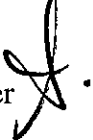





City Council Agenda Report

ITEM NO. 21

DATE: July 17, 2019

FROM: Stephanie DeWolfe, City Manager 

PREPARED BY: Lucy Demirjian, Assistant to the City Manager 

SUBJECT: **Approval of Support if Amended Position on SB 54 and AB 1080 Related to Single-Use Plastics**

Recommendation Action

It is recommended that the City Council approve a letter to take a position of support if amended on Senate Bill 54 and Assembly Bill 1080 - the California Circular Economy and Plastic Pollution Reduction Act, dealing with regulations for single use plastic packaging.

Commission Review and Recommendation

The Natural Resources and Environmental Commission (NREC) discussed this item at a special meeting held on July 9, 2019. The NREC recommended Council take a "Support if Amended" position consistent with the position taken by the Los Angeles County Solid Waste Management Committee/Integrated Waste Management Task Force. The NREC also recommended language for the letter to request amendments to certain provisions, including 1) removing preemption clause, 2) more aggressive phasing of the bill (sooner than 2024), and 3) more emphasis on producer responsibility.

Discussion/Analysis

SB 54 and AB 1080 (Allen and Gonzalez), the California Circular Economy and Plastic Pollution Reduction Act, addresses the increasing global plastic pollution problem now up to more than 335 million tons per year. In California, less than 15 percent of single-use plastic is recycled. Furthermore, the result of China's National Sword policy which restricts acceptance of plastics for recycling calls for the increase in investment in more local recycling facilities.

The California Integrated Waste Management Act of 1989, administered by the Department of Resources Recycling and Recovery (CalRecycle), generally regulates the disposal, management, and recycling of solid waste, including, among other solid waste, single-use plastic straws. This bill would enact the California Circular Economy and Plastic Pollution Reduction Act, which would require the department, before January 1, 2024, to adopt regulations that require covered entities, as defined, to source reduce, to the maximum extent feasible, single-use packaging and priority single-use plastic products, as defined, and to ensure that by 2030 all single-use packaging and priority single-use plastic products in the California market are recyclable or compostable. The bill would require those regulations to achieve, by 2030, a 75% reduction of

the waste generated from single-use packaging and priority single-use plastic products offered for sale or sold in the state through source reduction, recycling, or composting, and would establish a policy goal to achieve, by 2030, a 75% reduction of the waste generated from all other single-use products offered for sale or sold in the state through source reduction, recycling, or composting.

The bill would also instruct CalRecycle to develop incentives and policies to encourage in-state manufacturing using recycled material generated in California. CalRecycle would be responsible for developing criteria to determine which products are recyclable or compostable. Supporters of this bill include Sierra Club, League of California Cities, and California State Association of Counties. The Los Angeles County Solid Waste Management Committee/Integrated Waste Management Task Force has taken a Support if Amended position on the bill (see attached letter). NREC recommendations have been incorporated in the draft letter attached.

Background

The City of South Pasadena has established a Legislative Platform to streamline the approval process of legislative issues by providing staff clear direction on pertinent issues at the beginning of the legislative session. Plastic pollution reduction is not specifically addressed in the City's legislative platform and therefore requires Council action. The NREC discussed the legislation and recommended Council take a support position.

Sustainability is an important aspect in the City of South Pasadena's way of life as exemplified by its inclusion in the City's Strategic Plan and the City's participation in the Clean Power Alliance. Furthermore, plastic pollution reduction has been a continued focus for City Council, the NREC, and members of the community. This has been demonstrated by the efforts of the City to prioritize sustainability initiatives, the adoption of the expanded polystyrene ban ordinance, and the City's ban on plastic bags two years ahead of the State's ban in 2016.

Legal Review

The City Attorney has not reviewed this item.

Fiscal Impact

The fiscal burden falls on CalRecycle to develop incentives and policies and on manufacturers to develop new technology/materials that comply with these regulations. New compliant non-plastic materials may come at a higher cost to the consumer; however, these costs are expected to decrease over time while recycling potential increases. There may be minimal costs associated with education and outreach within the City.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachments:

SB 54/AB 1080 Support if Amended

July 17, 2019

Page 3 of 3

1. SB 54 and AB 1080 Fact Sheet
2. LACo Solid Waste Management Committee/Integrated Waste Management Task Force
Position Letter
3. Position Letter SB 54/AB 1080: Support if Amended

ATTACHMENT 1
SB 54 and AB 1080 Fact Sheet/
List of organizations in support



Senate Bill 54/ Assembly Bill 1080: Single-Use Packaging and Products



Senator Ben Allen and Assemblywoman Lorena Gonzalez

with Senator Skinner, Senator Weber, Senator Stern,
Assemblymember Friedman, Assemblymember Calderon and Assemblymember Ting

IN BRIEF

SB 54/AB 1080 will ensure California is on the forefront of reducing pollution from plastic packaging and products. The bills would set goals to reduce waste from single-use packaging and products and ensure the remaining items are effectively recycled.

BACKGROUND

Every day, single-use packaging and products in California generate tons of non-recyclable and non-compostable waste impacting our health, natural environment, and local governments.

Plastic pollution starts with fossil fuel extraction to create plastic and affects individuals, communities, and ecosystems all along the supply chain; from when the products are manufactured, transported, and used, to when they degrade and emit greenhouse gases or impact the environment as litter. Oil refineries, plastic manufacturers and incinerators tend to be located in disadvantaged communities, which then must bear the brunt of the associated health impacts from industry, such as higher asthma rates. With a planned 40-percent increase in plastic production over the next decade, plastic production will account for 20 percent of global fossil fuel consumption unless we make major policy changes to significantly counter this.

One way to reduce the production of plastics is to focus on its use in packaging. Packaging products are typically designed to be used just once and then discarded and they account for 42 percent of all non-fiber plastic produced.

Unlike natural materials that decompose, nearly every piece of plastic ever produced still exists in our landfills or in the environment. As these items fragment into smaller particles, known as microplastics, they concentrate toxic chemicals and contaminate our food and drinking water sources, ranging from bottled water to table salt to fish and agricultural soils. Exposure to these plastics and associated toxins has been linked to cancers, birth defects, impaired immunity, endocrine disruption and other serious health problems.

While the state and local communities in California have tried to reduce the burden from single-use packaging since the 1980s, taxpayers and local governments still spend over \$420 million annually in ongoing efforts to clean up and prevent litter in streets, storm drains, parks and waterways. Not only is cleanup expensive, but it cannot keep pace with the production of single-use disposable items, which continues to grow exponentially.

Existing recycling infrastructure can't keep pace either. Less than 9 percent of plastic is recycled, and that percentage is dropping since the implementation of China's National Sword and policies in other countries, which severely restricted the amount of foreign waste these countries accept. These materials are now either piling up in recycling centers, being landfilled, or sent to illegal facilities in Southeast Asia where they are incinerated, or simply dumped in impoverished areas where it is never dealt with. California must reduce the amount of plastics as a result of these realities.

We can no longer afford to wait on this issue. This is why the European Union and other countries that are major purchasers of consumer goods are implementing comprehensive waste reduction frameworks which urge producers to share in the responsibility of reducing waste and designing products to be reusable, recyclable and/or compostable. As the world's fifth-largest economy, California has a responsibility to lead on solutions to the growing plastic pollution crisis.

SOLUTION

Eliminating non-reusable, non-recyclable and non-compostable products and reducing packaging is by far the most effective, and least expensive way to protect the health of people, wildlife, and the environment. Many reliable and reusable alternatives already exist and the positive results of their use have been proven.

SB 54/AB 1080 establish a comprehensive framework to address the pollution and waste crisis.

- Specifically, single-use plastic packaging and products sold or distributed in California must be reduced or recycled by 75 percent by 2030.
- All single-use packaging and products must be recyclable or compostable on and after 2030.
- As part of a shift towards a more circular economy, the bills also instructs CalRecycle to develop incentives and policies to encourage in-state manufacturing using recycled material generated in California.

CalRecycle will be given authority to adopt regulations to meet these goals, including developing criteria to determine which packaging material qualifies as recyclable or compostable.

SUPPORT

Algalita Marine Research and Education
Alvarado Street Brewery & Grill
American Sustainable Business Council
As You Sow
Audubon California
Azul
Ban Single Use Plastics (SUP)
Bon Appétit Management Company
Breast Cancer Prevention Partners
Brent Allen Outside
California Cannabis Coalition
California Coastal Commission
California Coastal Protection Network
California Coastkeeper Alliance
California Compost Coalition
California Interfaith Power & Light
California League of Conservation Voters
Californians Against Waste
California Product Stewardship Council
California ReLEAF
California Resource Recovery Association
California State Association of Counties
California State Parks Foundation
California Teamsters Public Affairs Council
CALPIRG
Center for Biological Diversity
Center for Climate Change and Health
Center For Environmental Health
Center for Oceanic Awareness, Research and Education
ChicoBag
Cigarette Butt Pollution Project
Civic Sundays
City of Del Mar
City of Imperial Beach
City of Los Angeles
City of San Luis Obispo
City of Thousand Oaks

Clean Water Action
Coastodian
Colorado Medical Waste, Inc.
Communication Workers of America District 9, AFL- CIO
Communications4Good
Communitas Financial Planning
Communities for Sustainable Monterey County
Community Environmental Council
Conscious Container
County of Marin Board of Supervisors
Democrats of Pasadena Foothills
Defenders of Wildlife
Dillon Beach Resort
Distance Learning Consulting
Dr. Bronner's
East Yard Communities for Environmental Justice
Eco Imprints
Ecology Center
Environment California
Environmental Defense Center
Environmental Justice Coalition for Water
Environmental Working Group
Feminists in Action
Friends Committee on Legislation of California
Friends of the Los Angeles River
Full Circle Environmental, Inc.
Global Alliance for Incinerator Alternatives (GAIA)
GoodLight Natural Candles
Green Retirement, Inc.
Green Valley Community Farm
Greenpeace
Guitarfish Music Festival
Harley Laguna Beach
Heal the Bay
Indivisible Alta-Pasadena
Indivisible California Green Team
Indivisible Eagle Rock
Indivisible Media City Burbank
Indivisible Ventura
Inland Empire Disposal Association
Inland Ocean Coalition
Joshua Tree Music Festival
Kasperorganics
Kern Refuse Disposal, Inc.
Kite Music Productions/Flying Kite Motion Pictures
La Cooperativa Campesina
LA Hauler
Latinos in Action
Leadership & Strategy for Sustainable Systems
League of California Cities
League of Women Voters of California
League to Save Lake Tahoe
Long Beach Environmental Alliance
Long Beach Gray Panthers
Los Angeles Alliance for a New Economy (LAANE)
Los Angeles County Waste Management Association
Los Angeles Waterkeeper
Lutheran Office of Public Policy - California
Lydia's Kind Foods, Inc.
MD Global

MoneyVoice

Monterey Regional Waste Management District
Napa Recycling & Waste Services
National Parks Conservation Association
National Stewardship Action Council
Natural Resources Council of Maine
Natural Resources Defense Council
No Plastic Oceans
Northcoast Environmental Center
Northern California Recycling Association
Oceana
Ocean Conservancy
Outdoor Outreach
Owl Post Calligraphy
Pacific Forest Trust
Pacoima Beautiful
Pharmacists Planning Services, Inc.
Pier 23 Café Restaurant & Bar
Plastic Pollution Coalition
Ponce's Mexican Restaurant
R3 Consulting Group, Inc.
Recology
Refill Madness, LLC
Republic Services
Repurpose
ReThink Waste
Robin's Restaurant
Rooted in Resistance
Rural County Representatives of California
San Diego 350
San Francisco Bay Area Physicians for Social Responsibility
San Francisco Baykeeper
San Francisco Department of the Environment
San Francisco Wildlife Rescue
Save Our Shores
Sea Hugger
Service Employees International Union California
Seventh Generation
Seventh Generation Advisors
S. Groner Associates, Inc.
Shafir Environmental
Shizen & Tataki Restaurants
Sierra Club California
Sierra Leadership
Smart Planet Technologies
SoCal 350
Solid Waste Association of Orange County
St. Francis Center
Steelys Drinkware
StopWaste
Surfrider Foundation
Sustainable Environmental Management Co.
Sustain LA
Symbiosis Gathering
TDC Environmental, LLC
Teamsters Local Union No. 396
The 5 Gyres Institute
The Last Plastic Straw
The Little Chihuahua Mexican Restaurants
The Nature Conservancy

The River Project
The Story of Stuff Project

The Watershed Project
To-Go Ware
TOMRA Systems ASA
Tonic Nightlife Group
TreePeople
Tri-CED Community Recycling
Trust for Public Lands
UPSTREAM
Valley Improvement Projects
Waste Busters, Inc.
Wholly H2O
WILDCOAST
Wishtoyo Chumash Foundation
Women's Voices for Earth
World Centric
Yggdrasil Urban Wildlife Rescue of Oakland
Zero Waste Sonoma
Zero Waste USA
350 Bay Area Action
350 Riverside
350 South Bay Los Angeles
350 SoCal Climate Action
350 Sacramento
350 Silicon Valley

FOR MORE INFORMATION

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(916) 651-4026 | Tina.Andolina@sen.ca.gov

Laurel Brodzinsky; Office of Asm. Gonzalez
916-319-2080 | laurel.brodzinsky@asm.ca.gov



MARK PESTRELLA, CHAIR
MARGARET CLARK, VICE - CHAIR

LOS ANGELES COUNTY
SOLID WASTE MANAGEMENT COMMITTEE/
INTEGRATED WASTE MANAGEMENT TASK FORCE
900 SOUTH FREMONT AVENUE, ALHAMBRA, CALIFORNIA 91803-1331
P.O. BOX 1460, ALHAMBRA, CALIFORNIA 91802-1460
www.lacountyiswmtf.org

June 21, 2019

The Honorable Laura Friedman, Chair
Assembly Committee on Natural Resources
Legislative Office Building
1020 N Street, Room 164
Sacramento, CA 95814

Dear Assembly Member Friedman:

SUPPORT IF AMENDED/OPPOSE UNLESS AMENDED – SENATE BILL 54 (ALLEN, SKINNER, STERN, AND WIENER) AS AMENDED ON MAY 22, 2019 – CALIFORNIA CIRCULAR ECONOMY AND PLASTIC POLLUTION REDUCTION ACT

The Los Angeles County Solid Waste Management Committee/Integrated Waste Management Task Force (Task Force) **Support if Amended/Oppose Unless Amended** Senate Bill 54 (SB 54), as amended on May 22, 2019, if further amended to address the following comments, concern, and recommendations in this letter.

If enacted, SB 54, as written, would:

1. Enact the California Circular Economy and Plastic Pollution Reduction Act (Act), which would establish the policy goal of the state that, by 2030, manufacturers and retailers achieve a 75 percent reduction of the waste generated from single-use packaging and products offered for sale or sold in the state through source reduction, recycling, or composting (emphasis added).
2. Require the Department of Resources Recycling and Recovery (CalRecycle), before January 1, 2023, in concert with stakeholders, to adopt regulations that require manufacturers and retailers to:
 - Source reduce, to the maximum extent feasible, single-use packaging and priority single-use plastic products (emphasis added), and
 - Ensure that all single-use packaging and priority single-use plastic products in the California market are recyclable or compostable (emphasis added).

3. Require a manufacturer of single-use plastic packaging or priority single-use plastic products to demonstrate the following recycling rates as a condition of sale in California, and would also authorize CalRecycle to impose a higher recycling rate (emphasis added):
 - not less than 20 percent on and after January 1, 2024,
 - not less than 40 percent on and after January 1, 2028, and
 - not less than 75 percent on and after January 1, 2030.
4. Defines "priority single-use plastic products" to mean the 10 single-use plastic products that are the most littered in California, as determined by CalRecycle based on litter survey conducted in California between 2017 and 2020.
5. Require CalRecycle, before adopting the regulations, to develop a scoping plan with extensive outreach to stakeholders to inform the development of the regulations. As part of the scoping plan, CalRecycle shall evaluate the feasibility of employing the following regulatory measures (emphasis added):
 - a. Developing incentives and policies;
 - b. Economic mechanisms to reduce;
 - c. Discouraging litter, export, or improper disposal;
 - d. Requiring individuals or entities to notify CalRecycle prior to exporting to non-members of the Organization for Economic Cooperation and Development;
 - e. Establishing labeling requirements regarding recyclability or compostability;
 - f. Adopting model best practices;
 - g. Developing alternative compliance mechanisms;
 - h. Adopting actions identified through the California Ocean Litter Prevention Strategy and the Statewide Microplastics Strategy;
 - i. Establishing an Extended Producer Responsibility (EPR) program to require manufacturers and retailers to contribute to the costs;
 - j. Establishing criteria for the source reduction requirements; and
 - k. Establishing minimum postconsumer recycled content requirements for single-use packaging and products.
6. Require CalRecycle to develop criteria to determine which types of single-use packaging or priority single-use plastic products are reusable, recyclable, or compostable.
7. Require local governments, solid waste facilities, recycling facilities, and composting facilities to provide information requested by CalRecycle for purposes of developing that criteria.

The Task Force is supportive of the State's efforts to reduce, reuse, recycle, and compost waste. We also would like to commend the authors' intent to promulgate the California Circular Economy and Plastic Pollution Reduction Act with a goal to reduce single-use packaging and priority single-use plastic products legislation via policies that are economically and environmentally responsible. With that goal in mind, the Task Force has reviewed the proposed legislation and offers the following comments and suggestions to insure the success of the proposal and achievement of its goals:

1. Scope of the Proposal

It appears that the intent of the proposed legislation is to address management of "single-use packaging" and "priority single-use plastic products" (emphasis added). As such the reference to "single-use packaging and products" as used in Section 42042 is misleading and needs to be revised to be consistent with terminologies used in Sections 42042, 42043, 42044, and 42045. In order to avoid any confusion and ensure the success of the proposal, the Task Force strongly recommends that all references to the term "single-use packaging and products" be revised throughout the proposed legislation with the term "single-use packaging and priority single-use plastic products", specifically in Sections 42042, 42043, 42044 and 42045 of the proposed legislation (emphasis added).

2. Circular Economy and Extended Producer Responsibility (EPR)

We are told that it is not the authors' intent to place additional responsibility on local governments and haulers. We very much appreciate this intention. It is our understanding that the intent is to focus on an Extended Producer Responsibility (EPR) approach on manufacturers and producers of the packaging and priority single-use plastic products requiring them to implement and fund re-design of their packaging and products as well as to fully fund processing costs for when they do not meet recycling or composting requirements (emphasis added). However, that intention is not provided in the bill language as evidenced by the section quoted below to merely evaluate the feasibility on an EPR approach.

Section 42043.(b)(3) (l) – CalRecycle shall evaluate the feasibility of employing regulatory measures "*Establishing an extended producer responsibility program to require manufacturers and retailers to contribute to the costs associated with processing the single-use packaging and products they produce*" (emphasis added).

The title of the proposed legislation includes the phrase "Circular Economy." Circular Economy is not defined in the proposed Bill nor does it currently exist in California law. The phrase "Circular Economy" ought to be defined. A cornerstone of

Circular Economics is Extended Producer Responsibility which is almost absent from the Bill except in Section 42043 (b)(3)(l) where its feasibility is to be evaluated for “manufacturers and retailers to contribute to the costs associated with processing the single-use packaging and products they produce.”

EPRs are legislation, legal frameworks codified within the law for which regulations are developed. The global best practice and most effective packaging EPRs require producers to be 100 percent responsible for the finances and implementation of their product stewardship program such as the one formulated by the California’s SB 212 (Chapter 1004 of 2018 state statute – Pharmaceutical & Sharps Waste Stewardship Program). We believe that the proposed legislation should place EPR and enforcement of its provisions at the center of its legal structure with possible ban on all of plastic resins #6 and #7 to give local jurisdictions and haulers immediate relief while regulations for specific recycled content standards, market development, incentives and producers’ environmental restoration costs being prepared and reported to legislature on specific topics for development and implementation of new/expanded policies. Additionally, the recommended EPRs need to include provision requiring producers pay an administrative fee to the state to cover the costs of developing the regulations and implementation which is currently and sorely absent from the Bill.

While the Bill includes for CalRecycle to “evaluate the feasibility of employing” certain measures, CalRecycle is provided with the authority to disregard one and all recommendations. Additionally, there is no mandate that guarantees that these measures will be employed to squarely place the circular economics and extended producer responsibilities on producers, and the regulatory and enforcement responsibilities on CalRecycle.

3. Mandate State Policy on Producers, and not on Local Jurisdictions **– Market & Infrastructures**

While the Task Force is fully in support of reduction of waste generated by single-use packaging and priority single-use plastic products, based on our experience with AB 341 (2011) and AB 1826 (2014), and China National Sword policy, the proposed legislation needs to include provisions to make the proposal economically sustainable while providing necessary tools to provide for the needed infrastructures. Development of market and needed infrastructure is ensured by legislative measures, without which there is no responsibility and accountability (emphasis added).

In addition, the State is in the process of implementing the ambitious organic waste recycling goals contained in SB 1383 (2016) which requires Californians to reduce landfill disposal of organic waste by 50 percent below 2014 level by 2020 and 75 percent below 2014 by 2025. CalRecycle’s far-reaching SB 1383 regulation could cost in excess of

\$20 billion to implement while posing many challenges for local governments and the waste industry. To further compound the issue, the CalRecycle developed and implemented regulations for AB 341 and AB 1826 as well as the soon to be promulgated SB 1383 regulations, which have placed the majority of the implementation and enforcement responsibility on local governments. This is an extremely heavy burden on local governments and waste haulers that we will struggle to bear.

Section 42042.(a) It is the policy goal of the State of California that, by 2030, manufacturers and retailers of single-use packaging and products achieve a 75-percent reduction of the waste generated from single-use packaging and products offered for sale or sold in the state through source reduction, recycling, or composting.

We are concerned with the said provision in that local jurisdictions may be forced by CalRecycle to do the State's job similar to AB 341 and AB 1826. The proposed legislation needs to include provisions which would prohibit CalRecycle to impose unjustifiable regulations and/or requirements on local governments and the waste management industry that are outside of local jurisdiction's authority and capacity (emphasis added).

Section 42043.(b)(3) As part of the scoping plan, the department shall evaluate the feasibility of employing the following regulatory measures:
(A) Developing incentives and policies to maximize and encourage in-state manufacturing using recycled material generated in California.
(B) Developing economic mechanisms to reduce the distribution of single-use packaging and priority single-use plastic products [emphasis added].

This section does not ensure that there will be incentives and legislative policies adequate to meet the implementation of in-state manufacturing using recycled material and reduce the distribution of the intended packaging and products. The provisions that will make this proposal economically sustainable and provide the tools necessary for the needed infrastructure need to be defined and legislative tools be provided. Without this, local jurisdictions could be sorely pressed as they are with AB 939, AB 341, AB 1826, SB 1383, etc.

Section 42043.(b)(3)(C) Discouraging, to the extent feasible, the litter, export, or improper disposal of single-use packaging, products, and other materials likely to harm the environment or public health in California or elsewhere in the world [emphasis added].

The State may determine its capacity to deal with this expansive responsibility; local jurisdictions would be hard pressed to take on this responsibility for elsewhere in the world.

Section 42044.(d)(2) Local governments, solid waste facilities, recycling facilities, and composting facilities shall provide information requested by the department pursuant to paragraph (1) to the department [emphasis added].

This requirement is too restrictive and legally a local government may not be able to comply. Therefore, we suggest revising the statement to read “provide information to the extent feasible” and allow local jurisdictions to determine what is “feasible”. Local governments may or may not know what is in their waste stream. Some local governments have few or one staff member that wears multiple hats and have multiple responsibilities and may not have the capacity to provide the requested information. This could be similar in difficulty to pulling information for SB 1383.

Therefore, the Task Force strongly recommends that the proposed legislation explicitly incorporate mechanisms to limit CalRecycle from passing its responsibilities to local governments and waste haulers for implementation. Additionally, the legislation ought to incorporate provisions for local governments to be reimbursed by CalRecycle if such cases occur.

4. Determining Compostability

Section 42044.(c) For purposes of determining if single-use packaging or priority single-use plastic products are compostable, the director shall consider, at a minimum, all of the following criteria [emphasis added].

In addition, the proposed legislation ought to further address the question of what is compostable. What is compostable is a challenging matter due to composting facilities not willing or able to take certain “compostable” products and increasing composting operating costs. This determination ought not to be left to CalRecycle alone but CalRecycle ought to be directed to utilize subject matter experts and stakeholders, specifically including composting operators and local jurisdictions.

5. Enforcement

42042.(b)(2) Ensure all single-use packaging and products that are offered for sale or sold in California are recyclable or compostable, as determined by the department pursuant to Section 42044 [emphasis added].

It is unclear who will enforce the requirements of the Act since the Bill fails to address the issue. It is likely that CalRecycle will be the lead and may transfer the enforcement to local governments. Since it is more efficient to regulate packaging/products on all producers before products are distributed throughout the state the Bill ought to clearly state that CalRecycle is not to pass the enforcement to local government. It will be incredibly burdensome for local governments to attempt to regulate all the retailers individually in each jurisdiction. Should the enforcement be transferred to local governments, then jurisdiction must be reimbursed for their cost.

6. Definitions

Throughout the proposed legislation, terminologies such as “Business”, “Entity”, “Manufacturers and Retailers”, “Regrettable”, “Compostable”, “Negative Externalities”, etc., have been used. To avoid potential confusion and misunderstanding, these terminologies need to be clearly defined.

7. Exemption

To provide a greater clarity on the scope of the packaging and products subject to the requirements of the proposed legislation, the Task Force recommends that the proposed Section 42044 (a) of the Bill be expanded to also exempt products used for sanitary purposes that are intended to facilitate disposal, such as garbage bags, diapers, etc., and those for which specific packaging types are required because of product characteristics.

Pursuant to Chapter 3.67 of the Los Angeles County Code and the California Integrated Waste Management Act of 1989 (Assembly Bill 939), the Task Force is responsible for coordinating the development of all major solid waste planning documents prepared for the County of Los Angeles and the 88 cities in Los Angeles County with a combined population in excess of ten million. Consistent with these responsibilities and to ensure a coordinated and cost-effective and environmentally sound solid waste management system in Los Angeles County, the Task Force also addresses issues impacting the system on a countywide basis. The Task Force membership includes representatives of the League of California Cities-Los Angeles County Division, County of Los Angeles Board of Supervisors, City of Los Angeles, waste management industry, environmental groups, the public, and a number of other governmental agencies.

The Honorable Laura Friedman, Chair
June 21, 2019
Page 8

Based on the foregoing, the Task Force position on SB 54 is to **“Support if Amended/Oppose Unless Amended”**. If you have any questions, please contact Mr. Mike Mohajer, a member of the Task Force, at MikeMohajer@yahoo.com or at (909) 592-1147.

Sincerely,

Margaret Clark

Margaret Clark, Vice-Chair
Los Angeles County Solid Waste Management Committee/
Integrated Waste Management Task Force and
Mayor, City of Rosemead

EC:pg:cso

P:\leppub\Budget\TASK FORCE\Task Force\Letters\2019\June\SB 54-SupportIfAmended-OpposeUnlessAmended - LACWasteTF to ASM NATRES

cc: Senator Allen
Senator Skinner
Senator Stern
Senator Wiener
Senator Wieckowski
Assembly Member Friedman
Assembly Member Gonzalez
Assembly Member Kamlager-Dove
Assembly Member McCarty
Each Member and staff of the Assembly Committee on Natural Resources
California State Association of Counties
League of California Cities – Los Angeles County Division
Each Member of the Los Angeles County Board of Supervisors
Sachi A. Hamai, Los Angeles County Chief Executive Officer
San Gabriel Valley Council of Governments
South Bay Cities Council of Governments
Gateway Cities Council of Governments
Westside Cities Council of Governments
Each City Mayor and City Manager in the County of Los Angeles
Each City Recycling Coordinator in Los Angeles County
Each Member of the Los Angeles County Solid Waste Management
Committee/Integrated Waste Management Task Force



CITY OF SOUTH PASADENA

CITY COUNCIL

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July 17, 2019

The Honorable Ben Allen
California State Senate
State Capitol Building, Room 4076
Sacramento, CA 95814

The Honorable Lorena Gonzalez
California State Assembly
State Capitol Building, Room 2114
Sacramento, CA 95814

**RE: SB 54/AB 1080 California Circular Economy and Plastic Pollution Reduction Act
SUPPORT if Amended**

Dear Senator Allen:

The City of South Pasadena has taken a **Support if Amended** position on SB54/AB 1080, the California Circular Economy and Plastic Pollution Reduction Act. This bill directs the California Department of Resources Recycling and Recovery (CalRecycle) to adopt regulations requiring manufacturers to source reduce and recycle 75% of single-use packaging and products sold or distributed in California by 2030. The bill also requires all single-use plastic packaging distributed and used in California to be recyclable or compostable by 2030.

This bill would both reduce the plastic pollution that many single-use plastics cause in our waterways and oceans and remove materials that are often landfilled from entering the waste stream. If local governments are to meet the current statewide solid waste and recycling goals, more materials will need to be recycled or diverted from landfills. Additionally, this bill requires single-use plastics to be recyclable or compostable by 2030. By making single-use plastics recyclable or compostable, this bill would help local governments recycle more materials, throw less waste into landfills, and advance towards meeting statewide solid waste and recycling goals. The City of South Pasadena is supportive of meeting these goals and applauds efforts that help local governments achieve them.

While we fully support the spirit of the bill, we have some concerns about the scope as well as the recent amendments made during the review process. We hope you consider the following recommendations:

1. The bill, as amended today, stipulates no meaningful action will happen for the next five years or until 2024, even though cities and municipalities are facing rising costs and waste management issues resulting from the lack of recycling markets for plastics 3, 4, 6, and 7. Nothing can be done with these plastics aside from land filling, burning, or illegal disposal. The international best practice has been to immediately ban the top ten single use waste items like plastic bottles and cotton buds. This has been proposed by the UK, Costa Rica, and more recently in Canada along with many

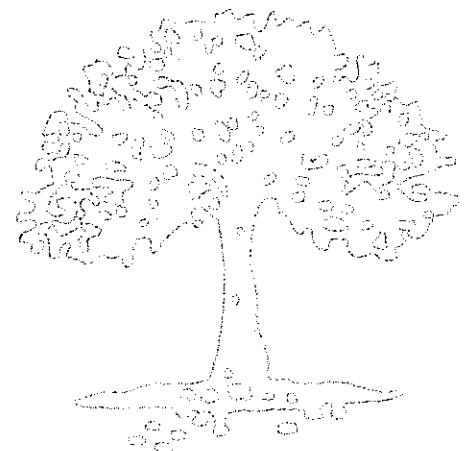
- others. We would like to add this directive to the bill to allow cities and municipalities to take immediate action to help manage waste generation. We would also support a ban on plastic items comprised of plastics 3, 4, 6, and 7.
2. In addition, the bill lacks responsibility from the producers of plastics to make products that are more compostable or recyclable and that really support a circular economy. Therefore, we also support the addition of an Extended Producer Responsibility (EPR) provision for accountability and responsibility for the treatment or disposal of post-consumer products. These improvements will help cities and municipalities better manage our waste in the short-term until a state-wide plan is developed.
 3. Finally, we ask there not be any preemption clause added to the bill, so that local governments can enact greater standards than the ones set forth by the state.

We appreciate all your efforts and applaud your leadership on this issue. Cities, like ours, have dedicated significant time and resources to develop and implement their recycling programs, and want to ensure city recycling programs continue to be successful. This bill is a step in the right direction to reduce the amount of single-use plastics, increase the availability of recyclable materials, and help develop in-state recycling markets. The City of South Pasadena is supportive of meeting these goals and hope you consider the suggested amendments which serve to strengthen and improve the bills intent.

Sincerely,

Marina Khubesrian, M.D.
Mayor
City of South Pasadena

cc: Honorable Senator Anthony J. Portantino
Honorable Assemblymember Chris Holden
Jennifer Quan, League of California Cities
League of California Cities, cityletters@cacities.org

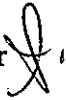




City Council Agenda Report

ITEM NO. 22

DATE: July 17, 2019

FROM: Stephanie DeWolfe, City Manager 

PREPARED BY: David Bergman, Interim Director of Planning and Building
John Steinmeyer, Interim Senior Planner

SUBJECT: **Adoption of Resolution Vacating Utility easement on Magnolia Street between Fair Oaks Avenue and Mound Avenue**

Recommendation

It is recommended that the City Council:

1. Adopt Resolution (Attachment 1) to vacate a utility easement between Fair Oaks Avenue and Mound Avenue, pursuant to Streets and Highways (S&H) Code Sections 8330-8336; and
2. Authorize the recordation of the vacation of the utility easement between Fair Oaks Avenue and Mound Avenue with the Los Angeles County Registrar-Recorder/County Clerk Office.

Project Proposal and Existing Conditions

The applicants, George Architecture and Stamps & Stamps, Inc., are requesting that the City vacate a utility easement located on the vacated portion of Magnolia Street between Fair Oaks Avenue and Mound Avenue. The subject easement measures approximately 50' x 244' for a total of 17,200 square feet. Currently, portions of a surface parking lot, two buildings, and a subterranean parking garage are located within the utility easement. The Public Works Department has reviewed this application and confirmed that no existing utilities are located within the subject easement and that the easement is not required to accommodate any future utilities.

Background

On February 6, 1985, the City Council adopted resolution No. 5722 (Attachment B) vacating the street portion of the subject site, subject to condition that the City reserved "all utility easement rights located therein." In 1987-88, the existing office buildings, parking lot, and parking garage were constructed on portions of the existing utility easement.

On January 28, 2019, the Planning Commission approved a Conditional Use Permit to convert a portion of the ground floor parking garage at 625 Fair Oaks Avenue into a restaurant of 2,550 square feet. The approval of this project was conditioned upon vacation of the subject utility easement.

Adoption of Resolution Vacating Utility Easement (Magnolia Avenue between Fair Oaks Avenue and Mound Avenue)

July 17, 2019

Page 2 of 3

Vacation Application Approval Process

Under S&H Code Section 8333, the City may summarily vacate “a public service easement” when the easement “has not been used for the purpose for which it was dedicated or acquired for five consecutive years immediately preceding the proposed vacation.” Furthermore, under S&H Code Section 8313, the City must “consider the general plan prior to vacating the street, highway, or public service easement.”

The existing office development on Fair Oaks Avenue is consistent with the commercial development objectives and policies of the General Plan and the Commercial Office zoning district. The approved restaurant project located within the utility easement is also consistent with the General Plan and zoning ordinance as the Planning Commission determined when it considered the CUP application, which contemplated the proposed utility easement vacation.

As noted above, the Public Works Department has reviewed the proposed vacation and confirms that no existing utilities are located within the subject easement and have not been in the five years immediately preceding the application and that the easement is not required in order to accommodate any future utilities.

Next Steps

1. The City will record the vacated Magnolia Street utility easement with the Los Angeles County Registrar-Recorder/County Clerk Office.
2. The Los Angeles County Registrar-Recorder/County Clerk Office will send a recorded copy to the City for its records.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

The cost to the utility easement on Magnolia Street is limited to staff time associated with processing the vacation, which would be covered by the application fee.

Environmental Analysis

This item is exempt from any California Environmental Quality Act (CEQA) in accordance with State CEQA Guidelines Section 15061(b) (3), which states that a project can qualify for exemption when “The activity is covered by the common sense exception that CEQA applies only to projects which have the potential for causing a 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.”

The proposed action involves the vacation of a utility easement in where no existing utilities are located and where no future utilities are needed. No new construction is proposed in the application for utility vacation. City staff has determined that there is no possible significant effect directly related to the project; and therefore, the project is qualified for exemption pursuant to State CEQA Guidelines.

Adoption of Resolution Vacating Utility Easement (Magnolia Avenue between Fair Oaks Avenue and Mound Avenue)

July 17, 2019

Page 3 of 3

Additionally, and independently, the utility vacation is categorically exempt (class 5) pursuant to Section 15305 of the State CEQA Guidelines (14 CCR § 15305).

Public Notification of Agenda Item

The public was informed of this item on the legally publicly noticed agenda, posting of the agenda and reports on the City's website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

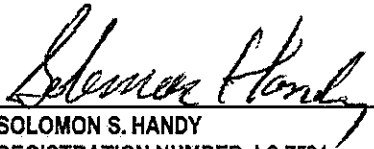
Attachments:

1. Resolution Vacating Magnolia Street
2. Legal Description and Map for Magnolia Street Utility Easement
3. Resolution 5722 (2/6/1985) for Partial Vacation of Magnolia Street
4. Photographs of Subject Site

EXHIBIT A - UTILITY EASEMENT VACATION
LEGAL DESCRIPTION

THAT PORTION OF VACATED MAGNOLIA STREET IN THE CITY OF SOUTH PASADENA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER PARCEL MAP NO. 15154 RECORDED IN BOOK 181 PAGES 47 AND 48 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF PARCEL 1 PER PARCEL MAP NO. 15154, SAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF MOUND AVENUE AS SHOWN ON SAID MAP. THENCE NORTH 0° 46' 15" EAST A DISTANCE OF 57.00 FEET TO THE SOUTHERLY LINE OF VACATED MAGNOLIA STREET, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 87° 55' 45" EAST A DISTANCE OF 344.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF FAIR OAKS AVENUE; THENCE ALONG THE WESTERLY RIGHT OF WAY LINE OF FAIRK OAKS AVENUE NORTH 0° 54' 00" EAST A DISTANCE OF 50.06 FEET TO THE NORTHELY LINE OF VACATED MAGNOLIA AVENUE; THENCE ALONG THE NORTHERLY LINE SOUTH 87° 55' 45" WEST A DISTANCE OF 344.12 FEET TO THE EASTERLY RIGHT OF WAY LINE OF MOUND AVENUE; THENCE ALONG THE EASTERLY RIGHT OF WAY LINE OF MOUND AVENUE SOUTH 0° 46' 15" WEST A DISTANCE OF 50.06 FEET TO TTHE TRUE POINT OF BEGINNING.

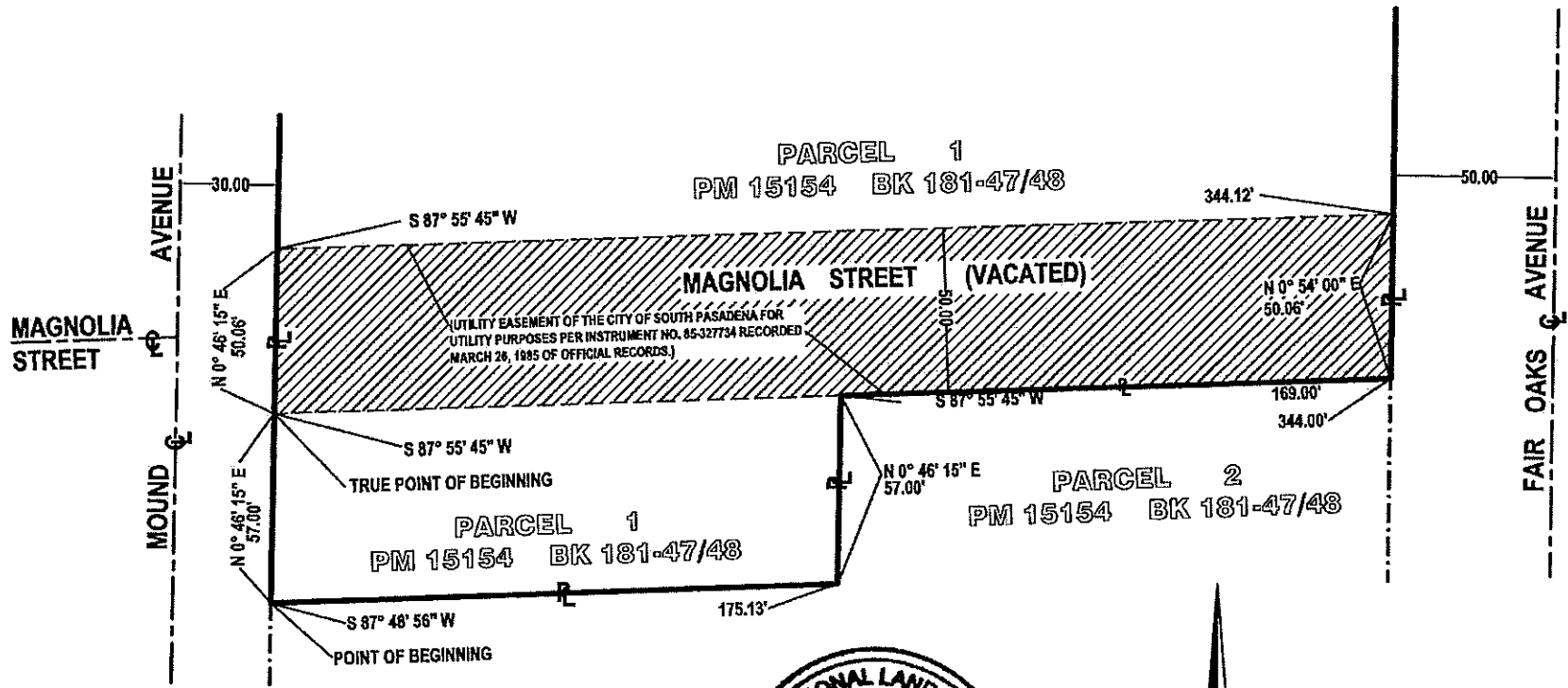


SOLOMON S. HANDY
REGISTRATION NUMBER: LS 7584
DATED: JUNE 6, 2019




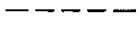
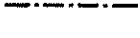


DASK
LAND SURVEYING
970 West Valley Parkway, #621
Escondido, CA 92025
PHONE: 760-740-1383

EXHIBIT A - SUPPLEMENT UTILITY EASEMENT VACATION MAP



LEGEND

-  UTILITY EASEMENT VACATION AREA
-  PROPERTY LINE
-  CENTERLINE
-  EASEMENT LINE
-  LOT LINE



SCALE: 1" = 50'

Solomon Handy
 SOLOMON S. HANDY
 REGISTRATION NUMBER: LS 7584
 DATED: JUNE 6, 2019


DASK
 LAND SURVEYING
 970 West Valley Parkway, #621
 Escondido, CA 92025
 PHONE: 760-740-1383

**CITY COUNCIL RESOLUTION NO. 5722 (1985)
PARTIAL VACATION OF MAGNOLIA STREET
BETWEEN FAIR OAKS AVENUE AND MOUND AVENUE**

EXHIBIT A

Res. Vol. 24

Page 141

2/06/85

RECORDING REQUESTED BY AND MAIL TO

City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030

RESOLUTION NO. 5722

85 327734

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SOUTH PASADENA ORDERING THE
PARTIAL VACATION OF MAGNOLIA STREET
BETWEEN MOUND AND FAIR OAKS AVENUES

FREE R

THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA DOES RESOLVE AND
DETERMINE AS FOLLOWS:

SECTION 1. That there presently exists a street easement shown
on a map attached hereto as "Exhibit" and known as Magnolia Street,
between Mound and Fair Oaks Avenues.

SECTION 2. Accordingly, pursuant to Section 8300, et seq., of
the Streets and Highways Code of the State of California, the City
Council finds that all procedures have been properly followed, when
the "Resolution of Intention" to vacate said portion of the street
was approved, therefore, the Council does order that the aforesaid
portion of Magnolia Street be vacated.

SECTION 3. A map or plan indicating by boundary lines the
extent of the property to be included in Parcel Map #15154 is on file
in the office of the City Clerk and reference is hereby made to said
map or plan for a further full and complete description of all
property comprising the aforesaid public street vacated as declared
herein.

SECTION 4. The City Council declares that it reserves all
utility easement rights located therein as provided in Section 8300
of the Streets and Highways Code.

SECTION 5. The developer and/or property owner shall at all
times keep Magnolia Street open to through traffic until such time as
a building permit is issued and construction is started in
conformance with the conceptual plan on file in the office of the
City Clerk dated January 10, 1985.

SECTION 6. This condition shall be a covenant running with the
land and shall be binding upon the owner and its assignees,
transferees, and successors in interest.

SECTION 7. At such time as a building permit is issued and
construction is started in conformance with the conceptual plan on
file in the office of the City Clerk dated January 10, 1985, the City
shall cause to be recorded a document removing the conditions and
covenants stated in Section 5 hereof.

SECTION 8. The developer and/or property owner, by accepting
the vacated portion of Magnolia Street easement, understands and
accepts the conditions of this resolution.

RECORDED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
21 MIN. 9 AM MAR 26 1985
PAST.

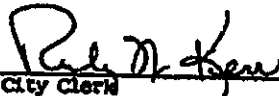
RESOLUTION NO. 5722
PAGE 2

APPROVED, PASSED and ADOPTED this 6th day of February, 1985.



Mayor of the City of South Pasadena

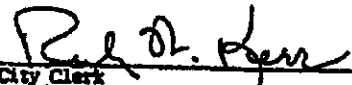
ATTEST:



City Clerk

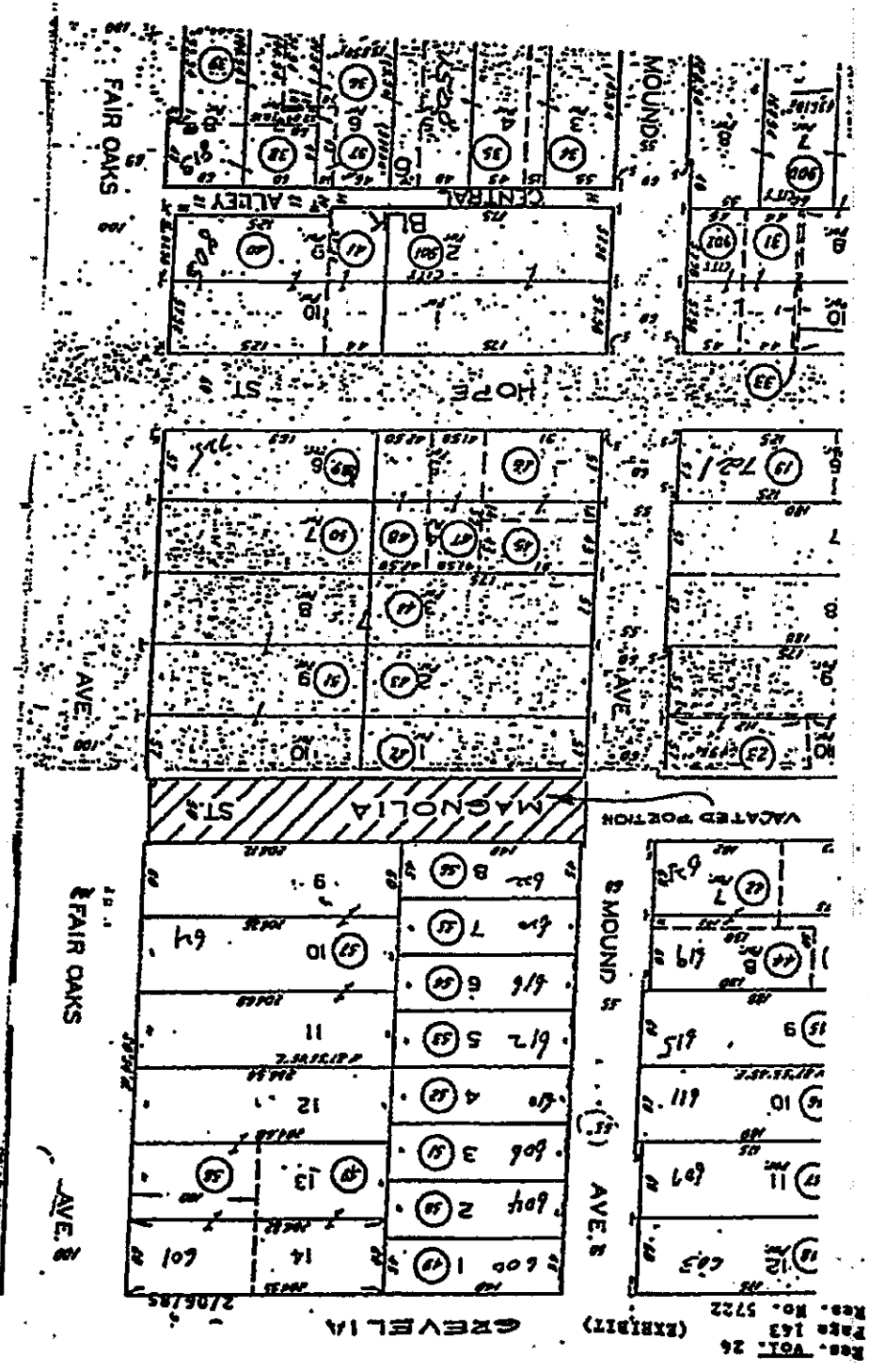
I HEREBY CERTIFY that the foregoing resolution was adopted by the City Council of the City of South Pasadena at a regular meeting held on the 6th day of February, 1985 by the following vote:

AYES: Councilmembers Margrave, Wagner, Knowles, Prentiss and Mayor Shaw
NOES: None
ABSENT: None



City Clerk

85 327734



85 927734

Res. VOL. 26
 Page 143
 Res. No. 5722
 (EXHIBIT)

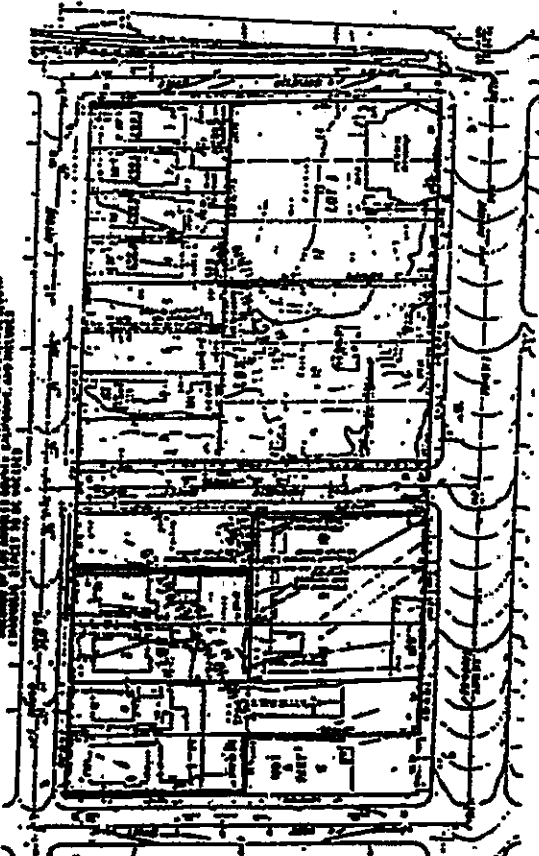
MAY 21 1982

RENTATIVE

PARCEL MAP NO. 15154

IN THE CITY OF SOUTH PASADENA
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

THIS PARCEL MAP WAS PREPARED BY THE
SOUTH PASADENA CITY ENGINEER AND
APPROVED FOR RECORDATION BY THE
SOUTH PASADENA CITY ENGINEER AND
APPROVED FOR RECORDATION BY THE
SOUTH PASADENA CITY ENGINEER AND



SCALE
1" = 100'

APPROVED FOR RECORDATION
BY THE COUNTY CLERK
ON MAY 21 1982

85 327734

Resolution No: 5722

2/04/85

Page 144

Doc. No. 26

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

On March 22, 1985, before me, the undersigned, a Notary Public in and for said State, personally appeared Ted R. Shaw, known to me to be the Mayor, and Ruby W. Kerr, known to me to be the City Clerk of the City of South Pasadena, and known to me to be the persons who executed the within instrument on behalf of said Public Agency, and acknowledged to me that such Public Agency executed the same.

