented in a timely manner. If an imminent workplace violence hazard exists that cannot be immediately abated without endangering employee(s), all exposed employee(s) will be removed from the situation except those necessary to correct the existing condition. Employees that are essential to the correction of the hazardous condition will be provided with the necessary protection and equipment. All corrective actions taken will be documented and dated on the appropriate forms.

L. Recordkeeping

Records of workplace violence hazard identification, evaluation, and correction will be maintained for five years in accordance with the recordkeeping requirements of Labor Code § 6401.9 (SB 553), as may be amended from time to time.

Training for each employee, including the employee's name, training dates, type of training, and training provider will be maintained for a minimum one year.

Records of violent incidents (Workplace Violent Incident Log) will be maintained for a minimum of five years in the Human Resources Department.

M. Annual Review and Revision of the Workplace Violence and Prevention Plan

The City's Workplace Violence Prevention Plan will be reviewed annually and updated as needed considering the following criteria:

1. Staffing;
2. Sufficiency of security systems;
3. Job, equipment, and facility design and risks;
4. Modifications or additions to tasks and procedures that affect plan implementation;
5. Newly identified hazards;
6. Prior year incidents;
7. Identified deficiencies; and
8. Feedback provided by employees and their authorized representatives.

Section 2.4: Investigation and Resolution of Complaints

The City encourages all employees to immediately report any incidents of harassment, discriminatory, disrespectful, bullying behavior and/or workplace violence, so that complaints can be quickly and fairly resolved. The complaints filed under this policy include complaints about unlawful harassment, unlawful discrimination, disrespectful and bullying behaviors, and workplace violence.

The aim and objectives of a formal complaint process include a thorough investigation of allegations of illegal, negative, aggressive, and inappropriate behaviors that are defined in the policies of this Chapter, or if not defined, appear to be actions of an illegal and/or of a disrespectful nature. Employees should contact their supervisor or other supervisory employee, or the Personnel Officer with any questions regarding these definitions, or if they are uncertain about what constitutes prohibited discrimination, bullying, harassment, sexual harassment, retaliation, or workplace violence under this Policy.

City management is expected to be readily available and receptive to complaints of sexual or other harassment, discrimination, and retaliation. Any employee, applicant, intern, volunteer, contract worker, or City Official who believes they have been discriminated against, bullied, harassed, or retaliated against in violation of this Policy are encouraged to promptly report the incident and the individuals involved.

The time limit for reporting is set by California Law and is followed by the City. Complaints of discrimination, harassment, and retaliation are most effectively addressed at the earliest possible stage; the City encourages early reporting for example, within a year of an occurrence of such concerns.

Any employee, applicant, contract worker, intern, or volunteer who experiences or witnesses any behavior or conduct that they believe violate this policy are encouraged, but not required, to immediately inform the offending individual that the behavior is inappropriate and, if they feel comfortable doing so, to tell the offending individual to stop the behavior. A decision not to confront the person does not prevent the employee from filing a complaint, nor does it in any way exonerate the accused person.

Employees, applicants, contract workers, interns, and volunteers should also immediately report the alleged violation to their supervisor, manager, Director, delegated Human Resources Staff, or the Personnel Officer as appropriate. If the alleged offender is the individual's supervisor or manager, or if the individual does not feel that the matter can be discussed with their immediate supervisor, or another supervisor, the individual should contact the Personnel Officer and arrange for a meeting to discuss the complaint. Individuals who do not feel that the matter can be discussed with the Personnel Officer should contact the City Attorney and arrange for a meeting to discuss their complaint.

A. Complaint Procedure

The City cannot resolve discrimination, harassment, or retaliation problems unless it knows about them. Therefore, it is critical that these kinds of problems are brought to the attention of the City so that the necessary steps can be taken to correct the problem.

A complaint may be brought forward verbally or in writing. While a verbal complaint will be acted upon, written documentation will be requested to confirm the allegation(s). Complaints should be made as soon as possible following the incident, and should include the following information:

1. The complainant's name, department and position title.
2. The name of the person or persons committing the alleged discrimination, harassment, or retaliation, including their titles, if known.
3. The specific nature of the alleged discrimination, harassment, or retaliation, how long it has gone on, and any employment action such as demotion, failure to promote, dismissal, refusal to hire, or transfer taken against the complainant as a result of the discrimination, harassment, or retaliation, or any other threats made against the complainant as a result of the alleged discrimination, harassment, or retaliation.
4. Witnesses to the alleged discrimination, harassment, or retaliation.
5. Whether the complainant has previously reported such alleged discrimination, harassment, or retaliation, and, if so, when and to whom.

B. No Retaliation for Filing a Complaint or Participating in an Investigation

The City will not retaliate against any individual for good faith opposition to or the reporting of discrimination, sexual or other harassment, or retaliation. It is also unlawful for an employer to retaliate against employees who reports or opposes practices prohibited by state and federal law, files complaints, or otherwise participates in an investigation, proceeding or hearing conducted by the California Civil Rights Department ("CRD") or the federal Equal Employment Opportunity Commission ("EEOC"). Similarly, the City will not tolerate employees who interfere with internal or administrative investigations and/or complaint procedures.

Employees are reminded that the City protects employees from sexual or other harassment by non-employees, such as volunteers, interns, contractors, vendors, or visitors. Any employee who is the victim of harassment by a non-employee or observes this conduct toward another City employee should report such harassment to their immediate supervisor, and appropriate action will be taken.

Employees who observe or are advised about the sexual or other harassment and/or discrimination of another employee, volunteer, or intern are encouraged to follow these reporting procedures.

C. Supervisor Reporting Obligations

Any supervisor who receives a complaint of discrimination, harassment, or retaliation, or otherwise witnesses or becomes aware of potential discrimination, harassment, or retaliation is required to report the conduct immediately to delegated Human Resources Staff or the Personnel Officer.

A supervisor who fails to report potential discrimination, harassment, or retaliation that the supervisor knew or should have about in the normal course and scope of their supervisory duties will be subject to discipline, up to and including termination.

D. Anonymous Complaints

Employees, applicants, contract workers, interns, or volunteers who wish to make a complaint of discrimination, harassment, and/or retaliation, but is uncomfortable disclosing their identity may file a complaint anonymously with the Personnel Officer. Individuals should understand, however, that anonymity in the complaint procedure may compromise the City's ability to complete a thorough investigation.

Individuals should also be aware that if the City learns of the identity of an anonymous complainant, the City cannot guarantee that their identity will remain confidential, if the City determines in its sole and absolute discretion that disclosure is necessary to complete any investigation.

E. Investigation of Complaints

All incidents of discrimination, harassment, and/or retaliation that are reported shall be investigated by qualified personnel. The City will immediately undertake or direct an effective, thorough, impartial, and objective investigation of the discrimination, harassment, and/or retaliation allegations.

The investigation will include obtaining information from the person accused of harassment, discrimination, or retaliation and anyone who may have witnessed the alleged misconduct. Anyone with information to assist the City with the investigation of an alleged violation of this Policy should contact the Personnel Officer. Failure to follow this Policy may subject employees to discipline, up to and including termination.

Employees involved in the investigation may be placed on administrative leave until the conclusion of the investigation when necessary to protect the parties involved.

The City will document each complaint and track each investigation to ensure reasonable progress, timely closure, and that findings are made based on the evidence collected. The findings of the investigation will be communicated to both the complainant and the accused.

F. Confidentiality

Maintaining appropriate confidentiality during the investigation process helps to encourage the reporting of potential discrimination, harassment, and retaliation and to protect the privacy rights of all parties involved. All investigations related to a complaint under this Policy will be conducted in a confidential manner to the extent possible and with respect for the rights of all individuals involved. Complete confidentiality, however, cannot be guaranteed when it interferes with the City's ability to fulfill its obligations under this Policy, or when disclosure of information pertaining to the complaint or investigation is required by law.

G. Cooperation with Investigation

All employees involved in an investigation into alleged discrimination, harassment, and/or retaliation are required to fully and truthfully cooperate with the investigation. This includes, but is not limited to, maintaining an appropriate level of discretion regarding the investigation, and disclosing any and all information that may be pertinent to the investigation. Employees may discuss their investigation interview with their designated representative. Failure to fully and truthfully cooperate with the investigation is grounds for disciplinary action, up to and including termination.

H. No Retaliation

All employees are prohibited from engaging in retaliation as set forth in this Policy. The City will not retaliate against the employee for filing a complaint and will not knowingly permit retaliation by management employees or coworkers.

I. Determination and Corrective Action

Upon completion of the investigation, if the City determines that conduct in violation of this Policy occurred, the City will take appropriate corrective and preventive action, which may include imposing discipline, up to and including termination. The City will notify both the complaining party and the accused of the findings of the investigation and whether any corrective action has been taken against the accused. The City will not disclose any notes, reports, or other written materials relating to the investigation unless the City deems disclosure necessary to support disciplinary action, to take remedial action, to defend itself in any proceedings, or to comply with the law or court order.

The information and definitions set forth in this Policy are based on the legal definitions of discrimination, harassment, and retaliation. In light of the City's duty to prevent the unlawful discrimination, harassment and retaliation, and its desire to ensure a respectful work environment, the City reserves the right to take appropriate corrective action when an employee engages in inappropriate conduct that does not necessarily meet the legal standards set forth herein. For example, the City may take appropriate corrective action for inappropriate conduct, even if such conduct was not subjectively unwelcome or offensive, or if it does not meet the legal threshold of severe or pervasive.

J. Bad Faith and Intentionally False Complaints

While the City vigorously defends its employees' right to work in an environment free of discrimination, harassment, and retaliation, it also recognizes that false accusations of discrimination, harassment, or retaliation can have serious consequences. Any employee who is found, through the City's investigation, to have deliberately and falsely accused another person of discrimination, harassment, and/or retaliation will be subject to appropriate disciplinary action, up to and including discharge.

K. Additional Enforcement Information

Employees who believe they have been discriminated against, harassed, or retaliated against may also file a complaint of discrimination with the California Civil Rights Department ("CRD") or the U.S. Equal Employment Opportunity Commission (EEOC) using the following contact information:

EEOC: (800) 669-4000 or TTY (800) 669-6820; or online at www.eeoc.gov

CRD: (800) 884-1684 or TTY (800) 700-2320; or online at <https://civildrights.ca.gov/>

The CRD and the EEOC may investigate and prosecute employment harassment, and retaliation complaints. Remedies available through these agencies may include sanctions, fines, injunctions, reinstatement, back pay and damages for emotional distress. There are time limits for filing complaints with the CRD and EEOC. Employees are advised to contact the CRD or EEOC directly to obtain information on the time limits for filing complaints with these agencies.

L. Training And Policy Dissemination

State law requires the City to provide one hour of sexual harassment and abusive conduct prevention training to all non-supervisory employees and two hours of training to identify and prevent sexual

harassment, and bullying/abusive conduct to all supervisory employees once every two years. In addition, all persons appointed or promoted to supervisory positions must receive such training within six months of the appointment or promotion, if the supervisory employee is a new hire or was promoted from a non-supervisory position.

In addition, state law requires that City Officials who earn any type of compensation, salary, or stipend receive two hours of sexual harassment prevention training once every two years. This two-hour training must be completed within six months of taking office, and every two years thereafter. A City Official who serves more than one local City or government agency may satisfy the training requirements once every two years; without regard to the number of local agencies they serve.

Section 2.5: Drug and Alcohol-free Workplace Policy

The City is committed to maintaining a workplace that is free of drugs and alcohol and to discourage drug and alcohol abuse (“substance abuse”) by applicable persons as defined in Section 1. There is a vital interest in maintaining safe and efficient working conditions for employees. Substance abuse is incompatible with health, safety, efficiency, and success. Employees who are under the influence of alcohol or who have any illegal drugs in their system, or who abuse legal drugs while conducting or performing business endanger their own health and safety and the health and safety of others, and can cause a number of other work-related problems, including absenteeism and tardiness, substandard job performance, increased workloads for coworkers, behavior that disrupts other employees, delays in the completion of work, inferior quality service and disruptions in interactions with members of the public.

This policy governs not only the abuse of alcohol and illegal drugs, but also the use and abuse of legal drugs in the workplace. Employees who find the need to use legal drugs, including prescription and over-the-counter drugs, should consult with a health care provider regarding the medication’s impact on work and must comply with those provisions set forth in this Policy that address such use.

To further its interest in avoiding accidents, to promote and maintain safe and efficient working conditions for its employees, to protect its business, property, equipment and operations, and to comply with all federal and state requirements, including, but not limited to the Drug Free Workplace Act of 1988 (41 U.S.C. § 8103) and the California Drug Free Workplace Act of 1990 (Gov. Code § 8355), this policy has been established concerning employee use of alcohol and drugs. As a condition of continued employment, each employee must abide by this policy.

Certain employees may be subject to the Omnibus Transportation Employee Testing Act of 1991 (Pub. L. No. 102-143, 105 Stat. 952, as amended) which requires alcohol and drug-testing of safety-sensitive transportation employees who are required to have a commercial driver's license (49 CFR Parts 40, 382, 391, 392, and 395, as amended). Employees who are required to have a commercial driver's license are covered by this policy to the extent that it conflicts with the commercial driver policy or with the Omnibus Transportation Employee Testing Act of 1991, as amended, the Federal Highway Administration Regulations, as amended, Federal Motor Carrier Safety Administration, as amended, or any other applicable Department of Transportation City regulations governing drug testing of employees required to possess a commercial driver's license.

Nothing in this Policy is intended to diminish the City's commitment to employ qualified disabled individuals or to provide reasonable accommodation to such individuals consistent with all federal, state, and local laws.

A. Definitions

1. Controlled Substances

Any drug or substance that is classified by the federal Drug Enforcement Administration into the five schedules or classes on the basis of their potential for abuse, accepted use, and accepted safety under medical supervision. Examples of controlled substances include, but are not limited to, marijuana metabolites, cocaine metabolites, opiate metabolites, amphetamines, and phencyclidine (PCP).

2. Illegal Drugs or Other Controlled Substances

Any drug or substance that (1) is not legally obtainable under federal or state law; or (2) is legally obtainable but has not been legally obtained; or (3) has been legally obtained but is being sold or distributed unlawfully.

3. Legal Drugs

Any drug, including prescription drugs and over the-counter drugs, that has been legally obtained under federal and state law and that is not unlawfully sold or distributed.

4. Abuse of any Legal Drug

Abuse of any legal drug means the use of any legal drug (i) for any purpose other than the purpose for which it was prescribed or manufactured; or (ii) in a quantity, frequency, or manner that is contrary to the instructions or recommendations of the prescribing physician or manufacturer.

5. Drug Paraphernalia

Drug paraphernalia means any device or instrument used for injecting, smoking, consuming, or otherwise administering a controlled substance or legal and/or illegal drug, which includes, but is not limited to the items set forth in California Health and Safety Code section 11364.

6. Reasonable Suspicion

Reasonable suspicion means a belief based upon objective facts, evidence, or other indicators sufficient to lead a reasonably prudent person to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform their job is reduced. For example, any of the following, alone or in combination, may constitute reasonable suspicion:

- a. Slurred speech;
- b. Alcohol odor on breath;
- c. Cannabis odor on breath/person;
- d. Unsteady walking and movement;
- e. Physical symptoms of impairment (e.g., glassy eyes, eye dilation, shaking, or erratic movement);
- f. An accident involving City property that provides a reasonable basis to believe that the accident was likely to have been caused by impairment from drugs or alcohol;
- g. Physical or verbal altercation;

- h. Unusual behavior;
- i. Job impairment;
- j. Possession of alcohol, drugs, or drug paraphernalia; or
- k. Information obtained from a reliable source with personal knowledge.

[Note: The City has developed a Reasonable Suspicion Report form template for use by supervisors or managers. Please see delegated Human Resources Staff for more details.]

7. Possession

Possession means that an employee has the substance on their person or otherwise under their control.

8. Under the Influence

Under the influence means having drugs and/or alcohol in the employee's system as evidenced by applicable testing procedures, and/or exhibiting conduct or behavior demonstrating that the employee is impaired by drugs or alcohol, including legal drugs.

9. Safety-Sensitive Employees

Safety-sensitive positions include those positions with duties that are fraught with such risks to others that even a momentary lapse of attention can have disastrous consequences, including, but not limited to the following:

- a. Positions that include interaction with children are those in which employees are directly responsible for protecting children or have continuous interaction or supervision that puts them in a position of influence over children; or
- b. Positions that have a history of drug or alcohol use including those where the City has established the existence of documented problems with drug or alcohol use by employees in a particular position or particular department.
- c. Positions that are subject to the Omnibus Transportation Employee Testing Act of 1991 are also classified as "safety-sensitive" as that term is defined by the Department of Transportation regulations and federal law.
- d. The City has analyzed actual job duties performed (or called upon to perform) of all of its employees and has determined that all Code Enforcement, Community Services, and Maintenance positions are considered safety-sensitive for the purposes of this policy.

B. The City's Consent for Use of Legal Drugs

1. Use of Legal Drugs

The City recognizes that it may be necessary for employees to use legal drugs from time to time. The City also recognizes that an employee who is using legal drugs might become impaired by the drug such that the employee's ability to adequately or safely perform is compromised. In order to accommodate employees who might be required to use legal drugs, and to help assure that no serious adverse consequences in the workplace result from such drug use, employees are required to notify the City so that the City can determine if any work restrictions are advisable under circumstances.

2. When Consent is Required

Employees who know or should know that their use of legal drugs might endanger their own safety or the safety of another person, might pose a risk of significant damage to the City's property, or might substantially interfere with their job performance or the efficient operation of the City's business, are obligated to report such drug use to the Personnel Officer and to obtain the City's consent to continue working. The City reserves the right to have either a physician designated by the City or the employee's own physician determine whether it is advisable for the employee to continue working while taking such drugs.

3. Duty to Disclose

Employees who operate or who are responsible in any way for the operation, custody or care of the City's property, or for the safety of other employees or other persons, have a duty to disclose the nature of their job duties to any prescribing physician or pharmacist and to inquire of the physician(s) or pharmacist whether their use of the drugs prescribed might result in the dangers, risks or impairment that this policy is intended to prevent.

4. Restrictions on Work

The City reserves the right to restrict the work activities of any employee who is using legal drugs or prohibit any employee from working entirely while they are using legal drugs.

5. Duty to Refrain from Working

Each employee using legal drugs has a duty to not report for work while impaired by the drug if such impairment might result in serious harm or damage or might interfere with their job performance. Accordingly, even if an employee has obtained the City's consent to continue working while taking legal drugs, the employee will not be authorized to work while impaired by the use of such drug if the employee knows or has reason to know that working while impaired might endanger the safety of the employee or some other person, pose a risk of significant damage to the City's property, or substantially interfere with the employee's job performance or the efficient operation of the City's business.

C. Prohibited Conduct

1. Scope

The prohibitions of this section apply whenever the interests of the City may be adversely affected, including, but not limited to any time the employee is:

- a. On City premises, in the workplace, or in uniform;
- b. Conducting or performing City business, regardless of location;
- c. Operating or responsible for the operation, custody, or care of City vehicles, equipment, or other property;
- d. Responsible in any way for the safety of other individuals associated with the City, including but not limited to, co-employees, management, visitors, residents and vendors.

2. No Right of Privacy

The City respects the individual privacy of its employees. However, employee privacy does not extend to the employee's use of City-provided equipment, supplies, or property. Employees should be aware that the terms of this policy limit their privacy in the workplace. Furthermore, employees should have no reasonable expectation of privacy with respect to City property, which may be searched at any time.

3. Alcohol

The following acts are prohibited and subject an employee to discipline, up to and including, termination:

- a. The unauthorized use, possession, purchase, sale, manufacture, distribution, transportation or dispensation of alcohol; or
- b. Being under the influence of alcohol while at work.

4. Illegal Drugs

The following acts are prohibited and subject an employee to discipline, up to and including, termination:

- a. The use, possession, purchase, sale, manufacture, distribution, transportation, or dispensation of any illegal drug or other controlled substance or drug paraphernalia; or
- b. Having any illegal drug or other controlled substance in your system.

5. Legal Drugs

The following acts are prohibited and subject an employee to discipline, including but not limited to termination:

- a. The abuse of any legal drug; or
- b. The purchase, sale, manufacture, distribution, transportation, dispensation, or possession of any legal prescription or over-the-counter drug in a manner inconsistent with law; or
- c. Working while impaired by the use of a legal drug whenever such impairment might endanger the safety of the employee or some other person, pose a risk of significant damage to City property, or substantially interfere with the employee's job performance or the efficient operation of the City's business in violation of Section B above; or
- d. Working without obtaining the required consent in violation of Section B, above; or
- e. Failure to make proper disclosure in violation of Section B, above.

6. Recreational/Adult Use and Medicinal Cannabis

The City recognizes that the State of California has legalized the use of cannabis for recreational and certain medical uses.

However, under federal law, the use of cannabis remains prohibited, and cannabis remains a controlled substance. The City will not take action against an employee solely because of the employee's lawful, off-duty use of cannabis. However, the Agency reserves the right to take disciplinary action under this policy, up to and including termination, when an employee is actually impaired by cannabis on duty or engages in any other conduct involving cannabis that violates this policy. Any action involving cannabis use will be consistent with [Government Code Section 12954](#).

D. Substance Screening

1. Job Applicants

Job applicants may be required to undergo drug and alcohol testing as a condition of employment with the City. No drug and/or alcohol test shall be administered prior to the applicant receiving a conditional offer of employment.

2. Employees

Current employees will be subject to drug or alcohol testing if they:

- a. Report to work or, while conducting or performing City business regardless of location, are directly observed and/or reasonably suspected of being under the influence of drugs or alcohol or exhibiting abnormal behavior or performance difficulties reasonably associated with substance abuse;
- b. Are involved in a work-related accident or injury that provides a reasonable basis to believe that the accident or injury was likely to have been caused by impairment from drugs or alcohol; or
- c. Are subject to return to duty and/or follow-up testing following an employee's return from drug and/or alcohol rehabilitation and/or treatment.

3. Testing

The City may utilize each or all of the following testing methods:

- a. Pre-employment testing;
- b. Reasonable suspicion testing;
- c. Post-accident testing; and
- d. Testing authorized or required by federal or state regulations, including Department of Transportation regulations.

4. Results/Effect of a Positive Test

An employee who receives a positive test for drugs or alcohol will be in violation of this policy. An applicant who receives a positive test result for drugs or alcohol may have their conditional offer of employment rescinded and may not be hired.

If the drug screen is positive, the employee may be requested to provide, within one (1) business day of the test results, bona fide verification of a valid current prescription for the drug identified in the drug screen. The prescription must be in the employee's name.

5. Refusal to Test

Whenever an employee refuses an order to submit to a drug or alcohol test upon appropriate direction, the employee shall be reminded of the requirements of this policy and the disciplinary consequences for refusal. Such refusal may be considered insubordination and is grounds for disciplinary action up to and including termination. Refusal to test includes, but is not limited to:

- a. Failing to appear at the collection site in the time allotted;
- b. Leaving the collection site before the testing process is completed;

- c. Failing to provide a breath, urine, or saliva specimen;
- d. Failing to permit the observation or monitoring of specimen collection when required;
- e. Failing to provide a sufficient amount of urine or breath specimen without a valid medical explanation;
- f. Adulterating or diluting a urine, breath, or saliva specimen;
- g. Failing or refusing to take a second test when required;
- h. Failing to cooperate with any part of the testing process; for example: refusing to sign the testing form when required.

6. Interference with a Required Test or Refusal to Cooperate

An employee will be subject to the same consequences as a positive test if the employee:

- a. Refuses the screening or test by engaging in behavior such as refusal to provide a urine specimen, body fluid specimen, hair, or breath sample without a valid medical explanation; a verbal declaration of refusal; or physical absence;
- b. Adulterates, dilutes, contaminates, or tampers with the specimen, or attempts to do so;
- c. Substitutes the specimen with that of another person, or sends an imposter to provide a specimen, or attempts to do either act;
- d. Refuses to sign the required forms or documentation;
- e. Otherwise refuses to cooperate in the testing process in such a way that prevents conducting or completion of the test.

7. Cannabis

Consistent with Government Code section 12954, the City will not screen for nonpsychoactive cannabis metabolites.

E. Consequences of Policy Violations

Violation of this policy by any employee may result in discipline, up to and including termination, depending on the circumstances and at the sole discretion of the City.

F. Disciplinary Action

Violation of this Policy by any employee may result in discipline, up to and including termination, depending on the circumstances and at the sole and absolute discretion of the City. For those employees employed in positions covered by the DOT regulations, discipline will be administered in accordance with Title 13 of the California Code of Regulations and Title 49 of the Code of Federal Regulations.

G. Return to Duty/Follow-up Testing

Employees who violate this policy may also be required to participate in a drug and/or alcohol rehabilitation or counseling programs as a condition of continued employment. In certain instances (such as an employee who tested positive for drugs or alcohol or has successfully completed drug or alcohol rehabilitation), and solely at the City's discretion, the City may enter into an agreement with an employee who would otherwise be disciplined to permit the employee to keep their job upon fulfilling certain requirements pertaining to drug and/or alcohol rehabilitation, including, but not limited to, submitting to return to duty and/or follow-up testing when directed to do so by the City in accordance with this policy.

H. Criminal Convictions

Employees are required by this policy to notify the City of any conviction under a criminal drug statute for a violation occurring in the workplace, while conducting or performing City business regardless of location, or during any City-related activity or event, not later than five (5) days after any such conviction. For purposes of this policy, a conviction includes a finding of guilt, a plea of guilty or no contest, and/or an imposition of sentence by any judicial body charged with responsibility to determine violations of federal or state criminal drug and alcohol statutes. When required by applicable law, the City will notify those under contract of any employee who has been convicted under a criminal drug statute for a violation occurring while conducting or performing City business, regardless of location.

An employee who is convicted under a criminal drug statute for a violation occurring in the workplace, while conducting or performing City business regardless of location, or during any City-related activity or event will be deemed to have violated this policy.

I. Confidentiality

Disclosures made by employees to the Personnel Officer concerning their use of legal drugs will be treated confidentially and will not be revealed to managers or supervisors unless there is an important work-related reason to do so, or disclosure is required by law. Disclosures made by employees to the Personnel Officer concerning their participation in any drug or alcohol rehabilitation program will be treated confidentially. Laboratory reports and/or test results shall not appear in an employee's general personnel file and information of this nature will be contained in a separate confidential medical folder.

Managers and supervisors should restrict communications concerning possible violations of this policy to persons who have an important work-related reason to know. In addition, managers and supervisors should not disclose the fact of an employee's participation in any drug or alcohol counseling or rehabilitation program.

J. Counseling

Employees who suspect they may have alcohol or drug problems, even in the early stages, are encouraged to voluntarily seek diagnosis and to follow through with the treatment as prescribed by qualified professionals. Employees who wish to voluntarily enter and participate in an approved alcohol or drug rehabilitation program are encouraged to contact the Personnel Officer, who will determine whether the City can accommodate the employee by providing unpaid leave for the time necessary to complete participation in the program. The City reserves the right to deny such leave in accordance with applicable state or federal law if granting the leave is unreasonable or would impose an undue hardship on the City.

The City reserves the right to discipline employees, up to and including termination, who are discovered to have a problem with drugs and/or alcohol, and do not come forward for help prior to the City's discovery or the City's demand that the employee submit to a drug and/or alcohol test.

K. Employee Assistance

The Employee Assistance Program (EAP) is available to assist full-time employees in these efforts to overcome problems with drugs and/or alcohol. Information pertaining to such programs may be obtained by direct contact with the EAP agency or by contacting delegated Human Resources Staff.

Section 2.6: Management Authority

The City is required by law to exercise certain powers and authority to manage the municipal services and the work force performing those services. The following functions, which are within the authority of the City Council and exercised directly and through the Personnel Officer and department heads, are not subject to negotiation, grievance or any other procedural limitations set forth in these rules except as otherwise provided by law. The rights include, but are not limited to the following:

A. Management Decisions

To manage City employees and determine the City's personnel policies and procedures and to determine the existence or nonexistence of facts that is the basis of management decisions.

B. Organization

To determine the necessity, organization, implementation and termination of any service or activity by the City or other government jurisdictions and to expand or diminish public services;

C. Direction of Employees

To direct, supervise, recruit, select, hire, evaluate, promote, transfer, discipline, discharge, terminate, demote, reduce, suspend, reprimand, withhold salary increases and benefits for disciplinary reasons, or otherwise discipline employees in accordance with the City's personnel policies; to determine policies, procedures, and standards for recruiting, selecting, training and promoting employees;

D. Goods and Services

To determine the nature, manner, means, extent, type, time, quantity, quality, technology, standard, and level of public services to be provided to the public;

E. Employee Performance

To require the performance of public services not specifically stated herein in the event of an emergency or disaster, as deemed necessary by the City;

F. Dismiss Employees

To lay-off employees of the City because of lack of work or funds or other conditions where continued work would be inefficient or non-productive or not cost effective, as determined by the City;

G. Efficiency

To determine, relocate and/or change public facilities, methods, technology, equipment, operations to be performed, organizational structure, and allocate and assign work by which public services are to be conducted; to maintain order and efficiency in City facilities and operations;

H. Budgeting

To determine methods of financing the City's services; to plan, determine and manage the City's budget that includes, but is not limited to, changes in the number of locations, relocations, and types of

operations, processes and materials to be used in carrying out all City functions and the right to contract or subcontract any work or operations of the City;

I. Work Force

To determine the size and composition of the City's work force, assign work to City employees in accordance with requirements determined by the City, and establish and require compliance with work hours and changes to work hours, work schedules, including call back, standby, overtime, and other work assignments, except as otherwise limited by the Memorandum of Understanding;

J. Goals and Objectives

To determine the issue of public policy and to establish and modify goals and objectives related to productivity and performance programs and standards, including but not limited to quality and quantity, require compliance therewith, and to take necessary actions to achieve the goals and objectives of the City;

K. Personnel

To determine qualifications, skills, abilities, knowledge, selection procedures and standards, job classifications, job specifications, and to reallocate and reclassify employees in accordance with personnel rules and regulations; to hire, transfer intra- or inter-department, promote, demote, reallocate, terminate and take other personnel actions for non-disciplinary reasons in accordance with City's rules and regulations;

L. Standards

To establish, implement and/or modify rules and regulations, policies and procedures related to productivity, performance, efficiency, personal appearance standards, codes of ethics and conduct, safety, health, and order, and to require compliance therewith;

M. Restrict Activities

To restrict the activities of employee organizations on City facilities except as set forth in the Memorandum of Understanding (MOU);

N. Emergencies

To take any and all necessary steps and actions to carry out the service requirements and mission of the City in emergencies or any other times deemed necessary by City.

CHAPTER 3: CLASSIFICATION

Every City position shall be assigned to a Pay and Benefits Classification and an Employment Group. Revisions to either classification or group must be approved by the Personnel Officer and adopted by the City Council.

Section 3.1: Pay and Benefits Classifications

Each employee shall be assigned to one of the following Pay and Benefits Classifications, as established by the Personnel Officer, for purposes of specifying the appropriate pay range, benefits, and employee rights for the position:

A. Regular Full-Time Employee

A person assigned to an authorized position who is scheduled to work a 40-hour work week and who has completed the probationary period of employment as defined in Chapter 6 “Probation Period” herein.

B. Probationary Employees

Regular full-time employees who have not yet completed their probation period.

Section 3.2: Exempt and Non-Exempt Employees

All employees are categorized as either exempt or nonexempt based on the hours and wages requirements of the Fair Labor Standards Act (FLSA).

A. Exempt

An exempt employee is exempt from the minimum wage and overtime requirements of the Federal Fair Labor Standard Act (FLSA). To be considered “exempt,” an employee must work in a bona fide executive, administrative, or professional capacity and be paid the minimum salary required by the FLSA. Management, mid-management and professional as defined in section 3.3 are in this category.

Exempt employees are not paid overtime for hours worked in excess of 40 hours per week.

B. Non-exempt

A non-exempt employee is not a bona fide executive, administrative, or professional employee as defined by the Fair Labor Standards Act FLSA. Non-exempt employees are bound by the overtime requirements of the FLSA. Confidential and General Employment Groups, as defined in section 3.3, are in this category.

Section 3.3: Employment Groups

Positions in the City’s classification system shall be assigned to one of the following Employment Groups:

A. City Manager

The City Manager is appointed by the City Council and serves at the pleasure of the City Council. The City Manager shall be the appointing authority for all positions in the City service, except elective officials and those appointed by the City Council. The City Manager may delegate any of the powers and duties conferred upon them under the personnel rules and regulations to any other officer or employee of the City or may recommend that such powers and duties be performed under contract.

B. Personnel Officer

The City Manager shall act as Personnel Officer and shall administer the provisions of these rules. The City Manager may delegate the day-to-day administrative responsibilities of the Personnel Officer.

C. Management

Positions with responsibility for administering and formulating policy for the City or a department within the City and with primary responsibility for hiring, transferring, promoting, assigning and scheduling work, disciplining and dismissing employees.

D. Mid-Management and Supervisory

Positions directly supporting management, and those positions with responsibility for supervising, assigning, scheduling work, and disciplining employees.

E. Professional and Confidential

Positions in which employees are assigned tasks and/or have access to confidential information related to employee-employer relations or those positions requiring specialized knowledge, skills, and certifications attained through completion of a recognized course of instruction.

F. General

All other positions not assigned to any of the above groups.

G. Change of Group

All newly created positions shall be authorized by City Council action. New positions shall be assigned by the Personnel Officer to an employment group.

CHAPTER 4: COMPENSATION

Section 4.1: Salary and Wage Plan Preparation

The City Council shall adopt a Salary and Wage Plan from time to time. The Plan shall identify the minimum, maximum, and all related salary steps within the salary range for each job position.

The City Manager is authorized to represent the City in the meet and confer process established pursuant to the Meyers-Milius-Brown Act, Government Code Section 3500, et seq., for the purpose of reaching an agreement on wages and conditions of employment for inclusion in the Salary and Wage Plan.

Section 4.2: Acting Pay

In the event an employee is assigned by the Personnel Officer or their designee to perform “acting duties” of a higher level (defined as responsibilities beyond or outside of the employee’s current classification), the employee shall receive an additional ten percent (10%) during the acting service period. Such pay shall begin on the first day the additional responsibilities are performed and shall be paid at the increased rate for the entire pay period. Upon conclusion of the acting service period, the employee shall return to their previous pay scale.

Section 4.3: Overtime

The City shall pay overtime in compliance with the Fair Labor Standards Act (FLSA). Non-exempt employees may be paid overtime for hours worked in excess of 40 hours a week or may elect to receive compensatory leave in lieu of being paid overtime. [Note: Per Department of Industrial Relations, no overtime is required for a regular schedule of not more than 10 hours per workday within a 40-hour workweek.]

For the purpose of calculating overtime, “hours worked” includes all hours in a paid status, including but not limited to regular hours worked, vacation leave, sick leave, holidays, bereavement leave, compensatory time off or any other paid leave of absence.

Regular overtime shall be paid at the rate of one and one-half (1½) times the employee’s hourly FLSA rate. When applicable, double time shall be paid at the rate of two (2) times the employee’s hourly FLSA rate.

All hours worked in excess of forty (40) hours in a workweek, unless performed as a result of emergency conditions, must receive prior approval of the supervisor. In the case of overtime worked in an emergency situation, the supervisor shall be notified of the overtime worked as soon as possible. Overtime approved by the supervisor or department head may not exceed budgeted amounts, unless approved by the Personnel Officer.

Section 4.4: Straight Time Overtime (STOT)

Part-time non-exempt employees may be asked to work more than their regular hours. They will be paid at their normal pay rate for the first 40 hours of the week. If they work more than 40 hours, they will be compensated at time and a half (1.5) of their regular rate.

Section 4.5: Compensatory Time

Eligible non-exempt full-time employees who elect to accrue compensatory time in lieu of the payment for overtime shall indicate it on their time sheet. Such compensatory time shall accrue at the same rate as the applicable overtime.

The maximum accrual for compensatory time shall not exceed one hundred and twenty (120) hours at any point in time.

Requests to use accrued compensatory time must be submitted in writing to the department head or supervisor at least one (1) week prior to the requested time off. Such requests shall not be unreasonably denied.

An employee may elect to cash-out accrued compensatory time at their discretion, at any time, to be paid on the next regular pay date at the employee's rate of pay at the time of the payment. At such time an employee terminates service with the City, cash payment shall be made for all accrued compensatory time at the employee's rate of pay at the time of the payment.

Section 4.6: Administrative Leave

In lieu of overtime compensation, exempt full-time employees are eligible for seventy-two (72) hours of administrative leave per fiscal year, which may be used upon approval of the department head and Personnel Officer. Unused administrative leave does not carry forward to the next fiscal year, nor is it eligible for cash payment.

Section 4.7: Bilingual Pay

A full-time employee recognized as proficient by the Personnel Officer in Spanish, Chinese, or any other language determined by the Personnel Officer, shall be compensated at a monthly premium rate of two percent (2%) above each employee's base salary for providing bilingual translation services for the City.

Employees receiving bilingual pay prior to July 1, 2017, shall be deemed proficient and shall not be required to recertify at any time. Employees hired on or after July 1, 2017, may be required to periodically recertify after their initial recognition as proficient.

Section 4.8: Standby Pay

The purpose of assigning employees to standby duty is to ensure the City has qualified employees ready and available to respond, without delay, to after-hours operational needs and/or emergencies on behalf of the City.

Qualified employees may be assigned to standby duty on a rotational basis. Such assignments will be conducted on a voluntary basis; however, in the event there is a lack of volunteers the City may assign employees to standby duty, as needed, to ensure appropriate coverage.

A. Requirements for Employees Assigned to Standby Duty

1. Be reachable by telephone or other communication device within fifteen (15) minutes of the request; and
2. Be able to be physically on-site in the City in no greater than sixty (60) minutes of the request; and
3. Refrain from participation in activities which might impair their ability to perform duties.

In the event the City assigns an employee to standby duty, the employee shall be compensated as follows for such standby duty:

B. Weekday Standby Duty

An employee assigned to standby duty on Monday through Friday shall receive two (2) hours pay at the regular hourly rate for each day the employee is assigned to standby.

C. Weekend Standby Duty

An employee assigned to standby duty on a Saturday or Sunday shall receive four (4) hours pay at the regular hourly rate for each day the employee is assigned to standby.

Section 4.9: Callback Pay

An employee who performs work on behalf of the City outside of their regularly scheduled hours shall be compensated at the appropriate overtime rate in accordance with this section. This includes, but is not limited to making, receiving and/or responding to telephone inquiries to/from other City personnel during off-duty hours, reporting to work earlier than scheduled, or reporting to work on a regularly scheduled day off.

Call back commences upon receipt of the request/need to perform work on behalf of the City. The minimum period to be compensated for each physical callback shall be two (2) hours. The minimum period to be compensated for each telephonic or remote callback shall be one (1) hour. Any time worked in excess of these guaranteed minimum payments shall be paid in a minimum of fifteen (15) minute increments for the additional actual time worked during each callback. All portal-to-portal travel time required for a call back shall be considered hours worked and included for the purpose of calculating payment.

There shall be no duplication or pyramiding of call back rates under this section.

For example: If an employee is called back to perform work at a physical location at 8:00 P.M. and completes the task by 9:00 P.M., and then receives a second call back assignment at 9:30 P.M. (while still on duty for the first call back), the employee would receive the single two (2) hour guaranteed minimum payment plus any additional time worked paid in minimum fifteen (15) minute increments. However, if the employee subsequently receives another call back after 10:00 P.M. a new guaranteed minimum payment would apply.

CHAPTER 5: EMPLOYMENT SELECTION

Section 5.1: Equal Opportunities in Employment

The City provides equal employment opportunities for all applicants and employees. The City does not unlawfully discriminate on the basis of race, color, religion, sex (including pregnancy, childbirth, or related medical conditions), national or ethnic origin, citizenship, ancestry, age, physical disability, mental disability, medical condition, family care status, veteran or military status, marital status, sexual orientation, or any other basis protected by federal, state, or local law, ordinance or regulation. The City also makes reasonable accommodations that do not impose undue hardship on the conduct of City business for protected applicants and employees who seek such accommodations because of a qualified physical or mental disability.

This policy applies to all areas of employment including recruitment, hiring, training, promotion, compensation, benefits, transfer, and social and recreational programs. It is the responsibility of every City official, manager and employee to conscientiously follow this policy. Unlawful disparate treatment based on any of the factors listed in this section is prohibited.

A. Fair Employment

The City will employ the applicant best qualified for an available position. Continued employment will be based on the employee's job performance, available funding, and demonstrated need for the position.

No question in any test, or in any application for, or by any appointing authority, shall be so framed as to attempt to seek illicit information concerning race, color, religion, national origin, ancestry, marital status, sex, age, physical (including health or disability status) or mental disability, sexual orientation, political or religious opinions, or affiliations or any other protected rights of the candidate. The City makes reasonable accommodations that do not impose undue hardship on the conduct of City business for protected applicants and employees who seek such accommodations because of a qualified physical or mental disability. No appointment to, removal from a position nor training received in the competitive service shall be affected or influenced in any manner by any consideration of an employee's protected rights.

B. Merit and Fitness

Employment and promotion by the City shall be based on merit and fitness free of personal and political considerations and in no way shall be discriminatory because of any protected right.

Section 5.2: Recruitment Procedures

A. Recruitment Process

1. Delegated Human Resources Staff will review the job description for the position being recruited to ensure that it is up to date with current laws and forward it to the department director/supervisor for input as to essential functions and qualifications.
2. City employees shall be provided with an exclusive period, to be determined by the Personnel Officer, to apply and be considered for open full-time positions with the City before such positions are posted to the public.
3. Delegated Human Resources Staff will prepare the job flyer for all positions and will post on the City's website, in any other publications, newspapers and mediums that are appropriate for the position being advertised. Position vacancies may be filled by an open competitive test, by promotion, by temporary appointment, transfer, re-employment, demotion, or by the appointment of individuals from eligible lists, if any, as determined appropriate by the Personnel Officer from time to time.
4. Delegated Human Resources Staff and/or Hiring Department Supervisors or Directors will receive, review, and evaluate all applications to determine qualifications. Applications who most closely meet the City requirements may be invited to participate in the examination process.

B. Interview and Selection Process

1. Delegated Human Resources Staff will schedule all interviews and obtain oral board raters. If two internal candidates apply, delegated Human Resources Staff will select an outside board. If delegated Human Resources Staff is unable to obtain oral board raters, then the department may be asked to assist in obtaining raters.
2. All interview questions will be approved by delegated Human Resources Staff prior to interviews to ensure there are no violations of applicable laws. Department Directors and supervisors may draft written assignment questions and additional job-related interview questions for approval.

3. All interview packets for oral board and department interviews will be prepared by delegated Human Resources Staff. Once interviews are completed, all interview and testing material (questions, job descriptions, flyers, and applications) will be returned to delegated Human Resources Staff.
4. Delegated Human Resources Staff will proctor and score any written assignments or tests and incorporate all exam and interview scores for a total score. All applicants will be certified according to test and interview scores. A certification sheet along with a copy of the raters' sheets and written examinations will be provided to the department director to review. A final interview of the top 3 candidates will be scheduled with the Department Director, Supervisor and/or Personnel Officer for a final decision.
5. After the final interview, delegated Human Resources Staff will total individual applicant scores and provide a final certification sheet to the Department Director, Supervisor, and/or Personnel Officer for final selection of an applicant. Department head will advise delegated Human Resources Staff the grade and step candidate(s) is to be hired at.

C. The Hiring Process

1. Delegated Human Resources Staff will make the offer of employment and perform the background checks, reference checks, fingerprinting, and provide all of the forms necessary to complete the hiring process. Delegated Human Resources Staff will send letters to all candidates advising of the final hiring decision.
2. Employee Orientation will be conducted by delegated Human Resources Staff prior to an employee's start date.

Section 5.3: Subjects and Method of Examinations

The goal of the examination process is to determine certain qualifications of applicants in an objective, consistent and fair manner. The type of examinations used as the basis for employment selection shall be determined by the Personnel Officer on the recommendation of the appropriate department head. Examinations may be written, oral, practical demonstration, physical or any combination and shall be reasonably related to the requirements of the position to be filled.

Section 5.4: Promotional Examinations

Promotional examinations may be conducted whenever, in the opinion of the Personnel Officer, the needs of the service may require. Promotional examinations may include any of the selection techniques referenced in Section 5.3 above. All candidates for promotion must be employees in the competitive service and must possess the minimum qualifications as set forth in the specifications of the class to which promotion is sought.

Promotional examinations, however, may be scheduled when there are at least two qualified City employees interested in and willing to accept the position.

Section 5.5: Continuous Examinations

Open-competitive examinations may be administered periodically for a single class as the needs of the service require. Names shall be placed on employment lists, and shall remain on such lists, as referenced in Section 5.9 below.

Section 5.6: Conduct of Examinations

The Personnel Officer shall recommend the manner and methods and by whom examinations shall be prepared and administered. The City, upon recommendation of the Personnel Officer, may contract with any competent agency or individual to prepare and/or administer examinations. In the absence of such a contract, the Personnel Officer shall see that such duties are performed.

Section 5.7: Notice of Results of Examination Process

As soon as the rating of an examination has been completed and the eligibility list established, each candidate shall be notified in writing of the result of the examination, and if successful, their general average score.

Section 5.8: Scoring Examinations and Qualifying Scores

A candidate's score in a given examination process shall be the average of their scores on each competitive part of the examination, weighted as shown in the examination announcement. Failure in one part of the examination is grounds for declaring such applicant as failing in the entire examination or as disqualified for subsequent parts of an examination process. The Personnel Officer may, at their discretion, include as a part of the examination, tests that are qualifying only.

Section 5.9: Eligible Lists

Employment and promotional eligible lists based on selected test and interview results shall be effective for six (6) months following the date approved by the Personnel Officer. Eligible lists may be extended, by the Personnel Officer, two (2) times for an additional six (6) month period each time, for a maximum period of eighteen (18) months.

Section 5.10: No Eligibility List – Certification of Temporary/Provisional Appointment

When no certification can be made for a vacancy, the Personnel Officer may recommend the name of a qualified candidate who meets the minimum qualifications of the position for either a temporary or provisional appointment.

Section 5.11: Temporary Appointment

In the event special legislation, federal employment programs, or locally designed employment programs are created necessitating the employment of persons outside the normal competitive merit system, such persons shall be hired in a temporary status not to exceed twelve months.

Temporary appointments can only be extended for a period of time specified by the Personnel Officer at the time of employment, or by definition of the program under which the temporary appointment has been made.

Section 5.12: Provisional Appointment

In the absence of an eligibility list for a regular position, a provisional appointment may be made for a period of six months, by which time an eligibility list shall be established. A provisional appointment may be extended one time, for an additional thirty days with the approval of the Personnel Officer.

Section 5.13: Certification of Less Than Three Names

When less than three names are available from appropriate eligibility lists, the Personnel Officer may offer the available names to the appointing authority for review. If, after review, the appointing authority so chooses, they may accept the available names as a valid certification. The review of two or less available names does not deny the appointing authority the right to a full-three-name certification.

Section 5.14: Emergency Appointments

Certain employees designated by the Personnel Officer may make emergency appointments in order to meet the immediate requirements of an emergency such as an extraordinary fire, flood or earthquake which threatens public life or property. All emergency appointments shall be reported to the Personnel Officer as soon as possible. The personnel rules affecting appointments and employment do not apply when such emergency conditions occur.

Section 5.15: Employment of Relatives

Please see the City's Nepotism and Fraternization policy found in Section 8.10 of this Handbook.

Section 5.16: Authorization to Work

The City complies with the requirements of federal law and employs only applicants who are lawfully authorized to work in the United States.

Section 5.17: Pre-Employment Physical Examinations

Candidates who have received an offer of employment may be required to undergo a physical examination prior to reporting to work. A medical doctor who is selected by and paid for by the City shall perform the examination.

Section 5.18: Reference/Background Investigation

The City may verify prior employment and conduct reference checks on applicants. Candidates may also be subject to a background check which may include a credit review (if applicable to the position for which they applied), personal history, education, professional credential, military record, Department of Motor Vehicle record and criminal records. An employee under consideration for promotion may also be subject to a background check.

A written authorization will be obtained before a background check is conducted. Final offers of employment or promotion may be delayed until the City has completed this investigation process.

[Note: A complete policy on conducting criminal background checks and securing received criminal history information is in Appendix A and is available by contacting delegated Human Resources Staff.]

CHAPTER 6: PROBATIONARY PERIOD

Section 6.1: Probation for New-Hires

To ensure a new regular full-time employee is able to satisfy the requirements of the position for which they are hired, the first six (6) months of employment shall be considered the minimum initial probationary period. The initial probationary period is required as part of the testing process and shall be utilized for closely observing the employee's work. The City shall provide the probationary employee with at least one (1) performance evaluation during their initial probationary period.

If an employee's performance during the initial probationary period is marginal and the City needs more time to adequately assess the employee's suitability for the job, the Personnel Officer may extend the initial probationary period for a maximum of six (6) additional months.

During the initial probationary period, an employee may be rejected at any time without cause, without advance notice, and without recourse to appeal rights.

Section 6.2: Probation Following Promotion

To ensure a promoted employee is able to satisfy the requirements of the new position for which they were promoted, the first six (6) months in the new position shall be considered the minimum probationary period. This probationary period is required as part of the testing process and shall be utilized for closely observing the employee's work. The City shall provide the employee with at least one (1) performance evaluation during their probationary period.

If an employee's performance during the probationary period is marginal and the City needs more time to adequately assess the employee's suitability for the job, the Personnel Officer may extend the probationary period for a maximum of six (6) additional months.

An employee rejected during or at conclusion of this probationary period shall be reinstated to their former classification and position.

Written documentation shall be given to the employee indicating status at the end of each period.

Section 6.3: Rejections During Probationary Period

A probationary employee may have their employment terminated at any time without cause, without notice, and without right of appeal during the introductory period.

Section 6.4: Effect of Leaves on Probation Period

The granting of any approved leave of absence during the introductory period shall result in an extension of the introductory period for the same amount of time as the length of the leave.

Section 6.5: At-Will Employees

There is no probationary period for at-will employees. These employees serve at-will and their employment with the City may be terminated without cause. For more information, refer to the At-Will Handbook.

CHAPTER 7: CHANGES IN EMPLOYMENT STATUS

Section 7.1: Promotion

Promotion to a position with a higher pay range shall be based on qualifications and merit only. Whenever possible and insofar as practicable and consistent with the best interests of the service, all vacancies in the competitive service shall be filled by promotion utilizing section 6.4 above.

If, in the opinion of the Personnel Officer, a vacancy in the position could be filled better by an open competitive examination instead of a closed promotional examination, arrangements shall be made for an open competitive examination and for the preparation and certification of an eligible list.

Section 7.2: Rejection Following Promotion

An employee rejected during or at the conclusion of this probationary period shall be reinstated to their former classification and position.

Section 7.3: Flexible Staffing

Certain pairs of specified positions in the City have similar job duties and are designated level one and level two depending upon level of autonomy, certification, experience, or any combination thereof. The City reserves the right to conduct an open recruitment to fill a vacancy in a second-level position or to fill the vacancy by advancement of a qualified employee from the first level position. Advancement will be based on merit; e.g. exceptional job performance and, if applicable, receipt of professional registration. The advanced employee's anniversary review date will be determined by the date the employee completes the required probationary period for their current position. The amount of actual salary increase will be based solely on merit as determined by the evaluation.

Section 7.4: Reductions in Force (Layoffs)

The level of City services provided may be reduced or other changes to City services may be required for reasons of economy or efficiency. In such an event, it may be necessary to terminate employment or reduce the hours of one or more City employees.

Whenever, in the judgment of the City Council, it becomes necessary for reasons specified above, to abolish any position, the employee holding such position may be laid off without disciplinary action or the right to grievance or appeal. The City's decision to reduce its work force is a management right; thus no due process rights under the Grievance Procedure of this Comprehensive Personnel Policy handbook exist, and the decision is not subject to the meet and confer requirements.

The Personnel Officer shall make reasonable efforts to give primary consideration to (a) business necessity and (b) seniority, competence, and job performance whenever reductions in force are necessary. Employees shall be given at least fourteen (14) days notice of any proposed reduction in force, except where necessary to protect the public and carry out the City's mission.

Section 7.5: Transfers or demotions to avoid layoff

Any employee who is laid off will not necessarily move to a lower related classification or a similar position in another department or division unless there is a vacancy. Every effort shall be made to place affected employees in other City positions when job performance warrants such action.

Section 7.6: Re-Employment Lists

Names of all regular employees whose positions have been terminated due to a reduction in force shall be placed on a re-employment list for two (2) years.

Section 7.7: Re-Employment

When a vacancy occurs in a class from which employees were laid off, the qualifying employees on the reemployment list shall be notified of the vacancy prior to announcing the recruitment and shall be offered the opportunity to apply for the position. In such an event, the Personnel Officer shall consider the name(s) on the re-employment list prior to considering other candidates. The City retains the right not to appoint former employees.

The procedures regarding layoff negotiated by the City and a union that are memorialized in a MOU will prevail for any employee represented by a union.

Section 7.8: Placement After On-the-Job Disability

The City will make a reasonable attempt, in accordance with federal and state law, to place employees in positions for which they qualify when they become disabled by an on-the-job injury or illness.

Section 7.9: Demotion

The Personnel Officer may demote an employee whose ability to perform the required duties falls below standard or for disciplinary purposes. No employee shall be demoted to a position for which the employee does not possess the minimum qualifications. Such action shall be subject to appeal by the employee under the Grievance Procedure of this Comprehensive Personnel Policy handbook.

Section 7.10: Suspension

The Personnel Officer may suspend an employee from their position at any time for the good of the City, for a disciplinary purpose, or for other just cause. Suspension without pay shall not exceed thirty calendar days, nor shall any employee be penalized by suspension for more than a total of thirty calendar days in any fiscal year.

Departments heads that wish to suspend a subordinate employee must confer with delegated Human Resources Staff prior. Suspensions shall be reported immediately to the Personnel Officer. Such action shall be subject to appeal by the employee under the Grievance Procedure, Chapter 10 herein.

Section 7.11: Resignation

An employee who intends to leave their position with the City should file a written resignation notice at least ten (10) working days before leaving. The notice should state the effective date and reasons for leaving and should be submitted to the department head, to be forwarded to delegated Human Resources Staff and the Personnel Officer, as necessary, for processing and filing. Employees shall turn in any keys, identification cards, equipment, and any other City-owned property to the department head or delegated Human Resources Staff prior to their last day of employment with the City.

Section 7.12: Retirement

An employee planning to retire from the City shall provide a written notice to the department head, to be forwarded to the Personnel Officer for processing and filing, at least sixty (60) calendar days prior to the effective date of retirement.

Section 7.13: Re-Hire

Notice of resignation or retirement is final when given and may not be rescinded without the consent of the Personnel Officer. Said consent may be withheld with or without cause.

Regular employees re-hired into the same classification within one year of separation from City service shall be appointed at the salary step they attained at the time of separation. Such re-hired regular employees may be reappointed to the same classification from which they separated without being required to participate in a competitive recruitment process.

Re-hire after one year of separation from City service may result in appointment at Step A of the classification unless appointment to a higher step is approved by the appropriate Department Director. Such re-hired regular employees shall be required to participate in a competitive recruitment process to be re-hired.

Section 7.14: Continuation of Health Benefits

For information on continuation of health benefits, please refer to Section 14.8 “COBRA” herein.

Section 7.15: References

Responses to requests for references by potential new employers and credit agencies will be given only on the prior written authorization of the employee. Job references will provide the date of hire and positions held but nothing else without the specific written consent of the employee.

Section 7.16: Fitness for Duty

If at any time the supervisor, department head or Personnel Officer believes an employee is unable to perform assigned duties in a safe and efficient manner, the employee may be required to undergo a Fitness for Duty Examination. The purpose of the examination is to determine the employee’s physical or psychological ability to meet the position requirements. A medical doctor selected and paid for by the City shall perform the examination. The doctor’s report shall be the basis for determining whether continued employment or any change of duties is warranted.

CHAPTER 8: RULES OF CONDUCT

The purpose of the policy statements and procedures in this Section is to provide a workplace, which promotes both employee safety and satisfaction and the competent and efficient delivery of services to the citizens of La Puente and other members of the public. Any employee who violates any of the provisions of this Chapter shall be subject to discipline, up to and including termination.

Section 8.1: Dress Code and Personal Grooming Standards

All employees are a representative of the City in the eyes of the public and are expected to have a professional, well-groomed presence while working in any City property, building and/or when representing the City at external events. Employees must wear clothing, jewelry and footwear that provides a safe work environment and is professional in appearance. Employees should check with their supervisor to confirm attire expectations particularly when at work and/or externally representing the City. Employees have a right to dress consistent with their gender identity.

Section 8.2: ID/Name Badges To Be Worn at All Times

Employees are required to wear their official City ID badges that identifies themselves as staff members at all times during work hours.

Section 8.3: Personal Cleanliness and Fragrance-Free Expectations

All employees are expected to maintain their personal hygiene and report to work clean and tidy. Employees are required to refrain from using heavily scented personal products, air fresheners, room deodorizers, scented cleaning compounds or similar products in any public or staff-only locations. When supervisors and/or City management have been made aware of chemical and/or fragrance sensitivities or lack of personal hygiene, on the part of patrons and/or employees, the identified employee will be communicated with regarding the situation and requested to take immediate corrective action, if corrective action is possible to address the problem that is causing distress to others.

No employees, even if they have a “medical marijuana” prescription from a California medical provider, are to appear at work as if they are under its influence, nor can employees report to work smelling of marijuana.

Section 8.4: Employees Who Are Non-Compliant with Dress Code Expectations

Employees who report to work inappropriately dressed or demonstrating poor hygiene or grooming will be asked to clock out and return to work acceptably groomed and/or wearing acceptable attire. If an employee continues to be non-compliant with the City’s Dress Code, they will be counseled, and as appropriate, disciplined up to and including termination from City employment.

Section 8.5: Information Technology (IT) Policy

This policy establishes the proper use of City-owned computer hardware, computer software, electronic mail, and Internet browsers; and telecommunications equipment (telephones, voice mails, cellular telephones, radios, etc.); and to set forth the procedures to be followed for the approval and use of all computer systems and tools and telecommunication devices by City employees as they conduct City business. This policy protects the City during litigation, government investigation or audit; promotes increased efficiency; and reduces cost.

A. Application

This policy shall apply to all City elected officials, appointed officials, employees and consultants or other non-employees utilizing computer systems and tools and telecommunication devices belonging to the City, as well as to those who use provided access to the Internet and/or E-mail, regardless of the user’s location when accessing the network.

B. Definitions

1. Computer systems and portable laptops

All hardware, software, and tools owned by the City and available for official use by City employees including, but not limited to, electronic mail and systems such as the Internet. City computing resources are made available to individuals to assist in the pursuit of organizational goals.

2. Electronic mail messages (e-mail)

Documents, letters, or correspondences created or received using an e-mail software application. Internet e-mail messages are sent to and received from people outside the City organization who use the Internet as the medium of communication. Local e-mail messages are sent to and received from City employees and use the City's network as the medium of communication. E-mail messages can also contain attachments such as documents, graphics, text files, and various other file types.

3. Listservs

A "listserv" is a software program that automatically distributes copies of a single e-mail message to all the list subscribers on an electronic "mailing list". Each listserv targets pre-determined topics and discussions. Those people subscribed to a particular listserv are expected to have a common interest that is served by the mailing list.

4. Internet (World Wide Web)

The Internet is a global network of connected machines, software programs, and massive quantity of information. Internet browsers are software packages used to access and navigate the Internet.

5. Telecommunication Devices

All telephones, cellular telephones, radios, and other equipment used to communicate with City elected officials, appointed officials, employees, consultants, residents and other members of the public while conducting City business.

C. Computer Hardware and Software Usage

1. City computer resources must be used for City-related activities and not for personal business.
2. The City's computer systems require that each user have a unique identity, referred to as a "User-ID," protected by a "password," to gain access to the system.
3. All software, data, reports, messages and other products that are created by using the City's computer resources are the property of the City.
4. Computers or terminals shall not be left unattended in a state, which affords inappropriate access to records of the City, or otherwise compromises security.
5. All employees share in the responsibility to protect City computer resources from physical and environmental damage and are responsible for the correct operation and maintenance of those computers.

D. Prohibited Uses of Computer Systems and Tools

Include, but are not limited to, the following:

1. Illegal activities
2. Threats
3. Harassment
4. Slander and defamation
5. Obscene or suggestive messages or offensive graphical images
6. Political activity and endorsements
7. Commercial activity
8. Using non-business software including games or entertainment software
9. Using City computer resources to seek out information on, obtain copies of, modify, or divulge files, reports, and other data, which is private, confidential, or not open to public inspection
10. Seeking passwords of others or the unauthorized exchange of passwords
11. Intentionally representing oneself electronically as another, either on the City network or on the Internet or other on-line services unless explicitly authorized to do so by those other users
12. Developing programs designed to harass other users or to infiltrate a computer or computing system and/or damage or alter components of same
13. Using City computer resources for fundraising or public relations activities not specifically related to City activities
14. Using City computing resources for purposes other than those intended by the Department authorizing access, including allowing access by unauthorized persons, even if they are members of City Staff, elected officials or community members
15. Making statements of personal opinion, which may be misinterpreted as official City policy
16. Using City computing resources for personal use or non-City related business

Users should remember that they represent the City when using e-mail, the Internet and other online services provided by the City.

The following uses of computer resources and tools are unauthorized unless written approval is received from the employee's supervisor, department head or delegated Human Resources Staff:

1. Using hardware, related computer equipment and software not purchased, licensed and/or. owned by the City. Copyrights and licenses must be observed. Any software obtained from a source other than the City's IT Department must be scanned for viruses prior to use.
2. Reading electronic mail of another employee without prior written approval of the employee's Department head or a management executive. All supervisors may inspect the contents of their employees' electronic mail without prior authorization or advance notice.
3. Using any City software or system to conduct non-City business or for personal purposes, except as set forth herein.

Section 8.6: E-Mail Policy

Employees shall use the e-mail system for official business only. Such use may include work-related social events such as lunches, birthdays, and retirement parties. Personal use of the City's e-mail system, while not prohibited, should be kept to a minimum and limited to emergencies and other urgent matters. Abuse of this privilege can result in appropriate disciplinary action being taken.

All e-mail messages are considered City records. The City reserves the right to monitor, review, and audit all city equipment and matters sent over and/or stored in the system to ensure their use complies with

relevant law and City policies. Internet websites visited and downloaded information are not confidential and can be reviewed by City management, any time without advance notice.

E-mail communications are not confidential and are subject to review by City management and may be subject to disclosure to the public. E-mail communications may be subpoenaed or requested under the Public Records Act and/or may be used as evidence in court or as part of an investigation.

Each department head has the right to ask for, receive and maintain a list of all employees' passwords within the department. The password list shall be maintained in a confidential manner by the department head. Each department head has the right to inspect all e-mail and files of the department's employees to correct service problems, ensure system security, retrieve records and/or transition work when responsible personnel are unavailable, and for other legitimate business reasons.

A. Listservs

Users may subscribe, when necessary, to interest group lists through their personal work account, if the listserv is directly related to their line of work and City goals and is approved by the user's supervisor. All material posted on listservs by City employees using City accounts are governed by this Internet policy. In addition, when posting to listservs, authors will avoid the impression that the user is representing the official view of the City. A supervisor has the right to remove an employee from a listserv if the supervisor feels the listserv is not work related or is interfering with the subscriber's work.

B. Prohibited Use of E-Mail/Instant Messaging Platform

Messages that disrupt or threaten to disrupt the efficient operation of City business or administration are prohibited. Messages prohibited in this section include, but are not limited to:

1. Messages that constitute or counsel insubordination.
2. Messages that may harm close working relationships. This includes creating or transmitting any false statement, which tends to cause injury to one's reputation.
3. Messages that may take employees away from their assigned tasks.
4. Messages that harm the integrity of the system or network.

Messages that violate law, violate individual rights, create potential liability for the City or violate public policy are prohibited. These prohibited messages include, but are not limited to:

1. Messages that are pornographic or obscene.
2. Messages in conflict with the City's Prevention of Harassment, Discrimination, and Retaliation Policy or any other policy prohibiting discrimination, including harassment, on the basis of race, color, religion, sex, national origin, ancestry, age, physical disability, mental disability, medical condition, veteran status, marital status, sexual orientation or any other status protected by local, state or federal law.
3. Threats that implicate personal safety.
4. E-mail shall not be used to solicit or proselytize others for non-job related commercial ventures, religious or political causes, outside organizations or other non-job related activities.

C. E-mail and Messaging Etiquette and Use:

1. Remember you are representing the City through your communications both internally and externally, and it is critical that you maintain a positive image for both yourself and the City.

2. Be certain that your message is addressed to the proper person. Be sure you check the list of persons being e-mailed when you choose the REPLY ALL function. E-mail should not be used for broadcast purposes unless message is of interest to all users.
3. Capitalize words only to emphasize an important point or to distinguish a title or heading. Capitalizing whole words that are not titles is generally interpreted as shouting.
4. Be professional and careful of what you say about others. E-mail is easily forwarded and blind copied.
5. Be cautious when using sarcasm and humor. Without face-to-face communication, humor may be viewed as criticism. By the same token, also carefully read what others write. The perceived tone may easily be misinterpreted.
6. Some e-mail messages, especially those written in "the heat of the moment," are best unsent. Think twice before sending angry or sarcastic messages or using e-mail to let off steam.

D. Maintenance of Accounts:

E-mail generates correspondence and other documentation, which may be recognized as official City records in need of protection/retention in accordance with the California Public Records Act. If an e-mail message, including any attachments thereto, can be considered an official City record, as defined by the City Clerk, such e-mails should be printed as a hard copy and filed in accordance with the City's records retention policy. It is the responsibility of individual employees and their department heads to determine if email is an official record. Generally, the sender of the e-mail should be the person responsible for printing and filing it accordingly, but persons responsible for a particular program or project file shall be responsible for retaining all e-mail they send or receive related to that program or project.

Section 8.7: Internet Policy

Employees should be aware that the Internet is not censored and contains information some users may find offensive. The City cannot accept responsibility for what the user accesses while connected to the Internet. Users may not download information from the Internet without authorization from the system administrator. Moreover, if information is downloaded, the disk containing the download must be scanned by Virus Scan. Staff should be aware that many of the items found on the Internet are copyrighted or under license agreements. Violation of contract rules, such as reproducing copyrighted materials or downloading copyrighted software, is illegal.

Users should be made aware that an accumulated list of websites is created while the user is online. This list will contain all sites the user has visited and may be monitored by departmental supervisors or the network administrators. Users should be made aware of Network Etiquette (Netiquette). Anything put up on the web is openly available for anyone in the world to see. Make sure the information is appropriate, representative, and informative.

A. Internet Access

Internet access shall be used for official business. Employees' access to the Internet for personal use is prohibited during office hours. Employees' use of City computers, hardware, software, internet, or e-mail during off hours and/or lunch breaks must first be approved by the employee's supervisor and for purposes that will not violate City policy. Abuse of this privilege can result in appropriate disciplinary action being taken. City-related business activities may include:

1. Communication and exchange for professional development, to obtain training or education, or to discuss issues related to the user's governmental activities.

2. Applying for or administering grants or contracts for City programs.
3. Searching for advisory, standards, research, analysis, and professional society activities related to governmental tasks and duties.
4. Announcement and/or tracking of new laws, procedures, policies, rules, services, programs, information, or activities.

Time is to be limited on the Internet to that necessary to conduct City-related business. City management reserves the right to occasionally monitor Internet transactions.

B. Prohibited use of the Internet

Includes, but is not limited to, the following:

1. Use that violates the law.
2. Use for any for-profit activities unless specific to the mission or duties of the user's department.
3. Use for purposes not directly related to the mission or work tasks of the user's department.
4. Sending or soliciting sexually oriented messages or images.
5. Making libelous, offensive, or harassing statements, including disparagement of others based on their race, national origin, sex, sexual orientation, age, disability, religious or political beliefs.
6. Accessing or distributing computer games.
7. Interfering with or disrupting network users, services, or equipment
8. Personal use without prior consent of the employee's supervisor or department head.

Section 8.8: Telecommunications Policy

Employees are to make appropriate use of telecommunications equipment (telephones, voice mail, cellular telephones, radio, etc.) for operational efficiency and emergency response.

Telecommunications equipment is provided for official City business and personal use should not interfere with business, take excessive time, or result in additional cost to the City.

Employees are responsible for maintaining adequate physical protection of all telecommunications equipment issued to them by the City. Employees shall notify the Personnel Officer's office immediately if any City owned telecommunications equipment is damaged, lost or stolen.

Employees should make every effort to avoid using City telecommunications equipment for personal calls. However, the City recognizes that the need may arise from time-to-time for urgent personal business.

Any equipment purchased by the City is owned by the City and should be returned to the City when the employee separates from service or when the need for such equipment no longer exists.

The City retains the right to audit/review all communications bills. Employees who are issued City cellular phones and/or wireless devices understand that there is no expectation of privacy when using City provided cellular phones and/or wireless devices. The City has the right to review all records related to cellular and/or wireless devices including but not limited to phone logs, text messages, and internet usage logs. Users should further be aware that all records are subject to discovery under the Public Records Act.

A. Prohibited Uses of Telecommunications Equipment

Includes, but is not limited to, the following:

1. Calls or voice mails that disrupt or threaten to disrupt the efficient operation of City's business or administration are prohibited. Calls and Messages prohibited in this section include, but are not limited to:
 - a. Calls or messages that constitute or counsel insubordination.
 - b. Calls or messages that may harm close working relationships. This includes transmitting any false statement, which tends to cause injury to one's reputation.
2. Calls or messages that violate law, violate individual rights, create potential liability for the City or violate FCC regulations are prohibited. These prohibited uses include, but are not limited to:
 - a. Calls or messages that are obscene.
 - b. Calls in conflict with the City's Harassment, Discrimination, and Retaliation Policy or any other policy prohibiting discrimination, including use for any type of harassment or threats that implicate personal safety.
3. Telecommunications equipment shall not be used to solicit or proselytize others for non-job related commercial ventures, religious or political causes, outside organizations or other non-job related activities.

B. Penalties For Misuse of Telecommunications Equipment, Computer Systems and Tools

1. Failure on the part of any employee to comply with the provisions of this policy shall subject the employee to disciplinary action. Further, failure to comply with any provision of this policy may result in suspension or revocation of the privilege of using the Internet and/or using or accessing e-mail.
2. Failure on the part of any appointed official to comply with the provisions of this policy will constitute grounds for the City Council to deny the official access to the Internet and/or e-mail system.
3. Failure on the part of any contractor or consultant to comply with the provisions of this policy will constitute grounds for termination of their contract with the City.
4. Misuse or abuse of telecommunications equipment may result in disciplinary action resulting in (1) the reimbursement by the user to the City of additional costs; (2) the loss of the use of telecommunications equipment; and/or (3) disciplinary action up to and including termination.

Section 8.9: Personal Cellular and/or Wireless Devices

Excessive use of cellular/wireless devices during the work day, regardless of the phone or device used, can interfere with employee productivity and be distracting to others. During paid work time, employees are expected to exercise the same discretion in using personal cellular/wireless devices as is expected for the use of any City telephone or computer. Cellular phones may not be used at any work site where the operation of the phone is or may be a distraction to the public or other employees.

A. Telephone Calls/Text Messaging

A reasonable standard the City encourages is to limit personal calls during work time to an average of no more than two or three short-duration calls per day as needed. Employees are expected to make personal calls during non-work time when possible and to ensure that friends and family members are aware of the City's policy. Flexibility will be provided in circumstances demanding immediate personal phone use, but this immediate need should be communicated to an employee's supervisor.

B. Prohibited Activities

In order to ensure a productive workday, the following use of a personal cellular/wireless device are prohibited during working hours:

1. Accessing the internet for non-work-related purposes.
2. Playing games.
3. Watching movies, television, sports, etc.
4. Any activity that violates City policy, including accessing and/or distributing pornographic or harassing material.

Section 8.10: Social Media Policy

This policy establishes City-wide guidelines, protocols, and procedures for the use by City staff of third-party platforms commonly known as social media sites, channels, and technology. The City regards social media and any official online and Internet presence as a means of augmenting and enhancing traditional communication methods and to engage, convey information to, and communicate with members of the public in order to meet City missions and goals. This policy applies to all City employees, officials, volunteers, consultants, and contractors acting in an official capacity and when communicating with the public on behalf of the City.

The City intends for its use of any social media site to relate solely to matters of the City business and does not, in any way, intend to nor actually create general public forums. Nothing in this policy shall be applied to prohibit or infringe upon any communication, speech or expression that is protected or privileged under law. This includes speech and expression protected under state or federal constitutions as well as labor laws or other applicable laws.

A. Definitions

For the purpose of this Policy, the following definitions apply:

1. Social Media Sites

Platforms used by individuals to create publicly viewable content, using accessible, expandable, and upgradable publishing technologies, through and on the Internet. Examples of social media sites include, but are not limited to, Facebook, Twitter, YouTube, Flickr, LinkedIn, Nextdoor, Snapchat, Pinterest, RSS, Blogs, Delicious Instagram, and any other related internet-based platforms that are implemented following the publication of this policy.

2. City Social Media Sites

Social media sites which the City establishes and maintains and over which the City has control over all postings, except for advertisements or hyperlinks by the social media site's owners, vendors or partners. City social media sites shall supplement, and not replace, the City's required notices and standard methods of communication.

3. Social Media Administrator

An authorized City official or employee who creates, manages and is responsible for articles, messages and information on social media sites. The Social Media Administrator reviews,

authorizes and allows content submitted by public commentators to be posted to City social media sites.

4. Posts/Postings

Information, announcements, articles, pictures, videos, or any other form of communication posted on a City social media site.

B. General Policy

1. The City website at <http://www.lapuate.org> will remain the City's primary and predominant Internet presence.
2. Use of City social media sites by officers and/or employees of the City shall be managed consistent with the Brown Act. Members of the City Council, Commissions and/or Boards shall take caution in responding to any published posting or using the City's social media sites or any other form of electronic communication to respond to, blog, or otherwise discuss, deliberate, or express opinions on any issue within the subject matter jurisdiction of the City Council/Commission/Board because such response may create a meeting in violation of the Brown Act.
3. City social media sites shall be used to communicate City missions and messages where there is a legitimate business purpose to do so. Wherever possible, City social media sites should link back to the official City website for forms, documents, online services, and other information necessary to conduct business with the City.
4. The City's Social Media Administrator shall monitor content on City social media sites to ensure adherence to both this policy and the interest and goals of the City.
5. The City reserves the right to restrict or remove any content that is deemed in violation of this policy or any applicable law. Any content removed based on these guidelines shall be retained by the City for a reasonable period of time, including the time, date and identity of the poster, when available, as determined by the Personnel Officer in consultation with the City Attorney.
6. Whenever possible, users and visitors to City social media sites shall be notified by the following message appearing on the City social media site or by a hyperlink directing a user to the same regarding comments posted by the public: "A comment posted by a member of the public on this page is the opinion of the commentator or poster only, and publication of a comment does not imply endorsement of, or agreement by, the City, nor do such comments necessarily reflect the opinions or policies of the City."
7. Each social media site maintains a "Terms of Use" agreement. All comments posted to any City social media site are bound by these Terms of Use and the City reserves the right to report any user in violation thereof.
8. All City social media sites shall adhere to applicable federal, state and local laws, rules, regulations and policies.
9. Comments on topics or issues not within the subject matter jurisdiction of the City may be removed.
10. Employees representing the City government via City social media sites shall conduct themselves at all times as a professional representative of the City and in accordance with all City policies.
11. All City social media sites shall utilize authorized City contact information for account set-up, monitoring and access. The use of personal email accounts or phone numbers by any City employee is not allowed for the purpose of setting up, monitoring or accessing a City social media site.
12. City social media sites may contain content, including but not limit to, advertisements, or hyperlinks over which the City has no control. The City does not endorse any hyperlink or advertisement placed on City social media sites by the social media site's owners, vendors or partners.

13. The failure to comply with this and other applicable policies of the City will be reviewed on a case-by-case basis and may result in disciplinary action.
14. The City reserves the right to change, modify or amend this Police at any time.

C. Terms Of Use

As a public agency, the City abides by certain standards to serve all constituents in a civil and unbiased manner. Comments or content containing any of the following inappropriate form of content are not permitted and are subject to removal and/or restriction by the City:

1. Profane language or content
2. Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation, as well as any other category protected by federal, state or local laws.
3. Sexual content or links to sexual content
4. Content that includes unlawful harassment or threats of violence
5. Comments that are not topically related or out of context
6. Solicitations of commerce
7. Conduct or encouragement of illegal activity
8. Information that may tend to compromise the safety or security of the public or public systems
9. Content that violates a legal ownership interest of any other party
10. Content that defames any person, group, or organization
11. Disclosure of any proprietary, confidential, or privileged information

The content of City social media sites shall only pertain to City-sponsored or City-endorsed programs, services, and events. Content includes, but is not limited to, information, photographs, videos, and hyperlinks.

The City shall have full permission or rights to any content posted by the City, including photographs and videos.

Postings shall be made during normal business hours. After-hours or weekend postings shall only be made with the approval of the City's Social Media Administrator or their designee.

Any employee authorized to post items on any of the City's social media sites shall review, be familiar with, and comply with the social media site's use policies and terms and conditions.

Any employee authorized to post items on any of the City's social media sites shall not express their own personal views or concerns through such postings. Instead, postings on any of the City's social media sites by an authorized City employee shall only reflect the views of the City.

Postings shall contain information that is freely available to the public and not be confidential as defined by any City policy or state or federal law.

Postings shall not contain any personal information, except for the names of employees whose job duties include being available for contact by the public.

Any unofficial or non-authorized content and all content posted by a member of the public on the City's social media site are the opinions of the person making the post. Appearance of content on the

City's social media sites does not necessarily imply endorsement of, nor agreement by, the City, nor does such content necessarily reflect the opinions or policies of the City.

