



CITY OF PITTSBURG AGENDA

APRIL 06, 2020

**CITY HALL COUNCIL CHAMBER
65 CIVIC AVENUE, PITTSBURG, CA**

PUBLIC ADVISORY:

THE CITY COUNCIL CHAMBER WILL NOT BE OPEN TO THE PUBLIC

Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the regular meeting of the City Council for April 6, 2020 will be conducted telephonically through Zoom and broadcast live through Granicus on the City's website. Please be advised that pursuant to the Executive Order, and to ensure the health and safety of the public by limiting human contact that could spread the COVID-19 virus, the Council Chamber will not be open for the meeting. Council Members will be participating telephonically and will not be physically present in the Council Chamber.

Comments can be submitted via email to meetingcomments@ci.pittsburg.ca.us. If you wish to have your comments read to the Council Members during the appropriate Public Comment period, please indicate in the Subject Line "FOR PUBLIC COMMENT" and list the item number you wish to comment on. If your comment is for a non-agenda item, indicate "FOR PUBLIC COMMENT – NON AGENDA." Comments that you want read to the Council will be subject to the three minute time limitation (approximately 350 words). Written comments that are only to be provided to Council and not read at the meeting will be distributed to the Council prior to the meeting if received by 5:00 p.m. the date of the meeting. Comments via text and social media (Facebook, Twitter, etc.) will not be accepted.

The City of Pittsburg thanks you in advance for taking all precautions to prevent spreading the COVID 19 virus.

**CITY OF PITTSBURG
AGENDA**

APRIL 06, 2020

**CITY HALL COUNCIL CHAMBER
65 CIVIC AVENUE, PITTSBURG, CA**

**CLOSED SESSION
5:30 P.M.**

**REGULAR MEETINGS
7:00 P.M.**

**CITY COUNCIL
HOUSING AUTHORITY
PITTSBURG ARTS AND COMMUNITY FOUNDATION
PITTSBURG POWER COMPANY
SOUTHWEST PITTSBURG GEOLOGIC HAZARD ABATEMENT DISTRICT II
SUCCESSOR AGENCY**

PRESIDING

**Jelani Killings, Mayor/Chair
Marilyn “Merl” Craft, Vice-Mayor/Chair
Holland Barrett White, Council Member/Board Member
Shanelle Scales-Preston, Council Member/Board Member
Juan Antonio Banales, Council Member/Board Member**

**FOR HOUSING AUTHORITY:
S.L. Floyd, Housing Authority Member
Annie Hill Herring, Housing Authority Member**

Pittsburg City Council meetings are held the first and third Mondays of each month at 7:00 p.m. The Housing Authority meets in conjunction with the City Council on the third Monday of each month. The Pittsburg City Council meets regularly in the Council Chamber at 65 Civic Avenue, unless otherwise noted above. The City Council also sits as the Board of Directors of several other City agencies. The stipends for all agency members conform to state statutes governing compensation amounts. All other Agencies meet on an as needed basis and will be listed above if applicable. Copies of the open session agenda packets, which are distributed to the City Council, are on file in the office of the City Clerk, 65 Civic Avenue, Pittsburg, California, and are available for public inspection, beginning 72 hours in advance, during normal business hours (8:00 a.m. – 5:00 p.m., Monday through Friday, except from noon to 1:00 p.m. and City holidays). The agenda and reports are also located on the City’s website at www.ci.pittsburg.ca.us. Additionally, if any reports or documents, which are public records, are distributed to the City Council less than 72 hours before the meeting, those reports and documents will also be available for public inspection in the City Clerk’s Office and on the day of the meeting in the Council Chamber at the public counter area below the dais.

AUDIENCE REMARKS

The Audience Remarks period is for the public to comment on any items scheduled to be heard during the Closed Session portion of the meeting, if applicable.

5:30 P.M. - CONVENE IN CLOSED SESSION

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Pursuant to Section 54956.8):

Property: Harbor Drive (APNs 073-111-034, 073-111-035, 073-111-036);
Successor Agency Negotiator: Garrett Evans and Maria Aliotti; Negotiating Parties: Yellow Roof Foundation; Under Negotiation: Both price and terms of payment

Property: 2101 Railroad Avenue (APN 088-171-035); City Negotiator: Garrett Evans and Maria Aliotti; Negotiating Parties: Rose Winter Clarke Trust; Under Negotiation: Both price and terms of payment

Property: 325-333 E. 10th Street (085-182-010); Successor Agency Negotiator: Garrett Evans and Maria Aliotti; Negotiating Parties: Pierre Cheung; Under Negotiation: Both price and terms of payment

2. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Section 54956.9(d)(2):

One (1) case

3. CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Section 54957.6:

City designated representatives: Garrett Evans, Stacy Shell, Fritz McKinley, Brad Farmer

Employee organizations: American Federation of State, County, and Municipal Employees Local 512 Management/Professional/Confidential Unit and Miscellaneous A Unit; Pittsburg Police Officers' Association; Pittsburg Police Managers Group; Teamsters Local 856

Unrepresented employees: Management Group; Senior Executive Team

7:00 P.M. - CONVENE IN OPEN SESSION FOR REGULAR MEETING

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

Please see Public Advisory above.

PRESENTATION

4. Status of the “Envision Pittsburg” General Plan Update

The Pittsburg General Plan 2020 is a state-mandated and comprehensive planning document intended to guide Pittsburg’s long-term physical growth and development. It articulates a shared community vision of the City’s future and sets forth broad goals and policies relative to important topics including, but not limited to, land use, economic development, housing, transportation, public safety, and open space. The last comprehensive update of Pittsburg’s General Plan was completed in 2001. In January 2019, upon direction from the City Council, a consultant service agreement was executed with De Novo Planning Group for preparation of a comprehensive General Plan Update and Environmental Impact Report. This report provides an overview of work completed to date on the Envision Pittsburg General Plan Update, next steps, and upcoming opportunities for community outreach.

CITY COUNCIL MEETING

COMMITTEE REPORTS

Council Members may make a report on their committee assignments at this time. (see attached list of adhoc committees and other public agencies in which Council members participate). (No Action Required)

PUBLIC HEARING

5. Adoption of 1) an Urgency Ordinance Establishing Emergency Regulations Related to Residential Evictions, and 2) an Urgency Ordinance Establishing Emergency Regulations Related to Commercial Evictions

On March 16, 2020, the City Council held a special meeting and voted unanimously to proclaim the existence of a local emergency in response to the Coronavirus (“COVID-19”) pandemic. The proposed urgency ordinances would establish emergency regulations related to evictions of residential and commercial tenants, and place a moratorium on eviction for non-payment of rent due to loss of income because of COVID-19 or other “no-fault” eviction. If adopted, the proposed ordinances would take effect immediately.

COMBINED CITY COUNCIL, PITTSBURG POWER COMPANY AND SOUTHWEST GEOLOGIC HAZARD ABATEMENT DISTRICT II CONSIDERATION

6. Adoption of City Council, Pittsburg Power Company and Southwest Pittsburg GHAD II Resolutions to Authorize Necessary Budget Adjustments based on Year-End Projections

Staff has completed a Mid-Year Review of the Fiscal Year 2019-20 budget and has determined that operating and capital improvement budget adjustments are necessary to meet year-end projections.

COVID-19 UPDATE (CITY MANAGER REPORT)

The City Manager will give an update on COVID-19 and any developments. (No Action Required)

CONSIDERATION

7. Adoption of a City Council Resolution Authorizing Acceptance of Grant Funds from the California Department of Fish and Wildlife, Office of Spill Prevention and Response for Oil Spill Response Equipment

The City applied for and received a grant to purchase and stage oil spill response equipment at the Pittsburg Marina for the City and other agencies to respond to oil releases in the Delta.

CONFLICT OF INTEREST STATEMENT

City Council/Agency Members may make any conflict of interest declarations pertaining to Consent Calendar items at this time.

COMBINED CITY COUNCIL, PITTSBURG ARTS AND COMMUNITY FOUNDATION, PITTSBURG POWER COMPANY, SOUTHWEST PITTSBURG GHAD II AND SUCCESSOR AGENCY CONSENT CALENDAR

8. Minutes of March 2, 2020 and March 16, 2020 Special Meeting
9. Adoption of a City Council Resolution to Approve Amendment Four to the Memorandum of Understanding between the City and Seecon for Local Transportation Mitigation Fees

In 1992 the City executed a Memorandum of Understanding (MOU) with Seecon Financial and Construction Company, Inc., North State Development Company, and A.D. Seeno Construction Company, collectively known as "Seecon" memorializing the negotiated resolution of the time period to construct the West Leland Road Extension for the San Marco Subdivision. There have been three amendments to the MOU reflecting the changes to the timing for construction and reimbursement to Seecon for the construction of West Leland Road. This fourth amendment to the MOU reflects revisions to the ultimate limits of West Leland Road to be constructed by Seecon under this MOU and increases the amount of surety provided by Seecon.

10. Adoption of a City Council Resolution Authorizing the City Manager to Execute a Professional Services Agreement for Site Reuse Assessment and Revitalization Planning Services

The City of Pittsburg has been awarded \$800,000 of Multipurpose Brownfield funding from the United States Environmental Protection Agency (EPA), and desires to retain the services of a firm to provide Site Reuse Assessments and Revitalization Planning related to brownfield sites. The Environmental Services Division has received Statement of Qualifications, conducted interviews and negotiations, and recommends the selection of De Novo Planning Group for the services

11. Adoption of a City Council Resolution to Amend the City's Personnel Rules

The Pittsburg Municipal Code delegates to the City Manager or his/her designee the responsibility of administering the City's personnel system. The current Personnel Rules were adopted in 2003 with various amendments through 2010. The current Personnel Rules have been reviewed in their entirety and updated for legal compliance, best management practices, and procedural modifications. Meet and confer sessions have been successfully conducted with all collective bargaining units to understand the impacts of the proposed amendments on represented employees.

12. Adoption of an Ordinance to Amend the Pittsburg Municipal Code, Title 15, Buildings and Construction, to Adopt by Reference the 2019 California Building Code, Residential Code, Electrical Code, Fire Code, Mechanical Code, Plumbing Code, Historical Building Code, Green Building Standards Code, Existing Building Code and Energy Code with State of California and Local Amendments

The California Building Standards Code is published every three years and amends the California Code of Regulations, Title 24. These codes are commonly referred to as the California Building Code ("Codes") and include building, plumbing, mechanical, electrical, fire, energy, residential, historical and green standards.

13. Adoption of a City Council Resolution Approving Speed Humps on Heatherwood Drive

The City's Traffic Calming Policy includes specific criteria to be used when considering the use of speed humps to calm traffic on City streets. If the City Council approves the proposed speed humps on Heatherwood Drive, installation can be scheduled later this year.

14. Adoption of a City Council Resolution Approving an Interagency Agreement with the City of San Pablo for an Interim Police Captain

If approved, the resolution will authorize the City Manager or his designee to execute an Inter-Agency Agreement between the City and the City of San Pablo, which has requested the temporary assignment of one Pittsburg Police Captain to fulfill a vacancy in the San Pablo Police Department.

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

Council Members may request items to be considered for future agendas. An item will only be brought forward with a majority vote and will appear on a future agenda with staff recommendations for further Council consideration.

COUNCIL MEMBER REMARKS

Council Members may make brief announcements or informal comments at this time. (No Action Required)

ADJOURNMENT to April 20, 2020

NOTICE TO PUBLIC

GENERAL INFORMATION

Copies of the open session agenda packets, which are distributed to the City Council, are on file in the office of the City Clerk, 65 Civic Avenue, Pittsburg, California, and are available for public inspection, beginning 72 hours in advance, during normal business hours (8:00 a.m. – 5:00 p.m., Monday through Friday, except City holidays). The full packets are also located on the City's website at www.ci.pittsburg.ca.us. If any reports or documents, which are public records, are distributed to the City Council less than 72 hours before the meeting, those reports or documents will be available for public inspection in the City Clerk's Office and on the day of the meeting in the Council Chamber at the public counter area below the dais.

SPEAKER'S CARD

Members of the audience who wish to address the City Council on issues that are not scheduled for the agenda and on any items listed as part of the agenda should complete a Speaker's Card available at the dais. Please read the card carefully in order to fill out the card properly. Submit the completed card to the City Clerk before the item is called, preferably before the meeting begins. Individuals will be given three minutes to address the Council unless additional time is allowed as provided for spokespersons. Speakers are not permitted to yield their time to another speaker. Prior to speaking, each member of the public shall state their name and business and City of residence in a clear and audible tone of voice. Pursuant to the Brown Act, no action may be taken by the City Council on items not already scheduled on the agenda; however, the City Council may refer your comments/concerns to staff or request that the item be placed on a future agenda.

PUBLIC HEARINGS

Persons who wish to speak on Public Hearings listed on the agenda will be heard when the Public Hearing is opened, except on Public Hearing items previously heard and closed to public comment. After the public has commented, the item is closed to public comment and brought to the Council/Agency level for discussion and action. Further comment from the audience will not be received unless requested by the Council/Agency.

There is a 90-day limit for the filing of a challenge in the Superior Court to certain City administrative decisions and orders which require a hearing by law, the receipt of evidence, and the exercise of discretion. The 90-day limit begins on the date the decision is final (Code of Civil Procedure Section 1094.6). Further, if you challenge an action take by the City Council in court, you may be limited, by California law, including but not limited to Government Code Section 65009, to raising only those issues you or someone else raised in the public hearing, or in written correspondence delivered to the City Council prior to or at the public hearing. The City Council may be requested to reconsider a decision if the request is made prior to the next City Council meeting, regardless of whether it is a regular or special meeting.

NOTICE TO THE DISABLED AND VISUALLY OR HEARING IMPAIRED

In compliance with the Americans with Disabilities Act, the City of Pittsburg will provide special assistance for disabled citizens. Upon request, an agenda for any meeting shall be made available in appropriate alternative formats. The Council Chamber is equipped with sound amplifier units for use by the hearing impaired. The units operate in conjunction with the Chamber's sound system. You may request the sound amplifier from the City Clerk for personal use during Council meetings. If you need special assistance to participate in this meeting, or are requesting a specially formatted agenda, please contact the City Clerk at 925-252-4850. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting or provide the requested agenda format. (28 CFR 35.102-35.104 ADA Title II)

DISRUPTIVE CONDUCT

The Council requests that you observe the order and decorum of our Council Chamber by turning off or setting to vibrate all cellular telephones, and that you refrain from making personal, impertinent, or slanderous remarks. Boisterous and disruptive behavior while the Council is in session, and the display of signs in a manner which violates the rights of others or prevents others from watching or fully participating in the Council meeting, is a violation of our Municipal Code and any person who engages in such conduct can be ordered to leave the Council Chamber by the Mayor.

LIVE MEDIA BROADCASTING ADVISEMENT

City Council meetings are webcast live on the City's website at www.ci.pittsburg.ca.us on the Streaming Media page. Past meetings are also archived on that webpage. City Council meetings are also broadcast live on CCTV, Channel 24 also re-run at a later date. For more information, please contact the City Clerk's office at 252-4850.

City Council Outside Agency / Liaison / Sub-Committees Assignments - 2020

Updated February 3, 2020

<u>OUTSIDE AGENCY BOARDS</u>	<u>COUNCIL MEMBER(S)</u>	<u>TYPE</u>	<u>MEETS</u>	<u>STAFF</u>
ABAG	Jelani Killings / Merl Craft Alternate	Standing	Annual	G. Evans
Delta Diablo**	Juan Banales / Shanelle Scales-Preston Alt.	Standing	2 nd Wednesday	F. McKinley
East Co. Co. County Habitat Conservancy	Juan Banales / Holland White Alternate	Standing	Monthly	K. Pollot
East County Water Management	Merl Craft / Holland White Alternate	Standing	Annual	F. McKinley
MCE Clean Energy Board	Shanelle Scales-Preston / Juan Banales Alt.	Standing	4 Per Year	D. Buchanan
TRANSPLAN / ECCRFFA	Juan Banales / Holland White Alternate	Standing	2 nd Thursday	J. Hecht
Tri-Delta Transit (2 reps)***	S. Scales-Preston & Merl Craft / Jelani Killings Alt.	Standing	Last Wednesday	J. Hecht
<u>LIAISON TO</u>	<u>COUNCIL MEMBER(S)</u>	<u>TYPE</u>	<u>MEETS</u>	<u>STAFF</u>
East Bay League of Calif. Cities	Jelani Killings / Juan Banales Alt.	Standing	3 rd Thursday	*Rotational
Mayor's Conference	Juan Banales / Jelani Killings Alt.	Standing	1 st Thursday	G. Evans
School Districts Committee (2x2)	Holland White & Jelani Killings / Merl Craft Alt.	Standing	4 th Thursday even months	G. Evans
<u>SUBCOMMITTEES</u>	<u>COUNCIL MEMBER(S)</u>	<u>TYPE</u>	<u>MEETS</u>	<u>STAFF</u>
CAC CDBG Subcommittee	S. Scales-Preston & Jelani Killings / Holland White Alt.	Standing	As needed	M. Aliotti
Camp Stoneman Anniversary Celebration	Merl Craft & Shanelle Scales-Preston	Ad Hoc	As needed	Evans/Simonton
City Infrastructure and Transportation	Juan Banales & S. Scales-Preston / Holland White Alt.	Standing	TBD	G. Evans
Community Services Subcommittee	Juan Banales & Holland White	Ad Hoc	As needed	G. Evans/M. Aliotti
Flag Protocols	Holland White & Shanelle Scales-Preston	Ad Hoc	As needed	J. Davis
Hills Committee	Juan Banales & Holland White / Merl Craft Alt.	Ad Hoc	As needed	G. Evans
Pittsburg Recognition Committee	Merl Craft / Juan Banales Alt.	Ad Hoc	As needed	J. Hecht
Economic Develop/Waterfront Subcommittee	Jelani Killings & Holland White / Juan Banales Alt.	Standing	Quarterly	K. Simonton
Finance Subcommittee	Jelani Killings & Juan Banales / Merl Craft Alt.	Standing	As needed	B. Farmer
Land Use Subcommittee	Juan Banales & Holland White / Merl Craft Alt.	Ad Hoc	As needed	K. Pollot
Pittsburg Arts & Community Foundation	Merl Craft & S. Scales-Preston / Jelani Killings Alt.	Standing	As needed	G. Evans
Pittsburg Police Activities League (PAL)	S. Scales-Preston & Holland White / Juan Banales Alt.	Standing	Monthly	B. Addington
Power Company Advisory	S. Scales-Preston & Holland White / Merl Craft Alt.	Standing	As needed	D. Buchanan
Sister City Committee	Jelani Killings & Merl Craft / Holland White Alt.	Ad Hoc	As needed	K. Simonton
Successor Agency Subcommittee	Merl Craft & Jelani Killings / S. Scales-Preston Alt.	Standing	As needed	M. Aliotti

*Rotational Staff as assigned by City Manager

**Stipend of \$209 per month

***Stipend of \$100 per month

COMMISSION/SUBCOMMITTEE MEETING SCHEDULE

Following is a tentative list of currently scheduled Commission meetings for the upcoming month. For further information, please visit our website at www.ci.pittsburg.ca.us and click on the CALENDAR link for meetings, dates, times and locations.

Commission	Tentative Meeting Dates
Planning Commission	2 nd and 4 th Tuesdays
Community Advisory Commission	1 st Wednesday

Planning Commission meetings are regularly held the second and fourth Tuesdays of the month in the Pittsburg City Hall Council Chambers.

Community Advisory Commission meetings are regularly held the first Wednesday of the month in the Pittsburg City Hall Council Chambers.

In addition to the Commission Meetings listed above, there are several Council Member Subcommittees that meet on an “as needed basis”. For a list of subcommittees that Council Members and staff are assigned to, please see the “Council Committee List” attached to the agenda.

Subcommittee Meetings that are anticipated to occur in the coming month vary. The meeting dates, times and locations for these meetings are yet to be determined. This information will be posted on the City’s website, www.ci.pittsburg.ca.us, as soon as it is determined. Please check the Calendar on the City’s website for information.

For further information, contact the City staff member assigned to that Commission or Subcommittee.



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

TO: Mayor and Council Members
FROM: Garrett Evans, City Manager
SUBJECT: Status of the “Envision Pittsburg” General Plan Update
MEETING DATE: April 6, 2020

EXECUTIVE SUMMARY

The Pittsburg General Plan 2020 is a state-mandated and comprehensive planning document intended to guide Pittsburg’s long-term physical growth and development. It presents a shared community vision of the City’s future and sets broad goals and policies for land use, economic development, housing, transportation, public safety, and open space. This report provides an overview of work completed to date on the Envision Pittsburg General Plan Update, next steps, and upcoming opportunities for community outreach.

FISCAL IMPACT

There is no fiscal impact associated with the recommended action.

RECOMMENDATION

City Council receive a staff presentation on the status of the Envision Pittsburg General Plan Update.

BACKGROUND

The last comprehensive update of the City’s General Plan was completed in 2001. In January 2019, the City Council authorized staff to begin the process of updating the General Plan, launching the effort now known as Envision Pittsburg.

STAFF ANALYSIS

The Envision Pittsburg General Plan Update consists of four phases: 1) Existing Conditions; 2) Vision and Land Use Alternatives; 3) General Plan; and 4) Environmental Documentation. The table below summarizes key deliverables and community meetings for each phase along with their current status. Key deliverables are shown in bold text and community meetings are italicized. Completed items are denoted with a checked box.

Phase 1 – Existing Conditions	
☒ Existing Conditions Report	November 2019
☒ Economic Trends Report	August 2019
Phase 2 – Vision and Land Use Alternatives	
☒ Visioning Workshops, Pop-Ups, and Online Survey	April – May 2019
☒ Vision and Opportunities Report	July 2019
☒ Vacant and Underutilized Sites Map	February 2020
☐ Brownfield/Opportunity Sites Identification	April 2020
☐ <i>Community Workshops (2)</i>	<i>May 2020</i>
☐ <i>Joint CC/PC Study Session</i>	<i>May 2020</i>
☐ Land Use Alternatives and Capacity Report	September 2020
☐ <i>Community Open Houses (2)</i>	<i>September/October 2020</i>
☐ <i>Joint CC/PC Meeting</i>	<i>October 2020</i>
3 – General Plan	
☐ General Plan Policy Sets	May 2020 – January 2021
☐ Youth and Recreation	May 2020
☐ Community Health and Wellness	May 2020
☐ Conservation and Open Space	June 2020
☐ Safety	July 2020
☐ Economic Development	August 2020
☐ Public Facilities and Services	October 2020
☐ Mobility	December 2020
☐ Growth Management	January 2021
☐ Land Use, Urban Design, Downtown	January 2021
☐ <i>Joint CC/PC Meetings (3)</i>	<i>May 2020 – January 2021</i>
☐ Draft General Plan	March 2021
☐ <i>Community Open House</i>	<i>March 2021</i>
☐ <i>Joint CC/PC Study Session</i>	<i>March/April 2021</i>
☐ <i>General Plan Public Hearings</i>	<i>May 2021</i>
☐ Final General Plan	July 2021
4 – Environmental Documentation	
☐ Notice of Preparation	November 2020
☐ Draft Environmental Impact Report (EIR)	March 2021
☐ Final EIR	May 2021
Adoption Hearings	
☐ <i>Planning Commission Recommendation to Council</i>	<i>July 2021</i>
☐ <i>City Council Certification and Adoption</i>	<i>August 2021</i>

Work is complete on Phase 1 (Existing Conditions). During Phase 1, two documents were prepared to help inform the *Envision Pittsburgh General Plan Update*. The first is the *Existing Conditions Report* which documents city's physical, environmental, and demographic conditions; and the second is the *Economic Trends Report* which discusses the community's economic conditions, including patterns in employment, business activity, retail sales, and non-residential real estate market. The reports were released to the public in August and November 2019 and are accessible on the Envision Pittsburgh website at www.pittsburg.generalplan.org.

Phase 2 (Vision and Land Use Alternatives) is well underway and is expected to wrap up by October 2020. As part of Phase 2, staff has completed the first round of public outreach for the *Envision Pittsburgh General Plan Update*. Between April and June 2019, staff held three visioning workshops, 10 pop-up events, and set up a dedicated project website with an online survey. Input from residents, members of the business community, property owners, and other stakeholders was summarized in the *Vision and Opportunities Report* released for public review in July 2019. The report is also available on the Envision Pittsburgh website.

The *Land Use Alternatives and Capacity Report* is the only deliverable remaining for Phase 2. The report will lay out three different land use options for accommodating the growth anticipated in Pittsburgh between now and 2040. To help inform the report, staff prepared a *Vacant and Underutilized Sites Map* in February 2020. The map identifies all vacant and underutilized parcels in the City and its sphere of influence, which includes Bay Point.

The *Land Use Alternatives and Capacity Report* was scheduled to be released in February 2020; however, staff recommends delaying its release so that it can integrate key work that will occur this summer as part of the City's *Revitalization Plan* for underutilized brownfields. The *Revitalization Plan* will be prepared with a grant from the US EPA under a separate, but parallel planning process led by the City's Environmental Affairs Division.

In May 2020, the City is planning to hold two community workshops and one joint City Council/Planning Commission study session to assist in the identification of several brownfield/opportunity sites and development of detailed land use scenarios for those sites.

When finalized, the land use scenarios for the brownfields/opportunity sites will be rolled into the *Land Use Alternatives and Capacity Report*. The report is expected to be released for public review in September 2020. Two community open houses will be held the following month to accept comments on the land use alternatives in the report. The alternatives and comments will be presented to the City Council and Planning Commission at a joint meeting scheduled for October 2020. At that time, the City Council and Planning Commission will consider the preferred land use alternative to be used in the Draft General Plan and Environmental Impact Report (EIR).

Staff anticipates the Draft General Plan and Draft EIR will be ready for public review in March 2021.

ATTACHMENTS:

1. Presentation Slides
2. Project Schedule

Report Prepared By: Hector J. Rojas, AICP, Senior Planner



ENVISION
Pittsburg

General Plan Status

Pittsburg Planning Division

April 6, 2020

Work Status



Phase 1
**Existing
Conditions**

Completed

February 2019 to
August 2019

Phase 2
**Vision and
Land Use
Alternatives**

Underway

April 2019 to
October 2020

Phase 3
General Plan

Underway

October 2019 to
July 2021

Phase 4
**Environmental
Documentation**

Not Yet Begun

November 2020 to
May 2021

2 | Vision and Land Use Alternatives



ENVISION
Pittsburgh

Phase 2 Tasks

Visioning Workshops, Pop-Ups, and Online Survey

Completed

Vision and Opportunities Report

Completed

Vacant and Underutilized Sites Map

Completed

Brownfield/Opportunity Sites Identification

April 2020

- Community Workshops (2)

May 2020

- Joint CC/PC Study Session

May 2020

Land Use Alternatives and Capacity Report

September 2020

- Community Open Houses (2)

September/October 2020

- Joint CC/PC Meeting

October 2020

3 | General Plan



Phase 3 Tasks

General Plan Policy Sets:

Youth and Recreation; Community Health and Wellness

May 2020

Conservation and Open Space

June 2020

Safety

July 2020

Economic Development

August 2020

Public Facilities and Services

October 2020

Mobility

December 2020

Growth Management; Land Use, Urban Design, Downtown

January 2020

- Joint CC/PC Meetings (3)

May 2020 – January 2021

3 | General Plan



Phase 3 Tasks (continued)

Draft General Plan

- Community Open House
- Joint CC/PC Study Session
- General Plan Public Hearings

March 2021

March 2021

March/April 2021

May 2021

Final General Plan

July 2021

4 | Environmental Documentation



Phase 4 Tasks

Notice of Preparation	November 2020
Draft Environmental Impact Report (EIR)	March 2021
Final EIR	May 2021

Adoption Hearings

• Planning Commission Recommendation to City Council	July 2021
• City Council Certification and Adoption	August 2021

Upcoming Outreach



2

Community
Workshops

3

Open
Houses

2

Online
Surveys

30-50

Stakeholder
Interviews

6

Joint CC/PC
Meetings

2+

Adoption
Hearings

Keep Informed & Involved!



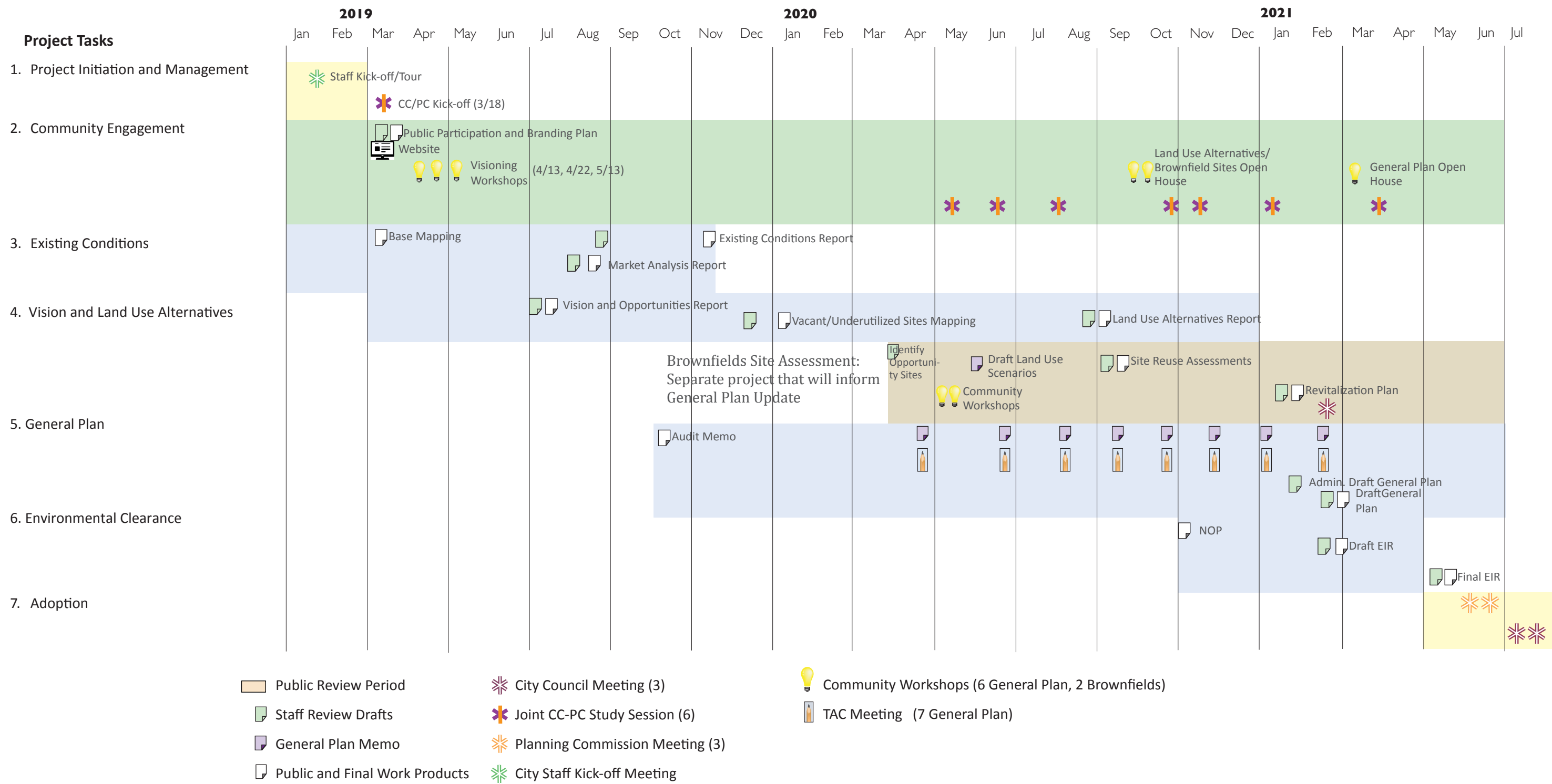
Contact: Hector Rojas, Senior Planner
hrojas@ci.pittsburg.ca.us

OR

Kristin Pollot, Planning Manager
kpollot@ci.pittsburg.ca.us

www.pittsburg.generalplan.org

PROJECT SCHEDULE





**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of 1) an Urgency Ordinance Establishing Emergency Regulations Related to Residential Evictions, and 2) an Urgency Ordinance Establishing Emergency Regulations Related to Commercial Evictions

MEETING DATE: April 6, 2020

EXECUTIVE SUMMARY

On March 16, 2020, the City Council held a special meeting and voted unanimously to proclaim the existence of a local emergency in response to the Coronavirus (“COVID-19”) pandemic. The proposed urgency ordinances would establish emergency regulations related to evictions of residential and commercial tenants, and place a moratorium on eviction for non-payment of rent due to loss of income because of COVID-19 or other “no-fault” evictions. If adopted, the proposed ordinances would take effect immediately.

FISCAL IMPACT

These urgency ordinances would not have any direct fiscal impact to the City.

RECOMMENDATION

Staff recommends that the City Council take the following actions:

1. adopt the attached Urgency Ordinance Regarding Residential Evictions During the COVID-19 Local Emergency; and
2. adopt the attached Urgency Ordinance Regarding Commercial Evictions During the COVID-19 Local Emergency.

BACKGROUND

On March 3, 2020, the first case of COVID-19 in Contra Costa County was confirmed. The following day, the Governor of the State of California, Gavin Newsom, declared a state of emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for

broader spread of COVID-19. This was followed by the March 10, 2020, Contra Costa County Board of Supervisors emergency proclamation to respond to COVID-19.

On March 16, 2020, the City Council held a special meeting and voted unanimously to proclaim the existence of a local emergency in response to the COVID-19 pandemic. Also on March 16, Health Officers from Contra Costa and other Bay Area Counties issued an Order requiring residents to shelter-in-place in order to slow the spread of COVID-19, and Governor Newsom issued Executive Order N-28-20, which suspended, “[a]ny provision of state law that would preempt or otherwise restrict a local government’s exercise of its police power to impose substantive limitations on residential or commercial evictions,” of certain tenants affected by the COVID-19 pandemic.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The Centers for Disease Control and Prevention, the California Department of Health, and the Contra Costa County Health Officer have all issued recommendations including but not limited to social distancing, staying home if sick, canceling or postponing large group events, working from home, and other precautions to protect public health and prevent transmission of this communicable virus. As a result of the public health emergency and the precautions recommended by health authorities, many tenants in Pittsburg have experienced or may soon experience, sudden and unexpected income loss.

During this local emergency, staff believes it is in the interest of protecting the public health and preventing transmission of COVID-19, to avoid unnecessary housing displacement, as well as to protect businesses that may be affected by loss of income, particularly those businesses deemed to be non-essential and are not allowed to operate during the shelter-in-place order.

The proposed ordinances would place a moratorium on residential and commercial evictions due to inability to pay rent or for “no-fault,” meaning any eviction for which the notice to terminate tenancy is not based on alleged fault by the tenant. Tenants would be required to provide notice to landlords within 30 days after failing to pay rent and must pay rent prorated to financial impact. The ordinance would remain in effect for the duration of the local emergency, and would not relieve any tenant of liability for the unpaid rent, which the landlord may seek after termination of the local emergency and must be paid within six months of the termination of the local emergency.

ATTACHMENTS:

1. Urgency Ordinance Regarding Residential Evictions During COVID-19 Local Emergency
2. Urgency Ordinance Regarding Commercial Evictions During COVID-19 Local Emergency
3. Staff Presentation

Report Prepared By: Jordan Davis, Assistant to the City Manager

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Urgency Ordinance Regarding) ORDINANCE NO. 20-_____
Residential Evictions During the)
COVID-19 Local Emergency)

WHEREAS, pursuant to the City's police power under Article XI Section 7 of the California Constitution, the City Council of the City of Pittsburg has the authority to enact and enforce ordinances and regulations for the public peace, morals, and welfare of the City and its residents; and

WHEREAS, international, national, state, and local health and governmental authorities are responding to an outbreak of respiratory disease caused by a novel coronavirus known as COVID-19 ("COVID-19"); and

WHEREAS, on March 3, 2020, the first case of COVID-19 in Contra Costa County was confirmed; and

WHEREAS, on March 4, 2020, the Governor of the State of California declared a state of emergency due to COVID-19; and

WHEREAS, on March 6, 2020, Contra Costa Health Services (CCHS) released community guidelines for reducing the spread of COVID-19 and issued further guidelines on March 10; and

WHEREAS, on March 10, 2020, the Contra Costa County Board of Supervisors issued an emergency proclamation to respond to COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States declared a national emergency due to COVID-19; and

WHEREAS, on March 16, 2020, Health Officers from Contra Costa and other Bay Area counties ordered residents to shelter in place; and

WHEREAS, on March 16, 2020, the City Council held a special meeting and voted unanimously to proclaim the existence of a local emergency in response to the COVID-19 pandemic; and

WHEREAS, on March 16, 2020, the Governor of the State of California issued Executive Order N-28-20, wherein he found that "the economic impacts of COVID-19 have been significant and could threaten to undermine Californians' housing security and the stability of California businesses," and that "many Californians are experiencing substantial losses of income as a result of business closures, the loss of hours or wages, or layoffs related to COVID-19, hindering their ability to keep up with their rents,

mortgages, and utility bills;" and

WHEREAS, the Executive Order suspended, "[a]ny provision of state law that would preempt or otherwise restrict a local government's exercise of its police power to impose substantive limitations on residential or commercial evictions," of tenants affected by the COVID-19 pandemic; and

WHEREAS, numerous businesses in Pittsburg have closed or are operating on reduced hours, most schools and daycare centers have closed, and as a result many employers have laid off or need to lay off employees; and

WHEREAS, during the local emergency and in the interest of public health and safety, it is essential to provide residential tenants with short-term protection from eviction due to the inability to pay rent and avoid increasing homelessness by minimizing displacement; and

WHEREAS, for the reasons set forth above, this ordinance is declared by the City Council to be necessary for preserving the public welfare, health, and safety, and for avoiding a current, immediate and direct threat to the health, safety and welfare of the community, and the recitals taken together constitute the City Council's statement of the reasons constituting such necessity and urgency.

NOW, THEREFORE, the City Council of the City of Pittsburg Does ORDAIN as follows:

Section 1. Findings. The City Council finds that each fact set forth in the preceding recitals is true and correct and incorporated by reference.

Section 2. Moratorium on Evictions. During the period of local emergency declared in response to COVID-19:

A. For residential properties, no landlord shall endeavor to evict a tenant in either of the following situations: (1) for non-payment of rent if the tenant demonstrates that the tenant is unable to pay rent due to the financial impacts related to COVID-19 or (2) for a no-fault eviction unless necessary for the health and safety of tenants, neighbors, or the landlord. A landlord who knows that a tenant cannot pay some or all of the rent temporarily for the reasons set forth above shall not serve a notice pursuant to California Code of Civil Procedure Section 1161(2), file or prosecute an unlawful detainer action based on a three-day pay or quit notice, or otherwise seek to evict for non-payment of rent.

B. A landlord knows of a tenant's inability to pay rent within the meaning of this ordinance if the tenant, within 30 days after the date that rent is due, notifies the landlord in writing, including by email or text, of the inability to pay full rent due to financial impacts related to COVID-19, and provides documentation to support the claim. Any medical or financial information provided to the landlord shall be held in

confidence and used only for evaluating the tenant's claim.

C. If the tenant suffers only a partial loss of income, the tenant shall pay the pro-rated share of rent.

D. Nothing in this ordinance shall relieve the tenant of liability for the unpaid rent, which the landlord may seek after termination of the local emergency and the tenant must pay within six months of the termination of the local emergency. A landlord may not charge or collect a late fee for rent that is delayed for the reasons stated in this ordinance.

E. For purposes of this Ordinance, the following definitions apply:

(i) "Financial impacts related to COVID-19" means a substantial decrease in household income (including but not limited to a substantial decrease in household income caused by layoffs or a reduction in the number of compensable hours of work), or substantial out-of-pocket medical expenses, and the decrease in household or business income or the out-of-pocket medical expenses was caused by the COVID-19 pandemic or by any federal, state or local government recommendation to self-quarantine or shelter in place, and is documented.

(ii) "No-fault eviction" refers to any eviction for which the notice to terminate tenancy is not based on alleged fault by the residential tenant.

F. This ordinance may be asserted as an affirmative defense in an unlawful detainer action. Any failure to comply with this ordinance does not constitute a criminal offense.

G. This ordinance applies to nonpayment eviction notices no-fault eviction notices served on or after the March 16, 2020, proclamation of local emergency.

SECTION 3. Effective Date. This Ordinance takes effect immediately upon enactment.

SECTION 4. Duration. This Ordinance shall remain in effect until termination of the local emergency.

SECTION 5. Uncodified. This Ordinance shall not be codified.

SECTION 6. Severability. If any section, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions.

SECTION 7. Publication. The City Clerk shall either (a) have this ordinance published once within 15 days after adoption in a newspaper of general circulation or (b) have a summary of the ordinance published twice in a newspaper of general circulation, once 5 days before its adoption and again 20 days after its adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 6th day of April 2020, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Mayor

ATTEST:

Alice E. Evenson, City Clerk

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Urgency Ordinance Regarding) ORDINANCE NO. 20-_____
Commercial Evictions During the)
COVID-19 Local Emergency)

WHEREAS, pursuant to the City's police power under Article XI Section 7 of the California Constitution, the City Council of the City of Pittsburg has the authority to enact and enforce ordinances and regulations for the public peace, morals, and welfare of the City and its residents; and

WHEREAS, international, national, state, and local health and governmental authorities are responding to an outbreak of respiratory disease caused by a novel coronavirus known as COVID-19 ("COVID-19"); and

WHEREAS, on March 3, 2020, the first case of COVID-19 in Contra Costa County was confirmed; and

WHEREAS, on March 4, 2020, the Governor of the State of California declared a state of emergency due to COVID-19; and

WHEREAS, on March 6, 2020, Contra Costa Health Services (CCHS) released community guidelines for reducing the spread of COVID-19 and issued further guidelines on March 10; and

WHEREAS, on March 10, 2020, the Contra Costa County Board of Supervisors issued an emergency proclamation to respond to COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States declared a national emergency due to COVID-19; and

WHEREAS, on March 16, 2020, Health Officers from Contra Costa and other Bay Area counties ordered residents to shelter in place; and

WHEREAS, on March 16, 2020, the City Council held a special meeting and voted unanimously to proclaim the existence of a local emergency in response to the COVID-19 pandemic; and

WHEREAS, on March 16, 2020, the Governor of the State of California issued Executive Order N-28-20, wherein he found that "the economic impacts of COVID-19 have been significant and could threaten to undermine Californians' housing security and the stability of California businesses," and that "many Californians are experiencing substantial losses of income as a result of business closures, the loss of hours or wages, or layoffs related to COVID-19, hindering their ability to keep up with their rents,

mortgages, and utility bills;" and

WHEREAS, the Executive Order suspended, "[a]ny provision of state law that would preempt or otherwise restrict a local government's exercise of its police power to impose substantive limitations on residential or commercial evictions," of tenants affected by the COVID-19 pandemic; and

WHEREAS, numerous businesses in Pittsburg have closed or are operating on reduced hours, most schools and daycare centers have closed, and as a result many employers have laid off or need to lay off employees; and

WHEREAS, during the local emergency and in the interest of public health and safety, it is essential to provide commercial tenants with short-term protection from eviction due to the inability to pay rent and avoid unnecessary displacement of commercial businesses; and

WHEREAS, for the reasons set forth above, this ordinance is declared by the City Council to be necessary for preserving the public welfare, health, and safety, and for avoiding a current, immediate and direct threat to the health, safety and welfare of the community, and the recitals taken together constitute the City Council's statement of the reasons constituting such necessity and urgency.

NOW, THEREFORE, the City Council of the City of Pittsburg Does ORDAIN as follows:

Section 1. Findings. The City Council finds that each fact set forth in the preceding recitals is true and correct and incorporated by reference.

Section 2. Moratorium on Evictions. During the period of local emergency declared in response to COVID-19:

A. For commercial properties, no landlord shall endeavor to evict a commercial tenant for non-payment of rent if a commercial tenant is unable to pay rent due to financial impacts related to COVID-19. A landlord who knows that a tenant cannot pay some or all of the rent temporarily for the reasons set forth above shall not serve a notice pursuant to California Code of Civil Procedure Section 1161(2), file or prosecute an unlawful detainer action based on a three-day pay or quit notice, or otherwise seek to evict for non-payment of rent.

B. A landlord knows of a tenant's inability to pay rent within the meaning of this ordinance if the tenant, within 30 days after the date that rent is due, notifies the landlord in writing, including by email or text, of the inability to pay full rent due to financial impacts related to COVID-19, and provides documentation to support the claim. Any medical or financial information provided to the landlord shall be held in confidence and used only for evaluating the tenant's claim.

C. If the tenant suffers only a partial loss of income, the tenant shall pay the pro-rated share of rent.

D. Nothing in this ordinance shall relieve the tenant of liability for the unpaid rent, which the landlord may seek after termination of the local emergency and the tenant must pay within six months of the termination of the local emergency. A landlord may not charge or collect a late fee for rent that is delayed for the reasons stated in this ordinance.

E. For purposes of this Ordinance, the following definitions apply:

(i) "Financial impacts related to COVID-19" means a substantial decrease in business income (including but not limited to a substantial decrease in business income caused by a reduction in open hours or consumer demand) caused by the COVID-19 pandemic or by any federal, state or local government recommendation to self-quarantine or shelter in place, and is documented.

(ii) "No-fault eviction" refers to any eviction for which the notice to terminate tenancy is not based on alleged fault by the commercial tenant.

F. This ordinance may be asserted as an affirmative defense in an unlawful detainer action. Any failure to comply with this ordinance does not constitute a criminal offense.

G. This ordinance applies to nonpayment eviction notices no-fault eviction notices served on or after the March 16, 2020, proclamation of local emergency.

SECTION 3. Effective Date. This Ordinance takes effect immediately upon enactment.

SECTION 4. Duration. This Ordinance shall remain in effect until termination of the local emergency.

SECTION 5. Uncodified. This Ordinance shall not be codified.

SECTION 6. Severability. If any section, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions.

SECTION 7. Publication. The City Clerk shall either (a) have this ordinance published once within 15 days after adoption in a newspaper of general circulation or (b) have a summary of the ordinance published twice in a newspaper of general circulation, once 5 days before its adoption and again 20 days after its adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 6th day of April 2020, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Mayor

ATTEST:

Alice E. Evenson, City Clerk



City of
Pittsburgh

Adoption of Residential and Commercial Eviction Moratorium Ordinances

1

Background



- **March 10:** Contra Costa Board of Sups. issues emergency proclamation due to COVID-19
- **March 13:** President of the United States declared a national emergency due to COVID-19
- **March 16:**
 - CC Health officials order shelter in place
 - City Council proclaims local emergency
 - Governor issues Executive Order N-28-20
- **60+ jurisdictions** have adopted moratoriums

2

Executive Order N-28-20



- **Found that COVID-19:**
 - Could threaten housing security and businesses
 - Is causing losses of income or layoffs, hindering the ability of Californians to keep up with bills
- **Suspended:** provisions of state law preempting or otherwise restricting a local government's ability to impose substantive limitations on residential or commercial evictions

Intent of Eviction Ordinances



- Give tenants who have suffered loss of income additional time to make rent
- Help prevent small local businesses from closing
- Avoid unnecessary housing displacement and increased homelessness
- Prevent no-fault evictions
- Reduce potential spread of COVID-19

Key Considerations



- Moratoriums on residential and commercial evictions for inability to pay rent or “no-fault,”
- Tenant required to provide notice and documentation to landlords within 30 days after failing to pay rent
- Tenant shall pay rent pro-rated to financial impact
- No late fees or other penalties may be assessed
- Would not relieve tenant of liability for unpaid rent (due w/in 6 months of end of local emergency)
- Ordinance in effect immediately and for the duration of local emergency

Recommendation



Staff recommends the City Council:

1. Adopt an Urgency Ordinance Regarding Residential Evictions During the COVID-19 Local Emergency; and
2. Adopt an Urgency Ordinance Regarding Commercial Evictions During the COVID-19 Local Emergency.



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of City Council, Pittsburg Power Company and Southwest Pittsburg GHAD II Resolutions to Authorize Necessary Budget Adjustments based on Year-End Projections

MEETING DATE: April 6, 2020

EXECUTIVE SUMMARY

Staff has completed a Mid-Year Review of the Fiscal Year 2019-20 budget and has determined that operating and capital improvement budget adjustments are necessary to meet year-end projections.

FISCAL IMPACT

The proposed amendment to the City of Pittsburg Operating Budget for Fiscal Year (FY) 2019-20 contains an overall increase of Fund Balance Citywide by \$2,112,905 (increase in Revenue of \$1,343,775 and decrease in Expenditure of \$769,130. Included in the total proposed amendments are: a net increase to the General Fund of \$559,370; a net decrease to Internal Service Funds of \$147,554; net increase to Enterprise Funds by \$1,253,107; net increase to Special Revenue Funds by \$402,400; net increase to Capital Improvement Projects by \$174,682; net reduction to Debt Service Funds by \$246,436, and net increase to Successor Agency to Redevelopment by \$117,336.

RECOMMENDATION

City Council approve the resolutions to authorize various budget adjustments necessary to cover anticipated revenues and expenditures for the current fiscal year, as detailed in the background section of this report.

BACKGROUND

Council adopted the FY 2019-20 Budget on June 17, 2019 and has made various amendments during the current fiscal year. At mid-year, all departments reviewed their budgets to determine if any subsequent budget adjustments were needed for the remaining year. This involved a detailed review and analysis of all City revenues and expenditures during the fiscal year. This report will discuss material variances, if any, from the previously

amended budget and recommend mid-year adjustments if needed. The mid-year financial analysis provides the financial starting point for the subsequent year's Operating Budget.

SUBCOMMITTEE FINDINGS

On February 18, 2020, the Finance Subcommittee met to review the City-Wide Mid-Year Budget projections. The Finance Subcommittee considered all changes in both revenues and expenses City-wide.

STAFF ANALYSIS

The two tables below provide an overview of all City Funds Revenues, Expenditures and impact on Fund Balance. Included in the tables are the Proposed Amendments for year-end revenues and expenses for FY 2019-20 and any noteworthy variances from budget.

GENERAL FUND REVENUES, EXPENDITURES, & FUND BALANCES

Table 1 provides listing of the major General Fund Revenue and Expenditure categories. Based on FY 2019-20 staff projects General Fund revenues and expenses will reduce the use of funds by \$559,370. This increase is primarily due to the following:

Revenues

With half the fiscal year over by December, revenues and expenditures should be at or around 50% of budget, barring timing differences. Accordingly, year-end projections for the fiscal year have been made wherever possible or necessary, anticipating differences due to timing and are presented in Table 1 on next page. The proposed budget amendments add a total of \$573,484 to revenues as follows:

- **Taxes:** Based on current year collections, the amendment proposes reduction to Sales Taxes of \$239,975, primarily due to decrease in transportation and construction businesses, which are partially offset by increases in Motor Vehicle In-Lieu of \$116,962, Franchise Taxes of \$72,851, and Transient Occupancy Tax of \$25,000.
- **Fines & Forfeitures:** Based on year-to-date trends, an increase in Fines and Forfeitures by \$53,711 should be realized.
- **Successor Agency RDA Pass-through Payments:** With increases to property values and reductions in debt service, the Successor Agency is projected to increase Pass-through payments by \$526,028 in the current year.

TABLE 1. Fiscal Year 2019-20 General Fund Revenue, Expenditure & Fund Balance

	Amended Budget	Proposed Amendments	Projected Year End
Revenues			
Admin Overhead	\$ 1,763,520	\$ -	\$ 1,763,520
Community Benefit and City Services Fees	623,553	6,054	629,607
Fines and Forfeitures	471,675	53,711	525,386
Franchise Tax	4,277,010	72,851	4,349,861
Intergovernmental	1,472,798	21,909	1,494,707
Motor Vehicle In-Lieu Tax	5,230,000	116,962	5,346,962
Other Revenues	2,224,415	(4,696)	2,219,719
Other Taxes	810,000	-	810,000
Permits, Licenses and Fees	1,594,250	11,200	1,605,450
Prop 172 Public Safety	625,000	15,000	640,000
Property Tax	4,230,000	(36,166)	4,193,834
Sales Tax	9,437,000	(106,000)	9,331,000
Sales Tax - Measure M	4,723,918	(133,975)	4,589,943
Service Fees	2,502,382	(25,394)	2,476,988
Successor Agency RDA Pass Thru	1,123,972	526,028	1,650,000
Transfer in from CFDs	2,065,000	-	2,065,000
Transfer In from Other City Funds	2,967,677	-	2,967,677
Transient Occupancy Tax	850,000	25,000	875,000
Use of Money and Property	219,000	31,000	250,000
Total Revenues	47,211,170	573,484	47,784,654
Expenditures			
Allocation Charges	5,228,245	43,230	5,271,475
Capital Expense	1,346,689	-	1,346,689
Other Expense	3,665,674	260,659	3,926,333
Personnel	33,678,254	(291,617)	33,386,637
Professional Services	3,234,369	1,842	3,236,211
Transfers Out	1,404,226	-	1,404,226
Total Expenditures	48,557,457	14,114	48,571,571
Net Change in Fund Balance	\$ (1,346,287)	\$ 559,370	\$ (786,917)

Expenditures

The amended budget has \$48,557,457 in General Fund expenditures and proposed amendment requests another \$14,114. These adjustments are in the following categories:

- **Personnel:** The City adopted a General Fund personnel budget of \$33,678,254. The proposed amendment will reduce projection at year end by \$291,617. This reduction is due to vacancies in authorized positions which are currently being recruited for and is not expected to continue into next fiscal year.

- Other Expenses: The proposed amendment to Other Expenses and Allocation Charges will add \$303,889 to the adopted budget. The main component of this increase is the increased insurance costs associated which came in higher due to results of the insurance pool the City participates in for our insurance needs.

OTHER FUNDS

Table 2 provides listing of all City Funds Revenues and Expenditures. Except for the above General Fund explanation below are highlights by fund type for the remaining funds.

Internal Service Funds

The proposed amendment to Internal Service Funds will increase use of Fund Balance by \$147,554 which is primarily due to the settlement of disputed prior years telephone contract services and the specialty equipment to outfit three police vehicles.

Enterprise Funds

The proposed amendments to Enterprise Funds will increase Fund Balance by \$1,253,107. This increase is due to completion of the initial dredging project under budget and personnel cost savings due to four positions being vacant during the first half of FY 2019-20.

Pittsburg Power Fund Balance is projected to increase by \$80,716 resulting from a combination of salary savings of \$17,436 and interest earnings from investments of \$63,280.

Special Revenue Funds

The proposed amendments will reduce the use of Special Revenues Fund Balance by \$402,400 (increased revenues of \$341,475 and decreased expenditures of \$60,925).

The Geologic Hazard Abatement District (GHAD) Fund Balance is projected to increase by \$66,171 due to proposed increase in revenue of \$34,039 and salary savings of \$32,132 due to a vacant position.

Capital Improvement Projects

The net of proposed amendments to Capital Improvement Project funds will increase Fund Balance by \$174,682 due to revenue from Bailey Road Maintenance Surcharge previously underbudgeted in the originally adopted budget.

TABLE 2. Fiscal Year 2019-20 All Funds

	Proposed Amendments		
	Revenue	Expenditure	Net
General Fund	\$ 573,484	\$ 14,114	\$ 559,370
Internal Service Funds	(25,983)	121,571	(147,554)
Island Energy	20,358	(95,922)	116,280
Marina	214,070	122,145	91,925
Pittsburg Power	63,280	(17,436)	80,716
Sewer Facility Reserve Funds	(192,289)	-	(192,289)
Sewer Operating	(78,885)	(127,069)	48,184
Water Facility Reserve Funds	96,272	(50,000)	146,272
Water Front Operation	26,654	(410,991)	437,645
Water Operating	250,347	(274,027)	524,374
Total Enterprise Funds	399,807	(853,300)	1,253,107
Asset Seizure Fund	18,829	-	18,829
California Theatre	36,984	80,800	(43,816)
CFD's	84,295	(1,769)	86,064
Economic Development	(57,816)	(16,921)	(40,895)
Emergency Operations Center	124	(5,650)	5,774
Environmental Affairs Grants	33,901	(459)	34,360
Gas Tax	40,981	(14,519)	55,500
Gas Tax - Road Maint & Rehab (RMRA)	46,343	-	46,343
General Plan Update	4,200	-	4,200
Geological Abatement (GHAD) and Administration	34,039	(32,132)	66,171
Golf Course	-	(4,250)	4,250
Hillview Jr. High Athletic Field	4,800	-	4,800
Housing - CDBG, HOME, Sec 8, CalHome, SA	(117,272)	(41,576)	(75,696)
Impact Fee Funds	2,700	-	2,700
Lighting & Landscape	(120,698)	35,868	(156,566)
Marina Vista Field Replacement Fund	16,300	-	16,300
Measure J Tax Fund	43,169	-	43,169
NPDES - Stormwater Fund	-	61,520	(61,520)
Police/Recreation/HR Grants	238,096	(75,676)	313,772
Public, Education & Government Fees (PEG)	-	(19,000)	19,000
Solid Waste Fund	32,500	(27,161)	59,661
Total Special Revenue Funds	341,475	(60,925)	402,400
Capital Improvement Projects	173,680	(1,002)	174,682
Debt Service - Pension, A.D., Water Rev	(246,436)	-	(246,436)
Successor Agency to Redevelopment	127,748	10,412	117,336
GRAND TOTAL	\$ 1,343,775	\$ (769,130)	\$ 2,112,905

Debt Service

A decrease in fund balance by \$246,436 resulting from a reduction of Property Tax Assessments associated with previously collected amounts from Assessment District 2011-1.