WITNESS my hand and official seal.

Signature: Marjorie E. Friendt

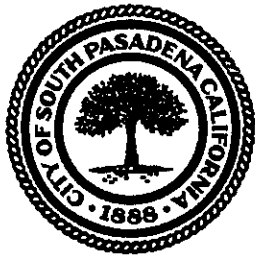
Marjorie E. Friendt

Name (Typed or Printed)

Notary Public in and for said County and State



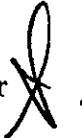
85 327734




City Council Agenda Report

ITEM NO. 23

DATE: July 17, 2019

FROM: Stephanie DeWolfe, City Manager 

PREPARED BY: Joe Ortiz, Chief of Police 
Brian Solinsky, Police Captain

SUBJECT: **Approve an Agreement with the City of Pasadena to Provide them with Supplemental Law Enforcement Services for a Period of Three Years, Not-to-Exceed \$72,000.**

Recommendation

It is recommended that the City Council approve an agreement for supplemental law enforcement services with the City of Pasadena Police Department (Pasadena) for large-scale, preplanned events. This is a three-year term, not-to-exceed \$24,000 per year, for a total of \$72,000.

Commission Review and Recommendation

This matter was not reviewed by a commission.

Discussion/Analysis

The Pasadena Police Department provides law enforcement services to over 147,000 residents and covers over 23 square miles. Pasadena is home to several world-renowned businesses, educational facilities, and entertainment venues attracting visitors and participants from outside its jurisdiction, thus necessitating additional law enforcement and crowd control services from time to time. With the robust and diverse draw, the Pasadena Police Department is asking for assistance from its neighboring agencies with law enforcement services for large-scale, preplanned events, namely the annual Rose Parade.

This agreement provides the officers from South Pasadena who will serve as part of a special detail to assist with law enforcement services, including the use of the police canine unit, at large-scale, preplanned events as needed. The participating officers will continue to be under the employ of South Pasadena. They will wear their South Pasadena Police Department uniform and use their regular South Pasadena Police Department equipment. Pasadena will pay the officers one and one-half times their hourly rate, to include benefits, with payment being remitted to South Pasadena after invoicing. Pasadena will compensate the City for the services performed in an amount not to exceed twenty-four thousand dollars (\$24,000.00) per year, for a period of three years, during the term of this agreement. The total agreement shall not exceed \$72,000.

This agreement for supplemental services will not impair or interfere with the City's ability to meet its general law enforcement responsibilities or result in any City loss of operational efficiency or readiness. Under the Agreement, Pasadena will generally provide 30 days' notice of its request for supplemental police services to the South Pasadena Chief of Police, who will assign personnel for this purpose. There is no obligation to provide the supplemental police services under the Agreement and no liability for the failure to do so in the event that South Pasadena cannot spare the personnel. South Pasadena employees remain employees of South Pasadena while providing supplemental police services to Pasadena under this Agreement.

The purposed agreement is intended for planned policing events and does not supersede mutual aid agreements for unusual occurrences or other significant events.

Either party may terminate this Agreement with 10 days' prior written notice.

Next Steps

Upon execution of the contract, the South Pasadena Police Department will begin providing supplemental law enforcement services to Pasadena as needed.

Background

Over the past ten years, the South Pasadena Police Department has participated as a regional partner and provided law enforcement assistance to Pasadena on all large-scale, preplanned events. The service provided by South Pasadena included traffic control, patrol, and general law enforcement duties by police officers, canine officers, detectives, and supervisors as needed.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

The total revenues received from this action will not exceed \$72,000 for the three-year term of the contract, nor exceed \$24,000 per year. These funds will offset the costs used for salary and benefits (fully-burdened rate) of South Pasadena personnel; therefore, there will be no fiscal impact associated with this action.

Environmental Analysis

This item is exempt from any California Environmental Quality Act (CEQA) analysis based on State CEQA Guidelines Section 15061(b) (3), the general rule that CEQA only applies to projects that may have an effect on the environment. The action proposed herein, services for a Supplemental Law Enforcement Services will not have an environmental impact.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachments: Supplemental Law Enforcement Service Agreement

ATTACHMENT 1
Supplemental Law Enforcement Service Agreement

AGREEMENT
FOR SUPPLEMENTAL LAW ENFORCEMENT SERVICES
(Parties: City of Pasadena and City of South Pasadena)

This Agreement for Supplemental Law Enforcement Services ("Agreement"), entered into this 21st day of August, 2019 ("Execution Date"), by and between the City of Pasadena, a California municipal corporation ("Pasadena") and the City of South Pasadena, a California municipal corporation ("South Pasadena"), is made with reference to the following:

RECITALS

WHEREAS, Pasadena is desirous of contracting with South Pasadena for the performance of supplemental law enforcement functions relating to major events ("Events"), other than the Rose Bowl Game and the Tournament of Roses Rose Parade, taking place at the Rose Bowl Stadium in the City of Pasadena annually; and

WHEREAS, South Pasadena is agreeable to rendering such services on the terms and conditions set forth in this Agreement; and

NOW THEREFORE, in consideration of mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1. Term.

This Agreement shall have a term ("Term") that begins on the Execution Date and shall remain in effect through June 30, 2022, unless sooner terminated or extended in whole or in part as provided herein.

2. Scope of Services.

2.1 South Pasadena agrees, through its Police Department, to provide supplemental law enforcement services to Pasadena for major events as requested by Pasadena. The amount and type of supplemental law enforcement services provided by South Pasadena to Pasadena for any specific Event shall be subject to availability as determined by South Pasadena in its sole and absolute discretion. Pasadena acknowledges, understands and agrees that South Pasadena may decline to provide supplemental law enforcement services for specific Events based on such determinations of availability. Pasadena shall notify South Pasadena in writing of its anticipated supplemental law enforcement needs for a specific Event at least thirty (30) calendar day prior to the date of the Event. Thereafter, South Pasadena will notify Pasadena indicating the amount and type of supplemental law enforcement services South Pasadena will provide for the Event along with any other parameters established by the South Pasadena Chief of Police. South Pasadena shall be under no obligation to consider requests for services that have not been requested by Pasadena in a timely manner. Notices provided by South Pasadena indicating the type and amount of supplemental services that will be provided by South Pasadena for a

specific event must be signed by the Chief of Police in order to be valid and binding on South Pasadena.

2.2 Pasadena hereby grants to South Pasadena and its personnel the right to transmit and broadcast communications to the Pasadena Police Department's units via the Pasadena Police Department's primary dispatch frequency and/or any other law enforcement frequency for which Pasadena is licensed by the Federal Communications Commission.

2.3 Under no circumstances shall South Pasadena's inability or failure to provide supplemental law enforcement services because of an emergency, disaster, or other incident constitute a breach of this Agreement.

2.4 South Pasadena shall furnish and supply all necessary labor, supervision, personnel, equipment, communications, fuel, and supplies necessary to provide supplemental law enforcement services for major events. Notwithstanding the foregoing, the services performed by South Pasadena, the discipline of South Pasadena officers, and other matters incident to the performance of services, including the control of personnel so employed shall remain with South Pasadena and shall be performed pursuant to South Pasadena's Police Department's policies and procedures.

2.5 All services shall be performed to the satisfaction of Pasadena.

3. Personnel.

The classification, approximate numbers of personnel and number of hours shall be determined and mutually agreed up by the Parties prior to the provision of the requested supplemental law enforcement services.

4. Compensation.

Pasadena will compensate South Pasadena for the services performed in an amount not to exceed twenty-four thousand dollars (\$24,000.00) per year, for a period of three years, during the Term of this Agreement, and at the billing rate set forth below:

Police Officer -	\$76.41 per hour
K9 Officer -	\$80.23 per hour
Sergeant -	\$94.46 per hour

5. Administration of Personnel.

Pasadena shall not be liable or legally responsible for the direct payment to any of South Pasadena's personnel for salaries, wages, or other compensation for services performed pursuant to this Agreement or for any claims made by South Pasadena's personnel for personal injuries, including but not limited to Workers' Compensation claims or benefits, arising in connection with services rendered pursuant to this Agreement. All South Pasadena employees who work in conjunction with the Pasadena pursuant to this Agreement shall remain employees of South Pasadena and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the Pasadena based on this Agreement. No South Pasadena employees shall become

employees of Pasadena.

6. Maximum Cost.

The maximum cost for South Pasadena's supplemental law enforcement services must not exceed seventy-two thousand dollars (\$72,000.00) during the term of this Agreement.

7. Indemnification.

7.1 Pasadena Indemnification and Hold Harmless

To the fullest extent permitted by law, Pasadena shall indemnify, defend, and hold harmless South Pasadena, its governing body, its elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Pasadena's acts and/or omissions arising from and/or relating to this Agreement.

7.2 South Pasadena Indemnification and Hold Harmless

To the fullest extent permitted by law, South Pasadena shall indemnify, defend, and hold harmless Pasadena, its governing body, its elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with South Pasadena's acts and/or omissions arising from and/or relating to this Agreement.

7.3 Limitation

The Indemnification and Hold Harmless provisions above shall be limited in duration to the Term of this Agreement. However, each entity's obligation to indemnify, defend, and hold harmless shall apply to any and all injuries, losses, or damages which occur or accrue during the date(s) of the special event, but which are reported after this Agreement's ending date.

8. Invoices.

Within forty-five (45) calendar days from each Event, South Pasadena will deliver to Pasadena an invoice for the Services and Pasadena will pay any undisputed amount within thirty (30) calendar days from the date South Pasadena's invoice. The invoice and payment shall each be delivered pursuant to the Notice requirements in Section 8.

9. Notice.

All notices, invoices, requests or approvals to be given under this Agreement, must be in writing and will be deemed served when delivered personally, by email, or on the third business day after deposit in the United States mail, postage prepaid, registered or certified, addressed as follows:

All notices, demands, requests or approvals to the Pasadena:
City of Pasadena Police Department
Attention: Lt. Art Chute
207 Garfield Avenue
Pasadena, California 91101

All notices, demands, requests or approvals to the South Pasadena:
City of South Pasadena Police Department
Attention: Captain Brian Solinsky
1422 Mission Street
South Pasadena, CA 91030

10. Integrated Contract.

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties. Any preliminary negotiations and agreements of any kind or nature are merged into this Agreement. No oral agreement or implied covenant may be held to vary the provisions of this Agreement. This Agreement may be modified only by written agreement signed by South Pasadena and Pasadena, and approved as to form by the City Attorneys for both cities.

11. Insurance.

Each party agrees to either self-insure in an amount not less than specified below or insure against damages or injuries which may arise from the activities contemplated by this Agreement by purchasing and maintaining for the term of this Agreement a commercial general liability insurance policy, and automobile policy, both with a combined single limit of not less than two million dollars (\$2,000,000), which policy shall include or be endorsed to include the other party as an additional insured. The Parties agree to provide evidence of such insurance upon request. Each party shall also carry Worker's Compensation Insurance for its own employees as required by law.

12. Waiver.

A waiver of any breach of this Agreement may not be deemed a waiver of any subsequent breach of the same or any other term, covenant, or condition of this Agreement.

13. Default and Termination.

13.1 Failure to Perform

If South Pasadena fails or refuses to perform any of the provisions of this Agreement, Pasadena may immediately terminate this Agreement by written notice to Pasadena.

13.2 Option to Terminate for Convenience

A Party to this Agreement may, at its sole discretion and without cause, terminate this Agreement for convenience by giving ten (10) calendar days' prior written notice to the other Party. Upon termination of this Agreement, Pasadena will pay South Pasadena any compensation earned and unpaid up to the effective date of termination.

14. Governing Law.

This Agreement will be interpreted and governed according to the laws of the State of California.

15. Venue and Jurisdiction.

South Pasadena and Pasadena agree that the Services will take place in Los Angeles County. Any litigation arising out of this Agreement may only be brought in either the United States District Court, Central District of California, or the Superior Court of California, County of Los Angeles, as appropriate. The parties agree that venue exists in either court, and each party expressly waives any right to transfer to another venue. The parties further agree that either court will have personal jurisdiction over the parties to this Agreement.

16. Survival of Provisions and Obligations.

Any provision of this Agreement, which by its nature must be exercised after termination of this Agreement, will survive termination and remain effective for a reasonable time. Any obligation that accrued prior to termination of this Agreement will survive termination of this Agreement.

(SIGNATURES ON NEXT PAGE)

This Agreement may be signed in counterpart by each party.

CITY OF SOUTH PASADENA, a Municipal Corporation

By: _____
Stephanie DeWolfe
City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Attorney Teresa Highsmith
General Counsel

CITY OF PASADENA, a Municipal Corporation

By: _____
Steve Mermell
City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Javan N. Rad
Chief Assistant City Attorney, City of Pasadena



City Council Agenda Report

ITEM NO. 24

DATE: July 17, 2019

FROM: Stephanie DeWolfe, City Manager *J.*

PREPARED BY: Mariam Lee Ko, Human Resources Manager *MLK*

SUBJECT: **Approval of Resolutions: Adopting a Memorandum of Understanding (MOU) Between the City of South Pasadena (City) and the South Pasadena Firefighters' Association, Superseding Resolution No. 7539 and Approving Job Description for Full-Time Fire Inspector; Adopting an MOU Between the City and the Police Officers' Association, Superseding Resolution No. 7530; Adopting an MOU Between the City and the Public Service Employees' Association, Superseding Resolution No. 7527 and Resolution No. 7586; Adopting an MOU Between the City and the Public Service Employees' Association – Part Time Unit, Superseding Resolution No. 7383 and Resolution No. 7480; and Approving Unrepresented Management Employee Benefits Listing and Management Salary Schedule Superseding Resolution No. 7612 and Approving Job Descriptions for Deputy Police Chief and Police Lieutenant and the Reclassification of Police Captain to Deputy Police Chief**

Recommendation

It is recommended that the City Council approve the following:

- 1) A resolution adopting an MOU between the City and the South Pasadena Firefighters' Association (FFA) superseding Resolution No. 7539 and approving job description for full-time Fire Inspector;
- 2) A resolution adopting an MOU between the City and the South Pasadena Police Officers' Association (POA), superseding Resolution No. 7530;
- 3) A resolution adopting an MOU between the City and the Public Service Employees' Association (PSEA), superseding Resolution No. 7527 and Resolution No. 7586;
- 4) A resolution adopting an MOU between the City and the South Pasadena Public Service Employees' Association – Part Time Unit superseding Resolution No. 7383 and Resolution No. 7480; and
- 5) A resolution approving unrepresented management employee benefits listing and management salary schedule superseding Resolution No. 7612 and approving job descriptions for Deputy Police Chief and Police Lieutenant and the reclassification of Police Captain to Deputy Police Chief.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Executive Summary

The prior contracts with all labor unions were signed in 2017 and expired June 30th, 2019. Those contracts did not provide for salary increases over the last two years and prior contracts provided only marginal increases. As a result, City employees have been paid significantly below average for small cities. A recent survey of compensation among comparable small cities revealed that 80% of South Pasadena employees were paid 10% - 30% below average for small cities. This creates challenges in recruiting and retaining qualified staff, and the impacts have been reflected in high turnover rates, positions going unfilled due to lack of applicants, and ultimately reduced customer service.

In order to achieve a sustainable organization the City has committed to invest in its workforce. As a service organization, people are the City's most valuable resource. Without qualified and committed employees, current service levels cannot be maintained. The labor package was negotiated to address gaps in salary to the extent possible within the budget, and to provide non-salary benefits that may not be available in larger organizations, such as greater work-life balance and support for employee wellness. These benefits include improved scheduling, interactive green work spaces, and professional development opportunities.

Further, retiree medical benefits have been adjusted for new hires to more closely align with current industry standards, thereby greatly reducing future costs to the City. In total, the package provides significant benefits to attract and retain employees within a competitive market, while managing costs and future liability.

Discussion/Analysis

In February 2019, the City initiated a comprehensive salary survey of all full-time classifications. All three full-time employee groups (POA, FFA & PSEA) attended meetings and provided input as to the comparable cities that would be utilized in the study. With the input received, the City proceeded with nine comparable cities in the study of similar size, demographics, and services and within relatively close distance in proximity to the City. Resulting data found a large majority, over 80% of the City's classifications, were 10% to 30% "off market" or below average when comparing the city's salary ranges of comparable classifications to those within the nine comparable cities.

During negotiations, City staff focused on equity across all employee groups and building a strong and sustainable organization by responsibly investing in the workforce. This was a challenge since the salary data indicated classification salary ranges were 10% to 30% below market survey average. This is likely because the City's previous two-year agreements with the all three full-time employee groups did not provide for any salary increases, though they did provide for certain increases in medical benefit contributions.

As such, the proposed MOUs reflect the agreements reached with three full-time employee groups and the unrepresented management group that is consistent with the priority of equity and

building a strong and sustainable workforce. There was also an agreement reached with the part-time association which will be discussed separately in this report. Agreements with them reflect the following approach to salary and benefit adjustments:

- Effective July 1, 2019, employees below 40th percentile of market (based on salary survey data) will be brought up to 40th percentile of market, with the exception of Police Officers who will be brought up to the 45th percentile. This will be retroactively paid effective July 1, 2019 upon City Council approval;
- If the sales tax measure scheduled for the November 2019 election is passed by the electorate:
 - Effective January 1, 2020, employees below 45th percentile of market (based on salary survey data) will be brought to a salary reflecting 45th percentile. Effective July 1, 2020, all classifications will receive a 2% cost of living salary increase.
 - Effective July 1, 2021, all classifications will receive a 2% cost of living salary increase.
- If the sales tax measure scheduled for the November 2019 election is not passed by the electorate, then no further salary increases beyond 40th percentile of salary survey average will come into effect. (With the exception of the Police Officer classification, which will be brought up to 45th percentile or market survey average on July 1, 2019.)
- Effective July 1, 2020, the City's monthly contributions to health insurance for full-time employee-only plan will increase up to \$200 per month for a maximum of \$825.00. This is significant as in prior labor agreements, increases in contributions were made to employee with dependent plans, whereas employee-only contributions to medical benefit plans have not increased in over ten years.
- Effective December 2019, a Winter Holiday Closure will be observed and City Hall will be closed from December 25 to January 1, providing employees with three additional paid holidays. This is not applicable to public safety – first responders, which will remain fully operational.
- Effective September 2019, a 4/10 work schedule will be adopted and City Hall will be open to the public from Monday to Thursday from 7:30 AM to 6:00 PM and closed every Friday. All other departments, if feasible, will transition to a 4/10 schedule by December 31, 2019. This does not include emergency responders, community services, and library services, which will maintain their current hours.
- Updates to all MOUs include language to comply with the Janus decision and Senate Bill 866, clarifying employee organization membership information sharing and dues collection practices. It also confirms important public sector labor relations practices regarding access to new employee orientation.
- The procedure for cash out leave for all full time employee groups has been revised to assure IRS compliance.

In addition to the above-listed items that were agreed upon with all three full time employee groups, below is a summary of additional salary and benefits adjustments that are unique to each bargaining group:

Public Service Employees' Association (PSEA) Full Time (FT)

The PSEA full-time employees is comprised of administrative services, public works, community services, and library services. The City accomplished a three year agreement with this group which includes salary increases and all the benefits mentioned above as well as the following:

All new hires beginning July 1, 2020, will receive a capped retiree medical benefit dictated by Public Employee Medical & Hospital Care Act (PEMHCA) minimum , however all current employees will maintain the current benefit amount.

Additionally, the City will provide a cash out option for vacation leave of up to 80 hours, rather than the previous agreement of up to 54 hours of sick leave. This practice is consistent with the City's commitment to allow employees to use sick leave when needed, rather than cashing it out.

Police Officers' Association (POA)

The Police Officers' Association represents sworn and non-sworn employees who work in the Police Department. The City reached a three year agreement with this group which included salary increases and new benefits as well as structural changes to the department. As part of negotiations with the POA, the City commissioned a study of the existing Police Department organizational structure. As a result of the study, a realignment at the management level of the Police Department is being proposed to provide for better allocation of resources within each division of the department and to provide for promotional opportunities. Recommendations that will be implemented include the reclassification of the existing Police Captain to Deputy Police Chief. Additionally, as proposed, promotional opportunities within the department will be made available with the creation of two Lieutenant positions. This change will lower the total number of full time employees by one, as there is an existing vacancy in a second Police Captain position that will not be filled and will be eliminated.

Similar to the PSEA Full Time unit, the City will provide a cash out option for vacation leave of up to 80 hours. This practice is consistent with the City's commitment to allow employees to use sick leave when needed, rather than cashing it out.

Lastly, there has been clarifying language included with regard to overtime, compensatory time off (CTO) and FLSA and a 28 day work period under 7K of the FLSA was also included.

Firefighters' Association (FFA)

The City reached a three year agreement with the Firefighters' Association which includes the proposal of a new full time position as well as salary increases and new benefits, a new full time Fire Inspector position is proposed. The City is currently budgeted for two part time Fire Inspector positions. As proposed, the two part time positions would be converted to one full time position in order to provide improved customer service.

Additionally, the City agreed to provide Captains and Engineers specialty pay equal to 5% of base salary for maintaining their paramedic certification. Due to the size of the department this certification is needed to maintain the level of service currently provided to residents.

Lastly, clarifying language was added to update and describe the “Additional Assignments and Pay” portion of the MOU. Other minor changes unique to the FFA pertain to administration of uniform allowances and paramedic and fitness bonuses were agreed upon.

Management Employees

There are 28 management employees. Management employees are unique in that they are unrepresented, and any changes to terms and conditions of their employment are not subject to the Meyers-Milias-Brown Act, and can be implemented by legislative action of the City Council. Management employees are at-will, and held accountable to the City Manager for both individual performance and for the performance of their subordinate staff and effectiveness of the operations which they manage.

Management compensation and benefits are based on market salary survey data, the City’s financial condition, the City’s goal to retain and attract employees and build a strong and sustainable workforce, and the performance of the organization in relation to Council-established goals and objectives.

Management employees are proposed to receive the same salary and benefits as all other full time employee groups.

As part of the Police Department reorganization, there are two new job descriptions proposed; Deputy Police Chief and Police Lieutenant as well as the reclassification of Police Captain to Deputy Police Chief.

Similar to the PSEA Full Time unit, All new hires beginning July 1, 2020, will receive a capped retiree medical benefit dictated by Public Employee Medical & Hospital Care Act (PEMHCA) minimum, however all current employees will maintain the current benefit amount. Lastly, similar to the PSEA Full Time unit, the ability to cash out up to 80 hours of vacation leave is proposed, which would be a new benefit for management employees.

PSEA Part Time (PT)

The City and PSEA Part Time unit have agreed to a four-year agreement term which includes the removal of the part time classification of Secretary that was identified as vacant and not utilized by the City for a number of years. As part of the agreement there is a proposed increase in hourly pay rates for certain classifications affected by the minimum wage increases and the resulting compaction. If approved by City Council, the agreement would be effective July 22, 2019, which is the beginning of payroll following the City Council meeting.

The City is required to comply with the State of California Minimum Wage Order which raises minimum wage up to \$15.00 per an hour in 2022. Compliance with this state mandate, raises compaction of salary issues between classifications

Background

California Government code section 3500, et seq., (Meyers-Milias-Brown Act) requires that public employers meet and confer regarding wages, hours, and other terms and conditions of

employment. City staff and the representatives of the Public Service Employees' Association, Part Time Employees' Association, Firefighters' Association and the Police Officers' Association began negotiations in April 2019 regarding terms for new Memoranda of Understanding (MOU) as the previous terms for the above-listed employee groups was set to expire on June 30, 2019. The proposed MOUs reflect the agreements reached with each employee group/Association. Accordingly, each MOU presented for City Council approval has been approved by each Association's governing board and their respective memberships. City staff was able to reach agreement with all three full-time employees groups (POA, FFA & PSEA) for a three-year term. City staff was able to reach agreement with the Part Time Employee's group for a four-year term, addressing all mandatory California Minimum Wage mandates from 2019-2022. Three and four-year labor agreements with represented employees are advantageous as it will promote stability within the organization, and enable the City to more accurately forecast expenses in the next three to four years. Additionally, a resolution listing the compensation and benefits for management employees for the next three years is included.

Legal Review

The City Attorney and the City's legal counsel from the firm of Liebert, Cassidy and Whitmore have reviewed the item and the attached resolutions, MOUs and salary schedules.

Fiscal Impact

The labor package results in an annual fiscal impact of approximately \$800,000, of which \$750,000 will be general fund monies. The labor package will be funded with a combination of user fees, savings from restructuring and offsetting general fund costs with local returns dollars. If the sales tax passes in November, 2019, the City has agreed to further increases which would incur an additional \$750,000 annually, of which \$650,000 annually will be from the general fund.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachments:

- 1) A resolution adopting an MOU between the City and the South Pasadena Firefighters' Association (FFA), superseding Resolution No. 7539 and approving job description for full-time Fire Inspector;
- 2) A resolution adopting an MOU between the City of South Pasadena and the South Pasadena Police Officers' Association (POA), superseding Resolution No. 7530;
- 3) A resolution adopting an MOU between the City and the Public Service Employees' Association (PSEA), superseding Resolution No. 7527 and Resolution No. 7586;
- 4) A resolution adopting an MOU between the City and the South Pasadena Public Service Employees Association superseding Resolution No. 7383 and Resolution No. 7480; and
- 5) A resolution approving unrepresented management employee benefits listing and management salary schedule superseding Resolution No. 7612 and approving job descriptions for Deputy Police Chief and Police Lieutenant and the reclassification of

Approval of MOU with Employee Groups
July 17, 2019
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Police Captain to Deputy Police Chief

ATTACHMENT 1

A resolution adopting an MOU between the City and the South Pasadena Firefighters' Association (FFA), superseding Resolution No. 7539 and approving job description for full-time Fire Inspector

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
ADOPTING A MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SOUTH PASADENA AND
THE SOUTH PASADENA FIREFIGHTERS' ASSOCIATION,
SUPERSEDING RESOLUTION NO. 7539 AND APPROVING
JOB DESCRIPTION FOR FULL-TIME FIRE INSPECTOR**

WHEREAS, California Government Code Section 3500, et seq., (the Meyers-Milias-Brown Act) requires that public employers meet and confer regarding wages, hours, and other terms and conditions of employment; and

WHEREAS, in April 2019, the City conducted a salary survey of compensation for all full-time classifications, which served as the data upon which compensation considerations were made, comparing salary data with nine other comparable public agency cities of similar size, demographics and services to the public; and

WHEREAS, the City's negotiating team met and conferred with the South Pasadena Firefighters' Association (FFA) representatives on numerous occasions to discuss terms and conditions of employment; and

WHEREAS, during this time, the FFA agreed to the addition of a new full-time Fire Inspector classification; the job description for this classification is attached hereto as "Exhibit B;" and

WHEREAS, the City and the FFA has agreed to the terms included in the attached Memorandum of Understanding attached hereto as "Exhibit A."

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. Exhibit A and Exhibit B are approved and adopted by the City Council of the City of South Pasadena.

SECTION 2. The City Clerk of the City of South Pasadena shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

PASSED, APPROVED AND ADOPTED ON this 17th day of July, 2019.

Marina Khubesrian, M.D., Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, City Clerk
(seal)

Teresa L. Highsmith, City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 17th day of July, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

EXHIBIT A

**CITY
of
SOUTH PASADENA**

AND

**FIREFIGHTERS' ASSOCIATION
MEMORANDUM OF UNDERSTANDING**

2019-2022

EFFECTIVE JULY 1, 2019 – JUNE 30, 2022

**CITY OF SOUTH PASADENA
MEMORANDUM OF UNDERSTANDING
2019-2022**

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1. PARTIES, TERMS AND CLASSIFICATIONS RECOGNIZED

1(a) RECOGNIZED REPRESENTATIVES

The City recognizes the SOUTH PASADENA FIREFIGHTERS ASSOCIATION hereinafter referred to as the "Association" as the exclusive representative for all full-time officers and employees, excepting the classifications of Fire Chief, Deputy Chief, Fire Intern, and Administrative Secretary of the South Pasadena Fire Department.

1(b) REPRESENTED CLASSIFICATIONS

Existing Classifications: The following are the classifications represented by the Firefighters Association:

A.....Captain	C.....Firefighter/Paramedic
B.....Engineer	D.....Firefighter
	E.....Fire Inspector

1(c) PARTIES

This Memorandum of Understanding hereinafter referred to as the "MOU" is made and entered into by and between the City of South Pasadena, a Municipal Corporation hereinafter referred to as the "City", and the Association pursuant to Government Code section 3500 et. seq.

1(d) TERM OF AGREEMENT

This Memorandum of Understanding shall be in effect on July 1, 2019 and shall continue in full force until June 30, 2022.

1(e) REOPENERS

This MOU shall be subject to a reopener at direction of the City Council, upon adoption by the City Council of a Resolution evidencing a finding by the Council that any or all of the following events have occurred during the 2019-2020, 2020-2021, or 2021-2022 fiscal years:

Five percent (5%) or greater reduction in general fund revenues during each fiscal year for the period July 1 through December 31 compared to the immediately preceding same period of time; and/or the period January 1 through June 30 and the same preceding period of time. The decline, if any, shall be measured by receipts during the applicable

period of time, (Revenue reductions attributed to state withholding of local funds, shall be included in measuring the five percent (5%) reduction),

Although invocation of this Article shall not in and of itself constitute a revocation of terms and conditions of employment , such provisions shall be subject to the meet and confer process conducted pursuant to this reopener.

PERSONNEL RULE REOPENER: During the term of this MOU, the City may reopen the meet and confer process regarding the amendment of existing personnel rules and regulations and adoption of successor rules and regulations. However, the parties agree that no Personnel Rule proposals/changes shall modify any provision of the MOU.

HEALTH INSURANCE REOPENER: The City may reopen negotiations on the issue of health insurance benefits or cafeteria plan (including, as to both, but not limited to, plan benefits or structure, City or employee contributions and/or opt out amount or requirements) in order to avoid penalties or taxes under the ACA or other statutory scheme that may result from an interpretation of the ACA or other statutory scheme by the Internal Revenue Service or other federal agency (including, but not limited to, a revenue ruling, regulation or other guidance) or state agency, or a ruling by a court of competent jurisdiction.

EERR REOPENER: The City may reopen negotiations during the terms of this MOU on the issue of revising the City's Employer-Employee Relations Resolutions ("EERR"). Negotiations regarding the EERR shall be pursuant to meet and consult only.

2. ASSOCIATION RIGHTS

2(a) DUES AND BENEFITS DEDUCTIONS

The City shall continue to deduct dues and Association-sponsored benefit program premiums on a regular basis from the pay of all members who have authorized these deductions in writing. The Association shall retain any written authorizations and shall submit to the City a certified list of members and the amount to be deducted for each and shall update that list after members are added or withdraw or when the withholding amount changes. The updated list shall be provided to the City promptly. The City may request a copy of a member or member's signed authorization

card when there is a dispute. The City shall remit such funds to the Association within thirty (30) days following the deduction. The Association agrees to hold the City harmless and indemnify the City against any claims, causes of action, or lawsuits arising out of the deductions or transmittal of such funds to the Association, except the intentional failure of the City to transmit monies deducted from the employees pursuant to this Article to the Association.

2(b) CHANGE OF STATUS REPORT

The City shall send to the Association on a monthly basis a change-of-status record of those Association members who are terminated, on leave-of absence, or temporarily disabled.

2(c) GRIEVANCE REPRESENTATION

The City shall provide for the following rule on representation and grievance procedures:

An employee with a grievance may select a representative from the association to assist the employee in utilizing the grievance procedure:

1. The representative shall obtain approval of his/her immediate supervisor before spending any work time in activity related to the grievance procedure. Representatives may spend the time needed to expeditiously conduct the following activities: discuss matters with grievant, record information, advise or recommend action, assist in completion of documents necessary to grievance processing, investigate allegations that may form the basis for the grievance, and if so requested, appear with the grievant at all levels of grievance resolution. This activity may be undertaken without reprisal, discrimination or intimidation.

The following steps shall be taken to ensure that this activity does not interfere with the ongoing operations of the Department:

2. The representative may not leave his/her workstation or enter a work location under the supervision of other than his immediate supervisor without obtaining prior approval of the concerned supervisors.
3. No overtime pay will be paid for any time spent in the processing of grievances and the time spent on grievance representation and

processing shall not be considered “hours worked” for purposes of overtime calculations.

3. MANAGEMENT RIGHTS

The City retains all its exclusive rights and authority under federal and state law and the City Code, and expressly and exclusively retains its management rights, which include, but are not limited to:

- a. The exclusive right to determine the mission of its constituent departments, commissions, boards;
- b. Set standards and levels of service;
- c. Determine the procedures and standards of selection of employment and promotions;
- d. Direct its employees;
- e. Establish and enforce dress and grooming standards;
- f. Determine the methods, means and numbers and kinds of personnel by which government operations are to be conducted;
- g. Determine the content and intent of job classifications;
- h. Determine methods of financing;
- i. Determine the style and/or types of City-issued wearing apparel, equipment or technology to be used;
- j. Determine and/or change the facilities, methods, technology, means, or organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted;
- k. Determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions, including but not of the limited to, the right to contract for or sub-contract any work or operations of the City;
- l. To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice;

- m. Establish and modify productivity and performance programs and standards;
- n. Discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees in accordance with applicable law;
- o. Establish employee performance standards including, but not limited to, quality and quantity standards, and to require compliance therewith;
- p. Take all necessary actions to carry out its mission in emergencies and;
- q. Exercise complete control and discretion over its organization and technology of performing its work.

The exercise by the City of its management rights shall not in any way, directly or indirectly, supersede the City Personnel Rules and MOU'S. Except in emergencies or when the City is required to make changes in its operations because of the requirement of law, whenever the exercise of management rights shall impact on members of the bargaining unit in their wages, hours, or other terms and conditions of employment, the City agrees to meet and confer with representatives of the Association, at their request, regarding the impacts of the exercise of such rights, unless the matter of the exercise of such rights, is provided for in the MOU, or in the Personnel Rules and Salary Resolutions. By agreeing to Meet and Confer with the Association as to the impacts of the exercise of the foregoing management rights, management's discretion in the exercise of these rights shall not be diminished.

4. COMPENSATION

4(a) SALARY SCHEDULE ADJUSTMENTS

Effective July 1, 2019, salaries for classifications subject to this MOU are set forth in Appendix A.

If a sales tax increase is approved by the City's voters in the November 2019 election:

- 1. Effective January 1, 2019, salaries for classifications subject to this MOU will be as set forth in Appendix B;

2. Effective July 1, 2020, salaries for classifications subject to this MOU will be as set forth in Appendix C, which represents a 2% increase over Appendix B; and
3. Effective July 1, 2021, salaries for classifications subject to this MOU will be as set forth in Appendix C, which represents a 2% increase over Appendix C.

If the sales tax increase is not approved by the City's voters in the November 2019 election, Appendix A shall be in effect throughout the term of the MOU.

4(b) MOVIE DETAILS

A standardized movie detail pay scale will be applied to all Fire Department ranks at a flat rate of \$70.00 per hour for those details worked through December 31, 2019. That rate shall increase to \$80 per hour for details worked on or after January 1, 2020 and to \$90 per hour for details worked on or after January 1, 2021. The following movie detail policy applies to all members covered by this agreement:

Definition: FSO shall be the abbreviation for the Fire Safety Officer.

Any FSO scheduled to work a movie detail shall be paid a minimum of eight (8) hours.

An FSO who is notified of a cancellation of his/her movie detail 24 hours or less from the scheduled start time of the detail shall be paid for the entire scheduled detail.

An FSO who is notified of a change in scheduled hours of his/her movie detail 24 hours or less from the scheduled start time shall be paid for the originally scheduled hours, or the re-scheduled hours, whichever is greater.

In the event a member would otherwise be forced hired for a movie detail, the Association agrees that a Deputy Chief, who is an employee of the City of South Pasadena will be allowed, but not required, to work the movie detail.

Employees on leave pursuant to Labor Code section 4850 may not work on movie details.

Employees on modified light duty or non-work related injury leaves may be eligible to work movie details if they are cleared medically to do so, by a City approved physician.

4(c) ACTING APPOINTMENTS

Terms: Employees who work one or more shift(s) in a higher classification shall thereafter be paid acting pay equal to the first step of the applicable range of salary of that higher acting classification and in no case less than 5% above the applicable base salary of the affected employee until completion of the acting assignment. Management shall have the discretion to staff vacancies by either rank-for-rank appointments or “move-up” or “move down” acting appointments whereby employees who are deemed qualified to act in a higher/lower classification, are temporarily utilized to staff the higher/lower classification vacancy. An employee is deemed qualified for an acting appointment if: 1) the employee is a full-time City of South Pasadena Fire Department employee and 2) the employee has successfully passed all portions of the applicable exam, e.g., engineers or captains test, and meets all requests on the current job flier for the rank in which the employee shall be acting. An employee who “moves down,” shall not be subject to a decrease in compensation. It shall be the goal of management to take reasonable steps to provide that vacation picks, floating holidays and shift assignments shall not be impacted by an employee’s acting status.

4(d) OVERTIME CALCULATIONS

With the exception of sick leave, paid Time-Off shall be considered time worked for the purposes of calculating overtime. If an employee uses sick leave during a 12 day work period, the time out on sick leave shall not count as hours worked in calculating whether the employee is entitled to overtime pay for that 12 day work period. However, if the employee works non-scheduled shifts during a 12 day work period in which sick leave is taken, all the time actually worked during the non-scheduled shifts is considered hours worked in determining whether the 91 hour threshold for overtime pay has been exceeded in that 12 day work period, except where the non-scheduled shifts are worked pursuant to a shift trade with another employee.

The City has established a Fair Labor Standards Act (“FLSA”) 7(k) overtime exemption for its sworn employees, setting the work period at twelve (12) days. For non-sworn employees, the seven (7) day workweek

shall apply. The workweek or work period for each employee will be noted in their personnel file.

2017-2019 MOU Resolution of Overtime Calculation Dispute

The City and the Association discovered during the negotiations leading to agreement on the terms of this MOU that payroll has been calculated incorrectly over a period of time. Specifically, (1) vacation time has not been included in time worked for purposes of calculating overtime; and (2) in those FLSA 7(k) 12 day work periods in which no vacation time was taken, unit members were overpaid by five (5) hours at straight time rates. In order to resolve any and all disputes the City and the Association may have regarding the incorrect payroll calculations, and to avoid grievances, lawsuits and/or other legal actions, the City and the Association agree as part of this MOU as follows:

Beginning the first full pay period starting after the approval and adoption of the MOU by the City Council:

1. The City shall include vacation time in time worked for purposes of calculating overtime;
2. The City shall no longer pay the additional five (5) hours at straight time rates for any FLSA 7(k) 12 day work period;
3. The City agrees not to seek to collect any overpayments received by unit members resulting from the miscalculation of payroll described above; and
4. The Association agrees not to seek to collect any underpayments made to its members resulting from the miscalculation of payroll described above, nor assist any of its members to do so.

The City also increased the vacation balances and accrual caps for all unit members employed by the City before June 1, 2017, by a total of 192 hours.

5. RETIREMENT BENEFITS (SUBJECT TO AB 340 LANGUAGE BELOW)

5(a) CALPERS (SWORN)

1. 2% at 50: The City agrees to continue its current contract with PERS to provide all classic Fire Safety Employees with the 2% at age fifty option (Government Code Section 21362.) Classic members are those that do not meet the definition of "new member" under the California Public Employees' Pension Reform Act of 2013 ("PEPRA").
2. Veterans: The City shall contract with PERS to provide for veterans to buy back military service time (Government Code Section 20996.)
3. The City shall provide the Post Retirement Survivor Allowance benefit, Level 4 (Government Code Section 21624, 21626, 21628.)
4. The City has adopted a resolution implementing IRS Section 414(h)(2). This article shall be operative only as long as the State of California pick up of employee retirement contributions continues to be excludable from gross income of the employee under the provisions of the Internal Revenue Code.
5. Sick Leave Conversion: The City agrees to contract for the benefit of sick leave conversion pursuant to Section 20862.8 and 20963 of the California Government Code.
6. Highest one year: Effective January 1, 1982, the computation for retirement benefit for each classic employee in the bargaining unit shall be computed on their highest single year's salary pursuant to Section 20042 of the State Government Code.
7. City Paid Portion Employee's Share: Effective July 1, 2013. All classic sworn unit members shall pay 100% of the statutorily required member contribution.

AB 340 (the California Public Employees' Pension Reform Act of 2013, "PEPRA") as it may from time to time exist, shall in its entirety be given full force and effect . Any provision in this MOU which contradicts any provision of PEPRA, shall be deemed null and void, with the contrary PEPRA provision(s) being given full force and effect. Therefore, no provision of PEPRA shall be

deemed to impair any provision of any MOU, Agreement, Rule or Regulation.

“New members” as defined by PEPRA on and after January 1, 2013, shall individually pay an initial Member CALPERS contribution rate of 50% of the normal cost rate for the Defined Benefit Plan in which said new member is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater. (Government Code section 7522.30)

“New members” as defined by PEPRA on and after January 1, 2013, shall be enrolled in SAFETY OPTION PLAN TWO (2.7% at 57) (Government Code section 7522.25(e)).

All “new members” shall have their final compensation determined by reference to the highest average annual pensionable compensation earned by the member during a period of 36 consecutive months immediately preceding retirement or other 36 consecutive month period as allowed by Government Code § 7522.32(1).

8. CalPERS (NON-SWORN)

a) Classic non-sworn members (e.g., Fire Inspector) shall be enrolled in the CalPERS 2% @ 55 retirement formula. Classic non-sworn members shall pay the entire statutory employee contribution to CalPERS;

b) Non-sworn “New Members” shall be enrolled in the CalPERS 2% @ 62 formula and shall pay the PEPRA mandated contributions (as described above).

9. RETIRED EMPLOYEE’S MEDICAL COVERAGE

Former and present employees who became/become annuitants prior to July 1, 2012 shall receive City payment of 100% of the medical insurance premium for the retired employee only. Payment will be based on the actual employee only premium for insurance programs offered through PERS prior to being Medicare eligible and based upon PERS supplemental plans that mandate enrollment upon becoming Medicare eligible. As regards unit employees hired on or after the date of City Council adoption of a

2012-14 MOU or resolution of an impasse regarding the 2012-13 fiscal year, the City contribution to an individual employee's health benefit plan on retirement shall be as prescribed in Government Code section 22892 and shall therefore be in an equal amount for both active employees and annuitants, as that amount may from time to time be adjusted upward and/or downward. (9-1012) As regards all unit employees employed by the City prior to City Council adoption of a 2012-14 MOU, or resolution of an impasse regarding the 2012-13 fiscal year, and who become retirees on and after July 1, 2012, the City contribution to an individual retiree's health benefit plan shall be in the amount of \$625 monthly, subject to CALPERS – mandated reductions in coordination with Medicare coverage.

6. INSURANCE BENEFITS

6(a) MEDICAL INSURANCE

The City's maximum monthly contributions toward medical insurance will be as follows:

Employee only	\$ 625
Employee + 1	\$ 1,025
Employee + family	\$ 1,200

Beginning July 1, 2020, the City's monthly contributions toward medical insurance will increase as follows:

Employee only	\$ 200 = \$ 825
Employee + 1	\$ 0 = \$1,025
Employee + family	\$ 0 = \$1,200

The additional \$200 per month for employee only coverage shall be made to a Health Reimbursement Account ("HRA") in the employee's name. The extra \$200 per month for employee only coverage shall only be made to the HRA if the employee's health insurance premium exceeds \$625 per month. It shall not result in additional cash in lieu of insurance.

6(b) DENTAL INSURANCE

1. The City agrees to provide \$75.00 per month for employee and dependent dental coverage.
2. The City agrees to work with the Association in the investigation of other potential dental insurance carriers as long as the cost to the City for a new carrier does not exceed the current \$75.00 per month.
3. The above dental fund shall be paid by adding \$75.00 to the above cafeteria plan.

6(c) LIFE INSURANCE

Employee Coverage: Effective July 1, 1992, the City agreed to provide for each employee in the bargaining unit a life insurance policy in the sum of fifty thousand dollars (\$50,000).

6(d) VISION CARE

Employee and Dependent Coverage: It is agreed that the City will pay up to \$20.00/mo. of the employee and dependent premium. Said amount shall be paid by being added to the above cafeteria plan.

6(e) LONG TERM DISABILITY

1. The City will contribute 100% of the full cost of a Long-Term Disability policy (LTD) for every employee represented by the Association. The LTD policy shall have a 30-day or the total amount of accumulated sick leave (whichever is greater) per illness and/or injury elimination clause, which will cover sick leave and will pay two-thirds of monthly salary. The City or insurance carrier may require reasonable proof of disabling illness.
2. Benefits shall be to a maximum of one (1) year on a disability and/or illness. The City Manager may, in the event of extenuating circumstances, extend benefits for up to one additional year. Said LTD policy shall thereafter be kept in force and effect, but the City's contribution shall remain constant at the entry level, subject to change only by mutual consent.

6(f) OPT OUT PROVISION

Employees must enroll in an available City health program unless they opt out. An employee may receive cash in lieu for opting out of the City's health program if he/she provides the following: (1) proof that the employee and all individuals for whom the employee intends to claim a personal exemption deduction for the taxable year or years that begin or end in or with the City's plan year to which the opt out applies ("tax family"), have or will have minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan year to which the opt out arrangement applies ("opt out period"); and (2) the employee must sign an attestation that the employee and his/her tax family have or will have such minimum essential coverage for the opt out period.

An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year. The opt-out payment cannot be made and the City will not make payment if it knows or has reason to know that the employee or tax family member does not have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied.

If the employee chooses to opt out and provides the attestation described above, the employee shall receive cash in lieu in the amount of \$300 per month. Cancellation of the coverage becomes effective on the first day of any month after the 45 day written notice is received.

6(g) RE-ENROLLMENT PROVISION

Employee who opts out under Section 7(f) may choose to re-enroll in the MEDICAL INSURANCE coverage as provided by the City of South Pasadena. Employee who wishes to re-enroll may do so only during the open enrollment period unless a qualifying event or retirement occurs, which will then permit the employee to re-enroll before the next open enrollment period.

6(h) IRS 125 PLAN

The City has implemented an IRS 125 Plan. The plan shall only be utilized to fund health insurance premiums (medical, dental, vision).

7. RECOGNIZED HOLIDAYS

The City shall grant the following holidays to all employees, including regular (permanent) part-time employees:

1. January 1New Year's Day
2. 3rd Monday in FebruaryPresident's Day
3. Last Monday in May.....Memorial Day
4. July 4.....Independence Day
5. 1st Monday in SeptemberLabor Day
6. 2nd Monday in OctoberColumbus Day
7. November 11.....Veteran's Day
8. 4th Thursday in NovemberThanksgiving Day
9. 4th Friday in NovemberFriday after Thanksgiving
10. December 25Christmas Day

Holiday Shift: For the purpose of this MOU, a holiday is defined as a 12-hour period.