The City reserves the right to deny access to City social media sites for any individual who violates this policy, at any time and without prior notice.

For any social media site approved by City, City may develop additional usage or other standards to optimize City's use of such third-party site.

Any content posted on a social media site may also be subject to third-party, site-specific rules or policies.

The City reserves the right to report any such violations of a third-party site's rules or policies. The City also reserves the right to report any posts to law enforcement.

D. Reporting/Removal Of Unauthorized Comments

The City requires the Social Media Administrators immediately notify the Personnel Officer if there is any posted material that may be inappropriate, that violates this policy, or any City policy, is illegal, or that potentially infringes the copyrights or other rights of any persons. The Personnel Officer shall investigate and respond to all reports of potential violations of this policy.

Any content removed based on these guidelines must be retained by the City for a reasonable period of time, including the time, date and identity of the poster, when available. Upon removal of content, the Social Media Administrator shall notify the commenter that their response has been deemed inappropriate and removed due to inconsistency with the City's content requirements.

The City reserves the right, at any time and without prior notice, to deny access to the social media site to any individual who violates this policy.

E. City's Rights To Posted Information

Images, text, video, audio files, and other content are subject to the Copyright Law of the United States of America and related codes, policies, and directives. The City may repost or disseminate such messages, images and information as it deems appropriate.

1. Public Records

The City is subject to the California Public Records Act, Government Code § 6250 *et seq.* All websites and social media sites shall clearly indicate that any article and any content posted or submitted for posting are potentially subject to public disclosure as required by law.

Due to the temporary and transitory nature of postings and comments on social media sites, social media postings and comments are not retained as public records unless printed, filed or otherwise saved by the City and in that event shall be retained pursuant to the City's Records Retention Schedules.

2. Privacy

All users of the City's social media sites are subject to the site's own privacy policy. The City has no control over a third party's privacy policy or their modifications to it. To protect your own

privacy and the privacy of others, please do not include personal information, such as your Social Security number, phone numbers or email addresses in your comment.

3. Disclaimer

The following disclaimer shall be posted on the City social media sites' primary page or by a hyperlink directing a user to the same wherever possible:

"The City does not guarantee that any information posted by members of the public, or employees who are not designated as content providers is correct and it assumes no liability for any inaccuracies, loss or damage resulting from reliance on any such information posted on any external website by any unauthorized person(s). Furthermore, the City does not guarantee that the social media sites will be uninterrupted, permanent or error-free.

The intended purpose of this page is to serve as a mechanism for communication between the City and members of the public. However, this page is not the primary method of communication with the City, and any notices, requests for City services or public records requests must be made via official communication methods identified on the City's website, or by traditional methods of notification recognized by the City, and no comments or posts on this page will be construed as providing notice to the City of any claim, deficiency, dangerous condition, request, or otherwise.

Any comments or other content posted or submitted to this page for posting, as well as personal identifying information for the page's users and visitors, and its list of fans, may be public records subject to disclosure pursuant to the California Public Records Act ([Cal. Gov.](#) Code § 6250 *et seq.*)."

In addition to the above statement, the City social media sites' primary page shall also contain contact information for the City and a hyperlink to the City website providing addresses, names, phone numbers, fax numbers, and email addresses of applicable department listings or City staff and methods of making official requests for maintenance or services and notice of the condition of City property or other similar requests.

Section 8.11: Nepotism and Fraternization Policy

The purpose of this policy is to establish the nepotism and fraternization policy for the City. This policy is intended to avoid conflicts of interest between work-related and personal/family obligations; reduce favoritism or the appearance of favoritism; prevent personal/family conflicts from affecting the workplace; and decrease the likelihood of sexual harassment and/or gender discrimination in the workplace.

A. Definitions

The following definitions apply to each section of this policy.

1. A "romantic and/or sexual relationship"

Exists when two City employees become personally involved with each other to the point that there is dating, exchange of personal affection, sexual or physical intimacy and/or cohabitation.

2. The term "dating"

Includes but is not limited to one or more social meetings under circumstances that may lead to

exchange of personal affection, and sexual or physical intimacy.

3. "Cohabitation"

Applies to those employees who live together, share room and board or sire children, without being married to one another.

4. "A social meeting"

Occurs when co-employees gather for purposes not related to work for the City.

5. A "significant other"

A relationship between an employee of the City and another individual as defined herein in (1), (2), and/or (3) and elsewhere in the policy.

6. A "relative"

An immediate family member of a city officer or regular or at-will employee. Immediate family members are those by blood or marriage within the third degree. This includes parents, siblings, children, grandchildren, grandparents, uncles/aunts, nieces/nephews, first cousins, great grandparents, and great grandchildren, as well as the spouses, spousal equivalents, or domestic partners of each and any "step" relations.

7. "Employees"

Any person who receives a City payroll check for services, full or part time, rendered to the City.

8. Department(s) is defined as:

- Administration
 - City Manager's Office
 - Administrative Services
 - City Clerk
 - Information Technology
 - Accounting and Finance
- Development Services Department
 - Planning Division
 - Park Maintenance
 - Building and Safety Division
 - Engineering Division
- Code Enforcement
- Community Services
 - Recreation Division
 - Youth Learning Activity Center
 - Senior Center

B. Fraternization

1. Romantic Relationships Between Supervisors and Subordinate Employees Are Prohibited

Public trust, safety and City morale require that employees avoid the appearance of a conflict between their professional responsibilities and any involvement that they may have in a romantic or sexual relationship with other City employees. In order to promote efficient operation of the City and to avoid misunderstandings, complaints of favoritism, other problems of supervision, security, morale, and possible claims of sexual harassment and/or gender based discrimination, romantic and/or sexual relations between supervisors and subordinate employees are prohibited.

2. Romantic Relationships Between Co-Employees in The Same Department Are Prohibited

Public trust, safety and City morale require that employees avoid relations, which may negatively impact the efficient operation of the City. In order to promote efficient operation of the City and to avoid formation of cliques and factions, claims of sexual harassment and gender based discrimination, and the blurring of professional and personal responsibilities and relationships in the workplace, romantic and/or sexual relationships between co-employees in the same Department are prohibited.

3. Enforcement

The City reserves the right to investigate situations in the workplace to determine whether a romantic and/or sexual relationship exists and therefore presents a possible violation of this Policy. If the City determines that a proscribed relationship (as defined by this policy) exists, remedial and/or disciplinary measures, including but not limited to a transfer, reassignment, or dismissal, shall be utilized to mitigate issues that arise relevant to the enforcement of this policy.

- a. The City retains the right to refuse to place employees engaged in relationships prohibited by this policy in the same department where it has the potential for creating adverse impact on supervision, safety, security or morale or involves potential conflicts of interest.
- b. In order to implement such policies, and where the above circumstances exist and mandate that employees shall not work in a prohibited relationship, the City will attempt to transfer one party to the proscribed relationship to a similar classified position in another City Department, should such a position exist, be available, and should the employee possess the skills and qualifications necessary to perform the essential duties of the position. Although the wishes of the involved parties as to which individual will be transferred will be given consideration by the City, the controlling factor in determining who is to be transferred shall be the positive operation and efficiency of the City. If any such transfer results in a reduction in salary or compensation, applicable and legally required due process procedures shall be applied.
- c. In lieu of a transfer from one department to another, or in situations where no similar counterpart classification exists to which an employee in a proscribed relationship can be transferred, that employee may continue to be employed within the same City department subject to approval by the Department Director and the Personnel Officer or their designee. However, any such continuing employment is predicated upon both subject employees not reporting to the same immediate supervisor; not being supervised by each other; not working the same shift at the same work site; or, otherwise becoming involved

in a work environment having the potential for adverse impact on supervision, safety, security or morale.

- d. If continuing employment of employees in a relationship prohibited by this Policy cannot be accommodated consistent with the City's interest in promotion of safety, security, morale and efficiency, then the City retains sole discretion to separate one of the parties from City employ. Absent resignation by one affected employee, the less senior, in terms of overall City service, of the involved employees shall be subject to separation. In the event of separation, applicable and governing due process procedures shall be applied.

The provisions of this fraternization policy are not applicable to individuals employed by the City on or before the date of adoption of this policy in their current state of marriage or non-marriage. As such, a change in marital status/cohabitation, etc. of any current employee, will result in the applicability of this policy. Furthermore, those employees are subject to any and all employment-related actions by the City, that are permissible pursuant to existing City policies and procedures to address conduct that is negatively impacting the work environment.

C. Nepotism

Relatives of employees shall not be employed in the same department of such a relative at any time by the City as further proscribed below.

As of the effective date of this Policy, City employees who are related as defined herein shall not be affected in their current job status except when the Personnel Officer or their designee determines that the circumstance of that employment raises an undue hardship upon the other employees within the particular work unit and that such employment is detrimental to the supervision, safety, security and/or morale of the particular work unit.

It is found by the City that a business purpose exists and dictates that a prohibition on employment of relatives within City departments is essential to safety and efficiency when such employment result in any of the following:

1. A supervisor-subordinate relationship;
2. The employees having job duties, which authorize performance of shared duties on the same or related work assignment;
3. Both employees being under the jurisdiction of the same immediate supervisor; or
4. An adverse impact on supervision, safety, security and/or morale.

D. Employment of Relatives of Elected or Appointed Officials

To avoid conflicts of interests, members of the immediate family of elected or appointed officials shall not be appointed to fulltime or part-time City employment during the time the elected or appointed officials are in office. If an immediate family member of a newly elected City council member is an existing City employee, the Personnel Officer will ensure that there is no conflict of interest for the duration of the council member's term of office.

E. Effect of Post-Employment Marriage or Creation of Other "Relative" Status of City Employees

In determining rules and regulations governing the employment of City employees who become related, as defined herein, after commencement of City employ, the City is guided by the principles enunciated in the California Fair Employment and Housing Act (FEHA) which prohibits

discrimination on the grounds of marital status. However, FEHA and its Regulations defining the same do authorize restrictions being placed upon married City employees (or upon people deemed related as a result of marriage [i.e., in-laws]) where for business reasons of supervision, safety, security or morale, the employer may refuse to place one spouse or other relative under the direct supervision of another spouse or other relative and refuse to place both spouses or other relatives in the same department, division or facility if the work involves potential conflicts of interest or other hazards greater for married couples or other relatives than for other persons. (Cal. Code Reg., tit. 2, Section 7292.5; Government Code Section 12940(a)(3)).

Recognizing the principles stated above, the City determines that "marital status" is defined as an individual's state of marriage, non-marriage, divorce or dissolution, separation, widowhood, annulment, or other marital state for purpose of this policy. Further, a "spouse" is defined as a partner in marriage.

The City retains the right to refuse to place one spouse or other relative under the direct supervision of the other spouse where there is a potential for creating adverse impact on supervision, safety, security or morale.

The City retains the right to refuse to place both spouses or other relatives in the same department where doing so has the potential for creating adverse impact on supervision, safety, security or morale or involves potential conflicts of interest.

In order to implement such policies, and where the above circumstances exist and mandate that two spouses or other relatives shall not work in a prohibited relationship, the City will attempt to do any of the following: Attempt to redefine the job responsibilities of the related employees within the Department to minimize the conflict, if the redefinition of job status is not feasible, will attempt to transfer one spouse or other relative to a similar classified position in another City department. Although the wishes of the involved parties as to which spouse or other relative is to be transferred will be given consideration by the City, the controlling factor in determining who is to be transferred shall be the positive operation and efficiency of the City. If any such transfer results in a reduction in salary or compensation, the transfer shall not be considered disciplinary in nature and shall not be the subject of any form of administrative appeal.

In lieu of a transfer from one department to another, or in situations where no similar counterpart classification exists to which a spouse or other relative can be transferred, the City may request the voluntary resignation of one of the employees and if one of the employees does not voluntarily resign, the employee with the least employment experience/service with the City may be discharged by the Personnel Officer. Married or other related employees may continue to be employed within the same City department subject to approval by the Department Director and the Personnel Officer or their designee. However, any such continuing employment is predicated upon both spouses, or other similarly situated relative as defined in this Policy not reporting to the same immediate supervisor, not being supervised by each other, not working the same shift at the same work site; or, otherwise becoming involved at a work environment having the potential for adverse impact on supervision, safety, security or morale.

It is the duty of all involved employees that are in a situation prohibited under this policy to immediately notify their supervisor either in person or through the chain of command that a situation exists wherein the involved employee may be in violation of this policy. The City reserves the right to reasonably investigate the situation and determine whether or not the employee has violated this policy.

F. Responsibility Assignments

Department Directors/Division Managers/Supervisors are responsible to ensure that appropriate hiring practices are upheld in their respective Department/Division.

Department Directors/Division Managers/Supervisors are responsible to inform the appropriate management services Staff member of any potential breach of this Policy.

The Human Resources/Administrative Services Director is responsible for coordinating the resolution of any concerns of nepotism/fraternization.

The City Manager is responsible for implementing the policy and adjudication of instances of potential breach of this policy.

Section 8.12: Vehicle Usage Policy

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

The policy provisions apply to all vehicle operators driving in the course of City business. This policy does not apply to commercial motor vehicles.

A. Assignment Of Responsibility

1. Department Directors shall keep a list of all employees who may be required to drive City owned or privately owned vehicles on City business. Department Directors shall be responsible for overseeing the implementation of driver training programs and ensuring that all vehicle operators attend required training. In addition, Department Directors shall work with delegated Human Resources Staff to maintain a current list of employees for each department.
2. Risk Management shall coordinate all required training and maintain related records. Additionally, delegated Human Resources Staff shall ensure that evidence of insurance and driver's license information are maintained in each employee's file. delegated Human Resources Staff shall also receive and record Department of Motor Vehicles Pull Notice reports and notify Department Directors when necessary.
3. Risk Management shall review all accidents to determine whether an accident was preventable or non-preventable, and to make any necessary disciplinary recommendations.
4. The City uses the Department of Motor Vehicles (DMV) Employee Pull Notice (EPN) program to receive prompt and consistent updates to the driving record for each vehicle operator. HR shall receive and record DMV pull notice reports and notify supervisors when necessary.
5. Supervisors shall routinely monitor the driving of each employee during the course of performing the employee's job-related driving responsibilities. In addition, supervisors shall include the review of driving records as part of the employee's periodic evaluation. Supervisors shall also perform necessary accident reporting requirements as stated in Section I of this Vehicle Usage Policy.

6. The Department Director is responsible for the general operation of the City's automobiles assigned to their department, including receiving notification from any employee who reports unsafe conditions or defects in any City owned vehicle. Upon receiving such notification, the Department Director shall determine whether or not the vehicle is unsafe for continued operation.
7. All City employees shall promptly provide insurance and driver license information when notified that their job duties include driving either an City owned vehicle or privately owned vehicle. Employees are to comply with all training and other reporting requirements of this policy.
8. An employee whose assigned duties are subject to night and weekend emergencies may use a City vehicle, with prior approval of the Personnel Officer. The employee shall insure that the City vehicle is locked and secure while in the employee's possession, and that the employee has a current, valid license to operate subject vehicle. An employee who uses City vehicles or property for private purposes without prior authorization from the Personnel Officer shall be subject to disciplinary action.

B. Definitions

1. Preventable Accident: The vehicle operator failed to do everything reasonably possible to prevent the accident.
2. Non-Preventable Accident: The vehicle operator did everything reasonably possible to prevent the accident.
3. City Owned Vehicle: Any vehicle owned by the City, and assigned on a shared, designated, or permanent basis.
4. Privately Owned Vehicle: Any personally owned vehicle used by an employee, whether owned by the employee or not.
5. Vehicle Operator: An employee who is either operating a City owned vehicle or is operating a personally owned vehicle on City business.
6. City business: Activities that require the use of a vehicle and are authorized by the employee's supervisor. In the use of personal vehicles, City business also means that the operator is being reimbursed for mileage expenses according to Internal Revenue Service guidelines.

C. Use of City Owned Vehicles

1. City owned vehicles fall into the following three categories, and have restrictions based upon type and use:
 - a. Vehicles that are kept overnight at City facilities and are assigned for use on a shared or designated basis during the course of daily City business. Personal use is expressly prohibited.
 - b. Vehicles that are assigned to managers on a permanent basis and used for daily commuting to and from the City. According to the Internal Revenue Service, commuting to and from work and any other incidental personal usage is not considered official use, and shall be reported as taxable income.
 - c. Vehicles that are designed for emergency or on-call use and authorized for use to and from work in order to respond on a 24-hour basis. Employees authorized to operate emergency or on-call vehicles may make reasonable, but limited stops before and after assigned work shifts while traveling to and from work.
2. Only City employees are authorized to operate City owned vehicles.
3. City owned vehicles are for transporting only those employees whose duties require the use of a motor vehicle, and such other persons whose business activities are important to City interests.

4. Under no circumstances shall family members or friends be transported in City owned pool vehicles, including those that are authorized for use commuting to and from the City or designated for emergency or on-call use.
5. Employees who have a City owned vehicle permanently assigned to them and/or City owned vehicles assigned for use within their department are responsible for ensuring that only those persons with a valid driver's license and on official City business are allowed the use of the City owned vehicle.

D. Use of Privately Owned Vehicles

There are times in which the use of an employee's personal vehicle is preferable because either a City owned vehicle is not available or because the use of a privately owned vehicle is deemed more efficient. When such is the case, the following shall be adhered to:

1. An employee may use their privately owned vehicle when they have a transportation need for City business and upon prior authorization by their supervisor.
2. Employees who regularly use their own privately owned vehicles on City business must notify their insurance company of such use.
3. It is the responsibility of the individual utilizing their privately owned vehicle to maintain accurate records of the purpose and extent of their travel, and to make substantiated claims for reimbursement per the City's reimbursement policy. The vehicle and/or mileage allowance is intended to cover the employee's cost of operating the vehicle on City business, including the cost of insurance. Further, all operating expenses of the privately owned vehicles are to be borne by the employee. This includes, but is not limited to, gasoline, oil, maintenance, wear and tear, depreciation and insurance.
4. The City is not liable for any damage to an employee's privately owned vehicle, unless caused by the City's negligence (employee's negligence excepted). It is the responsibility of the employee operating the vehicle to notify their immediate supervisor, the Department of Motor Vehicles, and the employee's insurance company in the case of any accident.
5. If an employee is responsible for an accident either while driving a City owned or personally owned vehicle, their own automobile insurance premiums may be increased.

E. Driver Training

Those employees who drive City owned vehicles are required to complete a defensive driver training course. Consideration should also be given to other employees who are regularly using privately owned vehicles as part of their essential job functions.

1. New employees shall complete a defensive driver training at the first available course date after the commencement of employment. Instruction shall also be provided to make certain that such employees are familiar with this policy.
2. Current employees who change assignments to include driving a City owned vehicle are similarly required to complete the provisions as stated in this section.
3. All employees who are required to participate in defensive driver training shall be required to repeat such training at least once every three years.

F. General Guidelines

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

2. It is the responsibility of the employee operating either a City or a privately owned vehicle to ensure that all persons in the vehicle use seat belts and have them properly adjusted before starting the engine of the vehicle.
3. When cargo, materials or tools are being transported, the vehicle operator is responsible for assuring that all items are properly secured.
4. No person shall be allowed to ride on running boards, fenders, hoods, or other locations on a vehicle not designed or approved by the manufacturer for passenger seating. An exception to this shall be areas designed and equipped for passengers outside the cab area for ceremonial events such as parades where the roads are closed and speed is under 5 miles per hour.
5. Any injuries sustained by the vehicle operator or other employees while a vehicle on City business shall be covered by workers' compensation.
6. When the vehicle operator is determined to be involved in a preventable accident the Supervisor shall recommend disciplinary action subject to re approval by the Department Director.
7. Alcoholic beverages and drugs shall not be transported or placed in owned pool or privately owned vehicle while on City business.
8. Any employee who operates a City owned vehicle, is responsible for the proper care and operation of that vehicle.
9. Employee shall periodically check to make certain that all vehicle equipment including headlights, turn signals, brake lights and washers are functioning properly, as set by department policy.
10. Any vehicle damage beyond normal wear and tear or that is affecting the safe operation of the vehicle must be documented and reported to the employee's supervisor.
11. No employee shall operate a City owned vehicle found to be dire condition.

G. Refrain From Use of Electronic Devices While Driving

Employees shall refrain from operating cellular telephones, laptop computers, navigational devices and any other device that may cause vehicle operator distraction while operating a City owned or privately owned vehicle in the course of conducting City business. Employees shall make every attempt to properly park their vehicle or use a hands-free device when using such equipment.

Employees who are charged with traffic violations resulting from the use of a cellular phone while driving on duty may be subject to disciplinary action and personal liability resulting from such traffic violations and are responsible for paying the cost of the citation.

H. Rental Vehicles

When it is necessary for a City employee to use a rental vehicle for City business, the employee shall utilize a City approved rental agency. Optional loss damage coverage should be purchased from the rental agency at the time the vehicle is rented, unless the credit card company used to pay for the rental vehicle provides coverage.

I. Accident Reporting Requirements

Any accident involving a City owned vehicle, rented or leased vehicle or privately owned vehicle used in the performance of City duties shall be reported as follows:

1. The vehicle operator shall summon medical care for any injured parties.
2. The vehicle operator shall notify appropriate law enforcement agencies.
3. The vehicle operator shall collect information about the other parties involved.
4. The vehicle operator shall notify their supervisor. The supervisor shall be responsible for initiating the departmental investigation of the accident and completing all required City reports. In the event

of serious bodily injury, an Incident Report form shall be completed by the supervisor and submitted to the California JPIA.

5. The supervisor shall notify delegated Human Resources Staff. The accident must be reported to the DMV if more than \$1,000 in damage was done to the property of any person or the City, or anyone was injured (no matter how slightly) or killed. The report must be filed, whether the vehicle operator caused the accident or not and even if the accident occurred on private property. The report must be made on the California Traffic Accident Report, form SR 1, and must be made within ten days of the accident. If the report is not filed with the DMV, the vehicle operator's driving privilege will be suspended. The police or California Highway Patrol will not file this report.

J. Insurance

1. Proof of insurance is required before any privately owned vehicle can be authorized for City business and shall be provided to delegated Human Resources Staff annually thereafter, no later than January 31 of each year.
 - a. Employees who receive a monthly vehicle allowance shall maintain coverage in an amount not less than \$100,000 per person/ \$300,000 per occurrence (or a combined single limit of \$300,000) and property damage coverage in an amount not less than \$100,000 per occurrence.
 - b. Employees that do not receive a monthly vehicle allowance and are authorized to use privately owned vehicles on City business shall maintain minimum coverage in an amount not less than \$50,000 per person/\$100,000 per occurrence (or a combined single limit of \$100,000) and property damage coverage in an amount not less than \$50,000 per occurrence.
2. California Insurance Code §11580.9 states that where two or more policies affording valid and collectible liability insurance apply to the same motor vehicle in an occurrence out of which a liability loss shall arise, it shall be conclusively presumed that the insurance afforded by that policy in which the motor vehicle is described or rated as an owned vehicle is primary and the insurance afforded by any other policy shall be excess.
3. The City shall not be responsible for any increase in the employee's automobile insurance premium as a result of an accident.
4. In the event of an accident, the employee is responsible for paying any deductibles the insurance company may require.
5. If insurance coverage is canceled, terminated, lapsed, or for any other reason curtailed, the immediate supervisor must be notified by the employee and the vehicle shall not be used for City service.
6. When an employee operating a City owned vehicle is involved in an accident, defense and settlement of any claim shall be the responsibility of the California JPIA, to the maximum protection limit (the California JPIA Memorandum of Coverage provides automobile liability coverage to all member entities, their city councils, commissions, committees, and employees). If an employee operating a City owned vehicle is sued independently as a result of an at-fault accident, the California JPIA may provide coverage to that employee if the accident qualifies as a covered occurrence.

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

K. Driver's License

1. All City employees authorized to use City owned or privately owned vehicles on City business must possess a valid California driver's license and provide proof of licensing upon hire.
2. All City employees must maintain a driver's license appropriate for the class of vehicle to be driven.
3. An employee whose driver's license is suspended or revoked for any reason must notify their supervisor no later than the first workday following suspension or revocation of their driver's license. Such employee shall not be allowed to operate any City owned or privately owned vehicles on City business.
4. Employees who possess temporary driving permits or hardship licenses shall not be permitted to operate City or privately owned vehicles in the performance of official City duties.

L. Review Of Driving Record

1. The City shall enroll employees that operate City owned or privately owned vehicles on City business in the Department of Motor Vehicles (DMV) Pull Notice Program. When a vehicle operator has received a violation, the DMV assigns points according to the type of violation, and automatically sends notification to the City.
2. In compliance with Vehicle Code Section 1808.47, all information received from the DMV shall be used solely for the intended purpose and kept in locked storage. Under no circumstances shall addresses or other information be given to a third-party employee who have an accumulation of four or more points in a 12 month period or six in a 24 month period or eight in a 36 month period may have City driving privileges suspended at the discretion of the Department Director. The Human Resource staff shall notify the Department Director when a driving record meets this threshold.
3. Any employee involved in a preventable collision or demonstrating questionable driving capabilities shall be required to attend remedial training in defensive driving. An employee may be regarded as having questionable capabilities based on a review of points assigned to their by the DMV in connection with citations and/or vehicular accidents.
4. Employees involved in additional preventable accidents or have a disqualifying action taken against their driver's license shall be subject to disciplinary action, the severity of which will be determined by the nature of the offense and the employee's past driving and disciplinary action records.
5. An employee who has been determined to be involved in two or more preventable accidents within a 36-month period while operating a City owned or privately owned vehicle in the performance of official City business shall be subject to disciplinary action up to and including suspension of City driving privileges.
6. Any conviction resulting from driving while under the influence of drugs or alcohol (DUI) or refusal to submit to a lawful roadside sobriety test shall result in disciplinary action up to and including suspension of City driving privileges.

7. Intentional abuse, moving violations, reckless operation, or negligent actions while operating any vehicle may result in the suspension of the employee's driving privileges, and is grounds for further disciplinary action.
8. Temporary or permanent suspension of City driving privileges for employees whose position requires operation of a vehicle shall be considered a loss of the ability to perform an essential job function.
9. If an employee has City driving privileges suspended, the City shall attempt to arrange for the employee to perform the essential functions of the job. If such accommodation is not possible or creates an unreasonable hardship for the City or coworkers, loss of City driving privileges shall be considered just cause for reassignment to a position that does not require operation of a vehicle at a pay rate commensurate with that position. If no such position is open, the employee may be terminated.

CHAPTER 9: PERFORMANCE EVALUATIONS

Section 9.1: Goals of Performance Evaluations

Performance evaluations are conducted to communicate organizational goals and objectives; establish individual employee performance objectives; document employees' performance in relation to the objectives set; counsel the employee on how to improve performance and improve interaction and understanding between the evaluator and the employee.

Section 9.2: Merit Increases

Each regular full-time employee shall be eligible for consideration of a merit-based salary step increase, of no less than five percent (5%), on a continuous basis until reaching the top of the salary range for their position. Merit increases shall be awarded if the employee has an overall performance rating of "meets standards" or above.

For employees hired before July 1, 2017, merit increases shall be effective on January 1st of each year.

For employees hired on or after July 1, 2017, the first merit increase shall be effective upon the successful completion of their six (6) month probationary period and then annually thereafter on their respective anniversary date. The anniversary date is not a fixed date nor is it the same as the employee's date of hire with the City. The anniversary date is determined by the date the employee completes the required probationary period for their current position.

In addition, performance improvement documentation may be given at any other time the supervisor deems appropriate.

Section 9.3: Performance Evaluation System

The City shall have in place a formal and consistent performance evaluation system and shall train both the supervisors and the employees in their use of the system in current use. The system may, from time to time, with notice, be changed.

Section 9.4: Supervisor Evaluation

The evaluation form is the official record of the employee's performance evaluation and is the primary basis for salary adjustments and changes in job position. The supervisor may consider information from evaluation form(s) from other evaluators, self-evaluation or supervisee evaluation as may be required by procedures in current use, when completing the supervisor's evaluation form.

Section 9.5: Discussing the Performance Evaluation

The supervisor shall meet with the employee to discuss the evaluation. If necessary, the supervisor may discuss the evaluation with the department head or the Personnel Officer prior to the interview with the employee.

Section 9.6: Signatures

When the performance evaluation interview is completed, both the employee and the supervisor shall sign the original form indicating that it has been discussed. Signing of the form indicates only that the performance interview was held. The employee may complete the comment section of the evaluation form at this time or may request a copy of the form in order to prepare a written response.

Section 9.7: Written Response by Employees

An employee who wishes to provide written comments on the evaluation must return written comments to the evaluator no later than five (5) workdays after the meeting to discuss the performance evaluation.

Section 9.8: Final Approval

After the response period (5 working days) has passed or the employee has provided written comments, whichever is sooner, the evaluator shall submit the evaluation to the department head for review and signature prior to submittal to the Personnel Officer for final approval of the recommended rating and related compensation adjustment. Both the evaluation form and a change form, noting changes in status and terms of employment, if any, and signed by the supervisor, shall be submitted for the Personnel Officer's signature.

Section 9.9: Completion of Performance Evaluation Process

The completed and fully signed forms shall be submitted to the Personnel Officer for processing and adjustment of compensation in accordance with Chapter 4 herein. The completed evaluation forms and applicable attachments shall be placed in the employee's personnel file.

CHAPTER 10: DISCIPLINARY AND GRIEVANCE PROCEDURES

Section 10.1: Disciplinary Procedures

Employees are expected to meet certain standards of job performance, interpersonal skills and conduct. The City may discipline an employee whose conduct or performance fails to meet reasonable City standards, i.e., for cause. Discipline may be imposed for a single incident or for a pattern of conduct. Discipline is intended to focus the attention of the employee on the performance problem and to encourage identified

change. If the expected change does not occur in the required time, the City may terminate the employment of the employee.

Section 10.2: Grounds for Disciplinary Action

The department head may discharge, suspend, demote or otherwise discipline any employee for cause at any time, consistent with the Disciplinary and Grievance Procedures in this handbook. Discipline for at-will employees is covered in the separate At-Will Employee handbook.

A. Causes For Disciplinary Action

Include, but are not limited to, the following:

1. Violation of federal, state or local law, or ordinance affecting the City;
2. Violation of City personnel policies and/or regulations;
3. Possession, distribution, sale, use, or being under the influence of alcoholic beverages or illegal drugs or controlled substances (other than prescription drugs for personal use) while on City property, while on duty, or while operating a vehicle on City business;
4. Failure or refusal to comply with a lawful order or to accept a reasonable and proper assignment;
5. Inefficiency, incompetence, carelessness, or negligence in the performance of duties;
6. Neglect of duty;
7. Negligent or willful damage to public property or waste of public supplies or equipment;
8. Improper or unauthorized use of City vehicles or equipment or misappropriation of supplies: loss or misuse of City equipment may require the employee to bear the cost of replacing or recovering equipment or supplies;
9. Absence without leave or without authorization from supervisor;
10. Claim of leave under false pretense, or misuse of leave;
11. Furnishing false information to secure appointment;
12. Theft or misappropriation of City funds or property;
13. Acceptance by an employee of any bribe, gratuity, kickback, favor, or other items of value including meals and travel when it appears the favor or gratuity is given in the hope or expectation of receiving preferential treatment;
14. Unreasonable failure to undergo a medical examination authorized by these regulations;
15. Excessive absenteeism or tardiness;
16. Falsification of payroll time sheets;
17. Unlawful harassment, failure to report incidents or observations of harassment, or other unlawful activities;
18. Failure to cooperate with the investigation of harassment or other unlawful activities, such as discrimination;
19. Actual or threatened physical violence, threatening, intimidating, coercing any member of the City community;
20. Vulgar or abusive language;
21. Possession or use of dangerous or unauthorized materials, such as explosives, firearms, or other similar items, while on City property, while on duty, or while operating a City vehicle;
22. Sleeping, or giving the appearance of sleeping, while on duty;
23. Failure to obtain or maintain a certificate or license required for current position;
24. Failure to comply with accepted safety practices;
25. Job abandonment (3 days of no call/no show);
26. Insubordination;
27. Failure to exercise good judgment;
28. To be courteous and cooperative in relations with other City employees and with the public;

29. To conduct themselves, both on and off the job, in a manner that reflects credit to the department and to City service;
30. Or for other just cause.

Section 10.3: Types of Discipline

The City does its best to follow the progressive discipline steps which may include counseling, oral reprimand, written reprimand, reduction in pay or employment benefits such as training, promotion, etc., suspension without pay, demotion and termination of employment. Discipline may include any one or any combination of actions, and the actions may not necessarily be applied in any defined order. The purpose of discipline is to be corrective, not punitive, in nature; therefore, the City shall use progressive discipline, except in the case of an egregious act.

Section 10.4: Appeal Rights

An employee may appeal disciplinary actions (excluding counseling, oral reprimands, and written reprimands).

For disciplinary actions that are excluded from the appeal process in this article, the employee may elect to submit a signed and dated written rebuttal to the action which shall be included in the employee's personnel file.

Section 10.5: Informal Discipline/Counseling

An employee who receives counseling or an oral or written reprimand does not have the right to respond or to appeal the discipline in the manner described in the sections found under this section.

A. Counseling

A supervisor may counsel an employee concerning a minor performance problem. The supervisor may make a note of the discussion in writing, describing the date of the meeting, the subject, and the employee's response, if any, and place the note in an employee file kept by the supervisor.

B. Performance Improvement Plan (PIP)

This is a plan of action discussed with the employee that provides specific expectations to meet the requirements of performing the employee's job properly within quality and time-based standards. A PIP may last for a month or up to three months. Regular discussions between the employer and the employee will take place during this time to ensure that improvements are being made.

If the supervisor believes that not enough improvements have been made, they may take the next discipline step of providing a reprimand to the employee.

C. Reprimand

A supervisor may issue an oral or written reprimand. The written reprimand, or a memorandum for an oral reprimand, shall state specific details concerning the subject of the reprimand, describe the plan for improvement and the employee's response, if any, and show the date of the reprimand. The employee shall sign and receive a copy of the written reprimand or memorandum of oral reprimand,

and the original shall be filed in the employee's personnel file. Please see Section 10.7 of this Handbook for more information regarding reprimands.

Section 10.6: Formal Discipline

No employee shall be subject to disciplinary action in the form of reduction in pay or benefits, suspension without pay, demotion and termination unless, as set forth specifically in this chapter, the employee has received (1) written notice of the proposed action, the date action will be taken, and the reasons for the action; (2) a written copy of the charges and either a copy or access to the materials on which the action is based; (3) the right to respond to the charges; and (4) a written decision after the response has been made or the response time has run, unless exigent circumstances warrant immediate measures.

A. Initiation of Formal Discipline

The employee's supervisor shall make the initial determination that formal disciplinary action is necessary and shall work with delegated Human Resources Staff to determine what form of discipline is appropriate. The City must follow the formal discipline steps outlined in the MOU with the City and Union for any employee represented by a union.

Section 10.7: Reprimand

A reprimand is normally considered the first discipline step. It may follow counseling and coaching for improvement, however, if the employee's supervisor believes that the employee's behavior immediately requires a reprimand without prior non-disciplinary steps, the supervisor should consult with the City's delegated Human Resources Staff to determine what steps to follow. If it is believed by all concerned that a reprimand is appropriate, employees represented by a union will be given the opportunity to have a union representative included in the investigation meeting.

Following an investigation into alleged violation of workplace expectations, as outlined in Section 2.4 of this Handbook, a supervisor may issue a written reprimand. The dated written reprimand shall state specific details concerning the subject of the reprimand, describe the plan for improvement and the employee's response, if any. The employee shall sign and receive a copy of the written reprimand and the original shall be filed in the employee's personnel file.

Section 10.8: Notice of Proposed Action (Skelly Notice)

No employee shall be subject to disciplinary action in the form of reduction in pay or employment benefits, suspension without pay, demotion and termination unless, as set forth specifically in this chapter, until the employee has received (1) written notice of the proposed action, the date action will be taken, and the reasons for the action; (2) a written copy of the charges and either a copy or access to the materials on which the action is based; (3) the right to respond to the charges; and (4) a written decision after the response has been made or the response time has run, unless exigent circumstances warrant immediate measures.

The written notice stating what action is proposed, the date when the proposed action is to be taken, and a specific description of the charges and the particular facts and grounds for the action are prepared by the City's delegated Human Resources Staff. The material on which the notice is based, and which is relied on to support the proposed action shall be assembled and made available to the employee for review. The notice shall inform the employee when and where the employee may review the materials and of the right to receive a copy of such materials. Material that is not available for the employee to review shall not be

used to support the discipline. The notice shall inform the employee that they have five (5) working days to respond.

If the employee has been placed on paid administrative leave pending an investigation, delegated Human Resources Staff will ensure the Notice is sent to the employee's personal email address as well as their last known address by regular and certified US Postal Services. If the employee is still present in the workplace, Department head shall give their employee the Notice.

B. Employee Response

The employee is entitled to five (5) working days from the date of the notice of proposed action to respond to the charges. The response must be written and shall be made to the City's delegated Human Resources Staff. If the employee requests a meeting within the 5-day response period, the City's delegated Human Resources Staff will arrange for and attend such a meeting to hear the employee's response no later than ten working days after the date of the Notice of Proposed Action. The meeting will be chaired by the Personnel Officer. The department head may also attend. The meeting shall be closed to all other persons, except that a personal representative (either an attorney or representative of the bargaining unit) of the employee's choice may accompany the employee. Failure to respond or request a meeting to respond within the 5-day response period shall constitute a waiver by the employee of further rights to object to the proposed action.

C. Status of Employee After Notice of Proposed Action

The employment status of an employee against whom disciplinary action is proposed shall not change until a decision is given pursuant to the City's Final Decision, except that the employee may be placed on paid administrative leave at the option of the department head.

D. Decision

After considering the Notice of Proposed Action, the charges and materials on which the proposed action is based and the response, if any, of the employee, the Personnel Officer shall determine the disciplinary action to be taken, if any.

E. Notice of Decision

Delegated Human Resources Staff shall notify the employee in writing of the disciplinary action to be taken within ten (10) working days after the date of a meeting for the employee's response, if a meeting was requested within the 5 workday response period, or (2) the expiration of the 5 workday period for the employee's response if a meeting was not requested. This notice shall be served via the employee's personal email address as well as their last known address by regular and certified US Postal Services. Alternatively, the department head may require the employee to return to the work site for personal service of the notice.

The notice of decision shall set forth the following:

1. No disciplinary action will be taken, or
2. Disciplinary action will be taken, and
 - a. The type of disciplinary action;
 - b. The date discipline will begin and the duration of the discipline;
 - c. The reasons for the discipline, setting forth specific facts, which are the basis for the decision.

3. A statement of the employee's right to appeal the decision, setting forth the time limit.

Delegated Human Resources Staff will ensure the Notice is placed on the employee's personnel file. Delegated Human Resources Staff are responsible for implementing any discipline actions required as determined by the Personnel Officer.

F. Appeal of Disciplinary Action

If the Personnel Officer determines that discipline shall be imposed and that the discipline will be suspension without pay, loss of pay, demotion or termination of employment, the employee may appeal the decision to the City Council. The employee must deliver a written notice of appeal no later than ten working days after the date of the notice of decision. The notice of appeal shall be emailed, personally served on the City Clerk at City Hall, or sent by certified mail or courier service deposited within the ten-day notice period. The notice of appeal shall state the grounds for the appeal, with specific facts supporting the grounds for appeal.

G. Status During Appeal

The specified discipline may be imposed after the Notice of Decision has been served on the employee. Filing a notice of appeal shall not stay the imposition of discipline. If the discipline is modified or reversed on appeal, the employee shall be entitled to reinstatement and/or back pay if appropriate.

H. Appeal Hearing

If the employee files a notice of appeal, an evidentiary hearing before the City Council shall be held within sixty (60) calendar days after receipt of the notice of appeal, if possible. The hearing shall be confidential.

I. Written Record

A written record of the hearing shall be made and shall be retained by delegated Human Resources Staff for a period of two years after a determination on the appeal has been made.

J. Appearances

The employee is required to appear at the hearing. Any person that the employee designates from the bargaining unit or an attorney may represent the employee at the hearing. Unless otherwise mutually agreed upon by the employee and the City's representative, any and all witnesses other than the department head to be called by either the employee or City shall be excluded from the hearing room unless actually testifying.

K. Hearing Procedure

The hearing shall proceed generally in the following order:

1. The City's representative and the employee may make preliminary opening statements;
2. The City's representative shall present oral or documentary evidence, or both, in support of the City's position; the employee may cross-examine any witness called by the City;
3. The employee may present evidence in the employee's own behalf; the City's representative may cross-examine witnesses called by the employee; and
4. The City's representative and the employee may make closing statements.

L. Evidence

Evidence may be presented as follows:

1. Both the City and the employee may call witnesses and present rebuttal evidence as they deem necessary and appropriate;
2. The City Council shall rule on any objections made to the admissibility of evidence or otherwise relating to the conduct of the hearing. These rulings shall be final. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses, but hearings shall be conducted in a manner most conducive to determinations of the truth. Any relevant evidence may be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules, which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.
3. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence may be excluded; and
4. Oral evidence shall be taken only on oath or affirmation.

M. Decision on Appeal

At the conclusion of the hearing, and in no case later than ten (10) working days after the hearing, the City Council shall cause findings and recommendations to be prepared in writing. The City Council shall, at a minimum, find whether the City has shown by a preponderance of the evidence that the charges in support of the disciplinary action have been substantiated. Such a finding shall be made as to each charge. If the City Council finds that the evidence presented supports none of the charges, the recommendation shall be that no disciplinary action be taken.

If the City Council finds that any or all of the charges are supported, the City Council shall:

1. Recommend that the proposed disciplinary action be carried out; or
2. Recommend that disciplinary action be modified as deemed appropriate under the circumstances; or
3. Recommend that no disciplinary action be taken.

The City Council shall impose the disciplinary action, which it determines to be appropriate to the circumstances and in the best interests of the City. This decision shall be made in writing.

City Council's decision and a copy of the findings and recommendations shall be filed as a permanent record with delegated Human Resources Staff. The City Council shall deliver a copy of the decision and of such findings and recommendations to the affected employee. The decision of the City Council is final.

N. Implementation of Decision

Delegated Human Resources Staff are responsible for implementing any findings resulting from the City Council hearing.

Section 10.9: Grievance Rights and Procedures

The grievance procedure is not a replacement for daily communication between an employee and their supervisor, nor is it inherently an adversarial process. Rather, it is a process to mutually resolve workplace issues to the maximum extent possible within the organization.

A. Definitions

A “grievance” is defined as a dispute concerning the interpretation or application of this written MOU or rules, regulations, laws and codes governing personnel practices or working conditions applicable to employees covered by this MOU.

A “day” is defined as a regular business or work day, excluding recognized holidays.

B. Grievance Process Rights

The parties agree the following shall not be subject to the grievance procedure:

1. An impasse in the meet and confer process
2. Rejection during initial probation
3. Disciplinary Actions
4. Performance Evaluations with overall rating of “Meets Standards” or above

No grievant shall lose their right to process a grievance because of City imposed limitations in scheduling meetings. Time limits between steps in the grievance procedure provided herein may be extended by mutual agreement. In addition, the grievant and the City may jointly waive any step of review from the grievance procedure.

No retribution or prejudice shall be suffered by an employee for making use of the grievance procedure.

An employee shall be permitted a reasonable amount of paid release time to prepare and present their grievance at each step.

C. Informal Discussion with Supervisor

The employee shall inform their immediate supervisor of the grievance and relevant facts within thirty (30) days after the employee knew, or in the exercise of reasonable diligence should have known, of the events giving rise to the grievance. The supervisor shall informally meet with the grievant within two (2) regular work shifts following such notification to discuss the issue. The supervisor shall provide a written decision to the employee within five (5) days following the discussion.

D. Step One – Formal Grievance

If the grievance is not resolved informally with the supervisor, the employee shall put the grievance in writing and submit copies to their department head no later than five (5) days following the receipt of the informal decision. The written grievance should include a citation of the sections of the MOU, rules, regulations, laws and/or codes alleged to have been violated and the remedy sought by the employee. The department head shall review the grievance and render a written decision to the employee within five (5) days from receipt of the formal grievance.

E. Appeal to Personnel Officer

If the grievance is not resolved at the department head level in Step One, the employee may appeal the decision to the Personnel Officer no later than ten (10) days following receipt of the written decision from the department head. The Personnel Officer shall review the grievance and render a written decision to the employee within ten (10) days from receipt of the appeal.

The decision of the Personnel Officer shall be the final administrative decision.

CHAPTER 11: PAYROLL PROCEDURES

Section 11.1: Personnel Records

The payroll and employee status records shall be prepared and maintained by delegated Human Resources Staff. It is the employee's responsibility to report a change of home address to delegated Human Resources Staff within one (1) week of the change.

Section 11.2: Pay Days and Pay Periods

Employees shall be paid on a semi-monthly basis. In the event that a pay day falls on a weekend or holiday, payday will be the preceding workday. Pay periods cover the first through the fifteenth and the sixteenth through the last day of the month.

Section 11.3: Payroll Deductions

Payroll deductions from employee paychecks fall into two categories: required and voluntary. Required by federal or state law or by City policy are: garnishments, Medicare, federal and state withholding depending on W4 determination. Voluntary deductions may include additional contributions to the Public Employee's Retirement System, Service Employees International Union (SEIU) dues, additional life insurance premiums, deferred compensation programs automatic savings plans with credit union and other required and/or voluntary deductions as may become available through City payroll.

Section 11.4: Time Report Sheets

For purposes of record keeping, employees shall submit time records in a manner and on a schedule as provided by the Finance Department. Payroll data for all employees will be compiled from time records in a form approved by the Personnel Officer. Falsification of time records is prohibited.

Section 11.5: Determining Hourly Rates of Pay

The hourly pay rate for regular salaried positions is determined by multiplying the monthly salary for the position by 12, dividing the product by 2,080 hours, and rounding to the nearest one cent. The hourly pay rate for all other positions shall be established in accordance with the Salary Resolution approved by the City Council.

Section 11.6: Final Pay

If an employee is terminated with the City, they shall be paid their final paycheck on the same day as termination. An employee who resigns shall receive the final paycheck on their last day of employment.

CHAPTER 12: WORK WEEK AND ATTENDANCE

Section 12.1: Hours of Business

Unless otherwise established and authorized by the Personnel Officer, all City offices shall be kept open from 7:30 a.m. to 5:30 p.m. Monday through Thursday, and 7:30 a.m. to 4:30 p.m. on alternate Fridays. With prior approval of the department head or Personnel Officer, the daily work schedule may be modified from time to time as necessary.

Section 12.2: Work Period

The work period will be forty hours per week. Employees shall work eight days for nine (9) hours a day and one day for eight (8) hours for a total of eighty (80) hours in a two-week period. The standard for accounting is eighty (80) hours in a two-week period.

The work period will begin at 11:31 a.m. on Friday and end the following Friday at 11:30 a.m. for all full-time employees on a traditional schedule and all full-time employees scheduled to be off on Fridays in accordance with the 9/80 work schedule. By beginning and ending the work period at 11:30 on Fridays, each seven-day work period is limited to equal 40-hour blocks (Example A).

During a two-week period, the employee shall have one day off. The regularly scheduled day off will be every other Friday.

Section 12.3: Management's Responsibility

Changes in an employee's 9/80-work schedule must be coordinated through the Personnel Officer and Department Head and must coincide with the beginning of a two-week period. Additionally, to ensure appropriate staffing levels to service the citizens and customers of La Puente, Department Heads will be responsible for ensuring there is adequate coverage in their respective department at all times. Lunch breaks must also be coordinated to maintain coverage in each department.

Section 12.4: Work Week Example

The example below show a work schedule distribution under the 9/80 definition.

It should be noted that the workweek is the basic unit for determining when weekly overtime obligations begin. The workweek does not mean the work schedule or the pay period; pay periods will remain the same.

EXAMPLE A (Employee has first Friday off in the two-week work period).

Work Week 1	F Day off /11:31	S	S	M	T	W	Th	F 11:30/										
Hours Worked	0	0	0	9	9	9	9	4	=40 hrs worked (1st wk)									
Work Week 2								F /11:31	S	S	M	T	W	Th	F Day off 11:30/			
Hours Worked								4	0	0	9	9	9	9	0	=40 hrs worked (2nd wk)		

As the 40-hour work week begins at 11:31 a.m. on Friday and ends at 11:30 a.m. the following Friday, this example shows the 4 hour/4 hour split that occurs every other Friday.

Section 12.5: Attendance and Punctuality

To maintain a productive work environment, the City expects employees to be reliable and to be punctual in reporting for scheduled work. Employees are expected to be at their place of duty ready to begin work when the workday begins. Failure of an employee to be at their workstation or to report for work at the beginning of the workday or shift constitutes tardiness.

Absenteeism and tardiness result in a burden on other employees and on the City's overall operations. Employees who are unable to be at work on time or are unable to work as scheduled must notify their supervisors as soon as possible via telephone in advance of the tardiness or absence.

Unscheduled, unexcused absences due to injury or illness, even when following appropriate guidelines, may still be deemed excessive. Excessive tardiness and poor attendance may lead to disciplinary action up to and including termination of employment.

Section 12.6: Lunch or Meal Periods

The supervisor or department head may authorize a regular schedule for lunch or meal periods.

Section 12.7: Break Periods

Employees shall be allowed one fifteen-minute break for each four (4) hour period worked. Breaks are generally scheduled in the middle of each four (4) hour work period. However, the supervisor or department head shall have the authority to arrange break times which best meet the needs of the department and the City.

Section 12.8: Usage of Leave Time

A. Jury Duty, Military Leave & Extended Leave

Employees summoned to jury duty, or military duty or on paid extended sick leave will continue to record hours as if they are on a 9/80 schedule.

B. Paid Sick Leave/Vacation/Bereavement Hours

Employees using paid sick leave, vacation, or bereavement occurring on eight- (8) hour days will be charged eight (8) hours and those falling on nine (9) hour days will be charged nine (9) hours.

If the scheduled hours are greater than the sick leave balance, the difference will be covered by:

1. Using vacation, admin leave, floating holiday, or compensation time; or
2. Absence without pay.

Employees will not be allowed to work nine hours on their eight (8) hour day to make up the difference in sick leave balance vs. scheduled hours.

C. Medical Appointments and Personal Business

Whenever possible, medical appointments and personal business should be conducted on an employee's regularly scheduled day off.

D. Non-Substitution of Day Off

If the employee is absent (sick leave, etc.) on a day other than their scheduled day off, the day absent cannot be substituted for the regularly scheduled day-off or eight-hour day.

Section 12.9: Holidays

A. Scheduled Holidays

The City observes the following holidays:

New Year's Day	January 1 st
Martin Luther King Day	3 rd Monday in January
President's Day	3 rd Monday in February
Cesar Chavez Day	March 31 st
Memorial Day	Last Monday in May
Juneteenth	June 19 th
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veteran's Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Friday after Thanksgiving Day	4 th Friday in November
Christmas Eve	December 24 th
Christmas Day	December 25 th
New Year's Eve	December 31 st

B. Holidays Falling on Weekends

All holidays falling on a Saturday will be observed on the Friday immediately prior to the holiday.

All holidays falling on a Sunday will be observed on the Monday immediately following the holiday.

If the preceding Friday or succeeding Monday is also a holiday, then the holiday is observed on the next preceding or succeeding workday.

C. Holiday Pay

Regular full-time employees are entitled to receive time off with pay, at their regular hourly rate, for all regularly scheduled hours which fall on the holiday. An employee who resigns may not select a holiday as the employee's last day of employment.

D. Floating Holidays

On January 1st of each year, regular full-time employees shall receive twenty-four (24) hours of floating holidays. Upon hire during the year, a new employee shall receive a prorated portion of the floating holiday hours (Example: An employee with a hire date of 07/01/20XX will receive 12 hours of floating holiday hours). Floating holidays may be used at any time during the calendar year, upon advance approval of the supervisor or department head. Any unused floating holiday hours remaining at the end of each calendar year shall be forfeited after December 31st of that same year.

There shall be no payment for any unused floating holiday hours remaining at the time of separation from City service.

E. Extended Closure for Holidays

At the sole discretion of the Personnel Officer, offices and facilities including City Hall, City Yard, Community Center and Senior Center may be closed between the Christmas and New Year's holiday.

The Personnel Officer shall advise employees by no later than September 1st of each year of the City's intent to have an extended holiday closure for that same year.

In the event of such extended closure, an employee who opts to take the time off with pay must utilize vacation, administrative, compensatory, or floating leave balances.

In the event an employee does not desire to use their accumulated time banks, they may opt to take the time off without pay or may request to continue working their regular work schedule during the extended closure. Such requests shall be subject to approval by the Personnel Officer, who retains sole discretion in the approval/denial.

F. Working on a Holiday

In addition to the holiday pay, a regular full-time employee who is required to work on a paid holiday or during an extended closure for holidays shall be paid at time and one-half (1½) for all regular hours worked and double time (2X) for all overtime hours worked.

Section 12.10: Vacation Leave

A. Vacation Leave Accrual

Regular full-time employees shall accrue vacation each month based on the following schedule:

Years of Service	Annual Accrual Rate
0 to 5 years	10 days (80 hours)
6 to 10 years	15 days (120 hours)
11 or more years	20 days (160 hours)

Accrual at the next highest level shall begin on the anniversary date of the sixth (6th) and eleventh (11th) years, respectively.

B. Maximum Accrual of Vacation Leave

An employee may accumulate vacation up to three hundred and sixty (360) hours. An employee shall not continue to accrue additional vacation until the employee's vacation balance falls below the maximum accumulation allowed.

C. Use of Vacation

An employee may use vacation upon accrual, subject to approval by the department head or supervisor. Requests for vacation should be submitted in writing two (2) weeks prior to the requested time off.

D. Payment of Accumulated Vacation

An employee may elect to cash-out up to a maximum of eighty (80) hours of accumulated vacation hours once per fiscal year in accordance with City procedures, provided a minimum of eighty (80) hours remains accumulated after the cash-out. Payment shall be made on the next regular pay date following the employee's request and calculated at the employee's rate of pay at the time of the payment.

At such time an employee terminates service with the City, cash payment shall be made for all accumulated vacation hours at the employee's rate of pay at the time of the payment.

E. Retirement Benefits Calculations

For purposes of Retirement Benefits calculations, any cash payout of accrued vacation leave will not be considered eligible base salary.

Except with the approval of the Personnel Officer, an employee may not use more than 32 hours of vacation leave during the last 20 workdays of employment with the City.

F. Use of Vacation Leave

1. Eligibility for Use of Vacation Leave

Employees shall not be eligible to use vacation leave until completion of the probationary period unless special approval is granted by the Personnel Officer. Under no circumstances shall paid vacation leave be authorized beyond the amount which has been accrued by the employee.

2. Unscheduled Use of Vacation Leave

Circumstances such as personal illness or accident, family member illness or accident, or other personal or family emergency may necessitate the use of vacation leave without prior notice or approval. In such cases, the employee shall notify the supervisor or department head as soon as the employee becomes aware that use of vacation leave is necessary.

3. Holidays Falling Within Authorized Vacation Leave

In the event one (1) or more City holidays fall within a period of authorized paid vacation leave, such holidays shall not be charged as vacation leave.

4. Periods of Non-Accrual

Vacation leave ceases to accrue once an employee reaches the maximum accrual of vacation leave and during periods of unpaid absences from the City. For purposes of this policy, unpaid is defined as receiving neither City-paid wages nor wage replacement payments from the City's workers' compensation insurance. Wage replacement payments from the City's long-term disability insurance plan do not qualify as wages for the purpose of this policy.

CHAPTER 13: LEAVES OF ABSENCE

Section 13.1: Eligibility

All regular and temporary, at-will, introductory, probationary, and full-time employees are entitled to certain State, Federal, and City leave provisions. Some benefits have specific attendance and employment periods that must be met before employees utilize leave time. As appropriate, the eligibility criteria will be provided within each leave type.

Section 13.2: Leave Requests

Other than sick leave detailed later in this chapter, a leave request must be approved by the employee's supervisor. The supervisor shall inform the Department Head of the employee's request.

Except in circumstances which prevent advance notice, the employee should provide a minimum of thirty days (30) notice. If family and medical leave is requested, the Personnel Officer or delegated Human Resources Staff will provide the notice concerning rights and benefits required by law.

Section 13.3: General Provisions

- A. A leave of absence may include both paid and unpaid days. During protected leave periods an employee will continue to receive health insurance benefits at the same level and under the same conditions that coverage would have been provided had the employee continued active employment. If the employee contributed to the group plan premium before taking leave, they must continue to pay their portion while on leave.
- B. Seniority, vacation, sick leave and holiday benefits do not accrue during periods of unprotected/unpaid leave of absence.
- C. Regular merit increase consideration shall be delayed for the length of time that an employee is on an unpaid leave of absence.
- D. An employee granted a leave of absence exceeding thirty (30) days must provide the City with two (2) weeks' notice prior to their anticipated return to work date.
- E. An employee requiring an extension to a leave of absence must request the extension two (2) weeks before the original leave expires.
- F. Depending on the type of leave, the employee shall complete the appropriate section of the time sheet and/or the appropriate Leave of Absence Request process.
- G. In accordance with the Americans with Disabilities Act (ADA), the City shall make every reasonable

accommodation to provide a modified duty assignment to a disabled employee covered under the ADA who is unable to perform the essential functions of their job.

- H. Failure to return to work on the next scheduled workday following the expiration of a leave of absence may result in termination of employment.

Section 13.4: Impact and Responsibilities if Not Being Paid for Eleven or More Days a Month

An employee who is not on the payroll for eleven or more working days in a month shall not earn vacation, sick leave, the City's contribution to medical insurance, or any other benefits furnished by the City during that month. Employees are responsible for ensuring their contribution to medical and other insurance plans they have enrolled in are made on a timely basis. The City will inform the employee of the amounts owed and when they are to be paid.

Section 13.5: Bereavement Leave

In the event of a death of a qualifying family member of a full-time regular employee, with at least thirty (30) days of employment with the City, up to a total of five (5) days off, four (4) paid days off, the fifth (5th) day is unpaid.

The City agrees to provide four (4) days paid bereavement leave for each incident of imminent death and/or death for qualified family members and/or a designated person. Four days of bereavement leave shall not be chargeable to or accumulated as sick time, or any other paid leave. The fifth day may be paid out of any of the employee's accrued leave. The five days of bereavement leave may be taken intermittently and must be completed within three (3) months of the death of the qualified family member.

"Qualifying family" is defined as: spouse, registered domestic partner, father, mother, child, brother, sister, grandparents, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, stepmother, stepfather, registered domestic partner-in-law, relative or person living with the employee, selected designated person, and any other individuals as deemed appropriate by the Personnel Officer.

Upon request, employees may be provided additional days of paid bereavement leave at the sole discretion of the Personnel Officer or their designee.

There is no limit for how many times an employee can be eligible for bereavement leave defined in AB 1949.

The City may require that the employee provide documentation of the death of the family member within 30 days of the first day of the leave. Documentation can include verification of death, memorial services, published obituary.

The City will not retaliate against any employee who exercises their right to bereavement leave.

Section 13.6: Blood Donation

An employee may, with advance approval, take paid time off of up to one (1) hour to donate blood to a local Blood Bank. This may be utilized no more than twice in a calendar year.

Section 13.7: Child's Suspension

An employee who is the parent or guardian of a child who has been suspended from school shall be given time off if requested to appear at the school in connection with that suspension. The employee must give reasonable notice to their supervisor of the impending absence.

Section 13.8: Child/School Visits Leave

Employees who are parents or guardians of any child in K-12, or at a licensed childcare provider, are allowed up to eight (8) hours unpaid time off per month, per child, with a maximum of forty (40) hours per school year, to participate in any child's school activities. This includes finding, enrolling, or re-enrolling a child in school or with a licensed childcare provider, addressing a childcare provider, and responding to a school/childcare provider emergency including a request for a child to be picked up from school/care, behavioral/discipline problems, closure or unexpected unavailability of the school/childcare (excluding planned holidays), or a natural disaster.

For the purpose of this section, a "parent" is defined as a: parent, legal guardian, stepparent, foster parents, grandparent, or a person who stands in loco parentis to a child.

- A. Employees must provide their supervisor with reasonable notice of the planned time off by completing the appropriate leave request form.
- B. Employees may elect to use accrued paid time off, e.g. vacation leave, or personal time off, not sick leave, to cover the time taken for the school visit(s).
- C. Upon the City's request, employees must provide written verification from the school of parental participation specifying the date and time of the activity.

Section 13.9: Domestic Violence Leave

An employee who is the victim of domestic violence is eligible for time off to:

- A. Seek medical attention for injuries caused by domestic violence.
- B. Obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence.
- C. Obtain psychological counseling related to an experience of domestic violence.
- D. Participate in a judicial action, such as obtaining restraining orders, or appearing in court to obtain relief to ensure their health, safety, or welfare, or that of their child.
- E. Participate in safety planning and take other actions to increase safety from future domestic violence, including temporary or permanent relocation.

As a condition of taking time off for the above purposes, the employee shall give their supervisor or the City's delegated Human Resources Staff reasonable advance notice of the employee's intention to take time off. If advance notice is not feasible, the employee must communicate with their supervisor as soon as possible to register their absence from work. The employee may use accrued paid vacation time, sick leave, compensatory time, or unpaid leave time for this leave.

When an unscheduled absence occurs, the employee must, within a reasonable time after the absence, provide any of the following certification:

- A. A police report indicating that the employee was a victim of domestic violence.

- B. A court order protecting the employee from the perpetrator of an act of domestic violence, or other evidence from the court or prosecuting attorney that the employee appeared in court.
- C. Documentation from a medical professional, domestic violence advocate, or health care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence.

To the extent permitted by law, the City shall maintain the confidentiality of any employee requesting this leave.

Section 13.10: Family Leave Medical Leave

The City wants to ensure that its employees have the time to heal from their own serious health condition(s) and/or help their family members heal from their serious health condition(s) or provide family care. Therefore, the City complies with the California Family Rights Act of 1993 (CFRA), as amended, which covers employers of five (5) or more, and the federal Family Medical Leave Act of 1993 (FMLA). Since there are many requirements, qualifications, and exceptions under these laws, employees are encouraged to contact delegated Human Resources Staff to discuss options for leave as soon as a need for leave is known.

FMLA/CFRA leaves contain a guarantee of reinstatement to the same or to a comparable position at the end of the leave.

A. Eligibility Criteria for Leave Under CFRA/FMLA

To be eligible for this leave, an employee must meet the following criteria:

1. Worked at least 12 months for the City as of the date leave commences; **and**
2. Worked at least 1250 hours of service for the City during the 12 rolling month period* worked immediately preceding commencement of the leave.

*Within any 12-month period, an employee may be entitled to take up to twelve (12) weeks of protected leave.

Note: FMLA/CFRA laws only provide protected unpaid leave, i.e., employees cannot be disciplined for taking leave if they have been certified as being approved to take this leave. FMLA/CFRA is unpaid, and employees must use their own sick leave, and other accruals if they wish to remain in paid status. If employees do not have enough accruals to remain in paid status, they may, on their own, with their health provider's support, apply for the City's disability insurance.

B. Leave Entitlement for Personal Care or to Care for a Family Member or Designated Person

Provided they meet the eligibility criteria established by these laws, employees may have a right to a period of twelve (12) consecutive weeks, or a total of four hundred eighty (480) intermittent hours, of unpaid job-protected leave in any 12-rolling month period for certain family, designated person care or their own medical leave. An employee may be eligible for leave for:

1. Needing time away from work to care for their own serious health needs
2. To provide care for their family members including child of any age, i.e., biological child, adopted child, foster child, stepchild, legal ward, or a child for which the employee stands *in loco parentis*, parent, sibling, spouse, or registered domestic partner, parents-in-law. See below for information on leave for a designated person. The birth, adoption, or foster care placement of an employee's child

3. Leave for birth and care, or placement for adoption or foster care must conclude within 12 months of the birth or placement.
4. Eligible family members of both current servicemembers and certain veterans are entitled to military caregiver leave of up to 26 workweeks of FMLA leave in a single 12- month period to care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the servicemember (military caregiver leave).

Designated person, per CFRA and the Healthy Workplaces, Healthy Families Act, is defined as “any individual related by blood or whose association with the employee is the equivalent of a family relationship.” Delegated Human Resources Staff will assist employees in determining the leave rights to care for self, family or a designated person.

C. Certification Required

The City will require certification from the patient’s attending health care provider in a timely manner to support the request for leave to care for a family member or due to their own medical condition. The certification shall specify the commencement date of the event which prevents the employee from performing the functions of their position, the anticipated duration of the leave, and a statement indicating the reason(s) the employee is either unable to perform the functions of their position or is required to be absent in order to attend to the serious health condition of a family member.

1. In the case of fostering or adopting a child, appropriate documentation must be provided in a timely manner.
2. In the case of providing care for a covered service member, the appropriate documentation requiring the leave of a City employee must be provided as soon as possible.

D. Amount of Family and Medical Leave

Eligible employees are entitled to an FMLA/CFRA leave of absence totaling twelve (12) weeks, or four hundred eighty (480) hours of intermittent leave during any consecutive twelve (12) month period, beginning on the day the employee first takes family and medical leave. The twelve (12) month period is calculated by using a “rolling period” method that measures backward from the date an employee last used FMLA leave. Any leave qualifying for both FMLA leave and leave under California State Law (Fair Employment and Housing Act FEHA) shall be counted against the employee's entitlement under both laws.

Spouses employed by the same employer are jointly entitled to a combined total of twelve (12) workweeks of family leave for the birth and care of the newborn child for placement of a child for adoption or foster care, and to care for a parent who has a serious health condition.

E. Intermittent Leave

Under some circumstances, FMLA leave may be taken on an intermittent or reduced leave schedule. “Intermittent leave” is leave taken in separate blocks of time due to a single illness or injury, rather than for one continuous period of time, and may include periods of an hour or more to several weeks.

F. Use of Accrued Paid Leave While on FMLA

Where permitted by both Federal and State laws, an employee shall be required to use accrued vacation leave, sick leave, management leave, or any combination of accrued paid leave during the duration of their FMLA leave to the extent available.

G. Insurance Benefit Premiums During FMLA

An employee is eligible for the same insurance benefits and premium payment arrangement during FMLA as if the employee were not on leave, for a maximum of twelve (12) weeks. An employee on unpaid leave beyond the protected twelve (12) weeks is no longer considered on FMLA and, therefore, if the employee wishes to continue health insurance coverage they may do so at their expense, at the City's group rates, in accordance with COBRA provisions. The employee must arrange for payment of the premium contribution, if any, prior to commencement of the leave. A lapse in insurance coverage will occur if a premium payment is more than thirty (30) days late.

H. Accrual During Unpaid Leaves

There are no paid holidays, and sick and vacation leave cease to accrue during periods of unpaid absence. For purposes of this policy, unpaid is defined as receiving neither City-paid wages nor wage replacement payments from the City's workers' compensation insurance. Wage replacement payments from the City's STD and/or LTD insurance plan do not qualify as wages.

If the employee uses accrued leave for some or all of their protected FMLA/CFRA leave, this period will be considered paid leave and the employee will continue to accrue leave and/or be paid for paid holidays occurring during their paid leave.

I. Effect on Anniversary Dates

An unpaid leave of absence of thirty (30) or more cumulative days in a twelve-month period, above that which is mandated by state and federal law, constitutes a break in continuous employment. As a result, a regular employee's Anniversary Date, vacation leave accrual date and performance evaluation date shall be extended by the amount of time equivalent to the amount of unpaid leave time taken for the length of all authorized unpaid leaves of absence exceeding thirty (30) cumulative days in a twelve-month period. These time extensions shall be rounded to the nearest whole month. For example, unpaid leave of forty (40) cumulative days would extend an employee's general leave accrual date and performance evaluation date one month; unpaid leave of forty-seven (47) cumulative days would extend those two (2) months.

J. Insurance Benefit Premiums During Leaves

Regular employees who are receiving compensation during an approved leave of absence, either from vacation leave accruals, sick leave accruals or workers' compensation benefits, shall have their insurance benefit premiums paid on the same basis as if they were not on leave. Unless otherwise stated in these rules and regulations, employees who are granted an unpaid leave of absence and who wish to continue health insurance coverage may do so at their own expense at the City's group rates, in accordance with COBRA provisions. Employees must arrange for benefit payments prior to commencement of the leave in order to avoid a lapse in insurance coverage.

K. Return Notice

An employee who is granted a leave of absence, which exceeds thirty (30) days must provide the City with two (2) weeks' notice prior to the anticipated return to work date. Failure to return to work from any leave of absence on the next scheduled workday following the expiration of a leave of absence may result in discipline, including termination of employment; unless extended by their or their family member's health care provider and otherwise in compliance with this policy.

L. Reduction or Restructuring of Work Force During Leaves of Absence

If business conditions require a reduction or restructuring of the work force, employees on an approved leave of absence will be treated as active employees.

M. Extended Leave Due to Serious Health Condition

Any leave needed that is greater than twelve (12) weeks must be discussed and approved by the employee's supervisor and the Personnel Officer. Employees are encouraged to communicate with the City's delegated Human Resources Staff to ensure all documentation is correctly completed and submitted in a timely manner for these circumstances.

N. Periodic Check Ins

While on leave, the City may ask the employee to provide periodic reports of status and intent to return to work.

O. No Outside Work While on FMLA Except For Military or Public Service Requirements

Employees may not perform work for self-employment or for any other employer during an approved leave of absence, except when the leave is for military or public service or when the City has approved the outside employment and the employee's reason for FMLA leave does not preclude the outside employment.

Section 13.11: Jury Duty

Full-time regular employees shall be entitled to a maximum of fifteen (15) days of paid jury duty leave per calendar year.

When an employee is summoned to jury duty, the following must be followed:

- A. It is important that the employee notify the court of the City's policy of compensating employees for fifteen (15) days of jury duty pay.
- B. Should a classified full-time regular employee be required to serve more than fifteen (15) days, the employee must submit proof from the court that the employee's service must be extended beyond fifteen (15) days.
- C. If the employee is not dismissed from jury duty at the conclusion of fifteen (15) days, the employee may be authorized to use their personal leave time, upon prior approval of the Personnel Officer.
- D. An employee summoned for jury duty shall provide a copy of the summons to their supervisor on the first workday after receipt of such summons.
- E. Upon return from jury duty all employees are required to submit documentation of attendance as a juror or court witness.
- F. The employee shall be required to remit payments received to the City for jury duty service, excluding mileage reimbursement, which occurred during regularly scheduled working hours.

Employees will not be compensated as above when subpoenaed to appear in a matter for which they are a party to the proceedings.

A department head may request the Personnel Officer's assistance to relieve an employee from serving as a juror if the employee's absence from City service would pose an undue burden or hardship upon the efficient operation of the City.

Section 13.12: Kin Care

As defined by California law, Kin Care leave is time provided to employees to take time off work to care for a family member. This leave is particularly useful for employees who may not meet FMLA/CFRA criteria. The types of family members covered by the law includes a:

- A. Child of any age*, i.e., biological child, adopted child, foster child, stepchild, legal ward, or a child for which the employee stands *in loco parentis* and grandchild.
- B. Parent, i.e., biological parent, adoptive parent, foster parent, stepparent, or legal guardian.
- C. Spouse, registered domestic partner, grandparent, or sibling.

Employees are entitled to take accrued sick time off from work in order to:

- A. Seek diagnosis, care, or treatment for an existing health condition of an employee's family member, and;
- B. Support a family member who was the victim of domestic violence, sexual assault, and/or stalking.

The City will not retaliate against any employee taking time off for proper use of kin care leave.

As with all sick leaves, the City may request medical evidence of the illness or reason for taking Kin Care leave. The employee is responsible for providing requested documentation in a timely manner and also for providing timely notice to their supervisor of the need to take such leave.

Section 13.13: Leave of Absence Without Pay

Leave of absence without pay above that which is mandated by State and Federal Law may be granted in cases of emergency or where such absence would not be contrary to the best interests of the City. Such leave so granted is not a right but an authorized privilege. The Personnel Officer is authorized to extend leave without pay up to three (3) months. The City Council may grant up to an additional six (6) months based on extraordinary circumstances. Such authorization is solely at the discretion of the Personnel Officer and City Council. No vacation, sick leave, or any other paid benefit including, the City's DOC program and PERS contributions, shall be accrued or used during such leave.

Section 13.14: Military Leave

An employee who is a member of the Army, Navy, Air Force, Marine Corps, Coast Guard and the Reserves for each of those branches, Army National Guard, Air National Guard, commissioned corps of the Public Health Service, and any other category of people designated by the president in time of war or national emergency, shall be allowed leave in accordance with the provisions of law governing such leaves. The City shall follow all governing laws in effect at the time of an employee's request for Military Leave. Ref: The Uniformed Services Employment and Reemployment Rights Act of 1994, (USERRA)

The USERRA requires employees to provide their employers with advance notice of military service, with some exceptions. Notice may be either written or oral. It may be provided by the employee or by an appropriate officer of the branch of the military in which the employee will be serving.

The employee taking Military Leave should contact delegated Human Resources Staff for more information.

USSERA will be followed by the City for all employees who have been absent from a position of employment because of service in the uniformed services. The law guarantees an employee returning from military service or training the right to be reemployed at their former job (or as nearly comparable a job as possible) with the same benefits.

Section 13.15: Organ and Bone Marrow Donor Leave

Employees who are donors for organ or bone marrow may take paid time off as follows:

- A. Up to thirty (30) workdays of leave in a one-year period for the purpose of donating an organ to another person.
- B. Up to five (5) workdays of leave in a one-year period for the purpose of donating bone marrow to another person. The one-year period is calculated from the date the employee's leave begins.

During the leave for organ/bone marrow donors, the City will continue to provide for any group health plan benefits the employee was enrolled in prior to the leave of absence.

Employees who wish to take a leave of absence to donate bone marrow or an organ will be expected to provide documentation that the employee is an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.

The City requires that employees taking leave for:

- A. Organ donation use two (2) weeks of accrued but unused sick, vacation and/or floating holiday leave.
- B. Bone marrow donation use five (5) days of accrued but unused sick and/or vacation leave.

Once a donor has exhausted the required paid leave, the employee will be paid for the remaining leave of absence, if additional leave is needed, up to the maximum allowed by law.

Leave taken for the purpose of organ or bone marrow donation is not leave for the purpose of Family Medical Leave or under state law, the California Family Rights Act (CFRA).

Section 13.16: Pregnancy Disability Leave

Pregnancy disability leave shall be granted without pay to eligible employees pursuant to the Fair Employment and Housing Act (FEHA). Pregnancy disability leave will be allowed for a period of time not exceeding four (4) months. An employee requesting pregnancy disability leave shall provide delegated Human Resources Staff with certification from her health care provider stating the anticipated delivery date and estimated dates and duration of the disability. If there is a change in diagnosis, and the dates are either accelerated or delayed, notification from the health care provider shall be required. An employee may be eligible for long-term disability coverage during a pregnancy leave. Complete details are available from the delegated Human Resources Staff.

Any leave qualifying for both federal FMLA leave and leave under the state FEHA shall be counted against the employee's entitlement under both laws. This means that the employee is entitled to a single four (4) month period of leave, not a total of eight (8) months of pregnancy disability leave.

Employees who are absent up to four (4) months for a pregnancy disability may also be absent up to an additional twelve (12) weeks to care for their newborn child under the California Family Rights Leave Act (CFRA). The City's obligation to pay for health insurance is limited to twelve (12) weeks over a twelve (12)-month period for both pregnancy disability leave and leave to bond with her newborn. If employees

are absent beyond their pregnancy disability period to care for their newborn child, they are required to first use all accrued paid leave.

A. Use of Leave While on Pregnancy Disability Leave

Employees are required to use accrued sick leave, management leave, compensatory time, or any combination of accrued paid leave during the duration of their pregnancy disability leave. The employee, at her option, may also use any accrued vacation leave.

An employee who takes a pregnancy disability leave shall be eligible for reinstatement to the former position at her former rate of pay. However, if the same position is no longer available due to business necessity, the City may instead offer a job that is comparable in terms of pay, location and job content.

B. Return to Work - Physician's Statement

The City reserves the right to require an employee returning from a pregnancy disability leave to provide a physician's statement that certifies the employee's fitness for duty.

Section 13.17: Sick Leave

An employee shall accrue sick leave at the rate of eight (8) hours per month, for up to ninety-six (96) hours per year, in Sick Leave Bank A.

A. Maximum Accumulation

1. Sick Leave Bank A

A maximum of five hundred (500) hours of sick leave may be accumulated in Sick Leave Bank A. Hours accumulated in Sick Leave Bank A are for the purpose of use in accordance with subsection B or subsection C below.

2. Sick Leave Bank B

Sick leave hours accrued in excess of five hundred (500) hours shall be placed in Sick Leave Bank B. There shall be no maximum accumulation limit on sick leave in Sick Leave Bank B. Sick Leave Bank B may only be used for the purpose of conversion to retirement service credit in accordance with subsection D below. There shall be no cash value to Sick Leave Bank B. An employee shall no longer be able to use hours, in accordance with subsection B below, once they have been deposited into Sick Leave Bank B.

B. Use of Sick Leave

Sick leave may be applied to:

1. An absence caused by illness or injury to an employee.
2. Medical and dental office appointments for examination or treatment when absence during working hours for this purpose is authorized, preferably in advance, by the department head.
3. Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a licensed physician that the presence of the employee on duty would endanger the health of others.
4. To attend to a qualified family member or designated person.

5. Any other reason as permitted by law

C. Payment of Accumulated Sick Leave

On December 1st of each year, and/or upon retirement with five (5) or more years of City service, an employee may elect to cash-out up to one hundred (100) hours of sick leave from Sick Leave Bank A, which has accumulated in excess of three hundred (300) hours. Payment shall be made on December 16th, or in the case of retirement with the final check issued to the employee, at the rate of one-half (½) of the employee's regular rate of pay at the time of the payment.