Successor Agency

The proposed revenue amendment will increase fund balance by \$117,336 due to interest earnings on bond reserves.

Summary

Overall the total Proposed Amendments to the adopted budget will increase the overall City's fund balance by \$2,112,905. This reflects the good stewardship that Council and staff has for the funds entrusted by the residents and businesses of the City of Pittsburgh.

ATTACHMENTS:

City Council Resolution
Geologic Hazard Abatement District II Resolution
Pittsburg Power Company Resolution
Mid-Year Power Point Presentation FY 19-20

Report Prepared By: Janielyn Bayona, Finance Division Manager

Reviewed By: Brad Farmer, Director of Finance



City of
Pittsburgh

Fiscal Year 2019-20
Mid-Year Budget

Agenda



General Fund Overview

Other Funds Overview

Estimated Reserve Levels

General Fund



	Amended Budget	Year End Estimate	Difference	% Difference
Revenues	\$ 47,211,170	\$ 47,784,654	\$ 573,484	1.21%
Expenses	48,557,457	48,571,571	14,114	0.03%
Net	<u>\$ (1,346,287)</u>	<u>\$ (786,917)</u>	<u>\$ 559,370</u>	

General Fund – Revenues



	Amended	YE Estimate	Difference
Sales Tax	\$ 14,160,918	\$ 13,920,943	\$ (239,975)
Property Tax	10,085,000	10,180,796	95,796
Transfers In	5,032,677	5,032,677	-
Franchise Tax	4,277,010	4,349,861	72,851
Intergovernmental	3,236,318	3,258,227	21,909
Service & Comm Dev. Fees	3,125,935	3,106,595	(19,340)
Other Revenues	2,915,090	2,995,105	80,015
Other Taxes	1,660,000	1,685,000	25,000
Successor Agency Pass Thru	1,123,972	1,650,000	526,028
Permits, Licenses and Fees	1,594,250	1,605,450	11,200
Total	<u>\$ 47,211,170</u>	<u>\$ 47,784,654</u>	<u>\$ 573,484</u>

General Fund – Expenses



	Amended	YE Estimate	Difference
Personnel	\$ 33,678,254	\$ 33,386,637	\$ (291,617)
Allocation Charges	5,228,245	5,271,475	43,230
Other Expenses	3,665,674	3,926,333	260,659
Professional Services	3,234,369	3,236,211	1,842
Transfers Out	1,404,226	1,404,226	-
Capital Expenses	1,346,689	1,346,689	-
Total - Expenses	<u>\$ 48,557,457</u>	<u>\$ 48,571,571</u>	<u>\$ 14,114</u>
Net Fund Balance	<u>\$ (1,346,287)</u>	<u>\$ (786,917)</u>	<u>\$ 559,370</u>

Other Funds Overview – Internal Service



	Revenues	Expenses	Net
Internal Service Funds	\$ (25,983)	\$ 121,571	\$ (147,554)

Internal Service Funds consist of:

Building Maintenance	Employee Fringe Benefits
Fleet Maintenance	Information Technology
Insurance	Other Post Employment Benefits
Pension Trust	

Other Funds Overview – Enterprise



	Proposed Amendments		
	Revenues	Expenses	Net
Island Energy	\$ 20,358	\$ (95,922)	\$ 116,280
Marina	214,070	122,145	91,925
Pittsburg Power	63,280	(17,436)	80,716
Sewer Facility Reserve	(192,289)	-	(192,289)
Sewer Operating	(78,885)	(127,069)	48,184
Water Facility Reserve	96,272	(50,000)	146,272
Water Front Operation	26,654	(410,991)	437,645
Water Operating	250,347	(274,027)	524,374
Total Enterprise Funds	\$ 399,807	\$ (853,300)	\$ 1,253,107

7

Other Funds Overview – Special Revenue



	Proposed Amendments		
	Revenues	Expenses	Net
Asset Seizure	\$ 18,829	\$ -	\$ 18,829
CA Theatre	36,984	80,800	(43,816)
CFD's	84,295	(1,769)	86,064
Economic Development	(57,816)	(16,921)	(40,895)
ER Operations Center	124	(5,650)	5,774
Enviromental Affairs Grants	33,901	(459)	34,360
Gas Tax	40,981	(14,519)	55,500
Gas Tax - RMRA	46,434	-	46,434
General Plan Update	4,200	-	4,200

Other Funds Overview – Special Revenue



	Proposed Amendments		
	Revenues	Expenses	Net
Geological Abatement	\$ 34,039	\$ (32,132)	\$ 66,171
Golf Course	-	(4,250)	4,250
Hillview Jr. High Field			
Replacement	4,800	-	4,800
Housing - CDBG, HOME,			
Section 8, CalHome, SA	(117,272)	(41,576)	(75,696)
Impact Fee	2,700	-	2,700
Lighting and Landscape	(120,698)	35,868	(156,566)
Marina Vista Field			
Replacement	16,300	-	16,300

Other Funds Overview – Special Revenue



	Proposed Amendments		
	Revenues	Expenses	Net
Measure J	\$ 43,169	\$ -	\$ 43,169
NPDES - Stormwater	-	61,520	(61,520)
Grants - PD/Rec/HR	238,096	(75,676)	313,772
Public Education & Governmental Fees (PEG)	-	(19,000)	19,000
Solid Waste	32,500	(27,161)	59,661
Total Special Revenue	\$ 341,475	\$ (60,925)	\$ 402,400

Other Funds Overview – Other Fund Types



	Proposed Amendments		
	Revenues	Expenses	Net
Capital Improvement	\$ 173,680	\$ (1,002)	\$ 174,682
Debt Service	(246,436)	-	(246,436)
SA to Redevelopment	127,748	10,412	117,336

Ending Fund Reserve Levels – 30% required



	Projected Fund Balance @ 6/30/2020	Reserve Level %
General & Budget Stabilization	\$ 21,102,959	46.20%
<u>Internal Service Funds:</u>		
Information & Communications	\$ 1,137,332	74.39%
Fleet Maintenance	794,322	40.66%
Building Maintenance	822,188	32.28%
Fringe Benefits	989,017	43.61%
Liability Insurance	600,000	30.45%

Ending Fund Reserve Levels – 30% required



	Projected Fund Balance @ 6/30/2020	Reserve Level %
<u>Enterprise Funds:</u>		
Water Operations	13,261,896	63.78%
Sewer Operations	1,372,710	44.61%
Waterfront Operations	598,925	53.52%
Marina	1,042,169	45.69%
Island Energy	2,475,503	40.89%
Pittsburg Power	2,824,838	138.67%

Recommendation



City Council approve the resolutions submitted, authorizing adjustments to both revenues and expenditures for the current fiscal year as outlined in the presentation and staff report.

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

A Resolution Authorizing Necessary)
Budget Adjustments Based on)
Year-End Projections)

RESOLUTION NO. 20-

The Pittsburgh City Council FINDS AND DETERMINES as follows:

WHEREAS, on June 17, 2019 the City Council of the City of Pittsburgh adopted the Fiscal Year 2019-20 Budget with spending limits across funds (Resolution No. 19-13643); and

WHEREAS, changes to spending limits through the year are necessary to account for unexpected opportunities, unforeseen changes, or if city's financial position changes and additional spending authority is required to meet the needs of the City; and

WHEREAS, staff has completed the mid-year review and analysis of the Fiscal Year 2019-20 budget; and

WHEREAS, it has been determined that budget adjustments are necessary to fund certain operating expenditures.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Pittsburgh as follows:

1. The Finance Director or his/her designee is hereby authorized to approve payment of goods and services received by the City of Pittsburgh in accordance with the City's approved budget, programs and policies.
2. Funds are hereby appropriated, and the budget is hereby amended by fund for Fiscal Year 2019-20 as follows:

TABLE 2. Fiscal Year 2019-20 All Funds			
	Proposed Amendments		
	Revenue	Expenditure	Net
General Fund	\$ 573,484	\$ 14,114	\$ 559,370
Internal Service Funds	(25,983)	121,571	(147,554)
Island Energy	20,358	(95,922)	116,280
Marina	214,070	122,145	91,925
Sewer Facility Reserve Funds	(192,289)	-	(192,289)
Sewer Operating	(78,885)	(127,069)	48,184
Water Facility Reserve Funds	96,272	(50,000)	146,272
Water Front Operation	26,654	(410,991)	437,645
Water Operating	250,347	(274,027)	524,374
Total Enterprise Funds	336,527	(835,864)	1,172,391
Asset Seizure Fund	18,829	-	18,829
California Theatre	36,984	80,800	(43,816)
CFD's	84,295	(1,769)	86,064
Economic Development	(57,816)	(16,921)	(40,895)
Emergency Operations Center	124	(5,650)	5,774
Environmental Affairs Grants	33,901	(459)	34,360
Gas Tax	40,981	(14,519)	55,500
Gas Tax - Road Maint & Rehab (RMRA)	46,343	-	46,343
General Plan Update	4,200	-	4,200
Golf Course	-	(4,250)	4,250
Hillview Jr. High Athletic Field	4,800	-	4,800
Housing - CDBG, HOME, Sec 8, CalHome, SA	(117,272)	(41,576)	(75,696)
Impact Fee Funds	2,700	-	2,700
Lighting & Landscape	(120,698)	35,868	(156,566)
Marina Vista Field Replacement Fund	16,300	-	16,300
Measure J Tax Fund	43,169	-	43,169
NPDES - Stormwater Fund	-	61,520	(61,520)
Police/Recreation/HR Grants	238,096	(75,676)	313,772
Public, Education & Government Fees (PEG)	-	(19,000)	19,000
Solid Waste Fund	32,500	(27,161)	59,661
Total Special Revenue Funds	307,436	(28,793)	336,229
Capital Improvement Projects	173,680	(1,002)	174,682
Debt Service - Pension, A.D., Water Rev	(246,436)	-	(246,436)
Successor Agency to Redevelopment	127,748	10,412	117,336
GRAND TOTAL	\$ 1,246,456	\$ (719,562)	\$ 1,966,018

3. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 6th Day of April 2020, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Mayor

ATTEST:

Alice E. Evenson, City Clerk

BEFORE THE SOUTHWEST PITTSBURG GEOLOGIC HAZARD ABATEMENT
DISTRICT II BOARD

In the Matter of:

A Resolution Authorizing Necessary Budget)	
Adjustments for the Southwest Pittsburgh)	RESOLUTION NO. 20-
Geologic Hazard Abatement District II Based)	
<u>on Year-End Projections</u>)	

The Southwest Pittsburgh Geologic Hazard Abatement District (GHAD) II Board
DOES RESOLVE as follows:

WHEREAS, on June 17, 2019 the Southwest Pittsburgh Geologic Hazard Abatement District (GHAD) II Board, adopted the Fiscal Year 2019-20 Budget (Resolution No. 19-065); and

WHEREAS, the City prepares and adopts the Southwest Pittsburgh GHAD II Budget with the intent of providing a planned program for services and a financial system to carry out the planned program of services; and

WHEREAS, staff has completed the mid-year review of the Fiscal Year 2019-20 budget; and

WHEREAS, it has been determined that budget adjustments are necessary to align year-end estimates with budgets; and

WHEREAS, staff recommends a \$34,039 increase to budgeted revenue and a \$32,132 budget decrease in expenses in the Southwest Pittsburgh GHAD II, resulting in an increase to fund balance in the amount of \$66,171.

NOW, THEREFORE, BE IT RESOLVED by the Southwest Pittsburgh GHAD II Board as follows:

Section 1. The recitals set forth above are true and correct statements and are hereby incorporated in conjunction with the respective staff report.

Section 2. Those funds are hereby and shall be appropriated with an increase in revenue of \$34,039 and a decrease in expenditures of \$32,132, resulting in an addition to Fund Balance of \$66,171.

Section 3. That the Finance Director or his/her designee is hereby authorized to approve payment of goods and services received by the Southwest Pittsburgh GHAD II in accordance with the approved budget, programs and policies.

Section 4. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Southwest Pittsburg GHAD II Board at a regular meeting on the 6th day of April 2020, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Chair

ATTEST:

Alice E. Evenson, Executive Secretary

BEFORE THE PITTSBURG POWER COMPANY GOVERNING BOARD

In the Matter of:

A Resolution Authorizing Necessary)
Budget Adjustments for Pittsburg Power)
Company Based on Year-End Projections)

RESOLUTION NO. 20-

The Pittsburg Power Company Governing Board FINDS AND DETERMINES as follows:

WHEREAS, on June 17, 2019 the Board of Directors of the Pittsburg Power Company, a Joint Powers Authority, adopted the Fiscal Year 2019-20 Budget (Resolution No. 19-377); and

WHEREAS, the City prepares and adopts the Pittsburg Power Company Budget with the intent of providing a planned program for services and a financial system to carry out the planned program of services; and

WHEREAS, staff has completed the mid-year review of the Fiscal Year 2019-20 budget; and

WHEREAS, it has been determined that budget adjustments are necessary to fund certain operating expenditures; and

WHEREAS, staff recommends a revenue budget increase in the Pittsburg Power Company fund in the amount of \$63,280 and an operating expenditure budget decrease in the amount of \$17,436 resulting in \$80,716 increase to the fund balance.

NOW, THEREFORE, the Pittsburg Power Company Governing Board DOES RESOLVE as follows:

Section 1. Findings

- A. The recitals set forth above are true and correct statements and are hereby incorporated in conjunction with the respective staff report.
- B. That the Finance Director or his/her designee is hereby authorized to approve payment of goods and services received by the Pittsburg Power Company in accordance with the Pittsburg Power Company's approved budgets, programs and policies.
- C. Those funds are hereby and shall be appropriated resulting in an increased revenue amount of \$63,280 and a reduced expenditure amount of \$17,436 for the Pittsburg Power fund.

Section 2. Authorization

- A. The Pittsburg Power Company Governing Board authorizes \$63,280 revenue

increase and \$17,436 expenditure decrease.

Section 3. Effective Date

This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Pittsburg Power Company Governing Board at a regular meeting held on the 6th day of April 2020, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Chair

ATTEST:

Garrett Evans, Executive Secretary



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing Acceptance of Grant Funds from the California Department of Fish and Wildlife, Office of Spill Prevention and Response for Oil Spill Response Equipment

MEETING DATE: April 6, 2020

EXECUTIVE SUMMARY

The City applied for and received a grant to purchase and stage oil spill response equipment at the Pittsburg Marina for the City and other agencies to respond to oil releases in the Delta.

FISCAL IMPACT

The grant amount maximum is \$35,000 to purchase the required oil spill response equipment as outlined in Grant Agreement No. – Q1975075. The City will be disbursed payment upon completion of the project.

RECOMMENDATION

City Council adopt the attached Resolution authorizing acceptance of grant funds from the California Department of Fish and Wildlife, Office of Spill Prevention and Response for Oil Spill Response Equipment and authorize the City Manager to execute the Grant Agreement.

BACKGROUND

The California Department of Fish and Wildlife (CDFW), Office of Spill Prevention and Response (OSPR) is the State's lead for responding to oil spills in its inland and marine waters. OSPR is looking to partner with local counties, cities, harbors and ports to prevent, prepare for, and respond to spills of oil and other harmful materials, as well as restore and enhance affected resources. To accomplish this goal, OSPR has established the Local Oil Spill Response Equipment Grant Program is to provide funding in order to pre-position response equipment to protect economic resources in the event of an oil spill.

The City submitted an application and was interviewed by staff from CDFW on the capabilities to purchase and stage materials, the ability to response to spills, location of equipment and response time as well as the local resources that would be impacted by such spills (i.e. local estuaries, wildlife, docks, boats, shorelines, etc.). Based on these items, the City was selected to receive the funding to purchase and stage oil spill response equipment.

SUBCOMMITTEE FINDINGS

This item was presented at the Economic Development / Waterfront Subcommittee on March 2, 2020 as an informational item.

STAFF ANALYSIS

The Pittsburg Marina and surrounding waters in the Delta are prime areas for recreational boaters and others for fishing, kayaking, bird watching, water skiing, and kiteboarding. This area is also a prime shipping channel to the Port of Sacramento and Stockton with many docking ports for large container ships. An oil spill would be detrimental to the Marina as well as the Delta with its strong currents that would carry materials rapidly causing environmental harm and damage. San Francisco Bay has multiple staging areas and companies to deploy to respond to spills. In the Delta, there are limited staging areas and supplies to respond.

Partnering with OSPR will allow for the staging of a portable trailer with various supplies and equipment to respond quickly to a spill. The City would be allowed to utilize the trailer's materials to protect the entrances to the Marina and the boats, vessels, and shoreline within is harbors. The close location would also allow for its deployment to other locations in the Delta or at the City's launch ramp for other agencies to use to protect the Marina and areas in the Delta.

As a partner with OSPR, the Marina staff and the Police Department's Marine Patrol Division will undergo training on how to use the equipment with other agencies such as Coast Guard, Contra Costa County Sherriff and Fire Departments. OSPR conducts ongoing training and City staff will be allowed to participate in these to maintain skills to deploy oil spill response equipment.

ATTACHMENTS: Resolution 20-
Exhibit A – Grant Agreement No. – Q1975075

Report Prepared By: Laura L. Wright, Environmental Affairs Manager

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution	)	
Authorizing Acceptance of Grant Funds	)	
From the California Department of Fish and	)	RESOLUTION NO. 20-
Wildlife, Office of Spill Prevention and	)	
<u>Response for Oil Spill Response Equipment</u>	)	

The Pittsburg City Council FINDS AND DETERMINES as follows:

WHEREAS, the California Department of Fish and Wildlife (CDFW), Office of Spill Prevention and Response (OSPR) is the state's lead for responding to oil spills in its inland and marine waters and is partnering with local governments to prevent, prepare for, and respond to spills of oil and other harmful materials; and

WHEREAS, CDFW, OSPR has established the Local Oil Spill Response Equipment Grant Program is to provide funding in order to pre-position response equipment to protect economic resources in the event of an oil spill; and

WHEREAS, the City of Pittsburg applied for the CDFW OSPR's Local Oil Spill Response Equipment Grant Program for oil spill response equipment; and

WHEREAS, the CDFW OSPR has approved the City of Pittsburg to receive \$35,000 in oil spill response equipment grant funds and requires a Resolution accepting these grant funds.

NOW, THEREFORE, the City Council DOES RESOLVE as follows:

Section 1. Findings

- A. The above recitals are true and correct and incorporated herein.
- B. Adoption of this Resolution is in the best interests of the City's public health, safety and welfare.

Section 2. Authorization.

- A. The City Council hereby approves and authorizes the City Manager, Assistant City Manager or his designee to execute Grant Agreement Number – Q1975075 for an amount not to exceed \$35,000 on behalf of the City and all necessary forms for the purposes of securing payments and to implement and carryout the purposes specified in the Grant Agreement.

Section 3. Effective Date

- A. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh, at a regular meeting on the sixth day of April 2020, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Mayor

ATTEST:

Alice E. Evenson, City Clerk



**OFFICE OF SPILL PREVENTION AND RESPONSE
OIL SPILL RESPONSE EQUIPMENT STAGING, CONTRA COSTA COUNTY
GRANT AGREEMENT NUMBER – Q1975075**

GRANTOR: State of California, acting by and through
The California Department of Fish and Wildlife
P.O. Box 944209
Sacramento, CA 94244-2090

GRANTEE: City of Pittsburg, Environmental Affairs Division
65 Civic Avenue
Pittsburg, CA 94565

SECTION 1 – LEGAL BASIS OF AWARD

Pursuant to Government Code 8670.8.3, the California Department of Fish and Wildlife (CDFW or Grantor) is authorized to enter into this Grant Agreement (Agreement) and to make an award to the City of Pittsburg, Environmental Affairs Division (Grantee) for the purposes set forth herein. Grantee accepts the grant on the terms and conditions of this Agreement. Accordingly, Grantor and Grantee (Parties) hereby agree as follows:

SECTION 2 – GRANT AWARD

2.01 Grant: In accordance with the terms and conditions of this Agreement, including Section 5.07 – General Terms and Conditions, Grantor shall provide Grantee with a maximum of \$35,000.00 (Grant Funds) to financially support and assist Grantee's implementation of Oil Spill Response Equipment Staging, Contra Costa County (Project).

2.02 Term: The term of this agreement is upon approval through June 30, 2020.

SECTION 3 – ELIGIBLE USES OF GRANT

Only Grantee expenditures that are necessary to implement the Project, comply with applicable federal and State of California law, and made in accordance with Section 6 – Project Statement and Section 9 – Budget and Payment as set forth within this Agreement are eligible for reimbursement from the Grant Funds.

SECTION 4 – GRANTEE'S REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Grantor as follows:

4.01 Existence and Power: Grantee is a governmental entity, validly existing, and in

good standing under the laws of California. Grantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.

- 4.02 **Binding Obligation:** This Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with the Agreement's terms.

SECTION 5 – GRANTEE'S AGREEMENTS

- 5.01 **Purpose:** This Agreement is entered into by the Parties for the purpose of providing financial support to Grantee to complete the Project, specifically the activities identified within Section 6 – Project Statement.
- 5.02 **Project:** Grantee shall complete activities as set forth in Section 6 – Project Statement. Changes to Section 6 shall be submitted to the CDFW Grant Manager for prior approval and may be made only as provided Public Entities General Grant Provisions (Exhibit 1.a) of this Agreement, which is attached hereto and made a part of this Agreement.
- 5.03 **Use of Project Funds:** Grantee agrees that only Grantee expenditures that are necessary to implement the Project, comply with applicable federal and State of California law, and made in accordance with Section 6 – Project Statement and Section 9 – Budget and Payment as set forth within this Agreement are eligible for reimbursement from the Grant Funds. Grantee acknowledges that it may not transfer Grant Funds between or among budget line items without written approval from the CDFW Grant Manager in accordance with Section 9 – Budget and Payment.
- 5.04 **Payment Schedule:** Payments shall be made to Grantee according to the payment and report schedule identified in Section 9 – Budget and Payment.
- 5.05 **Eligibility of Funds:** In the event that the California Budget Act does not provide sufficient appropriations to allow Grantor to fund the Project at the level specified in Section 2 – Grant Award and Section 9 – Budget and Payment of this Agreement, Grantor reserves the right to modify this Agreement to reflect a reduction in available funds, as an alternative to termination.
- 5.06 **Submission of Reports:** Grantee shall comply with the format, content, and timing requirements set out in Section 8 – Reports. Failure to submit timely and accurate reports shall be considered evidence of non-compliance with this Agreement and shall permit termination of this Agreement by Grantor.
- 5.07 **General Terms and Conditions:** Public Entities General Grant Provisions (Exhibit 1.a), is attached hereto and made a part of this agreement.

- 5.08 **Amendments:** This Agreement may only be amended in accordance with Section 5.07 – General Terms and Conditions. Grantee shall submit any request to amend any term of this Agreement in writing to the CDFW Grant Manager no later than 120 days prior to the end of the term of this Agreement. Grantee must include an explanation of and justification for any such request.
- 5.09 **Acknowledgement of Credit:** Grantee shall include signage, to the extent practicable, informing the public that the Project received funds through the CDFW. Further, Grantee shall include appropriate acknowledgement of credit to the Office of Spill Prevention and Response (OSPR) Grant Program and its implementing agency, the CDFW, for Grantor's financial support when using any data and/or information developed under this Agreement (e.g., in posters, reports, publications, presentations).
- 5.10 **Labor Code Requirements; Prevailing Wage:** State grants may be subject to California Labor Code requirements, which include prevailing wage provisions. Certain State grants administered by the CDFW are not subject to Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code. For more details, please refer to California Fish and Game Code Section 1501.5 and the Department of Industrial Relations website at <http://www.dir.ca.gov>. The grantee shall pay prevailing wage to all persons employed in the performance of any part of the Project if required by law to do so.

SECTION 6 – PROJECT STATEMENT

- 6.01 **Introduction:** During an oil spill, California operates within the Incident Command System (ICS), a mechanism used to bring multiple jurisdictions under one standard operating arena. The ICS is managed by the Unified Command, in most cases, is comprised of a designated official from the United States Coast Guard, the OSPR and the Responsible Party (Spiller); the three members make all decisions on how the oil spill incident operations are planned, executed, and demobilized.

Several Oil Spill Response Organizations (OSRO) are available to provide response and clean-up of oil spills throughout the State. However, in certain remote locations, the OSRO's have difficulty or are unable to pre-stage response equipment. To address this problem, OSPR has established a grant program that will provide local government agencies with funding to purchase spill response equipment, so they can initiate a first response prior to the OSRO's arrival.

- 6.02 **Objectives:** Grant funding will enhance the availability of oil response equipment around the state and will provide local governments an opportunity to protect their economic resources. Grantee will purchase the response equipment and provide training as identified in Equipment Specifications (Attachment I).

- 6.03 **Project Description:** Grantee's Project Manager will be responsible for all aspects of the administration of this grant which include procurement, training, staging and usage of the equipment.
- 6.04 **Location:** The equipment will be staged at the Pittsburg Marina Riverview Maintenance Yard, located at 51 – East Marina Boulevard, Pittsburg, CA 94565, Contra Costa County.
- 6.05 **Materials and Equipment:** See Equipment Specifications (Attachment I).
- 6.06 **Project Implementation:** Consistent with Grantee's proposal for the Project, Grantee will complete the following tasks in accordance with Section 6.08 – Schedule of Due Dates and Deliverables:

Task 1 – Equipment Ordering

1. Place order per OSPR equipment specifications which is attached hereto as Equipment Specifications (Attachment I) and made a part of this agreement.

Task 2 – Equipment Delivery & Familiarization/Training

Coordinate delivery of equipment.

1. Ensure key response staff (actual staff and total number of staff, to be determined by Grantee) receives training/familiarization which should entail:
 - a. Health and safety concerns when deploying equipment on oil spills,
 - b. Equipment familiarization,
 - c. Care, storage and maintenance of the equipment,
 - d. Usage as it pertains to the Local Geographic Response Plans and other pertinent strategies,
 - e. Decontamination of personnel and equipment,
 - f. A practical hands-on deployment of the equipment, and
 - g. Limitations of the equipment.
2. Submit report to the CDFW Grant Manager with equipment staging location.
3. The CDFW Grant Manager will perform an inspection of the trailer and equipment.

Task 3 – Project Management and Administration

1. Furnish the necessary personnel, equipment, material and/or service(s) necessary for routine or incidental deployment of the equipment provided in this agreement.
2. Equipment may be deployed in the event of an oil spill within Grantee's jurisdiction, for the shelf life of the equipment. Grantee will notify the CDFW Grant Manager within 15 days by phone or e-mail, when the equipment is

CITY OF PITTSBURG ENVIRONMENTAL AFFAIRS DIVISION

used in conjunction with an oil spill response. Grantee also agrees to notify the CDFW Grant Manager if the equipment is relocated to a different staging location within the jurisdiction.

3. Provide the CDFW Grant Manager with equipment access such as facility/storage security access codes, keys to gate and trailer locks or designate staff to be on-site to allow the necessary access.
4. Grantee's Project Manager will be responsible for all aspects of the administration of this grant, including procurement, invoicing, final reporting, training, staging, and usage of the equipment.

6.07 Schedule of Due Dates and Deliverables:

<u>Task</u>	<u>Description</u>	<u>Deliverables</u>	<u>Estimated Completion Dates</u>
1	Equipment Ordering	Equipment	May 15, 2020
2	Equipment Delivery and Familiarization/Training	Training and Location Report	May 15, 2020
3	Project Management and Administration	Invoicing and Final Report	May 30, 2020

SECTION 7 – CONTACTS

The point of contact may be changed at any time by either party by providing a 10 day advance written notice to the other party. The Parties hereby designate the following points of contact during the Term of this Agreement:

CDFW Grant Manager:		Grantee Project Manager:	
Name:	Cindy Murphy	Name:	Laura Wright
Title:	Associate Governmental Program Analyst	Title:	Environmental Affairs Manager
Address:	1010 Riverside Parkway West Sacramento, CA 95605	Address:	65 Civic Avenue Pittsburg, CA 94565
Phone:	(916) 375-4746	Phone:	(925) 252-4114
Email:	cindy.murphy@wildlife.ca.gov	Email:	lwright@ci.pittsburg.ca.us

Q1975075

CITY OF PITTSBURG ENVIRONMENTAL AFFAIRS DIVISION

Direct all administrative inquiries to:

CDFW Grant Coordinator:		Grantee Project Manager:	
Name:	Julia-Malia Olea	Name:	Laura Wright
Title:	Contract/Grant Coordinator	Title:	Environmental Affairs Manager
Address:	1010 Riverside Parkway West Sacramento, CA 95605	Address:	65 Civic Avenue Pittsburg, CA 94565
Phone:	(916) 375-5967	Phone:	(925) 252-4114
Email:	julia-malia.olea@wildlife.ca.gov	Email:	lwright@ci.pittsburg.ca.us

SECTION 8 – REPORTS

- 8.01 Final Report:** Grantee shall submit a Final Report by the date listed in Section 6.07– Schedule of Due Dates and Deliverables. The report shall summarize the life of the Agreement and describe the work and results pursuant to Section 6 - Project Statement. The Final Report will be submitted, electronically, to the CDFW Grant Manager upon completion of the Project tasks. The CDFW Grant Manager will provide Grantee a sample Final Report template, upon request. The Final Report will consist of one electronic version in Microsoft Word (or compatible format), upon the completion of the Project.

SECTION 9 – BUDGET AND PAYMENT

- 9.01 Budget Details and Funding Summary:** Grantor will provide an amount not to exceed \$35,000.00 as detailed in the Line Item Budget Detail (Detail) below. Actual expenditures will not be determined until the competitive process and equipment procurement has occurred. The procurement will consist of such items as a mobile storage trailer, boom, absorbents, anchors, personal protective equipment, equipment deployment training (if applicable) and all other items as outlined in Equipment Specifications (Attachment I).

Any changes or modifications to a fund source indicated below must be promptly reported to the CDFW Grant Manager in writing.

Line Item Budget Detail	
A. PERSONNEL SERVICES	
N/A	\$0
Total Personnel Services	\$0
B. OPERATING EXPENSES: GENERAL	
N/A	\$0
Subtotal Operating Expenses: General	\$0
C. OPERATING EXPENSES: SUBCONTRACTORS	
N/A	\$0

Line Item Budget Detail	
Subtotal Operating Expenses: Subcontractors	\$0
D. OPERATING EXPENSES: EQUIPMENT	
Equipment identified in Attachment A	\$35,000.00
Subtotal Operating Expenses: Equipment	\$35,000.00
E. INDIRECT COSTS	
Indirect Charge Rate 0% (Applies to Sections A + B only)	\$0
F. GRAND TOTAL (A+B+C+D+E)	\$35,000.00

9.01.1 Budget Flexibility: Grantee must submit all budget line item revision requests, in writing, to the CDFW Grant Manager, prior to implementing any changes. All proposed budget changes require prior approval from the CDFW Grant Manager, regardless of budgetary impact. Informal Budget adjustments between existing line items may be permitted. Any revision to the Line Item Budget Detail must comply with Section 5.09 – Amendments. Considerations for informal Budget adjustments, if granted, must include:

1. Revisions which are consistent with the purpose, objectives, and description of the Project as detailed in Section 6 - Project Statement;
2. Revisions that do not increase or decrease the total Agreement amount;
3. Revisions that do not substitute key personnel; and
4. Line item shifts **within** a budget category (e.g., Field Supplies to Travel) up to \$25,000 or 10% of the Agreement amount, whichever is less.

Formal Budget adjustments will be considered by the Grantor, with prior approval from the CDFW Grant Manager. An amendment to the Agreement is required if a formal Budget adjustment is approved. Considerations for formal amendments, if granted, include:

1. Shifting Grant Funds between budget categories (e.g., Personnel Services to Operating Expenses);
2. Increasing or decreasing the total Agreement amount;
3. Substituting key personnel; or
4. Line item shifts **within** a budget category (e.g. Field Supplies to Travel) that exceeds \$25,000 or 10% of the Agreement amount, whichever is less.

9.02 Payment Provisions:

9.02.1 Disbursements: Grant disbursements will be made to Grantee in one lump sum payment in arrears, upon receipt of an original itemized

CITY OF PITTSBURG ENVIRONMENTAL AFFAIRS DIVISION

invoice and required documentation as identified in Section 6.07 - Schedule of Due Dates and Deliverables.

Grant disbursements will be mailed to the following Grantee address:

Grantee Name:	City of Pittsburg, Environmental Affairs Division
Attention:	Laura Wright
Address:	65 Civic Avenue Pittsburg, CA 94565

- 9.02.2 Invoice Documentation:** The invoice for payment must be accompanied by the Final Report. If there is cost share involved with the project, the final invoice must include a budget summary of cost share expenditures by fund source. The CDFW Grant Manager will provide Grantee with a sample invoice template upon request. The Final Invoice must be submitted to the CDFW Grant Manager by the date identified in Section 6.07 – Schedule of Due Dates and Deliverables. The invoice package must be sent hard copy or email to the CDFW Grant Manager, as identified in Section 7 – Contacts.

Requirements: The invoice shall contain the following information:

1. The word "Invoice" should appear in a prominent location at the top of the page(s);
2. Printed name of Grantee on company letterhead;
3. Grantee's business address, including P.O. Box, City, State, and Zip Code;
4. Name of the CDFW Region/Division being billed;
5. The invoice date and the time period covered; i.e., the term "from" and "to";
6. This Agreement number and the sequential number of the invoice (i.e., Q1975075-Invoice 1);
7. The invoice must be itemized using the categories and following the format of the Budget;
8. The total amount due. This should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice. The total amount due shall include all costs incurred by Grantee under the terms of this grant;
9. The original signature of Grantee; and
10. Grantee must provide supporting documentation for the invoice and actual receipts.

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CITY OF PITTSBURG ENVIRONMENTAL AFFAIRS DIVISION

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of Grantor date set forth below the signature.

AUTHORIZED AGENT FOR GRANTEE

By:

Signature: _____

Printed Name: Garrett Evans

Title: City Manager

Date: _____

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

By:

Signature: _____

Printed Name: Valinda Roberts

Title: Chief, Business Operations

Date: _____

This agreement is exempt from DGS-OLS approval, per SCM 4.06.



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
EXHIBIT 1a – PUBLIC ENTITIES GENERAL GRANT PROVISIONS

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City of Pittsburg Environmental Affairs Division

1. **APPROVAL**: This Agreement is of no force or effect until signed by both Parties and approved by CDFW or Grantor. Grantee may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the Parties and approved as required. No oral understanding or Agreement not incorporated in this Agreement is binding on either of the Parties.
3. **ASSIGNMENT**: This Agreement is not assignable by Grantee, either in whole or in part, without the consent of CDFW in the form of a formal written amendment.
4. **AUDIT**: Grantee agrees that CDFW, the Department of General Services (DGS), the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code, CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Grantee agrees to indemnify, defend and save harmless the State of California, CDFW, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all of Grantee's employees or agents, contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

The State of California shall defend, indemnify and hold Grantee, its officers, employees and agents harmless from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the State of California, or its agencies, their respective officers, agents or employees.
6. **DISPUTES**: Grantee shall continue with the responsibilities under this Agreement during any dispute.
7. **INDEPENDENT CONTRACTOR**: Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of CDFW. Grantee acknowledges and promises that CDFW is not acting as an employer to any individuals furnishing services or work pursuant to this Agreement.



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EXHIBIT 1a – PUBLIC ENTITIES GENERAL GRANT PROVISIONS

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8. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Grantee and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
9. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
10. **LICENSES AND PERMITS (If Applicable):** Grantee is responsible for obtaining all licenses and permits required by law for accomplishing any work required in connection with this Agreement. Costs associated with permitting may be reimbursed under this Agreement only if approved in the budget detail and payment provisions section.
11. **RIGHTS IN DATA:** Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Agreement, are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, Grantee may copyright the same, except that, as to any work which is copyrighted by Grantee, the State reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.
12. **CONTINGENT FUNDING:** It is mutually understood between the Parties that this Agreement may have been written before ascertaining the availability of State appropriation of funds for the mutual benefit of both Parties in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if sufficient funds are made available pursuant to the California State Budget Act for the fiscal year(s) covered by this Agreement for the purposes



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
EXHIBIT 1a – PUBLIC ENTITIES GENERAL GRANT PROVISIONS

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of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature of any statute enacted by the Legislature which may affect the provisions, terms or funding of this Agreement in any manner.

It is mutually agreed that if the Legislature does not appropriate sufficient funds for the Agreement, the State has the option to terminate the Agreement under the termination clause or to amend the Agreement to reflect any reduction of funds. CDFW has the option to invalidate the contract under the 30-day cancellation clause or to amend the Agreement to reflect any reduction in Grant Funds.

13. RIGHT TO TERMINATE:

- a. This agreement may be terminated by mutual consent of both parties or by any party upon thirty (30) days written notice and delivered by USPS First Class or in person.
- b. In the event of termination of this Agreement, Grantee shall immediately provide CDFW an accounting of all funds received under this Agreement and return to CDFW all Grant Funds received under this Agreement which have not been previously expended to provide the services outlined within this Agreement.
- c. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. CDFW shall reimburse Grantee for all allowable and reasonable costs incurred by it for the Project, including foreseeable and uncancellable obligations. Upon notification of termination from CDFW, Grantee shall use its reasonable efforts to limit any outstanding financial commitments.

- 14. CONFIDENTIALITY OF DATA:** Grantee shall protect from disclosure all information made available by CDFW. Grantee shall not be required to keep confidential any data or information which is publicly available, independently developed by Grantee, or lawfully obtained from third parties. Written consent of CDFW must be obtained prior to disclosing information under this Agreement.

- 15. DISCLOSURE REQUIREMENTS:** Any document or written report prepared in whole or in part pursuant to this Agreement shall contain a disclosure statement indicating that the document or written report was prepared through an Agreement with CDFW. The disclosure statement shall include this Agreement number and dollar amount of all Agreements and subcontracts relating to the preparation of such documents or written reports. The disclosure statement shall be contained in a separate section of the document or written report.

If Grantee or any subcontractor(s) are required to prepare multiple documents or written reports, the disclosure statement may also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports. Grantee shall include in each of its subcontracts for work under this Agreement, a provision which incorporates the requirements stated within this section.



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EXHIBIT 1a – PUBLIC ENTITIES GENERAL GRANT PROVISIONS

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16. USE OF SUBCONTRACTOR(S): If Grantee desires to accomplish part of the services through the use of one (1) or more subcontractors, the following conditions must be met:

- a. Grantee shall submit any subcontracts to CDFW for inclusion in the grant file;
- b. The Agreement between the primary Grantee and the subcontractor must be in writing;
- c. The subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the Agreement; and
- d. Upon termination of any subcontract, CDFW Grant Manager shall be notified immediately, in writing.

Grantee shall ensure that any subcontract in excess of \$100,000 entered into as a result of this Agreement contains all applicable provisions stipulated in this Agreement.

17. POTENTIAL SUBCONTRACTOR(S): Nothing contained in this Agreement or otherwise shall create any contractual relation between CDFW, and any subcontractor(s) and no subcontract shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to CDFW for the acts and omissions of its subcontractor(s) and of persons directly employed or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay its subcontractor(s) is an independent obligation from CDFW's obligation to make payments to Grantee. As a result, CDFW shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

18. TRAVEL AND PER DIEM (if applicable): Grantee agrees to pay reasonable travel and per diem to its employees under this Agreement. The reimbursement rates shall not exceed those amounts identified in the California Department of Human Resources travel reimbursement guidelines. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from CDFW.

19. LIABILITY INSURANCE (as applicable): Unless otherwise specified in the Agreement, when Grantee submits a signed Agreement to the State, Grantee shall also furnish to the State either proof of self-insurance or a certificate of insurance stating that there is liability insurance presently in effect for Grantee of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. Grantee agrees to make the entire insurance policy available to the State upon request.

The certificate of insurance will include provisions a, b, and c, in their entirety:

- a. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State;
- b. The State of California, its officers, agents, employees, and servants are included as additional insured, by insofar as the operations under this Agreement are concerned; and
- c. The State will not be responsible for any premiums or assessments on the policy.



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE EXHIBIT 1a – PUBLIC ENTITIES GENERAL GRANT PROVISIONS

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Grantee agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Grantee agrees to provide, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the (DGS), and Grantee agrees that no work or services shall be performed prior to giving of such approval. In the event Grantee fails to keep in effect, at all times, insurance coverage as herein provided, the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

CDFW will not provide for, nor compensate Grantee for any insurance premiums or costs for any type or amount of insurance. The insurance required above, shall cover all Grantee supplied personnel and equipment used in the performance of this Agreement. When applicable, if subcontractors performing work under this Agreement do not have insurance equivalent to the above, Grantee's liability shall provide such coverage for the subcontractor, except for coverage for error, mistake, omissions, or malpractice, which shall be provided by the subcontractor if such insurance is required by the State.

20. **GRANTEE STAFF REQUIREMENTS:** Grantee represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with CDFW.
21. **PROPERTY ACQUISITIONS AND EQUIPMENT PURCHASES:** Property, exclusive of real property, as used in this exhibit shall include the following:
 - a. Equipment – Tangible property (including furniture and electronics) with a unit cost of \$5,000 or more and a useful life of four (4) years or more. Actual cost includes the purchase price plus all costs to acquire, install, and prepare the equipment for its intended use.
 - b. Furniture, including standard office furnishings including desks, chairs, bookcases, credenzas, tables, etc.
 - c. Portable Assets, including items considered 'highly desirable' because of their portability and value, e.g., calculators, computers, printers, scanners, shredders, cameras, etc.
 - d. Electronic Data Processing (EDP) Equipment, including all computerized and auxiliary automated information handling, including system design and analysis; conversion of data; computer programming; information storage and retrieval; voice, video and data communications; requisite system controls; simulation and all related interactions between people and machines.

Grantee may purchase property under this Agreement only if specified in the Budget section. All property purchased by Grantee is owned by Grantee. CDFW does not claim title or ownership to



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the property but, requires Grantee to maintain accountability for all property purchased with grant funds.

Title or ownership to property with a unit cost of \$5,000 or more may be retained by Grantee or Grantor upon end of the grant cycle; final disposition will be coordinated by CDFW's Grant Manager.

Before property purchases made by Grantee are reimbursed by CDFW, Grantee shall submit paid Grantee receipts identifying the Grant Agreement Number, purchase price, description of the item(s), serial number(s), model number(s), and location, including street address where property will be used during the term of this Agreement. Said paid receipts shall be attached to Grantee's invoice(s).

Grantee shall keep, and make available to Grantor, adequate and appropriate records of all property purchased with the Grant Funds.

Prior written authorization by the CDFW Grant Manager shall be required before Grantee will be reimbursed for any property purchases not specified in the budget. Grantee shall provide to CDFW Grant Manager, all particulars regarding the necessity for such property and the reasonableness of the cost.

Property will only be considered for purchase approval if no other equipment owned by the applicant is available and suitable for the project.

Grant Funds cannot be used to reimburse the project for equipment obtained prior to the beginning of the grant term.

Grant Funds cannot be used for property if specifically prohibited in the authorizing Legislation or restricted in the terms of the program.

Should this Agreement be cancelled for any reason, any property purchased with Grant Funds shall be returned to Grantor.

State policies and procedures applicable to procurement with nonfederal funds, shall apply to procurement by Grantee under this Agreement, provided that procurements conform to applicable State law and the standards identified in this exhibit. These include but are not limited to: statutes applicable to State agencies; statutes applicable to State colleges and universities; public works projects; the California Constitution governing University of California contracting, the State Administrative Manual; statutes applicable to specific local agencies; applicable city and county charters and implementing ordinances including policies and procedures incorporated in local government manuals or operating memoranda.

Attachment I, Equipment Specifications

Table 1 Specifications for Equipment Trailer	
Custom Built	Approximate size of box 7' x 16' or 7' x 12 Minimum ¼" plywood interior sidewall with finished surface Undercoated exterior grade ¾" plywood floor Undercoating on complete chassis Vapor barrier underbelly 16: o/c stud walls 24" o/c floor cross member frame Fiberglass front cap Aluminum roof and cove Side vents (one on each side of trailer near top) Aluminum fenders (thickness should be 3/16") Lighted license plate holder Front stone guard Electric brakes with breakaway switch and battery GVWR 7000 lbs. (minimum)
Doors	Double rear door with full length cam bar Side door near front Both doors fitted with pad lock securing mechanism
Electrical	12 volt dome lights with wall switch 7-way connector D.O.T. compliant exterior lighting Double insulated wiring
Suspension	Tandem Axels EZ lube hubs torsion axles
Tires	15" radial tires 5-bolt E-coated wheels Wheel tire covers ½" wood tire parking pads Wheel chocks Spare tire and wheel with inside mount
Color	White "Oil Spill Response Equipment Funded by: Oil Spill Prevention and Response" stenciled in red 6" letters on 2 sides 2-digit trailer ID number stenciled on back of trailer in 6" black numbers 2-digit trailer ID number stenciled on top of trailer in 36" black numbers
Tongue	Hitch ball size 2 15/16" Tongue jack with stand pad D.O.T. safety chains
Warranty	3 Year Standard Manufactures Warranty 5 Year Axle Standard Manufacturers Warranty

Attachment I, Equipment Specifications

	20 Year Leak Manufactures Warranty
TABLE 2 Standard Oil Response Containment Boom Specifications (various sizes available)	
Freeboard	2.5"
Draft	4"
Overall Height	6.5"
Section Length	50' 1,500ft
Fabric	22 oz./sq.yd PVC Coated Nylon Fabric
Color	Yellow or International Orange
End Connectors	ASTM "Z" (F 962-04) or ASTM Slide (F 2438-04) (style of connectors TBD) With Stainless Steel Toggle Pins
Flotation	100 % Cylindrical Rolled Polyethylene micro or closed cell foam, with tapered ends Fully sealed flotation cambers Max. 14" fabric fold between flotation cambers RF Welded Seams
Fold Point	Center of fold points to be every 6 ½'
Anchor Points	¾" eye minimum, located at water line on each end connector & one at mid section, in a appropriate place of choosing
Ballast Material	1/4" Galvanized Chain
Bridle	An ASTM End Plate with ½" x 6' Poly Rope lead, one end to be finished with thimble connected to tow plate & 6" soft eye spliced into other end.
Warranty	Standard Manufacturer's Commercial Warranty
TABLE 3 Standard Storm Drain Containment Boom Specifications	
Overall Height	Bilge/Storm Drain Absorbent Boom 32" x 6"
Section Length	20 per case
TABLE 4 Standard Sorbent Boom Specifications	
Overall Height	6" – 8"
Section Length	120' up to 720ft

Attachment I, Equipment Specifications

TABLE 5 Standard Oil Response Containment Boom Specifications	
Freeboard	4"
Draft	6"
Overall Height	10"
Section Length	100' 1,000ft
Fabric	22 oz./sq.yd PVC Coated Nylon Fabric
Color	Yellow or International Orange
End Connectors	ASTM "Z" (F 962-04) or ASTM Slide (F 2438-04) (style of connectors TBD) With Stainless Steel Toggle Pins
Flotation	100 % Cylindrical Rolled Polyethylene micro or closed cell foam, with tapered ends Fully sealed flotation cambers Max. 14" fabric fold between flotation cambers RF Welded Seams
Fold Point	Center of fold points to be every 6 ½'
Anchor Points	¾" eye minimum, located at water line on each end connector & one at mid section, in a appropriate place of choosing
Ballast Material	1/4" Galvanized Chain
Bridle	An ASTM End Plate with ½" x 6' Poly Rope lead, one end to be finished with thimble connected to tow plate & 6" soft eye spliced into other end.
Warranty	Standard Manufacturer's Commercial Warranty
TABLE 6 Standard Oil Response Containment Boom Specifications	
Freeboard	6"
Draft	6"
Overall Height	12"
Section Length	100' 1,000ft
Fabric	22 oz./sq.yd PVC Coated Nylon Fabric
Color	Yellow or International Orange

Attachment I, Equipment Specifications

End Connectors	ASTM "Z" (F 962-04) or ASTM Slide (F 2438-04) (style of connectors TBD) With Stainless Steel Toggle Pins
Flotation	100 % Cylindrical Rolled Polyethylene micro or closed cell foam, with tapered ends Fully sealed floatation cambers Max. 14" fabric fold between floatation cambers RF Welded Seams
Fold Point	Center of fold points to be every 6 ½'
Anchor Points	¾" eye minimum, located at water line on each end connector & one at mid section, in a appropriate place of choosing
Ballast Material	1/4" Galvanized Chain
Bridle	An ASTM End Plate with ½" x 6' Poly Rope lead, one end to be finished with thimble connected to tow plate & 6" soft eye spliced into other end.
Warranty	Standard Manufacturer's Commercial Warranty

TABLE 7
Standard Oil Response Containment Boom Specifications

Freeboard	6"
Draft	12"
Overall Height	18"
Section Length	100' 1,000ft
Fabric	22 oz./sq.yd PVC Coated Nylon Fabric
Color	Yellow or International Orange
End Connectors	ASTM "Z" (F 962-04) or ASTM Slide (F 2438-04) (style of connectors TBD) With Stainless Steel Toggle Pins
Flotation	100 % Cylindrical Rolled Polyethylene micro or closed cell foam, with tapered ends Fully sealed floatation cambers Max. 14" fabric fold between floatation cambers RF Welded Seams
Fold Point	Center of fold points to be every 6 ½'
Anchor Points	¾" eye minimum, located at water line on each end connector & one at mid section, in a appropriate place of choosing

Attachment I, Equipment Specifications

Ballast Material	1/4" Galvanized Chain
Bridle	An ASTM End Plate with ½" x 6' Poly Rope lead, one end to be finished with thimble connected to tow plate & 6" soft eye spliced into other end.
Warranty	Standard Manufacturer's Commercial Warranty

TABLE 8
Anchor System Specifications

Anchor	30 lb. Danforth Style Galvanized Anchor
Chain	10 feet of 3/8" galvanized proof coil chain, shackled to anchor using ½" galvanized shackle
Rode	150 feet of ½" nylon 3-strand with galvanized thimble eyes and 7/16" SPA galvanized shackle in each end.
Flotation	A2 Polyform style buoy (15.5") with 6 feet of ½" polypropylene rope spliced onto buoy and ½" galvanized thimble eye in other end with 7/16" galvanized shackle.
Warranty	Standard Manufacturer's Commercial Warranty

TABLE 9
Boom Tool Box Specifications

Tool Box	1	Heavy-duty poly toolbox. 24" length or larger if necessary to fit all tools
Wrenches	2	8" crescent wrench
Pliers	1	8" standard pliers
Hammer	1	16 oz. claw hammer
Clamps	2	4" C-clamp
Screwdriver	2	Flathead screwdriver, small and large
Shackles	4	2 3/8" SPA galvanized shackles, 2 ½" SPA galvanized shackles
Knife	1	Utility knife with extra blade set
Flashlight	1	Waterproof floatable flashlight with 2 D-cell batteries
Hardware	6	Hardware set including: 5/16" x 1 ¼" SS bolts, 2 flat washers, nylock nuts
PVC	4	PVC pipe 6"x6'
Wire	1	50' roll chicken wire or mesh fencing
Stakes	10	6' t-post stakes and t-post pounder
Kit	1	Plug and Patch Kit
Hacksaw	1	12in. High Tension Hacksaw
Wire/Bolt Cutters	1ea.	36' Bolt Cutter

Attachment I, Equipment Specifications

Generator	1	Gasoline Powered Electric Start Portable Generator with Wheel Kit
Sand bags	30	14 x 26"
Shovel	2	Square Point Digging Shovels
TABLE 10 PPE Gear Specifications		
Storage bag	Reusable waterproof storage bag large enough to hold all 1 set of PPE	
Hard hat	Hard hat with ratcheting head band	
Boots	16" PVC steel toe work boots, size 11, ASTM F2413-05 M I/75 C/75 compliant	
Glove liners	Nitrile glove liners, 1 box of 100, large size	
Gloves	PVC gloves, 1 dozen, 12" gauntlet, size 11 (large)	
Work gloves	Leather work gloves, 2 pair, large size	
Safety glasses	2 pair, meeting ANSI and OSHA specifications	
Ear plugs	6 pair	
Tyvek suits	Full tyvek suit without hood, 2 pair	
Tape	Duct tape, 2 rolls	
TABLE 11 Specifications for Decontamination Equipment		
Wash Tubs	2 Galvanized wash tubs	
Detergent	Degreaser detergent for decontamination	
Brushes	2 decontamination scrub brushes with long handles	
Waste Bags	1 case of 100 bags, 33" x 40", 4 mil	
Visqueen	1 roll of visqueen	
Tarps	2 drop tarps, 8' x 10'	
Bucket	1 5-gallon plastic bucket	
TABLE 12 Specifications for Spill Adsorbent Material		
Pads	Heavy weight adsorbent pads, 1 bag of 100 pads	
Sweep	100 feet of 19" heavy weight sweep with nylon web strap, bonded with scrim	
Boom	1 bag of heavy weight boom containing 4 sections of 5" x 10' each with poly tension line and quick-clips for connecting	
TABLE 13 Specifications for Spill Adsorbent Material		
Snare	Adsorbent snares, 2 bags, 30 snares per bag	
TABLE 14 Miscellaneous Equipment Specifications		

Attachment I, Equipment Specifications

First Aid Kit	Meeting the requirements for at least 10 people
Fire Extinguishers	2 5-pound class ABC fire extinguishers, mounted in trailer interior, one near the front and one near the rear.
MSDS Book	A binder containing MSDS for common oil products including gasoline, diesel, home heating oil, motor oil, jet fuel, fuel oil, IFO, bunker fuel, and crude oil. Also contains emergency contact numbers for spill, including the National Response Center (1-800-424-8802)
Navigation Lights	Self-floating amber buoy lights 48" tall to attach on or near boom. Lights should be made durable and waterproof, and should have adequate keel weight and floatation to give full stability in various tide and sea conditions. Lights should be flashing; D-cell battery operated, and be fitted with photo sensors.

**CITY OF PITTSBURG
CITY COUNCIL/AGENCY CONCURRENT MEETING MINUTES**

DATE: March 2, 2020

LOCATION: Council Chamber, City Hall, 65 Civic Avenue, Pittsburg, CA 94565

CITY COUNCIL.AGENCY MEMBERS

Jelani Killings, Mayor/Chair
Marilyn Craft, Vice-Mayor/Chair
Holland Barrett White, Council/Agency Member
Shanelle Scales-Preston, Council/Agency Member
Juan Antonio Banales, Council/Agency Member
S.L. Floyd, Agency Member
Annie Hill Herring, Agency Member

APPOINTED OFFICIALS

Garrett Evans, City Manager/Executive Director
Donna Mooney, City Attorney/Legal Counsel
Alice E. Evenson, City Clerk/Agency Secretary (elected)
Nancy Parent, City Treasurer (elected)

Mayor Killings called the meeting of the City Council to order at 7:00 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, CA after convening in Closed Session at 6:35 P.M. for the following items:

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Pursuant to Section 54956.8):

Property: 51 Marina Blvd. (APN 085-030-006); Agency Negotiator: Garrett Evans and Fritz McKinley; Negotiating Parties: Dietrick Burks; Under Negotiation: Both price and terms of payment

City Attorney Mooney stated there was no reportable action taken in Closed Session.

ROLL CALL

All Members were present.

PLEDGE OF ALLEGIANCE

Captain Wentz led the Pledge of Allegiance.

PROCLAMATIONS

2. Inspire Pittsburg: Cadence Strange

Cadence Strange accepted the proclamation.
3. Inspire Pittsburg: Branches of Community Services

Members of the organization Branches of Community Services received the proclamation.

CITY MANAGER REPORTS/REMARKS

City Manager Evans announced upcoming events.

CITIZENS REMARKS

Heliodoro Moreno, Pittsburg, stated the City should provide full funding of school crossing guards.