Holiday Pay: Any employee whose regular schedule does not require the employee to work on a Holiday shall be paid at the rate of twelve (12) hours of straight time. Any employee whose regular schedule requires the employee to work on a holiday shall be paid for a 12-hour holiday in addition to their salary for the shift.

8. FLOATING HOLIDAYS

8(a) ACCRUAL RATES

Two floating holiday shifts are granted to the employee during each fiscal year after (6) months of employment at his/her request at a time he/she selects, which meet the approval of the department head. A floating holiday shift shall be defined as a 24-hour period.

8(b) USE OF FLOATING HOLIDAYS

Each employee is entitled to two (2) Floating Holiday shifts between July 1 and June 30 of each fiscal year. These floating Holidays may be taken either in time off or in pay, subject to the irrevocable election requirement set forth in Section 10(h). Floating Holidays may not be carried over.

9. VACATION

All vacation time shall be subject to the exceptions set forth in Section 4(d) of this MOU, entitled "Overtime Calculations," where applicable.

9(a) ACCRUAL RATES

It is understood that vacation is earned as per this Vacation Time Schedule Chart:

VACATION TIME SCHEDULE CHART

YEARS OF SERVICES	SHIFTS OF VACATION
0 - 2 YEARS	8 SHIFTS
3 - 4 YEARS	9 SHIFTS
5TH YEAR	10 SHIFTS
6 - 10 YEARS	11 SHIFTS
11 - 15 YEARS	12 SHIFTS
16 - 20 YEARS	13 SHIFTS
21 - 24 YEARS	14 SHIFTS
25TH YEAR & OVER	17 SHIFTS

9(b) MAXIMUM ACCUMULATION

It is the goal of association members and the City that no more than a one-year allocation of shifts as per the Vacation Time Chart be accumulated. It shall be incumbent upon the Fire Chief to ensure that employees are allowed time off. If, an employee's vacation accumulation exceeds the equivalent of eighteen (18) months worth of accrual, the employee's vacation accrual will cease until it falls below eighteen (18) months. For employees hired before June 1, 2017, this cap shall be increased by 192 hours.

9(c) BUY-BACK

Vacation: Upon the request of a member and the approval of the Fire Chief, a member will have the option of payment in lieu of time-off for up to three (3) 24 hour shifts each fiscal year, subject to the irrevocable election requirement in Section 10(h).

10. SICK LEAVE

10(a) ACCRUAL RATES

1. Employees shall accrue paid sick leave at the rate of 5.54 hours per pay period.
2. Employees will not accrue any sick leave while on leave of absence without pay.
3. One sick leave day is equivalent to one 24-hour shift.

10(b) MAXIMUM ACCUMULATION

Employees shall be allowed to accumulate unlimited sick leave. At the employee's termination, the accumulated sick leave hours shall have no cash value.

10(c) SICK LEAVE INCENTIVE

1. At the end of each fiscal year, employees who have accumulated 240 hours of sick leave may convert up to 48 hours accumulated sick leave to cash at the rate of one hundred percent (100%).

For employees hired on or after July 1, 2000, a maximum of 24 hours combined during their first and second years of employment, if those hours are accumulated and unused.

After the second year of employment, employee is eligible for the regular buy-back incentive.

2. Please note that all buy-backs shall be implemented one time each fiscal year and paid by a separate payroll check between the first and second regular payrolls that end in July. This will be subject to the irrevocable election procedure in Section 10(h). The individual seeking a buy-back shall be employed as of June 30 of any year where a buy back is applicable. Employees' sick leave accumulation balance will be decreased by the corresponding number of hours the employee has received in cash buy-back.
3. Sick leave transferred to another employee's sick leave bank will not be counted for the purposes of the incentive buy-back program.

10(d) CONVERSION TO CALPERS SERVICE CREDIT

Employees on service retirement may convert unused accumulated sick leave to service credits based on the formula set forth by CalPERS. Unused sick leave for which an employee receives cash, cannot be converted to CalPERS service credits. According to CalPERS, in order to receive sick leave credit, the employee's retirement date must be within 120 days from the date of separation from the City.

10(e) USE OF SICK LEAVE

Though employees may accumulate unlimited sick leave hours, sick leave usage may not be excessive and/or abused. The City does recognize however, that there may be extraordinary circumstances in which an employee may experience a catastrophic illness or accident that may require a use of excessive amount of sick leave.

Employees must give their immediate supervisor reasonable advance written or oral notice. If the need for sick leave is not foreseeable, the employee shall provide written or oral notice of the need for the leave as soon as practicable.

Employees shall be entitled to use accrued paid sick days beginning on the 90th day of employment, after which day the employee may use paid sick days as they are accrued.

Accumulated sick leave may be used for the following:

- (1) **Employee's own illnesses** that may cause the employee to miss work or attend a medical appointment. The City shall have the option to require a doctor's certification of the adequacy of the employee's absence during the time for which sick leave was requested.
- (2) **Employee's family member's illness**
Employees may use their accrued and available sick leave in an amount up to one half of what an employee accrues annually to attend to the illness of any of the following of the employee's family members: child of any age or dependency status; parent; parent-in-law; spouse, registered domestic partner, grandparent; grandchild; or sibling.
- (3) **Employee who is a victim of domestic violence**

Employees may use their accrued and available sick leave to (a) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health, safety, or welfare of the employee or his or her child; or (b) to obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety

10(f) SICK LEAVE USED ON HOLIDAYS

If an employee uses sick leave during a holiday, the time shall be deducted from the employee's sick leave and the holiday pay will remain. A holiday shall be defined as beginning at 7:00 a.m. of the day the holiday actually occurs and continue until 7:00 a.m. the following day. This definition shall be used only for the purpose of determining whether or not a firefighter uses sick leave during a holiday.

10(g) VERIFICATION OF SICK LEAVE

1. The City shall have the option to require a doctor's verification of the adequacy of the reason for an employee's absence during the time for which sick leave was requested only after three consecutive sick leave shifts are used.
2. If the employee has a history or pattern of sick leave misuse or overuse, to the extent allowed by law, the City may require written verification or medical documentation even if the employee does not use three consecutive shifts of sick leave as outlined above. Examples of misuse or overuse include but are not limited to:
 - Use of sick leave in conjunction with vacation, trades, or other authorized leave.
 - Significantly lower number of accumulated sick leave hours than the average of other employees.
 - Significantly higher number of sick leave days taken compared to other employees.

10(h) IRREVOCABLE ELECTION REQUIREMENT FOR LEAVE BUY BACKS/CASH OUTS

Beginning in December, 2019, and each December thereafter, employees who wish to have the City buy back floating holidays under Section 8(b), vacation under Section 9(c) or sick leave under Section 10(c) in the

following calendar year, shall make an irrevocable election and submit it to the City, in writing in December, as to the number of hours they want to cash out the following calendar year. The election for floating holidays under Section 8(b) shall be an election based on those hours that the employee will receive on July 1 of the next calendar year. The election for vacation under Section 9(c) or sick leave under Section 10(c) shall be an election based on the accrual of those leaves between January 1 through June 30 of the next calendar year. Employees must meet all other existing requirements to cash out leave under these sections. Payment for eligible cash outs will be made in July.

The City shall make a form available to employees to make the irrevocable election.

11. BEREAVEMENT LEAVE

11(a) ACCRUAL RATES

Employees shall receive a total of four (4) shifts of paid Bereavement and Family Illness Leave each fiscal year.

11(b) USE OF BEREAVEMENT LEAVE

Use of Bereavement Leave shall be limited to two (2) occurrences per fiscal year, and two (2) shifts per occurrence.

Employees may use Bereavement Leave for the preparation and/or attendance of services of a family member. For the purposes of Bereavement Leave, family members shall include: spouse, registered domestic partner, parents, step-parents child, stepchild, grandparents, grandchildren, brother(s) and/or sister(s). Bereavement Leave may be granted by the City Manager for other family members that the employee has shown close relations. Additional occurrences shall be deducted from the employee's own sick leave.

12. UNIFORMS

Uniform Replacement Allowance: Effective upon City Council adoption of the 2012-14 MOU, \$500.00 per fiscal year for the purchase of uniforms for sworn employees and Uniform Maintenance Allowance: \$225.00 per sworn employee per fiscal year.

Class "A" Uniform: new employees who successfully complete their probationary period will be provided with one (1) Class "A" uniform. The

definition of a class "A" uniform will be established by way of a memorandum. Any proposed change to the list of items shall be discussed with department members prior to implementing the change.

13. WORKING CONDITIONS

13(a) ADDITIONAL DUTIES

It is agreed that during the term of this MOU, Fire Department personnel, with full understanding that emergency fire, medical and related duties shall be given highest priority, will perform from time-to-time the following additional duties:

1. Inspections: Firefighters will in conjunction with the Fire Department conduct inspections, check City business licenses.
2. Volunteer Training: Firefighters will train Fire Volunteers pursuant to State Firefighter I Certification Program.

13(b) MEALS

1. Meals Together: Effective upon the execution of this MOU, the City shall amend the South Pasadena Municipal Code so as to include a requirement that all shift personnel through and including the rank of Division Chief shall be required to eat all on-duty meals together.

13(c) WORK SCHEDULE (SWORN)

1. Work Week Defined: For all members of the bargaining unit, a workweek shall be defined as fifty-six (56) hours worked in a seven (7) day period.
2. Shift Schedule: Effective April 11, 1991, the work shift schedule for all suppression personnel will be 48 hours on duty and 96 hours off duty.
3. FLSA Cycle: The FLSA cycle will consist of a twelve (12) day cycle starting at 0700 hours, and consisting of 91 maximum non-overtime hours.
4. Shift Trade - December 24th and 25th: In the event a shift is required to work December 24th and December 25th, the shift

assigned to work December 23rd will work on December 24th and the shift assigned to work on December 24th will work on December 23rd. For the purpose of payroll, this will be considered a 24-hour trade.

Non-sworn – the non-sworn employees shall be scheduled to work forty (40) hours in an FLSA workweek.

14. OTHER BENEFITS

14(a) LONGEVITY PAY

1. 2% Each 5 Years: It is agreed that effective July 1, 1984, each employee in the bargaining unit shall receive a two percent (2%) increase in salary for every five (5) years of service and shall continue to receive such increase(s) in salary upon completion of each additional five (5) year intervals of service.
2. As of January 1, 1996, the existing Longevity Pay Program will be terminated for all employees hired after January 1, 1996. Members on the City payroll on or before December 31, 1995 will be permitted to accrue time for an additional 4% in Longevity Pay in accordance with the provisions of Section 2A "2% Each 5 Years". Once a member has earned the additional 4%, the Longevity Pay Program shall be permanently frozen.

14(b) ADDITIONAL ASSIGNMENTS AND PAY

5% Incentive Pay: The City shall increase the pay of each employee assigned to the additional positional duties listed below by 5 % of their base pay for the duration of their assignments. The Fire Chief will make said appointments from existing personnel and the individual shall serve at the pleasure of the Fire Chief.

Types of Assignments:

- A. Paramedic Coordinator
- B. Certified mechanic to be assigned to fire department equipment only.
- C. Fire Investigator
- D. CERT Coordinator
- E. Fitness Coordinator (see Section 14(d)(2) this Article for program Description)

The Fire Chief may from time-to-time, through the City budget process, create other additional assigned positional duties.

- F. One (1) Department of Motor Vehicle (DMV) Coordinator
- G. One (1) Safety Equipment Coordinator
- H. One (1) Breathing Apparatus Coordinator (BAC)

These last three assignments are discretionary appointments by the Fire Chief and appointments shall be made or not made, at the Fire Chief's discretion, every year.

Representative duties while on these appointments are below.

A. Paramedic Coordinator:

- Ensure that the fire department and its personnel are compliant with all local, state and federal policies and procedures.
- Monitor compliance with personnel certificates and licenses.
- Maintain records and correspondences.
- Act as our fire department liaison for our Medical Director, nurse educator and all local hospitals.
- Review and seek corrections for the controlled medication log Ref 702.2
- Respond to all correspondences required with local provider agencies and DHS.
- Maintain stock levels of EMS supplies including hard goods and medications.
- Communicate all changes in personnel status to DHS.
- Request prescription annually from our medical director.
- All other related duties as required

B. Certified Fire Mechanic:

- Maintain maintenance records for each fire apparatus
- Perform routine and basic maintenance of fire apparatus and other vehicles assigned to the fire department.
- Schedule periodic maintenance and repairs for all fire apparatus.
- Manage the annual budget for apparatus repair and maintenance.

C. Fire Investigator:

- Respond to and investigate fire scenes

- Identifying and collecting evidence
- Determining whether or not a crime has been committed
- Writing reports and maintenance
- Identifying potential motives and suspects
- Interviewing witnesses and interrogating suspects
- Arresting suspects
- Working closely with other law enforcement partners
- Providing courtroom testimony
- Participate in South Pasadena Police department firearms and arrest and control training per their training schedule
- Complete Verdugo cities task book for investigators

D. One (1) CERT Coordinator:

- Annually review and update as needed the CERT Standard Operating Procedures Manual.
- Manage the annual budget for CERT
- Publish an annual CERT calendar of events
- Schedule and teach up to two Basic CERT classes per year.
- Schedule and teach one CERT Refresher class per year.
- Develop, organize and maintain a CERT Team
- Schedule one CERT Team drill per year.
- Schedule CERT Team members to represent CERT at public events

E. Fitness Coordinator (See also Section 14(d)(2) for additional description):

- Prepare and implement program standards.
- Set up a required record keeping process.
- Conduct voluntary physical fitness testing twice annually.
- Establish and maintain a reporting process.
- Provide the finance department the names of the employees who voluntarily took and passed both fitness tests and how much of a bonus each employee is due.. This notification shall be made at least 30 days before the required due date as indicated by the finance department.

F. Department of Motor Vehicle (DMV) Coordinator

- Ensures record of Class B Licenses are all current and valid
- Maintains records of all Firefighter Endorsements
- Prepares driving route for Engineer's Exams
- Ensure records are complete and maintains all records are current and valid

G. One (1) Safety Equipment Coordinator

- Maintain records for replacement, and issued safety equipment.
- Manage the annual budget for Safety Equipment and Clothing.
- Maintain spare stock of common equipment for immediate replacement.
- Replace old, damaged or lost equipment as needed.
- Send damaged salvageable safety equipment out for repair.

H. One (1) Breathing Apparatus Coordinator (AKA - BAC/SCBA Coordinator):

- Maintain records for all maintenance, repairs, annual and five year testing requirements.
- Manage the annual SCBA budget.
- Schedule all required testing of SCBA backpacks, Cylinders and personnel fit testing.
- Schedule all needed repairs.
- Track 15 year life span and replace SCBA bottles as necessary.

14(c) SENIORITY

For administrative purposes, seniority shall date from the date of the first appointment to the Department, whether temporary, limited, or otherwise - provided, however, that service is unbroken. If service is broken by resignation or removal, seniority shall date from the date of last appointment to the department.

14(d) FITNESS PROGRAM

1. Annual Cash Bonus: Members who pass standards of a voluntary physical fitness program, which is currently established by the South Pasadena Firefighter's Association, will receive a \$300, \$400, or \$500 annual cash bonus. Bonus shall be paid in December of each year that the member meets program standards.
2. Fitness Coordinator: There shall be authorized one (1) program coordinator who shall be responsible for the implementation and operation of the program.
 - a. Appointment of the coordinator shall be made by the Fire Chief. The coordinator shall receive 5 % of base salary for

management of program activities. Said 5 % shall be effective January 1, 1993.

- b. Duties: Fitness Coordinator shall prepare and implement program standards and shall be responsible for setting up required record keeping process, conducting voluntary physical fitness tests and for the establishment of a program reporting process, which, along with other needs, provides the Finance Department with a timely schedule of which employees and how much of a fitness bonus each employee shall receive. Timely notice shall be at least 30 days.

14(e) EMPLOYEE WELLNESS, BALANCE AND PROFESSIONAL DEVELOPMENT

The City recognizes the importance of promoting employee wellness, balance and professional development. As such, the City shall bring the below listed benefits, as offerings and supplemental optional employee wellness & balance and professional development initiatives/programs, at no cost to the employee:

- (a) A meditation room will be made available for employee use to create a calm space that allows for mindfulness and wellness; and
- (b) Yoga & fitness classes will be offered on a regular basis in Council Chambers and/or at other city facilities, to support employee health and wellness; and
- (c) City sponsored Toastmasters club on site (includes membership & lunch) to provide opportunity for employees to develop public speaking and engagement skills with fellow city employees; and
- (d) A natural green space area will be created behind City Hall to facilitate time outside for lunches or meetings.

14(f) TUITION REIMBURSEMENT

There shall be no tuition reimbursement. However, where an employee is already enrolled in a City Manager/designee approved course prior to the City Council resolution of the 2011-2012 impasse, the employee shall be eligible for reimbursement for said course(s) only.

14(g) REIMBURSEMENT FOR MEETINGS AND SEMINARS

Quarterly Officers Meetings: It is agreed that the City will compensate each off duty officer who attends quarterly meetings at the rate of time and one-half of the employee's base rate.

Seminars: It is agreed that the City will provide a per diem for employees who voluntarily attend approved seminars to compensate for meals, travel, lodging, and other related charges.

14(h) EDUCATIONAL INCENTIVE PAY

AA or AS Degrees: Unit members employed prior to January 31, 1998 and who prior to July 31, 1998 possessed or earned an AA or AS degree, shall receive a two and one-half (2.5%) pay differential. Subject to the above January 31, 1998 restrictions, an employee will also be eligible for this differential upon proof of having completed thirty (30) fire service related units and Department Head approval, prior to July 31, 1998.

BA or BS Degrees: Unit members employed prior to January 31, 1998 and who prior to January 31, 1998 possessed or earned a BA or BS degree as of January 31, 1998, shall receive a five percent (5 %) pay differential. Subject to the above January 31, 1998 restrictions, an employee will also be eligible upon proof of sixty (60) fire service related units and Department Head Approval, having occurred prior to January 31, 1998.

5% maximum: However, in no case shall the total education pay differential for any employee exceed five percent.

14(i) CERTIFICATE BONUS PAY

1. As of January 1, 1999, the City will provide "in-house" continuing education for paramedic certification. So long as the city continues such training, the bonus payment of \$1,000 paid to firefighter paramedics will not be paid. In the event the "in house" training becomes unavailable for any reason, firefighter paramedics will begin to receive the bonus and will be required to obtain training necessary to maintain their certifications off duty as was done prior to this agreement.
2. If during the period a paramedic is in the process of continuing education the in-house program is discontinued for any reason and the paramedic' certification lapses because of the discontinuation of the program, the City agrees to compensate the paramedic for the required coursework and will continue to pay the paramedic at

the firefighter paramedic rate of pay while he is completing the certification even though he or she may not be able to perform paramedic duties. This provision does not apply to a firefighter paramedic who fails to obtain his certification.

14(j) BILINGUAL PAY

Members who can communicate conversationally in Spanish or Chinese on a regular and/or recurring basis, shall receive an additional seventy-five (\$75.00) dollars in compensation each month. Prior to receiving such additional compensation, members shall be required to take and pass a bilingual proficiency test as established and agreed to between the City and the Association. The program will become effective upon the adoption of this resolution.

14(k) PARAMEDIC BONUS

Effective July 1, 2019, Captains and Engineers who maintain their paramedic certification will receive a specialty pay equal to 5% of base salary.

15. PROMOTION/LAYOFF PROCEDURE

15(a) FIREFIGHTER/PARAMEDICS PROMOTION

Appointment: All firefighter/paramedic vacancies shall be filled on a promotional basis provided that qualified personnel are available for appointment.

15(b) LAYOFF PROCEDURE

Layoffs shall occur according to Rule 14.3 of the City's Personnel Rules and Regulations.

Any Fire Captain promoted to Division Chief during the term of this MOU will, if the command staff structure changes and Division Chief position(s) are eliminated, have the right to bump back to the position of Fire Captain.

The position of Fire Captain is subject to being bumped by a Fire Division Chief that is laid off. The Fire Captain to be bumped will be the Fire Captain with the least seniority in the Fire Captain classification in the City. The Fire Captain to be bumped may choose to bump a Fire Engineer

in lieu of layoff with the least City seniority in the position of Fire Engineer, if the Fire Captain previously served as a Fire Engineer for the City. If not, the Fire Captain can bump a Firefighter/Paramedic in lieu of layoff with the least seniority in the position of Firefighter/Paramedic. The Fire Engineer to be bumped may choose to bump a Firefighter/Paramedic in lieu of layoff with the least City seniority in the position of Firefighter/Paramedic.

16. PAYMENT PROCEDURES

16(a) UNIFORMS

Uniform replacement and maintenance allowances shall be paid in July via direct deposit within the employee's regular payroll.

16(b) BONUS CHECKS

Paramedic and Physical Fitness bonus checks via direct deposit separate from regular payroll shall be made in December .

16(c) FORM W-4 REGARDING TAX WITHHOLDING CHANGES

Employees are permitted to make changes to their Form W-4 tax withholdings.

17. STAFFING

17(a) Each shift shall be staffed with a minimum of six full-time South Pasadena fire department employees. The six (6) employee staffing shall consist of: One (1) Captain, two (2) Engineers, and three (3) Firefighters/paramedics.

18. GENERAL PROVISIONS

18(a) SEVERABILITY PROVISION

Should any provision of this MOU be found to be inoperative, void, or invalid by a court of competent jurisdictions, all other provisions of this MOU shall remain in full force and effect for the duration of this MOU.


18(b) EFFECT

It is understood and agreed that this Agreement shall not become effective for any purpose or be binding on either party until approved by the City Council, and nothing herein shall be construed as obligating the City Council to approve in whole or in part. If the City Council approves in full, then this Agreement shall become immediately effective. If the City Council fails to approve in full without modification, then this MOU shall become null and void. This MOU constitutes and includes all negotiations, compromises, and representation made by either party; and both parties acknowledge that each has met and conferred in good faith in negotiations to this point.

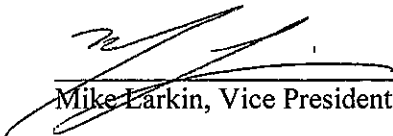
19. RATIFICATION AND IMPLEMENTATION

The City and the Association acknowledge that this MOU shall not be in full force and effect until ratified by its membership and adopted in the form of a resolution by the City Council of the City of South Pasadena. Subject to the foregoing, this MOU is hereby executed and authorized by the designated representatives of the City and the Association and entered into on this ____ day of _____ 2019.

**SOUTH PASADENA FIREFIGHTERS
ASSOCIATION**



Dan Dunn, President 7/3/19
DATE



Mike Larkin, Vice President 7/3/19
DATE

CITY OF SOUTH PASADENA

Marina Khubesrian M.D., Mayor DATE

Stephanie DeWolfe, City Manager DATE

APPENDIX A

Firefighters' Association Monthly Salary Schedule

	A	B	C	D	E	F
Captain	\$ 7,388	\$ 7,757	\$ 8,145	\$ 8,553	\$ 8,980	
Firefighter/Paramedic	\$ 6,365	\$ 6,684	\$ 7,018	\$ 7,369	\$ 7,737	
Fire Engineer	\$ 6,127	\$ 6,434	\$ 6,755	\$ 7,094	\$ 7,448	\$ 7,821
Firefighter*	\$ 5,097	\$ 5,351	\$ 5,619	\$ 5,900	\$ 6,195	
Fire Inspector	\$ 5,496	\$ 5,771	\$ 6,059	\$ 6,362	\$ 6,680	

**Proposed to remain at current/no salary survey data available*

Effective July 1, 2019

APPENDIX B

Firefighters' Association Monthly Salary Schedule

	A	B	C	D	E	F
Captain	\$ 7,798	\$ 8,188	\$ 8,598	\$ 9,028	\$ 9,479	
Firefighter/Paramedic	\$ 6,719	\$ 7,055	\$ 7,408	\$ 7,778	\$ 8,167	
Fire Engineer	\$ 6,423	\$ 6,744	\$ 7,081	\$ 7,435	\$ 7,807	\$ 8,197
Firefighter*	\$ 5,097	\$ 5,351	\$ 5,619	\$ 5,900	\$ 6,195	
Fire Inspector	\$ 5,802	\$ 6,092	\$ 6,397	\$ 6,717	\$ 7,052	

**Proposed to remain at current/no salary survey data available*

Effective January 1, 2020 – *If sales tax measure scheduled for the November 2019 election is passed by the electorate*

APPENDIX C

Firefighters' Association Monthly Salary Schedule

	A	B	C	D	E	F
Captain	\$ 7,954	\$ 8,352	\$ 8,769	\$ 9,208	\$ 9,668	
Firefighter/Paramedic	\$ 6,853	\$ 7,196	\$ 7,556	\$ 7,934	\$ 8,330	
Fire Engineer	\$ 6,551	\$ 6,879	\$ 7,223	\$ 7,584	\$ 7,963	\$ 8,362
Firefighter*	\$ 5,199	\$ 5,459	\$ 5,732	\$ 6,018	\$ 6,319	
Fire Inspector	\$ 5,918	\$ 6,214	\$ 6,525	\$ 6,851	\$ 7,193	

**Proposed to remain at current/no salary survey data available*

Effective July 1, 2020 - *If sales tax measure scheduled for the November 2019 election is passed by the electorate*

APPENDIX D

Firefighters' Association Monthly Salary Schedule

	A	B	C	D	E	F
Captain	\$ 8,113	\$ 8,519	\$ 8,945	\$ 9,392	\$ 9,861	
Firefighter/Paramedic	\$ 6,990	\$ 7,340	\$ 7,707	\$ 8,092	\$ 8,496	
Fire Engineer	\$ 6,682	\$ 7,016	\$ 7,367	\$ 7,735	\$ 8,122	\$ 8,528
Firefighter*	\$ 5,303	\$ 5,568	\$ 5,847	\$ 6,139	\$ 6,446	
Fire Inspector	\$ 6,036	\$ 6,338	\$ 6,655	\$ 6,988	\$ 7,337	

**Proposed to remain at current/no salary survey data available*

Effective July 1, 2020 - *If sales tax measure scheduled for the November 2019 election is passed by the electorate*

EXHIBIT B

City of South Pasadena

FIRE INSPECTOR

Purpose

Under general supervision, conducts fire prevention, plan check, code enforcement and hazardous materials inspections for new and existing commercial industrial, multi-family, residential, and open areas; conducts fire safety and fire prevention public education programs; issues citations and testifies in court; and performs related work as required.

Distinguishing Characteristics

This is a non-sworn, civilian fire safety classification, reporting to the Fire Marshal. Incumbents assigned to this class perform the full-range of duties at the journey level. Fire Inspectors may be expected to provide training and/or lead direction to new inspectors.

Examples of Duties

The duties listed below are examples of the work typically performed by employees in this class. An employee may not be assigned all duties listed and may be assigned duties that are not listed below:

Answers inquiries from the public, both in person and over the phone, providing information about fire safety and hazardous materials regulations, codes, and requirements; issues and explains permit applications and requirements.

Assists contractors, architects, engineers, developers and the general public with fire safety codes and related information; evaluates and approves fire protection systems; participates in the compliance review of building plans and construction.

Develops and presents fire safety/prevention educational programs and public information materials for schools, community groups, residents and business persons; gives presentations and demonstrations.

Inspects commercial, residential, educational, institutional, public assembly, and industrial buildings and facilities to determine compliance with fire and life safety codes, standards, and regulations including hazardous materials disclosure and enforcement; inspects equipment for fire hazards, efficiency of fire protective equipment, adequacy of fire escapes/exits, and compliance with all other fire code provisions; ensures compliance with fire safety codes and fire prevention practices; advises property owners as to fire hazard removal.

Prepares compliance or correction notices of code violations; reports violations to the Fire Marshal; maintains records of inspections and prepares specific documents and reports; investigates citizen complaints related to fire/safety hazards; conducts follow-up inspections to ensure compliance; issues citations when necessary.

Prepares case files for legal action; represents the City and Fire Department at administrative hearings and/or in Court.

Manages and maintains control of security locking systems and devices for emergency access to specific public and private buildings.

Conducts investigations to determine fire cause and origin.

Coordinates fire company inspection program.

Maintains maps, files, and records related to fire prevention and safety activities and programs.

Reviews fire prevention, plan check, code and hazardous materials policies and regulations and recommends new and revised ordinances.

Keeps abreast of emerging trends and practices in all aspects of fire safety.

Performs other related duties, as assigned.

Employment Standards

Education/Experience:

Two years of progressively responsible experience in performing fire inspection, fire prevention, building inspection, code enforcement, municipal firefighting, or related work; and the completion of an Associate's Degree in Fire Science, Industrial Hygiene, Environmental Science or the equivalent of 60 semester units of college level coursework in Building Inspection, Code Enforcement, Hazardous Materials, Fire Protection Systems and Building Components, or closely related coursework. Any combination of training and/or experience that could likely provide the desired knowledge and abilities is qualifying. A Bachelor's Degree in a related field is highly desirable.

Knowledge of:

Principles and practices of fire safety education, inspection, and enforcement work; Uniform Fire and Building Codes; State and National Fire Codes; local ordinances and standards; common hazardous materials, fire safety, building, and electrical hazards; fire engineering principles and the systems and equipment used in detecting and suppressing fires; organization and functions of a municipal fire department, and relationship of other municipal departments; public relations techniques and practices; modern office equipment and procedures; general office practices and procedures; basic English usage, spelling, grammar and punctuation; word processing, spreadsheet, and/or data base software; and effective customer service principles.

Ability to:

Understand and interpret Uniform Fire and Building Codes, State and National Fire Codes, and local ordinances and standards; detect common fire safety hazards and code violations and

determine proper safety measures; compile and tabulate information and data; maintain written and computerized records of inspections; prepare inspection reports and correspondence; speak effectively and conduct presentations to groups and audiences; express ideas clearly and concisely, verbally and in writing; provide testimony in a court of law relating to fire hazard violations; understand and execute oral and written directions, and provide effective oral and written directions; establish and maintain effective working relationships with other City employees and those contacted in the course of work; operate a computer and other standard office equipment; interpret and apply department and City procedures and policy; and utilize word processing, spreadsheet, and presentation software programs.

Special Requirements

Possession of a valid Class "C" California Driver's License and a good driving record is a continuing condition of employment.

Possession of, or ability to obtain a P.C. 832 certification is highly desirable.

Possession of, or ability to obtain a Hazardous Materials Inspector certificate is highly desirable.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Ability to exert light to moderate physical effort, and exert sufficient force to lift, carry, push, pull, or otherwise move objects up to 50 pounds. Ability to remain in a sitting/standing position for up to two hours at a time; ability to kneel, stoop, crawl and climb; ability to lift up to climb ladders and conduct inspections in confined spaces; ability to get from one location to another in the course of doing business; ability to work outdoors in all weather conditions including hot with sun exposure, cold and wet, and windy conditions; ability to hear and speak to the general public, and City staff on the telephone and in person. Hand and eye coordination are needed to operate office equipment; dexterity, coordination and vision are required to use keyboard and video/computer display terminal.

Working Conditions

Environment is composed of a combination of field and office work. The office environment is generally clean. Field work includes exposure to conditions such as dust, fumes, odors, noise, and the potential of hazardous materials.

FLSA Status

Non-exempt

7/17/2019

ATTACHMENT 2

A resolution adopting an MOU between the City of South Pasadena and the South Pasadena Police Officers' Association (POA), superseding Resolution No. 7530

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
ADOPTING A MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SOUTH PASADENA AND
THE SOUTH PASADENA POLICE OFFICERS' ASSOCIATION,
SUPERSEDING RESOLUTION NO. 7530**

WHEREAS, California Government Code Section 3500, et seq., (the Meyers-Milias-Brown Act) requires that public employers meet and confer regarding wages, hours, and other terms and conditions of employment; and

WHEREAS, in April 2019, the City conducted a salary survey of compensation for all full-time classifications, which served as the data upon which compensation considerations were made, comparing salary data with nine other comparable public agency cities of similar size, demographics and services to the public; and

WHEREAS, during this time, a reorganization of the Police Department was also proposed in order to more appropriately align the duties of each classification with the operational needs of the department and to provide for promotional opportunities and succession planning in the future; and

WHEREAS, in examining a department of this size and as a part of the reorganization and restructuring, a revision of job descriptions for Police Sergeant, Police Corporal and Police Officer was proposed, and discussions between the City and the Association continue on this matter; and

WHEREAS, the City's negotiating team met and conferred with the South Pasadena Police Officers' Association (POA) representatives on numerous occasions to discuss terms and conditions of employment; and

WHEREAS, the City and the POA has agreed to the terms included in the attached Memorandum of Understanding attached hereto as "Exhibit A."

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. Exhibit A is approved and adopted by the City Council of the City of South Pasadena.

SECTION 2. The City Clerk of the City of South Pasadena shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

PASSED, APPROVED AND ADOPTED ON this 17th day of July, 2019.

Marina Khubesrian, M.D., Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, City Clerk
(seal)

Teresa L. Highsmith, City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 17th day of July, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

EXHIBIT A

CITY
of
SOUTH PASADENA

AND

POLICE OFFICERS' ASSOCIATION
MEMORANDUM OF UNDERSTANDING

2019-2022

EFFECTIVE JULY 1, 2019 – JUNE 30, 2022

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*APPENDIX A: POLICE OFFICERS' ASSOCIATION SALARY SCHEDULES
EFFECTIVE JULY 1, 2019*

*APPENDIX B: POLICE OFFICERS' ASSOCIATION SALARY SCHEDULES
EFFECTIVE JANUARY 1, 2020 (IF SALES TAX MEASURE
SCHEDULED FOR THE NOVEMBER 2019 ELECTION IS PASSED BY
THE ELECTORATE)*

*APPENDIX C: POLICE OFFICERS' ASSOCIATION SALARY SCHEDULES
EFFECTIVE JULY 1, 2020 (IF SALES TAX MEASURE SCHEDULED
FOR THE NOVEMBER 2019 ELECTION IS PASSED BY THE
ELECTORATE)*

*APPENDIX D: POLICE OFFICERS' ASSOCIATION SALARY SCHEDULES
EFFECTIVE JULY 1, 2021 (IF SALES TAX MEASURE SCHEDULED
FOR THE NOVEMBER 2019 ELECTION IS PASSED BY THE
ELECTORATE)*

APPENDIX E: PROCEDURE FOR MOVIE DETAIL ASSIGNMENTS

1. GENDER REFERENCES

As used in this Memorandum of Understanding (MOU), all references to gender, such as "he", "him", or "his," and references to "they", "them", and "theirs", shall apply equally to both sexes.

2. REPRESENTED CLASSIFICATIONS RECOGNIZED

Pursuant to the provisions of the Employee Relations Resolution of the City of South Pasadena, the City recognizes the South Pasadena Police Officers' Association as the exclusively recognized employee organization on behalf of full-time sworn and non-sworn employees occupying the job classifications of:

- Police Sergeant
- Police Corporal
- Police Officer
- Police Officer Recruit
- Police Assistant
- Support Services Assistant
- Senior Clerk
- Parking Control Officer
- Police Clerk II
- Police Clerk I

The parties agree that after ratification of this MOU by the City Council, the Police Department will be reorganized to eliminate the current Captain positions, and create the new positions of Deputy Chief and Lieutenant, which shall not be part of this bargaining unit. Modified job descriptions have been provided to the Association and the City and the Association shall continue to negotiate regarding the final version of those job descriptions.

3. ASSOCIATION RIGHTS AND RESPONSIBILITIES

3(a) ASSOCIATION AND EMPLOYEE RIGHTS

The City and Association shall comply with the provisions of the Meyers-Milias-Brown Act (MMBA) governing meet and confer rights of employee organizations. Each party shall retain those rights respectively vested by local, state and federal law.

3(b) DUES AND BENEFITS DEDUCTION

1. The City shall, during the term of this MOU, deduct monies for membership dues and insurance premiums on a monthly basis from sworn employees and non-sworn employees who voluntarily authorize the deduction in writing. Membership dues will be deducted based on authorizations in writing retained by the Association. The Association shall submit to the City a certified list of members and the amount to be deducted for each. The Association shall update that list after members are added or withdraw, or when the withholding amount changes, and submit the updated list to the City promptly. The City may request a copy of a member's signed authorization card when there is a dispute. The City shall not be obliged to put into effect any new, changed, or discontinued deduction. If changes in deduction cannot be implemented within 30 days, the City shall notify the Association. The City shall remit the monies from authorized deductions monthly on a check made payable to the Association.
2. The Association agrees to hold the City harmless and indemnify the City against any claims, causes of action, or lawsuits arising out of any action that shall be taken by the City for the purpose of complying with this section.

3(c) ASSOCIATION NEGOTIATING COMMITTEE

1. The Association may select three representatives to attend Meet and Confer sessions with management representatives during regular work hours without loss of compensation. When an employee participates in such sessions during off-duty hours, the employee shall be compensated at his/her rate of 1.5 times employee's salary. At no time shall hours spent in Meet and Confer sessions be used in the computation of overtime and the time spent on meet and confer activities shall not be considered "hours worked" for purposes of overtime calculations.
2. The Association shall provide the Chief of Police (hereinafter abbreviated and referred to as "Chief") and the Human Resources Manager a written list of the employees who shall serve as the Association representatives for the purpose of Meet and Confer. Such list shall be provided at least two calendar weeks prior to the first meet and confer session whenever practical.
3. The Association Negotiating Committee (hereinafter referred to as "Committee") shall be permitted on-duty release time, not to exceed one hour per negotiating session, as approved by the Chief, for preparation. Prior to any release time being granted, the Committee shall give the Chief

as much advance notice as possible as to the date, time, and duration of the requested release time. Release time for preparation may only be extended beyond limits with the approval of the Chief.

4. Subject to the limitations set forth in this MOU, on-duty members of the Association's Board of Directors shall be granted a release from their assigned duties to attend scheduled meetings of the Association after prior written request and if approved by police management.
5. Subject to the limitations set forth in this MOU, the President of the Association shall be granted a release from on-duty assignment up to 8 hours per calendar month to conduct Association business with the City. If such time is not utilized within a calendar month, it shall not be credited for utilization in succeeding months. The 8 hour per month limitation shall apply to all release time utilized by the Association President for any purpose, except time off for Meet and Confer sessions and approved preparation time for such sessions.
6. The City shall provide necessary release time to the Association for the purpose of planning approved employee recreational activities provided that such planning could not reasonably be done during off-duty hours. Prior approval of the Chief shall be required. Such time shall not be used when it interferes with the efficient operation of the division, and must be requested as far in advance as possible. It shall be the responsibility of the Association to maintain a complete and accurate record of time utilized hereunder and submit a copy thereof to the Chief on a monthly basis.

3(d) RELEASE TIME FOR GRIEVANCES

1. When an employee is selected to represent a grievant he shall be allowed time off from duty with the approval of the Chief to interview and represent the aggrieved employee during each stage of a grievance proceeding.
2. No more than one employee shall interview and represent an employee on any one grievance. Prior written notification must be given to police management by the designated representative regarding the approximate amount of time required to represent the aggrieved party. The grievance procedure shall be as provided in the City's Employee Relations Resolution.

3(e) ASSOCIATION OFFICE SPACE

1. The City agrees to provide office space, which is available and not needed for City functions and activities, for the exclusive use of the Association.

The location and size of such office space shall continue to be designated by the City and may be changed by the City upon prior notification to the Association.

2. The Association therefore agrees that the City maintains the right of access without notice under emergency conditions and has the right to periodically inspect this space for maintenance of condition provided that a 24-hour prior notice is given to a member of the Board of Directors and the Association has the opportunity to have a representative in attendance during inspection.

4. MANAGEMENT RIGHTS AND RESPONSIBILITIES

4(a) MANAGEMENT RIGHTS

In order to ensure that the City shall continue to carry out its public safety functions, programs and responsibilities to the public imposed by law, and to maintain efficient public safety service for the citizens of South Pasadena, the City continues to reserve and retain solely and exclusively, all management rights and responsibilities set forth by law and those City rights set forth in the City's Employee Relations Resolution and including, but not limited to, the following rights:

1. To manage the Police Division (hereinafter called "Division") and determine policies and procedures and the right to manage the affairs of the Division.
2. To take into consideration the existence or nonexistence of facts that are the basis of the management decision in compliance with state law.
3. To determine the necessity, organization, implementation and termination of any service or activity conducted by the City or other government jurisdictions, and to expand or diminish police services.
4. To demote, direct, discharge, discipline, evaluate, hire, promote, recruit, reduce, reprimand, select, supervise, suspend, terminate, transfer, withhold salary increases and benefits for disciplinary reasons, or otherwise discipline employees in accordance with Division and/or City Employee Relations Resolution rules and regulations.
5. To determine the extent, level, manner, means, nature, quality, quantity, standard, time and type of police services to be provided to the public and the right to establish and modify such standards.

6. To require the performance of other public safety services not specifically stated herein in the event of emergency or disaster, as deemed necessary by the City.
7. To lay off employees of the Division because of lack of work or funds or under conditions where continued work would be inefficient or ineffective.
8. To determine and/or change the police equipment, facilities, methods, operations to be performed, organizational structure, and/or technology, and to allocate and assign work by which the City police operations are to be conducted.
9. To determine method of financing.
10. To determine, manage and plan the Division's budget, which includes, but is not limited to, the right to contract or subcontract any work or operations of the Division.
11. To determine the size, composition of the Division's work force, assign work to employees of the Division with requirements determined by the Division, and to establish and require compliance to work hours and changes to work hours, work schedules, including call-back, stand by, and overtime, and assignments, except as otherwise limited by this MOU.
12. To establish and modify goals and objectives related to productivity and performance programs and standards, including but not limited to, quality and quantity, and require compliance therewith.
13. To determine abilities, job classifications, job specifications, knowledge, qualifications, selection procedures and standards, and skills, and to reallocate and reclassify employees in accordance with the City's Employee Relations Resolution rules and regulations.
14. To determine the issues of public policy and the overall goals and objectives of the Division and to take necessary action to achieve the goals and objectives of the Division.
15. To demote, hire, promote, reallocate, reduce in rank, terminate, transfer intra- or inter-division, and take other personnel action for non-disciplinary reasons in accordance with Division and/or City Employee Relations Resolution rules and regulations.

16. To establish, implement, and/or modify rules and regulations, policies, and procedures related to conduct, performance, productivity, safety and order, and to require compliance therewith.
17. To maintain order and efficiency in police facilities and operations.
18. To restrict the activity of an employee organization on City facilities and on City time except as set forth in this MOU.
19. 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 time deemed necessary by the City and not specified above.

4(b) IMPACT ON MANAGEMENT RIGHTS

Where required by state or federal law, the City agrees, prior to implementation, to Meet and Confer with the Association at its request, over the impact of the exercise of a management right upon the wages, hours, terms, and conditions of employment on Association Members.

5. COMPENSATION

5(a) SALARY SCHEDULE ADJUSTMENTS

Effective July 1, 2019, salaries for classifications subject to this MOU are set forth in Appendix A.

If a sales tax increase is approved by the City's voters in the November 2019 election:

1. Effective January 1, 2020, salaries for classifications subject to this MOU will be as set forth in Appendix B;
2. Effective July 1, 2020, salaries for classifications subject to this MOU will be as set forth in Appendix C, which represents a 2% increase over Appendix B; and
3. Effective July 1, 2021, salaries for classifications subject to this MOU will be as set forth in Appendix C, which represents a 2% increase over Appendix C.

If the sales tax increase is not approved by the City's voters in the November 2019 election, Appendix A shall be in effect throughout the term of the MOU.

Employees may change their W-4 form .

5(b) SALARY STEPS

STEP 1: Shall be the entry level step for all employees in all classifications, except that when the education and previous training or experience of a proposed employee are substantially superior to those required of the classification, and justify a beginning salary in excess of such minimum compensation, upon recommendation of the department head, the City Manager may authorize an appointment to this position at any higher step.

STEP 2: An employee shall receive this step after his satisfactory completion of 6 months service in Step 1 in the same classification and with the Chief's recommendation.

STEP 3: An employee shall receive this step after his satisfactory completion of 1 year's service in Step 2 in the same classification, and with the Chief's recommendation.

STEP 4: An employee shall receive this step after his satisfactory completion of 1 year's service in Step 3 in the same classification and with the Chief's recommendation.

STEP 5: An employee shall receive this step after his satisfactory completion of 1 year's service in Step 4 in the same classification and with the Chief's recommendation.

Steps on the salary scale shall be rounded to the nearest whole dollar per month.

5(c) ACTING APPOINTMENTS

Employees temporarily assigned to 5 consecutive shifts shall thereafter be paid acting pay equal to the first step of the applicable range of salary of that acting classification and in no case less than 5% above the applicable base salary of the affected employee until completion of the acting assignment.

5(d) OVERTIME

1. The City shall compensate employees working a schedule of five 8-hour days at a rate of 1.5 times employee's salary for all hours worked in excess of 8 hours per shift and 40 hours per week and for work on holidays (exclusive of holiday pay). The City shall compensate employees working a schedule of four-10 hour days at a rate of 1.5 times employee's

salary for all hours worked in excess of 10 hours per shift and 40 hours per week and for work on holidays (exclusive of holiday pay). The City shall compensate employees working a schedule of three 12-hour days at a rate of 1.5 times employee's salary for all hours worked in excess of 12 hours per shift and 160 hours per 28-day work period and for work on holidays (exclusive of holiday pay).

In determining the number of hours worked for overtime eligibility purposes, "hours worked" shall include use of earned and accrued vacation leave, compensatory time off, paid holiday leave, and where a paid holiday was utilized as an actual day off in lieu of working a scheduled shift on the holiday.

All overtime shall be paid at 1.5 times the employee's regular rate of pay as defined in the FLSA.

2. Subject to the limitations in Section 5(e)3 below, overtime compensation may be made either in the form of cash payment or in compensatory time off (hereinafter termed "CTO") at the option of the employee.
3. All employees shall be permitted to accumulate CTO to a maximum of 100 hours. Once this limit is reached, employees shall be compensated in cash at the rate of 1.5 times their rate of pay for overtime worked. The employee has the option to accumulate CTO when his/her CTO balance is reduced to less than 100 hours. To the extent permitted by law, the City shall retain the option of exercising its discretion to require employees to utilize already accumulated CTO hours.

CTO may only be accrued for overtime worked between January 1 through November 30 of each calendar year. CTO may not be cashed out at the employee's discretion and CTO accrued during a calendar year that is not used by November 30 of that calendar year, will be cashed out by the City with the last payroll of the calendar year. CTO balances as of December 31, 2018 will not be cashed out at the end of the year and shall remain available for employee use.

4. Employees who as of July 1, 2007 have more than 80 hours of CTO accumulated, may still maintain their CTO hours. These employees will not be permitted to accumulate additional CTO until they have brought down their CTO balance below the 100 hours maximum.
5. Special detail work, court time, court travel time to other than Pasadena or Alhambra courts to a maximum of 1 hour per round trip, and time spent in required training shall be considered time worked for the purpose of computing overtime.

6. Employees attending training sessions which will require the employee to work in excess of 40 hours per week, shall receive the excess of the 40 hours in hour-for-hour time off prior to or upon return from said training session, to the extent the time off can be taken within the same FLSA workweek for non-sworn employees or, for sworn employees, within the same 28 day work period adopted under Section 7(k) of the FLSA.
7. Use of earned and accrued CTO hours shall be subject to prior approval by the supervisor of the employee requesting use of said time off. The determination as to granting or denying use of the CTO shall be based on considerations including but not limited to: operational needs of the Department.
8. Daylight Savings Time: In the spring, employees will be paid only for hours worked on the transition day. The Chief may allow employees to work additional hours or to use CTO or vacation to make up the one hour of work lost. In the Fall, employees working during the transition will receive one hour of overtime pay if actual hours worked exceed twelve (12) hours on that shift.
9. The City has established an FLSA 7(k) overtime exemption for its sworn employees, setting the work period at twenty-eight (28) days. For non-sworn employees, the seven (7) day workweek shall apply. The workweek or work period for each employee will be noted in their personnel file.

5(e) COURT TIME

Employees who are required to appear in court while off-duty shall be compensated at their applicable rate of pay for a minimum of 3 hours at overtime rate (time and one half). If an officer is required to provide telephone testimony, the City will pay 1 hour at the overtime rate (time and one half).

5(f) COURT TIME AND STAND-BY TIME

1. Employees shall be compensated for court standby time at their applicable rate of pay for 2 hours in the A.M. and 2 hours in the P.M. at overtime rate (time and one half).
2. Employees who are taken off standby by 1300 hours on the day of said standby, shall only be paid for A.M. standby of 2 hours at overtime rate (time and one half).

3. No court standby shall be paid to employees who are normally scheduled to work during such standby time.

5(g) RECALL

1. "Recall" work shall be compensated by payment at the rate of 1.5 times the applicable hourly rate of pay of the affected employee, or, at the determination of the employee, CTO of 1.5 hours per each hour worked as set forth in this article of this MOU, and subject to all other restrictions related to CTO accrual and usage.
2. Employees recalled to work shall be granted a minimum of 3 hours of recall overtime.

5(h) MOVIE DETAILS

Employees assigned to movie detail shall be paid \$70.00 per hour for those details worked through December 31, 2019. That rate shall increase to \$80 per hour for details worked on or after January 1, 2020 and to \$90 per hour for details worked on or after January 1, 2021. All movie details worked are paid in cash and not eligible for CTO accrual. Employees on Labor Code section 4850 leave and/or on modified light duty may not work on movie details. The method for applying for movie detail assignments shall be governed by Appendix E.