No payment or retirement service credit shall be made for accumulated, but unused, sick leave from Sick Leave Bank A or B upon separation from City service, excluding retirement.

D. Conversion of Sick Leave to Retirement Service Credit

Using the Credit for Unused Sick Leave (Government Code § 20965), upon retirement, an employee may be able to convert accumulated, but unused, sick leave in Sick Leave Bank A and/or B to additional service credit.

E. Doctor's Certificate

The department head may request that the employee submit a doctor's certificate for unscheduled absences due to illness of duration in excess of three (3) or more consecutive days.

F. Use of Sick Leave During Probation Period

Staff are strongly encouraged to refrain from taking sick leave unless such leave is absolutely essential during the first six months of City full-time employment as employees are expected to be at work as much as possible. Sick leave accrued for the initial six months of employment may be used after that period has been completed.

Section 13.18: Voting Leave

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time to vote. An employee will be allowed a maximum of two hours of time off without loss of pay. Such time off shall be taken at the beginning or end of the regular working shift, whichever allows for more free time and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two (2) hours combined. When possible, an employee requesting time off to vote shall give their supervisor at least two (2) days' notice.

Section 13.19: Various Other Leaves of Absence

In compliance with the California Labor Code, the City offers the following leaves:

- A. Leave for Drug and Alcohol Treatment
- B. Leave for Literacy Assistance
- C. Crime Victim's Leave

For more information on the above leaves, inquire with delegated Human Resources Staff.

Section 13.20: Workers' Compensation Leave

All City employees are covered by the City's Workers' Compensation Insurance policy, providing temporary disability benefits for qualified work-incurred injuries or illnesses in accordance with State Workers' Compensation Laws and the provisions of the City's Workers' Compensation Insurance Plan. The laws provide that all eligible employees shall be entitled to receive temporary disability wage replacement payments in the event of a qualified work-incurred injury or illness. Eligibility is determined solely by the insurance provider. If eligible, in addition to disability payments, necessary hospital, medical, and surgical expenses may be covered under the policy, with payment being made directly to the hospital or physician. The City is responsible only for all the necessary reporting paperwork.

A. Reporting Accidents and Injuries

An employee who is injured or becomes ill in the course of employment must immediately report the incident to the employee's supervisor and the Personnel Officer. The supervisor is responsible for submitting, within 24 hours of the incident, a statement giving all details of the incident and signed by the employee. An employee who fails to promptly report a work-incurred injury or illness to their supervisor and delegated Human Resources Staff may be subject to discipline.

B. Salary Continuation Benefits

An employee eligible for temporary disability payments under the Workers' Compensation laws will receive salary continuation payments for related lost time at the applicable workers' compensation rate, according to Workers' compensation rules.

C. Salary Continuation Integration with Accrued General Leave

Employees receiving approved temporary disability payments under the Workers' Compensation laws may elect to use accrued vacation leave, sick leave, management leave, compensatory leave, or any combination of accrued leave in excess of the Workers' Compensation benefit in order to maintain their regular income level. Under such circumstances, employees shall use sufficient leave to allow them to be paid the difference between their full salary and the temporary disability payments received, in order to maintain the regular net pay received in the period before the injury. Accrued leave hours shall be charged to the extent of wages paid by the City.

D. Salary Continuation and Benefit Discontinuance After On-the-Job Disability

City employees who are permanently disabled by an on-the-job injury or illness, and no longer covered by Workers' Compensation benefits, may use accrued vacation leave, sick leave, management leave, compensatory leave, or any combination of accrued leave to continue wage payment. When all accrued leave has been exhausted, the disabled employee is no longer entitled to wage and benefit continuation as allowed by state and federal laws. The employee may also continue to receive health and welfare benefits during the period of paid disability. An employee on unpaid leave who wishes to continue health insurance coverage may do so at their expense at the City's group rates, in accordance with COBRA provisions.

E. Anniversary Date Impacted by Workers' Compensation Leave

Only a regular employee who is absent from work as the result of a qualified work-incurred injury or illness shall retain the normal performance evaluation date and general leave accrual date. An employee who has not completed their probation period is ineligible for certification of regular status during a

work-incurred injury or illness leave and the date for completion of the probation period will be extended to reflect the amount of time absent.

F. Placement After On-the-Job Disability

The City will make a reasonable attempt, in accordance with federal and state law, to place employees in positions for which they qualify when they become disabled by an on-the-job injury or illness.

G. Dismissal After On-the-Job Disability

Unless otherwise prohibited by law, if no vacant or suitable positions are available the disabled employee may be dismissed after the treating physician's finding of "permanent and stationary" disability is issued. In such cases, the City's review and appeal procedures shall apply.

CHAPTER 14: HEALTH AND WELFARE BENEFITS

The information contained in this section is intended to provide an overview of the City's group health and welfare insurance benefits. To the extent that this information is inconsistent with the provider contract on file with the delegated Human Resources Staff, the provider contract is the controlling document.

The City provides group health and welfare insurance benefits to eligible employees. Delegated Human Resources Staff shall maintain records of the terms and conditions of health and welfare benefit contracts, benefit levels, and administration procedures. Terms, conditions, benefit levels and administration requirements may change.

Section 14.1: Eligible Employees

All probationary, regular, and temporary full-time employees are eligible for the health and welfare benefits described in this section. Part-time employees are not eligible for health and welfare benefits but are covered by the City's workers' compensation insurance and other benefits mandated by federal and state law.

Section 14.2: Commencement of Benefits

With the exception of workers' compensation insurance coverage, which begins on the employee's first day of work, the benefits described in this section shall begin on the first day of the month after commencement of employment.

Section 14.3: Medical Insurance

The City provides eligible employees and their spouse and dependents, with a choice of qualified medical insurance providers as well as the option to waive the City's medical insurance coverage if covered under another existing plan.

The City shall provide medical group coverage through CalPERS and employees may choose from any of the regionally offered health plans.

For current premium coverage rate information, please see delegated Human Resources Staff.

Should an employee choose a plan with a higher premium than the City covers, the difference between the premiums shall be paid by the employee via payroll deductions from the employee's wages on a monthly basis.

The City shall not pay for any increases in deductibles, co-payments, maximum out-of-pocket expenses, costs of prescriptions, etc., that are the result of changes in the individual plans by CalPERS.

A. Medical Waiver Option

Employees who provide proof of adequate comparable group medical coverage from another source may opt to waive enrollment in a City sponsored health plan and instead receive cash in lieu of the City's coverage. The cash shall be added to the employee's taxable compensation. An election to re-enroll in a City medical coverage plan can occur only with the permission of the insurance provider.

Section 14.4: Dental/Optical Care Benefits

The City shall administer a self-insured Dental/Optical care program, to be known as "DOC." The Dental/Optical/Audio Care (DOC) Program is a City administered, self-insured program.

All full-time regular employees, who are members or annuitants of PERS shall be and remain eligible for DOC, except that there shall be no options of conversion or continuation of benefits upon discharge or termination other than retirement, nor shall any claims be processed or paid after such events, regardless of when incurred.

For current City contribution rates to the DOC Plan for the reimbursement of dental, orthodontic, audio and optical expenses per fiscal year for each employee, please see delegated Human Resources Staff. If the employee is unable to use any amount due to circumstances beyond their control, the amount will carry over for 6 months after the end of the cause for the delay, with City Council approval.

Employee claims shall be processed and paid based on invoices and/or paid receipts through a third-party administrator.

Section 14.5: Life Insurance

Each full-time regular employee shall be provided seventy-five thousand dollars (\$75,000) in term life insurance at no cost to the employee. The City shall pay all required premiums.

Section 14.6: Short-Term/Long-Term Disability Insurance

The City shall provide Short-Term (STD) and Long-Term Disability (LTD) coverage to each full-time regular employee. The purpose of STD and LTD insurance is to provide employees with a portion of their normal income when an injury or illness occurs on or off the job that prevents them from working for more than thirty (30) calendar days.

- A. Benefits shall be payable to eligible employees after a thirty (30) day calendar year waiting period;
- B. Benefits shall be sixty-six and two-thirds (66⅔%) of the employee's base monthly salary, not to exceed six thousand dollars (\$6,000) per month; and
- C. Benefits shall continue until age 65.

The City shall pay the premium for the short-term and long-term disability plans. STD and LTD benefits shall be governed by the terms of the short-term and long-term disability insurance policy between the City and the insurance company providing the short-term and long-term disability insurance to the City.

Section 14.7: Use of Leave While on Disability

Disability related to pregnancies is also covered under the LTD plan. Benefits generally begin following a 28-day “elimination period”. Employees may use accrued vacation leave, management leave, compensatory leave, or any combination of accrued leave during the elimination period and may also use such leave to supplement the LTD wage replacement payments. If applicable, Workers Compensation wage replacement benefits may also be integrated with LTD benefits.

Section 14.8: COBRA

The Consolidated Omnibus Budget Reconciliation Act of 1985 requires the City to offer employees and their families an opportunity for a temporary extension of health coverage upon separation of employment. The specific provisions and restrictions of the Act are available from delegated Human Resources Staff.

Section 14.9: Medicare Benefits

The City participates in the federal Medicare system, in accordance with the law, on behalf of all employees.

CHAPTER 15: RETIREMENT BENEFITS

All full-time employees are provided with retirement benefits through the City’s retirement program in lieu of the Social Security retirement system. The City’s retirement benefits consist of retirement benefits through the California Public Employees’ Retirement System (CalPERS) and voluntary 457(b) plans. Details regarding membership and benefits are available by contacting delegated Human Resources Staff.

Part-time employees are not covered by the City’s retirement plan but are required to contribute to the City’s designated part-time retirement program in lieu of payments to the Social Security retirement system.

Section 15.1: CalPERS Retirement Plan Benefits

A. CalPERS Tier I and Tier II

There are two (2) tiers of defined benefit retirement plans based on the employee’s date of hire and/or member status with CalPERS as determined by the Public Employees’ Pension Reform Act of 2013 (“PEPRA”).

Each retirement plan tier also defines the retirement formula, final compensation calculation, and employee contribution/cost sharing as follows:

1. Tier I: Employees Hired prior to January 1, 2013, and “Classic Members”
 - a. Employees hired prior to January 1, 2013, or who are “classic members” of CalPERS.
 - b. The retirement formula is 2.5% at 55 years of age.
 - c. Final compensation is calculated as the highest pensionable compensation earned during a period of twelve (12) consecutive months.

- d. Effective the first full pay period following January 1, 2020, employees in Tier I shall contribute an additional one percent (1%) – for a total of eight percent (8%) – of compensation towards the employee’s cost of their CalPERS retirement plan.
 - e. The City shall pay the full employer’s cost and any unfunded liability.
- 2. Tier II: Employees Hired on or after January 1, 2013, and “New Members”
 - a. Employees hired on or after January 1, 2013, or who are “new members” of CalPERS.
 - b. The retirement formula is 2% at 62 years of age.
 - c. Final compensation is calculated as the highest average pensionable compensation earned during a period of thirty-six (36) consecutive months.
 - d. Employees in Tier II shall participate in cost sharing by paying fifty percent (50%) of the normal costs of their CalPERS retirement plan, as determined by CalPERS each year. The City shall pay the remaining fifty percent (50%) of the normal costs and all other costs required by CalPERS.

B. Optional Retirement Plan Benefits

The City’s contract with CalPERS provides the following additional optional benefits to eligible employees:

1. Annual Cost-of-Living Allowance

The maximum Annual Cost-of-Living Allowance Increase (Government Code§ 21335) of five percent (5%) during retirement.

2. Pre-Retirement Death Benefit

This benefit allows the surviving spouse or domestic partner of a deceased member, who was eligible to retire at the time of death, the option to receive a Pre-Retirement Option 2W Death Benefit (Government Code§ 21548) in lieu of the lump sum Basic Death Benefit.

3. Survivor Allowance

Post-Retirement Survivor Allowance (Government Code§ 21624, 21626 & 21628). This benefit provides the allowance to continue for the surviving spouse or domestic partner upon the death of a member after retirement.

The Second Level of 1959 Survivor Benefit (Government Code§ 21574).

4. Military Service Credit

An employee with qualifying military service may purchase, at their own expense, up to four (4) years of Military Service Credit as Public Service (Government Code§ 21024).

5. Credit for Unused Sick Leave

Using the Credit for Unused Sick Leave (Government Code§ 20965), upon retirement, an employee may convert accumulated sick leave to additional service credit.

Section 15.2: Deferred Compensation Plan

The City shall offer a 457 deferred compensation plan to all regular full-time employees. An employee may make voluntary contributions, up to the legal limit, to their individual plan.

Section 15.3: Retiree Health Benefits

A. Retiree Medical

There are two (2) tiers of retiree medical benefits available based on the employee's initial date of hire with the City. Each tier also defines any applicable vesting period.

1. Tier A: Employees Hired prior to August 1, 2008

Employees hired prior to August 1, 2008, who retire from City service, will be eligible for health care benefits upon retirement.

Upon retirement, this becomes a vested right for each retiree and the City will continue to pay one hundred percent (100%) of the cost of the health insurance premiums for such retirees and their eligible dependents until death.

2. Tier B: Employees Hired on or after August 1, 2008

Employees hired on or after August 1, 2008, who retire from the City after five (5) or more consecutive years of service with the City, will be eligible for health care benefits upon retirement.

Upon retirement, this becomes a vested right for each retiree and the City will continue to pay the health insurance premiums for such retirees and their dependents until death, based on the following vesting formula adopted by Resolution Number 08-4723:

Years of CalPERS Service Credit	Percentage of Employer Contribution
10 or less	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20 or more	100%

B. Retiree DOC Plan

Each regular full-time employee who retires from City service shall be able to continue to participate in the City's DOC Plan for dental, orthodontic, audio, and optical expenses in the same manner and to the same extent as active employees.

CHAPTER 16: TRAINING AND DEVELOPMENT

Section 16.1: Training Program

Training and other professional development opportunities relating to the improvement of the delivery of City services will be provided to employees depending on available budgeted funds, employee performance, and department staffing needs, as determined in the discretion of the department head and the Personnel Officer. Such training programs may include lecture courses, demonstrations, assignment of reading matter, or other methods as may be deemed appropriate for the purpose of improving the on-the-job effectiveness, skills and knowledge of City employees.

The Personnel Officer or department head may require an employee to attend specific training as appropriate.

Section 16.2: Attending Conferences, Seminars and Workshops

Personnel Officer approval is required prior to registering for any training program, outside conference, seminar, or workshop for which City funds are required or which will occur during regular working hours, or both.

Section 16.3: Expense Reimbursement

In order to receive reimbursement for eligible personal expenses after attendance at a training program, the employee shall complete a reimbursement form, pursuant to the Reimbursable Expenses Policy which is included in the City's Administrative Policy Manual. The form will identify expenses eligible, receipts necessary, and methods of reimbursement calculation.

Section 16.4: Professional Associations and Technical Groups

The Personnel Officer may approve payment for membership in craft, trade or other professional organizations for an employee. The employee shall provide evidence of active participation to justify continued membership payment. The City may reimburse the costs of attendance at professional association meetings and workshops. With prior approval, the City may allow the employee to attend the workshop on City time.

Section 16.5: Education Reimbursement Policy

Education reimbursement is defined as an off-duty instruction that will be mutually and immediately beneficial to the employee and the City. Employees shall not be entitled to overtime or compensatory time off for participating in such voluntary training or off-duty instruction.

Prior to enrolling in a class for training, an employee wishing reimbursement for their eligible expenses shall obtain the approval of the Personnel Officer as to course content and its relationship to the employee's employment with the City, as well as the recommendation of the Department Head. This approval is at the sole discretion of the Personnel Officer.

Employees who expect to apply for reimbursement must submit a Request for Education Reimbursement Application Form to their Department Director and receive approval as to job relatedness. The form is then submitted to the Personnel Officer for approval two weeks prior to enrollment in the class. The City

reserves the right to investigate any school and approve or disapprove it for reimbursement if such action appears warranted.

Education reimbursement may be considered taxable income in some instances. The City will report Education Reimbursement payments to the Internal Revenue Service in keeping with current tax regulations.

A. Eligibility

Employees must:

1. Be on an active pay status during the entire duration of the course. Employees on any paid or unpaid leave of absence, including, but not limited to disability leave, medical leave, and/or worker's compensation leave, are not eligible for the program;
2. Perform their job in a successful manner and;
3. An applicant who is eligible for full reimbursement or assistance from any other organization, association, or governmental agency is not eligible for tuition reimbursement under the City's program.
4. If an applicant is eligible for veteran's assistance benefits, but cannot, however, collect for a particular course/program (e.g. fire command school), application for reimbursement will be considered if a grade of "C" or better is received, and the applicant is not doubly compensated.

B. Repayment

Education reimbursement shall be repaid to the City should the employee separate from City service within one (1) year of receiving such reimbursement.

C. Eligible Expenses

Employees attending accredited community colleges, universities, and trade schools for the purpose of obtaining a higher education degree, certification or licensure may apply for reimbursement of tuition, books, course material fees, tests, student fees and parking.

D. Maximum Reimbursement

Reimbursement is capped each calendar year at the tuition rate of the California State University (CSU) system for up to four (4) terms of enrollment each calendar year.

E. Eligibility for Reimbursement

Reimbursement is contingent upon the successful completion of the course. Successful completion means a grade of "C" or better for undergraduate courses, a grade of "B" or better for graduate courses, or a certificate of completion for technical/vocational courses.

The employee shall submit a copy of the official transcript or certificate of completion along with all receipts to delegated Human Resources Staff.

All claims for tuition reimbursement require prior written approval and are subject to verification and approval by the Personnel Officer.

Example: Employee attends CSU Los Angeles for a term and completes two (3 unit) undergraduate courses with a grade of “C” or better. The tuition reimbursement would be calculated as follows:

<i>Example Tuition Reimbursement</i>		
<i>CSU Tuition</i>	\$	3,174.00 (0-6 units)
<i>Required Student Fees</i>	\$	171.00
<i>Parking</i>	\$	90.00
<i>Books and Course Material Fees</i>	\$	600.00
<i>Total:</i>	\$	4,035.00

Section 16.6: Recognition in Training and Professional Development

Records of participation in and successful completion of training and educational programs shall be maintained in the employee’s personnel file and may be considered when employee performance evaluations are conducted. Such information may also play a role in promotional decisions.

CHAPTER 17: SAFETY AT WORK

Section 17.1: Personnel Officer Responsibilities

The Personnel Officer will oversee and maintain records of the City’s system for communicating with employees on health and safety matters. The Personnel Officer may establish and enforce safety rules and training and employee recognition programs to help ensure that employees comply with safe and healthy work practices. The Personnel Officer may also conduct periodic inspections to identify and evaluate unsafe or hazardous conditions and work practices.

Section 17.2: Employee Responsibilities

Each employee of the City is responsible for identifying workplace hazards and unsafe conditions. The employee shall immediately report any such hazards or unsafe conditions to the supervisor, department head, delegated Human Resources Staff, or Personnel Officer. Retaliation against an employee for reporting a workplace hazard is prohibited.

Employees are required to observe all City rules and instructions, both verbal and written, relating to the safe performance of their work. Failure to comply with any safety rule or instruction may be grounds for disciplinary action, up to and including termination.

Section 17.3: Injury & Illness Prevention Program

The City is committed to the goal of providing a safe workplace, in accordance with state and federal law and has established a Written Injury & Illness Prevention Program (“IIPP”). General Industry Safety Orders Section 3203 requires all employers to develop and implement an effective injury and illness prevention program. Specific elements of a safety program are required to be included in the City’s program.

The Director of Administrative Services is responsible for administering the City’s Injury and Illness Prevention Program through Management and Supervisory personnel within the City’s departments. Management and/or Supervisory personnel will be directly responsible for implementing and maintaining

the IIPP for the safety and welfare of City employees in their work areas. All employees, including Managers and Supervisors, are responsible for complying with safe and healthful work practice.

A. Employee Safety Responsibilities

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

B. Supervisor Safety Responsibilities

1. Become familiar and comply with the IIPP and specific work procedures or rules as they apply to their area of authority.
2. Attend training sessions as scheduled.
3. Ensure that employees and subcontractors under their direction are aware of and comply with the IIPP policy and specific work procedures or rules as they apply.
4. Discipline employees, per the City's disciplinary action policy, for violations of the IIPP and specific work procedures or rules as they apply.
5. Investigate accidents and new miss incidents in a timely manner, including documenting all aspects of the incident, identifying the cause, and implementing the corrective actions to prevent reoccurrence.
6. Correct any unsafe conditions or work practices observed in a timely manner.

C. Managerial Safety Responsibility

1. Become familiar and comply with the IIPP and specific work procedures or rules as they apply to their area of authority.
2. Attend training sessions as scheduled.
3. Ensure that employees and contractors are aware of and comply with the IIPP and specific work procedures or rules and Cal/OSHA regulations.
4. Discipline employees, per the City's disciplinary action policy, for violations of the IIPP and specific work procedures or rules as they apply.
5. Review accident investigations in a timely manner and ensure that all aspects of the incident are documented and implement corrective actions to prevent reoccurrence.
6. Correct in a timely manner any unsafe conditions or work practices observed.

D. Safety Program Communication

All Managers and Supervisors are responsible for communicating with all their employees about occupational safety and health in a form readily understandable by all employees. Our communication system encourages all City employees to inform their Managers and Supervisors about workplace hazards without the fear of reprisal.

1. Initial Training

The IIPP will be included as an element of the new employee orientation including a discussion of safety and health policies and procedures.

2. Safety Meetings

Safety meetings will be conducted on a monthly basis at each facility. All meetings will include information on the following subjects as applicable:

- a. Review of IIPP practices, policies, or procedures
- b. On-the-job safety information
- c. Feedback from employees on hazards, safety suggestions, or concerns
- d. Review of previous accidents, causes, and corrective actions
- e. Recognition for compliance, good safety practices or attitude

Safety meetings are required by Cal/OSHA in order to successfully communicate important information to employees, as well as promote safety awareness. The meetings will be documented, and information will be discussed during regularly scheduled Staff meetings. Safety meetings may be held more frequently as deemed necessary by the creation of hazards or occurrence of injuries and/or illness.

3. Employee Suggestions

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

E. Identification, Evaluation, and Prevention of Occupational Safety and Health Hazards

Monthly safety inspections will be conducted by a team of selected department members (Director of Administrative Services, Public Works staff member, and/or Management Assistant) to identify and evaluate workplace hazards in the following areas:

1. City facilities
2. When new substances, processes, procedures, or equipment, which present potential new hazards are introduced into the workplace
3. When new, previously unidentified hazards are recognized
4. When occupational injuries and illnesses occur
5. Whenever workplace conditions warrant an inspection

F. Accident/Exposure Investigations

Employees shall report all accidents, industrial injuries, illnesses or incidents (including near miss incidents) to their manager and/or supervisor immediately.

The investigation shall include interviewing injured workers and witnesses, examining the workplace for factors associated with the accident/exposure, determining the cause of the accident/exposure from reoccurring, and recording the findings and action taken.

G. Hazard Correction

Unsafe or unhealthy work conditions, practices or procedures shall be corrected and abated as soon as possible or remove employees from the hazard. Hazards shall be corrected according to the following procedures:

1. When observed or discovered; and
2. When an imminent hazard exists which cannot be immediately corrected or abated without endangering employee(s) and/or property, all employees will be evacuated from the facility to a safe location until the situation is corrected.

H. Safety Training

All employees, including Managers and Supervisors, shall have training and instruction on general and job-specific safety and health practices. Training and instruction is provided:

1. To all new City of La Puente employees;
2. To all City employees, given new job assignments, for which training has not previously been provided;
3. Whenever new substances, processes, procedures or equipment are introduced to the workplace and represent a new hazard;
4. Whenever City supervision is made aware of a new or previously recognized hazard;
5. To Supervisors to familiarize them with the safety and health hazards to which employees under their immediate direction and control may be exposed; and
6. To all employees with respect to hazards specific to each job assignment.

General workplace safety and health practices include, but are not limited to, the following:

1. Implementation and maintenance of the IIPP.
2. Emergency action and fire prevention plan.
3. Provisions for medical services and first aid including emergency procedures.
4. Prevention of musculoskeletal disorders, including proper lifting techniques.
5. Proper housekeeping, such as keeping stairways and aisles clear, work areas neat and orderly, and promptly cleaning up spills.
6. Prohibiting horseplay, scuffling, or other acts that tend to adversely influence safety.
7. Proper storage to prevent stacking goods in an unstable manner and storing goods against doors.
8. Proper reporting of hazards and accidents to supervisors.
9. Hazard communication, including employee awareness of potential chemical hazards, and proper labeling of containers.
10. Proper storage and handling of toxic and hazardous substances including prohibiting eating or storing food and beverages in areas where they can become contaminated.

I. Recordkeeping

The City of La Puente is recognized as a Category 1 employer having twenty or more employees and is taking the following steps in implementing and maintaining the City's IIPP:

1. Records of hazard assessment inspections, including the person(s) conducting the inspection, the unsafe conditions and work practices that have been identified and the action taken to correct the identified unsafe condition and work practices, are recorded on a hazard assessment and correction form.
2. Documentation of safety and health training for each employee, including the employee's name or other identifier, training dates, type(s) of training, and training providers, are recorded on an employee training and instruction form.
3. Inspection and training documentation will be maintained for one year, except for training records of employees who have worked for less than one year which are provided to the employee upon termination of employment.

J. Reporting Of Hazards/Unsafe Conditions

All employees shall immediately report all workplace hazards to their Supervisor and the following staff member at their respective facility:

CITY HALL Director of Administrative Services 15900 E. Main St. La Puente, CA 91744 Phone: (626) 855-1509	SENIOR CENTER Community Services Coordinator 16001 Main St. La Puente, CA 91744 Phone: (626) 855-1570
COMMUNITY CENTER/YLAC Director of Community Services 501 N. Glendora Ave. La Puente, CA 91744 Phone: (626) 855-1534	MAINTENANCE YARD Maintenance Superintendent 523 N. Glendora Ave. La Puente, CA 91744 Phone: (626) 855-1568

Section 17.4: Inclement Weather Gear

Upon hire and each October, the City will provide an inclement weather uniform jacket for use by the Maintenance Division and Recreation Department personnel.

Section 17.5: Safety Boots

Upon proof of purchase, Maintenance Division personnel shall be reimbursed up to two hundred dollars (\$200.00) per fiscal year for the cost of steel-toed work boots.

CHAPTER 18: SECURITY AND PRIVACY

Section 18.1: Personnel Files

The City maintains one official personnel file for each employee, which is the sole property of the City. The City may also maintain a separate, confidential medical file when individual employee circumstances arise, which involve the receipt of medical records. Delegated Human Resources Staff in accordance with state and federal guidelines shall maintain all confidential files and records related to employment with the City.

Section 18.2: Access to Personnel Files

An employee shall have the right to view the employee's personnel files in the presence of the Personnel Officer. An employee may, with advance notice of at least one week, have copies of items in the file that have been signed by the employee.

Section 18.3: Updating Personnel Files

The employee shall notify delegated Human Resources Staff of changes in name, address, telephone number, driver's license, number of dependents, marital status, beneficiary designation, education certificates, or any other pertinent information within 10 business days of the event causing the change.

Section 18.4: Outside Inquiries

When confidential information about a City employee is requested by anyone other than the employee, the City will verify position(s), salary, and employment dates only. Any other information, including address and phone numbers, will be released only with prior written authorization from the employee or by court order. All reference inquiries regarding City employees shall be referred to the Personnel Officer.

Section 18.5: Inspection of City Property

The City reserves the right, at all times, and with or without prior notice, to inspect and search any and all City property, if there is reasonable cause, to determine if misuse of City property has occurred and to promote safety in the workplace in compliance with state and federal laws. Such inspections may be conducted during or after business hours. Whenever possible, an inspection shall be conducted in the presence of the employee, with due regard for the employee's privacy rights.

CHAPTER 19: BUSINESS ETHICS AND CONFLICT OF INTEREST

It is the policy of the City to conduct business in accordance with the letter and the spirit of the law and in conformity with ethical standards.

Conflict of interest describes any circumstance that could cast doubt on an employee's ability to act with total objectivity with regard to the interests of the City. The City has developed the following policies in an effort to limit the possibility of such conflicts arising.

Employees must not take any action on behalf of the City that violates any law or regulation. Employees

must adhere to high moral and ethical standards in the conduct of business. Employees may not engage in activity that results in a conflict of interest with the City or that reflects unfavorably on its integrity. Employees violating these standards are subject to disciplinary action, up to and including termination of employment.

In situations and on issues involving ethical or moral judgments, employees may sometimes have difficulty determining the correct course of action. In such situations, employees are urged to discuss the matter with the Personnel Officer or delegated Human Resources Staff.

Certain management employees are subject to the City's Conflict of Interest Code disclosure requirements.

During the employee's workday, they are expected to devote their full time in the performance of their assigned duties as a City employee.

An employee shall not engage in any employment, activity or enterprise that is inconsistent, incompatible or in conflict with their duties, functions or responsibilities as a City employee, nor shall they engage in any outside activity which will directly or indirectly contribute to the lessening of their effectiveness as a City employee.

Section 19.1: Employee Organization

No employee shall engage in any type of activity relating to an employee organization during such time an employee is on duty, except as expressly provided in these rules and regulations.

Section 19.2: Election Campaign Activities

No employee shall engage in any type of activity relating to election campaign activities during such time an employee is on duty.

Section 19.3: Political Activities

All City employees are prohibited from using their official position with the City in an effort to influence the outcome of a political campaign or ballot measure; engaging in political activity during work hours or while in City uniform; using City facilities or materials for any political campaign or ballot measure.

Section 19.4: Determination of Inconsistent Activities

In making a determination as to the consistency or inconsistency of outside activities, the appointing authority shall consider, among other pertinent factors, whether the activity:

A. Receipt of Money

Involves receipt or acceptance by the employee of any money or other consideration from anyone other than the City for the performance of an act which the employee, if not performing such act, would be required or expected to render in the regular course or hours of their City employment or as a part of their duties as City employee; or,

B. Performance of an Act

Involves the performance of an act in other than their capacity as a City employee which act may later be directly or indirectly related to the control, inspection, review, audit or enforcement by such employee or the department by which they are employed; or,

C. Efficiency

Involves conditions or facts which would probably directly or indirectly lessen the efficiency of the employee in their regular City employment, or conditions in which there is a substantial danger of injury or illness to the employee; or,

D. Private Gain

Involves the use for private gain or advantage of City time, facilities, equipment and supplies, prestige, influence, or confidential information of one's City office or employment; or,

E. Solicitation of Future Employment

Involves the solicitation of future employment with a business doing business with the City over which the employee has some control or influence in their official capacity at the time of the transaction.

F. Improper Use of City Equipment Prohibited

No City-owned equipment, autos, trucks, instruments, tools, supplies, machine, badge, identification cards, or other items, which are the property of the City shall be used by an employee except upon prior approval of the appointing authority.

No employee shall allow any unauthorized person to rent, borrow or use any of the items mentioned above unless upon prior approval of the appointing authority.

G. Violations and Penalties

Any violation of this provision respecting such outside employment or activity, or improper use of City equipment, shall constitute grounds for disciplinary action including dismissal of a City employee who commits such violation.

Section 19.5: Outside Employment Causing Conflict of Interest

No employee shall engage in employment or outside business activity that may constitute a conflict of interest for the employee or the City. Employees shall advise the Personnel Officer in writing before engaging in any employment or business activity other than employment with the City.

While employed by the City, employees are expected to devote their energies to their jobs with the City. Employees are expected to adhere to high ethical standards and avoid situations that create an actual or potential conflict between the employee's personal interests and the interests of the City. A conflict of interest exists when the employee's loyalties or actions are divided between the City's interests and those of another, such as a competitor or supplier. Both the fact and the appearance of a conflict of interest should be avoided.

Regular full-time employees may not hold an outside salaried or fee-based job without approval of the Personnel Officer, or authorized designee. The Personnel Officer, or authorized designee, may provide written approval of the outside employment, either upon hire by the City or when an employee requests additional employment so long as the outside job will not interfere with the employee providing satisfactory performance of their job responsibilities for the City. Outside employment will present a conflict of interest and be prohibited if it has an actual or potential adverse impact on the City.

No employee shall engage in non-city employment during the employee's working hours for the City.

An employee who has non-city employment is expressly prohibited from wearing any City uniform, emblem, badge or other employee identification when engaged in non-city employment.

The following types of employment elsewhere are strictly prohibited:

- A. Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at the City;
- B. Additional employment that creates a conflict of interest or is incompatible with the employee's position with the City;
- C. Additional employment that impairs or has a detrimental effect on the employee's work performance with the City;
- D. Additional employment that requires the employee to conduct work or related activities on City property during the employee's working hours or using City facilities and/or equipment; and
- E. Additional employment that directly or indirectly competes with the business or the interests of the City.

Any employee who wishes to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to delegated Human Resources Staff explaining the details of the additional employment. If the additional employment is authorized, the City assumes no responsibility for it. The City shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

Section 19.6: Fraud Prevention and Detection

It is the intent of the City to promote consistent organizational behavior by providing guidelines and assigning responsibility for the development of controls and conduct of investigations.

This policy applies to any fraud, or suspected fraud, involving employees, consultants, vendors, contractors, outside agencies, and/or any other parties with a business relationship with the City. This policy also applies to any fraud or suspected fraud involving City officials.

Any investigative activity required will be conducted without regard to the suspected wrongdoer's length of service, position/title, or relationship to or with the City.

Fraud for the purposes of this policy is defined as the use of one's position for personal enrichment through the deliberate misuse, theft or misapplication of the City's resources or assets. The types of fraud intended to be covered by this policy include theft or misuse of the City's assets, including cash, submitting false time cards or invoices, check tampering, forgery or alteration of any official City document; disclosing to third parties, securities activities engaged in or contemplated by the City; misuse of City vehicles, equipment or supplies; offering, giving, receiving or soliciting anything of value to influence a business decision or official act; falsification of the City's financial statements; and other similar questionable

conduct by City officials, City employees, contractors, consultants, vendors, or agents of the City, which put City assets, funds, or property at risk of waste or abuse.

Any employee (including managers) or City official who suspects fraud has, may have, or will occur must report such suspicion(s) immediately to delegated Human Resources Staff. Delegated Human Resources Staff shall in turn immediately notify the Personnel Officer, Director of Administrative Services, and City Attorney. Delegated Human Resources Staff shall coordinate any and all investigations undertaken as a result of such reported fraud, with the Personnel Officer, City Attorney, and any external agencies involved in such investigation(s).

Employees who knowingly make false allegations may be subject to discipline.

Section 19.7: Other Inappropriate Conduct

Suspected improprieties concerning an employee's moral, ethical, or behavioral conduct which does not appear to fall within this policy should be addressed and resolved by departmental management and delegated Human Resources Staff in accordance with disciplinary procedures as stated in this Comprehensive Personnel Policy handbook.

If there is any question as to whether an action constitutes fraud within the meaning of this policy, please contact delegated Human Resources Staff for guidance.

Section 19.8: Safeguard City Funds

City funds and property may not be used for any unlawful purpose. This prohibition includes, but is not limited to:

- A. unlawful political contributions,
- B. payments to governmental officials or employees,
- C. illegal rebates or refunds and
- D. payments or commitments made with the understanding or under circumstances that would indicate that these payments are kickbacks, bribes or to obtain influence.

No unrecorded fund shall be established or maintained for any purpose.

All financial transactions shall be promptly recorded on the books of the City. No false or misleading entry shall be made for any reason. All substantive commitments and agreements must be documented, properly authorized and disclosed to the City Council.

Employees shall not make commitments or agreements beyond what is authorized by the City Council. This authorization may be in the budget document or by explicit policy or resolution, or minute order.

No payments shall be made with the understanding that any part is to be used for any purpose other than that described by the records supporting the payment.

Section 19.9: Gratuities

Gifts of cash or cash equivalents from any person or entity doing business with the City are never permissible if the amount exceeds \$50. An employee may not solicit or directly or indirectly accept any gift, gratuity, cash or check from any person or organization, for either the performance or nonperformance

of assigned duties Gifts, favors and entertainment may be given to others at the City's expense only if they are consistent with accepted business practices and are of such limited value that they cannot be considered as a bribe or pay-off.

Section 19.10: Ethics Expectations

The highest standards of honorable and ethical conduct must be observed in all relationships with other agencies and the public. It is prohibited to make disparaging statements, take any other unfair actions or participate in any activity intended to damage the City, other agencies or the public.

If an employee is asked by another employee or supervisor to:

- A. perform any act that appears unlawful,
- B. make any unlawful entry on the City's records or reports,
- C. omit any entry that should lawfully be made,
- D. suppress or hide any information that may result in detriment to the City or be in violation of the law, or disclose information of a confidential nature except when legitimately required,

it is that employee's duty and responsibility to bring the matter to the attention of delegated Human Resources Staff. An employee who files a grievance of this nature will not be retaliated against.

City letterhead/stationery may be used only for City matters and not for personal or non-official correspondence.

Section 19.11: Safeguard Confidential Information

Employees are responsible for safeguarding confidential information obtained during employment. In the course of the work, employees may have access to confidential information regarding the City, its elected officials or fellow employees. It is the employee's responsibility to protect and in no way reveal any such information, including to any media, unless it is necessary for the employee to do so in the performance of duties or required by law.

Section 19.12: Conducting Business with Family Members

Written approval from the Personnel Officer is required before an employee may conduct business on behalf of the City with a member of the employee's family or a business or organization in which the employee or a family member has a significant association or interest.

Section 19.13: Employee Questions

Employees who have questions about whether an activity may constitute a conflict of interest should discuss the matter with the supervisor, department head or the Personnel Officer before becoming involved.

Section 19.14: Investigation Responsibilities

Delegated Human Resources Staff have the primary responsibility for the investigation of all suspected fraudulent acts as defined in this policy. Delegated Human Resources Staff shall coordinate the investigation with the City Attorney. The investigation may be conducted by an independent investigator. Investigation results will be discussed with the City Attorney, the Personnel Officer and Director of Administrative Services, unless a conflict of interest precludes such discussion. Upon advice of the City

Attorney, delegated Human Resources Staff will contact the Los Angeles County District Attorney's Office and/or the Los Angeles County Sheriff's Department.

Once the possibility of fraud has arisen, delegated Human Resources Staff shall take steps necessary to preserve relevant evidence, including ensuring that relevant evidence is placed in a secure location, access to the evidence is limited to essential personnel, and electronic data is preserved to prevent intentional or inadvertent destruction.

A. Confidentiality

Delegated Human Resources Staff treats all information received confidentially. An employee or City official who suspects fraudulent activity will notify Human Resources Division immediately and shall not attempt to personally conduct an investigation (see Section 19.15 below).

Investigation results will not be disclosed or discussed with anyone other than those who have a legitimate need to know.

Any reporting person who believes they are being retaliated against for having reported the suspected fraud shall notify delegated Human Resources Staff or their supervisor immediately.

Section 19.15: Reporting Procedures

An employee or City official who discovers or suspects fraudulent activity shall complete a "Fraud Allegation Form," available by contacting delegated Human Resources Staff. Complete forms and any attachments must be in a sealed envelope marked "Confidential" and e-mailed, mailed, or delivered to the Human Resources Division immediately.

All inquiries concerning the investigation shall be directed to the investigator or the delegated Human Resources Staff.

The reporting individual should be informed of the following:

- A. Do not contact the suspected individual in an effort to determine facts or demand restitution.
- B. Do not discuss the case, facts, suspicions, or allegations with anyone unless specifically asked to do so by delegated Human Resources Staff.

Any disciplinary actions up to and including termination will be undertaken with disciplinary procedures as stated in this Comprehensive Personnel Policy.

CHAPTER 20: MISCELLANEOUS

Section 20.1: Reimbursement Policy

Employees shall be reimbursed for expenses incurred as a direct result of employment, subject to budgetary appropriation and the approval of the Personnel Officer. Appropriate documentation and timely submittal of requests for reimbursement shall be required of all employees.

Section 20.2: Personal Auto Use

Employees shall receive auto mileage reimbursement only for approved City business in accordance with the established Vehicle and Vehicle Expense Reimbursement Policy, which is included in the Employees' Policies Manual. Employees shall be required to provide proof of insurance coverage prior to receipt of reimbursement.

Section 20.3: Employee Recognition Program

The Employee Recognition Program is designed to motivate, recognize, and reward employees who exhibit exceptional performance and work ethic and are dedicated to providing the best service to internal and external customers, including the citizens of La Puente.

Employees are selected for recognition by using the criteria provided in the following program outline. The selection is then reviewed by the appropriate Department Head and the Personnel Officer. Once the review is complete, the employee is presented with a certificate and award. Some awards carry different values and are determined below.

A. Eligibility

All full-time employees at all levels of the organization, except for the Part-Time Employee Shout-Out Award and the Part-Time Employee Outstanding Performance Award.

Part-time employees are only eligible for the Part-Time Employee Outstanding Performance Award, the Part-Time Employee Shout-Out Award, and the Employee Service Award.

Elected officials, appointed officials, contractors, and consultants are not eligible.

B. Nominations

Supervisors may nominate subordinate staff, and peers may also nominate each other. Nominations must be sent to the appropriate Department Head who must approve the nomination before it is sent to the Personnel Officer for final approval. The only awards not subject to nomination are the Civic Leadership Award and the Employee Service Award which is determined based on date of hire.

C. Award Types

1. Spotlight Award

Candidates for this award are recognized for going "above and beyond the call of duty." The award is given in the form of a written commendation to be put in the employee's Personnel File. This award can be given out as frequently as every City Council Meeting and includes a gift card not to exceed \$20 dollars.

2. Award of Excellence

Candidates must have accomplished any of the following:

- a. Outstanding public service that is consistently high;
- b. Consistently superior work standards;
- c. Outstanding participation in, or development of, a special program;

- d. Development of a procedure that has effectively increased efficiency in work operations or customer service.

The Department Head determines the amount of the award, based upon the degree of achievement of the above criteria. The award is given in the form a plaque and may include a gift card ranging from \$50 to \$100. This award may be given once a year by each department during a City Council Meeting.

3. Civic Leadership Award

Initiated by the Personnel Officer. The nominated candidate is someone who is making a significant and positive impact on advancing the City as an organization and community. This recognition is given in the form of a glass or acrylic award and is given once a year by the Personnel Officer during a City Council meeting. Gift cards can be in the range of \$100 to \$150.

4. Part-Time Employee Shout-Out Award

Candidates for this award are recognized for going beyond job scope to assist a fellow employee, citizen or customer. The award is given in the form of a commendation to be put in the employee's Personnel File. This award can be given out as frequently as every City Council Meeting and includes a gift card not to exceed \$20 dollars.

5. Part-Time Employee Outstanding Performance Award

Candidates must have accomplished the following:

- a. Consistently performs high quality work;
- b. Performs extra duties beyond those normally assigned;
- c. Displays exceptional dependability;
- d. Creates a positive work environment.

Supervisors and Department Heads may nominate any part-time employee. This award is given in the form a plaque and may include a gift card ranging from \$50 to \$100. This award may be given once a year by each department during a City Council Meeting.

6. Employee Service Award (Full-Time and Part-Time)

The following award is given to recognize and express appreciation to employees for their total length of service to the City. Milestones include 5, 10, 15, 20, and 30 plus. Awards will be given in the form of a certificate and memento during a Council Meeting following the employees' anniversary milestone date.

Section 20.4: Ergonomics Policy

The City believes that reduction of ergonomic risk is instrumental in maintaining an environment of personal safety and well-being for all employees. The City encourages safe and proper work procedures and requires all employees to follow safety instructions and guidelines as found in the City's Injury, Illness Prevention Policy (IIPP). While the City is committed to supporting the ergonomic needs of its employees and it will make necessary adjustments in a proactive manner to reduce exposure to ergonomic hazards through modifications to equipment and processes and employee training. Employees are expected to take the initiative to inform their supervisor of their specific workplace ergonomic challenges e.g. requirements

for more supportive seating, standing work stations, different keyboards, support to lift and move heavy materials, etc.

A. Request Interactive Discussion for Reasonable Accommodations to Obtain Ergonomic Support

If an employee feels that they are suffering from a work-related repetitive motion injury (RMI) or other injury or ailment caused by their body's interaction with the work equipment and/or furniture they are assigned, they must immediately report the situation to their supervisor. The report should be made in writing, although initial verbal reports will also be accepted. Supervisors are responsible for ensuring Ergonomic support, and as appropriate Occupational Health support is provided if employees are experiencing injuries. Worker's Compensation insurance forms are completed and submitted in a timely manner if employees are injured in the course of their work.

If an employee feels that they are suffering from a work-related RMI or other injury or ailment, they must immediately report in writing such injury or ailment to their supervisor or delegated Human Resources Staff. This may lead to a Workplace Injury report being filed.

B. Reasonable Accommodations

Once an employee makes a request for ergonomic support, the supervisor and employee are expected to engage in interactive discussions, so the appropriate reasonable accommodations can be identified and implemented. The City may engage ergonomic specialists to provide expert advice on the best tools and workstation setup.

Note: Reasonable means effective **and** economically feasible accommodations.

Appendix A

Conducting Criminal Background Checks and Securing Received Criminal History Information

Note: these activities are normally observed by delegated Human Resources Staff and are conducted during the recruitment process for new employees. The activities are completed before the employee is onboarded. This is why these activities are included as an Appendix, not a policy that must be observed on an ongoing basis, by most City employees.

To ensure that the interests of the City, its employees and members of the public are protected and to help minimize potential liability, the City Council has passed a resolution authorizing the Personnel Officer to obtain from the Department of Justice summary criminal background information on applicants for employment and volunteer positions.

The City desires to identify those prospective employees and volunteers who have a criminal history so that information about criminal history can be used in employment decisions.

The City wishes to comply with Public Resources Code Section 5164 which requires that the City take reasonable steps to determine if a prospective employee or volunteer has been convicted of any crimes specified in Penal Code Section 11105.

The City shall not consider a person who has been convicted of a felony or misdemeanor involving moral turpitude eligible for employment or to be a volunteer if the felony or misdemeanor is to a crime specified in Section III below as being relevant to the employment in question or in the case of a crime not actually listed it is determined by City Attorney to be substantially similar in nature to those listed that a reasonable person would have had notice that such a crime would bar employment.

A. Authority

California Penal Code Section 11105 allows cities, counties and districts to obtain state summary criminal background information from the Department of Justice if the City Council has given the Personnel Officer authority to obtain such records. The Personnel Officer has such authority pursuant to Resolution No. 05-4458 of the City.

B. Applicability

1. The City shall obtain criminal background information on all prospective full-time and part-time employees and volunteers, including recreation employees and volunteers. The City shall not hire individuals if records show convictions of the following crimes of moral turpitude within ten (10) years of the date of application or after hiring:

Section 68:	Asking for or receiving bribes
Section 72:	Presentation of fraudulent claims
Section 73, 74:	Bribes for appointment to office
Section 187, 189:	Murder
Section 209:	Kidnapping for ransom, extortion or robbery
Section 211:	Robbery: taking personal property in possession of someone by force or fear

Section 245:	Assault with deadly weapon
Section 261:	Rape
Section 451:	Arson of structure, forest land or property
Section 459:	Burglary
Section 484:	Theft
Section 503:	Embezzlement: fraudulent appropriation of property by a person to whom it has been entrusted
Section 518:	Extortion: obtain property by a wrongful use of force or fear or under color of official right

2. In addition to Section 1 above, for positions relating to interaction with minors the following areas shall also be grounds to not hire or for discipline up to and including termination:

- a. Violations or attempted violations of Penal Code Sections 220, 261.5, 262, 273a, 273d, or 273.5, 288, or any sex offense listed in Section 290.
- b. Any crime described in the California Uniform Controlled Substances Act (Division 10, commencing with Section 11000, of the Health and Safety Code), provided that, except as otherwise provided in subdivision (c), no record of a misdemeanor conviction shall be transmitted to the requester unless the subject of the request has a total of three or more misdemeanor or felony convictions defined in this section within the immediately preceding 10-year period.
- c. Any felony or misdemeanor conviction within 10 years of the date of the employer's request under subdivision (a), for a violation or attempted violation of Chapter 3 of Title 8 of the California Penal Code (commencing with Section 207), Section 211 or 215, wherein it is charged and proved that the defendant personally used a deadly or dangerous weapon, as provided in subdivision (b) of Section 12022, in the commission of that offense, Section 217.1, Chapter 8 of Title 8 of the Penal Code (commencing with Section 236), Chapter 9 (commencing with Section 240), and for a violation of any of the offenses specified in subdivision (c) of Section 667.5, provided that no record of a misdemeanor conviction shall be transmitted to the requester unless the subject of the request has a total of three or more misdemeanor or felony convictions defined in this section within the immediately preceding 10-year period.
- d. Any felony or misdemeanor conviction under Penal Code Section 311, et seq., photographic use of children relative to sexual conduct.

3. In addition to those crimes listed in Section 1 above, for positions relating to use of public funds and public records, the following shall also be grounds not to hire or for discipline up to and including termination:

Section 115, 1153:	Use of a false or forged public record; alteration of certified copy of public record
Section 424:	Embezzlement and falsification of accounts
Title 13, Chapter 4:	Any violation of forgery and counterfeiting

4. For positions requiring strict public confidence, in addition to Sections 1, 2, and 3 above, any penal code violation which resulted in conviction shall be grounds not to hire and after hiring grounds for discipline up to and including termination.

C. Assignment Responsibility

It is the applicant's responsibility to report any conviction or arrest pending final adjudication to the City. The information shall be included on all employment applications. Once a person has been hired under this procedure, convictions or arrests pending conviction which occur that are in the list specified for that employee under Section III above, the employee or volunteer shall report that conviction or arrest to their supervisor who shall forward the information to the Department Head and Personnel Officer. Alternatively, the Personnel Officer may be informed directly.

D. Procedures

All prospective City employees and volunteers shall be subject to a criminal records check as a condition of employment.

1. The City shall submit a completed Applicant Fingerprint Card to the Department of Justice accompanied by any other forms or information required by the Department of Justice in order to obtain the criminal background information.
2. Any information obtained from the Department of Justice shall be used to determine whether the applicant shall be offered a position with the City.

For any employee or volunteer who has been hired subsequent to the adoption of the policy, who passed the initial screening, the individual must sign an acknowledgement that conviction of crimes listed in Section III above under their job category or determined to be substantially similar by the City Attorney shall be grounds for disciplinary action up to and including termination. Further, any such individual has the responsibility to report any such conviction to the Personnel Officer.

The City shall enter into a contract with the Department of Justice so that any subsequent conviction or arrest information concerning an employee or volunteer that was originally hired subject to this policy may be obtained.

1. Any information about existing employees' or volunteers' convictions and/or arrests pending adjudication shall be reported to the employee's or volunteer's department manager or the Personnel Officer.
2. Upon receipt of information regarding a conviction and/or arrest pending adjudication which is specified as not acceptable for the given position in Section III above, the Department Head and the Personnel Officer shall evaluate the effect and potential effect of the employee's or volunteer's record or arrest on their position of employment, fellow employees and the public, and shall take appropriate action to maximize public safety and minimize potential liability while respecting the rights of the employee or volunteer.

E. Confidentiality

State summary criminal history information is confidential and shall not be disclosed, except to those individuals designated to make employment decisions.

Pursuant to California Penal Code Section 11077 the Attorney General is responsible for the security of Criminal Offender Record Information (CORI) and has the authority to establish regulations to assure the security of CORI from unauthorized disclosures. The following are requirements as prescribed by the State of California, Department of Justice, Bureau of Criminal Identification and Information, Field Operations and Record Security for any agency that maintains or receives criminal history information.

1. Record Security

Any inquiries regarding the release, security or privacy of Criminal Offender Record Information (CORI) are to be resolved by the Personnel Officer.

2. Record Storage

CORI shall be under lock and key and accessible only to the Personnel Officer who shall be committed to protect CORI from unauthorized access, use or disclosure.

3. Record Dissemination

CORI shall be used only for the purpose for which the Personnel Officer requested it.

4. Record Destruction

CORI and copies of the same shall be destroyed after employment determination has been made in such a way and to the extent that the employee's name can no longer be identified.

5. Record Reproduction

CORI may not be reproduced for dissemination.

6. Training

The Personnel Officer and employees with access to CORI are required:

- a. To read and abide by this policy,
- b. To be fingerprinted and have a clearance check completed,
- c. To have on file a signed copy of the Employee Statement Regarding the Use of Criminal Record Information, which acknowledges an understanding of laws prohibiting misuse of CORI.

7. Penalties

Misuse of CORI is a criminal offense. Violation of this policy regarding CORI may result in suspension, dismissal, and/or criminal or civil prosecution.

F. Monitoring Of This Program

The Personnel Officer and delegated Human Resources Staff will monitor compliance with this policy and all other Department Heads shall assist the Personnel Officer as needed.

G. References

California Penal Code

H. Employee Statement Regarding the Use of Criminal Justice Information

As an employee of the City, it may be necessary for you to have access to confidential criminal record information in making employment decisions. Access to such criminal record information is controlled by statute. Misuse of such information may adversely affect the civil rights of prospective employees or volunteers and violates the law. Penal Code Section 502 prescribes the penalties relating to computer crimes. Penal Code 11105 and 13300 identify who is permitted access to criminal history information and under what circumstances information may be released. Penal Code Section 11140-11144 and 13301-13305 prescribe penalties for misuse of criminal history information. Government Code Section 6200 prescribes the felony penalties for misuse of public records and California Law Enforcement Telecommunications Systems (CLETS) information. Labor Code Section 432.7 prescribes penalties for misuse of certain criminal record information in employment decisions.

Penal Code Sections 11142 and 13303 state:

Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information to a person not authorized by law to receive the record or information is guilty of a misdemeanor.

Any employee who is responsible for such misuse of criminal record information may be subject to discipline up to and including immediate termination. Violations of this law may also result in criminal and/or civil action.

**CITY OF LA PUENTE EMPLOYEE
ACKNOWLEDGMENTY OF KEY CITY POLICIES**

I hereby acknowledge receiving and reading a copy of the City's Policy and Procedures Handbook, and specifically I confirm that I have read the following key policies:

Employee Initial	Policy
	Prevention of Harassment, Discrimination and Retaliation
	Respectful Workplace
	Workplace Violence Prevention Plan
	Drug and Alcohol-free Workplace
	Nepotism and Fraternization
	Information Technology, including: • Use of City Computer Systems, Internet, E-mail, and Telecommunication Devices • Use of Personal Cellular and/or Wireless Devices • Social Media
	Fraud Prevention and Detection
	Vehicle Usage
	Criminal Background Checks
	Injury & Illness Prevention Program

A copy of this form will be placed in the employee's Personnel file maintained by the City's delegated Human Resources Staff.

Violations of these policies will be dealt with in the same manner as violations of other City policies and may result in disciplinary review. In such a review, a full range of disciplinary recourse is available, including dismissal from employment and legal action.

I understand that violation of these Council Policies may result in disciplinary action, up to and including dismissal.

Name: _____
(Printed or typed)

Signature: _____ Date: _____

**City of La Puente
California**



**AT-WILL EMPLOYEES
COMPREHENSIVE PERSONNEL
POLICY HANDBOOK**

**Based on Revised Version of Regular Employees Handbook
Adopted: October 22, 2024**

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CHAPTER 1: GENERAL PROVISIONS AND APPLICABILITY

Purpose: The purpose of these City of La Puente ("City") personnel policies, rules, and regulations is to provide consistency and structure in the administration of personnel matters, and to achieve a common understanding of certain basic City policies and procedures, which generally apply in all circumstances. These rules are not intended to supersede any Memoranda of Understanding and any amendments, employer-employee resolutions, or employment contracts. To the extent these rules are inconsistent, the Memorandum of Understanding (collective bargaining agreement) and any amendments, employer-employee resolution, or employment contracts will control. In addition, these rules are not intended to supplant appropriate managerial discretion in matters not specifically addressed by these rules.

Applicability: The policies, rules, and regulations stated in this document apply to all City employees considered at-will, volunteers, interns, contract employees, and any other individuals engaged with the City, as applicable.

This document does not apply to City employees considered regular, Council Members, Commissioners, Committee members, or other individuals working with the City unless applicable federal or state law indicates otherwise. These individuals are covered by the policies, rules, and regulations found in the City's Regular Employee handbook.

For additional information regarding at-will positions, please see Title 2 (Administration) of the City's Municipal Code .

Incumbents in the City job classifications that are identified in the ordinance as at will, do not have the same rights, particularly with regard to progressive discipline as other employees considered 'regular' employees.

Violation: Violation of the provisions of these policies, rules, and regulations shall be grounds for appropriate disciplinary action, up to and including termination of employment, in addition to any other penalties provided by law.

Duties Delegable: The duties and responsibilities assigned to the City Manager, department heads, and other supervisors may be delegated to other responsible employees as appropriate.

Amendment: These policies, rules, and regulations may be amended by the City Council after meeting and consulting with the appropriate employee units.

CHAPTER 2: LEGAL

Section 2.1: Prevention of Harassment, Discrimination, and Retaliation Policy

The City is committed to providing a work environment that is free from harassment (including sexual harassment), bullying, discrimination, and retaliation. In keeping with this commitment, the City maintains a strict policy prohibiting such conduct.

The purpose of this policy is to define and expressly prohibit all harassing, bullying, discriminatory, and retaliatory conduct in the workplace, as well as the condoning or perpetuating of such conduct, and to establish an efficient means for reporting and resolving complaints of harassment, bullying, discrimination,

and retaliation against any individual who reports harassment, bullying, discrimination, or retaliation, or who participates in an investigation of such reports.

Harassment, bullying, discrimination, and retaliation can decrease work productivity, decrease morale, and cause emotional and physical damage. Incidents of discrimination, bullying, harassment, and retaliation can result in serious economic implications such as high turnover, ineffective use of time during working hours, costly salaries paid for nonproductive work hours, and employee absences due to hearings and meetings related to discrimination, bullying, harassment, and retaliation complaints.

The City expressly prohibits discrimination and harassment of all applicants, employees, volunteers, interns, Council members, Commissioners, Committee members, contract employees, and any other individuals engaged with the City on the basis of race, color, national origin, ancestry, including hair styles based on race, national origin and ancestry, religion, creed, physical or mental disability, medical condition, pregnancy, childbirth or related medical conditions, veteran status, sexual orientation, gender identity or expression, genetic information, marital status, military or veteran status, sex, age over 40 years or any other basis protected by applicable federal, state, or local law, including association with individuals with these protected characteristics or perception that an individual has one or more of these protected characteristics.

The City also prohibits retaliation against any individual who files a complaint of discrimination or harassment pursuant to this Policy, or against any individual who assists someone with filing a complaint of discrimination or harassment, who participates in any manner in an investigation or resolution of a complaint of discrimination or harassment, or who otherwise opposes conduct they reasonably believe to be unlawful discrimination or harassment.

The City considers harassment, bullying, discrimination, and retaliation to be a serious offense and is firmly committed to the philosophy that every employee, volunteer, intern, or contract worker has the right to work in an environment free from such treatment. Employees are expected to adhere to a standard of conduct that is respectful to all persons within the work environment and compliant with this Policy and all applicable federal, state, and local laws and regulations governing workplace conduct. The City will neither tolerate nor condone harassment of employees by managers, supervisors, co-workers, elected/appointed officials, or persons with whom the City has a business, service, or professional relationship.

Any employee found to have engaged in conduct in violation of this Policy will be subject to appropriate disciplinary action, up to and including termination. Employees may be subject to discipline for engaging in discriminatory or harassing conduct that does not meet the definition of harassment under the law, but that, if repeated or allowed to continue, might meet that definition. The City will also take appropriate action to address violations of this Policy by non-employees.

The City trusts that employees, contract workers, City officials, volunteers, and interns will act responsibly to establish a respectful environment free of discrimination, bullying, harassment, or retaliation. The City encourages all employees, contract workers, volunteers, and interns to raise questions regarding discrimination, bullying, harassment, or retaliation with their immediate supervisor, department head, or the Personnel Officer.

A. Definitions

1. Legally Protected Categories

- a. Race (including traits historically associated with race, including, but not limited to, hair texture and protective hairstyles, per the CROWN Act of 2019)
- b. Color
- c. National origin (including discrimination based on possessing a driver's license indicating "this card is not acceptable for official federal purposes")
- d. Ancestry
- e. Religious creed (including religious dress and grooming practices)
- f. Physical or mental disability
- g. Reproductive health decision-making
- h. Medical condition
- i. Genetic information
- j. Sexual orientation
- k. Gender identity or expression
- l. Sex (including pregnancy, childbirth, breastfeeding, or related medical conditions)
- m. Marital status
- n. Military or veteran status
- o. Age over 40 years
- p. or any other basis protected by applicable federal, state, or local law, including association with individuals with these protected characteristics or perception that an individual has one or more of these protected characteristics.

2. Harassment

Harassment is unwelcome verbal, visual, written, or physical conduct based on a person's actual or perceived membership in a protected category, or association with an individual in a protected category that is sufficiently severe or pervasive to have the effect or purpose of: creating an intimidating, hostile or offensive work environment; unreasonably interfering with an individual's work performance; or otherwise adversely affecting an individual's employment opportunities.

Harassing conduct can take many forms and includes, but is not limited to, slurs, jokes, statements, gestures, pictures, or computer images regarding an employee, applicant, volunteer, intern, or contract worker's legally protected characteristic. Harassment in the workplace is prohibited whether it involves a co-worker, supervisor, or manager, or by third parties doing business with or for the City.

3. Sexual harassment

Sexual harassment is conduct that constitutes an unwelcome sexual advance, proposition, or request for sexual favors or dating, or any other verbal, visual, or physical conduct of a sexual nature or directed at an individual because of their sex when:

- a. Submission to such conduct is made a term or condition of employment or relates to the conditional receipt of employment benefits, such as hiring, compensation and advancement; or
- b. Submission to or rejection of such conduct is used as basis for making employment decisions affecting the individual; or
- c. Such conduct is severe or pervasive to the extent that it has the purpose or effect of unreasonably interfering with an employee's work performance or creates an intimidating, hostile, or offensive working environment.

Sexual harassment can occur between members of the same or opposite sex. Sexual harassment need not be motivated by sexual desire. Sexual harassment on the job is prohibited whether it involves co-worker harassment, a supervisor, City Official, a subordinate, or a third parties doing business with or for the City.

Examples of conduct that can constitute unlawful harassment or sexual harassment include, but are not limited to, the following:

- a. Verbal harassment: Verbal sexual advances or propositions, jokes, epithets, derogatory comments or slurs, graphic commentaries about an individual's body or other suggestive or offensive comments made on the basis of a legally protected category; and
- b. Physical harassment: Assault, unwanted or unsolicited touching, impeding, or blocking movement, interference with normal work movement, massages, sitting on laps, or physical behavior of any type based upon a legally protected category; and
- c. Visual harassment: Leering, derogatory gestures, inappropriate or offensive posters, notices, bulletins, cartoons, drawings, e-mails, content displayed from a computer or cell phone, or other depictions related to a legally protected category; and/or
- d. Unwelcome sexual conduct: Unwelcome sexual advances or propositions, requests for sexual favors, requests for dates, verbal abuse of a sexual nature, verbal commentary about an individual's body, dress or appearance, sexually explicit jokes, sexually degrading language, suggestive or obscene communications, and other verbal, visual or physical conduct of a sexual nature.

4. Discrimination

Discrimination is the unequal or unfair treatment of an individual in any aspect of employment based solely or in part on the individual's membership in a legally protected category, association with individual(s) in a legally protected category, or perception of being in a legally protected category. Discriminatory conduct may include, but is not limited to: hostile or demeaning behavior towards applicants or employees because of their protected category; allowing the applicant's or employee's protected category to be a factor in hiring, promotion, compensation or other employment related decisions unless otherwise permitted by applicable law, and providing unwarranted assistance or withholding work-related assistance, cooperation, and/or information to applicants or employees because of their membership in a protected category.

5. Protected Activity

Examples of conduct that can constitute protected activity include, but are not limited to, the following:

- a. Protected good faith opposition to or reporting of perceived or actual discrimination, harassment, and/or retaliation, or refusing to tolerate or engage in prohibited conduct, or threatening to file a complaint with any federal, state, or administrative agency or court. Protected opposition also includes a complaint or protest made on behalf of another employee or made by the employee's representative. Complaints or oppositions that are intentionally false and/or not made in good faith are not protected; and/or
- b. Protected participation such as filing a complaint, charge, testifying, assisting, or in any way participating in any internal or administrative investigation, proceeding, or hearing, and/or litigation under federal or state statutes.

6. Adverse Impact/Retaliation

Retaliation is taking adverse employment action against an individual because the individual either reports in good faith or opposes a practice that the individual reasonably believes constitutes employment discrimination, harassment, or retaliation, or participates in any manner in an investigation or proceeding related to allegations of employment discrimination, harassment, or retaliation.

Examples of conduct that can constitute an adverse employment action include, but are not limited to, the following:

- a. denial of promotion
- b. refusal to hire
- c. denial of job benefits
- d. demotion
- e. suspension
- f. discharge

Adverse actions may also include threats, reprisals, and adverse treatment that in the circumstances could dissuade or intimidate a reasonable person from raising a concern about a workplace condition or activity.

7. Supervisor

An employee with the authority to direct employees, address or respond to grievances, hire, transfer, suspend, layoff, recall, promote, discharge, assign, regard, or discipline other employees, or make such recommendations, if, in connection with the foregoing, the exercise of that authority is not merely of a routine or clerical nature, but requires the use of independent judgement.

8. City Official

Any elected or appointed member of the City's legislative body.

Employees should contact their supervisor or other supervisory employee or the Personnel Officer with any questions regarding these definitions, or if they are uncertain about what constitutes prohibited discrimination, harassment, sexual harassment, or retaliation under this Policy.

B. Reporting Harassment, Discrimination, Or Retaliation

An employee who believes that they have been the recipient of harassment, discrimination, or retaliation should report the incident immediately to a supervisor or delegated Human Resources Staff. An employee who believes that they have been the recipient of illegal harassment, discrimination, or retaliation should report the incident immediately and to the extent possible follow the steps outlined in the Complaint Resolution Procedure (See Section 2.4) so that the complaint can be resolved quickly and fairly.

Section 2.2: Respectful Workplace Policy

The City is committed to providing a work environment where all employees and contracted staff work in an environment of respect, collaboration, dignity, openness, safety, and equality; and where the workplace is free from negative, and inappropriate behaviors. The purpose of this policy is to provide a respectful

workplace and prohibit workplace bullying. It reinforces the City's other policies prohibiting unlawful harassment and unlawful discrimination.

All complaints of harassment or bullying behaviors will be taken seriously and followed through to resolution. Employees who file complaints will not be victimized for "whistle-blowing" or reporting others for their inappropriate behavior.

All persons involved in the operation of the City and receiving services by its employees have the right to dignity and respect. This policy extends to all employees, supervisors, and all persons involved in the operation of the City including members of the City Council, Commissioners, consultants working on City-related projects, clients, customers, and other business contacts and third parties who may encounter employees in the course of their work for the City. It also covers off-site and work-related social events.

A. Acceptable and Healthy Workplace Behaviors

Acceptable and healthy workplace behaviors are any behaviors that promote respect, positivity, and civility in our workplace. They include, but are not limited to:

1. Using respectful, supportive, and encouraging language in all interactions, no matter the subject of conversation.
2. Politely offering your thoughts or disagreements on an issue.
3. Listening to your peers with an open mind and engaging with others with a true desire for resolution.
4. Being open to innovative and creative ideas, even if they seem impossible to achieve at first.
5. Giving peers direct, solution-oriented, constructive feedback.
6. Recognizing and expressing appreciation for work done correctly and in a timely manner.
7. Maintaining a positive attitude with all co-workers, clients, and customers.

B. Workplace Bullying Defined

Workplace bullying is defined as systematic aggressive communication, manipulation of work, and acts aimed at humiliating or degrading one or more individual that create an unhealthy and unprofessional power imbalance, resulting in psychological consequences for targets and witnesses of the behavior, and cause damage to an organization's bottom line.

The following types of behaviors are well recognized as having damaging consequences for their recipients, the observers of the behavior, and the City and are therefore not tolerated.

Examples of disrespectful/bullying behaviors may include, but are not limited to:

1. Inappropriate gestures; visual staring; harassment; behaviors that are threatening or intimidating; coercing others; or abusive, offensive, and demeaning behaviors.
2. Excessive yelling, repeated emotional outbursts, berating others, using a harsh tone of voice.
3. Talking down to others or using degrading remarks or tone of voice.
4. Criticizing or pointing out mistakes to others in front of a group; using a condescending tone.
5. Social exclusion or ostracism, ignoring others, silent treatment.
6. Treating some less favorably than others.
7. Undermining another's work by giving impossible to meet deadlines or workloads.
8. Excessive monitoring of work or unnecessary micromanagement.
9. Arbitrary or punitive punishment without cause; inconsistent discipline.

10. Withholding pertinent work-related information; undermining another's work by not giving them enough information to do what is required of them.
11. Gossiping or spreading rumors.
12. Manipulating a person's job content; unwarranted removal of core responsibilities.
13. Blaming others for things out of their control.
14. Acting "out to get" others.
15. Making threats; using intimidating tactics.
16. Making humiliating or degrading remarks about a person online (i.e., cyberbullying).
17. Any malicious behavior a reasonable person would find unprofessional, disturbing, and harmful to their psychological health.

C. Management Responsibility

Management and others in positions of authority and workplace representatives have a responsibility to ensure that healthy and appropriate behaviors are always being exhibited and that complaints are addressed speedily. Management will:

1. Provide good examples by treating all with courtesy and respect.
2. Promote awareness of the policy and complaint procedures.
3. Be vigilant for signs of inappropriate behaviors at work through observation and information seeking and take action to resolve the behavior before it escalates.
4. Explain the procedures to be followed if a complaint of inappropriate behavior at work is made.
5. Ensure that an employee making a complaint is not retaliated against (victimized) for making a complaint and immediately deal with such behavior if it occurs.
6. Monitor and follow up the situation after a complaint is made to prevent recurrence of the behavior.

D. Employee and Witness Responsibilities

All employees, whether considered full-time, part-time, or contract/temporary must contribute to achieving a work environment that does not tolerate harassment, discrimination, disrespectful and/or bullying behavior at work. All employees should do their best to always engage in respectful interactions. If they believe that non-respectful/bullying activities are taking place, they should report to their supervisor or delegated Human Resources Staff what they see in the workplace as it relates to behaviors defined as unacceptable.

Employees should also cooperate with preventative measures introduced by management and recognize that a finding of unacceptable behaviors at work will be dealt with through appropriate disciplinary procedures. Equally, a finding of vexatious complaints will also be dealt with through appropriate disciplinary procedures.

E. Process for Investigation and Resolution of Complaints

An employee who believes that they have been the recipient of disrespectful or bullying behavior should report the incident immediately to a supervisor or delegated Human Resources Staff. An employee who believes that they have been the recipient of illegal harassment, discrimination, disrespectful /bullying behavior should report the incident immediately and to the extent possible follow the steps outlined in the Complaint Resolution Procedure (See Section 2.4) so that the complaint can be resolved quickly and fairly.

Section 2.3: Workplace Violence Policy

The City is committed to providing a safe, violence-free workplace. For that reason, the City strictly prohibits appointed or elected officials, employees, consultants, contractors, customers, visitors, volunteers or anyone else on City premises or engaging in a City-related activity from behaving in a violent or threatening manner. For purposes of this policy, the workplace includes any location where City business is conducted, including but not limited to City-owned or leased buildings and surrounding areas, such as sidewalks, walkways, driveways, and parking lots under the City's ownership or control. This policy also applies to all City-owned or leased vehicles and all vehicles that come onto City property.

Consistent with this policy, acts or threats, whether verbal, written, or physical, of violence, including intimidation, harassment, and/or coercion, which involve or affect City employees, will not be tolerated and will be subject to appropriate disciplinary action, up to and including termination. In addition, a violation of this policy may lead to criminal prosecution.

This policy establishes, implements, and maintains an effective workplace violence prevention plan as required by SB 553 (Labor Code § 6401.9). Our Workplace Violence Prevention (WVP) plan is available upon request for examination and copying to our employees, their representatives, and the Chief of Cal/OSHA's designee. Our policy addresses the hazards known to be associated with the four types of workplace violence as defined by Labor Code (LC) section 6401.9.

A. Definitions

1. Emergency

Unanticipated circumstances that can be life threatening or pose a risk of significant injuries to employees or other persons.

2. Engineering controls

An aspect of the built space or a device that removes a hazard from the workplace or creates a barrier between the employee and the hazard.

3. Log

The violent incident log required by LC section 6401.9.

4. Plan

The workplace violence prevention plan required by LC section 6401.9.

5. Serious injury or illness

Any injury or illness occurring in a place of employment or in connection with any employment that requires inpatient hospitalization for other than medical observation or diagnostic testing, or in which an employee suffers an amputation, the loss of an eye, or any serious degree of permanent disfigurement, but does not include any injury or illness or death caused by an accident on a public street or highway, unless the accident occurred in a construction zone.

6. Threat of violence

Any verbal or written statement, including, but not limited to, texts, electronic messages, social media messages, or other online posts, or any behavioral or physical conduct, that conveys an intent, or that is reasonably perceived to convey an intent, to cause physical harm or to place someone in fear of physical harm, and that serves no legitimate purpose.

B. Workplace Violence Defined

1. Workplace Violence

Any act of violence or threat of violence that occurs in a place of employment. Workplace violence does not include lawful acts of self-defense or defense of others.

2. Work practice controls

Procedures and rules which are used to effectively reduce workplace violence hazards.

3. Workplace violence includes, but is not limited to, the following:

- a. Threats of any kind;
- b. The threat or use of physical force against an employee that results in, or has a high likelihood of resulting in, injury, psychological trauma, or stress, regardless of whether the employee sustains an injury;
- c. Other behavior that suggests a propensity toward violence, which can include belligerent speech, excessive arguing or swearing, sabotage, or threats of sabotage of City property, or a demonstrated pattern of refusal to follow City policies and procedures;
- d. Defacing City property or causing physical damage to the facilities;
- e. Bringing weapons or firearms of any kind on City property, in City parking lots, or while conducting City business (with the exception of public safety personnel permitted to carry weapons or firearms).
- f. An incident involving a threat or use of a firearm or other dangerous weapon, including the use of common objects as weapons, regardless of whether the employee sustains an injury.

4. The following four workplace violence types:

- a. **Type 1:** Workplace violence committed by a person who has no legitimate business at the worksite and includes violent acts by anyone who enters the workplace or approaches employees with the intent to commit a crime.
- b. **Type 2:** Workplace violence directed at employees by customers, clients, patients, students, inmates, or visitors.
- c. **Type 3:** Workplace violence against an employee by a present or former employee, supervisor, or manager.
- d. **Type 4:** Workplace violence committed in the workplace by a person who does not work there but has or is known to have had a personal relationship with an employee.

C. Responsibility and Authority

The Personnel Officer, or their designee, is the designated WVP Plan Administrator and has the authority and responsibility for developing, implementing, and maintaining this plan and conducting or

overseeing any investigations of workplace violence reports. The Personnel Officer, or their designee, will also be able to answer employee questions concerning this plan.

The Personnel Officer shall solicit feedback and input from Department Heads, employees, and their authorized representatives in developing and implementing the WVP plan. Active involvement of employees could include, but is not limited to, their participation in identifying, evaluating, and correcting workplace violence hazards; in designing and implementing training; and in reporting and investigating workplace violence incidents.

The Personnel Officer, or their assigned designee, shall coordinate implementation of the workplace violence prevention plan with other employers (ex. contracted security staff and other employers on site), when applicable, to ensure those employers and their employees understand their respective roles as provided in the plan. These other employers and their staff shall be provided with training on the City's workplace violence prevention plan.

D. Responsibilities of Department Heads, Managers, and Supervisors

1. Implementing the plan in their work areas;
2. Providing input to the Personnel Officer regarding the plan;
3. Participating in investigations of workplace violence reports; and
4. Informing and updating employees of the status or results of investigations and any corrective actions to be taken; and
5. Answering employee questions concerning this plan.

E. Responsibilities of Employees

1. Complying with the plan;
2. Maintaining a violence-free work environment;
3. Attending all training;
4. Following all directives, policies, and procedures; and
5. Reporting suspicious persons in the area and alerting the proper authorities when necessary.

F. Employee Communication and Training

Managers and supervisors are responsible for communicating with employees about workplace violence in a form readily understandable by all employees.

Employees are encouraged to inform their supervisors about any threats of violence or workplace violence. Employees may visit the designated Human Resources staff and report their incidents for documenting on the Workplace Violent Incident Log. No employee will be disciplined for reporting any threats of violence or workplace violence.

After the employee has reported their concerns about any threats of violence or workplace violence to their supervisor, the supervisor will report this information to the Personnel Officer who will investigate the incident. The Personnel Officer will then inform the employee of the results of their investigation and any corrective actions to be taken as part of the City's responsibility in complying with hazard correction measures outlined in the WVP plan.

Any employee who believes he or she has the potential of violent behavior is encouraged to contact the Personnel Officer.

Employees assigned to respond to alerts, alarms, or systems that are in place to warn others will receive additional training that includes:

1. General and personal safety measures;
2. Aggression and violence predicting factors;
3. The assault cycle;
4. Characteristics of aggressive and violent persons;
5. Verbal intervention and de-escalation techniques and physical maneuvers to defuse and prevent violent behavior;
6. Strategies to prevent physical harm;
7. Appropriate and inappropriate use of restraining techniques and medications as chemical restraints in accordance with Title 22; and
8. An opportunity to practice the taught maneuvers and techniques, including a debriefing session.

Training will occur:

1. When the plan is first established and as it is amended;
2. At time of hire or transfer;
3. Annually for employees and supervisors performing public services activities;
4. Annually for employees assigned to respond to internal alerts, alarms, or systems;
5. When new equipment or work practices are introduced; and
6. When a new or previously unrecognized workplace violence hazard has been identified.