Randy Baugh, urged the Council to consider approving an upcoming application for a cannabis dispensary in Pittsburg.

Durie Foster, Pittsburg, thanked the Pittsburg PAL for the Fishing with a Cop event over the weekend. He also noted a problem with the swearing in of the recent Planning Commissioner which he said was not in agreement with the rules and procedures.

Members of the Community Advisory Commission of First 5 spoke regarding the resources available for families at their centers.

COMMITTEE REPORTS

Vice Mayor Craft, along with Member Scales-Preston, attended the Tri Delta Transit Board of Directors Meeting.

Member Banales, along with Member Scales-Preston, attended the initial Transportation and City Infrastructure committee meeting earlier today.

Member White, along with Member Banales, attended the Community Services subcommittee meeting. Also, he and Member Scales-Preston serve on the PAL Board and he congratulated the successful Fishing with a Cop event. He and Mayor Killings attended the Economic Development/Waterfront subcommittee earlier in the day.

Member Scales-Preston attended the League of California Cities Board Meeting and noted the East Bay Division will be holding a meeting on March 26 at the Pittsburg Elks Lodge.

Mayor Killings attended the CDBG Subcommittee meeting and the 2x2 subcommittee meeting.

CONSIDERATION

4. Adoption of a City Council Resolution to Authorize Allocation of the State of California Highway Patrol Every Fifteen Minutes Program Contract

On Motion by Vice-Mayor Craft, seconded by Member Banales to adopt and carried unanimously.

5. Adoption of a City Council Resolution Establishing a Commemorative Flag and Proclamation Schedule

Durie Foster, Pittsburg, stated he was in opposition to the policy.

On Motion by Member White, seconded by Vice-Mayor Craft, to adopt with the addition of several monthly proclamations, and carried by the following vote:

AYES: Banales, Craft, Scaled-Preston, White
NAYS: Killings

6. Introduce and Waive First Reading of an Ordinance to Rescind and Amend the Pittsburg Municipal Code, Title 15, Buildings and Construction, to Adopt by Reference the 2019 California Building Code, Residential Code, Electrical Code, Fire Code, Mechanical Code, Plumbing Code, Historical Building Code, Green Building Standards Code, Existing Building Code and Energy Code with State of California and Local Amendments

On Motion by Member Banales, seconded by Vice-Mayor Craft to adopt and carried unanimously.

7. Adoption of a City Council Resolution Approving a Project Development Agreement between the City of Pittsburg and SiFi Networks Pittsburg LLC for Deployment of a Citywide Fiber Optic System

Wolfgang Croskey, Pittsburg, speaking on behalf of the Chamber of Commerce, stated he was in favor of the agreement.

On Motion by Member White, seconded by Vice-Mayor Craft to adopt and carried unanimously.

CONFLICT OF INTEREST STATEMENT

There were no conflict of interest statements.

COMBINED CITY COUNCIL, PITTSBURG ARTS AND COMMUNITY FOUNDATION, PITTSBURG POWER COMPANY AND SOUTHWEST PITTSBURG GHAD II AND SUCCESSOR AGENCY CONSENT CALENDAR

On Motion by Vice-Mayor/Chair Craft, seconded by Member Banales to adopt and carried unanimously.

8. Minutes of February 18, 2020

9. Adoption of a City Council Resolution to Approve Sewer System Management Plan (SSMP) Update

10. Adoption of a City Council Resolution Approving the Final Map, Subdivision Improvement Agreement and Improvement Plans for Subdivision 9235 Vista Del Mar II

11. Adoption of a City Council Resolution to Establish the 2020/2021 Annual Stormwater Utility Area Fee
12. By Minute Order, Authorization of a Sign to Commemorate the Bay View Saloon to be Installed at the City Marina
13. Adoption of a City Council Resolution to Adopt Chapter 10 of the California Department of Transportation Local Assistance Procedures Manual for Consultant Selection for Grant Funded Projects

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

There were no requests for future agenda items.

COUNCIL MEMBER REPORTS AND REMARKS

Vice Mayor Craft thanked PAL for the successful Fishing with a Cop event over the weekend. She also attended the 100 year anniversary of the establishment of the VFW Solari Post 151.

Member Scales-Preston attended the 100 year anniversary of the VFW Solari Post 151, and also thanked PAL for the successful Fishing with a Cop event. She also attended a mental health event sponsored by Solomon Temple Church over the weekend.

Member Banales congratulated Wolfgang Croskey for his new role as the permanent CEO of the Chamber of Commerce.

Member White thanked the City Council for the passionate discussion earlier and invited the community to engage in the conversation.

Mayor Killings attended the Corteva African American Heritage event, Fishing with a Cop, Clean Pittsburg sponsored by MEGA football and cheer at City Park and the Pittsburg Youth Development Center Black History Month celebration which honored women in the community.

ADJOURNMENT

The City Council meeting adjourned at 8:37 P.M. March 16, 2020.

Respectfully submitted,

Alice E. Evenson, City Clerk

**CITY OF PITTSBURG
CITY COUNCIL SPECIAL MEETING MINUTES**

DATE: March 16, 2020

LOCATION: Council Chamber, City Hall, 65 Civic Avenue, Pittsburg, CA 94565

CITY COUNCIL.AGENCY MEMBERS

Jelani Killings, Mayor/Chair
Marilyn Craft, Vice-Mayor/Chair
Holland Barrett White, Council/Agency Member
Shanelle Scales-Preston, Council/Agency Member
Juan Antonio Banales, Council/Agency Member
S.L. Floyd, Agency Member
Annie Hill Herring, Agency Member

APPOINTED OFFICIALS

Garrett Evans, City Manager/Executive Director
Donna Mooney, City Attorney/Legal Counsel
Alice E. Evenson, City Clerk/Agency Secretary (elected)
Nancy Parent, City Treasurer (elected)

Mayor Killings called the meeting of the City Council to order at 7:01 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, CA for a Special Council Meeting.

ROLL CALL

Vice Mayor Craft and Member White attended remotely via teleconference. All other Members were present.

PLEDGE OF ALLEGIANCE

Chief Addington led the Pledge of Allegiance.

CITY MANAGER REPORTS/REMARKS

City Manager Evans stated the reason for the special meeting.

CONSIDERATION

1. Adoption of a City Council Resolution Proclaiming a Local Emergency

The following statement from Gregory Osorio, Pittsburg, was received and read into the record:

“I applaud the staff for recommending a resolution for an emergency status for the City of Pittsburg, it is a good start, however it will be meaningless unless we back this up with dramatic actions.

- Medical needs may be able to be identified and coordinated with available resources (know our abilities are somewhat limited here). We will not be a medical provider, however we can be a resource bank.
- Food and basic necessities for our most vulnerable population – For some this will be a “survival issue”.
- Economic survival for small business owners – this will be devastating and ways to mitigate this should be creatively looked at, without some kind of assistance many may never re-open their doors.

Unfortunately, we do not have the luxury of time, with an extreme sense of urgency we must aggressively pursue policies to address the above. Ideally sometime within the next week a rough plan (that will evolve) should be drafted and communicated to our community. People need to know what specific actions will be taken by the City. We will be judged by this moment in time.”

Durie Foster, Pittsburg, stated he did not agree with the actions being taken by the federal, state, county or local government.

On Motion by Member Banales, seconded by Member Scales-Preston to adopt and carried unanimously.

ADJOURNMENT

The City Council meeting adjourned at 7:16 P.M.

Respectfully submitted,

Alice E. Evenson, City Clerk



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution to Approve Amendment Four to the Memorandum of Understanding Between the City and Seecon for Local Transportation Mitigation Fees

MEETING DATE: April 6, 2020

EXECUTIVE SUMMARY

The City and a local developer are parties to a 1992 Memorandum of Understanding (MOU) for construction of an extension to West Leland Road as part of development of the San Marco Subdivision. The agreement has been amended three times to adjust the timing for construction and reimbursement to the developer for road construction costs. The proposed fourth amendment revises the limits of the road extension and increases the amount of surety required from the developer.

FISCAL IMPACT

There is no fiscal impact regarding the adoption of the fourth amendment to the MOU. Developer shall increase the amount of the surety to be posted prior to the issuance of Building Permits in lieu of payment for Local Transportation Mitigation Fees, as authorized by the MOU.

RECOMMENDATION

City Council adopt the attached Resolution to approve Amendment Four to the Memorandum of Understanding between the City and Seecon for Traffic Mitigation Fees and authorize the City Manager to execute the amendment.

BACKGROUND

On December 22, 1992, the City executed a Memorandum of Understanding with Seecon Financial and Construction Company, Inc., North State Development Company, and A.D. Seeno Construction Company, collectively known as "Seecon," memorializing the negotiated resolution of the time period to construct the West Leland Road Extension for the San Marco Subdivision.

The West Leland Road Extension project was to be funded through Local Transportation Mitigation Fees collected when building permits were issued to the developer for new construction.

The MOU outlined the portions of roadway obligated to be constructed by Seecon and portions of the project that Seecon would construct on the City's behalf. Reimbursement to the developer for the cost to construct the City's share of the roadway would be accomplished through partial credits applied toward the developer's Local Transportation Mitigation Fee obligation. Under the terms of the agreement, Seecon obtained building permits and provided the City with a surety for each batch of permits obtained, prior to the completion of the roadway project.

On December 4, 2000, the City and Seecon executed the First Amendment to the MOU, adjusting the timing for construction of West Leland Road due to delays establishing the assessment district to defray the costs of constructing West Leland Road and acquisition of right-of-way.

On February 4, 2002, the City and Seecon executed the Second Amendment to the MOU, amending the previously estimated costs for the West Leland Road extension project and providing Seecon full credit for the developer's Local Transportation Mitigation Fee obligation.

On June 4, 2003, the City and Seecon executed the Third Amendment to the MOU regarding reimbursement to Seecon for costs incurred for design studies concerning the West Leland Road Extension project.

SUBCOMMITTEE FINDINGS

This item was not presented at a subcommittee.

STAFF ANALYSIS

The City and Seecon wish to amend the MOU to modify the extents of the West Leland Road extension project to be constructed by the developer. Seecon will extend West Leland Road to the existing Pittsburg City limits to the west. Any further extension of West Leland Road to Willow Pass Road will be constructed by others.

This amendment to the MOU also increases to \$250,000 the amount of surety to be provided by Seecon for Local Transportation Mitigation Fees due at the time building permits are issued.

ATTACHMENTS: Resolution
 Amendment Four to the Memorandum of Understanding

Report Prepared By: Jolan Longway
 Clean Water Program Coordinator

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Resolution Approving Amendment Four to)
the Memorandum of Understanding Between)
the City and Seecon Construction Inc. for)
Local Transportation Mitigation Fees)

RESOLUTION NO. 20-

The Pittsburgh City Council FINDS AND DETERMINES as follows:

WHEREAS, on December 22, 1992 the City and Seecon Construction Inc. entered into a Memorandum of Understanding (MOU) for construction of the West Leland Road Extension project to be funded through the Local Transportation Mitigation Fees collected with building permits issued for new construction; and,

WHEREAS, the MOU outlined the portions of roadway obligated to be constructed by Seecon and portions of the project that Seecon would construct on the City's behalf, with project expenses reimbursed through credits that reduced the total amount of Local Transportation Mitigation Fees to be paid by Seecon; and,

WHEREAS, under terms of the MOU with the City, Seecon obtained building permits for construction of homes and provided the City with a surety for each batch of building permits obtained, prior to the completion of the roadway project; and

WHEREAS, on December 4, 2000, the City and Seecon executed the First Amendment to the MOU, adjusting the timing for construction of the West Leland Road Extension due to delays establishing the assessment district to defray the costs constructing West Leland Road and acquisition of right-of-way; and

WHEREAS, on February 4, 2002, the City and Seecon executed the Second Amendment to the MOU, amending the previously estimated costs for the West Leland Road extension project and providing Seecon full credit of their Local Transportation Mitigation Fee; and

WHEREAS, on June 4, 2003, the City and Seecon executed the Third Amendment to the MOU regarding reimbursement to Seecon for costs incurred for design studies concerning the West Leland Road Extension project; and

WHEREAS, the intent of Amendment Four is to modify the description of the extent of the West Leland Road extension project to be constructed by developer to the existing Pittsburgh City limits to the west. Any further extension of West Leland Road to Willow Pass Road will be constructed by others; and,

WHEREAS, Amendment Four to the MOU also increases the amount of surety to be provided by Seecon for Local Transportation Mitigation Fees due at the time of issuance of building permits to \$250,000.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburg hereby approves and authorizes the City Manager to execute the Fourth Amendment to the Memorandum of Understanding.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 6th day of April 2020, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Mayor

ATTEST:

Alice E. Evenson, City Clerk

**FOURTH AMENDMENT TO
MEMORANDUM OF UNDERSTANDING**

THIS FOURTH AMENDMENT TO MEMORANDUM OF UNDERSTANDING (the “**Fourth Amendment**”) is made and entered into this ____ day of _____, 2019, by and between the CITY OF PITTSBURG, a municipal corporation (“**City**”) and SEECON FINANCIAL & CONSTRUCTION CO., INC., a California corporation; WEST COAST HOME BUILDERS, INC., a California corporation; and ALBERT D. SEENO CONSTRUCTION CO., a California limited partnership (hereinafter collectively referred to as “**Seecon**”).

This is the Fourth Amendment to the Memorandum of Understanding for traffic mitigation fee (“**MOU**”) entered into and effective December 22, 1992, by and between the City and Seecon (originally including North State Development Company, a Seecon-affiliated company now dissolved and succeeded in interest by West Coast Home Builders, Inc. and Albert D. Seen Construction Co.).

RECITALS

A. On December 22, 1992, the parties entered into the MOU setting forth the parties’ agreement as to the timing for, construction of, and reimbursement to Seecon for the West Leland Road Extension Fee Project, as defined therein.

B. The MOU was subsequently amended on December 4, 2000, February 4, 2002, and June 4, 2003.

C. The MOU, as amended, contemplated Seecon designing and constructing two additional lanes in addition to the two existing lanes from the west boundary of the San Marco property to Willow Pass Road in Concord (defined therein as a portion of the “West Leland Fee

Project”) and receiving full reimbursement for these lanes through traffic fee credits. The parties have determined that the design and construction of that portion of the West Leland Fee Project beyond the current Pittsburg City limits is not necessary or economically viable given the design constraints and topography in the area. Furthermore, the parties agree that any of such roadway improvements beyond the City’s jurisdiction should be completed by the appropriate jurisdiction. Accordingly, the parties wish to revise the MOU through this Fourth Amendment to amend the definition of the West Leland Fee Project so that the West Leland Road Extension shall terminate at the Pittsburg City limits and not at Willow Pass Road in Concord pursuant to the provisions hereof.

NOW, THEREFORE, the parties hereto agree as follows:

1. The MOU, as amended, describes the improvements which currently comprise the West Leland Fee Project. The parties hereby amend the description of the West Leland Fee Project to delete that portion of the West Leland Road Extension between the Pittsburg City limits and Willow Pass Road in Concord. The new West Leland Road Extension between San Marco and the Pittsburg City limits is depicted on the attached *Revised Exhibit A between Point “C” and Point “D”*.

2. The parties agree that rather than extend two additional lanes from the west boundary of the San Marco property to Willow Pass Road in Concord, that Seecon will construct a new, four lane road from the west boundary of San Marco to the west Pittsburg city limit line and receive full reimbursement for the actual cost of these improvements through traffic fee credits. A Preliminary Cost Estimate is attached as Exhibit B.

3. Section 3.2 of the MOU is hereby amended to provide that the amount of the bonds that Seecon shall provide pursuant to the provisions thereof shall be in the approximate

amount of \$250,000 as necessary to offset LTMF fee credits that are granted by the City prior to the completion of the West Leland Fee Project in accordance with the MOU. Seecon and the City shall meet in June and December of each year in which the MOU remains in effect to review and reconcile the status of the LTMF fee credits and outstanding bonds.

4. Except as otherwise modified herein, the MOU shall remain in full force and effect and nothing contained herein shall relieve the parties of their rights or obligations thereunder.

Executed the day and year first above written.

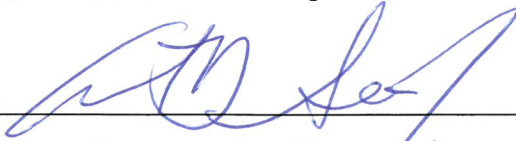
City: **CITY OF PITTSBURG,**
a municipal corporation

By: _____

Name: _____

Its: _____

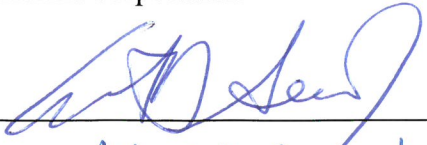
Seecon: **SEECON FINANCIAL & CONSTRUCTION**
CO., INC., a California corporation

By:  _____

Name: Albert D. Seeng, Jr.

Its: President

WEST COAST HOME BUILDERS, INC.,
a California corporation

By: 
Name: Albert D. Seeno, Jr.
Its: President

ALBERT D. SEENO CONSTRUCTION CO.,
a California limited partnership

By: ALBERT D. SEENO CONSTRUCTION CO.,
INC., a California corporation
Its: Managing General Partner

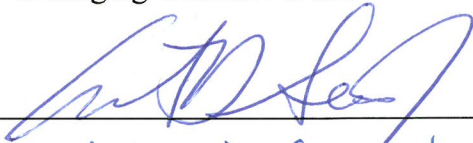
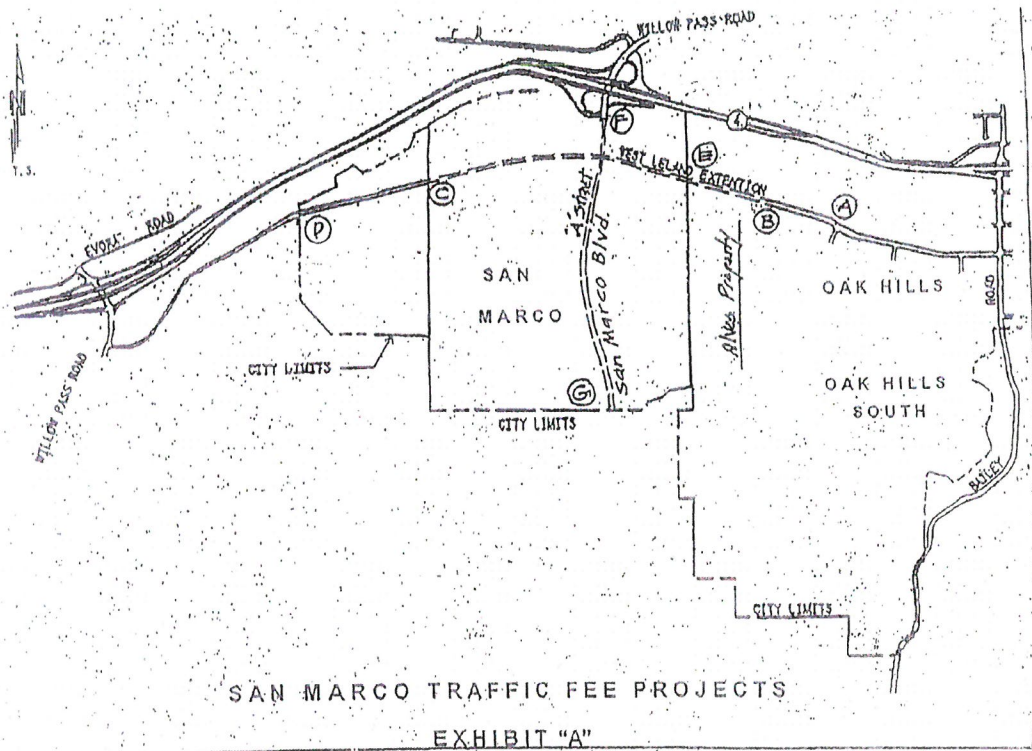
By: 
Name: Albert D. Seeno, Jr.
Its: President

EXHIBIT A

WEST LELAND ROAD EXTENSION DEPICTION



REVISED 9/5/19

EXHIBIT B

PRELIMINARY COST ESTIMATE

Roadway: West Leland Road
 Limits: Santa Teresa Drive to West City Limit Line - 3,046 LF
 Length: 3,046 LF
 Cross-Section: 100' R/W, 4 Lane with Median and Sidewalks

ITEM NO.	ITEM DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL	COMMENTS
1	SWPPP	1	LS	50,000	\$ 50,000	SWPPP for R/W width plus slope areas
2	Erosion control	1	LS	75,000	\$ 75,000	E.C. for R/W width plus slope areas
3	Clearing and Grubbing	1	LS	200,000	\$ 200,000	Clear existing pavement and R/W width plus slope areas
4	Remedial Grading	1	LS	100,000	\$ 100,000	Overexcavation, Key Ways and Subdrains
5	Earthwork- Embankment	575,000	CY	5.00	\$ 2,875,000	
6	Roadway Aggregate Base	177,000	SF	5.00	\$ 885,000	Assume W. Leland Ph. 1 Pavement Section = 21" AB x 64" width
7	Roadway Asphalt Concrete	177,000	SF	5.00	\$ 885,000	Assume W. Leland Ph. 1 Pavement Section = 5.5" AC x 64" width
8	Curb and Gutter (incl. base)	6,000	LF	20.00	\$ 120,000	2 times project length
9	Median Curb (incl. base)	6,000	LF	18.00	\$ 108,000	2 times project length
10	10' Concrete Sidewalk (incl. base)	61,000	SF	6.00	\$ 366,000	10' wide sidewalk both sides
11	Subsurface Drain	12,000	LF	25.00	\$ 300,000	1 subdrain each side of median
12	15' Landscaped Median	46,000	SF	5.00	\$ 230,000	15" planted median
13	3.5' Lanscaped Park Strip	30,000	SF	5.00	\$ 150,000	3.5" wide park strip both sides
14	Irrigation System for Landscaping	76,000	SF	3.00	\$ 228,000	Area is item two previous item qtys combined
15	Storm Drain Inlets and Manholes	20	EA	6,000	\$ 120,000	Assume one inlet or manhole every 300' on SD main
16	24" Storm Drain Main	3,046	LF	100	\$ 304,600	Assume single 24" Main running parallel to road centerline
17	Signing and Striping	3,046	LF	10.00	\$ 30,460	\$4/LF of roadway for striping plus \$1/LF for signs
18	Street Lights	47	EA	2,500	\$ 117,500	Assume one light each side every 175 SF of road
19	Traffic Signals	2	EA	400,000	\$ 800,000	
20	Signal Interconnect System	3,046	LF	20.00	\$ 60,920	Single conduit and cable running parallel to centerline
21	Mobilization	1	LS	150,000	\$ 150,000	1% of construction items
22	Construction Staking	1	LS	100,000	\$ 100,000	1% of construction items
23	Fine Grade	305,000	SF	1.00	\$ 305,000	

Assumptions:

1. Unit prices based on West Lealnd Road Extension in 2019

SUBTOTAL	\$ 8,560,480
5% MANAGEMENT FEE	\$ 428,024
CIVIL & GEOTECHNICAL ENGINEERING, FEES, BONDS & CONTIGENCY -20%	\$ 1,712,096
TOTAL	\$ 10,700,600



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing the City Manager to Execute a Professional Services Agreement for Site Reuse Assessment and Revitalization Planning Services

MEETING DATE: April 6, 2020

EXECUTIVE SUMMARY

The City of Pittsburg has been awarded \$800,000 of Multipurpose Brownfield funding from the United States Environmental Protection Agency (EPA), and desires to retain the services of a firm to provide Site Reuse Assessments and Revitalization Planning related to brownfield sites. The Environmental Services Division has received Statement of Qualifications, conducted interviews and negotiations, and recommends the selection of De Novo Planning Group for the services

FISCAL IMPACT

The City received \$800,000 in EPA funding for management and revitalization of brownfields. There are sufficient funds to accommodate De Novo Planning Group's not to exceed project amount of \$160,695.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution authorizing execution of a Professional Services Agreement with De Novo Planning Group for Site Reuse Assessment and Revitalization Planning Services.

BACKGROUND

The City of Pittsburg has assumed several identities since its establishment in 1839, including a Gold Rush way station (1850's), coal mining town (1855), fishing, canning and heavy industrial hub (1906), World War II and Korean War staging area (1942-1954), and suburban bedroom community (1960-2010's). After a 34% population growth between 1990 and 2010, Pittsburg is in the midst of another identity shift, and has its sights on higher paying employers, modern recreational opportunities, and walkable affordable mixed-use

downtown and central cores. Its progress however, has been impeded by brownfields that occupy waterfront and opportunity zone areas.

Brownfields are properties at which the expansion, redevelopment, or reuse may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. In 2017, the City received a \$300,000 EPA grant for environmental assessments of existing brownfields. In addition to the assessment funding, this \$800,000 Multipurpose Grant provides funding for addressing a wider range of development hurdles brought on by brownfields, including site assessments, clean up planning, remediation, and reuse planning.

Site reuse assessments and Revitalization Plans for key brownfield regions in Pittsburgh will be guiding information for the rest of the Multipurpose grant efforts. The assessment will include in-depth community workshops, intensive market and infrastructure research, environmental studies and more that will inform staff, property owners, developers, and potential stakeholders of the greatest and best use of these brownfield regions. It is staff's goal to utilize the resulting Revitalization Plans and research as economic development tools to attract the right kind of development, guide property owners in their development efforts, and inform City projects.

SUBCOMMITTEE FINDINGS

The item was discussed at the January 27, 2020 Waterfront and Economic Development Subcommittee meeting at which the subcommittee agreed with staff recommendation to move forward solicitation of an RFQ for Site Reuse Assessment and Revitalization Planning Services.

STAFF ANALYSIS

The City of Pittsburgh has been awarded Multipurpose Brownfield funding from the EPA. Under the Cooperative Agreement between the City of Pittsburgh and the EPA, the City of Pittsburgh may acquire the services of a qualified professional to complete grant activities including site assessments, clean-up planning, remediation, and reuse planning.

Staff released the attached Request for Qualifications (RFQ) for Site Reuse Assessment and Revitalization Planning Services in February 2020. The RFQ asked applicants to demonstrate their resource capability, experience, ability to complete federally funded projects, project management approach, schedule, familiarity with public works projects and budget. Staff received four responses. The three top qualified firms were interviewed. De Novo Planning Group was selected as the preferred firm. The budget negotiated to proceed was for an amount not to exceed \$160,695. De Novo Planning Group's schedule anticipates this project to last approximately twelve months.

ATTACHMENTS: Resolution
 Professional Services Agreement for Site Reuse Assessment and
 Revitalization Planning Services
 Request for Qualifications

Report Prepared By: Sara Bellafronte, Administrative Analyst II

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

A Resolution Authorizing the City Manager to)
Execute a Professional Services Agreement) RESOLUTION NO. 20-
For Site Reuse Assessment and Revitalization)
Planning Services)

The City Council of the City of Pittsburgh FINDS AND DETERMINES as follows:

WHEREAS, the City of Pittsburgh desires to revitalize its brownfields to combat pollution, blight, stagnation and other economic development hurdles associated with them; and

WHEREAS, the City Council authorized the acceptance of a \$800,000 Multipurpose Brownfield Grant from the United States Environmental Protection Agency on January 21, 2020; and

WHEREAS, Site Reuse Assessment and Revitalization Plans for key brownfield regions in Pittsburgh will be guiding information for development opportunities and future Multipurpose Brownfields Grant efforts in Pittsburgh; and

WHEREAS, the City of Pittsburgh conducted a formal competitive bid process through which De Novo Planning Group was selected as the most qualified firm for the project.

NOW, THEREFORE, the City Council DOES RESOLVE as follows:

SECTION 1. Findings

- A. All the recitals above are true and correct and incorporated herein.

SECTION 2. Authorization

- A. The City Council authorizes the City Manager to execute a Professional Services Agreement with De Novo Planning Group in the not to exceed amount of \$160,695.

SECTION 3. Effective Date

- A. The City Clerk shall certify to the adoption of this Resolution.
B. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 6th day of April 2020 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Mayor

ATTEST:

Alice E. Evenson, City Clerk

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF PITTSBURG AND
DE NOVO PLANNING GROUP**
(general services)

THIS Agreement ("Agreement") for consulting services is made by and between the City of Pittsburgh ("City") and De Novo Planning Group ("Consultant") (together referred to as the "Parties") as of April 7, 2020 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A, and incorporated herein, at the time and place and in the manner specified therein.

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on April 7, 2021 or the date the Consultant completes the services specified in Exhibit A, whichever occurs first, unless the term of the Agreement is otherwise terminated or extended, as referenced herein.
- 1.2 Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, requests in writing the reassignment of any such persons to ensure Consultant performs services in accordance with the Standard of Performance, Consultant shall, immediately upon receiving City's request, reassign such persons.
- 1.4 Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided herein above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed one hundred sixty thousand six hundred ninety-five dollars \$(160,695), as set forth in Exhibit B, attached hereto and incorporated herein for services to be performed and reimbursable expenses incurred under this Agreement. This dollar amount is not a guarantee that the City will pay that full amount to the Consultant, but is merely a limit of potential City expenditures under this Agreement.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information, unless waived by the City Manager, or his or her designee:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall pay undisputed invoices that comply with the above requirements within 30 days from the receipt of the invoice.

2.3 Final Payment. Consultant shall submit its final invoice within 60 days of completing its services. Consultant's failure to submit its final invoice within this 60 day period shall constitute Consultant's waiver of any further billings to, or payments from, City.

2.4 Reimbursable Expenses. Reimbursable expenses, if any, are specified in Exhibit B and included in the total compensation referenced in Section

2. Expenses not listed in Exhibit B are not chargeable to, or reimbursable by, City.

2.5 Payment of Taxes. Consultant is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.

2.6 Authorization to Perform Services. The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of a written authorization from the City Manager, or his or her designee.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement

Section 4. INSURANCE REQUIREMENTS. Before beginning any services under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall be fully responsible for the acts and omissions of its subcontractors or other agents.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Consultant is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$2,000,000 per occurrence and \$4,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis.

Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Consultant has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.
- b. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.
- c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and non-contributing.
- d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.
- e. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than

\$1,000,000 per occurrence or claim covering the Consultant's errors and omissions.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Submittal Requirements. Consultant shall submit the following to City prior to beginning services:

- a. Certificate of Liability Insurance in the amounts specified in this Agreement; and
- b. Additional Insured Endorsement as required for the General Commercial and Automobile Liability Policies.

4.4.2 Acceptability of Insurers. All insurance required by this Agreement is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.3 Deductibles and Self-Insured Retentions. Insurance obtained by the Consultant shall have a self-insured retention or deductible of no more than \$100,000.

4.4.4 Wasting Policies. No policy required herein shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

4.4.5 Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents, and subcontractors.

4.4.6 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

4.4.7 Excess Insurance. If Consultant maintains higher insurance limits than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by the Consultant.

4.5 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option: 1) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; 2) order Consultant to stop work under this Agreement and withhold any payment that becomes due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1 General Requirement. To the fullest extent permitted by law, Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers (collectively, "Indemnitees") from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, costs and fees of litigation, (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the services under this Agreement, or its failure to comply with any of its obligations contained in this Agreement, or its failure to comply with any

applicable law or regulation, except such Liability caused by the sole negligence or willful misconduct of City.

Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damage or claims for damages whether or not such insurance policies shall be determined to apply.

- 5.2 PERS Indemnification.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONSULTANT.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City.
- 6.2 Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Consultant shall also, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.
- 7.3 Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have, and

will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

- 7.4 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, sexual orientation, gender or gender identity, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.
- 7.5 Registration and Monitoring.** Consultant shall be currently registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5, except in limited circumstances as referenced in Labor Code section 1771.1(a). Additionally, Consultant is hereby notified that this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 7.6 Prevailing Wage Rates.** In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the services described in Exhibit A are to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work as provided in the California Labor Code must be paid to all workers engaged in performing the services described in Exhibit A. In accordance with California Labor Code Section 1773.2, the City has obtained the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City's General Services Department and shall be made available on request. Contractor must comply with all applicable laws and regulations that apply to wages earned in performance of the services described in Exhibit A. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the City harmless from any and all claims

made by any worker, governmental agency or other third party with regard thereto.

The Consultant and any subcontractors engaged in performance of the services described in Exhibit A shall comply with Labor Code Section 1775, which establishes a penalty per day for each worker engaged in the performance of the services described in Exhibit A that the Consultant or any subcontractor pays less than the specified prevailing wage.

In accordance with Labor Code Section 1776, the Consultant and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Such records shall be in kept, maintained and made available in accordance with the requirements of Labor Code Section 1776.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** Upon ten days' prior written notice, City may cancel this Agreement at any time and without cause upon such written notification to Consultant. In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.
- 8.2 Amendments.** The parties may amend this Agreement only by a writing signed by the parties hereto.
- 8.3 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City Manager, or his or her designee. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the

subcontractors noted in the proposal, without prior written approval of the City Manager, or his or her designee.

8.4 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant, including but not limited to the provisions of Section 5, shall survive the termination of this Agreement.

8.5 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

8.5.1 Immediately terminate the Agreement;

8.5.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.5.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.5.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

8.5.5 The remedies mentioned in this Agreement are not exclusive of any other right, power or remedy permitted by law. The City's failure or delay in exercising any remedy shall not constitute a waiver of such remedy or preclude the further exercise of City's rights.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement, and the City may use, reuse or otherwise dispose of the documents without Consultant's permission. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily

suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential drafts and will not be released to third parties by Consultant without prior written approval of City.

- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Pursuant to Government Code Section 8546.7, the Agreement may be subject to the examination and audit of the State Auditor for a period of 3 years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in Contra Costa County or in the United States District Court for the Northern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

- 10.6 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

- 10.7 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

- 10.8 Notices.** Any notice, demand, request, consent or approval that either party is required to give the other pursuant to this Agreement, shall be in writing and may be given by either (i) personal service, or (ii) certified United States mail, postage prepaid, return receipt requested,. Notice shall be effective upon personal delivery or delivery to the addresses specified below, as reflected on the receipt of delivery or return receipt, as applicable.

Consultant : De Novo Planning Group
1020 Suncast Lane #106
El Dorado Hills, CA 95762
ATTN: Beth Thompson

City: City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
ATTN: City Manager

- 10.9 Professional Seal.** Where applicable in the determination of the City Manager, or his or her designee, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled “Seal and Signature of Registered Professional with report/design responsibility.”

- 10.10 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A and B represents the entire and integrated agreement between City and Consultant and supersedes all

prior negotiations, representations, or agreements, either written or oral. To the extent there are any inconsistencies between this Agreement, the Exhibits, and Consultant's proposal, the Agreement shall control. To the extent there are any inconsistencies between the Exhibits and the Consultant's Proposal, the Exhibits shall control.

Exhibit A Scope of Services
Exhibit B Compensation Schedule

10.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.12 Construction of Agreement. Each party hereto has had an equivalent opportunity to participate in the drafting of the agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.

10.13 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any third parties.

The Parties have executed this Agreement as of the Effective Date.

CITY OF PITTSBURG

CONSULTANT

Garrett Evans, City Manager

Beth Thompson, Principal

Attest:

Alice E. Evenson, City Clerk

Approved as to Form:

Donna Mooney, City Attorney

EXHIBIT A

SCOPE OF SERVICES

PHASE 1: PROJECT INITIATION AND MANAGEMENT

Task 1.1 Kick-off Meeting and Tour

Within one week of project commencement, the De Novo team will meet via conference call with City staff to kick-off the project and discuss the following:

- Expectations for schedule, including key milestones and deliverables;
- Finalize Work Plan, including scope of work (site selection), budget, and schedule, if necessary;
- Finalize project integration and timeline with General Plan work;
- Discuss methods for separation of General Plan and Brownfield work;
- Discuss community engagement approach, including identification of stakeholders;
- Format for community workshops and online presence;
- Data request for relevant background documents (adopted documents, reports, and studies); and
- Discuss individual meetings with Council Members.

Task 1.2 Site Selection

Within two weeks of project commencement, the De Novo team will meet via conference call with City staff select Revitalization Sites. Prior to the meeting, De Novo will prepare an on-line GIS map of the City's vacant and underutilized sites layered with the two revitalization regions (Former NRG Power Plant and 75 Bliss Avenue) identified in the City's request for proposals. Input from the General Plan outreach efforts as it relates to site selection will be discussed. Using a virtual meeting tool, City staff and the De Novo team will review vacant, underutilized, and opportunity sites and the revitalization regions via on-line GIS mapping to select 5 to 10 parcels for further analysis.

Following the preliminary site selection, it is anticipated that the De Novo team and City staff will be available for a series of virtual meetings to be conducted with City Council members to receive any additional input regarding Revitalization Site selection. Following input from City Council members, City staff and De Novo will finalize the Revitalization Sites selected for further analysis.

Please note that stakeholders will be engaged during Phase 2.

Task 1.3 Project Administration and Coordination

As described in this proposal, our strategy includes two dedicated project managers who will be hands-on for the development of the Site Reuse Assessments and Revitalization

Plan. Our management team will attend all of the workshops and meetings, and will also be the primary authors of the Land Use Alternatives Report and Revitalization Plan. Our internal administration procedures include: regular check-ins with subconsultant teams, internal weekly conference calls with the management team from De Novo and each subconsultant (as relevant to the timing of the task of each subconsultant), including internal deliverables necessary to meet our deliverables to the City, and establishment of a secure online file sharing site to assure that all background documents, technical reports, updated schedules, and approach memos are readily available to each team member.

We will closely coordinate with the City through each part of the process. Steps we take to assure timely performance include: regular project calls, monthly status reports, and a project task list that we update each month with the status of each task and deliverable, including subconsultant deliverables.

Deliverables:

Kick-off Tour Summary, Final Work Plan, Preliminary and Final Site Selection. Monthly status reports

PHASE 2: COMMUNITY ENGAGEMENT

Task 2.1 Media and Survey

Print and Social Media

De Novo will develop content for the City to distribute at City Hall, community centers, and other key locations as well as to post on the City's website and social media platforms to increase public interest and participation. We will prepare a Revitalization Plan Factsheet that identifies the intent of the project, the revitalization sites that will be addressed, and specific opportunities for public input. Prior to each workshop, we will prepare a Workshop Flyer and a mailer-sized announcement for the City to distribute.

We understand that the City and its Police Department maintain Facebook pages, a Twitter account, and e-mailing lists. There are also many active Nextdoor neighborhoods in Pittsburgh, and the City can post messages to these users through an official City-sponsored account. We will prepare a series of social media posts to advertise the community workshops and survey, to introduce documents to the public, and to encourage community input and participation throughout the process.

Online Mapping and Surveys

We will use online mapping tools, such as ESRI Story Map, to identify each Revitalization Site, depict key issues and opportunities identified, and highlight the land use alternatives and reuse opportunities for each site. The Story Map will be accompanied by a survey to identify community preferences related to the land use scenarios and associated growth potential for each revitalization site and the overall priority for redevelopment and reuse of the sites. We anticipate that the Story Map survey will be incorporated into the surveys developed for the General Plan Update effort and that the survey will be designed to

identify preferences for the individual Revitalization Sites as well as the community's thoughts regarding the overall Citywide land use map themes and alternatives.

Task 2.2 Community and Stakeholder Workshops

Three Community and Stakeholder Workshops will be held to familiarize the community with the project and develop a strong understanding of the community's preferences and priorities will focus on: 1) communicating the intent of the Brownfield Revitalization Planning project to the public and inviting public input, 2) identifying the community preferences, land use priorities, and development vision for each Revitalization Site, and 3) receiving community feedback on preferred Development Plans following completion of Phase 3.

The workshops will focus on: 1) communicating the intent of the project, 2) explaining the relationship between the Development Code and General Plan to the public, 3) inviting public input, and 4) identifying the residents and stakeholders' priorities and key issues to address. The workshops will include activities, questionnaires, and presentations designed to solicit input and feedback from the public and each workshop will include an activity focusing on neighborhood-specific issues.

Maps and exhibits are crucial to conceptualizing design, placemaking, and land use options. To this end, we will make extensive use of maps and exhibits to identify specific land uses that the community wishes to attract or retain, enhancements desired by the community, and the vision for each Revitalization Site. Participants will be presented with handouts, maps/exhibits, and materials as needed to provide complete information and to facilitate meaningful participation.

*Optional: The in-person meetings may be converted to a series of virtual meetings that would involve a video presentation regarding the Revitalization Sites followed by an on-line survey to identify community concerns and preferences related to each Revitalization Site.

Task 2.3 Technical Advisory Committee

De Novo will present the Revitalization Sites to the General Plan Technical Advisory Committee prior to the development of the Site Reuse Assessments in order to receive input related to goals, preferences, and priorities for each Revitalization Site. Following development of the Site Reuse Assessments, including development scenarios for each site, we will follow up with the Technical Advisory Committee to identify the preferred development plan for each site. The recommendations of the Technical Advisory Committee will be provided to the Planning Commission and City Council for consideration.

Task 2.4 City Council and Planning Commission Meetings

It will be important to provide information and received feedback from the Planning Commission and City Council on the Land Use Alternatives Report and the Revitalization Plan. We anticipate that the initial vision, land use alternatives, and revitalization approach for each Revitalization Site developed under Task 3 will be presented to the Planning Commission and City Council as part of the study sessions for the General Plan Update.

Following completion of the Revitalization Plan (Task 4), De Novo will coordinate with City staff to present the Revitalization Plan to the City Council adoption.

Deliverables:

Factsheet and Meeting Flyers (digital version); Social media content (digital version); Community survey / StoryMap; City Council/Planning Commission meeting materials (digital version of meeting packets)

PHASE 3: SITE REUSE ASSESSMENTS

The project team is familiar with key issues and opportunities facing the City and is ready to hit the ground running upon project kick-off. This task is focused on first assessing the City's selected Revitalization Sites, then developing a range of land use and development scenarios for each region. This Site Reuse Assessments effort anticipates a detailed assessment the selected Revitalization Sites, with up to six parcels or sites anticipated depending on the selected site sizes and features. For each site, we anticipate the following analysis:

Community and Stakeholder Preferences

The priorities, land use preferences, and community vision identified for each site as part of Task 2.2 will be identified and a description of how the input was used to develop the land use scenarios will be provided.

Evaluation of Infrastructure

Based on existing available information, including the Phase 1 and/or Phase II reports, and City infrastructure mapping and data, a brief description of existing on-site infrastructure (such as fire and life safety; utilities such as boiler house, electrical substation; security; specialized industrial equipment, assets, services and chemicals) as well as infrastructure available to serve the site (electric, natural gas, fiber optic cable, water, sewer, stormwater, wastewater systems and other utilities or resources), including availability, location, age, condition, and capacity, will be provided.

It is anticipated that the discussion will focus on the availability and location of infrastructure in the context of potential issues related to infrastructure needs as well as benefits of existing infrastructure related to the development scenarios for each site. The discussion will address opportunities to maximize use of existing infrastructure and this scope anticipates that detailed infrastructure analysis and plans would be prepared as part of any future development proposals prepared to implement the Revitalization Plan.

Physical Environmental Conditions

Physical environmental conditions for each site will be described based on existing data, including USDA soils data, Department of Water Resources hydrological data, habitat types based on the California Natural Diversity Database, and environmental constraints based on the Cortese List, state EnviroStor and GeoTracker databases, and any available Phase I and/or Phase II Environmental Site Assessments. This description of existing conditions will focus on identifying any known constraints to site development, including contamination, soils and geologic constraints, and natural resources, as well as identifying

any physical features or resources, such as ridges, shorelines, and views, that should be preserved or enhanced through the site planning effort.

Land Use Assessment

We will conduct a meaningful assessment of existing land use opportunities, based on current General Plan and zoning requirements, as well as a range of development scenarios that can be incorporated into the General Plan Update process. For each site, up to three development scenarios including a "Business as Usual" scenario will be developed that consider the applicable federal, state, and local regulatory framework, including the City's Public Trust Lands Use Plan for relevant sites, input from City decision-makers, officials, stakeholders, and residents associated with preferred land uses and development types, and the market demand for various residential, commercial, mixed-use, industrial, and other uses.

Background information will include identification and review of pertinent local, regional, and state land use regulations and outcomes of interviews with key land use officials.

We anticipate an initial review of the scenarios with City staff in April 2020 prior to the detailed analysis that will be performed in this phase. The analysis of each scenario will include the following:

- Potential changes in land use designations and associated zoning districts
- Residential growth, in terms of single family, multi-family, and/or mixed-use units and associated population
- Community services growth, including amount of retail, restaurant, services, and other commercial uses and the associated number of jobs that would be supported
- Employment generating uses, including the anticipated industrial sector (technology, medical, research and development, warehousing, energy production, etc.), the projected amount of office, light industrial, and heavy industrial development, and the associated jobs that would be created
- Recreation, education, and other community amenities, including the amount of parks, open space, schools, and public-quasi public uses envisioned and the associated services and employment capacity
- Circulation improvements and considerations
- Regulatory opportunities and constraints
- Necessary entitlements, approvals, and permits to achieve the development scenario

In order to coordinate this effort with the General Plan Update effort, we anticipate that the Land Use and Capacity Report prepared for the General Plan Update will address each Revitalization Site and present the range of potential land use scenarios, market feasibility,

and community health considerations for each region. This approach will allow the public to comment on the preferred development plan for each Revitalization Site while also providing input on the effect of various land use alternatives on the entire City of Pittsburgh, in terms of growth, circulation, mobility, economic, and public services. This approach will also ensure that the preferred General Plan Land Use Map captures the City's preferences for each Revitalization Site and analyzes the preferred growth as part of the General Plan Environmental Impact Report, which will streamline the future environmental review for development projects that are consistent with the Revitalization Plan.

Market Feasibility

De Novo will work with New Economics and Advisory to conduct a high-level comparative analysis of the development scenarios developed for each Revitalization Site from an economic development standpoint. The market feasibility analysis will include the following:

- Desktop review of publicly available real estate and economic development data, including recent development activity in the area.
- Identification of key trends and demographics
- Summary of stakeholder input related to economic conditions and community needs
- Economic and market implications will be assessed by studying the potential quantity and character of job growth of each Revitalization Site for each growth scenario.

Community Health Assessment

The community health implications of each development scenario on a particular Revitalization Site will be described, including threats to sensitive populations. This assessment will address available public health data and indicators, community safety concerns, health implications, economic factors, and social and environmental justice concerns. This assessment will take into consideration input on Pittsburgh's community health priorities, needs, and gaps as provided by various community stakeholders during Phase 2 (Community Engagement), such as youth groups, educators, healthcare providers, churches, non-profit organizations, and organizations that provide services to disadvantaged and at-risk populations. This assessment will incorporate site-specific information, where available, from the Environmental Justice assessment prepared for the General Plan Update Land use and growth scenarios that would improve public health conditions will be highlighted, while scenarios that would worsen public health conditions will be identified along with recommendations to mitigate any worsened conditions, where feasible. The potential for each development scenario to alleviate, versus exacerbate, local public health challenges will be identified.

Site Disposition

For each Revitalization Site, the current ownership will be identified based on County assessor data. Transfer options that would assist in achieving the land use and growth scenarios will be presented, with a discussion of the benefits and challenges associated

with various disposition options, such as property sale, ground lease, and lease with option-to-purchase. Benefits, challenges, liabilities, obligations, and risk transfer options will be discussed. A preferred development scenario in terms of site disposition will be identified. Actions for implementation of the selected scenario for each site will be addressed in the Revitalization Plan..

Historic Properties and Special-Status Species Preservation

Recommendations for conserving known historic properties and special-status species will be provided.

Branding Plan

De Novo will identify recommendations for a Revitalize Pittsburgh Branding Plan, including suggestions to market the Revitalization Sites, solicit developers, and attract end-users in order to successfully implement each preferred scenario.

It is important that we receive City Council confirmation on the preferred scenario for each Revitalization Site in order to proceed with Revitalization Plan and with the General Plan Update EIR. We anticipate that this project will result in a focused study session with the Planning Commission and City Council in order to provide a site-specific review of each Revitalization Site prior to a study session with each body to receive direction on the overall land use alternatives developed for the General Plan Update.

Deliverables:

Administrative Draft, Screencheck Draft, and Final Site Reuse Assessments Report (digital)

PHASE 4: REVITALIZATION PLAN

Following the City Council's selection of the preferred scenario for each Revitalization Site, De Novo team will prepare a Revitalization Plan that reflects feasible and actionable approaches to implement the City's vision for each site. De Novo's team includes experts in preparing site-specific plans, Specific Plans, development proformas, and site assessments and will ensure that the Revitalization Plan is realistic and reflects planning best practices.

The Revitalization Plan will address the vision, changes in land use regulations, and types of improvements needed to implement the preferred development scenario for each site. The Revitalization Plan will include the following for each site:

Vision: A statement identifying the community's overall vision for the reuse and redevelopment of the site.

Goals and Objectives: A statement of the goals for redevelopment of the site, including any specific objectives related to the type and amount of development desired as well as objectives for community amenities and services.

Vision and Preferred Scenarios: A matrix will be provided that identifies each site's potential to achieve key aspects of the community's vision.

Development Plan: A description of the desired type of development, including the range of residential, commercial, community, public, recreational, industrial, and open space uses will be provided along with Land Use and Zoning Map identifying the appropriate land use designations and zoning districts to achieve the desired range of uses. The Development Plan will be accompanied by graphics illustrating the desired type of development. The Development Plan will describe the types of site improvements, such as remediation of existing hazardous conditions, conservation of historic or biological resources, geologic or soils considerations, and infrastructure improvements or connections, that are anticipated to be needed to implement the Development Plan.

Entitlements and Permits: City entitlements, including any changes in land use regulations such as a rezone, form-based code, precise development plan, and outside agency permits (CDFW, NPDES, USACE, etc.) needed to achieve the vision for each site will be described and land use covenants, easements, and other restrictions that may be suitable will be identified.

Implementation and Funding: A discussion of appropriate steps to implement the Development Plan, including regulatory steps associated with the entitlement and permitting process, funding opportunities (grants, loans, and private financing) to offset the costs and increase the feasibility of the Development Plan, and a milestone monitoring plan that identifies key steps in the Development Plan implementation process, associated timing, and the responsible party to ensure that the project remains on track will be developed. The intent of the implementation and funding plan is to provide a roadmap for successful realization of the Development Plan for each Revitalization Site.

Deliverables:

Administrative Draft, Screencheck Draft, and Final Revitalization Plan (digital)

PHASE 5: GRANT-RELATED ADMINISTRATION

Budget Tracking and Invoicing

Invoices will detail the dollars spent per activity per site. It is anticipated that Tasks 1, 2, and 5 will address all of the sites and will not be billed per site. Time on Tasks 3 and 4 will be detailed per site.

All invoices will solely reflect the work effort for the Brownfields grant. Work conducted for the General Plan Update will continue to be invoiced separately.

EPA-Required Reports

De Novo has teamed with TCR to provide required reports for the City's EPA grant. TCR will prepare the following reports, with supporting information provided by De Novo and the City:

Quarterly Reports

TCR will prepare quarterly reports that include the following elements:

1. Summary of successes/challenges over the past quarter.
2. Assistance needed from EPA.

3. Narrative update by task that follows the format of the approved work plan.
4. Progress made by organizations receiving subawards under this grant.
5. Cumulative expenditures to date by project task and budget category. A quarterly budget summary that includes information on cost share.
6. Spreadsheet of assessed sites.

ACRES Reporting/Data Uploads

Site data will be entered into the ACRES database quarterly by TCR.

Compliance with Laws, Quality Assurance, and Miscellaneous Assistance

The project team will comply with applicable laws and quality insurance requirements per the US EPA Brownfields Grant Program. It is noted that the scope of work focuses on potential land use development scenarios in order to develop an implementable Revitalization Plan and does not include a formal environmental assessment, environmental measures, or remediation work.

De Novo and TCR will provide supplemental assistance, up to the hours identified in the budget, to complete additional forms and reporting, as requested.

Deliverables:

- Monthly Invoice in City-Requested Format (digital)
- Quarterly Summary Report (4 reports, digital)
- Annual Summary Report (1 report, digital)
- ACRES Reporting/Uploads (4)

Assumptions

This cost estimate assumes the following:

- No field services, environmental assessments, or remediation is included.
- No delays will be encountered in performing the scope of services such as unforeseen travel circumstances, inclement weather, conditions deemed unsafe by De Novo or TRC, etc.
- Virtual meetings may be conducted in-lieu of in person community meetings. It is anticipated the consultants would participate and present using the City's virtual meeting software platform.

Schedule

Our team is committed to completing the Sites Reuse Assessments and Revitalization Plan in time to bring the Revitalization Sites land use options to City Council for consideration in September 2020 and finalizing the Revitalization Plan for adoption by February 2021. The General Plan Update would occur concurrently, with the Land Use Alternatives and Capacity Report completed in September 2020

and anticipated General Plan Update adoption hearings in June/July 2021. We have given careful consideration to the most effective method of completing the General Plan Update in a timely manner while allowing for this additional Revitalization Sites planning effort to inform the General Plan Land Use Map. To this end, we anticipate including a section in the Land Use Alternatives and Capacity Report that summarizes the potential land use scenarios for each Revitalization Site, ensuring that City Council direction on the preferred Land Use Map also considers the appropriate plan for each Revitalization Site. Program-level CEQA coverage will thus be provided for the Revitalization Sites, addressed as part of the growth potential of the City Council-preferred Land Use Map in the General Plan EIR. We anticipate that the City will complete review of all administrative draft documents within two weeks and all screencheck draft documents within one week. City staff review of draft presentations, meeting agendas and materials, etc. is anticipated to occur within two to four working days, unless the materials are exceptionally lengthy. This commitment will help ensure that the process moves forward on schedule and that the momentum of the project continues uninterrupted from start to finish.