5(i) HOURS OF WORK

1. The shift hours for employees classified as Police Clerk I, Police Clerk II, and Parking Control Officer shall be 8 hours of work, or if working a 4/10 schedule shall be for 10 hours, exclusive of a 30-minute lunch break.
2. The shift hours for employees classified as Police Assistant shall be 12 hours of work, inclusive of a 30-minute compensated lunch break.
3. The shift hours for employees classified as Police Officer, Police Corporal and Police Sergeant shall be 12 hours of work inclusive of a 45-minute compensated lunch break.

During said compensated meal period, affected unit members shall be subject to City-required restrictions upon geographic location for use of the Code 7, style of dress during said Code 7 and availability for service and to perform assigned duties.

4. The shift hours for employees classified as Support Services Assistant, Police Detective, Police Detective Corporal and Police Detective Sergeant, shall be 8, 10 or 12 hours of work, inclusive of the above 45-minute lunch break.
5. The Senior Police Clerk and Support Services Assistant shall also be assigned to a ten (10) hour work day, but inclusive of a thirty (30) minute lunch break.
6. The shift hours for any employee alternatively assigned to a 3/12 shift shall be 12 hours of work, inclusive of a 30-minute lunch break or the above 45 minute lunch break applicable to sworn unit members.

6. RETIREMENT BENEFITS (SUBJECT TO AB 340 LANGUAGE BELOW)

6(a) PAYMENT OF EMPLOYEE CONTRIBUTION

1. Retirement benefits shall be provided by the City through the California Public Employees Retirement System (P.E.R.S.). Effective July 1, 1989, all eligible safety employees who are considered "classic" members (i.e., not "new" members) under the California Public Employees' Pension Reform Act of 2013 ("PEPRA") will receive the P.E.R.S. 2%@50 ("CHP" retirement) and non-safety classic employees shall receive the 2% at 55 retirement formula.
2. Effective the first payroll period commencing on or after both July 1, 2013 and adoption by the City Council of any necessary CalPERS resolutions, classic safety and classic miscellaneous members shall pay 100% of the statutorily required employee contribution.
3. PEPRA shall in its entirety be given full force and effect. Any provision in this MOU which contradicts any provision of PEPRA, shall be deemed null and void, with the contrary PEPRA provision(s) being given full force and effect. Therefore, no provision of PEPRA shall be deemed to impair any provision of any MOU, Agreement, Rule or Regulation.

"New members" as defined by PEPRA on and after January 1, 2013, shall individually pay an initial Member CALPERS contribution rate of 50% of the normal cost rate for the Defined Benefit Plan in which said new member is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater. (Government Code section 7522.30)

Safety members who are "new members" as defined by PEPRA on and after January 1, 2013, shall be enrolled in the PEPRA required SAFETY

OPTION PLAN TWO (2.7% at 57) (Government Code section 7522.25(e)) and miscellaneous "new members" on and after January 1, 2013 shall be enrolled in PEPRRA provided for 2.0 @ 62 retirement formula (Government Code § 7522.20.)

All "new members" shall have their final compensation determined by reference to the highest average annual pensionable compensation earned by the member during a period of 36 consecutive months immediately preceding retirement or other 36 consecutive month period as allowed by Government Code § 7522.32(a).

6(b) OPTIONAL TRANSFER TO SALARY

The City has adopted a resolution implementing IRS Section 414(h)(2) . This article shall be operative as long as the State of California pick up of employee retirement contributions continues to be excludable from gross income of the employee under the provisions of the Internal Revenue Code.

7. INSURANCE BENEFITS

7(a) INSURANCE BENEFITS ADMINISTRATIVE PROVISION

1. The City reserves the right to administer, change, fund or select any insurance benefit program involving insurance that now exists or may exist in the future.
2. In the administration of insurance benefit programs, the City shall have the right to select any carrier, self-insure, or other method of providing coverage for the benefits provided, as long as the benefits of the plan are substantially the same or equal.
3. The City shall Meet & Confer with the Association prior to any change of insurance carrier or method of funding coverage for any insurance benefits so listed in this Article, which will affect the level of benefits provided, or employee's contribution to premiums.
4. The City shall not pay for any costs of any insurance benefits provided in this MOU for any person who is absent on leave without pay for more than 50% of the workdays of a calendar month. The employee shall be notified and billed for the monthly premium by the City.
5. Where optional choice of insurance plans and/or insurance carrier is available to employee, change in insurance plans and/or insurance carriers

may only be made during open enrollment periods established by the City.
New hires shall be allowed to enroll at the time of their hiring.

7(b) MEDICAL INSURANCE

Effective concurrent with City Council resolution of the 2012-2013 impasse, the employer contribution to premiums of available health benefit plans shall be in the minimum amount mandated by Government Code section 22892 as it may from time to time provide. The difference between said amount as it from time to time exists and the present City-funded contribution of \$625.00 a month, shall be provided to unit members by means of a medical premium contribution plan. It is the intent of the City that the medical premium contribution plan monies shall only be used to fund medical premiums and shall only be distributed in cash pursuant to the limited opt out provisions of 7(g) below, the CASH IN LIEU OF PARTICIPATION IN MEDICAL INSURANCE PLAN(S).

The City's monthly contributions to the medical premium contribution plan shall be as follows to the maximum stated, depending on the level of coverage selected and is inclusive of the City's contribution under Government Code section 22892:

Employee only	\$625
Employee + 1	\$1,025
Employee + family	\$1,200

Beginning July 1, 2020, the City's monthly contributions to the medical premium contribution plan shall be increased as follows to the maximum stated, depending on the level of coverage selected and is inclusive of the City's contribution under Government Code section 22892:

Employee only	\$ 200 = \$ 825
Employee + 1	\$ 0 = \$1,025
Employee + family	\$ 0 = \$1,200

The additional \$200 per month for employee only coverage shall be made to a Health Reimbursement Account ("HRA") in the employee's name. The extra \$200 per month for employee only coverage shall only be made to the HRA if the employee's health insurance premium exceeds \$625 per month. It shall not result in additional cash in lieu of insurance.

7(c) DENTAL INSURANCE

1. Subject to a limitation of \$75.00 per month, the City shall contribute 100% of the monthly dental insurance premiums for all employees with Delta Dental service-12.

2. The City shall provide a City paid dependent dental coverage in a basic comprehensive plan, with more expensive plans available at added cost to the employee. The cost of the City paid plan shall not exceed \$75.00 per month for employee plus one or more dependents.
3. The City agrees to work with the Association in the investigation of other potential dental insurance carriers as long as the cost of a new carrier does not exceed the current \$75.00 per month cost.
4. The above dental insurance premium shall be paid by adding \$75.00 to the above medical premium contribution plan.

7(d) ACCIDENTAL DEATH AND INJURY POLICY

1. The City shall provide an Accidental Death and Injury Policy in the amount of \$50,000 for employees. Premiums shall be paid by the City. Additional coverage shall be made available from the City at the employee's expense.
2. Employees who elect coverage for their dependents shall pay for the additional cost for such coverage.

7(e) LIFE INSURANCE

The City shall supply a \$50,000 life insurance policy for all employees. Additional coverage shall be made available from the City at the employee's expense.

7(f) VISION CARE

The City shall contribute up to \$20.00 of the monthly premiums to a vision care plan that covers both employees and dependents. Said amount shall be paid by adding \$20.00 monthly to the above medical contribution plan.

7(g) CASH IN LIEU OF PARTICIPATION IN MEDICAL INSURANCE PLAN(S)

All employees must enroll in an available City health program unless they opt out. An employee may receive cash in lieu for opting out of the City's health program if he/she provides the following: (1) proof that the employee and all individuals for whom the employee intends to claim a personal exemption deduction for the

taxable year or years that begin or end in or with the City's plan year to which the opt out applies ("tax family"), have or will have minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan year to which the opt out arrangement applies ("opt out period"); and (2) the employee must sign an attestation that the employee and his/her tax family have or will have such minimum essential coverage for the opt out period. An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year. The opt-out payment cannot be made and the City will not in fact make payment if the employer knows or has reason to know that the employee or tax family member doesn't have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied.

If the employee chooses to opt out and provides the attestation described above, the employee shall receive cash in lieu of \$300 per month. Cancellation of the coverage becomes effective on the first day of any month after a 45 day written notice is received.

7(h) RETIRED EMPLOYEE'S MEDICAL COVERAGE

Present employees who became/become retirees prior to July 1, 2012 shall receive City payment of 100% of the medical insurance premium for the retired employee only. Payment will be based on the actual employee only premium for insurance programs offered through PERS prior to being Medicare eligible and when eligible for PERS and based upon PERS supplemental plans that mandate enrollment upon becoming Medicare eligible.

As regards unit employees hired on or after the date of City Council resolution of the 2012-2013 impasse, the City contribution to an individual employee's health benefit plan on retirement shall be as prescribed in Government Code section 22892 and shall therefore be in an equal amount for both active employees and annuitants, as that amount may from time to time be adjusted upward and/or downward. As regard all unit employees employed by the City prior to City Council resolution of the 2012-2013 impasse, and who become retirees on and after July 1, 2012, the City contribution to an individual retiree's health benefit plan shall be in the amount of \$625 monthly, subject to CALPERS – mandated reductions in coordination with Medicare coverage.

7(i) IRS 125 PLAN

Effective the first payroll period commencing on or after July 1, 2009, the City shall implement an IRS 125 Plan. The plan shall only be utilized to fund health insurance premiums (medical, dental, vision).

8. RECOGNIZED HOLIDAYS

The City shall grant the following holidays to all employees represented by the Association:

- A. January 1 (New Year's Day)
- B. Third Monday of January (Martin Luther King Jr.'s Birthday)
- C. 3rd Monday of February (President's Day)
- D. Last Monday of May (Memorial Day)
- E. July 4th (Independence Day)
- F. 1st Monday of September (Labor Day)
- G. 2nd Monday of October (Columbus Day)
- H. November 11th – Veteran's Day
- I. 4th Thursday of November (Thanksgiving Day)
- J. Friday following Thanksgiving Day
- K. December 25th (Christmas Day)
- L. Three "Floating Holidays"

Recognized and floating City holidays shall be earned in the number of hours represented by each affected employee's regularly scheduled shift hours.

9. FLOATING HOLIDAYS

9(a) ACCRUAL RATES

- 1. Employees will be eligible for floating holidays after 6 months of service, and in accordance with the schedule set forth in Section 9(a)(2).
- 2. Floating holidays are earned as follows: Two between July 1st and December 31st; One between January 1st and June 30th.
- 3. For the purposes of employees working a 3/12 shift, each floating holiday is the equivalent of 12 hours.

9(b) MAXIMUM ACCUMULATIONS

Floating holidays are not cumulative, thus employees will be notified at least 30 days prior to any loss of a floating holiday(s).

9(c) USE OF FLOATING HOLIDAYS

1. Floating holidays must be taken within the fiscal year in which they are accrued.
2. Employees may select the days off they wish, upon approval of police management.

10. VACATION

10(a) ACCRUAL RATES

Each full-time employee as defined in this article shall earn vacation time yearly upon the completion of the required years of service as follows:

- A. 88 hours vacation after 1 years service.
- B. 96 hours vacation after 2 years service.
- C. 104 hours vacation after 3 years service.
- D. 112 hours vacation after 4 years service.
- E. 120 hours vacation after 5 years service.
- F. 128 hours vacation after 6-10 years service.
- G. 136 hours vacation after 11-15 years service.
- H. 152 hours vacation after 16-20 years service.
- I. 160 hours vacation after 21-24 years service.
- J. 200 hours vacation after 25 years of service.
- K. 208 hours vacation after 26 years of service.
- L. 216 hours vacation after 27 years of service.
- M. 224 hours vacation after 28 years of service
- N. 232 hours vacation after 29 years of service.
- O. 240 hours vacation after 30 or more years of service.

Vacation time shall be earned on a bi-weekly basis, and employees shall not be eligible to use vacation leave until completion of 6 months' service.

10(b) MAXIMUM ACCUMULATION AND VACATION BUYBACK

1. Employees shall not accumulate more than 2 years' worth of vacation.
2. Concurrent with exercise by an affected employee of the sick leave incentive cash out provided for in Section 11(c) below, the affected employee has the option of electing to convert up to eighty (80) hours of vacation time to cash at the employee's then existing unadjusted base hourly rate. The exercise of this option shall result in the deduction of the

hours of vacation time bought back by the City from the employee's vacation accumulation.

3. Beginning in December, 2019 and each December thereafter, employees who wish to have the City buy back vacation hours in the next calendar year, shall make an irrevocable election and submit it to the City, in writing in December, as to the number of hours they will accrue the next calendar year that they elect for buy back. In order to elect buy back, the employees must have eighty (80) or more hours of vacation balance at the time of the irrevocable election. The City shall make a form available to employees to make the irrevocable election.

10(c) USE OF VACATION

Vacation may be taken in segments with the approval of police management.

11. SICK LEAVE

11(a) ACCRUAL RATES

1. Employees shall accrue paid sick leave at the rate of 3.69 hours per pay period.
2. Employees will not accrue any sick leave while on leave of absence without pay.
3. For the purposes of employees working a 3/12 shift, one sick leave day is equivalent to one 12-hour shift.

11(b) MAXIMUM ACCUMULATION

Employees shall be allowed to accumulate unlimited sick leave. At the employee's termination, the accumulated sick leave hours shall have no cash value.

11(c) CONVERSION TO CALPERS SERVICE CREDITS

To the extent authorized by PEPRA and the Public Employees' Retirement Law, upon service retirement, employees may convert unused accumulated sick leave to service credits based on the formula set forth by CalPERS. Unused sick leave for which an employee receives cash, cannot be converted to CalPERS service

credits. According to CalPERS, in order to receive sick leave credit, the employee's retirement date must be within 120 days from the date of separation from the City.

11(d) USE OF SICK LEAVE

The number of sick leave hours that may be utilized for a missed day(s) of work shall be equivalent to the number of regularly scheduled hours for that missed day(s) of work.

Though employees may accumulate unlimited sick leave hours, sick leave usage may not be excessive and/or abused. The City does recognize however, that there may be extraordinary circumstances in which an employee may experience a catastrophic illness or accident that may require a use of excessive amount of sick leave. Accumulated sick leave may be used for the following:

- (1) **Employee's own illnesses**, or for diagnosis, care, or treatment of an existing health condition of, or preventive care for, the employee. The City shall have the option to require a doctor's certification of the adequacy of the employee's absence during the time for which sick leave was requested, if the employee has been absent 3 or more workdays or used twenty-four (24) hours of sick leave, whichever is greater, that involves the illness of the employee or family member.
- (2) **Employee's family member's illness**

The employee may use up to 48 hours of accrued but unused sick leave per year for the following purposes:

1. For the diagnosis, care, or treatment of an existing health condition, or preventative care for, any of the following of the employee's family members: child of any age or dependency status; parent; parent-in-law; spouse, registered domestic partner, grandparent; grandchild; or sibling.
2. For the employee who is a victim of domestic violence, sexual assault, or stalking: (a) to obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health, safety, or welfare of the employee or his or her child; or (b) to obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety.

- * Employees who have just been hired are not eligible to use their accumulated sick leave until they have completed ninety (90) days of service with the City.

12. BEREAVEMENT LEAVE

12(a) ACCRUAL RATES

Employees shall receive three (3) shifts of paid Bereavement Leave each fiscal year after being employed by the City for six (6) consecutive months.

12(b) USE OF BEREAVEMENT LEAVE

Bereavement Leave shall be used in increments of at least one shift and may be used for the following:

1) Death of a family member

Employees may use Bereavement Leave for the death of a family member. For the purposes of Bereavement Leave, family members shall include: spouse, parents, child, stepchild, grandparents, grandchildren, brother(s) and/or sister(s). Bereavement Leave may be granted by the City Manager for other family members that the employee has shown close relations. Additional occurrences shall be deducted from the employee's own sick leave.

The City shall have the option to require reasonable certification of the adequacy of the employee's absence during the time for which Bereavement Leave was requested.

13. UNIFORMS AND SAFETY EQUIPMENT

13(a) UNIFORMS CLEANING AND REPLACEMENT ALLOWANCE

1. Employees shall receive a uniform cleaning allowance of \$400.00 per year, payable on July 1st of each year.
2. In addition to the allowance above, sworn employees shall receive from the City \$600.00 per year for the purchase of uniforms and equipment. Non-sworn employees shall receive from the City \$500.00 per year for the purchase of uniforms and equipment.

13(b) NEW HIRES

1. The City shall provide new Police Officer hires the needed uniform and equipment. The following items shall be provided:

UNIFORM

- A. Two (2) short sleeve shirts
- B. One (1) long sleeve shirt
- C. Two (2) pairs of pants
- D. One (1) cap
- E. One (1) nylon jacket
- F. One (1) trouser belt
- G. One (1) pair duty shoes or boots (Limit \$50.00 max. unless approved by the Department.)
- H. One (1) tie with tie bar
- I. Four (4) keeper straps

SAFETY EQUIPMENT

- A. Service Weapon
The duty weapon issued to police officers by the City shall become the property of the officer after the officer has served 10 consecutive years with the Division. If the officer resigned or retires in good standing with the Division, the officer may keep possession of the weapon.
 - B. Holster
 - C. Sam Brown belt
 - D. Handcuffs and case
 - E. Impact Weapon
 - F. Key ring with appropriate station and City keys
 - G. Approved duty ammunition and carrier
 - H. Fingerprint kit with all necessary items
 - I. Rain Outerwear
 - J. Flashlight (Streamlight SL20 or equivalent)
 - K. Threat Level III Ballistic Vest (or lower at employee's option).
 - L. And any other equipment as deemed appropriate by the Department.
2. Uniform and equipment items shall meet the specifications set forth in the South Pasadena Police Manual.
 3. Such safety equipment shall remain the property of the City and shall be repaired or replaced by the City when defective.

4. Issued safety equipment shall be returned to the City upon termination of employment, with the exception of the Service Revolver as noted above.

14. OTHER BENEFITS

14(a) LONGEVITY PAY

1. The City shall increase the base salary of each employee by 2% for each 5 years of service to the City by such employee. As of January 1, 1996, the existing Longevity Pay Plan will be terminated for all members hired after January 1, 1996. Members on the City payroll on or before December 31, 1995, will be permitted to accrue time for an additional 4% in Longevity Pay in accordance with the provisions set forth in 15.1.1. Once a member has earned the additional 4%, the Longevity Pay Program shall be permanently frozen.
2. Per City Council Res. No. 6371 dated 1/17/96 - 15.1.2 is deleted. Effective upon the approval of amendments by the City Council, the accrual of additional time toward the earning of longevity credit will be frozen until June 30, 1995. Members currently earning longevity shall continue to receive longevity at their current level but shall not accrue additional time toward for longevity advancement. Members not currently receiving longevity shall not accrue time toward longevity nor shall they be eligible to be considered for longevity during the freeze period.

14(b) SHIFT DIFFERENTIAL

Employees assigned to work the night shift (currently termed 1800 hours to 0600 hours) shall receive a shift differential pay increase of 3% over their base pay during the term of such assignment.

14(c) BILINGUAL PAY

Employees who can communicate conversationally in Spanish or Chinese on a regular and/or recurring basis, shall receive an additional seventy-five (\$75.00) dollars in compensation each month. Prior to receiving such additional compensation, employees will be required to pass a bilingual proficiency test as established and agreed to between the City and the Association.

14(d) TUITION REIMBURSEMENT

There shall be no tuition reimbursement.

14(e) EDUCATIONAL INCENTIVE

Educational incentive pay shall be granted employees as follows:

1. 2.5% of the employee's applicable base salary shall be paid the employee above applicable base salary upon the completion of Intermediate P.O.S.T. Certificate, or;
2. 5% of the employee's applicable base salary shall be paid the employee above the applicable base salary upon the completion of Advanced P.O.S.T. Certificate.
3. The above rates shall not be compounded.
4. Personnel shall be compensated for their Intermediate and Advanced (P.O.S.T.) Certificate based on the submission date of the request and the date of eligibility. All personnel will be given a copy of their P.O.S.T. profile which will show their most current training points on file with P.O.S.T. after January 1st of each calendar year.
5. Employees that have received education incentive pay pursuant to previous agreements for job related coursework, associate and bachelor of arts degrees shall continue to receive this pay. Employees that did not qualify for such pay prior to February 3, 1999 shall not be entitled to this pay.

14(f) TRAINING INCENTIVE

1. Police Officers assigned to train a full-time police trainee shall receive an additional five (5) percent in compensation while so assigned. Further, in accordance with this Terms and Conditions document that the assigned Field Training Officer must possess a POST FTO Certificate.
2. Police Assistants assigned to train a new full-time Police Assistant shall receive an additional five (5) percent in compensation while so assigned.

14(g) EMPLOYEE WELLNESS, BALANCE AND PROFESSIONAL DEVELOPMENT

The City recognizes the importance of promoting employee wellness, balance and professional development. As such, the City shall bring the below listed benefits, as offerings and supplemental optional employee wellness & balance and professional development initiatives/programs, at no cost to the employee:

- (a) A meditation room will be made available for employee use to create a calm space that allows for mindfulness and wellness; and
- (b) Yoga & fitness classes will be offered on a regular basis in Council Chambers and/or at other city facilities, to support employee health and wellness; and
- (c) City sponsored Toastmasters club on site (includes membership & lunch) to provide opportunity for employees to develop public speaking and engagement skills with fellow city employees; and
- (d) A natural green space area will be created behind City Hall to facilitate time outside for lunches or meetings.

15. SPECIALTY ASSIGNMENTS

All assignments to specialty positions shall be preceded by the assignee acknowledging in writing that the assignment is temporary and at the will of the Chief and that upon inevitable rotation out of the assignment, the employee shall forfeit any right to administratively or civilly contest the Chief's exercise of discretion. Specialty assignments shall consist of: support services sergeant, professional services sergeant, detectives, crime analyst, school resource officer, professional standards, canine, training, and motorcycle.

Specialty assignments shall be of a limited duration, and an employee in such an assignment has no right to remain in that position. All specialty assignments shall be for a period of four (4) years, unless an employee voluntarily relinquishes the assignment, or the Chief determines it is in the best interest of the Department for the employee to be reassigned.

Within the final six (6) months of the four (4) year specialty assignment, the employee may request in writing, through channels to the Chief, for an extension of his/her specialty assignment. Request to extend a specialty assignment shall be for a term of one year and there shall be no limit on the number of extensions the employee may request. The decision to extend the specialty assignment lies solely with the Chief. A denial of a request to remain in a specialized assignment is not punitive and shall not be subject to appeal.

The following positions are specialty assignments:

- Support Services Sergeant
- Office of Professional Standards Sergeant
- Detective Personnel, including the Detective Sergeant, Crime Analyst/Crime Prevention Officer, and School Resource Officer
- Motorcycle Officer
- K9 Officer

15(a) DETECTIVE INCENTIVE

The City shall increase the pay of each employee assigned to the Detective Bureau by 5% of their base pay for the duration of their assignment.

15(b) MOTORCYCLE DUTY INCENTIVE

The City shall increase the pay of each employee assigned to motorcycle duty by 5% of their base pay for the duration of their assignment. In addition, the City shall provide boots, glasses, gloves, a helmet, a jump suit, and two pairs of motor breeches (pants) as safety equipment. Employee(s) assigned to motorcycle duty are required to maintain the motorcycle in clean condition, keep the motorcycle in a covered facility, and otherwise maintain and reasonably safeguard the motorcycle. The officer assigned to motorcycle duty has "take home" privileges, so long as the motorcycle is not taken beyond a forty (40) mile radius from City Hall. The employee must have a motorcycle endorsement on his/her driver's license.

15(c) K9 INCENTIVE

The City shall increase the pay of each employee assigned to K9 duty by 5% of their base pay for the duration of their assignment. In addition, the City shall provide a jump suit and a police vehicle specially outfitted for a K9 assignment. An employee assigned to K9 duty shall have "take home" privileges with the vehicle.

16. GENERAL PROVISIONS

16(a) PROVISIONS OF MOU

It is understood and agreed that there exists within the City, in written form, rules and regulations, including what are specifically described as City Personnel Rules and Regulations, Parts I and II. Except as specifically modified by the 2014-2017 MOU, these rules and regulations and any subsequent amendments thereto, shall be in full force and effect. Before any new or subsequent amendments to these rules and regulations, which substantially affect wages, hours, and terms and conditions of employment are implemented, the City shall Meet and Confer with the Association regarding these changes. Nothing provided herein shall prevent the City from implementing such rules and regulations provided it has met and conferred with the Association as required.

16(b) SEVERABILITY PROVISION

Should any part of this MOU be found to be inoperative, void, or invalid by a court of competent jurisdiction, the remainder shall remain in full force and effect for the duration of this MOU.

16(c) RENEGOTIATION

When the Association or the City desires to Meet and Confer in good faith on the provisions of a Successor to this MOU, it shall serve upon the other party not later than March 1st its written proposal for such Successor Agreements including salary and benefits proposals. Upon receipt of such written notice and proposals, Meet and Confer shall begin no later than April 1st.

16(d) GRIEVANCE PROCEDURE

The grievance procedure applicable to unit members shall be found in the Personnel Rules and Regulations, Part I, Rule 13.

17. ADDITIONAL PROVISIONS

17(a) PROBATIONARY PERIOD FOR NEW HIRES

Probationary Periods for New Hires: The Association agrees that the probationary period for new hires shall be 18 months, extendable by the Chief for six months upon good cause and written notice in advance of the expiration of the 18 month period to the employee. Probationary period for promotions shall be 12 months, extendable by the Chief for six months upon good cause and written notice in advance of the expiration of the 12 month period to the employee.

17(b) REOPENER

A. SALARY

This MOU shall be subject to a reopener at direction of the City Council, upon adoption by the City Council of a Resolution evidencing a finding by the Council that any or all of the following events have occurred during the 2019-2020, 2020-2021, or 2021-2022 fiscal years:

1. Five percent (5%) or greater reduction in general fund revenues during each fiscal year for the period July 1 through December 31 compared to the immediately preceding same period of time; and/or the period January 1 through June 30 and the same preceding period of time. The decline, if any, shall be measured by receipts during the applicable

period of time, (Revenue reductions attributed to state withholding of local funds, shall be included in measuring the five percent (5%) reduction) or,

2. A determination by the City Council to implement this Section 1. shall not be subject to administrative challenge.

Although invocation of this Article shall not in and of itself constitute a revocation of terms and conditions of employment in force and effect prior to this 2019-2022 MOU, such provisions shall be subject to the meet and confer process conducted pursuant to this reopener.

**B. PERSONNEL RULES AND EMPLOYER EMPLOYEE RELATIONS
RESOLUTION/ORDINANCE**

During the term of this MOU, the parties agree that City Manager may reopen the meet and confer process regarding the amendment of existing personnel rules and regulations and adoption of successor rules and regulations.

During the term of this MOU, the parties agree that City Manager may reopen the MOU in order to negotiate an Employer-Employee Relations Resolution or Ordinance, utilizing the meet and consult process.

C. HEALTH INSURANCE

The City may reopen negotiations on the issue of health insurance benefits or cafeteria plan (including, as to both, but not limited to, plan benefits or structure, City or employee contributions and/or opt out amount or requirements) in order to avoid penalties or taxes under the ACA or other statutory scheme that may result from an interpretation of the ACA or other statutory scheme by the Internal Revenue Service or other federal agency (including, but not limited to, a revenue ruling, regulation or other guidance) or state agency, or a ruling by a court of competent jurisdiction.

18. RATIFICATION AND IMPLEMENTATION


The City and the POA acknowledge that this MOU shall not be in full force and effect until ratified by its membership and adopted in the form of a resolution by the City Council of the City of South Pasadena. Subject to the foregoing, this MOU is hereby executed and authorized by the designated representatives of the City and the Association and entered into on this ____ day of _____, 2019.

19. TERM

The term of this MOU shall be from July 1, 2019 through June 30, 2022.

**SOUTH PASADENA POLICE OFFICERS'
ASSOCIATION**

CITY OF SOUTH PASADENA



Avick Manukian, President

Marina Khubesrian, M.D., Mayor



Andy Dubois, Member At Large

Stephanie DeWolfe, City Manager

APPENDIX A

Police Officers' Association Monthly Salary Schedule

	A	B	C	D	E
Sergeant	\$ 7,663	\$ 8,046	\$ 8,448	\$ 8,870	\$ 9,314
Corporal	\$ 6,386	\$ 6,705	\$ 7,040	\$ 7,392	\$ 7,762
Police Officer	\$ 6,127	\$ 6,434	\$ 6,756	\$ 7,093	\$ 7,448
Police Officer Recruit	\$ 6,127	\$ 6,434	\$ 6,756	\$ 7,093	\$ 7,448
Senior Clerk	\$ 4,343	\$ 4,560	\$ 4,788	\$ 5,028	\$ 5,279
Police Assistant	\$ 4,063	\$ 4,266	\$ 4,480	\$ 4,704	\$ 4,939
Support Services Assistant	\$ 4,343	\$ 4,560	\$ 4,788	\$ 5,028	\$ 5,279
Police Clerk II	\$ 3,307	\$ 3,473	\$ 3,646	\$ 3,829	\$ 4,020
Parking Control Officer	\$ 3,536	\$ 3,713	\$ 3,898	\$ 4,093	\$ 4,298
Police Clerk I	\$ 2,930	\$ 3,076	\$ 3,230	\$ 3,391	\$ 3,561

Effective July 1, 2019

APPENDIX B

Police Officers' Association Monthly Salary Schedule

	A	B	C	D	E
Sergeant	\$ 8,088	\$ 8,492	\$ 8,917	\$ 9,363	\$ 9,831
Corporal	\$ 6,740	\$ 7,077	\$ 7,431	\$ 7,803	\$ 8,193
Police Officer	\$ 6,127	\$ 6,434	\$ 6,756	\$ 7,093	\$ 7,448
Police Officer Recruit	\$ 6,127	\$ 6,434	\$ 6,756	\$ 7,093	\$ 7,448
Senior Clerk	\$ 4,585	\$ 4,814	\$ 5,055	\$ 5,308	\$ 5,573
Police Assistant	\$ 4,290	\$ 4,504	\$ 4,729	\$ 4,966	\$ 5,214
Support Services Assistant	\$ 4,585	\$ 4,814	\$ 5,055	\$ 5,308	\$ 5,573
Police Clerk II	\$ 3,492	\$ 3,666	\$ 3,849	\$ 4,042	\$ 4,244
Parking Control Officer	\$ 3,732	\$ 3,918	\$ 4,114	\$ 4,320	\$ 4,536
Police Clerk I	\$ 3,031	\$ 3,182	\$ 3,341	\$ 3,509	\$ 3,684

Effective January 1, 2020 – *If sales tax measure scheduled for the November 2019 election is passed by the electorate*

APPENDIX C

Police Officers' Association Monthly Salary Schedule

	A	B	C	D	E
Sergeant	\$ 8,250	\$ 8,662	\$ 9,095	\$ 9,550	\$ 10,028
Corporal	\$ 6,875	\$ 7,219	\$ 7,580	\$ 7,959	\$ 8,357
Police Officer	\$ 6,250	\$ 6,563	\$ 6,891	\$ 7,235	\$ 7,597
Police Officer Recruit	\$ 6,250	\$ 6,563	\$ 6,891	\$ 7,235	\$ 7,597
Senior Clerk	\$ 4,677	\$ 4,910	\$ 5,156	\$ 5,414	\$ 5,684
Police Assistant	\$ 4,375	\$ 4,594	\$ 4,824	\$ 5,065	\$ 5,318
Support Services Assistant	\$ 4,677	\$ 4,910	\$ 5,156	\$ 5,414	\$ 5,684
Police Clerk II	\$ 3,561	\$ 3,739	\$ 3,926	\$ 4,123	\$ 4,329
Parking Control Officer	\$ 3,806	\$ 3,997	\$ 4,197	\$ 4,406	\$ 4,627
Police Clerk I	\$ 3,091	\$ 3,246	\$ 3,408	\$ 3,579	\$ 3,758

Effective July 1, 2020 - *If sales tax measure scheduled for the November 2019 election is passed by the electorate*

APPENDIX D

APPENDIX D

Police Officers' Association Monthly Salary Schedule

	A	B	C	D	E
Sergeant	\$ 8,415	\$ 8,835	\$ 9,277	\$ 9,741	\$ 10,228
Corporal	\$ 7,013	\$ 7,363	\$ 7,732	\$ 8,118	\$ 8,524
Police Officer	\$ 6,375	\$ 6,694	\$ 7,028	\$ 7,380	\$ 7,749
Police Officer Recruit	\$ 6,375	\$ 6,694	\$ 7,028	\$ 7,380	\$ 7,749
Senior Clerk	\$ 4,770	\$ 5,009	\$ 5,259	\$ 5,522	\$ 5,798
Police Assistant	\$ 4,463	\$ 4,686	\$ 4,920	\$ 5,166	\$ 5,425
Support Services Assistant	\$ 4,770	\$ 5,009	\$ 5,259	\$ 5,522	\$ 5,798
Police Clerk II	\$ 3,633	\$ 3,814	\$ 4,005	\$ 4,205	\$ 4,415
Parking Control Officer	\$ 3,883	\$ 4,077	\$ 4,281	\$ 4,495	\$ 4,719
Police Clerk I	\$ 3,153	\$ 3,311	\$ 3,476	\$ 3,650	\$ 3,833

Effective July 1, 2020 - *If sales tax measure scheduled for the November 2019 election is passed by the electorate*

APPENDIX E

Procedure for Movie Detail Assignments

- A. **Eligibility:** A movie detail binder containing officer's eligibility will be maintained in the Watch Commander's office. If an officer declines a detail his/her eligibility will stay the same. New officers or officers that placed themselves inactive wishing to enter the eligibility list will start from bottom of the eligibility list.
- B. **Order of Eligibility:**
1. Full-time Sergeants, Corporals, and officers will have first priority for details.
 2. Full-time Captains and Lieutenants (Management) would have second eligibility.
 3. Reserve officers who have complied with their monthly patrol requirement would have third eligibility.

Assignment list: Shall be the list the watch commander consults in order to make assignments of personnel to any given detail. The assignment list shall:

1. Consist of all sworn department personnel below the rank of Captain regardless of assignment. If no full-time sworn employees are available, Captains, Lieutenants, and Reserve personnel may be assigned.
2. Personnel can be added or removed from the list:
 - At the employee's written request.
3. For purposes of assignment, all personnel shall be treated equally regardless of rank.
4. The assignment list shall run continuously from the date this procedure goes into effect.

1. Eligibility for assignment:

Means that the officer is available to accept the movie detail. An officer is not eligible if:

1. The officer has a "be in court" subpoena for the day of the detail.
2. The officer has an "on-call" subpoena for the day of the detail, and was unable to arrange for coverage (movie detail) in the event they are called to court.

3. Working the detail would cause the officer to work an excess of 18 hours in any 24-hour period (This includes prior on duty time).
 4. The officer is on a scheduled workday and taking time off would result in a staffing shortage pursuant to current staffing policy.
2. **Filming request:** All requests to conduct filming with South Pasadena shall be received and processed by the Finance Department in accordance with the City's Film Policy.
 3. **Notification:** The film coordinator shall notify the on-duty watch commander of the movie detail including all relevant information relating to the detail (i.e. location, size of film crew, complexity, safety issues, etc.).
 4. **Assignments:** The on-duty watch commander shall:
 1. Make a determination in conjunction with the City's film coordinator as to the number of officer(s) and resources required.
 2. Make the appropriate notification and assignment of personnel following the procedure outlined in this order.
 3. All movie detail information shall be entered into the "Event tracker" module of the records management system.
 4. If available, and with the approval of the on-duty watch commander; officers may take a police vehicle to the movie detail.
 5. **Selection of personnel:**

The selection of personnel for the detail shall be conducted in the following manner:

1. The on-duty watch commander shall consult the "Movie Detail Assignment List" to determine the next eligible officer(s). The watch commander shall then notify via Nixle alert system as soon as possible.
2. The on-duty watch commander shall contact each eligible officer according to contact information stored in the Department's movie binder. It is the individual officer's responsibility to ensure their most current contact information is being stored in Nixle alerts.
3. If the officer accepts the assignment, an appropriate notation shall be made on the list and updated.

4. If the officer declines the detail or fails to respond during the allotted time frame, the officer's name shall remain in place and eligible for the next assignment.

5. No swapping of details is allowed. In the event that an assigned officer is unable to fulfill his/her detail, he/ she shall immediately notify the on-duty watch commander who will then assign a replacement in accordance with the selection of personnel.

6. No bumping of officers is allowed. Once a detail is assigned, the assigned officer's assignment shall not be rescinded except for cause.

7. No officer shall work any movie detail in excess of 18 hours. No officer shall work any combination of regular assigned shift, court, or movie detail hours in excess of 18 total hours.

8. Watch Commander's shall note the names/times of officers that where called on movie permit copy that are kept is kept in the "movie detail" binder.

9. Once a Nixle alert has been sent, officers time-line to accept a detail are as follows:

12 hours or less:	4 hours
13-24 hours:	6 hours
25-48 hours	12 hours
Over 48 hours	18 hours

ATTACHMENT 3

A resolution adopting an MOU between the City and the
Public Service Employees' Association (PSEA),
superseding Resolution No. 7527 and Resolution No.
7586

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
ADOPTING A MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SOUTH PASADENA AND
THE SOUTH PASADENA PUBLIC SERVICE EMPLOYEES'
ASSOCIATION, SUPERSEDING RESOLUTION NO. 7527
AND RESOLUTION NO. 7586**

WHEREAS, California Government Code Section 3500, et seq., (the Meyers-Milias-Brown Act) requires that public employers meet and confer regarding wages, hours, and other terms and conditions of employment; and

WHEREAS, in April 2019, the City conducted a salary survey of compensation for all full-time classifications, which served as the data upon which compensation considerations were made, comparing salary data with nine other comparable public agency cities of similar size, demographics and services to the public; and

WHEREAS, the City's negotiating team met and conferred with the South Pasadena Firefighters' Public Service Employees' Association (PSEA) representatives on numerous occasions to discuss terms and conditions of employment; and

WHEREAS, the City and the FFA has agreed to the terms included in the attached Memorandum of Understanding attached hereto as "Exhibit A."

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. Exhibit A is approved and adopted by the City Council of the City of South Pasadena.

SECTION 2. The City Clerk of the City of South Pasadena shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

PASSED, APPROVED AND ADOPTED ON this 17th day of July, 2019.

Marina Khubesrian, M.D., Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, City Clerk
(seal)

Teresa L. Highsmith, City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 17th day of July, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

EXHIBIT A

CITY
of
SOUTH PASADENA

AND

PUBLIC SERVICE EMPLOYEES' ASSOCIATION
MEMORANDUM OF UNDERSTANDING

2019-2022

EFFECTIVE JULY 1, 2019 – JUNE 30, 2022

**CITY OF SOUTH PASADENA
PUBLIC SERVICE EMPLOYEES' ASSOCIATION
MEMORANDUM OF UNDERSTANDING
2019-2022**

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1. RECOGNIZED REPRESENTATIVES, PARTIES, TERMS AND REOPENERS

1(a) RECOGNIZED REPRESENTATIVES

The City recognizes the SOUTH PASADENA PUBLIC SERVICE EMPLOYEES' ASSOCIATION (Association) as the exclusive representative for all employees identified in Section 2, "Represented Classifications"

1(b) PARTIES

This Memorandum of Understanding hereinafter referred to as the "MOU" is made and entered into by and between the City of South Pasadena, a Municipal Corporation hereinafter referred to as the "City", and the South Pasadena Public Service Employees' Association pursuant to Government Code Section 3500 et. seq.

1(c) TERM OF AGREEMENT

This Memorandum of Understanding shall be in effect on July 1, 2019 and shall continue in full force until June 30, 2022.

1(d) REOPENERS

This MOU shall be subject to a reopener at direction of the City Council, upon adoption by the City Council of a Resolution evidencing a finding by the Council that any or all of the following events have occurred during the 2019-2020, 2020-2021 or 2021-2022 Fiscal Years:

- a. Five percent (5%) or greater reduction in general fund revenues during each fiscal year for the period July 1 through December 31 compared to the immediately preceding same period of time; and/or the period January 1 through June 30 and the same preceding period of time. The decline, if any, shall be measured by receipts during the applicable period of time, (Revenue reductions attributed to state withholding of local funds, shall be included in measuring the five percent (5%) reduction) or,
- b. A determination by the City Council to implement this Section a. shall not be subject to administrative challenge.

Although invocation of this Article shall not in and of itself constitute a revocation of terms and conditions of employment in force and effect prior to this 2019-2022 MOU, such provisions shall be subject to the meet and confer process conducted pursuant to this reopener.

**PERSONNEL RULES AND EMPLOYER EMPLOYEE RELATIONS
RESOLUTION/ORDINANCE REOPENER:**

During the term of this MOU, the parties agree that the City Manager may reopen the meet and confer process regarding the amendment of existing personnel rules and regulations and adoption of successor rules and regulations.

During the term of this MOU, the parties agree that the City Manager may reopen the MOU in order to negotiate an Employer-Employee Relations Resolution or Ordinance, utilizing the meet and consult process.

HEALTHCARE REOPENER

The City may reopen negotiations on the issue of health insurance benefits or cafeteria plan (including, as to both, but not limited to, plan benefits or structure, City or employee contributions and/or opt out amount or requirements) in order to avoid penalties or taxes under the ACA or other statutory scheme that may result from an interpretation of the ACA or other statutory scheme by the Internal Revenue Service or other federal agency (including, but not limited to, a revenue ruling, regulation or other guidance) or state agency, or a ruling by a court of competent jurisdiction.

2. REPRESENTED CLASSIFICATIONS

The City hereby confirms the South Pasadena Public Service Employees' Association as the representative of the employees in the classification listed below:

- | | |
|-----------------------------------|--|
| Account Clerk | Maintenance Worker I |
| Accountant | Maintenance Worker II |
| Accounting Technician I | Management Aide |
| Accounting Technician II | Management Analyst |
| Administrative Secretary | Management Assistant |
| Assistant Planner | Parks Supervisor |
| Associate Planner | Program Specialist |
| Associate Civil Engineer | Public Works Assistant |
| Building Maintenance Worker | Public Works Inspector |
| Civil Engineering Assistant | Senior Electrician |
| Community Improvement Coordinator | Senior Maintenance Worker |
| Community Services Coordinator | Senior Management Analyst |
| Deputy City Clerk | Senior Planner |
| Electrician | Senior Water Utility Worker |
| Facilities Maintenance Supervisor | Senior Water Production/Treatment Operator |
| Film Liaison | Street Supervisor |
| Grants Analyst | Transportation Driver |
| Librarian | Water Operations Supervisor |
| Library Associate | Water Conservation Analyst |
| Library Clerk I | Water Production/Treatment Operator |
| Library Clerk II | |

Library Digital Services Manager
Library Public Services Manager
Library Support Services Manager
Library Technical Assistant

Water Utility Worker I
Water Utility Worker II

3. GENERAL PROVISIONS

3(a) SEVERABILITY

If any Article or Section of this MOU, or any Addendum thereto, should be held invalid by operation of law, or by any tribunal or office of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal or office, the remainder of this MOU shall not be affected thereby and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or section.

3(b) EFFECT

It is understood and agreed that this MOU shall not become effective for any purpose or be binding on either party until approved by the City Council, and nothing herein shall be construed as obligating the City Council to approve in whole or in part. If the City Council approves in full, then this MOU shall become immediately effective. If the City Council fails to approve in full without modification, then this MOU shall become null and void. This MOU constitutes and includes all negotiations, compromises and representations made by either party; and both parties acknowledge that each has met and conferred in good faith herein.

4. ASSOCIATION RIGHTS

4(a) MONTHLY CHANGE OF STATUS RECORD

The City shall provide the Association with a monthly change of status record of those Association members who are terminated, on leave of absence, or temporarily disabled.

4(b) STEWARDS TRAINING

The City shall provide up to a combined total of forty (40) hours for all stewards, subject to supervisory approval, of City time per year for Association Stewards to attend Association sponsored steward Training Programs.

4(c) STEWARDS PROGRAM

1. List of Stewards - It is agreed by the parties to this Memorandum of Understanding that the recognized employee organization may select one Steward per work site or appoint the members of the Board of Directors as the Stewards for this unit. The recognized employee organization shall give the City's Human Resources Manager a written list of employees who have been selected as Stewards. This list shall be kept current by the recognized employee organization.
2. Stewards may spend a reasonable amount of time needed to expeditiously conduct the following activities: discuss matters with grievant, record information, advise or recommend action, assist in completion of documents necessary to formal grievance processing, investigate allegations which may form the basis for the grievance, and if so requested, appear with the grievant during all phases of the grievance process. This activity may be undertaken without reprisal, discrimination or intimidation.
3. Permission to Leave to Conduct Grievance Activities - Stewards, when leaving their work locations to transact such investigations or processing, shall first obtain permission from their immediate supervisor and inform him/her of the nature of the business. Permission to leave will be granted promptly unless such absence would cause undue interruption of work. If such permission cannot be granted promptly, the Steward will be immediately informed when the time will be made available. Stewards shall give their immediate supervisor reasonable advance notice of the need to take time away from their work for these activities, unless unable to do so because of exigent circumstances.
4. Upon entering a work location, the Steward shall inform the grievant's immediate supervisor of the nature of his/her business. Permission to leave the job will be granted promptly to the grievant unless the absence would cause an undue interruption of work. If the employee cannot be made available, the Steward will be immediately informed when the employee will be made available.
5. No Compensatory or Overtime Pay for Steward Functions - The recognized employee organization agrees that a Steward shall not log compensatory time or overtime pay for the time spent performing any function of a Steward and such time spent shall not constitute hours worked for purposes of calculating overtime.
6. Role of Steward - The role of the Steward is to provide timely grievance representation at the first steps of the grievance procedure in an effort to resolve grievances at the lowest possible level and to increase

communication between the recognized employee organization and the City.

4(d) DEFINITION OF GRIEVANCE

1. A claimed violation, misinterpretation, inequitable application, or non-compliance with the provisions of the current Memorandum of Understanding or any supplemental agreements. It is not to include a mere difference of opinion involving a management or department head exercise of discretion.
2. A claim by any employee or a group of employees or by the recognized employee organization in his/her, their or its own behalf, of a violation, misinterpretation, or inequitable application of existing policy, orders, rules, and regulations or then existing practice applicable to the public jurisdiction or its employees or the recognized employee organization.

4(e) DUES AND BENEFITS DEDUCTIONS

1. New Employee Orientation. In accordance with AB 119, the City shall notify the Association President and Treasurer by email when a new employee is hired into the bargaining unit, including during new employee onboarding and when a new employee orientation occurs. The President or Treasurer will notify the City's Human Resources Department by email when a new employee has signed a membership card authorizing membership dues deduction and when such deductions shall begin. The City shall also provide the President and Treasurer with periodic lists of employees in the bargaining unit. The City shall also provide paid release time of one hour for one Association representative to meet with new employees for the purposes of discussing membership in the Association. This meeting shall take place at the end of the new employee orientation.
2. Dues Deductions. The City shall deduct dues on a regular payroll basis from the pay of all Association members. Such deductions shall be authorized in writing on a form approved and provided by the Association for this purpose. The membership cards shall be retained by the Association. The City shall rely on a certification from the Association for the authorization, modification, or cancellation of any/all dues deductions. The City shall remit such funds to the Association within thirty (30) days following their deduction. The Association shall update its certified list of members as new members are added or members withdraw, and submit that updated certified list to the City promptly. The City shall only request to see an actual authorization form if there is a dispute about it.
3. Indemnification. In accordance with SB 866, the Association shall indemnify, defend, and hold the City harmless against any liability arising

from any claims, demands, or other action relating to the City's compliance with the terms of this Article.

5. MANAGEMENT RIGHTS

5(a) The City retains all its exclusive rights and authority under federal and state law and the City Code, and expressly and exclusively retains its management rights, which include, but are not limited to:

1. The exclusive right to determine the mission of its constituent departments, commissions, boards.
2. Set standards and levels of service.
3. Determine the procedures and standards of selection for employment and promotions.
4. Direct its employees.
5. Establish and enforce dress and grooming standards.
6. Determine the methods and means to relieve its employees from duty because of lack of work or other lawful reasons.
7. Maintain the efficiency of governmental operation.
8. Determine the methods, means and numbers and kinds of personnel by which government operations are to be conducted.
9. Determine methods of financing.
10. Determine style and/or types of City-issued wearing apparel, equipment or technology to be used.
11. Determine and/or change the facilities, methods, technology means or organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted.
12. Determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions including but not limited to, the right to contract for or subcontract any work or operations of the City.
13. To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice.