Employees who receive training in a form other than in person will have the opportunity to meet with their supervisor or Personnel Officer within one business day of the training for interactive questions to be answered.

G. Procedures

In the event of an actual or potential workplace violence emergency, the Personnel Officer or an assigned designee(s) will alert employees of the presence, location, and nature of the workplace violence. All employees should respond following the methods listed based on the levels of violence below:

1. Level I (Warning Signs): When a person tries to intimidate or bully others, is discourteous or disrespectful, is uncooperative or verbally abusive:
 - a. Observe the situation and behavior in question.
 - b. Report to the supervisor to seek help. The supervisor should take over and deescalate the situation. If unable to assist, report to the next level of authority.
 - c. If the offending person is the immediate supervisor, the employee should notify the next level of supervisor or manager.
 - d. If the offending person is an employee, the supervisor should meet with the employee in private at a scheduled time and place with the necessary union representative to discuss the situation, identify corrective actions, and set a standard of behavior and performances with an established time frame for improvement. Failure to correct the behavior will result in discipline.

2. Level II (Escalation): When a person argues with co-workers or management, refuses to obey agency policies, verbalizes wishes to hurt others, or sends threatening notes:
 - a. If warranted, Call 911
 - b. Immediately contact the supervisor.
 - c. If necessary, secure your safety and that of others.
 - d. Document the observed behavior.
 - e. If the offending person is an employee, the supervisor should meet with the employee:
 - i. Call for assistance if necessary.
 - ii. Speak to the employee and avoid an audience.
 - iii. Remain calm and speak clearly and ask questions to assess the employee's situation (i.e., What can I do to help you, what is the issue).
 - iv. If necessary, begin progressive discipline.
3. Level III (Emergency Response): When the person displays intense anger resulting in suicidal threats, physical fights, destruction of property, rage, and utilization of dangerous weapons to harm others:
 - a. Secure personal safety first.
 - b. Call 9-1-1
 - c. Contact the supervisor or the Personnel Officer and leave the area if your safety is at risk.
 - d. Cooperate with law enforcement who will assume control of the situation once they arrive. Witnesses must be prepared to provide a description of the violent behavior and the individual.
 - e. Supervisors must document the situation. If the offending person is an employee, begin progressive discipline.

When any employee becomes aware of an actual or potential workplace violence emergency, they shall notify their supervisor and the Personnel Officer.

In all types of workplace violence, employees shall implement the run, hide, fight protocols where appropriate. Evacuation routes and sheltering locations will be communicated to affected staff. If employees are not able to evacuate or shelter in place, they are authorized to take all reasonable actions necessary to fight or subdue an active shooter or assailant.

H. Reporting Workplace Violence Concerns

Employees who witness or experience threats of violence or workplace violence can report the incident to their immediate supervisor, Personnel Officer, or delegated Human Resources Staff. Employees may report anonymously and without fear of reprisal by submitting the incident in writing to delegated Human Resource Staff.

An employee who believes that they have been the recipient of violent or threatening behavior should report the incident immediately and to the extent possible follow the steps outlined in the Complaint Resolution Procedure (See Section 2.4) so that the complaint can be resolved quickly and fairly.

If an employee believes they are being harassed or threatened by the City Manager, or a member of the City Council, the employee is encouraged to report such incidents to the City Attorney. The report can be made in writing or verbally and should include all relevant details of the incident(s) and any witnesses if applicable.

I. Restraining Order

In the event of any employee experiencing unlawful violence or a credible threat of violence in the workplace, the City and the collective bargaining representative of the employee, provided the representative serves in that capacity for the employee in employment or labor matters at the workplace, has the right to seek legal protection including temporary restraining orders and court hearings for the affected employee and potentially other employees.

Employees or other personnel affiliated with the City who have an active restraining order issued against another person that includes the workplace are encouraged to provide a copy of the restraining order to their supervisor and the Personnel Officer. Supervisors who receive notification of a restraining order that includes the workplace will meet with the Personnel Officer to decide what actions, if any, need to be initiated.

J. Workplace Violence Hazard Identification and Evaluation

The Personnel Officer will conduct a workplace violence hazard assessment to effectively identify and evaluate potential hazards. Workplace hazard assessments shall be conducted:

1. When the WVPP is first established;
2. Following the annual review of the past year's workplace violence incidents;
3. During periodic physical security assessments.

The Workplace Violence Prevention Environmental Hazard Assessment & Control Checklist can be located with designated Human Resources staff for review. This checklist will be used to assist with the security assessment. Inspections are performed according to the following schedule:

1. Once a year;
2. As deemed necessary by the Personnel Officer;
3. When the plan is implemented;
4. When new, previously unidentified workplace violence/security hazards are recognized; and
5. When workplace violence injuries or threats of injury occur.

K. Workplace Violence Hazard Correction

Work practice controls will be used to correct unsafe work conditions, practices, or procedures that threaten the security of employees.

Work practice controls are defined as procedures, rules, and staffing that are used to effectively reduce workplace violence hazards. Work practice controls may include, but are not limited to:

1. Appropriate staffing levels;
2. Provision of dedicated safety personnel (i.e. security guards);
3. Employee training on workplace violence prevention methods; and
4. Employee training on procedures to follow in the event of a workplace violence incident.

Corrective actions will be implemented in a timely manner. If an imminent workplace violence hazard exists that cannot be immediately abated without endangering employee(s), all exposed employee(s) will be removed from the situation except those necessary to correct the existing condition. Employees that are essential to the correction of the hazardous condition will be provided with the necessary

protection and equipment. All corrective actions taken will be documented and dated on the appropriate forms.

L. Recordkeeping

Records of workplace violence hazard identification, evaluation, and correction will be maintained for five years in accordance with the recordkeeping requirements of Labor Code § 6401.9 (SB 553), as may be amended from time to time.

Training for each employee, including the employee's name, training dates, type of training, and training provider will be maintained for a minimum one year.

Records of violent incidents (Workplace Violent Incident Log) will be maintained for a minimum of five years in the Human Resources Department.

M. Annual Review and Revision of the Workplace Violence and Prevention Plan

The City's Workplace Violence Prevention Plan will be reviewed annually and updated as needed considering the following criteria:

1. Staffing;
2. Sufficiency of security systems;
3. Job, equipment, and facility design and risks;
4. Modifications or additions to tasks and procedures that affect plan implementation;
5. Newly identified hazards;
6. Prior year incidents;
7. Identified deficiencies; and
8. Feedback provided by employees and their authorized representatives.

Section 2.4: Investigation and Resolution of Complaints

The City encourages all employees to immediately report any incidents of harassment, discriminatory, disrespectful, bullying behavior, and/or workplace violence so that complaints can be quickly and fairly resolved. The complaints filed under this policy include complaints about unlawful harassment, unlawful discrimination, disrespectful and bullying behaviors, and workplace violence.

The aim and objectives of a formal complaint process include a thorough investigation of allegations of illegal, negative, aggressive, and inappropriate behaviors that are defined in the policies of this Chapter, or if not defined, appear to be actions of an illegal and/or of a disrespectful nature. Employees should contact their supervisor or other supervisory employee, or the Personnel Officer with any questions regarding these definitions, or if they are uncertain about what constitutes prohibited discrimination, bullying, harassment, sexual harassment, retaliation, or workplace violence under this Policy.

City management is expected to be readily available and receptive to complaints of sexual or other harassment, discrimination, bullying, workplace violence, and retaliation. Any employee, applicant, intern, volunteer, contract worker, or City Official who believes they have been discriminated against, bullied, harassed, or retaliated against in violation of this Policy are encouraged to promptly report the incident and the individuals involved.

The time limit for reporting is set by California Law and is followed by the City. Complaints of discrimination, harassment, and retaliation are most effectively addressed at the earliest possible stage; the City encourages early reporting for example, within a year of an occurrence of such concerns.

Any employee, applicant, contract worker, intern, or volunteer who experiences or witnesses any behavior or conduct that they believe violate this policy are encouraged, but not required, to immediately inform the offending individual that the behavior is inappropriate and, if they feel comfortable doing so, to tell the offending individual to stop the behavior. A decision not to confront the person does not prevent the employee from filing a complaint, nor does it in any way exonerate the accused person.

Employees, applicants, contract workers, interns, and volunteers should also immediately report the alleged violation to their supervisor, manager, Director, delegated Human Resources Staff, or the Personnel Officer as appropriate. If the alleged offender is the individual's supervisor or manager, or if the individual does not feel that the matter can be discussed with their immediate supervisor, or another supervisor, the individual should contact the Personnel Officer and arrange for a meeting to discuss the complaint. Individuals who do not feel that the matter can be discussed with the Personnel Officer should contact the City Attorney and arrange for a meeting to discuss their complaint.

A. Complaint Procedure

The City cannot resolve discrimination, harassment, or retaliation problems unless it knows about them. Therefore, it is critical that these kinds of problems are brought to the attention of the City so that the necessary steps can be taken to correct the problem.

A complaint may be brought forward verbally or in writing. While a verbal complaint will be acted upon, written documentation will be requested to confirm the allegation(s). Complaints should be made as soon as possible following the incident, and should include the following information:

1. The complainant's name, department and position title.
2. The name of the person or persons committing the alleged discrimination, harassment, or retaliation, including their titles, if known.
3. The specific nature of the alleged discrimination, harassment, or retaliation, how long it has gone on, and any employment action such as demotion, failure to promote, dismissal, refusal to hire, or transfer taken against the complainant as a result of the discrimination, harassment, or retaliation, or any other threats made against the complainant as a result of the alleged discrimination, harassment, or retaliation.
4. Witnesses to the alleged discrimination, harassment, or retaliation.
5. Whether the complainant has previously reported such alleged discrimination, harassment, or retaliation, and, if so, when and to whom.

B. No Retaliation for Filing a Complaint or Participating in an Investigation

The City will not retaliate against any individual for good faith opposition to or the reporting of discrimination, sexual or other harassment, or retaliation. It is also unlawful for an employer to retaliate against employees who reports or opposes practices prohibited by state and federal law, files complaints, or otherwise participates in an investigation, proceeding or hearing conducted by the California Civil Rights Department ("CRD") or the federal Equal Employment Opportunity Commission ("EEOC"). Similarly, the City will not tolerate employees who interfere with internal or administrative investigations and/or complaint procedures.

Employees are reminded that the City protects employees from sexual or other harassment by non-employees, such as volunteers, interns, contractors, vendors, or visitors. Any employee who is the victim of harassment by a non-employee or observes this conduct toward another City employee should report such harassment to their immediate supervisor, and appropriate action will be taken.

Employees who observe or are advised about the sexual or other harassment and/or discrimination of another employee, volunteer, or intern are encouraged to follow these reporting procedures.

C. Supervisor Reporting Obligations

Any supervisor who receives a complaint of discrimination, harassment, or retaliation, or otherwise witnesses or becomes aware of potential discrimination, harassment, or retaliation is required to report the conduct immediately to delegated Human Resources Staff or the Personnel Officer.

A supervisor who fails to report potential discrimination, harassment, or retaliation that the supervisor knew or should have about in the normal course and scope of their supervisory duties will be subject to discipline, up to and including termination.

D. Anonymous Complaints

Employees, applicants, contract workers, interns, or volunteers who wish to make a complaint of discrimination, harassment, and/or retaliation, but is uncomfortable disclosing their identity may file a complaint anonymously with the Personnel Officer. Individuals should understand, however, that anonymity in the complaint procedure may compromise the City's ability to complete a thorough investigation.

Individuals should also be aware that if the City learns of the identity of an anonymous complainant, the City cannot guarantee that their identity will remain confidential, if the City determines in its sole and absolute discretion that disclosure is necessary to complete any investigation.

E. Investigation of Complaints

All incidents of discrimination, harassment, and/or retaliation that are reported shall be investigated by qualified personnel. The City will immediately undertake or direct an effective, thorough, impartial, and objective investigation of the discrimination, harassment, and/or retaliation allegations.

The investigation will include obtaining information from the person accused of harassment, discrimination, or retaliation and anyone who may have witnessed the alleged misconduct. Anyone with information to assist the City with the investigation of an alleged violation of this Policy should contact the Personnel Officer. Failure to follow this Policy may subject employees to discipline, up to and including termination.

Employees involved in the investigation may be placed on administrative leave until the conclusion of the investigation when necessary to protect the parties involved.

The City will document each complaint and track each investigation to ensure reasonable progress, timely closure, and that findings are made based on the evidence collected. The findings of the investigation will be communicated to both the complainant and the accused.

F. Confidentiality

Maintaining appropriate confidentiality during the investigation process helps to encourage the reporting of potential discrimination, harassment, and retaliation and to protect the privacy rights of all parties involved. All investigations related to a complaint under this Policy will be conducted in a confidential manner to the extent possible and with respect for the rights of all individuals involved. Complete confidentiality, however, cannot be guaranteed when it interferes with the City's ability to fulfill its obligations under this Policy, or when disclosure of information pertaining to the complaint or investigation is required by law.

G. Cooperation with Investigation

All employees involved in an investigation into alleged discrimination, harassment, and/or retaliation are required to fully and truthfully cooperate with the investigation. This includes, but is not limited to, maintaining an appropriate level of discretion regarding the investigation, and disclosing any and all information that may be pertinent to the investigation. Employees may discuss their investigation interview with their designated representative. Failure to fully and truthfully cooperate with the investigation is grounds for disciplinary action, up to and including termination.

H. No Retaliation

All employees are prohibited from engaging in retaliation as set forth in this Policy. The City will not retaliate against the employee for filing a complaint and will not knowingly permit retaliation by management employees or coworkers.

I. Determination and Corrective Action

Upon completion of the investigation, if the City determines that conduct in violation of this Policy occurred, the City will take appropriate corrective and preventive action, which may include imposing discipline, up to and including termination. The City will notify both the complaining party and the accused of the findings of the investigation and whether any corrective action has been taken against the accused. The City will not disclose any notes, reports, or other written materials relating to the investigation unless the City deems disclosure necessary to support disciplinary action, to take remedial action, to defend itself in any proceedings, or to comply with the law or court order.

The information and definitions set forth in this Policy are based on the legal definitions of discrimination, harassment, and retaliation. In light of the City's duty to prevent the unlawful discrimination, harassment and retaliation, and its desire to ensure a respectful work environment, the City reserves the right to take appropriate corrective action when an employee engages in inappropriate conduct that does not necessarily meet the legal standards set forth herein. For example, the City may take appropriate corrective action for inappropriate conduct, even if such conduct was not subjectively unwelcome or offensive, or if it does not meet the legal threshold of severe or pervasive.

J. Bad Faith and Intentionally False Complaints

While the City vigorously defends its employees' right to work in an environment free of discrimination, harassment, and retaliation, it also recognizes that false accusations of discrimination, harassment, or retaliation can have serious consequences. Any employee who is found, through the City's investigation, to have deliberately and falsely accused another person of discrimination, harassment, and/or retaliation will be subject to appropriate disciplinary action, up to and including discharge.

K. Additional Enforcement Information

Employees who believe they have been discriminated against, harassed, or retaliated against may also file a complaint of discrimination with the California Civil Rights Department ("CRD") or the U.S. Equal Employment Opportunity Commission (EEOC) using the following contact information:

EEOC: (800) 669-4000 or TTY (800) 669-6820; or online at www.eeoc.gov
CRD: (800) 884-1684 or TTY (800) 700-2320; or online at <https://civildrights.ca.gov/>

The CRD and the EEOC may investigate and prosecute employment harassment, and retaliation complaints. Remedies available through these agencies may include sanctions, fines, injunctions, reinstatement, back pay and damages for emotional distress. There are time limits for filing complaints with the CRD and EEOC. Employees are advised to contact the CRD or EEOC directly to obtain information on the time limits for filing complaints with these agencies.

L. Training And Policy Dissemination

State law requires the City to provide one hour of sexual harassment and abusive conduct prevention training to all non-supervisory employees and two hours of training to identify and prevent sexual harassment, and bullying/abusive conduct to all supervisory employees once every two years. In addition, all persons appointed or promoted to supervisory positions must receive such training within six months of the appointment or promotion, if the supervisory employee is a new hire or was promoted from a non-supervisory position.

In addition, state law requires that City Officials who earn any type of compensation, salary, or stipend receive two hours of sexual harassment prevention training once every two years. This two-hour training must be completed within six months of taking office, and every two years thereafter. A City Official who serves more than one local City or government agency may satisfy the training requirements once every two years; without regard to the number of local agencies they serve.

Section 2.5: Drug and Alcohol-free Workplace Policy

The City is committed to maintaining a workplace that is free of drugs and alcohol and to discourage drug and alcohol abuse ("substance abuse") by applicable persons as defined in Section 1. There is a vital interest in maintaining safe and efficient working conditions for employees. Substance abuse is incompatible with health, safety, efficiency, and success. Employees who are under the influence of alcohol or who have any illegal drugs in their system, or who abuse legal drugs while conducting or performing business endanger their own health and safety and the health and safety of others, and can cause a number of other work-related problems, including absenteeism and tardiness, substandard job performance, increased workloads for coworkers, behavior that disrupts other employees, delays in the completion of work, inferior quality service and disruptions in interactions with members of the public.

This policy governs not only the abuse of alcohol and illegal drugs, but also the use and abuse of legal drugs in the workplace. Employees who find the need to use legal drugs, including prescription and over-the counter drugs, should consult with a health care provider regarding the medication's impact on work and must comply with those provisions set forth in this Policy that address such use.

To further its interest in avoiding accidents, to promote and maintain safe and efficient working conditions for its employees, to protect its business, property, equipment and operations, and to comply with all federal and state requirements, including, but not limited to the Drug Free Workplace Act of 1988 (41 U.S.C. § 8103) and the California Drug Free Workplace Act of 1990 (Gov. Code § 8355), this policy has been

established concerning employee use of alcohol and drugs. As a condition of continued employment, each employee must abide by this policy.

Certain employees may be subject to the Omnibus Transportation Employee Testing Act of 1991 (Pub. L. No. 102-143, 105 Stat. 952, as amended) which requires alcohol and drug-testing of safety-sensitive transportation employees who are required to have a commercial driver's license (49 CFR Parts 40, 382, 391, 392, and 395, as amended). Employees who are required to have a commercial driver's license are covered by this policy to the extent that it conflicts with the commercial driver policy or with the Omnibus Transportation Employee Testing Act of 1991, as amended, the Federal Highway Administration Regulations, as amended, Federal Motor Carrier Safety Administration, as amended, or any other applicable Department of Transportation City regulations governing drug testing of employees required to possess a commercial driver's license.

Nothing in this Policy is intended to diminish the City's commitment to employ qualified disabled individuals or to provide reasonable accommodation to such individuals consistent with all federal, state, and local laws.

A. Definitions

1. Controlled Substances

Any drug or substance that is classified by the federal Drug Enforcement Administration into the five schedules or classes on the basis of their potential for abuse, accepted use, and accepted safety under medical supervision. Examples of controlled substances include, but are not limited to, marijuana metabolites, cocaine metabolites, opiate metabolites, amphetamines, and phencyclidine (PCP).

2. Illegal Drugs or Other Controlled Substances

Any drug or substance that (1) is not legally obtainable under federal or state law; or (2) is legally obtainable but has not been legally obtained; or (3) has been legally obtained but is being sold or distributed unlawfully.

3. Legal Drugs

Any drug, including prescription drugs and over the-counter drugs, that has been legally obtained under federal and state law and that is not unlawfully sold or distributed.

4. Abuse of any Legal Drug

Abuse of any legal drug means the use of any legal drug (i) for any purpose other than the purpose for which it was prescribed or manufactured; or (ii) in a quantity, frequency, or manner that is contrary to the instructions or recommendations of the prescribing physician or manufacturer.

5. Drug Paraphernalia

Drug paraphernalia means any device or instrument used for injecting, smoking, consuming, or otherwise administering a controlled substance or legal and/or illegal drug, which includes, but is not limited to the items set forth in California Health and Safety Code section 11364.

6. Reasonable Suspicion

Reasonable suspicion means a belief based upon objective facts, evidence, or other indicators sufficient to lead a reasonably prudent person to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform their job is reduced. For example, any of the following, alone or in combination, may constitute reasonable suspicion:

- a. Slurred speech;
- b. Alcohol odor on breath;
- c. Cannabis odor on breath/person;
- d. Unsteady walking and movement;
- e. Physical symptoms of impairment (e.g., glassy eyes, eye dilation, shaking, or erratic movement);
- f. An accident involving City property that provides a reasonable basis to believe that the accident was likely to have been caused by impairment from drugs or alcohol;
- g. Physical or verbal altercation;
- h. Unusual behavior;
- i. Job impairment;
- j. Possession of alcohol, drugs, or drug paraphernalia; or
- k. Information obtained from a reliable source with personal knowledge.

[Note: The City has developed a Reasonable Suspicion Report form template for use by supervisors or managers. Please see delegated Human Resources Staff for more details.]

7. Possession

Possession means that an employee has the substance on their person or otherwise under their control.

8. Under the Influence

Under the influence means having drugs and/or alcohol in the employee's system as evidenced by applicable testing procedures, and/or exhibiting conduct or behavior demonstrating that the employee is impaired by drugs or alcohol, including legal drugs.

9. Safety-Sensitive Employees

Safety-sensitive positions include those positions with duties that are fraught with such risks to others that even a momentary lapse of attention can have disastrous consequences, including, but not limited to the following:

- a. Positions that include interaction with children are those in which employees are directly responsible for protecting children or have continuous interaction or supervision that puts them in a position of influence over children; or
- b. Positions that have a history of drug or alcohol use including those where the City has established the existence of documented problems with drug or alcohol use by employees in a particular position or particular department.
- c. Positions that are subject to the Omnibus Transportation Employee Testing Act of 1991 are also classified as "safety-sensitive" as that term is defined by the Department of Transportation regulations and federal law.

- d. The City has analyzed actual job duties performed (or called upon to perform) of all of its employees and has determined that all Code Enforcement, Community Services, and Maintenance positions are considered safety-sensitive for the purposes of this policy.

B. The City's Consent for Use of Legal Drugs

1. Use of Legal Drugs

The City recognizes that it may be necessary for employees to use legal drugs from time to time. The City also recognizes that an employee who is using legal drugs might become impaired by the drug such that the employee's ability to adequately or safely perform is compromised. In order to accommodate employees who might be required to use legal drugs, and to help assure that no serious adverse consequences in the workplace result from such drug use, employees are required to notify the City so that the City can determine if any work restrictions are advisable under circumstances.

2. When Consent is Required

Employees who know or should know that their use of legal drugs might endanger their own safety or the safety of another person, might pose a risk of significant damage to the City's property, or might substantially interfere with their job performance or the efficient operation of the City's business, are obligated to report such drug use to the Personnel Officer and to obtain the City's consent to continue working. The City reserves the right to have either a physician designated by the City or the employee's own physician determine whether it is advisable for the employee to continue working while taking such drugs.

3. Duty to Disclose

Employees who operate or who are responsible in any way for the operation, custody or care of the City's property, or for the safety of other employees or other persons, have a duty to disclose the nature of their job duties to any prescribing physician or pharmacist and to inquire of the physician(s) or pharmacist whether their use of the drugs prescribed might result in the dangers, risks or impairment that this policy is intended to prevent.

4. Restrictions on Work

The City reserves the right to restrict the work activities of any employee who is using legal drugs or prohibit any employee from working entirely while they are using legal drugs.

5. Duty to Refrain from Working

Each employee using legal drugs has a duty to not report for work while impaired by the drug if such impairment might result in serious harm or damage or might interfere with their job performance. Accordingly, even if an employee has obtained the City's consent to continue working while taking legal drugs, the employee will not be authorized to work while impaired by the use of such drug if the employee knows or has reason to know that working while impaired might endanger the safety of the employee or some other person, pose a risk of significant damage to the City's property, or substantially interfere with the employee's job performance or the efficient operation of the City's business.

C. Prohibited Conduct

1. Scope

The prohibitions of this section apply whenever the interests of the City may be adversely affected, including, but not limited to any time the employee is:

- a. On City premises, in the workplace, or in uniform;
- b. Conducting or performing City business, regardless of location;
- c. Operating or responsible for the operation, custody, or care of City vehicles, equipment, or other property;
- d. Responsible in any way for the safety of other individuals associated with the City, including but not limited to, co-employees, management, visitors, residents and vendors.

2. No Right of Privacy

The City respects the individual privacy of its employees. However, employee privacy does not extend to the employee's use of City-provided equipment, supplies, or property. Employees should be aware that the terms of this policy limit their privacy in the workplace. Furthermore, employees should have no reasonable expectation of privacy with respect to City property, which may be searched at any time.

3. Alcohol

The following acts are prohibited and subject an employee to discipline, up to and including, termination:

- a. The unauthorized use, possession, purchase, sale, manufacture, distribution, transportation or dispensation of alcohol; or
- b. Being under the influence of alcohol while at work.

4. Illegal Drugs

The following acts are prohibited and subject an employee to discipline, up to and including, termination:

- a. The use, possession, purchase, sale, manufacture, distribution, transportation, or dispensation of any illegal drug or other controlled substance or drug paraphernalia; or
- b. Having any illegal drug or other controlled substance in your system.

5. Legal Drugs

The following acts are prohibited and subject an employee to discipline, including but not limited to termination:

- a. The abuse of any legal drug; or
- b. The purchase, sale, manufacture, distribution, transportation, dispensation, or possession of any legal prescription or over-the-counter drug in a manner inconsistent with law; or

- c. Working while impaired by the use of a legal drug whenever such impairment might endanger the safety of the employee or some other person, pose a risk of significant damage to City property, or substantially interfere with the employee's job performance or the efficient operation of the City's business in violation of Section C above; or
- d. Working without obtaining the required consent in violation of Section C, above; or
- e. Failure to make proper disclosure in violation of Section C, above.

6. Recreational/Adult Use and Medicinal Cannabis

The City recognizes that the State of California has legalized the use of cannabis for recreational and certain medical uses. However, under federal law, the use of cannabis remains prohibited, and cannabis remains a controlled substance. The Agency will not take action against an employee solely because of the employee's lawful, off-duty use of cannabis. However, the Agency reserves the right to take disciplinary action under this policy, up to and including termination, when an employee is actually impaired by cannabis on duty or engages in any other conduct involving cannabis that violates this policy. Any action involving cannabis use will be consistent with [Government Code Section 12954](#).

D. Substance Screening

1. Job Applicants

Job applicants may be required to undergo drug and alcohol testing as a condition of employment with the City. No drug and/or alcohol test shall be administered prior to the applicant receiving a conditional offer of employment.

2. Employees

Current employees will be subject to drug or alcohol testing if they:

- a. Report to work or, while conducting or performing City business regardless of location, are directly observed and/or reasonably suspected of being under the influence of drugs or alcohol or exhibiting abnormal behavior or performance difficulties reasonably associated with substance abuse;
- b. Are involved in a work-related accident or injury that provides a reasonable basis to believe that the accident or injury was likely to have been caused by impairment from drugs or alcohol; or
- c. Are subject to return to duty and/or follow-up testing following an employee's return from drug and/or alcohol rehabilitation and/or treatment.

3. Testing

The City may utilize each or all of the following testing methods:

- a. Pre-employment testing;
- b. Reasonable suspicion testing;
- c. Post-accident testing; and
- d. Testing authorized or required by federal or state regulations, including Department of Transportation regulations.

4. Results/Effect of a Positive Test

An employee who receives a positive test for drugs or alcohol will be in violation of this policy. An applicant who receives a positive test result for drugs or alcohol may have their conditional offer of employment rescinded and may not be hired.

If the drug screen is positive, the employee may be requested to provide, within one (1) business day of the test results, bona fide verification of a valid current prescription for the drug identified in the drug screen. The prescription must be in the employee's name.

5. Refusal to Test

Whenever an employee refuses an order to submit to a drug or alcohol test upon appropriate direction, the employee shall be reminded of the requirements of this policy and the disciplinary consequences for refusal. Such refusal may be considered insubordination and is grounds for disciplinary action up to and including termination. Refusal to test includes, but is not limited to:

- a. Failing to appear at the collection site in the time allotted;
- b. Leaving the collection site before the testing process is completed;
- c. Failing to provide a breath, urine, or saliva specimen;
- d. Failing to permit the observation or monitoring of specimen collection when required;
- e. Failing to provide a sufficient amount of urine or breath specimen without a valid medical explanation;
- f. Adulterating or diluting a urine, breath, or saliva specimen;
- g. Failing or refusing to take a second test when required;
- h. Failing to cooperate with any part of the testing process; for example: refusing to sign the testing form when required.

6. Interference with a Required Test or Refusal to Cooperate

An employee will be subject to the same consequences as a positive test if the employee:

- a. Refuses the screening or test by engaging in behavior such as refusal to provide a urine specimen, body fluid specimen, hair, or breath sample without a valid medical explanation; a verbal declaration of refusal; or physical absence;
- b. Adulterates, dilutes, contaminates, or tampers with the specimen, or attempts to do so;
- c. Substitutes the specimen with that of another person, or sends an imposter to provide a specimen, or attempts to do either act;
- d. Refuses to sign the required forms or documentation;
- e. Otherwise refuses to cooperate in the testing process in such a way that prevents conducting or completion of the test.

E. Consequences of Policy Violations

Violation of this policy by any employee may result in discipline, up to and including termination, depending on the circumstances and at the sole discretion of the City.

F. Disciplinary Action

Violation of this Policy by any employee may result in discipline, up to and including termination, depending on the circumstances and at the sole and absolute discretion of the City. For those employees employed in positions covered by the DOT regulations, discipline will be administered in accordance with Title 13 of the California Code of Regulations and Title 49 of the Code of Federal Regulations.

G. Return to Duty/Follow-up Testing

Employees who violate this policy may also be required to participate in a drug and/or alcohol rehabilitation or counseling programs as a condition of continued employment. In certain instances (such as an employee who tested positive for drugs or alcohol or has successfully completed drug or alcohol rehabilitation), and solely at the City's discretion, the City may enter into an agreement with an employee who would otherwise be disciplined to permit the employee to keep their job upon fulfilling certain requirements pertaining to drug and/or alcohol rehabilitation, including, but not limited to, submitting to return to duty and/or follow-up testing when directed to do so by the City in accordance with this policy.

H. Criminal Convictions

Employees are required by this policy to notify the City of any conviction under a criminal drug statute for a violation occurring in the workplace, while conducting or performing City business regardless of location, or during any City-related activity or event, not later than five (5) days after any such conviction. For purposes of this policy, a conviction includes a finding of guilt, a plea of guilty or no contest, and/or an imposition of sentence by any judicial body charged with responsibility to determine violations of federal or state criminal drug and alcohol statutes. When required by applicable law, the City will notify those under contract of any employee who has been convicted under a criminal drug statute for a violation occurring while conducting or performing City business, regardless of location.

An employee who is convicted under a criminal drug statute for a violation occurring in the workplace, while conducting or performing City business regardless of location, or during any City-related activity or event will be deemed to have violated this policy.

I. Confidentiality

Disclosures made by employees to the Personnel Officer concerning their use of legal drugs will be treated confidentially and will not be revealed to managers or supervisors unless there is an important work-related reason to do so, or disclosure is required by law. Disclosures made by employees to the Personnel Officer concerning their participation in any drug or alcohol rehabilitation program will be treated confidentially. Laboratory reports and/or test results shall not appear in an employee's general personnel file and information of this nature will be contained in a separate confidential medical folder.

Managers and supervisors should restrict communications concerning possible violations of this policy to persons who have an important work-related reason to know. In addition, managers and supervisors should not disclose the fact of an employee's participation in any drug or alcohol counseling or rehabilitation program.

J. Counseling

Employees who suspect they may have alcohol or drug problems, even in the early stages, are encouraged to voluntarily seek diagnosis and to follow through with the treatment as prescribed by qualified professionals. Employees who wish to voluntarily enter and participate in an approved alcohol or drug rehabilitation program are encouraged to contact the Personnel Officer, who will determine whether the City can accommodate the employee by providing unpaid leave for the time necessary to complete participation in the program. The City reserves the right to deny such leave in accordance with applicable state or federal law if granting the leave is unreasonable or would impose an undue hardship on the City.

The City reserves the right to discipline employees, up to and including termination, who are discovered to have a problem with drugs and/or alcohol, and do not come forward for help prior to the City's discovery or the City's demand that the employee submit to a drug and/or alcohol test.

K. Employee Assistance

The Employee Assistance Program (EAP) is available to assist full-time employees in these efforts to overcome problems with drugs and/or alcohol. Information pertaining to such programs may be obtained by direct contact with the EAP agency or by contacting delegated Human Resources Staff.

Section 2.6: Management Authority

The City is required by law to exercise certain powers and authority to manage the municipal services and the work force performing those services. The following functions, which are within the authority of the City Council and exercised directly and through the Personnel Officer and department heads, are not subject to negotiation, grievance or any other procedural limitations set forth in these rules except as otherwise provided by law. The rights include, but are not limited to the following:

A. Management Decisions

To manage City employees and determine the City's personnel policies and procedures and to determine the existence or nonexistence of facts that is the basis of management decisions.

B. Organization

To determine the necessity, organization, implementation and termination of any service or activity by the City or other government jurisdictions and to expand or diminish public services;

C. Direction of Employees

To direct, supervise, recruit, select, hire, evaluate, promote, transfer, discipline, discharge, terminate, demote, reduce, suspend, reprimand, withhold salary increases and benefits for disciplinary reasons, or otherwise discipline employees in accordance with the City's personnel policies; to determine policies, procedures, and standards for recruiting, selecting, training and promoting employees;

D. Goods and Services

To determine the nature, manner, means, extent, type, time, quantity, quality, technology, standard, and level of public services to be provided to the public;

E. Employee Performance

To require the performance of public services not specifically stated herein in the event of an emergency or disaster, as deemed necessary by the City;

F. Dismiss Employees

To lay-off employees of the City because of lack of work or funds or other conditions where continued work would be inefficient or non-productive or not cost effective, as determined by the City;

G. Efficiency

To determine, relocate and/or change public facilities, methods, technology, equipment, operations to be performed, organizational structure, and allocate and assign work by which public services are to be conducted; to maintain order and efficiency in City facilities and operations;

H. Budgeting

To determine methods of financing the City's services; to plan, determine and manage the City's budget that includes, but is not limited to, changes in the number of locations, relocations, and types of operations, processes and materials to be used in carrying out all City functions and the right to contract or subcontract any work or operations of the City;

I. Work Force

To determine the size and composition of the City's work force, assign work to City employees in accordance with requirements determined by the City, and establish and require compliance with work hours and changes to work hours, work schedules, including call back, standby, overtime, and other work assignments, except as otherwise limited by the Memorandum of Understanding;

J. Goals and Objectives

To determine the issue of public policy and to establish and modify goals and objectives related to productivity and performance programs and standards, including but not limited to quality and quantity, require compliance therewith, and to take necessary actions to achieve the goals and objectives of the City;

K. Personnel

To determine qualifications, skills, abilities, knowledge, selection procedures and standards, job classifications, job specifications, and to reallocate and reclassify employees in accordance with personnel rules and regulations; to hire, transfer intra- or inter-department, promote, demote, reallocate, terminate and take other personnel actions for non-disciplinary reasons in accordance with City's rules and regulations;

L. Standards

To establish, implement and/or modify rules and regulations, policies and procedures related to productivity, performance, efficiency, personal appearance standards, codes of ethics and conduct, safety, health, and order, and to require compliance therewith;

M. Restrict Activities

To restrict the activities of employee organizations on City facilities except as set forth in the Memorandum of Understanding (MOU);

N. Emergencies

To take any and all necessary steps and actions to carry out the service requirements and mission of the City in emergencies or any other times deemed necessary by City.

CHAPTER 3: CLASSIFICATION

Every City position shall be assigned to a Pay and Benefits Classification and an Employment Group. Revisions to either classification or group must be approved by the Personnel Officer and adopted by the City Council.

Section 3.1: Pay and Benefits Classifications

Each employee shall be assigned to one of the following Pay and Benefits Classifications, as established by the Personnel Officer, for purposes of specifying the appropriate pay range, benefits, and employee rights for the position:

A. At-will Employee

An employee who is appointed by and is employed at the pleasure of the City Manager. At-Will employees shall not be subject to the disciplinary procedures as provided for in the Regular Employee Handbook.

B. At-will Part-time Employee

A person employed for an unspecified duration who is scheduled to work less than 1,000 hours during a twelve (12) month period and is compensated on an hourly basis. Part-time employees are not represented by an employee association and are not entitled to benefits, unless otherwise mandated by law.

C. Introductory Employee

At-will employees who have not yet completed their introductory period.

D. Temporary Employee

A person employed for a specified duration.

E. Contract Employee

The City Manager and other employees appointed directly by the City Council pursuant to a contract, which specifically provides that the employee can be released by the City at any time or without cause.

Section 3.2: Exempt and Non-Exempt Employees

All employees are categorized as either exempt or nonexempt based on the hours and wages requirements of the Fair Labor Standards Act (FLSA).

A. Exempt

An exempt employee is exempt from the minimum wage and overtime requirements of the Federal Fair Labor Standard Act (FLSA). To be considered “exempt,” an employee must work in a bona fide executive, administrative, or professional capacity and be paid the minimum salary required by the FLSA. Management, mid-management and professional as defined in section 3.3 are in this category.

Exempt employees are not paid overtime for hours worked in excess of 40 hours per week.

B. Non-exempt

A non-exempt employee is not a bona fide executive, administrative, or professional employee as defined by the Fair Labor Standards Act FLSA. Non-exempt employees are bound by the overtime requirements of the FLSA. Confidential and General Employment Groups, as defined in section 3.3, are in this category.

Section 3.3: Employment Groups

Positions in the City’s classification system shall be assigned to one of the following Employment Groups:

A. City Manager

The City Manager is appointed by the City Council and serves at the pleasure of the City Council. The City Manager shall be the appointing authority for all positions in the City service, except elective officials and those appointed by the City Council. The City Manager may delegate any of the powers and duties conferred upon them under the personnel rules and regulations to any other officer or employee of the City or may recommend that such powers and duties be performed under contract.

B. Personnel Officer

The City Manager shall act as Personnel Officer and shall administer the provisions of these rules. The City Manager may delegate the day-to-day administrative responsibilities of the Personnel Officer.

C. Management

Positions with responsibility for administering and formulating policy for the City or a department within the City and with primary responsibility for hiring, transferring, promoting, assigning and scheduling work, disciplining and dismissing employees.

D. Mid-Management and Supervisory

Positions directly supporting management, and those positions with responsibility for supervising, assigning, scheduling work, and disciplining employees.

E. Professional and Confidential

Positions in which employees are assigned tasks and/or have access to confidential information related to employee-employer relations or those positions requiring specialized knowledge, skills, and certifications attained through completion of a recognized course of instruction.

F. General

All other positions not assigned to any of the above groups.

G. Change of Group

All newly created positions shall be authorized by City Council action. New positions shall be assigned by the Personnel Officer to an employment group.

CHAPTER 4: PART-TIME EMPLOYEE TERMS AND CONDITIONS POLICY

Section 4.1: Employee Status

Part-time employees shall not be afforded the rights, benefits, notice, and appeal procedures afforded regular full-time employees but instead may be discharged by the appointing authority without cause at any time. All part-time employees shall serve at the pleasure of the appointing authority.

A. Regular Appointments

Part-time employees are at-will and shall not be entitled to any of the rights or benefits of regular employees including, but not limited to, paid holidays and vacation, except as otherwise provided in this handbook or as mandated by State or federal law. Appointment to a regular part-time position is on an “as needed” basis and may exceed 12 consecutive months of employment provided that employment does not exceed an average of 29 hours per week over a period of 12 consecutive months.

B. Interim Appointments

Interim appointments may be made without recourse to the City's formal selection process and eligible certification provisions. An interim appointment shall not exceed six (6) months. Successive interim positions of the same individual are prohibited. No person may be employed on an interim basis in a part-time regular or part-time intermittent temporary position except as provided below:

1. As a substitute for a part-time regular or intermittent employee who is absent.
2. For the duration of any war or national emergency.
3. When it is impractical or has not been possible to recruit an appointee meeting the standards for part-time, regular, or intermittent employment.
4. When the budget appropriation allows for only interim employment.
5. When it is anticipated that the work of the position will soon cease or that the position will soon be abolished.
6. Lack of an eligible list or where those on list are not available.
7. When a state of disaster is declared, or such conditions exist which seriously endanger the health, welfare, and safety of the community.

8. When extensive illness, injury, or absence of an employee creates a hardship on a department and creates a need to temporarily replace the employee.
9. Other similar circumstances as approved by the Personnel Officer.

C. Provisional Appointments

A provisional appointment refers to the temporary appointment for a full-time position, of a person possessing the minimum qualifications for a particular classification other than eligibility by examination and who has been appointed to a position in that classification in the absence of eligible employees.

1. A part-time employee may serve in the capacity of a full-time provisional appointment subject to Section 6.12 of this Handbook.
2. With respect to all other rights and employee benefits, the provisional employee shall be subject to the provisions of the terms and conditions of employment set forth in the Part-time Employment and Benefits Policy and not by the terms and conditions of employment of the full-time classification in which the employee is serving provisionally.

Section 4.2: Work Schedules

Department Directors shall designate work schedules. The Department Director may alter the work schedule of an employee subsequent to the consideration of departmental workload, operational efficiency, and staffing considerations. Part-time positions can be abolished and/or replaced with full-time positions at the sole discretion of the City.

Section 4.3: Interpretation of Part-Time Employment and Benefits Policy

In the event there is a dispute of interpretation of this policy, the Personnel Officer in conjunction with Human Resources staff shall review the facts surrounding the dispute and their decision shall be final and conclusive.

CHAPTER 5: COMPENSATION

Section 5.1: Salary and Wage Plan Preparation

The City Council shall adopt a Salary and Wage Plan from time to time. The Plan shall identify the minimum, maximum, and all related salary steps within the salary range for each job position.

The City Manager is authorized to represent the City in the meet and confer process established pursuant to the Meyers-Milius-Brown Act, Government Code Section 3500, et seq., for the purpose of reaching an agreement on wages and conditions of employment for inclusion in the Salary and Wage Plan.

Section 5.2: Acting Pay

In the event an employee is assigned by the Personnel Officer or their designee to perform “acting duties” of a higher level (defined as responsibilities beyond or outside of the employee’s current classification), the employee shall receive an additional ten percent (10%) during the acting service period. Such pay shall begin on the first day the additional responsibilities are performed and shall be paid at the increased rate for the entire pay period. Upon conclusion of the acting service period, the employee shall return to their previous pay scale.

Section 5.3: Overtime

The City shall pay overtime in compliance with the Fair Labor Standards Act (FLSA). Non-exempt employees may be paid overtime for hours worked in excess of 40 hours a week or may elect to receive compensatory leave in lieu of being paid overtime. [Note: Per Department of Industrial Relations, no overtime is required for a regular schedule of not more than 10 hours per workday within a 40-hour workweek.]

For the purpose of calculating overtime, “hours worked” includes all hours in a paid status, including but not limited to regular hours worked, vacation leave, sick leave, holidays, bereavement leave, compensatory time off or any other paid leave of absence.

Regular overtime shall be paid at the rate of one and one-half (1½) times the employee’s hourly FLSA rate. When applicable, double time shall be paid at the rate of two (2) times the employee’s hourly FLSA rate.

All hours worked in excess of forty (40) hours in a workweek, unless performed as a result of emergency conditions, must receive prior approval of the supervisor. In the case of overtime worked in an emergency situation, the supervisor shall be notified of the overtime worked as soon as possible. Overtime approved by the supervisor or department head may not exceed budgeted amounts, unless approved by the Personnel Officer.

Section 5.4: Straight Time Overtime (STOT)

Part-time non-exempt employees may be asked to work more than their regular hours. They will be paid at their normal pay rate for the first 40 hours of the week. If they work more than 40 hours, they will be compensated at time and a half (1.5) of their regular rate.

Section 5.5: Administrative Leave

In lieu of overtime compensation, exempt full-time employees are eligible for seventy-two (72) hours of administrative leave per fiscal year, which may be used upon approval of the department head and Personnel Officer. Unused administrative leave does not carry forward to the next fiscal year, nor is it eligible for cash payment.

Section 5.6: Bilingual Pay

A full-time employee recognized as proficient by the Personnel Officer in Spanish, Chinese, or any other language determined by the Personnel Officer, shall be compensated at a monthly premium rate of two percent (2%) above each employee’s base salary for providing bilingual translation services for the City.

Employees receiving bilingual pay prior to July 1, 2017, shall be deemed proficient and shall not be required to recertify at any time. Employees hired on or after July 1, 2017, may be required to periodically recertify after their initial recognition as proficient.

Section 5.7: Standby Pay

The purpose of assigning employees to standby duty is to ensure the City has qualified employees ready and available to respond, without delay, to after-hours operational needs and/or emergencies on behalf of the City.

Qualified employees may be assigned to standby duty on a rotational basis. Such assignments will be conducted on a voluntary basis; however, in the event there is a lack of volunteers the City may assign employees to standby duty, as needed, to ensure appropriate coverage.

A. Requirements for Employees Assigned to Standby Duty

1. Be reachable by telephone or other communication device within fifteen (15) minutes of the request; and
2. Be able to be physically on-site in the City in no greater than sixty (60) minutes of the request; and
3. Refrain from participation in activities which might impair their ability to perform duties.

In the event the City assigns an employee to standby duty, the employee shall be compensated as follows for such standby duty:

B. Weekday Standby Duty

An employee assigned to standby duty on Monday through Friday shall receive two (2) hours pay at the regular hourly rate for each day the employee is assigned to standby.

C. Weekend Standby Duty

An employee assigned to standby duty on a Saturday or Sunday shall receive four (4) hours pay at the regular hourly rate for each day the employee is assigned to standby.

Section 5.8: Callback Pay

An employee who performs work on behalf of the City outside of their regularly scheduled hours shall be compensated at the appropriate overtime rate in accordance with this section. This includes, but is not limited to making, receiving and/or responding to telephone inquiries to/from other City personnel during off-duty hours, reporting to work earlier than scheduled, or reporting to work on a regularly scheduled day off.

Call back commences upon receipt of the request/need to perform work on behalf of the City. The minimum period to be compensated for each physical callback shall be two (2) hours. The minimum period to be compensated for each telephonic or remote callback shall be one (1) hour. Any time worked in excess of these guaranteed minimum payments shall be paid in a minimum of fifteen (15) minute increments for the additional actual time worked during each callback. All portal-to-portal travel time required for a call back shall be considered hours worked and included for the purpose of calculating payment.

There shall be no duplication or pyramiding of call back rates under this section.

For example: If an employee is called back to perform work at a physical location at 8:00 P.M. and completes the task by 9:00 P.M., and then receives a second call back assignment at 9:30 P.M. (while still on duty for the first call back), the employee would receive the single two (2) hour guaranteed minimum payment plus any additional time worked paid in minimum fifteen (15) minute increments. However, if the employee subsequently receives another call back after 10:00 P.M. a new guaranteed minimum payment would apply.

CHAPTER 6: EMPLOYMENT SELECTION

Section 6.1: Equal Opportunities in Employment

The City provides equal employment opportunities for all applicants and employees. The City does not unlawfully discriminate on the basis of race, color, religion, sex (including pregnancy, childbirth, or related medical conditions), national or ethnic origin, citizenship, ancestry, age, physical disability, mental disability, medical condition, family care status, veteran or military status, marital status, sexual orientation, or any other basis protected by federal, state, or local law, ordinance or regulation. The City also makes reasonable accommodations that do not impose undue hardship on the conduct of City business for protected applicants and employees who seek such accommodations because of a qualified physical or mental disability.

This policy applies to all areas of employment including recruitment, hiring, training, promotion, compensation, benefits, transfer, and social and recreational programs. It is the responsibility of every City official, manager and employee to conscientiously follow this policy. Unlawful disparate treatment based on any of the factors listed in this section is prohibited.

A. Fair Employment

The City will employ the applicant best qualified for an available position. Continued employment will be based on the employee's job performance, available funding, and demonstrated need for the position.

No question in any test, or in any application for, or by any appointing authority, shall be so framed as to attempt to seek illicit information concerning race, color, religion, national origin, ancestry, marital status, sex, age, physical (including health or disability status) or mental disability, sexual orientation, political or religious opinions, or affiliations or any other protected rights of the candidate. The City makes reasonable accommodations that do not impose undue hardship on the conduct of City business for protected applicants and employees who seek such accommodations because of a qualified physical or mental disability. No appointment to, removal from a position nor training received in the competitive service shall be affected or influenced in any manner by any consideration of an employee's protected rights.

B. Merit and Fitness

Employment and promotion by the City shall be based on merit and fitness free of personal and political considerations and in no way shall be discriminatory because of any protected right.

Section 6.2: Recruitment Procedures

A. Recruitment Process

1. Delegated Human Resources Staff will review the job description for the position being recruited to ensure that it is up to date with current laws and forward it to the department director/supervisor for input as to essential functions and qualifications.
2. City employees shall be provided with an exclusive period, to be determined by the Personnel Officer, to apply and be considered for open full-time positions with the City before such positions are posted to the public.
3. Delegated Human Resources Staff will prepare the job flyer for all positions and will post on the City's website, in any other publications, newspapers and mediums that are appropriate for the

position being advertised. Position vacancies may be filled by an open competitive test, by promotion, by temporary appointment, transfer, re-employment, demotion, or by the appointment of individuals from eligible lists, if any, as determined appropriate by the Personnel Officer from time to time.

4. Delegated Human Resources Staff and/or Hiring Department Supervisors or Directors will receive, review, and evaluate all applications to determine qualifications. Applications who most closely meet the City requirements may be invited to participate in the examination process.

B. Interview and Selection Process

1. Delegated Human Resources Staff will schedule all interviews and obtain oral board raters. If two internal candidates apply, delegated Human Resources Staff will select an outside board. If delegated Human Resources Staff is unable to obtain oral board raters, then the department may be asked to assist in obtaining raters.
2. All interview questions will be approved by delegated Human Resources Staff prior to interviews to ensure there are no violations of applicable laws. Department Directors and supervisors may draft written assignment questions and additional job-related interview questions for approval.
3. All interview packets for oral board and department interviews will be prepared by delegated Human Resources Staff. Once interviews are completed, all interview and testing material (questions, job descriptions, flyers, and applications) will be returned to delegated Human Resources Staff.
4. Delegated Human Resources Staff will proctor and score any written assignments or tests and incorporate all exam and interview scores for a total score. All applicants will be certified according to test and interview scores. A certification sheet along with a copy of the raters' sheets and written examinations will be provided to the department director to review. A final interview of the top 3 candidates will be scheduled with the Department Director, Supervisor and/or Personnel Officer for a final decision.
5. After the final interview, delegated Human Resources Staff will total individual applicant scores and provide a final certification sheet to the Department Director, Supervisor, and/or Personnel Officer for final selection of an applicant. Department head will advise delegated Human Resources Staff the grade and step candidate(s) is to be hired at.

C. The Hiring Process

1. Delegated Human Resources Staff will make the offer of employment and perform the background checks, reference checks, fingerprinting, and provide all of the forms necessary to complete the hiring process. Delegated Human Resources Staff will send letters to all candidates advising of the final hiring decision.
2. Employee Orientation will be conducted by delegated Human Resources Staff prior to an employee's start date.

Section 6.3: Subjects and Method of Examinations

The goal of the examination process is to determine certain qualifications of applicants in an objective, consistent and fair manner. The type of examinations used as the basis for employment selection shall be determined by the Personnel Officer on the recommendation of the appropriate department head. Examinations may be written, oral, practical demonstration, physical or any combination and shall be reasonably related to the requirements of the position to be filled.

Section 6.4: Promotional Examinations

Promotional examinations may be conducted whenever, in the opinion of the Personnel Officer, the needs of the service may require. Promotional examinations may include any of the selection techniques referenced in Section 6.3 above. All candidates for promotion must be employees in the competitive service and must possess the minimum qualifications as set forth in the specifications of the class to which promotion is sought.

Promotional examinations, however, may be scheduled when there are at least two qualified City employees interested in and willing to accept the position.

Section 6.5: Continuous Examinations

Open-competitive examinations may be administered periodically for a single class as the needs of the service require. Names shall be placed on employment lists, and shall remain on such lists, as referenced in Section 6.9 below.

Section 6.6: Conduct of Examinations

The Personnel Officer shall recommend the manner and methods and by whom examinations shall be prepared and administered. The City, upon recommendation of the Personnel Officer, may contract with any competent agency or individual to prepare and/or administer examinations. In the absence of such a contract, the Personnel Officer shall see that such duties are performed.

Section 6.7: Notice of Results of Examination Process

As soon as the rating of an examination has been completed and the eligibility list established, each candidate shall be notified in writing of the result of the examination, and if successful, their general average score.

Section 6.8: Scoring Examinations and Qualifying Scores

A candidate's score in a given examination process shall be the average of their scores on each competitive part of the examination, weighted as shown in the examination announcement. Failure in one part of the examination is grounds for declaring such applicant as failing in the entire examination or as disqualified for subsequent parts of an examination process. The Personnel Officer may, at their discretion, include as a part of the examination, tests that are qualifying only.

Section 6.9: Eligible Lists

Employment and promotional eligible lists based on selected test and interview results shall be effective for six (6) months following the date approved by the Personnel Officer. Eligible lists may be extended, by the Personnel Officer, two (2) times for an additional six (6) month period each time, for a maximum period of eighteen (18) months.

Section 6.10: No Eligibility List – Certification of Temporary/Provisional Appointment

When no certification can be made for a vacancy, the Personnel Officer may recommend the name of a qualified candidate who meets the minimum qualifications of the position for either a temporary or provisional appointment.

Section 6.11: Temporary Appointment

In the event special legislation, federal employment programs, or locally designed employment programs are created necessitating the employment of persons outside the normal competitive merit system, such persons shall be hired in a temporary status not to exceed twelve months.

Temporary appointments can only be extended for a period of time specified by the Personnel Officer at the time of employment, or by definition of the program under which the temporary appointment has been made.

Section 6.12: Provisional Appointment

In the absence of an eligibility list for a regular position, a provisional appointment may be made for a period of six months, by which time an eligibility list shall be established. A provisional appointment may be extended one time, for an additional thirty days with the approval of the Personnel Officer.

Section 6.13: Certification of Less Than Three Names

When less than three names are available from appropriate eligibility lists, the Personnel Officer may offer the available names to the appointing authority for review. If, after review, the appointing authority so chooses, they may accept the available names as a valid certification. The review of two or less available names does not deny the appointing authority the right to a full-three-name certification.

Section 6.14: Emergency Appointments

Certain employees designated by the Personnel Officer may make emergency appointments in order to meet the immediate requirements of an emergency such as an extraordinary fire, flood or earthquake which threatens public life or property. All emergency appointments shall be reported to the Personnel Officer as soon as possible. The personnel rules affecting appointments and employment do not apply when such emergency conditions occur.

Section 6.15: Employment of Relatives

Please see the City's Nepotism and Fraternization policy found in Section 9.10 of this Handbook.

Section 6.16: Authorization to Work

The City complies with the requirements of federal law and employs only applicants who are lawfully authorized to work in the United States.

Section 6.17: Pre-Employment Physical Examinations

Candidates who have received an offer of employment may be required to undergo a physical examination prior to reporting to work. A medical doctor who is selected by and paid for by the City shall perform the examination.

Section 6.18: Reference/Background Investigation

The City may verify prior employment and conduct reference checks on applicants. Candidates may also be subject to a background check which may include a credit review (if applicable to the position for which they applied), personal history, education, professional credential, military record, Department of Motor Vehicle record and criminal records. An employee under consideration for promotion may also be subject to a background check.

A written authorization will be obtained before a background check is conducted. Final offers of employment or promotion may be delayed until the City has completed this investigation process.

[Note: A complete policy on conducting criminal background checks and securing received criminal history information is in Appendix A and is available by contacting delegated Human Resources Staff.]

CHAPTER 7: INTRODUCTORY PERIOD

Section 7.1: Introductory Period for New Hires

For an At-Will employee assigned to a position other than part-time, an introductory period, regarded as a period of observation to closely observe the work performance, progress, and adjustment of the new employee, is required. During this period, benefits for newly hired employees apply only to the extent outlined, in these rules, for introductory employees. Promoted At-Will employees retain the level of benefits that they were eligible for before the promotion.

Section 7.2: Appointment Following Introductory Period

All initial and promotional appointments shall be subject to an introductory period of six (6) months. After successful completion of the introductory period, the employee shall continue with their employment with the City, with no inferences of 'permanent' employment status being provided to the at-will employee. All benefits shall apply as outlined in these rules for employment status.

If the employee's performance during the initial introductory period is marginal and the City needs more time to adequately assess the employee's suitability for the job, the Personnel Officer may extend the period up to a maximum of six (6) months if more time is needed to adequately assess the employee's suitability for the job.

Written notice should be given to the employee indicating status at the end of each period.

Section 7.3: Introductory Period Following Promotion

To ensure a promoted employee is able to satisfy the requirements of the at-will position for which they were promoted, the first six (6) months in the new position shall be considered the minimum introductory period. This introductory period is required as part of the testing process and shall be utilized for closely observing the employee's work. The City shall provide the employee with at least one (1) performance evaluation during their introductory period. After successful completion of the introductory period, the employee shall continue with their employment with the City, with no inferences of 'permanent' employment status being provided to the at-will employee.

If an employee's performance during the introductory period is marginal and the City needs more time to adequately assess the employee's suitability for the job, the Personnel Officer may extend the introductory period for a maximum of six (6) additional months.

Section 7.4: Rejections During Introductory Period

An introductory employee may have their employment terminated at any time without cause, without notice, and without right of appeal during the introductory period.

Section 7.5: Effect of Leaves on Introductory Period

The granting of any approved leave of absence during the introductory period shall result in an extension of the introductory period for the same amount of time as the length of the leave.

Section 7.6: Part-time Employees

These employees serve at-will and employment may be terminated without cause. There is no introductory period for part-time employees.

CHAPTER 8: CHANGES IN EMPLOYMENT STATUS

Section 8.1: Promotion

Promotion to a position with a higher pay range shall be based on qualifications and merit only. Whenever possible and insofar as practicable and consistent with the best interests of the service, all vacancies in the competitive service shall be filled by promotion utilizing section 6.4 above.

If, in the opinion of the Personnel Officer, a vacancy in the position could be filled better by an open competitive examination instead of a closed promotional examination, arrangements shall be made for an open competitive examination and for the preparation and certification of an eligible list.

Section 8.2: Rejection Following Introductory Period

Regular employees rejected during or at the conclusion of a promotional appointment introductory period shall be reinstated to the position from which they were promoted, if it was a regular, non-at-will position, or to as similar a position as possible, unless circumstances, including unavailability of an open position, warrant demotion or dismissal.

Section 8.3: Flexible Staffing

Certain pairs of specified positions in the City have similar job duties and are designated level one and level two depending upon level of autonomy, certification, experience, or any combination thereof. The City reserves the right to conduct an open recruitment to fill a vacancy in a second-level position or to fill the vacancy by advancement of a qualified employee from the first level position. Advancement will be based on merit; e.g. exceptional job performance and, if applicable, receipt of professional registration. The advanced employee's anniversary review date will be determined by the date the employee completes the required probationary period for their current position. The amount of actual salary increase will be based solely on merit as determined by the evaluation.

Section 8.4: Reductions in Force (Layoffs)

The level of City services provided may be reduced or other changes to City services may be required for reasons of economy or efficiency. In such an event, it may be necessary to terminate employment or reduce the hours of one or more City employees.

Whenever, in the judgment of the City Council, it becomes necessary for reasons specified above, to abolish any position, the employee holding such position may be laid off without disciplinary action or the right to grievance or appeal. The City's decision to reduce its work force is a management right; thus no due process rights under the Grievance Procedure of this Comprehensive Personnel Policy handbook exist, and the decision is not subject to the meet and confer requirements.

The Personnel Officer shall make reasonable efforts to give primary consideration to (a) business necessity and (b) seniority, competence, and job performance whenever reductions in force are necessary. Employees shall be given at least fourteen (14) days notice of any proposed reduction in force, except where necessary to protect the public and carry out the City's mission.

Section 8.5: Transfers or demotions to avoid layoff

Any employee who is laid off will not necessarily move to a lower related classification or a similar position in another department or division unless there is a vacancy. Every effort shall be made to place affected employees in other City positions when job performance warrants such action.

Section 8.6: Re-Employment Lists

Names of all regular employees whose positions have been terminated due to a reduction in force shall be placed on a re-employment list for two (2) years.

Section 8.7: Re-Employment

When a vacancy occurs in a class from which employees were laid off, the qualifying employees on the reemployment list shall be notified of the vacancy prior to announcing the recruitment and shall be offered the opportunity to apply for the position. In such an event, the Personnel Officer shall consider the name(s) on the re-employment list prior to considering other candidates. The City retains the right not to appoint former employees.

The procedures regarding layoff negotiated by the City and a union that are memorialized in a MOU will prevail for any employee represented by a union.

Section 8.8: Placement After On-the-Job Disability

The City will make a reasonable attempt, in accordance with federal and state law, to place employees in positions for which they qualify when they become disabled by an on-the-job injury or illness.

Section 8.9: Demotion

The appointing power may demote an employee whose ability to perform the required duties falls below standard or for disciplinary purposes. No employee shall be demoted to a position for which the employee does not possess the minimum qualifications.

Section 8.10: Suspension

It is important to note that At-Will employees do not have to be provided with the following. They may be immediately separated from their employment if, in the opinion of the City, the employee should no longer be employed.

The Personnel Officer may suspend an employee from their position at any time for the good of the City, for a disciplinary purpose, or for other just cause. Suspension without pay shall not exceed thirty calendar days, nor shall any employee be penalized by suspension for more than a total of thirty calendar days in any fiscal year.

Departments heads that wish to suspend a subordinate employee must confer with delegated Human Resources Staff prior. Suspensions shall be reported immediately to the Personnel Officer. At-Will employees do not have appeal rights for suspension for disciplinary reasons.

Section 8.11: Resignation

An employee who intends to leave their position with the City should file a written resignation notice at least ten (10) working days before leaving. The notice should state the effective date and reasons for leaving and should be submitted to the department head, to be forwarded to delegated Human Resources Staff and the Personnel Officer, as necessary, for processing and filing. Employees shall turn in any keys, identification cards, equipment, and any other City-owned property to the department head or delegated Human Resources Staff prior to their last day of employment with the City.

Section 8.12: Retirement

An employee planning to retire from the City shall provide a written notice to the department head, to be forwarded to the Personnel Officer for processing and filing, at least sixty (60) calendar days prior to the effective date of retirement.

Section 8.13: Rescinding Notices

Notice of resignation or retirement is final when given and may not be rescinded without the consent of the Personnel Officer. Said consent may be withheld with or without cause.

Section 8.14: Re-Hire

Notice of resignation or retirement is final when given and may not be rescinded without the consent of the Personnel Officer. Said consent may be withheld with or without cause.

At-will employees re-hired into the same classification within one year of separation from City service shall be appointed at the salary step they attained at the time of separation. Such re-hired at-will employees may be reappointed to the same classification from which they separated without being required to participate in a competitive recruitment process.

Re-hire after one year of separation from City service may result in appointment at Step A of the classification unless appointment to a higher step is approved by the appropriate Department Director. Such re-hired at-will employees shall be required to participate in a competitive recruitment process to be re-hired.

Section 8.15: Continuation of Health Benefits

For information on continuation of health benefits, please refer to Section 15.8 “COBRA” herein.

Section 8.16: References

Responses to requests for references by potential new employers and credit agencies will be given only on the prior written authorization of the employee. Job references will provide the date of hire and positions held but nothing else without the specific written consent of the employee.

Section 8.17: Fitness for Duty

If at any time the supervisor, department head or Personnel Officer believes an employee is unable to perform assigned duties in a safe and efficient manner, the employee may be required to undergo a Fitness for Duty Examination. The purpose of the examination is to determine the employee’s physical or psychological ability to meet the position requirements. A medical doctor selected and paid for by the City shall perform the examination. The doctor’s report shall be the basis for determining whether continued employment or any change of duties is warranted.

CHAPTER 9: RULES OF CONDUCT

The purpose of the policy statements and procedures in this Section is to provide a workplace, which promotes both employee safety and satisfaction and the competent and efficient delivery of services to the citizens of La Puente and other members of the public. Any employee who violates any of the provisions of this Chapter shall be subject to discipline, up to and including termination.

Section 9.1: Dress Code and Personal Grooming Standards

All employees are a representative of the City in the eyes of the public and are expected to have a professional, well-groomed presence while working in any City property, building and/or when representing the City at external events. Employees must wear clothing, jewelry and footwear that provides a safe work environment and is professional in appearance. Employees should check with their supervisor to confirm attire expectations particularly when at work and/or externally representing the City. Employees have a right to dress consistent with their gender identity.

Section 9.2: ID/Name Badges To Be Worn at All Times

Employees are required to wear their official City ID badges that identifies themselves as staff members at all times during work hours.

Section 9.3: Personal Cleanliness and Fragrance-Free Expectations

All employees are expected to maintain their personal hygiene and report to work clean and tidy. Employees are required to refrain from using heavily scented personal products, air fresheners, room deodorizers, scented cleaning compounds or similar products in any public or staff-only locations. When supervisors and/or City management have been made aware of chemical and/or fragrance sensitivities or lack of personal hygiene, on the part of patrons and/or employees, the identified employee will be communicated with regarding the situation and requested to take immediate corrective action, if corrective action is possible to address the problem that is causing distress to others.

No employees, even if they have a “medical marijuana” prescription from a California medical provider, are to appear at work as if they are under its influence, nor can employees report to work smelling of marijuana.

Section 9.4: Employees Who Are Non-Compliant with Dress Code Expectations

Employees who report to work inappropriately dressed or demonstrating poor hygiene or grooming will be asked to clock out and return to work acceptably groomed and/or wearing acceptable attire. If an employee continues to be non-compliant with the City’s Dress Code, they will be counseled, and as appropriate, disciplined up to and including termination from City employment.

Section 9.5: Information Technology (IT) Policy

This policy establishes the proper use of City-owned computer hardware, computer software, electronic mail, and Internet browsers; and telecommunications equipment (telephones, voice mails, cellular telephones, radios, etc.); and to set forth the procedures to be followed for the approval and use of all computer systems and tools and telecommunication devices by City employees as they conduct City business. This policy protects the City during litigation, government investigation or audit; promotes increased efficiency; and reduces cost.

A. Application

This policy shall apply to all City elected officials, appointed officials, employees and consultants or other non-employees utilizing computer systems and tools and telecommunication devices belonging to the City, as well as to those who use provided access to the Internet and/or E-mail, regardless of the user’s location when accessing the network.

B. Definitions

1. Computer systems and portable laptops

All hardware, software, and tools owned by the City and available for official use by City employees including, but not limited to, electronic mail and systems such as the Internet. City computing resources are made available to individuals to assist in the pursuit of organizational goals.

2. Electronic mail messages (e-mail)

Documents, letters, or correspondences created or received using an e-mail software application. Internet e-mail messages are sent to and received from people outside the City organization who use the Internet as the medium of communication. Local e-mail messages are sent to and received from City employees and use the City's network as the medium of communication. E-mail messages can also contain attachments such as documents, graphics, text files, and various other file types.

3. Listservs

A "listserv" is a software program that automatically distributes copies of a single e-mail message to all the list subscribers on an electronic "mailing list". Each listserv targets pre-determined topics and discussions. Those people subscribed to a particular listserv are expected to have a common interest that is served by the mailing list.

4. Internet (World Wide Web)

The Internet is a global network of connected machines, software programs, and massive quantity of information. Internet browsers are software packages used to access and navigate the Internet.

5. Telecommunication Devices

All telephones, cellular telephones, radios, and other equipment used to communicate with City elected officials, appointed officials, employees, consultants, residents and other members of the public while conducting City business.

C. Computer Hardware and Software Usage

1. City computer resources must be used for City-related activities and not for personal business.
2. The City's computer systems require that each user have a unique identity, referred to as a "User-ID," protected by a "password," to gain access to the system.
3. All software, data, reports, messages and other products that are created by using the City's computer resources are the property of the City.
4. Computers or terminals shall not be left unattended in a state, which affords inappropriate access to records of the City, or otherwise compromises security.
5. All employees share in the responsibility to protect City computer resources from physical and environmental damage and are responsible for the correct operation and maintenance of those computers.

D. Prohibited Uses of Computer Systems and Tools

Include, but are not limited to, the following:

1. Illegal activities
2. Threats
3. Harassment
4. Slander and defamation
5. Obscene or suggestive messages or offensive graphical images
6. Political activity and endorsements
7. Commercial activity
8. Using non-business software including games or entertainment software
9. Using City computer resources to seek out information on, obtain copies of, modify, or divulge files, reports, and other data, which is private, confidential, or not open to public inspection
10. Seeking passwords of others or the unauthorized exchange of passwords
11. Intentionally representing oneself electronically as another, either on the City network or on the Internet or other on-line services unless explicitly authorized to do so by those other users
12. Developing programs designed to harass other users or to infiltrate a computer or computing system and/or damage or alter components of same
13. Using City computer resources for fundraising or public relations activities not specifically related to City activities
14. Using City computing resources for purposes other than those intended by the Department authorizing access, including allowing access by unauthorized persons, even if they are members of City Staff, elected officials or community members
15. Making statements of personal opinion, which may be misinterpreted as official City policy
16. Using City computing resources for personal use or non-City related business

Users should remember that they represent the City when using e-mail, the Internet and other online services provided by the City.

The following uses of computer resources and tools are unauthorized unless written approval is received from the employee's supervisor, department head or delegated Human Resources Staff:

1. Using hardware, related computer equipment and software not purchased, licensed and/or. owned by the City. Copyrights and licenses must be observed. Any software obtained from a source other than the City's IT Department must be scanned for viruses prior to use.
2. Reading electronic mail of another employee without prior written approval of the employee's Department head or a management executive. All supervisors may inspect the contents of their employees' electronic mail without prior authorization or advance notice.
3. Using any City software or system to conduct non-City business or for personal purposes, except as set forth herein.

Section 9.6: E-Mail Policy

Employees shall use the e-mail system for official business only. Such use may include work-related social events such as lunches, birthdays, and retirement parties. Personal use of the City's e-mail system, while not prohibited, should be kept to a minimum and limited to emergencies and other urgent matters. Abuse of this privilege can result in appropriate disciplinary action being taken.

All e-mail messages are considered City records. The City reserves the right to monitor, review, and audit all city equipment and matters sent over and/or stored in the system to ensure their use complies with relevant law and City policies. Internet websites visited and downloaded information are not confidential and can be reviewed by City management, any time without advance notice.

E-mail communications are not confidential and are subject to review by City management and may be subject to disclosure to the public. E-mail communications may be subpoenaed or requested under the Public Records Act and/or may be used as evidence in court or as part of an investigation.

Each department head has the right to ask for, receive and maintain a list of all employees' passwords within the department. The password list shall be maintained in a confidential manner by the department head. Each department head has the right to inspect all e-mail and files of the department's employees to correct service problems, ensure system security, retrieve records and/or transition work when responsible personnel are unavailable, and for other legitimate business reasons.

A. Listservs

Users may subscribe, when necessary, to interest group lists through their personal work account, if the listserv is directly related to their line of work and City goals and is approved by the user's supervisor. All material posted on listservs by City employees using City accounts are governed by this Internet policy. In addition, when posting to listservs, authors will avoid the impression that the user is representing the official view of the City. A supervisor has the right to remove an employee from a listserv if the supervisor feels the listserv is not work related or is interfering with the subscriber's work.

B. Prohibited Use of E-Mail/Instant Messaging Platform

Messages that disrupt or threaten to disrupt the efficient operation of City business or administration are prohibited. Messages prohibited in this section include, but are not limited to:

1. Messages that constitute or counsel insubordination.
2. Messages that may harm close working relationships. This includes creating or transmitting any false statement, which tends to cause injury to one's reputation.
3. Messages that may take employees away from their assigned tasks.
4. Messages that harm the integrity of the system or network.

Messages that violate law, violate individual rights, create potential liability for the City or violate public policy are prohibited. These prohibited messages include, but are not limited to:

1. Messages that are pornographic or obscene.
2. Messages in conflict with the City's Prevention of Harassment, Discrimination, and Retaliation Policy or any other policy prohibiting discrimination, including harassment, on the basis of race, color, religion, sex, national origin, ancestry, age, physical disability, mental disability, medical condition, veteran status, marital status, sexual orientation or any other status protected by local, state or federal law.
3. Threats that implicate personal safety.
4. E-mail shall not be used to solicit or proselytize others for non-job related commercial ventures, religious or political causes, outside organizations or other non-job related activities.

C. E-mail and Messaging Etiquette and Use:

1. Remember you are representing the City through your communications both internally and externally, and it is critical that you maintain a positive image for both yourself and the City.
2. Be certain that your message is addressed to the proper person. Be sure you check the list of persons being e-mailed when you choose the REPLY ALL function. E-mail should not be used for broadcast purposes unless message is of interest to all users.
3. Capitalize words only to emphasize an important point or to distinguish a title or heading. Capitalizing whole words that are not titles is generally interpreted as shouting.
4. Be professional and careful of what you say about others. E-mail is easily forwarded and blind copied.
5. Be cautious when using sarcasm and humor. Without face-to-face communication, humor may be viewed as criticism. By the same token, also carefully read what others write. The perceived tone may easily be misinterpreted.
6. Some e-mail messages, especially those written in "the heat of the moment," are best unsent. Think twice before sending angry or sarcastic messages or using e-mail to let off steam.

D. Maintenance of Accounts:

E-mail generates correspondence and other documentation, which may be recognized as official City records in need of protection/retention in accordance with the California Public Records Act. If an e-mail message, including any attachments thereto, can be considered an official City record, as defined by the City Clerk, such e-mails should be printed as a hard copy and filed in accordance with the City's records retention policy. It is the responsibility of individual employees and their department heads to determine if email is an official record. Generally, the sender of the e-mail should be the person responsible for printing and filing it accordingly, but persons responsible for a particular program or project file shall be responsible for retaining all e-mail they send or receive related to that program or project.

Section 9.7: Internet Policy

Employees should be aware that the Internet is not censored and contains information some users may find offensive. The City cannot accept responsibility for what the user accesses while connected to the Internet. Users may not download information from the Internet without authorization from the system administrator. Moreover, if information is downloaded, the disk containing the download must be scanned by Virus Scan. Staff should be aware that many of the items found on the Internet are copyrighted or under license agreements. Violation of contract rules, such as reproducing copyrighted materials or downloading copyrighted software, is illegal.

Users should be made aware that an accumulated list of websites is created while the user is online. This list will contain all sites the user has visited and may be monitored by departmental supervisors or the network administrators. Users should be made aware of Network Etiquette (Netiquette). Anything put up on the web is openly available for anyone in the world to see. Make sure the information is appropriate, representative, and informative.

A. Internet Access

Internet access shall be used for official business. Employees' access to the Internet for personal use is prohibited during office hours. Employees' use of City computers, hardware, software, internet, or e-mail during off hours and/or lunch breaks must first be approved by the employee's supervisor and for purposes that will not violate City policy. Abuse of this privilege can result in appropriate disciplinary action being taken. City-related business activities may include:

1. Communication and exchange for professional development, to obtain training or education, or to discuss issues related to the user's governmental activities.
2. Applying for or administering grants or contracts for City programs.
3. Searching for advisory, standards, research, analysis, and professional society activities related to governmental tasks and duties.
4. Announcement and/or tracking of new laws, procedures, policies, rules, services, programs, information, or activities.

Time is to be limited on the Internet to that necessary to conduct City-related business. City management reserves the right to occasionally monitor Internet transactions.

B. Prohibited use of the Internet

Includes, but is not limited to, the following:

1. Use that violates the law.
2. Use for any for-profit activities unless specific to the mission or duties of the user's department.
3. Use for purposes not directly related to the mission or work tasks of the user's department.
4. Sending or soliciting sexually oriented messages or images.
5. Making libelous, offensive, or harassing statements, including disparagement of others based on their race, national origin, sex, sexual orientation, age, disability, religious or political beliefs.
6. Accessing or distributing computer games.
7. Interfering with or disrupting network users, services, or equipment
8. Personal use without prior consent of the employee's supervisor or department head.

Section 9.8: Telecommunications Policy

Employees are to make appropriate use of telecommunications equipment (telephones, voice mail, cellular telephones, radio, etc.) for operational efficiency and emergency response.

Telecommunications equipment is provided for official City business and personal use should not interfere with business, take excessive time, or result in additional cost to the City.

Employees are responsible for maintaining adequate physical protection of all telecommunications equipment issued to them by the City. Employees shall notify the Personnel Officer's office immediately if any City owned telecommunications equipment is damaged, lost or stolen.

Employees should make every effort to avoid using City telecommunications equipment for personal calls. However, the City recognizes that the need may arise from time-to-time for urgent personal business.

Any equipment purchased by the City is owned by the City and should be returned to the City when the employee separates from service or when the need for such equipment no longer exists.

The City retains the right to audit/review all communications bills. Employees who are issued City cellular phones and/or wireless devices understand that there is no expectation of privacy when using City provided cellular phones and/or wireless devices. The City has the right to review all records related to cellular and/or wireless devices including but not limited to phone logs, text messages, and internet usage logs. Users should further be aware that all records are subject to discovery under the Public Records Act.

A. Prohibited Uses of Telecommunications Equipment

Includes, but is not limited to, the following:

1. Calls or voice mails that disrupt or threaten to disrupt the efficient operation of City's business or administration are prohibited. Calls and Messages prohibited in this section include, but are not limited to:
 - a. Calls or messages that constitute or counsel insubordination.
 - b. Calls or messages that may harm close working relationships. This includes transmitting any false statement, which tends to cause injury to one's reputation.
2. Calls or messages that violate law, violate individual rights, create potential liability for the City or violate FCC regulations are prohibited. These prohibited uses include, but are not limited to:
 - a. Calls or messages that are obscene.
 - b. Calls in conflict with the City's Harassment, Discrimination, and Retaliation Policy or any other policy prohibiting discrimination, including use for any type of harassment or threats that implicate personal safety.
3. Telecommunications equipment shall not be used to solicit or proselytize others for non-job related commercial ventures, religious or political causes, outside organizations or other non-job related activities.