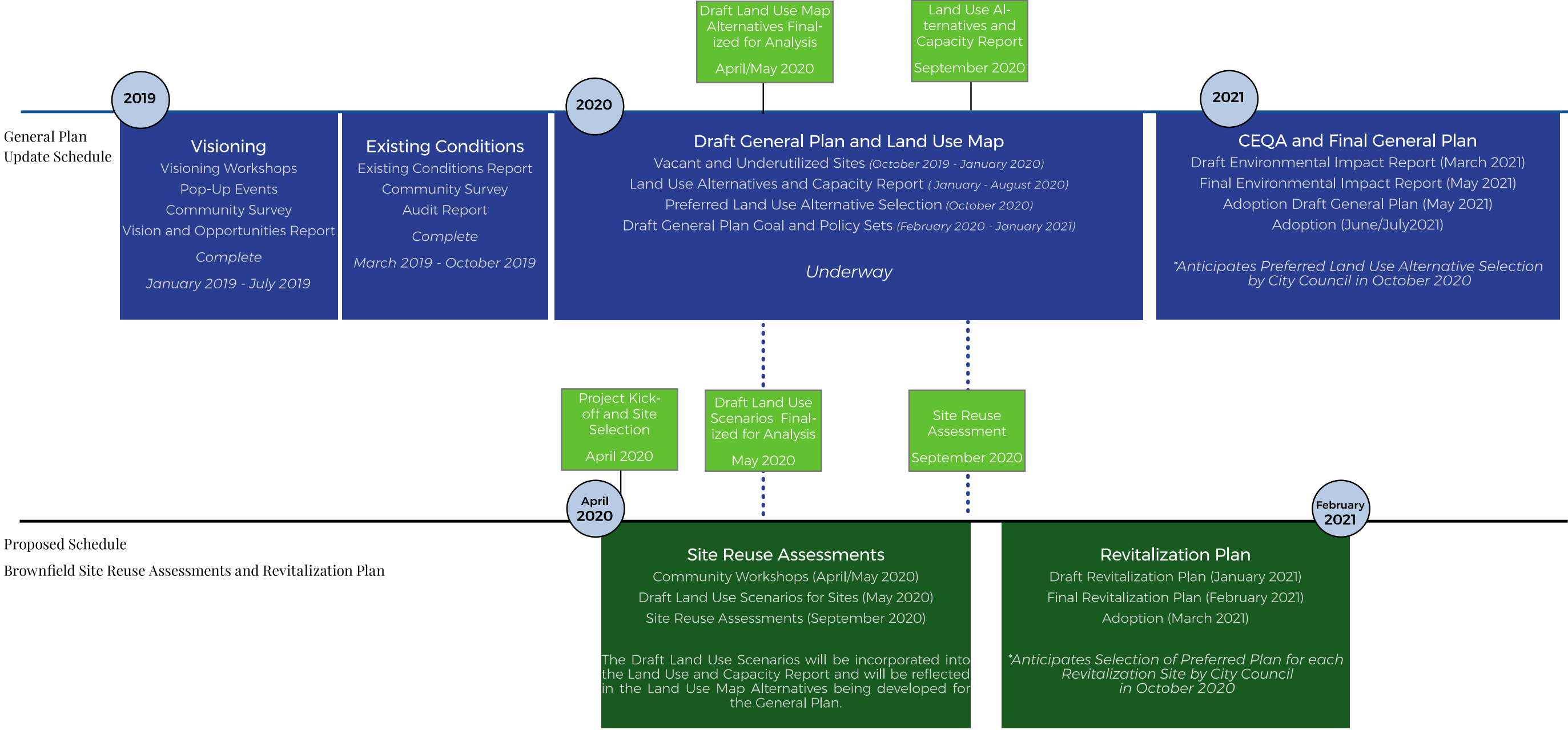


EXHIBIT B
COMPENSATION SCHEDULE

Within one week of project commencement, the De Novo team will meet via conference call with City staff to kick-off the project and discuss the following:

TASK/ACTIVITY	Project Manager/ Principal Planner		Senior / Associate Planners		GIS and Graphics		De Novo Subtotal		Econ/Fis cal	Traffic	Reportin g	Direct Costs	ACTIVITY
							TOTALS		New Economics & Advisory	TJKM	TCR	Printin g	TOTALS
	hours	\$135	hour s	\$105	hour s	\$85	hours	Fee					Fee
PHASE 1: PROJECT INITIATION AND MANAGEMENT													
Task 1.1: Kick-off	6	\$810	3	\$315	0	\$0	9	\$1,125	\$600	\$600	\$1,400	\$0	\$3,725
Task 1.2: Site Selection	24	\$3,240	8	\$840	12	\$1,020	44	\$5,100	\$0	\$0	\$0	\$0	\$5,100
Task 1.2: Project Administration and Coordination	16	\$2,160	0	\$0	0	\$0	16	\$2,160	\$0	\$0	\$0	\$0	\$2,160
PHASE 1: SUBTOTAL	46	\$6,210	11	\$1,155	12	\$1,020	69	\$8,385	\$600	\$600	\$1,400	\$0	\$10,985
PHASE 2: COMMUNITY ENGAGEMENT													
Task 2.1: Media and Survey	12	\$1,620	12	\$1,260	12	\$1,020	36	\$3,900	\$0	\$0	\$0	\$0	\$3,900
Task 2.2: Community and Stakeholder Workshops (3)	30	\$4,050	30	\$3,150	12	\$1,020	72	\$8,220	\$0	\$0	\$0	\$1,200	\$9,420
Task 2.3: Technical Advisory Committee (1)	6	\$810	6	\$630	0	\$0	12	\$1,440	\$0	\$0	\$0	\$400	\$1,840
Task 2.4: City Council and Commission Meetings (2)	12	\$1,620	12	\$1,260	4	\$340	28	\$3,220	\$0	\$0	\$0	\$400	\$3,620
PHASE 2 SUBTOTAL	60	\$8,100	60	\$6,300	28	\$2,380	148	\$16,780	\$0	\$0	\$0	\$2,000	\$18,780
PHASE 3: SITE REUSE ASSESSMENTS (5 Revitalization Sites)													
Task 3.1: Administrative Draft Site Reuse Assessments	90	\$12,150	240	\$25,200	50	\$4,250	380	\$41,600	\$20,000	\$14,000	\$0	\$0	\$75,600
Task 3.2: Final Site Reuse Assessments	20	\$2,700	16	\$1,680	8	\$680	44	\$5,060	\$1,200	\$1,200	\$0	\$0	\$7,460
PHASE 3 SUBTOTAL	110	\$14,850	256	\$26,880	58	\$4,930	424	\$46,660	\$21,200	\$15,200	\$0	\$0	\$83,060
PHASE 4: REVITALIZATION PLAN													
Task 4.1: Administrative Draft Revitalization Plan	72	\$9,720	74	\$7,770	38	\$3,230	184	\$20,720	\$2,500	\$0	\$0	\$0	\$23,220
Task 4.2: Final Revitalization Plan	12	\$1,620	10	\$1,050	4	\$340	26	\$3,010	\$0	\$0	\$0	\$0	\$3,010
PHASE 4 SUBTOTAL	84	\$11,340	84	\$8,820	42	\$3,570	210	\$23,730	\$2,500	\$0	\$0	\$0	\$26,230

PHASE 5: GRANT-RELATED ADMINISTRATION													
Task 5.1: Monthly Invoice (12)	6	\$810	0	\$0	0	\$0	6	\$810	\$0	\$0	\$0		\$810
Task 5.2: Quarterly Summary Reports (4)	12	\$1,620	0	\$0	0	\$0	12	\$1,620	\$0	\$0	\$9,000		\$10,620
Task 5.3: Annual Summary Report (1)	4	\$540	0	\$0	0	\$0	4	\$540	\$0	\$0	\$2,500		\$3,040
Task 5.4: Report Uploads to EPA (4)	0	\$0	0	\$0	0	\$0	0	\$0	\$0	\$0	\$1,200		\$1,200
Task 5.5: Miscellaneous Forms and Support	12	\$1,620	0	\$0	0	\$0	12	\$1,620	\$0	\$0	\$4,350		\$5,970
PHASE 5 SUBTOTAL	34	\$4,590	0	\$0	0	\$0	34	\$4,590	\$0	\$0	\$17,050	\$0	\$21,640
Subtotals	334	\$45,090	411	\$43,155	140	\$11,900	885	\$100,145	\$24,300	\$15,800	\$18,450	\$2,000	\$160,695
TOTAL FEE													\$160,695

De Novo Planning Group reserves the right to reallocate budget between various consulting team members and between tasks, provided the overall project budget does not change.

Subconsultants and Direct Costs are billed at no markup.

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANT

By: _____

Title: _____

2784987.1

REQUEST FOR QUALIFICATIONS

for

**BROWNFIELD SITE REUSE ASSESSMENT AND
REVITALIZATION PLANNING SERVICES**

by

CITY OF PITTSBURG

RESPONSES DUE:

3:00 p.m., Monday, February 10, 2020

City of Pittsburg
Environmental Services Division
65 Civic Avenue
Pittsburg, CA 94565

CITY OF PITTSBURG

REQUEST FOR QUALIFICATIONS (RFQ) TO PROVIDE BROWNFIELD REVITALIZATION PLANNING SERVICES

Dated: January 13, 2020

INTRODUCTION

The City of Pittsburg has been awarded Multipurpose Brownfield funding from the US EPA, and desires to retain the services of a firm or firms ("Consultant") to perform site reuse assessments and develop a comprehensive Revitalization Plan for underutilized brownfields.

The City intends to enter into a Professional Services Agreement (PSA) for Professional Services. The City may select more than one firm or may not select any firm, dependent on the response received to this RFQ.

The "PSA will be valid until March 2021 by the City Council and will have a negotiated rate schedule established at the time of PSA execution. The fee for each task as defined by the Scope of Work will be per the pricing schedule negotiated for the PSA, which will remain in effect for the duration of the agreement.

RESPONDING REQUIREMENTS

To be considered for pre-qualification and potential selection for services, interested firms must submit three (3) copies of their response to this Request for Qualifications (RFQ) including all items described herein.

All responses must be received no later than **3:00 PM, Monday, February 10, 2020**, in the City of Pittsburg Waterfront Division located at 65 Civic Avenue, Pittsburg, California 94565. Submittals received after this date and time will not be evaluated or considered, except in the event the City issues additional or subsequent RFQ's.

Submittals shall be addressed and mailed/hand delivered to:

City of Pittsburg
Environmental Services Department
Attn: Sara Bellafronte
65 Civic Avenue
Pittsburg, CA 94565

BACKGROUND

As a historically industrial City, there are several brownfields in Pittsburg at which redevelopment would have the potential to alter the community in positive ways. Many brownfield properties in Pittsburg are located along the waterfront. California Legislature granted sovereign tidelands and submerged lands located within the City limits to the City of Pittsburg under Senate Bill 551, Chapter 422, Statutes of 2011. These granted lands (Trust Lands) are held in trust for the people of California. The City is required to operate its granted Trust Lands in conformance with the California Constitution, granting statutes and the Public Trust Doctrine. The City developed a Trust Lands Use Plan (Attachment 1) to guide redevelopment and responsible long-term use of the Trust Lands. The City's Environmental Services Department and Waterfront Division are responsible for fostering projects that promote public benefit and redevelopment of underutilized properties per the TLUP.

The City of Pittsburg has been awarded Multipurpose Brownfield funding from the US EPA. This unique funding allows for a range of environmentally geared expenditures including environmental assessments, cleanup planning, remediation, revitalization planning and other activities that foster redevelopment of brownfields. Under the Cooperative Agreement between the City of Pittsburg and the US EPA, the City of Pittsburg must acquire the services of a qualified environmental professional for these tasks. The qualified environmental professional must also adhere to the provisions of the Cooperative Agreement (Attachment 2).

Of the \$800,000 of awarded funds, up to \$139,000 may be spent on contracted reuse planning activities such as those listed in the Scope of Work. The City may but is not obligated under this RFQ to award a contract for all \$139,000.

While this RFQ is primarily focused on work associated with the performance of site reuse assessments and the development of a Revitalization Plan, the City at its option may use the consultant selected through this competitive process to support other grant-funded tasks including but not limited to environmental site assessments in conformance with ASTM Standard 1527,13 or 40 CFR Part 312, reporting, site remediation, monitoring and mitigation activities, and cleanup planning services. The City will not be under any obligation to award any contracts or to use any Agreement, and may issue additional requests for proposals at its discretion.

SCOPE OF SERVICES

TENTATIVE PROJECT SCHEDULE

Complete by:	Tasks / Outputs / Deliverables
March 17, 2020	• Execute consultant contract
March – Sept. 2020	• Site Reuse Assessments Phase ◦ Includes at least one community workshop
Sept. 2020	• Revitalization Plan Draft 1
Oct. 2020	• Community Workshop
Dec. 2020	• Revitalization Plan Draft 2
Feb. 2021	• Community Workshop
March 2021	• Final Revitalization Plan

POTENTIAL REVITALIZATION REGIONS

Revitalization Regions for the purpose of this RFQ are groups of parcels similar in nature to which a single revitalization plan can be applied. Some candidate Revitalization Regions under this agreement include:

Former NRG Power Plant: This 1,000-acre site abuts residents, a park, the San Joaquin River, and is in a FEMA Special Flood Hazard Area. It housed a refinery and fuel storage for the Pittsburg Electric Generating Station. The site is contaminated with petroleum, metals, and perchlorate. The site is an advantageous opportunity for achievement of the City's PCB load reduction which the California Regional Water Quality Control Board requires for a San Francisco Bay Region Municipal Regional Stormwater Permit (SFBRMRSP). The former land usage and size of the parcel is a transformative opportunity for regional green infrastructure and recreational improvements. Transformation of NRG's 1,000 acres from vacant industrial sites to open space, parks, commercial, residential, and more will provide services, jobs, recreation opportunities, and inclusion for some of the most impacted residents in Contra Costa County. The sheer size of the area's redevelopment will have benefits that cross boundary lines into unincorporated Bay Point to the west and the rest of the county's Northern Waterfront.

75 Bliss Avenue: This site sits in the core of the City's manufacturing and community commercial centers and is surrounded by a host of sensitive populations. The site was a car dealership, then U-Haul storage yard, and has been vacant since 2010. This 1-acre City-owned parcel is representative of about 35 sites in the City's Opportunity Zone totaling approximately 50 acres. The ~35 Opportunity Zone sites are underused. They are zoned for Planned Development or Business Commercial under the Railroad Avenue Specific Plan (RASP), which, with the opening of the adjacent Pittsburg Center BART station in spring 2018, has been activated. As these sites undergo fluctuations in ownership and use, they are ideal for assessment, cleanup, and reuse planning, and together

offer incentivized opportunity for investment and revitalization. Focus of Multipurpose funding in the City's Opportunity Zones will elevate areas of historical poverty while catalyzing investment in local businesses, infrastructure, and development.

Additional Revitalization Regions will be located within Pittsburg city boundaries and determined on a per-parcel basis.

TASKS

1. Site Reuse Assessments

The Site Reuse Assessments will inform the resulting Revitalization Plan which will be based on the community's vision, site and surrounding area conditions such as environmental, economic, real estate market, assets, challenges and vulnerabilities

Development of comprehensive and complete Site Reuse Assessments may include but is not limited to the following tasks:

- **COMMUNITY & STAKEHOLDER OUTREACH:** Personal, informational, interactive, and wide-reaching community involvement is critical to this project. In addition to print and online media, the City and selected consultant will collaborate to conduct up to three community and stakeholder workshops to develop specific and actionable methods to meet community wants and needs for the Revitalization Regions. These workshops and other outreach efforts will serve to inform the Revitalization Plan.
- **EVALUATION OF INFRASTRUCTURE:** Uncovers the short- and long-term availability of public and private infrastructure servicing the brownfield site. Identifies necessary infrastructure improvements and priority investments to support brownfield site reuse.

An Infrastructure Evaluation depends on the type of property, its location, assets and the potential site reuse options. Includes an Infrastructure Inventory, which is a list of all infrastructure existing or available to and on the site, such as:

- Onsite infrastructure (such as fire and life safety; utilities such as boiler house, electrical substation; security; specialized industrial equipment, assets, services and chemicals).
- Infrastructure serving the site (electric, natural gas, fiber optic cable, water, sewer, stormwater, wastewater systems and other utilities or resources).

Evaluations should also include:

- Identification of necessary infrastructure improvements and priority investments to support brownfield site reuse.
 - Short and long-term availability and location of infrastructure servicing the brownfield site. Infrastructure to be investigated includes water, sewer, electric, broadband, gas, roads, nearby transit and on-site improvements.
 - Inventory of existing or available infrastructure with analysis of age, condition and capacity.
 - Availability and location analysis of infrastructure showing potential issues/benefits for site reuse scenarios.
- **MARKET FEASIBILITY STUDY:** Determine the depth and condition of the local and regional real estate markets and their ability to support the development(s) suggested by the Revitalization Plan.

Studies Include:

- A desktop review of publicly available real estate and economic development data, including recent development activity in the area.
 - Identification of key trends and demographics.
 - Solicitation of stakeholder input to identify community needs
 - Discuss market study results with local real estate and economic development professionals to obtain insights and feedback
- **PHYSICAL ENVIRONMENTAL CONDITIONS:** As determined by previous Phase I and/or Phase II environmental site assessments.
 - **LAND USE ASSESSMENT:** Uncovers regulatory opportunities and constraints for a brownfield site. Addresses the land entitlement process, timeframes and potential approval barriers that can add time and money to the brownfields revitalization project.
 - Identify, collect, and review local, regional and state land use regulations.
 - Interviewing key land use officials.
 - Documenting the necessary approval and permitting processes.
 - **COMMUNITY HEALTH ASSESSMENT:** Incorporates public health data and indicators into site selection, assessment and cleanup decisions. Prioritizes community input regarding safety, social and environmental concerns at the site. Shapes a reuse approach that helps alleviate, not exacerbate, local public health challenges.

Community Health Assessments include:

- Analyzing existing community health information such as a community health improvement plan or other health agency-led assessments.
- Engaging various community organizations such as youth groups, school teachers, churches and nonprofit organizations to gain perspectives on community health, environmental hazards, and social challenges affecting the brownfields area. Challenges may pertain to:
 - Safety: abandoned and derelict structures, open foundations, compromised infrastructure, inadequate lighting or barriers, etc.
 - Health: high incidence of diabetes, heart disease, asthma, drug addiction, etc.
 - Social: blight, crime, vagrancy, reduced social capital, community connectedness.
 - Economic: reduced tax base and private property values may lead to reduced social services.
 - Environmental: biological, physical and chemical effects resulting from site contamination, groundwater impacts, surface runoff migration of contaminants, wastes dumped on site, etc.
- Collecting or linking baseline health and environmental measures to inform redevelopment planning options. For example, health monitoring or health impact assessment results that show limited access to health care services or a lack of sidewalks, recreational opportunities or food access for the brownfields community can encourage increased health care services, green space, parks, trails and/or fresh grocers during site redevelopment planning
- **SITE DISPOSITION STRATEGY** (if applicable): Establishes a framework for deciding how to transfer a brownfield site in a manner that provides value to the seller and buyer and supports site goals for sustainable reuse and remediation. Framework includes an analysis of pros/cons that help characterize risks associated with the range of brownfield site transfer options.

Site Disposition Strategies shall:

- Include a written document that evaluates and compares disposition alternatives for the brownfield site, such as property sale, ground-lease, or lease with option to-purchase.
- Discuss benefits and challenges, liabilities, obligations and risk transfer options.
- Recommend a preferred alternative and associated actions for implementation.

- **BRANDING PLAN:** Collaborate with the City to actively solicit beneficial end-users of the Revitalization Regions through a branding plan.
- **PLAN TO PRESERVE HISTORIC PROPERTIES AND THREATENED AND ENDANGERED SPECIES:** Per the National Historic Preservation Act and the Endangered Species Act.

2. Revitalization Plan

A Revitalization Plan compiles and reflects feasible and actionable approaches to reusing and improving brownfield sites. It is informed by Site Reuse Assessments and includes a multi-step implementation strategy for site remediation and redevelopment that will lead to desired revitalization outcomes described in the grant application (Attachment 4). An effective plan is realistic, doable and includes short- and long-term wins. Revitalization Plans guide the redevelopment process for a brownfield site or area and creates opportunities to convene and attract public funding (state, local or federal); tax incentives; and other investments (e.g., private and foundation funds) to support sustainable reuse. This Revitalization Plan will build from community, TLUP, RASP, and General Plan values (see attachments 1 and 3 respectively).

At a minimum, the Revitalization Plan shall address:

- Site revitalization goals, objectives, and reuse concepts/designs
- Proposed land use regulation (e.g., zoning v. form-based code, easement, covenant, etc.).
- Site improvements needed (including remediation if necessary)
- Implementation strategy, including potential funding sources, regulatory requirements, steps and processes needed to reach Revitalization Plan goals, feedback and progress reports to ensure that the plan is on track.
- Site reuse vision (if applicable)

PROJECT STANDARDS

1. **TIMELY REPORTING:** The City will be responsible for submitting quarterly, annual, and final project reports per the federal fiscal calendar. The consultant will be responsible for providing information to the City for these reports in a timely fashion so the City may meet the deadlines of the appropriate regulatory agencies.
 - Quarterly Reports due January 31, April 31, July 31, and October 31, and include documentation of expenditures, progress updates, findings, updates to plans
 - Final Report includes: overall project goals, identified successes, lessons learned/best practices, partnering/leveraging, workplan accomplishments, EPA acknowledgement, ACRES Spreadsheet, final budget.

2. COMPLIANCE WITH LOCAL, REGIONAL, FEDERAL, AND STATE LAWS:
 - As required by CERCLA §104 (K)
 - As outlined in the Cooperative Agreement
3. QUALITY ASSURANCE: Per the US EPA Brownfields Grant Program as applicable to potential environmental assessment or remediation work.
4. IDENTIFICATION OF FIRM OR FIRMS: If the above Scope of Work exceeds a singular firm's capabilities or capacity, firms may submit joint statements of qualifications, form teams, or name subcontracts that will be utilized on the project. Duties, billing and division of labor must be made clear in the SOQ.
5. MBE/WBE INVOLVEMENT: Per the Cooperative Agreement, the City is required to make purchases for construction, equipment, services, and supplies from Minority-owned and/or Women-owned Business Enterprises. The following table demonstrates the minimum required expenditure percentages of the entire project budget in each category. The selected consultant must either be an MBE or WBE, or must demonstrate that these minimum expenditure percentages can be met through subcontracting.

	Minimum Amount of Total Contract Expenditures	
	MBE	WBE
Construction	2%	1%
Equipment	2%	1%
Services	2%	1%
Supplies	2%	1%

INTENT TO SUBMIT

Any firm that plans to submit a Statement of Qualification (SOQ) should send a statement of intent by electronic mail to sbellafronte@ci.pittsburg.ca.us by: **Monday January 27, 2020 at 4:00 PM.** The statement shall include the firm name, contact person, email contact and telephone number. All statements of intent shall be by electronic mail. No statements of intent will be accepted by telephone call, mail or in person. Submitting such a notice will not be considered a commitment to submit an SOQ.

QUESTIONS AND CLARIFICATIONS

Questions pertaining to this RFQ should be sent by email to sbellafronte@ci.pittsburg.ca.us. Email responses to inquiries will be sent to all firms that submit a statement of intent.

Technical questions will be addressed in a conference call on Monday, February 3, 2020 at 4:00pm. Please call (712) 775-7031 and enter Access Code 833-019-215 to join in on the call.

SUBMITTAL TIME AND PLACE

The SOQ submittal shall be delivered no later than 3:00 P.M. Pacific Standard Time on **Monday, February 10, 2020 at 3:00pm**. The envelope should be clearly marked as "Pittsburg - EPA Multipurpose Grant Statement of Qualifications" and submitted to:

City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
Attn: Sara Bellafronte

The submittal should include three stapled, binder-clipped or comb bound copies and one thumb drive copy of the submittal. **Submittals received by fax or email will not be accepted.** It must not exceed a total of fifteen (15) single-sided, 8.5" x 11" pages (not including resumes and price list – both of which should not exceed 2 pages each) and a cover letter for the initial submission. As a minimum, the proposal should contain the following information:

1. Date of proposal.
2. Information on your firm.
3. Legal name, address, and telephone and fax numbers of the principal office (national headquarters) and local office. If services will be provided from additional locations, provide this information for these sites also.
4. Year established.
5. Type of organization (partnership, corporation, etc.).
6. Name, title, address, and telephone and fax numbers (and E-mail address if available) of the person to who correspondence should be directed
7. Names of principals, their professional qualifications and registration numbers.
8. Information on staff that will be responsible for the projects, their professional qualifications, and resumes of experience.
9. Information on sub-consultants or laboratories that will be used and in what capacity.
10. Information with relevant details on three past projects which you would like the City to consider in evaluating your qualifications.
11. List all relevant projects or assignments.
12. References for at least five of your most current projects, including phone numbers.
13. Describe your staffing availability or how you will staff up to meet the requirements of this contract.

14. Describe your firm's project management organization and approach.
15. Demonstrate ability to provide timely service on an "on-call" basis (response time).
16. A list of geotechnical or testing services provided by the Consultant that are not included in the Scope of Work section of this RFQ and may be available for use under the proposed agreement
17. The successful Consultant shall be compensated for the services it furnishes to the City on a time and expense basis. A copy of the consultant's schedule of hourly rates and reimbursable expenses shall be submitted with the proposal. The schedule of hourly rates should include at a minimum the required items to complete assignments as stated in the scope of work. This schedule shall also address costs associated with travel time to and from the project site or manufacturer's facilities whether included in the hourly rate or as a separate hourly rate.

Each applicant shall bear all costs associated with their proposal. All submitted proposals, will become, and remain the property of the City of Pittsburgh. Proposals or additional information received after the submittal deadline will not be considered in the selection process unless requested by the review panel. If in the City's opinion participation was not adequate, additional RFQ's may be issued.

CONSULTANT QUALIFICATION AND SELECTION PROCEDURE

The Selection Panel will be composed of City Staff. The Selection Panel will review written submissions, screen the submissions for the top three firms (short list). All firms submitting will be notified of the short list in writing.

Short listed firms may be asked to be present for an interview by City Staff. Interviews are tentatively scheduled for the weeks of February 17-28, 2020. The City reserves the right at all times to issue additional RFQ's for specific projects and/or the right to short list and/or select without an interview and issuing and/or requesting additional information from the qualified firms on the short list.

The City reserves the right to reject any and all proposals received in response to this RFQ. The City is under no obligation to award and/or enter into any contract. Financial or time limits may be extended at the City's discretion.

SUMMARY OF SCHEDULE

The schedule below is subject to change.

Issue Date	January 13, 2020
Intent to submit SOQ	January 27, 2020 at 4:00 pm
Conference Call for Inquiries	February 3, 2020 at 4:00 pm
SOQ Submittal Deadline	February 10, 2020 at 3:00 pm
Interviews Scheduled	Weeks of February 17-28, 2020
Anticipated Selection Date	March 16, 2020

EVALUATION CRITERIA

Proposals will be evaluated according to each Evaluation Criteria and scored on a zero to five-point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A submittal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any submittal is five hundred (500) points.

Rating Scale		
0	Not Acceptable	Non-responsive, fails to meet RFQ specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of submittal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFQ.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFQ specification. This will be the baseline score for each item with adjustments based on interpretation of submittal by Evaluation Committee members.
4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFQ requirements and expectations.
5	Excellent/Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFQ specification.

The proposals will be evaluated and scored based upon the following:

- **Resource capability (weight: 10)**
 1. Firm's ability to include or get input from internal staff or other company offices as needed

2. Firm's ability to include or get input from sub-consultants as needed if relevant expertise is not available from internal staff
- **Personnel with related experience (weight: 15)**
 1. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project.
 2. Key positions required to execute the project team's responsibilities are appropriately staffed.
 - **Firm's related experience (weight: 15)**
 1. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants for projects similar in nature, if not matching, the scope of work included in the project.
 2. Ability to demonstrate successful prior work on Federally Funded (preferably EPA) projects
 - **Firm's ability to complete federal aid projects (weight: 15)**
 1. Demonstrated knowledge and experience by key staff of the documents, documentation, and steps required to prepare PS&E documents for federally funded projects as a design consultant.
 2. Demonstrated knowledge and experience by key staff with including necessary language and forms required by the US EPA
 - **Project management approach (weight: 10)**
 1. Team is managed by an individual with appropriate experience in similar projects. This person's time is appropriately committed to the project.
 2. Team successfully addresses constraints for work.
 3. Project team and management approach responds to project issues.
 4. Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.
 5. Ability to creatively and safely incorporate workforce development groups into project execution
 - **Project schedule (weight: 10)**
 1. Schedule shows completion of the work within the outlined project timeline.
 2. The schedule serves as a project timeline, stating all major milestones and required submittals for project management and Federal-Aid compliance.
 3. The schedule addresses all knowable phases of the project, in accordance with the general requirements of this RFQ.
 - **Familiarity with Public Works and Federal Projects (weight: 20)**
 1. Team and its leaders have experience working in the public sector and knowledge of public sector procurement process.

2. Team leadership understands the nature of public sector work and federal work and their decision-making process.
 3. Proposal responds to need to assist the City during the project to meet federal requirements.
- **MBE/WBE (no weight. Either 5 points for yes, or 0 points for no)**
 1. Business is a Minority-owned Business Enterprise or a Women-owned Business Enterprise

OTHER REQUIREMENTS

The Consultant will be required to execute the City's Professional Services Agreement (PSA.) A sample copy of the PSA is attached as Attachment 5. Please review the PSA closely. With the exception of project name, description, contact information, and amount, this agreement will not be altered prior to execution by both parties. Special requirements of the agreement include submittal of worker's compensation and liability insurance certification, and obtaining a City business license.



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution to Amend the City's Personnel Rules

MEETING DATE: April 6, 2020

EXECUTIVE SUMMARY

The Pittsburg Municipal Code delegates to the City Manager or his/her designee the responsibility of administering the City's personnel system. The current Personnel Rules were adopted in 2003 with various amendments through 2010. The current Personnel Rules have been reviewed in their entirety and updated for legal compliance, best management practices, and procedural modifications. Meet and confer sessions have been successfully conducted with all collective bargaining units to understand the impacts of the proposed amendments on represented employees.

FISCAL IMPACT

There is no fiscal impact for amending of the City's Personnel Rules.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution to amend the City's current Personnel Rules with the amended Personnel Rules in Exhibit A.

BACKGROUND

The City's Personnel Rules serve as regulations that govern the City's Personnel System in accordance with the Pittsburg Municipal Code (PMC). To ensure that the City's Personnel Rules are in conformance with legal requirements, reflect best management practices, provide similar treatment of employees, and exhibit current procedures, City staff conducts periodic assessments of the Personnel Rules. In 2015, City staff initiated a comprehensive review of the current Personnel Rules and amendments to the Personnel Rules were drafted by outside legal counsel, the Human Resources Department, City Manager, City Attorney, and other department heads.

In April 2019, in accordance with the Meyers-Milias-Brown Act of California, the City met and conferred in good faith with all collective bargaining units to review and discuss the proposed amendments that affect represented employees' wages, hours, and other terms and conditions of employment and freely exchanged ideas during the negotiation process. In January 2020, the City and all collective bargaining units successfully completed the Personnel Rules amendment negotiation process.

Exhibit A reflects the proposed amendments to the City's Personnel Rules.

SUBCOMMITTEE FINDINGS

This item was not reviewed by a subcommittee.

STAFF ANALYSIS

The City of Pittsburg Ordinance No. 908, Section 1 (1986), provides City Council with the authority to adopt a personnel system to establish an equitable and uniform system for dealing with personnel matters and to comply with applicable laws relating to the administration of the personnel process. The City's Personnel System is outlined in the PMC, Title II, Administration and Personnel, Chapter 2.52, Personnel System.

In accordance with Section 030, Administration, of the PMC, Title II, Chapter 2.52, the City Manager or his/her designee shall act as the appointment authority for the City and administer all of the provisions of the personnel system and personnel rules not specifically reserved to the City Council.

In accordance with Section 050, Adoption and Amendment of Rules, of the PMC, Title II, Chapter 2.52, the City's Personnel Rules shall be adopted by resolution of the City Council. The rules may establish regulations governing the personnel system, including preparation, installation, revision, and maintenance of a position classification plan covering all positions in the competitive service including employment standards and qualifications for each class; appropriate announcement of the selection process and acceptance of applications for employment; preparation and conduct of tests and the establishment and use of resulting employment lists containing names of persons eligible for appointment; certification and appointment of persons from employment lists, and the making of provisional appointments; establishment of probationary testing periods; evaluation of employees during the probationary testing period and thereafter; transfer, promotion, demotion, reinstatement, disciplinary action and layoff of employees in the competitive service; separation of employees from the city service; the establishment and maintenance of adequate personnel records for purposes of accounting and legal requirements; and the establishment of any necessary appeal procedures.

The City's Personnel Rules were last reviewed in their entirety and adopted by City Council in July 2003 with subsequent amendments adopted in November 2003, November 2005, September 2006, March 2008, December 2008, February 2009, June 2010, and November 2010.

ATTACHMENTS: Resolution
 Exhibit A: Personnel Rules

Report Prepared By: Griselda Clift, Senior Human Resources Analyst

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution to)
Amend the City's Personnel Rules)

RESOLUTION No. 20-

The City Council of the City of Pittsburgh FINDS AND DETERMINES as follows:

WHEREAS, the Pittsburgh Municipal Code Section 2.52.030 delegates to the City Manager or his/her designee the responsibility for administering the City personnel system; and

WHEREAS, the Pittsburgh Municipal Code Section 2.52.050 requires the preparation and recommendation to the City Council of the Personnel Rules and the revisions and amendments to such Personnel Rules; and

WHEREAS, the Personnel Rules were last adopted on June 7, 2003 with subsequent amendments dated, November 2003, November 2005, September 2006, March 2008, December 2008, February 2009, June 2010, and November 2010; and

WHEREAS, the current Personnel Rules have been reviewed and amendments have been proposed to Exhibit A of the staff report to set forth in detail policies that comply with applicable laws relating to the administration of the City personnel system and to provide for an equitable system of personnel management.

NOW, THEREFORE, the City Council DOES RESOLVE as follows:

Section 1.

The above recitals are true and correct and incorporated herein.

Section 2.

The City Council hereby amends the Personnel Rules as set forth in Exhibit A of the staff report pursuant to the Pittsburgh Municipal Code Section 2.52.050.

Section 3.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg on the 6th day of April 2020, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Mayor

ATTEST:

Alice E. Evenson, City Clerk

~~CITY OF PITTSBURG
PERSONNEL RULES~~

1 General Provisions

1.1 Purpose

The purpose of these Personnel Rules is to establish a system of personnel administration in order to provide for effective personnel management practices; to promote fairness and equality in the recruitment, appointment, retention, promotion, and termination of employees on the basis of merit and fitness; and in order to provide the public with the highest quality of public service.

1.2 Conflicts with Other Policies

These Personnel Rules will not create any additional or parallel rights which already exist in a Memorandum of Understanding and in no event will be considered to create an additional or supplemental appeal right from a personnel decision.

Whenever these Personnel Rules contain a provision relating to a subject matter that is also referred to in a Memorandum of Understanding, then the provisions of said Memorandum of Understanding shall prevail.

Whenever there is a conflict between Personnel Rules and the City of Pittsburgh Municipal Code, then the Municipal Code shall prevail.

This Priority Chart is for Informational Purposes Only.
Priorities Listed from Highest to Lowest

1. MOU or Employment Contract
2. Municipal Code
3. Personnel Rules
4. City Manager's Adopted Administrative Policies
5. Department Policies and Procedures

1.3 Notice

These Personnel Rules, any changes thereto, and any department directives or regulations related to these rules, regulations, policies and procedures shall be made available to all City employees. The most current version of these Personnel Rules shall be on the City's website.

1.4 Scope

Except where otherwise indicated, these Personnel Rules shall apply to all offices, positions and employees of the City of Pittsburgh except:

1. Elected officials and members of appointive boards, commissions, and committees; and
 2. Independent contractors engaged under a contract (through accounts payable) to supply expert, professional, technical or any other services; ~~except as otherwise provided in these Personnel Rules.~~
- 1.5 Administration
The City Manager ~~is shall designated as the Personnel Officer and shall~~ administer the City's personnel system and may delegate any of the powers and duties to the Human Resources Director or may delegate the appointing authority granted by the City Council to any other officer or employee of the City.
- 1.6 Relationship to Other Administrative Procedures
The City Manager and ~~department~~ Department heads ~~heads~~ may develop and implement operating procedures; provided, however, that these Personnel Rules shall prevail.
- 1.7 Severability
If any provisions ~~s of in~~ these Personnel Rules ~~are is~~ held invalid, then the remainder of these rules, regulations, policies and procedures and their application shall not be affected.
- 1.8 Interpretation
The City Manager and the Human Resources Director are responsible for the interpretation of these Personnel Rules.
- 1.9 Gender and Number
The masculine pronoun, whenever used herein, shall include the female pronoun and the singular shall include the plural, except where the content requires otherwise.
- 1.10 Amendments
The City Manager or ~~his/her~~ their designee is authorized to amend these rules, subject to the approval of the City Council.

2 Definition of Terms

- 2.1 Advancement
A salary increase within the limits of a pay range established for a class.
- 2.2 Allocation
The assignment of an individual position to an appropriate class on the basis of the type, difficulty and responsibilities of the work assigned. As used in these Personnel Rules, employees are appointed to positions; positions are allocated to classes.
- 2.3 Anniversary Date
The month and day of an employee's appointment to a position.
- 2.4 Appointing Authority
The City Manager, or by delegation, his/her/their designee(s). The City Council is the appointing authority for the City Attorney and the City Manager.
- 2.5 Appointment
The employment of a person by the City in a position. ~~The Types-types of appointments are detailed in these rules. are regular or temporary and shall be either full-time or part-time. Except as provided in the Pittsburgh Municipal Code or an employment agreement, all appointments are at-will appointments which may be terminated by the City or the employee at any time with or without cause and with or without notice. Only the City Manager or City Council may approve or authorize an employment agreement.~~
- ~~2.5.1 At-Will Appointment
Except as defined as being within the Competitive Service or as defined in an employment agreement, employment of City employees may be terminated with or without cause and with or without notice at any time by either the employee or the City. Nothing in these Personnel Rules or in any document or statement shall limit the right to terminate employment at-will.~~
- ~~2.5.2 Regular Position Appointment
Appointment to a position which works an ongoing schedule and for which the City Council has authorized the providing of health and welfare benefits.~~
- ~~2.5.3 Temporary Position Appointment
Appointment to a position which is not a regular position appointment. Temporary position appointments are limited to a maximum of nine hundred ninety-nine (999) paid hours during any fiscal year. Temporary positions do not receive health and welfare benefits, accrue vacation, sick leave or other paid leaves, or receive any other benefits accorded to regular position appointments. Formerly referred to as "Seasonal Position Appointment."~~

~~2.5.4 Provisional Position Appointment~~

~~Appointment on an interim basis to a regular position without any health and welfare benefits or accrual of vacation, sick leave or other paid leaves, or receipt of any other benefits accorded to regular position appointments. Provisional position appointments are limited to a maximum of nine hundred ninety-nine (999) paid hours during any fiscal year.~~

~~2.5.5 Full Time Employee~~

~~An employee who works forty (40) hours per work week.~~

~~2.5.6 Part Time Employee~~

~~An employee who works less than full-time.~~

2.6 City

The City of Pittsburg; to also include the Pittsburg Redevelopment Agency, Pittsburg Housing Authority, Pittsburg Power Company, and any other governing body in which the City Council of the City of Pittsburg serves as the majority membership of the governing board, unless specifically excluded in these ~~Personnel R~~ules.

~~2.7 City Manager~~

~~The City Manager of the City of Pittsburg; may also be referred to as the Personnel Officer or the Employee Relations Officer.~~

2.87 Class or Classification

A position or group of positions that are sufficiently similar in duties, responsibilities, authority, and qualifications to ~~permit-warrant~~ combining them under a single title.

2.98 Class Series or Classification Series

The placement of two or more classifications within a group where the classifications within the series perform similar types of job duties and are primarily distinguished by the level of responsibility and the complexity of the assigned duties.

2.409 Class Specifications or Classification Specifications

A written description of a class of work, including an appropriate class title, a description of the level of the work assigned, and a description of the desirable knowledge, skill and ability standards for positions assigned to the class.

2.10 Compensation

Salary and other direct pay ~~plus~~including all employee benefits.

2.11 Competitive Service

All positions of employment in the service of the City except those positions that are excluded under ~~As defined in~~ Municipal Code 2.52.040.

2.12 Contract Employee

An employee who is exempt from the Competitive Service and is employed pursuant to an individual agreement approved by the City Council or designee.

2.1213 Days

Means calendar days unless otherwise stated.

2.1~~43~~ Demotion

The ~~voluntary or involuntary reduction of an~~movement of an employee from one position to a position in another class having a lower maximum base salary rate or pay.

2.14~~—~~ Dismissal

~~The involuntary termination of an employee.~~

2.1~~55~~ Disciplinary Action

Disciplinary action may include a written reprimand, suspension, demotion, reduction in pay, or a dismissal of an employee.

2.16 Dismissal

The involuntary ~~termination~~separation of an employee.

2.1~~76~~ Domestic Partnership or Registered Domestic Partnership

Domestic partner or registered domestic partner as defined in California Family Code section 297. Two persons regardless of their gender who satisfy the following conditions and intend to do so indefinitely shall be considered “domestic partners”: a) the two parties reside together and intend to reside together indefinitely and share the common necessities of life; b) the two parties are each not married, eighteen years or older, not related by blood closer than would bar marriage in the State of California, and mentally competent to consent to contract; and c) the two parties declare that they are each other’s sole domestic partner and they are responsible for their common welfare.

2.~~47~~18 Elected Officials

The elected City Clerk, elected City Treasurer, and the elected City Council Members.

2.~~48~~19 Eligible

A person whose name is on ~~an~~a City employment list.

2.~~20~~19 Employee

A person ~~occupying~~legally employed by the City in a position.

2.20~~—~~ Employee Relations Officer

~~The City Manager or his/her designee.~~

2.~~21~~21 Employment Eligibility List

A list of qualified candidates for potential appointment to a position within a class.

2.2~~14~~14.1

Open Employment List

A list of names of persons who have taken an open-competitive examination for a class in the ~~competitive~~ Competitive service ~~Service~~ and have been determined to be qualified.

2.214.2 Promotional Employment List

A list of names of persons who have taken a promotional examination for a class in the ~~competitive~~ Competitive service ~~Service~~ and have been determined to be qualified.

2.22 Examination

~~A~~ The process of recruitment for employment, including the testing, selection and evaluation processes used to measure the relative fitness of persons applying for of an individual for a prospective position with the City.

2.22.1 Open-Competitive Examination

A recruitment for a particular class which is open to all persons meeting the qualifications for the class.

2.22.2 Promotional Examination

A recruitment for a particular class which is open only to existing regular employees meeting the qualifications for the class.

2.22.3 Continuous Examination

An open competitive examination which is administered periodically and as a result of which names are placed on an employment list, in order of final scores, for a period of not more than one year.

2.23 Full-Time Employee

An employee who works at least forty (40) hours per work week. For purposes of health care enrollment eligibility under the Patient Protection and Affordable Care Act (2010), the Internal Revenue Service guidance defines full-time as an average of 30 hours per week.

~~Gender and Number~~

~~The masculine pronoun, whenever used herein, shall include the female pronoun and the singular shall include the plural, except where the content requires otherwise.~~

2.24 Human Resources Director

A management position assigned by the City Manager to manage the day-to-day operations of these Personnel Rules and other duties as specified in the class description.

2.25 Layoff

~~The non-disciplinary separation of an employee, or assignment of such employee to a lower paying position, because of a material change in organization, or~~

~~shortage of work or funds, or for which the City Council defines as serving the public interest.~~ Indefinite termination of service without fault on the part of the employee because of lack of work, lack of funds, or other causes unrelated to the employee's job performance.

2.26 Leave of aAbsence

Authorized absence, with or without pay, by an employee from work.

2.27 Limited Term Employee

~~A person who is employed to perform a specific assignment or position for a limited period of time. Limited term employees shall be considered exempt from the Competitive Service. Limited term employees may also be referred to as "seasonal employees."~~

Overtime

~~For employees designated by the City as Fair Labor Standards Act (FLSA) non-exempt, hours worked in excess of forty (40) worked hours during the work week. For employees designated by the City as FLSA exempt, there is no overtime.~~

2.28 Part-Time Employee

An employee who works less than full-time.

Personnel Action

~~Any action taken with reference to appointment, compensation, classification, leave of absence, disciplinary action, or termination.~~

~~2.29 Personnel Ordinance~~

~~Pittsburg Municipal Code Section Number 2.52 which creates a personnel system for the City and which the City Council from time to time may amend.~~

~~2.30~~29 Position

A group of duties and responsibilities assigned or delegated by competent authority and requiring employment of one person on either a part-time or full-time basis. A position may be occupied or vacant.

2.3130 Probationary Employee

An employee, in a regular position ~~and whose position is~~ within the ~~competitive~~ Competitive service~~Service~~, ~~and~~ who is completing a probationary period as defined within these Personnel Rules.

2.3231 Probationary Period

A working test period to be considered an integral part of the examination, recruiting, testing and selection process ~~trial period~~ during which an employee is required to demonstrate ~~his/her fitness~~ for the position to which the employee is appointed by to perform the actual performance of the ~~duties required of a specific~~ the position. ~~The probationary period is an integral part of the examination and selection of an individual.~~

~~2.33~~2.332 Promotion

The ~~advancement~~movement of an employee from a position in one class to an existing vacant position in another class having a higher maximum rate of pay. Movement within a class series is not considered to be a promotion.

~~2.33~~2.33 Provisional Appointment

The appointment of a person who possesses the minimum qualifications established for a particular class and who has been temporarily appointed to a position in that class in the absence of available eligibles. Compensation reported to CalPERS for the temporary appointment shall comply with applicable retirement laws, rules, and regulations.

~~2.34~~2.34 Qualified Candidate

~~A person who has been certified by the Human Resources Director for consideration for appointment.~~

~~2.35~~2.34 Reclassification

The reassignment of a position by raising it to a higher class, reducing it to a lower class, or by moving it to another class at the same level as measured by a change in the kind, difficulty, and responsibility of the work performed. Movement within a class series is considered to be a reclassification.

~~2.36~~2.35 Reemployment

The reappointment, without examination, of a former employee who had permanent status and who ~~s~~-resigned in good standing to the last class the employee previously held.

~~2.37~~2.36 Regular Employee

An employee who is employed in a full-time or part-time position of indefinite term, who has completed the probationary period as required in these Personnel Rules.

2.37 Reinstatement

The reappointment, without examination, of a former employee who has previously been laid off, or demoted in lieu of being laid off, and whose name appears on a reinstatement list.

~~2.38 Retirement~~

~~2.38.1 Service Retirement~~

~~The voluntary separation and concurrent retirement of a regular employee after becoming eligible for retirement benefits.~~

~~2.38.2 Disability Retirement~~

~~The separation and concurrent retirement of a regular employee due to physical or mental inability to perform the duties of the position. Non-industrial disability means the disability need not be job related. Industrial disability means the disabling injury or illness is work-incurred or job-related.~~

2.3938 Salary Range

The minimum, maximum, and intermediate salary steps that are assigned to a class and the positions within a class.

2.4039 Seniority

The total consecutive length of service of an employee with the City of Pittsburg in probationary ~~and~~ regular status adjusted for any periods during which the employee was on unpaid status as provided by these Personnel Rules.

2.40 Separation

Any termination of employment, including death, discharge, lay-off, resignation, retirement, or work completion. Safety Position

~~A position as defined within the Public Employment Retirement Law (PERL) and/or California Public Employees' Retirement System (PERS).~~

~~2.41 Service~~

~~A period that includes all paid periods of City employment.~~

2.4241 Supervisor

An employee with the responsibility for organizing, directing, and evaluating the work of other employees.

2.4342 Suspension

The temporary loss of pay and loss of work, for a limited period of time, of an employee for disciplinary purposes.

~~2.44 Termination~~

~~The separation of an employee from City service, either voluntarily or involuntarily.~~

~~2.45~~ Time Sheet

~~The document on which an employee's actual hours worked and absences from work are recorded.~~

2.4643 Transfer

~~Either: (1) A change the movement of an employee from one position to another position in the same class, but to another department; or (2) the movement of an employee from one position to a position in another class with the same salary range and with the same minimum qualifications. in a comparable class.~~

2.47454 Vacancy

An authorized position that is not occupied.

~~2.465~~ Week

~~A period of seven consecutive calendar days.~~

3 Classification Plan

3.1 Purpose

The purpose of the classification plan is to provide a complete inventory of all classes, to provide accurate class specifications, and to ensure that each position is allocated to the appropriate class.

3.2 Preparation of Plan

The Human Resources Director, or a person or agency employed for this purpose, shall ascertain and record the duties and responsibilities of all positions in ~~the competitive service~~ the City and shall recommend to the City Manager or ~~his~~ designee a classification plan for such positions. The classification plan shall consist of classes of positions defined by class specifications, including the title. The classification plan shall be ~~so~~ developed and maintained so that all positions which are substantially similar with respect to duties, responsibilities, authority, and character of work are included within the same class, and that the same salary range may be made to apply to all positions in the same class.

3.3 Approval, Amendment and Revision of Plan

Any proposed amendment or revision to the classification plan shall be initiated by or submitted to the Human Resources Director who shall provide a recommendation to the City Manager or ~~his/her~~ designee. The classification plan shall be approved, and may be amended from time to time, by the City Manager or ~~his/her~~ designee after notification to any recognized employee organization that will be affected by a proposed amendment. ~~the affective collective bargaining organization(s).~~

3.4 Allocation of Positions

Following the approval of the classification plan, the City Manager or designee ~~The City Council~~ shall allocate every position to one of the classes established by the classification plan.

3.5 Reclassification

Positions, the assigned duties of which have been materially changed by the City so as to necessitate reclassification, whether new or already created, shall be allocated by the ~~City Council~~ City Manager to a more appropriate class, except that if the reclassification requires the expenditure of funds which exceeds the amount authorized by the City Council, the reclassification shall not take place until additional funding is approved by the Council. -

3.6 Interpretation of Class Specification.

The following principles shall be applied when interpreting specifications for the various classes of positions:

a. The specifications are descriptive only and are not restrictive. They are

intended to indicate the kinds of positions that should be allocated to the respective classes as determined by their duties, responsibilities and qualification requirements. Use of a particular expression or illustration shall not be held to exclude others not mentioned if such others are similar in kind or quality.

- b. In determining the class to which any position should be allocated, the specification shall be considered as a whole. Consideration is to be given to the general duties, the specific tasks, the responsibilities, the minimum qualifications and the relationships to other classes in order to obtain an inclusive picture of the kinds of positions that the class is intended to include.
- c. The duties statement shall be construed as a general description of a kind of work usually performed by the incumbent of a position that is properly allocated to the class, and not as prescribing what the duties of any position shall be, nor as limiting the expressed or implied power of the authority now or hereafter vested with the right to prescribe or alter the duties of any position.
- d. The typical tasks shall be construed as examples only, illustrative of the duties as outlined by the general statement. These examples are not intended to be complete or exclusive and the fact that the actual task performed by the incumbent of a position does not appear therein shall not be taken to mean that the position is necessarily excluded from the class, provided that the tasks constituting the main work or employment are duly covered by the general statement of duties. On the other hand, any one example of a typical task without relation to the general statement of duties and all other parts of the specifications shall not be construed as determining whether a position should be allocated to the class.
- e. The statement of minimum qualifications constitutes a part of the description of the kind of employment included within the class, and expresses the minimum and any additional desirable qualifications expected of an appointee. Such personal character qualifications as honesty, sobriety, and industry are deemed to be included in the statement of minimum qualifications and need not be specifically mentioned.

~~Positions within a class series may be allocated by the City Manager to the appropriate class.~~

~~This Summary of Approvals is for Informational Purposes Only.~~

3.3 Approve or amend job descriptions.	City Manager
3.4 Assign positions to a class.	City Council
3.5 Move a position within a class series.	City Manger
3.5 Move a position to a new class.	City Council
12.1 Assign a salary range to a class.	City Council

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4 — Equal Employment Opportunity

4.1 — Purpose

~~To establish a policy to ensure equal employment opportunity with the City, to outline procedures for action in case of violation and to create a large pool of qualified candidates to encourage diversity and ensure equal employment opportunity in hiring.~~

4.2 — Policy

~~It is the policy of the City to ensure equal employment opportunity for all employees. This commitment includes a mandate to assure equal employment opportunity based on ability and fitness to all persons regardless of race, religion, color, creed, national origin, gender, sexual orientation, marital status, age, physical or mental disability, legally protected medical condition, veteran status, or any other basis protected by state or federal laws.~~

~~The goals and objectives of the Equal Employment Opportunity Policy are to:~~

- ~~1. — Ensure fair treatment and non-discrimination in City hiring and City employment.~~
- ~~2. — Provide compliance with State and Federal equal opportunity requirements and regulations.~~
- ~~3. — Provide a basis for encouraging those who do business with the City to practice Equal Employment Opportunity.~~

4.3 — Program Responsibility

~~The Human Resources Director shall serve as the Equal Employment Opportunity Officer to carry out the Equal Employment Opportunity Policy. The Human Resources Director shall be the focal point for the City's equal opportunity efforts and shall advise and assist staff and management personnel in all matters regarding implementation of and compliance with the Equal Employment Opportunity Policy, and be responsible for the successful execution of the program, utilizing the assistance of appropriate State and community agencies. The Equal Opportunity Officer will have responsibility to examine existing internal policies or procedures which may serve as barriers to implementing the Equal Employment Opportunity Program.~~

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54 Recruitment

54.1 Applications and Applicants

All examinations for classes shall be publicized by such methods as the Human Resources Director deems appropriate. Job announcements shall specify the title and pay of the class for which the examination is announced, the nature of the work performed, required training and experience, the manner of making application, and other pertinent information.

54.2 Application Forms

The application form may require such information as deemed necessary by the Human Resources Director and consistent with applicable state and federal laws.

54.3 Disqualification

The Human Resources Director or designee may reject a~~Any application may be rejected which that~~ is incomplete, was not submitted by the specified filing date, and/or which indicates on its face that the applicant does not possess the qualifications for the position. Applications also may be rejected if the person:

- (1) Has made a , or which contains false statement in the application;
- (2) Has been discharged from employment for reasons which indicate unfitness for performing the duties and responsibilities of the class or position;
- (3) Has directly or indirectly obtained information regarding examinations to which the applicant was not entitled or has otherwise defrauded the examination process;
- (4) Has used or attempted to use political pressure or bribery to secure an advantage in the examination or appointment;
- (5) s, or if the applicant dDoes not satisfactorily complete any element of the selection process;
- (6) Is unable to perform the essential functions of the class or position, with or without reasonable accommodation if disabled; or
- (7) For any material cause which in the judgment of the Human Resources Director or designee would render the applicant unsuitable for the position, including but not limited to a prior resignation from the City, termination from the City, or prior disciplinary action.

~~s.~~

When an application is rejected, the applicant ~~shall may~~ be notified ~~by mail~~ of the rejection. At the discretion of the Human Resources Director, an applicant may be asked to correct an application that is missing required information; provided, however, that all filing deadlines are met by the applicant.

54.4 Selection Process

The selection techniques used in the examination process shall be impartial and relate to those subjects which, in the opinion of the Human Resources Director, measure the relative capabilities of the persons examined to execute the duties and responsibilities of the class to which they seek appointment. Examinations

shall consist of selection techniques which will test the qualifications of candidates such as, but not necessarily limited to, achievement and aptitude tests, review of work history and/or education, written tests, personal interviews, performance tests, physical ability tests, skill tests, evaluation of daily work performance, work samples, medical tests, psychological tests, successful completion of prescribed training, or any combination of these or other tests. Applicants meeting the minimum qualifications are not guaranteed advancement through any portion or phase of the selection process. Examinations shall be designed to provide equal opportunity to all candidates by being based on an analysis of the essential requirements of the class and covering only factors related to such requirements.

4.5 Promotional Examinations

Promotional examinations may be conducted whenever, in the opinion of the City Manager or designee, the needs of the service require. Promotional examinations may include any of the selection techniques described in Section 4.4, or any combination of them.

4.6 Conduct of Examinations

The City may contract with any competent agency or individual for the preparing and/or administering of examinations. In the absence of such a contract, the Human Resources Director or designee shall see that such duties are performed. The Human Resources Director shall arrange for the use of public buildings and equipment for the conduct of examinations.

4.7 Notification of Examination Results and Review of Papers

Each candidate in an examination shall be given notice of ~~his/her~~their results, and if successful, ~~of the final earned score and/or rank~~notice of his/hertheir placement on the employment list.

A candidate shall have the right to inspect ~~his/her~~their test answers for any written examination within five (5) working days after the notification of examination results. However, the rating given by any oral board member shall not be disclosed.

Any error in computation, if called to the attention of the Human Resources Director within five (5) working days after notification of examination results, shall be corrected. Such corrections shall not, however, require invalidation of appointments previously made.

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65 Anti-Nepotism Policy

65.1 Policy

It is City policy not to discriminate in its employment or personnel actions with respect to its employees and applicants on the basis of marital or ~~familial status~~registered domestic partner status. ~~However, the employment of relatives within the second degree is not without limitation as defined within this Personnel Rule.~~Notwithstanding this policy, the City reserves the right to reasonably regulate, for reasons of supervision, safety, security or morale, the assignment of spouses and registered domestic partners within the same department, division, facility or unit. The City further reserves the right to decline to hire or promote the immediate family member of any employee based on the identification of a potential conflict of interest for any reason. Promotional advancement shall require the written approval of the Department Head, Human Resources Director, and City Manager may also be denied if the promotion places one spouse, registered domestic partner, or immediate family member under the direct supervision or within the direct "chain of command" of another. Exceptions to this policy require the written approval of the Department Head, Human Resources Director, and the City Manager.

65.-2 Definitions

For purposes of this policy, the following definitions shall apply:

a. Spouse is as defined in California Civil Code 4100.

a. Marital status is defined as an individual's state of marriage, divorce or dissolution, separation, or annulment.

b. Immediate family member means an individual's parent, stepparent, parent-in-law, grandparent, child, stepchild, grandchild, brother, sister, stepbrother, stepsister, aunt, uncle or first cousin or sibling. The term "immediate family member" also includes an individual who falls within one of these categories by marriage, a previous marriage, adoption or registered domestic partnership.

c. Registered domestic partner is as defined in California Family Code section 297.

~~For purposes of this policy, relative within the second degree shall mean spouse or domestic partner, son, daughter, brother, sister, father, mother, grandchild, or grandparent, either by blood, present marriage, or adoption. Hiring, reemployment, reinstatement, promotion, transfer, or other job assignment, which will result in relatives of employees working in the same department, shall be permitted, except as provided below.~~

65.3 Employees Who Are City Rights Under the Anti-Nepotism Policy
~~The City retains the right:~~

- ~~1. To refuse to place one relative under the direct supervision of another relative. That is, no employee is permitted to work within the "chain of command" when one relative's work responsibilities, pay, hours, career progress, disciplinary matters, benefits or other terms and conditions of employment could be influenced by the other relative.~~
- ~~2. To refuse to employ one relative who would handle confidential material that creates improper or inappropriate access to that material by the other relative.~~
- ~~3. To refuse to employ one relative who would be responsible for auditing the work of the other relative.~~
- ~~4. To refuse to place both relatives in the same department, division, or facility where such has the potential for creating adverse impact on supervision, safety, security, or morale, or involves potential conflicts of interest, including, but not limited to, situations where both employees would have the same immediate supervisor, or where the employees would have job duties requiring performance of shared duties on the same or related work assignments.~~

~~The department head shall review all employment considerations of relatives within the second degree and determine if the City should invoke any of the City's rights under this Personnel Rule. All determinations shall be reviewed by the Human Resources Director prior to any appointment being made. If the Human Resources Director disagrees with the department head's determination, then the Human Resources Director shall notify the department head and City Manager and the matter shall be referred to the City Manager or his designee whose decision shall be final.~~ Spouses and/or Registered Domestic Partners

The City will investigate to determine if there are any reasonable modifications or changes in procedure that can be made to minimize operational concerns regarding supervision, safety, security or morale whenever the employment status of two employees results in either:

- (1) One spouse or registered domestic partner directly supervising another; or
- (2) Two or more spouses or registered domestic partners working within the same department or division.