14. Establish and modify productivity and performance programs and standards.
 15. Discharge, suspend, demote, reprimand, withhold salary increases and benefits or otherwise discipline employees in accordance with applicable law.
 16. Establish employee performance standards including but not limited to, quality and quantity standards, and to require compliance therewith.
 17. Take all necessary actions to carry out its mission in emergencies.
 18. Exercise complete control and discretion over its organization and the technology of performing its work.
- 5(b) The exercise by the City of its management rights shall not in any way, directly or indirectly, supersede the City Personnel Rules and this Memorandum of Understanding. Except in emergencies or when the City is required to make changes in its operations because of the requirements of law, whenever the exercise of management rights shall impact on members of the bargaining unit in their wages, hours, or other terms and conditions of employment, the City agrees to meet and confer with representatives of the Association, at their request, regarding the impacts of the exercise of such rights, unless the matter of the exercise of such rights is provided for in the Memorandum of Understanding or in the Personnel Rules and Salary resolutions. By agreeing to meet and confer with the Association as to the impacts of the exercise and of the foregoing management rights, management's discretion in the exercise of these rights shall not be diminished.
- 5(c) The following incorporates the side letters entered into by the City and Association, which shall continue in effect during the term of this MOU:
1. For the 2012-2014 MOU, the side letter recognizes that the parties agree that the substance of the side letter executed by them on or about July 23, 2013 and ratified by the City Council by Resolution No. 7311 on August 14, 2013 is incorporated into the appropriate sections of this MOU where warranted. Changes set forth in the side letter included, but were not necessarily limited to:

The Management Generalist series of classifications, the first five of which are represented by PSEA (Management Aide, Management Assistant, Management Analyst, Water Conservation Analyst (equivalent to Management Analyst), Senior Management Analyst, and Principal Management Analyst).

City has the management right to promote any employee holding a PSEA-represented position to a position outside of the PSEA-represented bargaining unit within the Management Generalist series without meeting and conferring regarding either its decision to promote, or the impacts of its decision to promote.

City will not promote a PSEA-represented employee to any position within the Management Generalist series position without the employee's consent.

PSEA-represented employees who accept promotion to the unrepresented Principal Management Analyst classification position shall have no "right of return" to their PSEA-represented position. PSEA-represented employees who accept promotion to Management Assistant, Management Analyst or Senior Management Analyst will have those "bumping" rights as set forth in Rule 14 of the City's Personnel Rules and Regulations.

City will respect and honor the decision of any PSEA-represented employee who does not want to promote to any position within the Management Generalist Series.

PSEA waives the right to grieve or challenge in any administrative or judicial forum City's decision to promote a PSEA-represented employee to any position within the Management Generalist series.

PSEA waives the right to grieve or challenge in any administrative or judicial forum City's decision to appoint a PSEA-represented employee to any position within the Management Generalist series.

2. For the 2014-2017 MOU, the side letter recognizes that the parties agree that the substance of the side letter executed by them on or about September 7, 2016 and ratified by the City Council by Resolution No. 7479 on September 21, 2016 is incorporated into the appropriate sections of this MOU where warranted. Changes set forth in the side letter included, but were not necessarily limited to:

Revising the job description and salary schedule for the Program Specialist classification, reclassifying an existing Program Specialist position in the Recreation Division, and reclassifying a Program Specialist position in the Transit Division to the Management Aide classification;

Reorganization of the City's Transit Division to reflect the elimination of the Community Services Coordinator position from the Transit Division;

Revising the job description and salary schedule for the Community Services Coordinator classification and reclassification of existing

Community Services Coordinator to new classification and salary schedule;

Revising the job description for the Transportation Driver classification;

Revising the job description for the Associate Planner and Senior Planner classifications and creation of a "Planner" classification series, consisting of the Assistant Planner, Associate Planner and Senior Planner classifications; and

Eliminating the Human Resources Technician classification and reclassifying it to the Management Assistant classification.

- 5(d) For the 2017-2019 MOU, in order to implement the changes approved by the South Pasadena Library Board of Trustees and City Council in the 2016 South Pasadena Public Library Operations Plan, the following changes and reclassifications set forth shall be agreed to for the term of the 2017-2019 MOU:

The parties agree that:

1. A new classification of Library Public Services and Support Services Manager shall be created;
2. The Senior Librarian classification shall be eliminated;
3. Two current employees in the Senior Librarian classification shall be reclassified as Library Public Services and Support Services Managers;
4. One vacant Senior Librarian position shall be reclassified to Library Digital Services Manager;
5. The Librarian classification job description shall be revised; and
6. A new classification of Library Associate shall be created.

- 5(e) Furthermore, also regarding the July 1, 2017-June 30, 2019 MOU, the parties agreed to the following:

The City may enter into a contract with HdL to perform business license and related functions for the City. The City may also abolish the Senior Account Clerk classification and layoff the current employees serving in that classification.

The City may enter into a contract with ADP to perform payroll and related functions for the City. The City may also abolish the Payroll Coordinator classification and layoff the current employee serving in that classification.

The following classifications were created:

Accounting Technician I,
Accounting Technician II; and
Accountant.

6. COMPENSATION

6(a) SALARY SCHEDULE ADJUSTMENTS AS OF JULY 1, 2019

Salaries shall be stated in Appendix A titled "July 1, 2019 PSEA FT Salary Schedule".

6(b) SALARY SCHEDULES

If a sales tax increase is approved by the City's voters in the November 2019 election:

1. Effective January 1, 2020, the salaries shall be as stated in Appendix B, titled "January 1, 2020 PSEA FT Salary Schedule";
2. Effective July 1, 2020, the salaries shall be as stated in Appendix C, titled "July 1, 2020 PSEA FT Salary Schedule", which reflects a 2% increase over Appendix B; and
3. Effective July 1, 2021, the salaries shall be as stated in Appendix D, titled "July 1, 2021 PSEA FT Salary Schedule", which reflects a 2% increase over Appendix C.

If the sales tax increase is not approved by the City's voters in the November 2019 election, Appendix A shall be in effect throughout the term of the MOU.

7. HOURS

7(a) OVERTIME

1. The City shall compensate employees at the rate of time and one-half for all hours worked in excess of their daily shift; hours worked in excess of a regularly scheduled workweek; eighty hours in a pay period; and holidays (exclusive of holiday pay). However, the City shall not use these hours twice to calculate overtime.
2. Subject to limitations in Section 7(a)(3)(4) below, overtime compensation may be made either in the form of cash payment or in Compensatory Time Off (hereinafter termed "CTO") at the option of the employee between January 1, and November 30. During December, overtime worked will be paid as a cash payment with payroll.

3. All employees shall be permitted to accumulate CTO to a maximum of 100 hours. Once this limit is reached, employees shall be compensated in cash at the rate of 1.5 times their rate of pay for overtime worked. The employee has the option to accumulate CTO when his/her CTO balance is reduced to less than 100 hours. To the extent permitted by law, the City shall retain the option to exercising discretion to require employees to utilize already accumulated CTO hours.
4. The use of CTO is subject to approval by the Department Head and shall not cause projected additional overtime to be incurred by the Department. And approved CTO shall not be denied less than 72 hours prior to the effective use of CTO unless extraordinary circumstances occur as determined by the City Manager.
5. Use of earned and accrued CTO hours shall be subject to prior approval by the supervisor of the employee requesting use of said time off. The determination as to granting or denying use of the CTO shall be based on considerations including but not limited to: impact of the CTO use on overtime expenditures and on operational needs of the impacted City Department.
6. Beginning January 1, 2020, CTO may not be cashed out at the employee's discretion. Beginning January 1, 2020 , any CTO accrued between January 1 through November 30, that was not used for time off, shall be paid in cash with payroll in December. CTO balances as of December 31, 2019 will not be cashed out and are available to be used as time off.

7(b) WORK SCHEDULES/CITY HALL/PUBLIC WORKS YARD

Employees working at City Hall and the Public Works Yard would be required to work a nine hour work day with a half hour lunch on Monday through Thursday and an eight hour work day with a half hour lunch on alternating Fridays. The City Manager's Office in conjunction with the Department Heads would determine which employees would be scheduled on each Friday so that City Hall/Public Works is adequately staffed. The employee's supervisor shall determine the lunch break schedule.

The City will transition to a 4/10 schedule, with Friday being the day off, starting with City Hall and to the extent possible, for all classifications by December 31, 2019.

During this transition, for all employees not assigned to City Hall, the City will meet and confer with the Association prior to making schedule changes. The City is not waiving any management rights it has related to changing employee work schedules with regard to schedule changes unrelated to this transition.

7(c) DIFFERENTIAL PAY FOR SUNDAY HOURS

Any full-time permanent employee who is in the Public Service Employees' Association and is assigned to work a Sunday schedule shall receive time and one-half (1-1/2) for all Sunday hours worked.

7(d) EXTENDED OVERTIME PAY

Any employee who is required to work a shift of more than twelve (12) hours in a single shift shall receive double time for all hours beyond twelve (12) hours. A shift shall be defined as the first 24 hours following the employee's normal starting time.

7(e) WINTER HOLIDAY CLOSURE

City Hall shall close each year from December 25 to January 1. Each unit employee shall receive three additional days off with pay during that period, in addition to December 25 and January 1. If a recognized holiday (December 25 and/or January 1) falls on a Saturday, the employee shall receive the prior Friday as a day off with pay. If that Friday is the employee's regular day off, the employee will receive a floating holiday to use within the following 12 months. That floating holiday is not subject to cash out, nor can it be rolled over beyond the initial 12 months. If the recognized holiday (December 25 and/or January 1) falls on a Sunday, the employee shall receive the following Monday as a day off with pay. If that Monday is the employee's regular day off, the employee will receive a floating holiday to use within the following 12 months. That floating holiday is not subject to cash out, nor can it be rolled over beyond the initial 12 months.

If the recognized holiday (December 25 and/or January 1) falls on the employee's regular day off, the employee will receive either: 1) in the case of a regularly scheduled Monday off, then Tuesday will be given off with pay; or 2) in the case of a regularly scheduled Friday off, then Thursday will be given off with pay.

Applicable to Public Works Water Division Operations Only: If any employee is required to work during the holiday closure, they will receive a floating holiday for each day they work. The floating holiday will be subject to the rules described in this subsection.

8. RETIREMENT (SUBJECT TO AB 340 LANGUAGE BELOW)

8(a) PARTICIPATION IN PERS

For "classic members", (i.e., employees who are not "new members" under the California Public Employees' Pension Reform Act of 2013 ("PEPRA"), the City agrees to participate in the California Public Employees' Retirement System,

2%@55 plan and to provide a “single highest year” benefit (Section 20042 of the *Government Code*)

8(b) EMPLOYEE’S SHARE

Effective July 1, 2013, all classic members shall pay 100% of the statutorily required member contribution.

8(c) SICK LEAVE CONVERSION

The City has contracted for the benefit of sick leave conversion pursuant to Section 20965 of the California Government Code.

8(d) RETIRED EMPLOYEE’S MEDICAL COVERAGE

As regards unit employees hired on or after the date of City Council adoption of the 2012-14 MOU or resolution of an impasse regarding the 2012-13 fiscal year, the City contribution to an individual employee’s health benefit plan on retirement shall be as prescribed in Government Code section 22892 and shall therefore be in an equal amount for both active employees and annuitants, as that amount may from time to time be adjusted upward and/or downward as required by Section 22892. As regards all unit employees employed by the City prior to City Council adoption of the 2012-14 MOU, or resolution of an impasse regarding the 2012-13 fiscal year, and who become retirees on and after July 1, 2012, the City contribution to an individual retiree’s health benefit plan shall be in the amount of \$625 monthly, subject to CALPERS – mandated reductions in coordination with Medicare coverage.

Effective July 1, 2020, the City shall modify its resolution filed with CalPERS to set the City’s equal contribution for Association employees and annuitants at the minimum amount required under Government Code section 22892, which amount may be changed annually by CalPERS. For retirees who currently qualify as annuitants and currently participate in a CalPERS retiree medical plan, and for all employees hired on or before June 30, 2020 who later retire from the City and qualify as an annuitant and participate in a CalPERS retiree medical plan, the City will make the statutory minimum contribution directly to CalPERS. The City will make a separate contribution to a Health Reimbursement Account (“HRA”) in the retiree’s name for the difference between the Government Code section 22892 monthly minimum contribution for that year and \$625. However, the HRA contribution shall not be more than necessary to pay, in conjunction with the City’s payment directly to CalPERS, the premium for the CalPERS health insurance plan selected by the retiree.

For employees hired on or after July 1, 2020, who retire from the City, qualify as an annuitant and choose to participate in a CalPERS health insurance plan as a retiree, the City shall make a contribution to CalPERS equal to the statutory

minimum under Government Code section 22892 for that year. No HRA contribution will be made for these retirees.

8(e) PARTICIPATION IN IRS SECTION 414(H)(2)

The City has adopted a resolution implementing IRS Section 414(h)(2) . This article shall be operative only as long as the State of California pick up of employee retirement contributions continues to be excludable from gross income of the employee under the provisions of the Internal Revenue Code.

8(f) PEPRA

AB 340 (the California Public Employees' Pension Reform Act of 2013, ("PEPRA")) as it may from time to time exist, shall in its entirety be given full force and effect during and after the term of the 2014-17 MOU. Any provision in this MOU which contradicts any provision of PEPRA, shall be deemed null and void, with the contrary PEPRA provision(s) being given full force and effect. Therefore, no provision of PEPRA shall be deemed to impair any provision of any MOU, Agreement, Rule or Regulation predating.

"New members" as defined by PEPRA on and after January 1, 2013, shall individually pay an initial Member CALPERS contribution rate of 50% of the normal cost rate for the Defined Benefit Plan in which said new member is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater. (Government code section 7522.30)

"New members" as defined by PEPRA on and after January 1, 2013, shall be enrolled in the PEPRA required retirement formula (2% @ 62) (Government Code section 7522.20(a). Final pensionable compensation (as defined for new members in Government Code section 7522.34) shall be determined by reference to the highest average annual pensionable compensation earned during a period of 36 consecutive months (Government Code section 7522.32(a)).

9. INSURANCE

9(a) MEDICAL INSURANCE

The employer contribution for available health benefit plans shall be in the minimum amount mandated by Government Code section 22892 as it may from time to time provide. The difference between said amount and the amounts set forth below, shall be provided to unit members by means of an IRS approved cafeteria plan.

Employee only	\$ 625
Employee + 1	\$ 1,025
Employee + family	\$ 1,200

Beginning July 1, 2020, the City’s monthly contributions shall be the minimum amount mandated by Government Code section 22892 as it may from time to time change. The difference between the statutory minimum and the amounts set forth below shall be provided to unit members by means of an IRS approved cafeteria plan, depending on the level of coverage selected:

Employee only	\$ 200 = \$ 825
Employee + 1	\$ 0 = \$1,025
Employee + family	\$ 0 = \$1,200

For employee only coverage, the additional \$200 per month represents a maximum contribution made only if needed to pay for the employee’s chosen medical insurance plan coverage, and may not be used as any form of cash in lieu.

9(b) OPT OUT PROVISION

All employees must enroll in an available City health program unless they opt out. An employee may receive cash in lieu for opting out of the City’s health program if he/she provides the following: (1) proof that the employee and all individuals for whom the employee intends to claim a personal exemption deduction for the taxable year or years that begin or end in or with the City’s plan year to which the opt out applies (“tax family”), have or will have minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan year to which the opt out arrangement applies (“opt out period”); and (2) the employee must sign an attestation that the employee and his/her tax family have or will have such minimum essential coverage for the opt out period. An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year. The opt-out payment cannot be made and the City will not in fact make payment if the employer knows or has reason to know that the employee or tax family member doesn’t have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied.

If the employee chooses to opt out of the coverage, and complies with the opt out provisions outlined above, the employee shall be eligible to receive a monthly allowance of \$300. Cancellation of the coverage becomes effective on the first day of any month after a 45-day written notice is received.

9(c) DENTAL COVERAGE

The City agrees to provide \$75.00 per month for employee and dependent dental coverage. The dental fund shall be paid by adding \$75.00 to the above cafeteria plan.

9(d) VISION CARE

The City agrees to provide up to \$20.00 toward the monthly premiums to a vision care plan, which covers both employees and their dependents. The vision fund shall be paid by adding \$75.00 to the above cafeteria plan.

9(e) LIFE INSURANCE

The City agrees to provide each employee with a \$50,000 life insurance/Accidental Death & Dismemberment policy.

9(f) LONG TERM DISABILITY BENEFITS

1. The City will contribute 100% of the full cost of a Long Term Disability policy (LTD) for every employee represented by the Association. The LTD policy shall have a 30-day or the total amount of accumulated sick leave (whichever is greater) per illness and/or injury elimination clause, which will cover sick leave and will pay two-thirds of monthly salary. The City or insurance carrier may require reasonable proof of disabling illness.
2. Benefits shall be to a maximum of one (1) year on a disability and/or illness. The City Manager may, in the event of extenuating circumstances, extend benefits for up to one additional year. Said LTD policy shall thereafter be kept in force and effect, but the City's contribution shall remain constant at the entry level, subject to change only by mutual consent.
3. Insurance Pay While on LTD - Once an employee has exhausted all other recognized forms of leave and has been placed on long-term disability, the City will continue to make the contributions toward insurance as set forth under Section 9(a) above during the City recognized period of Long Term Disability. In the event that the City Manager grants an extension of benefits, the City will continue to pay all insurance premiums as set forth under Section 9(a) above during the approved extension.
4. Benefits Effective Date - It is agreed that Benefits Effective Date - It is agreed that long term disability insurance benefits shall become effective after thirty (30) calendar days from the date of injury or illness. The City agrees to establish a Dispute Resolution Procedure to resolve any conflicts

that may arise between the City and disabled employees. This procedure will most likely be medical arbitration. The Resolution procedure will be provided at no cost to the employee.

9(g) IRS 125 PLAN

The City has implemented an IRS 125 Plan. The plan shall only be utilized to fund health insurance premiums (medical, dental, vision).

10. HOLIDAYS

10(a) RECOGNIZED HOLIDAYS

The City shall grant the following holidays to all employees (including permanent part-time employees):

1. January 1New Year's Day
2. 3rd Monday in JanuaryMartin Luther King, Jr. Birthday
3. 3rd Monday in FebruaryPresident's Day
4. Last Monday in MayMemorial Day
5. July 4Independence Day
6. 1st Monday in SeptemberLabor Day
7. 2nd Monday in OctoberColumbus Day
8. November 11Veteran's Day
9. 4th Thursday in NovemberThanksgiving Day
10. Friday after ThanksgivingSubstitute for Admission's Day
11. December 25Christmas Day

Employees shall be compensated for recognized holidays based on the number of hours they were scheduled to work on that day.

10(b) FALLING ON SCHEDULED SHIFTS OFF

1. Holidays Falling on Scheduled Shifts Off - If a holiday falls on a Saturday, the previous Friday shall be deemed the holiday and City Hall will be closed. If a holiday falls on Sunday, the following Monday shall be deemed to be the holiday and City Hall will be closed. When a holiday falls on an employee's Friday off, employees scheduled off that Friday shall have the previous day off.
2. Due to the library's seven day per week schedule, if a holiday falls on a Saturday, the library will be closed to the public both Friday and Saturday. When a holiday falls on a Sunday, the library will be closed to the public both Sunday and Monday. In both cases, library staff will work the same number of hours as all other City staff during the week in which the holiday occurs.

3. During the winter holiday closure, the procedure set forth in Section 7(e) of this MOU shall apply.

10(c) EXCEPTIONS

1. Regularly Scheduled Employees: Any employee whose regular schedule requires him/her to work on a holiday shall be given compensatory time-off for such work or paid the straight time daily equivalent to his/her salary at the discretion of the department head.
2. Holiday Pay - Any employee required to work a fixed holiday shall receive pay equivalent to double time and one-half for all holiday hours worked.

11. FLOATING HOLIDAYS

11(a) ACCRUAL RATES

Employees working a 9/80 schedule shall receive 27 floating holiday hours per fiscal year. Employees working a 5-day work week shall receive 33 floating holiday hours per fiscal year.

Employees working a 4/10 schedule shall receive 30 floating holiday hours.

11(b) MAXIMUM ACCUMULATION

Floating holidays are non-compensable and must be used within the fiscal year.

12. VACATION

12(a) ACCRUAL RATES

Employees shall accrue vacation as follows:

YEARS OF SERVICE (COMPLETED)	HOURS PER YEAR
1	88
2.....	96
3.....	104
4.....	112
5.....	120
6-10	128
11-15	136
16-20	152
21-24	160
25.....	200
Each Year Thereafter	Add'l 8 Hrs per Year

12(b) MAXIMUM ACCUMULATION

Employees shall not accumulate more than 2 years' worth of vacation. The two year total is based on the current bi-weekly accrual rate, times 52 payrolls. A freeze on vacation accrual will be implemented when an employee reaches the 2-year maximum limit. In such case, vacation shall not be earned or accrued.

12(c) USE OF VACATION

The City shall allow employees to use vacation time in increments of no less than one half shift subject to supervisory approval.

12(d) BUY BACK

The City agrees to annually purchase, at the member's option, eighty (80) hours of vacation time at base salary.

Beginning in December 2019, and each December thereafter, employees who wish to have the City buy back vacation hours in the next calendar year, shall make an irrevocable election and submit it to the City, in writing in December, as to the number of hours they will accrue the next calendar year that they elect for buy back. In order to elect buy back, the employees must have eighty (80) or more hours of vacation balance at the time of the irrevocable election. The City shall make a form available to employees to make the irrevocable election. Beginning December 2020, cashed out hours will be paid in December of each year.

13. SICK LEAVE

13(a) ACCRUAL RATES

1. Employees shall accrue paid sick leave at the rate of 3.69 hours per pay period.
2. Employees will not accrue any sick leave while on leave of absence without pay. Employees will continue to accrue sick leave while on paid sick leave.

13(b) MAXIMUM ACCUMULATION

Employees shall be allowed to accumulate unlimited sick leave. At the employee's termination, the accumulated sick leave hours shall have no cash value.

13(c) CONVERSION TO CALPERS SERVICE CREDIT

Upon service retirement, employees may convert unused accumulated sick leave to service credits based on the formula set forth by CalPERS. Unused sick leave for which an employee receives cash, cannot be converted to CalPERS service credits. According to CalPERS, in order to receive sick leave credit, the employee's retirement date must be within 120 days from the date of separation from the City.

13(d) USE OF SICK LEAVE

Though employees may accumulate unlimited sick leave hours, sick leave usage may not be excessive and/or abused. The City does recognize that there may be extraordinary circumstances in which an employee may experience a catastrophic illness or accident that may require a use of excessive amount of sick leave, but the City will not permit sick leave use to exceed 440 hours per fiscal year unless approved by the City Manager at his/her discretion. Accumulated sick leave may be used for the following:

- (1) **Employee's own illness, or for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, the employee.**
- (2) **Employee's family member's illness**

The employee may use up to 48 hours of accrued but unused sick leave per year for the following purposes:

- For the diagnosis, care, or treatment of an existing health condition, or preventative care for, any of the following of the employee's family members: child of any age or dependency status; parent; parent-in-law; spouse, registered domestic partner, grandparent; grandchild; or sibling.
- For the employee who is a victim of domestic violence, sexual assault, or stalking: (a) to obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health, safety, or welfare of the employee or his or her child; or (b) to obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety.

13(f) VERIFICATION OF SICK LEAVE

In addition, the City may require written verification or medical documentation of the reason for the employee's use of sick leave when:

- (1) The employee request approval for the use of four (4) hours or more sick leave for a single doctor's appointment.
- (2) The employee has a history or pattern of misuse or overuse of sick leave. Examples of such misuse or overuse include but are not limited to:
 - Use of sick leave on a Monday, Friday, or in conjunction with Sundays, holidays, floating holidays, flex days, and vacations.
 - Frequent late arrival to or early departure from work for medical or dental appointments.
 - Frequent medical or dental appointments.
- (3) The employee has been absent three (3) or more workdays or used twenty-four (24) hours of sick leave, whichever is greater, that involves the illness of the employee or family member in a calendar year:

13(g) USE OF SICK LEAVE BY PROBATIONARY EMPLOYEE

A probationary employee shall be authorized to utilize up to, but not exceeding, 50% of sick leave earned and accrued during the first ninety (90) days of employment, but after that time, may use sick leave during the remainder of the probationary period in the same manner as non-probationary employees . Such use shall be subject to all rules and regulations governing the use of sick leave. However, probationary employees shall not be allowed to participate in the above SICK LEAVE INCENTIVE. This section does not apply to promotional probationary employees, who may use sick leave in the same manner as non-probationary employees.

14. BEREAVMENT LEAVE

14(a) USAGE

Employees shall receive three (3) days of paid Bereavement Leave each fiscal year.

14(b) USE OF BEREAVEMENT LEAVE

Bereavement Leave shall be used in increments of at least one day and may be used for the following:

Death of a Family Member

Employees may use Bereavement Leave for the preparation and/or attendance of services of a family member. For the purposes of Bereavement Leave, family members shall include: spouse, parents, child, stepchild, grandparents, grandchildren, brother(s) and/or sister(s).

Bereavement Leave may be granted by the City Manager for other family members that the employee has shown close relations. Additional occurrences shall be deducted from the employee's own sick leave.

15 EMPLOYEE WELLNESS, BALANCE AND PROFESSIONAL DEVELOPMENT

The City recognizes the importance of promoting employee wellness, balance and professional development. As such, the City shall bring the below listed benefits, as offerings and supplemental optional employee wellness & balance and professional development initiatives/programs, at no cost to the employee:

- (a) A meditation room will be made available for employee use to create a calm space that allows for mindfulness and wellness; and
- (b) Yoga & fitness classes will be offered on a regular basis in Council Chambers and/or at other city facilities, to support employee health and wellness; and
- (c) City sponsored Toastmasters club on site (includes membership & lunch) to provide opportunity for employees to develop public speaking and engagement skills with fellow city employees; and
- (d) A natural green space area will be created behind City Hall to facilitate time outside for lunches or meetings.

16. WORKING CONDITIONS

16(a) UNIFORMS

- 1. It is agreed that the City shall provide 5 work shirts, 5 cotton t-shirts and 5 pairs of pants for all Field Service employees. Uniforms will be replaced as deemed necessary by the Public Works Superintendent.
- 2. The City shall reimburse all Field Service employees up to \$250 for the purchase of steel toe safety boots/shoes each year. In the event the employee's boots/shoes are damaged on the job and deemed unsafe (as opposed to normal wear and tear), the City will replace the boots/shoes for the employee even if the \$250 maximum has been reached.
 - 2(a) Probationary employees shall receive reimbursement for 1 pair of boots up to a maximum of \$250 at the start of employment.
 - 2(b) Permanent employees shall receive reimbursement for up to two pairs of boots up to a maximum of \$250 at the start of the fiscal year.

3. Authorization and reimbursement:

- 3(a) City-designated vendor: Employee must first receive authorization from the Public Works Superintendent prior to purchase from a city-designated vendor. City may provide a voucher for this purpose.
- 3(b) Vendor of employee's choice: Employee must provide proof of purchase or receipt to Public Works Superintendent for reimbursement.

16(b) TURN-AROUND TIME / STANDBY TIME

- 1. When possible, management will attempt to provide all employees with at least eight hours between shifts.
- 2. In emergency situations, employees whose normal starting time would require them to return to work before eight hours have elapsed shall have the option, subject to management's prior approval, of reporting to work after said eight-hour period has elapsed, while being paid straight time from the time they would normally have reported to work.
- 3. If management directs the employee or if the employee elects, with prior management approval, to report to work before that eight-hour period has elapsed, then the employee shall be paid double time from the time that they report to work until the time that the eight hour period would have elapsed. The employee will then be paid straight time for the remaining hours of their normal work shift.
- 4. Employees required to be on stand-by call during off-duty period, including holidays, and weekend periods, shall be compensated as follows:
 - a. Employees shall be compensated a daily stipend of \$ 20.00 per day for stand-by time
 - b. When the employee must report back to work, employee shall be compensated at the overtime rate (time and one-half) for all hours worked with a minimum of three hours of compensation.
 - c. When it is feasible for the employee to respond to an emergency from home, employee shall be compensated at the overtime rate (time and one-half) for all hours worked with a minimum of one hour of compensation.

- d. Stand-by time is only for the time there are no other city workers schedule to work within a particular division. An employee is not entitled to stand-by time on his/her Fridays off when working a 9/80 schedule and other city employees are working an eight (8) hour day.

16(c) PERFORMANCE EVALUATION-BASED MERIT STEP INCREASES

Where a merit step increase is contingent upon provision of an annual (or other) performance evaluation report which justifies a new step increase, and where such report is completed, but not on a timely basis, the merit step increase shall be implemented retroactive to the payroll period where the increase would have been implemented, had the evaluation been done timely.

17. OTHER BENEFITS

17(a) LONGEVITY

1. 2% Every 5 Years: It is agreed that effective July 1, 1994, each employee in the bargaining unit shall receive a two percent (2%) increase in salary for every five (5) years of service and shall continue to receive such increase(s) in salary upon completion of each additional five (5) year interval of service.
2. As of January 1, 1996, the existing Longevity Pay Program will be terminated for all employees hired on or after January 1, 1996. Employees on the City payroll on or before December 31, 1995, will be permitted to accrue time for an additional 4% in Longevity Pay in accordance with the provision of "A" 2% Every 5 Years. Once an employee has earned the additional 4% the Longevity Pay Program shall be permanently frozen.

17(b) BILINGUAL PAY

1. Pay: Employees who can communicate conversationally in Spanish or Chinese on a regular and/or recurring basis shall receive an additional seventy-five dollars (\$75.00) in compensation each month. Prior to receiving such additional compensation, employees will be required to pass a bilingual proficiency test as established and agreed to between the City and the Association.
2. Total Number of Employees: The City Manager's Office may permit up to twelve (12) bilingual (Spanish or Chinese) slots to be filled by department discretion.
3. Sign Language: One additional employee, over and above the Total Number of Employees as defined above, who can communicate

conversationally with sign language on a regular or recurring basis, shall be eligible to receive bilingual pay benefit. Prior to receiving such additional compensation, employees will be required to demonstrate proficiency as established by the standards of American Sign Language (ASL) or English Sign Language (ESL).

17(c) EDUCATIONAL REIMBURSEMENT

There shall be no tuition reimbursement.

17(d) INCENTIVE PAY

The City encourages all the water utility operations and sewage collection/treatment employees to obtain state and federal certifications to deliver quality services to City residents. All employees obtaining higher certifications other than what is the minimum required for their job classifications shall be compensated two and a half (2.5%) percent of their base monthly salary for each additional certification, up to maximum of five (5%) percent of their base salary for more than one additional certification. All the additional water certifications shall be issued by California State Water Resources Control Board (SWRCB), previously administered by California Department of Public Health Services (CDPHS), American Water Works Association (AWWA) or equivalent as approved by the City's Public Works Director prior to the employee obtaining the certification. All the wastewater collection and treatment certifications shall be issued by California State Water Resources Control Board (CSWRCB), California Water Environmental Association (CWEA) or equivalent as approved by the City's Public Works Director prior to the employee obtaining the certification.

17(e) W-4 FORMS

Employees may change their W-4 form.

18. LAYOFF AND REHIRE PROCEDURES

18(a) LAYOFF PROCEDURES

Layoffs shall occur according to Rule 14.2 of the City's Personnel Rules and Regulations.

18(b) REHIRE PROCEDURES

The names of permanent employees who have been laid off due to reduction in work force shall be placed on an appropriate layoff re-employment list according to the date of separation and shall be eligible for re-employment. Such re-employment shall comply with the following guidelines:

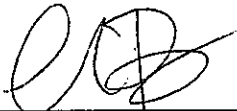
- The last employee laid off will be the first employee on the list with the other eligible employees following in sequential order thereafter.
- Said list shall be continued for one (1) year after the date of layoff.

19. RATIFICATION AND IMPLEMENTATION

The City and the Association acknowledge that this MOU shall not be in full force and effect until ratified by its membership and adopted in the form of a resolution by the City Council of the City of South Pasadena. Subject to the foregoing, this MOU is hereby executed and authorized by the designated representatives of the City and the Association and entered into on this ____ day of _____, 2019.

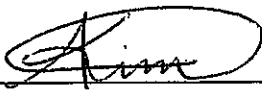
**SOUTH PASADENA PUBLIC SERVICE
EMPLOYEES' ASSOCIATION**

CITY OF SOUTH PASADENA



Luis Bardales, President

Marina Khubesrian, M.D., Mayor



Anthony Kim, Vice President

Stephanie DeWolfe, City Manager

APPENDIX A

Public Service Employees' Association Monthly Salary Schedule

	A	B	C	D	E
Account Clerk	\$ 3,421	\$ 3,592	\$ 3,771	\$ 3,960	\$ 4,158
Accountant	\$ 5,153	\$ 5,411	\$ 5,682	\$ 5,966	\$ 6,264
Accounting Technician I	\$ 3,867	\$ 4,061	\$ 4,264	\$ 4,477	\$ 4,701
Accounting Technician II	\$ 4,294	\$ 4,509	\$ 4,734	\$ 4,971	\$ 5,219
Administrative Secretary	\$ 4,066	\$ 4,269	\$ 4,483	\$ 4,707	\$ 4,942
Assistant Planner	\$ 5,153	\$ 5,411	\$ 5,682	\$ 5,966	\$ 6,264
Associate Civil Engineer	\$ 6,092	\$ 6,397	\$ 6,717	\$ 7,052	\$ 7,405
Associate Planner	\$ 5,681	\$ 5,965	\$ 6,264	\$ 6,577	\$ 6,906
Building Maintenance Worker	\$ 4,374	\$ 4,593	\$ 4,822	\$ 5,063	\$ 5,317
Civil Engineering Assistant	\$ 5,153	\$ 5,411	\$ 5,682	\$ 5,966	\$ 6,264
Community Improvement Coordinator	\$ 4,269	\$ 4,482	\$ 4,706	\$ 4,942	\$ 5,189
Community Services Coordinator	\$ 4,343	\$ 4,560	\$ 4,788	\$ 5,028	\$ 5,279
Deputy City Clerk	\$ 5,153	\$ 5,411	\$ 5,682	\$ 5,966	\$ 6,264
Electrician	\$ 4,575	\$ 4,804	\$ 5,044	\$ 5,296	\$ 5,561
Facilities Maintenance Supervisor	\$ 5,587	\$ 5,866	\$ 6,160	\$ 6,468	\$ 6,791
Film Liaison	\$ 4,343	\$ 4,560	\$ 4,788	\$ 5,028	\$ 5,279
Grants Analyst	\$ 5,153	\$ 5,411	\$ 5,682	\$ 5,966	\$ 6,264
Librarian	\$ 4,825	\$ 5,066	\$ 5,320	\$ 5,586	\$ 5,865
Library Associate	\$ 4,066	\$ 4,269	\$ 4,483	\$ 4,707	\$ 4,942
Library Clerk I	\$ 2,883	\$ 3,028	\$ 3,179	\$ 3,338	\$ 3,505
Library Clerk II	\$ 3,286	\$ 3,450	\$ 3,623	\$ 3,804	\$ 3,994
Library Digital Services Manager	\$ 5,153	\$ 5,411	\$ 5,682	\$ 5,966	\$ 6,264
Library Public Services Manager	\$ 5,987	\$ 6,286	\$ 6,600	\$ 6,930	\$ 7,277
Library Support Services Manager	\$ 5,987	\$ 6,286	\$ 6,600	\$ 6,930	\$ 7,277
Library Technical Assistant	\$ 3,964	\$ 4,162	\$ 4,370	\$ 4,588	\$ 4,818
Maintenance Worker I	\$ 3,336	\$ 3,503	\$ 3,678	\$ 3,862	\$ 4,055
Maintenance Worker II	\$ 3,622	\$ 3,803	\$ 3,994	\$ 4,193	\$ 4,403
Management Aide	\$ 3,959	\$ 4,157	\$ 4,365	\$ 4,583	\$ 4,812
Management Analyst	\$ 5,153	\$ 5,411	\$ 5,682	\$ 5,966	\$ 6,264
Management Assistant	\$ 4,343	\$ 4,560	\$ 4,788	\$ 5,028	\$ 5,279
Parks Supervisor	\$ 5,259	\$ 5,522	\$ 5,798	\$ 6,088	\$ 6,392
Program Specialist	\$ 3,959	\$ 4,157	\$ 4,365	\$ 4,583	\$ 4,812
Public Works Assistant	\$ 5,364	\$ 5,633	\$ 5,914	\$ 6,210	\$ 6,521
Public Works Inspector	\$ 5,027	\$ 5,278	\$ 5,542	\$ 5,819	\$ 6,110
Senior Electrician	\$ 4,666	\$ 4,899	\$ 5,144	\$ 5,401	\$ 5,672
Senior Maintenance Worker	\$ 4,313	\$ 4,529	\$ 4,755	\$ 4,992	\$ 5,242
Senior Management Analyst	\$ 6,250	\$ 6,563	\$ 6,891	\$ 7,236	\$ 7,597
Senior Planner	\$ 6,356	\$ 6,674	\$ 7,008	\$ 7,358	\$ 7,726
Senior Water Production/Treatment Operator	\$ 4,471	\$ 4,694	\$ 4,929	\$ 5,175	\$ 5,434
Senior Water Utility Worker	\$ 4,321	\$ 4,537	\$ 4,764	\$ 5,002	\$ 5,252
Street Supervisor	\$ 5,232	\$ 5,493	\$ 5,768	\$ 6,057	\$ 6,360
Transportation Driver	\$ 3,175	\$ 3,333	\$ 3,500	\$ 3,675	\$ 3,859
Water Conservation Analyst	\$ 5,153	\$ 5,411	\$ 5,682	\$ 5,966	\$ 6,264
Water Operations Supervisor	\$ 6,356	\$ 6,674	\$ 7,008	\$ 7,358	\$ 7,726
Water Production/Treatment Operator	\$ 4,066	\$ 4,269	\$ 4,483	\$ 4,707	\$ 4,942
Water Utility Worker I	\$ 3,516	\$ 3,691	\$ 3,876	\$ 4,070	\$ 4,274
Water Utility Worker II	\$ 3,895	\$ 4,090	\$ 4,294	\$ 4,509	\$ 4,734

Effective July 1, 2019

APPENDIX B

Public Service Employees' Association Monthly Salary Schedule

	A	B	C	D	E
Account Clerk	\$ 3,421	\$ 3,592	\$ 3,771	\$ 3,960	\$ 4,158
Accountant	\$ 5,153	\$ 5,411	\$ 5,682	\$ 5,966	\$ 6,264
Accounting Technician I	\$ 3,867	\$ 4,061	\$ 4,264	\$ 4,477	\$ 4,701
Accounting Technician II	\$ 4,294	\$ 4,509	\$ 4,734	\$ 4,971	\$ 5,219
Administrative Secretary	\$ 4,179	\$ 4,388	\$ 4,608	\$ 4,838	\$ 5,080
Assistant Planner	\$ 5,153	\$ 5,411	\$ 5,682	\$ 5,966	\$ 6,264
Associate Civil Engineer	\$ 6,431	\$ 6,753	\$ 7,090	\$ 7,445	\$ 7,817
Associate Planner	\$ 5,714	\$ 6,000	\$ 6,300	\$ 6,615	\$ 6,945
Building Maintenance Worker	\$ 4,374	\$ 4,593	\$ 4,822	\$ 5,063	\$ 5,317
Civil Engineering Assistant	\$ 5,439	\$ 5,711	\$ 5,996	\$ 6,296	\$ 6,611
Community Improvement Coordinator	\$ 4,477	\$ 4,701	\$ 4,936	\$ 5,183	\$ 5,442
Community Services Coordinator	\$ 4,585	\$ 4,814	\$ 5,055	\$ 5,308	\$ 5,573
Deputy City Clerk	\$ 5,153	\$ 5,411	\$ 5,682	\$ 5,966	\$ 6,264
Electrician	\$ 4,829	\$ 5,070	\$ 5,324	\$ 5,590	\$ 5,870
Facilities Maintenance Supervisor	\$ 5,898	\$ 6,193	\$ 6,502	\$ 6,828	\$ 7,169
Film Liaison	\$ 4,585	\$ 4,814	\$ 5,055	\$ 5,308	\$ 5,573
Grants Analyst	\$ 5,406	\$ 5,676	\$ 5,960	\$ 6,258	\$ 6,571
Librarian	\$ 5,093	\$ 5,348	\$ 5,615	\$ 5,896	\$ 6,191
Library Associate	\$ 4,066	\$ 4,269	\$ 4,483	\$ 4,707	\$ 4,942
Library Clerk I	\$ 2,995	\$ 3,145	\$ 3,302	\$ 3,467	\$ 3,640
Library Clerk II	\$ 3,469	\$ 3,643	\$ 3,825	\$ 4,016	\$ 4,217
Library Digital Services Manager	\$ 5,153	\$ 5,411	\$ 5,682	\$ 5,966	\$ 6,264
Library Public Services Manager	\$ 6,320	\$ 6,636	\$ 6,968	\$ 7,316	\$ 7,682
Library Support Services Manager	\$ 6,320	\$ 6,636	\$ 6,968	\$ 7,316	\$ 7,682
Library Technical Assistant	\$ 4,149	\$ 4,356	\$ 4,574	\$ 4,803	\$ 5,043
Maintenance Worker I	\$ 3,509	\$ 3,685	\$ 3,869	\$ 4,062	\$ 4,265
Maintenance Worker II	\$ 3,822	\$ 4,013	\$ 4,213	\$ 4,424	\$ 4,646
Management Aide	\$ 4,179	\$ 4,388	\$ 4,608	\$ 4,838	\$ 5,080
Management Analyst	\$ 5,406	\$ 5,676	\$ 5,960	\$ 6,258	\$ 6,571
Management Assistant	\$ 4,585	\$ 4,814	\$ 5,055	\$ 5,308	\$ 5,573
Parks Supervisor	\$ 5,551	\$ 5,828	\$ 6,120	\$ 6,426	\$ 6,747
Program Specialist	\$ 4,179	\$ 4,388	\$ 4,608	\$ 4,838	\$ 5,080
Public Works Assistant	\$ 5,364	\$ 5,633	\$ 5,914	\$ 6,210	\$ 6,521
Public Works Inspector	\$ 5,306	\$ 5,571	\$ 5,850	\$ 6,142	\$ 6,449
Senior Electrician	\$ 5,167	\$ 5,425	\$ 5,696	\$ 5,981	\$ 6,281
Senior Maintenance Worker	\$ 4,554	\$ 4,782	\$ 5,021	\$ 5,272	\$ 5,535
Senior Management Analyst	\$ 6,250	\$ 6,563	\$ 6,891	\$ 7,236	\$ 7,597
Senior Planner	\$ 6,650	\$ 6,982	\$ 7,332	\$ 7,698	\$ 8,083
Senior Water Production/Treatment Operator	\$ 4,617	\$ 4,848	\$ 5,090	\$ 5,345	\$ 5,612
Senior Water Utility Worker	\$ 4,560	\$ 4,788	\$ 5,028	\$ 5,279	\$ 5,543
Street Supervisor	\$ 5,611	\$ 5,891	\$ 6,186	\$ 6,495	\$ 6,714
Transportation Driver	\$ 3,175	\$ 3,333	\$ 3,500	\$ 3,675	\$ 3,859
Water Conservation Analyst	\$ 5,406	\$ 5,676	\$ 5,960	\$ 6,258	\$ 6,571
Water Operations Supervisor	\$ 6,356	\$ 6,674	\$ 7,008	\$ 7,358	\$ 7,726
Water Production/Treatment Operator	\$ 4,244	\$ 4,457	\$ 4,679	\$ 4,913	\$ 5,159
Water Utility Worker I	\$ 3,712	\$ 3,898	\$ 4,093	\$ 4,297	\$ 4,512
Water Utility Worker II	\$ 4,111	\$ 4,317	\$ 4,532	\$ 4,759	\$ 4,997

Effective January 1, 2020 – *If sales tax measure scheduled for the November 2019 election is passed by the electorate*

APPENDIX C

Public Service Employees' Association Monthly Salary Schedule

	A	B	C	D	E
Account Clerk	\$ 3,489	\$ 3,664	\$ 3,847	\$ 4,039	\$ 4,241
Accountant	\$ 5,256	\$ 5,519	\$ 5,795	\$ 6,085	\$ 6,389
Accounting Technician I	\$ 3,944	\$ 4,142	\$ 4,349	\$ 4,566	\$ 4,794
Accounting Technician II	\$ 4,380	\$ 4,599	\$ 4,829	\$ 5,070	\$ 5,324
Administrative Secretary	\$ 4,263	\$ 4,476	\$ 4,700	\$ 4,935	\$ 5,182
Assistant Planner	\$ 5,256	\$ 5,519	\$ 5,795	\$ 6,085	\$ 6,389
Associate Civil Engineer	\$ 6,560	\$ 6,888	\$ 7,232	\$ 7,594	\$ 7,973
Associate Planner	\$ 5,829	\$ 6,120	\$ 6,426	\$ 6,747	\$ 7,085
Building Maintenance Worker	\$ 4,461	\$ 4,685	\$ 4,919	\$ 5,165	\$ 5,423
Civil Engineering Assistant	\$ 5,548	\$ 5,825	\$ 6,116	\$ 6,422	\$ 6,743
Community Improvement Coordinator	\$ 4,567	\$ 4,795	\$ 5,035	\$ 5,287	\$ 5,551
Community Services Coordinator	\$ 4,677	\$ 4,910	\$ 5,156	\$ 5,414	\$ 5,684
Deputy City Clerk	\$ 5,256	\$ 5,519	\$ 5,795	\$ 6,085	\$ 6,389
Electrician	\$ 4,925	\$ 5,171	\$ 5,430	\$ 5,701	\$ 5,987
Facilities Maintenance Supervisor	\$ 6,016	\$ 6,317	\$ 6,633	\$ 6,964	\$ 7,312
Film Liaison	\$ 4,677	\$ 4,910	\$ 5,156	\$ 5,414	\$ 5,684
Grants Analyst	\$ 5,514	\$ 5,790	\$ 6,079	\$ 6,383	\$ 6,702
Librarian	\$ 5,195	\$ 5,455	\$ 5,728	\$ 6,014	\$ 6,315
Library Associate	\$ 4,147	\$ 4,355	\$ 4,572	\$ 4,801	\$ 5,041
Library Clerk I	\$ 3,055	\$ 3,208	\$ 3,368	\$ 3,537	\$ 3,714
Library Clerk II	\$ 3,539	\$ 3,716	\$ 3,902	\$ 4,097	\$ 4,301
Library Digital Services Manager	\$ 5,256	\$ 5,519	\$ 5,795	\$ 6,085	\$ 6,389
Library Public Services Manager	\$ 6,446	\$ 6,769	\$ 7,107	\$ 7,463	\$ 7,836
Library Support Services Manager	\$ 6,446	\$ 6,769	\$ 7,107	\$ 7,463	\$ 7,836
Library Technical Assistant	\$ 4,232	\$ 4,443	\$ 4,666	\$ 4,899	\$ 5,144
Maintenance Worker I	\$ 3,579	\$ 3,758	\$ 3,946	\$ 4,144	\$ 4,351
Maintenance Worker II	\$ 3,898	\$ 4,093	\$ 4,298	\$ 4,512	\$ 4,738
Management Aide	\$ 4,263	\$ 4,476	\$ 4,700	\$ 4,935	\$ 5,182
Management Analyst	\$ 5,514	\$ 5,790	\$ 6,079	\$ 6,383	\$ 6,702
Management Assistant	\$ 4,677	\$ 4,910	\$ 5,156	\$ 5,414	\$ 5,684
Parks Supervisor	\$ 5,662	\$ 5,945	\$ 6,242	\$ 6,554	\$ 6,882
Program Specialist	\$ 4,263	\$ 4,476	\$ 4,700	\$ 4,935	\$ 5,182
Public Works Assistant	\$ 5,471	\$ 5,745	\$ 6,032	\$ 6,334	\$ 6,650
Public Works Inspector	\$ 5,412	\$ 5,682	\$ 5,967	\$ 6,265	\$ 6,578
Senior Electrician	\$ 5,270	\$ 5,534	\$ 5,810	\$ 6,101	\$ 6,406
Senior Maintenance Worker	\$ 4,645	\$ 4,878	\$ 5,122	\$ 5,378	\$ 5,646
Senior Management Analyst	\$ 6,375	\$ 6,694	\$ 7,028	\$ 7,380	\$ 7,749
Senior Planner	\$ 6,783	\$ 7,122	\$ 7,478	\$ 7,852	\$ 8,245
Senior Water Production/Treatment Operator	\$ 4,709	\$ 4,945	\$ 5,192	\$ 5,452	\$ 5,724
Senior Water Utility Worker	\$ 4,651	\$ 4,884	\$ 5,128	\$ 5,385	\$ 5,654
Street Supervisor	\$ 5,723	\$ 6,009	\$ 6,309	\$ 6,625	\$ 6,956
Transportation Driver	\$ 3,239	\$ 3,400	\$ 3,570	\$ 3,749	\$ 3,936
Water Conservation Analyst	\$ 5,514	\$ 5,790	\$ 6,079	\$ 6,383	\$ 6,702
Water Operations Supervisor	\$ 6,483	\$ 6,807	\$ 7,148	\$ 7,505	\$ 7,880
Water Production/Treatment Operator	\$ 4,329	\$ 4,546	\$ 4,773	\$ 5,012	\$ 5,262
Water Utility Worker I	\$ 3,786	\$ 3,976	\$ 4,174	\$ 4,383	\$ 4,602
Water Utility Worker II	\$ 4,193	\$ 4,403	\$ 4,623	\$ 4,854	\$ 5,097

Effective July 1, 2020 - *If sales tax measure scheduled for the November 2019 election is passed by the electorate*

APPENDIX D

Public Service Employees' Association Monthly Salary Schedule

	A	B	C	D	E
Account Clerk	\$ 3,559	\$ 3,737	\$ 3,924	\$ 4,120	\$ 4,326
Accountant	\$ 5,361	\$ 5,629	\$ 5,911	\$ 6,206	\$ 6,517
Accounting Technician I	\$ 4,023	\$ 4,224	\$ 4,436	\$ 4,657	\$ 4,890
Accounting Technician II	\$ 4,467	\$ 4,691	\$ 4,925	\$ 5,172	\$ 5,430
Administrative Secretary	\$ 4,348	\$ 4,566	\$ 4,794	\$ 5,034	\$ 5,285
Assistant Planner	\$ 5,361	\$ 5,629	\$ 5,911	\$ 6,206	\$ 6,517
Associate Civil Engineer	\$ 6,691	\$ 7,025	\$ 7,377	\$ 7,746	\$ 8,133
Associate Planner	\$ 5,945	\$ 6,242	\$ 6,555	\$ 6,882	\$ 7,226
Building Maintenance Worker	\$ 4,551	\$ 4,778	\$ 5,017	\$ 5,268	\$ 5,531
Civil Engineering Assistant	\$ 5,659	\$ 5,942	\$ 6,239	\$ 6,551	\$ 6,878
Community Improvement Coordinator	\$ 4,658	\$ 4,891	\$ 5,135	\$ 5,392	\$ 5,662
Community Services Coordinator	\$ 4,770	\$ 5,009	\$ 5,259	\$ 5,522	\$ 5,798
Deputy City Clerk	\$ 5,361	\$ 5,629	\$ 5,911	\$ 6,206	\$ 6,517
Electrician	\$ 5,024	\$ 5,275	\$ 5,539	\$ 5,815	\$ 6,106
Facilities Maintenance Supervisor	\$ 6,136	\$ 6,443	\$ 6,765	\$ 7,103	\$ 7,459
Film Liaison	\$ 4,770	\$ 5,009	\$ 5,259	\$ 5,522	\$ 5,798
Grants Analyst	\$ 5,624	\$ 5,906	\$ 6,201	\$ 6,511	\$ 6,836
Librarian	\$ 5,299	\$ 5,564	\$ 5,842	\$ 6,134	\$ 6,441
Library Associate	\$ 4,230	\$ 4,442	\$ 4,664	\$ 4,897	\$ 5,142
Library Clerk I	\$ 3,116	\$ 3,272	\$ 3,436	\$ 3,607	\$ 3,788
Library Clerk II	\$ 3,610	\$ 3,790	\$ 3,980	\$ 4,179	\$ 4,387
Library Digital Services Manager	\$ 5,361	\$ 5,629	\$ 5,911	\$ 6,206	\$ 6,517
Library Public Services Manager	\$ 6,575	\$ 6,904	\$ 7,249	\$ 7,612	\$ 7,992
Library Support Services Manager	\$ 6,575	\$ 6,904	\$ 7,249	\$ 7,612	\$ 7,992
Library Technical Assistant	\$ 4,317	\$ 4,532	\$ 4,759	\$ 4,997	\$ 5,247
Maintenance Worker I	\$ 3,651	\$ 3,834	\$ 4,025	\$ 4,227	\$ 4,438
Maintenance Worker II	\$ 3,976	\$ 4,175	\$ 4,384	\$ 4,603	\$ 4,833
Management Aide	\$ 4,348	\$ 4,565	\$ 4,793	\$ 5,033	\$ 5,285
Management Analyst	\$ 5,624	\$ 5,906	\$ 6,201	\$ 6,511	\$ 6,836
Management Assistant	\$ 4,770	\$ 5,009	\$ 5,259	\$ 5,522	\$ 5,798
Parks Supervisor	\$ 5,775	\$ 6,064	\$ 6,367	\$ 6,685	\$ 7,020
Program Specialist	\$ 4,348	\$ 4,566	\$ 4,794	\$ 5,034	\$ 5,285
Public Works Assistant	\$ 5,581	\$ 5,860	\$ 6,153	\$ 6,460	\$ 6,783
Public Works Inspector	\$ 5,520	\$ 5,796	\$ 6,086	\$ 6,390	\$ 6,710
Senior Electrician	\$ 5,375	\$ 5,644	\$ 5,926	\$ 6,223	\$ 6,534
Senior Maintenance Worker	\$ 4,738	\$ 4,975	\$ 5,224	\$ 5,485	\$ 5,759
Senior Management Analyst	\$ 6,503	\$ 6,828	\$ 7,169	\$ 7,527	\$ 7,904
Senior Planner	\$ 6,919	\$ 7,264	\$ 7,628	\$ 8,009	\$ 8,410
Senior Water Production/Treatment Operator	\$ 4,804	\$ 5,044	\$ 5,296	\$ 5,561	\$ 5,839
Senior Water Utility Worker	\$ 4,744	\$ 4,982	\$ 5,231	\$ 5,492	\$ 5,767
Street Supervisor	\$ 5,837	\$ 6,129	\$ 6,436	\$ 6,757	\$ 7,095
Transportation Driver	\$ 3,303	\$ 3,468	\$ 3,642	\$ 3,824	\$ 4,015
Water Conservation Analyst	\$ 5,624	\$ 5,906	\$ 6,201	\$ 6,511	\$ 6,836
Water Operations Supervisor	\$ 6,613	\$ 6,943	\$ 7,291	\$ 7,655	\$ 8,038
Water Production/Treatment Operator	\$ 4,416	\$ 4,637	\$ 4,868	\$ 5,112	\$ 5,367
Water Utility Worker I	\$ 3,862	\$ 4,055	\$ 4,258	\$ 4,471	\$ 4,694
Water Utility Worker II	\$ 4,277	\$ 4,491	\$ 4,716	\$ 4,951	\$ 5,199

Effective July 1, 2021 - *If sales tax measure scheduled for the November 2019 election is passed by the electorate*

ATTACHMENT 4

A resolution adopting an MOU between the City and the South Pasadena Public Service Employees Association (Part Time Unit) superseding Resolution No. 7383 and Resolution No. 7480

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
ADOPTING A MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SOUTH PASADENA AND
THE SOUTH PASADENA PUBLIC SERVICE EMPLOYEES
ASSOCIATION (PART TIME UNIT) SUPERSEDING
RESOLUTION NO. 7383 AND RESOLUTION NO. 7480**

WHEREAS, California Government Code Section 3500, et seq., (the Meyers-Milias-Brown Act) requires that public employers meet and confer regarding wages, hours, and other terms and conditions of employment; and

WHEREAS, the City's negotiating team met and conferred with the South Pasadena Public Service Employees' Association Part Time (PSEA PT) representatives on numerous occasions to discuss terms and conditions of employment; and

WHEREAS, the City and the PSEA PT has agreed to the terms included in the attached Memorandum of Understanding attached hereto as "Exhibit A."