B. Penalties For Misuse of Telecommunications Equipment, Computer Systems and Tools

1. Failure on the part of any employee to comply with the provisions of this policy shall subject the employee to disciplinary action. Further, failure to comply with any provision of this policy may result in suspension or revocation of the privilege of using the Internet and/or using or accessing e-mail.
2. Failure on the part of any appointed official to comply with the provisions of this policy will constitute grounds for the City Council to deny the official access to the Internet and/or e-mail system.
3. Failure on the part of any contractor or consultant to comply with the provisions of this policy will constitute grounds for termination of their contract with the City.
4. Misuse or abuse of telecommunications equipment may result in disciplinary action resulting in (1) the reimbursement by the user to the City of additional costs; (2) the loss of the use of telecommunications equipment; and/or (3) disciplinary action up to and including termination.

Section 9.9: Personal Cellular and/or Wireless Devices

Excessive use of cellular/wireless devices during the work day, regardless of the phone or device used, can interfere with employee productivity and be distracting to others. During paid work time, employees are expected to exercise the same discretion in using personal cellular/wireless devices as is expected for the use of any City telephone or computer. Cellular phones may not be used at any work site where the operation of the phone is or may be a distraction to the public or other employees.

A. Telephone Calls/Text Messaging

A reasonable standard the City encourages is to limit personal calls during work time to an average of no more than two or three short-duration calls per day as needed. Employees are expected to make personal calls during non-work time when possible and to ensure that friends and family members are aware of the City's policy. Flexibility will be provided in circumstances demanding immediate personal phone use, but this immediate need should be communicated to an employee's supervisor.

B. Prohibited Activities

In order to ensure a productive workday, the following use of a personal cellular/wireless device are prohibited during working hours:

1. Accessing the internet for non-work-related purposes.
2. Playing games.
3. Watching movies, television, sports, etc.
4. Any activity that violates City policy, including accessing and/or distributing pornographic or harassing material.

Section 9.10: Social Media Policy

This policy establishes City-wide guidelines, protocols, and procedures for the use by City staff of third-party platforms commonly known as social media sites, channels, and technology. The City regards social media and any official online and Internet presence as a means of augmenting and enhancing traditional communication methods and to engage, convey information to, and communicate with members of the public in order to meet City missions and goals. This policy applies to all City employees, officials,

volunteers, consultants, and contractors acting in an official capacity and when communicating with the public on behalf of the City.

The City intends for its use of any social media site to relate solely to matters of the City business and does not, in any way, intend to nor actually create general public forums. Nothing in this policy shall be applied to prohibit or infringe upon any communication, speech or expression that is protected or privileged under law. This includes speech and expression protected under state or federal constitutions as well as labor laws or other applicable laws.

A. Definitions

For the purpose of this Policy, the following definitions apply:

1. Social Media Sites

Platforms used by individuals to create publicly viewable content, using accessible, expandable, and upgradable publishing technologies, through and on the Internet. Examples of social media sites include, but are not limited to, Facebook, Twitter, YouTube, Flickr, LinkedIn, Nextdoor, Snapchat, Pinterest, RSS, Blogs, Delicious Instagram, and any other related internet-based platforms that are implemented following the publication of this policy.

2. City Social Media Sites

Social media sites which the City establishes and maintains and over which the City has control over all postings, except for advertisements or hyperlinks by the social media site's owners, vendors or partners. City social media sites shall supplement, and not replace, the City's required notices and standard methods of communication.

3. Social Media Administrator

An authorized City official or employee who creates, manages and is responsible for articles, messages and information on social media sites. The Social Media Administrator reviews, authorizes and allows content submitted by public commentators to be posted to City social media sites.

4. Posts/Postings

Information, announcements, articles, pictures, videos, or any other form of communication posted on a City social media site.

B. General Policy

1. The City website at <http://www.lapiente.org> will remain the City's primary and predominant Internet presence.
2. Use of City social media sites by officers and/or employees of the City shall be managed consistent with the Brown Act. Members of the City Council, Commissions and/or Boards shall take caution in responding to any published posting or using the City's social media sites or any other form of electronic communication to respond to, blog, or otherwise discuss, deliberate, or express opinions on any issue within the subject matter jurisdiction of the City Council/Commission/Board because such response may create a meeting in violation of the Brown Act.

3. City social media sites shall be used to communicate City missions and messages where there is a legitimate business purpose to do so. Wherever possible, City social media sites should link back to the official City website for forms, documents, online services, and other information necessary to conduct business with the City.
4. The City's Social Media Administrator shall monitor content on City social media sites to ensure adherence to both this policy and the interest and goals of the City.
5. The City reserves the right to restrict or remove any content that is deemed in violation of this policy or any applicable law. Any content removed based on these guidelines shall be retained by the City for a reasonable period of time, including the time, date and identity of the poster, when available, as determined by the Personnel Officer in consultation with the City Attorney.
6. Whenever possible, users and visitors to City social media sites shall be notified by the following message appearing on the City social media site or by a hyperlink directing a user to the same regarding comments posted by the public: "A comment posted by a member of the public on this page is the opinion of the commentator or poster only, and publication of a comment does not imply endorsement of, or agreement by, the City, nor do such comments necessarily reflect the opinions or policies of the City."
7. Each social media site maintains a "Terms of Use" agreement. All comments posted to any City social media site are bound by these Terms of Use and the City reserves the right to report any user in violation thereof.
8. All City social media sites shall adhere to applicable federal, state and local laws, rules, regulations and policies.
9. Comments on topics or issues not within the subject matter jurisdiction of the City may be removed.
10. Employees representing the City government via City social media sites shall conduct themselves at all times as a professional representative of the City and in accordance with all City policies.
11. All City social media sites shall utilize authorized City contact information for account set-up, monitoring and access. The use of personal email accounts or phone numbers by any City employee is not allowed for the purpose of setting up, monitoring or accessing a City social media site.
12. City social media sites may contain content, including but not limit to, advertisements, or hyperlinks over which the City has no control. The City does not endorse any hyperlink or advertisement placed on City social media sites by the social media site's owners, vendors or partners.
13. The failure to comply with this and other applicable policies of the City will be reviewed on a case-by-case basis and may result in disciplinary action.
14. The City reserves the right to change, modify or amend this Policy at any time.

C. Terms Of Use

As a public agency, the City abides by certain standards to serve all constituents in a civil and unbiased manner. Comments or content containing any of the following inappropriate form of content are not permitted and are subject to removal and/or restriction by the City:

1. Profane language or content
2. Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation, as well as any other category protected by federal, state or local laws.
3. Sexual content or links to sexual content
4. Content that includes unlawful harassment or threats of violence
5. Comments that are not topically related or out of context
6. Solicitations of commerce
7. Conduct or encouragement of illegal activity

8. Information that may tend to compromise the safety or security of the public or public systems
9. Content that violates a legal ownership interest of any other party
10. Content that defames any person, group, or organization
11. Disclosure of any proprietary, confidential, or privileged information

The content of City social media sites shall only pertain to City-sponsored or City-endorsed programs, services, and events. Content includes, but is not limited to, information, photographs, videos, and hyperlinks.

The City shall have full permission or rights to any content posted by the City, including photographs and videos.

Postings shall be made during normal business hours. After-hours or weekend postings shall only be made with the approval of the City's Social Media Administrator or their designee.

Any employee authorized to post items on any of the City's social media sites shall review, be familiar with, and comply with the social media site's use policies and terms and conditions.

Any employee authorized to post items on any of the City's social media sites shall not express their own personal views or concerns through such postings. Instead, postings on any of the City's social media sites by an authorized City employee shall only reflect the views of the City.

Postings shall contain information that is freely available to the public and not be confidential as defined by any City policy or state or federal law.

Postings shall not contain any personal information, except for the names of employees whose job duties include being available for contact by the public.

Any unofficial or non-authorized content and all content posted by a member of the public on the City's social media site are the opinions of the person making the post. Appearance of content on the City's social media sites does not necessarily imply endorsement of, nor agreement by, the City, nor does such content necessarily reflect the opinions or policies of the City.

The City reserves the right to deny access to City social media sites for any individual who violates this policy, at any time and without prior notice.

For any social media site approved by City, City may develop additional usage or other standards to optimize City's use of such third-party site.

Any content posted on a social media site may also be subject to third-party, site-specific rules or policies.

The City reserves the right to report any such violations of a third-party site's rules or policies. The City also reserves the right to report any posts to law enforcement.

D. Reporting/Removal Of Unauthorized Comments

The City requires the Social Media Administrators immediately notify the Personnel Officer if there is any posted material that may be inappropriate, that violates this policy, or any City policy, is illegal, or that potentially infringes the copyrights or other rights of any persons. The Personnel Officer shall investigate and respond to all reports of potential violations of this policy.

Any content removed based on these guidelines must be retained by the City for a reasonable period of time, including the time, date and identity of the poster, when available. Upon removal of content, the Social Media Administrator shall notify the commenter that their response has been deemed inappropriate and removed due to inconsistency with the City's content requirements.

The City reserves the right, at any time and without prior notice, to deny access to the social media site to any individual who violates this policy.

E. City's Rights To Posted Information

Images, text, video, audio files, and other content are subject to the Copyright Law of the United States of America and related codes, policies, and directives. The City may repost or disseminate such messages, images and information as it deems appropriate.

1. Public Records

The City is subject to the California Public Records Act, Government Code § 6250 *et seq.* All websites and social media sites shall clearly indicate that any article and any content posted or submitted for posting are potentially subject to public disclosure as required by law.

Due to the temporary and transitory nature of postings and comments on social media sites, social media postings and comments are not retained as public records unless printed, filed or otherwise saved by the City and in that event shall be retained pursuant to the City's Records Retention Schedules.

2. Privacy

All users of the City's social media sites are subject to the site's own privacy policy. The City has no control over a third party's privacy policy or their modifications to it. To protect your own privacy and the privacy of others, please do not include personal information, such as your Social Security number, phone numbers or email addresses in your comment.

3. Disclaimer

The following disclaimer shall be posted on the City social media sites' primary page or by a hyperlink directing a user to the same wherever possible:

"The City does not guarantee that any information posted by members of the public, or employees who are not designated as content providers is correct and it assumes no liability for any inaccuracies, loss or damage resulting from reliance on any such information posted on any external website by any unauthorized person(s). Furthermore, the City does not guarantee that the social media sites will be uninterrupted, permanent or error-free.

The intended purpose of this page is to serve as a mechanism for communication between the City and members of the public. However, this page is not the primary method of communication with the City, and any notices, requests for City services or public records requests must be made via official communication methods identified on the City's website, or by traditional methods of notification recognized by the City, and no comments or posts on this page will be construed as providing notice to the City of any claim, deficiency, dangerous condition, request, or otherwise.

Any comments or other content posted or submitted to this page for posting, as well as personal identifying information for the page's users and visitors, and its list of fans, may be public records subject to disclosure pursuant to the California Public Records Act ([Cal. Gov.](#) Code § 6250 *et seq.*)."

In addition to the above statement, the City social media sites' primary page shall also contain contact information for the City and a hyperlink to the City website providing addresses, names, phone numbers, fax numbers, and email addresses of applicable department listings or City staff and methods of making official requests for maintenance or services and notice of the condition of City property or other similar requests.

Section 9.11: Nepotism and Fraternization Policy

The purpose of this policy is to establish the nepotism and fraternization policy for the City. This policy is intended to avoid conflicts of interest between work-related and personal/family obligations; reduce favoritism or the appearance of favoritism; prevent personal/family conflicts from affecting the workplace; and decrease the likelihood of sexual harassment and/or gender discrimination in the workplace.

A. Definitions

The following definitions apply to each section of this policy.

1. A "romantic and/or sexual relationship"

Exists when two City employees become personally involved with each other to the point that there is dating, exchange of personal affection, sexual or physical intimacy and/or cohabitation.

2. The term "dating"

Includes but is not limited to one or more social meetings under circumstances that may lead to exchange of personal affection, and sexual or physical intimacy.

3. "Cohabitation"

Applies to those employees who live together, share room and board or sire children, without being married to one another.

4. "A social meeting"

Occurs when co-employees gather for purposes not related to work for the City.

5. A "significant other"

A relationship between an employee of the City and another individual as defined herein in (1), (2), and/or (3) and elsewhere in the policy.

6. A "relative"

An immediate family member of a city officer or regular or at-will employee. Immediate family members are those by blood or marriage within the third degree. This includes parents, siblings, children, grandchildren, grandparents, uncles/aunts, nieces/nephews, first cousins, great

grandparents, and great grandchildren, as well as the spouses, spousal equivalents, or domestic partners of each and any “step” relations.

7. “Employees”

Any person who receives a City payroll check for services, full or part time, rendered to the City.

8. Department(s) is defined as:

- Administration
 - City Manager’s Office
 - Administrative Services
 - City Clerk
 - Information Technology
 - Accounting and Finance
- Development Services Department
 - Planning Division
 - Park Maintenance
 - Building and Safety Division
 - Engineering Division
- Code Enforcement
- Community Services
 - Recreation Division
 - Youth Learning Activity Center
 - Senior Center

B. Fraternization

1. Romantic Relationships Between Supervisors and Subordinate Employees Are Prohibited

Public trust, safety and City morale require that employees avoid the appearance of a conflict between their professional responsibilities and any involvement that they may have in a romantic or sexual relationship with other City employees. In order to promote efficient operation of the City and to avoid misunderstandings, complaints of favoritism, other problems of supervision, security, morale, and possible claims of sexual harassment and/or gender based discrimination, romantic and/or sexual relations between supervisors and subordinate employees are prohibited.

2. Romantic Relationships Between Co-Employees in The Same Department Are Prohibited

Public trust, safety and City morale require that employees avoid relations, which may negatively impact the efficient operation of the City. In order to promote efficient operation of the City and to avoid formation of cliques and factions, claims of sexual harassment and gender based discrimination, and the blurring of professional and personal responsibilities and relationships in the workplace, romantic and/or sexual relationships between co-employees in the same Department are prohibited.

3. Enforcement

The City reserves the right to investigate situations in the workplace to determine whether a romantic and/or sexual relationship exists and therefore presents a possible violation of this Policy. If the City determines that a proscribed relationship (as defined by this policy) exists, remedial

and/or disciplinary measures, including but not limited to a transfer, reassignment, or dismissal, shall be utilized to mitigate issues that arise relevant to the enforcement of this policy.

- a. The City retains the right to refuse to place employees engaged in relationships prohibited by this policy in the same department where it has the potential for creating adverse impact on supervision, safety, security or morale or involves potential conflicts of interest.
- b. In order to implement such policies, and where the above circumstances exist and mandate that employees shall not work in a prohibited relationship, the City will attempt to transfer one party to the proscribed relationship to a similar classified position in another City Department, should such a position exist, be available, and should the employee possess the skills and qualifications necessary to perform the essential duties of the position. Although the wishes of the involved parties as to which individual will be transferred will be given consideration by the City, the controlling factor in determining who is to be transferred shall be the positive operation and efficiency of the City. If any such transfer results in a reduction in salary or compensation, applicable and legally required due process procedures shall be applied.
- c. In lieu of a transfer from one department to another, or in situations where no similar counterpart classification exists to which an employee in a proscribed relationship can be transferred, that employee may continue to be employed within the same City department subject to approval by the Department Director and the Personnel Officer or their designee. However, any such continuing employment is predicated upon both subject employees not reporting to the same immediate supervisor; not being supervised by each other; not working the same shift at the same work site; or, otherwise becoming involved in a work environment having the potential for adverse impact on supervision, safety, security or morale.
- d. If continuing employment of employees in a relationship prohibited by this Policy cannot be accommodated consistent with the City's interest in promotion of safety, security, morale and efficiency, then the City retains sole discretion to separate one of the parties from City employ. Absent resignation by one affected employee, the less senior, in terms of overall City service, of the involved employees shall be subject to separation. In the event of separation, applicable and governing due process procedures shall be applied.

The provisions of this fraternization policy are not applicable to individuals employed by the City on or before the date of adoption of this policy in their current state of marriage or non-marriage. As such, a change in marital status/cohabitation, etc. of any current employee, will result in the applicability of this policy. Furthermore, those employees are subject to any and all employment-related actions by the City, that are permissible pursuant to existing City policies and procedures to address conduct that is negatively impacting the work environment.

C. Nepotism

Relatives of employees shall not be employed in the same department of such a relative at any time by the City as further proscribed below.

As of the effective date of this Policy, City employees who are related as defined herein shall not be affected in their current job status except when the Personnel Officer or their designee determines that the circumstance of that employment raises an undue hardship upon the other employees within the

particular work unit and that such employment is detrimental to the supervision, safety, security and/or morale of the particular work unit.

It is found by the City that a business purpose exists and dictates that a prohibition on employment of relatives within City departments is essential to safety and efficiency when such employment result in any of the following:

1. A supervisor-subordinate relationship;
2. The employees having job duties, which authorize performance of shared duties on the same or related work assignment;
3. Both employees being under the jurisdiction of the same immediate supervisor; or
4. An adverse impact on supervision, safety, security and/or morale.

D. Employment of Relatives of Elected or Appointed Officials

To avoid conflicts of interests, members of the immediate family of elected or appointed officials shall not be appointed to fulltime or part-time City employment during the time the elected or appointed officials are in office. If an immediate family member of a newly elected City council member is an existing City employee, the Personnel Officer will ensure that there is no conflict of interest for the duration of the council member's term of office.

E. Effect of Post-Employment Marriage or Creation of Other "Relative" Status of City Employees

In determining rules and regulations governing the employment of City employees who become related, as defined herein, after commencement of City employ, the City is guided by the principles enunciated in the California Fair Employment and Housing Act (FEHA) which prohibits discrimination on the grounds of marital status. However, FEHA and its Regulations defining the same do authorize restrictions being placed upon married City employees (or upon people deemed related as a result of marriage [i.e., in-laws]) where for business reasons of supervision, safety, security or morale, the employer may refuse to place one spouse or other relative under the direct supervision of another spouse or other relative and refuse to place both spouses or other relatives in the same department, division or facility if the work involves potential conflicts of interest or other hazards greater for married couples or other relatives than for other persons. (Cal. Code Reg., tit. 2, Section 7292.5; Government Code Section 12940(a)(3)).

Recognizing the principles stated above, the City determines that "marital status" is defined as an individual's state of marriage, non-marriage, divorce or dissolution, separation, widowhood, annulment, or other marital state for purpose of this policy. Further, a "spouse" is defined as a partner in marriage.

The City retains the right to refuse to place one spouse or other relative under the direct supervision of the other spouse where there is a potential for creating adverse impact on supervision, safety, security or morale.

The City retains the right to refuse to place both spouses or other relatives in the same department where doing so has the potential for creating adverse impact on supervision, safety, security or morale or involves potential conflicts of interest.

In order to implement such policies, and where the above circumstances exist and mandate that two spouses or other relatives shall not work in a prohibited relationship, the City will attempt to do any of the following: Attempt to redefine the job responsibilities of the related employees within the

Department to minimize the conflict, if the redefinition of job status is not feasible, will attempt to transfer one spouse or other relative to a similar classified position in another City department. Although the wishes of the involved parties as to which spouse or other relative is to be transferred will be given consideration by the City, the controlling factor in determining who is to be transferred shall be the positive operation and efficiency of the City. If any such transfer results in a reduction in salary or compensation, the transfer shall not be considered disciplinary in nature and shall not be the subject of any form of administrative appeal.

In lieu of a transfer from one department to another, or in situations where no similar counterpart classification exists to which a spouse or other relative can be transferred, the City may request the voluntary resignation of one of the employees and if one of the employees does not voluntarily resign, the employee with the least employment experience/service with the City may be discharged by the Personnel Officer. Married or other related employees may continue to be employed within the same City department subject to approval by the Department Director and the Personnel Officer or their designee. However, any such continuing employment is predicated upon both spouses, or other similarly situated relative as defined in this Policy not reporting to the same immediate supervisor, not being supervised by each other, not working the same shift at the same work site; or, otherwise becoming involved at a work environment having the potential for adverse impact on supervision, safety, security or morale.

It is the duty of all involved employees that are in a situation prohibited under this policy to immediately notify their supervisor either in person or through the chain of command that a situation exists wherein the involved employee may be in violation of this policy. The City reserves the right to reasonably investigate the situation and determine whether or not the employee has violated this policy.

F. Responsibility Assignments

Department Directors/Division Managers/Supervisors are responsible to ensure that appropriate hiring practices are upheld in their respective Department/Division.

Department Directors/Division Managers/Supervisors are responsible to inform the appropriate management services Staff member of any potential breach of this Policy.

The Human Resources/Administrative Services Director is responsible for coordinating the resolution of any concerns of nepotism/fraternization.

The City Manager is responsible for implementing the policy and adjudication of instances of potential breach of this policy.

Section 9.12: Vehicle Usage Policy

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

The policy provisions apply to all vehicle operators driving in the course of City business. This policy does not apply to commercial motor vehicles.

A. Assignment Of Responsibility

1. Department Directors shall keep a list of all employees who may be required to drive City owned or privately owned vehicles on City business. Department Directors shall be responsible for overseeing the implementation of driver training programs and ensuring that all vehicle operators attend required training. In addition, Department Directors shall work with delegated Human Resources Staff to maintain a current list of employees for each department.
2. Risk Management shall coordinate all required training and maintain related records. Additionally, delegated Human Resources Staff shall ensure that evidence of insurance and driver's license information are maintained in each employee's file. delegated Human Resources Staff shall also receive and record Department of Motor Vehicles Pull Notice reports and notify Department Directors when necessary.
3. Risk Management shall review all accidents to determine whether an accident was preventable or non-preventable, and to make any necessary disciplinary recommendations.
4. The City uses the Department of Motor Vehicles (DMV) Employee Pull Notice (EPN) program to receive prompt and consistent updates to the driving record for each vehicle operator. HR shall receive and record DMV pull notice reports and notify supervisors when necessary.
5. Supervisors shall routinely monitor the driving of each employee during the course of performing the employee's job-related driving responsibilities. In addition, supervisors shall include the review of driving records as part of the employee's periodic evaluation. Supervisors shall also perform necessary accident reporting requirements as stated in Section I of this Vehicle Usage Policy.
6. The Department Director is responsible for the general operation of the City's automobiles assigned to their department, including receiving notification from any employee who reports unsafe conditions or defects in any City owned vehicle. Upon receiving such notification, the Department Director shall determine whether or not the vehicle is unsafe for continued operation.
7. All City employees shall promptly provide insurance and driver license information when notified that their job duties include driving either a City owned vehicle or privately owned vehicle. Employees are to comply with all training and other reporting requirements of this policy.
8. An employee whose assigned duties are subject to night and weekend emergencies may use a City vehicle, with prior approval of the Personnel Officer. The employee shall insure that the City vehicle is locked and secure while in the employee's possession, and that the employee has a current, valid license to operate subject vehicle. An employee who uses City vehicles or property for private purposes without prior authorization from the Personnel Officer shall be subject to disciplinary action.

B. Definitions

1. Preventable Accident: The vehicle operator failed to do everything reasonably possible to prevent the accident.
2. Non-Preventable Accident: The vehicle operator did everything reasonably possible to prevent the accident.
3. City Owned Vehicle: Any vehicle owned by the City, and assigned on a shared, designated, or permanent basis.

4. **Privately Owned Vehicle:** Any personally owned vehicle used by an employee, whether owned by the employee or not.
5. **Vehicle Operator:** An employee who is either operating a City owned vehicle or is operating a personally owned vehicle on City business.
6. **City business:** Activities that require the use of a vehicle and are authorized by the employee's supervisor. In the use of personal vehicles, City business also means that the operator is being reimbursed for mileage expenses according to Internal Revenue Service guidelines.

C. Use of City Owned Vehicles

1. City owned vehicles fall into the following three categories, and have restrictions based upon type and use:
 - a. Vehicles that are kept overnight at City facilities and are assigned for use on a shared or designated basis during the course of daily City business. Personal use is expressly prohibited.
 - b. Vehicles that are assigned to managers on a permanent basis and used for daily commuting to and from the City. According to the Internal Revenue Service, commuting to and from work and any other incidental personal usage is not considered official use, and shall be reported as taxable income.
 - c. Vehicles that are designed for emergency or on-call use and authorized for use to and from work in order to respond on a 24-hour basis. Employees authorized to operate emergency or on-call vehicles may make reasonable, but limited stops before and after assigned work shifts while traveling to and from work.
2. Only City employees are authorized to operate City owned vehicles.
3. City owned vehicles are for transporting only those employees whose duties require the use of a motor vehicle, and such other persons whose business activities are important to City interests.
4. Under no circumstances shall family members or friends be transported in City owned pool vehicles, including those that are authorized for use commuting to and from the City or designated for emergency or on-call use.
5. Employees who have a City owned vehicle permanently assigned to them and/or City owned vehicles assigned for use within their department are responsible for ensuring that only those persons with a valid driver's license and on official City business are allowed the use of the City owned vehicle.

D. Use of Privately Owned Vehicles

There are times in which the use of an employee's personal vehicle is preferable because either a City owned vehicle is not available or because the use of a privately owned vehicle is deemed more efficient. When such is the case, the following shall be adhered to:

1. An employee may use their privately owned vehicle when they have a transportation need for City business and upon prior authorization by their supervisor.
2. Employees who regularly use their own privately owned vehicles on City business must notify their insurance company of such use.
3. It is the responsibility of the individual utilizing their privately owned vehicle to maintain accurate records of the purpose and extent of their travel, and to make substantiated claims for reimbursement per the City's reimbursement policy. The vehicle and/or mileage allowance is intended to cover the employee's cost of operating the vehicle on City business, including the cost of insurance. Further, all operating expenses of the privately owned vehicles are to be borne by the

employee. This includes, but is not limited to, gasoline, oil, maintenance, wear and tear, depreciation and insurance.

4. The City is not liable for any damage to an employee's privately owned vehicle, unless caused by the City's negligence (employee's negligence excepted). It is the responsibility of the employee operating the vehicle to notify their immediate supervisor, the Department of Motor Vehicles, and the employee's insurance company in the case of any accident.
5. If an employee is responsible for an accident either while driving a City owned or personally owned vehicle, their own automobile insurance premiums may be increased.

E. Driver Training

Those employees who drive City owned vehicles are required to complete a defensive driver training course. Consideration should also be given to other employees who are regularly using privately owned vehicles as part of their essential job functions.

1. New employees shall complete a defensive driver training at the first available course date after the commencement of employment. Instruction shall also be provided to make certain that such employees are familiar with this policy.
2. Current employees who change assignments to include driving a City owned vehicle are similarly required to complete the provisions as stated in this section.
3. All employees who are required to participate in defensive driver training shall be required to repeat such training at least once every three years.

F. General Guidelines

1. Employees shall obey all Federal, State and local laws while operating either owned or privately owned vehicles on official City business.
2. It is the responsibility of the employee operating either a City or a privately owned vehicle to ensure that all persons in the vehicle use seat belts and have them properly adjusted before starting the engine of the vehicle.
3. When cargo, materials or tools are being transported, the vehicle operator is responsible for assuring that all items are properly secured.
4. No person shall be allowed to ride on running boards, fenders, hoods, or other locations on a vehicle not designed or approved by the manufacturer for passenger seating. An exception to this shall be areas designed and equipped for passengers outside the cab area for ceremonial events such as parades where the roads are closed and speed is under 5 miles per hour.
5. Any injuries sustained by the vehicle operator or other employees while a vehicle on City business shall be covered by workers' compensation.
6. When the vehicle operator is determined to be involved in a preventable accident the Supervisor shall recommend disciplinary action subject to re approval by the Department Director.
7. Alcoholic beverages and drugs shall not be transported or placed in owned pool or privately owned vehicle while on City business.
8. Any employee who operates a City owned vehicle, is responsible for the proper care and operation of that vehicle.
9. Employee shall periodically check to make certain that all vehicle equipment including headlights, turn signals, brake lights and washers are functioning properly, as set by department policy.
10. Any vehicle damage beyond normal wear and tear or that is affecting the safe operation of the vehicle must be documented and reported to the employee's supervisor.
11. No employee shall operate a City owned vehicle found to be dire condition.

G. Refrain From Use of Electronic Devices While Driving

Employees shall refrain from operating cellular telephones, laptop computers, navigational devices and any other device that may cause vehicle operator distraction while operating a City owned or privately owned vehicle in the course of conducting City business. Employees shall make every attempt to properly park their vehicle or use a hands-free device when using such equipment.

Employees who are charged with traffic violations resulting from the use of a cellular phone while driving on duty may be subject to disciplinary action and personal liability resulting from such traffic violations and are responsible for paying the cost of the citation.

H. Rental Vehicles

When it is necessary for a City employee to use a rental vehicle for City business, the employee shall utilize a City approved rental agency. Optional loss damage coverage should be purchased from the rental agency at the time the vehicle is rented, unless the credit card company used to pay for the rental vehicle provides coverage.

I. Accident Reporting Requirements

Any accident involving a City owned vehicle, rented or leased vehicle or privately owned vehicle used in the performance of City duties shall be reported as follows:

1. The vehicle operator shall summon medical care for any injured parties.
2. The vehicle operator shall notify appropriate law enforcement agencies.
3. The vehicle operator shall collect information about the other parties involved.
4. The vehicle operator shall notify their supervisor. The supervisor shall be responsible for initiating the departmental investigation of the accident and completing all required City reports. In the event of serious bodily injury, an Incident Report form shall be completed by the supervisor and submitted to the California JPIA.
5. The supervisor shall notify delegated Human Resources Staff. The accident must be reported to the DMV if more than \$1,000 in damage was done to the property of any person or the City, or anyone was injured (no matter how slightly) or killed. The report must be filed, whether the vehicle operator caused the accident or not and even if the accident occurred on private property. The report must be made on the California Traffic Accident Report, form SR 1, and must be made within ten days of the accident. If the report is not filed with the DMV, the vehicle operator's driving privilege will be suspended. The police or California Highway Patrol will not file this report.

J. Insurance

1. Proof of insurance is required before any privately owned vehicle can be authorized for City business and shall be provided to delegated Human Resources Staff annually thereafter, no later than January 31 of each year.
 - a. Employees who receive a monthly vehicle allowance shall maintain coverage in an amount not less than \$100,000 per person/ \$300,000 per occurrence (or a combined single limit of \$300,000) and property damage coverage in an amount not less than \$100,000 per occurrence.

- b. Employees that do not receive a monthly vehicle allowance and are authorized to use privately owned vehicles on City business shall maintain minimum coverage in an amount not less than \$50,000 per person/\$100,000 per occurrence (or a combined single limit of \$100,000) and property damage coverage in an amount not less than \$50,000 per occurrence.
2. California Insurance Code §11580.9 states that where two or more policies affording valid and collectible liability insurance apply to the same motor vehicle in an occurrence out of which a liability loss shall arise, it shall be conclusively presumed that the insurance afforded by that policy in which the motor vehicle is described or rated as an owned vehicle is primary and the insurance afforded by any other policy shall be excess.
3. The City shall not be responsible for any increase in the employee's automobile insurance premium as a result of an accident.
4. In the event of an accident, the employee is responsible for paying any deductibles the insurance company may require.
5. If insurance coverage is canceled, terminated, lapsed, or for any other reason curtailed, the immediate supervisor must be notified by the employee and the vehicle shall not be used for City service.
6. When an employee operating a City owned vehicle is involved in an accident, defense and settlement of any claim shall be the responsibility of the California JPIA, to the maximum protection limit (the California JPIA Memorandum of Coverage provides automobile liability coverage to all member entities, their city councils, commissions, committees, and employees). If an employee operating a City owned vehicle is sued independently as a result of an at-fault accident, the California JPIA may provide coverage to that employee if the accident qualifies as a covered occurrence.
7. Should an employee using their privately owned vehicle on City business be involved in an accident with resulting injury or property damage, the employee's own insurance carrier shall respond to defend the employee. Should a claim exceed the limits of the employee's liability insurance coverage, the California JPIA liability protection program will respond in an excess capacity if the accident qualifies as a covered occurrence.

K. Driver's License

1. All City employees authorized to use City owned or privately owned vehicles on City business must possess a valid California driver's license and provide proof of licensing upon hire.
2. All City employees must maintain a driver's license appropriate for the class of vehicle to be driven.
3. An employee whose driver's license is suspended or revoked for any reason must notify their supervisor no later than the first workday following suspension or revocation of their driver's license. Such employee shall not be allowed to operate any City owned or privately owned vehicles on City business.
4. Employees who possess temporary driving permits or hardship licenses shall not be permitted to operate City or privately owned vehicles in the performance of official City duties.

L. Review Of Driving Record

1. The City shall enroll employees that operate City owned or privately owned vehicles on City business in the Department of Motor Vehicles (DMV) Pull Notice Program. When a vehicle operator has received a violation, the DMV assigns points according to the type of violation, and automatically sends notification to the City.
2. In compliance with Vehicle Code Section 1808.47, all information received from the DMV shall be used solely for the intended purpose and kept in locked storage. Under no circumstances shall addresses or other information be given to a third-party employee who have an accumulation of four or more points in a 12-month period or six in a 24 month period or eight in a 36 month period may have City driving privileges suspended at the discretion of the Department Director. The Human Resource staff shall notify the Department Director when a driving record meets this threshold.
3. Any employee involved in a preventable collision or demonstrating questionable driving capabilities shall be required to attend remedial training in defensive driving. An employee may be regarded as having questionable capabilities based on a review of points assigned to their by the DMV in connection with citations and/or vehicular accidents.
4. Employees involved in additional preventable accidents or have a disqualifying action taken against their driver's license shall be subject to disciplinary action, the severity of which will be determined by the nature of the offense and the employee's past driving and disciplinary action records.
5. An employee who has been determined to be involved in two or more preventable accidents within a 36-month period while operating a City owned or privately owned vehicle in the performance of official City business shall be subject to disciplinary action up to and including suspension of City driving privileges.
6. Any conviction resulting from driving while under the influence of drugs or alcohol (DUI) or refusal to submit to a lawful roadside sobriety test shall result in disciplinary action up to and including suspension of City driving privileges.
7. Intentional abuse, moving violations, reckless operation, or negligent actions while operating any vehicle may result in the suspension of the employee's driving privileges, and is grounds for further disciplinary action.
8. Temporary or permanent suspension of City driving privileges for employees whose position requires operation of a vehicle shall be considered a loss of the ability to perform an essential job function.
9. If an employee has City driving privileges suspended, the City shall attempt to arrange for the employee to perform the essential functions of the job. If such accommodation is not possible or creates an unreasonable hardship for the City or coworkers, loss of City driving privileges shall be considered just cause for reassignment to a position that does not require operation of a vehicle at a pay rate commensurate with that position. If no such position is open, the employee may be terminated.

CHAPTER 10: PERFORMANCE EVALUATIONS

Section 10.1: Goals of Performance Evaluations

Performance evaluations are conducted to communicate organizational goals and objectives; establish individual employee performance objectives; document employees' performance in relation to the objectives set; counsel the employee on how to improve performance and improve interaction and understanding between the evaluator and the employee.

Section 10.2: No Expectations of Continued Employment for At-Will Employees

While at-will employees should be provided with annual goals and accomplishment expectations, there shall be no expectation that satisfactory accomplishment all of the expectations will result in continued employment. At-will employees may have their employment terminated at any time by the Personnel Officer.

Section 10.3: Merit Increases

Each at-will full-time employee shall be eligible for consideration of a merit-based salary step increase, of no less than five percent (5%), on a continuous basis until reaching the top of the salary range for their position. Merit increases shall be awarded if the employee has an overall performance rating of "meets standards" or above.

For employees hired before July 1, 2017, merit increases shall be effective on January 1st of each year.

For employees hired on or after July 1, 2017, the first merit increase shall be effective upon the successful completion of their six (6) month probationary period and then annually thereafter on their respective anniversary date. The anniversary date is not a fixed date nor is it the same as the employee's date of hire with the City. The anniversary date is determined by the date the employee completes the required probationary period for their current position.

In addition, performance improvement documentation may be given at any other time the supervisor deems appropriate.

Section 10.4: Part-Time Merit Salary Advancement

Part-time employees shall be eligible for a merit salary adjustment after completion of 1000 hours of service subject to the receipt of an overall satisfactory rating on the Performance Evaluation Form completed by their appropriate supervisor or manager.

Part-time employees shall advance from the step range successively after completion of an additional 1000 hours of service at each subsequent salary step subject to receipt of an overall satisfactory rating on the Performance Evaluation Form utilized by the City.

The effective date in which a part-time employee's hours begin accrual for merit increase eligibility shall be the employee's anniversary hire date and will reset after 1000 hours is completed.

Part-time employees are subject to this Handbook as they apply to merit increases. However, for exceptional performance, out-of-phase merit increases may be granted as recommended by the Department Director and approved by the Personnel Officer or designee. Instances of out-of-phase increases will be infrequent and shall be limited to classes listed on the part-time classification salary schedule.

Section 10.5: Performance Evaluation System

The City shall have in place a formal and consistent performance evaluation system and shall train both the supervisors and the employees in their use of the system in current use. The system may, from time to time, with notice, be changed.

Section 10.6: Supervisor Evaluation

The evaluation form is the official record of the employee's performance evaluation and is the primary basis for salary adjustments and changes in job position. The supervisor may consider information from evaluation form(s) from other evaluators, self-evaluation or supervisee evaluation as may be required by procedures in current use, when completing the supervisor's evaluation form.

Section 10.7: Discussing the Performance Evaluation

The supervisor shall meet with the employee to discuss the evaluation. If necessary, the supervisor may discuss the evaluation with the department head or the Personnel Officer prior to the interview with the employee.

Section 10.8: Signatures

When the performance evaluation interview is completed, both the employee and the supervisor shall sign the original form indicating that it has been discussed. Signing of the form indicates only that the performance interview was held. The employee may complete the comment section of the evaluation form at this time or may request a copy of the form in order to prepare a written response.

Section 10.9: Written Response by Employees

An employee who wishes to provide written comments on the evaluation must return written comments to the evaluator no later than five (5) workdays after the meeting to discuss the performance evaluation.

Section 10.10: Final Approval

After the response period (5 working days) has passed or the employee has provided written comments, whichever is sooner, the evaluator shall submit the evaluation to the department head for review and signature prior to submittal to the Personnel Officer for final approval of the recommended rating and related compensation adjustment. Both the evaluation form and a change form, noting changes in status and terms of employment, if any, and signed by the supervisor, shall be submitted for the Personnel Officer's signature.

Section 10.11: Completion of Performance Evaluation Process

The completed and fully signed forms shall be submitted to the Personnel Officer for processing and adjustment of compensation in accordance with Chapter 5 herein. The completed evaluation forms and applicable attachments shall be placed in the employee's personnel file.

CHAPTER 11: DISCIPLINARY AND GRIEVANCE PROCEDURES

Section 11.1: Disciplinary Procedures

Employees are expected to meet certain standards of job performance, interpersonal skills and conduct. The City may discipline an employee whose conduct or performance fails to meet reasonable City standards, i.e., for cause. Discipline may be imposed for a single incident or for a pattern of conduct. Discipline is intended to focus the attention of the employee on the performance problem and to encourage identified change. If the expected change does not occur in the required time, the City may terminate the employment of the employee.

Section 11.2: Grounds for Disciplinary Action of At-will Employees:

The department head may discharge, suspend, demote or otherwise discipline any employee for cause at any time, consistent with the Disciplinary and Grievance Procedures in this handbook.

Employees who are considered to be in at-will employment status may be dismissed from their employment at any time without undergoing the following identification of reasons for dismissal, notification and appeal processes.

A. Causes For Disciplinary Action

Include, but are not limited to, the following:

1. Violation of federal, state or local law, or ordinance affecting the City;
2. Violation of City personnel policies and/or regulations;
3. Possession, distribution, sale, use, or being under the influence of alcoholic beverages or illegal drugs or controlled substances (other than prescription drugs for personal use) while on City property, while on duty, or while operating a vehicle on City business;
4. Failure or refusal to comply with a lawful order or to accept a reasonable and proper assignment;
5. Inefficiency, incompetence, carelessness, or negligence in the performance of duties;
6. Neglect of duty;
7. Negligent or willful damage to public property or waste of public supplies or equipment;
8. Improper or unauthorized use of City vehicles or equipment or misappropriation of supplies: loss or misuse of City equipment may require the employee to bear the cost of replacing or recovering equipment or supplies;
9. Absence without leave or without authorization from supervisor;
10. Claim of leave under false pretense, or misuse of leave;
11. Furnishing false information to secure appointment;
12. Theft or misappropriation of City funds or property;
13. Acceptance by an employee of any bribe, gratuity, kickback, favor, or other items of value including meals and travel when it appears the favor or gratuity is given in the hope or expectation of receiving preferential treatment;
14. Unreasonable failure to undergo a medical examination authorized by these regulations;
15. Excessive absenteeism or tardiness;
16. Falsification of payroll time sheets;
17. Unlawful harassment, failure to report incidents or observations of harassment, or other unlawful activities;

18. Failure to cooperate with the investigation of harassment or other unlawful activities, such as discrimination;
19. Actual or threatened physical violence, threatening, intimidating, coercing any member of the City community;
20. Vulgar or abusive language;
21. Possession or use of dangerous or unauthorized materials, such as explosives, firearms, or other similar items, while on City property, while on duty, or while operating a City vehicle;
22. Sleeping, or giving the appearance of sleeping, while on duty;
23. Failure to obtain or maintain a certificate or license required for current position;
24. Failure to comply with accepted safety practices;
25. Job abandonment (3 days of no call/no show);
26. Insubordination;
27. Failure to exercise good judgment;
28. To be courteous and cooperative in relations with other City employees and with the public;
29. To conduct themselves, both on and off the job, in a manner that reflects credit to the department and to City service;
30. Or for other just cause.

Section 11.3: Types of Discipline

The City does its best to follow the progressive discipline steps which may include counseling, oral reprimand, written reprimand, reduction in pay or employment benefits such as training, promotion, etc., suspension without pay, demotion and termination of employment. Discipline may include any one or any combination of actions, and the actions may not necessarily be applied in any defined order. The purpose of discipline is to be corrective, not punitive, in nature; therefore, the City shall use progressive discipline, except in the case of an egregious act.

At-will employees may have their employment immediately terminated without undergoing any of the above discipline steps that are offered to correct the behavior of regular City employees.

Section 11.4: Informal Discipline/Counseling

An employee who receives counseling or an oral or written reprimand does not have the right to respond or to appeal the discipline in the manner described in the sections found under this section.

A. Counseling

A supervisor may counsel an employee concerning a minor performance problem. The supervisor may make a note of the discussion in writing, describing the date of the meeting, the subject, and the employee's response, if any, and place the note in an employee file kept by the supervisor.

B. Performance Improvement Plan (PIP)

This is a plan of action discussed with the employee that provides specific expectations to meet the requirements of performing the employee's job properly within quality and time-based standards. A PIP may last for a month or up to three months. Regular discussions between the employer and the employee will take place during this time to ensure that improvements are being made.

If the supervisor believes that not enough improvements have been made, they may take the next discipline step of providing a reprimand to the employee.

C. Reprimand

A supervisor may issue an oral or written reprimand. The written reprimand, or a memorandum for an oral reprimand, shall state specific details concerning the subject of the reprimand, describe the plan for improvement and the employee's response, if any, and show the date of the reprimand. The employee shall sign and receive a copy of the written reprimand or memorandum of oral reprimand, and the original shall be filed in the employee's personnel file. Please see Section 11.6 of this Handbook for more information regarding reprimands.

Section 11.5: Formal Discipline

No employee shall be subject to disciplinary action in the form of reduction in pay or benefits, suspension without pay, demotion and termination unless, as set forth specifically in this chapter, the employee has received (1) written notice of the proposed action, the date action will be taken, and the reasons for the action; (2) a written copy of the charges and either a copy or access to the materials on which the action is based; (3) the right to respond to the charges; and (4) a written decision after the response has been made or the response time has run, unless exigent circumstances warrant immediate measures.

A. Initiation of Formal Discipline

The employee's supervisor shall make the initial determination that formal disciplinary action is necessary and shall work with delegated Human Resources Staff to determine what form of discipline is appropriate. The City must follow the formal discipline steps outlined in the MOU with the City and Union for any employee represented by a union.

Section 11.6: Reprimand

A reprimand is normally considered the first discipline step. It may follow counseling and coaching for improvement, however, if the employee's supervisor believes that the employee's behavior immediately requires a reprimand without prior non-disciplinary steps, the supervisor should consult with the City's delegated Human Resources Staff to determine what steps to follow. If it is believed by all concerned that a reprimand is appropriate, employees represented by a union will be given the opportunity to have a union representative included in the investigation meeting.

Following an investigation into alleged violation of workplace expectations, as outlined in Section 2.4 of this Handbook, a supervisor may issue a written reprimand. The dated written reprimand shall state specific details concerning the subject of the reprimand, describe the plan for improvement and the employee's response, if any. The employee shall sign and receive a copy of the written reprimand and the original shall be filed in the employee's personnel file.

Section 11.7: Notice of Proposed Action (Skelly Notice)

At-will employees do **not** have access to the proposed notice of action that may be the cause for their employment with the City to be terminated. The Personnel Officer may terminate their employment without advance notice, or without providing appeal rights.

If the City wishes to suspend, demote or terminate an at-will employee, the Personnel Officer may do so based on any of the reasons provided earlier in this section, however, the Notice of Action and appeal steps provided to regular City employees do not apply.

Section 11.8: Grievance Rights and Procedures

At-will employees may submit a grievance and expect to have the following procedures followed. While there should be no retaliation for submitting a grievance, at-will employees should understand that they may have their employment terminated at any time by the City upon decision by the Personnel Officer.

Management and any employee in a position that is represented by a union will be covered by the grievance procedures outlined in the MOU between the City and the union.

A. Grievance

Any affected employee may submit a grievance, which is an alleged violation of a specific clause of Federal or State Law, the Municipal Code, City Personnel Policies, Rules and Regulations, and written departmental rules and regulations. Disciplinary actions, performance evaluations with overall rating of “meets standards” or above, and rejection during initial probation, are not subject to the grievance procedure. The grievance procedure shall not apply to employees protesting reduction in pay, lay-off, suspension, demotion or dismissal. An employee shall be permitted a reasonable amount of paid release time to prepare and present their grievance at each step.

Employees wishing to file a grievance shall comply with the following procedures:

B. Informal Discussion with Supervisor

The employee shall inform the immediate supervisor, orally of the grievance and relevant facts within five (5) calendar days after the employee knew, or in the exercise of reasonable diligence should have known, of the events giving rise to the grievance. The supervisor shall informally meet with the grievant within two (2) regular work shifts following such notification to discuss the issue. The supervisor shall provide a written decision to the employee within five (5) days following the discussion.

C. Formal Grievance Procedure

If the grievance is not resolved informally, the employee shall put the grievance in writing and submit copies to their department head no later than five (5) working days following the receipt of the informal decision. The written grievance shall include a citation of the sections of the MOU, personnel policies, rules and regulations, laws, and/or codes alleged to have been violated and remedy sought by the employee. The department head shall review the grievance and render a written decision to the employee within five (5) working days from receipt of the formal grievance.

D. Appeal to the Personnel Officer

If the grievance is not resolved at the department head level in Step One, the employee may appeal the decision to the Personnel Officer no later than ten (10) days following receipt of the written decision from the department head. The Personnel Officer shall review the grievance and render a written decision to the employee within ten (10) days from receipt of the appeal.

The decision of the Personnel Officer shall be the final administrative decision.

E. No Retribution

No retribution or prejudice shall be suffered by employees making use of the grievance procedure.

CHAPTER 12: PAYROLL PROCEDURES

Section 12.1: Personnel Records

The payroll and employee status records shall be prepared and maintained by delegated Human Resources Staff. It is the employee's responsibility to report a change of home address to delegated Human Resources Staff within one (1) week of the change.

Section 12.2: Pay Days and Pay Periods

Employees shall be paid on a semi-monthly basis. In the event that a pay day falls on a weekend or holiday, payday will be the preceding workday. Pay periods cover the first through the fifteenth and the sixteenth through the last day of the month.

Section 12.3: Payroll Deductions

Payroll deductions from employee paychecks fall into two categories: required and voluntary. Required by federal or state law or by City policy are: garnishments, Medicare, federal and state withholding depending on W4 determination. Voluntary deductions may include additional contributions to the Public Employee's Retirement System, Service Employees International Union (SEIU) dues, additional life insurance premiums, deferred compensation programs automatic savings plans with credit union and other required and/or voluntary deductions as may become available through City payroll.

Section 12.4: Time Report Sheets

For purposes of record keeping, employees shall submit time records in a manner and on a schedule as provided by the Finance Department. Payroll data for all employees will be compiled from time records in a form approved by the Personnel Officer. Falsification of time records is prohibited.

Section 12.5: Determining Hourly Rates of Pay

The hourly pay rate for regular salaried positions is determined by multiplying the monthly salary for the position by 12, dividing the product by 2,080 hours, and rounding to the nearest one cent. The hourly pay rate for all other positions shall be established in accordance with the Salary Resolution approved by the City Council.

Section 12.6: Final Pay

If an employee is terminated with the City, they shall be paid their final paycheck on the same day as termination. An employee who resigns shall receive the final paycheck on their last day of employment.

CHAPTER 13: WORK WEEK AND ATTENDANCE

Section 13.1: Hours of Business

Unless otherwise established and authorized by the Personnel Officer, all City offices shall be kept open from 7:30 a.m. to 5:30 p.m. Monday through Thursday, and 7:30 a.m. to 4:30 p.m. on alternate Fridays. With prior approval of the department head or Personnel Officer, the daily work schedule may be modified from time to time as necessary.

Section 13.2: Work Period

The work period will be forty hours per week. Employees shall work eight days for nine (9) hours a day and one day for eight (8) hours for a total of eighty (80) hours in a two-week period. The standard for accounting is eighty (80) hours in a two-week period.

The work period will begin at 11:31 a.m. on Friday and end the following Friday at 11:30 a.m. for all full-time employees on a traditional schedule and all full-time employees scheduled to be off on Fridays in accordance with the 9/80 work schedule. By beginning and ending the work period at 11:30 on Fridays, each seven-day work period is limited to equal 40-hour blocks (Example A).

During a two-week period, the employee shall have one day off. The regularly scheduled day off will be every other Friday.

Section 13.3: Management's Responsibility

Changes in an employee's 9/80-work schedule must be coordinated through the Personnel Officer and Department Head and must coincide with the beginning of a two-week period. Additionally, to ensure appropriate staffing levels to service the citizens and customers of La Puente, Department Heads will be responsible for ensuring there is adequate coverage in their respective department at all times. Lunch breaks must also be coordinated to maintain coverage in each department.

Section 13.4: Work Week Example

The example below show a work schedule distribution under the 9/80 definition.

It should be noted that the workweek is the basic unit for determining when weekly overtime obligations begin. The workweek does not mean the work schedule or the pay period; pay periods will remain the same.

EXAMPLE A (Employee has first Friday off in the two-week work period).

Work Week 1	F Day off /11:31	S	S	M	T	W	Th	F 11:30/									
Hours Worked	0	0	0	9	9	9	9	4	=40 hrs worked (1st wk)								
Work Week 2								F /11:31	S	S	M	T	W	Th	F Day off 11:30/		
Hours Worked								4	0	0	9	9	9	9	0	=40 hrs worked (2nd wk)	

As the 40-hour work week begins at 11:31 a.m. on Friday and ends at 11:30 a.m. the following Friday, this example shows the 4 hour/4 hour split that occurs every other Friday.

Section 13.5: Attendance and Punctuality

To maintain a productive work environment, the City expects employees to be reliable and to be punctual in reporting for scheduled work. Employees are expected to be at their place of duty ready to begin work when the workday begins. Failure of an employee to be at their workstation or to report for work at the beginning of the workday or shift constitutes tardiness.

Absenteeism and tardiness result in a burden on other employees and on the City's overall operations. Employees who are unable to be at work on time or are unable to work as scheduled must notify their supervisors as soon as possible via telephone in advance of the tardiness or absence.

Unscheduled, unexcused absences due to injury or illness, even when following appropriate guidelines, may still be deemed excessive. Excessive tardiness and poor attendance may lead to disciplinary action up to and including termination of employment.

Section 13.6: Lunch or Meal Periods

The supervisor or department head may authorize a regular schedule for lunch or meal periods.

Section 13.7: Break Periods

Employees shall be allowed one fifteen-minute break for each four (4) hour period worked. Breaks are generally scheduled in the middle of each four (4) hour work period. However, the supervisor or department head shall have the authority to arrange break times which best meet the needs of the department and the City.

Section 13.8: Usage of Leave Time

A. Jury Duty, Military Leave & Extended Leave

Employees summoned to jury duty, or military duty or on paid extended sick leave will continue to record hours as if they are on a 9/80 schedule.

B. Paid Sick Leave/Vacation/Bereavement Hours

Employees using paid sick leave, vacation, or bereavement occurring on eight- (8) hour days will be charged eight (8) hours and those falling on nine (9) hour days will be charged nine (9) hours.

If the scheduled hours are greater than the sick leave balance, the difference will be covered by:

1. Using vacation, admin leave, floating holiday, or compensation time; or
2. Absence without pay.

Employees will not be allowed to work nine hours on their eight (8) hour day to make up the difference in sick leave balance vs. scheduled hours.

C. Medical Appointments and Personal Business

Whenever possible, medical appointments and personal business should be conducted on an employee's regularly scheduled day off.

D. Non-Substitution of Day Off

If the employee is absent (sick leave, etc.) on a day other than their scheduled day off, the day absent cannot be substituted for the regularly scheduled day-off or eight-hour day.

Section 13.9: Holidays

A. Scheduled Holidays

The City observes the following holidays:

New Year's Day	January 1 st
Martin Luther King Day	3 rd Monday in January
President's Day	3 rd Monday in February
Cesar Chavez Day	March 31 st
Memorial Day	Last Monday in May
Juneteenth	June 19 th
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veteran's Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Friday after Thanksgiving Day	4 th Friday in November
Christmas Eve	December 24 th
Christmas Day	December 25 th
New Year's Eve	December 31 st

B. Holiday Pay for Part-Time Employees

Part-time employees shall be paid four (4) hours for any of the holidays listed above only when the holiday is observed on the individual employee's normally scheduled working day. If the employee works on the holiday, the employee shall receive the holiday pay in addition to their regular pay.

C. Holidays Falling on Weekends

All holidays falling on a Saturday will be observed on the Friday immediately prior to the holiday.

All holidays falling on a Sunday will be observed on the Monday immediately following the holiday.

If the preceding Friday or succeeding Monday is also a holiday, then the holiday is observed on the next preceding or succeeding workday.

D. Holiday Pay

Full-time employees are entitled to receive time off with pay, at their regular hourly rate, for all regularly scheduled hours which fall on the holiday. An employee who resigns may not select a holiday as the employee's last day of employment.

E. Floating Holidays

On January 1st of each year, full-time employees shall receive twenty-four (24) hours of floating holidays. Upon hire during the year, a new employee shall receive a prorated portion of the floating

holiday hours (Example: An employee with a hire date of 07/01/20XX will receive 12 hours of floating holiday hours). Floating holidays may be used at any time during the calendar year, upon advance approval of the supervisor or department head. Any unused floating holiday hours remaining at the end of each calendar year shall be forfeited after December 31st of that same year.

There shall be no payment for any unused floating holiday hours remaining at the time of separation from City service.

F. Extended Closure for Holidays

At the sole discretion of the Personnel Officer, offices and facilities including City Hall, City Yard, Community Center and Senior Center may be closed between the Christmas and New Year's holiday.

The Personnel Officer shall advise employees by no later than September 1st of each year of the City's intent to have an extended holiday closure for that same year.

In the event of such extended closure, an employee who opts to take the time off with pay must utilize vacation, administrative, compensatory, or floating leave balances.

In the event an employee does not desire to use their accumulated time banks, they may opt to take the time off without pay or may request to continue working their regular work schedule during the extended closure. Such requests shall be subject to approval by the Personnel Officer, who retains sole discretion in the approval/denial.

G. Working on a Holiday

In addition to the holiday pay, a full-time employee who is required to work on a paid holiday or during an extended closure for holidays shall be paid at time and one-half (1½) for all regular hours worked and double time (2X) for all overtime hours worked.

Section 13.10: Vacation Leave

A. Vacation Leave Accrual

Full-time employees shall accrue vacation each month based on the following schedule:

Years of Service	Annual Accrual Rate
0 to 5 years	10 days (80 hours)
6 to 10 years	15 days (120 hours)
11 or more years	20 days (160 hours)

Accrual at the next highest level shall begin on the anniversary date of the sixth (6th) and eleventh (11th) years, respectively.

B. Maximum Accrual of Vacation Leave

An employee may accumulate vacation up to three hundred and sixty (360) hours. An employee shall not continue to accrue additional vacation until the employee's vacation balance falls below the maximum accumulation allowed.

C. Use of Vacation

An employee may use vacation upon accrual, subject to approval by the department head or supervisor. Requests for vacation should be submitted in writing two (2) weeks prior to the requested time off.

D. Payment of Accumulated Vacation

An employee may elect to cash-out up to a maximum of eighty (80) hours of accumulated vacation hours once per fiscal year in accordance with City procedures, provided a minimum of eighty (80) hours remains accumulated after the cash-out. Payment shall be made on the next regular pay date following the employee's request and calculated at the employee's rate of pay at the time of the payment.

At such time an employee terminates service with the City, cash payment shall be made for all accumulated vacation hours at the employee's rate of pay at the time of the payment.

E. Retirement Benefits Calculations

For purposes of Retirement Benefits calculations, any cash payout of accrued vacation leave will not be considered eligible base salary.

Except with the approval of the Personnel Officer, an employee may not use more than 32 hours of vacation leave during the last 20 workdays of employment with the City.

F. Use of Vacation Leave

1. Eligibility for Use of Vacation Leave

Employees shall not be eligible to use vacation leave until completion of the introductory period unless special approval is granted by the Personnel Officer. Under no circumstances shall paid vacation leave be authorized beyond the amount which has been accrued by the employee.

2. Unscheduled Use of Vacation Leave

Circumstances such as personal illness or accident, family member illness or accident, or other personal or family emergency may necessitate the use of vacation leave without prior notice or approval. In such cases, the employee shall notify the supervisor or department head as soon as the employee becomes aware that use of vacation leave is necessary.

3. Holidays Falling Within Authorized Vacation Leave

In the event one (1) or more City holidays fall within a period of authorized paid vacation leave, such holidays shall not be charged as vacation leave.

4. Periods of Non-Accrual

Vacation leave ceases to accrue once an employee reaches the maximum accrual of vacation leave and during periods of unpaid absences from the City. For purposes of this policy, unpaid is defined as receiving neither City-paid wages nor wage replacement payments from the City's workers' compensation insurance. Wage replacement payments from the City's long-term disability insurance plan do not qualify as wages for the purpose of this policy.

CHAPTER 14: LEAVES OF ABSENCE

Section 14.1: Eligibility

All regular and temporary, at-will, introductory, probationary, and full-time employees are entitled to certain State, Federal, and City leave provisions. Some benefits have specific attendance and employment periods that must be met before employees utilize leave time. As appropriate, the eligibility criteria will be provided within each leave type.

Section 14.2: Leave Requests

Other than sick leave detailed later in this chapter, a leave request must be approved by the employee's supervisor. The supervisor shall inform the Department Head of the employee's request.

Except in circumstances which prevent advance notice, the employee should provide a minimum of thirty days (30) notice. If family and medical leave is requested, the Personnel Officer or delegated Human Resources Staff will provide the notice concerning rights and benefits required by law.

Section 14.3: General Provisions

- A. A leave of absence may include both paid and unpaid days. During protected leave periods an employee will continue to receive health insurance benefits at the same level and under the same conditions that coverage would have been provided had the employee continued active employment. If the employee contributed to the group plan premium before taking leave, they must continue to pay their portion while on leave.
- B. Seniority, vacation, sick leave and holiday benefits do not accrue during periods of unprotected/unpaid leave of absence.
- C. Regular merit increase consideration shall be delayed for the length of time that an employee is on an unpaid leave of absence.
- D. An employee granted a leave of absence exceeding thirty (30) days must provide the City with two (2) weeks' notice prior to their anticipated return to work date.
- E. An employee requiring an extension to a leave of absence must request the extension two (2) weeks before the original leave expires.
- F. Depending on the type of leave, the employee shall complete the appropriate section of the time sheet and/or the appropriate Leave of Absence Request process.

- G. In accordance with the Americans with Disabilities Act (ADA), the City shall make every reasonable accommodation to provide a modified duty assignment to a disabled employee covered under the ADA who is unable to perform the essential functions of their job.
- H. Failure to return to work on the next scheduled workday following the expiration of a leave of absence may result in termination of employment.

Section 14.4: Impact and Responsibilities if Not Being Paid for Eleven or More Days a Month

An employee who is not on the payroll for eleven or more working days in a month shall not earn vacation, sick leave, the City's contribution to medical insurance, or any other benefits furnished by the City during that month. Employees are responsible for ensuring their contribution to medical and other insurance plans they have enrolled in are made on a timely basis. The City will inform the employee of the amounts owed and when they are to be paid.

Section 14.5: Bereavement Leave

In the event of a death of a qualifying family member of a full-time at-will employee, with at least thirty (30) days of employment with the City, up to a total of five (5) days off, four (4) paid days off, the fifth (5th) day is unpaid.

The City agrees to provide four (4) days paid bereavement leave for each incident of imminent death and/or death for qualified family members and/or a designated person. Four days of bereavement leave shall not be chargeable to or accumulated as sick time, or any other paid leave. The fifth day may be paid out of any of the employee's accrued leave. The five days of bereavement leave may be taken intermittently and must be completed within three (3) months of the death of the qualified family member.

"Qualifying family" is defined as: spouse, registered domestic partner, father, mother, child, brother, sister, grandparents, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, stepmother, stepfather, registered domestic partner-in-law, relative or person living with the employee, selected designated person, and any other individuals as deemed appropriate by the Personnel Officer.

Upon request, employees may be provided additional days of paid bereavement leave at the sole discretion of the Personnel Officer or their designee.

There is no limit for how many times an employee can be eligible for bereavement leave defined in AB 1949.

The City may require that the employee provide documentation of the death of the family member within 30 days of the first day of the leave. Documentation can include verification of death, memorial services, published obituary.

The City will not retaliate against any employee who exercises their right to bereavement leave.

Section 14.6: Blood Donation

An employee may, with advance approval, take paid time off of up to one (1) hour to donate blood to a local Blood Bank. This may be utilized no more than twice in a calendar year.

Section 14.7: Child's Suspension

An employee who is the parent or guardian of a child who has been suspended from school shall be given time off if requested to appear at the school in connection with that suspension. The employee must give reasonable notice to their supervisor of the impending absence.

Section 14.8: Child/School Visits Leave

Employees who are parents or guardians of any child in K-12, or at a licensed childcare provider, are allowed up to eight (8) hours unpaid time off per month, per child, with a maximum of forty (40) hours per school year, to participate in any child's school activities. This includes finding, enrolling, or re-enrolling a child in school or with a licensed childcare provider, addressing a childcare provider, and responding to a school/childcare provider emergency including a request for a child to be picked up from school/care, behavioral/discipline problems, closure or unexpected unavailability of the school/childcare (excluding planned holidays), or a natural disaster.

For the purpose of this section, a "parent" is defined as a: parent, legal guardian, stepparent, foster parents, grandparent, or a person who stands in loco parentis to a child.

- A. Employees must provide their supervisor with reasonable notice of the planned time off by completing the appropriate leave request form.
- B. Employees may elect to use accrued paid time off, e.g. vacation leave, or personal time off, not sick leave, to cover the time taken for the school visit(s).
- C. Upon the City's request, employees must provide written verification from the school of parental participation specifying the date and time of the activity.

Section 14.9: Domestic Violence Leave

An employee who is the victim of domestic violence is eligible for time off to:

- A. Seek medical attention for injuries caused by domestic violence.
- B. Obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence.
- C. Obtain psychological counseling related to an experience of domestic violence.
- D. Participate in a judicial action, such as obtaining restraining orders, or appearing in court to obtain relief to ensure their health, safety, or welfare, or that of their child.
- E. Participate in safety planning and take other actions to increase safety from future domestic violence, including temporary or permanent relocation.

As a condition of taking time off for the above purposes, the employee shall give their supervisor or the City's delegated Human Resources Staff reasonable advance notice of the employee's intention to take time off. If advance notice is not feasible, the employee must communicate with their supervisor as soon as possible to register their absence from work. The employee may use accrued paid vacation time, sick leave, compensatory time, or unpaid leave time for this leave.

When an unscheduled absence occurs, the employee must, within a reasonable time after the absence, provide any of the following certification:

- A. A police report indicating that the employee was a victim of domestic violence.

- B. A court order protecting the employee from the perpetrator of an act of domestic violence, or other evidence from the court or prosecuting attorney that the employee appeared in court.
- C. Documentation from a medical professional, domestic violence advocate, or health care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence.

To the extent permitted by law, the City shall maintain the confidentiality of any employee requesting this leave.

Section 14.10: Family Leave Medical Leave

The City wants to ensure that its employees have the time to heal from their own serious health condition(s) and/or help their family members heal from their serious health condition(s) or provide family care. Therefore, the City complies with the California Family Rights Act of 1993 (CFRA), as amended, which covers employers of five (5) or more, and the federal Family Medical Leave Act of 1993 (FMLA). Since there are many requirements, qualifications, and exceptions under these laws, employees are encouraged to contact delegated Human Resources Staff to discuss options for leave as soon as a need for leave is known.

FMLA/CFRA leaves contain a guarantee of reinstatement to the same or to a comparable position at the end of the leave.

A. Eligibility Criteria for Leave Under CFRA/FMLA

To be eligible for this leave, an employee must meet the following criteria:

1. Worked at least 12 months for the City as of the date leave commences; **and**
2. Worked at least 1250 hours of service for the City during the 12 rolling month period* worked immediately preceding commencement of the leave.

*Within any 12-month period, an employee may be entitled to take up to twelve (12) weeks of protected leave.

Note: FMLA/CFRA laws only provide protected unpaid leave, i.e., employees cannot be disciplined for taking leave if they have been certified as being approved to take this leave. FMLA/CFRA is unpaid, and employees must use their own sick leave, and other accruals if they wish to remain in paid status. If employees do not have enough accruals to remain in paid status, they may, on their own, with their health provider's support, apply for the City's disability insurance.

B. Leave Entitlement for Personal Care or to Care for a Family Member or Designated Person

Provided they meet the eligibility criteria established by these laws, employees may have a right to a period of twelve (12) consecutive weeks, or a total of four hundred eighty (480) intermittent hours, of unpaid job-protected leave in any 12-rolling month period for certain family, designated person care or their own medical leave. Any employee may be eligible for leave for:

1. Needing time away from work to care for their own serious health needs
2. To provide care for their family members including child of any age, i.e., biological child, adopted child, foster child, stepchild, legal ward, or a child for which the employee stands *in loco parentis*, parent, sibling, spouse, or registered domestic partner, parents-in-law. See below for information on leave for a designated person. The birth, adoption, or foster care placement of an employee's child

3. Leave for birth and care, or placement for adoption or foster care must conclude within 12 months of the birth or placement.
4. Eligible family members of both current servicemembers and certain veterans are entitled to military caregiver leave of up to 26 workweeks of FMLA leave in a single 12- month period to care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the servicemember (military caregiver leave).

Designated person, per CFRA and the Healthy Workplaces, Healthy Families Act, is defined as “any individual related by blood or whose association with the employee is the equivalent of a family relationship.” Delegated Human Resources Staff will assist employees in determining the leave rights to care for self, family or a designated person.

C. Certification Required

The City will require certification from the patient’s attending health care provider in a timely manner to support the request for leave to care for a family member or due to their own medical condition. The certification shall specify the commencement date of the event which prevents the employee from performing the functions of their position, the anticipated duration of the leave, and a statement indicating the reason(s) the employee is either unable to perform the functions of their position or is required to be absent in order to attend to the serious health condition of a family member.

1. In the case of fostering or adopting a child, appropriate documentation must be provided in a timely manner.
2. In the case of providing care for a covered service member, the appropriate documentation requiring the leave of a City employee must be provided as soon as possible.

D. Amount of Family and Medical Leave

Eligible employees are entitled to an FMLA/CFRA leave of absence totaling twelve (12) weeks, or four hundred eighty (480) hours of intermittent leave during any consecutive twelve (12) month period, beginning on the day the employee first takes family and medical leave. The twelve (12) month period is calculated by using a “rolling period” method that measures backward from the date an employee last used FMLA leave. Any leave qualifying for both FMLA leave and leave under California Fair Employment and Housing Act (FEHA) shall be counted against the employee's entitlement under both laws.

Spouses employed by the same employer are jointly entitled to a combined total of twelve (12) workweeks of family leave for the birth and care of the newborn child for placement of a child for adoption or foster care, and to care for a parent who has a serious health condition.

E. Intermittent Leave

Under some circumstances, FMLA leave may be taken on an intermittent or reduced leave schedule. “Intermittent leave” is leave taken in separate blocks of time due to a single illness or injury, rather than for one continuous period of time, and may include periods of an hour or more to several weeks.

F. Use of Accrued Paid Leave While on FMLA

Where permitted by both Federal and State laws, an employee shall be required to use accrued vacation leave, sick leave, management leave, or any combination of accrued paid leave during the duration of their FMLA leave to the extent available.

G. Insurance Benefit Premiums During FMLA

An employee is eligible for the same insurance benefits and premium payment arrangement during FMLA as if the employee were not on leave, for a maximum of twelve (12) weeks. An employee on unpaid leave beyond the protected twelve (12) weeks is no longer considered on FMLA and, therefore, if the employee wishes to continue health insurance coverage they may do so at their expense, at the City's group rates, in accordance with COBRA provisions. The employee must arrange for payment of the premium contribution, if any, prior to commencement of the leave. A lapse in insurance coverage will occur if a premium payment is more than thirty (30) days late.

H. Accrual During Unpaid Leaves

There are no paid holidays, and sick and vacation leave cease to accrue during periods of unpaid absence. For purposes of this policy, unpaid is defined as receiving neither City-paid wages nor wage replacement payments from the City's workers' compensation insurance. Wage replacement payments from the City's STD and/or LTD insurance plan do not qualify as wages.

If the employee uses accrued leave for some or all of their protected FMLA/CFRA leave, this period will be considered paid leave and the employee will continue to accrue leave and/or be paid for paid holidays occurring during their paid leave.

I. Effect on Anniversary Dates

An unpaid leave of absence of thirty (30) or more cumulative days in a twelve-month period, above that which is mandated by state and federal law, constitutes a break in continuous employment. As a result, an employee's Anniversary Date, vacation leave accrual date and performance evaluation date shall be extended by the amount of time equivalent to the amount of unpaid leave time taken for the length of all authorized unpaid leaves of absence exceeding thirty (30) cumulative days in a twelve-month period. These time extensions shall be rounded to the nearest whole month. For example, unpaid leave of forty (40) cumulative days would extend an employee's general leave accrual date and performance evaluation date one month; unpaid leave of forty-seven (47) cumulative days would extend those two (2) months.

J. Insurance Benefit Premiums During Leaves

Regular employees who are receiving compensation during an approved leave of absence, either from vacation leave accruals, sick leave accruals or workers' compensation benefits, shall have their insurance benefit premiums paid on the same basis as if they were not on leave. Unless otherwise stated in these rules and regulations, employees who are granted an unpaid leave of absence and who wish to continue health insurance coverage may do so at their own expense at the City's group rates, in accordance with COBRA provisions. Employees must arrange for benefit payments prior to commencement of the leave in order to avoid a lapse in insurance coverage.

K. Return Notice

An employee who is granted a leave of absence, which exceeds thirty (30) days must provide the City with two (2) weeks' notice prior to the anticipated return to work date. Failure to return to work from any leave of absence on the next scheduled workday following the expiration of a leave of absence may result in discipline, including termination of employment; unless extended by their or their family member's health care provider and otherwise in compliance with this policy.

L. Reduction or Restructuring of Work Force During Leaves of Absence

If business conditions require a reduction or restructuring of the work force, employees on an approved leave of absence will be treated as active employees.

M. Extended Leave Due to Serious Health Condition

Any leave needed that is greater than twelve (12) weeks must be discussed and approved by the employee's supervisor and the Personnel Officer. Employees are encouraged to communicate with the City's delegated Human Resources Staff to ensure all documentation is correctly completed and submitted in a timely manner for these circumstances.

N. Periodic Check Ins

While on leave, the City may ask the employee to provide periodic reports of status and intent to return to work.

O. No Outside Work While on FMLA Except For Military or Public Service Requirements

Employees may not perform work for self-employment or for any other employer during an approved leave of absence, except when the leave is for military or public service or when the City has approved the outside employment and the employee's reason for FMLA leave does not preclude the outside employment.

Section 14.11: Jury Duty

Full-time at-will employees shall be entitled to a maximum of fifteen (15) days of paid jury duty leave per calendar year.

When an employee is summoned to jury duty, the following must be followed:

- A. It is important that the employee notify the court of the City's policy of compensating employees for fifteen (15) days of jury duty pay.
- B. Should a classified full-time employee be required to serve more than fifteen (15) days, the employee must submit proof from the court that the employee's service must be extended beyond fifteen (15) days.
- C. If the employee is not dismissed from jury duty at the conclusion of fifteen (15) days, the employee may be authorized to use their personal leave time, upon prior approval of the Personnel Officer.
- D. An employee summoned for jury duty shall provide a copy of the summons to their supervisor on the first workday after receipt of such summons.
- E. Upon return from jury duty all employees are required to submit documentation of attendance as a juror or court witness.
- F. The employee shall be required to remit payments received to the City for jury duty service, excluding mileage reimbursement, which occurred during regularly scheduled working hours.

Employees will not be compensated as above when subpoenaed to appear in a matter for which they are a party to the proceedings.

Part-time at-will employees are not compensated by the City when absent for jury or witness duty. A department head may request the Personnel Officer's assistance to relieve an employee from serving as a

juror if the employee's absence from City service would pose an undue burden or hardship upon the efficient operation of the City.

Section 14.12: Kin Care

As defined by California law, Kin Care leave is time provided to employees to take time off work to care for a family member. This leave is particularly useful for employees who may not meet FMLA/CFRA criteria. The types of family members covered by the law includes a:

- A. Child of any age*, i.e., biological child, adopted child, foster child, stepchild, legal ward, or a child for which the employee stands *in loco parentis* and grandchild.
- B. Parent, i.e., biological parent, adoptive parent, foster parent, stepparent, or legal guardian.
- C. Spouse, registered domestic partner, grandparent, or sibling.

Employees are entitled to take accrued sick time off from work in order to:

- A. Seek diagnosis, care, or treatment for an existing health condition of an employee's family member, and;
- B. Support a family member who was the victim of domestic violence, sexual assault, and/or stalking.

The City will not retaliate against any employee taking time off for proper use of kin care leave.

As with all sick leaves, the City may request medical evidence of the illness or reason for taking Kin Care leave. The employee is responsible for providing requested documentation in a timely manner and also for providing timely notice to their supervisor of the need to take such leave.

Section 14.13: Leave of Absence Without Pay

Leave of absence without pay above that which is mandated by State and Federal Law may be granted in cases of emergency or where such absence would not be contrary to the best interests of the City. Such leave so granted is not a right but an authorized privilege. The Personnel Officer is authorized to extend leave without pay up to three (3) months. The City Council may grant up to an additional six (6) months based on extraordinary circumstances. Such authorization is solely at the discretion of the Personnel Officer and City Council. No vacation, sick leave, or any other paid benefit including, the City's DOC program and PERS contributions, shall be accrued or used during such leave.

Section 14.14: Military Leave

An employee who is a member of the Army, Navy, Air Force, Marine Corps, Coast Guard and the Reserves for each of those branches, Army National Guard, Air National Guard, commissioned corps of the Public Health Service, and any other category of people designated by the president in time of war or national emergency, shall be allowed leave in accordance with the provisions of law governing such leaves. The City shall follow all governing laws in effect at the time of an employee's request for Military Leave. Ref: The Uniformed Services Employment and Reemployment Rights Act of 1994, (USERRA)

The USERRA requires employees to provide their employers with advance notice of military service, with some exceptions. Notice may be either written or oral. It may be provided by the employee or by an appropriate officer of the branch of the military in which the employee will be serving.

The employee taking Military Leave should contact delegated Human Resources Staff for more information.

USSERA will be followed by the City for all employees who have been absent from a position of employment because of service in the uniformed services. The law guarantees an employee returning from military service or training the right to be reemployed at their former job (or as nearly comparable a job as possible) with the same benefits.

Section 14.15: Organ and Bone Marrow Donor Leave

Employees who are donors for organ or bone marrow may take paid time off as follows:

- A. Up to thirty (30) workdays of leave in a one-year period for the purpose of donating an organ to another person.
- B. Up to five (5) workdays of leave in a one-year period for the purpose of donating bone marrow to another person. The one-year period is calculated from the date the employee's leave begins.

During the leave for organ/bone marrow donors, the City will continue to provide for any group health plan benefits the employee was enrolled in prior to the leave of absence.

Employees who wish to take a leave of absence to donate bone marrow or an organ will be expected to provide documentation that the employee is an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.

The City requires that employees taking leave for:

- A. Organ donation use two (2) weeks of accrued but unused sick, vacation and/or floating holiday leave.
- B. Bone marrow donation use five (5) days of accrued but unused sick and/or vacation leave.

Once a donor has exhausted the required paid leave, the employee will be paid for the remaining leave of absence, if additional leave is needed, up to the maximum allowed by law.

Leave taken for the purpose of organ or bone marrow donation is not leave for the purpose of Family Medical Leave or under state law, the California Family Rights Act (CFRA).