In the event that no reasonable modifications or changes in procedure are available, or that any modifications or changes would affect safety, security, supervision or morale, the City reserves the right to transfer or reassign

6.4 Marriage of Co-Employees

~~If employees marry or become domestic partners, or an employment relationship listed in Section 6.3 is created by any other means, the City shall make reasonable efforts to assign job duties so as to minimize problems of supervision, safety, security, morale, or potential conflicts of interest. Should reasonable efforts to assign job duties to minimize such problems fail, one of the following must occur:~~

- ~~1. The City Manager or designee will attempt to arrange a transfer to a similar~~

~~position in another department, division, or facility for one of the employees. 7 usually the one in the most junior classification.~~ While the wishes of the involved parties will be considered, the controlling factor in determining which relative shall be transferred shall be the positive operation, efficiency, and needs of the City. There ~~can be~~ is no guarantee that the new position will be within the same classification or at the same salary level.

~~If an employee does not accept a transfer or reassignment, or in situations where no transfer or reassignment is available, the City may request the voluntary resignation of one of the employees and if one of the employees does not voluntarily resign, the City will retain one employee and terminate the other. Factors the City might use in evaluating which employee to retain include, for example, performance, tenure, position within the organization, or other factors deemed relevant by the appointing authority or designee.~~

5.4 Employees Who Are Immediate Family Members

The City ~~may attempt to~~ ~~need not~~ make reasonable modification or changes in procedure when the relationship between two or more employees is that of immediate family members and not that of spouses or registered domestic partners. In addition, the City ~~may attempt to~~ ~~need not~~ transfer or reassign immediate family members ~~and can move to retain one immediate family member and terminate the other to a suitable position within the City.~~ Factors the City might use in evaluating which employee to retain ~~in the current position and reassign the other can~~ include, for example, performance, tenure, position within the organization, or other factors deemed relevant by the appointing authority or designee.

5.5 Policy Exceptions

2. ~~Newly married~~ ~~Spouses~~ or ~~registered~~ domestic partners ~~ed~~, or immediate family members of ~~employees~~ may continue to work in the same department subject to approval by the Department Head, the Human Resources Director, and the City Manager or designee. ~~However,~~ when so requested by the appointing authority and the request is approved by the City Manager or designee.

5.6 Appeals

3. ~~One of the employees must be separated from City employment if a transfer is not available or approval for retention is not authorized. If one of the employees does not voluntarily resign, the City will retain one employee and dismiss the other employee. Elements the City might use in evaluating which employee to retain could include, for example, performance, tenure, position within the organization, or other factors deemed relevant by the City.~~

4. ~~Any non-at-will~~ ~~permanent employee who was employed in a position within the competitive service~~ ~~employee~~ who is ~~either demoted or~~ separated from City service under this Personnel Rule may utilize the disciplinary appeal procedure as

identified under ~~the employee's~~ the applicable collective bargaining agreement or, if none, the Grievance Procedure as described in these Personnel Rules. Other actions ~~taken~~ (for example, a transfer, demotion or lost opportunity for overtime or supplemental pay) are not subject to ~~any disciplinary action appeal or grievance procedure appeal~~.

65.57 Relatives-Immediate Family Members of Elected Officials

No person who is ~~a relative by blood or marriage~~ the spouse, registered domestic partner, or immediate family member of within the second degree of a current City elected official shall be eligible for regular position appointment. ~~This section does not prohibit relatives within the second degree of a current City elected official from being eligible for temporary or provisional appointments, as long as the City Council does not participate in the hiring of the relative.~~

Additionally, the provisions of this section shall apply to all current members of the Housing Authority's governing board.

The spouse, registered domestic partner or immediate family member ~~Relatives of an~~ elected officials currently employed as of the date the elected official assumes office ~~shall remain employed within the City and~~ shall not be subject to automatic exclusion of employment. The City Manager may, however, utilize the provisions of ~~Personnel Rule 6.3~~ this policy to transfer, reassign, or terminate the employee, if necessary, for the efficient operation of City business.

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76 Consensual Romantic or Sexual Relationship Policy~~Anti-Fraternization Policy~~

76.1 Purpose

The purpose of this policy is to prevent a conflict of interest, or adverse impact on supervision, safety, security, or morale when supervisory employees or co-workers engage in consensual romantic or sexual relationships. Romantic or intimate relationships among employees create serious problems in terms of objective management, an unreasonable possibility of favoritism, conflict of interest, misunderstandings and claims of harassment and/or discrimination.

~~When a supervisory employee who has a consensual romantic and/or sexual relationship with an employee over whom that supervisory employee has the power to influence pay, hours, career progress, disciplinary matters, benefits, confidential matters, audit findings, or other terms and conditions of employment, this type of relationship may result in overt or covert favoritism or perceptions of favoritism that adversely affect the productivity of the work unit. It can also create an environment where the supervisory employee can lose the respect and credibility of subordinates, thus reducing the supervisory employee's effectiveness. Supervisory employees must be held accountable for issues affecting the workplace that stem from these types of relationships between employees.~~

~~Consensual romantic and/or sexual relationships between coworkers, if not handled appropriately, can be divisive and cause friction in the workplace.~~

76.2 Policy

The City reserves the right to reasonably regulate, for reasons of supervision, safety, security or morale, the assignment of employees involved in a romantic or sexual relationship within the same department, division, facility or unit. The City discourages, but does not forbid, fraternization between managers or supervisors and subordinate employees or between co-workers.

6.3 Reporting Requirements

Any employees currently or previously involved in a romantic or intimate relationship, not necessarily limited to a sexual, romantic, or personal relationship, where a potential conflict of interest may occur within the workplace shall be required to immediately report and fully disclose in writing the relevant circumstances details to their Department Head and/or the Human Resources Director. Reports made to a Department Head will be forwarded to the Human Resources Director. Failure to report the relationship or disclose material pertinent facts may lead to disciplinary action, up to and including termination.

6.4

Supervisory City Response Employees

The City will investigate reports to determine if: (1) the relationship creates a

conflict of interest, causes disruption, creates a negative or unprofessional work environment, or presents concerns regarding supervision, safety, security or morale; and (2) if there are any reasonable modifications or changes in procedures that can be made to minimize operational concerns.

If a determination is made that the relationship creates operational concerns that cannot be minimized by reasonable modifications or changes in procedure, the City reserves the right to make such employment decisions as it deems necessary to minimize operational concerns, including but not limited to transfer of one or both parties to the relationship, adjusting lines of reporting or communication, and requiring the parties to acknowledge in writing the voluntariness of any such relationship.

In the event that no reasonable modifications or changes in procedure are available, or that any modifications or changes would affect safety, security, supervision or morale, the City reserves the right to transfer or reassign one of the employees. When the involved employees are co-workers, the wishes of the involved parties will be considered; however, the controlling factor in determining which employee shall be transferred shall be the positive operation, efficiency, and needs of the City. In situations where one of the employees involved in the relationship is a supervisor, the appointing authority shall transfer the supervisory employee from the position of influence over the other party to the relationship. There can be no guarantee that the new position will be within the same classification or at the same salary level.

~~Consensual romantic and/or sexual relationships are not allowed between a supervisory employee and another employee while the employee is subject to the supervisory employee's influence. The appointing authority is responsible for taking appropriate action in these situations when they occur.~~

~~• Should a supervisory employee develop a consensual romantic or sexual relationship with an employee under his/her influence, it is the supervisory employee's responsibility to inform the appointing authority of this relationship.~~

~~Where possible, the appointing authority shall transfer the supervisory employee from the position of influence over the other party to the relationship. If an employee does not accept a transfer or reassignment, or in situations where no transfer or reassignment is available, one of the City employees may request the voluntary resignation of one of the employees and if one of the employees does not voluntarily resign, the City may move to retain one employee and terminate the other.~~ Factors the City might use in evaluating which employee to retain include, for example, performance, tenure, position within the organization, or other factors deemed relevant by the appointing authority or designee.

6.5 Appeal

- Any regular employee who was employed in a position within the

~~Competitive Service who is separated from City service If this is not feasible, other appropriate arrangements will be made, and may include the supervisory employee's termination of employment. Any non-at-will employee who is either demoted or separated from City service (i.e., terminated) under this Personnel Rule may appeal the decision to separate by utilizing the disciplinary action procedure as identified under the employee's applicable collective bargaining agreement or, if none, the Grievance Procedure as described in these Personnel Rules. Other Actions other than separation taken (for example, a transfer or lost opportunity for overtime or supplemental pay) are not subject to any disciplinary action appeal or grievance procedure appeal.~~

- ~~• One party to a relationship will not be placed under the influence of the other party to the relationship.~~

~~Supervisory employees who have a consensual romantic and/or sexual relationship with an employee subject to the supervisory employee's influence and who fail to inform the appointing authority shall be subject to disciplinary action, up to and including dismissal from employment.~~

~~An appointing authority who fails to take appropriate action shall be subject to disciplinary action, up to and including dismissal from employment.~~

~~Coworkers~~

~~Coworkers are strongly encouraged to report to their immediate supervisor(s) any consensual romantic and/or sexual relationships they have with fellow coworkers. Such reporting is strongly encouraged as consensual romantic and/or sexual relationships between coworkers may create an adverse effect on productivity, safety, or security, or involve an identifiable conflict of interest that may detrimentally impact operations. Appointing authorities have a responsibility to correct identifiable adverse effects and/or conflicts of interests and may utilize the same tools identified for the City under the Anti-Nepotism Policy.~~

87 Veterans' Preference

87.1 Policy Statement

~~In accordance with Government Code Section 50088(b), The City will grant veterans as defined in this Policy with preference points in entrance examinations for positions with the City shall be given to veterans over the other identically qualified applicants. Veterans' preference is provided to assist individuals as they transition from military employment to civilian employment.~~ No preference is provided for promotional examinations, nor to a current employee in a regular position.

87.2 Definition of Veteran

For ~~the~~ purposes of this Personnel Rule, "veteran" means any person who has served ~~on-in~~ active duty ~~or reserve status for a period of not less than six (6) continuous months~~ in the ~~armed~~ Armed Forces of the United States ~~in time of national emergency, state military service, or during any expedition of the Armed Forces.~~

87.3 Preference Provisions

1. Eligibility List by Rank: Eligible veterans who obtain a passing score and are placed on an employment eligibility list will receive an additional five (5) points added to their score. The veteran shall be placed on the employment eligibility list at the appropriate ranking after the additional points are added.
2. Pass/Fail or Block Eligibility List: Eligible veterans who obtain a passing score and are placed on an employment eligibility list will receive a veterans' preference notation and such individuals shall be considered prior to the appointing authority's consideration of other equally ranked eligibles.

87.4 Notice of Veteran Status and Request for Preference

Any individual applicant for entrance employment with the City wishing to receive veterans' preference must submit proof of ~~his/her~~their veteran status in the form of a DD-214 along with the original employment application.

87.5 Currently in the Military Service

Candidates who are in the military service at the time of an examination, and who are discharged from military service during the duration of the employment list, may apply for Veterans' Preference upon discharge from the military. If all the eligibility criteria and documentation requirements ~~in accordance with this chapter described in this rule~~ have been met, then the candidate's ~~rank~~placement on the employment list will be adjusted accordingly.

87.6 Those Not Eligible for Veterans Preference

Veterans preference shall not be given to those applicants who:

1. Are competing in a promotional examination or for a classification not included within the ~~Ce~~competitive ~~service~~Service; or
2. Are retired from the ~~armed~~Armed ~~forces~~Forces at or above the rank of Major, or its equivalent; or
3. Were discharged more than five years prior to the final filing date stated on the job announcement.
4. Were discharged for a reason other than “general or honorable.”

98 Employment Eligibility Lists

98.1 Employment Lists

As soon as possible after the completion of an examination, the Human Resources Director shall prepare an employment eligibility list consisting of the names of candidates who qualified in the selection process. -Multiple employment lists for a single class are permitted. When multiple employment lists exist, an eligible shall be considered based on his/her/their overall rating as opposed to when he/she was/they were placed on an employment eligibility list.

98.2 Duration of Lists

Promotional and open-competitive employment lists shall remain in effect for six months, unless exhausted sooner or abolished by the Human Resources Director. The Human Resources Director may, at his/her/their discretion, extend the duration of an employment list, in six month increments, such that the total duration of an employment list is twenty-four (24) months.

98.3 Consideration of Applicants

Any applicant on the employment list may be considered for appointment, and such consideration of applicants shall be termed "the rule of the list" such that any individual on the list may be appointed. -However, no person on an employment list shall be considered for appointment unless all other eligibles with a higher or equal employment list ranking have been interviewed by the appointing authority or designee.

8.4 Background Investigations

As part of the examination process and in the process of considering any applicant on the employment list for appointment, it shall be City policy to obtain as much job-related/pre-employment information as possible, within the confines of the law, from current and/or former employers of potential new City employees before a formal employment offer is extended. The Human Resources Director or designee may conduct such investigation of an applicant's training, experience, and mental, physical and personal fitness as may be necessary to determine suitability for appointment.

98.45 Precedence

The names of eligibles shall be certified in accordance with the following priority:

1. ~~4.~~ Reinstatement List
2. Transfer List
3. Promotional List
4. Reemployment List
5. ~~Promotional and~~ Open-Competitive Lists

~~4. Reemployment List~~

~~98.56~~ Removal of Names from List

The name of any person appearing on an employment list shall be removed by the Human Resources Director if the person: ~~(1)~~ requests in writing that ~~his/her~~their name be removed; ~~(or 2)~~ fails to respond to a notice mailed to the last designated address; ~~or (3)~~ no longer meets the eligibility requirements for appointment; ~~or (4)~~ is subsequently hired by the City. The person affected shall be notified of the removal of the name by a notice mailed to the last known address. It shall be the sole responsibility of those individuals on an eligibility list to provide the City with information regarding any change of address or telephone number. The names of persons on promotional lists who resign from City service shall automatically be dropped from such lists upon resignation.

The name of any person appearing on an employment list may be removed by the Human Resources Director following an interview after which the appointing authority indicates ~~he/she~~they no longer wishes ~~es~~ to consider the qualified candidate further.

~~98.67~~ No Guarantee of Employment

No person who appears on an eligibility list is guaranteed employment with the City. The City Manager or designee, Human Resources Director, and/or appointing authority may opt not to hire any and/or all persons whose ~~se~~ names appear on an eligibility list.

109 Medical Standards

109.1 Post-Offer, Pre-employment Examinations

A post-offer, pre-employment medical examination may be required for applicants in select classes. ~~Any pre-employment physical shall will be done in include a review of the individual's medical history and the prospective employee shall be evaluated in~~ accordance with the standards set forth in the Americans with Disabilities Act or other applicable law; to determine whether the employee can perform the essential duties of the position, with or without reasonable accommodation.

If the results of a pre-employment examination may result in the disqualification of an applicant, the applicant will be notified and given an opportunity to submit an independent medical opinion for consideration before a final decision on disqualification is made.

No appointment may be made official until a positive ~~physician's report is received~~ determination is made that the applicant can perform the essential functions of the position, with or without reasonable accommodation. ~~Only under unusually extenuating circumstances will a new hire be allowed to report to work prior to successful completion of the medical examination.~~

940.2 Fitness for Duty Examinations

An employee may be required to undergo a physical and/or mental evaluation (i.e., a medical examination) to determine his/her/their capacity to perform the duties of his/her/their position. An employee may be required to submit to an examination by a competent medical practitioner, ~~including a drug and/or alcohol test~~ whenever there is a reasonable suspicion that an employee is physically or mentally unfit to perform the duties of his/her/their position, may subject others to infection or, may subject the -employee or third persons to the risk of injury, ~~or there is a reasonable suspicion that an employee has unlawfully used drugs (either lawfully prescribed or otherwise) or habitually uses alcohol.~~

940.3 After Absence

The City may require a medical examination and/or medical release before an employee may return to work following an absence due to illness, injury, or surgery.

940.4 After Classification Change

A standard medical examination may be required before an employee ~~may change~~ is appointed to a classification with more rigorous physical or medical standards. Any medical examination will be done in accordance with the standards set forth in the Americans with Disabilities Act or other applicable law.

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11 — Reference Checks

11.1 — Purpose

~~The purpose of this Personnel Rule is to describe City policy in conducting pre-employment reference checks on potential new City employees, and the release of personal and/or professional references of current or former City employees to third parties.~~

11.2 — Policy Statement

~~1. — New Hires: It shall be City policy to obtain as much job-related/pre-employment information, within the confines of the law, from current and/or former employers of potential new City employees before a formal employment offer is extended; and~~

~~2. — Current or Former Employees: To avoid potential liability to the City, it shall be City policy that all requests for information on current or former employees are to be directed to the Human Resources Director.~~

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1210 Appointment

1210.1 **Appointing Authority**

All appointments shall be made by the appointing authority. All vacancies shall be filled from an appropriate employment eligibility list, if available. In the absence of persons eligible for appointment in these ways, provisional appointments may be permitted.

1210.2 **Notice to Human Resources Director**

Whenever a vacancy is to be filled, the ~~department head~~appointing authority or designee shall notify the Human Resources Director. The Human Resources Director shall advise the ~~department head~~appointing authority or designee as to the availability of eligibles on employment eligibility lists for the class.

1210.3 **At-Will Appointment**

Except as defined as being within the Competitive Service or as defined in an employment agreement, all appointments, regardless of type, are at-will appointments which may be terminated with or without cause and with or without notice at any time by either the employee or the City. Nothing in these Personnel Rules or in any document or statement shall limit the right to terminate employment at-will. Only the City Council may approve or authorize an employment agreement or an exception modification to this at-will appointment provision and any such employment agreement, exception or modification must be in writing.

10.4 Types of Appointments

10.4.1 **Regular Position Appointments**

Appointment to a position which works an ongoing schedule, whether part-time or full-time, and for which the City Council has authorized the providing of health and welfare benefits. Regular positions that are included in the Competitive Service must serve a probationary period as provided in these rules.

10.4.2 **Temporary Position Appointment**

Appointment to a position which is not a regular position appointment. Temporary position appointments are limited to a maximum of nine hundred ninety-nine (999) paid hours during any fiscal year. Temporary positions do not receive health and welfare benefits, accrue vacation, sick leave or other paid leaves, or receive any other benefits accorded to regular position appointments, except as otherwise required by applicable law. Temporary appointments are also referred to as "seasonal" appointments and not included in the Competitive Service.

10.4.3 **Limited Term Appointment**

Appointment to a position for a limited period of time in order to perform a specific assignment or complete work expected to be of limited duration. Limited term appointments are considered exempt from the Competitive Service.

10.4.4 Provisional Position Appointment~~Appointment~~

In the absence of appropriate employment eligibility lists, a provisional appointment may be made by the appointing authority. An employment eligibility list shall be established within six (6) months for any position filled by provisional appointment. No person who is provisionally appointed shall work in excess of nine hundred ninety-nine (999) hours during the fiscal year.

A provisional appointment does not guarantee that the employee will be selected for regular appointment. If appointed to a regular position, the employment period as a provisional appointment does not count towards the regular appointment's probationary period, if any.

If an appropriate employment eligibility list exists, then a provisional appointment may still be made by the appointing authority; provided, however, that the total employment of ~~all~~a persons so provisionally appointed shall not exceed 200 (two hundred) hours.

~~12~~10.45 Emergency Appointment

To meet the requirements of an emergency condition that threatens life, property, or the general welfare of the City, the City Manager may employ such persons as may be needed for the period of the emergency, without regard to the regulations as to appointment in these rules.

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131 Compensation

4311.1 Salary Plan

Salary ranges are set for each class by the City Council. No person may be paid less than the minimum, nor more than the maximum of the salary range established for the class in which employed. No change in the salary range of a class may be made without City Council approval.

11.2 Advancement through the Pay Plan

Advancement within a salary range is based on performance and requires the approval of the City Manager. Advancement through the steps of a salary range are not automatic.

~~and shall be effective at the beginning of a pay period.~~ Employees are eligible to be considered for a salary range advancement after either six (6) months or after twelve (12) months following initial appointment/promotion to a classification and a determination of satisfactory service. Thereafter, an employee with satisfactory service may be eligible for advancement within the salary range once every twelve (12) months. The City Manager, with the recommendation of the Human Resources Director, and based upon meritorious service may provide an employee with a salary range advancement more frequently than every twelve (12) months or a salary range increase greater than one (1) salary step.

~~This Table is for Informational Purposes Only.
Consideration for Advancement within Salary Range
Following Appointment and/or Promotion~~

~~6 Months or 12 Months~~

- ~~• Performance Evaluation~~
- ~~• Salary Increase Consideration~~

~~12 Months~~

- ~~• Probationary Period Ends~~
- ~~• Performance Evaluation~~

~~Every 12 Months Thereafter~~

- ~~• Performance Evaluation~~
- ~~• Salary Increase Consideration~~

4311.23 Salary Payment

Employees are paid every other Thursday, for the two week period ending the Saturday prior to pay day. When a payday falls on a City-recognized holiday, payment will be made on the prior day.

4311.34 Salary Upon Initial Appointment

~~New employees shall be paid at the first step of the salary range for the employee's classification. Exceptions to this provision may be made at the sole discretion of the City Manager, except that an employee may not receive more than . An appointed employee may be paid anywhere within the salary range; provided, however, it is not less than the minimum nor greater than the maximum salary established for the class to which appointed.~~

~~4311.45~~ Salary Upon Promotion

An employee who is promoted ~~from a position in one class to a position in a higher class, shall have his/her~~their salary adjusted to the first step on the salary range for the higher class that is at least ~~shall be placed at the step in the new classification salary range that would constitute a minimum five percent (5%) greater than the employee's salary before promotion, except that under no circumstance increase. However, shall~~ the employee ~~shall receive a salary that is not less than the minimum nor~~ greater than the maximum salary established for the class to which promoted.

~~4311.56~~ Salary Upon Transfer

An employee who transfers to another position shall have no change made in ~~his/her~~their salary or salary advancement consideration date.

~~131.67~~ Salary Upon Demotion

~~Whenever an employee is demoted, whether such demotion is voluntary or otherwise, the employee's salary shall be adjusted to be within the salary range for the class to which the employee is demoted. The specific rate of pay within the range shall be determined by the City Manager, whose decision shall be final. An employee who is demoted to a position that he/she~~they previously held shall not be placed at a step that is lower than the step held by the employee before the promotion. ~~An employee who is demoted shall be placed at the salary range step of the new classification salary range closest to the step held for the position he/she is vacating; provided, however the employee shall not receive a salary increase, and that the employee shall receive not less than the minimum nor greater than the maximum salary established for the class to which demoted.~~

~~4311.78~~ Salary Upon Reclassification

When an employee's position is reclassified, the employee's salary shall be determined as follows:

1. If the position is reclassified to a class with a higher salary range than the previous class, the employee's salary shall be determined in the same manner as if the employee had been promoted.
2. If the salary of the employee is the same or less than the maximum of the salary range of the new class, the salary of the employee shall not change;

provided, however, that the employee shall ~~receive~~ not receive less than the minimum salary established for the class to which reclassified.

3. If the salary of the employee is greater than the maximum of the range of the new class, the salary of the employee shall be designated as a “Y-Rate” and shall not change during continuous City service until the maximum of the salary range to which the class is assigned exceeds the “Y-Rate” salary of the employee.

4311.89 Salary Upon Reinstatement

An employee who is reinstated (as defined under section 2.37) shall be placed at no lower than the same salary step he/shethey held at the time of separation from City service.

4311.910 Salary Upon Reemployment

An employee reemployed (as defined under section 2.34 and Rule 17) shall be placed at no lower than the same salary step he/shethey held at the time of separation from City service.

11.11 Timing of Salary Adjustments

The date of changes to an employee’s salary shall be effective the first day of the payroll period following the date of approval of the change. Exceptions to effective dates of change require approval by the City Manager.

1412 Probationary Period

1412.1 Objective of the Probationary Period

The probationary period shall be regarded as part of the selection process and shall be utilized for closely observing the employee's work, and for securing the most effective adjustment of a new employee to his/her/their position. ~~and for releasing any probationary employee whose performance in the opinion of the City Manager, City Manager's designee, and/or appointing authority does not meet the required standards of work. Nothing in this policy is intended to limit the reasons for which an employee may be released during the probationary period. Release of an employee during the probationary period may be with or without cause and with or without prior notice to the employee.~~

1412.2 Probationary Period

~~Unless otherwise provided in a collective bargaining agreement, All-all~~ original and promotional appointments to a regular position, excluding at-will employees, shall be tentative and subject to a probationary period of twelve (12) months of actual active duty service in the regular position.

~~The probationary period of an employee who is absent from work, temporarily reassigned to perform work in another classification, or temporarily assigned to perform modified or light duty may be extended by the same amount of time as the absence or reassignment, from the date of probationary appointment or promotion. Days absent without pay during the probationary period shall extend the probationary period by the same number of days so as to result in a probationary period of active working duty in the regular position for the required twelve (12) months of active duty service.~~

~~Employees who transfer to another position in the same classification shall not be required to undergo a new probationary period in the same position into which transferring, provided the employee has completed the employee's probationary period in-for the classification at the time of transfer. During the probationary period, the employee may be released at any time by the City Manager, City Manager's designee, and/or appointing authority with or without cause and with or without prior notice. An employee released during the probationary period has no right to appeal or grieve the release.~~

~~The appointing authority may extend an employee's probationary period by up to six (6) months. Notice of any such extension will be provided in writing to the employee in advance of completion of the probationary period. may exceed twelve (12) months of active duty when the extension is by mutual agreement between the probationer, appointing authority, and (if not the appointing authority) the City Manager. The probationary period shall not exceed eighteen (18) months of active duty service.~~

124.3 Rejection of Probationer

During the probationary period, an employee may be released at any time by the appointing authority, with or without cause and with or without prior notice to the employee. An employee who is rejected during the probationary period has no right to appeal or grieve the decision to reject. Nothing in this policy is intended to limit the reasons for which an employee may be released during the probationary period.

12.4 Promotional Probationary Period

An employee who has previously completed the requisite probationary period and who is rejected during a subsequent probationary period for a promotional appointment shall be reinstated to the former position from which the employee was appointed. If the employee was dismissed for cause from employment during the promotional probationary period, the employee shall not be entitled to such reinstatement rights.

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153 Performance Evaluation

4513.1 Policy and Purposes

It is the policy of the City that regular reports shall be made on all employees regarding efficiency, competency, conduct and merit. ~~The~~ This responsibility shall be borne by the City Manager, the ~~department~~ Department heads, and their subordinate supervisors. It shall be the responsibility of the Human Resources Director to provide and prescribe the forms and procedures to be used in such performance reports and to assist in the training of supervisory personnel, so that performance reporting will be carried out in a sound, effective and timely manner.

Performance evaluations are an important part of the City's personnel policies. They provide an objective, consistent, and fair way to gauge each employee's on-the-job effectiveness. ~~The~~ evaluation process should inform an employees of their standing and communicate expected standards of performance. It is also used to discuss City and department goals, employee goals, work standards, areas where improvement is needed, career development potential, and possible opportunities.

4513.2 Filing Schedule Timing of Evaluations

Performance evaluation reports shall be rendered at least once annually for all regular employees. An employee may be rated at more frequent intervals at the discretion of the City Manager or the ~~department~~ Department head. An employee who receives an overall rating of anything less than meets minimum requirements should be re-evaluated within three (3) months of receiving ~~the original~~ such -rating ~~and then again at least three (3) months subsequent to that rating.~~

Performance evaluation reports of all probationary employees should be rendered at least quarterly during the probationary period. An employee who has received an overall rating of less than meets minimum requirements ~~and who is not released from employment~~ should be re-evaluated ~~ported on a monthly basis for at least two (2) months at least one month after~~ subsequent to receiving ~~the original~~ such ~~a less than meets requirements~~ -rating. Nothing in this section shall preclude the City from releasing a probationary employee from employment with or without cause and/or with or without notice at any time.

4513.3 Filing Evaluation Procedures

The Human Resources Director should notify departments approximately one (1) month prior to the due date for annual performance evaluations.

The immediate supervisor of the employee being evaluated is expected to conduct the performance evaluation using the form prescribed by the Human Resources Director. Where an employee has worked under several supervisors, each supervisor should contribute to the evaluation. Whenever a supervisor is transferred or leaves the City, ~~he/she/they~~ ideally ~~shall~~ should prepare, prior to ~~his/her/their~~ leaving, a preliminary evaluation of the employees working under

him/her/them.

Each performance evaluation shall be discussed with the employee. The employee shall sign the report as a means of acknowledging its content. ~~and shall have the opportunity to make his/her own comments.~~ Such signature shall not necessarily mean the employee agrees in total with the contents of said report. The employee shall have the opportunity to make his/her/their own comments regarding his/her/their work performance, either in a written statement attached to the evaluation, or orally.

After the evaluation has been completed and signed, a copy shall be given to the employee and the supervisor. The original is to be filed with the Human Resources Department.

1513.4 Less than Meets Minimum Requirements Ratings

1. Rating Intervals. An employee who receives an overall performance rating of less than meets minimum requirements should be rated at a more frequent interval, as provided in these Personnel Rules.
2. Promotional Examinations. An employee who receives an overall rating of less than meets minimum requirements in their most recent performance evaluation shall not be eligible to participate in any promotional examinations until at least an overall meets minimum requirements rating has been established.
3. Salary Advancements. An employee who receives an overall rating of less than meets minimum requirements shall not be eligible for any salary step advancement until an overall rating of at least meets minimum requirements has been established.

153.5 Late Performance Evaluations

Performance evaluation reports must be submitted within three (3) months of the employee's classification date. If the supervisor fails to render a performance evaluation within the specified timeframe, then the employee shall receive a salary step increase, if available, and the employee's overall performance shall be assumed to be satisfactory.

1513.6 Consideration for Promotion

In promotional examinations and selection of employees, past performance evaluations shall be given consideration.

13.67 No Appeal

An employee does not have the right to formally appeal or grieve any matter relating to a performance evaluation. Instead, within seven (7) days following the receipt of the performance evaluation, the employee may request that the Director of Human Resources conduct an objective review of performance evaluation

rating(s) which do not correspond with documented job performance in the evaluation. The Director of Human Resources will issue an assessment from their review of the evaluation within fourteen (14) days of receipt of the review request from the employee. The employee may also comment on the evaluation in a written statement, which will be placed with the evaluation in the employee's personnel file. Written statements in response to an evaluation must be submitted within fourteen (14) days of when the evaluation is provided to the employee in order to be included with the evaluation in the employee's personnel file.

1513.76 — Appeal of Ratings

Appeal of Performance Evaluation Ratings — Employee's Timeline (This chart is for informational purposes only.)	
- Employee received evaluation on _____ -	
Timing	Employee's Responsibility
Within 7 days of receiving the evaluation	Make your appeal to the department head in accordance with Step 1
Within 35 days of receiving the evaluation	If your department head has not given you a written decision then make your appeal to the Human Resources Director in accordance with Step 2
Within 60 days of receiving the evaluation	If the Human Resources Director has not given you a written decision then make your appeal to the City Manager in accordance with Step 3

~~An employee is who dissatisfied with his/her rating or evaluation, or who believes that any prescribed rating procedures have not been followed, or who believes the overall rating does not correspond to the documented performance shall have a limited right of appeal. The time limits set forth below may be waived or extended by mutual written agreement of the parties. An appeal that is not timely filed or that is not advanced to the next step in a timely matter will not be considered.~~

~~Step 1:~~

~~The first step in the appeal of a performance evaluation is to the employee's department head. The employee shall, within seven (7) days following receipt of the performance evaluation, file a written performance evaluation appeal to his/her department head. The written appeal shall describe the reason(s) for the performance rating or evaluation appeal and generally describe the reasons and/or documentation on which the employee believes the appeal should be granted. Any documentation will ideally must be included with the written appeal. The department head shall conform may meet with, at a minimum, the employee to discuss the appeal. wThe department head will issue his/her written decision on the appeal within fourteen (14) days of filing and thereafter render a written decision.~~

~~Step 2:~~

~~An appeal to the Human Resources Director must be made by the employee within thirty-five (35) seven (7) days following the Department Head's decision at step 1. receipt of the original performance evaluation. No appeal to the Human Resources Director shall be heard if the employee did not appeal the performance evaluation to the department head. Such an appeal shall be in writing, include the date(s) the employee conferred with his/her department head, describe the reason(s) for the~~

~~performance rating or evaluation appeal, and generally describe the reasons and/or documentation on which the employee believes the appeal should be granted. Any documentation will ideally must be included with the written appeal. The Human Resources Director shall may confer meet with the employee to discuss the appeal., at a minimum, the The Human Resources Director will issue his/her decision employee on the appeal within fourteen (14) days of filing of the step 2 appeal. and thereafter render a written decision.~~

Step 3 (Final Step):

~~An appeal to the City Manager must be made within sixty (60) seven (7) days following receipt of the original performance evaluation step 2 decision. No appeal to the City Manager shall be heard if the employee did not appeal the performance evaluation to the Human Resources Director. Such an appeal must be in writing, include the date(s) the employee conferred with his/her department head and the Human Resources Director, describe the reason(s) for the performance rating or evaluation appeal, and generally describe the reasons and/or documentation on which the employee believes the appeal should be granted. Any documentation will ideally must be included with the written appeal. The City Manager or his/her designee shall confer may meet with, at a minimum, the employee to discuss the appeal. The City Manager or his/her designee will issue a decision within fourteen (14) days and thereafter render a written decision of the filing of the step 2 appeal.~~

~~The decision of the City Manager or his/her designee shall be final and no other appeal shall be available. Performance ratings and evaluations shall not be subject to the grievance procedures.~~

4614 Resignations and Job Abandonment

4614.1 Notification

An employee wishing to leave the City's employment in good standing shall submit a letter of resignation to file with the employee's his/her/their immediate supervisor, Department head/Head, or the Human Resources Director, at least fourteen (14) days before leaving employment. The letter, a written resignation stating should include the effective date of resignation and reason(s) for leaving. The Resignations are irrevocable and shall be promptly forwarded to the Human Resources Director. Resignations shall become effective upon receipt by the City, without the necessity of any written acceptance, unless the employee is notified otherwise. The resignation of an employee who fails to give notice as provided in this section shall be reported to the Human Resources Director by the department Department head/Head immediately.

4614.2 Failure to Notify

Failure of an employee to provide proper notice shall be entered on the service record of an employee and may be cause for denying future employment by the City.

4614.3 Failure to Report to Work (Job Abandonment)

An employee who fails to report to work, to return from an authorized leave of absence, and/or fails to call off from work for three or more consecutively scheduled work days is deemed to have voluntarily resigned employment through job abandonment. A regular employee who has passed probation will receive notice of the City's intent to terminate for job abandonment, an opportunity to respond, and a final notice of termination for job abandonment before being separated under this provision. At the discretion of the City Manager or designee, an employee separated for job abandonment may be reinstated upon proof of justification for such absence, such as severe accident, severe illness, or mental or physical impairment which prevented notification. No employee has any right to grieve or appeal a separation due to job abandonment or to an evidentiary or disciplinary appeal following a separation due to job abandonment.

4614.4 Use of Accrued Leaves

No-The use of vacation, sick leave, administrative leave, compensatory time off, holidays, or any other paid time off in lieu of hours worked, may not be used to extend an employee's resignation date beyond the employee's last day worked. Only the City Manager may waive this rule.

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175 Layoff

1715.1 Layoff Policy

Whenever the City Manager and/or City Council determines in ~~his/her~~ their sole discretion that it is necessary to abolish any position of employment, the employee holding that position may be laid off, transferred, or demoted without disciplinary action and without the right of appeal.

1715.2 Notification

An employee being laid off shall be given at least fourteen (14) days prior notice.

1715.3 ~~Employment Status~~Order of Layoff

In each class, employees shall be laid off in the inverse order of their seniority and according to employment status in the following order: temporary, regular part-time, probationary full-time, and regular full-time. In this chapter, probationary status means the probationary period required upon the initial employment with the City leading to a regular position.

For purposes of layoff, seniority shall be defined as an employee's tenure in a class. When an employee retreats to a lower class, seniority for that class shall include the tenure of all higher classes. Seniority includes time accrued in regular full-time and regular part-time service. In this chapter, length of service for regular part-time employment is calculated on a pro-rata basis. Employment in a temporary appointment position does not count in calculating seniority.

In cases where there are two or more employees with the same employment status and the same seniority date, such employees will be laid off on the basis of the last evaluation rating in the class, providing such rating has been on file at least ninety (90) days as follows:

First, all employees having ratings of less than minimum requirements; second, all employees having ratings of meeting minimum standards; and third, all employees having ratings of exceeds minimum standards.

1715.4 ~~Vacancy and Demotion~~Employee Options

Whenever a regular or probationary employee has been notified that ~~he/she~~they will be laid off from ~~his/her~~their current position, the employee shall have the following options:

—If an employee has held status in a lower classification, ~~he/she~~they may retreat to that lower classification if the employee has more seniority than at least one of the incumbents in the lower class. If an employee has not held status in a lower class, then no retreat rights accrue to the employee. there is a layoff, the City Manager shall first demote an employee (based upon seniority within the class at the City of Pittsburgh) to a regular position vacancy, if any, in a lower

~~class for which the employee previously held. All persons so demoted shall have their names placed on a reinstatement list for a period of one year.~~

- ~~— Upon layoff, regular employees have the right to retreat to a lower class in accordance with this layoff policy. In order to retreat to a lower class an employee must have more seniority than at least one of the incumbents in the~~An employee exercising retreat class rights must and request displacement provide action in writing~~ten notice~~ to the Human Resources Director within seven (7) days of receipt of notice of layoff. An employee retreating to a lower class shall be placed on the salary step representing the least loss of pay. An employee who does not timely exercise retreat rights will forfeit the ability to retreat to a lower class and will be laid off.

1.

- 2. If an employee has not held status in a lower classification, or if the lower classification is occupied by a more senior employee, the employee may be eligible for transfer to a vacant position if the employee is qualified and capable of performing the duties of the vacant position as determined by the City Manager or designee. Employees who are transferred in lieu of layoff will be paid at the rate of pay for the new position at a step to be determined by the City Manager and shall serve a new probationary period. Any employee who does not accept a transfer within seven (7) days after receipt of notice of layoff will forfeit the ability to transfer and will be laid off.

3. Accept the layoff.

~~For purposes of layoff, seniority shall be defined as an employee's tenure in a class. When an employee retreats to a lower class seniority for that class shall include the tenure of all higher classes.~~

~~Seniority includes time accrued in regular full-time and regular part-time service. In this chapter, length of service for regular part-time employment is calculated on a pro-rata basis. Employment in a temporary appointment position does not count in calculating seniority.~~

157.5 Reinstatement List

The names of all regular and probationary employees laid off or demoted (either through a transfer or exercise of retreat rights) in lieu of layoff shall be placed on a reinstatement list, provided their performance has been satisfactory; S~~s~~aid reinstatement list shall remain in effect for twelve (12) months, unless exhausted sooner.

Reinstatement lists shall take precedence over all other employment lists except that employees on such lists shall not have the right to displace working employees.

Failure to promptly respond to and accept a reinstatement offer within seven (7) days of the date of the offer shall result in removal from the reinstatement list. It shall be the employee's responsibility to advise the City of the employee's current contact information.

Reinstatement will result in removal from the reinstatement list except when reinstatement is in a lower class.

157.6 Reinstatement

A former employee appointed from a reinstatement list shall be reinstated to the salary range and step held at the time of layoff and have the following benefits restored:

1. Accrued but unused sick leave.
2. Seniority at the time of layoff for vacation accrual, future reduction in force, and department purposes as defined within department operating procedures (e.g., work schedule preferences, vacation scheduling preferences).

A former employee shall not accrue any benefits during the period of time he/she/they were/was on layoff.

157.7 Layoff of At-Will Employees

By definition, employment at-will may be terminated by either the employee or the City at any time with or without cause and with or without notice. Nothing in this chapter shall require the City Manager to allow a displaced at-will employee to displace an employee in a lower class or require the City Manager to place ~~the~~a displaced at-will employee on a reinstatement list.

1816 Transfer

Transfers may be voluntary or involuntary. No person shall be transferred to a position for which ~~he/she~~they ~~does~~ not possess the minimum qualifications. Upon notice to the Human Resources Director, an employee may be transferred by the appointing authority at any time from one position to another position in the same or a comparable class. For transfer purposes, a comparable class is one with the same maximum salary, involves the performance of similar duties and requires substantially the same basic qualifications.

If the transfer involves a change from one department to another, both ~~department~~ Department heads ~~Heads~~ must consent ~~thereto to the transfer~~ unless the City Manager orders the transfer. –Transfers shall not be used to effectuate a reclassification, promotion, demotion, advancement, or reduction, each of which may be accomplished only as provided in the Municipal Code, these Personnel Rules, and/or a collective bargaining agreement.

Whenever possible, an employee being transferred from one position to another position in the same class or a comparable class will receive five business days' notice. If an employee disputes an involuntary transfer, the employee may, within two business days of receiving notice of his or her pending transfer, file a written appeal with the City Manager or designee setting ~~the~~ forth the reasons for the appeal. Any appeal filed must be based upon an alleged violation of the requirements for transfer or the procedure followed.

The decision as to whether or not to transfer an employee shall be at the sole discretion of the appointing authority(~~ies~~) and is not subject to any grievance or appeal procedure.

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1917 Re-eEmployment

With the approval of the appointing authority, an employee appointed to a regular position who ~~has~~ completed at least twelve (12) months of continuous service, successfully passed an initial new hire probationary period, and ~~who has~~ resigned with a satisfactory record may be reemployed to a vacant position in the same or comparable class. Reemployment must occur within twelve (12) months following resignation. The reemployed employee is not subject to another new hire probationary period. No credit for former employment shall be granted in computing vacation, sick leave, or other benefits except on the specific approval of the City Manager.

The decision as to whether or not to reemploy a former employee shall be at the sole discretion of the appointing authority and is not subject to any grievance or appeal procedure.

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2018 Service RetirementMedical Separations

20.1 Notification

~~An employee wishing to leave the City's employment in good standing shall file with the employee's immediate supervisor, department head, or Human Resources Director, at least fourteen (14) days before leaving employment, a written notice stating the effective date. The notice shall be promptly forwarded to the Human Resources Director. Retirement shall become effective upon receipt by the City, without the necessity of any acceptance, unless the employee is notified otherwise. The retirement of an employee who fails to give notice shall be reported to the Human Resources Director by the department head immediately.~~

20.2 Failure to Notify

~~Failure of an employee to provide proper notice shall be entered on the service record of an employee and may be cause for denying future employment by the City.~~

20.3 Contract

~~Service retirement shall be in accordance with the contract provisions between the City and the California Public Employees' Retirement System (PERS).~~

20.4 Use of Accrued Leaves

~~No use of vacation, sick leave, administrative leave, compensatory time off, holidays, or any other paid time off in lieu of hours worked may be used to extend an employee's retirement date beyond the employee's last day worked. Only the City Manager may waive this rule.~~**18.1 Medical Separation**

An employee who becomes unable to perform the essential functions of his or her position due to a disability or other medical condition may be medically separated from employment. Prior to medical separation, the City will determine what accommodations, if any, can be reasonably provided to the employee in accordance with City policy and any applicable law. In addition, if appropriate, the City may consider an employee's potential eligibility for disability retirement benefits.

Before medically separating a regular employee, the Human Resources ~~Manager~~Director or designee will provide the affected employee with notice of the proposed decision to medically separate. The notice shall: (1) inform the employee of the action intended, the reason for the action and the proposed effective date; and (2) inform the employee of the right to respond to the proposed action and to whom to respond. After review of any timely response, the Human Resources ~~Manager~~Director or designee shall notify the employee of any final action to be taken and the effective date of that action. A medical separation may be appealed pursuant to the grievance procedures contained in these Rules.

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21—Disability Retirement or Separation for Non-Safety Employees

21.1—Application

~~The following procedures shall apply to:~~

- ~~1.——Non-safety employees who are permanently disabled and who are eligible to retire for disability under contract provisions between the City and PERS.~~
- ~~2.——Those employees who are ineligible to retire for disability under PERS but who are, nonetheless permanently disabled as defined.~~

21.2—Definition and Determination

~~Permanent disability is defined as the inability of an employee to perform the essential duties of his/her position, with or without reasonable accommodation, because of an illness or injury that is expected to be permanent or of indefinite duration.~~

~~Based upon competent medical evidence, the City Manager shall determine if an employee is disabled and shall notify the Human Resources Director. Nothing within this Rule shall limit an employee from directly applying to PERS for disability retirement benefits.~~

21.3—PERS Disability Retirement for Eligible Employees

~~If the employee is eligible to retire for disability under PERS, the Human Resources Director shall assist the disabled employee to apply for disability retirement from PERS. In the event the affected employee does not make such an application, the Human Resources Director may do so on his/her behalf. PERS, and not the City, determines eligibility for non-safety employee disability retirement benefits.~~

21.4—Separation from Service of Non-Eligible Employees

~~If an employee is permanently disabled, but is ineligible for a PERS disability retirement, the employee shall be separated from City service.~~

~~A separation from City service on account of disability is not a disciplinary act and there is no right of an administrative appeal.~~

2418.52 **Right to Use Accrued Leaves**

Except as provided in a collective bargaining agreement or employment agreement, vacation, sick leave, administrative leave, compensatory time off, holiday, paid time off or other accrued leave may not be used to extend an employee's employment separation date beyond the employee's last day of actual work, unless approved by the City Manager. Use of sick leave shall be authorized only upon proper medical verification that the use of such leave complies with the rules pertaining to the use of sick leave.

2418.63 **Rehire of Employee Retired or Separated for Disability**

An employee who is retired or otherwise separated on account of disability may apply for reemployment with the City if the medical condition causing the disability improved such that the employee may perform the essential functions of the position for which he/she is/they are applying, with or without reasonable accommodation.

2219 CalPERS Industrial Disability Retirement Procedure **Disability Retirement Applications by Safety Members**

19.1 Application

The following procedures shall be utilized ~~following the filing of an application for industrial disability to process an application for disability~~ retirement ~~benefits~~ by a local safety member ~~as defined under by~~ the California Public Employees' Retirement System (CalPERS):

2219.12 Initial Determination

~~Upon receipt of an application for disability retirement benefits from a safety member, a~~An initial determination will be made by the ~~City Human Resources Director~~ upon medical and other available evidence. ~~The applicant may be required to submit to a medical examination in order for the Human Resources Director to obtain sufficient information to make a recommended determination. The recommended determination of the Human Resources Director will address the following: (1) offered by either the applicant or the City to determine whether the applicant is incapacitated from the performance of duty pursuant to the standard for disability retirement under the Public Employees' Retirement Law (PERL); and (2) if the applicant is determined to be incapacitated, whether the cause of such incapacitation was industrial or non-industrial and interpretive case law. The City Manager's will review the recommendation of the Human Resources Director and make a final determination. This final determination shall be made within six (6) months of the date of the request for such determination from CalPERS unless this time requirement is voluntarily waived in writing by the applicant. Said determination shall be made by the City official designated by the City Council to make industrial disability retirement determinations. The City Manager will provide written notice of any final determination to CalPERS and applicant.~~

19.3 Appealing an Initial Determination

~~An applicant may appeal the City Manager's determination on the issue of incapacity by requesting a hearing as provided in Section 19.4 below.~~

~~An applicant may appeal the City Manager's determination as to the issue of causation by filing~~

~~1. If it is determined by the City that the applicant is incapacitated, and the incapacity is industrial, the City official will so certify to CalPERS.~~

~~2. If it is determined that the applicant is incapacitated but that the cause of incapacity is non-industrial, the City official will so certify to CalPERS.~~

~~3. If it is determined that the applicant is incapacitated, but the applicant an appeal with the contends that the cause of disability is industrial, the applicant may petition the Workers' Compensation Appeals Board (WCAB) for a Finding of Fact determination as to causation. Any appeal of the City Manager's determination on an application must be filed within thirty (30) calendar days of the date on the notice~~

of determination. The City Manager's determination shall not be subject to review under the grievance procedure.

~~Upon the WCAB's determination that the cause of incapacity is either industrial or non-industrial, the City will so certify to CalPERS. The City shall notify the applicant by U.S. Postal Service mail (with at least mail delivery confirmation) or by personal service of his/her right to appeal the City's decision and request a hearing within thirty (30) calendar days of the notice.~~

~~4. If the City determines that the applicant is not incapacitated from the performance of his/her work duties, it shall notify the applicant and CalPERS of this determination. The City shall notify the applicant by U.S. Postal Service mail (with at least mail delivery confirmation) or by personal service of his/her right to appeal the City's decision and request a hearing within thirty (30) calendar days of the notice.~~

2219.24 Hearing

If the applicant requests a hearing on the issue of incapacity, the hearing shall be held in conformity with the Administrative Procedures Act. When an applicant requests a hearing, the City will notify CalPERS. The City will also notify the Office of Administrative Hearings and will request a hearing date and a pre-hearing conference with an Administrative Law Judge. The applicant will be informed ~~that the hearing will be held at the time and place designated by the Office of Administrative Hearings, which shall set a hearing date and pre-hearing conference of the hearing date, time and location.~~

1. The hearing shall be conducted before the Administrative Law Judge.

2. The hearing shall be recorded. The burden of proof is on the applicant to demonstrate incapacity. ~~An administrative record shall be generated at the hearing pursuant to the Administrative Procedures Act. A Certified Shorthand Reporter shall record all testimony.~~

~~3. Following the hearing, the Administrative Law Judge will issue a Proposed Decision. The Proposed Decision will include a determination of issues, findings and summary of facts. The Proposed Decision will be reviewed and acted upon by the City Council. One of the following will occur:~~ The Council will either:

- a. Adopt the Proposed Decision as its own Decision.
- b. Make changes in the Proposed Decision and adopt it as its own Decision.
- c. Reject the Proposed Decision and in doing so either:
 - i. Make its own decision without hearing additional evidence; or

- ii. Make its own decision following the acceptance of additional evidence;
or
- iii. Remand the case back to the administrative law judge to take additional evidence and to issue a new or revised Proposed Decision.

The Council's decision and findings shall be served by the City on the applicant and the applicant's designated representative, if any, by U.S. Postal Service mail (with at least mail delivery confirmation) or by personal service. The City shall also notify CalPERS of the decision. The City Council's decision shall be final and is not subject to review under the grievance procedure.

~~4. The applicant will be advised that he/she has thirty (30) calendar days to seek judicial review. Such review is by means of filing a Petition for Writ of Mandate in the Superior Court of the appropriate County.~~

~~Upon receipt of notice that the applicant has filed a Petition for Writ of Mandate in the Superior Court, or upon expiration of thirty (30) calendar days where applicant has not filed a Petition for Writ of Mandate, PERS will be notified.~~

~~Upon receipt of Writ of Mandate in the Superior Court, CalPERS will be notified.~~

~~22.3 City Council's Designated Position~~

~~The City Council delegates and it does hereby delegate to the incumbent of the office/position of City Manager authority to make determinations under section 21152(e), Government Code, on behalf of the City, of disability and whether such disability is industrial and to certify such determinations and all other necessary information to CalPERS.~~

~~The City Council further authorizes that the City Manager to make applications on behalf of the City for disability retirement for all employees and to initiate requests for reemployment of such employees who are retired for disability.~~

~~22.4 Rehire of Employee Retired or Separated on Disability~~

~~An employee who is retired or otherwise separated on account of disability may apply for reemployment with the City if the medical condition causing the disability improved such that the employee may perform the essential functions for which he/she is applying, with or without reasonable accommodation.~~

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2320 Disciplinary Action

2320.1 Disciplinary Action

The City Manager or designee may discipline any employee; provided however that no regular employee in the Competitive Service will be disciplined except for cause. Unless otherwise provided in an applicable collective bargaining agreement, discipline of a regular employee in the Competitive Service will be in accordance with this Rule. Employees who are excluded from the Competitive Service or who have not completed probation are considered at-will employees, serving at the pleasure of the City Manager, and are not entitled to appeal or grieve any disciplinary taken against them. Disciplinary action proposed and/or imposed against an employee whose position is represented under a collective bargaining agreement shall be governed by the process(es) as defined within that employee's collective bargaining agreement. The City Manager is authorized to develop a disciplinary action process for employees not represented by a collective bargaining agreement; however, such a process shall not waive the at-will employment status of said unrepresented employees.

20.2 Types of Disciplinary Action

Disciplinary action may take the form of a verbal or written reprimand, suspension, pay reduction, demotion or dismissal.

20.3 Notice of Proposed Disciplinary Action

Written notice of any proposed suspension, demotion, reduction in pay, or discharge shall be given to a regular employee in the Competitive Service. Such notice shall include all of the following:

1. A statement of the level of discipline proposed;
2. The charge(s) upon which the proposed discipline is based;
3. A summary of the facts upon which the charges are based;
4. A copy of all written materials, reports or documents upon which the proposed discipline is based;
5. Notice of the employee's right to respond to the charges within 7 calendar days from the date of the notice, either in person during an informal conference or by providing a written response or both;
6. Notice of the employee's right to have a representative of his/her/their choice at the informal conference should he/she/they chose to respond orally; and
7. Notice that the failure to respond by the time specified shall constitute a waiver of the right to respond prior to the imposition of discipline.

If the employee exercises his/her/their right to respond to the notice, the individual proposing the discipline or his/her/their designee shall consider the employee's response before taking any final disciplinary action. The employee may use up to two (2) hours of City time to prepare a response to the notice. Time shall be prorated for any employee working less than full-time. Any additional time the employee may need to prepare the response must be conducted off City time. In

no event shall an employee use overtime to prepare a response. The employee's failure to make an oral response at the arranged conference time, or the employee's failure to cause his or her written response to be delivered by the date and time specified in the notice of proposed disciplinary action, constitutes a waiver of the employee's right to respond prior to the imposition of discipline. In that case, the proposed disciplinary action will be imposed on the date specified.

20.4 Final Notice of Discipline

After receiving the employee's timely written or oral response, or after expiration of the time to provide a written or oral response, the individual who proposed discipline or designee will either: (1) dismiss the notice of proposed disciplinary action; (2) modify the notice of intended disciplinary action; or (3) impose the proposed disciplinary action. The individual who proposed disciplinary action or designee will provide written notice of his/her/their decision. This written notice shall include all of the following:

1. The level of discipline, if any, to be imposed and the effective date of the discipline;
2. The specific charges upon which the discipline is based;
3. A summary of the facts upon which the charges are based;
4. A copy of all written materials, reports or documents upon which the discipline is based; and
5. A statement of the nature of the employee's right to appeal.

In all cases in which discipline is imposed, a copy of the final notice shall be placed in the employee's personnel file.

20.5 Appeal

A regular employee in the Competitive Service may appeal a suspension, demotion, reduction in pay, or discharge by requesting an administrative hearing before the City Manager or designee. The provisions of this section shall not apply to reductions in pay which are part of a general plan to reduce salaries and wages or to eliminate positions.

A disciplinary appeal must be submitted, in writing, to the City Manager or designee within five (5) calendar days of the date of the final notice of discipline. The employee may use up to two (2) hours of City time to prepare a disciplinary appeal. Time shall be prorated for any employee working less than full-time. Any additional time the employee may need to prepare the appeal must be conducted off City time. In no event shall an employee use overtime to prepare an appeal. Disciplinary appeals will be processed pursuant to Step 3 of the grievance procedure contained in these Rules.