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. As agreed upon by the PSEA PT, the following position shall be removed from Section 1, "Classifications Represented" section of the MOU as this is a classification that has been identified as vacant and currently not utilized by the City:

Secretary

SECTION 3. In accordance with the State of California Minimum Wage Order, effective January 1, 2019, January 1, 2020, January 1, 2021, and January 1, 2022, the hourly salary scales for the following shall be adjusted and updated to meet the requirements of the Minimum Wage Order and to address any compaction issues for classifications belonging within a series. As agreed upon by the PSEA PT, the new pay rate and first salary schedule attached hereto (Appendix A of Exhibit A – SPPSEA PT Hourly Salary Schedules) shall be effective the first pay period following ratification (July 22, 2019). All subsequent salary schedules shall become effective if the sales tax measure on the November 2019 ballot passes.

SECTION 3. Exhibit A is approved and adopted by the City Council of the City of South Pasadena.

SECTION 4. The City Clerk of the City of South Pasadena shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

PASSED, APPROVED AND ADOPTED ON this 17th day of July, 2019.

Marina Khubesrian, M.D., Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, City Clerk
(seal)

Teresa L. Highsmith, City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 17th day of July, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

EXHIBIT A

CITY
of
SOUTH PASADENA

AND

PUBLIC SERVICE EMPLOYEES' ASSOCIATION
(PART TIME UNIT)

MEMORANDUM OF UNDERSTANDING

2019-2023

**CITY OF SOUTH PASADENA
PUBLIC SERVICE EMPLOYEES' ASSOCIATION
MEMORANDUM OF UNDERSTANDING
2019-2023**

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1. CLASSIFICATIONS REPRESENTED

The City hereby confirms the SPPSEA is the representative of the part time employees in the classifications listed below:

Principal Management Analyst	Transportation Driver
Senior Management Analyst	Recreation Leader
Management Analyst	Site Manager
Community Services Coordinator	Typist Clerk II
Management Assistant	Parking Control Aide
Reference Librarian	Intern (Incumbent)
Librarian	Intern (hired after 11/5/14)
Management Aide	Typist Clerk I
Program Specialist	Police Cadet
Film Liaison	Accounting Clerk
Management Intern (Incumbent)	Library Aide II
Management Intern (hired after 11/5/14)	Library Aide I
Fire Prevention Specialist	High School Intern (Incumbent)
Recreation Camp Director	High School Intern (hired after 11/5/14)
Maintenance Assistant	
Lead Transportation Driver	
Secretary	

The City acknowledges that the SPPSEA Part Time Unit has contracted with the SPPSEA Full-Time Unit to provide representation services on all matters governed by the Meyers-Milias-Brown Act (Government Code section 3500, et seq.), the South Pasadena Personnel Rules and applicable rules and regulations.

2. GENERAL PROVISIONS

2(a) SEVERABILITY

If any Article or Section of this 2019-2023 MOU document, or any Addendum thereto, should be held invalid by operation of law, or by any tribunal or office of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal or office, the remainder of this document shall not be affected thereby and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or section.

2(b) EFFECT

It is understood and agreed that this 2019-2023 MOU document shall not become effective for any purpose or be binding on either party until approved by the City Council, and nothing herein shall be construed as obligating the City Council to approve in whole or in part.

If the City Council approves in full, then this document shall become immediately effective. If the City Council fails to approve in full without modification, then this document shall become null and void.

3. ASSOCIATION RIGHTS

3(a) MONTHLY CHANGE OF STATUS REPORT

The City shall provide the Association with a monthly change of status record of those Association members who are terminated, on leave of absence, or temporarily disabled.

3(b) NEW EMPLOYEE INFORMATION

The City shall provide each new employee eligible for Association representation with a membership statement, provided by the Association, and notify the Association President that such person has been hired and provide the Association President with the employee name, classification and department.

3(c) DUES AND BENEFITS DEDUCTIONS

1. The City shall deduct dues and Association sponsored benefit program premiums on a regular basis from the pay of all classifications and positions recognized to be represented by the Association, who voluntarily authorizes the deduction. The City shall remit such funds to the Association within 30 days following the deduction. The Association shall send the City's Human Resources Department a certified list of all individuals who have agreed to membership in the Association and the amount of dues the employee authorized to be deducted. The Association shall maintain the original dues authorizations forms and shall present them to the City on request if there is a dispute regarding the employee's membership status and/or authorization to deduct dues. The Association shall promptly send an updated certified list as members are added or withdraw from membership.
-

2. Hold Harmless Clause - The Association agrees to hold harmless and indemnify the City against any claims, causes of action, or lawsuits arising as a result of the deductions or transmittal of such funds to the Association, except the intentional failure of the City to transmit monies deducted from the employees pursuant to this Article to the Association.

4. MANAGEMENT RIGHTS

- 4(a) The City retains all its exclusive rights and authority under federal and state law and the City Code, and expressly and exclusively retains its management rights, which include, but are not limited to:
 1. The exclusive right to determine the mission of its constituent departments, commissions, boards.
 2. Set standards and levels of service.
 3. Determine the procedures and standards of selection for employment and promotions.
 4. Direct its employees.
 5. Establish and enforce dress and grooming standards.
 6. Determine the methods and means to relieve its employees from duty because of lack of work or other lawful reasons.
 7. Maintain the efficiency of governmental operation.
 8. Determine the methods, means and numbers and kinds of personnel by which government operations are to be conducted.
 9. Determine methods of financing.
 10. Determine style and/or types of City-issued wearing apparel, equipment or technology to be used.
 11. Determine and/or change the facilities, methods, technology means or organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted.
-

12. Determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions including but not limited to, the right to contract for or subcontract any work or operations of the City.
 13. To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice.
 14. Establish and modify productivity and performance programs and standards.
 15. Discharge, suspend, demote, reprimand, withhold salary increases and benefits or otherwise discipline employees in accordance with applicable law.
 16. Establish employee performance standards including but not limited to, quality and quantity standards, and to require compliance therewith.
 17. Take all necessary actions to carry out its mission in emergencies.
 18. Exercise complete control and discretion over its organization and the technology of performing its work.
- 4(b) The exercise by the City of its management rights shall not in any way, directly or indirectly, be subject to the grievance procedure herein and shall not supersede the City Personnel Rules, and Memoranda of Understanding. Except in emergencies or when the City is required to make changes in its operations because of the requirements of law, whenever the exercise of management rights shall impact on members of the bargaining unit in their wages, hours, or other terms and conditions of employment, the City agrees to meet and confer with representatives of the Association, at their request, regarding the impacts of the exercise of such rights, unless the matter of the exercise of such rights is provided for in this MOU document or in the Personnel Rules and Salary resolutions. By agreeing to meet and confer with the Association as to the impacts of the exercise of the foregoing management rights, management's discretion in the exercise of these rights shall not be diminished.
- 4(c) Management Generalist Series
1. The parties have agreed to a part-time management generalist series, to be within the part-time unit and represented by PSEA, comprised of the
-

following classifications: Management Aide, Management Assistant, Management Analyst, Senior Management Analyst and Principal Management Analyst.

2. City has the management right to promote any employee holding a PSEA PT-represented Management Generalist position to a position outside of the PSEA PT-represented bargaining unit within the full-time Management Generalist series without meeting and conferring regarding either its decision to promote, or the impacts of its decision to promote.
3. City will not promote a PSEA PT-represented employee to any position within the Part Time Management Generalist series or to the full-time Management Generalist series without the employee's consent.
4. City will respect and honor the decision of any PSEA PT-represented employee who does not want to promote to any position within either the part-time or full-time Management Generalist Series.
5. With the agreement of incumbent PSEA PT employees within the classification of part time Secretary, the City will retitle all existing part time Secretary classifications to part time Management Aide.
6. As with all other part time positions, positions within the part time Management Generalist series are subject to the City's "Part Time Hours Policy."
7. PSEA waives the right to grieve or challenge in any administrative or judicial forum City's decision to promote a PSEA PT-represented employee to any position within the full-time of part-time Management Generalist series.
8. PSEA waives the right to grieve or challenge in any administrative or judicial forum City's decision to appoint a PSEA PT-represented employee to any position within the full-time or part-time Management Generalist series.

5. GRIEVANCES

DEFINITION OF GRIEVANCE

A claimed violation, misinterpretation, inequitable application, or non-compliance with the provisions of the current Memorandum of Understanding, any

supplemental agreements and personnel rules and regulations. It is not to include a mere difference of opinion involving a management or department head exercise of discretion.

City Personnel Rules 13.2, Steps 1 and 2 only, shall be applicable to part time unit members. This means that part time unit members shall be authorized to pursue a grievance through meetings with the immediate Supervisor and the Department Head, with the Department Head (and not the City Manager) issuing a final and binding grievance determination that shall not be subject to any further administrative appeal.

6. MEAL AND REST PERIODS

After completion of five consecutive hours of work during a designated shift, each such affected employee shall be provided a thirty minute, unpaid meal break. In addition, at the conclusion of each four (4) consecutive hour period of work during a single designated shift, the affected employee shall be provided a ten minute paid rest period. Use of either or both meal and rest periods shall be subject to prior approval by the employees' supervisor. Although use of the time shall not be unreasonably withheld, the parties agree that the needs of the City shall prevail over those of the employee in determining whether or not to grant the meal or rest period. Denial of a meal or rest period shall not be subject to the grievance procedure or to any other form of challenge.

7. CONDUCT OF ASSOCIATION BUSINESS

Part Time Unit representatives shall be prohibited from engaging in Association-related business during scheduled hours of work, unless prior written authorization to do so is provided by a supervisor. Reasonable requests for such leave time shall be accommodated, consistent with City needs taking priority. This section does not impact the statutory leave time provided to unit members while literally involved in the meet and confer process.

The type of "Association Business" for which leave time may be granted, is confined to existing grievance-related investigations, preparation meetings and meetings with a supervisor and/or department head. However, "Association Business" leave time shall not be paid by the City (unlike paid statutory leave time for the meet and confer process) and shall be capped at a maximum of one hour for each scheduled work-shift, unless otherwise approved in writing by the employees' supervisor.

8. SERVICE RECOGNITION

Service Pins and certificates will be given to all part time employees upon the completion of every five years of service to the City.

9. PARTICIPATION IN 457 PLAN

Association members will be eligible to participate in the City's 457 plan, subject to the City's rules, procedures and policies governing that program, for so long as the City elects to maintain such a program. Participation in the City's 457 program shall be cost neutral to the City. Any cost associated with association members' participation in the 457 program will be the responsibility of the association member.

10. PARTICIPATION IN OPTIONAL SUPPLEMENTAL INSURANCE PLAN

Association members will be eligible to participate in the City's Optional Supplemental Insurance Plan, subject to the City's rules, procedures and policies governing that program, for so long as the City elects to maintain such a program. Participation in the City's Optional Supplemental Insurance Plan program shall be cost neutral to the City. Any cost associated with association members' participation in the Optional Supplemental Insurance Plan program will be the responsibility of the association member.

11. COMPENSATION – SALARY SCHEDULE ADJUSTMENT

Effective beginning with the first full pay period starting after ratification by the Council, (July 22, 2019) the salary schedule set forth in Appendix "A" shall be applicable.

If the sales tax measure scheduled for the November, 2019 election is passed by the electorate:

Effective January 1, 2020, the salary schedule set forth in Appendix "B" shall be applicable.

Effective January 1, 2021, the salary schedule set forth in Appendix "C" shall be applicable.

Effective January 1, 2022, the salary schedule set forth in Appendix "D" shall be applicable.

At all times, employees shall be paid at least the California minimum wage.

If the sales tax increase is not approved by the City's voters in the November 2019 election, Appendix A shall be in effect throughout the term of the MOU.

12. REOPENERS

A. AFFORDABLE CARE ACT

The City and SPPSEA agreed to a Part-Time Hours Policy, as follows:

- a. **Category 1: All Part Time Employees in the Transit Division of the Community Services Department:** All part time employees in the Transit Division of the Community Services Department, including the positions of Lead Transportation Driver, Professional Intern, Program Specialist, Transit Assistant, Transportation Coordinator and Transportation Driver, shall be restricted to working no more than 28 hours per week and no more than 112 hours per calendar month.
- b. **Category 2: All Part Time Employees Hired On or After July 1, 2013 Not in Category 1:** All part time employees hired on or after July 1, 2013 who are not in Category 1 shall be restricted to working no more than 18 hours per week, no more than 72 hours per calendar month, and no more than 936 hours per fiscal year.
- c. **Category 3: Part Time Employees Enrolled in CalPERS as of July 1, 2013:** All part time employees enrolled in CalPERS as of July 1, 2013, shall be restricted to working no more than 28 hours per week and no more than 112 hours per calendar month.
- d. **Category 4: Part Time Employees Not in Category 1 and Not Enrolled in CalPERS as of July 1, 2013:** All part time employees who are not in Category 1 and who are not enrolled in CalPERS as of July 1, 2013, shall be restricted to working no more than 18 hours per week, no more than 72 hours per month, and no more than 936 hours per fiscal year.

In addition, the City Manager reserves the right to allow additional classifications not listed in the above categories to work up to 28 hours per a week and no more than 112 hours per a calendar month.

In the event that the Affordable Care Act (“ACA”) is modified to raise the threshold for “full-time” employment higher than the current 30 hours per week, the City agrees to reopen negotiations with the PSEA Part Time Unit regarding the Part-Time Hours Policy and/or Personnel Rule 16, to allow part time City employees’ hours to increase above the current 28 hour per week cap.

B. SALARY

This MOU shall be subject to a reopener at direction of the City Council, upon adoption by the City Council of a Resolution evidencing a finding by the Council that any or all of the following events have occurred during the 2019-2020, 2020-2021 or 2021-2022, or 2022-2023 fiscal years:

1. Five percent (5%) or greater reduction in general fund revenues during each fiscal year for the period July 1 through December 31 compared to the immediately preceding same period of time; and/or the period January 1 through June 30 and the same preceding period of time. The decline, if any, shall be measured by receipts during the applicable period of time, (Revenue reductions attributed to state withholding of local funds, shall be included in measuring the five percent (5%) reduction) or,
2. A determination by the City Council to implement this Section 1. shall not be subject to administrative challenge.

Although invocation of this Article shall not in and of itself constitute a revocation of terms and conditions of employment in force and effect prior to this 2022-2023 MOU, such provisions shall be subject to the meet and confer process conducted pursuant to this reopener.

C. PERSONNEL RULES

During the term of this MOU, the City Manager may reopen the meet and confer process regarding the amendment of existing personnel rules and regulations and adoption of successor rules and regulations.

13. INTERNS

There are three Intern positions in this unit: Management Intern, Intern and High School Intern. All Intern positions are intended to be limited term. Except in rare circumstances, Intern positions shall not exceed one year. All incumbent Interns at the time of ratification of this MOU by the City Council shall continue to have a salary schedule with five steps (A-E). All individuals who become any of the three Intern classifications after ratification of this MOU shall be eligible for steps A-C only, as reflected in the Salary Schedules attached to this MOU, for the time period applicable.

14. SICK LEAVE

The City shall conform with the California Healthy Families Act of 2014. Employees

shall receive 24 hours of paid sick leave on July 1 of each year. Unused sick leave shall not carry over to the following fiscal year.

15. EMPLOYEE WELLNESS, BALANCE AND PROFESSIONAL DEVELOPMENT

The City recognizes the importance of promoting employee wellness, balance and professional development. As such, the City shall bring the below listed benefits, as offerings and supplemental optional employee wellness & balance and professional development initiatives/programs, at no cost to the employee:

- (a) A meditation room will be made available for employee use to create a calm space that allows for mindfulness and wellness; and
- (b) Yoga & fitness classes will be offered on a regular basis in Council Chambers and/or at other city facilities, to support employee health and wellness; and
- (c) City sponsored Toastmasters club on site (includes membership & lunch) to provide opportunity for employees to develop public speaking and engagement skills with fellow city employees; and
- (d) A natural green space area will be created behind City Hall to facilitate time outside for lunches or meetings.

16. RATIFICATION AND IMPLEMENTATION

The City and the Association acknowledge that this MOU shall not be in full force and effect until ratified by its membership and adopted in the form of a resolution by the City Council of the City of South Pasadena. Subject to the foregoing, this MOU is hereby executed and authorized by the designated representatives of the City and the Association and entered into on this ____ day of _____, 2019.

**South Pasadena Public Service
Employees' Association (Part Time Unit)**

City of South Pasadena

William Lopez 07-03-2019
William Lopez, President Date

Marina Khubesrian, M.D., Mayor Date

Stephanie DeWolfe, City Manager Date

APPENDIX A

Public Service Part Time Employees Hourly Salary Schedule

	A	B	C	D	E
Principal Management Analyst	\$ 44.69	\$ 46.92	\$ 49.27	\$ 51.73	\$ 54.32
Senior Management Analyst	\$ 37.16	\$ 39.02	\$ 40.97	\$ 43.02	\$ 45.17
Management Analyst	\$ 30.95	\$ 32.50	\$ 34.12	\$ 35.83	\$ 37.62
Community Services Coordinator	\$ 26.57	\$ 27.90	\$ 29.29	\$ 30.76	\$ 32.30
Management Assistant	\$ 26.09	\$ 27.39	\$ 28.76	\$ 30.20	\$ 31.71
Reference Librarian	\$ 22.31	\$ 23.43	\$ 24.60	\$ 25.83	\$ 27.12
Librarian	\$ 22.31	\$ 23.43	\$ 24.60	\$ 25.83	\$ 27.12
Management Aide	\$ 22.12	\$ 23.23	\$ 24.39	\$ 25.61	\$ 26.89
Program Specialist	\$ 22.12	\$ 23.23	\$ 24.39	\$ 25.61	\$ 26.89
Film Liaison	\$ 21.06	\$ 22.11	\$ 23.22	\$ 24.38	\$ 25.60
Management Intern (<i>Incumbent</i>)	\$ 20.22	\$ 21.23	\$ 22.29	\$ 23.41	\$ 24.58
Management Intern (<i>hired after 11/5/14</i>)	\$ 20.22	\$ 21.23	\$ 22.29		
Fire Prevention Specialist	\$ 19.52	\$ 20.50	\$ 21.52	\$ 22.60	\$ 23.73
Recreation Camp Director	\$ 19.52	\$ 20.50	\$ 21.52	\$ 22.60	\$ 23.73
Maintenance Assistant	\$ 18.45	\$ 19.37	\$ 20.34	\$ 21.36	\$ 22.43
Lead Transportation Driver	\$ 18.45	\$ 19.37	\$ 20.34	\$ 21.36	\$ 22.43
Secretary	\$ 17.83	\$ 18.72	\$ 19.66	\$ 20.64	\$ 21.67
Transportation Driver	\$ 17.29	\$ 18.15	\$ 19.06	\$ 20.02	\$ 21.02
Recreation Leader	\$ 14.09	\$ 14.79	\$ 15.53	\$ 16.31	\$ 17.13
Site Manager	\$ 14.09	\$ 14.79	\$ 15.53	\$ 16.31	\$ 17.13
Typist Clerk II	\$ 13.67	\$ 14.35	\$ 15.07	\$ 15.82	\$ 16.62
Parking Control Aide	\$ 13.51	\$ 14.19	\$ 14.89	\$ 15.64	\$ 16.42
Intern (<i>Incumbent</i>)	\$ 13.25	\$ 13.91	\$ 14.61	\$ 15.34	\$ 16.11
Intern (<i>hired after 11/5/14</i>)	\$ 13.35	\$ 14.02	\$ 14.72		
Typist Clerk I	\$ 12.75	\$ 13.39	\$ 14.06	\$ 14.76	\$ 15.50
Police Cadet	\$ 12.37	\$ 12.99	\$ 13.64	\$ 14.32	\$ 15.04
Accounting Clerk	\$ 12.35	\$ 12.97	\$ 13.62	\$ 14.30	\$ 15.01
Library Aide II	\$ 12.21	\$ 12.82	\$ 13.46	\$ 14.13	\$ 14.84
Library Aide I	\$ 12.00	\$ 12.60	\$ 13.23	\$ 13.89	\$ 14.59
High School Intern (<i>Incumbent</i>)	\$ 12.00	\$ 12.60	\$ 13.23	\$ 13.89	\$ 14.59
High School Intern (<i>hired after 11/5/14</i>)	\$ 12.00	\$ 12.60	\$ 13.23		

Effective the first full pay period beginning after ratification (Effective July 22, 2019)

APPENDIX B

Public Service Part Time Employees Hourly Salary Schedule

	A	B	C	D	E
Principal Management Analyst	\$ 45.69	\$ 47.97	\$ 50.37	\$ 52.89	\$ 55.54
Senior Management Analyst	\$ 38.16	\$ 40.07	\$ 42.07	\$ 44.17	\$ 46.38
Management Analyst	\$ 31.95	\$ 33.55	\$ 35.22	\$ 36.99	\$ 38.84
Community Services Coordinator	\$ 27.57	\$ 28.95	\$ 30.40	\$ 31.92	\$ 33.51
Management Assistant	\$ 27.09	\$ 28.44	\$ 29.87	\$ 31.36	\$ 32.93
Reference Librarian	\$ 23.31	\$ 24.48	\$ 25.70	\$ 26.98	\$ 28.33
Librarian	\$ 23.31	\$ 24.48	\$ 25.70	\$ 26.98	\$ 28.33
Management Aide	\$ 23.12	\$ 24.28	\$ 25.49	\$ 26.76	\$ 28.10
Program Specialist	\$ 23.12	\$ 24.28	\$ 25.49	\$ 26.76	\$ 28.10
Film Liaison	\$ 22.06	\$ 23.16	\$ 24.32	\$ 25.54	\$ 26.81
Management Intern (<i>Incumbent</i>)	\$ 21.22	\$ 22.28	\$ 23.40	\$ 24.56	\$ 25.79
Management Intern (<i>hired after 11/5/14</i>)	\$ 21.22	\$ 22.28	\$ 23.40		
Fire Prevention Specialist	\$ 20.52	\$ 21.55	\$ 22.62	\$ 23.75	\$ 24.94
Recreation Camp Director	\$ 20.52	\$ 21.55	\$ 22.62	\$ 23.75	\$ 24.94
Maintenance Assistant	\$ 19.45	\$ 20.42	\$ 21.44	\$ 22.52	\$ 23.64
Lead Transportation Driver	\$ 19.45	\$ 20.42	\$ 21.44	\$ 22.52	\$ 23.64
Secretary	\$ 18.83	\$ 19.77	\$ 20.76	\$ 21.80	\$ 22.89
Transportation Driver	\$ 18.29	\$ 19.20	\$ 20.16	\$ 21.17	\$ 22.23
Recreation Leader	\$ 15.09	\$ 15.84	\$ 16.64	\$ 17.47	\$ 18.34
Site Manager	\$ 15.09	\$ 15.84	\$ 16.64	\$ 17.47	\$ 18.34
Typist Clerk II	\$ 14.67	\$ 15.40	\$ 16.17	\$ 16.98	\$ 17.83
Parking Control Aide	\$ 14.51	\$ 15.24	\$ 16.00	\$ 16.80	\$ 17.64
Intern (<i>Incumbent</i>)	\$ 14.35	\$ 15.07	\$ 15.82	\$ 16.61	\$ 17.44
Intern (<i>hired after 11/5/14</i>)	\$ 14.35	\$ 15.07	\$ 15.82		
Typist Clerk I	\$ 13.75	\$ 14.44	\$ 15.16	\$ 15.92	\$ 16.71
Police Cadet	\$ 13.37	\$ 14.04	\$ 14.74	\$ 15.48	\$ 16.25
Accounting Clerk	\$ 13.35	\$ 14.02	\$ 14.72	\$ 15.45	\$ 16.23
Library Aide II	\$ 13.21	\$ 13.87	\$ 14.56	\$ 15.29	\$ 16.06
Library Aide I	\$ 13.00	\$ 13.65	\$ 14.33	\$ 15.05	\$ 15.80
High School Intern (<i>Incumbent</i>)	\$ 13.00	\$ 13.65	\$ 14.33	\$ 15.05	\$ 15.80
High School Intern (<i>hired after 11/5/14</i>)	\$ 13.00	\$ 13.65	\$ 14.33		

Effective December 23, 2019 – *If sales tax measure scheduled for the November 2019 election is passed by the electorate*

APPENDIX C

Public Service Part Time Employees Hourly Salary Schedule

	A	B	C	D	E
Principal Management Analyst	\$ 46.69	\$ 49.02	\$ 51.48	\$ 54.05	\$ 56.75
Senior Management Analyst	\$ 39.16	\$ 41.12	\$ 43.17	\$ 45.33	\$ 47.60
Management Analyst	\$ 32.95	\$ 34.60	\$ 36.33	\$ 38.14	\$ 40.05
Community Services Coordinator	\$ 28.57	\$ 30.00	\$ 31.50	\$ 33.07	\$ 34.73
Management Assistant	\$ 28.09	\$ 29.49	\$ 30.97	\$ 32.52	\$ 34.14
Reference Librarian	\$ 24.31	\$ 25.53	\$ 26.80	\$ 28.14	\$ 29.55
Librarian	\$ 24.31	\$ 25.53	\$ 26.80	\$ 28.14	\$ 29.55
Management Aide	\$ 24.12	\$ 25.33	\$ 26.59	\$ 27.92	\$ 29.32
Program Specialist	\$ 24.12	\$ 25.33	\$ 26.59	\$ 27.92	\$ 29.32
Film Liaison	\$ 23.06	\$ 24.21	\$ 25.42	\$ 26.69	\$ 28.03
Management Intern (<i>Incumbent</i>)	\$ 22.22	\$ 23.33	\$ 24.50	\$ 25.72	\$ 27.01
Management Intern (<i>hired after 11/5/14</i>)	\$ 22.22	\$ 23.33	\$ 24.50		
Fire Prevention Specialist	\$ 21.52	\$ 22.60	\$ 23.73	\$ 24.91	\$ 26.16
Recreation Camp Director	\$ 21.52	\$ 22.60	\$ 23.73	\$ 24.91	\$ 26.16
Maintenance Assistant	\$ 20.45	\$ 21.47	\$ 22.55	\$ 23.67	\$ 24.86
Lead Transportation Driver	\$ 20.45	\$ 21.47	\$ 22.55	\$ 23.67	\$ 24.86
Secretary	\$ 19.83	\$ 20.82	\$ 21.86	\$ 22.96	\$ 24.10
Transportation Driver	\$ 19.29	\$ 20.25	\$ 21.27	\$ 22.33	\$ 23.45
Recreation Leader	\$ 16.09	\$ 16.89	\$ 17.74	\$ 18.63	\$ 19.56
Site Manager	\$ 16.09	\$ 16.89	\$ 17.74	\$ 18.63	\$ 19.56
Typist Clerk II	\$ 15.67	\$ 16.45	\$ 17.28	\$ 18.14	\$ 19.05
Parking Control Aide	\$ 15.51	\$ 16.29	\$ 17.10	\$ 17.95	\$ 18.85
Intern (<i>Incumbent</i>)	\$ 15.35	\$ 16.12	\$ 16.92	\$ 17.77	\$ 18.66
Intern (<i>hired after 11/5/14</i>)	\$ 15.35	\$ 16.12	\$ 16.92		
Typist Clerk I	\$ 14.75	\$ 15.49	\$ 16.26	\$ 17.07	\$ 17.93
Police Cadet	\$ 14.37	\$ 15.09	\$ 15.84	\$ 16.64	\$ 17.47
Accounting Clerk	\$ 14.35	\$ 15.07	\$ 15.82	\$ 16.61	\$ 17.44
Library Aide II	\$ 14.21	\$ 14.92	\$ 15.67	\$ 16.45	\$ 17.27
Library Aide I	\$ 14.00	\$ 14.70	\$ 15.44	\$ 16.21	\$ 17.02
High School Intern (<i>Incumbent</i>)	\$ 14.00	\$ 14.70	\$ 15.44	\$ 16.21	\$ 17.02
High School Intern (<i>hired after 11/5/14</i>)	\$ 14.00	\$ 14.70	\$ 15.44		

Effective December 21, 2020 - *If sales tax measure scheduled for the November 2019 election is passed by the electorate*

APPENDIX D

Public Service Part Time Employees Hourly Salary Schedule

	A	B	C	D	E
Principal Management Analyst	\$ 47.69	\$ 50.07	\$ 52.58	\$ 55.21	\$ 57.97
Senior Management Analyst	\$ 40.16	\$ 42.17	\$ 44.28	\$ 46.49	\$ 48.81
Management Analyst	\$ 33.95	\$ 35.65	\$ 37.43	\$ 39.30	\$ 41.27
Community Services Coordinator	\$ 28.57	\$ 30.00	\$ 31.50	\$ 33.07	\$ 34.73
Management Assistant	\$ 29.09	\$ 30.54	\$ 32.07	\$ 33.68	\$ 35.36
Reference Librarian	\$ 25.31	\$ 26.58	\$ 27.90	\$ 29.30	\$ 30.76
Librarian	\$ 25.31	\$ 26.58	\$ 27.90	\$ 29.30	\$ 30.76
Management Aide	\$ 25.12	\$ 26.38	\$ 27.69	\$ 29.08	\$ 30.53
Program Specialist	\$ 25.12	\$ 26.38	\$ 27.69	\$ 29.08	\$ 30.53
Film Liaison	\$ 24.06	\$ 25.26	\$ 26.53	\$ 27.85	\$ 29.25
Management Intern (<i>Incumbent</i>)	\$ 23.22	\$ 24.38	\$ 25.60	\$ 26.88	\$ 28.22
Management Intern (<i>hired after 11/5/14</i>)	\$ 23.22	\$ 24.38	\$ 25.60		
Fire Prevention Specialist	\$ 22.52	\$ 23.65	\$ 24.83	\$ 26.07	\$ 27.37
Recreation Camp Director	\$ 22.52	\$ 23.65	\$ 24.83	\$ 26.07	\$ 27.37
Maintenance Assistant	\$ 21.45	\$ 22.52	\$ 23.65	\$ 24.83	\$ 26.07
Lead Transportation Driver	\$ 21.45	\$ 22.52	\$ 23.65	\$ 24.83	\$ 26.07
Secretary	\$ 20.83	\$ 21.87	\$ 22.97	\$ 24.11	\$ 25.32
Transportation Driver	\$ 20.29	\$ 21.30	\$ 22.37	\$ 23.49	\$ 24.66
Recreation Leader	\$ 17.09	\$ 17.94	\$ 18.84	\$ 19.78	\$ 20.77
Site Manager	\$ 17.09	\$ 17.94	\$ 18.84	\$ 19.78	\$ 20.77
Typist Clerk II	\$ 16.67	\$ 17.50	\$ 18.38	\$ 19.30	\$ 20.26
Parking Control Aide	\$ 16.51	\$ 17.34	\$ 18.20	\$ 19.11	\$ 20.07
Intern (<i>Incumbent</i>)	\$ 16.35	\$ 17.17	\$ 18.03	\$ 18.93	\$ 19.87
Intern (<i>hired after 11/5/14</i>)	\$ 16.35	\$ 17.17	\$ 18.03		
Typist Clerk I	\$ 15.75	\$ 16.54	\$ 17.36	\$ 18.23	\$ 19.14
Police Cadet	\$ 15.37	\$ 16.14	\$ 16.95	\$ 17.79	\$ 18.68
Accounting Clerk	\$ 15.35	\$ 16.12	\$ 16.92	\$ 17.77	\$ 18.66
Library Aide II	\$ 15.21	\$ 15.97	\$ 16.77	\$ 17.61	\$ 18.49
Library Aide I	\$ 15.00	\$ 15.75	\$ 16.54	\$ 17.36	\$ 18.23
High School Intern (<i>Incumbent</i>)	\$ 15.00	\$ 15.75	\$ 16.54	\$ 17.36	\$ 18.23
High School Intern (<i>hired after 11/5/14</i>)	\$ 15.00	\$ 15.75	\$ 16.54		

Effective December 20, 2021 - *If sales tax measure scheduled for the November 2019 election is passed by the electorate*

ATTACHMENT 5

A resolution approving unrepresented management employee benefits listing and management salary schedule superseding Resolution No. 7612 and approving job descriptions for Deputy Police Chief and Police Lieutenant and the reclassification of Police Captain to Deputy Police Chief

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
APPROVING UNREPRESENTED MANAGEMENT
EMPLOYEE BENEFITS LISTING AND MANAGEMENT
SALARY SCHEDULE SUPERSEDING RESOLUTION
NO. 7612 AND APPROVING THE JOB DESCRIPTIONS
FOR DEPUTY POLICE CHIEF AND POLICE LIEUTENANT
AND THE RECLASSIFICATION OF POLICE CAPTAIN TO
DEPUTY POLICE CHIEF**

WHEREAS, the City Council has set a priority to establish salaries at a level that both attracts and retains the most qualified staff while carefully managing scarce resources; and

WHEREAS, the City Manager has reviewed the compensation package applicable to managers and has evaluated it in the context of the current and future fiscal environment; and

WHEREAS, in April 2019, the City conducted a salary survey of compensation for all full-time classifications, which served as the data upon which compensation considerations were made, comparing salary data with nine other comparable cities of similar size, demographics and services to the public and taking into consideration internal alignment of salaries for managers and directors; and

WHEREAS, during this process, a study was also conducted and recommendations were made to reorganize and restructure the Police Department; resulting recommendations included a realignment of certain classifications and the creation of two Police Management classifications, that of Deputy Police Chief and Police Lieutenant; and

WHEREAS, the City Council finds that the salary and benefit adjustments set forth in this resolution are reasonable and address the recruitment, retention, and fiscal needs of the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. Management Benefits as set forth in “Exhibit A” and the Management Salary Schedules set forth in “Exhibit B” shall be approved.

SECTION 2. The classifications of Deputy Police Chief and Police Lieutenant shall be added to the list of classifications that are a part of the Unrepresented Management Employees group.

SECTION 3. The classification of Police Captain shall be reclassified to Deputy Police Chief and the classification of Police Captain shall be eliminated.

SECTION 4. The title for classification for Director of Library, Arts & Culture shall be changed to Library Director.

SECTION 5. The City Clerk of the City of South Pasadena shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

PASSED, APPROVED AND ADOPTED ON this 17th day of July, 2019.

Marina Khubesrian, M.D., Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, City Clerk
(seal)

Teresa L. Highsmith, City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 17th day of July, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

EXHIBIT A

MANAGEMENT BENEFITS

The following shall be the classifications, compensation and benefit plan for management employees:

SECTION 1. TERM

The following established classifications, salaries and benefits of employment for management employees shall be in effect upon adoption by the City Council.

SECTION 2. CLASSIFICATIONS

Accounting Manager
Assistant City Manager
Assistant Library Director
Assistant to the City Manager
Chief City Clerk
Community Services Director
Community Services Supervisor
Deputy Public Works Director – Engineering & Operations
Deputy Public Works Director – Water Utility & Sustainability
Deputy Fire Chief
Deputy Police Chief
Executive Assistant
Finance Director
Finance Manager
Fire Chief
Fire Division Chief
Human Resources Manager
Library Director
Planning & Community Development Director
Police Chief
Police Lieutenant
Principal Management Analyst
Public Works Director
Public Works Operations Manager
Water Operations Manager

SECTION 3. SALARY

Effective July 1, 2019, eligible classifications, shall be brought to 90% of the average of the salary data as reflected in the recent salary survey.

If the sales tax measure on the November 2019 ballot passes, the following increases will occur:

(a) On January 1, 2020, all eligible classifications shall be brought to 95% of the average of the salary data as reflected in the recent salary survey; and

(b) On July 1, 2020, all classifications shall receive a 2% salary increase; and

(c) On July 1, 2021, all classifications shall receive a 2% salary increase.

The salaries for management employees shall be those contained in Exhibit B, "Management Salary Schedules."

SECTION 4. RETIREMENT

A. The City agrees to participate in the California Public Service Employees' Retirement System (CalPERS). Classic CalPERS safety members (Police Chief, Fire Chief, Deputy Fire Chief, Fire Division Chief and Police Captains) i.e., those that do not qualify as "new" members under the California Public Employees' Pension Reform Act of 2013 ("PEPRA" or "AB 340") shall participate in the 2%@50 plan with single highest year compensation. Per AB 340, new CalPERS safety members shall participate in the 2.7%@57 plan with the highest average annual pensionable compensation earned during a period of 36 consecutive months rather than single highest year. For all non-safety Management employees, Classic CalPERS members shall participate in the 2%@55 plan with single highest year final compensation and per AB 340, new members shall participate in the 2.0%@62 plan with highest average annual pensionable compensation earned during a period of 36 consecutive months.

B. Classic members are statutorily subject to a member contribution rate of 7% (non-safety) or 9% (safety) of compensation and shall pay that rate. New members shall pay 50% of normal cost (as determined by CalPERS) as their member contribution.

C. The City's plan shall provide the sick leave conversion benefit.

SECTION 5. RETIRED EMPLOYEE'S MEDICAL COVERAGE

Employees who became annuitants prior to July 1, 2012 shall receive City payment of 100% of the medical insurance premium for the retired employee only, with said payment not exceeding the premium requirement for insurance programs offered through CalPERS, both prior to and after becoming Medicare eligible.

Effective on July 1, 2020, the City shall restructure the way it funds current employee and retiree medical insurance benefits. The City's goal is to keep all current retirees and employees whole while reducing the future retiree medical benefits of new employees hired on or after July 1, 2020. The City shall do as follows:

(a) Change the City's PEMHCA resolution with CalPERS to reduce the City's PEMHCA contribution to the PEMHCA minimum as it changes from year to year (currently \$136/month but increasing to \$139/month in 2020);

(b) Provide current retirees who are eligible for, and have elected to participate in, CalPERS health insurance as a retiree, and current employees when they become eligible retirees and elect retiree CalPERS medical coverage, with a contribution directly to CalPERS for the PEMHCA minimum contribution, and the difference between the PEMHCA minimum and \$915/month as a contribution to a Health Reimbursement Account that will be directed to the retiree; and

(c) For all employees hired on or after July 1, 2020, who retire from the City in the future and are eligible to, and elect to enroll in, CalPERS' health insurance plans, City retiree medical contributions shall be limited to the PEMHCA minimum employer contribution at the time.

SECTION 6. DEFERRED COMPENSATION

The City shall pay the equivalent of 1% of each management employees' salary into a deferred compensation plan.

SECTION 7. SICK LEAVE

A. Sick leave shall be earned at the rate of eight (8) hours per month of service to the City.

B. Management employees may accrue unlimited sick leave.

C. At the employee's termination, the accumulated sick leave hours shall have no cash value.

SECTION 8. CONVERSION TO CALPERS SERVICE CREDIT

Upon retirement, employees may convert unused accumulated sick leave to service credits based on the formula set forth by CalPERS. According to CalPERS, in order to receive sick leave credit, the employees' retirement date must be within 120 days from the date of separation from the City.

SECTION 9. BEREAVEMENT LEAVE

A. Bereavement leave shall be granted by the City Manager for the death of a spouse, parents, step-parents, child, step-child, grandparents, grandchildren, brothers, and/or sisters, for three work days per each fiscal year.

B. Additional occurrences shall be deducted from the employee's own sick leave.

C. Bereavement leave may be used not only for attendance at funerals, but for time spent in assisting in the preparation of funerals.

SECTION 10. MANAGEMENT LEAVE

A. Employees shall receive 80 hours of management leave each fiscal year.

B. Employees may cash out up to sixty (60) hours of unused Management Leave during a fiscal year. Consistent with the City's practice of granting Administrative or Management Leave prospectively, cash out of unused Management Leave is an annual compensation benefit for management staff, and as such will be distributed prospectively during the course of each fiscal year in accordance with this resolution.

C. Beginning July 1, 2014, employees can cash out up to thirty (30) hours of Management Leave, should they elect to do so, during a special payroll that will occur between the first and second regular payrolls in July of each year, and may cash out another thirty (30) hours of Management Leave, should they elect to do so, during a special payroll that will occur between the first and second regular payrolls in December of each year.

D. Unused or non-cashed out management leave may not at any time be carried over to the next fiscal year.

E. Beginning December 2019, employees shall qualify to cash out up to 60 hours of Management Leave. This cash out opportunity shall take place once a year and shall replace the previous procedure that allowed for two opportunities to cash out up to 30 hours each time throughout the year. To qualify to cash out Management Leave, the employee must irrevocably elect in writing, in December, the number of hours of Management Leave they elect to cash out in the next calendar year. Subject to a sixty (60) hour maximum. Employees must elect (12 months prior) via an election form to cash out up to 60 hours of Management Leave. The cash out of those hours will take place once a year in December of the calendar year after the election is made. The City will make a form available to make the irrevocable election. The form must be submitted to the City's Finance Department in December.

SECTION 11. VACATION

A. Vacation shall be accrued based on the years of service as follows:

1 – 5 years	120 hours
6 – 10 years	128 hours
11 – 15 years	136 hours
16 – 20 years	152 hours

Over 20 years 160 hours

B. Employees who have achieved more than twenty years of service with the City as of the date of this resolution and whose vacation benefits are subject to the terms of this resolution as of July 7, 1999 shall be allowed to accrue vacation pursuant to the schedule contained in City Council Resolution No. 6558.

C. Employees with twenty years of service with South Pasadena and who are appointed to management positions after July 7, 1999 shall receive vacation benefits in accordance with the provisions of Section 11A above.

D. Employees subject to this resolution shall endeavor to take annual vacation leave equal to the time accrued. An employee's accrued vacation shall be capped at two years' worth of vacation hours. Employees will cease accruing vacation hours until the accrued hours fall below the maximum accumulation allowed. Employees may carry over up to two (2) years accumulation of vacation time.

E. Beginning December 2019, employees shall qualify to cash out up to 80 hours of Vacation Leave. To qualify to cash out Vacation Leave, the employee must irrevocably elect in writing, in December, the number of hours of Vacation Leave they elect to cash out in the next calendar year. Subject to a eighty (80) hour maximum. Employees must elect (12 months prior) via an election form to cash out up to 80 hours of Vacation Leave. The cash out of those hours will take place once a year in December of the calendar year after the election is made. The City will make a form available to make the irrevocable election. The form must be submitted to the City's Finance Department in December.

SECTION 12. HOLIDAYS

Employees shall receive the following fourteen (14) paid holidays per fiscal year:

If any of the below listed holidays (listed as #1 to #11) falls on Friday that City Hall is closed, the employee will receive a floating holiday to use within the following 12 months. That floating holiday is not subject to cash out, nor can it be rolled over beyond the initial 12 months.