Section 14.16: Pregnancy Disability Leave

Pregnancy disability leave shall be granted without pay to eligible employees pursuant to the Fair Employment and Housing Act (FEHA). Pregnancy disability leave will be allowed for a period of time not exceeding four (4) months. An employee requesting pregnancy disability leave shall provide delegated Human Resources Staff with certification from her health care provider stating the anticipated delivery date and estimated dates and duration of the disability. If there is a change in diagnosis, and the dates are either accelerated or delayed, notification from the health care provider shall be required. An employee may be eligible for long-term disability coverage during a pregnancy leave. Complete details are available from the delegated Human Resources Staff.

Any leave qualifying for both federal FMLA leave and leave under the state FEHA shall be counted against the employee's entitlement under both laws. This means that the employee is entitled to a single four (4) month period of leave, not a total of eight (8) months of pregnancy disability leave.

Employees who are absent up to four (4) months for a pregnancy disability may also be absent up to an additional twelve (12) weeks to care for their newborn child under the California Family Rights Leave Act (CFRA). The City's obligation to pay for health insurance is limited to twelve (12) weeks over a twelve (12)-month period for both pregnancy disability leave and leave to bond with her newborn. If employees are absent beyond their pregnancy disability period to care for their newborn child, they are required to first use all accrued paid leave.

A. Use of Leave While on Pregnancy Disability Leave

Employees are required to use accrued sick leave, management leave, compensatory time, or any combination of accrued paid leave during the duration of their pregnancy disability leave. The employee, at her option, may also use any accrued vacation leave.

An employee who takes a pregnancy disability leave shall be eligible for reinstatement to the former position at her former rate of pay. However, if the same position is no longer available due to business necessity, the City may instead offer a job that is comparable in terms of pay, location and job content.

B. Return to Work - Physician's Statement

The City reserves the right to require an employee returning from a pregnancy disability leave to provide a physician's statement that certifies the employee's fitness for duty.

Section 14.17: Sick Leave

Full-time at-will employees shall accrue sick leave at the rate of eight (8) hours per month, for up to ninety-six (96) hours per year, in Sick Leave Bank A.

A. Maximum Accumulation

1. Sick Leave Bank A

A maximum of five hundred (500) hours of sick leave may be accumulated in Sick Leave Bank A. Hours accumulated in Sick Leave Bank A are for the purpose of use in accordance with subsection B or subsection C below.

2. Sick Leave Bank B

Sick leave hours accrued in excess of five hundred (500) hours shall be placed in Sick Leave Bank B. There shall be no maximum accumulation limit on sick leave in Sick Leave Bank B. Sick Leave Bank B may only be used for the purpose of conversion to retirement service credit in accordance with subsection D below. There shall be no cash value to Sick Leave Bank B. An employee shall no longer be able to use hours, in accordance with subsection B below, once they have been deposited into Sick Leave Bank B.

B. Use of Sick Leave

Sick leave may be applied to:

1. An absence caused by illness or injury to an employee.
2. Medical and dental office appointments for examination or treatment when absence during working hours for this purpose is authorized, preferably in advance, by the department head.

3. Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a licensed physician that the presence of the employee on duty would endanger the health of others.
4. To attend to a qualified family member or designated person.
5. Any other reason as permitted by law

C. Payment of Accumulated Sick Leave

On December 1st of each year, and/or upon retirement with five (5) or more years of City service, an employee may elect to cash-out up to one hundred (100) hours of sick leave from Sick Leave Bank A, which has accumulated in excess of three hundred (300) hours. Payment shall be made on December 16th, or in the case of retirement with the final check issued to the employee, at the rate of one-half (½) of the employee's regular rate of pay at the time of the payment.

No payment or retirement service credit shall be made for accumulated, but unused, sick leave from Sick Leave Bank A or B upon separation from City service, excluding retirement.

D. Conversion of Sick Leave to Retirement Service Credit

Using the Credit for Unused Sick Leave (Government Code§ 20965), upon retirement, an employee may be able to convert accumulated, but unused, sick leave in Sick Leave Bank A and/or B to additional service credit.

E. Doctor's Certificate

The department head may request that the employee submit a doctor's certificate for unscheduled absences due to illness of duration in excess of three (3) or more consecutive days.

F. Use of Sick Leave During Introductory Period

Staff are strongly encouraged to refrain from taking sick leave unless such leave is absolutely essential during the first six months of City full-time employment as employees are expected to be at work as much as possible. Sick leave accrued for the initial six months of employment may be used after that period has been completed.

G. Sick Leave for Part-Time Employees

Part-time employees accrue sick leave pursuant to California law.

All part-time employees can use accrued sick leave for themselves for preventative care (such as physical exams) or care of an existing health condition. Part-time employees may use sick leave for the employee's own health condition or preventative care or for that of a qualified family member or to obtain relief or services related to being a victim of domestic violence, sexual assault, or stalking.

Section 14.18: Voting Leave

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time to vote. An employee will be allowed a maximum of two hours of time off without loss of pay. Such time off shall be taken at the beginning or end of the regular working shift, whichever allows for more free time and the time taken off shall be combined with

the voting time available outside of working hours to a maximum of two (2) hours combined. When possible, an employee requesting time off to vote shall give their supervisor at least two (2) days' notice.

Section 14.19: Various Other Leaves of Absence

In compliance with the California Labor Code, the City offers the following leaves:

- A. Leave for Drug and Alcohol Treatment
- B. Leave for Literacy Assistance
- C. Crime Victim's Leave

For more information on the above leaves, inquire with delegated Human Resources Staff.

Section 14.20: Workers' Compensation Leave

All City employees are covered by the City's Workers' Compensation Insurance policy, providing temporary disability benefits for qualified work-incurred injuries or illnesses in accordance with State Workers' Compensation Laws and the provisions of the City's Workers' Compensation Insurance Plan. The laws provide that all eligible employees shall be entitled to receive temporary disability wage replacement payments in the event of a qualified work-incurred injury or illness. Eligibility is determined solely by the insurance provider. If eligible, in addition to disability payments, necessary hospital, medical, and surgical expenses may be covered under the policy, with payment being made directly to the hospital or physician. The City is responsible only for all the necessary reporting paperwork.

A. Reporting Accidents and Injuries

An employee who is injured or becomes ill in the course of employment must immediately report the incident to the employee's supervisor and the Personnel Officer. The supervisor is responsible for submitting, within 24 hours of the incident, a statement giving all details of the incident and signed by the employee. An employee who fails to promptly report a work-incurred injury or illness to their supervisor and delegated Human Resources Staff may be subject to discipline.

B. Salary Continuation Benefits

An employee eligible for temporary disability payments under the Workers' Compensation laws will receive salary continuation payments for related lost time at the applicable workers' compensation rate, according to Workers' compensation rules.

C. Salary Continuation Integration with Accrued General Leave

Employees receiving approved temporary disability payments under the Workers' Compensation laws may elect to use accrued vacation leave, sick leave, management leave, compensatory leave, or any combination of accrued leave in excess of the Workers' Compensation benefit in order to maintain their regular income level. Under such circumstances, employees shall use sufficient leave to allow them to be paid the difference between their full salary and the temporary disability payments received, in order to maintain the regular net pay received in the period before the injury. Accrued leave hours shall be charged to the extent of wages paid by the City.

D. Salary Continuation and Benefit Discontinuance After On-the-Job Disability

City employees who are permanently disabled by an on-the-job injury or illness, and no longer covered by Workers' Compensation benefits, may use accrued vacation leave, sick leave, management leave, compensatory leave, or any combination of accrued leave to continue wage payment. When all accrued leave has been exhausted, the disabled employee is no longer entitled to wage and benefit continuation as allowed by state and federal laws. The employee may also continue to receive health and welfare benefits during the period of paid disability. An employee on unpaid leave who wishes to continue health insurance coverage may do so at their expense at the City's group rates, in accordance with COBRA provisions.

E. Anniversary Date Impacted by Workers' Compensation Leave

Only a regular employee who is absent from work as the result of a qualified work-incurred injury or illness shall retain the normal performance evaluation date and general leave accrual date. An employee who has not completed their introductory period is ineligible for certification of regular status during a work-incurred injury or illness leave and the date for completion of the introduction period will be extended to reflect the amount of time absent.

F. Placement After On-the-Job Disability

The City will make a reasonable attempt, in accordance with federal and state law, to place employees in positions for which they qualify when they become disabled by an on-the-job injury or illness.

G. Dismissal After On-the-Job Disability

Unless otherwise prohibited by law, if no vacant or suitable positions are available the disabled employee may be dismissed after the treating physician's finding of "permanent and stationary" disability is issued. In such cases, the City's review and appeal procedures shall apply.

CHAPTER 15: HEALTH AND WELFARE BENEFITS

The information contained in this section is intended to provide an overview of the City's group health and welfare insurance benefits. To the extent that this information is inconsistent with the provider contract on file with the delegated Human Resources Staff, the provider contract is the controlling document.

The City provides group health and welfare insurance benefits to eligible employees. Delegated Human Resources Staff shall maintain records of the terms and conditions of health and welfare benefit contracts, benefit levels, and administration procedures. Terms, conditions, benefit levels and administration requirements may change.

Section 15.1: Eligible Employees

All introductory, at-will, and temporary full-time employees are eligible for the health and welfare benefits described in this section. Part-time employees are not eligible for health and welfare benefits but are covered by the City's workers' compensation insurance and other benefits mandated by federal and state law.

Section 15.2: Commencement of Benefits

With the exception of workers' compensation insurance coverage, which begins on the employee's first day of work, the benefits described in this section shall begin on the first day of the month after commencement of employment.

Section 15.3: Medical Insurance

The City provides eligible employees and their spouse and dependents, with a choice of qualified medical insurance providers as well as the option to waive the City's medical insurance coverage if covered under another existing plan.

The City shall provide medical group coverage through CalPERS and employees may choose from any of the regionally offered health plans.

For current premium coverage rate information, please see delegated Human Resources Staff.

Should an employee choose a plan with a higher premium than the City covers, the difference between the premiums shall be paid by the employee via payroll deductions from the employee's wages on a monthly basis.

The City shall not pay for any increases in deductibles, co-payments, maximum out-of-pocket expenses, costs of prescriptions, etc., that are the result of changes in the individual plans by CalPERS.

A. Medical Waiver Option

Employees who provide proof of adequate comparable group medical coverage from another source may opt to waive enrollment in a City sponsored health plan and instead receive cash in lieu of the City's coverage. The cash shall be added to the employee's taxable compensation. An election to re-enroll in a City medical coverage plan can occur only with the permission of the insurance provider.

Section 15.4: Dental/Optical Care Benefits

The City shall administer a self-insured Dental/Optical care program, to be known as "DOC." The Dental/Optical/Audio Care (DOC) Program is a City administered, self-insured program.

All full-time employees, who are members or annuitants of PERS shall be and remain eligible for DOC, except that there shall be no options of conversion or continuation of benefits upon discharge or termination other than retirement, nor shall any claims be processed or paid after such events, regardless of when incurred.

For current City contribution rates to the DOC Plan for the reimbursement of dental, orthodontic, audio and optical expenses per fiscal year for each employee, please see delegated Human Resources Staff. If the employee is unable to use any amount due to circumstances beyond their control, the amount will carry over for 6 months after the end of the cause for the delay, with City Council approval.

Employee claims shall be processed and paid based on invoices and/or paid receipts through a third-party administrator.

Section 15.5: Life Insurance

Each full-time employee shall be provided seventy-five thousand dollars (\$75,000) in term life insurance at no cost to the employee. The City shall pay all required premiums.

Section 15.6: Short-Term/Long-Term Disability Insurance

The City shall provide Short-Term (STD) and Long-Term Disability (LTD) coverage to each full-time employee. The purpose of STD and LTD insurance is to provide employees with a portion of their normal income when an injury or illness occurs on or off the job that prevents them from working for more than thirty (30) calendar days.

- A. Benefits shall be payable to eligible employees after a thirty (30) day calendar year waiting period;
- B. Benefits shall be sixty-six and two-thirds (66⅔%) of the employee's base monthly salary, not to exceed six thousand dollars (\$6,000) per month; and
- C. Benefits shall continue until age 65.

The City shall pay the premium for the short-term and long-term disability plans. STD and LTD benefits shall be governed by the terms of the short-term and long-term disability insurance policy between the City and the insurance company providing the short-term and long-term disability insurance to the City.

Section 15.7: Use of Leave While on Disability

Disability related to pregnancies is also covered under the LTD plan. Benefits generally begin following a 28-day "elimination period". Employees may use accrued vacation leave, management leave, compensatory leave, or any combination of accrued leave during the elimination period and may also use such leave to supplement the LTD wage replacement payments. If applicable, Workers Compensation wage replacement benefits may also be integrated with LTD benefits.

Section 15.8: COBRA

The Consolidated Omnibus Budget Reconciliation Act of 1985 requires the City to offer employees and their families an opportunity for a temporary extension of health coverage upon separation of employment. The specific provisions and restrictions of the Act are available from delegated Human Resources Staff.

Section 15.9: Medicare Benefits

The City participates in the federal Medicare system, in accordance with the law, on behalf of all employees.

CHAPTER 16: RETIREMENT BENEFITS

All full-time employees are provided with retirement benefits through the City's retirement program in lieu of the Social Security retirement system. The City's retirement benefits consist of retirement benefits through the California Public Employees' Retirement System (CalPERS) and voluntary 457(b) plans. Details regarding membership and benefits are available by contacting delegated Human Resources Staff.

Part-time employees are not covered by the City's retirement plan but are required to contribute to the City's designated part-time retirement program in lieu of payments to the Social Security retirement system.

Section 16.1: CalPERS Retirement Plan Benefits

A. CalPERS Tier I and Tier II

There are two (2) tiers of defined benefit retirement plans based on the employee's date of hire and/or member status with CalPERS as determined by the Public Employees' Pension Reform Act of 2013 ("PEPRA").

Each retirement plan tier also defines the retirement formula, final compensation calculation, and employee contribution/cost sharing as follows:

1. Tier I: Employees Hired prior to January 1, 2013, and "Classic Members"
 - a. Employees hired prior to January 1, 2013, or who are "classic members" of CalPERS.
 - b. The retirement formula is 2.5% at 55 years of age.
 - c. Final compensation is calculated as the highest pensionable compensation earned during a period of twelve (12) consecutive months.
 - d. Effective the first full pay period following January 1, 2020, employees in Tier I shall contribute an additional one percent (1%) – for a total of eight percent (8%) – of compensation towards the employee's cost of their CalPERS retirement plan.
 - e. The City shall pay the full employer's cost and any unfunded liability.
2. Tier II: Employees Hired on or after January 1, 2013, and "New Members"
 - a. Employees hired on or after January 1, 2013, or who are "new members" of CalPERS.
 - b. The retirement formula is 2% at 62 years of age.
 - c. Final compensation is calculated as the highest average pensionable compensation earned during a period of thirty-six (36) consecutive months.
 - d. Employees in Tier II shall participate in cost sharing by paying fifty percent (50%) of the normal costs of their CalPERS retirement plan, as determined by CalPERS each year. The City shall pay the remaining fifty percent (50%) of the normal costs and all other costs required by CalPERS.

B. Optional Retirement Plan Benefits

The City's contract with CalPERS provides the following additional optional benefits to eligible employees:

1. Annual Cost-of-Living Allowance

The maximum Annual Cost-of-Living Allowance Increase (Government Code§ 21335) of five percent (5%) during retirement.

2. Pre-Retirement Death Benefit

This benefit allows the surviving spouse or domestic partner of a deceased member, who was eligible to retire at the time of death, the option to receive a Pre-Retirement Option 2W Death Benefit (Government Code§ 21548) in lieu of the lump sum Basic Death Benefit.

3. Survivor Allowance

Post-Retirement Survivor Allowance (Government Code§ 21624, 21626 & 21628). This benefit provides the allowance to continue for the surviving spouse or domestic partner upon the death of a member after retirement.

The Second Level of 1959 Survivor Benefit (Government Code§ 21574).

4. Military Service Credit

An employee with qualifying military service may purchase, at their own expense, up to four (4) years of Military Service Credit as Public Service (Government Code§ 21024).

5. Credit for Unused Sick Leave

Using the Credit for Unused Sick Leave (Government Code§ 20965), upon retirement, an employee may convert accumulated sick leave to additional service credit.

Section 16.2: Deferred Compensation Plan

The City shall offer a 457 deferred compensation plan to all full-time employees. An employee may make voluntary contributions, up to the legal limit, to their individual plan.

Section 16.3: Retiree Health Benefits

A. Retiree Medical

There are two (2) tiers of retiree medical benefits available based on the employee's initial date of hire with the City. Each tier also defines any applicable vesting period.

1. Tier A: Employees Hired prior to August 1, 2008

Employees hired prior to August 1, 2008, who retire from City service, will be eligible for health care benefits upon retirement.

Upon retirement, this becomes a vested right for each retiree and the City will continue to pay one hundred percent (100%) of the cost of the health insurance premiums for such retirees and their eligible dependents until death.

2. Tier B: Employees Hired on or after August 1, 2008

Employees hired on or after August 1, 2008, who retire from the City after five (5) or more consecutive years of service with the City, will be eligible for health care benefits upon retirement.

Upon retirement, this becomes a vested right for each retiree and the City will continue to pay the health insurance premiums for such retirees and their dependents until death, based on the following vesting formula adopted by Resolution Number 08-4723:

Years of CalPERS Service Credit	Percentage of Employer Contribution
10 or less	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20 or more	100%

B. Retiree DOC Plan

Each full-time employee who retires from City service shall be able to continue to participate in the City's DOC Plan for dental, orthodontic, audio, and optical expenses in the same manner and to the same extent as active employees.

CHAPTER 17: TRAINING AND DEVELOPMENT

Section 17.1: Training Program

Training and other professional development opportunities relating to the improvement of the delivery of City services will be provided to employees depending on available budgeted funds, employee performance, and department staffing needs, as determined in the discretion of the department head and the Personnel Officer. Such training programs may include lecture courses, demonstrations, assignment of reading matter, or other methods as may be deemed appropriate for the purpose of improving the on-the-job effectiveness, skills and knowledge of City employees.

The Personnel Officer or department head may require an employee to attend specific training as appropriate.

Section 17.2: Attending Conferences, Seminars and Workshops

Personnel Officer approval is required prior to registering for any training program, outside conference, seminar, or workshop for which City funds are required or which will occur during regular working hours, or both.

Section 17.3: Expense Reimbursement

In order to receive reimbursement for eligible personal expenses after attendance at a training program, the employee shall complete a reimbursement form, pursuant to the Reimbursable Expenses Policy which is included in the City's Administrative Policy Manual. The form will identify expenses eligible, receipts necessary, and methods of reimbursement calculation.

Section 17.4: Professional Associations and Technical Groups

The Personnel Officer may approve payment for membership in craft, trade or other professional organizations for an employee. The employee shall provide evidence of active participation to justify continued membership payment. The City may reimburse the costs of attendance at professional association meetings and workshops. With prior approval, the City may allow the employee to attend the workshop on City time.

Section 17.5: Education Reimbursement Policy

Education reimbursement is defined as an off-duty instruction that will be mutually and immediately beneficial to the employee and the City. Employees shall not be entitled to overtime or compensatory time off for participating in such voluntary training or off-duty instruction.

Prior to enrolling in a class for training, an employee wishing reimbursement for their eligible expenses shall obtain the approval of the Personnel Officer as to course content and its relationship to the employee's employment with the City, as well as the recommendation of the Department Head. This approval is at the sole discretion of the Personnel Officer.

Employees who expect to apply for reimbursement must submit a Request for Education Reimbursement Application Form to their Department Director and receive approval as to job relatedness. The form is then submitted to the Personnel Officer for approval two weeks prior to enrollment in the class. The City reserves the right to investigate any school and approve or disapprove it for reimbursement if such action appears warranted.

Education reimbursement may be considered taxable income in some instances. The City will report Education Reimbursement payments to the Internal Revenue Service in keeping with current tax regulations.

A. Eligibility

Employees must:

1. Be on an active pay status during the entire duration of the course. Employees on any paid or unpaid leave of absence, including, but not limited to disability leave, medical leave, and/or worker's compensation leave, are not eligible for the program;
2. Perform their job in a successful manner and;
3. An applicant who is eligible for full reimbursement or assistance from any other organization, association, or governmental agency is not eligible for tuition reimbursement under the City's program.
4. If an applicant is eligible for veteran's assistance benefits, but cannot, however, collect for a particular course/program (e.g. fire command school), application for reimbursement will be considered if a grade of "C" or better is received, and the applicant is not doubly compensated.

B. Repayment

Education reimbursement shall be repaid to the City should the employee separate from City service within one (1) year of receiving such reimbursement.

C. Eligible Expenses

Employees attending accredited community colleges, universities, and trade schools for the purpose of obtaining a higher education degree, certification or licensure may apply for reimbursement of tuition, books, course material fees, tests, student fees and parking.

D. Maximum Reimbursement

Reimbursement is capped each calendar year at the tuition rate of the California State University (CSU) system for up to four (4) terms of enrollment each calendar year.

E. Eligibility for Reimbursement

Reimbursement is contingent upon the successful completion of the course. Successful completion means a grade of “C” or better for undergraduate courses, a grade of “B” or better for graduate courses, or a certificate of completion for technical/vocational courses.

The employee shall submit a copy of the official transcript or certificate of completion along with all receipts to delegated Human Resources Staff.

All claims for tuition reimbursement require prior written approval and are subject to verification and approval by the Personnel Officer.

Example: Employee attends CSU Los Angeles for a term and completes two (3 unit) undergraduate courses with a grade of “C” or better. The tuition reimbursement would be calculated as follows:

Example Tuition Reimbursement		
CSU Tuition	\$	3,174.00 (0-6 units)
Required Student Fees	\$	171.00
Parking	\$	90.00
Books and Course Material Fees	\$	600.00
Total:	\$	4,035.00

Section 17.6: Recognition in Training and Professional Development

Records of participation in and successful completion of training and educational programs shall be maintained in the employee’s personnel file and may be considered when employee performance evaluations are conducted. Such information may also play a role in promotional decisions.

CHAPTER 18: SAFETY AT WORK

Section 18.1: Personnel Officer Responsibilities

The Personnel Officer will oversee and maintain records of the City’s system for communicating with employees on health and safety matters. The Personnel Officer may establish and enforce safety rules and training and employee recognition programs to help ensure that employees comply with safe and healthy work practices. The Personnel Officer may also conduct periodic inspections to identify and evaluate unsafe or hazardous conditions and work practices.

Section 18.2: Employee Responsibilities

Each employee of the City is responsible for identifying workplace hazards and unsafe conditions. The employee shall immediately report any such hazards or unsafe conditions to the supervisor, department head, delegated Human Resources Staff, or Personnel Officer. Retaliation against an employee for reporting a workplace hazard is prohibited.

Employees are required to observe all City rules and instructions, both verbal and written, relating to the safe performance of their work. Failure to comply with any safety rule or instruction may be grounds for disciplinary action, up to and including termination.

Section 18.3: Injury & Illness Prevention Program

The City is committed to the goal of providing a safe workplace, in accordance with state and federal law and has established a Written Injury & Illness Prevention Program (“IIPP”). General Industry Safety Orders Section 3203 requires all employers to develop and implement an effective injury and illness prevention program. Specific elements of a safety program are required to be included in the City’s program.

The Director of Administrative Services is responsible for administering the City’s Injury and Illness Prevention Program through Management and Supervisory personnel within the City’s departments. Management and/or Supervisory personnel will be directly responsible for implementing and maintaining the IIPP for the safety and welfare of City employees in their work areas. All employees, including Managers and Supervisors, are responsible for complying with safe and healthful work practice.

A. Employee Safety Responsibilities

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

B. Supervisor Safety Responsibilities

1. Become familiar and comply with the IIPP and specific work procedures or rules as they apply to their area of authority.
2. Attend training sessions as scheduled.
3. Ensure that employees and subcontractors under their direction are aware of and comply with the IIPP policy and specific work procedures or rules as they apply.

4. Discipline employees, per the City's disciplinary action policy, for violations of the IIPP and specific work procedures or rules as they apply.
5. Investigate accidents and new miss incidents in a timely manner, including documenting all aspects of the incident, identifying the cause, and implementing the corrective actions to prevent reoccurrence.
6. Correct any unsafe conditions or work practices observed in a timely manner.

C. Managerial Safety Responsibility

1. Become familiar and comply with the IIPP and specific work procedures or rules as they apply to their area of authority.
2. Attend training sessions as scheduled.
3. Ensure that employees and contractors are aware of and comply with the IIPP and specific work procedures or rules and Cal/OSHA regulations.
4. Discipline employees, per the City's disciplinary action policy, for violations of the IIPP and specific work procedures or rules as they apply.
5. Review accident investigations in a timely manner and ensure that all aspects of the incident are documented and implement corrective actions to prevent reoccurrence.
6. Correct in a timely manner any unsafe conditions or work practices observed.

D. Safety Program Communication

All Managers and Supervisors are responsible for communicating with all their employees about occupational safety and health in a form readily understandable by all employees. Our communication system encourages all City employees to inform their Managers and Supervisors about workplace hazards without the fear of reprisal.

1. Initial Training

The IIPP will be included as an element of the new employee orientation including a discussion of safety and health policies and procedures.

2. Safety Meetings

Safety meetings will be conducted on a monthly basis at each facility. All meetings will include information on the following subjects as applicable:

- a. Review of IIPP practices, policies, or procedures
- b. On-the-job safety information
- c. Feedback from employees on hazards, safety suggestions, or concerns
- d. Review of previous accidents, causes, and corrective actions
- e. Recognition for compliance, good safety practices or attitude

Safety meetings are required by Cal/OSHA in order to successfully communicate important information to employees, as well as promote safety awareness. The meetings will be documented, and information will be discussed during regularly scheduled Staff meetings. Safety meetings may be held more frequently as deemed necessary by the creation of hazards or occurrence of injuries and/or illness.

3. Employee Suggestions

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

E. Identification, Evaluation, and Prevention of Occupational Safety and Health Hazards

Monthly safety inspections will be conducted by a team of selected department members (Director of Administrative Services, Public Works staff member, and/or Management Assistant) to identify and evaluate workplace hazards in the following areas:

1. City facilities
2. When new substances, processes, procedures, or equipment, which present potential new hazards are introduced into the workplace
3. When new, previously unidentified hazards are recognized
4. When occupational injuries and illnesses occur
5. Whenever workplace conditions warrant an inspection

F. Accident/Exposure Investigations

Employees shall report all accidents, industrial injuries, illnesses or incidents (including near miss incidents) to their manager and/or supervisor immediately.

The investigation shall include interviewing injured workers and witnesses, examining the workplace for factors associated with the accident/exposure, determining the cause of the accident/exposure from reoccurring, and recording the findings and action taken.

G. Hazard Correction

Unsafe or unhealthy work conditions, practices or procedures shall be corrected and abated as soon as possible or remove employees from the hazard. Hazards shall be corrected according to the following procedures:

1. When observed or discovered; and
2. When an imminent hazard exists which cannot be immediately corrected or abated without endangering employee(s) and/or property, all employees will be evacuated from the facility to a safe location until the situation is corrected.

H. Safety Training

All employees, including Managers and Supervisors, shall have training and instruction on general and job-specific safety and health practices. Training and instruction is provided:

1. To all new City of La Puente employees;
2. To all City employees, given new job assignments, for which training has not previously been provided;

3. Whenever new substances, processes, procedures or equipment are introduced to the workplace and represent a new hazard;
4. Whenever City supervision is made aware of a new or previously recognized hazard;
5. To Supervisors to familiarize them with the safety and health hazards to which employees under their immediate direction and control may be exposed; and
6. To all employees with respect to hazards specific to each job assignment.

General workplace safety and health practices include, but are not limited to, the following:

1. Implementation and maintenance of the IIPP.
2. Emergency action and fire prevention plan.
3. Provisions for medical services and first aid including emergency procedures.
4. Prevention of musculoskeletal disorders, including proper lifting techniques.
5. Proper housekeeping, such as keeping stairways and aisles clear, work areas neat and orderly, and promptly cleaning up spills.
6. Prohibiting horseplay, scuffling, or other acts that tend to adversely influence safety.
7. Proper storage to prevent stacking goods in an unstable manner and storing goods against doors.
8. Proper reporting of hazards and accidents to supervisors.
9. Hazard communication, including employee awareness of potential chemical hazards, and proper labeling of containers.
10. Proper storage and handling of toxic and hazardous substances including prohibiting eating or storing food and beverages in areas where they can become contaminated.

I. Recordkeeping

The City of La Puente is recognized as a Category 1 employer having twenty or more employees and is taking the following steps in implementing and maintaining the City's IIPP:

1. Records of hazard assessment inspections, including the person(s) conducting the inspection, the unsafe conditions and work practices that have been identified and the action taken to correct the identified unsafe condition and work practices, are recorded on a hazard assessment and correction form.
2. Documentation of safety and health training for each employee, including the employee's name or other identifier, training dates, type(s) of training, and training providers, are recorded on an employee training and instruction form.
3. Inspection and training documentation will be maintained for one year, except for training records of employees who have worked for less than one year which are provided to the employee upon termination of employment.

J. Reporting Of Hazards/Unsafe Conditions

All employees shall immediately report all workplace hazards to their Supervisor and the following staff member at their respective facility:

CITY HALL Director of Administrative Services 15900 E. Main St. La Puente, CA 91744 Phone: (626) 855-1509	SENIOR CENTER Community Services Coordinator 16001 Main St. La Puente, CA 91744 Phone: (626) 855-1570
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COMMUNITY CENTER/YLAC Director of Community Services 501 N. Glendora Ave. La Puente, CA 91744 Phone: (626) 855-1534	MAINTENANCE YARD Maintenance Superintendent 523 N. Glendora Ave. La Puente, CA 91744 Phone: (626) 855-1568
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Section 18.4: Inclement Weather Gear

Upon hire and each October, the City will provide an inclement weather uniform jacket for use by the Maintenance Division and Recreation Department personnel.

Section 18.5: Safety Boots

Upon proof of purchase, Maintenance Division personnel shall be reimbursed up to two hundred dollars (\$200.00) per fiscal year for the cost of steel-toed work boots.

CHAPTER 19: SECURITY AND PRIVACY

Section 19.1: Personnel Files

The City maintains one official personnel file for each employee, which is the sole property of the City. The City may also maintain a separate, confidential medical file when individual employee circumstances arise, which involve the receipt of medical records. Delegated Human Resources Staff in accordance with state and federal guidelines shall maintain all confidential files and records related to employment with the City.

Section 19.2: Access to Personnel Files

An employee shall have the right to view the employee's personnel files in the presence of the Personnel Officer. An employee may, with advance notice of at least one week, have copies of items in the file that have been signed by the employee.

Section 19.3: Updating Personnel Files

The employee shall notify delegated Human Resources Staff of changes in name, address, telephone number, driver's license, number of dependents, marital status, beneficiary designation, education certificates, or any other pertinent information within 10 business days of the event causing the change.

Section 19.4: Outside Inquiries

When confidential information about a City employee is requested by anyone other than the employee, the City will verify position(s), salary, and employment dates only. Any other information, including address and phone numbers, will be released only with prior written authorization from the employee or by court order. All reference inquiries regarding City employees shall be referred to the Personnel Officer.

Section 19.5: Inspection of City Property

The City reserves the right, at all times, and with or without prior notice, to inspect and search any and all City property, if there is reasonable cause, to determine if misuse of City property has occurred and to promote safety in the workplace in compliance with state and federal laws. Such inspections may be conducted during or after business hours. Whenever possible, an inspection shall be conducted in the presence of the employee, with due regard for the employee's privacy rights.

CHAPTER 20: BUSINESS ETHICS AND CONFLICT OF INTEREST

It is the policy of the City to conduct business in accordance with the letter and the spirit of the law and in conformity with ethical standards.

Conflict of interest describes any circumstance that could cast doubt on an employee's ability to act with total objectivity with regard to the interests of the City. The City has developed the following policies in an effort to limit the possibility of such conflicts arising.

Employees must not take any action on behalf of the City that violates any law or regulation. Employees must adhere to high moral and ethical standards in the conduct of business. Employees may not engage in activity that results in a conflict of interest with the City or that reflects unfavorably on its integrity. Employees violating these standards are subject to disciplinary action, up to and including termination of employment.

In situations and on issues involving ethical or moral judgments, employees may sometimes have difficulty determining the correct course of action. In such situations, employees are urged to discuss the matter with the Personnel Officer or delegated Human Resources Staff.

Certain management employees are subject to the City's Conflict of Interest Code disclosure requirements.

During the employee's workday, they are expected to devote their full time in the performance of their assigned duties as a City employee.

An employee shall not engage in any employment, activity or enterprise that is inconsistent, incompatible or in conflict with their duties, functions or responsibilities as a City employee, nor shall they engage in any outside activity which will directly or indirectly contribute to the lessening of their effectiveness as a City employee.

Section 20.1: Employee Organization

No employee shall engage in any type of activity relating to an employee organization during such time an employee is on duty, except as expressly provided in these rules and regulations.

Section 20.2: Election Campaign Activities

No employee shall engage in any type of activity relating to election campaign activities during such time an employee is on duty.

Section 20.3: Political Activities

All City employees are prohibited from using their official position with the City in an effort to influence the outcome of a political campaign or ballot measure; engaging in political activity during work hours or while in City uniform; using City facilities or materials for any political campaign or ballot measure.

Section 20.4: Determination of Inconsistent Activities

In making a determination as to the consistency or inconsistency of outside activities, the appointing authority shall consider, among other pertinent factors, whether the activity:

A. Receipt of Money

Involves receipt or acceptance by the employee of any money or other consideration from anyone other than the City for the performance of an act which the employee, if not performing such act, would be required or expected to render in the regular course or hours of their City employment or as a part of their duties as City employee; or,

B. Performance of an Act

Involves the performance of an act in other than their capacity as a City employee which act may later be directly or indirectly related to the control, inspection, review, audit or enforcement by such employee or the department by which they are employed; or,

C. Efficiency

Involves conditions or facts which would probably directly or indirectly lessen the efficiency of the employee in their regular City employment, or conditions in which there is a substantial danger of injury or illness to the employee; or,

D. Private Gain

Involves the use for private gain or advantage of City time, facilities, equipment and supplies, prestige, influence, or confidential information of one's City office or employment; or,

E. Solicitation of Future Employment

Involves the solicitation of future employment with a business doing business with the City over which the employee has some control or influence in their official capacity at the time of the transaction.

F. Improper Use of City Equipment Prohibited

No City-owned equipment, autos, trucks, instruments, tools, supplies, machine, badge, identification cards, or other items, which are the property of the City shall be used by an employee except upon prior approval of the appointing authority.

No employee shall allow any unauthorized person to rent, borrow or use any of the items mentioned above unless upon prior approval of the appointing authority.

G. Violations and Penalties

Any violation of this provision respecting such outside employment or activity, or improper use of City equipment, shall constitute grounds for disciplinary action including dismissal of a City employee who commits such violation.

Section 20.5: Outside Employment Causing Conflict of Interest

No employee shall engage in employment or outside business activity that may constitute a conflict of interest for the employee or the City. Employees shall advise the Personnel Officer in writing before engaging in any employment or business activity other than employment with the City.

While employed by the City, employees are expected to devote their energies to their jobs with the City. Employees are expected to adhere to high ethical standards and avoid situations that create an actual or potential conflict between the employee's personal interests and the interests of the City. A conflict of interest exists when the employee's loyalties or actions are divided between the City's interests and those of another, such as a competitor or supplier. Both the fact and the appearance of a conflict of interest should be avoided.

At-will full-time employees may not hold an outside salaried or fee-based job without approval of the Personnel Officer, or authorized designee. The Personnel Officer, or authorized designee, may provide written approval of the outside employment, either upon hire by the City or when an employee requests additional employment so long as the outside job will not interfere with the employee providing satisfactory performance of their job responsibilities for the City. Outside employment will present a conflict of interest and be prohibited if it has an actual or potential adverse impact on the City.

No employee shall engage in non-city employment during the employee's working hours for the City.

An employee who has non-city employment is expressly prohibited from wearing any City uniform, emblem, badge or other employee identification when engaged in non-city employment.

The following types of employment elsewhere are strictly prohibited:

- A. Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at the City;
- B. Additional employment that creates a conflict of interest or is incompatible with the employee's position with the City;
- C. Additional employment that impairs or has a detrimental effect on the employee's work performance with the City;
- D. Additional employment that requires the employee to conduct work or related activities on City property during the employee's working hours or using City facilities and/or equipment; and
- E. Additional employment that directly or indirectly competes with the business or the interests of the City.

Any employee who wishes to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to delegated Human Resources Staff explaining the details of the additional employment. If the additional employment is authorized, the City assumes no responsibility for it. The City shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

Section 20.6: Fraud Prevention and Detection

It is the intent of the City to promote consistent organizational behavior by providing guidelines and assigning responsibility for the development of controls and conduct of investigations.

This policy applies to any fraud, or suspected fraud, involving employees, consultants, vendors, contractors, outside agencies, and/or any other parties with a business relationship with the City. This policy also applies to any fraud or suspected fraud involving City officials.

Any investigative activity required will be conducted without regard to the suspected wrongdoer's length of service, position/title, or relationship to or with the City.

Fraud for the purposes of this policy is defined as the use of one's position for personal enrichment through the deliberate misuse, theft or misapplication of the City's resources or assets. The types of fraud intended to be covered by this policy include theft or misuse of the City's assets, including cash, submitting false time cards or invoices, check tampering, forgery or alteration of any official City document; disclosing to third parties, securities activities engaged in or contemplated by the City; misuse of City vehicles, equipment or supplies; offering, giving, receiving or soliciting anything of value to influence a business decision or official act; falsification of the City's financial statements; and other similar questionable conduct by City officials, City employees, contractors, consultants, vendors, or agents of the City, which put City assets, funds, or property at risk of waste or abuse.

Any employee (including managers) or City official who suspects fraud has, may have, or will occur must report such suspicion(s) immediately to delegated Human Resources Staff. Delegated Human Resources Staff shall in turn immediately notify the Personnel Officer, Director of Administrative Services, and City Attorney. Delegated Human Resources Staff shall coordinate any and all investigations undertaken as a result of such reported fraud, with the Personnel Officer, City Attorney, and any external agencies involved in such investigation(s).

Employees who knowingly make false allegations may be subject to discipline.

Section 20.7: Other Inappropriate Conduct

Suspected improprieties concerning an employee's moral, ethical, or behavioral conduct which does not appear to fall within this policy should be addressed and resolved by departmental management and delegated Human Resources Staff in accordance with disciplinary procedures as stated in this Comprehensive Personnel Policy handbook.

If there is any question as to whether an action constitutes fraud within the meaning of this policy, please contact delegated Human Resources Staff for guidance.

Section 20.8: Safeguard City Funds

City funds and property may not be used for any unlawful purpose. This prohibition includes, but is not limited to:

- A. unlawful political contributions,
- B. payments to governmental officials or employees,
- C. illegal rebates or refunds and

- D. payments or commitments made with the understanding or under circumstances that would indicate that these payments are kickbacks, bribes or to obtain influence.

No unrecorded fund shall be established or maintained for any purpose.

All financial transactions shall be promptly recorded on the books of the City. No false or misleading entry shall be made for any reason. All substantive commitments and agreements must be documented, properly authorized and disclosed to the City Council.

Employees shall not make commitments or agreements beyond what is authorized by the City Council. This authorization may be in the budget document or by explicit policy or resolution, or minute order.

No payments shall be made with the understanding that any part is to be used for any purpose other than that described by the records supporting the payment.

Section 20.9: Gratuities

Gifts of cash or cash equivalents from any person or entity doing business with the City are never permissible if the amount exceeds \$50. An employee may not solicit or directly or indirectly accept any gift, gratuity, cash or check from any person or organization, for either the performance or nonperformance of assigned duties. Gifts, favors and entertainment may be given to others at the City's expense only if they are consistent with accepted business practices and are of such limited value that they cannot be considered as a bribe or pay-off.

Section 20.10: Ethics Expectations

The highest standards of honorable and ethical conduct must be observed in all relationships with other agencies and the public. It is prohibited to make disparaging statements, take any other unfair actions or participate in any activity intended to damage the City, other agencies or the public.

If an employee is asked by another employee or supervisor to:

- A. perform any act that appears unlawful,
- B. make any unlawful entry on the City's records or reports,
- C. omit any entry that should lawfully be made,
- D. suppress or hide any information that may result in detriment to the City or be in violation of the law, or disclose information of a confidential nature except when legitimately required,

It is that employee's duty and responsibility to bring the matter to the attention of delegated Human Resources Staff. An employee who files a grievance of this nature will not be retaliated against.

City letterhead/stationery may be used only for City matters and not for personal or non-official correspondence.

Section 20.11: Safeguard Confidential Information

Employees are responsible for safeguarding confidential information obtained during employment. In the course of the work, employees may have access to confidential information regarding the City, its elected officials or fellow employees. It is the employee's responsibility to protect and in no way reveal any such information, including to any media, unless it is necessary for the employee to do so in the performance of

duties or required by law.

Section 20.12: Conducting Business with Family Members

Written approval from the Personnel Officer is required before an employee may conduct business on behalf of the City with a member of the employee's family or a business or organization in which the employee or a family member has a significant association or interest.

Section 20.13: Employee Questions

Employees who have questions about whether an activity may constitute a conflict of interest should discuss the matter with the supervisor, department head or the Personnel Officer before becoming involved.

Section 20.14: Investigation Responsibilities

Delegated Human Resources Staff have the primary responsibility for the investigation of all suspected fraudulent acts as defined in this policy. Delegated Human Resources Staff shall coordinate the investigation with the City Attorney. The investigation may be conducted by an independent investigator. Investigation results will be discussed with the City Attorney, the Personnel Officer and Director of Administrative Services, unless a conflict of interest precludes such discussion. Upon advice of the City Attorney, delegated Human Resources Staff will contact the Los Angeles County District Attorney's Office and/or the Los Angeles County Sheriff's Department.

Once the possibility of fraud has arisen, delegated Human Resources Staff shall take steps necessary to preserve relevant evidence, including ensuring that relevant evidence is placed in a secure location, access to the evidence is limited to essential personnel, and electronic data is preserved to prevent intentional or inadvertent destruction.

A. Confidentiality

Delegated Human Resources Staff treats all information received confidentially. An employee or City official who suspects fraudulent activity will notify Human Resources Division immediately and shall not attempt to personally conduct an investigation (see Section 19.15 below).

Investigation results will not be disclosed or discussed with anyone other than those who have a legitimate need to know.

Any reporting person who believes they are being retaliated against for having reported the suspected fraud shall notify delegated Human Resources Staff or their supervisor immediately.

Section 20.15: Reporting Procedures

An employee or City official who discovers or suspects fraudulent activity shall complete a "Fraud Allegation Form," available by contacting delegated Human Resources Staff. Complete forms and any attachments must be in a sealed envelope marked "Confidential" and e-mailed, mailed, or delivered to the Human Resources Division immediately.

All inquiries concerning the investigation shall be directed to the investigator or the delegated Human Resources Staff.

The reporting individual should be informed of the following:

- A. Do not contact the suspected individual in an effort to determine facts or demand restitution.
- B. Do not discuss the case, facts, suspicions, or allegations with anyone unless specifically asked to do so by delegated Human Resources Staff.

Any disciplinary actions up to and including termination will be undertaken with disciplinary procedures as stated in this Comprehensive Personnel Policy.

CHAPTER 21: MISCELLANEOUS

Section 21.1: Reimbursement Policy

Employees shall be reimbursed for expenses incurred as a direct result of employment, subject to budgetary appropriation and the approval of the Personnel Officer. Appropriate documentation and timely submittal of requests for reimbursement shall be required of all employees.

Section 21.2: Personal Auto Use

Employees shall receive auto mileage reimbursement only for approved City business in accordance with the established Vehicle and Vehicle Expense Reimbursement Policy, which is included in the Employees' Policies Manual. Employees shall be required to provide proof of insurance coverage prior to receipt of reimbursement.

Section 21.3: Employee Recognition Program

The Employee Recognition Program is designed to motivate, recognize, and reward employees who exhibit exceptional performance and work ethic and are dedicated to providing the best service to internal and external customers, including the citizens of La Puente.

Employees are selected for recognition by using the criteria provided in the following program outline. The selection is then reviewed by the appropriate Department Head and the Personnel Officer. Once the review is complete, the employee is presented with a certificate and award. Some awards carry different values and are determined below.

A. Eligibility

All full-time employees at all levels of the organization, except for the Part-Time Employee Shout-Out Award and the Part-Time Employee Outstanding Performance Award.

Part-time employees are only eligible for the Part-Time Employee Outstanding Performance Award, the Part-Time Employee Shout-Out Award, and the Employee Service Award.

Elected officials, appointed officials, contractors, and consultants are not eligible.

B. Nominations

Supervisors may nominate subordinate staff, and peers may also nominate each other. Nominations must be sent to the appropriate Department Head who must approve the nomination before it is sent to

the Personnel Officer for final approval. The only awards not subject to nomination are the Civic Leadership Award and the Employee Service Award which is determined based on date of hire.

C. Award Types

1. Spotlight Award

Candidates for this award are recognized for going "above and beyond the call of duty." The award is given in the form of a written commendation to be put in the employee's Personnel File. This award can be given out as frequently as every City Council Meeting and includes a gift card not to exceed \$20 dollars.

2. Award of Excellence

Candidates must have accomplished any of the following:

- a. Outstanding public service that is consistently high;
- b. Consistently superior work standards;
- c. Outstanding participation in, or development of, a special program;
- d. Development of a procedure that has effectively increased efficiency in work operations or customer service.

The Department Head determines the amount of the award, based upon the degree of achievement of the above criteria. The award is given in the form a plaque and may include a gift card ranging from \$50 to \$100. This award may be given once a year by each department during a City Council Meeting.

3. Civic Leadership Award

Initiated by the Personnel Officer. The nominated candidate is someone who is making a significant and positive impact on advancing the City as an organization and community. This recognition is given in the form of a glass or acrylic award and is given once a year by the Personnel Officer during a City Council meeting. Gift cards can be in the range of \$100 to \$150.

4. Part-Time Employee Shout-Out Award

Candidates for this award are recognized for going beyond job scope to assist a fellow employee, citizen or customer. The award is given in the form of a commendation to be put in the employee's Personnel File. This award can be given out as frequently as every City Council Meeting and includes a gift card not to exceed \$20 dollars.

5. Part-Time Employee Outstanding Performance Award

Candidates must have accomplished the following:

- a. Consistently performs high quality work;
- b. Performs extra duties beyond those normally assigned;
- c. Displays exceptional dependability;
- d. Creates a positive work environment.

Supervisors and Department Heads may nominate any part-time employee. This award is given in the form a plaque and may include a gift card ranging from \$50 to \$100. This award may be given once a year by each department during a City Council Meeting.

6. Employee Service Award (Full-Time and Part-Time)

The following award is given to recognize and express appreciation to employees for their total length of service to the City. Milestones include 5, 10, 15, 20, and 30 plus. Awards will be given in the form of a certificate and memento during a Council Meeting following the employees' anniversary milestone date.

Section 21.4: Ergonomics Policy

The City believes that reduction of ergonomic risk is instrumental in maintaining an environment of personal safety and well-being for all employees. The City encourages safe and proper work procedures and requires all employees to follow safety instructions and guidelines as found in the City's Injury, Illness Prevention Policy (IIPP). While the City is committed to supporting the ergonomic needs of its employees and it will make necessary adjustments in a proactive manner to reduce exposure to ergonomic hazards through modifications to equipment and processes and employee training. Employees are expected to take the initiative to inform their supervisor of their specific workplace ergonomic challenges e.g. requirements for more supportive seating, standing work stations, different keyboards, support to lift and move heavy materials, etc.

A. Request Interactive Discussion for Reasonable Accommodations to Obtain Ergonomic Support

If an employee feels that they are suffering from a work-related repetitive motion injury (RMI) or other injury or ailment caused by their body's interaction with the work equipment and/or furniture they are assigned, they must immediately report the situation to their supervisor. The report should be made in writing, although initial verbal reports will also be accepted. Supervisors are responsible for ensuring Ergonomic support, and as appropriate Occupational Health support is provided if employees are experiencing injuries. Worker's Compensation insurance forms are completed and submitted in a timely manner if employees are injured in the course of their work.

If an employee feels that they are suffering from a work-related RMI or other injury or ailment, they must immediately report in writing such injury or ailment to their supervisor or delegated Human Resources Staff. This may lead to a Workplace Injury report being filed.

B. Reasonable Accommodations

Once an employee makes a request for ergonomic support, the supervisor and employee are expected to engage in interactive discussions, so the appropriate reasonable accommodations can be identified and implemented. The City may engage ergonomic specialists to provide expert advice on the best tools and workstation setup.

Note: Reasonable means effective **and** economically feasible accommodations.

Appendix A

Conducting Criminal Background Checks and Securing Received Criminal History Information

Note: these activities are normally observed by delegated Human Resources Staff and are conducted during the recruitment process for new employees. The activities are completed before the employee is onboarded. This is why these activities are included as an Appendix, not a policy that must be observed on an ongoing basis, by most City employees.

To ensure that the interests of the City, its employees and members of the public are protected and to help minimize potential liability, the City Council has passed a resolution authorizing the Personnel Officer to obtain from the Department of Justice summary criminal background information on applicants for employment and volunteer positions.

The City desires to identify those prospective employees and volunteers who have a criminal history so that information about criminal history can be used in employment decisions.

The City wishes to comply with Public Resources Code Section 5164 which requires that the City take reasonable steps to determine if a prospective employee or volunteer has been convicted of any crimes specified in Penal Code Section 11105.

The City shall not consider a person who has been convicted of a felony or misdemeanor involving moral turpitude eligible for employment or to be a volunteer if the felony or misdemeanor is to a crime specified in Section III below as being relevant to the employment in question or in the case of a crime not actually listed it is determined by City Attorney to be substantially similar in nature to those listed that a reasonable person would have had notice that such a crime would bar employment.

A. Authority

California Penal Code Section 11105 allows cities, counties and districts to obtain state summary criminal background information from the Department of Justice if the City Council has given the Personnel Officer authority to obtain such records. The Personnel Officer has such authority pursuant to Resolution No. 05-4458 of the City.

B. Applicability

1. The City shall obtain criminal background information on all prospective full-time and part-time employees and volunteers, including recreation employees and volunteers. The City shall not hire individuals if records show convictions of the following crimes of moral turpitude within ten (10) years of the date of application or after hiring:

Section 68:	Asking for or receiving bribes
Section 72:	Presentation of fraudulent claims
Section 73, 74:	Bribes for appointment to office
Section 187, 189:	Murder
Section 209:	Kidnapping for ransom, extortion or robbery
Section 211:	Robbery: taking personal property in possession of someone by force or fear

Section 245:	Assault with deadly weapon
Section 261:	Rape
Section 451:	Arson of structure, forest land or property
Section 459:	Burglary
Section 484:	Theft
Section 503:	Embezzlement: fraudulent appropriation of property by a person to whom it has been entrusted
Section 518:	Extortion: obtain property by a wrongful use of force or fear or under color of official right

2. In addition to Section 1 above, for positions relating to interaction with minors the following areas shall also be grounds to not hire or for discipline up to and including termination:

- a. Violations or attempted violations of Penal Code Sections 220, 261.5, 262, 273a, 273d, or 273.5, 288, or any sex offense listed in Section 290.
- b. Any crime described in the California Uniform Controlled Substances Act (Division 10, commencing with Section 11000, of the Health and Safety Code), provided that, except as otherwise provided in subdivision (c), no record of a misdemeanor conviction shall be transmitted to the requester unless the subject of the request has a total of three or more misdemeanor or felony convictions defined in this section within the immediately preceding 10-year period.
- c. Any felony or misdemeanor conviction within 10 years of the date of the employer's request under subdivision (a), for a violation or attempted violation of Chapter 3 of Title 8 of the California Penal Code (commencing with Section 207), Section 211 or 215, wherein it is charged and proved that the defendant personally used a deadly or dangerous weapon, as provided in subdivision (b) of Section 12022, in the commission of that offense, Section 217.1, Chapter 8 of Title 8 of the Penal Code (commencing with Section 236), Chapter 9 (commencing with Section 240), and for a violation of any of the offenses specified in subdivision (c) of Section 667.5, provided that no record of a misdemeanor conviction shall be transmitted to the requester unless the subject of the request has a total of three or more misdemeanor or felony convictions defined in this section within the immediately preceding 10-year period.
- d. Any felony or misdemeanor conviction under Penal Code Section 311, et seq., photographic use of children relative to sexual conduct.

3. In addition to those crimes listed in Section 1 above, for positions relating to use of public funds and public records, the following shall also be grounds not to hire or for discipline up to and including termination:

Section 115, 1153:	Use of a false or forged public record; alteration of certified copy of public record
Section 424:	Embezzlement and falsification of accounts
Title 13, Chapter 4:	Any violation of forgery and counterfeiting

4. For positions requiring strict public confidence, in addition to Sections 1, 2, and 3 above, any penal code violation which resulted in conviction shall be grounds not to hire and after hiring grounds for discipline up to and including termination.

C. Assignment Responsibility

It is the applicant's responsibility to report any conviction or arrest pending final adjudication to the City. The information shall be included on all employment applications. Once a person has been hired under this procedure, convictions or arrests pending conviction which occur that are in the list specified for that employee under Section III above, the employee or volunteer shall report that conviction or arrest to their supervisor who shall forward the information to the Department Head and Personnel Officer. Alternatively, the Personnel Officer may be informed directly.

D. Procedures

All prospective City employees and volunteers shall be subject to a criminal records check as a condition of employment.

1. The City shall submit a completed Applicant Fingerprint Card to the Department of Justice accompanied by any other forms or information required by the Department of Justice in order to obtain the criminal background information.
2. Any information obtained from the Department of Justice shall be used to determine whether the applicant shall be offered a position with the City.

For any employee or volunteer who has been hired subsequent to the adoption of the policy, who passed the initial screening, the individual must sign an acknowledgement that conviction of crimes listed in Section III above under their job category or determined to be substantially similar by the City Attorney shall be grounds for disciplinary action up to and including termination. Further, any such individual has the responsibility to report any such conviction to the Personnel Officer.

The City shall enter into a contract with the Department of Justice so that any subsequent conviction or arrest information concerning an employee or volunteer that was originally hired subject to this policy may be obtained.

1. Any information about existing employees' or volunteers' convictions and/or arrests pending adjudication shall be reported to the employee's or volunteer's department manager or the Personnel Officer.
2. Upon receipt of information regarding a conviction and/or arrest pending adjudication which is specified as not acceptable for the given position in Section III above, the Department Head and the Personnel Officer shall evaluate the effect and potential effect of the employee's or volunteer's record or arrest on their position of employment, fellow employees and the public, and shall take appropriate action to maximize public safety and minimize potential liability while respecting the rights of the employee or volunteer.

E. Confidentiality

State summary criminal history information is confidential and shall not be disclosed, except to those individuals designated to make employment decisions.

Pursuant to California Penal Code Section 11077 the Attorney General is responsible for the security of Criminal Offender Record Information (CORI) and has the authority to establish regulations to assure the security of CORI from unauthorized disclosures. The following are requirements as prescribed by the State of California, Department of Justice, Bureau of Criminal Identification and Information, Field Operations and Record Security for any agency that maintains or receives criminal history information.

1. Record Security

Any inquiries regarding the release, security or privacy of Criminal Offender Record Information (CORI) are to be resolved by the Personnel Officer.

2. Record Storage

CORI shall be under lock and key and accessible only to the Personnel Officer who shall be committed to protect CORI from unauthorized access, use or disclosure.

3. Record Dissemination

CORI shall be used only for the purpose for which the Personnel Officer requested it.

4. Record Destruction

CORI and copies of the same shall be destroyed after employment determination has been made in such a way and to the extent that the employee's name can no longer be identified.

5. Record Reproduction

CORI may not be reproduced for dissemination.

6. Training

The Personnel Officer and employees with access to CORI are required:

- a. To read and abide by this policy,
- b. To be fingerprinted and have a clearance check completed,
- c. To have on file a signed copy of the Employee Statement Regarding the Use of Criminal Record Information, which acknowledges an understanding of laws prohibiting misuse of CORI.

7. Penalties

Misuse of CORI is a criminal offense. Violation of this policy regarding CORI may result in suspension, dismissal, and/or criminal or civil prosecution.

F. Monitoring Of This Program

The Personnel Officer and delegated Human Resources Staff will monitor compliance with this policy and all other Department Heads shall assist the Personnel Officer as needed.

G. References

California Penal Code

H. Employee Statement Regarding the Use of Criminal Justice Information

As an employee of the City, it may be necessary for you to have access to confidential criminal record information in making employment decisions. Access to such criminal record information is controlled by statute. Misuse of such information may adversely affect the civil rights of prospective employees or volunteers and violates the law. Penal Code Section 502 prescribes the penalties relating to computer crimes. Penal Code 11105 and 13300 identify who is permitted access to criminal history information and under what circumstances information may be released. Penal Code Section 11140-11144 and 13301-13305 prescribe penalties for misuse of criminal history information. Government Code Section 6200 prescribes the felony penalties for misuse of public records and California Law Enforcement Telecommunications Systems (CLETS) information. Labor Code Section 432.7 prescribes penalties for misuse of certain criminal record information in employment decisions.

Penal Code Sections 11142 and 13303 state:

Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information to a person not authorized by law to receive the record or information is guilty of a misdemeanor.

Any employee who is responsible for such misuse of criminal record information may be subject to discipline up to and including immediate termination. Violations of this law may also result in criminal and/or civil action.

**CITY OF LA PUENTE EMPLOYEE
ACKNOWLEDGMENTY OF KEY CITY POLICIES**

I hereby acknowledge receiving and reading a copy of the City's Policy and Procedures Handbook, and specifically I confirm that I have read the following key policies:

Employee Initial	Policy
	Prevention of Harassment, Discrimination and Retaliation
	Respectful Workplace
	Workplace Violence Prevention Plan
	Drug and Alcohol-free Workplace
	Nepotism and Fraternization
	Information Technology, including: • Use of City Computer Systems, Internet, E-mail, and Telecommunication Devices • Use of Personal Cellular and/or Wireless Devices • Social Media
	Fraud Prevention and Detection
	Vehicle Usage
	Criminal Background Checks
	Injury & Illness Prevention Program

A copy of this form will be placed in the employee's Personnel file maintained by the City's delegated Human Resources Staff.

Violations of these policies will be dealt with in the same manner as violations of other City policies and may result in disciplinary review. In such a review, a full range of disciplinary recourse is available, including dismissal from employment and legal action.

I understand that violation of these Council Policies may result in disciplinary action, up to and including dismissal.

Name: _____
(Printed or typed)

Signature: _____ Date: _____

RESOLUTION NO. 24-5905

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LA PUENTE ALLOWING CERTAIN CLAIMS AND
DEMANDS IN THE AMOUNT \$1,594,787.12 (WARRANT
REGISTER 1582)**

THE CITY COUNCIL OF THE CITY OF LA PUENTE DOES HEREBY RESOLVE,
DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: That in accordance with Section 37202 of the Government Code, the Director of Administrative Services, or designated representative, hereby certifies, and the City Manager hereby approves the accuracy of the following demands and the availability of funds for payment thereof.

APPROVED

EXAMINED

Bob Lindsey, City Manager

Troy Grunklee, CPA
Director of Administrative Services

SECTION 2: That the following claims and demands numbered 13467 through 13611 ACH(s) numbered 782 through 791 and Draft numbered 02677 through 02711 except for voided warrant 13570 have been audited as required by law and the same are hereby allowed in the amounts hereinafter set forth on the attached check registers.

CERTIFIED, PURSUANT TO GOVERNMENT CODE, SECTION 37208, AS CONFORMING TO ADOPTED BUDGET, EXCEPT WARRANT NOS: NONE

Martha Torres, MPA, City Clerk

PASSED, APPROVED AND ADOPTED this 12th day of November 2024, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

Gabriel Quiñones, Mayor

ATTEST:

Martha Torres, MPA, City Clerk



City of La Puente

Check Register Report

By Payment Number

Payment Dates 10/12/2024 - 11/5/2024

Payment Number	Payment Date	Vendor #	Vendor Name	Account Number	Payment Amount
	Payable Number	Description			Item Amount
782	10/18/2024	SEIUCO	COPE FUND		10.00
	INV0011568	COPE FUND CONTRIBUTION		100-20380	2.61
	INV0011568	COPE FUND CONTRIBUTION		260-20380	2.39
	INV0011651	COPE FUND CONTRIBUTION		100-20380	2.61
	INV0011651	COPE FUND CONTRIBUTION		260-20380	2.39
783	10/18/2024	SEIU	SEIU - LOCAL 721		1,997.18
	INV0011567	EMPLOYEE DUES		100-20380	798.18
	INV0011567	EMPLOYEE DUES		200-20380	45.53
	INV0011567	EMPLOYEE DUES		203-20380	5.92
	INV0011567	EMPLOYEE DUES		205-20380	5.92
	INV0011567	EMPLOYEE DUES		210-20380	40.25
	INV0011567	EMPLOYEE DUES		215-20380	3.25
	INV0011567	EMPLOYEE DUES		260-20380	66.05
	INV0011567	EMPLOYEE DUES		280-20380	3.36
	INV0011567	EMPLOYEE DUES		283-20380	27.35
	INV0011567	EMPLOYEE DUES		285-20380	20.41
	INV0011650	EMPLOYEE DUES		100-20380	763.40
	INV0011650	EMPLOYEE DUES		200-20380	32.73
	INV0011650	EMPLOYEE DUES		203-20380	3.25
	INV0011650	EMPLOYEE DUES		205-20380	3.79
	INV0011650	EMPLOYEE DUES		210-20380	41.53
	INV0011650	EMPLOYEE DUES		215-20380	3.79
	INV0011650	EMPLOYEE DUES		260-20380	66.05
	INV0011650	EMPLOYEE DUES		280-20380	3.36
	INV0011650	EMPLOYEE DUES		283-20380	28.31
	INV0011650	EMPLOYEE DUES		285-20380	34.75
784	10/18/2024	STEOVE	STEVE OVERSTREET		440.47
	INV0011638	REFRIGERATOR ITEMS REIM-OVERSTREET		100-1150-53011	337.61
	INV0011638	WORK BENCH-OVERSTREET		100-1150-53012	102.86
785	10/24/2024	BLAWAT	BLACKWATER SECURITY		4,000.00
	1902-1937	SECURITY FOR TRES M EVENT AT THE PARK		100-2100-53111	4,000.00
786	10/24/2024	CORJAC	JACKELINE CORTEZ		90.00
	INV0011699	REIM - CORTEZ		100-1135-53972	90.00
787	10/24/2024	ROMNAT	NATALIE ROMO		132.77
	INV0011666	REIM - ROMO		100-1135-53976	132.77
788	10/24/2024	YUNLLC	YUNEX LLC		6,303.54
	5610003087	08/24 TS RESPONSE CALL		200-3120-53819	4,743.04
	90002838	08/24 TS MTCE		200-3120-53819	1,560.50
789	11/1/2024	GLOURB	GLOBAL URBAN STRATEGIES, INC		25,948.75
	756	11/24 SOCIAL MEDIA TECHNOLOGY		100-4140-53416	18,000.00
	757	10/24 LOCAL AGING GRANT		280-3300-53111	7,948.75
790	11/1/2024	STEOVE	STEVE OVERSTREET		625.38
	INV0011740	IND WAREHOUSE SUPPLIES REIM-OVERSTREET		100-1150-54585	155.41
	INV0011740	IND WAREHOUSE SUPPLIES REIM-OVERSTREET		550-6100-53017	209.97
	INV0011740	IND WAREHOUSE SUPPLIES REIM-OVERSTREET		550-6100-53017	260.00
791	11/1/2024	TANKO	TANKO LIGHTING		2,772.00
	69826	OVERHEAD WIRE REP-LEAGUE AVE		285-3330-53111	2,772.00

Check Register Report

Payment Dates: 10/12/2024 - 11/5/2024

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
13467	10/18/2024 INV0011641	STADIS CHILD SUPPORT	CALIFORNIA STATE DISBURSEMENT UNIT	100-20399	292.00 292.00
13468	10/18/2024 INV0011648 INV0011648 INV0011648 INV0011648 INV0011648	USBANK PARS RETIREMENT PARS RETIREMENT PARS RETIREMENT PARS RETIREMENT PARS RETIREMENT	U.S BANK PARS ACCT# 6746022400	100-20340 200-20340 205-20340 260-20340 280-20340	5,805.41 3,749.15 353.91 230.44 151.39 1,320.52
13469	10/18/2024 111V-NWL1-LQNR 141C-RYQQ-HKR6 1DHL-7WT-HKT4 1WGV-9RFQ-K1LV 1X9X-1H6F-LNVD 1XGC-Y93K-CDTX	AMABUS SPORT CLIPBOARD DRUM UNIT CLIPBOARDS HARD DRIVE/MONITORS WINDSHIELD WIPERS MONITOR STAND DESK	AMAZON CAPITAL SERVICES INC	100-4110-53980 550-6100-53018 100-4110-53980 550-6100-53018 555-3150-53812 550-6100-53018	2,181.43 505.40 286.00 689.96 596.37 26.72 76.98
13470	10/18/2024 0013004	B2PRIN BUSINESS CARDS-TORRES	B2 PRINT	100-3325-53011	48.50 48.50
13471	10/18/2024 49	CHRPER Fitness Clsss Payment	CHRISTOPHER PEREZ ARIAS	263-3320-53111	1,050.00 1,050.00
13472	10/18/2024 4207570062	CINTA 10/24 SR CENTER MAT RENTAL	CINTAS CORPORATION #693	100-4130-53012	533.46 533.46
13473	10/18/2024 15964	COMWOR 09/24 CONCEPT PLAN-DOG PARK OLD VALLEY	COMMUNITY WORKS DESIGN GROUP	283-5618-59210	8,023.31 8,023.31
13474	10/18/2024 84646902 84646902	CONCEN 10/24 PRE EMPLOYMENT PHYSICAL 10/24 PRE EMPLOYMENT PHYSICAL	CONCENTRA	100-1135-53406 280-3300-53406	910.00 565.00 345.00
13475	10/18/2024 23607	DAROLI 09/24 LEGAL SVC-CODE ENF	DAPEER, ROSENBLIT & LITVAK, LLP	100-2110-53114	225.00 225.00
13476	10/18/2024 768294 768294	DEPTJ 09/24 FINGERPRINT SVC 09/24 FINGERPRINT SVC	DEPT OF JUSTICE-BUREAU	100-4110-53980 280-3300-53406	576.00 384.00 192.00
13477	10/18/2024 INV0011637	JERDIE SCHOLARSHIP REIM-JERONIMO	DIEGO JERONIMO	100-4140-53992	750.00 750.00
13478	10/18/2024 032	SAMSAR 10/24 VIDA MONTHLY RENT	DR. SAMIR SARGIOS DVM	100-2130-53111	5,000.00 5,000.00
13479	10/18/2024 58H2401-IN 58S2401-IN	EMPAME 08/24 BUS SHELTER SVC 09/24 BUS SHELTER	EMPLOY AMERICA	210-3130-53816 210-3130-53816	8,008.00 4,004.00 4,004.00
13480	10/18/2024 INV0011657	FREFOR BLDG PERMIT REFUND034773-034774	FREEDOM FOREVER LLC	100-42110	433.92 433.92
13481	10/18/2024 INV0011656	GABQUI CJPIA CONF REIM-QUINONES	GABRIEL QUINONES	100-1100-53972	960.26 960.26
13482	10/18/2024 20618332	GARDA EXCESS ITEMS	GARDAWORLD	100-1130-53111	4.11 4.11
13483	10/18/2024 9253619473 9257002833	GRAING WRENCH TOOLS SAW BLADE	GRAINGER	100-3100-53012 100-3100-53012	35.70 32.06 3.64

Check Register Report

Payment Dates: 10/12/2024 - 11/5/2024

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
13484	10/18/2024 LP101424	GT1COL VEH HANDLE REPAIR-F150	GT1 COLLISION REPAIR INC	555-3150-53812	403.30 403.30
13485	10/18/2024 INV0011636	GUEJC 09-24 JUDO CLASS PYMT	GUERREROS ATHLETIC FOUNDATION	100-4100-53111	2,128.00 2,128.00
13486	10/18/2024 5590 5642 5653	HACLWN SPARK PLUG/OIL EDGER BLADES TOOL BLADES	HACIENDA LAWNMOWER SHOP	100-3100-53012 100-3100-53012 100-3100-53012	242.24 62.50 34.54 145.20
13487	10/18/2024 LP0014	HEAANI 09/24 SPAY & NEUTER PROG	HEART	263-3320-53111	4,500.00 4,500.00
13488	10/18/2024 1042780 10916 1202628 1514207 20245 2031907 3372270 3513873 4515385 5020945 5043262 5180033 5857627 5904288 6023865 7202405 7342347 7894939 7904149 8062592 8272125 8352852 9020328 9523371	HMEDEP IND. WAREHOUSE-EQUIPMENT NELSON PARK SUPPLIES IND. WAREHOUSE-EQUIPMENT IND. WAREHOUSE-DOOR NUTS IND. WAREHOUSE-SUPPLIES MTCE SUPPLIES MTCE TOOLS IND. WAREHOUSE SUPPLIES IND. WAREHOUSE SUPPLIES MTCE TOOLS MTCE TOOLS 5 TIER INDUSTRIAL SHELVING BL HAMMER DIRLL KIT 5 TIER INDUSTRIAL STORAGE SHELVING HAND WEEDER/INDUSTRIAL 4 TIER STORAGE IND. WAREHOUSE-ROUTER BIT SET COMM CTR-TOOLS LOCKING PLUG YLAC-5 TIER INDUSTRIAL STORAGE MTCE SUPPLIES COMM CTR-SUPPLIES HINGE/KNOB IND. WAREHOUSE-SUPPLIES IND. WAREHOUSE-SUPPLIES	HOME DEPOT CRC	100-1150-53012 100-3330-53012 100-1150-53012 100-1150-53813 100-1150-53813 100-3330-53012 100-3330-53012 100-1150-53813 100-1150-53813 100-3100-53012 100-3330-53012 100-4100-53012 100-3100-53012 100-4100-53012 100-4100-53012 100-1150-53813 100-4100-53012 100-3100-53012 100-1150-53813 100-1150-53813 100-4100-53813 100-3100-53012 100-1150-53813 100-1150-53813	3,873.20 249.40 211.88 -196.89 143.70 284.84 217.44 120.57 25.34 40.24 287.13 138.68 -383.90 251.90 470.80 263.47 -230.94 54.21 83.32 876.70 117.36 347.64 396.29 52.82 51.20
13489	10/18/2024 124381	ITSGAS TRUNK OR TREAT DECO	IT'S A GAS, INC	100-4140-53979	954.05 954.05
13490	10/18/2024 INV0011655	MALJO MUSIC SVC-SR CENTER HOLIDAY DANCE	JOE MALVIDO	100-4130-53979	600.00 600.00
13491	10/18/2024 INV0011659	JOSREY 10/01-15 SHOPPING CART-MILEAGE REIM-REYES	JOSE REYES	555-3150-53014	351.75 351.75
13492	10/18/2024 25075SS 25075SS	LACSHF 07/24 LAW ENF SVC 07/24 LIABILITY INS	LA CO SHERIFF'S DEPT	100-2100-53110 100-2100-53186	732,303.17 653,784.64 78,518.53
13493	10/18/2024 2223	LAWARB SAFETY BAR	LAWN AND ARBORIST DEPOT	100-1150-53813	83.18 83.18
13494	10/18/2024 563174 567532	MEYOHA 06/24 LEGAL-LEWIS VS. CITY OF LP 07/24 LEGAL-LEWIS VS. CITY OF LP	O'HAGAN MEYER LLC	100-1110-53114 100-1110-53114	5,861.55 2,510.50 3,351.05
13495	10/18/2024 25884	OMLO 08/24 LEGAL-LEWIS VS. CITY OF LP	OLIVAREZ MADRUGA LAW ORGANIZATION, LLP	100-1110-53114	687.80 687.80

Check Register Report

Payment Dates: 10/12/2024 - 11/5/2024

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
13496	10/18/2024 24-072-R	ONYPAY VALLEY BLVD ST REPAIR RETENTION PYMT	ONYX PAVING COMPANY INC	215-20220	2,536.50 2,536.50
13497	10/18/2024 3607-438869 3607-442756 3607-447362 3607-447378 3607-447570 3607-451991 3607-452341	OREILLY FUNNEL/PUMP BATTERY BATTERY BATTERY BATTERY VEH SUPPLIES VEH SUPPLIES	O'REILLY AUTO PARTS	555-3150-53812 555-3150-53812 555-3150-53812 555-3150-53812 555-3150-53812 555-3150-53812 555-3150-53812	653.78 27.48 148.78 153.72 161.90 161.90 33.40 -33.40
13498	10/18/2024 405	RAMPAR CANOPY/CHAIRS RENTAL-VETERANS EVENT	RAMIREZ PARTY RENTALS	100-4140-53979	555.00 555.00
13499	10/18/2024 6013246804	STAPLE CARD STOCK PAPER/WASTE BASKET	STAPLES CREDIT PLAN	100-1150-53011	41.90 41.90
13500	10/18/2024 4807	STIAN 09/24 ANIMAL DISPOSAL SVC	STILES ANIMAL REMOVAL, INC.	100-2130-53111	200.00 200.00
13501	10/18/2024 121675477-5	SUNBELT CONCRETE MIXER RENTAL	SUNBELT RENTALS, INC.	100-3330-53822	371.92 371.92
13502	10/18/2024 182595539 183253972	ULINE AMERICAN FLAG/SIGNS TWISTED POLY ROPE	ULINE	100-3330-53813 100-3330-53012	381.67 297.07 84.60
13503	10/18/2024 003-39579	WILENG 08/24 ENGINEERING PERMITS	WILLDAN ENGINEERING	100-3110-53120	7,437.30 7,437.30
13504	10/24/2024 INV0011665	MARACI REIM - MARTINEZ	ACILEYNA MARTINEZ	100-47260	90.00 90.00
13505	10/24/2024 52040	ACOGRO LP PARK PLANTS	ACOSTA GROWERS, INC.	285-3330-53814	313.11 313.11
13506	10/24/2024 99473	AGRTUR LP PARK - SOIL TESTING	AGRI-TURF DISTRIBUTING, LLC	285-3330-53822	260.00 260.00
13507	10/24/2024 14CL-CF3V-G1WM 14KN-Y7MD-RQP1 14N9-TJQM-DP4W 16KQ-VDHL-6YKK 16MN-WR3H-FPKN 1D6D-63G7-F4HG 1F7Y-7HWQ-74D6 1G6G-CH6X-FGYX 1L36-GWDX-11GG 1L6R-CM9R-11RP 1N4V-MXKK-3MTH 1PK3-6Q79-16T1 1PYR-FRLF-L3HR 1TFH-JGF1-XTLG 1TKP-QNGX-WRXF	AMABUS OUTDOOR POLE MOUNT FOR IT VETERAN'S DAY PIN TRUNK OR TREAT DECORATIONS OFFICE SUPPLIES TREE LIGHTNING DECORATIONS BACKDROP FOR CITY EVENTS DIA DE LOS MUERTOS GAMES CREDIT - BACKDROP CREDIT - BACKDROP OFFICE SUPPLIES IT SUPPLIES LP PERK LIGHTS SECURITY CAMERAS CREDIT - BACKDROP CREDIT - BACKDROP	AMAZON CAPITAL SERVICES INC	550-6100-53018 100-4140-53979 100-4140-53979 100-4130-53011 100-4140-53979 100-4140-53979 100-4140-53979 100-4140-53979 100-4140-53979 100-4130-53011 550-6100-53018 285-3330-53822 550-6100-53018 100-4140-53979 100-4140-53979	1,659.40 87.96 79.18 141.87 28.02 194.20 91.28 173.67 -40.68 -42.89 271.68 93.24 42.89 615.96 -37.39 -39.59
13508	10/24/2024 INV0011677	VILLAN REIM - LIVE SCAN VILLAREAL	ANTONIO VILLAREAL	280-3300-53406	37.00 37.00
13509	10/24/2024 000022446697 000022446698	ATT 09/13-10/12 PHONE - CC/YLAC FAX LINE 09/13-10/12 PHONE - LP SNACK BAR	AT&T	100-4100-53715 285-3330-53715	90.54 60.36 30.18