203.26 Causes for Disciplinary Action

~~Disciplinary action may be taken for any just cause. Cause for disciplinary action shall~~Grounds for discipline of an employee include, but ~~is are in not means~~ limited to ~~any of~~ the following:

1. Dishonesty, including but not limited to making any false statement, Fraud of any kind; or misstatement or untruths or omissions or misrepresentation of any material fact, falsifying time cards, materially misrepresenting or concealing facts or making false statements about one's employment, including application for employment, promotion or appointment. in the application process or in securing appointment or promotion; or falsification or untruths concerning records, fellow employees, or work performed.
2. Incompetence or inefficiency in the performance of required duties.
3. Neglect of job duties.
4. Insubordination; or insulting or demeaning the authority of a supervisor or manager.
- ~~5. Misconduct, willful disobedience, or failure to obey any proper direction made and given by a superior officer or supervisor.~~
- ~~65.~~ Conduct unbecoming an employee of the City which discredits the City, the employee's City employment or the public service.
- ~~76.~~ Any acts or omissions, which are either incompatible with or unfavorable to the public service, or which tend to bring reproach or discredit to the City.
- ~~87.~~ Discourteous or non-cooperative treatment of the public, City elected officials or employees, City volunteers, including but not limited to rude, disrespectful, offensive or obscene comments or conduct, or failing to cooperate with an employee's supervisor or fellow employees.
- ~~9. Offensive or obscene language in public, or towards the public, City elected officials, City employees.~~
- ~~10. Dishonesty or immorality on the job.~~
- ~~118.~~ Endangering self or others, or failure to follow adopted safety practices, or failure to properly use required personal protective gear or equipment.
- ~~192.~~ Violating the City's drug-free workplace policy, including but not limited to Reporting-reporting for duty or being on duty under the influence of any intoxicant or absenting oneself from duty or rendering oneself unfit to perform fully one's duties for reasons attributable to or produced by intoxicants.

- ~~13~~10. ~~Absence without authorized leave~~Failure to report to work as scheduled or failure to notify supervisor, in accordance with department standards, of one's inability to report to work.
11. Excessive or unexcused absenteeism and/or tardiness.
12. Misuse of any leave, including sick, medical or disability leave, for purposes not authorized or provided for under the City's leave policies.
13. Unreasonable failure or refusal to undergo any physical, medical and/or psychiatric exam related to the employee's continued ability to perform his or her position.
14. ~~Failure to notify a supervisor, in writing, when the employee is taking prescription medication that can impair judgment or performance.~~
- ~~15.~~ Failure to immediately report a vehicle accident.
- ~~16~~15. Failure to report to ~~his/her~~their supervisor any contact with law enforcement which may affect employment with the City.
16. Conviction of a crime, the nature of which has a direct bearing on continued employment.
- ~~17.~~ ~~Unauthorized leave of absence.~~
- ~~18~~17. Misuse or misappropriation of City property or funds; carelessness or negligence with the monies or other property of the City; appropriating to the employee's own use any property of the City, or loaning, selling or giving away such property without legal authorization.
19. Theft.
20. Using or attempting to use political influence in attempting to secure promotion, leave of absence, transfer, change of rate of pay or character of work.
21. Inducing or attempting to induce a City employee to commit an unlawful act in violation of any lawful department or official regulation or order.
22. Unapproved outside employment or engaging in any activity that violates the City's Conflicts of Interest ~~Policy or Code of Ethics~~ Policy, including ~~Taking~~taking for personal use, from any person, a fee, gift or other valuable

thing in connection with official work when such fee, gift or other valuable thing is given in the expectation of receiving favored treatment.

23. Less than satisfactory performance.

~~24. Failure to maintain any license, certificate or credential required by the minimum standards for the employee's position, including failing to timely notify the City of any anticipated loss or lapse of such license, certificate or credential.~~

~~2425.~~ Violation of or failure to abide ~~by by any condition of employment stipulated in any provisions of the –the~~City's Municipal Code, Personnel Rules, City Policies and Procedures, collective bargaining agreement (if a~~pplicable~~ny), administrative memorandum, or lawful official regulation or order of the City.

~~26. Violation of the City's Rule against harassment, discrimination and retaliation.~~

~~25. Abuse of sick leave privileges.~~

~~26. The conduct of personal affairs during working hours.~~

27. Failure to cooperate in an official inquiry or investigation into an alleged violation of these Personnel Rules.

28. Working overtime without prior supervisory authorization.

~~29. Engaging in outside employment without supervisory authorization.~~

~~3029. Bringing a gun or any other dangerous weapon onto City property, unless such item is specifically required as part of the employee's job duties~~Violation of the City's Workplace SecurityViolence Prevention PolicyRule.

~~2320.37~~ Public Safety Officers Procedural Bill of Rights
Nothing in these Personnel Rules ~~supercedessupersedes~~ the City's obligations under the Public Safety Officers Procedural Bill of Rights Act.

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241 Grievances

2421.1 Grievance Definition

A grievance is defined as any dispute which involves the claimed violation, ~~the (mis)interpretation or (mis)application of these Personnel Rules, excluding those provisions of these Personnel Rules which are specifically excluded from the grievance procedure or which provide that the decision of the City Council, City Manager or designee shall be final.~~ In the event that an alternative complaint procedure is applicable to an employee's claim (e.g., harassment complaint procedure), the grievance shall be treated as having been submitted under that alternative procedure and will be processed accordingly. Any matter addressed through an alternative procedure may not also be raised as a grievance under this Rule. ~~, or department rules and regulations, resolutions, or ordinances.~~ A grievant may be an employee, or any group of employees, or a represented bargaining unit.

The following are ~~some of the~~ matters that are excluded from the definition of "grievance" and are not subject to the grievance procedure:

1. Challenges to any disciplinary action except for those actions where a right to appeal is provided by Rule 20;
2. Challenges to or requests for changes in the content of employee evaluations or performance reviews, verbal or written warnings or reprimands, or counseling memorandums;
3. Challenges to a reclassification, layoff, transfer, denial of reinstatement or denial of step or merit increase;
4. Requests for changes in wages, hours or working conditions, including any impasses or dispute in the meet and confer process or matter within the scope of representation as defined by the Meyers Miliias Brown Act;
5. Challenges to examination or appointment to positions; and
6. Challenges to a rejection from probation. ~~Disciplinary actions, performance evaluations, and other proceedings for which there are alternative appeal procedures or statutory remedies are not grievable.~~

2421.2 Grievance Procedure

A grievance shall be processed in the following manner:

Step 1 – Informal Step-

Within fourteen (14) days of when the grievant knew or should have known of the event or discovery of the event giving rise to the grievance, the grievant will first try to resolve the grievance through discussion ~~discuss the grievance verbally~~ with the grievant's immediate supervisor. During this discussion, the grievant must clearly state that a grievance is being initiated. Within fourteen (14) days of this discussion, the immediate supervisor shall give the grievant his/her/their decision or response to the informal grievance. This response may be provided orally or in writing. If the employee is not satisfied with the reply, he or she may file a formal grievance.

~~For good and sufficient reason, the grievant may initiate the grievance at Step 2. The grievant will clearly state that a grievance is being initiated, and the parties will discuss the matter and attempt to resolve the grievance.~~

Step 2 – Formal Step.

If the grievance is not resolved in Step 1, ~~or if it is determined, for good and sufficient reason, that the grievant may initiate the grievance at Step 2, the grievant may file a formal, written grievance. the grievance shall be reduced to writing and presented to the department head within twenty-eight (28) days of the event or discovery of the event giving rise to the grievance.~~ The written grievance shall contain the following:

1. name of grievant(s)
2. class title(s)
3. department
4. mailing address(es)
5. a clear statement of the nature of the grievance (citing applicable sections of rules, regulations, resolutions, ordinances or existing practices)
6. the date(s) on which the event(s) giving rise to the grievance occurred
7. a proposed solution to the grievance
8. the date of execution of the grievance form
9. the signature of the grievant(s)
10. the signature of the bargaining unit representative, if such a representative is representing the grievant(s)
11. the date of the discussion meeting in Step 1 and the name of the supervisor involved

Any formal grievance must be filed within fourteen (14) days after either the response to the informal grievance is given or the time to provide a response to the informal grievance has expired if no response is given. If the response is initiated at Step 2, it must be filed within fourteen (14) days of when the grievant knew or should have known of the event giving rise to the grievance

Upon receipt of a formal written grievance, ~~The department~~ Department head Head will investigate the grievance and may, in his/her/their discretion, schedule a meeting with the grievant confer with the grievant(s) in an attempt to resolve the grievance. The ~~department~~ Department head Head will issue his/her/their decision regarding the grievance in writing within fourteen (14) days of receipt of the written grievance, except that if the ~~dDepartment~~ hHead conducts a meeting with the grievant, the ~~dDepartment~~ hHead will issue his/her/their decision in writing within fourteen (14) days of that meeting.

Step 3. – Review of Department Head Decision

If the grievance is not resolved by the ~~department~~ Department head's Head's decision in Step 2, or if the time for the ~~dDepartment~~ hHead to provide a decision under Step 2 has expired, the grievant(s) may appeal the written grievance to the City Manager or designee (other than the supervisor and/or ~~department~~ Department head Head involved) within fourteen (14) days of receipt of the ~~department~~ Department head's Head's decision in Step 2.

~~T~~The ~~he~~ City Manager may either hear the grievance or assign the grievance to be heard by a ~~his/her/their~~ designee. If the City Manager designates a hearing officer to hear the grievance, the fees and expenses of the hearing officer will be paid by the City. Each party, however, shall bear the cost of its own presentation, including preparation and post-hearing briefs, if any. Any decision by a designee will be advisory to the City Manager.

If the City Manager has heard the matter, the City Manager shall render a decision within thirty (30) days of the close of the hearing process. If the hearing is conducted by a designee, the City Manager shall either affirm, set aside or modify the decision within thirty (30) days of receipt of the designee's advisory decision, except that if the City Manager takes no action within thirty (30) business days of receipt of the advisory decision, the advisory decision shall become final and binding. Any decision by the City Manager shall be final and binding on the parties. ~~or designee will investigate the grievance, confer with persons affected and their representatives, if any, to the extent he/she deems necessary and render a decision within fourteen (14) days of receipt of the written appeal. The City Manager's or designee's decision shall be final.~~

2421.3 General Conditions of Grievances

1. The Human Resources ~~Director~~ Department will act as a central repository for all Step 2 and Step 3 grievance records.
2. Any time limit may be extended only by mutual agreement in writing.
3. An aggrieved employee may be represented by another individual at any stage of the proceedings at ~~his/her/their~~ request. ~~Both employee and representative (if employed by City) will be entitled to attend proceedings~~

without loss of compensation, should such proceeding conflict with the employee's and/or the representative's normal working hours.

4. Proposals to add to or change these Personnel Rules shall not be considered under this section, and no proposal to modify, amend, or terminate any ~~Memorandum of Understanding~~collective bargaining agreement between the City and a ~~collective-represented~~ bargaining unit may be considered under this section.
5. Failure by the grievant or grievant's representative to initiate or appeal a grievance within the prescribed time limits shall waive the right of the grievant, the grievant's representative, and the grievant's collective bargaining unit (if any) to initiate or appeal a grievance. In the case of ~~an~~no appeal, the last answer to the grievance shall be deemed to be the resolution to the grievance. ~~Failure of the City to respond to a grievance within the prescribed time limits shall be cause for the grieving party to automatically move the grievance to the next step.~~

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225 Employee Ethical Standards Conflict of Interest

225.1 PurposeGeneral Policy

Employees of the City are required to discharge the duties and responsibilities of their positions with professional integrity, regardless of personal considerations. Employees are expected to recognize that the public interest, as articulated by City policy, is their primary concern. The conduct of City employees in their official capacity must be beyond reproach.

The purpose of this policy is to establish guidelines for ethical standards of conduct which shall govern City employees in the performance of City business and the duties of their respective jobs. This policy is intended to provide positive direction to City employees in order to prevent potential conflicts of interest.

This policy is not all-encompassing in its definition of conflict of interest. The “prudent person” theory can and will be applied: action deemed inappropriate by a reasonable person, whether specifically cited in this policy or not, will be subject to inquiry and may be grounds for disciplinary action.

This policy is in addition to the City’s Conflict of Interest Code (Resolution 98-8774 or as amended from time to time), which is pursuant to Government Code Sections 87300 et seq.

225.2 Conflicts of InterestEmployee Expectations

No City employee shall engage in any act which is in conflict, or creates an appearance of unfairness or conflict with the performance of official duties. To meet the standards set forth in this policy, employees must: ~~An employee shall be deemed to have a conflict if the employee:~~

1. Has any~~Disclose all~~ financial interests which may constitute a conflict of interest with official duties, and disclose the nature and extent of personal interest in any business entity engaging in any transaction with the City as required under the City’s conflict of interest resolution. An employee is **prohibited from** participating in any City decision which could affect his or her personal or financial interests in violation of the City’s conflict of interest resolution. ~~in any sale to the City of any goods or services when such financial interest was received with prior knowledge that the City intended to purchase the property, goods, or services.~~
2. Refuse to accept ~~Solicits, accepts, or seeks a gift,~~ gratuities, ~~or favors,~~ services or promise of future benefit from any person, firm, entity or corporation doing business with the City, where such gift, gratuity favor, service or promise could compromise independence of judgment or action as a public official or employee. Employees should disclose any offer of gift, favor, service or promise to their supervisor immediately. involved in a contract or transaction which is or may be the subject of official action by the City.

a. ~~Recognizing that personal friendships often precede and can evolve from official contact between employees and persons engaged in business with the City, an employee should preclude his/herself from any decision which may cause a conflict of interest or be perceived as collusive.~~

3. Refrain from engaging in activities or employment that may appear to be, or are incompatible with public duties, whether on or off duty. Employees of the City should not become involved or affiliated with any agency or entity that receives funds from the City, either directly or indirectly, whether that association or affiliation may create a conflict of interest, or an appearance of a conflict of interest or impropriety.

b. ~~The employee will be guided in interpretation of this section by the distinction between a gift, gratuity, or favor given or received which has significant monetary value and is offered or accepted in expectation of preferential treatment, and expression of courtesy. Example of acceptable courtesies include: a meal or social event; exchanges of floral offerings or gifts of food to commemorate events such as illness, death, birth, holidays, promotions; a sample promotional gift of nominal value (nominal value shall be defined by the City Manager).~~

3. ~~Except for courtesies as provided in item "2b" above, no employee shall, directly or indirectly, give or receive, or agree to receive any compensation, gift, reward, commission or gratuity from any source except the City for any matter directly connected with or related to his official services as such employee with this City.~~

4. ~~Participates in his/her capacity as a City employee in the issuing of a purchase order or contract in which he/she has a private pecuniary interest, direct or indirect, or performs in regard to such contract some function requiring the exercise of discretion on behalf of the City.~~

5. ~~Engages in, accepts employment from, or renders services for private interest for any compensation or consideration having monetary value when such employment or service is incompatible with the proper discharge of official duties or would tend to impair independence of judgment or action in performance of official duties, or give the appearance of the above. An employee should not make a unilateral decision, if there is any doubt about his/her private employment. The appointing authority should be consulted.~~

4. 6. ~~Refrain from disclosing, promulgating, using, or validating information concerning City government or other employees and officials which is confidential, or protected without prior authorization, including Discloses or uses without authorization confidential information concerning property or affairs of the City, to advance a private interest with respect to~~

any contract or transaction which is or may be the subject of official action of the City.

~~75.~~ Refrain from using any City funds or property for personal or private gain. Employees must be absolutely honest in all dealings, in whatever capacity, with City funds, properties or facilities

~~Has a financial interest or personal interest in any legislation coming before the City Council and participates in discussion with or gives an official opinion to the City Council on the matter.~~

~~86.~~ Refuse to represent private interests before government agencies in any matter in which the City is a party, or in which the employee's official position with the City is, or may be, a consideration in or influence the decision of such agency on the matter before it.

~~7.~~ Fails to comply with the provisions of the Political Reform Act, as regulated by the Fair Political Practices Commission, or any other state or federal laws governing conflict of interest matters.

22.3 Gifts on Behalf of the City

The City Manager and ~~his/her~~their designee is permitted to accept a gift, gratuity, or favor on behalf of the City and may distribute such gift, gratuity, and favor as ~~he/she~~they deems appropriate to City employees and elected officials in accordance with Fair Political Practices Commission regulations. ~~-(Examples may include sporting events tickets or cultural events tickets.)~~

~~225.3 Employee Conflict of Interest Definitions~~

~~225.3.1 Interest~~

~~Interest is any direct or indirect monetary or material benefit accruing to a City employee as a result of a contract or transaction which is or may be the subject of an official act or action by or with the City (except for such transactions which would confer similar benefits to all other persons and/or property similarly situated).~~

~~Interests include: a) interests in an employee's family, b) any business entity in which stock or legal beneficial ownership is in excess of one percent (1%) of the total stock, or legal ownership as controlled or owned directly or indirectly by the employee, c) interest in any business entity in which the City employee is an officer, director, or employee, d) interest in any person or business entity with whom a contractual relationship exists with the employee; provided that a contractual obligation of less than five hundred dollars (\$500) or a commercially reasonable loan or purchase made in the course of ordinary business shall not be deemed to create a conflict of interest. Such interests as are prohibited under the Political Reform Act, or other state or federal regulations that prohibit financial conflicts of interest.~~

~~225.3.2 Immediate Family~~

~~Family includes spouse, domestic partner, child, parent, parent-in-law, brother, sister, grandparent, son-in-law, daughter-in-law, and grandchildren. Family also includes other persons residing in the employee's residence or who are financially dependent upon the employee.~~

~~225.3.3 Contract~~

~~Contract shall include any contract or agreement, sale, lease, purchase, or purchase order.~~

~~225.4 Use of Public Property~~

~~No employee of the City shall request, use, or permit the use of City-owned vehicles, clothing, equipment, materials, or other property for unauthorized personal convenience, for profit, for private use, or as part of secondary employment. Use of such City property is to be restricted to such services as are available to the City generally and for the City property is to be used solely for the purpose of conducting official City business. Any changes to previously authorized uses of public property will be communicated to employee 60 days in advance of implementation to allow sufficient time for the employee to make alternative arrangements.~~

~~Authorized personal uses include taking an assigned City vehicle to lunch on workdays as needed, use of a City copy machine at cost, stopping to run personal errands when the destination point is in conjunction with official or authorized business, and other nominal personal uses.~~

225.5 Political Activities

1. ~~No e~~Employees are prohibited from ~~may use using~~ City time or property in any manner for any of the following reasons: to promote any political issue or candidate; ~~or~~ to solicit funds for any political purpose; or to influence the outcome of any election.
2. No employee shall be eligible for appointment or election to any public office (including appointment to a City Board, Commission or Committee) when the holding of such office or position would be incompatible or would substantially interfere with the discharge of official duties.

225.6 Moonlighting~~Outside Employment~~

22.6.1 Incompatible Outside Employment Prohibited

No employee of the City shall engage in any employment, activity or enterprise that would detract from his or her effectiveness as a City employee or that is inconsistent, incompatible, in conflict with, or inimical to his or her duties as an employee of the City. An individual's outside employment, activity or enterprise is inconsistent, incompatible, in conflict with, or inimical to an employee's duties, functions or responsibilities set forth above if it:

1. Involves the use for private gain or advantage of the City's time, facilities, equipment, or supplies; or the badge, uniform, prestige or influence of the City;
2. Involves receipt or acceptance by an employee of any money or other consideration from anyone other than the City for the performance of an act which the employee would otherwise be required or expected to perform in the regular course of his or her duties as a City employee;
3. Involves the performance of an act in other than his or her capacity as an employee of the City, which act may later be subject directly or indirectly to the control, inspection, review, audit or enforcement of any other City employee, City official or City officer;
4. Involves such time demands as would render performance of duties as a City employee less efficient.

22.6.2 Reporting Outside Employment

Full-time e~~Employees~~ seeking to engage in outside employment, whether it be are discouraged from accepting a second jobs, whether self-employment or otherwise, must submit written requests to engage in such employment to their Department Head. The request shall include:

—The — ~~All employees holding or considering second jobs must obtain permission from their department head in order to ensure that the job will not create a conflict of interest or interfere with the proper performance of their duties.~~

1. Prior approval for outside employment is initiated by the employee submitting an application to the department head. The application, at a minimum, shall include: name and address of the employer;
2. , A summary of the enterprise or activity; nature of employment;
3. The number of hours to be worked by day, week, month, and/or quarter as appropriate;
4. and whether the outside employment will utilize any city owned/controlled facilities, equipment, information, records, supplies, and/or uniforms;
5. , and whether the outside employer will provide workers' compensation and liability insurance during said outside employment; and
6. The phone number of the employer in the event that the City should need to contact the employee under emergency or relief situations.

It is the responsibility of each Department Head to notify the Human Resources Department Director of outside employment request so that such requests can be considered. The Department Head, in conjunction with the Human Resources Department Director, will consider all requests and provide written notice to an employee of the determination on that employee's request. An employee may request review of that determination by the City Manager.

All employees holding or considering second jobs must obtain permission from their Department Head and the Human Resources Director in order to ensure that the job will not create a conflict of interest or interfere with the proper performance of their duties. An employee who engages in any outside employment without written authorization from the Department Head the City, or who performs work that exceeds the scope of a written authorization, is subject to discipline, up to and including termination.

Outside employment is defined to mean any employment, activity or enterprise outside of an employee's normal City working hours wherein the employee is compensated for specific hours or duties on a regular basis. Outside employment does not include sporadic employment or occasional employment unless the employee is required to perform work related to his/her/their position with the City or utilize any City owned/controlled facilities, equipment, information, records, supplies, and/or uniforms.

22.6.3 General Terms

During the workday, employees are expected to devote their full time to the performance of their assigned duties as City employees. Any approved outside employment must be performed during off-duty, unpaid hours.

Employees who have accepted outside employment are prohibited from using paid sick leave time to work on the outside job or as a result of an injury sustained while

~~performing outside employment. Secondary employment may be grounds for discipline, up to and including dismissal, if:~~

- ~~1. outside employment involves the employee's use for private gain or advantage the City's owned/controlled facilities, equipment, information, records, supplies, and/or uniforms; or~~
- ~~2. outside employment involves the employee's use of work time compensated for by the City; or~~
- ~~3. outside employment involves the employee's receipt of money, or other consideration for performance of work which the employee would normally be required to perform in their regular course of work for the City; or~~
- ~~4. outside employment requires the employee to do work which may later be subject, directly or indirectly, to the control, inspection, review, audit, or enforcement by any other employee or officer of that same department; or~~
- ~~5. outside employment would require such demands on the employee's time that their ability to perform their city work would be adversely impacted.~~

~~An employee who fails to notify the City that he/she is engaged in secondary employment is subject to discipline.~~

Any employee who engages in outside employment while on sick leave shall be subject to discipline up to and including ~~dismissal~~termination.

All provisions of this Section 22.6 shall apply to any outside employment held by an employee or officer on the effective date of this section, as well as any outside employment sought after such effective date. Provided, however, that as to any outside employment held on the effective date of this section, which was not previously approved in writing, the City Manager or designee shall allow a reasonable period, not to exceed six (6) months, for disassociation with such outside employment. In the event the employee refuses to comply, disciplinary action may be taken. This six (6) month grace period shall not apply to any outside employment that constitutes a violation of the City's Conflict of Interest Code. Employees engaged in outside employment in violation of the City's Conflict of Interest Code shall be required to immediately ~~terminat~~one such employment, or they may be subject to disciplinary action by the City, up to and including the termination of their City employment.

225.7 Procedures

2522.7.1

Interpretation

Interpretations of this policy shall be referred to the City Manager.

2522.7.2 Investigation

The City Manager or designee shall investigate, or may refer the matter to an outside agency for an investigation, all allegations and written complaints of unethical conduct.

Complaints or allegations that may be criminal in nature may be referred to an appropriate outside agency for investigation.

23 Sick Leave

23.1 General Application

Except as provided under the terms of an employment agreement, memorandum of understanding, or any other action providing for employee sick leave benefits, employees will ~~receive~~ accrue paid sick leave as provided in this Rule and in accordance with the Healthy Workplace, Healthy Families Act of 2014. All employees who earn sick leave, regardless of whether such leave accrued under this rule or under some other document approved by the City Council, are expected to abide by the usage and notice provisions described in this Rule.

23.2 Accrual of Leave

Unless provided under the terms of an employment agreement, memorandum of understanding, or any other action providing for employee sick leave benefits, employees will accrue sick leave at the rate of one hour of sick leave for every 30 hours worked, up to a maximum of 48 hours of sick leave. Accrual shall begin on the first day of employment or July 1, 2015, whichever is later. Once an employee reaches the accrual cap of 48 hours, the employee will not accrue any further ~~paid~~ sick leave hours until some paid sick time is used.

23.3 Sick Leave ~~Proper~~ Use

A regular employee is eligible to begin using accrued sick leave upon accrual.

~~An~~ limited-term employee is eligible to begin using accrued sick leave once the employee has completed ninety (90) days of employment. Employees may use a maximum of twenty-four (24) hours of sick leave in a calendar year. The minimum increment for using sick leave is 2 hours.

Sick leave may be used for the following reasons:

~~Sick leave is not a right which may be used at the discretion of an employee, but a privilege which shall be exercised only for one of the following purposes:~~

- ~~1. 1. The employee's own illness, injury or medical condition;
or physical disability of the employee that prevents the employee from working; or~~
2. Visits to a medical doctor, chiropractor, acupuncturist, dentist, optometrist, optician, psychiatrist or psychologist, medical or clinical laboratory on order of a doctor, or other licensed medical provider for the employee or the employees' family member; ~~or~~
3. ~~To Attend~~ attend to the illness of the employee's family member; ~~or~~
4. To seek medical treatment, counseling, social services or relief when the employee is a victim of domestic violence, sexual assault or stalking.

23.4 Family Member Defined

For purposes of this policy, a member means any of the following:

1. The employee's a seriously ill spouse or, registered domestic partner;
2. The employee's child, including a biological, adopted, or foster child, step child, legal ward, or a child to whom the employee stands in loco parentis;
3. A biological, adoptive, or foster parent, stepparent or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
4. The employee's grandparents;
5. The employee's grandchildren; and
—The employee's siblings. , parent, grandparent or ward of the employee.
- 6.

~~Use of sick leave for other than the above listed purposes, except where specifically authorized by a collective bargaining agreement or law, is cause for discipline up to and including dismissal.~~

3923.5.2 Sick Leave Notice

An employee requesting to use sick leave must—should notify his/her/their immediate supervisor prior to the beginning of any working shift. The employee should notify his or her supervisor that the , which that the employee is unable to will not report for work and that the employee is for which he/she desiresrequestings to use sick leave.

An employee is to request prior authorization for any absence due to attendance at any medical appointment. For the purpose of this section, “request prior authorization” shall mean that the employee has notified his/her/their supervisor with at least one (1) work day's advance noticeas soon as reasonably practicable.

23.6 Sick Leave Upon Termination

~~The City will not pay employees for unused sick leave upon termination of employment. Unless otherwise provided in an employment agreement, memorandum of understanding, or any other City Council action, employees who are rehired by the City within one year from the date of separation will have any previously unused and accrued sick leave hours reinstated, up to a maximum of 48 hours. accrued and , up to a maximum of 48 hours of sick leave.~~

3923.37 Sick Leave Verification of Illness

An employee may be required to provide a health care provider's statement verifying the employee's absence from work in the following instances:

- When an employee returns to work after three (3) days of absence on sick leave; or

- In the case of frequent use of sick leave; or
- When a pattern of sick leave use has been identified; or
- When a supervisor has reason to believe that sick leave is being abused.

39.423.7 Sick Leave Coordinated with Workers' Compensation Benefits

An employee who is collecting workers' compensation temporary disability benefits as a result of a City on-the-job illness or injury shall automatically use sick leave, if any, in addition to the provided workers' compensation benefits so that the employee receives his/her/their full salary. If the employee does not have sufficient sick leave available, then other available paid leaves shall be used.

~~An employee who files written notice to the Human Resources Director may decline to use available sick leave and/or other available paid leaves.~~

|

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26 — Leave of Absence (Other than Family Medical Leave)

26.1 — Statements of Policy

~~The City will consider requests for unpaid leaves of absence for regular employees who have at least one (1) year of continuous City service in emergency cases or upon good and sufficient reason where such absence would not be contrary to the best interests of the City. The City shall not grant a leave of absence to an employee so the employee may accept employment with another employer; provided, however, that the employee may be assigned to another public agency for a period of time to be approved by the City Manager.~~

~~Nothing in this policy prevents the City from abolishing any position during the period of leave under this policy. In the case of the abolishment of any position, then the layoff provisions as specified within these Personnel Rules shall apply.~~

26.2 — Authorized Leaves of Absence

~~Upon written request of an employee setting forth the reasons for the request, and upon the recommendation of the department head, the City Manager may grant an employee holding a regular position appointment a leave of absence for a period not to exceed six (6) months. Absences due to Family Medical Leave shall be consecutive to, and not concurrent with, leaves of absence without pay. Approval for leaves of absences shall be in writing.~~

26.2.1 — Department Authorized Leaves of Absence

~~Department heads may grant an employee holding a regular position appointment a leave of absence without pay for a period not to exceed thirty-one (31) calendar days per calendar year. Such leave shall be reported to the Human Resources Director immediately.~~

26.2.2 — Long Term Authorized Leaves of Absence

~~Authorized leaves of absence without pay in excess of thirty-one (31) calendar days per calendar year for an employee holding a regular position appointment may be granted upon written request of the employee and recommendation of the department head and approval of the City Manager.~~

26.2.3 — Status during Authorized Leaves of Absence

~~Authorized leaves of absence without pay shall not be construed as breaks in service. Rights accrued at the time leave is granted shall be retained by the employee. However, vacation credits, sick leave credits, holidays, health and welfare benefits, normal salary advancement, and other similar benefits shall not accrue to an employee during such granted period of the leave of absence.~~

~~26.3 Return from Authorized Leaves of Absence~~

~~Upon expiration of an authorized leave of absence, the employee shall be reinstated in the position held at the time leave was granted. Such employee shall retain the same status and shall be placed at the same salary step, with the same accumulated time towards advancement to the next step as obtained at the time leave was granted.~~

~~26.3.1 Early Return from Authorized Leaves of Absence~~

~~An employee may request permission from the City Manager to return from an authorized leave of absence prior to expiration of such leave. Such a request may be approved, or denied, at the sole discretion of the City Manager.~~

~~26.3.2 Failure to Return from Authorized Leaves of Absence~~

~~Failure on the part of an employee to report back to work promptly upon the expiration of an authorized leave of absence shall be cause for dismissal from employment unless such leave was extended in accordance with the provisions of this section.~~

2754 Pregnancy Disability Leave

27254.1 Eligibility and Leave PurposesGeneral

~~An A female~~ employee who is disabled due to pregnancy, childbirth or related medical condition ~~may request~~ is eligible to take pregnancy disability leave (PDL). There is no length of City service requirement before an employee disabled by pregnancy is entitled to PDL. PDL is for any period(s) of actual disability caused by the employee's pregnancy, childbirth, or related medical condition – per pregnancy. Time off needed for prenatal or postnatal care; doctor ordered bed rest; gestational diabetes; pregnancy induced hypertension; preeclampsia; childbirth; postpartum depression; loss or end of pregnancy; or recovery from childbirth or loss or end of pregnancy are all covered by this PDL policy.

If affected by pregnancy or a related medical condition, an employee is also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is medically advisable and can be reasonably accommodated. Employees disabled by qualifying conditions may also be entitled to other reasonable accommodations where doing so is medically necessary. If it is medically advisable for the employee to take intermittent leave or a reduced leave schedule, the City may require the employee to transfer temporarily to an alternative position with equivalent pay and benefits that can better accommodate recurring periods of leave.

~~An employee is “disabled” if, in the opinion of her health care provider, she is due to pregnancy:~~

- ~~1. Unable to work at all, or;~~
- ~~2. Unable to perform one or more of the essential functions of her job, or;~~
- ~~3. Unable to perform functions of the job without undue risk to herself, the successful completion of her pregnancy, or to other persons.~~

~~An employee is also considered to be “disabled” if she is suffering from severe morning sickness or needs to take time off for prenatal care.~~

27254.2 Duration of Leave

An employee is entitled to up to four (4) months of PDL while the employee is disabled by pregnancy, childbirth or related medical condition. For purposes of this policy, “four months” means time off for the number of days the employee would normally work within the four calendar months (one-third of a year, or 17 1/3 weeks or 122 days) following the commencement date of taking a pregnancy disability leave. For a full-time employee who works five eight-hour days per week, 40 hours per week, “four months” means 88 working and/or paid eight-hour days (693 hours of leave entitlement). Employees working a part-time schedule will have their PDL calculated on a pro-rata basis.

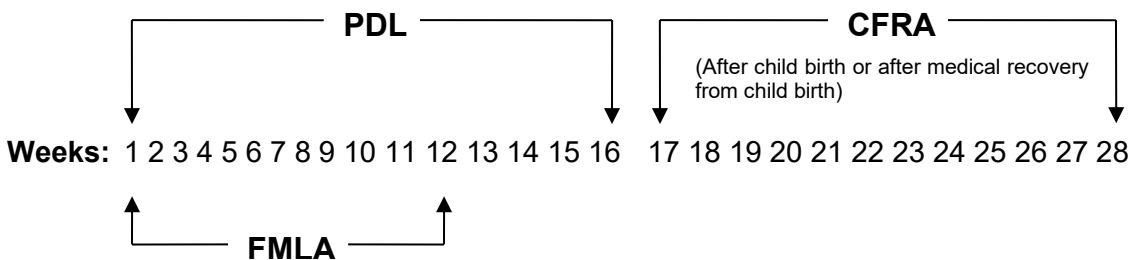
~~Subject to the conditions of this policy, eligible employees may take a maximum of four (4) months of PDL before or after child birth when the employee is disabled (physically unable to work) because of a pregnancy.~~

~~Leave may be taken intermittently or on a reduced work schedule if the employee's health care provider determines that it is medically advisable for the employee to take such leave. Intermittent leave may also be taken for prenatal care appointment and for morning sickness.~~

~~For employees who are also eligible for family and medical leave, the first twelve (12) weeks of PDL is considered family and medical leave in that:~~

- ~~1. PDL counts against the amount of leave required to be provided under the Federal Family and Medical Leave Act (FMLA), but not under the California Family Rights Act (CFRA). As a result, the employee still may be eligible for an additional twelve (12) weeks of family and medical leave under the California Family Rights Act at the conclusion of her PDL.~~
- ~~2. PDL runs concurrently with FMLA. CFRA does not apply to the disability period. The following timeline shows the relationship between the maximum amount of PDL, running concurrently with FMLA, followed by the beginning of CFRA leave for baby bonding.~~

Example:



27254.3 Requirements Regarding the Use of Paid Leave

~~PDL is unpaid time off. The City requires that employees employee must use any accrued sick leave while using PDL. If an employee does not have any accrued sick leave available, the employee may, at her option, use any other available accrued paid leave (if any) during a PDL for any portion of the leave that is otherwise unpaid. After the employee's sick leave is exhausted, if the employee has accrued paid leave available, the employee shall be required to use paid leave (e.g. vacation, compensatory time off, administrative leave, floating holiday). The use of any paid leave will not extend the duration of the employee's PDL. The City encourages employees to contact the California Employment Development Department regarding eligibility for sState dDisability iInsurance for the unpaid portion of their leave. If available leave banks are insufficient to cover the entire PDL absence in full, the balance of the leave shall be in an unpaid status~~

27254.4 Continuation of Health Insurance Benefits

Employees who participate in the City's group health insurance plan shall continue to participate in the plan while on PDL under the same terms and conditions as if they were working. Employees should make arrangements with the Human Resources Department for payment of their share of the insurance premiums.

254.5 Notification Requirements

To receive reasonable accommodation, obtain a transfer, or take PDL, an employee must provide sufficient notice so that the City can make appropriate plans – 30 days advance notice if the need for the reasonable accommodation, transfer or PDL is foreseeable, otherwise as soon as practicable if the need is an emergency or unforeseeable.

~~An employee requesting PDL must provide proper notification to the Human Resources Department. If the leave is foreseeable, the employee must provide notice at least thirty (30) days before the leave is needed. If thirty (30) days advance notice is not practicable or the need for the leave is not foreseeable (due to, for example, a lack of knowledge of when leave will be required, a change in circumstances, or a medical emergency), notice must be given as soon as practicable. A failure to comply with these notification requirements may result in a denial or postponement of the requested leave until the employee complies with these requirements. However, if the need for a PDL results from an emergency or is otherwise unforeseeable, the leave will not be denied for failure to provide advance notice.~~

27254.56 Certification by Health Care Provider

An employee is required to obtain a certification from her health care provider of her need for PDL or the medical advisability of an accommodation or a transfer.

A medical certification indicating the medical advisability of reasonable accommodation or a transfer is sufficient if it contains:

1. A description of the work restrictions and/or requested reasonable accommodation or transfer;
2. A statement describing the medical advisability of the reasonable accommodation or transfer because of pregnancy; and
3. The date on which the need for reasonable accommodation or transfer became or will become medically advisable and the estimated duration of the reasonable accommodation or transfer.

A medical certification indicating disability necessitating a leave is sufficient if it contains:

1. A statement that employee needs to take pregnancy disability leave because the employee became disabled by pregnancy, childbirth or a related medical condition;
2. The date on which the employee became disabled because of pregnancy; and
3. The estimated duration of the leave.

Upon request, the ~~h~~Human ~~r~~Resources ~~d~~Department will provide employees with a medical certification form that they can take to their doctor.

As a condition of an employee's return from PDL, the City requires the employee to obtain a release to return to work from her health care provider stating she is able to resume her original job duties.

~~— Employees must provide the Human Resources Department with a certification issued by the employee's health care provider verifying the need for the leave, the date leave is to begin, and its expected duration.~~

~~27.6—Transfers~~

~~If an employee requests intermittent leave or reduced schedule leave that is foreseeable based on planned medical treatment, the employee may be transferred to an alternative position providing equivalent pay and benefits for the duration of the leave (unless the employee's health care provider disapproves of the transfer for medical reasons).~~

~~In addition, an employee may request a transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties. Such a request must be based on the certification of the employee's health care provider that the transfer is medically advisable. The City will grant the transfer request if it can be reasonably accommodated. First priority will be made to transfer the employee within her current department.~~

~~27.2~~54.77 Return to Work

If an employee does not return to work on the originally scheduled return date or request, in advance, an extension of the agreed upon leave with appropriate medical documentation, the employee may be deemed to have voluntarily terminated her employment with the City. Failure to notify the City of her inability to return to work when it occurs, or her continued absence from work because the leave must extend beyond the maximum time allowed, may be deemed a voluntary termination of employment with the City, unless the employee is entitled to a disability accommodation. Upon the employee's return from PDL, the employee will be reinstated to her same position in most instances.

~~Except as provided by law, the employee will return to the same classification she occupied when the leave commenced or, if the position is no longer available, the employee will return to a comparable classification, if one is available.~~

~~As a condition of returning to work, an employee must provide a certification from her health care provider verifying her ability to return to work, including any work restrictions.~~

~~If the employee fails to return to work within three (3) days after the approved leave expires, the employee will be considered to have voluntarily resigned employment.~~

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2865 Family Medical Leave

28265.1 Policy Statement

~~This policy is intended to provide employees with information concerning entitlements and obligations associated with taking leave under the As provided by the 1993 Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). Employees with additional questions regarding FMLA/CFRA leave, or regarding any leave entitlements and obligations that might arise when FMLA/CFRA leave is either not available or exhausted, should contact the Human Resources Department. , all eligible employees shall be entitled to take job-protected leave during any twelve (12) month period for specified family and medical reasons.~~

28.2 Covered Family and Medical Reasons

1. ~~Family Medical Leave Act (FMLA)~~

~~Federal law providing an eligible employee to take up to twelve (12) weeks of unpaid leave during a twelve (12) month period for one or more of the following reasons:~~

- ~~a. The birth or placement of a child for adoption or foster care.~~
- ~~b. To care for an immediate family member (spouse, domestic partner, child, or parent) with a serious health condition.~~
- ~~c. To take medical leave when the employee is unable to work because of a serious health condition.~~
- ~~d. For any "qualifying exigency" arising from the employee's spouse, son, daughter, or parent serving in the regular Armed Forces who is deployed for duty.~~

2. ~~California Family Rights Act (CFRA)~~

~~State law providing an eligible employee up to twelve (12) weeks of leave during a twelve (12) month period for one or more of the following reasons.~~

- ~~a. Birth or placement of a child for adoption or foster care including baby bonding time.~~
- ~~b. To care for an immediate family member (spouse, domestic partner, child, or parent) with a serious health condition.~~
- ~~c. To take medical leave when the employee is unable to work because of a serious health condition.~~

~~Unlike FMLA and PDL, CFRA does not include pregnancy or related medical conditions within the definition of serious health condition. This is a difference between FMLA and CFRA. The result is when an employee's pregnancy precludes her from performing her~~

~~job (i.e., her absence from work is medically necessary because she is disabled by pregnancy), it may be counted against her FMLA leave and PDL, but not her CFRA leave.~~

~~A serious health condition under this policy shall be defined as an illness of a serious and long-term nature resulting in recurring or lengthy absences. Treatment of such an illness would occur in an inpatient situation at a hospital, hospice, or residential medical care facility, or would consist of continuing care provided by a licensed health care provider.~~

~~3. Service Member Family Leave~~

~~An eligible employee shall be entitled to take up to twenty-six (26) weeks of leave during a twelve (12) month period for military caregiver leave according to the following criteria:~~

~~a. Purpose for time away from work is to care for a family member with a serious health condition, or the aggravation of a pre-existing injury while on active duty.~~

~~b. Family member is defined by a spouse, child, parent or next of kin must be an injured military service member, or a veteran who has served in the Armed Forces anytime within the past 5 years.~~

~~— A serious health condition under this policy is defined as an injury or illness incurred to a member of the Armed Forces (including a member of the National Guard or Reserves) incurred in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and aggravated in the line of duty) that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and~~

~~— In the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy, "serious health condition" means a qualifying (as defined by the Secretary of Labor) injury or illness that was incurred by the member in the line of duty (or existed before the beginning of the member's active duty and aggravated by service in the line of duty) that manifested itself before or after the member became a veteran.~~

~~28~~65.32 Employee Eligibility

The FMLA and CFRA provide eligible employees with a right to leave, health insurance benefits, and with some limited exceptions, job restoration. To be an "eligible employee", you must meet both of the following criteria:

~~An employee shall be entitled to leave under this policy when he/she meets the following criteria:~~

- ~~1. Have worked~~The employee has worked for the City for at least twelve (12) months (which for the City. The twelve (12) months need not have been consecutive). ~~— (If the employee was on the payroll for part of a week, the~~

~~City will count the entire week. The City considers fifty-two [52] weeks to be equal to twelve [12] months.)~~

- ~~2. Have worked The employee has to have worked for the City for at least one thousand two hundred fifty (1,250) hours over during the twelve (12) months immediately preceding the commencement of the leave.~~

An employee who is not eligible for FMLA/CFRA leave at the start of a leave because the employee has not met the 12-month length of service requirement can meet this requirement while on leave because leave to which the employee is otherwise entitled counts towards the length of service requirement (but not the 1,250 hours requirement).

265.3 Employee Entitlements for FMLA/CFRA Leave

265.3.1 Basic FMLA/CFRA Leave Entitlement

The FMLA/CFRA provides eligible employees up to 12 workweeks of unpaid leave during a 12 month period for certain family and medical reasons. The 12 month period is determined based on 3. When both spouses are employed by the City, they are jointly entitled to a combined total of twelve (12) work weeks of family leave for the birth or placement of a child for adoption or foster care, and to care for a parent who has a serious health condition.

28.4 Calculation of Leave

- ~~1. Eligible employees can use up to the above defined weeks of leave during any twelve (12) month period.~~

The City will use a rolling twelve (12) month period measured backward from the date an employee first uses any FMLA/CFRA leave. In some instances leave may be counted under the FMLA but not CFRA, or under the CFRA but not the FMLA. Leave may be taken for one, or for a combination, of the following reasons:

- ~~2. Disability or Service Member Family leave.~~

- ~~3. Each time an employee uses leave, the City computes the amount of leave the employee has taken under this policy, subtracts it from total eligible weeks defined above, and the balance remaining is the amount the employee is entitled to take at that time. For example, if an employee has taken five (5) weeks of leave in the past twelve (12) months, the employee could take an additional seven (7) weeks (or twenty one (21) for military caregiver leave) under this policy.~~

1. due to pregnancy, childbirth or related medical condition (counts only toward FMLA leave and California Pregnancy Disability Leave ("PDL") leave entitlements);

2. Bonding and/or caring for a newborn child (counts toward FMLA and CFRA leave entitlements);
3. -For placement with the employee of a child for adoption or foster care and to care for a newly placed child (counts towards FMLA and CFRA leave entitlements);
4. To care for the employee's spouse, registered domestic partner, child or parent (but not in-law) with a serious health condition (counts toward FMLA and CFRA leave entitlements; except for that time to care for an employee's registered domestic partner does not count towards FMLA leave, only CFRA leave);
5. For the employee's own serious health condition (excluding pregnancy) that makes the employee unable to perform one or more of the essential functions of the employee's job (counts toward FMLA and CFRA leave entitlements); and/or
6. Because of any qualifying exigency arising out of the fact that an employee's spouse, son, daughter or parent is a military member on covered active duty status (or has been notified of an impending call or order to covered active duty status) in the Reserve component of the Armed Forces for deployment to a foreign country in support of a contingency operation or in the Regular Armed Forces for deployment to a foreign country (counts towards FMLA leave entitlement only).

Under the FMLA, a serious health condition is an illness, injury, impairment or physical or mental condition that involves a period of incapacity or treatment connected with inpatient care (e.g., an overnight stay) in a medical care facility, hospice, or residential health care facility; or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Under the CFRA, a serious health condition is an illness, injury, impairment, or physical or mental condition that involves either inpatient care in a hospital, hospice or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity; or continuing treatment by a health care provider, including but not limited to treatment for substance abuse. The CFRA defines "inpatient care" broadly and includes a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with inpatient care, or any period of incapacity. A person will be considered an "inpatient" when he or she is formally admitted to a health care facility with the expectation that he or she will remain at least overnight and occupy a bed, even if the person is ultimately discharged or transferred to another facility and does not actually remain overnight. The CFRA defines "incapacity" as the inability to work,

attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.

Under the FMLA and CFRA, subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

A leave of absence in connection with a workers' compensation injury or illness or for which an employee receives disability or State of California Paid Family Leave benefits shall run concurrently with FMLA/CFRA leave, in accordance with federal and state laws.

265.3.2 Additional Military Family Leave Entitlement

In addition to the basic FMLA/CFRA leave entitlement described above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a covered servicemember is entitled to take up 26 weeks of leave during a 12-month period to care for the servicemember with a serious injury or illness. Leave to care for a servicemember shall only be available during a single-12 month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured servicemember.

A "covered servicemember" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as "current members of the Armed Forces." Covered servicemember also includes a veteran who is discharged or released from military service under conditions other than dishonorable at any time during the five (5) year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. These individuals are referred to in this policy as "covered veterans."

The FMLA definition of a serious illness or injury for a covered servicemember or covered veteran is distinct from the definition of "serious health condition"

applicable to leave to care for a family member or the employee's own illness or injury.

265.3.3 Intermittent Leave and Reduced Leave Schedules

FMLA/CFRA leave usually will be taken for a period of consecutive days, weeks or months. However, employees are also entitled to take FMLA/CFRA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member or the serious injury or illness of a covered servicemember. Intermittent leave can also be taken for any qualifying exigency. Intermittent or reduced work schedule leave may be taken for absences where the employee or covered family member is incapacitated or unable to perform the essential functions of the position because of a chronic serious health condition, even if he or she does not receive treatment by a health care provider.

Employees are also eligible for intermittent leave for bonding with a child following birth or placement. Intermittent leave for bonding purposes generally must be taken in minimum two-week increments, but the City permits two occasions where the leave may be for less than two weeks.

2865.54 Maintenance of Benefits

During FMLA/CFRA leave, eligible An employees shall beare entitled to receive group maintain group medicalhealth plan, and dental insurance, life and employee assistance program benefits (collectively group health insurancehealth plan coverage) on the same basis as if he/shethey had continued to work for the City for up to 12 weeks. Employees on FMLA military leave also are entitled to receive group health plan coverage for the duration of those FMLA leaves.

1. The City will continue to provide health insurance to the employee for up to twelve (12) weeks maximum within a twelve (12) month period (or twenty-six for military caregiver leave) under the same terms and conditions that coverage is provided to the employee if the employee had not gone on leave.

To maintain receive uninterrupted coverage, the employee will have to continue to pay his/hertheir share of health insurancegroup health plan coverage premiums payments, if any, in accordance with federal and state laws.

2. If an employee substitutes paid accrued leave as provided in this policy, the City will deduct the employee's shares of group health plan coverage premiums as a regular payroll deduction. If the employee does not have accrued paid leaves to substitute for FMLA/CFRA leave and the time is unpaid, the employee must pay the employee portion of premiums. If the employee is in a partial paid status on the first of the month the City's contribution toward medical and dental insurance will be pro-rated.

~~Payments shall be made~~ either in person or by mail to the Finance Department by the ~~fifteenth-first~~ (15th1st) day of each month. ~~The City's obligation to maintain group health plan coverage ceases if an employee's premium payment Health insurance coverage will be dropped by the City if the employee's payment is more than thirty (30) days lateoverdue. If an employee's payment is more than 15 days late, the City will send a letter notifying the employee that coverage will be dropped on a specified date unless the employee's share of premium is received before that date.~~

~~If an employee does not return to work for at least 30 calendar days following the end of the leave period (unless the employee cannot return to work because of a serious health condition or other circumstance beyond the employee's control), the employee will be required to reimburse the City for the cost of the premiums the City paid for maintaining coverage during their unpaid FMLA/CFRA leave.~~

~~3._____~~

~~4._____ If the employee contributes to a life insurance or disability plan, the City will continue making payroll deductions while the employee is on paid leave. However, while on unpaid leave, the City will require the employee to make those payments. If the employee does not continue these payments, the City will recover the payments at the end of the leave period, in a manner consistent with the law.~~

~~5._____ Accrual of seniority will not continue during leave under this policy.~~

~~6._____ If the employee informs the City that he/she does not intend to return to work at the end of the leave period the City's obligation to provide health insurance benefits (if any) ends. If the employee chooses not to return to work for reasons other than a continued serious health condition, the City will require the employee to reimburse the City the amount the City contributed towards the employee's health, dental, and vision insurance benefits (if any) during the leave period.~~

~~282~~265.65 Job Restoration

~~At the end of FMLA/CFRA leave, subject to some exceptions including situations where job restoration of "key employees" will cause the City substantial and grievous economic injury, employees generally have the right to return to the same or equivalent positions they held before the FMLA/CFRA leave. The City will notify employees if they qualify as "key employees", if it intends to deny reinstatement, and of their rights in such instances. Use of FMLA/CFRA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA/CFRA leave.~~

~~265.6 Notice of Eligibility for and Designation of An employee who utilizes Family Medical Leave under this policy will be restored to the same classification or a classification with equivalent status, pay, benefits and other employment terms.~~

~~The City may choose to exempt certain highly compensated, “key” employees from this job restoration requirement and not return them to the same or similar position at the completion of leave under this policy. Key employees are defined as FSLA exempt employees who are among the highest ten (10) percent of earners employed by and located within seventy-five (75) miles of the City. Employees who may be exempted will be informed of this status when they request leave. If the City deems it necessary to deny job restoration for a key employee on leave under this policy, the City will inform the employee of its intention and will offer the employee the opportunity to return to work immediately.~~FMLA/CFRA Leave

Employees requesting FMLA/CFRA leave are entitled to receive written notice from the City telling them whether they are eligible for FMLA and/or CFRA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA/CFRA leave, employees are entitled to receive written notice of: (1) their rights and responsibilities in connection with such leave; (2) the City’s designation of leave as FMLA/CFRA-qualifying or non-qualifying, and if not FMLA/CFRA-qualifying, the reasons why; and (3) the amount of leave, if known, that will be counted against the employee’s leave entitlement.

The City will respond to a leave request within five (5) business days. Once given, approval shall be deemed retroactive to the date of the first day of the leave. The City may designate FMLA/CFRA leave retroactively with appropriate notice and provided that doing so does not cause harm or injury to the employee. In other cases, the City and employee can mutually agree that leave be retroactively designated as FMLA/CFRA leave.

28265.7 Employee Obligations

265.7.1 Notice Obligations

Employees who take FMLA/CFRA leave must timely notify the City of their need for FMLA/CFRA leave. To trigger FMLA/CFRA leave protections, employees must inform the City’s Human Resources Department of the need for FMLA/CFRA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA/CFRA leave specifically, or explaining the reasons for leave so as to allow the City to determine that the leave is FMLA/CFRA qualifying. For example, employees might explain that:

- A medical condition renders them unable to perform the functions of their job;
- They are pregnant or have been hospitalized overnight;
- They or a covered family member are under the continuing care of a health care provider;
- The leave is due to a qualifying exigency caused by a military member being on covered active duty or called to covered active duty status; or
- If the leave is for a family member, that the condition renders the family member unable to perform daily activities or that the family member is a covered servicemember with a serious injury or illness.

Calling in “sick” without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA/CFRA leave under this policy. Employees must respond to the City’s lawful questions to determine if absences are potentially FMLA/CFRA-qualifying.

If an employee fails to explain the reasons for FMLA/CFRA leave, the leave may be denied. When an employee seeks leave due to a FMLA/CFRA-qualifying reason for which the City previously provided FMLA/CFRA-protected leave (e.g., in cases of use of intermittent leave), the employee must specifically reference the qualifying reason for the leave or the need for FMLA/CFRA leave.

265.7.2 Cooperating in the Scheduling of Leave

When planning medical treatment for the employee or family member or requesting to take leave on an intermittent or reduced schedule work basis, employees must make a reasonable effort to consult with the City and make a reasonable effort to schedule treatment so as not to unduly disrupt the City’s operations. Employees must make a reasonable effort to consult with the City prior to the scheduling of treatment in order to work out a treatment schedule which best suits the needs of both the City and the employee, subject to the approval of the applicable health care provider. ~~W~~To the extent permitted by law, when an employee takes intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including a period of recovery from a serious health condition, or to care for a covered servicemember, the City may temporarily transfer the employee to an alternative position with equivalent pay and benefits for which the employee is qualified and which better accommodates recurring periods of leave.

265.7.3 Submit Medical Certifications Supporting Need for Leave

Depending on the nature of FMLA/CFRA leave sought, employees may be required to submit medical certifications supporting their need for FMLA/CFRA-qualifying leave. There generally are three types of FMLA/CFRA medical certifications: an initial certification, a recertification, and a return to work/fitness for duty certification.

It is the employee’s responsibility to provide the City with timely, complete and sufficient medical certifications. Whenever the City requests that an employee provide an FMLA/CFRA medical certification, the employee must provide the requested certification within 15 calendar days after the City’s request, unless it is not practicable to do so despite an employee’s diligent, good faith efforts. The City will inform the employee if a submitted medical certification is incomplete or insufficient and provide the employee at least seven calendar days to cure deficiencies. The City will delay or deny FMLA/CFRA leave to an employee who fails to timely cure deficiencies or otherwise fails to timely submit a requested medical certification.

With the employee's permission, the City (through individuals other than an employee's direct supervisor) may contact the employee's health care provider to authenticate a medical certification.

Whenever the City deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient FMLA/CFRA medical certifications.

265.7.3.1 Initial Medical Certifications

Employees requesting leave because of their own or a covered family member's serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins.

If the City has reason to doubt an initial medical certification regarding an employee's own serious health condition, it may require the employee to obtain a second opinion at the City's expense. If the opinions of the initial and second health care providers differ, the City may, at its expense, require the employee to obtain a third, final and binding certification from a health care provider designated or approved jointly by the City and the employee. The City will reimburse the employee for any reasonable "out of pocket" travel expenses incurred to obtain second or third medical opinions. Except in very rare circumstances, the City will not require an employee to travel outside normal commuting distance for purposes of obtaining second or third medical opinions.

25.7.3.2 Medical Recertifications

Depending on the circumstances and duration of FMLA/CFRA leave, the City may require that an employee provide recertification of a medical condition giving rise to the need for leave. The City will notify the employee if recertification is required and will give the employee at least 15 calendar days to provide medical recertification. In cases of leave that qualifies under the CFRA, recertification will be requested only when the original certification has expired and additional leave is requested.

265.7.3.3 Return to Work/Fitness for Duty Medical Certifications

Unless notified that providing such certification is not necessary, an employee returning to work from an FMLA/CFRA leave that was taken because of their employee's own serious health conditions must provide the City with a release to return to work from his or her health care provider stating that the employee is able to resume work. An employee taking intermittent leave may be required to provide a return to work release for such absences up to once every 30 days if reasonable safety concerns exist regarding the employee's ability to perform his or her duties. The City may delay and/or deny job restoration until an employee provides a return to work/fitness for duty certification.

265.7.4 Submit Certifications Supporting Need for Military Family Leave

Upon request, the first time an employee seeks leave due to a qualifying exigency arising out of the covered active duty or call to covered active duty status of a military member, the City may require that the employee provide: (1) a copy of the military member's active duty orders or other documentation issued by the military indicating the military member is on covered active duty or call to active duty status and the dates of the military member's covered active duty service; and (2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active duty status of the same or a different military member.