1. January 1 – New Year's Day
2. 3rd Monday in January – Martin Luther King, Jr. Birthday
3. 3rd Monday in February – President's Day
4. Last Monday in May – Memorial Day
5. July 4 – Independence Day
6. 1st Monday in September – Labor Day
7. 2nd Monday in October – Columbus Day

8. November 11 – Veteran’s Day
9. 4th Thursday in November – Thanksgiving Day
10. Friday after Thanksgiving – Substitute for Admission’s Day
11. December 25 – Christmas Day
12. Winter Holiday Closure – three additional paid days between December 25th to January 1

Winter Holiday Closure – City Hall shall close each year from December 25 to January 1. Employees shall receive three additional days off with pay during that period, in addition to December 25 and January 1.

If a recognized holiday (December 25 and/or January 1) falls on a Saturday, the employee shall receive the prior Friday as a day off with pay. If that Friday is the employee’s regular day off, the employee will receive a floating holiday to use within the following 12 months. That floating holiday is not subject to cash out, nor can it be rolled over beyond the initial 12 months.

If the recognized holiday (December 25 and/or January 1) falls on a Sunday, employees shall receive the following Monday as a day off with pay. If that Monday is the employee’s regular day off, employees will receive a floating holiday to use within the following 12 months. That floating holiday is not subject to cash out, nor can it be rolled over beyond the initial 12 months.

If the recognized holiday (December 25 and/or January 1) falls on the employee’s regular day off, the employee will receive either: 1) in the case of a regularly scheduled Monday off, Tuesday off with pay; or 2) in the case of a regularly scheduled Friday off, then Thursday off with pay.

A. Fire Division Chiefs and Police Lieutenants only –Fire Division Chiefs shall be paid at the rate of twelve (12) hours of the employee’s hourly rate for each City designated paid holiday. Police Lieutenants shall be paid at the rate of ten (10) hours of the employee’s hourly rate for each City designated paid holiday.

B. Management employees shall receive two (2) floating holidays per fiscal year. Floating holidays may not be carried over to the next fiscal year.

SECTION 13. INSURANCE

A. City paid medical insurance coverage is provided as follows:

The City's monthly contributions to the medical premium contribution plan shall be as follows to the maximum stated, depending on the level of coverage selected:

Employee only	= \$ 715
Employee + 1	= \$ 1,115
Employee + family	= \$ 1,290

Beginning July 1, 2020 the City's monthly contributions to the medical premium contribution plan shall be increased as follows to the maximum stated, depending on the level of coverage selected:

Employee only	\$ 200 = \$ 915
Employee + 1	\$ 0 = \$ 1,115
Employee + family	\$ 0 = \$ 1,290

For employee only coverage, the additional \$200 per month represents a maximum contribution made only if needed to pay for the employee's chosen medical insurance plan coverage, and may not be used as any form of cash in lieu.

- B. City paid dental coverage is provided up to \$75 per month.
- C. City paid vision care coverage is provided up to \$20 per month.
- D. City paid life insurance policy in the sum of \$50,000 provided.
- E. City paid accidental death & dismemberment insurance policy in the sum of \$50,000 provided. Additional coverage up to \$500,000 available at employee's expense.
- F. Optional Supplemental Insurance Plans available through AFLAC at the employee's expense.

SECTION 14. LONG TERM DISABILITY

A. For full-time employees who have been employed by the City for six months, the City shall provide long-term disability coverage under a self-insured status. The City may require reasonable proof of the disabling illness and retains the right to define "long term disability." The City will pay two-thirds of the employee's monthly salary effective the day disability is approved and for the duration the employee continues to be disabled or for one year, whichever is less.

B. There is a 30-day elimination period during which the employee must use his or her accrued sick leave. If the employee has less than 30 days of accrued sick leave, the employee may choose to use other accrued leave or take the remaining days unpaid.

C. Benefits shall be paid for one year for the approved disability. The City Manager may, upon review of the nature of the disability, grant up to one additional year of disability benefits.

D. The City shall continue to pay all of the insurance premiums listed in Section 13 during the City-recognized period of long term disability.

SECTION 15. UNIFORMS

Full-time Fire Chief, Police Chief, Deputy Police Chief and Deputy Fire Chief shall receive \$1,000 annually for the cleaning of and maintenance of their uniforms. Full-time Fire Division Chief and Police Lieutenant shall receive \$675 annually for the cleaning of and maintenance of their uniforms.

SECTION 16. WORK SCHEDULE

Beginning September 2019, City Hall employees shall operate on a 4/10 work schedule. All other departments shall if feasible transition to a 4/10 work schedule by December 31, 2019.

EXHIBIT B

MANAGEMENT MONTHLY SALARY SCHEDULE

	A	B	C	D	E	F	G
Accounting Manager	\$6,612	\$6,942	\$7,289	\$7,654	\$8,036	\$8,438	\$8,860
Assistant City Manager	\$10,531	\$11,057	\$11,610	\$12,190	\$12,800	\$13,440	\$14,112
Assistant Library Director	\$7,075	\$7,429	\$7,800	\$8,190	\$8,600	\$9,029	\$9,481
Assistant to the City Manager	\$7,654	\$8,037	\$8,439	\$8,861	\$9,304	\$9,769	\$10,258
Chief City Clerk	\$7,654	\$8,037	\$8,439	\$8,861	\$9,304	\$9,769	\$10,258
Community Services Director	\$8,894	\$9,338	\$9,805	\$10,295	\$10,810	\$11,351	\$11,918
Community Services Supervisor	\$4,652	\$4,885	\$5,129	\$5,385	\$5,654	\$5,937	\$6,234
Deputy Director of Public Works – Engineering & Operations	\$7,911	\$8,307	\$8,722	\$9,158	\$9,616	\$10,097	\$10,602
Deputy Director of Public Works – Water Utility & Sustainability	\$7,911	\$8,307	\$8,722	\$9,158	\$9,616	\$10,097	\$10,602
Deputy Fire Chief	\$9,391	\$9,861	\$10,354	\$10,871	\$11,415	\$11,986	\$12,585
Deputy Police Chief	\$9,391	\$9,861	\$10,354	\$10,871	\$11,415	\$11,986	\$12,585
Director of Library, Arts & Culture	\$7,919	\$8,314	\$8,730	\$9,167	\$9,625	\$10,106	\$10,612
Executive Assistant	\$5,319	\$5,585	\$5,865	\$6,158	\$6,466	\$6,789	\$7,128
Finance Director	\$9,788	\$10,278	\$10,791	\$11,331	\$11,898	\$12,492	\$13,117
Finance Manager	\$6,612	\$6,942	\$7,289	\$7,654	\$8,036	\$8,438	\$8,860
Fire Chief	\$10,669	\$11,202	\$11,762	\$12,350	\$12,968	\$13,616	\$14,297
Fire Division Chief *	\$8,470	\$8,893	\$9,338	\$9,805	\$10,295	\$10,810	\$11,350
Human Resources Manager	\$7,858	\$8,251	\$8,664	\$9,097	\$9,552	\$10,030	\$10,531
Planning & Community Development Director	\$9,829	\$10,321	\$10,837	\$11,378	\$11,947	\$12,545	\$13,172
Police Chief	\$11,563	\$12,142	\$12,749	\$13,386	\$14,055	\$14,758	\$15,496
Police Lieutenant**	\$7,826	\$8,217	\$8,628	\$9,059	\$9,512	\$9,988	\$10,487
Principal Management Analyst	\$7,654	\$8,037	\$8,439	\$8,861	\$9,304	\$9,769	\$10,258
Public Works Director	\$9,788	\$10,277	\$10,791	\$11,331	\$11,897	\$12,492	\$13,117
Public Works Operations Manager	\$6,612	\$6,942	\$7,289	\$7,654	\$8,036	\$8,438	\$8,860
Water Operations Manager	\$7,090	\$7,444	\$7,816	\$8,207	\$8,618	\$9,049	\$9,501
*Special arrangement for additional hours for Fire Division Chief	\$48.87/hr	\$51.31/hr	\$53.88/hr	\$56.57/hr	\$59.40/hr	\$62.37/hr	\$65.49/hr
**Special arrangement for additional hours for Police Lieutenant	\$42.03/hr	44.13/hr	\$46.34/hr	\$48.66/hr	\$51.09/hr	\$53.64/hr	\$56.32/hr

Effective July 1, 2019

MANAGEMENT MONTHLY SALARY SCHEDULE

	A	B	C	D	E	F	G
Accounting Manager	\$6,612	\$6,942	\$7,289	\$7,654	\$8,036	\$8,438	\$8,860
Assistant City Manager	\$11,116	\$11,671	\$12,255	\$12,868	\$13,511	\$14,187	\$14,896
Assistant Library Director	\$7,075	\$7,429	\$7,800	\$8,190	\$8,600	\$9,029	\$9,481
Assistant to the City Manager	\$7,654	\$8,037	\$8,439	\$8,861	\$9,304	\$9,769	\$10,258
Chief City Clerk	\$7,654	\$8,037	\$8,439	\$8,861	\$9,304	\$9,769	\$10,258
Community Services Director	\$9,082	\$9,536	\$10,013	\$10,514	\$11,039	\$11,591	\$12,171
Community Services Supervisor	\$4,911	\$5,156	\$5,414	\$5,685	\$5,969	\$6,268	\$6,581
Deputy Director of Public Works – Engineering & Operations	\$7,940	\$8,337	\$8,754	\$9,191	\$9,651	\$10,133	\$10,640
Deputy Director of Public Works – Water Utility & Sustainability	\$8,121	\$8,527	\$8,953	\$9,401	\$9,871	\$10,365	\$10,883
Deputy Fire Chief	\$9,816	\$10,307	\$10,823	\$11,364	\$11,932	\$12,529	\$13,155
Deputy Police Chief	\$9,816	\$10,307	\$10,823	\$11,364	\$11,932	\$12,529	\$13,155
Director of Library, Arts & Culture	\$8,287	\$8,702	\$9,137	\$9,594	\$10,073	\$10,577	\$11,106
Executive Assistant	\$5,319	\$5,585	\$5,864	\$6,157	\$6,465	\$6,789	\$7,128
Finance Director	\$10,246	\$10,759	\$11,297	\$11,861	\$12,454	\$13,077	\$13,731
Finance Manager	\$6,612	\$6,942	\$7,289	\$7,654	\$8,036	\$8,438	\$8,860
Fire Chief	\$11,248	\$11,810	\$12,401	\$13,021	\$13,672	\$14,355	\$15,073
Fire Division Chief *	\$8,940	\$9,387	\$9,856	\$10,349	\$10,866	\$11,410	\$11,980
Human Resources Manager	\$8,295	\$8,710	\$9,145	\$9,602	\$10,083	\$10,587	\$11,116
Planning & Community Development Director	\$10,246	\$10,759	\$11,297	\$11,861	\$12,454	\$13,077	\$13,731
Police Chief	\$12,206	\$12,816	\$13,457	\$14,130	\$14,836	\$15,578	\$16,357
Police Lieutenant**	\$8,181	\$8,590	\$9,019	\$9,470	\$9,944	\$10,441	\$10,963
Principal Management Analyst	\$7,654	\$8,037	\$8,439	\$8,861	\$9,304	\$9,769	\$10,258
Public Works Director	\$10,246	\$10,759	\$11,297	\$11,861	\$12,454	\$13,077	\$13,731
Public Works Operations Manager	\$6,972	\$7,320	\$7,687	\$8,071	\$8,474	\$8,898	\$9,343
Water Operations Manager	\$7,484	\$7,858	\$8,251	\$8,663	\$9,097	\$9,551	\$10,029
*Special arrangement for additional hours for Fire Division Chief	\$51.58/hr	\$54.16/hr	\$56.87/hr	\$59.71/hr	\$62.70/hr	\$65.84/hr	\$69.13/hr
**Special arrangement for additional hours for Police Lieutenant	\$47.20/hr	\$49.56/hr	\$52.04/hr	\$54.64/hr	\$57.37/hr	\$60.24/hr	\$63.25/hr

Effective January 1, 2020 – *If sales tax measure scheduled for the November 2019 election is passed by the electorate*

MANAGEMENT MONTHLY SALARY SCHEDULE

	A	B	C	D	E	F	G
Accounting Manager	\$6,744	\$7,081	\$7,436	\$7,807	\$8,198	\$8,608	\$9,038
Assistant City Manager	\$11,338	\$11,905	\$12,500	\$13,125	\$13,781	\$14,470	\$15,194
Assistant Library Director	\$7,217	\$7,577	\$7,956	\$8,354	\$8,772	\$9,210	\$9,671
Assistant to the City Manager	\$7,807	\$8,197	\$8,607	\$9,038	\$9,490	\$9,964	\$10,462
Chief City Clerk	\$7,807	\$8,197	\$8,607	\$9,038	\$9,490	\$9,964	\$10,462
Community Services Director	\$9,264	\$9,727	\$10,213	\$10,724	\$11,260	\$11,823	\$12,414
Community Services Supervisor	\$5,009	\$5,260	\$5,522	\$5,799	\$6,089	\$6,393	\$6,713
Deputy Director of Public Works – Engineering & Operations	\$8,099	\$8,503	\$8,929	\$9,375	\$9,844	\$10,336	\$10,853
Deputy Director of Public Works – Water Utility & Sustainability	\$8,283	\$8,698	\$9,133	\$9,589	\$10,069	\$10,572	\$11,101
Deputy Fire Chief	\$10,013	\$10,513	\$11,039	\$11,591	\$12,171	\$12,779	\$13,418
Deputy Police Chief	\$10,013	\$10,513	\$11,039	\$11,591	\$12,171	\$12,779	\$13,418
Director of Library, Arts & Culture	\$8,453	\$8,876	\$9,320	\$9,786	\$10,275	\$10,789	\$11,328
Executive Assistant	\$5,425	\$5,697	\$5,982	\$6,281	\$6,595	\$6,924	\$7,271
Finance Director	\$10,451	\$10,974	\$11,522	\$12,099	\$12,704	\$13,339	\$14,006
Finance Manager	\$6,744	\$7,081	\$7,436	\$7,807	\$8,198	\$8,608	\$9,038
Fire Chief	\$11,487	\$12,061	\$12,665	\$13,298	\$13,963	\$14,661	\$15,394
Fire Division Chief *	\$9,118	\$9,574	\$10,053	\$10,556	\$11,084	\$11,638	\$12,220
Human Resources Manager	\$8,461	\$8,884	\$9,328	\$9,794	\$10,284	\$10,798	\$11,338
Planning & Community Development Director	\$10,451	\$10,974	\$11,522	\$12,099	\$12,704	\$13,339	\$14,006
Police Chief	\$12,450	\$13,072	\$13,726	\$14,412	\$15,133	\$15,890	\$16,684
Police Lieutenant	\$8,345	\$8,762	\$9,200	\$9,660	\$10,143	\$10,650	\$11,183
Principal Management Analyst	\$7,807	\$8,197	\$8,607	\$9,038	\$9,490	\$9,964	\$10,462
Public Works Director	\$10,451	\$10,974	\$11,522	\$12,099	\$12,704	\$13,339	\$14,006
Public Works Operations Manager	\$7,111	\$7,467	\$7,840	\$8,232	\$8,644	\$9,076	\$9,530
Water Operations Manager	\$7,633	\$8,015	\$8,416	\$8,837	\$9,279	\$9,742	\$10,230
*Special arrangement for additional hours for Fire Division Chief	\$52.61/hr	\$55.24/hr	\$58.00/hr	\$60.90/hr	\$63.95/hr	\$67.15/hr	\$70.51/hr
**Special arrangement for additional hours for Police Lieutenant	\$48.14/hr	\$49.56/hr	\$52.04/hr	\$54.64/hr	\$57.37/hr	\$60.24/hr	\$63.25/hr

Effective July 1, 2020 – *If sales tax measure scheduled for the November 2019 election is passed by the electorate*

MANAGEMENT MONTHLY SALARY SCHEDULE

	A	B	C	D	E	F	G
Accounting Manager	\$6,879	\$7,223	\$7,584	\$7,963	\$8,361	\$8,779	\$9,218
Assistant City Manager	\$11,565	\$12,143	\$12,750	\$13,388	\$14,057	\$14,760	\$15,498
Assistant Library Director	\$7,361	\$7,729	\$8,115	\$8,521	\$8,947	\$9,394	\$9,864
Assistant to the City Manager	\$7,963	\$8,361	\$8,779	\$9,218	\$9,679	\$10,163	\$10,671
Chief City Clerk	\$7,963	\$8,361	\$8,779	\$9,218	\$9,679	\$10,163	\$10,671
Community Services Director	\$9,449	\$9,922	\$10,418	\$10,939	\$11,485	\$12,060	\$12,663
Community Services Supervisor	\$5,109	\$5,365	\$5,633	\$5,915	\$6,210	\$6,521	\$6,847
Deputy Director of Public Works – Engineering & Operations	\$8,260	\$8,674	\$9,107	\$9,563	\$10,041	\$10,543	\$11,070
Deputy Director of Public Works – Water Utility & Sustainability	\$8,449	\$8,872	\$9,315	\$9,781	\$10,270	\$10,783	\$11,323
Deputy Fire Chief	\$10,213	\$10,724	\$11,260	\$11,823	\$12,414	\$13,035	\$13,686
Deputy Police Chief	\$10,213	\$10,724	\$11,260	\$11,823	\$12,414	\$13,035	\$13,686
Director of Library, Arts & Culture	\$8,622	\$9,053	\$9,506	\$9,981	\$10,480	\$11,004	\$11,555
Executive Assistant	\$5,534	\$5,811	\$6,101	\$6,406	\$6,727	\$7,063	\$7,416
Finance Director	\$10,660	\$11,193	\$11,753	\$12,341	\$12,958	\$13,605	\$14,286
Finance Manager	\$6,879	\$7,223	\$7,584	\$7,963	\$8,361	\$8,779	\$9,218
Fire Chief	\$11,717	\$12,303	\$12,918	\$13,564	\$14,242	\$14,954	\$15,702
Fire Division Chief *	\$9,301	\$9,766	\$10,254	\$10,767	\$11,305	\$11,870	\$12,464
Human Resources Manager	\$8,630	\$9,062	\$9,515	\$9,990	\$10,490	\$11,014	\$11,565
Planning & Community Development Director	\$10,660	\$11,193	\$11,753	\$12,341	\$12,958	\$13,605	\$14,286
Police Chief	\$12,699	\$13,334	\$14,001	\$14,701	\$15,436	\$16,207	\$17,018
Police Lieutenant	\$8,512	\$8,937	\$9,384	\$9,854	\$10,346	\$10,864	\$11,407
Principal Management Analyst	\$7,963	\$8,361	\$8,779	\$9,218	\$9,679	\$10,163	\$10,671
Public Works Director	\$10,660	\$11,193	\$11,753	\$12,341	\$12,958	\$13,605	\$14,286
Public Works Operations Manager	\$7,254	\$7,616	\$7,997	\$8,397	\$8,817	\$9,258	\$9,720
Water Operations Manager	\$7,786	\$8,175	\$8,584	\$9,013	\$9,464	\$9,937	\$10,434
*Special arrangement for additional hours for Fire Division Chief	\$53.66/hr	\$56.34/hr	\$59.16/hr	\$62.12/hr	\$65.23/hr	\$68.49/hr	\$71.91/hr
**Special arrangement for additional hours for Police Lieutenant	\$49.11/hr	\$51.57/hr	\$54.14/hr	\$56.85/hr	\$59.69/hr	\$62.68/hr	\$65.81/hr


Effective July 1, 2021 – *If sales tax measure scheduled for the November 2019 election is passed by the electorate*




City Council Agenda Report

ITEM NO. 25

DATE: July 17, 2019

FROM: Stephanie DeWolfe, City Manager 

PREPARED BY: Lucy Demirjian, Assistant to the City Manager 

SUBJECT: **Approval of a Professional Services Agreement with Emanuels Jones and Associates for \$47,450 for Legislative Advocacy Services for a Period of 18 Months**

Recommendation Action

It is recommended that the City Council approve a professional services agreement with Emanuels Jones and Associates (EJA) for Legislative Advocacy Services for the remainder of the current legislative session (18 months, ending December 2020) for a total amount of \$47,450.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Discussion/Analysis

As the City develops a stronger legislative advocacy program, a Sacramento-based lobbyist is integral for the purposes of advocating on a broad range of issues that impact the City. The firm will work with Staff to strengthen the City's legislative advocacy program by tracking legislation, preparing proposals for legislative action, and arranging meetings with State agency personnel.

EJA will review all legislative bills for their impact on the City and take action of specific proposals. This work includes advocating for the protection of local revenues during the state's budget process, preserving local control on housing and other issues, and advancing other legislative issues of interest. The advocate will coordinate visits to the Capitol to meet with and talk to state legislators and other state officials. EJA also represents the cities of Pasadena, Glendale and Burbank, affording the region a greater voice when moving forward legislation in Sacramento.

The monthly cost for the contract with EJA is \$2,500 for an 18 month term. The term of the agreement will coincide with the current legislative session (beginning July 2019 and ending December 2020) with an optional two-year extension, subject to CPI adjustments. Additional costs include quarterly required FPPC filing fees and travel expenses for a not-to-exceed total cost of \$47,450.

Background

In June 2019, the City of South Pasadena (City) issued a Request for Proposals (RFP) for legislative advocacy consulting services. A total of two qualified proposals were received: Emanuels Jones and Associates and Townsend Public Affairs. Staff reviewed the proposals and recommends selection of EJA as they had the lowest proposed monthly rates.

In August 2018, under the City Manager's signature authority, a contract was awarded to EJA to represent the City's interests in the State Capitol. The firm was selected based upon its successful representation of the cities of Pasadena, Glendale, and Burbank and its understanding of the collective regional issues and needs.

EJA has developed a close relationship with the City and is very knowledgeable about the issues of significance. In October 2018, the principle partners held a day long workshop with the City Council members and Department Directors to better understand the issues facing the City. This first person contact was invaluable as the discussions formed the basis of the City's legislative strategy.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

Sufficient funds have been budgeted in the FY 2019-20 Budget account 101-2010-2011-8170.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachment: Professional Services Agreement with Emanuels Jones and Associates

CITY OF SOUTH PASADENA

1. PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 17th day of July, 2019, by and between the City of South Pasadena, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 1414 Mission St, South Pasadena, CA 91030 (“City”) and Emanuels Jones and Associates, with its principal place of business at 1400 K Street, Suite 360, Sacramento, California (“Consultant”). City and Consultant are sometimes individually referred to herein as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain legislative advocacy services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional legislative advocacy consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render legislative advocacy services (hereinafter referred to as “Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional legislative advocacy consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from July 1, 2019 to December 31, 2020; unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates.

The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, 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 pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 **Schedule of Services.** Consultant shall perform the Services expeditiously, within the term of this Agreement. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 **Conformance to Applicable Requirements.** All work prepared by Consultant shall be subject to the approval of City.

3.2.4 **Substitution of Key Personnel.** Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent,

a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: David Jones & Kyra Ross.

- 3.2.5 City's Representative. The City hereby designates Lucy Demirjian, or her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.
- 3.2.6 Consultant's Representative. Consultant hereby designates David Jones, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.
- 3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.
- 3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the

Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

- 3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom.
- 3.2.10 Indemnification. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
- 3.2.11 Insurance. CONSULTANT shall obtain and shall require its subcontractors to obtain insurance of the types and in the amounts described below and satisfactory to CITY. Approval of any such insurance by CITY does not relieve CONSULTANT or any subcontractor from indemnification liability as set forth above. Any requirements for insurance to be maintained after completion of the work shall survive this agreement.
- 3.2.12 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing

policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by Consultant.

(A) Commercial General Liability: CONSULTANT shall maintain occurrence version commercial general liability insurance of equivalent form with a combined single limit of not less than \$1,000,000 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit. The CONSULTANT'S insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees and volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, officials, employees and volunteers. Prior written consent is required if the insurance has a deductible or self-insured retention in excess of \$25,000. A standard occurrence order must be provided unless prior written consent is obtained.

The CONSULTANT insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(B) Automobile Liability Insurance: CONSULTANT shall maintain business automobile liability insurance or equivalent form with a combined single limit of not less than \$250,000 per occurrence.

(C) Workers' Compensation: CONSULTANT shall maintain Workers' Compensation insurance with statutory limits and employers' liability insurance with limits as required by the California Labor Code and of not less than \$1,000,000 per accident, \$1,000,000 per disease per employee, and \$1,000,000 disease per policy. The policy must include a written waiver of the insurer's right to subrogate against CITY. A subrogate waiver endorsement and property completed certificate of insurance will be required.

3.2.13 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

3.2.14 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.15 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.15.1 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement. In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Services because of production lost during suspension.

3.2.16 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.17 Insurance for Subconsultants. All subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant

shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an Additional Insured to the subconsultant's policies. Consultant shall provide to City satisfactory evidence as required under Section 3.2.11.1 of this Agreement.

3.3 Fees and Payments.

- 3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation shall not exceed Forty Seven Thousand Four Hundred and Fifty Dollars (\$47,450) for the Eighteen (18) month term of the contract without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.
- 3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.
- 3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.
- 3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.4 General Provisions.

- 3.4.1 Termination of Agreement.

3.4.2 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty days (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.4.2.1 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.2.2 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: Emanuel Jones and Associates
1400 K Street, Suite 306
Sacramento, CA 95814
ATTN: David Jones, President

City: City of South Pasadena
1414 Mission St, South
Pasadena, CA 91030
ATTN: City Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

CITY OF SOUTH PASADENA

CONSULTANT

Approved by

Reviewed and Accepted by Consultant

Signature

Signature

Name

Name

Title

Title

Date

Date

EXHIBIT "A"
Scope of Services

Emanuel Jones and Associates

- (a) Assist City Council and staff in developing strategies to successfully implement the City's Legislative and Administrative Agency Program.
 - Meet with Council Members, City Manager and department heads upon request. Such meetings may be used to provide legislative and administrative agency update briefings, to develop strategy for the City's legislative and administrative agency advocacy program or to elicit specific proposals for legislative action.

- (b) Sacramento visits
 - Prepare briefing materials and arrange appointments for Council Members and City staff when they travel to Sacramento to advance the City's legislative or administrative agency advocacy agenda.

- (c) Read all bills as introduced and all bill amendments as introduced. Identify legislation that significantly or uniquely impacts the City of South Pasadena.
 - Alert the City staff to the legislation and provide electronic copies to City Manager's Office in a timely manner.

- (d) Track and report on legislation which the City has targeted with a support or oppose position.
 - Report on the status of all bills on which the City has an adopted position.
 - Provide City staff with advance notice of hearings and critical actions relating to priority issues and bills as identified by the City.

- (e) Create and maintain an effective professional and personal relationship with the City's legislative delegation and their principal staff.

- (f) If the City sponsors legislation (1 bill per year maximum), this firm will:
 - Coordinate drafting of legislation.
 - Seek legislative author or co-authors.
 - Seek co-sponsors and support from other Sacramento based lobbying organizations and other cities, including the League.
 - Meet with opponents and legislative consultants to understand the nature of opposition and possibilities for mutually agreeable amendments. Draft amendments if appropriate.
 - Arrange for City officials to meet with legislative committee chairs, committee members and staff consultants (including party caucus staff) in advance of committee hearing and vote.

- Assist City officials in preparation of hearing testimony.
 - Lobby committee members individually for support vote.
 - Arrange for City officials to meet with the Governor's Office, Department of Finance and relevant state departments.
 - Prepare support letters to Assembly and Senate floors.
 - Lobby floor votes.
 - Prepare "request for signature" letter to Governor.
- (g) If the City seeks a budget appropriation (1 per year maximum), we will follow the path of tasks outlined above as modified for the budget adoption process.
- (h) Lobby on behalf of the City for positions (non-sponsorship bills) adopted by the City Council.
- Communicate position to City's legislators via letter, and when feasible in person.
 - Individually or in coordination with allied cities or the League of California Cities, present testimony before legislative committee on City's position. When appropriate meet with committee consultants, committee chair and committee members to advance the City position.
 - When requested, arrange for South Pasadena officials to present testimony; meet with committee chair and members in advance of the hearing date.
 - Assist South Pasadena officials in preparation of testimony before legislative committees.
 - As requested, prepare letters on behalf of the City of legislative committees, Assembly and Senate floor and to the Governor.
- (i) Unlimited general legislative inquiry service
- Respond to City staff questions about legislation, committee analyses or impact of legislation on the City of South Pasadena.
 - Be available by telephone, fax or e-mail for direct consultation on any matter relating to State legislative or administrative matters.
- (j) Assist South Pasadena officials to develop an effective working relationship with the chairs and members of the Senate and Assembly Local Government and Appropriations Committees, the Governor's Office, and the Department of Finance.
- Arrange timely meetings.
 - Seek support for City issue
 - Prepare briefing papers for state officials and City Council members.

EXHIBIT "B"
Fee Schedule

Fees\Expenses		TERM: July 2019 – Dec 2020
Service Fee	\$2,500/ per month	\$45,000
FPPC Filings	\$75/quarterly	\$450
Travel Reimbursement		\$2,000
TOTAL CONTRACT		\$47,450

EJA understands the time commitment and resources necessary to successfully continue to serve the City of South Pasadena. EJA proposes an initial contract term to run with the current legislative session (ending in December 2020) with an option for four one-year renewals. This will ensure the City receives uninterrupted legislative advocacy services through the completion of the 2019-2020 Legislative Session with an option to review for the 2021-2022 Legislative Session and beyond.

For the full services provided to meet the work plan and scope of work outlined in Request for Proposals and this response, Emanuels Jones & Associates proposes the following

- A fixed price monthly fee of \$2,500 per month,
- Reimbursement of pre-approved travel expenses up to \$2,000 per every other year (first trip in fall 2020). Travel expenses (airfare, hotel, meals, rental car or other ground transportation) are billed at cost.
- FPPC Filing Fees of up to \$300 per year for the filing, on behalf of the City, of all registration and reporting requirements under the Political Reform Act as outlined by the Fair Political Practices Commission during the term of the contract. Each quarterly filing is billed at \$75.

For years 2021-2024 the monthly rates would be negotiated, but we recommend the monthly fee would be increased by at least 2% and not more than 4% each year beginning in 2021. This would be based on the lesser of (i) 4%; or (ii) the annual change in the Consumer Price Index (CPI). All Urban Consumers – San Francisco-Oakland-San-Jose Area, provided that the rates shall increase by not less than 2% per year notwithstanding the change in the CPI.

Additional fees may be necessary if the City of South Pasadena requires more than outlined in the request for qualifications and/or the scope of work outlined.



City Council Agenda Report

ITEM NO. 26

DATE: July 17, 2019

FROM: Stephanie DeWolfe, City Manager *SD*

PREPARED BY: Karen Aceves, Principal Management Analyst *KA*
Lucy Demirjian, Assistant to the City Manager

SUBJECT: **Adoption of the Resolutions Authorizing Signatories on City Banking Accounts and Related Banking Documents**

Recommendation

It is recommended that the City Council adopt:

1. A resolution superseding Resolution No.7602 , Authorizing Signatures on City Bank Accounts; and
2. A resolution superseding Resolution No.7573, Authorizing Signatures on the City's Local Agency Investment Fund (LAIF) Account

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Discussion/Analysis

By adopting the attached resolutions, that supersedes all prior resolutions, Principal Management Analyst Karen Aceves, Assistant to the City Manager Lucy Demirjian, and Human Resources Manager, Mariam Lee Ko will have signatory authority on the City of South Pasadena's (City) bank accounts and related banking documentation. The standard resolution authorizing investment of City monies in the LAIF will also be updated to add Principal Management Analyst Karen Aceves, and Assistant to the City Manager Lucy Demirjian.

Background

Changes in staffing in the Finance Department necessitate a change in signatory authority for City bank accounts. The City Council previously updated the resolution for signatures on City bank accounts on April 17, 2019. The resolution authorizing signatures on City LAIF accounts was most recently updated on September 19, 2019. At this time, it is appropriate to add or remove staff from the signatory authority list. The bank requires action from the City Council documenting approval of these changes. Currently it is necessary to authorize revisions to the bank account signatory assignments.

Resolutions Authorizing Signatures on City Accounts

July 17, 2019

Page 2 of 2

Legal Review

The City Attorney has reviewed this item and has opined that the resolutions are in order.

Fiscal Impact

This will ensure sufficient coverage and timeliness, for banking related matters.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachments:

1. Resolution Superseding Resolution No.7602 , Authorizing Signatures on City Bank Accounts
2. Resolution Superseding Resolution No.7573, Authorizing Signatures on the City LAIF Account

ATTACHMENT 1
Resolution Superseding Resolution No. 7602,
Authorizing Signatures on City Bank Accounts

RESOLUTION NO. XXXX

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
SUPERSEDING RESOLUTION NO. 7602, AUTHORIZING
SIGNATURES ON CITY BANK ACCOUNTS**

WHEREAS, the City Council or its designee has the authority to manage the City of South Pasadena's (City) bank accounts.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. To authorize Marina Khubesrian, Schneider, M.D., Mayor, effective December 19, 2018, as a signatory on all City of South Pasadena bank accounts and related documentation.

SECTION 2. The use of the facsimile signature of Mayor Schneider is hereby authorized and said bank is hereby authorized to honor and pay any and all checks and drafts so signed provided said checks and drafts are countersigned by one other signatory.

SECTION 3. To authorize Gary E. Pia, City Treasurer, effective December 21, 2011, as a signatory on all City bank accounts and related documentation.

SECTION 4. The use of the facsimile signature of Gary E. Pia, City Treasurer, is hereby authorized and said bank is hereby authorized to honor and pay any and all checks and drafts so signed provided said checks and drafts are countersigned by one other signatory.

SECTION 5. To authorize City Manager Stephanie DeWolfe, Human Resources Manager Mariam Lee Ko, Principal Management Analyst Karen Aceves, Assistant to the City Manager Lucy Demirjian, Accounting Manager Armine Trashian, and Finance Manager Albert Trinh as signatories on all City of South Pasadena bank accounts and related documentation.

SECTION 6. This resolution shall become effective immediately upon its adoption.

SECTION 7. The City Clerk of the City of South Pasadena shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

PASSED, APPROVED AND ADOPTED ON this 17th day of July, 2019.

Marina Khubesrian, M.D., Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, City Clerk
(seal)

Teresa L. Highsmith, City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 19th day of September 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

ATTACHMENT 2
Resolution Superseding Resolution No.
7573 Authorizing Signatures on the City LAIF
Account

RESOLUTION NO. XXXX**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
SUPERSEDING RESOLUTION NO. 7573,
AUTHORIZING INVESTMENT OF MONIES IN THE
LOCAL AGENCY INVESTMENT FUND**

WHEREAS, Pursuant to California Government Code, Chapter 730 of the statutes of 1976 Section 16429.1 was added to create a Local Agency Investment Fund in the State Treasury for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the City of South Pasadena does hereby find that the deposit and withdrawal of money of the Local Agency Investment Fund in accordance with the provisions of Government Code Section 16429.1 for the purpose of investment as stated therein as in the best interests of the City of South Pasadena.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. the City Council does hereby authorize the deposit and withdrawal of the City of South Pasadena monies in the Local Agency Investment Fund in the State Treasury in accordance with the provisions of Government Code Section 16429.1 for the purpose of investment as stated therein, and verification by the State Treasurer's Office of all banking information provided in that regard.

SECTION 2. the following City of South Pasadena Officers or their successors in Office shall be authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund:

City Treasurer	Gary E. Pia
City Manager	Stephanie DeWolfe
Principal Management Analyst	Karen Aceves
Assistant to the City Manager	Lucy Demirjian
Human Resources Manager	Mariam Lee Ko

SECTION 3. The City Clerk of the City of South Pasadena shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

PASSED, APPROVED AND ADOPTED ON this 17th day of July, 2019.

Marina Khubesrian, M.D., Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, City Clerk
(seal)

Teresa L. Highsmith, City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 17th day of July 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:


Evelyn G. Zneimer, City Clerk
(seal)




City Council Agenda Report

ITEM NO. 27

DATE: July 17, 2019

FROM: Stephanie DeWolfe, City Manager 

PREPARED BY: Paul Riddle, Fire Chief 

SUBJECT: **Public Hearing Confirming Charges Assessed by the County of Los Angeles Department of Agricultural Commissioner/Weights and Measures for the Abatement of Hazardous Vegetation on Respective Parcels of Unimproved Private Properties Constituting a Fire Hazard**

Recommendation

It is recommended that the City Council, after holding a Public Hearing to allow property owners with pending weed abatement charges the opportunity to question or receive an explanation of pending charges, confirm the 2019 declaration list of charges.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Community Outreach

On or before February 1, 2019, the County of Los Angeles Agricultural Commissioner's Office sent out annual weed abatement notices to property owners of the properties identified in Resolution No. 7596 advising them of the Public Hearing.

Discussion/Analysis

On an annual basis, the County of Los Angeles Agricultural Commissioner/Weights and Measures provides brush clearance and vegetation management services within the City of South Pasadena (City). The vegetation management program inspects unimproved and designated properties within the City. Property owners of the properties that are identified in the resolution are sent annual weed abatement notices advising them of the requirement to maintain their parcels in fire safe conditions. If the property owners elect not to abate brush and native vegetation fire hazards, the County of Los Angeles facilitates the hazard abatement and assesses fees to recover costs.

The 2019 Los Angeles County declaration list identified 91 properties in the City that require an inspection and or clearance of hazardous vegetation.

Next Steps

1. After confirmation of the charges, the County Auditor will proceed with entering the amounts of the respective assessments against the parcels of land as they appear on the current assessment roll.

Background

The vegetation management program offered through the County of Los Angeles is available to all 88 cities in the county. The City has participated in this program since 2011. The program is an efficient and effective method to mitigate the fire hazards associated with the annual growth of grass, brush, and native vegetation. Fire Department staff works closely with the Agricultural Commissioner's Office to respond to questions from homeowners relating to brush clearance and hazard abatement procedures.

Deputy Director/Bureau Chief Raymond B. Smith of the Agricultural Commissioner's office sent notice to the owners of each of the effected properties on or before February 1, 2019, advising them of the need to maintain parcels free from hazardous vegetation. The annual weed abatement notice also advised property owners that the City will be holding two Public Hearings to hear any objections to the program. The first hearing took place on February 20, 2019 and the second will take place during the July 17, 2019 City Council Meeting.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

The City incurs no financial liability for the inspection or abatement of the brush and vegetation on the designated private properties. Property owners who elect not to abate vegetation fire hazards are assessed fees through the County of Los Angeles for inspection and abatement costs.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachments: 2018 - 2019 Report on the cost of weed abatement



COUNTY OF LOS ANGELES

*Department of
Agricultural Commissioner/
Weights and Measures*



Kurt E. Floren
Agricultural Commissioner
Director of Weights and Measures

12300 Lower Azusa Road
Arcadia, California 91006-5872
<http://acwm.lacounty.gov>

Richard K. Iizuka
Chief Deputy

July 3, 2019

The Honorable City Council
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030

Council Members:

2018-2019 REPORT ON THE COST OF WEED ABATEMENT

Pursuant to State law, a report on the cost of weed abatement (enclosed) is being submitted to your Honorable Body for confirmation, by motion or resolution, on the 17th day of July, 2019 at the hour of 7:30 p.m. A copy of the report must be posted on or near the chamber door of the City Council at least three days prior to its submission to your Honorable Body, with a notice of the time of submission.

It is my recommendation that your Honorable Body confirm these charges.

After your Honorable Body confirms the weed abatement charges, please send a copy of the confirmation to our Weed Abatement Division at the above address.

Respectfully yours,

ADRIAN ZAVALA
Deputy Director/Bureau Chief
Weed Hazard and Integrated Pest Management

Myrna Madrid
Staff Assistant III
Weed Hazard and Integrated Pest Management

KEF:RKi:AZ:mm

Enclosures

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) SS
)
CITY OF SOUTH PASADENA)

Adrian Zavala, Deputy Director, Agricultural Commissioner/Weights and Measures, Weed Abatement Division of the Agricultural Commissioner/Weights and Measures office, of the County of Los Angeles, first being sworn, on oath states:

That on or before the 11th day of July, 2019, he posted or caused to be posted, on or near the chamber door of the City Council of the City of South Pasadena, a copy of his report of the cost of noxious weed abatement on each and all of the properties described in the list hereto attached, of which the annexed is a true copy thereof, setting the 17th day of July, 2019, as the date upon which said report is to be submitted to the City Council of the City of South Pasadena for confirmation.



ADRIAN ZAVALA

SUBSCRIBED AND SWORN TO BEFORE ME

17th day of July, 2019

City Clerk of City of South Pasadena
State of California

**REPORT ON THE COST OF WEED ABATEMENT
TO THE CITY COUNCIL OF SOUTH PASADENA**

Council Member:

Pursuant to an order heretofore made by your Honorable Body instructing this Department to abate noxious or dangerous weeds and rubbish under the provisions of the Government Code, we respectfully submit the following report on the cost of abating such noxious weeds on each separate lot or parcel of land, showing the cost of removing such weeds on each separate lot or parcel of land, or in front thereof, or both, to-wit:

(see attached)

July 17, 2019

The foregoing report was submitted to the City Council of the City of South Pasadena on the 17th day of July, 2019, for confirmation and was with all objections thereto duly received and considered, and was by said City Council confirmed, and the County Auditor is hereby ordered and instructed to enter the amounts of the respective assessment against the respective parcels of land as they appear on the current assessment roll.

CITY COUNCIL OF THE
CITY OF SOUTH PASADENA

By _____
Mayor

ATTEST:

By _____
City Clerk

CITY OF SOUTH PASADENA
WEED ABATEMENT CHARGES

JULY 3, 2019

KEY	MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
F	5308	002	064	06	654	\$42.37
F	5308	002	070	06	654	\$42.37
F	5308	002	072	06	654	\$42.37
F	5308	020	027	06	654	\$42.37
F	5308	021	001	06	654	\$42.37
F	5308	022	002	06	654	\$42.37
F	5308	022	003	06	654	\$42.37
F	5308	022	004	06	654	\$42.37
F	5308	022	005	06	654	\$42.37
F	5308	022	009	06	654	\$42.37
F	5308	023	004	06	654	\$42.37
F	5308	023	007	06	654	\$711.36
F	5308	023	015	06	654	\$648.90
F	5308	024	017	06	654	\$42.37
F	5308	024	034	06	654	\$1,093.06
F	5308	025	027	06	654	\$42.37
F	5308	027	007	06	654	\$850.16
F	5308	027	008	06	654	\$850.16
F	5308	027	016	06	654	\$1,370.66
F	5308	027	017	06	654	\$850.16
F	5308	027	018	06	654	\$850.16
F	5308	027	019	06	654	\$850.16
F	5308	027	020	06	654	\$850.16
F	5308	027	043	06	654	\$42.37
F	5308	027	044	06	654	\$42.37
F	5308	031	001	06	654	\$641.96
F	5308	031	039	06	654	\$898.74
F	5308	031	040	06	654	\$877.92
F	5308	031	041	06	654	\$829.34
F	5308	031	042	06	654	\$940.38
F	5308	031	049	06	654	\$42.37
F	5308	031	050	06	654	\$42.37
F	5308	032	006	06	654	\$655.84
F	5308	032	009	06	654	\$551.74
F	5308	032	012	06	654	\$42.37
F	5308	032	043	06	654	\$926.50
F	5310	021	009	06	654	\$496.22
F	5310	022	003	06	654	\$42.37
F	5310	022	013	06	654	\$42.37
F	5310	026	010	06	654	\$42.37
F	5310	026	011	06	654	\$42.37
F	5311	001	018	06	654	\$42.37
F	5311	007	019	06	654	\$42.37
F	5311	008	033	06	654	\$921.73
F	5311	008	039	06	654	\$1,500.53
F	5311	009	055	06	654	\$42.37
F	5311	009	056	06	654	\$42.37
F	5311	009	057	06	654	\$42.37
F	5311	009	058	06	654	\$42.37

CITY OF SOUTH PASADENA
WEED ABATEMENT CHARGES

JULY 3, 2019


KEY	MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
F	5311	010	010	06	654	\$42.37
F	5311	010	012	06	654	\$42.37
F	5311	010	015	06	654	\$42.37
F	5311	010	022	06	654	\$42.37
F	5311	010	027	06	654	\$42.37
F	5311	010	028	06	654	\$42.37
F	5311	010	029	06	654	\$42.37
F	5311	010	030	06	654	\$42.37
F	5311	014	042	06	654	\$42.37
F	5311	014	043	06	654	\$42.37
F	5311	014	048	06	654	\$42.37
F	5311	015	005	06	654	\$42.37
F	5311	015	006	06	654	\$42.37
F	5311	015	022	06	654	\$42.37
F	5311	015	023	06	654	\$42.37
F	5311	017	020	06	654	\$42.37
F	5311	017	021	06	654	\$42.37
F	5312	002	005	06	654	\$42.37
F	5312	002	007	06	654	\$42.37
F	5312	002	008	06	654	\$42.37
F	5312	002	009	06	654	\$42.37
F	5312	002	025	06	654	\$42.37
F	5312	016	014	06	654	\$1,113.88
F	5312	016	015	06	654	\$850.16
F	5312	016	016	06	654	\$42.37
F	5312	016	017	06	654	\$42.37
F	5312	017	025	06	654	\$42.37
F	5312	017	042	06	654	\$1,287.38
F	5312	017	043	06	654	\$1,141.64
F	5312	017	044	06	654	\$1,224.92
F	5312	017	049	06	654	\$635.02
F	5312	020	012	06	654	\$42.37
F	5312	020	022	06	654	\$42.37
F	5314	005	017	06	654	\$1,384.54
F	5314	005	021	06	654	\$42.37
F	5314	005	045	06	654	\$1,204.10
F	5314	006	005	06	654	\$42.37
F	5314	007	017	06	654	\$42.37
F	5314	008	014	06	654	\$42.37
F	5314	018	010	06	654	\$42.37
F	5314	026	050	06	654	\$42.37
F	5317	026	003	06	654	\$42.37
TOTAL IMPROVED PARCELS =			0		TOTAL CHARGES	\$0.00
TOTAL UNIMPROVED PARCELS =			29		TOTAL CHARGES	\$27,007.48
TOTAL INSPECTION FEE ONLY PCLS =			62		TOTAL CHARGES	\$2,626.94
TOTAL PARCELS			91		TOTAL CHARGES	\$29,634.42




City Council Agenda Report

ITEM NO. 29

DATE: July 17, 2019

FROM: Stephanie DeWolfe, City Manager 

PREPARED BY: Lucy Demirjian, Assistant to the City Manager 

SUBJECT: **Consideration of Ballot Measure to Complete the Conversion of the Elected City Clerk Position to the Appointive Position of Chief City Clerk**

Recommendation

It is recommended that the City Council consider a ballot measure to convert the elected City Clerk position to the appointive Chief City Clerk position and adopt a resolution submitting to the qualified voters a proposed ordinance to delegate all responsibilities of the City Clerk Office to the appointed Chief City Clerk for the Special Municipal Election on Tuesday, November 5, 2019.

Discussion/Analysis

In March, 2013, the City Council approved bifurcation of the City Clerk Office. The position of the elected City Clerk became a part-time “ceremonial” role. The position of an appointed, full-time, Chief City Clerk was created to serve as a management employee responsible for the City Clerk’s Office functions. The Chief City Clerk’s position is an administrative position selected based on professional qualifications and experience requiring technical skills and specialized knowledge of election laws/systems, conflict of interest, records management, public records requirements and more.

When the appointed Chief City Clerk was created to carry all the responsibilities of the City Clerk’s Office, the City retained the elected City Clerk position with minimal “ceremonial” duties because the elimination of the position would have required action by the voters. The proposed ballot measure would complete this process to officially remove the elected position and delegate full authority to the appointive position, which is more consistent with current practice in municipalities throughout California.

The functions of the City Clerk’s office have already been assigned to the appointed Chief City Clerk. Therefore, eliminating the elected City Clerk will not disrupt the activities of the office legally mandated by the Government Code. Furthermore, the City would experience cost savings which includes a \$300 monthly stipend for the elected City Clerk and costs associated with running an election for the office.

Government Code Section 36508-36510 allows for the City Clerk position to be appointed rather than elected. As a general law city, voter approval of such a change is required. The current term

of office for the elected City Clerk is up in November 2020. If voters approve of the measure to eliminate the elected office in November 2019 and instead have the office of City Clerk be appointive, the November 2020 ballot will not include the race for the City Clerk Office. The City Council could, by Ordinance, then delegate their appointment authority to the City Manager, pursuant to Government Code Section 36510.

On June 19, 2019, the City Council called and gave notice to a special municipal election for the purposes of placing a sales tax measure on the ballot. The November 5, 2019 special municipal election for the City of South Pasadena will be a consolidated election with the County of Los Angeles. The deadline to add a measure to the ballot is August 14.

Commission Review and Recommendation

This item was not reviewed by a commission.

Background

Historically throughout the state, cities with elected City Clerk offices have been changing to appointed offices as the work has become more legally prescribed, professionally focused, and assisted by technology that diminishes the need for interpretation by the City Clerk. According to the League of California Cities, approximately 68 percent of City Clerks throughout the state are appointed. The overwhelming reasons voters statewide have chosen to make these changes is in the interest of more efficient and effective operations in the City Clerk's functions, which are increasingly complex, administrative and technical in nature. Professional staff with specialized training and education can be successfully recruited and retained to serve as fulltime appointed staff who can be held accountable for the quality of their work. In contrast, elected officials must only meet age (18 years or older) and residency requirements (live in the city).