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13510	10/24/2024 INV0011676	VELBR REIM - LIVE SCAN VELAZQUEZ	BRIAN VELAZQUEZ	280-3300-51111	37.00 37.00
13511	10/24/2024 AA8WT1C AA9NX3S	CDW COUNCIL CHAMBER-EQUIPMENT PURCHASE COUNCIL CHAMBER-EQUIPMENT PURCHASE	CDW GOVERNMENT INC	100-5609-59300 100-5609-59300	5,136.38 250.14 4,886.24
13512	10/24/2024 0029105101424 188632901100724	TIMEWA 10/14-11/13 SC CABLE/INTERNET 10/10-11/09 FIBER 1GBPS	CHARTER COMMUNICATIONS	100-4130-53911 100-1150-53715	1,462.22 119.22 1,343.00
13513	10/24/2024 INV0011690	LARCH REIM - LIVE SCAN LARIOS	CHELSEA LARIOS	100-4110-53980	37.00 37.00
13514	10/24/2024 INV0011681	RODCHR REIM - LIVE SCAN RODRIGUEZ	CHRISTIAN RODRIGUEZ	100-4110-53980	37.00 37.00
13515	10/24/2024 INV0011685	SANCH REIM - LIVE SCAN SANTIAGO	CHRISTIAN SANTIAGO	100-4110-53980	74.00 74.00
13516	10/24/2024 50	CHRPER FITNESS CLASS PAYMENT	CHRISTOPHER PEREZ ARIAS	263-3320-53111	975.00 975.00
13517	10/24/2024 4205084549	CINTA 09/24 CH MAT RENTAL	CINTAS CORPORATION #693	100-1150-53813	109.64 109.64
13518	10/24/2024 30739113	CORLOG 09/24 PROPERTY DATA SVC	CORELOGIC SOLUTIONS, LLC	100-3320-53111	191.83 191.83
13519	10/24/2024 872631	CORCON LP PARK WEST RESTROOM REPAIR	CORRAL CONSTRUCTION & DEVELOPMENT INC.	100-3330-53813	890.00 890.00
13520	10/24/2024 143117	COUPLU YLAC - MAIN LINE CLEAN OUT	COURTESY PLUMBERS, INC.	285-3330-53813	485.00 485.00
13521	10/24/2024 INV0011684	CASCY REIM - LIVE SCAN CASTILLO	CYNTHIA CASTILLO	100-4110-53980	74.00 74.00
13522	10/24/2024 99473	DELCOM 09/24 CAR DETAILING	DELHAVEN COMMUNITY CENTER	555-3150-53812	60.00 60.00
13523	10/24/2024 INV0011668	DSA S1186 JULY-AUG-SEPT 2024	DIVISION OF THE STATE ARCHITECT	100-42160	173.60 173.60
13524	10/24/2024 INV0011680	QUINEF REIM - LIVE SCAN QUINTERO	EFRAIN QUINTERO	100-4110-53980	37.00 37.00
13525	10/24/2024 C-3458	ENVIRO GRAFFITI REMOVAL SUPPLIES	ENVIROTEK	200-3120-53016	1,616.98 1,616.98
13526	10/24/2024 110224	ESP SOUND SERVICE FOR DIA DE LOS MUERTOS	EVENT SOUND PROFESSIONALS	100-4140-53979	4,200.00 4,200.00
13527	10/24/2024 CACIT78508 CACIT78509 CACIT78510 CACIT78511 CACIT78644 CACIT78645	COMFAS LP PARK JANITORIAL SUPPLIES CH JANITORIAL SUPPLIES COMM CTR - JANITORIAL SUPPLIES LP PARK SOAP DISPENSER LP PARK TWIN DISPENSER GRAFFITI SUPPLIES	FASTENAL COMPANY	100-3330-53012 100-1150-53012 100-4100-53011 100-1150-53012 100-4130-53813 200-3120-53016	1,938.67 977.88 236.50 150.26 30.46 24.88 518.69
13528	10/24/2024 INV0011687	ROBFER REIM - LIVE SCAN ROBLED0	FERNANDO REBLEDO	100-4110-53980	37.00 37.00

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13529	10/24/2024 INV0011662	VERIC 10/05-11/04 - 137 HUDSON	FRONTIER COMMUNICATIONS	100-1150-53715	465.00 465.00
13530	10/24/2024 029170414 029173949 029253576 029253663 029275380 029308910	GALLS CODE ENF - UNIFORMS CODE ENF - UNIFORMS CODE ENF - UNIFORMS CODE ENF - UNIFORMS FINANCE - POLO SHIRTS FINANCE - POLO SHIRTS	GALLS	100-2110-53015 100-2110-53015 100-2110-53015 100-2110-53015 100-1130-53976 100-1130-53976	1,097.15 116.43 367.25 152.51 181.02 209.96 69.98
13531	10/24/2024 1360646-02	HUNT SNACK BAR DOORS	HUNTINGTON HARDWARE CO. INC.	285-3330-53813	10,308.52 10,308.52
13532	10/24/2024 124382	ITSGAS BALLOON DECORATION FOR DIA DE LOS MUERTOS	IT'S A GAS, INC	100-4140-53979	2,609.55 2,609.55
13533	10/24/2024 INV0011698	MURJAC REIM - LIVE SCAN MURRIETA	JACQUELYN MURRIETA	280-3300-53406	37.00 37.00
13534	10/24/2024 125976 125996 125999 126004	JCLBAR SAFETY VEST FACILITY SIGNAGE GALVANIZED STEEL POST TRAFFIC SIGNAGE	JCL TRAFFIC	100-3100-53012 100-1150-53813 200-3120-53821 200-3120-53821	1,752.00 620.04 132.63 451.14 548.19
13535	10/24/2024 INV0011689	LOPJO REIM - LIVE SCAN LOPEZ	JOANA LOPEZ	100-4110-53980	37.00 37.00
13536	10/24/2024 INV0011667	DIMJOH MILEAGE REIM - DIMARIO	JOHN DIMARIO	100-3300-53972	96.74 96.74
13537	10/24/2024 INV0011692	RODJO REIM - LIVE SCAN RODRIGUEZ	JOSE RODRIGUEZ	100-4110-53980	37.00 37.00
13538	10/24/2024 INV0011683	ROJJU REIM - LIVE SCAN ROJAS	JUAN ROJAS	100-4110-53980	37.00 37.00
13539	10/24/2024 INV-000002	JUSRIG MURAL PROJECT ON FIRST STREET	JUST RIGHT ART SERVICES	100-4100-53111	15,000.00 15,000.00
13540	10/24/2024 INV0011688	ABDKA REIM - LIVE SCAN ABDOLA	KAREEM ABDOLA	100-4110-53980	37.00 37.00
13541	10/24/2024 2025	KSKFAC 09/24 CH JANITORIAL SVC	KSK FACILITIES	100-1150-53813	2,650.00 2,650.00
13542	10/24/2024 10161	MARDIV ENTERTAINMENT FOR DIA DE LOS MUERTOS 11/24	MARIACHI DIVAS INC.	100-4140-53979	2,000.00 2,000.00
13543	10/24/2024 INV0011695	CANMIC REIM - LIVE SCAN CANALES	MICHAEL CANALES	100-4110-53980	74.00 74.00
13544	10/24/2024 INV0011678	GARNA REIM - LIVE SCAN GARDEA	NATHAN GARDEA	280-3300-53406	37.00 37.00
13545	10/24/2024 INV0011663 INV0011664	MACNOE DJ SVC - DIA DE LOS MUERTOS DJ SVC - TRUNK OR TREAT EVENT	NOE MACIAS	100-4140-53979 100-4140-53979	600.00 300.00 300.00
13546	10/24/2024 INV0011697	PONOM REIM - LIVE SCAN PONCE	OMARA PONCE	280-3300-53406	37.00 37.00
13547	10/24/2024 INV0011675	FRANOSC DEPOSIT REIM - FRANCIA	OSCAR FRANCIA	600-20230	250.00 250.00

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13548	10/24/2024 INV0011691	REYRA REIM - LIVE SCAN REYES	RANDY REYES	100-4110-53980	37.00 37.00
13549	10/24/2024 INV0011686	TRURE REIM - LIVE SCAN TRUJILLO	REYNALDO TRUJILLO	100-4110-53980	37.00 37.00
13550	10/24/2024 INV0011669 INV0011670	CARRRI BOOT REIM - CARRILLO MTCE TOOL REIM - CARRILLO	RICARDO CARRILLO	100-3330-53015 100-3100-53012	249.24 200.00 49.24
13551	10/24/2024 INV0011693	MIRIC REIM - LIVE SCAN MIRANDA	RICHARD MIRANDA	100-4110-53980	37.00 37.00
13552	10/24/2024 INV0011696	DOMRO REIM - LIVE SCAN DOMINGUEZ	ROBERT DOMINGUEZ	280-3300-53406	35.00 35.00
13553	10/24/2024 3764	ROBFLO FLOWERS FOR COUNCIL PRESENTATION	ROBINSON'S FLOWERS	100-1100-53976	88.00 88.00
13554	10/24/2024 INV0011671 INV0011672 INV0011673 INV0011674	SGVWC 09/05-10/08 WTR - 935 IRRIG PUENTE 09/12-10/14 WTR - 715 IRRIG 09/11-10/11 WTR - 545 IRRIG PUENTE 09/11-10/11 WTR - 15900 MAIN STREET	S.G.V. WATER CO	200-3120-53714 200-3120-53714 200-3120-53714 200-3120-53714	1,773.05 208.30 362.39 907.67 294.69
13555	10/24/2024 INV0011694	MARSAM REIM - LIVE SCAN MARIN	SAMANTHA MARIN	100-4110-53980	37.00 37.00
13556	10/24/2024 02	SARGER ENTERTAINMENT FOR THE DIA DE LOS MUERTOS 11/...	SARAH M. GERTMENIAN	100-4140-53979	1,100.00 1,100.00
13557	10/24/2024 INV0011679	RODSER REIM - LIVE SCAN RODRIGUEZ	SERVANDO RODRIGUEZ	280-3300-53406	37.00 37.00
13558	10/24/2024 0074053-IN 0074504-IN	SHOINC YWFP - UNIFORM/BOOTS PARTICIPANT YWFP - UNIFORM BOOTS PARTICIPANT	SHOETERIA INC.	280-3300-53015 280-3300-53015	196.32 98.16 98.16
13559	10/24/2024 144451252-001 145654366-001 146191358-001 146191548-001 146441996-001	SITEON IRRIGATION SUPPLIES IRRIGATION SUPPLIES IRRIGATION SUPPLIES LANDSCAPE MTCE CH - REPAIR DRINKING FOUNTAIN	SITEONE LANDSCAPE SUPPLY, LLC	285-3330-53822 285-3330-53822 285-3330-53822 200-3120-53815 100-1150-53813	1,493.31 411.57 98.10 497.60 227.83 258.21
13560	10/24/2024 4428188 4431141	AQMD CH ICE EM ELEC GEN- DIESEL FY 24/25 SR CTR - AQMD FEE	SOUTH COAST AQMD	100-4130-53811 100-4130-53811	707.00 541.04 165.96
13561	10/24/2024 LAPUENTE0924 LAPUENTE0924 LAPUENTE0924 LAPUENTE0924	SGTRA 09/24 DIAL A RIDE 09/24 LP LINK SVC 09/24 DIAL A RIDE FARE 09/24 LP LINK FARE	SOUTHLAND TRANSIT INC	210-3130-53916 210-3130-53917 210-46100 210-46105	60,956.27 12,007.70 50,740.07 -85.50 -1,706.00
13562	10/24/2024 181004134316	SOSUBW 09/07-10/04 WTR - 6000101379	SUBURBAN WATER SYSTEMS	200-3120-53714	220.22 220.22
13563	10/24/2024 2063043	TEKTIME DATE/TIME CLOCK REPAIR- RIBBON(S)	TEK TIME SYSTEMS INC	100-1150-53811	185.04 185.04
13564	10/24/2024 451234607 451234667 452549339	TERMI 09/05 CH PEST CONTROL 09/05 CH PEST CONTROL 10/09 CC PEST CONTROL	TERMINIX PROCESSING CENTER	100-1150-53813 100-1150-53813 285-3330-53813	365.00 85.00 104.00 55.00

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	452549394	10/09 YLAC PEST CONTROL		285-3330-53813	62.00
	452549486	10/09 CC PEST CONTROL		285-3330-53813	59.00
13565	10/24/2024	ULINE	ULINE		931.74
	183473811	RIGID CONTAINER FOR MTCE YARD		100-3330-53012	931.74
13566	10/24/2024	MENVIC	VICTOR MENDOZA		37.00
	INV0011682	REIM - LIVE SCAN MENDOZA		100-4110-53980	37.00
13567	10/24/2024	WESCO	WEST COAST ARBORISTS INC		34,151.05
	219828	09/01-15 PKWY TREE MTCE		200-3120-53815	34,151.05
13568	11/5/2024	STADIS	CALIFORNIA STATE DISBURSEMENT UNIT		292.00
	INV0011721	CHILD SUPPORT		100-20399	292.00
13569	11/5/2024	RELIAN	RELIANCE STANDARD LIFE INS.		3,822.54
	INV0011720	LIFE INSURANCE		100-20320	638.82
	INV0011720	LIFE INSURANCE		200-20320	24.94
	INV0011720	LIFE INSURANCE		202-20320	3.47
	INV0011720	LIFE INSURANCE		203-20320	12.57
	INV0011720	LIFE INSURANCE		205-20320	16.36
	INV0011720	LIFE INSURANCE		210-20320	18.93
	INV0011720	LIFE INSURANCE		215-20320	7.90
	INV0011720	LIFE INSURANCE		260-20320	30.65
	INV0011720	LIFE INSURANCE		264-20320	5.73
	INV0011720	LIFE INSURANCE		280-20320	4.59
	INV0011720	LIFE INSURANCE		283-20320	11.08
	INV0011720	LIFE INSURANCE		285-20320	2.96
	INV0011724	LTD INSURANCE		100-20330	1,276.24
	INV0011724	LTD INSURANCE		200-20330	56.29
	INV0011724	LTD INSURANCE		202-20330	20.41
	INV0011724	LTD INSURANCE		203-20330	37.13
	INV0011724	LTD INSURANCE		205-20330	46.19
	INV0011724	LTD INSURANCE		210-20330	44.51
	INV0011724	LTD INSURANCE		215-20330	39.72
	INV0011724	LTD INSURANCE		260-20330	68.14
	INV0011724	LTD INSURANCE		264-20330	15.61
	INV0011724	LTD INSURANCE		280-20330	9.96
	INV0011724	LTD INSURANCE		283-20330	21.75
	INV0011724	LTD INSURANCE		285-20330	5.52
	INV0011731	STD INSURANCE		100-20330	1,090.87
	INV0011731	STD INSURANCE		200-20330	48.12
	INV0011731	STD INSURANCE		202-20330	17.45
	INV0011731	STD INSURANCE		203-20330	31.74
	INV0011731	STD INSURANCE		205-20330	39.46
	INV0011731	STD INSURANCE		210-20330	38.01
	INV0011731	STD INSURANCE		215-20330	33.98
	INV0011731	STD INSURANCE		260-20330	58.30
	INV0011731	STD INSURANCE		264-20330	13.37
	INV0011731	STD INSURANCE		280-20330	8.50
	INV0011731	STD INSURANCE		283-20330	18.60
	INV0011731	STD INSURANCE		285-20330	4.67
13571	11/5/2024	USBANK	U.S BANK PARS ACCT# 6746022400		6,719.20
	INV0011730	PARS RETIREMENT		100-20340	4,278.31
	INV0011730	PARS RETIREMENT		200-20340	6.22
	INV0011730	PARS RETIREMENT		203-20340	169.86
	INV0011730	PARS RETIREMENT		205-20340	367.13
	INV0011730	PARS RETIREMENT		260-20340	159.89
	INV0011730	PARS RETIREMENT		280-20340	1,648.83
	INV0011730	PARS RETIREMENT		285-20340	88.96

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13572	11/1/2024	ALEXSAUTO	ALEX'S AUTO GLASS		325.00
	19184	RADAR BOX TRAILER GLASS REPAIR		555-3150-53812	180.00
	19185	OFFICE WINDOW TINT-CODE		100-1150-53813	145.00
13573	11/1/2024	ALLIAN	ALLIANT INSURANCE SERVICES		1,351.00
	2860886	SPECIAL EVENT LIABILITY INS-TRUNK OR TREAT		100-1135-53613	527.00
	2860960	SPECIAL EVENT LIABILTY INS-DIA DE LOS MURTOS		100-1135-53613	824.00
13574	11/1/2024	AMABUS	AMAZON CAPITAL SERVICES INC		58.24
	1MDF-TWQK-QQJX	SUPPLIES-TRICK OR TREAT		100-4140-53979	58.24
13575	11/1/2024	AZUSAP	AZUSA PLUMBING SUPPLY		248.13
	0475022-IN	LP PARK PLUMBING SUPPLIES		285-3330-53822	248.13
13576	11/1/2024	LPHCAR	BAIYUN USA GROUP		765.00
	20240924	05-09/24 VEH-CAR WASH		555-3150-53812	765.00
13577	11/1/2024	TORBRI	BRIAN TORRES		200.00
	INV0011743	BOOT REIM-TORRES		100-3325-53015	200.00
13578	11/1/2024	CDW	CDW GOVERNMENT INC		15,417.93
	AB257IN	COUNCIL CHAMBER-AV/TECH UPGRADE WORK		100-5609-59300	15,417.93
13579	11/1/2024	COMMD	COMMERCIAL DOOR OF LOS ANGELES		4,078.50
	22994	BUILDING DEPT DOOR		100-1150-53813	3,695.00
	23005	DOOR STOP INSTALLATION-BLDG DEPT		100-1150-53813	383.50
13580	11/1/2024	EDISON	EDISON CO		50,591.82
	INV0011701	08/01-08/29 ELEC - VARIOUS		200-3120-53713	289.84
	INV0011702	08/01-08/29 ELEC - PARK SERVICE		285-3330-53712	331.13
	INV0011703	08/01-08/29 ELEC - TRAFFIC CONTROL		200-3120-53713	1,333.02
	INV0011704	09/26-10/24 ELEC - 15612 TEMPLE AVE		285-3330-53712	8,443.47
	INV0011705	09/26-10/24 ELEC - 15614 TEMPLE AVE		285-3330-53712	2,170.23
	INV0011706	08/30-09/30 ELEC - CH SOLAR PANELS		100-1150-53712	10,571.46
	INV0011707	09/01-09/30 ELEC - VARIOUS		200-3120-53713	7,904.28
	INV0011708	09/09-10/07 ELEC - VARIOUS		200-3120-53713	352.77
	INV0011709	09/01-09/30 ELEC - ST LIGHTS LS-2B		285-3330-53712	2,021.17
	INV0011710	09/01-09/30 ELEC - 1744 ST LIGHTS LS-1/OPTION E		285-3330-53712	13,137.91
	INV0011711	09/03-10/01 ELEC - 14951 NELSON AVE		200-3120-53713	32.85
	INV0011712	09/26-10/24 ELEC - 14416 AMAR RD TC1		200-3120-53713	66.75
	INV0011713	09/26-10/24 ELEC - 501 N GLENDORA-SOLAR PANELS		285-3330-53712	1,664.48
	INV0011714	08/01-08/29 ELEC - SENIOR CTR		100-4130-53712	2,272.46
13581	11/1/2024	EWIIRR	EWING IRRIGATION PRODUCTS INC.		15,408.87
	23557142	TURF ESSENTIALS		285-3330-53814	14,682.75
	23601272	FIELD PAINT		100-3330-53012	259.25
	23637350	LANDSCAPE HAT		100-3330-53011	165.08
	23786349	IRRIGATION SUPPLIES		200-3120-53012	301.79
13582	11/1/2024	COMFAS	FASTENAL COMPANY		2,981.14
	CACIT78728	LP PARK JANITORIAL SUPPLIES		100-3330-53012	664.38
	CACIT78729	LP PARK JANITORIAL SUPPLIES		100-3330-53012	955.03
	CACIT78914	LP PARK JANITORIAL SUPPLIES		100-3330-53012	947.31
	CACIT78915	COMM CTR JANITORIAL SUPPLIES		100-4100-53011	89.76
	CACIT78916	CH JANITORIAL SUPPLIES		100-1150-53012	200.85
	CACIT78917	LP PARK JANITORIAL SUPPLIES		100-3330-53012	57.20
	CACIT78918	SR CTR JANITORIAL SUPPLIES		100-4130-53012	66.61
13583	11/1/2024	GLOIND	GLOBAL INDUSTRIAL		610.06
	122475320	WATER FOUNTAIN SUPPLIES		285-3330-53822	316.50
	122501856	SS SEAT COVER DISPENSER		285-3330-53822	293.56

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13584	11/1/2024 9268838167	GRAING FLANGE NUT	GRAINGER	100-3100-53012	3.77 3.77
13585	11/1/2024 INV0011744	GRAWES C&D DEPOSIT IN FULL REFUND-785 N HACIENDA	GRAY WEST CONSTRUCTION	600-23280	19,000.00 19,000.00
13586	11/1/2024 SIN044246	HDLCC 10/24-12/24 SALES TAX/AUDIT SVC	HDL COREN & CONE	100-1130-53111	2,903.75 2,903.75
13587	11/1/2024 69076	INHOFA PRESSURE WASHER PANTS	INDUSTRY HOSES & FASTNERS	200-3120-53012	438.05 438.05
13588	11/1/2024 INV0011738	BUCJEF LUNCH MTG-BUCKWELL	JEFFREY BUCKWELL	100-2110-53972	87.58 87.58
13589	11/1/2024 162005	GONSALV 11/24 LEGISLATIVE SVC	JOE A. GONSALVES & SON	100-1100-53111	2,500.00 2,500.00
13590	11/1/2024 INV0011741	LACANL 09/24 ANIMAL HOUSING	LA CO ANIMAL CARE AND CONTROL	100-2130-53112	551.36 551.36
13591	11/1/2024 241732EC-1 242040EC-1 250494MR	LACSHF 12/23 LAW ENF SVC 01/24 LAW ENF SVC 08/26-27 IDT-CRIME SUPPRESSION	LA CO SHERIFF'S DEPT	100-2100-53110 100-2100-53110 100-2100-53113	45,992.84 18,556.63 16,623.65 10,812.56
13592	11/1/2024 INV0011742 INV0011742	LEOBUI UNRUH WALL RETENTION PYMT UNRUH WALL RETENTION PYMT	LEONIDA BUILDERS	203-20220 205-20220	21,535.25 5,814.52 15,720.73
13593	11/1/2024 840	MMASC 09/24 SB 1383 IMPLEMENTATION	MUNICIPAL MANAGEMENT ASSOC OF SO CAL	100-1130-53111	1,870.00 1,870.00
13594	11/1/2024 3607-436356 3607-453335 3607-453361 3607-453852 3607-455565 3607-456707	OREILLY BATTERIES VEH-MTCE SUPPLIES TRAILER GREASE VEH-WIPERS BATTERIES-LP PARK GATE VEH-SWIVEL LOCK/TOWING KIT	O'REILLY AUTO PARTS	100-3100-53011 555-3150-53812 555-3150-53812 555-3150-53812 285-3330-53813 555-3150-53812	392.32 38.16 126.94 13.19 29.17 114.48 70.38
13595	11/1/2024 1016470	QUINMO FUEL	QUINTIN'S MOBIL	555-3150-53014	52.84 52.84
13596	11/1/2024 3890486 3893842	RESOUR GROUT-SIDEWALK CEMENT-SIDEWALK	RESOURCE BUILDING MATERIALS	200-3120-53817 200-3120-53817	52.29 5.31 46.98
13597	11/1/2024 INV0011747	SALIM 11/24 RENT-137 HUDSON UNIT B	SALIM DANNY CHAMSI	100-1150-53913	10,000.00 10,000.00
13598	11/1/2024 7070027505 7070027868	SOUTIR VEH-TIRE REPAIR VEH-MTCE	SOUTHERN TIRE MART	555-3150-53812 555-3150-53812	168.03 110.00 58.03
13599	11/1/2024 1808641 1821702	STANLE 09/24 ABBEY ST PEST CONTROL 10/24 ABBEY ST. PEST CONTROL	STANLEY PEST CONTROL, INC.	200-3120-53814 200-3120-53814	170.00 85.00 85.00
13600	11/1/2024 180061991732 180061991735 180071741662	SOSUBW 09/20-10/18 WTR-6000060246 09/21-10/18 WTR-6000060264 09/21-10/18 WTR-6000064023	SUBURBAN WATER SYSTEMS	200-3120-53714 200-3120-53714 200-3120-53714	636.65 164.97 287.14 184.54

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13601	11/1/2024 7645/1 7646/1 7669/1	SUNGRO CH PLANTS LP PARK-CITRUS TREE CH-PLANTERS	SUNSHINE GROWERS	100-1150-53814 285-3330-53814 100-1150-53814	999.09 509.86 144.00 345.23
13602	11/1/2024 INV0011739	CHRTAH PARTIAL REFUND-LIC AGREEMENT OLD VALLEY/VALL...	TAHOE CHRISTMAS TREE LLC	100-42130	2,494.64 2,494.64
13603	11/1/2024 452226257	TERMI 10/24 SR CENTER PEST CONTROL	TERMINIX PROCESSING CENTER	100-4130-53813	90.00 90.00
13604	11/1/2024 INV0011717	TMOBILE 09/21-10/20 PHONE-CE WIRELESS	T-MOBILE	100-2110-53715	201.04 201.04
13605	11/1/2024 025-479657	INCODE 24/25 INCODE ANNUAL SAAS FEES	TYLER TECHNOLOGIES, INC.	550-6100-53111	38,136.59 38,136.59
13606	11/1/2024 234823563-1 236550590-1 239279420-1	UNREN SCISSOR LIFT RENTAL SCISSOR LIFT RENTAL SCISSOR LIFT RENTAL	UNITED RENTALS	285-3330-53911 285-3330-53911 285-3330-53911	3,863.49 1,040.40 1,414.11 1,408.98
13607	11/1/2024 60178	V&V LP PUBLIC SAFETY BADGE	V & V MANUFACTURING, INC.	100-2110-53012	347.27 347.27
13608	11/1/2024 S126544067.1 S126544519.1 S126606196.1	WALIRW LIGHT FIXTURES-SR CENTER ELECTRIAL SUPPLIES COFFEE SHOP-ELECTRICAL SUPPLIES	WALTERS WHOLESALE ELECTRIC CO.	100-4130-53813 200-3120-53012 285-3330-53822	411.99 253.75 141.88 16.36
13609	11/1/2024 22008-03	WESWHI LP PARK ACT CENTER	WESTBERG + WHITE, INC.	100-5614-59210	49,812.00 49,812.00
13610	11/1/2024 003-39700 00628632	WILENG 09/24 ENGINEERING PERMITS 08/24 LAPU INYO STORM DRAIN/DRYWELL	WILLDAN ENGINEERING	100-3110-53120 284-5615-59210	32,069.15 29,569.15 2,500.00
13611	11/1/2024 010-59930 010-59930 010-60205	WILFIN 23/24 CDIAK BOND REPORTING 23/24 CDIAK BOND REPORTING 24/25 CSMD ADM/SANITARY SWR	WILLDAN FINANCIAL SERVICES	203-3120-53111 205-3120-53111 500-3210-53111	4,200.00 600.00 600.00 3,000.00
DFT0002677	10/18/2024 INV0011639 INV0011639 INV0011639	AFLAC EMPLOYEE LIFE ASSURANCE EMPLOYEE LIFE ASSURANCE EMPLOYEE LIFE ASSURANCE	AFLAC	100-20399 260-20399 264-20399	93.75 86.55 3.60 3.60
DFT0002678	10/18/2024 INV0011640 INV0011640 INV0011640 INV0011640	AFLAC EMPLOYEE INSURANCE EMPLOYEE INSURANCE EMPLOYEE INSURANCE EMPLOYEE INSURANCE	AFLAC	100-20399 260-20399 264-20399 280-20399	151.90 90.83 26.44 28.91 5.72
DFT0002679	10/18/2024 INV0011642 INV0011642 INV0011642 INV0011642 INV0011642 INV0011642 INV0011642 INV0011642 INV0011642	ICMARC EMPLOYEE LOAN REPYMT EMPLOYEE LOAN REPYMT EMPLOYEE LOAN REPYMT EMPLOYEE LOAN REPYMT EMPLOYEE LOAN REPYMT EMPLOYEE LOAN REPYMT EMPLOYEE LOAN REPYMT EMPLOYEE LOAN REPYMT EMPLOYEE LOAN REPYMT	MISSION SQUARE RETIREMENT	100-20399 200-20399 203-20399 205-20399 210-20399 215-20399 260-20399 280-20399	76.78 43.76 6.95 1.74 1.74 12.16 1.74 3.48 5.21

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DFT0002680	10/18/2024	ICMARC	MISSION SQUARE RETIREMENT		2,050.00
	INV0011643	EMPLOYEE CONTRIBUTIONS		100-20399	1,107.76
	INV0011643	EMPLOYEE CONTRIBUTIONS		200-20399	78.29
	INV0011643	EMPLOYEE CONTRIBUTIONS		202-20399	98.46
	INV0011643	EMPLOYEE CONTRIBUTIONS		203-20399	93.91
	INV0011643	EMPLOYEE CONTRIBUTIONS		205-20399	106.07
	INV0011643	EMPLOYEE CONTRIBUTIONS		210-20399	170.62
	INV0011643	EMPLOYEE CONTRIBUTIONS		215-20399	189.09
	INV0011643	EMPLOYEE CONTRIBUTIONS		260-20399	91.29
	INV0011643	EMPLOYEE CONTRIBUTIONS		264-20399	38.16
	INV0011643	EMPLOYEE CONTRIBUTIONS		280-20399	76.35
DFT0002681	10/18/2024	NATRS	NATIONWIDE RETIREMENT		330.00
	INV0011644	Employee Contribution		100-20340	306.90
	INV0011644	Employee Contribution		200-20340	4.62
	INV0011644	Employee Contribution		203-20340	4.62
	INV0011644	Employee Contribution		205-20340	4.62
	INV0011644	Employee Contribution		210-20340	4.62
	INV0011644	Employee Contribution		215-20340	4.62
DFT0002682	10/18/2024	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		20,215.35
	INV0011645	EMPLOYER CONTRIBUTION		100-20360	15,597.03
	INV0011645	EMPLOYER CONTRIBUTION		200-20360	710.27
	INV0011645	EMPLOYER CONTRIBUTION		202-20360	160.12
	INV0011645	EMPLOYER CONTRIBUTION		203-20360	424.50
	INV0011645	EMPLOYER CONTRIBUTION		205-20360	558.81
	INV0011645	EMPLOYER CONTRIBUTION		210-20360	659.16
	INV0011645	EMPLOYER CONTRIBUTION		215-20360	354.34
	INV0011645	EMPLOYER CONTRIBUTION		260-20360	880.83
	INV0011645	EMPLOYER CONTRIBUTION		264-20360	226.07
	INV0011645	EMPLOYER CONTRIBUTION		280-20360	223.46
	INV0011645	EMPLOYER CONTRIBUTION		283-20360	164.34
	INV0011645	EMPLOYER CONTRIBUTION		285-20360	256.42
DFT0002683	10/18/2024	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		15,404.22
	INV0011646	PERS- NEW EMPLY CONTRB		100-20399	11,940.10
	INV0011646	PERS- NEW EMPLY CONTRB		200-20399	540.13
	INV0011646	PERS- NEW EMPLY CONTRB		202-20399	153.06
	INV0011646	PERS- NEW EMPLY CONTRB		203-20399	310.47
	INV0011646	PERS- NEW EMPLY CONTRB		205-20399	403.63
	INV0011646	PERS- NEW EMPLY CONTRB		210-20399	423.88
	INV0011646	PERS- NEW EMPLY CONTRB		215-20399	320.89
	INV0011646	PERS- NEW EMPLY CONTRB		260-20399	632.97
	INV0011646	PERS- NEW EMPLY CONTRB		264-20399	133.80
	INV0011646	PERS- NEW EMPLY CONTRB		280-20399	197.78
	INV0011646	PERS- NEW EMPLY CONTRB		283-20399	157.10
	INV0011646	PERS- NEW EMPLY CONTRB		285-20399	190.41
DFT0002684	10/18/2024	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		26.80
	INV0011647	EMPLOYEE PORTION		100-20360	26.80
DFT0002685	10/18/2024	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		65.00
	INV0011649	SURVIVORS LIFE INSURANCE		100-20350	54.46
	INV0011649	SURVIVORS LIFE INSURANCE		200-20350	1.93
	INV0011649	SURVIVORS LIFE INSURANCE		202-20350	0.16
	INV0011649	SURVIVORS LIFE INSURANCE		203-20350	0.73
	INV0011649	SURVIVORS LIFE INSURANCE		205-20350	0.98
	INV0011649	SURVIVORS LIFE INSURANCE		210-20350	1.32
	INV0011649	SURVIVORS LIFE INSURANCE		215-20350	0.43
	INV0011649	SURVIVORS LIFE INSURANCE		260-20350	2.19
	INV0011649	SURVIVORS LIFE INSURANCE		264-20350	0.50

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	INV0011649	SURVIVORS LIFE INSURANCE		280-20350	0.87
	INV0011649	SURVIVORS LIFE INSURANCE		283-20350	0.63
	INV0011649	SURVIVORS LIFE INSURANCE		285-20350	0.80
DFT0002686	10/18/2024	EMPLOY	EMPLOYMENT DEVELOPMENT DEPT		8,248.20
	INV0011652	STATE INCOME TAX		100-20310	6,471.38
	INV0011652	STATE INCOME TAX		200-20310	232.97
	INV0011652	STATE INCOME TAX		202-20310	101.88
	INV0011652	STATE INCOME TAX		203-20310	129.31
	INV0011652	STATE INCOME TAX		205-20310	172.36
	INV0011652	STATE INCOME TAX		210-20310	207.85
	INV0011652	STATE INCOME TAX		215-20310	208.40
	INV0011652	STATE INCOME TAX		260-20310	342.30
	INV0011652	STATE INCOME TAX		264-20310	6.61
	INV0011652	STATE INCOME TAX		280-20310	221.30
	INV0011652	STATE INCOME TAX		283-20310	65.52
	INV0011652	STATE INCOME TAX		285-20310	88.32
DFT0002687	10/18/2024	IRSPR	IRS PAYROLL TAX DEPOSIT		22,900.38
	INV0011653	FEDERAL WITHHOLDING		100-20300	17,769.65
	INV0011653	FEDERAL WITHHOLDING		200-20300	683.59
	INV0011653	FEDERAL WITHHOLDING		202-20300	249.56
	INV0011653	FEDERAL WITHHOLDING		203-20300	322.35
	INV0011653	FEDERAL WITHHOLDING		205-20300	472.72
	INV0011653	FEDERAL WITHHOLDING		210-20300	687.72
	INV0011653	FEDERAL WITHHOLDING		215-20300	517.86
	INV0011653	FEDERAL WITHHOLDING		260-20300	994.73
	INV0011653	FEDERAL WITHHOLDING		264-20300	24.14
	INV0011653	FEDERAL WITHHOLDING		280-20300	747.47
	INV0011653	FEDERAL WITHHOLDING		283-20300	164.82
	INV0011653	FEDERAL WITHHOLDING		285-20300	265.77
DFT0002688	10/18/2024	IRSPR	IRS PAYROLL TAX DEPOSIT		8,463.86
	INV0011654	MEDICARE TAX		100-20300	6,408.38
	INV0011654	MEDICARE TAX		200-20300	340.88
	INV0011654	MEDICARE TAX		202-20300	53.80
	INV0011654	MEDICARE TAX		203-20300	110.36
	INV0011654	MEDICARE TAX		205-20300	232.62
	INV0011654	MEDICARE TAX		210-20300	161.00
	INV0011654	MEDICARE TAX		215-20300	113.02
	INV0011654	MEDICARE TAX		260-20300	283.58
	INV0011654	MEDICARE TAX		264-20300	48.30
	INV0011654	MEDICARE TAX		280-20300	580.16
	INV0011654	MEDICARE TAX		283-20300	62.14
	INV0011654	MEDICARE TAX		285-20300	69.62
DFT0002690	10/18/2024	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		-88.70
	CM0000089	EMPLOYER CONTRIBUTION		100-20360	-31.82
	CM0000089	EMPLOYER CONTRIBUTION		200-20360	-2.84
	CM0000089	EMPLOYER CONTRIBUTION		202-20360	-12.80
	CM0000089	EMPLOYER CONTRIBUTION		203-20360	-6.40
	CM0000089	EMPLOYER CONTRIBUTION		205-20360	-6.40
	CM0000089	EMPLOYER CONTRIBUTION		210-20360	-6.40
	CM0000089	EMPLOYER CONTRIBUTION		215-20360	-22.04
DFT0002691	10/18/2024	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		-84.79
	CM0000090	PERS- NEW EMPLOY CONTRB		100-20399	-30.39
	CM0000090	PERS- NEW EMPLOY CONTRB		200-20399	-2.72
	CM0000090	PERS- NEW EMPLOY CONTRB		202-20399	-12.24
	CM0000090	PERS- NEW EMPLOY CONTRB		203-20399	-6.12
	CM0000090	PERS- NEW EMPLOY CONTRB		205-20399	-6.12

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	CM0000090	PERS- NEW EMPLY CONTRB		210-20399	-6.12
	CM0000090	PERS- NEW EMPLY CONTRB		215-20399	-21.08
DFT0002693	10/18/2024	EMPLOY	EMPLOYMENT DEVELOPMENT DEPT		-5.08
	CM0000091	STATE INCOME TAX		100-20310	-6.78
	CM0000091	STATE INCOME TAX		200-20310	0.09
	CM0000091	STATE INCOME TAX		202-20310	0.38
	CM0000091	STATE INCOME TAX		203-20310	0.19
	CM0000091	STATE INCOME TAX		205-20310	0.19
	CM0000091	STATE INCOME TAX		210-20310	0.19
	CM0000091	STATE INCOME TAX		215-20310	0.66
DFT0002694	11/5/2024	IRSPR	IRS PAYROLL TAX DEPOSIT		-10.92
	CM0000092	FEDERAL WITHHOLDING		100-20300	-16.16
	CM0000092	FEDERAL WITHHOLDING		200-20300	0.26
	CM0000092	FEDERAL WITHHOLDING		202-20300	1.18
	CM0000092	FEDERAL WITHHOLDING		203-20300	0.59
	CM0000092	FEDERAL WITHHOLDING		205-20300	0.59
	CM0000092	FEDERAL WITHHOLDING		210-20300	0.59
	CM0000092	FEDERAL WITHHOLDING		215-20300	2.03
DFT0002695	10/18/2024	IRSPR	IRS PAYROLL TAX DEPOSIT		-3.90
	CM0000093	MEDICARE TAX		100-20300	-3.90
DFT0002696	11/1/2024	WEXBANK	WEX BANK		7,437.15
	100401416	10/24 FUEL PURCHASES		555-3150-53014	7,437.15
DFT0002697	11/5/2024	AFLAC	AFLAC		93.75
	INV0011718	EMPLOYEE LIFE ASSURANCE		100-20399	85.75
	INV0011718	EMPLOYEE LIFE ASSURANCE		260-20399	4.00
	INV0011718	EMPLOYEE LIFE ASSURANCE		264-20399	4.00
DFT0002698	11/5/2024	AFLAC	AFLAC		151.90
	INV0011719	EMPLOYEE INSURANCE		100-20399	83.81
	INV0011719	EMPLOYEE INSURANCE		260-20399	31.59
	INV0011719	EMPLOYEE INSURANCE		264-20399	31.11
	INV0011719	EMPLOYEE INSURANCE		280-20399	5.39
DFT0002699	11/5/2024	ICMARC	MISSION SQUARE RETIREMENT		76.78
	INV0011722	EMPLOYEE LOAN REPYMT		100-20399	52.44
	INV0011722	EMPLOYEE LOAN REPYMT		200-20399	4.35
	INV0011722	EMPLOYEE LOAN REPYMT		203-20399	1.74
	INV0011722	EMPLOYEE LOAN REPYMT		205-20399	1.74
	INV0011722	EMPLOYEE LOAN REPYMT		210-20399	6.08
	INV0011722	EMPLOYEE LOAN REPYMT		215-20399	1.74
	INV0011722	EMPLOYEE LOAN REPYMT		260-20399	3.48
	INV0011722	EMPLOYEE LOAN REPYMT		280-20399	5.21
DFT0002700	11/5/2024	ICMARC	MISSION SQUARE RETIREMENT		2,125.00
	INV0011723	EMPLOYEE CONTRIBUTIONS		100-20399	1,058.17
	INV0011723	EMPLOYEE CONTRIBUTIONS		200-20399	101.66
	INV0011723	EMPLOYEE CONTRIBUTIONS		202-20399	138.45
	INV0011723	EMPLOYEE CONTRIBUTIONS		203-20399	116.31
	INV0011723	EMPLOYEE CONTRIBUTIONS		205-20399	120.20
	INV0011723	EMPLOYEE CONTRIBUTIONS		210-20399	146.98
	INV0011723	EMPLOYEE CONTRIBUTIONS		215-20399	250.03
	INV0011723	EMPLOYEE CONTRIBUTIONS		260-20399	84.91
	INV0011723	EMPLOYEE CONTRIBUTIONS		264-20399	67.57
	INV0011723	EMPLOYEE CONTRIBUTIONS		280-20399	40.72
DFT0002701	11/5/2024	CPERS-HEALTH	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		68,689.23
	INV0011725	HEALTH INSURANCE		100-20399	52,359.18

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	INV0011725	HEALTH INSURANCE		200-20399	2,951.99
	INV0011725	HEALTH INSURANCE		202-20399	542.96
	INV0011725	HEALTH INSURANCE		203-20399	1,678.75
	INV0011725	HEALTH INSURANCE		205-20399	2,193.76
	INV0011725	HEALTH INSURANCE		210-20399	2,307.88
	INV0011725	HEALTH INSURANCE		215-20399	1,153.72
	INV0011725	HEALTH INSURANCE		260-20399	2,994.28
	INV0011725	HEALTH INSURANCE		264-20399	862.32
	INV0011725	HEALTH INSURANCE		280-20399	449.88
	INV0011725	HEALTH INSURANCE		283-20399	777.96
	INV0011725	HEALTH INSURANCE		285-20399	416.55
DFT0002702	11/5/2024	NATRS	NATIONWIDE RETIREMENT		330.00
	INV0011726	Employee Contribution		100-20340	306.90
	INV0011726	Employee Contribution		200-20340	4.62
	INV0011726	Employee Contribution		203-20340	4.62
	INV0011726	Employee Contribution		205-20340	4.62
	INV0011726	Employee Contribution		210-20340	4.62
	INV0011726	Employee Contribution		215-20340	4.62
DFT0002703	11/5/2024	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		19,371.98
	INV0011727	EMPLOYER CONTRIBUTION		100-20360	14,928.14
	INV0011727	EMPLOYER CONTRIBUTION		200-20360	696.89
	INV0011727	EMPLOYER CONTRIBUTION		202-20360	191.82
	INV0011727	EMPLOYER CONTRIBUTION		203-20360	451.30
	INV0011727	EMPLOYER CONTRIBUTION		205-20360	571.23
	INV0011727	EMPLOYER CONTRIBUTION		210-20360	562.74
	INV0011727	EMPLOYER CONTRIBUTION		215-20360	380.79
	INV0011727	EMPLOYER CONTRIBUTION		260-20360	871.69
	INV0011727	EMPLOYER CONTRIBUTION		264-20360	279.78
	INV0011727	EMPLOYER CONTRIBUTION		280-20360	153.59
	INV0011727	EMPLOYER CONTRIBUTION		283-20360	191.75
	INV0011727	EMPLOYER CONTRIBUTION		285-20360	92.26
DFT0002704	11/5/2024	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		14,607.76
	INV0011728	PERS- NEW EMPLY CONTRB		100-20399	11,311.98
	INV0011728	PERS- NEW EMPLY CONTRB		200-20399	487.62
	INV0011728	PERS- NEW EMPLY CONTRB		202-20399	183.38
	INV0011728	PERS- NEW EMPLY CONTRB		203-20399	323.55
	INV0011728	PERS- NEW EMPLY CONTRB		205-20399	405.46
	INV0011728	PERS- NEW EMPLY CONTRB		210-20399	368.56
	INV0011728	PERS- NEW EMPLY CONTRB		215-20399	346.21
	INV0011728	PERS- NEW EMPLY CONTRB		260-20399	643.73
	INV0011728	PERS- NEW EMPLY CONTRB		264-20399	175.83
	INV0011728	PERS- NEW EMPLY CONTRB		280-20399	130.99
	INV0011728	PERS- NEW EMPLY CONTRB		283-20399	183.29
	INV0011728	PERS- NEW EMPLY CONTRB		285-20399	47.16
DFT0002705	11/5/2024	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		26.80
	INV0011729	EMPLOYEE PORTION		100-20360	26.80
DFT0002706	11/5/2024	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		64.00
	INV0011732	SURVIVORS LIFE INSURANCE		100-20350	54.10
	INV0011732	SURVIVORS LIFE INSURANCE		200-20350	1.59
	INV0011732	SURVIVORS LIFE INSURANCE		202-20350	0.22
	INV0011732	SURVIVORS LIFE INSURANCE		203-20350	0.82
	INV0011732	SURVIVORS LIFE INSURANCE		205-20350	1.05
	INV0011732	SURVIVORS LIFE INSURANCE		210-20350	1.20
	INV0011732	SURVIVORS LIFE INSURANCE		215-20350	0.51
	INV0011732	SURVIVORS LIFE INSURANCE		260-20350	2.27
	INV0011732	SURVIVORS LIFE INSURANCE		264-20350	0.63

Check Register Report

Payment Dates: 10/12/2024 - 11/5/2024

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	INV0011732	SURVIVORS LIFE INSURANCE		280-20350	0.63
	INV0011732	SURVIVORS LIFE INSURANCE		283-20350	0.74
	INV0011732	SURVIVORS LIFE INSURANCE		285-20350	0.24
DFT0002707	11/5/2024	EMPLOY	EMPLOYMENT DEVELOPMENT DEPT		8,440.79
	INV0011735	STATE INCOME TAX		100-20310	6,682.40
	INV0011735	STATE INCOME TAX		200-20310	178.76
	INV0011735	STATE INCOME TAX		202-20310	111.61
	INV0011735	STATE INCOME TAX		203-20310	157.24
	INV0011735	STATE INCOME TAX		205-20310	177.80
	INV0011735	STATE INCOME TAX		210-20310	196.21
	INV0011735	STATE INCOME TAX		215-20310	215.72
	INV0011735	STATE INCOME TAX		260-20310	355.27
	INV0011735	STATE INCOME TAX		264-20310	27.09
	INV0011735	STATE INCOME TAX		280-20310	244.77
	INV0011735	STATE INCOME TAX		283-20310	55.96
	INV0011735	STATE INCOME TAX		285-20310	37.96
DFT0002708	11/5/2024	IRSPR	IRS PAYROLL TAX DEPOSIT		23,442.18
	INV0011736	FEDERAL WITHHOLDING		100-20300	18,350.38
	INV0011736	FEDERAL WITHHOLDING		200-20300	495.22
	INV0011736	FEDERAL WITHHOLDING		202-20300	282.85
	INV0011736	FEDERAL WITHHOLDING		203-20300	352.40
	INV0011736	FEDERAL WITHHOLDING		205-20300	524.65
	INV0011736	FEDERAL WITHHOLDING		210-20300	597.71
	INV0011736	FEDERAL WITHHOLDING		215-20300	547.97
	INV0011736	FEDERAL WITHHOLDING		260-20300	1,034.64
	INV0011736	FEDERAL WITHHOLDING		264-20300	75.43
	INV0011736	FEDERAL WITHHOLDING		280-20300	931.58
	INV0011736	FEDERAL WITHHOLDING		283-20300	135.69
	INV0011736	FEDERAL WITHHOLDING		285-20300	113.66
DFT0002709	11/5/2024	IRSPR	IRS PAYROLL TAX DEPOSIT		8,928.70
	INV0011737	MEDICARE TAX		100-20300	6,752.25
	INV0011737	MEDICARE TAX		200-20300	185.99
	INV0011737	MEDICARE TAX		202-20300	65.76
	INV0011737	MEDICARE TAX		203-20300	186.41
	INV0011737	MEDICARE TAX		205-20300	291.79
	INV0011737	MEDICARE TAX		210-20300	146.71
	INV0011737	MEDICARE TAX		215-20300	129.13
	INV0011737	MEDICARE TAX		260-20300	297.36
	INV0011737	MEDICARE TAX		264-20300	63.16
	INV0011737	MEDICARE TAX		280-20300	683.62
	INV0011737	MEDICARE TAX		283-20300	73.88
	INV0011737	MEDICARE TAX		285-20300	52.64
DFT0002710	11/5/2024	CPERS-HEALTH	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		2,259.76
	INV0011745	11/24 ADJ-BEATIE		100-1135-51314	2,259.76
DFT0002711	11/5/2024	CPERS-HEALTH	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		17,878.00
	INV0011746	11/24 CalPers Admin		100-1135-51314	212.68
	INV0011746	11/24 RETIREES HEALTH INSURANCE		100-1135-51314	17,665.32
Grand Total:					1,594,787.12

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	1,223,169.90
200 - GAS TAX FUND	65,801.71
202 - RMRA (SB 1)	2,351.94
203 - MEASURE M FUND	11,334.38
205 - MEASURE R FUND	23,264.13
210 - PROP A FUND	75,802.78
215 - PROP C FUND	7,325.54
260 - CDBG PROGRAM FUND	10,189.88
263 - AMERICAN RESCUE PLAN ACT FUND	6,525.00
264 - HOUSING-PLHA	2,131.72
280 - MISCELLANEOUS GRANTS FUND	16,642.89
283 - MEASURE A SAFE PARKS FUND	10,164.22
284 - MEASURE W	2,500.00
285 - LIGHTING & LANDSCAPE MAINTENANCE	64,631.71
500 - SEWER CONSTRUCTION/MAINTENANCE FUND	3,000.00
550 - EQUIPMENT REPLACEMENT FUND	40,363.07
555 - VEHICLE MAINTENANCE & REPLACEMENT FUND	10,338.25
600 - SPECIAL DEPOSIT FUND	19,250.00
Grand Total:	1,594,787.12

Account Summary

Account Number	Account Name	Payment Amount
100-1100-53111	Contract Services - Priva...	2,500.00
100-1100-53972	Conferences & Meetings	960.26
100-1100-53976	Special Departmental	88.00
100-1110-53114	Legal Services - General	6,549.35
100-1130-53111	Contract Services - Priva...	4,777.86
100-1130-53976	Special Departmental	279.94
100-1135-51314	Health Insurance	20,137.76
100-1135-53406	Recruitment Expenses	565.00
100-1135-53613	Insurance-Special Events	1,351.00
100-1135-53972	Conferences & Meetings	90.00
100-1135-53976	Special Departmental	132.77
100-1150-53011	Operating Supplies	379.51
100-1150-53012	Small Tools & Equipment	623.18
100-1150-53712	Utility - Electricity	10,571.46
100-1150-53715	Utility - Communications	1,808.00
100-1150-53811	Equipment Maintenance	185.04
100-1150-53813	Facility Maintenance	8,013.36
100-1150-53814	Landscape Maintenance	855.09
100-1150-53913	Real Estate Lease	10,000.00
100-1150-54585	Furniture/Office Equipm...	155.41
100-20300	FIT Payable	49,260.60
100-20310	SIT Payable	13,147.00
100-20320	Life Ins Payable	638.82
100-20330	LTD Payable	2,367.11
100-20340	PARS	8,641.26
100-20350	Group Insurance	108.56
100-20360	PERS	30,546.95
100-20380	Union Dues	1,566.80
100-20399	Other Payroll Deductions	78,773.94
100-2100-53110	Contract Services - LA Sh...	688,964.92
100-2100-53111	Contract Services - Priva...	4,000.00
100-2100-53113	Contract Services - Speci...	10,812.56
100-2100-53186	Liability Trust Fund	78,518.53
100-2110-53012	Small Tools & Equipment	347.27
100-2110-53015	Uniform/Boot Reimburs...	817.21

Account Summary

Account Number	Account Name	Payment Amount
100-2110-53114	Legal Services - General	225.00
100-2110-53715	Utility - Communications	201.04
100-2110-53972	Conferences & Meetings	87.58
100-2130-53111	Contract Services - Priva...	5,200.00
100-2130-53112	Contract Services - Public	551.36
100-3100-53011	Operating Supplies	38.16
100-3100-53012	Small Tools & Equipment	1,969.63
100-3110-53120	Engineering Permits	37,006.45
100-3300-53972	Conferences & Meetings	96.74
100-3320-53111	Contract Services - Priva...	191.83
100-3325-53011	Operating Supplies	48.50
100-3325-53015	Uniform/Boot Reimburs...	200.00
100-3330-53011	Operating Supplies	165.08
100-3330-53012	Small Tools & Equipment	5,565.96
100-3330-53015	Uniform/Boot Reimburs...	200.00
100-3330-53813	Facility Maintenance	1,304.43
100-3330-53822	Park Maintenance & Re...	371.92
100-4100-53011	Operating Supplies	240.02
100-4100-53012	Small Tools & Equipment	1,281.28
100-4100-53111	Contract Services - Priva...	17,128.00
100-4100-53715	Utility - Communications	60.36
100-4100-53813	Facility Maintenance	347.64
100-4110-53980	Sports Activities	2,282.36
100-4130-53011	Operating Supplies	299.70
100-4130-53012	Small Tools & Equipment	600.07
100-4130-53712	Utility - Electricity	2,272.46
100-4130-53811	Equipment Maintenance	707.00
100-4130-53813	Facility Maintenance	368.63
100-4130-53911	Equipment Lease/Rental	119.22
100-4130-53979	Special Events	600.00
100-4140-53416	Social Media Technology	18,000.00
100-4140-53979	Special Events	12,596.49
100-4140-53992	Scholarships	750.00
100-42110	Bldg & Safety Permits	433.92
100-42130	Special Permits	2,494.64
100-42160	SB 1186 (CASP Fee)	173.60
100-47260	Recreation Programs	90.00
100-5609-59300	Construction Costs	20,554.31
100-5614-59210	Design Engineering	49,812.00
200-20300	FIT Payable	1,705.94
200-20310	SIT Payable	411.82
200-20320	Life Ins Payable	24.94
200-20330	LTD Payable	104.41
200-20340	PARS	369.37
200-20350	Group Insurance	3.52
200-20360	PERS	1,404.32
200-20380	Union Dues	78.26
200-20399	Other Payroll Deductions	4,168.27
200-3120-53012	Small Tools & Equipment	881.72
200-3120-53016	Graffiti Removal Supplies	2,135.67
200-3120-53713	Utility - Hwy Lights	9,979.51
200-3120-53714	Utility - Water	2,629.92
200-3120-53814	Landscape Maintenance	170.00
200-3120-53815	Parkway Tree Maintena...	34,378.88
200-3120-53817	Street/Sidewalk Mainte...	52.29
200-3120-53819	Signal Maintenance	6,303.54
200-3120-53821	Traffic Markings/Signs	999.33
202-20300	FIT Payable	653.15

Account Summary

Account Number	Account Name	Payment Amount
202-20310	SIT Payable	213.87
202-20320	Life Ins Payable	3.47
202-20330	LTD Payable	37.86
202-20350	Group Insurance	0.38
202-20360	PERS	339.14
202-20399	Other Payroll Deductions	1,104.07
203-20220	Retention Payable	5,814.52
203-20300	FIT Payable	972.11
203-20310	SIT Payable	286.74
203-20320	Life Ins Payable	12.57
203-20330	LTD Payable	68.87
203-20340	PARS	179.10
203-20350	Group Insurance	1.55
203-20360	PERS	869.40
203-20380	Union Dues	9.17
203-20399	Other Payroll Deductions	2,520.35
203-3120-53111	Contract Services - Priva...	600.00
205-20220	Retention Payable	15,720.73
205-20300	FIT Payable	1,522.37
205-20310	SIT Payable	350.35
205-20320	Life Ins Payable	16.36
205-20330	LTD Payable	85.65
205-20340	PARS	606.81
205-20350	Group Insurance	2.03
205-20360	PERS	1,123.64
205-20380	Union Dues	9.71
205-20399	Other Payroll Deductions	3,226.48
205-3120-53111	Contract Services - Priva...	600.00
210-20300	FIT Payable	1,593.73
210-20310	SIT Payable	404.25
210-20320	Life Ins Payable	18.93
210-20330	LTD Payable	82.52
210-20340	PARS	9.24
210-20350	Group Insurance	2.52
210-20360	PERS	1,215.50
210-20380	Union Dues	81.78
210-20399	Other Payroll Deductions	3,430.04
210-3130-53816	Bus Shelter Maintenance	8,008.00
210-3130-53916	Dial-A-Ride Services	12,007.70
210-3130-53917	Fixed Route Shuttle	50,740.07
210-46100	Dial-A-Ride Fares	-85.50
210-46105	Shuttle Fares	-1,706.00
215-20220	Retention Payable	2,536.50
215-20300	FIT Payable	1,310.01
215-20310	SIT Payable	424.78
215-20320	Life Ins Payable	7.90
215-20330	LTD Payable	73.70
215-20340	PARS	9.24
215-20350	Group Insurance	0.94
215-20360	PERS	713.09
215-20380	Union Dues	7.04
215-20399	Other Payroll Deductions	2,242.34
260-20300	FIT Payable	2,610.31
260-20310	SIT Payable	697.57
260-20320	Life Ins Payable	30.65
260-20330	LTD Payable	126.44
260-20340	PARS	311.28
260-20350	Group Insurance	4.46

Account Summary

Account Number	Account Name	Payment Amount
260-20360	PERS	1,752.52
260-20380	Union Dues	136.88
260-20399	Other Payroll Deductions	4,519.77
263-3320-53111	Contract Services - Priva...	6,525.00
264-20300	FIT Payable	211.03
264-20310	SIT Payable	33.70
264-20320	Life Ins Payable	5.73
264-20330	LTD Payable	28.98
264-20350	Group Insurance	1.13
264-20360	PERS	505.85
264-20399	Other Payroll Deductions	1,345.30
280-20300	FIT Payable	2,942.83
280-20310	SIT Payable	466.07
280-20320	Life Ins Payable	4.59
280-20330	LTD Payable	18.46
280-20340	PARS	2,969.35
280-20350	Group Insurance	1.50
280-20360	PERS	377.05
280-20380	Union Dues	6.72
280-20399	Other Payroll Deductions	917.25
280-3300-51111	Salaries - Full Time	37.00
280-3300-53015	Uniform/Boot Reimburs...	196.32
280-3300-53111	Contract Services - Priva...	7,948.75
280-3300-53406	Recruitment Expense	757.00
283-20300	FIT Payable	436.53
283-20310	SIT Payable	121.48
283-20320	Life Ins Payable	11.08
283-20330	LTD Payable	40.35
283-20350	Group Insurance	1.37
283-20360	PERS	356.09
283-20380	Union Dues	55.66
283-20399	Other Payroll Deductions	1,118.35
283-5618-59210	Design Engineering	8,023.31
284-5615-59210	Design Engineering	2,500.00
285-20300	FIT Payable	501.69
285-20310	SIT Payable	126.28
285-20320	Life Ins Payable	2.96
285-20330	LTD Payable	10.19
285-20340	PARS	88.96
285-20350	Group Insurance	1.04
285-20360	PERS	348.68
285-20380	Union Dues	55.16
285-20399	Other Payroll Deductions	654.12
285-3330-53111	Contract Services - Priva...	2,772.00
285-3330-53712	Utility - Electricity	27,768.39
285-3330-53715	Utility - Communications	30.18
285-3330-53813	Facility Maintenance	11,084.00
285-3330-53814	Landscape Maintenance	15,139.86
285-3330-53822	Park Maintenance & Re...	2,184.71
285-3330-53911	Equipment Lease/Rental	3,863.49
500-3210-53111	Contract Services - Priva...	3,000.00
550-6100-53017	Software & Licensing	469.97
550-6100-53018	Computer Hardware & S...	1,756.51
550-6100-53111	Contract Services - Priva...	38,136.59
555-3150-53014	Fuel	7,841.74
555-3150-53812	Vehicle Maintenance	2,496.51
600-20230	Refundable Special Depo...	250.00

Account Summary

Account Number	Account Name	Payment Amount
600-23280	Deposit - C & D	19,000.00
Grand Total:		1,594,787.12

Project Account Summary

Project Account Key	Payment Amount
None	1,581,133.41
30225E	191.83
61325E	1,454.16
61425E	634.18
71025E	10,383.22
98725E	794.00
99025E	196.32
Grand Total:	<u>1,594,787.12</u>



City of La Puente AGENDA REPORT

To: Mayor and City Council For meeting of: November 12, 2024

Via: Bob Lindsey, City Manager

By: Troy O. Grunklee, CPA, Director of Administrative Services
Alex Merkel Medina, Finance Manager

SUBJECT: PRESENTATION OF OCTOBER 2024 REQUISITION SUMMARY REPORT

BACKGROUND

On April 24, 2018, the City Council adopted several ordinances and accompanying resolutions amending the City's purchasing procedures to streamline and make the procurement process more efficient. One of the amendments to the purchasing procedures was a provision setting a \$5,000 spending limit for Department Heads and a separate provision increasing the City Manager's spending limit to \$20,000 for professional services, supplies and equipment. In order to document purchases approved by the City Manager and/or Department Heads the City Council directed that a monthly report be prepared and filed with the City Council. This action is to receive and file the requisition summary report for the month of October 2024.

DISCUSSION

City staff initiated ten (10) requisitions during the month totaling \$66,565.89.

RECOMMENDATION

It is recommended that the City Council receive and file this report.

ATTACHMENTS

Attachment "A": Requisition Summary Report for October 2024



City of La Puente

Requisition Summary Report

Requisition Detail

Issued Date Range 10/01/2024 - 10/31/2024

Requisition Number	Description	Status	Requested by	Issue Date	Trade Discount	Dist Amount
REQ001053	Vendor Fitness Instructor Payment CHRPER - CHRISTOPHER PEREZ ARIAS	Approved	Approved by ADRIANA DOMINGUEZ Director of Comm. Services	10/7/2024	0	1,050.00

Items									
Description	Sequence	Part Number	Units	Price	Tax	Shipping	Discount	Paid	
Fitness Instructor Payment	1		0	0	0	0	0	1,050.00	

Distributions						
Account Number	Account Name	Project Account Key	Separate Sales Tax	Percent	Dist Amount	
263-3320-53111	Contract Services - Private			100.00%	1,050.00	

REQ001054	Fitness Clsss Payment CHRPER - CHRISTOPHER PEREZ ARIAS	Approved	ADRIANA DOMINGUEZ Director of Comm. Services	10/15/2024	0	1,050.00
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Items									
Description	Sequence	Part Number	Units	Price	Tax	Shipping	Discount	Paid	
Fitness Clsss Payment	1		0	0	0	0	0	1,050.00	

Distributions						
Account Number	Account Name	Project Account Key	Separate Sales Tax	Percent	Dist Amount	
263-3320-53111	Contract Services - Private			100.00%	1,050.00	

REQ001058	ENTERTAINMENT FOR DIA DE LOS MUERTOS MARDIV - MARIACHI DIVAS INC.	Approved	ANGEL MORALES Director of Comm. Services	10/21/2024	0	2,000.00
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Items									
Description	Sequence	Part Number	Units	Price	Tax	Shipping	Discount	Paid	
ENTERTAINMENT FOR DIA DE LC	1		0	0	0	0	0	2,000.00	

Distributions						
Account Number	Account Name	Project Account Key	Separate Sales Tax	Percent	Dist Amount	
100-4140-53979	Special Events	71025E		100.00%	2,000.00	

Requisition Summary Report

Issued Date Range 10/01/2024 - 10/31/2024

Requisition Number	Description Vendor	Status	Requested by Approved by	Issue Date	Trade Discount	Dist Amount
REQ001059	ENTERTAINMENT FOR THE DIA DE LOS ML SARGER - SARAH M. GERTMENIAN	Approved	ANGEL MORALES Director of Comm. Services	10/21/2024	0	1,100.00

Items									
Description	Sequence	Part Number	Units	Price	Tax	Shipping	Discount	Paid	
ENTERTAINMENT FOR THE DIA I	1		0	0	0	0	0	1,100.00	

Distributions						
Account Number	Account Name	Project Account Key	Separate Sales Tax	Percent	Dist Amount	
100-4140-53979	Special Events	71025E		100.00%	1,100.00	

REQ001060	ITS A GAS ESP - EVENT SOUND PROFESSIONALS	Approved	ANGEL MORALES Director of Comm. Services	10/21/2024	0	2,609.55
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Items									
Description	Sequence	Part Number	Units	Price	Tax	Shipping	Discount	Paid	
ITS A GAS	1		0	0	0	0	0	2,609.55	

Distributions						
Account Number	Account Name	Project Account Key	Separate Sales Tax	Percent	Dist Amount	
100-4140-53979	Special Events	71025E		100.00%	2,609.55	

REQ001062	COMM CTR GYM AIR CONDITIONER MECTID - TIDAL MECHANICAL LLC	Approved	NORMA RAMIREZ Director of Dev. Services	10/22/2024	0	2,420.00
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Items									
Description	Sequence	Part Number	Units	Price	Tax	Shipping	Discount	Paid	
COMM CTR GYM AIR CONDITIOI	1		0	0	0	0	0	2,420.00	

Distributions						
Account Number	Account Name	Project Account Key	Separate Sales Tax	Percent	Dist Amount	
285-3330-53813	Facility Maintenance			100.00%	2,420.00	

REQ001063	BALLOON DECORATION FOR DIA DE LOS M ITSGAS - IT'S A GAS, INC	Approved	ANGEL MORALES Director of Comm. Services	10/22/2024	0	2,609.55
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Items									
Description	Sequence	Part Number	Units	Price	Tax	Shipping	Discount	Paid	
BALLOON DECORATION FOR DIA	1		0	0	0	0	0	2,609.55	

Distributions						
Account Number	Account Name	Project Account Key	Separate Sales Tax	Percent	Dist Amount	
100-4140-53979	Special Events	71025E		100.00%	2,609.55	

REQ001064	BOOM LIFT (JLG T350 TOW-PRO) STOTZE - STOTZ EQUIPMENT	Approved	Alexander Merkel City Council	10/28/2024	0	37,427.50
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Items									
Description	Sequence	Part Number	Units	Price	Tax	Shipping	Discount	Paid	
BOOM LIFT (JLG T350 TOW-PRO	1		0	0	0	0	0	-	

Distributions						
Account Number	Account Name	Project Account Key	Separate Sales Tax	Percent	Dist Amount	
555-3150-54484	Vehicle Purchase			100.00%	37,427.50	

Requisition Summary Report

Issued Date Range 10/01/2024 - 10/31/2024

Requisition Number	Description	Status	Requested by	Issue Date	Trade Discount	Dist Amount
REQ001065	Vendor HDX CART REPAIR STOTZE - STOTZ EQUIPMENT	Approved	Approved by NORMA RAMIREZ City Manager	10/30/2024	0	5,990.77

Items

Description	Sequence	Part Number	Units	Price	Tax	Shipping	Discount	Paid
HDX CART REPAIR	1		0	0	0	0	0	-

Distributions

Account Number	Account Name	Project Account Key	Separate Sales Tax	Percent	Dist Amount
555-3150-53812	Vehicle Maintenance			100.00%	5,990.77

Requisition Count:	10	Total:	66,565.89
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City of La Puente AGENDA REPORT

To: Mayor and City Council For meeting of: November 12, 2024

From: Bob Lindsey, City Manager

By: Troy Grunklee, CPA, Director of Administrative Services
Alex Merkel Medina, Finance Manager

SUBJECT: PRESENTATION OF OCTOBER 2024 INVESTMENT REPORT

BACKGROUND

This report presents the City's investment portfolio for the period of October 2024. The attachment provides details of the City's portfolio. It has been prepared to comply with regulations contained in California Government Code Section 53600 and the Statement of Investment Policy approved by the City Council on June 11, 2024.

The investment objectives of the City of La Puente are first, to provide safety of principal to ensure the preservation of capital in the overall portfolio, second, to provide sufficient liquidity to meet all operating requirements, and third, to earn a commensurate rate of return consistent with the constraints imposed by the safety and liquidity objectives.

The City follows the practice of pooling cash and investments for all funds under its direct control. Interest earned on pooled cash and investments is allocated to the various funds based on the respective fund's average quarterly cash balance. It is common for governments to pool the cash and investments of various funds to improve investment performance. By pooling funds, cities are able to benefit from economies of scale, diversification, liquidity and ease of administration.

DISCUSSION

The Investment Report for September has been provided as an attachment for your review. Investment activity for the period is summarized as follows:

DATE	TRANSACTION	ASSET TYPE	RATE	AMOUNT
10/05/2024	Sale/Redemption	US Government Obligation-Federal Home Loan Bank Bond (FHLB)	5.50%	\$250,000

FISCAL IMPACT

Idle cash invested in certificates of deposit, government securities, and corporate bonds typically return higher yields than LAIF (Local Agency Investment Fund). This maximizes returns without assuming substantial additional risk.

AGENDA ITEM NO. D-3

SUMMARY

In summary, the City has conservatively placed its investment portfolio in LAIF, federal agency securities, corporate bonds, and certificates of deposit. The portfolio complies with the Statement of Investment Policy and the City has the ability to meet its expenditure requirements for the next six months.

RECOMMENDATION

It is recommended that the City Council receive and file this report.

ATTACHMENTS

Attachment A – Investment Report
Attachment B – Certificates of Deposit
Attachment C – Municipal Bonds
Attachment D – Charts

Cash and Investment Report
October 31, 2024

Investment Type	Issuer	Purchase Date	Maturity Date	Interest Rate	Face Value	Book Value	Market Value	Source of Market Valuation
Local Agency Investment Fund	State of California			4.575%	\$ 792,817	\$ 792,817	\$ 789,896	LAIF
Government Obligations								
U.S. Agency Security	FFCB	06/10/20	06/10/25	0.680%	250,000	250,000	\$244,463	Multi-Bank
U.S. Agency Security	FFCB	06/02/20	06/09/25	0.500%	250,000	250,000	\$244,465	Stifel
U.S. Agency Security	FFCB	03/22/21	04/01/25	0.710%	250,000	250,000	\$246,073	Stifel
U.S. Agency Security	FFCB	02/24/21	03/03/26	0.790%	250,000	250,000	\$238,828	Stifel
U.S. Agency Security	FFCB	08/03/21	08/10/26	0.710%	250,000	250,000	\$234,948	Stifel
U.S. Agency Security	FFCB	08/30/21	09/01/26	0.870%	500,000	499,800	\$470,255	Stifel
U.S. Agency Security	FFCB	08/30/21	02/10/25	0.480%	250,000	249,750	\$247,088	Stifel
U.S. Agency Security	FFCB	09/23/21	09/28/26	0.940%	250,000	249,500	\$234,825	Stifel
U.S. Agency Security	FFCB	09/02/21	09/08/26	0.870%	250,000	250,000	\$234,975	Stifel
U.S. Agency Security	FFCB	07/29/20	07/29/25	0.580%	250,000	250,000	\$243,080	Stifel
U.S. Agency Security	FFCB	10/07/21	10/07/26	1.000%	250,000	249,625	\$234,930	Stifel
U.S. Agency Security	FFCB	10/28/21	11/03/26	1.330%	250,000	250,000	\$236,100	Stifel
U.S. Agency Security	FFCB	11/10/21	11/16/26	1.270%	250,000	250,000	\$235,550	Stifel
U.S. Agency Security	FFCB	11/24/21	11/30/26	1.460%	500,000	500,000	\$472,410	Stifel
U.S. Agency Security	FFCB	06/27/23	06/09/28	4.690%	250,000	250,060	\$248,988	Stifel
U.S. Agency Security	FHLB	05/05/20	05/19/25	0.750%	250,000	250,000	\$245,065	Stifel
U.S. Agency Security	FHLB	03/02/21	02/26/26	0.850%	250,000	250,000	\$238,928	Stifel
U.S. Agency Security	FHLB	03/08/21	03/30/26	0.980%	250,000	250,000	\$238,553	Stifel
U.S. Agency Security	FHLB	03/11/21	03/25/26	0.875%	250,000	251,000	\$238,323	Stifel
U.S. Agency Security	FHLB	06/29/20	06/30/25	0.650%	375,000	375,000	\$372,086	Stifel
U.S. Agency Security	FHLB	02/09/21	02/09/26	0.300%	250,000	250,000	\$239,833	Stifel
U.S. Agency Security	FHLB	08/10/21	02/18/26	0.600%	250,000	248,250	\$238,430	Stifel
U.S. Agency Security	FHLB	02/18/21	02/18/26	0.600%	250,000	250,000	\$238,430	Multi-Bank
U.S. Agency Security	FHLB	02/26/21	02/26/26	0.580%	250,000	250,000	\$238,073	Multi-Bank
U.S. Agency Security	FHLB	01/26/21	01/26/26	0.560%	250,000	250,000	\$238,750	Multi-Bank
U.S. Agency Security	FHLB	02/24/21	02/24/26	0.625%	250,000	249,500	\$238,263	Stifel
U.S. Agency Security	FHLB	02/25/21	02/25/26	0.660%	250,000	250,000	\$238,350	Stifel
U.S. Agency Security	FHLB	02/12/21	02/12/26	0.520%	250,000	249,750	\$238,213	Stifel
U.S. Agency Security	FHLB	05/18/21	05/26/26	1.030%	250,000	250,000	\$237,538	Multi-Bank
U.S. Agency Security	FHLB	06/29/20	06/30/25	0.680%	250,000	250,000	\$243,933	Stifel
U.S. Agency Security	FHLB	09/30/21	10/13/26	1.100%	250,000	249,823	\$235,310	Stifel
U.S. Agency Security	FHLB	04/22/21	02/24/26	0.750%	250,000	249,375	\$238,655	Stifel
U.S. Agency Security	FHLB	02/25/22	02/25/27	2.000%	250,000	250,000	\$237,423	Stifel
U.S. Agency Security	FHLB	04/28/22	05/10/27	3.100%	250,000	249,750	\$243,890	Stifel
U.S. Agency Security	FHLB	07/12/22	06/30/27	3.250%	250,000	250,089	\$249,565	Stifel
U.S. Agency Security	FHLB	08/18/22	04/21/27	2.250%	250,000	248,406	\$249,983	Stifel
U.S. Agency Security	FHLB	11/04/22	04/21/27	3.200%	760,000	715,928	\$740,597	Stifel
U.S. Agency Security	FHLB	02/15/23	02/09/28	5.050%	700,000	698,336	\$699,930	Stifel
U.S. Agency Security	FHLMC	06/19/20	06/30/25	0.720%	250,000	250,000	\$244,068	Stifel
U.S. Agency Security	FHLMC	07/14/20	07/14/25	0.600%	250,000	250,000	\$243,575	Stifel
U.S. Agency Security	FHLMC	07/23/20	07/23/25	0.500%	250,000	249,625	\$243,130	Stifel
U.S. Agency Security	FHLMC	05/05/22	05/26/27	3.250%	250,000	250,000	\$249,848	Stifel
U.S. Agency Security	FHLMC	09/15/22	08/01/27	3.740%	250,000	248,540	\$244,317	Stifel
U.S. Agency Security	FNMA	06/04/20	06/04/25	0.710%	250,000	250,000	\$244,703	Multi-Bank
U.S. Agency Security	FNMA	07/22/20	07/22/25	0.600%	250,000	250,000	\$243,285	Stifel
U.S. Agency Security	FNMA	08/03/20	08/19/25	0.625%	250,000	250,000	\$242,590	Stifel
U.S. Agency Security	FNMA	08/03/20	08/12/25	0.500%	250,000	250,000	\$242,483	Stifel
U.S. Agency Security	FNMA	07/21/21	10/22/25	0.560%	250,000	249,529	\$241,050	Stifel
U.S. Agency Security	FNMA	08/17/20	08/14/25	0.500%	250,000	249,875	\$242,543	Stifel
U.S. Agency Security	FNMA	07/21/22	09/01/26	2.150%	250,000	238,655	\$239,503	Stifel
U.S. Agency Security	FNMA	08/16/22	04/01/26	2.670%	250,000	224,798	\$212,375	Stifel
U.S. Agency Security	FNMA	07/29/20	07/29/25	0.700%	250,000	250,000	\$243,295	Multi-Bank
U.S. Agency Security	Treasury	05/12/21	12/31/25	0.375%	250,000	245,850	\$239,005	Stifel
U.S. Agency Security	Treasury	06/15/21	11/30/25	0.375%	250,000	247,659	\$239,658	Stifel
U.S. Agency Security	Treasury	06/24/21	02/28/26	0.500%	250,000	246,775	\$237,930	Stifel
U.S. Agency Security	Treasury	07/21/21	09/30/25	0.250%	250,000	246,675	\$240,898	Stifel
U.S. Agency Security	Treasury	07/29/21	08/31/25	0.250%	250,000	248,150	\$241,613	Stifel
U.S. Agency Security	Treasury	08/10/21	10/31/25	0.250%	250,000	246,725	\$240,115	Stifel
U.S. Agency Security	Treasury	09/29/21	06/30/26	0.875%	250,000	249,550	\$236,738	Stifel
U.S. Agency Security	Treasury	04/29/21	04/30/26	0.750%	500,000	497,800	\$474,980	Stifel
Total Government Securities					16,835,000	16,724,148	16,212,788	
Municipal Bonds***					250,000	247,965	218,944	
Negotiable Certificates of Deposit ***					10,662,000	10,661,009	10,402,902	
Corporate Bonds***								
Total Investments					\$ 28,539,817	\$ 28,425,939	\$ 27,624,530	
Deposits in Bank						556,456	*	
Miscellaneous Cash						2,200	**	
Total Cash and Deposits						558,656		
Total Investments, Cash and Deposits					\$ 28,984,595			

I certify that this investment portfolio is in conformity with the Investment Policy of the City of La Puente as stated in Resolution No. 24-5874 dated June 11, 2024. The Investment Program provides sufficient liquidity to meet the next six months' estimated expenditures.

* Deposits represent the equity in the checking & payroll accounts.