When leave is taken to care for a covered servicemember with a serious injury or illness, the City may require employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, the City may request that the certification set forth additional information provided by the employee and/or the covered servicemember confirming entitlement to such leave.

275.6.5 Reporting Changes to Anticipated Return to Work

If an employee's anticipated return to work date changes and it becomes necessary for the employee to take more or less leave than originally anticipated, the employee must provide the City with reasonable notice (i.e., within 2 business days) of the employee's changed circumstances and new return to work date. If an employee gives the City unequivocal notice of the employee's intent not to return to work, the employee will be considered to have voluntarily resigned and the City's obligation to maintain health benefits (subject to COBRA requirements) and to restore the employee to a position will cease.

27.6.6 Substitute Use of Paid Leave for and Unpaid FMLA/CFRA leave

For purposes of this section, leave is not "unpaid" during any leave time for which an employee is receiving compensation from the State of California under the State Disability Insurance program, the Paid Family leave program, through the workers' compensation system or the City's disability pay program. Employees will not be required to use accrued paid leaves for any time off under this policy for which they are receiving compensation under these programs. Where applicable and permitted by law, employees will be required to use vacation and/or sick leave during any waiting period applicable to these programs.

4. If leave is unpaid, the following requirements apply to the leave: the employee has accrued paid leave available, then the employee shall use paid leave first. If available leave banks are insufficient to cover the entire Family Medical Leave absence in full, the balance of the leave shall be in an unpaid status.

1. If an employee requests FMLA/PDL leave because of disability due to pregnancy, childbirth or related medical conditions, the employee must first substitute any accrued paid sick leave for unpaid family/medical leave. An employee may make a written request to substitute accrued, unused vacation and compensatory time off hours for unpaid FMLA/PDL leave once the employee's sick leave time is exhausted.
2. If an employee ~~uses requests~~ FMLA/CFRA leave for his/her/their own serious medical condition ~~or the serious health condition of an immediate family member~~, the employee shall first use all accrued sick leave for the unpaid family/medical leave. Once the employee has exhausted his/her/their sick time, the employee will be required to use any other paid accrued leaves, including, paid vacation or, or compensatory time off, administrative leave, and other available paid leaves, and then will be eligible for unpaid leave.
3. If an employee requests FMLA/CFRA leave to care for a covered family member with a serious health condition, the employee must first substitute any accrued vacation and/or compensatory time off for unpaid family medical leave. Once the employee has exhausted his/her/their vacation or compensatory time off, the employee can use his/her/their available sick time.
3. ~~If An an employee requests using leave to bond with a child, including adoption and foster care placement purposes, the employee must substitute any accrued vacation or compensatory time off for unpaid family/medical leave. for the birth of a child will use paid sick leave for physical recovery after childbirth. The employee then shall use all paid vacation, compensatory time off, administrative leave, and other available paid leaves, and then will be eligible for unpaid leave.~~
4. ~~An employee using leave for the adoption or foster care of a child shall use all paid vacation, compensatory time off, administrative leave, and other available paid leaves, and then will be eligible for unpaid. The use of sick leave is not permitted~~ for this purpose.

For purposes of this section, leave is not "unpaid" during any leave time for which an employee is receiving compensation from the State of California under the State Disability Insurance program or, the Paid Family Leave program, through the workers' compensation system or through the City's disability pay program. Employees will not be required to use accrued paid leaves for any time off under this policy for which they are receiving compensation under these programs. Where applicable and permitted by law, employees will be required to use vacation and/or sick leave during any waiting period applicable to these programs.

Upon written request, the City will allow employees to supplement disability insurance, paid family leave benefits, or workers' compensation benefits with accrued, unused sick leave, vacation and compensatory time off, so long as such leave accruals are used for purposes permitted by the policy which provides for the leave.

The substitution of paid time off for unpaid family/medical leave time does not extend the length of any FMLA/CFRA leave and the paid time off runs concurrently with the FMLA/CFRA entitlement.

- ~~5. Should an exempt employee under the Fair Labor Standards Act utilize the Family Medical Leave and should any such time be in an unpaid status, then the employee shall still receive full compensation with no loss of salary for a work week which would otherwise have been only partially paid.~~
- ~~6. Should an employee be in a partially paid status as of the day before a holiday, they shall receive prorated pay for the holiday based on the prorated hours worked. If in an unpaid status the day before a holiday, the employee shall not receive holiday pay.~~

~~28.8 Intermittent Leave and Reduced Work Schedules~~

~~In certain cases, intermittent use of the twelve weeks of family or medical leave or a reduced work week may be allowed by the City. Employees wishing to use leave intermittently or to utilize a reduced work week for birth or adoption purposes will need to request and gain approval for such use from the employee's department head and the Human Resources Director.~~

~~Employees may also use family or medical leave intermittently or as a part of a reduced work week whenever it is medically necessary. If the need to use leave is foreseeable and based on preplanned and prescheduled medical treatment, then the employee is responsible to schedule the treatment in a manner that does not unduly disrupt the City's operations. This provision is subject to the approval of the health care provider.~~

~~In some cases, the City may temporarily transfer an employee using intermittent or a reduced work week to a different job with equivalent pay and benefits if another position would better accommodate the intermittent or reduced schedule.~~

~~28.9 Procedures~~

~~28.9.1 Procedure for Requesting Leave~~

~~All employees requesting leave under this policy must complete the Family Medical Leave form available from the Human Resources Director.~~

~~When an employee plans to take leave under this policy, the employee must give the City thirty (30) days notice. If it is not possible to give thirty (30) days notice, the employee must give as much notice as is possible.~~

~~While on leave, employees are requested to report monthly to the City regarding the status of the medical condition, and their intent to return to work.~~

~~28.9.2 Procedure for Notice & Certification of Serious Health Condition~~

~~The City may require the employee to provide certification of an employee's or immediate family member's serious health condition by a qualified health care provider. The employee should respond to such a request within seven (7) days of the request, or provide a reasonable explanation for the delay.~~

~~Qualified health care providers include: doctors of medicine or osteopathy, podiatrist, dentists, clinical psychologists, optometrists, chiropractors, nurse practitioners and nurse-midwives authorized to practice under State law and performing within the scope of their practice under State law; and Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts.~~

~~When seeking certification of a serious medical condition, an employee should ensure that the certification contains the following:~~

- ~~1. Date when the condition began and expected duration.~~
- ~~2. If employee is seeking medical leave for his/her own medical condition, certification should also include a statement that the employee is unable to perform the essential functions of the employee's position.~~
- ~~3. For a seriously ill family member, the certification should include a statement that the patient requires assistance and that the employee's presence would be beneficial or desirable.~~
- ~~4. If taking intermittent leave, or working a reduced schedule, certification should include dates and duration of treatment and a statement of medical necessity for taking intermittent leave or working a reduced schedule.~~

~~If deemed necessary, the City may ask for a second opinion. The City will pay for the employee to get a certification from a second doctor, which the City will select. If there is a conflict between the original certification and the second opinion, the City may require the opinion of a third doctor. The City and the employee will jointly select the third doctor, and the City will pay for the opinion. The third opinion is considered final.~~

276 Other Leaves

26276.1 Statements of Policy Unpaid Personal Leave

276.1.1 Requests for Leave

An employee who needs a leave of absence from work without pay shall file a written request with the Human Resources Department, stating the title of the employee's position, the beginning and ending dates of the requested leave and a full statement for such a request. A request for a personal leave shall be made upon forms prescribed from the City. The request shall normally be initiated by the employee, but may be initiated by the employee's supervisor or Department Head.

276.1.2 Reasons for Leave

A personal leave may be granted for the following reasons:

1. Illness or non-job related disability including pregnancy, beyond or in lieu of that covered by sick or other available leave;
2. Education or training which will benefit the City; or
3. Other personal reasons provided the needs of the City are considered.

The City will consider requests for unpaid leaves of absence for regular employees who have at least one (1) year of continuous City service in emergency cases or upon good and sufficient reason where such absence would not be contrary to the best interests of the City. The City shall not grant a leave of absence to an employee so the employee may accept employment with another employer; provided, however, that the employee may be assigned to another public agency for a period of time to be approved by the City Manager.

Nothing in this policy prevents the City from abolishing any position during the period of leave under this policy. In the case of the abolishment of any position, then the layoff provisions as specified within these Personnel Rules shall apply.

276.1.3 2 Authorized Leaves of Absence

Upon written request of an employee setting forth the reasons for the request, and upon the recommendation of the ~~department~~ Department headHead, the City Manager may grant an employee holding a regular position appointment a leave of absence for a period not to exceed six (6) months. Absences of more than six (6) months require the approval of the City Council. Absences due to Family Medical Leave shall be consecutive to, and not concurrent with, leaves of absence without pay. Approval for leaves of absences shall be in writing.

The Human Resources 26.2.1 Department Authorized Leaves of Absence

Department heads may grant an employee holding a regular position appointment

a leave of absence without pay for a period not to exceed thirty-one (31) calendar days per calendar year. ~~Such leave shall be reported to the Human Resources Director immediately.~~

~~26.2.2~~ Long Term Authorized Leaves of Absence

~~Authorized leaves of absence without pay in excess of thirty-one (31) calendar days per calendar year for an employee holding a regular position appointment may be granted upon written request of the employee and recommendation of the department head and approval of the City Manager.~~

~~2766.21.34~~ Status Benefits during Authorized Leaves of Absence While on Leave

Authorized leaves of absence without pay shall not be construed as a breaks in service. Rights accrued at the time leave is granted shall be retained by the employee. However, seniority, vacation credits~~leave~~, sick leave ~~credits~~, holidays, increases in salary~~health and welfare benefits, normal salary advancement, or~~ other City paid benefits will not be provided during the period of leave.

~~and other similar benefits shall not accrue to an employee during such granted period of the leave of absence. Unless otherwise required by law, the City is not required to maintain contributions toward group insurance programs or retirement benefits for any employee on an unpaid leave of absence. Unless otherwise required by law, the City will discontinue any employer contribution towards health, dental, disability and/or life insurance benefits if an employee is in an unpaid status on the first of any month. Instead, the employee will be permitted to continue coverage as allowed under the Consolidated Omnibus Budget Reconciliation Act ("COBRA").~~

~~26276.31.5~~ Return from Authorized Leaves of Absence

~~An employee returning from a personal leave may be required to provide medical documentation indicating the employee's fitness to return. If an employee requests to return to work prior to the scheduled end of his or her leave, the employee must first request approval from the Human Resources Department at least three (3) days prior to the date of returning to work. The Human Resources Department may request substantiating evidence (e.g., medical examination or doctor's written release). Upon expiration of an authorized leave of absence, the employee shall be reinstated in the position held at the time leave was granted. Such employee shall retain the same status and shall be placed at the same salary step, with the same accumulated time towards advancement to the next step as obtained at the time leave was granted.~~

~~26.3.1~~ Early Return from Authorized Leaves of Absence

~~An employee may request permission from the City Manager to return from an authorized leave of absence prior to expiration of such leave. Such a request may be approved, or denied, at the sole discretion of the City Manager.~~

~~26.3.2 Failure to Return from Authorized Leaves of Absence~~

~~Failure on the part of an employee to report back to work promptly upon the expiration of an authorized leave of absence shall be cause for dismissal from employment unless such leave was extended in accordance with the provisions of this section.~~

40 — Miscellaneous Leaves

40276.42 Jury Duty and Court Appearances Leave

276.2.1 Jury Duty

~~An regular employee who is summoned to serve on a jury must notify his or her Department Head as soon as possible after receiving notice of both possible and actual jury service. A leave of absence with pay will be granted to all regular employees for the period of any actual service, including any time during which the employee must be away from work to be present in court as the result of such a summons. Other employees will receive an unpaid leave of absence. While on jury duty, any payment except travel pay, meals and lodging received by the employee as a juror shall be remitted to the City. Time spent on jury duty is not work time for purposes of calculating overtime compensation.~~

276.2.2 Subpoenas

~~An employee who is subpoenaed to appear in court in a matter regarding an event or transaction which he/she/they perceived or investigated in the course of performing his/her/their official City job duties will be permitted to appear in response to the subpoena without loss of compensation. The time spent appearing in court in response to such a subpoena will be considered work time. Any payment except travel pay, meals and lodging receiving by the employee for such service shall be remitted to the City.~~

276.2.3 Exception for Employee-Initiated or Non-City Related Matters

~~An employee who is a named party in an action unrelated to the City and its activities, who is a named party in an action against the City, or who is serving as a paid expert witness is not eligible to receive compensation for time spent related to those proceedings. In such cases, an employee may request to receive time off without pay, or may use accrued vacation or compensatory time off for time spent related to those proceedings. The time spent in such proceedings is not considered work time. se absence from work is required because of jury duty will be considered an excused absence with pay. To receive full salary and benefits, the regular employee shall notify his/her supervisor three (3) days prior to jury duty and turn in to the Finance Department any payment for jury duty, excluding pay for travel and meals.~~

40276.23 School or Day Care Attendance Leave Unpaid Leave for School Visits

276.3.1 School Activity Leave

~~The City shall permit an e~~Employees who ~~is~~ are the parent, ~~stepparent,~~ or guardian or grandparent of a child in kindergarten or grades one (1) through twelve (12), or attending a licensed day care facility, may take leave to participate in school activities. The total time off for school activities leave cannot exceed eight (8) hours in any calendar month or up to forty (40) hours off perin any school year. Employees requesting time off under this provision must first use accrued vacation time and/or compensatory time off for school activity leave. If an employee does not have any accrued vacation and/or compensatory time off, then unpaid leave will be granted. -calendar year for the purpose of participating in activities of the school or licensed day care facility.

~~An employee is permitted to use accrued leaves (such as vacation, compensatory time off, or administrative leave; but not sick leave) when taking time off under the provisions of this Personnel Rule; otherwise, such time off shall be without pay.~~

Employees must provide reasonable advance notice to their Department Head. Employees may be required to provide their Department Head with documentation from the child's Documentation from the school or licensed day care facility as proof that the employee participated in the activity on a specific date and at a specific time.

If both parents are employed by the City, the parent who first gives notice to their Department Head will be covered by the above provisions. The other parent may take time off only if the other parent obtains the approval of his/hertheir Department Head. -shall be provided by the employee to his/her supervisor upon returning to work. An employee who fails to provide said documentation may be subject to discipline.

~~Except in cases of emergency, employees must provide notice to their supervisor or the department head prior to utilizing leave under this policy.~~

40276.3.2 Child's Suspension Leave Required School Attendance

If an employee is a parent, guardian or grandparent with custody of a child who has been suspended from school and/or the employee receives notice from the child's school requesting that he/shethey appear pursuant to a request made under section 48900.1 of the Education Code, the employee may take unpaid time to appear at the school. An employee who is the parent or guardian of a child who has been suspended from school shall be granted time off work if requested to

~~appear at the school in connection with that child's suspension. The employee must give reasonable notice to the City of the request for leave.~~

An employee is permitted to use accrued leaves (such as vacation, compensatory time off, or administrative leave; but not sick leave) when taking time off under the provisions of this Personnel Rule; otherwise, such time shall be without pay.

~~The employee must, prior to the planned absence, give reasonable notice to his/her/their Department Head that the employee has been requested to appear at the child's school.~~

~~Employees may be required to provide their Department Head with Documentation documentation that the employee is required from the school or licensed day care facility as proof that the employee appeared at the to appear at the school on a specific date and at a specific time. shall be provided by the employee to his/her supervisor upon returning to work. An employee who fails to provide said documentation may be subject to discipline.~~

~~Except in cases of emergency, employees must provide notice to their supervisor or the department head prior to utilizing leave under this policy.~~

~~402~~76.44 Military Leave

276.4.1 Policy

Authorized leaves of absence for military duty shall be granted in accordance with the provisions of state and federal law, including Section 395 of the California California State Military and Veterans' Code and the Uniformed Services Employment Reemployment Rights Act.

276.4.2 Notification Requirements

An employee entitled to military leave shall give the City Manager or designee an opportunity within the limits of the military regulations to determine when such leave shall be taken.

276.4.3 Temporary Military Leave

An employee who is a member of the reserve corps of the Armed Forces of the United States or the National Guard, or the Naval Militia shall be entitled to a temporary military leave of absence while engaged in military duty ordered for purposes of active military training, inactive duty training, encampment, naval cruises, special exercises or like activity. Temporary military leave is available when the ordered duty does not exceed 180 calendar days, including time involved in going to and returning from that duty. An employee with at least one year of City service who is on temporary military duty for purposes of inactive duty training will receive with pay during the period leave. An employee with at least one year of City service who is on temporary military leave for any purpose other than inactive duty may receive up to (30) days of paid military leave in a fiscal year.

276.4.4 Extended Military Leave

An employee who enlists, is ordered into active-duty service of any length or active-duty training in excess of 180 days, is ordered into active federal military duty as a member of the ~~n~~National Guard or Naval Militia will be granted an extended military leave. An employee with at least one year of City service who is on extended military leave may receive up to (30) days of paid military leave in a fiscal year.

276.4.5 Transition Period to Return to City Service

The time for an employee on military leave to return to City service is dependent on the duration of the employee's military leave. For absences of up to 30 consecutive days, the service member is entitled to safe travel time from place of duty to ~~his/her~~their residence, plus eight hours of rest. The service member must report to work at the beginning of ~~his/her~~their first normal shift on the first full calendar day following this period. For absences of 31 to 180 days, the service member must return to work not later than 14 days after completing services. For absences of 181 days or longer, the service member must return to work not later than 90 days after completing service. Employees are not eligible for military leave pay during any transition period, but can use available and accrued vacation and compensatory time off.

26.5 Pay While on Military Leave

Any individual who has been employed by the City for at least one year and who is on an approved military leave will receive ~~his/her~~their regular salary or regular pay for the first 30 calendar days of such leave in a fiscal year.

~~section 395.01. An employee entitled to military leave shall give the City Manager or designee an opportunity within the limits of the military regulations to determine when such leave shall be taken. Extensions of unpaid leave beyond State law are to be determined by the City Manager.~~

~~Additionally, California State Military and Veterans' Code section 395.01(b) permits the City to provide paid military leave for periods of inactive duty training. The City's policy is to grant paid military leave for inactive duty training in accordance with the provisions of Military and Veterans' Code section 395.01.~~

~~Notwithstanding other provisions of this section, State law shall apply in determining benefits for those employees returning from an authorized leave of absence for military duty.~~

~~The Uniformed Services Employment and Reemployment Rights Act (USERRA) protects the job rights of individuals who voluntarily or involuntarily leave employment to undertake military service or certain types of service in the National Disaster Medical System. USERRA prohibits employers from discriminating against past and present members of the uniformed services and applicants to the uniformed services. The USERRA provides~~

~~for reemployment rights, the right to be free from discrimination and retaliation, and health insurance protection.~~

~~Except in cases of emergency, employees must provide notice to their supervisor or the department head prior to utilizing leave under this policy.~~

~~40276.5~~ Emergency Duty Leave Time Off for Volunteer Firefighters, Reserve Peace Officer or Emergency Rescue Personnel

An employee who is volunteer firefighter, reserve peace officer, or an “emergency rescue personnel” for an entity other than the City shall be permitted to take temporary leaves of absence, up to a total of fourteen (14) days per calendar year, to engage in fire or law enforcement training.

“Emergency rescue personnel” ~~is defined means as~~ any person who is an officer, employee, or member of a fire department or fire protection or firefighting agency of the federal government, State of California, a city, county, city and county, district, or other public or municipal corporation or political subdivision of California, or of a sheriff’s department, police department, or a private fire department, whether that person is a volunteer or partly paid or fully paid, while he/shethey are ~~is~~ actually engaged in providing emergency services.

An employee is permitted to use accrued leaves (such as vacation, compensatory time off, or administrative leave; but not sick leave) when taking time off under the provisions of this Personnel Rule; otherwise, such time off shall be without pay.

Except in cases of emergency, employees must provide notice to their supervisor or the ~~department~~ Department ~~head~~ Head prior to utilizing leave under this policy.

~~40276.6~~ Time Off for Voting

If an employee does not have sufficient time outside of working hours to vote in a statewide election, he/shethey may, without loss of pay, take off sufficient working time to vote. up to two (2) hours of working time to vote. ~~Such~~ This time ~~must~~ should be taken at the beginning or end of the regular work ~~schedule~~ ing shift, whichever allows the most free time for voting and the least time off from working, unless otherwise mutually agreed. An employee will be allowed a maximum of two (2) hours of voting leave on election day without loss of pay. If time off for voting is required, The the employee must notify ~~the employee’s~~ his/hertheir supervisor of the need for leave at least two (2) working days ~~in advance to arrange a voting time~~ prior to the election day.

~~40276.7~~ Lactation Leave

The City shall provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee’s infant child. The break time, If if possible, the break time should must run concurrently with rest and meal periods already provided to the employee. If the break time cannot run

concurrently with rest and meal periods already provided to the employee, the break time will be unpaid. ~~coincide with the employee's paid rest time.~~

The City shall make a reasonable effort to provide the employee with the use of a room or other location (other than a ~~toilet stall~~bathroom) in close proximity to the employee's work area so that the employee may express milk in private. If the City is unable to provide a permanent lactation room, a temporary lactation location will be set up upon request and in compliance with the law.

~~40276~~.8 Workers' Compensation Leave

Employees ~~and volunteers~~ injured in the performance of their duties shall be eligible for all rights, privileges and compensations provided for under the City's workers' compensation plan.

~~40276~~.9 Leave for Victims of Violent Crimes or Domestic Violence ~~or Sexual Assault~~
An employee who has been the victim of a violent crime or domestic violence may take time off to:

1. Appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding;
2. Seek medical or psychological assistance; or
3. Participate in safety planning to protect against further assaults.

~~The City shall not discipline, discriminate or retaliate against an employee who is the victim of domestic violence or the victim of sexual assault and who takes time off to ensure his/her health, safety or welfare, or that of his/her child to:~~

- ~~1. Obtain a temporary restraining order, a restraining order, or other court assistance; or~~
- ~~2. Seek medical attention for injuries caused by domestic violence or sexual assault; or~~
- ~~3. Obtain services from a domestic violence shelter, program, or rape crisis center; or~~
- ~~4. Obtain psychological counseling related to an experience of domestic violence or sexual assault; or~~
- ~~5. Participate in safety planning and take other actions to increase safety from future domestic violence, including temporary or permanent relocation.~~

An affected employee must give the City reasonable notice that ~~he/she~~they are is required to be absent for a purpose stated above. In cases of unscheduled or emergency court appearances or other emergency circumstances, the affected employee must, within a reasonable time after the appearance, provide the City with written proof that the absence was required for any of the above reasons. Leave under this section is unpaid, except that an employee may be permitted to

~~use. An employee is permitted to use accrued leaves (such as vacation, compensatory time off, and/or sick leave consistent with City policy, or administrative leave; but not sick leave unless sick leave is otherwise consistent with the City's sick leave policy) when taking time off under the provisions of this Personnel Rule; otherwise, such time off shall be without pay.~~

26.10 Return from Leave

An employee who has been on a leave of absence due to injury or illness is expected to report to work upon being medically released to return to duty. This includes reporting when the employee has been released for modified duty. If an employee is released to return to modified duty, the City will determine if there is any modified duty available. If an employee is offered modified duty and he/she/they declines the offered work, the employee may be permitted to use accrued vacation or compensatory time off. The employee will not be permitted to use sick leave or administrative leave.

276.101 Failure to Return from Leave

Failure of an employee to return to work upon the end of any authorized or approved leave of absence will be deemed job abandonment under these Rules.

26.12 Holidays

Unless provided in a memorandum of understanding, written employment contract or pursuant to a resolution adopted by the City Council, no employee will receive paid holidays or additional compensation for performing work on a holiday.

26.13 Vacation Leave

Unless provided in a memorandum of understanding, written employment contract or pursuant to a resolution adopted by the City Council, no employee will accrue paid vacation.

~~Except in cases of emergency, employees must provide notice to their supervisor or the department head prior to utilizing leave under this policy.~~

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2987 Equal Employment Opportunity

The City is an equal opportunity employer. The City prohibits discrimination against employees or applicants for employment on the basis of race, religious creed, color, ancestry, national origin, sex, age, political opinion, physical disability, medical condition, sexual orientation, marital status or religious affiliation or any other basis protected by law. The City will afford equal employment opportunity to all qualified employees and applicants as to all terms and conditions of employment, including compensation, hiring, training, promotion, transfer, discipline and termination. Employees who believe they have experienced any form of employment discrimination are encouraged to report this immediately, using the complaint procedure in Rule 29.

28 Reasonable Accommodations

28.1 Accommodation of Individuals with Disabilities

The City recognizes and supports its obligation to reasonably accommodate job applicants and employees with disabilities who are able to perform the essential functions of the position, with or without reasonable accommodation. The City will provide reasonable accommodation to otherwise qualified job applicants and employees with known disabilities unless doing so would impose an undue hardship on the City or pose a direct threat of substantial harm to the employee or others.

An applicant or employee who believes he or she needs a reasonable accommodation of a disability should discuss the need for possible accommodation with the Human Resources ~~Manager~~Director or designee. Upon receiving an accommodation request, the City shall engage in a timely interactive process with the employee to identify possible reasonable accommodations.

28.2 Accommodation of Religious Beliefs and Practices

The City recognizes and supports its obligation to reasonably accommodate job applicants and employees with religious beliefs or practices who are able to perform the essential functions of the position, with or without reasonable accommodation. The City will provide reasonable accommodation to otherwise qualified job applicants and employees, unless doing so would impose an undue hardship on the City.

An applicant or employee who believes he or she needs a reasonable accommodation of a religious belief or practice should discuss the need for a possible accommodation with the Human Resources ~~Manager~~Director or designee.

29. Prohibition Against Harassment, ~~and~~ Discrimination, and Retaliation Policy and Complaint Procedure

29.1 Policy Statement

The City is committed to providing all employees, applicants, officers, officials, volunteers, interns and contractors with a workplace that is free from harassment, discrimination or retaliation from any individual as defined in this policy. The City does not tolerate and prohibits harassment, discrimination or retaliation on the basis of race, religious creed, color, sex, ~~religious creed~~, national origin, ancestry, gender, gender identity, gender expression, sexual orientation, marital status, age, disability, medical condition as defined by state law (cancer or genetic characteristic), military service and veteran status, pregnancy, childbirth and related medical conditions, or any other basis protected by applicable state, federal or local law. Any violation of this rule will lead to disciplinary action, up to and including termination. Discrimination, harassment and retaliation are also prohibited by law.

29.2 Rule Coverage

The City's rule against harassment, discrimination and retaliation prohibits elected officials, appointed officials, officers, employees, volunteers, interns and contractors from harassing or discriminating against applicants, officers, officials, employees, volunteers, interns, ~~and~~ contractors, and members of the public because: (1) of an individual's protected characteristic; (2) of the perception that an individual has a protected characteristic; or (3) the individual associates with a person who has or is perceived to have a protected classification.

~~3. Provide a basis for encouraging those who do business with the City to practice Equal Employment Opportunity.~~

29.3

29.1 Policy Statement

~~The City of Pittsburg strives to provide a professional work environment where all employees can work together comfortably and productively, free from harassment and discrimination. The City of Pittsburg ("City") prohibits harassment and discrimination based on a protected classification, regardless of whether that harassment is targeted specifically to an applicant for employment, an employee, or an independent contractor.~~

~~While the legal standards and consequences of harassment and discrimination continue to evolve, the City's policy has been and remains more all encompassing than the law requires. This is because the City's policy rests on the fundamental precept that each individual treat all others with respect, dignity and professionalism. Therefore, the City has a zero tolerance for any conduct that violates this policy.~~

~~Whether or not the individual means to offend or believed his or her comments or conduct were welcome is not significant. Rather, the City's policy is violated when other applicants~~

~~for employment, employees, or independent contractors, whether recipients or mere observers are, in fact, offended by comments or conduct based on a protected characteristic.~~

~~Our workplace is not limited to the City's facilities, but may also include client and vendor facilities, as well as anywhere a City business-related function is taking place.~~

~~Employees have an obligation to comply with this Harassment and Discrimination Policy and Complaint Procedure.~~

~~29.2~~ Definitions

~~29.2.1~~29.3.1 ——— Protected Classification Characteristic

~~Protected classification characteristic refers to an employee's includes race, religious creed, color, sex, religious creed, national origin, ancestry, gender, gender identity, gender expression, sexual orientation, marital status, age, disability, medical condition as defined by state law (cancer or genetic characteristic), military service and veteran status, pregnancy, childbirth and related medical conditions, or any other basis protected by applicable state, federal or local law race, color, religion, religious creed, sex or gender, sexual orientation (including heterosexuality, homosexuality, and bisexuality), national origin, ancestry, citizenship status, uniformed service member status, marital status, pregnancy, age, medical condition, genetic characteristics, and physical or mental disability.~~

~~28.2.2~~ ——— Policy Coverage

~~This policy prohibits employees or contractors from harassing or discriminating against applicants, employees, or contractors because: 1) of an individual's protected classification; 2) of the perception that an individual has a protected classification; or 3) the individual associates with a person who has or is perceived to have a protected classification.~~

~~29.3.2~~29.3.2 ——— Discrimination

~~This policy prohibits~~ Discrimination is defined as treating an individuals differently or granting a benefit to an individual because of the individual's protected classification as defined in this policy characteristic.

~~29.2.3~~29.4.3 ——— Harassment

Harassment is defined as unwelcome conduct that creates an intimidating, offensive or hostile work environment that interferes with work performance and which is taken because of any protected characteristic. Harassing conduct denigrates or shows hostility or aversion towards an individual because of a protected characteristic. Harassing conduct can be:

- Verbal, including slurs, jokes, insults, epithets, gestures or teasing;
- Graphic, including offensive posters, symbols, cartoons, drawings,

- computer displays, or e-mails; and/or
- Physical, including physically threatening another, blocking someone's way or touching.

Such conduct violates this rule, even if it is not unlawful. To ensure compliance with this rule, employees are expected to behave in a professional and respectful manner at all times. may include, but is not limited to, the following types of behavior that is taken because of a person's protected classification. Note that harassment is not limited to conduct the employer's employees take. Under certain circumstances, harassment can also include conduct taken by those who are not employees, such as elected officials, persons providing services under contracts, or even members of the public.

Speech, such as epithets, derogatory comments or slurs, and propositioning on the basis of a protected classification. This might include inappropriate comments on appearance, including dress or physical features, or dress consistent with gender identification, or protected characteristic-oriented stories and jokes.

Physical acts, such as assault, impeding or blocking movement, offensive touching, or any physical interference with normal work or movement. This includes pinching, grabbing, patting, leering, or making explicit or implied job threats or promises in return for submission to physical acts.

Visual insults, such as derogatory posters, cartoons, or drawings related to a protected classification.

29.3.4 Sexual Harassment

Sexual harassment can include harassing conduct as defined above, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal or physical conduct of a sexual nature. Examples of conduct that violates this policy include:

- Unwelcome sexual advances, flirtations, advances, leering, whistling, touching, pinching, assault, blocking normal movement;
- Requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
- Obscene or vulgar gestures, posters, or comments;
- Sexual jokes or comments about a person's body, sexual prowess, or sexual deficiencies;
- Propositions, or suggestive or insulting comments of a sexual nature;
- Derogatory cartoons, posters, and drawings;
- Sexually explicit emails or voicemails;
- Uninvited touching of a sexual nature;
- Unwelcome sexually-related comments;

- Conduct or comments consistently targeted at only one gender, even if the content is not sexual; or
- Teasing or other conduct directed toward a person because of the person's gender.

All such conduct is unacceptable in the workplace and in any work-related setting, such as work-related trips and work-related social functions, regardless of whether the conduct is engaged in by an employee, official, contractor, vendor, or other third-party.

29.3.5 Retaliation

Retaliation means adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy, or participated in the reporting and investigation process described below. "Adverse conduct" includes but is not limited to: shunning and avoiding an individual who reports harassment, discrimination or retaliation; express or implied threats or intimidation intended to prevent an individual from reporting harassment, discrimination or retaliation; and denying employment benefits because an applicant or employee reported harassment, discrimination or retaliation or participated in the reporting and investigation process described below.

~~Unwanted sexual advances, requests for sexual favors and other acts of a sexual nature, where submission is made a term or condition of employment, where submission to or rejection of the conduct is used as the basis for employment decisions, or where the conduct is intended to or actually does unreasonably interfere with an individual's work performance or creates an intimidating, hostile, or offensive working environment.~~

29DirectorM

~~29.3—Guidelines for Identifying Harassment~~

~~To help clarify what constitutes harassment in violation of this policy, use the following guidelines:~~

- ~~1. Harassment includes any conduct which would be "unwelcome" to an individual of the recipient's same protected classification and which is taken because of the recipient's protected classification.~~
- ~~2. It is no defense that the recipient appears to have voluntarily "consented" to the conduct at issue. A recipient might not protest for many legitimate reasons, including the need to avoid being insubordinate or to avoid being ostracized.~~
- ~~3. Simply because no one has complained about a joke, gesture, picture, physical contact, or comment does not mean that the conduct is welcome. Harassment can evolve over time. Small, isolated incidents might be tolerated up to a point. The fact that no one is complaining now does not preclude anyone from complaining if the conduct is repeated in the future.~~

- ~~4. Even visual, verbal, and/or physical conduct between two employees who appear to welcome it can constitute harassment of a third applicant, employee, or contractor who observes the conduct or learns about the conduct later. Conduct can constitute harassment even if it is not explicitly or specifically directed at an individual.~~
- ~~5. Conduct can constitute harassment in violation of this policy even if the individual engaging in the conduct has no intention to harass. Even well-intentioned conduct can violate this policy if the conduct is directed at, or implicates a protected classification, and if the individual of the recipient's same protected classification would find it offensive (e.g., gifts, over attention, endearing nicknames).~~

~~29.4 Retaliation~~

~~Any adverse conduct taken because an applicant, employee, or contractor has reported harassment or discrimination, or has participated in the complaint and investigation process described herein, is prohibited. "Adverse conduct" includes but is not limited to: taking sides because an individual has reported harassment or discrimination, spreading rumors about a complaint, shunning and avoiding an individual who reports harassment or discrimination, or real or implied threats of intimidation to prevent an individual from reporting harassment or discrimination. The following individuals are protected from retaliation: those who make good faith reports of harassment or discrimination, and those who associate with an individual who is involved in reporting harassment or discrimination, or who participates in the complaint or investigation process.~~

~~29.54~~ Complaint Procedure Reporting Procedures

An applicant, employee, officer, official or contractor who feels he or she has been harassed, discriminated against or retaliated against in violation of this Rule should report the conduct immediately to either a supervisor, a Department Head, the Human Resources Manager-Director or the City Manager. Any supervisor or Department Head who receives a complaint alleging a violation of this policy must in turn direct the complaint to the City Manager or designee who will determine what level of investigation and response is necessary.

The City will promptly investigate the facts and circumstances of any claimed violation of this Rule. To the extent possible, the City will endeavor to keep the reporting employee's concerns confidential. Complete confidentiality may not be possible in all circumstances due to the need to fully investigate potential violations of this Rule and take effective remedial action.

Upon receipt of a complaint of a potential violation of this Rule, the City Manager or designee will be responsible for coordinating a thorough investigation (unless he/she/they are/is named in the complaint). The City Manager or designee may coordinate the investigation with the complainant's Department Head and may hire an outside investigator if deemed appropriate. The type of investigation undertaken, and the party chosen to conduct the investigation will depend on the

nature of the complaint made and will be determined by the City Manager or designee. The City Manager or designee may take interim action, such as placing the alleged perpetrator on paid administrative leave or transferring the alleged perpetrator. If the complaint is made against the City Manager, the Mayor or the Mayor's designee will be responsible for coordinating the investigation.

During the investigation, the investigator will generally interview the complainant and the accused, conduct further interviews as necessary and review any relevant documents or other information. Upon completion of the investigation, the City shall determine if this policy has been violated based upon its reasonable evaluation of the information gathered during the investigation. The City will inform the complainant and the accused of the results of the investigation.

If it is determined that conduct occurred in violation of this Rule, the City will take corrective measures, if the City determines such measures are necessary. These measures may include, but are not limited to, counseling, suspension, or immediate termination. Anyone, regardless of position or title, who the City determines has engaged in conduct that violates this policy will be subject to discipline, up to and including termination.

29.5.1 Internal Procedure

~~If an individual believes that any City employee, vendor, client or other business contact has harassed, discriminated or retaliated toward him/her, then the individual should immediately report the incident to his/her supervisor and/or department head.~~

~~Employees are highly encouraged to report incidents of actual or suspected harassment or discrimination immediately! Early and/or prompt report will ensure that the workplace investigation will be more productive and fair to all parties and that initial or minor instances of harassment or discriminatory behavior are not allowed to escalate to more serious problems.~~

~~If the immediate supervisor, department head, Human Resources Director, or City Manager, then the individual should report directly to the Human Resources Director or member of the Human Resources Department.~~

~~If the individual feels uncomfortable about reporting to the Human Resources Director or member of the Human Resources Department, then the individual should report directly to the City Manager, who may refer the employee to his/her designee.~~

~~If the individual feels uncomfortable about reporting to his/her immediate supervisor, department head, Human Resources Director or member of the Human Resources Department, or City Manager, then the individual should report directly to a member of the City's "Collective Risk Management Team." (See below for details.)~~

~~If the individual feels uncomfortable about reporting to his/her immediate supervisor, department head, Human Resources Director or member of the Human Resources Department, City Manager, or a member of the City's "Collective Risk Management Team," then the individual should report through the "Employee Reporting Line."~~

~~The "Employee Reporting Line" is a confidential means for an employee to report workplace wrongdoing. An employee who utilizes this option shall not be required to provide his/her name but should provide enough information so that appropriate follow up action can be taken. The Employee Reporting Line shall be available 24 hours per day, seven days a week and managed by an independent third party. The independent third party vendor shall transcribe the individual's call (for employee's who telephone in their report) and send to the lead contact of the "Collective Risk Management Team" the transcription of phoned in reports or web-completed reports. The City Manager or designee shall publicize to all employees the Employee Reporting Line's telephone number and web address.~~

~~Any supervisor, including department heads, who sees or learns of conduct that may constitute harassment under this policy, shall immediately advise the Human Resources Director of the incident and actions taken. Supervisors shall also contact their divisional manager (command staff) or department head. If the supervisor or department head feels uncomfortable reporting to the Human Resources Director, then the supervisor or department head should report to the "Collective Risk Management Team."~~

~~“Collective Risk Management”: This is a process in which a team of employees manages workplace risk and wrongdoing when discovered. Workplace risk and wrongdoing include such items as harassment, discrimination, drug and alcohol abuse, violence, unsafe acts, and misrepresenting a workers’ compensation claim. The team members are individuals selected by the City Manager to receive and manage reports of alleged wrongdoing. The City Manager or designee shall publicize the names of the Collective Risk Management Team members.~~

~~The role of the Collective Risk Management Team is to receive reports of alleged workplace wrongdoing, to categorize the complaint into the type or types of wrongdoing, to assign the complaint as appropriate to either an internal or external individual for investigation, and to receive notification from the investigator that an investigation has been completed and that the investigator has notified the appropriate individuals (typically expected to be the Human Resources Director and the department head) as to the results of the investigation.~~

~~The Collective Risk Management Team is to maintain confidentiality of the allegation(s) of wrongdoing, investigation(s) and investigative report(s). That means, discussions are to occur with and among only those individuals who have a legitimate business need to know.~~

~~The role of the Collective Risk Management Team is not to conduct investigations, learn the results of investigations, or provide disciplinary action recommendations.~~

~~Because of the Peace Officer Bill of Rights, whenever a complaint involves a police safety employee, the Collective Risk Management Team shall refer the complaint to the Police Chief for his/her investigation and follow through. Should the complaint involve the Police Chief, or should the Collective Risk Management Team believe the Police Chief has a conflict of interest, whether real or perceived, then the Collective Risk Management Team shall solicit and abide by the opinion of the City Attorney’s Office as to the handling of the complaint.~~

~~Additionally, no member of the Collective Risk Management Team shall participate in any decisions of the Team when that member’s name is included in any verbal or written complaint or when either the Team member or the Collective Risk Management Team believes the member has a conflict of interest, whether real or perceived.~~

~~29.5.2 Human Resources Director’s Responsibilities~~

~~Upon receiving notification of a harassment, discrimination, or retaliation complaint, the Human Resources Director shall:~~

~~1. Authorize and supervise the investigation of the complaint and/or investigate the complaint. The investigation will include interviews with: a) the complainant; b) the accused harasser; and c) other persons who have relevant knowledge concerning the complaint.~~

~~2. Review the factual information gathered through the investigation to determine whether the alleged conduct constitutes harassment, discrimination or retaliation giving consideration to all factual information, the totality of the circumstances, including the nature of the conduct, and the context in which the alleged incident(s) occurred.~~

~~3. Report a summary of the determination as to whether violations of City policy occurred, including the complainant, the alleged harasser, and department head.~~

~~4. If violations of City policy occurred, the Human Resources Director shall work with the appointing authority or his/her designee to enact prompt and effective corrective action. The action will be commensurate with the severity of the policy violation and shall be governed by the applicable provisions of the City's Municipal Code, employee's collective bargaining agreement, or the City's Personnel Rules.~~

~~5. Take responsible steps to protect the complainant from further harassment, discrimination, or retaliation.~~

~~6. Take reasonable steps to protect the complainant from retaliation as a result of communicating the complaint.~~

~~29.5.3 Option to Report to Outside Administrative Agencies~~

~~An individual has the option to report harassment, discrimination or retaliation to the U.S. Equal Employment Opportunity Commission (EEOC) or the California Department of Fair Employment and Housing (DFEH). These administrative agencies offer legal remedies and a complaint process. The nearest offices are listed in the government section of the telephone book or employees can check the posters that are located on employer bulletin boards.~~

~~29.6 Confidentiality~~

~~Every possible effort will be made to ensure the confidentiality of complaints made under this policy. Complete confidentiality cannot occur, however, due to the need to fully investigate and the duty to take effective corrective action. As a result, confidentiality will be maintained to the extent possible.~~

~~An individual who is interviewed during the course of an investigation is prohibited from discussing the substance of the interview, except as otherwise directed by a supervisor or the Human Resources Director. Any individual who discusses the content of an investigatory interview will be subject to discipline or other appropriate sanction.~~

~~The City will not disclose a completed investigation report except as it deems necessary to support a disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or to comply with the law or court order.~~

~~29.75~~ 29.75 Dissemination of Policy

All City officials, officers, employees, volunteers and interns -shall receive a copy of this policy when they are hired. The policy may be updated from time to time

and, as such times, will be redistributed to all employees.

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3040 Workplace Violence Policy

30340.1 Policy Statement

The City is committed to providing a safe and secure workplace for employees. The City will not tolerate intimidating behavior, bullying, or acts or threats of violence in the workplace or while on City business from any individual. This rule applies to all City employees, officers, elected officials, volunteers and contractors. Any violation of this rule will lead to disciplinary action, up to and including terminations.

~~recognizes that workplace violence is a concern among employers and employees across the country. The City is committed to providing a safe, violence-free workplace. In this regard, the City strictly prohibits employees, consultants, customers, visitors, and anyone else on City premises or engaging in a City-related activity from behaving in a violent or threatening manner. Moreover, as part of this policy, the City seeks to prevent workplace violence before it begins and reserves the right to deal with behavior that suggests a propensity towards violence even prior to any violent behavior occurring.~~

30340.2 Definitions

340.2.1 Assault

Assault is defined as attacking someone physically or verbally, causing bodily or emotional injury, pain, and/or distress. This may or may not involve the use of a weapon and includes actions such as: striking, hitting, punching, pushing, poking, kicking, grabbing, or pinching another person.

340.2.2 Bullying

Bullying is defined as unreasonable behavior that generally is persistent, and that demeans, intimidates and humiliates one or more employees or member of the public. Bullying can take many forms and includes, but is not limited to: slandering, ridiculing or maligning a person or his/her/their family; persistent name calling which is hurtful, insulting or humiliating; using a person as the butt of jokes, verbal assault, making non-verbal threatening gestures, and socially or physically excluding or disregarding a person in work-related activities. Such conduct can also occur via use of electronic or telephone communications, such as the internet, email, blogs, text messages, or misuse of cameras and/or recording equipment.

340.2.3 Intimidating Behavior

Intimidating behavior is defined as threats or other conduct that is intended to or can reasonably result in causing others to be afraid for their safety. Intimidation includes forcing a person into or deterring a person from taking some action by inducing concerns for their safety by means of any physical action, gesture and/or verbal comment.

340.2.4 Prohibited Weapon

The phrase “prohibited weapon” means

- Any loaded or unloaded firearm, even if the person has a valid permit for a concealed weapon.
- Any dangerous weapon such as switchblade knives, clubs, or metal knuckles.
- All knives with a fixed or fixable blade exceeding four (4) inches.
- BB or pellet guns, CO2 or spring action, spot marker or paint guns.
- Laser guns, stun guns, tasers, or unauthorized tear gas weapons, except that pepper spray, mace and similar small spray devices may be possessed for self-defense pursuant to Penal Code section 12403.7.
- Any “generally prohibited weapon” as defined by Penal Code Section 16590.

340.2.5 Threat

A threat is defined as any action (verbal, written or physical) that could be interpreted by a reasonable person as conveying intent to cause harm to a person or property. This includes threats that are made in jest but which others could perceive as serious.

340.2.6 Violence

Violence is defined as an action, whether verbal, written, or physical aggression, that is intended to cause, or is capable of causing injury to oneself or another, emotional harm, or damage to property.

340.2.7 Workplace

Workplace is defined as anywhere a City employee is conducting authorized City business, including but not limited to, vehicles en route to and from a location where City business is, will be, or has been conducted; all City-owned buildings, properties, garages, and parking facilities; and any work space occupied by City employees, whether or not the space is owned or leased by the City.

340.3 Prohibited Behavior

All employees, officials, officers, volunteers and City contractors are required to treat each other and customers with dignity and respect. To that end, all employees, officials, officers, volunteers and City contractors are prohibited from engaging in any of the following conduct in the workplace:

1. Assaulting or threatening another person.
2. Engaging in violence or making threats of violence directed at another person.
3. Engaging in intimidating behavior directed at another person, including but not limited to loud, disruptive, or angry behavior or language.

4. Engaging in bullying of another person.
5. Intentionally damaging City property or the property of another.
6. Threatening to damage City property or the property of another.
7. Throwing or kicking objects.
8. Fighting or challenging another person to a fight.
9. Being in possession of a prohibited weapon at any City workplace or in connection with the conduct of City business without regard to location, except that that this prohibition shall not apply to any law enforcement officer or other City employee who is required by the City to carry one or more prohibited weapons in order to perform the duties of his or her position so long as the prohibited weapon is only used as authorized and in the performance of the employee's official duties.
10. Violating any law related to carrying a legal self-defense weapon.

Workplace Violence Defined

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

- ~~1. The actual or implied threat of harm to an individual, group of individuals, or relatives of those individuals. These threats may be made in person, over the telephone, through the mail, or by electronic communication.~~
- ~~2. The possession, on City property (including but not limited to City offices, work locations, City owned and City leased vehicles, and parking lots) or while conducting City business a weapon of any kind, unless specifically authorized by the Police Chief, or the brandishing of any object which could reasonably be construed as a weapon.~~
- ~~3. Loud, disruptive or angry behavior or language that is clearly not part of the typical work environment.~~
- ~~4. Blatant or intentional disregard for the safety or well-being of others.~~
- ~~5. Willful destruction of City or personal property.~~
- ~~6. Commission of a violent felony or misdemeanor on City property.~~
- ~~7. Any other act that a reasonable person would perceive as constituting a threat of violence.~~

30310.34 Reporting Procedures for Responding to Acts of Workplace Violence

340.4.1 Immediate Steps

If an act or altercation constitutes an emergency – **CALL 911 IMMEDIATELY.** After the authorities have been contacted, immediately contact a supervisor, Department Head, ~~the~~ Human Resources Department or ~~the~~ City Manager. In situations that are not emergencies, employees should contact their immediate supervisor, ~~or~~ Department Head, Human Resources Department, or City Manager. All reports of potential violations of this rule must be reported to the Human Resources Department.

Employees responding to an actual or potential act of violence should do their best to remain calm and not escalate the situation. Employees should not try to shout down the other person or make any aggressive moves towards the other person. ~~Except for authorized law enforcement personnel, employees should not including but not limited to, unnecessary use of defensive sprays or defensive weapons or take any unnecessary action that may result in injury to themselves or others.~~

~~If any employee observes or becomes aware of any of the above-listed actions or behavior by an employee, customer, consultant, visitor, or anyone else, he/she should immediately call the Police Department by dialing 9-1-1. The Police Department will notify the Human Resources Director upon the receipt of any reported workplace violence.~~

~~Further, employees should notify the Police Department and the Human Resources Director if any restraining order is in effect, or if a potentially violent nonwork-related situation exists that could result in violence in the workplace.~~

30340.4.2 Investigation

Upon receipt of a report of a potential violation of this policy, the Human Resources Department shall immediately undertake or direct an investigation into the allegations at issue. The investigation will typically include, but may not be limited to, interviews with reporting individual, the accused, and any other individual who are believed to have relevant knowledge concerning the allegations. All ~~reports~~ of workplace violence will be taken seriously and will be investigated promptly and thoroughly. ~~In appropriate circumstances, the City will inform the reporting individual of the results of the investigation. To the extent possible, the City will~~ witnesses will be ~~maintain the confidentiality of the admonished that reporting employee and the investigation but may need to disclose results in appropriate circumstances; for example, in order to protect individual safety. The City will not tolerate retaliation against those who participate participate in the investigation process is prohibited.~~ any employee who reports workplace violence.

30340.54.3 Corrective Action and Discipline

If the City determines that workplace violence has occurred, the City will take appropriate corrective action and will impose discipline on offending employees, up to and including dismissal from employment.

~~If the violent behavior is from a non-employee, the City will take appropriate corrective action in an attempt to ensure that such behavior is not repeated.~~

~~Under certain circumstances, the City may forego disciplinary action on the condition that the employee takes a medical leave of absence. In addition, the City may request that the employee participate in counseling, either voluntarily or as a condition of continued employment. Any employee determined to have violated this rule will be subject to appropriate disciplinary action, up to and including termination. Disciplinary action may also be taken against any employee who knowingly condones or ignores a potential violation of this policy or otherwise fails to take appropriate action to enforce this rule. Any contractor found to be responsible for violating this rule will be subject to appropriate sanctions.~~

340.5 Protective and Restraining Orders

~~The City reserves the right to seek a “stay away” or restraining order against any person who violates this policy to the fullest extent allowed by law. The City may also seek a restraining order against individuals who are not City employees who pose a threat to City employees or others conducting business on City property.~~

~~Employees who have previously sought a restraining order against an individual and/or are protected by an existing order, should provide to their Department Head and the Human Resources Department: (1) a copy of the petition or application and declarations used to seek the order; (2) a copy of any temporary protective or restraining order which is granted; and (3) a copy of any protective or restraining order which is made permanent. Employees should inform the Human Resources Department or their Department Head of any violations or attempted violations of the order and any changes to the order. Employees must also inform their Department Head and the Human Resources Department when the order is lifted.~~

340.6 Searches

~~The City may need to conduct inspectionssearches for purposes of enforcing this policy, to the extent allowed by law. The discovery of any violation of this policy during a search will result in disciplinary action, up to and including termination. The discovery of any violation of any other City policy as a result of a search will also result in disciplinary action, up to and including termination. Any illegal activity discovered during a search is subject to referral to the appropriate law enforcement authorities.~~

340.7 Responsibilities

340.7.1 Individual Employees, Contractors and Volunteers

~~Every City employee, official, officer, appointed officer, contractor and volunteer is required to:~~

1. Conduct him or herself consistently with this workplace security rule and refrain from engaging in any threatening or bullying behavior in the workplace;
2. Refrain from engaging in any acts of violence in the workplace;
3. Immediately report any potential violation of this policy to a supervisor, Department Head, [Human Resources Department](#), and/or the City [AttorneyManager](#). Failure to report any known threats, acts of violence or other violation of this policy may result in disciplinary action.
4. Report to their supervisors, Department Head, [Human Resources Department](#), and/or City [AttorneyManager](#), any situations that occur outside the work place which may affect work place security (e.g., instances where protections orders have been issued, threats occurring outside the workplace, physical violence by a co-worker or any individual that could impact the workplace.)
5. Cooperate with any investigation into potential violations of this policy conducted by the City by responding fully and truthfully to all questions posed during the investigation; and
6. Maintain the confidentiality of any investigation conducted by the City under this policy by not disclosing the substance of any investigatory interview, except as directed by their Department Head or with official legal and/or union representation as allowed under local, state or federal laws.

340.7.2 Elected and Appointed Officials, Department Heads, Managers and Supervisors

In addition to the responsibilities listed above for all employees, all elected officials, appointed officials, officers, ~~d~~Department ~~h~~Heads, managers and supervisors are responsible for the following:

1. Be familiar with this policy and model behavior that is consistent with it;
2. Inform all employees, contractors and volunteers under their direction of this policy and its complaint procedure;
3. Immediately report any potential violation of this policy to the [Human Resources Department](#) and/or City [AttorneyManager](#);
4. Receive complaints that allege violations of this policy in a fair and serious manner, document steps taken to resolve the problem, and follow up with the complaining employee to ensure that the employee feels safe and there has been no further violation of this policy;
5. Ensure compliance by employees, contractors and volunteers under their direction with the provisions of this policy;
6. Implement appropriate disciplinary action based upon the findings of any investigation conducted pursuant to this policy;
7. Regularly monitor the work environment and take immediate and appropriate action to potential and actual violations of this policy; and
8. Participate in periodic training and schedule employees for training.

340.8 Record Keeping

The Division of Occupational Safety and Health (known as CalOSHA) requires entry on the Injury Illness Log of any injury which requires more than first aid, is a lost time injury, requires modified duty or causes loss of consciousness. Assaults should be entered on the log and any required reports shall be kept of each recorded assault.

31.2.1 Alcohol and Drug-Free Workplace

31.2.1.1 Policy Statement

The City is committed to ~~protecting the~~ providing a safe and healthy ~~and safety of its employees and the public~~ work environment for employees. It is also the City's goal to provide the best service possible to the public. To achieve these goals, the City is committed to providing an alcohol and drug-free workplace. The City has adopted this policy governing ~~about~~ the use, possession and sale of drugs and alcohol by its employees.

This policy prohibits the manufacture, use, possession, distribution, trade, and/or offer for sale of alcohol, illegal drugs or intoxicants. ~~This policy is intended to apply whenever anyone is representing or conducting business for the City.~~ This policy applies during all working hours, lunch hours and whenever conducting business or representing the City, while on-call, on-standby, and on or off City property including vehicles. This policy applies to any individual who conducts business for the City, is applying for a position with the City, or conducts business on the City's property. This policy also applies to all City employees, appointed and elected officials, volunteers, interns, consultants, contractors, and those under the control of contractors.

~~The City is also committed to promoting efficiency in the workplace and to providing the highest quality services for the public.~~

31.2 Prohibited Substances

31.2.1 Alcohol

Employees may not use, be under the influence, or possess alcohol under any of the following circumstances: while on City property, while performing their duties (whether or not on City property) or ~~at any~~ while on City time when alcohol would impair, to any extent, the employee's ability to perform ~~his/her~~ their duties or to operate any City equipment. "Alcohol" is defined as the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols, including methyl or isopropyl alcohol.

31.2.2 Drugs or Controlled Substances

No employee shall possess, use, sell, transfer, manufacture, purchase or transport drugs or attempt to do so or report to work with drugs in his or her system. No employee shall possess, use, sell, transfer, manufacture, purchase or transport prescription drugs, or attempt to do so, or report to work with prescription drugs in his or her system, unless the prescription drug has been lawfully prescribed to the employee. "Drug" or "drugs" are defined as any controlled substance that is not legally obtainable under State or Federal law, or a prescription drug obtained or used without benefit of a prescription by a licensed physician. "Drug" or "drugs" includes medicinal or recreational marijuana, regardless of whether the marijuana was lawfully obtained under State law.

31.2.3 Prescription Drugs

No prescription drug shall be possessed or used by an employee other than the employee for whom the drug is prescribed by a licensed medical practitioner. A prescription drug shall be used only in the manner, combination, and quantity prescribed. "Prescription drug" is defined as any substance that can be lawfully obtained or possessed pursuant to a prescription by a licensed physician. **Prescription drug does not include medicinal marijuana.**

Employees shall ask the prescribing physician and/or in the case of a medication available over-the-counter, review product packaging, to determine whether the use of a prescription drug or over-the-counter medication may impair their ability to perform normal job duties or to safely operate City equipment. An employee taking any over-the-counter medication or prescription drug marked "do not drive," "do not operation heavy equipment," or similarly labeled, shall inform the appropriate supervisor or the Human Resources Department of the use of the medication or drug prior to reporting for duty. When informing a supervisor and/or the Human Resources Department, the employee should not identify the **name of the** medication being used or the reason for its use.