Since 2013, the Chief City Clerk has been hired by the City Manager as an employee of the City with the experience, skills and education necessary to manage the City Clerk's Office and plan for future operations.

The Chief City Clerk fulfills all the required functions of the Office including acting as the custodian of the city's records and preparing the minutes for City Council meetings. The Chief City Clerk is also the local election official and serves as the filing officer for statements of economic interests that are required of city officials and designated employees, and for campaign contribution and expenditure statements that are required of candidates for city elected offices and from groups supporting and opposing city ballot measures.

Alternatives

The Council could choose to defer placing the measure on a subsequent ballot, however, the general municipal election in November 2020 will also include the city clerk race on the ballot.

Next Steps

1. Once the resolution has been adopted, staff will forward fully executed copies to the Los Angeles County Registrar of Voters.

2. The Notice of Election will be published in the South Pasadena Review along with the required languages of Korean, Spanish, and Chinese in The Korea Times, La Opinion, and World Journal.
3. If the voters approve the measure, staff will bring back ordinances to clean up the municipal code related to the elected city clerk office.

APPOINTMENT OF CITY CLERK Shall the office of city clerk be appointive?	YES NO
--	-----------------------------

Legal Review

The City Attorney has reviewed this item and drafted the accompanying resolution and ballot measure language.

Fiscal Impact

The elections budget, account number 101-1020-1022-8170, does include funds for the purpose of the Special Municipal Election on November 5, 2019 in the adopted Fiscal Year 2019-20 budget.

The City budgets for and incurs election costs for services provided in November of even-numbered years by the Los Angeles County Registrar-Recorder/County Clerk. If the elected position of City Clerk is eliminated in November 2019, it will remove the office from future election cycles and reduce future election costs. A cost savings of \$300/month currently paid as a stipend to the elected City Clerk will also be eliminated.

Environmental Analysis

This item is exempt from any California Environmental Quality Act (CEQA) analysis.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachment: Resolution – Submitting a proposed Ordinance to Convert the Elected City Clerk Office to an Appointive Office Upon Approval by Voters

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
CALLING FOR AND GIVING NOTICE OF THE SUBMISSION
TO THE VOTERS OF AN ORDINANCE TO CONVERT THE
ELECTIVE OFFICE OF CITY CLERK TO AN APPOINTIVE
OFFICE TO BE PLACED ON THE BALLOT AT THE
NOVEMBER 5, 2019, SPECIAL MUNICIPAL ELECTION**

WHEREAS, the regular City Council meeting of June 19, 2019, the City Council adopted Resolution No. 7614, declaring a fiscal emergency and Calling a Special Election to be held on November 5, 2019 and requested Los Angeles County to consolidate this special election with other local elections on that same date; and

WHEREAS, pursuant to California Elections Code Section 9222, the City Council has authority to place initiative measures on the ballot to be considered at a special or general Municipal Election; and

WHEREAS, the office of City Clerk is currently an elective office; and

WHEREAS, Government Code Section 36508 authorizes the City Council to submit to the electors the question whether the city clerk shall be appointed by the City Council; and

WHEREAS, the City Council may submit to the voters, without a petition, an ordinance for the repeal, amendment, enactment of any ordinance pursuant to Elections Code Section 9222; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. Findings. The City Council finds that all of the preceding recitals are true and correct and are hereby incorporated and adopted as findings and determinations by the City Council as if fully set forth herein.

SECTION 2. The City Council hereby submits the ordinance to the electorate for approval, and requests that this election be consolidated with the county and local special election to be held on November 5, 2019. This resolution shall constitute the request for consolidation, and the City Clerk shall forward a certified copy of this resolution to the Clerk of the Los Angeles County Board of Supervisors not later than 88 days prior to November 5, 2019.

SECTION 3. The City Council hereby proposes the ordinance attached hereto as “Exhibit A” to make the office of City Clerk appointive and authorize the City Council to appoint a new the Chief City Clerk immediately.

SECTION 4. The City Clerk is hereby authorized, instructed, and directed to procure and furnish (or cause to be procured and furnished) any and all official ballot notices, printed matter, and all other supplies, equipment, and paraphernalia that may be necessary to prepare and lawfully conduct the election.

SECTION 5. The City Clerk is authorized to canvass the returns of the election and to certify the same to City Council at the time and in the manner provided by law.

SECTION 6. The City Clerk is hereby authorized to utilize the services of the Los Angeles County Clerk for the conduct of the special election. The City of South Pasadena agrees to reimburse Los Angeles County for the City’s prorated share of the costs of the consolidated special election.

SECTION 7. If approved by a majority of the electorate voting on the measure, the ordinance will make the office of City Clerk appointive rather than elective and authorize the City Council to appoint a new City Clerk at the earliest opportunity following execution of the ordinance. If the ordinance is passed, the election of any City Clerk in the November 3, 2020 general election will be invalidated.

SECTION 8. The full text of the ordinance is hereby ordered to be printed in the sample ballot pamphlet provided to the registered voters of the County.

SECTION 9. The question to be submitted to the City voters at said election shall be:

<u>APPOINTMENT OF CITY CLERK</u>	YES
Shall the office of city clerk be appointive?	NO

SECTION 10. Approval of this Ordinance shall require a majority vote of the total number of valid ballots cast and counted.

SECTION 11. Impartial Analysis. Pursuant to California Elections Code Section 9280, the City Council hereby directs the City Clerk to transmit a copy of the Measure as

set forth herein to the City Attorney. The City Attorney shall prepare an impartial analysis of the Measure, not to exceed 500 words in length, showing the effect of the Measure on the existing law and the operation of the measure, and transmit such impartial analysis to the City Clerk within 10 (10) days following the adoption of this Resolution.

SECTION 12. Filing with County. The City Clerk shall, not later than the 88th day prior to the Special Municipal Election to be held on Tuesday, November 5, 2019, file with the Board of Supervisors and the County Clerk - Registrar of Voters of the County of Los Angeles, State of California, a certified copy of this Resolution.

SECTION 13. Public Examination. Pursuant to California Elections Code Section 9295, this measure will be available for public examination for no fewer than ten (10) calendar days prior to being submitted for printing in the voter information guide. The Clerk shall post notice in the Clerk's office of the specific dates that the examination period will run.

SECTION 14. The City Clerk shall certify to the adoption of this Resolution. Passed, approved and adopted this 17th day of July, 2019.

PASSED, APPROVED and ADOPTED on this 17th day of July, 2019.

Marina Khubesrian, M.D., Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, City Clerk
(Seal)

Teresa L. Highsmith, City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 17th day of July 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(Seal)

Exhibit A

**AN ORDINANCE OF CITY'S QUALIFIED ELECTORS
AT THE SPECIAL MUNICIPAL ELECTION
HELD ON NOVEMBER 5, 2019 TO MAKE
THE OFFICE OF CITY CLERK APPOINTIVE**

The People of the City of South Pasadena do ordain as follows:

SECTION 1. The city clerk shall hereby be appointed by the City Council.

SECTION 2. SEVERABILITY. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

SECTION 3. ELECTION. Voter approval of this ordinance shall have the effect of making the office of city clerk appointive rather than elective. If the measure is defeated, the Municipal Code remains unchanged.

SECTION 4. ADOPTION. If a majority of qualified electors vote in favor of the ballot measure regarding this Ordinance, this Ordinance shall be adopted upon the date the vote therefor is declared by the City Council.


SECTION 5. EFFECTIVE DATE. If approved by a majority of qualified electors vote in favor of the ballot measure regarding this Ordinance, which shall add Section 2-11.1 to the Municipal Code as specified in Section 1, above, shall be effective January 1, 2020.

SECTION 6. EXECUTION. The People of the city of South Pasadena hereby authorize the Mayor and City Clerk of the City to execute this Ordinance to reflect its adoption at the November 5, 2019 election.



City Council Agenda Report

ITEM NO. 30

DATE: July 17, 2019
FROM: Stephanie DeWolfe, City Manager 
PREPARED BY: Karen Aceves, Principal Management Analyst
SUBJECT: Receive and File the Fiscal Year 2018-19 Strategic Plan Fourth Quarter Update

Recommendation

It is recommended that the City Council receive and file the fourth quarter update of the Fiscal Year (FY) 2018-19 Strategic Plan Objectives.

Executive Summary

City staff made significant progress in FY 18-19 toward the City's Strategic Plan goals. Notable accomplishments in the fourth quarter include the development and adoption of a long-range financial sustainability plan following extensive community outreach. The plan includes the introduction of a local sales tax measure for voter approval in November and hiring a PERS consultant to evaluate future pension obligations and options. The City continues to make progress on key resident priorities such as disaster preparedness and environmental programs. While not every project has been completed, there has been significant progress made as most projects (85%) are underway or complete. Some goals were strategically delayed to better utilize outside grant funding, such as housing initiatives. Staff will continue to regularly apprise City Council of the status of projects underway.

Community Outreach

In spring 2018, the City commissioned a community survey to rate the quality of life in South Pasadena and nearly all residents (95%) rated the quality as good or excellent. This year the City commissioned a similar survey to determine the trend of service and there was a slight increase (96%). The City strives to maintain this excellent rating through the execution of its Strategic Plan initiatives.

Discussion/Analysis

Below is a summary of accomplishments made under each goal identified in the FY 2018-19 Strategic Plan:

1. Develop and Implement Strong Fiscal Policies to Ensure a Resilient Financial Future.

Completed:

- Create and implement a resilient Financial Plan to include analysis of potential revenue enhancement options.
- Conduct a comprehensive fee study for user fees based on cost of service

- Establish a Library Foundation to address major goals articulated in the Library Operations Study
- Prepare a fiscal impact statement outlining the cuts that will be necessary if Utility User's Tax (UUT) is repealed.

Underway:

- Present revenue enhancement opportunities for the golf course by assessing potential for facility improvements and events.
Status: While there has been delay in releasing the RFP to evaluate potential uses at the golf course due to staff shortages there have been some minor cosmetic updates made including re- carpeting one of the events room, and upgrades to the HVAC system in order to provide better accommodations

2. Create and Implement a Strong Economic Development Strategy to Strengthen the Local Business Districts.

Completed:

- Adopt an ordinance requiring a percentage allocation toward public art from new development and create a public art gallery at City Hall to demonstrate civic participation

Underway:

- Create an implementation strategy for the Matrix study to improve customer service in land use review and permitting
Status: The Matrix study is in draft format, however it has informed many of the new policies and procedures including the introduction of a technology fee to support permitting software.
- Create a branding and marketing plan for the City to better support local businesses
Status: The branding and marketing plan development will follow the adoption of the Comprehensive Economic Development Plan.
- Create a Comprehensive Economic Development Plan to support the local economy and enhance opportunities for live, work, and play
Status: Staff has received the draft plan from the consultant and is working to finalize the plan in alignment with the General Plan.

3. Develop a Comprehensive Emergency Preparedness Plan to Ensure Public Safety through Active Response and Recovery Efforts.

Completed:

- Complete core training for primary and back-up Emergency Operations Center (EOC) staff, to ensure the City can effectively prepare for, respond to, and recover from a disaster
- Complete Upgrades to the City's EOC with standardized equipment and resources that are necessary for maximum EOC functionality
- Provide two basic CERT classes, two refresher CERT classes and basic CERT training
- Create a crisis communication plan to support emergency operations including a review of citywide notification systems

Underway:

- Develop a database of resources within the community and establish agreements with local providers to supplement response and recovery efforts

Status: Fire and Police Department staff have begun outreach efforts in order to create an initial database of resources within the community. The team will determine the potential gaps in service during a crisis and create a list of critical positions needed during an emergency.

4. Enhance Community Sustainability through Investment in Infrastructure and Environmental Management Programs.

Completed:

- Create an urban forestry plan for planting and maintenance

Underway:

- Develop an implementation strategy and schedule for the Renewable Energy Plan
Status: The plan was initially delayed pending hiring staff. Staff has been hired and is currently working with NREC to create a plan for Council adoption.
 - Participate in discussions for a revised Upper Los Angeles River Enhanced Watershed Management Program Storm Water Plan for South Pasadena
Status: The City hired a consultant who regularly participates in discussions for a revised Upper Los Angeles River Enhanced Watershed Management Program.
 - Finalize agreement with Metro to utilize Measure R funds to implement SR-110 hook ramp project
Status: Staff has had several meetings with Caltrans and METRO regarding the project. The agreement is being finalized and is scheduled to be executed in Q1 of FY 2019-20 Strategic Plan.
 - Implement a six month pilot program for bicycle and scooter share
Status: The operator has been selected and the City is currently working with Pasadena to coordinate logistics in simultaneously launching the program.
 - Evaluate Opportunities for investment in City properties and enhance land use
Status: Staff has met with investors to discuss potential upgrades and uses of the facility. Initial responses have been favorable. Staff will now issue an RFP to evaluate potential uses and present recommendation to Council.
5. Plan for Affordable Housing to Comply with State Mandates and Respond to Community Needs.

Completed:

- Apply for Measure H funding to strengthen homelessness programs and partnerships

Underway:

- Adopt an inclusionary housing ordinance to facilitate meeting state affordable housing goals
Status: The City was slated to complete this task in Quarter Four, however, the City received a grant through Measure H program to specifically fund outreach for ADU and Inclusionary Housing Ordinances. Because the funds were awarded in Quarter Four, the outreach will begin in Quarter one of FY 19-20, and the ordinance will be presented to City Council for adoption in Quarter Two.
- Adopt a Revised ADU Ordinance to align with State law changes and to increase the availability of affordable units
Status: The City was slated to complete this task in Quarter Four, however, the City received a grant through Measure H program to specifically fund outreach for ADU and

Inclusionary Housing Ordinances. Because the funds were awarded in Quarter Four, the outreach will begin in Quarter one of FY 19-20, and the ordinance will be presented to City Council for adoption in Quarter Two.

6. Enhance Customer Service through Innovation to More Effectively Respond to Community Priorities.

Completed:

- Introduce a Pilot Program for the “Library of Things”, to support a sharing, more green economy

Underway:

- Create a comprehensive communication plan for public outreach and engagement
Status: Research and development of the communication plan is underway, including the evaluation of the City’s communications systems and the introduction of new tools. The findings will be added to the comprehensive communications plan to be presented to the Council in Quarter Two of FY 2019-2020.
- Develop an IT business plan to better manage technology investment across the organization to support innovation and customer service
Status: The IT business plan is in draft format and staff is currently reviewing and finalizing before presenting to City Council.

Next Steps

1. Staff will continue to work on the objectives identified in the plan and provide regular updates to City Council.

Background

On April 13, 2018, the City held a Strategic Planning Session to evaluate the challenges and opportunities facing the City and to create the City’s Strategic Goals and Objectives. Kelly and Associates facilitated the session, which included City Councilmembers and management employees representing all City Departments. The meeting was open to the public.

On April 16, 2018, a randomized Community Survey was sent out via e-mail to residents. Nearly all residents surveyed (95%) rated the quality of life in South Pasadena as excellent or good. The full results of the survey were presented to the City Council on May 16, 2018. The Community Survey provided an understanding of residents’ opinions, priorities, and preferences concerning municipal services for performance measurement, planning, and budgeting purposes. The survey profiled resident agreement with the six goals to be incorporated into the City’s Strategic Plan.

The Strategic Plan was developed through a collaborative process including Council members, leadership staff, and the community in the spring of 2018

Each goal is followed by multiple action items. Staff reports on the status of the action items each quarter.

Legal Review

The City Attorney has not reviewed this item.

Fiscal Impact

The objectives were reflected in the FY 2018-19 Budget and incorporated in Department work plans.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachment: Strategic Plan Quarter 4 Update

2018 Strategic Plan Action Items

Task	Action Item	Q	Department	Status (end of Q1)	Status Q2	Status Q3	Status Q4
UUT	Prepare a financial impact statement outlining the cuts that will be necessary if the UUT is repealed.	1	Management Services / Finance	COMPLETED	COMPLETED	COMPLETED	COMPLETED
Homelessness	Apply for Measure H funding to strengthen homelessness programs and partnerships.	1	Police	COMPLETED	COMPLETED	COMPLETED	COMPLETED
Fee Study	Conduct a comprehensive fee study for user fees and charges based on cost of services and develop indirect cost allocation plan.	2	Finance	Anticipate consultant contract by January 2019; Final Plan to coincide with Budget.	RFP released in Oct. Award of consultant contract 12/19/18; Final Plan will be completed in the Spring.	Draft Fee Study Complete. Presentation to Council will be completed in Q4	Updated fees adopted in June; ICAP set for next fiscal year
Development Review	Create an implementation strategy for the Matrix Study to improve customer service in land use review and permitting.	2	Planning	Matrix Study completed; Implementation strategy being developed.	Implementation has begun and the plan is in draft form.	In Draft Format	In Draft Format. The draft is informing new policies and procedures as well as recommendations such as the technology fee.
Public Art Programs	Adopt an Ordinance requiring a percentage for public art program for new development and create a public art gallery at City Hall to demonstrate civic participation.	2	Management Services	Art Program including Arts Commission/Development fee to be presented to Council 10/3; Civic Center Gallery, in partnership with SPARC, to launch in November.	COMPLETED	COMPLETED	COMPLETED
Employee Training/Development for EOC	Complete core training for primary and back-up EOC staff, ensuring the City can effectively prepare for, respond to, and recover from a disaster.	2	Fire	All staff attending ICS training to be completed by December; completed two tabletop exercises and one scheduled for 10/18	COMPLETED	COMPLETED	COMPLETED
Crisis Communication Plan	Create a Crisis Communication Plan to support emergency operations including a review of citywide notification systems.	2	Management Services	Consultant completed stakeholder interviews and data gathering; Draft plan anticipated in November 2018.	COMPLETED	COMPLETED	COMPLETED
ADU's	Adopt a revised ADU ordinance to align with State law changes and increase the availability of affordable units.	2-3	Planning	Community outreach planning for November; Anticipate recommendation to Planning Commission in November and to Council in December.	Beginning outreach in January as part of comprehensive Housing Policies Package	Outreach postponed to April for Housing Outreach month.	Housing outreach consultant has been selected, PSA was authorized in June. Public Outreach is scheduled to begin in August/September
Golf Course Facilities	Present revenue enhancement opportunities for the golf course by assessing potential for facility improvements and events.	3	Management Services	Discussions underway.	Discussions with Donovan Brothers delayed due to family illness	Staff has met with investors to discuss potential upgrades and uses of the facility. Initial responses have been favorable. Staff will now issue an RFP to evaluate potential uses and present recommendation to Council.	Staff has continued to meet with investors to discuss potential upgrades and uses of the facility before releasing the RFP
Economic Plan	Create a comprehensive Economic Development Plan to support the local economy and enhance opportunities for live, work and play.	3	Planning	Research and data gathering phase underway.	Contract approved/work underway. Hired dedicated intern to assist with project.	Contract Scheduled for Completion during Q4	Economic Development Plan is in draft format and has been delayed to coordinate with general plan
Branding/Marketing	Create a branding and marketing plan for the City to better support local business.	4	Management Services	Research and data gathering phase underway; This effort will run parallel to the economic development plan.	Pending development of Economic Development Plan.	Pending development of Economic Development Plan.	Pending development of Economic Development Plan.
SR-110 Hookramp	Finalize agreement with Metro to utilize Measure R funds to implement SR-110 Hookramp project.	3	Public Works	Metro has agreed to include the SR-110 as a Tier 1 Project for Measure R Funding; New project manager assigned to work with Metro.	December 6 Metro approval of funding. Staff working with Metro to prepare agreement for design work.	Continued meeting with Metro and Caltrans regarding the project. The agreements should be ready in Q2 2020.	Continued meeting with Caltrans, Metro and Pasadena regarding the project scope, traffic analysis, right of way and alternatives. Agreements for design services should be ready in Q2 2020.
Task	Action Item	Q	Department	Status Q1	Status Q2	Status Q3	Status Q3
Trees	Create urban forestry plan for planting and maintenance.	2	Public Works	Maintenance Plan presented to Council 8/15; Tree Ordinance presentation anticipated to Council December.	Tree Ordinance scheduled for 12/5/18. Completed in Q2. Originally scheduled for Q3	COMPLETED	COMPLETED
City Properties	Evaluate opportunities for investment in City properties and enhanced land use.	3	Management Services	Research and data gathering phase underway.		Staff has engaged interested investors to evaluate market feasibility. Initial responses indicate strong potential for future	Staff will now engage technical consultants to refine potential opportunities.
Community Programs	Introduce a pilot "Library of Things" to support a sharing, more green economy.	3	Library	Researched Libraries with similar programs; Public outreach for community wants and needs in Oct.	Public outreach to begin in December, run through January.	Public survey completed and results announced and Top 12 'Things' identified to be ordered and made available for checkout in Q4.	Public survey completed and results announced and Top 12 'Things' identified to be ordered and made available for checkout in Q4.
Community Engagement Master Plan	Create a comprehensive communication plan for public outreach and engagement.	3	Management Services	Nextdoor account created; Plan development underway.	Plan development underway. Some of the research conducted for the Crisis Communications Plan, including focus group discussions, will inform development.	Delivery of the final plan was delayed from the third quarter due to the extensive community	Research and development of the communication plan is underway, including the evaluation of the City's
Citywide Strategic IT Plan	Develop an IT Business Plan to better manage technology investment across the organization to support innovation and customer service.	3	Management Services	IT Assessment/development of IT Business Plan anticipated to begin January 2019.	RFP for IT Assessment & Business Plan issued Nov 13, due by Dec 10. Award of contract anticipated in Jan 2019.	A vendor has been selected to complete the project. A draft plan is expected to be prepared by Q4	A draft plan has been submitted to the City for review.
Inclusionary Housing	Adopt an Inclusionary Housing Ordinance to facilitate meeting State affordable housing goals.	4	Planning	Anticipate circulation of draft in Spring 2019.	Beginning outreach in January as part of comprehensive Housing Policies Package	Moved to Q4 in Q2	Housing outreach consultant has been selected, PSA was authorized in June. Public Outreach is scheduled to begin in
Library Foundation	Establish a Library Foundation to address major goals articulated in the Library Operations Study.	4	Library	Sub-committee of Library Trustees and Friends Board Members; Plan anticipated to Council November 2018.	Pending discussions with Library Board of Trustees and Friends of the Library	COMPLETED	COMPLETED

2018 Strategic Plan Action Items


EOC Facilities Operation	Complete upgrades to the City's EOC with standardized equipment and resources that are necessary for maximum EOC functionality.	4	Fire	Equipment and furniture have been purchased/installed; Final phase of remodel to be completed June 2019.	Completed. Additional space expansion into courtyard anticipated to be completed by Q4.	COMPLETED	COMPLETED
Community Emergency Response Teams (CERT)	Provide two basic CERT classes, two refresher CERT classes and basic CERT training.	4	Fire	Completed two basic trainings and one refresher (including one for SPUSD); Additional basic trainings are scheduled for 10/18 and early 2019; Refresher scheduled for early 2019.	COMPLETED	COMPLETED	COMPLETED
Local resources plan	Develop a database of resources within the community and establish agreements with local providers to supplement response and recovery efforts.	4	Fire	Staff continuing to work alongside all departments to identify and evaluate potential needs during disaster recovery.	Public Safety Commission to take lead with PD and FD	Underway as part of Public Safety Work plan	Public Safety work plan has been completed and public safety is creating a needs list to begin
Stormwater	Participate in discussions for a revised Upper Los Angeles River Enhanced Watershed Management Program Storm water Plan for South Pasadena.	4	Public Works	Develop and prioritize potential stormwater projects to be funded with Measure W (Safe Clean Water) if approved in November 2018; Submit Green Street projects for Proposition 1 Grants; Continue coordination with regional stormwater groups.	RFP for stormwater consultant released.	Contract was awarded to John Hunter and Associates on February 20, 2019 and the Notice to Proceed and contract start date was March 7, 2019.	Discussions for potential strategies for ULAR EWMP are ongoing.
Bike Share Program	Implement a six month pilot program for Bike and Scooter Share.	4	Management Services	Staff monitoring efforts by surrounding jurisdictions for regional partnerships.	Participating in SGVCOG Bike Share Program. Operator selection process anticipated completion end of Dec.	Operator has been selected.	Staff is working with the City of Pasadena to identify options to launch the program simultaneously.
Renewable Energy	Develop an implementation strategy and schedule for the Renewable Energy Plan.	4	Public Works	Staff position vacant; project pending.	pending hiring staff.	pending hiring staff.	Working the NREC to prioritize sustainability initiatives to develop a Green Action Plan for City Council consideration. In addition, Staff and the Consultant have met to kick off the Climate Action Plan.
Financial Plan	Create and implement a resilient Financial Plan to include analysis of potential revenue enhancement options.	4	Finance	Research and data gathering phase underway.	Community Outreach Scheduled to begin February.	Comprehensive Community Outreach Completed and will inform Long Range	Long Range Financial Sustainability Plan adopted by Council in June





City Council Agenda Report

ITEM NO. 31

DATE: July 17, 2019

FROM: Stephanie DeWolfe, City Manager 

PREPARED BY: Daniel Ojeda, P.E., Interim Public Works Director 
Kristine Courdy P.E., Deputy Public Works Director 

SUBJECT: **Receive and File the End of Fiscal Year 2018-19 Capital Improvement Plan Project Updates**

Recommendation

It is recommended that the City Council receive and file the end of Fiscal Year (FY) 2018-19 Capital Improvement Plan (CIP) Project updates.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Executive Summary

The CIP provides a comprehensive plan for the City's infrastructure and facility needs. The purpose of this report is to summarize the progress made toward meeting deadlines and completing the CIP Projects (27 total projects) that began in FY 2018-19 including carry-over projects from previous fiscal years (20 projects), new projects added in 2018-19 FY (6 projects), and one early launch project (110 Interchange Project). The total CIP appropriation for the FY 2018-19 is approximately \$14M. The projects are administered by the Public Works and Community Services Department. During the FY 2018-19 the City has successfully completed nine CIP Projects, five are under construction, twelve are in progress and only one has not been started. Eighteen Multi-year CIP Projects will be carried over to the FY 2019-20. Developing the multi-year CIP has allowed the City to successfully complete backlogged projects, efficiently use special funds to offset general fund project contribution and enhance interdepartmental coordination all while improving critical City infrastructure.

Discussion/Analysis

The CIP is a living document and planning tool designed to adapt to emerging needs and take advantage of new unforeseen funding opportunities that may require expanding or reprioritizing project investments. The original CIP 2018-2023 project list contains 49 projects totaling over \$100M. In Quarter Two, the City Council approved five new projects in the CIP 2018-2023, namely, the CNG Charging Station, EV Charging Station, San Pascual Stables HVAC, Water Conservation (Medians), Water Conservation (Impervious Surface Demonstration). The funding

for the new projects amounts to \$482,535 and comes from various sources. In Quarter Four, the City Council approved one new project in the CIP 2018-2023, the Mission-Meridian Garage Emergency Generator Replacement. The funding for this Project amounts to \$96,580 from Prop “A” Transit Planning Account No. 205-8024.

The original CIP Budget included \$14,366,142 of funded Projects in the 2018-19 FY. The amended 2018-19 Budget includes the additional funds in the Municipal Building and Facilities and Water Conservation categories and now appropriates \$14,873,819 to help fund the added projects. The funds are summarized as follows:

Category	2018-19 FY CIP Original Funding	2018-19 FY CIP Amended Funding
Municipal Buildings and Facilities	\$500,000 ¹	\$1,039,257
Streets and Streetscapes	\$3,348,000	\$3,348,000
Street and Traffic Lighting	-	-
Sewer and Water	\$10,204,142	\$10,204,142
Technology Projects	\$314,000	\$314,000
Storm water	-	-
Water Conservation	-	\$65,000
TOTAL	\$14,366,142	\$14,873,819
1) Includes only Funded Projects (War Memorial and EOC Projects). Unfunded projects have been pushed out into future years of the CIP until funding becomes available.		

The Public Works Department manages the following sections: Municipal Buildings and Facilities, Streets and Streetscapes, Street and Traffic Lighting, Sewer and Water, Technology Projects, Storm water, and Water Conservation. The Community Services Department oversees some of the Municipal Buildings (e.g. San Pascual Stables – HVAC system). Of the twenty seven projects scheduled for FY 2018-19, nine have been completed, five are under construction, six are pending authorization, and nine are in progress at varying stages, from specification development, contract award, consultant selection and project design. One project, the Mission Street Pedestrian Improvement Project, has not started yet as it will be implemented in conjunction with the Economic Development Plan.

Project Status Update	Number of CIP Projects
Completed	9
Under Construction	5
Pending Authorization	6
Contract Award	1
Under Design	1
Developing Specifications	3
Consultant Selection	1
Obtaining Bids	0
Not Started	1
Total	27

Attachment 1 includes the CIP End of FY 2018-19 Update Log which includes a detailed description of each project's status.

Next Steps

1. Continue to communicate the CIP changes with the City Council and inform of any updates through quarterly reports.
2. 2018-19 FY carryover multi-year projects will be added to the 2019-20 FY CIP quarterly updates.

Background

The City Council reviewed and approved the CIP on June 6, 2018. As a dynamic and evolving document, staff has prepared quarterly reports to the City Council to communicate changes, if any, to the prioritization of projects, progress toward achieving the stated goals as well as delays and new funding opportunities that allow the City to add new projects to the CIP. 2018-19 FY carryover projects will be added to the 2019-20 FY CIP quarterly updates.

Legal Review

The City Attorney has not reviewed this item.

Fiscal Impact

No changes have been made to the funding for the CIP projects in Quarter Four. The FY 2018-19 budget appropriated \$14,873,819 from various funding sources for 27 CIP projects.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachment: Capital Improvement Plan End of FY 2018-19 Project Update Log

Attachment 1 - Capital Improvement Plan End of FY 2018-19 Project Update Log

#	Project	Budget FY	Estimated Start Date	Estimated Completion Date	Status	End of FY 2019-20 Status Update
MUNICIPAL BUILDINGS AND FACILITIES						
1	Emergency Operations Center	2018-19	2/18/2018	11/7/2018	Completed	Project completed and accepted by City Council on November 7, 2018.
2	War Memorial Drainage Mitigation	2018-19	9/4/2018	3/6/2019	Completed	Project completed and accepted by City Council on March 6, 2019.
Note: The following Projects were listed as unfunded in the 2018-19 FY CIP: Orange Grove Recreational Building Improvements, Police Department Electrical and HVAC Improvements, and Senior Center Window and Door Replacement. Since they are unfunded, there is no status update. These projects have been reprogrammed in the 2020-2024 CIP and will be considered in the future once funding is available.						
STREETS AND STREETSAPES						
3	2018-19 FY Preventative Maintenance: Cap and Slurry Seal	2018-19	5/27/2019	11/30/2019	Developing Specifications	Plans and specifications are in progress. In order to achieve economy of scale, on bid pricing and efficiencies on administrative oversight, the 2018-19 FY and 2019-20 FY slurry seal projects will be bid together in September 2019.
4	2018-19 FY Citywide Sidewalk ADA Improvements	2018-19	4/15/2019	7/17/2019	Completed	All construction activities were completed in May 2019. The notice of completion is being submitted for City Council consideration on July 17, 2019.
5	2018-19 FY Street Improvement Projects	2018-19	1/2/2019	6/30/2020	Developing Specifications	Held kickoff design meeting in June 2019, the construction advertisement is anticipated to be in October 2019.
6	BTA South Pasadena Mission Street Green Lane	2018-19	6/30/2018	11/7/2018	Completed	Project completed and accepted by City Council on November 7, 2018.
7	Mission Street Pedestrian Improvement Projects	2018-19			Not Started	Pending discussion of economic development plan.
WATER AND SEWER						
8	Graves Reservoir	2018-19	8/11/2018	3/1/2020	Under Construction	Contractor continue with stripping of walls, installation of deck shoring, installation of hatches on roof deck, forming overflow structure and installation of rebar on roof deck.
9	Garfield Reservoir	2018-19	11/19/2014	5/16/2018	Completed	Project completed and accepted by City Council on May 16, 2018.
10	2018-19 FY Waterline Replacement	2018-19	7/1/2018	12/30/2019	Under Construction	Water line repairs being performed in conjunction with Street Improvement Projects.
11	Wilson Wellhead Treatment	2018-19	6/15/2018	4/17/2019	Completed	Project completed and accepted by City Council on April 17, 2019.
IT PROJECTS						
12	VoIP (Voice Over Internet Protocol) System Installation	2018-19	1/1/2019	3/30/2020	Developing Specifications	The recabling to allow for the VoIP system has been completed in City facilities. A draft RFP has been prepared and is currently under review with internal staff. It is anticipated to send out the RFP in Fall of 2019.
13	WiFi City Hall Recabling	2018-19	1/1/2019	7/17/2019	Completed	All construction activities were completed in June 2019. The notice of completion is being submitted for City Council consideration on July 17, 2019.
14	2018-19 FY Workstation/Device Replacements/Network Equipment Upgrades	2018-19	2/1/2019	6/30/2019	Completed	The planned 2018-19 FY workstation, device replacement and network equipment upgrades have been completed.

Attachment 1 - Capital Improvement Plan End of FY 2018-19 Project Update Log


#	Project	Budget FY	Estimated Start Date	Estimated Completion Date	Status	End of FY 2019-20 Status Update
<u>CARRY-OVER PROJECTS</u>						
15	Fair Oaks Avenue Signal Synchronization	2017-18	6/1/2017	6/30/2020	Pending Authorization	Submittal will be made in April 2019 to Caltrans and Metro for authorization to proceed construction. Approval is expected in September 2019, with advertisement for construction to immediately follow.
16	2017-18 FY Street Improvement Projects	2017-18	1/2/2019	12/30/2019	Under Construction	Bushnell Ave (Oak St-Huntington Dr) & Diamond Ave (Monterey Rd-Lyndon St): Construction began in June 2019; Alpha Ave (Camino Lindo-Valley View) & Camino Del Sol (St Albans-Via Del Rey): Out for bid in July 2019.
17	In Pavement Lighting Crosswalks	2017-18	1/4/2017	6/30/2020	Pending Authorization	City has submitted application for the "Request for Authorization to Proceed with Construction" to Caltrans in March 2019. Once approval is received the project construction will be advertised for bid.
18	Monterey Road & Orange Grove Avenue Intersection Traffic Signal Installation	2017-18	7/1/2017	3/30/2020	Pending Authorization	Awaiting California Public Utilities Commission (CPUC) approval. Once approval is received, the project construction will be advertised for bid.
19	Monterey Road Improvement - Phase Three	2015-2019	7/9/2015	12/30/2019	Pending Authorization	Phase three of Monterey Road is from Orange Grove Avenue to Pasadena Avenue. This Project will be combined with the signal project to achieve cost savings and reduce construction traffic interruption.
20	BTA Bike Parking	BTA Grant	8/30/2018	12/30/2019	Contract Award	The Project was scheduled for City Council in June 2019, however contract award was pushed to a future meeting to answer some pending questions.
<u>NEW PROJECTS</u>						
21	Water Conservation Projects (Impervious Surface Demonstrations)	2018-19	1/15/2019	9/30/2019	Developing Specifications	The design has been completed and Staff is developing the bid specifications. It is anticipated that the Project will go out to bid in July 2019.
22	Water Conservation (Medians)	2018-19	3/1/2019	12/30/2019	Consultant Selection	Identified starting point at Fair Oaks at Huntington median. Reviewing design proposals.
23	Compressed Natural Gas (CNG) Station Upgrade	2018-19	10/29/2018	10/30/2019	Under Construction	A preconstruction meeting will be held on July 10, 2019. The contractor will begin mobilization and construction in mid-July 2019.
24	Electric Vehicle (EV) Charging Station	2018-19	11/11/2018	8/30/2019	Pending Authorization	The City completed the easement with Edison to supply power to the charging stations in June 2019. It will take about two months to get the EV charging stations powered up and ready for use.
25	San Pascual Stables Historical House - HVAC	2018-19	3/25/2019	3/31/2019	Completed	With the negotiations of the San Pascual Stables agreement, the City agreed to install an HVAC unit. The project has been completed.
26	Mission-Meridian Garage Emergency Generator Replacement Project	2018-19	5/15/2019	12/30/2019	Under Construction	The City Council awarded the construction contract on May 15, 2019. The Contract is working with AQMD on the permit processing and once approval is received the generator will be ordered and installed.
<u>EARLY LAUNCH PROJECTS</u>						
27	110 Interchange Project	2020-21	3/1/2019		Pending Authorization	Working with Metro and Caltrans to establish Project management and funding. Project was submitted as a SR-710 Early Action Project for Metro funding consideration. The agreements should be ready in 1Q 2020.




City Council Agenda Report

ITEM NO. 32

DATE: July 17, 2019

FROM: Stephanie DeWolfe, City Manager 

PREPARED BY: Joe Ortiz, Police Chief 
Shannon Robledo, Police Sergeant

SUBJECT: **Receive and File a Report on the City's Efforts to Address Homelessness**

Recommendation

It is recommended that the City Council receive and file a report on South Pasadena's (City) efforts to address and reduce homelessness.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Executive Summary

The City of South Pasadena continues to make progress in identifying and assisting its homeless population, utilizing homeless and housing-related grant funds effectively, and partnering with government and non-profit groups to develop and implement a coordinated, regional approach. In the past several months, the Los Angeles Homeless Authority (LAHSA) estimated our City's population to be 22 individuals. The Police Department has delivered donated supply backpacks, offered resources to those experiencing homelessness, and taken steps to build trust with the homeless community.

City staff works closely with external groups such as the Pasadena Union Station, West San Gabriel Valley Mental Health Evaluation Team, San Gabriel Valley Homeless Outreach Service Team, WISPPA, Holy Family Church and the Chamber of Commerce. In addition, the City has created an internal, cross-divisional team representing multiple departments to identify funds and best practices from the perspective of multiple departments. The Police Department has increased patrol and outreach in targeted areas such as parks, nature trails and homeless encampments. City staff continues to pursue grant opportunities and utilize existing grant funds effectively. Notable grants include a recent award of \$292,200 in Measure H funds in partnership with the City of Arcadia. Below is a summary of the City's various support efforts for those experiencing homelessness.

Discussion/Analysis

Over the past few years the population of the homeless has steadily increased. The Los Angeles Homeless Authority has estimated the homeless population in South Pasadena to be

Cities Efforts to Address Homelessness

July 17, 2019

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approximately 22 residents.

This number does not reflect individuals that are transient, who use City services while passing through town and obtain meals, clothing or other items from local resources. This year during the LAHSA “point in time” count, 12 people were contacted and offered various resources and given backpacks containing personal hygiene kits, cold weather gear, blankets, hats, granola bars, water, and a list of available local resources. The backpacks and supplies were donated by several local organizations, including the Women Involved in South Pasadena Political Activism (WISPPA). In addition to this annual count and outreach effort the City’s programs and resources are outlined below:

South Pasadena Police Department Homeless Outreach Team (H.O.P.E.):

The South Pasadena Police Department’s Homeless Outreach Program (H.O.P.E.) was created in 2016. The goal of the H.O.P.E. program is to assist the City’s homeless population in “breaking the cycle” of homelessness. The Police Department works closely with several service providers to help accomplish this goal by connecting the homeless residents with a variety of resources that address housing, mental health, medical, and legal assistance. Some of the service providers the Department works with include: The Los Angeles County Mental Health Department, Pasadena Union Station, Los Angeles Homeless Authority, and several local faith-based organizations.

Mental Health Evaluation Team (WSGV MET):

In an effort to address the increase of homeless with mental health issues, the City joined efforts with the Arcadia and the Monrovia Police Departments, in addition to the Los Angeles County Department of Mental Health, creating a specialized response team. This team, the West San Gabriel Valley Mental Evaluation Team (WSGV MET) provides resources and finds long-term assistance for those suffering from mental health issues. WSGV MET provides mental health intervention services 40 hours a week in the three cities it serves. A Los Angeles County Department of Mental Health Clinician is often paired up with a police officer from one of the participating agencies. The mental health clinician is on patrol with the officers an average of four shifts per month in each city.

Homeless Outreach Service Team (H.O.S.T.):

In October of 2018, the Police Department began working with the San Gabriel Valley Homeless Outreach Services Team (HOST). HOST is comprised of multiple police agencies throughout the San Gabriel Valley, extending from South Pasadena to Pomona. Consistently, this team of officers make routine visits to the participating cities, to interact with the homeless and provide needed resources. HOST is funded through the Los Angeles County Measure H funds and focuses primarily on outreach efforts.

Local/ Non-profits:

The Police Department works diligently with local non-profit groups that include WISPPA, Girl Scouts and faith-based groups to assist the homeless. The groups provide resources and personal hygiene packages, which are given to the police officers to hand out as they come in contact with the homeless. For several years, Holy Family Church has been providing free sack lunches to the homeless, every Monday through Friday. Beginning last year, Holy Family began hosting a weekly mobile shower on Wednesdays. In addition, the church has donated clothing, care

packages, and other items of necessity, which they hand out to those in need. In effort to gain trust from the homeless, police officers often assist with handing out the lunches, taking the time to talk with the homeless to get an understanding of their needs and concerns.

Several of the officers have donated their time by cooking and serving warm meals to the homeless who attend Holy Family for assistance.

Other Local Efforts:

The Police Department is working with the local businesses community and Chamber to assist with homeless people using the businesses to sleep. It is estimated that over 10 percent of all calls for service are regarding homeless individuals. Some of these calls for service are mental health related; however, most of the calls are for loitering where the subject has the legal right to be and are not violating any local ordinance or committing a crime.

The Police Department routinely conducts extra patrols in areas such as parks, nature trails, the public library, as well as public and private properties where the homeless may camp or congregate. The Police Department established a list of our homeless population. If the person is willing to give their information to the officer such as name, date of birth, next of kin, and possible medical conditions, the officer will add this information to a binder kept within the department. The information provided is used if someone is found ill or injured so that their family can be made aware. Most of the homeless have built a trust with the officers as they know they are not removing them from the City, rather trying to assist where they can.

The Police Department recently took a proactive approach on homelessness along the nature trail and contacted the Arroyo Seco Stable horse owners who frequently ride along the City's nature trail. Officers provided the horse owners with information to report encampments to the Police Department. Once reported, our Homeless Outreach Team will attempt to make contact with the campers and provide them with resources. Most recently, there were three encampments located. The subjects occupying the encampments were offered resources and assistance from Union Station's multi-disciplinary team. The team is made up of a mental health worker, nurse, housing navigator and a substance abuse counselor. All of the subjects refused assistance.

Sergeant Robledo has attended the Annual Homeless Initiative Conference to End Homelessness, LAHSA meetings, and regularly attends the San Gabriel Valley Council of Government Regional Homeless Meetings.

Homeless Committee:

The City recently organized a committee of City departments aimed at addressing homeless issues in the City. The City departments involved are the Management Service Department, Community Service Department, Planning Department, Library, Fire Department and Police Department. The committee helps identify funding priorities and coordinate services and response.

LA-Hop:

The Los Angeles Homeless Outreach Portal LA-Hop.org was introduced to City employees through email. LA-Hop.org is an online portal designed to report people experiencing homelessness in Los Angeles County. Once reported, an outreach worker will attempt to contact

the subject experiencing homelessness. Outreach teams start by building a trusting relationship with people living on the streets and determining their needs. Outreach efforts can be as simple as helping someone experiencing homelessness get an identification card or as complex as helping an individual meet medical and mental health needs. The ultimate goal of outreach services is to help those who are homeless find a permanent home. LA-Hop.org is funded through Measure H funds and concentrates on outreach.

Measure H Grant Funding:

On March 7, 2017, Los Angeles County voters approved Measure H, a quarter-cent countywide sales tax, with a specific purpose to prevent and combat homelessness within the County of Los Angeles. Measure H is projected to generate about \$355 million annually for homeless programs over the course of ten years.

In February 2018, the City applied for and was awarded a \$30,000 planning grant from the County of Los Angeles and entered a Memorandum of Understanding (MOU) with the San Gabriel Valley Council of Governments (SGVCOG) to hire a regional consultant for the Development of an achievable Homeless Plan. Since entering a MOU, the consulting firm assisted the City with numerous community outreach efforts, which included stakeholder meetings with public, private, and non-profit sectors. On June 20, 2018 the City Council approved the City of South Pasadena Plan to Prevent and Combat Homelessness 2018-2021.

In January 2019, the City applied for and was awarded a \$60,000 grant under Measure H Priority 1 for feasibility studies for Accessory Dwelling Units (ADU), affordable housing, and inclusionary zoning.

In May of 2019, the cities of South Pasadena and Arcadia jointly applied for and were awarded a \$292,200 grant from the Los Angeles County Homeless Initiative to collaborate in helping local homeless. The funds will support a shared Case Manager to provide service coordination and case management support to those experiencing homelessness.

The funding also supports motel vouchers and rapid re-housing assistance to provide immediate shelter for persons living on the streets. The folks that receive these resources, have been part of the coordinated entry system.

While there is much work to be done, the City is achieving great results in its efforts to assist the homeless who call South Pasadena their home.

Legal Review

The City Attorney has not reviewed this item.

Fiscal Impact

There is no immediate fiscal impact association with this report.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachments:

1. City's Effort to Address Homelessness

South Pasadena Police Department Homeless Outreach Program “HOPE”



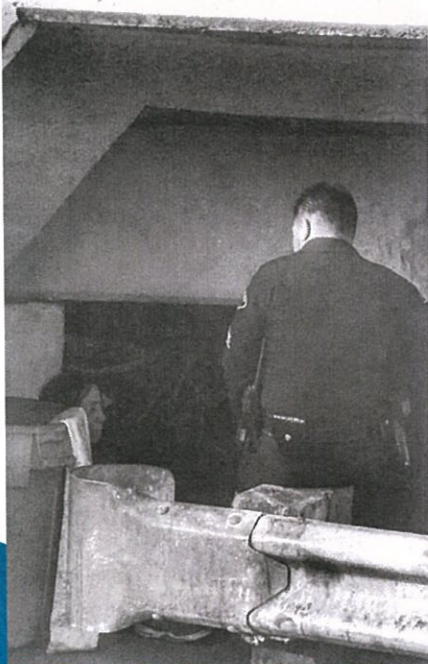
Homeless Population



The Los Angeles Homeless Authority estimates that 15 people are experiencing homelessness in the City of South Pasadena.

90% of the homeless population in South Pasadena are male adults and 10% are female adults.

10% of the South Pasadena Police Department's calls for services are regarding homeless individuals.



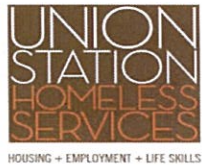
Available Resources for Homeless in South Pasadena



- South Pasadena Police Department Homeless Outreach Program (H.O.P.E.)
- Union Station Homeless Services
- Mental Health Evaluation Team (WSGV MET)
- Homeless Outreach Service Team (H.O.S.T.)
- Holy Family Giving Bank
- Shower of Hope
- LAHSA Homeless Engagement Team (HET)
- Path Metro Team (LASD)



Outreach Frequency



- SPPD HOPE: Weekly.
- WSGV MET: Three times a month.
- Pasadena Union Station Multidisciplinary Team (MDT): Bi-weekly.
- Pasadena Union Station Coordinated Entry System (CES) Housing Navigation: weekly.
- Los Angeles Homeless Service Authority's (LAHSA) Homeless Engagement Teams: Weekly.
- Path Metro Team (People Assisting The Homeless –Metro): 5 Days a week.
- It is common to have multiple engagements with the same homeless individual by different outreach teams, to build trust, in order for them to accept recourses. Some homeless simply do not want assistance.

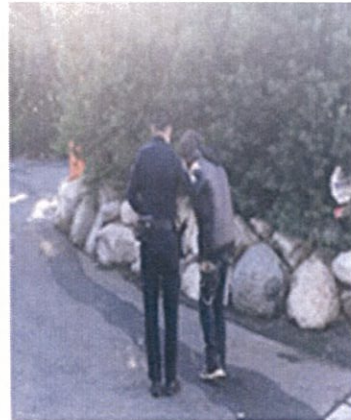
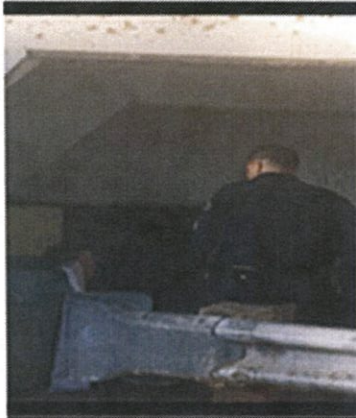


Measure H Grant Funds



- Homeless Planning Grant: \$30,000.
- Feasibility Studies for Accessory Dwelling Units (ADU), Affordable Housing, inclusionary zoning: \$60,000.
- Full-Time Case Manager for 18 months, to provide services for both the City of Arcadia and the City of South Pasadena, including motel vouchers, rapid re-housing assistance: \$292,200.

Recent Success Stories



LASD MET (Mental Evaluation Te...
@LasdMET

"Leave No Vet Behind" After a 24 hour search a popular homeless retired vet with MH and medical issues was found. VET was found to have full VA benefits. Thanks to @southpaspd @LACountyWDACS @DeptVetAffairs for your help. Another success story b/c #LASDCares