** Miscellaneous cash represents a total of all petty cash accounts.

*** Detailed list of Negotiable Certificates of Deposit/Corporate Bonds attached

Troy O. Grunklee, CPA
Dir. Of Aministrative Services

Alex Merkel Medina
Finance Manager

CITY OF LA PUENTE

Cash and Investment Report

October 31, 2024

Negotiable Certificates of Deposit

Issuer	Purchase Date	Maturity Date	Interest Rate	Face Value	Book Value	Market Value	Source of Valuation
JP Morgan Chase Bank	5/19/20	5/28/25	1.00%	248,000	248,000	243,315	Stifel
Greenstate Credit Union	3/30/21	4/16/26	0.95%	249,000	249,000	237,917	Stifel
UBS Bank	6/15/21	6/23/26	0.75%	248,000	248,000	234,985	Stifel
Parsons FCU	6/24/21	6/30/26	0.50%	249,000	249,000	236,973	Stifel
State Bank of India, NY	5/5/21	5/19/26	1.00%	248,000	248,000	236,627	Stifel
Sallie Mae Bank	6/30/21	7/8/26	1.00%	247,000	247,000	234,818	Stifel
Medallion Bank	9/14/21	9/30/26	0.90%	249,000	249,000	234,849	Stifel
Goldman Sachs Bank	7/20/21	7/28/26	1.00%	248,000	248,000	235,141	Stifel
Capital One Bank NA	11/8/21	11/17/26	1.10%	248,000	248,000	234,144	Stifel
East Boston Savings Bank	8/14/20	8/14/25	0.50%	248,000	248,000	240,734	Stifel
Citadel Federal Credit Union	2/26/20	2/27/25	1.65%	248,000	248,000	245,716	Stifel
Pathfinder Bank	10/2/20	10/14/25	0.50%	249,000	249,000	240,342	Stifel
Toyota Bank	7/21/21	7/29/26	0.95%	248,000	248,000	235,213	Stifel
Synchrony Bank	8/24/21	8/27/26	0.90%	248,000	248,000	235,054	Stifel
Pentagon FCU	8/17/21	9/1/26	0.85%	249,000	249,000	235,123	Stifel
Texas Exchange Bank	9/28/21	11/14/25	0.85%	249,000	249,000	240,551	Stifel
USF Federal Credit Union	10/14/21	10/28/26	0.90%	249,000	249,000	234,404	Stifel
Live Oak Bank	10/4/21	10/19/26	0.90%	249,000	249,000	234,546	Stifel
Bank Hapoalim	12/8/21	12/26/26	1.35%	248,000	248,000	234,883	Stifel
Connexus Credit Union	12/20/21	12/23/26	1.15%	249,000	249,000	237,410	Stifel
Netnet Bank	1/24/22	2/2/27	1.45%	248,000	248,000	234,633	Stifel
Amerant Bank	2/14/22	2/16/27	1.60%	248,000	248,000	235,265	Stifel
Beal Bank	3/1/22	3/3/27	2.05%	248,000	248,000	237,524	Stifel
Ally Bank	7/22/22	7/28/26	3.25%	246,000	246,000	242,716	Stifel
Capital One Bank USA	7/14/22	7/20/27	3.40%	245,000	245,000	241,470	Stifel
Discover Bank	7/14/22	7/20/27	3.35%	245,000	245,000	241,158	Stifel
American Express National Bank	7/22/22	7/27/27	3.45%	245,000	245,000	235,265	Stifel
St. Vincent Medical Center Credit Union	8/3/22	8/12/27	3.50%	249,000	249,000	246,059	Stifel
Belmont Bank	8/5/22	8/24/27	3.15%	249,000	249,000	247,918	Stifel
Resource One Credit Union	8/3/22	8/18/25	3.30%	249,000	249,000	247,088	Stifel
Cobalt Credit Union	9/1/22	9/15/27	3.60%	249,000	249,000	246,684	Stifel
Healthcare System FCU	9/7/22	9/21/26	3.60%	249,000	249,000	247,212	Stifel
Coca Cola FCU	1/31/23	2/2/26	4.60%	249,000	249,000	250,429	Stifel
Affinity Bank	3/13/23	3/17/28	4.90%	248,000	248,000	255,559	Stifel
Morgan Stanley Bank NA	3/17/23	3/23/28	4.90%	244,000	244,000	251,408	Stifel
Morgan Stanley Private Bank	3/17/23	3/23/28	4.90%	244,000	244,000	251,408	Stifel
American First Credit Union	4/24/23	4/27/27	4.40%	249,000	249,000	251,615	Stifel
Cy Fair FCU	5/4/23	5/19/27	4.35%	248,000	248,000	250,373	Stifel
Alabama Credit Union	6/7/23	12/21/26	4.85%	248,000	248,000	252,494	Stifel
Jeep Country FCU	6/21/23	6/29/27	4.70%	248,000	248,000	252,677	Stifel
Baxter FCU	8/20/24	11/24/25	4.95%	249,000	248,009	249,977	Stifel
Luana Savings Bank	2/28/20	2/28/25	1.55%	248,000	248,000	245,565	Multi-Bank
Celtic Bank	4/17/20	4/17/25	1.50%	249,000	249,000	245,659	Multi-Bank
Total for Negotiable Certificates of Deposit				\$ 10,662,000	\$ 10,661,009	\$ 10,402,902	

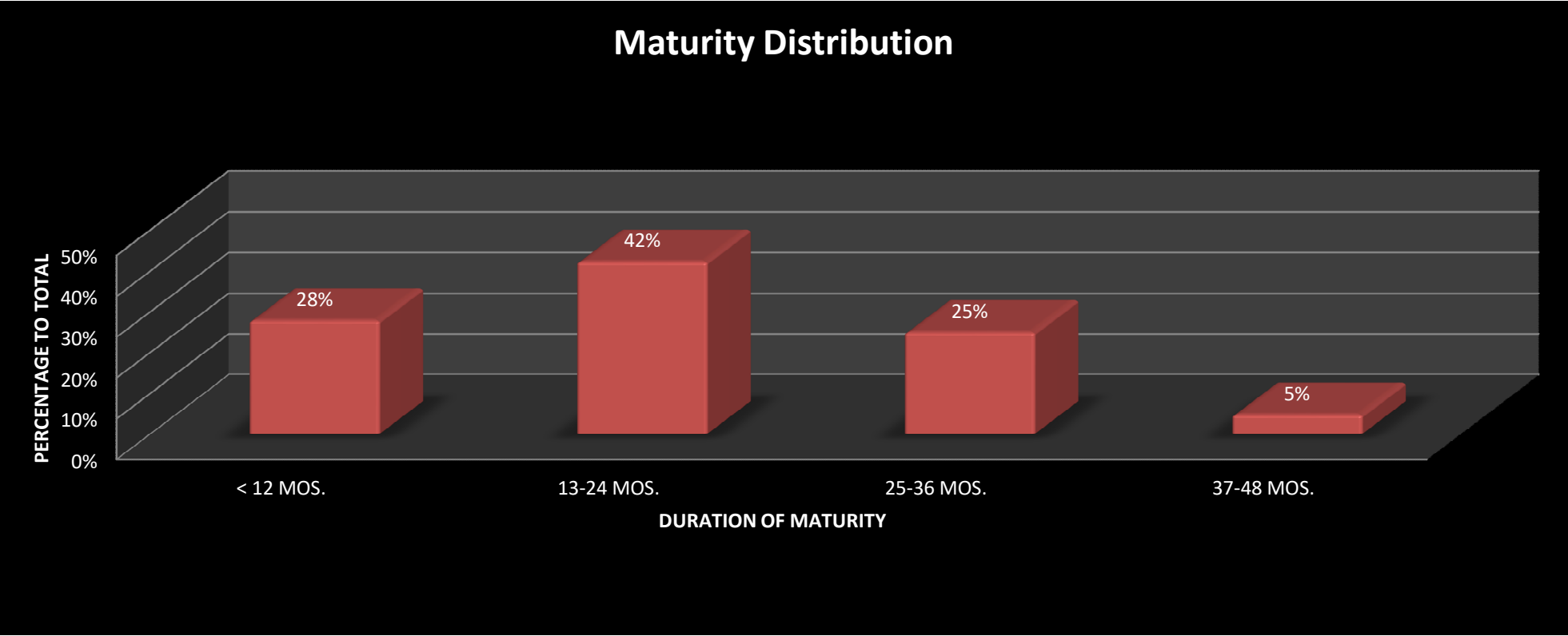
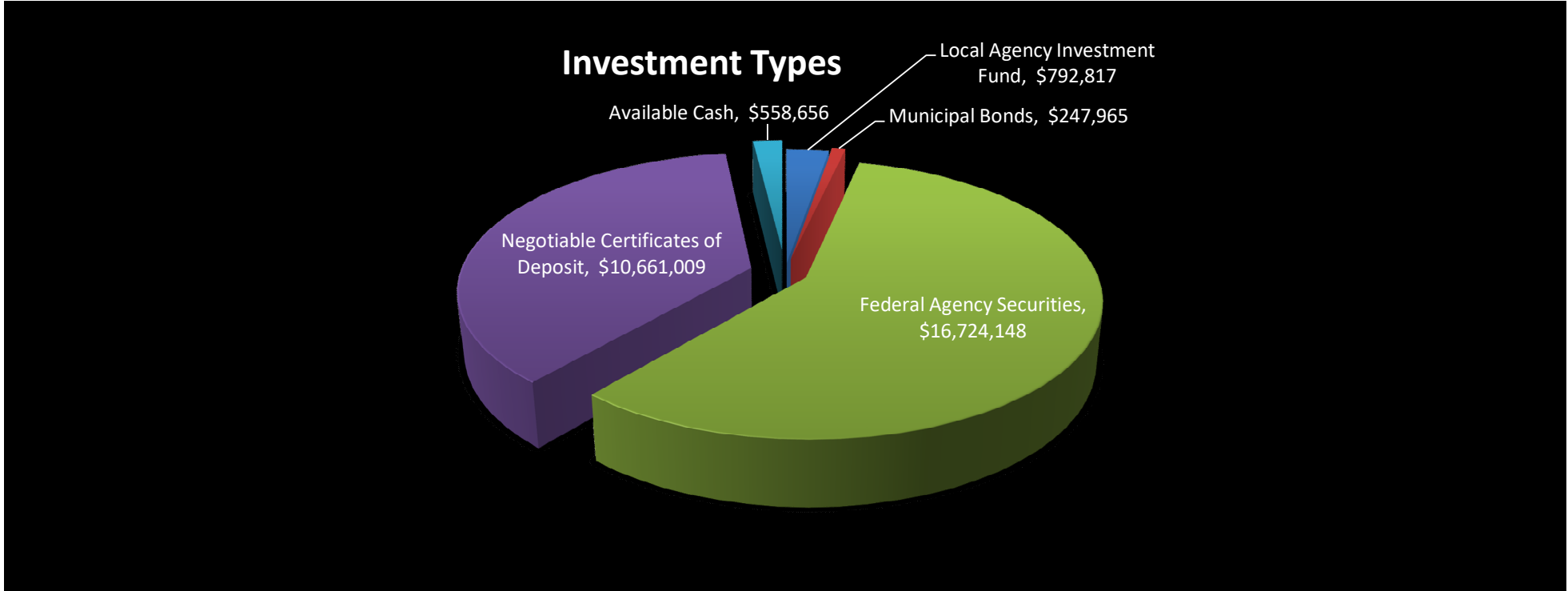
CITY OF LA PUENTE

Cash and Investment Report

October 31, 2024

Municipal Bonds

Issuer	Purchase Date	Maturity Date	Interest Rate	Face Value	Book Value	Market Value	Market Valuation
State of California	1/11/21	4/1/25	3.38%	250,000	247,965	218,944	Multi-Bank
Total for Municipal Bonds				\$ 250,000	\$ 247,965	\$ 218,944	





City of La Puente AGENDA REPORT

To: Mayor and City Council For meeting of: November 12, 2024

From: Bob Lindsey, City Manager

By: John Di Mario, Development Services Director
Rey Alfonso, City Engineer

SUBJECT: CONSIDERATION OF AWARD OF CONSTRUCTION CONTRACT TO AMERICAN ASPHALT SOUTH, INC. FOR THE CITYWIDE SLURRY SEAL FY 2024-25 IN THE AMOUNT OF \$335,376.05

BACKGROUND

The Citywide Slurry Seal FY 24-25 Project is being proposed for select City streets. Slurry seal is a preventative maintenance activity that is used to preserve the underlying pavement structure and provide an aesthetically pleasing black wearing surface. Slurry seal is typically applied on an intermittent or cyclical basis, and has an expected life of 5-7 years. Roadways selected for slurry seal treatment usually have slight to moderate distress, no rutting, and generally narrow crack widths; and where a slurry seal would help extend the pavement life until resurfacing becomes necessary.

DISCUSSION

On September 24, 2024, the Council authorized the Citywide Slurry Seal FY 2024-25 project to be advertised for formal bid. The Engineer's estimate for construction was \$360,000.

The project will include the slurry seal of 16 street segments Citywide, covering about 2.5 miles or approximately 380,000 square feet of pavement. The pavement conditions of the streets included in the project are mostly rated as Fair to Good within the City's Pavement Management System. Many of the streets selected for this project were slurry sealed in 2019, but have undergone water main replacement work by the San Gabriel Valley Water Company during the last few years. The work will include crack sealing, localized pavement repairs, and restoration of the pavement markings and street legends. In addition, a new cross-gutter on Waringwood Road at Rorimer Street will be constructed to alleviate occasional downstream nuisance flooding on Inyo Street between Roxham Avenue and Banbridge Avenue.

The bid opening was conducted on October 22, 2024. The City received a total of six (6) bids for the project. The results of the bids are as follows:

American Asphalt South, Inc.	\$335,376.05
Roy Allan Slurry Seal Inc.	\$347,970.50
Pavement Coatings Co.	\$364,795.00
COPP Contracting, Inc.	\$416,837.50

AGENDA ITEM NO. D-4

All American Asphalt	\$439,199.00
Horizons Construction Co. International	\$678,769.00

After the process of verifying the contractor's bid submittal, references were contacted for American Asphalt South, Inc. References confirmed that the contractor's prior work was completed satisfactorily. American Asphalt South has been determined to be the lowest responsible bidder for the project.

Based on the scope of work, the Project should take approximately forty (40) working days to complete after the date the contractor is issued the notice to proceed.

FISCAL IMPACT

The Fiscal Year 24-25 Budget includes \$250,000 in RMRA/SB1 funds for the Local Streets Slurry Seal project.

The bid schedule for construction of this Project totals \$335,376.05. With a 7 percent (7%) project contingency of \$23,476.32, the total construction project budget is \$358,852.37. In addition, there are associated project costs for construction management, inspection, and material testing estimated at \$30,000. This brings the total estimated project cost to \$388,852.37

There is no impact to the City's General Fund associated with this project.

RECOMMENDATION

It is recommended that the City Council: (1) award the contract to American Asphalt South, Inc. in the amount of \$335,376.05; (2) authorize the City Manager to execute the Agreement and approve change orders up to 7% of the original bid amount; and (3) adopt Resolution No. 24-5906 amending the Fiscal Year 2024-2025 Capital Improvement Program Budget.

ATTACHMENTS

Attachment "A": Agreement

Attachment "B": Resolution No. 24-5906

CITY OF LA PUENTE
CONTRACT AGREEMENT
FOR
CITYWIDE SLURRY SEAL FY 2024-25
IN THE CITY OF LA PUENTE

This contract agreement is made and entered into for the above-stated project this 12th day of November, 2024, by and between the City of La Puente, as AGENCY and American Asphalt South, Inc., a California corporation, as Contractor.

WITNESSETH that AGENCY and Contractor have mutually agreed as follows:

ARTICLE I

The Contract Documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, and appendices; together with this contract agreement and all required bonds, insurance certificates, permits, notices, and affidavits and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner. All of the provisions of said Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by AGENCY, Contractor agrees to furnish all materials and perform all work required for the above-stated project and to fulfill all other obligations as set forth in the aforesaid contract documents.

ARTICLE III

Contractor agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents and also including those arising from actions of the elements, unforeseen difficulties, or obstructions encountered in the prosecution of the work and also including those arising from actions of the elements, unforeseen difficulties, or obstructions encountered in the prosecution of the work, suspension, or discontinuance of the work and all other unknowns or risks of any description connected with the work.

ARTICLE IV

AGENCY hereby promises and agrees to employ and does hereby employ, Contractor to provide the materials, do the work and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the contract documents.

ARTICLE V

Contractor acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code and certifies compliance with such provisions. Contractor further acknowledges the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft classification or type of workman needed to execute this contract as determined by the Director of Labor Relations of the State of California.

ARTICLE VI

Contractor agrees to indemnify and hold harmless AGENCY and all of its officers and agents from any claims, demands, or causes of action including related expenses, attorney's fees, and costs based on, arising out of, or in any way related to the work undertaken by Contractor hereunder. In the event the insurance coverage is on a claims made basis the Contractor shall indemnify and hold harmless the AGENCY and all of its officers and agents from any and all claims, demands, or causes of action that arise after the expiration of the Contractor's current policy or after the service contract has ended, for any occurrences arising out of or any way related to the work undertaken by the Contractor. The liability insurance coverage values shall be:

<u>Insurance Coverage Requirements</u>	<u>Limit Requirements</u>
Comprehensive General Liability	\$1,000,000
Product/Completion Operations	\$1,000,000
Contractual General Liability	\$1,000,000
Comprehensive Automobile Liability	\$1,000,000

A combined single-limit policy with aggregate limits in the amount of \$2,000,000 will be considered equivalent to the required minimum limits. The issuer shall be an "admitted surety insurer" duly authorized to transact business under the laws of the State of California.

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California with a rating of A:VIII by A.M. Best & Co. Any deviation from this rule shall require specific approval in writing from the AGENCY.

Insurance shall name the City of La Puente, its officers, agents, and employees as additional insured by endorsement of the Contractor's policy. A copy of the

endorsement, showing policy limits, shall be provided to the AGENCY on or before signing this contract.

ARTICLE VII

Contractor affirms that the signatures, titles, and seals set forth hereinafter the execution of this contract agreement represent all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest herein.

ARTICLE VIII

BLANK

ARTICLE IX

Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the AGENCY to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the AGENCY or any authorized representative and will be retained for 5 years after the expiration of this Contract unless permission to destroy them is granted by the AGENCY.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this contract agreement to be executed in duplicate by setting hereunto their names, titles, hands, and seals this _____ day of _____, 20____.

Contractor: _____
(Signature)

Name and Title (Printed) _____

Contractor's License No. _____

Agency Business License No. _____

Federal Tax Identification No. _____

Note: Contractor signature must be acknowledged before a Notary Public, and evidence of the authority of any person signing as attorney-in-fact must be attached.

AGENCY: _____
City Manager of the City of La Puente

Attested: _____
City Clerk of the City of La Puente

Date _____

Approved
as to form: _____
City Attorney of the City of La Puente

Date _____

FAITHFUL PERFORMANCE BOND
FOR
CITYWIDE SLURRY SEAL FY 2024-25
IN THE CITY OF LA PUENTE

KNOW ALL MEN BY THESE PRESENTS that American Asphalt South, Inc. as
CONTRACTOR and _____,
a corporation organized and existing under the laws of the State of _____,
and duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto
the City of La Puente, as AGENCY, in the penal sum of Three Hundred Thirty-Five Thousand Three Hundred Seventy-Six
Dollars and Five Cents (\$335,376.05), which is 100 percent of the total contract amount for the above-stated project, for the
payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter
into the annexed Contract Agreement with AGENCY for the above-stated project, if CONTRACTOR faithfully performs and fulfills
all obligations under the contract documents in the manner and time specified therein, then this obligation shall be null and void,
otherwise it shall remain in full force and effect in favor of AGENCY; provided that any alterations in the obligations or time for
completion made pursuant to the terms of the Contract Documents shall not in any way release either CONTRACTOR or
SURETY, and notice of such alterations is hereby waived by SURETY.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an
original hereof, have been duly executed by Bidder and Surety, on the date set forth below, the name of each corporate party
being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing
body.

Dated: _____

BIDDER: Name: _____

Address: _____

By: _____
(Signature)

Type Name and Title: _____

SURETY: Name: _____

Address: _____

By: _____
(Signature)

Type Name and Title: _____

Note: This bond must be executed in duplicate and dated, all signatures must be acknowledged before a Notary Public, and evidence of the authority of any person signing as attorney-in-fact must be attached.

MATERIAL AND LABOR BOND
FOR
CITYWIDE SLURRY SEAL FY 2024-25

IN THE CITY OF LA PUENTE

KNOW ALL MEN BY THESE PRESENTS that American Asphalt South, Inc., as CONTRACTOR, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the Three Hundred Thirty-Five Thousand Three Hundred Seventy-Six Dollars and Five Cents (\$335,376.05), which is 100 percent of the total contract amount for the above-stated project, for payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract Agreement with AGENCY for the above-stated project, if CONTRACTOR or any subcontractor fails to pay for any labor or material of any kind used in the performance of the work to be done under said contract, or fails to submit amounts due under the State Unemployment Insurance Act with respect to said labor, SURETY will pay for the same in an amount not exceeding the sum set forth above, which amount shall inure to the benefit of all persons entitled to file claims under the State Code of Civil Procedures; provided that any alterations in the work to be done, materials to be furnished, or time for completion made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice of said alterations is hereby waived by SURETY.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Bidder and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

BIDDER: Name: _____

Address: _____

By: _____
(Signature)

Type Name and Title: _____

SURETY: Name: _____

Address: _____

By: _____
(Signature)

Type Name and Title: _____

Note: This bond must be executed in duplicate and dated, all signatures must be acknowledged before a Notary Public, and evidence of the authority of any person signing as attorney-in-fact must be attached.

RESOLUTION NO. 24-5906

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LA PUENTE, CALIFORNIA, AMENDING THE
ADOPTED BUDGET AND CAPITAL IMPROVEMENT
PROGRAM FOR FISCAL YEAR 2024-2025**

WHEREAS, on June 14, 2024, the City Council approved and adopted the Fiscal Year (“FY”) 2024-2025 budget and capital improvement program; and

WHEREAS, the City of La Puente has experienced various adjustments to changing conditions since the budget was adopted and needs to amend the budget to reflect these adjustments.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LA PUENTE
HEREBY FINDS, DETERMINES AND RESOLVES AS FOLLOWS:**

SECTION 1. The above recitals are true and correct and are incorporated herein by reference.

SECTION 2. The City of La Puente’s Budget and Capital Improvement Program for Fiscal Year 2024/2025 is hereby amended to increase expenditure appropriations in the RMRA/SB1 fund (Fund 202) in the amount of \$140,000.

SECTION 3. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or its applicability to other persons or circumstances.

SECTION 4. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED this 12th day of November 2024, by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

Gabriel Quiñones, Mayor

ATTEST:

Martha Torres, MPA, City Clerk



City of La Puente

AGENDA REPORT

To: Mayor and City Council

For meeting of: November 12, 2024

From: Bob Lindsey, City Manager

By: John Di Mario, Development Services Director

SUBJECT: CONSIDERATION OF AMENDMENT NO. 2 TO THE MAINTENANCE SERVICES AGREEMENT WITH NATIONWIDE ENVIRONMENTAL SERVICES, A DIVISION OF JOE'S SWEEPING, INC., FOR CATCH BASIN CLEANING IN THE AMOUNT OF \$106,482.00

BACKGROUND

The National Pollutant Discharge and Elimination System ("NPDES") and the City's Stormwater Permit administered by the Regional Water Quality Control Board – Los Angeles Region ("Regional Board") requires that the operators of the storm drain system, which includes the City, maintain the storm drain system, including the catch basins, so that they do not contribute trash and debris to the rivers and waters of the United States. The accepted practice is to clean all catch basins before and during the wet weather season and continue to monitor them throughout the wet and dry weather seasons and clean as needed to make sure they will not convey trash and debris.

At the meeting of September 22, 2020, the City Council approved Amendment No. 1 to the Maintenance Services Agreement ("Agreement") for catch basin cleaning of the City's 109 structures with Nationwide Environmental Services ("Nationwide"). Nationwide was previously selected through a competitive Request for Proposals ("RFP") process for providing these services to the City.

DISCUSSION

The current Agreement with Nationwide provides for the cleaning of the City's 109 catch basins on a quarterly cycle during the months of January, July, May and November at a cost of \$18,909 annually. City Staff has been very pleased with the services provided by Nationwide as to the thoroughness of the work performed, communication with Staff, responsiveness to special requests, and the supporting documentation provided for each quarterly cleaning.

As the term of the current Agreement is set to expire in December 2025, Nationwide has submitted a written request to extend the term for an additional five (5) years (Attachment A). Included as Attachment B is Amendment No. 2 to the Maintenance Services Agreement to extend the term an additional five years concluding on December 31, 2030. The proposed amendment also provides for an additional three (3) year term extension at the discretion of the City. As provided for in the original Agreement, the annual cost may increase each year based on the current consumer price index ("CPI"), but may not exceed 3.5% in any given year.

FISCAL IMPACT

The current annual cost to clean all of the City catch basins four-times per year is \$18,909. With the additional five-year term extension, the amount of the contract for the term of Amendment No. 2 is \$106,482 (assuming a 3.5% annual CPI). Funding is budgeted in the Fiscal Year 2024-25 annual budget in the Measure W fund for stormwater management practices for the annual cost of this service. The cost for this service in future fiscal years will be budgeted in the Measure W fund each year for the term of the Agreement.

RECOMMENDATION

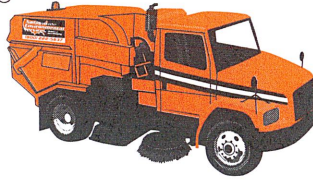
It is recommended that the City Council: (1) approve Amendment No. 2 to the Maintenance Services Agreement with Nationwide Environmental Services in the amount of \$106,482.00; and (2) authorize the City Manager to execute the Amendment on behalf of the City.

ATTACHMENTS

Attachment “A”: Request for Term Extension Letter
Attachment “B”: Amendment No. 2

Nationwide Environmental Services®

Division of Joe's Sweeping, Inc.



September 16, 2024

Mr. John Di Mario
Development Services Director
City of La Puente
15900 E. Main Street
La Puente, CA 91744

Re: Catch Basin Cleaning Services Agreement – Contract Extension

Dear Mr. Di Mario:

Nationwide Environmental Services (NES) is proud to be contracted with the City of La Puente. We are committed to providing the City with the most professional and reliable catch basin cleaning services available in the industry.

At this time, NES requests to extend its contract which expires on December 11, 2025 for five (5) years with an option to extend based on the same terms and conditions. As always, NES will continue to provide high quality services utilizing state-of-the-art equipment with a dedicated staff to ensure a clean, healthy and safe environment.

If you have any questions, please feel free to contact me. We look forward to hearing from you. Thank you for your consideration.

Sincerely,

Ani Samuelian
President

**AMENDMENT NO. 2 TO
CITY OF LA PUENTE
MAINTENANCE SERVICES AGREEMENT**

This Amendment No. 2 to the Maintenance Services Agreement (“Agreement”) is entered into on this 12th day of November, 2024 (“Effective Date”), by and between the City of La Puente, a California municipal corporation (the “City”) and Joe’s Sweeping, Inc. a California corporation, dba Nationwide Environmental Services (“Contractor”). The City and Contractor are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about December 12, 2017, the City and Contractor entered into the Agreement for catch basin cleaning services; and

WHEREAS, on September 22, 2020, Amendment No. 1 was approved by the City and Contractor to amend the Term and Payment (including Exhibit B – Rate Schedule); and

WHEREAS, the City and Contractor desire to enter into this Second Amendment and have agreed to amend the following: Section 1 (Term) and Section 4 (Payment), including Exhibit B – Rate Schedule; and

WHEREAS, the Parties further desire to amend the Agreement to revise the Notices Section to include the current City Attorney; and

WHEREAS, for the reasons set forth herein, the City and Contractor desire to enter into this Amendment No. 2, as set forth below.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, it is agreed the aforesaid Agreement, a copy of which is attached hereto as Exhibit A, and incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided:

1. TERM

Section 1, Term, is hereby revised to read in its entirety as follows:

This Agreement shall commence following the expiration of the term as stated in Amendment No. 1, which is December 31, 2025 and shall remain and continue in effect until the tasks described herein are completed, but in no event later than December 31, 2030, unless sooner terminated pursuant to the provisions of this Agreement. The Agreement may be extended for one (1) additional three-year term upon approval by the City.

4. PAYMENT

Section 4(a) is hereby revised to read in its entirety as follows:

(a) The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed One Hundred Six Thousand Four Hundred Eighty-One Dollars and Nine Cents (\$106,481.09) for the Term of the Agreement unless additional payment is approved as provided for in this Agreement. The payment rate contained in this Section 4 is established upon a Rate Schedule which is not based upon the payment of prevailing wages or the Prevailing Wage Laws, as defined in Section 5 below. In the event that the State of California determines that the Services are subject to the Prevailing Wage Laws, the payment rates and terms contained herein may be re-negotiated to provide additional compensation to the Contractor to allow for the payment of prevailing wages. In the event the City and Contractor cannot reach mutually agreed upon compensation terms, the Contractor may terminate this Agreement upon 30 days written notice to the City, and the City may terminate in accordance with the provisions set forth in Section 6 herein.

15. NOTICES

The contact information for the City is hereby revised to read in its entirety as follows:

If to City:

Bob Lindsey, City Manager
City of La Puente
15900 E. Main Street
La Puente, CA 91744
Email: blindsey@lapuente.org
Tel: (626) 855-1501
Fax: (626) 961-4626

With a copy to:

Susie Altamirano, Esq.
Olivarez Madruga Law Organization, LLP
500 S. Grand Avenue, 12th Floor
Los Angeles, CA 90071
Tel: (213) 744-0099

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 to the Agreement as of the Effective Date.

“CITY”
City of La Puente

By: _____
Bob Lindsey, City Manager

Attest:

By: _____
Matha Torres, MPA, City Clerk

Approved as to form:

By: _____
City Attorney

“CONTRACTOR”
**Joe’s Sweeping, Inc. dba Nationwide
Environmental Services**

By:  _____
Ani Samuelian, President

EXHIBIT B

RATE SCHEDULE

Cost per catch basin	\$44.67	
Number of catch basins	109	
Total per cycle (Year 1)	\$4,869.15	
Cost per year (4 cycles)	\$19,476.59	
Cost for five-year term (with CPI adjustment)		<u>\$104,438.00</u>
Catch basin stenciling each	\$11.67	
Cost per year (estimated)	\$408.62	
Cost for five-year term		<u>\$2,043.09</u>
 TOTAL		 <u><u>\$106,481.09</u></u>



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: November 12, 2024

From: Bob Lindsey, City Manager

By: Troy Grunklee, CPA, Director of Administrative Services

SUBJECT: CONSIDERATION OF APPROVAL OF A PURCHASE ORDER CONTRACT WITH INNOVATIVE PLAYGROUNDS CO. TO THOROUGHLY CLEAN AND RESEAL EXISTING POUR IN PLACE SURFACING FOR THE PLAYGROUNDS AT LA PUENTE PARK IN THE AMOUNT OF \$35,741.23

BACKGROUND/DISCUSSION

In May 2022, Innovative Playgrounds Co. completed the construction of the 0–5-year-old and 5–12-year playgrounds at La Puente Park. Both playgrounds have been incredibly popular and have been a very busy place at La Puente Park, especially during special events. The overwhelming popularity of the playgrounds has caused the pour in place surface to deteriorate faster than expected. City staff has noticed small granules starting to come off the pour in place surface and if big pieces start to come off, the cost to replace could triple. Typically, resealing the pour in place surface is done every 4-5 years, but with heavy use the vendor, Innovative Playgrounds Co., recommends that this be done now.

City Staff is recommending entering into a purchase contract with Innovative Playgrounds Co. to thoroughly clean and reseal the pour in place surface at both playgrounds at La Puente Park in the amount of \$35,741.23.

The materials and labor will be awarded through a competitively bid contract (Master Contract #010521-BUR) by Sourcewell (formerly the National Joint Powers Alliance). Sourcewell is a public agency service cooperative that serves over 50,000 members. Through national solicitations, they provide the opportunity for members to purchase through nationally leveraged, competitively bid contracts. Sourcewell contracts offer a multitude of products, equipment, and services to government agencies and non-profit entities. The City of La Puente is a member of Sourcewell and has used Sourcewell contracts in the past. Section 2.20.090 (e) of the La Puente Municipal Code authorizes the City to participate in cooperative purchasing plans or programs such as Sourcewell. Additionally, Section 2.21.090 allows the City to participate in cooperative purchasing for the installation of pour in place surfacing.

FISCAL IMPACT

The total price to thoroughly clean and reseal the existing pour in place surfacing at the playgrounds at La Puente Park is \$35,741.23. The work will be paid for using Park Maintenance and Repair funds in the General Fund.

RECOMMENDATION

It is recommended that the City Council: (1) approve the purchase order contract with Innovative Playgrounds Co. to thoroughly clean and reseal the existing pour in place surfacing at the playgrounds at La Puente Park; (2) authorize the City Manager to execute, on behalf of the City, all documents necessary to effectuate this action.

ATTACHMENTS

Attachment "A": Innovative Playgrounds Co. Quote

Innovative Playgrounds Co., Inc.
12407 E. Slauson Ave. Unit D
Whittier, CA 90606
562-693-5200
www.innovplay.com



Estimate

ADDRESS
City of La Puente 15900 E. Main St. La Puente, CA 91744

SHIP TO
La Puente City Park 501 Glendora Ave. La Puente, CA 91744

ESTIMATE #	DATE	
10789	08/15/2024	

TRACKING NO.
Clean and Reseal

SALES REP
ALVINO

ACTIVITY	DESCRIPTION	AMOUNT
INSTALLATION	Thoroughly Clean and Reseal Approx (12,890) Sq. Ft. of Existing Pour in Place Surfacing. LIST PRICE: \$38,431.43 IN KIND CUSTOMER DISCOUNT APPLIED: (\$2,690.20)	35,741.23
INCLUDES	Pricing includes prevailing wage rates.	0.00T
EXCLUDES	Pricing excludes regular wage rates, permits, bonds, any border material and/or concrete curbing, fencing (temporary and/or permanent), special installation due to unforeseen site conditions and any additional site work/preparation/amenities. PAYMENT TERMS: NET 30 ON PO'S FROM CITIES, SCHOOL DISTRICTS, STATE, OR FEDERAL ENTITIES.	0.00T

SUBTOTAL	35,741.23
TAX (10%)	0.00
TOTAL	\$35,741.23

Accepted By

Accepted Date



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: November 12, 2024

From: Bob Lindsey, City Manager

By: Troy O. Grunklee, CPA, Director of Administrative Services
Alex Merkel Medina, Finance Manager

SUBJECT: CONSIDERATION OF A RESOLUTION AMENDING THE FISCAL YEAR 2024-2025 BUDGET AND CAPITAL IMPROVEMENT PROGRAM

BACKGROUND

The City of La Puente received two (2) tranches of American Rescue Plan Act (“ARPA”) funding between FY 20/21 and FY 21/22, for a combined total of \$9,476,511. These monies were distributed as part of the Coronavirus State and Local Fiscal Recovery Funds program.

At its May 31, 2023, Council Meeting, the City Council amended the Fiscal Year 2022-2023 Budget and Capital Improvement Program in an amount not-to-exceed \$4,798,100 for actual expenditures that had been incurred in the fiscal year that were eligible for ARPA funding and were consistent with the guidelines put forth by the U.S. Dept. of the Treasury *Final Rule*.

DISCUSSION

According to the U.S. Dept. of the Treasury *Final Rule*, Cities may utilize funds to cover eligible costs up through December 31, 2024, unless they are obligated by way of a written contract in which case each City has until December 31, 2026, to expend. Any funds not obligated or expended for eligible uses by the timeline above must be returned to Treasury.

To satisfy the requirements the of Treasury, City staff recommend the appropriation of an interfund transfer to reimburse these eligible costs that were initially outlaid using General Fund dollars. The eligible costs include

- Public Safety contract costs
- Animal Control operating costs
- Community Outreach salary and benefits costs
- Park Maintenance salary and benefits costs
- Park Maintenance operating costs
- Community Services salary and benefits costs
- Community Services special events costs
- Public Access Technology

In total, actual expenses recorded in these categories are above \$100,000, which is the approximate amount of the remaining funds that will be left after previous transfer on May 31, 2023 and the funds that have been expended since that transfer. Adopting a “not-to-exceed” amount rather than an exact amount will allow for the liquidation of any small-scale expenses and liabilities already incurred by the ARPA fund prior to this action of the City Council.

FISCAL IMPACT

This action designates approximately \$100,000 within the American Rescue Plan Act (Fund 263) for transfer to the General Fund (Fund 100).

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 24-5907 amending the adopted Fiscal Year 2024-2024 Budget and Capital Improvement Program in an amount not-to-exceed \$100,000.

ATTACHMENTS

Attachment “A”: Resolution No. 24-5907

RESOLUTION NO. 24-5907

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LA PUENTE, CALIFORNIA, AMENDING THE
ADOPTED BUDGET AND CAPITAL IMPROVEMENT
PROGRAM FOR FISCAL YEAR 2024-2025**

WHEREAS, on June 14, 2024, the City Council approved and adopted the Fiscal Year (“FY”) 2024-25 budget and capital improvement program; and

WHEREAS, the City of La Puente has experienced various adjustments to changing conditions since the budget was adopted and needs to amend the budget to reflect these adjustments.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LA PUENTE
HEREBY FINDS, DETERMINES AND RESOLVES AS FOLLOWS:**

SECTION 1. The above recitals are true and correct and are incorporated herein by reference.

SECTION 2. The City of La Puente’s Budget and Capital Improvement Program for Fiscal Year 2024/2025 is hereby amended to include appropriations for a one-time transfer of funds from the American Rescue Plan Act Fund (Fund 263) to the General Fund (Fund 100) in an amount not-to-exceed \$100,000 to reimburse the fund for eligible expenditures.

SECTION 3. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or its applicability to other persons or circumstances.

SECTION 4. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED this 12th day of November, 2024, by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

Gabriel Quiñones, Mayor

ATTEST:

Martha Torres, MPA, City Clerk



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: November 12, 2024

From: Bob Lindsey, City Manager

By: Martha Torres, MPA, City Clerk
Cece Dunlap, CMC, Management Assistant

SUBJECT: CONSIDERATION OF A RESOLUTION REQUESTING THAT THE CALIFORNIA INSURANCE COMMISSIONER, STATE LEGISLATURE, AND THE GOVERNOR DECLARE A STATE OF EMERGENCY AND TAKE IMMEDIATE EMERGENCY REGULATORY AND LEGISLATIVE ACTION TO STRENGTHEN AND STABILIZE CALIFORNIA'S MARKETPLACE FOR HOMEOWNERS INSURANCE AND COMMERCIAL PROPERTY INSURANCE (MAYOR PRO TEM KLINAKIS/MAYOR QUIÑONES)

BACKGROUND/DISCUSSION

In 1988, California voters enacted Proposition 103, which established a robust set of consumer protections designed to keep insurance rates fair and affordable and to ensure a competitive marketplace.

In 2023, two of the State's largest insurance carriers, representing over 27 percent of the admitted insurance market in California, announced they would stop issuing new homeowners and commercial property insurance policies in California; several others, representing more than another 36 percent of the market, announced plans to limit new policy origination.

The reduction of insurance options in the State has a direct negative effect on consumer access to coverage: in all parts of the State, homeowners and business owners are now unable to obtain new insurance policies from the admitted insurance market.

Access to insurance allows existing homeowners to protect what is for many their largest and most important asset, and empowers homebuyers to secure a mortgage for a home that can build generational wealth, but a scarcity of options may freeze real estate transactions and slow or stop the rate of new housing development, including attached dwelling units and other affordable housing options, exacerbating the State's critical housing shortage and impacting the most vulnerable, including those on fixed incomes and young families.

Californians who cannot obtain coverage from the admitted market are forced to apply for protection through the California Fair Access to Insurance Requirements (FAIR) Plan, a state-established risk pool intended to operate as California's insurer of last resort providing temporary coverage as consumers pursue insurance in the traditional market. The collapsing admitted-provider market has caused steadily

increasing enrollment in the FAIR Plan over the past five years, threatening the ongoing stability of the plan, putting even this safety net at dire risk.

Policy decisions have placed Californians' homes and businesses at risk of catastrophic loss that can only be prevented by stabilizing the homeowners insurance and commercial property insurance markets while providing rates that remain fair and affordable to consumers, and maintaining the ongoing viability of the FAIR Plan, which provides a vital safety net to Californians whose policies are nonrenewed and to homebuyers who cannot secure a mortgage without insurance.

The California Insurance Commissioner has released draft regulations to address the immediate crisis in the property insurance market, but it may take years for these regulations to impact the market and even this timeline could be delayed if lawsuits by any party, including insurers or consumers, were to occur.

The Governor has authority under California law to declare emergencies and the Insurance Commissioner similarly has broad authority under law to adopt emergency regulations to promote public welfare, including with respect to the process governing the prior approval process for insurance rate change applications.

FISCAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 24-5908 requesting the California Insurance Commissioner, State Legislature, and the Governor take emergency action to strengthen and stabilize California's marketplace for homeowners and commercial property insurance.

ATTACHMENTS

Attachment "A": Resolution No. 24-5908

RESOLUTION NO. 24-5908

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA, REQUESTING THE CALIFORNIA INSURANCE COMMISSIONER, STATE LEGISLATURE, AND THE GOVERNOR TAKE EMERGENCY ACTION TO STRENGTHEN AND STABILIZE CALIFORNIA'S MARKETPLACE FOR HOMEOWNERS AND COMMERCIAL PROPERTY INSURANCE

WHEREAS, in 1988, California voters enacted Proposition 103, which established a robust set of consumer protections designed to keep insurance rates fair and affordable and to ensure a competitive marketplace; and

WHEREAS, in 2023, two of the State's largest insurance carriers, representing over 27 percent of the admitted insurance market in California, announced they would stop issuing new homeowners and commercial property insurance policies in California; several others, representing more than another 36 percent of the market, announced plans to limit new policy origination; and

WHEREAS, the reduction of insurance options in the State has a direct negative effect on consumer access to coverage: in all parts of the State, homeowners and business owners are now unable to obtain new insurance policies from the admitted insurance market; and

WHEREAS, access to insurance allows existing homeowners to protect what is for many their largest and most important asset, and empowers homebuyers to secure a mortgage for a home that can build generational wealth, but a scarcity of options may freeze real estate transactions and slow or stop the rate of new housing development, including attached dwelling units and other affordable housing options, exacerbating the State's critical housing shortage and impacting the most vulnerable, including those on fixed incomes and young families; and

WHEREAS, Californians who cannot obtain coverage from the admitted market are forced to apply for protection through the California Fair Access to Insurance Requirements (FAIR) Plan, a state-established risk pool intended to operate as California's insurer of last resort providing temporary coverage as consumers pursue insurance in the traditional market; and

WHEREAS, the collapsing admitted-provider market has caused steadily increasing enrollment in the FAIR Plan over the past five years, threatening the ongoing stability of the plan, putting even this safety net at dire risk; and

WHEREAS, policy decisions have placed Californians' homes and businesses at risk of catastrophic loss that can only be prevented by stabilizing the homeowners insurance and commercial property insurance markets while providing rates that remain fair and affordable to consumers, and maintaining the ongoing viability of the FAIR Plan, which provides a vital safety net to Californians whose policies are nonrenewed and to homebuyers who cannot secure a mortgage without insurance; and

WHEREAS, the California Insurance Commissioner has released draft regulations to address the immediate crisis in the property insurance market, but it may take years for these regulations to impact the market and even this timeline could be delayed if lawsuits by any party, including insurers or consumers, were to occur; and

WHEREAS, the Governor has authority under California law to declare emergencies and the Insurance Commissioner similarly has broad authority under law to adopt emergency regulations to promote the public welfare, including with respect to the process governing the prior approval process for insurance rate change applications.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LA PUENTE HEREBY FINDS, DETERMINES AND RESOLVES AS FOLLOWS:

SECTION 1. The Insurance Commissioner, State Legislature, and the Governor are requested to declare a state of emergency and take immediate emergency regulatory and legislative action to strengthen and stabilize California's marketplace for homeowners insurance and commercial property insurance. The Commissioner, Legislature, and Governor must consider the following goals in crafting an appropriate regulatory response:

- a. Expand coverage choices for all consumers, particularly in underserved areas of the State.
- b. Improve the efficiency, speed, and transparency of the California Department of Insurance's rate approval process.
- c. Tailor the rate approval process to account for all factors necessary to promote a robust, competitive insurance marketplace, including through potential revisions to the way catastrophe risks, reinsurance costs, and other legitimate insurer costs are accounted for.
- d. Maintain the long-term availability of homeowners and commercial property insurance coverage.
- e. Maintain the solvency of the FAIR Plan to protect its policyholders and promote long-term resiliency in the face of extreme weather events, including by identifying mechanisms to reduce its share of the overall market in underserved areas and move its customers into the admitted insurance market.

SECTION 2. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 3. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED this 12th day of November, 2024, by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

Gabriel Quiñones, Mayor

ATTEST:

Martha Torres, MPA, City Clerk



City of La Puente AGENDA REPORT

To: Mayor and City Council For meeting of: November 12, 2024

From: Bob Lindsey, City Manager

By: Troy O. Grunklee, CPA, Director of Administrative Services
Alex Merkel Medina, Finance Manager

SUBJECT: PRESENTATION OF OCTOBER 2024 BUDGET REPORT

BACKGROUND

The City Council adopted the Fiscal Year 2024-2025 Budget and Capital Improvement Program on June 14, 2024. The attached report examines fiscal activity taking place in the month of October and includes all funds within the operating budget. The report analyzes year-to-date transactions in comparison to budgeted amounts for the entire fiscal year, expressing each category using a percentage-of-completion methodology. It additionally provides comparisons in activity level to the same time period last fiscal year.

DISCUSSION

As of the end of October 2024, one third (33%) of the fiscal year has elapsed.

REVENUES

General Fund revenues to date have reached 12.7% of their annual budget, a slight increase over 11% at this point last fiscal year. *Sales and Use Tax* and *Measure LP* are consistent across fiscal years, with approximately 14% collected in both periods. *Property Tax*, the other largest source of income for the fund, has received only one remittance to date in the amount of \$43,943. The *Intergovernmental* category skews high in FY 24/25 at 128% due to deferral of unearned grant revenue from the prior period. In aggregate of all funds, total revenue posted through the October 2024 period is \$5,170,027 or 12.8% of budget.

EXPENDITURES

Operating expenditures have reached 24.6% to date in the General Fund, a slight increase over last fiscal year (20.9%). This is largely driven by the “Legal Services-General” expense account, which has already expended 71% of its budget for the entire year. This is due to multiple ongoing cases and the use of outside counsel. In aggregate of all funds, 25.2% of the agency budget for FY 24/25 has been expended, a favorable variance in comparison to 33% of the fiscal year that has elapsed.

RECOMMENDATION

It is recommended that the City Council receive and file this report.

ATTACHMENTS

Attachment “A”: Monthly Budget Report – October 2024

CITY OF LA PUENTE
Monthly Budget Report - September 2024
Statement of Revenues
33% of the Fiscal Year Complete

	FY 2024-2025 BUDGET	FY 2024-2025 YTD ACTUAL	%	FY 2023-2024 BUDGET	FY 2023-2024 YTD ACTUAL	%
GENERAL FUND						
Property Tax	8,494,600	43,943	0.5%	7,654,500	-	0.0%
Sales Tax	3,701,800	532,498	14.4%	3,695,400	533,820	14.4%
Sales Tax - Measure LP	3,481,000	488,589	14.0%	3,548,000	513,746	14.5%
Other Taxes and Assesments	1,750,500	328,034	18.7%	1,728,900	149,653	8.7%
Licenses and Permits	851,000	405,863	47.7%	590,700	264,542	44.8%
Fines and Forfeitures	627,500	165,164	26.3%	399,500	130,354	32.6%
Use of Money	320,000	116,513	36.4%	200,000	132,508	66.3%
Intergovernmental	137,500	176,057	128.0%	74,000	10,651	14.4%
Charges for Services	924,300	311,478	33.7%	764,300	355,987	46.6%
Other	691,300	97,803	14.1%	549,600	13,563	2.5%
TOTAL GENERAL FUND	20,979,500	-	12.7%	19,204,900	2,104,824	11.0%
SPECIAL REVENUE FUNDS						
Gas Tax	1,041,200	300,224	28.8%	1,094,700	372,914	34.1%
RMRA (SB1)	990,000	172,742	17.4%	942,800	160,541	17.0%
Measure M	749,800	230,783	30.8%	768,900	239,260	31.1%
Measure R	659,700	203,752	30.9%	678,800	212,691	31.3%
Prop A Fund	1,099,000	338,308	30.8%	1,132,300	352,449	31.1%
Prop C Fund	894,100	271,696	30.4%	909,100	283,956	31.2%
AQMD	52,000	12,568	24.2%	77,000	-	0.0%
Miscellaneous Grants	5,950,000	68,882	1.2%	3,632,900	105,863	2.9%
Lighting & Landscape Maintenance District	1,056,100	32,790	3.1%	959,600	-	0.0%
CDBG	388,400	46,820	12.1%	410,000	83,662	20.4%
Permanent Local Housing Fund (PLHA)	300,000	414,705	138.2%	-	-	0.0%
PEG Access	39,700	-	0.0%	39,700	-	0.0%
Supplemetal Law Enforcement Fund	170,000	110,484	65.0%	165,000	107,589	65.2%
American Rescue Plan Act Fund	-	-	0.0%	572,500	-	100.0%
Other Special Revenue	1,329,200	116,351	8.8%	1,220,900	13,064	1.1%
TOTAL SPECIAL REVENUE FUNDS	14,719,200	2,320,107	15.8%	12,604,200	1,931,989	15.3%
CAPITAL PROJECTS & DEBT SERVICE FUNDS						
Citywide Debt Service	849,500	-	0.0%	831,000	-	0.0%
2019A Debt Service	260,600	-	0.0%	261,800	-	0.0%
2019B Debt Service	234,400	-	0.0%	235,000	-	0.0%
Capital Projects	53,300	-	0.0%	53,300	-	0.0%
TOTAL CAP. PROJ. & DEBT SERVICE FUNDS	1,397,800	-	0%	1,381,100	-	0.0%
SUCCESSOR AGENCY						
Successor Agency to the LPCDC	701,000	33	0.0%	661,600	60	0.0%
PROPRIETARY FUNDS						
Sewer Construction/Maintenance Fund	1,538,400	-	0.0%	1,467,000	36,829	2.5%
Equipment Replacement Fund	265,000	65,500	24.7%	193,500	-	0.0%
Vehicle Maintenance & Replacement Fund	633,600	118,445	18.7%	455,800	2,533	0.6%
TOTAL REVENUES	40,234,500	5,170,027	12.8%	35,968,100	4,076,235	11.3%

CITY OF LA PUENTE
Monthly Budget Report - September 2024
Statement of Operating Expenditures
33% of the Fiscal Year Complete

	FY 2024-2025 BUDGET	FY 2024-2025 YTD ACTUAL	%	FY 2023-2024 BUDGET	FY 2023-2024 YTD ACTUAL	%
GENERAL FUND						
General Government	1,578,500	686,041	43.5%	1,448,100	415,975	28.7%
Administrative Services	2,250,000	818,684	36.4%	2,412,900	809,907	33.6%
General Services	458,700	143,392	31.3%	244,100	70,322	28.8%
Public Safety	11,110,400	1,645,501	14.8%	11,746,900	1,561,271	13.3%
Development Services	3,386,100	1,126,226	33.3%	3,514,300	1,048,171	29.8%
Community Services	2,619,400	854,588	32.6%	2,652,100	701,954	26.5%
TOTAL GENERAL FUND	21,403,100	5,274,433	24.6%	22,018,400	4,607,600	20.9%
SPECIAL REVENUE FUNDS						
Gas Tax	1,027,900	372,017	36.2%	1,074,700	272,530	25.4%
RMRA/SB1	74,600	18,355	24.6%	27,000	7,887	29.2%
Measure M	506,000	43,353	8.6%	443,500	52,365	11.8%
Measure R	668,500	82,464	12.3%	487,700	60,307	12.4%
Prop A	1,126,900	305,226	27.1%	1,071,500	262,052	24.5%
Prop C	124,200	37,816	30.4%	119,900	27,169	22.7%
AQMD	100	-	0.0%	148,900	-	0.0%
Lighting & Landscape Maintenance District	1,051,300	316,755	30.1%	1,028,400	239,638	23.3%
CDBG	388,400	93,213	24.0%	410,000	103,512	25.2%
Permanent Local Housing Assistance (PLHA)	300,000	416,551	138.9%	-	-	0.0%
Supplemental Law Enforcement Fund	170,000	-	0.0%	165,000	-	0.0%
PEG Access	29,000	77	0.3%	29,000	2,317	8.0%
American Rescue Plan Act Fund	142,000	48,489	34.1%	572,500	37,869	0.0%
Other Special Revenue	2,370,300	272,247	11.5%	3,649,100	613,778	16.8%
TOTAL SPECIAL REVENUE FUNDS	7,979,200	2,006,561	25.1%	9,227,200	1,679,423	18.2%
CAPITAL PROJECTS & DEBT SERVICE FUNDS						
Citywide Debt Service Fund	849,500	702,922	82.7%	831,000	676,572	81.4%
Capital Projects	260,600	-	0.0%	53,300	53,287	100.0%
Series 2019A Debt Service	234,400	-	0.0%	261,800	-	0.0%
Series 2019 B Debt Service	53,300	-	0.0%	235,000	-	0.0%
TOTAL CAP. PROJ. & DEBT SERVICE FUNDS	1,397,800	702,922	50.3%	1,381,100	729,859	52.8%
SUCCESSOR AGENCY						
Successor Agency to the LPCDC	1,055,700	437,992	41.5%	1,035,100	399,421	38.6%
PROPRIETARY FUNDS						
Sewer Construction/Maintenance Fund	1,249,800	-	0.0%	1,232,900	-	0.0%
Equipment Replacement Fund	262,000	92,600	35.3%	62,500	73,941	118.3%
Vehicle Maintenance & Replacement Fund	870,400	125,211	14.4%	455,600	211,842	46.5%
TOTAL OPERATING EXPENDITURES	34,218,000	8,639,718	25.2%	35,412,800	7,702,087	21.7%



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: November 12, 2024

From: Bob Lindsey, City Manager

By: Troy Grunklee CPA, Director of Administrative Services

SUBJECT: CONSIDERATION OF A RESOLUTION ADOPTING FINDINGS AND DISPENSING WITH THE COMPETITIVE BIDDING PROCESS AND APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH BOB MURRAY & ASSOCIATES, FOR EXECUTIVE RECRUITING SERVICES RELATED TO HIRING A NEW DIRECTOR OF DEVELOPMENT SERVICES IN AN AMOUNT NOT TO EXCEED \$25,000.00

BACKGROUND/DISCUSSION

The City Manager and Director of Administrative met with the current Director of Development Services, John DiMario, and in that meeting it was discussed that Mr. DiMario intends to retire at the end of May 2025. In order to fill this position with a suitable candidate and give that candidate and the current position holder an appropriate amount of transition time, the City has a few different methods to find this person. One of the most credible ways to do this is to use the services of an Executive Recruiting Firm, which was used in October 2021 to fill the Director of Community Services position. These firms offer a one-stop shop for all the items involved in the process of finding a suitable candidate including advertising for the position on multiple outlets, screening and doing an initial interview, then providing 6 to 8 candidates for final interviews, and finally assisting in salary negotiations for the top candidate. The typical time period for their services takes approximately 4 months.

City staff reached out to a total of five different Executive Recruiting Firms, City staff received five proposals back for executive search services. The firms that were received are

Firm Name	Proposal Amount
Bob Murray & Associates	\$25,000.00
Koff & Associates	\$25,000.00
CPS HR Consulting	\$27,000.00
Ralph Anderson & Associates	\$27,000.00
Peckham & McKenney	\$28,000.00

City staff are recommending the City Council approve a Professional Services Agreement with Bob Murray & Associates as they have one of the lowest proposal amounts received. Along with them being one of the lowest, the City utilized this firm in October 2021 for the recruitment of the Director of Community Services position that was very successful.

Pursuant to Section 2.20.080 of the La Puente Municipal Code (“LPMC”), purchases of supplies, equipment and professional services with an estimated value greater than twenty-five thousand dollars (\$25,000.00) must be by sealed bid and awarded to the lowest responsible bidder following formal bidding procedures. However, pursuant to Section 2.20.090(f) of the LPMC, the City may dispense with formal bidding procedures for professional services when there is a determination “....that an informal or formal competitive process is unnecessary because a professional services provider is the best provider for a particular agreement....” This determination can be based on demonstrated competence, qualifications, experience, knowledge of the city due to a long-standing relationship, or reasonableness of the cost to perform the work.

FISCAL IMPACT

The cost of the services will not exceed \$25,000 and will be paid using operational expense savings in the General Fund.

RECOMMENDATION

It is recommended that the City Council (1) adopt Resolution 24-5909 making findings and dispensing with the competitive bidding process; and (2) approve the Agreement with Bob Murray & Associates for executive recruiting services related to hiring a new Director of Development Services and authorize the City Manager to execute the Agreement on behalf of the City.

ATTACHMENTS

Attachment “A”:	Resolution 24-5909
Attachment “B”:	Professional Services Agreement with Bob Murray & Associates

RESOLUTION NO. 24-5909

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA, ADOPTING FINDINGS TO DISPENSE WITH THE COMPETITIVE BIDDING PROCESS AND APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY AND BOB MURRAY & ASSOCIATES FOR EXECUTIVE RECRUITING SERVICES

WHEREAS, the City has adopted a purchasing system to establish efficient procedures for the purchase of equipment and professional services, to ensure that services are delivered at the lowest possible cost commensurate with the quality needed, and to assure the quality of purchases; and

WHEREAS, pursuant to Section 2.20.090(f) of the City's Municipal Code ("Code"), Agreements for professional services may be executed without observing the bidding procedures if the City Manager determines that informal or formal competitive process is unnecessary because a professional services provider is the best provider for a particular agreement based on some or all of these factors: demonstrated competence; qualifications for the types of services to be performed; experience; knowledge of the city due to a long- standing relationship; reasonableness of cost to perform work; or other similar relevant criteria; and

WHEREAS, Bob Murray & Associates has, in the recent past, provided executive recruiting services to the City with satisfactory results; and

WHEREAS, Bob Murray & Associates has a long-standing reputation for quality service within the municipal executive recruiting industry; and

WHEREAS, Bob Murray & Associates has provided a reasonable price quotation for the services to be performed in comparison with similar firms.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LA PUENTE HEREBY FINDS, DETERMINES AND RESOLVES AS FOLLOWS:

SECTION 1. That pursuant to the findings set forth in the recitals above, which are incorporated herein by reference, competitive bidding will not likely result in the lowest price to the City for executive recruiting services, and therefore it is in the best interests of the City to dispense with the City's competitive bidding requirements, and approve the professional services agreement between the City and Bob Murray & Associates.

SECTION 2. That the City Council authorizes the City Manager to execute the professional services agreement with Bob Murray & Associates for executive recruiting services and any other ancillary documents that may be necessary to carry out this Resolution, subject to approval as to form by the City Attorney.

SECTION 3. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 4. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED this 12th of November 2024, by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

Gabriel Quiñones, Mayor

ATTEST:

Martha Torres, MPA, City Clerk

CITY OF LA PUENTE
PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of November 12, 2024 ("Effective Date"), between the City of La Puente, a municipal corporation ("City") and GVP Ventures, Inc or Bob Murray & Associates, a Corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, City desires to engage Consultant to perform the services described herein, and Consultant desires to perform such services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until the services have been completed as set forth in Exhibit A unless sooner terminated pursuant to the provisions of this Agreement. This Agreement may be extended by mutual agreement of the parties.

2. SERVICES

(a) Consultant shall perform the tasks ("Services") described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full ("Scope of Services"). Tasks other than those specifically described in the Scope of Services shall not be performed without prior written approval of the City. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

(b) City shall have the right to request, in writing, changes to the Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City and in a manner in conformance with the standards of quality normally observed by an entity providing executive recruiting services serving a municipal agency.

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working on the Effective Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) City has not consented in writing to Consultant's performance of such work. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not

now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et. seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

(e) Consultant represents that it has, or will secure at its own expense, all licensed personnel required to perform the Services. All Services shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified and licensed to perform such services.

3. MANAGEMENT

The City Manager, or his/her designee, shall represent the City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but shall have no authority to modify the Services or the compensation due to Consultant.

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Twenty-Five Thousand dollars (\$25,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

(c) Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

5. SUSPENSION OR TERMINATION OF AGREEMENT

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately

cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to the City pursuant to Section 4 of this Agreement.

6. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to review such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office, and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this Agreement excluding Consultants standard details, standard specifications and calculations. All reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

7. INDEMNIFICATION

(a) Indemnity for professional liability

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or

Subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnity for other than professional liability

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(c) Duty to Defend

In the event the City, its officers, employees, agents and/or volunteers are made a party to any action, claim, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by City, Consultant shall reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters in an amount that is proportionate to the finding of liability against Consultant.

Payment by City is not a condition precedent to enforcement of this indemnity.

8. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached hereto and incorporated herein by reference.

9. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultants exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

10. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

11. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order. (b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

If to City:

Bob Lindsey, City Manager
City of La Puente
15900 E. Main Street
La Puente, CA 91744
Tel: (626) 855-1501

With a copy to:

Susie Altamirano, Esq.
Olivarez Madruga Law Organization, LLP
500 S. Grand Avenue, 12th Floor
Los Angeles, CA 90071
Tel: (213) 744-0099

If to Consultant:

Valeria Gaeta Phillips, President
GVP Ventures, Inc. or Bob Murray & Associates
1544 Eureka Road, Suite 280
Roseville, CA 95661
Tel: (916) 784-9080

15. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City.

Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide City with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include an indemnity provision similar to the one provided herein and identifying City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the City for the performance of its subconsultant as it would be if Consultant had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the City and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall indemnify, defend and hold harmless the Indemnified Parties for any claims arising from, or related to, the negligent services performed by a subconsultant under this Agreement.

16. GOVERNING LAW/ATTORNEYS' FEES

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Los Angeles County, California. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the Services provided by Consultant under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

17. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

18. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

20. CAPTIONS

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and shall have no significance in the interpretation of this Agreement.

21. WAIVER

The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

22. REMEDIES

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

(Signatures on following page)

23. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

"CITY"
City of La Puente

By: _____
Bob Lindsey, City Manager

"CONSULTANT"
Bob Murray & Associates

By: Valerie Gaeta Phillips
Valerie Gaeta Phillips, President

Attest:

By: _____
Martha Torres, MPA, City Clerk

Approved as to form:

By: _____
City Attorney

Attachments:	Exhibit A	Scope of Services
	Exhibit B	Rate Schedule
	Exhibit C	Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

STEP 1 DEVELOP THE CANDIDATE PROFILE

Our understanding of the City of La Puente's needs will be key to a successful search. Yasmin Beers will meet with the City Manager and key stakeholders to learn as much as possible about the ideal candidate for the Director of Development Services position. We want to become familiar with the values and culture of the organization, as well as to understand the current and future issues, challenges, and opportunities in the City of La Puente.

Ms. Beers will review and help define the City's wish-list regarding the ideal candidate's personality, management style, knowledge, skills, and abilities and will work with the City to identify expectations regarding education and experience. The City Manager and Ms. Beers will discuss compensation, benefits, and other key information necessary to ensure that outstanding candidates are attracted to this opportunity. The profile we develop together at this stage will drive subsequent recruitment efforts.

Optional Service: Community and Staff Involvement

We find that many of our clients value a recruitment process that opens the opportunity for community members, business leaders, organization representatives, and employees to provide input regarding the ideal candidate. Our recruiters are skilled in designing and facilitating forums, town hall meetings, and online surveys that allow equitable involvement from a variety of constituencies and in consolidating feedback into a cohesive narrative of common themes.

If the City of La Puente so desires, we will work with the City Manager to create a customized community and/or staff input process.

STEP 2 DESIGN/DISTRIBUTE BROCHURE AND ADVERTISEMENTS

Ms. Beers and your dedicated Recruitment Coordinator will use the candidate profile developed with the City of La Puente to create a professional recruitment brochure, with the assistance of our professional graphic designer. The four-page, full-color brochure will describe the community, organization, position, ideal candidate, and compensation and will include pictures provided by the City of La Puente that you feel best represent your organization and your community.

Upon your approval, Ms. Beers will send the brochure by postal mail and email to a targeted audience, personally inviting potential candidates to apply for the Director of Development Services position. We will also place the recruitment brochure on our website, which attracts over 11,000 unique hits weekly and is a trusted resource for candidates seeking executive and professional positions. Two sample brochures are included in this proposal package for your reference.

Ms. Beers will also design an effective advertising campaign appropriate for the Director of Development Services recruitment. Our broadest outreach comes through our active social media involvement on Facebook, LinkedIn, and Twitter, where upcoming and current positions are posted. Sources such as *Western City Magazine*, PublicCEO, and the Careers in Government website will be used to reach an extensive local government audience, while position-specific postings will be chosen to attract candidates who have built their careers in and are committed to the Director of Development Services field.

Suggested Director of Development Services-specific advertising sources for the City of La Puente's search include:

- | | |
|--|---|
| ▼ National Association of
Development Organizations | American Public Works Association
California City News |
| ▼ League of Women in Government | |

Bob Murray & Associates does not typically place ads with job aggregators or general job posting sites such as CareerBuilder, Monster, or Indeed, as we have found that the broad reach of these sites does not necessarily lead to quality candidates for executive and professional positions.

Reaching Diverse Candidates

Bob Murray & Associates, a woman- and minority-owned business, is proud of its commitment to attracting and placing diverse candidates. Not only do we place advertisements with websites designed to attract minority and female candidates, but our President, Valerie Phillips, is a member herself of many diversity-focused organizations including the Local Government Hispanic Network, the League of Women in Government, the Professional Women's Network, Mexican Professionals, and Women Leading Government. She networks frequently with fellow members to gain insight into which potential candidates are leaders in their field.

Ms. Beers will seek to reach candidates in communities and organizations with demographic profiles and populations served like that of the City of La Puente, to maximize the potential for individuals from a wide variety of backgrounds, cultures, and life experiences to be considered for the Director of Development Services position.

STEP 3 RECRUIT CANDIDATES

The strongest candidates are often those who are successful and content in their current positions and need to be sold on a new opportunity. Our extensive network of contacts, developed through over 1,400 successful placements, is a primary source for identifying and obtaining referrals for these candidates. Our in-house database of 40,000 current and former executive and professional candidates is a valuable resource that can only be built over time—time that we have invested into perfecting our process for finding the right candidates for our clients. Our aggressive outreach efforts are focused on phone calls to personally invite potential applicants, answer questions, and allay any reservations, and these efforts are essential to the success of the Director of Development Services recruitment.

STEP 4 SCREEN CANDIDATES

Following the closing date for the recruitment, Ms. Beers will screen all resumes we have received, using the criteria established in the candidate profile as a basis upon which to narrow the field of candidates. Internal candidates receive sensitive consideration, and Ms. Beers will discuss with the City Manager how the City of La Puente wishes to proceed with these candidates.

STEP 5 CONDUCT PRELIMINARY INTERVIEWS

Ms. Beers will personally interview the top 10 to 15 candidates from the resume screening, with the goal of determining which candidates have the greatest potential to succeed in your organization. To reduce travel-related expenses to our clients and increase efficiency in the search process, these interviews are typically conducted via Zoom, Skype, or other convenient videoconferencing applications.

STEP 6 SEARCH PUBLIC RECORDS

Under the direction of Ms. Beers, your dedicated Recruitment Coordinator will conduct a review of published print and online articles for each recommended candidate. Sources include Lexis-Nexis™, Google, social media, and our contacts in the field. This will alert Ms. Beers to any further detailed inquiries we may need to make before our recommendations are finalized.

STEP 7 MAKE RECOMMENDATIONS

Based on our findings during the preliminary interview process, Ms. Beers will recommend a limited number of candidates for your further consideration. She will make specific recommendations and will help facilitate discussions regarding the candidate pool, but the final determination of those to be considered will be up to you.

We typically recommend 6-8 candidates that we feel will best match your expectations, and we prepare a detailed written report on each candidate. This bound report provided to each member of the decision-making body includes:

- Candidate list with Recommended Finalists identified in *Group 1* and *Group 2* (primary and secondary recommendations), as well as *Internal* candidates
- Summary of experience and education for each Recommended Finalist
- candidate Complete cover letter and resume for each Recommended
- Finalist candidate
- List of *Other Applicants* (those who did not meet minimum qualifications or were

Bob Murray & Associates maintains all search records for a period of seven (7) years following each recruitment, and we are happy to forward cover letters and resumes for each applicant by postal mail or email as soon as the recruitment closes to new applications.

STEP 8 FACILITATE FINAL INTERVIEWS

Our years of experience will be invaluable as we help you develop an interview process that objectively assesses the qualifications of each candidate. We will work with the City of La Puente to craft and implement an interview approach that fits your needs. This may include individual and panel interviews by the City Manager and key stakeholders, community/employee interview panels, writing and presentation samples, meet-and-greets, or another specialized process element Ms. Beers helps the City of La Puente to design.

Ms. Beers will be present on-site during the interviews to facilitate as necessary during the process and to guide discussion to consensus regarding final candidates. Bound interview books will be provided to each interview panel member containing:

- Recruitment brochure with candidate profile
- Interview schedule
- Suggested interview questions
- Experience summary, cover letter, resume, and rating form for each candidate
- Ranking forms for use during the panel interview process

We will work closely with your staff to coordinate and schedule interviews. Our goal is to ensure that each candidate has a very positive experience, as the way the entire process is conducted will influence the final candidates' perception of your organization.

STEP 9 CONDUCT BACKGROUND AND REFERENCE CHECKS

Ms. Beers and your Recruitment Coordinator will conduct detailed reference checks for up to three (3) final candidates. To gain an accurate and honest appraisal of the candidates' strengths and weaknesses, we will talk candidly with people who have direct knowledge of their work and management style. In addition to gaining a 360-degree view of candidates from the perspective of their supervisors, subordinates and peers for the past several years, we will make a point of speaking confidentially to individuals who may have further insight into a candidate's abilities but who may not be on their preferred list of contacts.

Your Recruitment Coordinator will work with candidates and our professional backgrounding firm, HireRight, to conduct credit, civil litigation, and motor vehicle record checks and verify candidates' degrees.

STEP 10 ASSIST IN NEGOTIATIONS

We recognize the critical importance of successful negotiations and can serve as your representative during this process. Ms. Beers knows what other organizations have done to put deals together with great candidates and what the current market is like for Director of Development Services positions in organizations like the City of La Puente's. She will be available to advise you regarding current approaches to difficult issues, such as housing and relocation. We will represent your interests and advise the chosen candidate and you

regarding salary, benefits, and employment agreements, with the goal of putting together a deal that results in the appointment of your chosen candidate. With our proven experience and vested interest in a positive outcome, we can turn a very difficult aspect of the recruitment into one that is straightforward and agreeable for all parties involved.

EXHIBIT B

RATE SCHEDULE

PROFESSIONAL FEE AND EXPENSES

The fixed, flat professional services fee for conducting the Director of Development Services recruitment on behalf of the City of La Puente is \$18,500. Services provided for in this fee consist of all steps outlined in this proposal, including a meeting onsite. The professional fee does not limit the amount of time invested by Bob Murray & Associates in promoting a successful outcome for this project. In fact, our mission for this project is to ensure we assist in identifying the right candidate for the City of La Puente. Therefore, Ms. Beers will contact the City at the first anniversary of the placement to confirm an effective transition has occurred.

The City of La Puente will also be responsible for reimbursing expenses Bob Murray & Associates incurs on your behalf. We estimate expenses for this project not to exceed \$6,500. Reimbursable expenses include (but are not limited to) such items as the cost of recruiter travel; clerical support; brochure development; placement of ads; credit and civil background checks; education verification; and public records searches. Postage, printing, photocopying, and telephone charges are allocated costs and included in the expense estimate. *In no instance will expenses exceed this estimate without prior approval from the City of La Puente.*

Expense reimbursement for candidate travel related to on-site interviews will be the responsibility of the City of La Puente.

Professional Fees and Reimbursable Expenses	
Professional Services (Fixed Flat Fee)	\$18,500
Reimbursable Expenses <i>Example costs and approximate amounts include:</i> Brochure Design and Printing (\$1,275) Advertising (\$2,700) Background Checks – 3 candidates (\$650) Consultant Travel (\$1,000) Other expenses – supplies, shipping, clerical (\$875)	\$6,500
Not-to-Exceed Total	\$25,000

GUARANTEE

Should a candidate recommended by our firm position resign or be terminated within the first 12 months of employment, we will provide the City of La Puente with professional services to secure a replacement. Services will be provided at no cost, aside from expenses incurred on the City of La Puente's behalf during the new search. We are confident in our ability to recruit outstanding candidates and do not expect the City to find it necessary to exercise this provision of our proposal.

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, and prior to commencement of the Services, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000.00 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000.00).

Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant, or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the Agency nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

City's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

Timely notice of claims. Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: November 12, 2024

From: Bob Lindsey, City Manager

By: John Di Mario, Development Services Director
Juan Galvan, MPA, Associate Planner

SUBJECT: CONSIDERATION OF THE FINAL CONCEPTUAL SITE PLAN FOR THE PROPOSED DOG PARK AT VALLEY BOULEVARD AND OLD VALLEY BOULEVARD

BACKGROUND

At the City Council meeting held on March 12, 2024, the Council approved a professional services agreement (PSA) with Community Works Design Group (CWDG) for the development of a new dog park situated at the intersection of Valley Boulevard and Old Valley Boulevard. This initial agreement included a comprehensive range of professional architectural design services, featuring a conceptual landscape plan and a topographical survey of the site.

Subsequently, at the City Council meeting on June 11, 2024, the Council authorized an additional PSA with CWDG to proceed with the second phase of the project. The second phase encompasses crucial project development elements such as: design development, the preparation of construction documents, bidding processes, construction administration, and coordination with Southern California Edison to ensure seamless integration of utilities.

DISCUSSION

The City Staff project team has been working with CWDG on various design layouts for the proposed dog park, with many refinements and “tweaks” along the way. Ultimately, the attached site plan has been developed that incorporates many open-space park elements along with a dedicated space for dogs to exercise, socialize, and engage in outdoor activities, as well as animal kennels and a dog training area. All ADA compliance factors have been considered for both the structures and park layout. The proposed conceptual design layout is included as Attachment “A.”

The park will also include public walking trails, along with essential amenities such as public restrooms, a small playground and on-site parking. An administrative office will also be located at the park along with a food truck plaza area, to provide a space for food vendors to assemble and serve the public.

This meticulously designed dog park aims to create a unique and innovative use of an unusually shaped piece of land that provides a presence for the City’s Animal Control Services within an environment that fosters community interaction and promotes an active lifestyle for both dogs and their owners to enjoy.

ENVIRONMENTAL ASSESSMENT

The proposed project will create a new dog park on a vacant city-owned piece of land consisting of two separate parcels. Staff has concluded that this project is exempt from the California Environmental Quality Act (CEQA) under Section 15332 (Class 32: In-Fill Development Projects). A Notice of Exemption has been prepared and is included as Attachment “B.”

FISCAL IMPACT

No fiscal impact associated with the recommended actions.

RECOMMENDATION

It is recommended that the City Council: (1) approve the final conceptual site plan for the proposed dog park; and (2) direct staff to file a notice of exemption regarding the same.

ATTACHMENTS

Attachment “A”: Dog Park Conceptual Site Plan

Attachment “B”: Notice of Exemption



City of La Puente

15900 E. Main Street La Puente, CA 91744 Telephone (626) 855-1500 Fax (626) 961-4626

NOTICE OF EXEMPTION

TO: County Clerk
County of Los Angeles
Environmental Filings
12400 East Imperial Hwy
Norwalk, CA 90650

FROM: City of La Puente
15900 East Main Street
La Puente, CA 91744

Project Title: Dog Park

Project Location (Specific):

City Wide

Project Location (City):

La Puente

Project Location (County):

Los Angeles

Description of Nature, Purpose, and Beneficiaries of Project:

Approval of the final design layout for a dog park and nature trails on a city-owned vacant piece of land at Valley and Old Valley Boulevard.

Name of Public Agency Approving Project:

City of La Puente

Name of Person or Agency Carrying Out Project:

Juan Galvan, MPA, Associate Planner

Exempt Status: (Check One)



Categorical Exemption. (14 Cal. Admin. Code §§15300 et seq.)

State class and section number: Class 32, Section 15332

Reason why Project is Exempt:

The proposed project involves the development of a new dog park on a vacant city-owned piece of land consisting of two separate parcels. Staff has determined that the project is exempt from the California Environmental Quality Act (CEQA) under Section 15332 (Class 32: In-Fill Development Projects) of the CEQA Guidelines (Title 14, Chapter 3 of the California Code of Regulations) based on the following findings:

- a) The project aligns with the General Plan designation of Public Open Space, fulfilling Goal 5 of the Community Development Element. By contributing to a diverse array of parks in La Puente, it enhances the safety and attractiveness of local neighborhoods. Furthermore, it supports Policy 5.5 by transforming underutilized parcels into additional pocket parks.
- b) The proposed Project is located within the City's jurisdiction, on approximately 55,420 square feet (1.27 acres) of land, which is less than 5 acres. Surrounding land uses include single-family homes to the north (across Valley Boulevard), the Union Pacific Railroad property to the south, and industrial business park to the northwest.

- c) The property holds no value as habitat for endangered, rare, or threatened species, as it is located on a previously City vacated roadway. In 1999, the City Council approved Development Agreement 99-599 and Tentative Parcel Map No. 25653 for the subdivision of the property at 16500 E. Valley Boulevard, which included plans for a 152,000 square foot industrial business park. Additionally, the project proposed realigning Old Valley Boulevard from an unsignalized “V” configuration to a signalized “T” configuration to address traffic concerns. Following the street's vacation, the area became an empty, irregular vacant parcel. The City has not previously developed this land; instead, it has been used for occasional use for seasonal sales of safe and sane fireworks, pumpkins, and Christmas trees.
- d) Approval of the project is not expected to result in significant impacts related to traffic, noise, air quality, or water quality. All construction activities will comply with the City’s requirements to minimize dust and noise. The proposed dog park and construction processes will not generate pollutants that could negatively impact water quality, as Low Impact Development (LID) best practices will be implemented, along with sediment and erosion control measures. Furthermore, the dog park is anticipated to have no significant traffic impacts, due to sufficient on-site circulation and parking access. Additionally, it is presumed to have a less-than-significant impact unless substantial evidence suggests otherwise, as these facilities are designed to meet local needs and are classified as local parks in the Project Type Screening.
- e) The site is well-equipped to accommodate all necessary utilities and public services. Existing infrastructure is readily available, allowing for easy access or reinstatement connection of utilities for the proposed dog park.

Contact Person: Juan Galvan, MPA
Date Received for Filing:

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