The City will then evaluate and respond to this information on a case-by-case basis. The appropriate supervisor, in conjunction with the Human Resources Department, shall determine whether the employee may work, full duty or light duty, based on the written opinion of the employee's medical provider that the use of the medication may impair the employee's ability to perform specific duties. Upon determination that an employee is unable to safely perform his or her normal duties, or that a modified work assignment is not available, an employee may be directed not to work and to return home on paid leave or other leave as appropriate. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from a qualified treating physician may be required.

An employee's failure to provide any notice required under this section in a timely manner can result in discipline, up to and including termination.

31.3 Prohibited Conduct

City employees and officials are prohibited from the following acts:

1. Being under the influence of, or in possession of alcohol, drugs, or controlled substances when reporting for work.
2. Ingesting, injecting, or otherwise using alcohol, drugs, or controlled substances while performing job duties, except in accordance with Section 6.13-231.2.3 above regarding prescription drugs and/or over-the-counter medications where applicable.
3. Being under the influence of alcohol, drugs, or any controlled substances while subject to being called to duty, including stand-by time.

4. Performing a safety-sensitive function within four hours of using alcohol or while using alcohol.
5. Directly, or through a third party, manufacturing, selling, distributing, dispensing, otherwise attempting to manufacture, sell, or distribute alcohol, drugs, or controlled substances during work hours, including rest breaks, or while on City property.
6. Use of City property or premises to manufacture, sell, or distribute alcohol, drugs, or controlled substances;
7. Absence or tardiness as a result of having been under the influence of alcohol, drugs, or uncontrolled substances during non-work time.
8. Refusing to submit immediately to any alcohol, drug, or controlled substance test required by this Policy when directed by the City. Refusal includes but is not limited to:
 - a. A refusal to provide a urine sample for testing;
 - b. An inability to provide a urine sample without a valid medical explanation;
 - c. A refusal to complete and sign a testing authorization form;
 - d. An inability to provide breath or to provide an adequate amount of breath without a valid medical explanation;
 - e. Tampering with or attempting to adulterate or substitute a urine specimen;
 - f. Not reporting to the collection site in the time allotted by the supervisor or manager who directs the employee to be tested;
 - g. Obstructing the collection procedure or testing process in any way; or
 - h. Leaving the scene of an accident involving a City vehicle or during working hours without a valid reason as to why authorization from a supervisor or manager was not obtained.
9. Consuming alcohol, ~~drugs, or controlled substances~~ during the eight hours immediately following an accident or ~~drugs or controlled substances~~ during the thirty-two hours immediately following an accident in which the employee was involved, or until the employee undergoes a post-accident alcohol or drug test, whichever occurs first.
10. Refusal to submit to a search of personal properties when directed by the City, upon reasonable suspicion and in accordance with any applicable laws.~~In keeping with these commitments and in recognition of the harmful effects of the abuse of alcohol and drugs, the City requires that all employees report for work fit to perform their jobs and prohibits the use, possession, manufacture or distribution of alcohol, illegal drugs or controlled substances while at work or in a manner that will affect their work performance.~~

Whenever the City has reason to believe that Federal, State or local drug laws are being violated, the City may refer the matter to the appropriate law enforcement agency for investigation and possible criminal prosecution.

31.4 Conviction of a Drug Statute

To fulfill its obligations under the Federal Drug-Free Workplace Act of 1988, the City requires that any employee who is convicted of any criminal drug statute, for a violation occurring in the workplace, provide written notice of that conviction to the City Manager no later than five (5) calendar days after the conviction. In case of such conviction, the City may take appropriate personnel action up to and including termination or require the employee to satisfactorily participate in and complete a substance abuse assistance or rehabilitation program. Any employee who fails to provide this notice will be subject to discipline, up to and including termination.

The City shall encourage employees affected by substance abuse or addiction to seek professional help voluntarily at an early stage. However, if an employee is found to be using or under the influence of alcohol or drugs in the workplace, the employee ~~will be required to participate in an alcohol or drug abuse assistance or rehabilitation program and/or~~ will be subject to appropriate disciplinary action, up to and including ~~dismissal~~termination.

31.25 City Responsibilities Pre-Employment Testing

The City ~~has a special need to~~ requires certain job applicants to take a drug and alcohol test after a conditional job offer has been given. Those applying for certain positions within the City, including jobs classified by the City as safety-sensitive positions, may be required to take and pass a mandatory drug and alcohol test as soon as practical following their acceptance of an offer of employment that is conditioned upon passing a pre-employment physical and/or drug/alcohol test.

Any external job applicant who refuses to submit to testing, or attempts to tamper with or adulterate a test sample, will be considered to have refused to participate in the testing process and shall not be hired. In addition, the applicant will not be considered for employment for a safety-sensitive position for one year from the applicant's refusal to participate in the testing process.

Any external job applicant who tests positive for drugs and/or alcohol or unauthorized prescription drug use shall not be hired. In addition, the applicant will not be considered for employment for a safety-sensitive position for one year from the applicant's last positive drug test as stated in recruitment and selection documentation.

31.6 Reasonable Suspicion Testing

If a trained Department Head or supervisor has reasonable suspicion to believe that a City employee is under the influence of alcohol and/or controlled substances in violation of this policy, ~~after consultation with the City Manager or the Human Resources Director, and upon prior approval by the City Manager,~~ the trained Department Head or supervisor may require the employee to submit to an alcohol and/or drug test. ~~An employee's refusal to submit to such a test is cause for~~

discipline, up to and including termination.

The decision to require an employee to submit to a reasonable suspicion alcohol and/or drug test shall be based on a trained individual's determination that reasonable suspicion exists that the employee is in violation of this policy. The determination must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, and speech or body odors of the employee. Such observations can include the employee's activity or inactivity, equilibrium, attention span, mental and physical reactions, slurring of speech, physical or verbal altercation, unfocused vision, odor of intoxicants on the breath or clothing of the employee or information obtained from a reliable person with personal knowledge of the work or other conduct or behavior of the employee which would lead a reasonable person to believe, based on observation, that the employee is under the influence of drugs and/or alcohol. The observations may also include indications of the chronic or withdrawal effects of controlled substances. If possible, the Department Head or supervisor will obtain the assistance of another trained individual or witness to observe and document the above behavior factors.

The Department Head or supervisor shall arrange to safely transport employees who refuse to submit to testing home. If the employee refuses to accept the arrangements to transport the employee home, or if the employee insists on driving his/her own vehicle, and, in the trained individual's judgment, the employee is not in a condition to operate a vehicle safely, the Department Head or supervisor has the discretion to summon law enforcement or medical assistance to assist in the safe transport of the employee off City property.

Pending the outcome of an alcohol or drug test, an employee will be assigned to appropriate duties until test results are received unless, in the Department Head's judgment, the continued presence of the employee at a City workplace poses a significant safety risk to himself/herself, other City staff or members of the public, or is disrupting the workplace. In that event, the Department Head or designee shall arrange to safely transport the employee home and the employee shall be placed on paid administrative leave pending receipt of test results.

The Department Head or supervisor who observes the employee's behavior on which reasonable suspicion testing is based must have received at least 60 minutes of training on alcohol abuse and an additional 60 minutes of training on controlled-substances abuse. The training must cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances. The person who decides that reasonable suspicion exists to conduct a controlled substance test shall not conduct the controlled substance test of the employee.

If an alcohol test is not conducted within two hours of the observation, the Department Head must prepare and maintain a record stating the reasons the

alcohol test was not promptly administered. No alcohol test may be administered if eight hours have passed following the observation.

A written record must be made of the observations leading to a controlled substance reasonable suspicion test, and signed by the supervisor or Department Head who made the observations, within 24 hours of the observed behavior or before the results of the controlled substances test are released, whichever is earlier.

31.7 Post-Accident Testing

Post-accident drug and alcohol testing ~~will~~may be conducted on employees following an accident. An "accident" is defined as an occurrence involving a City vehicle, a private vehicle being driven on City business, or operation of power equipment that results in 1) a fatality; 2) injury to a person requiring immediate treatment at a medical facility, except for minor injuries such as muscle strains, sprains, minor lacerations, or abrasions; 3) receipt of a citation under State or local law for a moving traffic violation arising from the accident; or 4) disabling damage to any vehicle licensed for operation on a public roadway.

An employee shall notify ~~his/her~~their supervisor (or any on-duty supervisor if ~~his/her~~their supervisor is not on duty or not available) and ~~his/her~~their Department Head immediately following an accident. The employee shall refrain from using alcohol for eight hours following the accident or until ~~thate~~ employee undergoes a post-accident alcohol test or a supervisor determines that a post-accident alcohol test is not required as provided below. Any employee leaving the scene of an accident without appropriate authorization prior to submitting to an alcohol or drug test or without being released by the supervisor will be considered to have refused the test. If all efforts to contact a supervisor while at the scene of an accident have been exhausted and have failed, the employee should contact police dispatch to request law enforcement assistance and, upon clearance by law enforcement, report back to City Hall and remain there until a supervisor, Department Head or the City Manager have been contacted.

The supervisor at the site of an accident should:

1. Attend to any emergency needs of any injured persons.
2. Take the employee involved in the accident aside and give the employee a direct verbal order to stand by at the site until the supervisor has determined if the accident is one requiring a post-accident alcohol or drug test.
3. Evaluate the accident to determine whether a post-accident test is required under this policy and document with written notes the supervisor's decision to require or to not require a post-accident drug or alcohol test.

If the supervisor at the accident site affirms that a post-accident alcohol or drug test of the employee is required, the supervisor should take the following steps:

1. Inform the employee that the test is required by this policy.
2. Arrange for transport of the employee to the designated collection site to take the necessary tests. The person transporting the employee will stay with the employee, verify the employee's identification at the collection site, and later return the employee to the employee's reporting station.
3. Ensure that the employee does not perform any safety-sensitive duties until the employee is cleared by the post-accident test results. The supervisor should ensure that the employee involved in the accident does not operate the vehicle any further. If necessary, the supervisor will move the vehicle or request another employee not involved in the accident to do so.

If the supervisor at the site of the accident determines that the accident does not meet the criteria for a post-accident alcohol or drug test, the employee may continue to perform his/her/their job duties.

If an employee is taken into police custody at the site of an accident and tested for being under the influence of alcohol and/or a controlled substance, and the site supervisor has affirmed that the accident is one requiring post-accident alcohol and/or drug testing, the City will rely on the results of the police tests in lieu of additional alcohol and drug test administered by the City.

If a post-accident test is required, the employee will be tested as soon as possible. Testing should be completed within two hours where feasible and should not exceed eight hours for an alcohol test and thirty-two hours for a drug test.

If a post-accident alcohol test is not administered within two hours following the accident, the supervisor shall prepare and maintain on file a record stating the reasons the test was not promptly administered. If the alcohol test is not administered within eight hours, the City shall cease attempts to administer an alcohol test and shall prepare and maintain the same record.

If a post-accident drug test is not administered within 32 hours following the accident, the City shall cease attempts to administer a drug test and shall prepare and maintain on file a record stating the reasons the test was not properly administered.

1. The City shall publish and distribute the Alcohol and Drug-Free Workplace Policy notifying employees that unlawful manufacture, distribution, dispensation, possession or use of alcohol, illegal drugs or controlled substances is prohibited.
2. The City shall publish and distribute the Alcohol and Drug-Free Workplace Policy notifying employees that if they are found to be using or under the influence of alcohol or drugs in the workplace, they will be required to

~~participate in an alcohol or drug abuse assistance or rehabilitation program and/or will be subject to appropriate disciplinary action up to and including termination.~~

- ~~3. The City shall publish and distribute the Alcohol and Drug-Free Workplace Policy notifying every employee who works on a state contractor grant that they must abide by the Drug-Free Workplace Policy as a condition of employment on the contract or grant.~~
- ~~4. The City shall establish an Alcohol and Drug-Free Awareness Program to inform current and new employees of the following:~~
 - ~~a. The dangers of alcohol and drug abuse in the workplace.~~
 - ~~b. The City's policy of maintaining an alcohol and drug-free workplace.~~
 - ~~c. Any available counseling, rehabilitation and employee assistance programs.~~
 - ~~d. Penalties that may be imposed upon employees for alcohol or drug abuse violations.~~

~~31.3 Employee Responsibilities~~

- ~~1. An employee must not report to work or be subject to duty while his/her ability to perform job duties is impaired due to on or off duty alcohol or drug use.~~
- ~~2. An employee must not possess or use alcohol or impairing drugs (illegal drugs and/or prescription drugs without a prescription) during working hours or while subject to duty, on breaks, during meal periods, or at anytime while on City property.~~
- ~~3. An employee directly or through a third party, must not sell or provide drugs or alcohol to any person, including any employee, while either employee or both employees are on duty or subject to being called.~~
- ~~4. An employee must notify his/her supervisor, before beginning work, when taking any medications or drugs, prescription or non-prescription, which may interfere with the safe and effective performance of duties or operation of City equipment.~~

31.8 Department of Transportation Testing for Safety Sensitive Positions

In addition to the above requirements, applicants for and employees in safety-sensitive positions, as defined by the Department of Transportation, shall be

subject to pre-employment, reasonable suspicion, post-accident, random and other testing as required under federal law. The City Manager or designee is responsible for overseeing the City's compliance with Department of Transportation regulations for the drug and alcohol testing of safety-sensitive employees. Employees in safety-sensitive positions will be provided with a copy of the City's ~~drug and alcohol policy~~administrative order for alcohol and drug testing requirements for commercial motor vehicle driverssafety-sensitive positions.

32 — Alcohol and Controlled Substances Testing

32.1 — Purpose

~~The City is committed to providing the following: a safe work environment for employees, the fostering of the well-being and health of its employees, a work environment which reduces to the extent possible risk to City employees and the general public (with concomitant risk of liability to the City), and the appearance to the public of an alcohol-free and drug-free work force. The City is also required, when it receives State and/or Federal grant funds, to enforce the State and/or Federal Drug-Free Workplace Acts (California Government Code Section 8350 et seq., and 41 U.S.C. Chapter 10, respectively). Those commitments and responsibilities are jeopardized when an employee: 1) uses alcohol or controlled substances during working hours; 2) comes to work under the influence of alcohol or a controlled substances; or 3) engages in the use, possession, manufacture, dispensing, distribution, or sale of alcohol or a controlled substance in the workplace. Therefore, the City has established the policy set forth herein.~~

~~It is the goal of this policy to balance respect for individuals with the need to maintain a safe, productive, and drug-free workplace and to comply with State and Federal Drug-Free Workplace legislation as well as legislation governing testing to detect and deter the use of alcohol and controlled substances. The City intends to offer a helping hand to those who need it, while sending a clear message that the use or possession, or impairment of job performance by the use of, controlled substances and/or alcohol in the workplace is incompatible with any employment by the City. The City has determined, if drivers operating motor vehicles use alcohol or controlled substances, it creates a situation where their employment constitutes a direct threat to the property or safety of the City and the citizens of Pittsburg.~~

~~Employees and applicants who are covered by this policy will be requested, under Federal Department of Transportation ("DOT") Policy Guidelines, to test for drug or alcohol misuse. Refusing to take or failing a drug or alcohol test for trainees in a covered position or pre-employment drug or alcohol testing will prevent the person from being considered for the covered position. An employee who refuses or fails a drug or alcohol test may not perform the duties of a covered position.~~

~~This policy is intended to summarize federal regulations for covered safety drivers and individuals performing safety sensitive job functions. This policy is not a substitute for the applicable regulations and in cases of conflict, the applicable federal regulations shall govern. Questions regarding application of this policy should be referred to the Human Resources Director or the City Attorney.~~

32.2—Scope

This policy applies to all contractors, employees, and volunteers of the City, and refers to alcohol and all substances, legal or illegal, that have the capacity to impair an individual's ability to effectively and safely perform the functions of his/her job.

This Table is for Informational Purposes Only This Policy Applies To:			
	Safety Drivers	Safety Sensitive Positions	All Others
32.4—Prohibited Conduct	X	X	X
32.5—Disciplinary Actions for Violation of this Policy	X	X	X
32.6—One-Time Disciplinary Waiver	X	X	X
32.7—Conviction Under a Drunk Driving or Criminal Drug Statute	X	X	X
32.8—Employee Assistance	X	X	X
32.9—Reasonable Suspicion Testing	X	X	X
32.10—Random Testing Requirements	X	X	
32.11—Post-Accident Testing	X	X	
32.12—Refusal to Submit to Testing Procedures	X	X	X

32.3—Definitions

32.3.1—Alcohol Use: As used in this policy, the term “alcohol use” means the consumption of any beverage, mixture, or preparation, including any medication containing alcohol.

32.3.2—Collection Site: As used in this policy, the term “collection site” means a place where individuals present themselves for the purpose of providing body fluid or tissue samples to be analyzed for specific controlled substances and/or alcohol.

32.3.3—Contractor(s): As used in this policy, the term “contractor(s)” shall include individuals under contract with the City to provide goods or services. The term “contractor” shall include owners, agents, subcontractors, and employees of any entity (corporation, partnership, sole proprietorship, et cetera) under contract with the City to provide goods or services. This policy applies to contractors while performing activities under a contract.

32.3.4—Controlled Substance: As used in this policy, the term “controlled substance” shall mean those controlled substances set forth in 49 C.F.R.

~~§40.85 including marijuana metabolites, cocaine metabolites, amphetamines, opiate metabolites and phencyclidine (PCP).~~

~~32.3.5 Conviction: As used in this policy, the term “conviction” shall mean a finding of guilt (including a plea of nolo contendere) or imposition of a sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.~~

~~32.3.6 Criminal Drug Statutes: As used in this policy, the phrase “criminal drug statutes” shall mean a federal or state criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.~~

~~32.3.7 Days: As used in this policy, the term “days” shall mean calendar days, unless otherwise stated.~~

~~32.3.8 Employee(s): As used in this policy, the term “employee(s)” shall include all individuals employed by the City and all individuals employed by a joint powers authority and working at City workplaces.~~

~~32.3.9 Federal Testing Requirements: As used in this policy, the phrase “federal testing requirements” means the requirements set forth in 49 C.F.R. part 40 and 49 C.F.R. part 391, subpart H and any other applicable federal regulations.~~

~~32.3.10 Illegal Drugs: Illegal drugs shall include the unlawful use of controlled substances and the unlawful use of prescription medication.~~

~~32.3.11 Medical Review Officer: As used in this policy, the term “Medical Review Officer” shall mean a licensed doctor of medicine or osteopathy with knowledge and clinical experience of drug and alcohol abuse disorders, including detailed knowledge of alternative medical explanations for laboratory confirmed results, that is employed or used by the City to conduct drug and alcohol testing in accordance with this policy.~~

~~32.3.12 Post-Accident Testing: As used in this policy, the phrase “post-accident testing” means the testing of a driver after an accident if any of the following occurs: (1) a fatality; (2) the driver receives a citation for a moving traffic violation arising from the accident (within eight hours for alcohol testing or thirty-two hours for controlled substances testing); (3) there is reasonable cause to believe either that the driver has been operating a motor vehicle while under the influence of drugs or alcohol, or that the driver was at fault in the accident and drug or alcohol use may have been a factor; (4) an individual required on-site medical care and/or medical transport; and (5) disabling damage to any involved vehicles.~~

~~32.3.13 — Random Selection Process: As used in this policy, the phrase “random selection process” means that drug and alcohol testing is unannounced and that every person has an equal chance of being selected for testing.~~

~~32.3.14 — Reasonable Cause: As used in this policy, the term “reasonable suspicion or cause” means that a supervisor has a reasonable suspicion or belief that an employee is under the influence of alcohol or drugs. Reasonable suspicion or cause must be based on specific, contemporaneous, or particular observations concerning the appearance, behavior, speech or body odors of the employee. The observation of alcohol and/or drug use must be made by a supervisor trained to make such observations during, just preceding, or just after the workday. Examples of performance indicators of probable alcohol or drug use sufficient to lead a prudent supervisor to suspect that an employee is under the influence of alcohol and/or drugs, include, but are not limited to:~~

- ~~1. — Direct observation of on-the-job alcohol or drug use.~~
- ~~2. — Visible signs of possible intoxication or influence of drugs or alcohol.~~
- ~~3. — A pattern of abnormal conduct or erratic behavior consistent with the use of drugs and/or alcohol.~~
- ~~4. — Possession of alcohol, suspected illicit or unauthorized drugs, or drug paraphernalia when any one or more of these items are found on the employee or in an area or vehicle controlled, occupied, or used by the employee.~~
- ~~5. — Established history of drug/alcohol abuse on the job.~~
- ~~6. — Arrest or conviction for a drug-related offense or driving under the influence.~~
- ~~7. — Newly discovered evidence that an employee has tampered with a previous drug or alcohol test.~~
- ~~8. — Information provided either by reliable and credible sources or independently corroborated of on-duty use of alcohol or on-duty or off-duty use of illegal drugs.~~
- ~~9. — Mouth/alcohol smell.~~
- ~~10. — Loss of equilibrium (unsteady standing, walking, or movement).~~
- ~~11. — Slurred speech.~~

~~12. Bloodshot eyes.~~

~~13. Observation of substandard performance.~~

~~14. Following a serious accident or incident in which safety precautions were violated or unusually careless acts were performed.~~

~~15. Discovery of evidence tending to support the suspicion of alcohol and/or drug use.~~

~~16. Employee is found in possession of alcohol and/or drugs.~~

~~17. Alcohol and/or drugs are found in an area controlled or used exclusively by the employee such as the employee's locker, desk, or a vehicle.~~

~~18. Absenteeism.~~

~~19. Indications of the chronic and withdrawal effects of alcohol and/or drugs.~~

~~32.3.15 Safety Driver: As used in this policy, the phrase "safety driver" shall include any City employee whose position requires that he/she operate a motor vehicle (1) that requires a commercial driver's license, (2) has a gross vehicle weight rating or gross combination weight rating of 26,001 or more pounds, (3) of any size that is engaged in transporting hazardous materials in amounts requiring placarding under applicable regulations, or (4) that is designed to transport sixteen (16) or more passengers, including the driver.~~

~~32.3.16 Safety Sensitive Job Function: As used in this policy, the phrase "safety sensitive job function" shall include driving the vehicle, performing maintenance on the vehicle, inspecting the vehicle, loading and/or unloading the vehicle, and supervising or assisting the loading/unloading of a vehicle.~~

~~32.3.17 Supervisor: As used in this policy, the term "supervisor" means any City officer or employee having management or supervisory responsibility over any other officer or employee. Supervisor includes lead persons, supervisors, superintendents, assistant department heads, and department heads.~~

~~32.3.18 Under the Influence of a Controlled Substance: As used in this policy, the phrase "under the influence of a controlled substance" shall mean any measurable quantity of a controlled substance in an individual.~~

~~32.3.19 — Volunteer: As used in this policy, the term “volunteer” shall include all individuals who donate their time to the City without compensation.~~

~~32.3.20 — Working Hours: For employees, the phrase “working hours” shall mean those hours of the day that an employee is expected to be on duty to perform services for the City and shall include meal periods, rest periods, and being in any City vehicle. For contractors, the phrase “working hours” shall mean those hours when a contractor is performing activities pursuant to a contract with the City. For volunteers, the phrase “working hours” shall mean those hours when a volunteer is performing volunteer activities for the City.~~

~~32.3.21 — Workplace: As used in this policy, the term “workplace” shall include all offices, buildings and locations owned, rented, leased, or controlled by the City and occupied (during working hours) by employees of the City. The term “workplace” shall also include any work site where an employee is present performing services as part of his/her employment with the City (including field work). “Workplace” includes any City vehicle including City vehicles that are used by employees to commute from home to a City employee’s place of work or from a City place of work to a home.~~

~~32.4 — Prohibited Conduct~~

~~In order to maintain an alcohol-free and drug-free workplace, the following behavior is prohibited, whether on the part of employees, contractors, or volunteers.~~

~~1. — Alcohol Use or Possession~~

- ~~a. — Employees, contractors, or volunteers are prohibited from the manufacturing, distributing, dispensing, possession, sale, trade, or use of alcohol in any and all workplaces of the City during working hours. Alcohol includes alcohol in closed or sealed cans, bottles, or other containers.~~
- ~~b. — No individual shall report for duty, remain on duty, or perform a safety sensitive function while having an alcohol concentration of 0.04 or greater.~~
- ~~c. — No individual shall be on duty or operate a commercial motor vehicle while possessing alcohol, unless alcohol is part of the shipment.~~
- ~~d. — No individual shall use alcohol while performing safety sensitive functions.~~

- e. ~~No individual required to take a post-accident test shall use alcohol for eight (8) hours following the accident or until undergoing required testing for alcohol consumption, whichever occurs first.~~
- f. ~~No driver shall refuse to submit to required alcohol testing.~~
- g. ~~No supervisor having actual knowledge that (1) a driver is using alcohol while performing safety sensitive functions; (2) has an alcohol concentration of 0.04 or greater; or (3) has used alcohol within four hours; shall permit a driver to perform or continue to perform safety sensitive functions.~~

~~2. Controlled Substances (Drug Use or Possession)~~

- a. ~~Employees, contractors, or volunteers are prohibited from the manufacturing, distributing, dispensing, possession, sale, trade, or use of a controlled substance in any and all workplaces of the City.~~
- b. ~~Employees, contractors, or volunteers are prohibited from reporting to the workplace during working hours under the influence of a controlled substance.~~
- c. ~~Employees, contractors, or volunteers are prohibited from the unlawful use of prescription medication.~~
- d. ~~No individual shall refuse to submit to controlled substance testing as is herein required.~~
- e. ~~No individual shall report for duty, remain on duty, or perform a safety sensitive function while using a controlled substance, except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle and is approved by the Medical Review Officer (MRO). Fitness for duty shall be determined by the MRO.~~
- f. ~~No individual shall be on duty or operate a commercial motor vehicle when using any controlled substance pursuant to the instructions of a physician without first informing the employer of any therapeutic drug use. The reporting shall be accomplished by advising the MRO of the use and providing the prescription bottle to the MRO prior to reporting for duty. Fitness for duty shall be determined by the MRO.~~
- g. ~~The lawful use of prescription medication is permitted, unless such medication impairs the functioning of an employee, contractor, or volunteer to the extent that he/she cannot safely and effectively~~

~~perform his/her duties. If the function of an employee or volunteer appears impaired to the extent that he/she cannot safely and effectively perform his/her duties, the City reserves the right, to be exercised at the discretion of the employee's or volunteer's department head or designee, or the Employee Relations Officer City Manager, to require that the employee obtain medical clearance prior to performing further work duties.~~

- ~~h. No supervisor having actual knowledge that a driver has used a controlled substance shall permit the safety driver to perform or to continue to perform safety sensitive functions.~~

~~3. A Supervisor's Reporting Responsibility~~

~~A supervisor who has reasonable cause to suspect that any individual is violating or has violated any provision of this policy shall report that suspected violation immediately to his/her immediate superior and simultaneously to the Human Resources Director. A supervisor's failure to report immediately the suspected violation is prohibited conduct of the supervisor and may lead to disciplinary action against the supervisor. The purpose of this section is to allow the City to conduct testing and inspection immediately.~~

~~32.5 Disciplinary Actions for Violation of this Policy~~

~~Violation of this policy by an employee shall constitute just and sufficient cause of discipline of an employee up to and including dismissal. Discipline of an employee will be in accordance with the provisions outlined in the current employee bargaining agreement and, if none, the Personnel Rules and Regulations. Volunteers in violation of this policy are subject to "termination," meaning that the volunteer will no longer be permitted to provide services to the City either on a temporary and/or ongoing basis.~~

~~32.6 One-Time Disciplinary Waiver~~

~~An employee with a substance abuse problem (including the abuse of illegal drugs and/or alcohol) who is facing disciplinary action for behavior relating to such substance abuse may, subject to City approval/discretion, on a one-time basis, receive a waiver of such discipline under the following conditions:~~

- ~~1. The employee seeks qualified assistance through the Employee Assistance Program (EAP), or a qualified provider of the individual's choice, and the City and the employee allow the EAP or qualified provider to conduct an evaluation of the problem with a recommendation for a "Get Well Program." This is defined as a program designed to provide the employee with a means of receiving treatment while being allowed to keep his/her job.~~

- ~~2. The employee shall meet all the conditions and requirements of the “Get Well program” subject to verification by the City.~~
- ~~3. The employee will be subject to random testing for a period not to exceed three (3) years. A positive test during this period will constitute the equivalent of a voluntary resignation.~~
- ~~4. For safety drivers or individuals performing safety sensitive job functions, any return to work program must comply with DOT regulations.~~

~~32.7 Conviction Under a Drunk Driving or Criminal Drug Statute~~

~~32.7.1 Employee’s Obligation: An employee shall notify the City Manager in writing of that employee’s conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) days after such conviction.~~

~~In addition, any safety driver or individual in a safety sensitive job function shall notify the City Manager in writing of any conviction for driving under the influence of drugs or alcohol and/or suspension of driving privileges no later than five (5) days after such conviction or suspension. Failure to make such notification shall constitute a violation of this policy.~~

~~Any safety employee shall notify the Human Resources Director in writing of any conviction under a criminal drug statute, conviction for driving under the influence of drugs or alcohol, or suspension of driving privileges no later than five (5) days after such conviction or suspension. Failure to make such notification shall constitute a violation of this policy.~~

~~32.7.2 City’s Obligation: Within thirty (30) days after receiving notice from an employee of a conviction under a criminal drug statute or conviction of driving under the influence, the City shall take appropriate personnel action against the employee, up to and including dismissal (in accordance with the provisions outlined in the current employee bargaining agreement or, if none, the Personnel Rules and Regulations), or require that the employee participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.~~

~~312.98 Employee Assistance~~

~~Everyone shares in the responsibility of maintaining a safe work environment, and drug and alcohol abuse are recognized as treatable conditions.~~

~~32.8.1 City’s Responsibility: It is the responsibility of supervisors to inform, advise, and refer employees to the Employee Assistance Program (EAP) whenever they see changes in performance or behavior that suggest an employee~~

~~has a drug and/or alcohol problem. Although it is not the supervisor's job to diagnose personal problems, the employee should be encouraged to seek help, and the supervisor should provide information concerning available resources.~~

~~32.8.2 Employee Assistance Program (EAP): The Employee Assistance Program ("EAP") is available to assist employees who may have a drug and/or alcohol problem. The City encourages employees. Employees are urged to who have a drug and/or alcohol problem to seek confidential assistance from the EAP. An employee is responsible for seeking assistance before the employee's drug and/or alcohol problem leads to a violation of any City drug and/or alcohol policy, or before the employee is asked to submit a reasonable suspicion drug and/or alcohol test. T; however, while the City will be supportive of those who voluntarily seek help, the City will be equally firm in identifying and disciplining those who abuse drugs and/or alcohol and fail to seek assistance or those who continue such abuse after assistance has been provided.~~

~~32.8.3 Treatment/Rehabilitation: If an employee acknowledges that he/shethey has a substance abuse problem (including abuse of illegal drugs and/or alcohol), and has not been subject to any form of disciplinary action for this reason, a one-time medical leave of absence may be granted upon prior approval of the City. The City shall not take adverse action against an employee making such an admission as long as the employee has not self-identified in order to avoid testing under federal regulations or the City's policies. For individuals performing safety sensitive job functions such an admission must be made prior to reporting for duty or performing safety sensitive functions. Medical leave will be for the sole purpose of participation in a City-approved treatment/rehabilitation program, will be without pay, must have the recommendation of the department head, and will be for a maximum of ninety (90) days. An agreement will be executed by the employee and the City known as a "Back to Work Agreement" that will spell out the conditions and terms for said leave.~~

~~32.8.4 Post Rehabilitation: The City reserves the right to conduct follow-up testing as a condition of employment for an employee returning from a rehabilitation program for a period of three (3) years following completion of the program and return to work. Failure to adhere to the terms and conditions of the "Back to Work Agreement" or a violation in any other manner of the conditions outlined in this policy will result in dismissal from employment. For safety drivers and individuals performing a safety sensitive job function, the City shall conduct return to work and follow-up testing in accordance with federal regulations. An employee's voluntary disclosure of a substance or alcohol abuse problem will not terminate any investigation, criminal or administrative, initiated prior to the disclosure.~~

Employees must request a leave of absence if time off from work is necessary for any treatment or rehabilitation services, whether or not covered by the employee's medical plan. An employee who voluntarily discloses a drug and/or alcohol

problem and requests time off to obtain treatment for a drug and/or alcohol problem will not be automatically terminated by the City. Employees who request time off for treatment or rehabilitation services may be permitted to use accrued sick, vacation or other paid leave for approved absences. In addition, such employees may also be eligible for leave under the Family Medical Leave Act and/or the California Family Rights while receiving treatment. Any costs for treatment or rehabilitation services are the sole responsibility of the employee.

31.10 Violations of this ~~Policy~~Rule

Any employee who engages in an act prohibited by any part of this ~~Policy~~rule will be subject to disciplinary action, up to and including termination. In appropriate circumstances and solely within its discretion, the City may consider the employee's commitment to recovery and/or the employee's agreement to enter into an Employer-Employee contract or "Last Chance Agreement" detailing conditions of continuing employment as a mitigating factor in assessing the appropriate disciplinary action. The City reserves the right to terminate the employment of any employee who is unable to perform the essential functions of his/her/their job after the City has complied with any duty it may have to reasonably accommodate the employee's disability.

An employee who refuses to obey an order to take an alcohol or drug test pursuant to this ~~Policy~~rule will be terminated.

~~32.8.5 Supervisory Training: All supervisors shall receive training on alcohol misuse and on controlled substances misuse. The training will be used by supervisors to determine whether reasonable suspicion exists to require an employee to undergo testing. The training shall include the physical, behavioral, speech, and performance indicators of probable alcohol misuse and misuse of controlled substances.~~

~~32.9 Reasonable Suspicion Testing~~

- ~~1. Upon reasonable cause, the City shall require any employee, contractor, or volunteer to be tested for the use of controlled substances and/or alcohol. An employee, contractor, or volunteer shall submit to testing, upon reasonable cause, for the use of controlled substances and/or alcohol when requested to do so by the City.~~
- ~~2. The conduct giving rise to the suspicion shall have been witnessed by a supervisor, who shall document the reasons for the reasonable suspicion testing within twenty-four (24) hours of the observed behavior or before the results of the tests are released, whichever is earlier. In addition, if conduct giving rise to the reasonable suspicion consists of visible signs of possible intoxication or influence of drugs or alcohol, or a pattern of abnormal conduct or erratic behavior consistent with the use of drugs or alcohol, then the witness must have received training in the identification of actions,~~

~~appearance, or conduct that are indicative of the use of controlled substances and alcohol.~~

- ~~3. If the City directs an employee to undergo drug or alcohol testing based on a reasonable suspicion, the employee will be a) immediately transported to a collection site for the collection of a urine sample (drug testing) and/or breath test (alcohol testing), and b) placed on paid administrative leave from the time of the initial testing until the results are received and reviewed by the City. In the event the results are positive, the employee will be in violation of this policy and subject to disciplinary action. The City shall ensure that all reasonable suspicion tests are performed in conformance with Federal testing requirements.~~
- ~~4. When reasonable suspicion existing concerning a peace officer, applicable provisions of the Public Safety Officers Procedural Bill of Rights Act shall be observed.~~

~~32.10 Random Testing Requirements~~

~~The City shall use a scientifically valid random selection process to select and request safety drivers and individuals in a safety sensitive job function to be tested for the use of controlled substances and/or alcohol. The number of tests conducted shall equal or exceed standards set by the federal Department of Transportation. Any safety driver or individual in a safety sensitive job function so selected shall submit to controlled substance and/or alcohol testing upon notification by the City. The sample shall consist of a urine sample (drug testing) and/or breath test (alcohol testing), and the test shall be performed in conformance with federal testing requirements.~~

~~32.11 Post-Accident Testing~~

~~Following an accident involving a City vehicle, the City may require a safety driver or individual in a safety sensitive job function to provide a urine sample to be tested for the use of controlled substances and/or a breath test for the use of alcohol as soon as possible, but not later than 32 hours (drug testing) or 8 hours (alcohol testing), after an accident. If the driver is seriously injured and cannot provide a specimen at the time of the accident he/she shall provide necessary authorization for obtaining hospital reports and other documents that would indicate whether or not there were any controlled substances and/or alcohol in his/her system. (See Post-Accident Testing definition.)~~

~~Although it is permitted for an alcohol test to occur later than two (2) hours after an accident, any such test must be document why the test did not occur within the first two (2) hours.~~

~~32.12 Refusal to Submit to Testing Procedures~~

~~Any employee who refuses to be tested under the provisions of this policy shall be treated as if he or she has submitted a positive test, and the employee shall be~~

~~subject to disciplinary action. In addition, any safety driver or individual in a safety sensitive job function who refuses to be tested under the provisions of this policy shall not be permitted to operate a City vehicle or to perform any safety sensitive job function.~~

~~32.13~~ Notification of Test Results

- ~~1. The Medical Review Officer shall report to the City whether an employee's, contractor's, or volunteer's test was positive or negative and, with regard to controlled substances, identify if possible the specific controlled substance for which the test was positive.~~
- ~~2. The City shall notify the employee, contractor, or volunteer if the tests results of any random, reasonable suspicion, or post-accident testing is verified positive, including identification of the substance(s) that was verified as positive.~~

~~32.14~~ Record Keeping

- ~~1. The City shall ensure that all records related to the administration and results of the testing program shall be maintained for a period of five (5) years except for individual negative test results, which may be discarded after twelve (12) months.~~
- ~~2. The City shall maintain the following information in separate files for each employee, contractor, and volunteer: the type of testing for which the driver took (alcohol and/or controlled substances), the date and location of collection, the identity of the persons or entities performing the collection and the analysis of the specimen, the identify of the Medical Review Officer, whether the test finding was positive or negative, and if positive, the substance identified in the test, and the reason the test was provided (i.e., random, reasonable suspicion, post-accident).~~
- ~~3. The City shall permit any Department of Transportation agency and the Federal Highway Administrator to examine all records related to the administration and results of the testing pursuant to this policy.~~

~~312.115~~ Confidentiality

All controlled substance or alcohol test results shall be kept confidential and not subject to disclosure except as provided in this policy or otherwise required by state or federal law.

~~3231.4612~~ Alcohol and Drug-Free Awareness

The City shall distribute and explain this policy to all current employees, new employees, volunteers, and contractors.

32 Smoking

Smoking, including the use of electronic cigarettes, is prohibited in all City-owned or leased buildings and in any City vehicle. Smoking is also prohibited within 20 feet of entrances, exits, or operable windows of City-owned or leased buildings.

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33 Use of City Vehicles or Driving While on City Business~~Driver's Licenses~~

33.1 Use of City Vehicles

Supervisors will attempt to coordinate work so that City vehicles are available and operational for the performance of City work. Except as otherwise provided in this policy, City owned and City-leased motor vehicles are to be used only for City business, and are to be stored in prescribed locations when not in use.

City-owned and City-leased vehicles are to be operated only by City employees. Persons not having business with the City shall not be permitted to ride in City-owned and City-leased vehicles.

Before operating a City vehicle, the vehicle operator should verify that the vehicle is in good operating condition before embarking on a trip. Any employee operating a City-owned vehicle, regardless of frequency, is responsible for the proper care and operation of that vehicle while under the employee's control. Any defects or mechanical issues involving a City-owned vehicle must be reported immediately to the employee's supervisor and the Fleet Manager.

Any vehicle damage to a City-owned vehicle beyond normal wear and tear or that includes defects affecting the safe operation of the vehicle must be documented and reported immediately to the employee's supervisor and the Fleet Manager. Damage sustained to a privately-owned vehicle while being used for City business shall be the responsibility of the employee/owner.

33.2 Use of Personal Vehicles

If an employee is authorized by the Department Head or designee, to use ~~his/her~~their personal vehicle in the performance of City work, reimbursement will be on the basis of total miles driven and at the rate specified in the Internal Revenue Service Guidelines that are in effect at the time that the mileage was incurred, unless otherwise required by law. Employees are responsible for requesting mileage reimbursement in accordance with City policy. Proof of adequate insurance covering collision, personal injury and property damage must be provided upon request. Employees conducting City business in their personal vehicle shall carry only those persons associated with said business while performing work on behalf of the City.

33.3 Driver's License

Any employee driving either a City vehicle or authorized to use a personal vehicle in the performance of City business is required to have a valid driver's license. ~~All e~~Employees who may be assigned work entailing the operationng of a City vehicle will be required to submit to a Department of Motor Vehicles driving records check as a condition of employment. ~~Such-This records~~ checks shall be processed by the Human Resources Director or designee. A report indicating a suspended or revoked license status or indicating an unsafe driving record may be cause to deny or terminate employment.

Periodic checks of employee's drivers' licenses through visual and formal Department of Motor Vehicles review checks shall be made by the Human Resources Director or designee. Any employee who does not hold a valid driver's license will not be allowed to operate a City vehicle until such time as he/she/they obtains a valid license and may be subject to disciplinary action.

Any employee performing work which requires the operation of a City vehicle must notify his/her/their immediate supervisor in those cases where his/her/their license is expired, suspended or revoked and/or who is unable to obtain an occupational permit from the Department of Motor Vehicles. Any employee who fails to report such revocation or suspension to his/her/their supervisor and continues to operate a City vehicle shall be subject to the full range of disciplinary action, up to and including dismissal from employment.

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34—Use of Motor Vehicles

34.1—General

~~Except as otherwise provided in this policy, City owned and City leased motor vehicles are to be used only for City business, and are to be stored in prescribed locations when not in use.~~

34.2—Responsibility

~~Every City owned and City leased vehicle shall be assigned by the City Manager into the custody of a department head, who shall be responsible for the proper use and safeguarding of that vehicle.~~

34.3—Operation

~~City owned and City leased vehicles are to be operated only by City employees. Persons not having business with the City shall not be permitted to ride in City-owned and City leased vehicles.~~

33.4 Special Licenses

Employees operating City vehicles are to comply with applicable federal, state and local laws governing the safe operation of said vehicles. If the use of City vehicles requires the operator to secure special licenses and/or permits, the City will pay for those licenses and/or permits. If medical costs are incurred in the acquisition of said licenses and/or permits, the City shall pay that portion not covered by the employee's ~~City-paid~~ health insurance provider.

33.5 Long-Term Assignments

The City Manager may assign certain City-owned vehicles on a long-term basis to certain named City employees. Such assignment may be revoked with or without prior notice by the City Manager.

33.6 Vehicle Safety

Any individual operating a motor vehicle in the performance of City business shall obey all federal, State and local laws. It is the responsibility of the vehicle operator to ensure that all persons in the vehicle use seat belts and have them properly adjusted before starting the engine.

Safe driving practices, as well as the California Vehicle Code, require the use of a hands-free device while using cellular telephones during the operation of a motor vehicle. Employees shall not send or review text messages or emails while operating City vehicles or privately-owned vehicles on City business. Employees shall not operate laptop computers, navigational devices, or any other device that may cause vehicle operator distraction while operating a vehicle in the course of conducting City business. Employees shall either park vehicles or use a hands free device when using such equipment. With the exception of extraordinary circumstances, operators of authorized emergency vehicles are to comply with this hands free requirement while driving.

When cargo, materials or tools are being transported, the vehicle operator is responsible for ensuring that all items are properly secured. No person shall be allowed to ride on running boards, fenders, hoods, tailgates, beds or other locations of the vehicle not designated or approved by the vehicle manufacture for passenger seating. An exception to this shall be vehicles designed and equipped for passengers outside the cab area. Employees shall not, under any circumstance, operate a City vehicle or a privately-owned vehicle on City business when: (1) under the influence of alcohol or any controlled substance in violation of the City's Drug and Alcohol policy; or (2) any physical or mental impairment causes the employee to be unable to drive safely.

33.7 Citations

Any citation or arrest while operating a City vehicle or a privately-owned vehicle on City business is the personal responsibility of the employee. The employee will not attend court appearances, traffic school or resulting Department of Motor Vehicle (DMV) appointments on City time for such citations and arrests and must arrange such appearances by requesting appropriate time off. Any judgment or sentence handed down by the court will be satisfied by the employee alone. All fines and court costs, to include subpoena of witnesses and/or attorney fees, if any, are also at the sole cost of the employee, unless it is the direct result of negligence by the City in furnishing a vehicle designed for, or not properly equipped or negligently maintained for use on a public roadway.

Any City employee who receives a citation, including a red light camera citation, while operating a City vehicle or a privately-owned vehicle while on City business shall report the citation immediately to [his/her/their](#) supervisor.

~~34.6 Private Vehicles~~

~~Employees may be required to operate their personal vehicles in conducting City business. Employees so required by the department head shall maintain vehicular insurance consistent with the requirements of State law for such business-related use. Employees conducting City business in their personal vehicle shall carry only those persons associated with said business and shall comply with all laws governing safe vehicle operation. In consideration of the costs associated with~~

~~personal vehicle operation for City business, the City shall reimburse such employees on a per mile basis using the current IRS mileage reimbursement rate.~~

~~The mileage reimbursement, whether or not requested by the employee, is for the full reimbursement of the private vehicle use to include, but not be limited to, gasoline, general wear and tear, insurance, deductibles, and any and all accidents and repair costs.~~

3433.78 Smoking in Vehicles

Employees shall not smoke or use any tobacco products while in or operating any City-owned or City-leased vehicle.

3534 Safety

34.1 General Statement

The City ~~wants~~ recognizes the necessity of maintaining safe working conditions and practices in order to ensure employee safety.

~~The City employees to work in a safe environment. To this end, the City Manager~~ has adopted ~~the~~ an Injury and Illness Prevention Plan. This Plan describes the City's overall safety commitment as well as the safety responsibilities of all employees. A copy of the Injury and Illness Plan shall be made available to all employees.

~~Each employee is responsible for maintaining a safe work environment and following the Injury and Illness Prevention Plan. Failure to obey on-the-job safety standards will result in discipline up to and including dismissal.~~

34.2 Employee Responsibilities

Each employee is required to follow all established safety rules, procedures and practices, necessary to minimize risk of injury to themselves and others, including those rules and procedures described in the Injury and Illness Prevention Plan.

Unsafe acts by employees shall be immediately pointed out by the supervisor and proper procedure discussed. Employees shall report all unsafe conditions to their supervisor or Department Head. ~~Unsafe acts by employees or failure to report an unsafe condition may result in disciplinary action.~~

34.3 Incident Reporting

Employees are required to report all work-related injuries, accidents, and property damage that occur while on duty or in a City vehicle to their supervisor or Department Head. If the incident occurs after regular work hours, the employee must telephone the City's emergency number and file a verbal report as soon as possible.

In the case of a vehicle accident involving another vehicle, the employee is required to obtain: the driver's license number, vehicle license number, names of the insurance company covering the other driver and, if the accident is investigated by a law officer, the name and title of the officer. All of this information will be given to the employee's supervisor or Department Head and the City's business office the same day of the accident or next business day if the accident occurred when the City's business office was closed.

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3635 Electronic Media

3635.1 Purpose

The purpose of this policy is to govern the use of Electronic Media (i.e., voice mail, email, the internet/World Wide Web) by all City ~~of Pittsburgh~~ employees and elected officials. Because the use of voice mail, email and the internet/World Wide Web raises issues of privacy, liability and records retention, the City ~~of Pittsburgh~~ has adopted this Electronic Media Policy. The term "Electronic Media" includes computers, laptops, tablets, internet access, email, voicemail, cellular telephones, pagers, and other electronic communication devices.

3635.2 Policy

Electronic Media are provided for the use of City employees for City business-related purposes. Electronic Media may not be used for any prohibited purpose, including illegal activities, messages that may constitute discrimination or harassment under City policy or state or federal law, or other inappropriate purposes as defined below.

The City prohibits the display, transmission or downloading of sexually explicit images, messages, or cartoons, or any transmission or use of voice mail, email, or internet/World Wide Web communications that contain ethnic slurs, racial epithets, or anything that may be construed as harassment or disparagement of others based on their race, religion, color, creed, national origin, sex, sexual orientation, marital status, age, or the presence of any sensory, mental or physical disability.

Unless otherwise authorized by law, voice mail, email, or internet/World Wide Web systems may not be used to solicit or proselytize others for commercial ventures, religious or political causes, outside organizations, or other non-job-related solicitations.

35.3 City's Right to Access Information

The City reserves the right to enter, search, monitor, copy and/or retrieve computer files, voice mail, email, internet or any type of electronic file of any employee or elected official, without notice, for business purposes, including, but not limited to, investigating theft, disclosure of confidential business or proprietary information, use of the system for personal reasons or for any other purpose unrelated to City business, or monitoring work flow or productivity.

Although City employees may have individual passwords or passcodes to electronic media items such as e-mail, voice-mail, and computer network systems, these items are accessible at all times by the City, and may be subject to periodic unannounced examinations by the City. All passwords and passcodes must be given to the City ~~and employees may not use passwords or passcodes that are unknown to the City upon request.~~ The City reserves the right to override any password or passcode created by an employee.

Although the City reserves the right to access ~~such information~~Electronic Media, employees are strictly prohibited from accessing another employee's personal file or voice mail or email messages without the latter's express permission. In addition, the voice mail, email and networks~~internet/World Wide Web~~ systems are not to be used in a way -that may be disruptive, offensive to others, or harmful to morale.

Even though employees may have deleted information or files from any of the electronic media, it does not mean that the information or files are permanently deleted from the system.

Employees should be aware that any electronic media messages and information created or stored on City owned electronic media may constitute "public records" and may be subject to disclosure to the public under the California Public Record Act, Government Code 6230.5, or otherwise discoverable (e.g., in response to a subpoena).

~~The City prohibits the display, transmission or downloading of sexually explicit images, messages, or cartoons, or any transmission or use of voice mail, email, or internet/World Wide Web communications that contain ethnic slurs, racial epithets, or anything that may be construed as harassment or disparagement of others based on their race, religion, color, creed, national origin, sex, sexual orientation, marital status, age, or the presence of any sensory, mental or physical disability. Voice mail, email, or internet/World Wide Web systems may not be used to solicit or proselytize others for commercial ventures, religious or political causes, outside organizations, or other non-job-related solicitations.~~

3635.34 Radio Waves

Use of radio equipment, such as but not limited to two-way radios and Nextel lines, shall be used in a professional manner for business purposes only.

365.45 Voice Mail

Although employees and elected officials have passwords or codes that restrict access to voice mail messages left for them on the system, employees and elected officials should be aware that the City can access any messages stored in the voice mail system and may do so for any reason at any time. Therefore, employees and elected officials may not assume that such messages are confidential.

The City's telephone system, including its voice mail system, is the property of the City, and is designed and intended for City business-related purposes. ~~When making long distance personal calls, the employee must use an alternative method of payment.~~ Employees and elected officials are required to reimburse the City for any special charges for their personal telephone calls.

3635.56 Email

Email is a business tool that shall be used in a professional manner for business purposes ~~only. The email system will be used in accordance with generally accepted business practices and current law reflected in the California Public Records Act to provide an efficient and effective means of intra City communications.~~ When the City becomes the target of litigation, all records maintained by the City are subject to subpoena and review by the other party, including email. Therefore, email is neither personal nor private. Marking a message as "private" or "confidential" does not exempt information from being disclosed with limited exception. ~~As such e~~Email addressed to, generated by, or received on City computers or servers is the property of the City. As with voice mail, although employees and elected officials have passwords that restrict access to their computers, the City may access any files or email messages stored on or deleted from the computer or network system. The City reserves the right to access such information for any purpose at any time.

3635.67 Internet/World Wide Web Access

Use of on-line information services such as the Internet and the World Wide Web is intended for City business purposes. Department heads~~Personal use should be kept to a minimum and may permit incidental personal use of the Internet/World Wide Web occur only~~ during the employee's ~~own time~~ meal and break periods. -

365.78 Computers, Computer Software, Laptops, Tablets and Computer Files

The City's computers, software, laptops, tablets and files stored on the City's computer or network shall be considered City property. These devices shall be subject to search for any reason. In addition, all software that resides on any of the City's computers shall be licensed and shall be considered City property. Computers will be used for valid business purposes only; reasonable personal use is allowed at the sole discretion of the City.

No employee will install software on any City computer without first receiving permission from the City Manager or designee. No employee may alter or tamper

with any City computer or interfere with their operation. All hardware failures will be immediately reported to an employee's supervisor, Department Head or the Information Technology Department. Personnel will not attempt hardware repair unless directed to do so by the Information Technology Director or designee.

365.89 Virus Scanning

City staff provided with a City owned desktop or laptop computer will receive a computer with anti-virus software installed and configured. An employee who believes that a City provided computer has been infected with a virus is required to report the issue to the Information Technology Department immediately.

3635.7910 Prohibited Uses of the City's Electronic Media

Prohibited uses of Electronic Media include, but are not limited to the following:

1. Illegal activities under local, state and/or federal law;
2. Anything that may be construed as harassment or disparagement of others based on race, religion, color, creed, national origin, sex, sexual orientation, marital status, age, or the presence of any sensory, mental or physical disability will not be tolerated. This includes, but is not limited to, slurs, obscene messages, sexually explicit images, cartoons or messages;
3. Sending Threatening threatening messages;
4. Unless otherwise allowed by law, Soliciting-soliciting or proselytizing others for commercial ventures, religious or political causes, outside organizations, or other non-job related matters;
5. Intentionally disrupting network traffic or crashing the network and connected systems (for example, sabotage, intentionally introducing a computer virus);
6. Unauthorized attempts to access ~~to~~ others' files with no substantial business purpose, or vandalizing the data of another user;
7. Forging electronic mail messages;
8. Wasteful use of system resourcesCommunicating confidential City information to unauthorized individuals within or outside of the City;
9. Personal messages such as chain letters; and

109. Inappropriate use, which is deemed by the City to be a violation of the intended use of any of the Electronic Media.

3635.8101 Violations of Policy

Violations of this policy will be reviewed on a case-by-case basis and may result in discipline up to and including dismissal.

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376 Public Employees as Disaster Service Workers

Government Code Section 3100 et seq. declares public employees as disaster service workers and requires employees to report to work (and if not possible, then to the next closest public employer) following the effects of natural, manmade, or war-caused emergencies. The City shall establish and maintain a method, or methods, of informing employees of their disaster service worker status. Employees who fail, without good cause, to honor their obligations as disaster service workers shall be subject to disciplinary action up to and including dismissal from employment.

37 Mandated Reporting

37.1 Purpose

The City of Pittsburg recognizes the importance of the safety and well-being of the children, elderly or dependent adults entrusted to its care. In support of this responsibility, the City shall take all necessary steps to comply with its obligations under the Child Abuse and Neglect Reporting Act ("the Act") (Cal. Pen. Code §§ 11164 – 11174.3) and the Elder Abuse and Dependent Adult Civil Protection Act (Cal. Welfare and Institutions Code §§15600 et seq.).

37.2 Mandated Reporter Designation

37.2.1 "Mandated Reporter" for purposes of reporting child abuse or neglect generally includes all City employees who have direct contact or supervisory control over children and children programs.

State law (Penal Code §11165.7) includes an extensive list of categories of employment for mandated reporters. The following positions are excerpts from that list, as the positions would apply to City employees and programs:

- Teacher
- Instructional Aide
- An administrator of a day camp
- An administrator or employee of a youth recreation program or youth organization
- An administrator or employee whose duties require direct contact and supervision of children
- An administrator or employee of a licensed community care or child day care facility
- Athletic coaches employed by a private or public school
- Peace Officer
- All employees of the Police Department, sworn or non-sworn

37.2.2 "Mandated Reporter" for purposes of reporting elder or dependent adult abuse or neglect includes any licensed City employee who provides care or services for elder or dependent adults, including administrators and supervisors of said programs. [W & I Code §15630(a).]

All employees of the Police Department (sworn and non-sworn) are considered "mandated reporters" for purposes of reporting elder and dependent adult abuse. [W&I Code §15630(a).]

37.3 Acknowledgement of Position and Training

Upon employment or retention by the City of an individual who is determined to be a mandated reporter in connection with the law and this directive, the individual

shall sign an acknowledgement which states that the individual is aware of the mandated reporter requirements under Penal Code § 11166.

The original signed acknowledgement form shall be retained by the responsible department if a volunteer or shall be placed in the employee's personnel file.

The City shall be responsible for providing periodic training to staff as necessary for identifying potential indicators of abuse and neglect to children, elders or dependent abuse.

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38 Standard Hours of Work and Overtime

38.1 Work Week or Work Periods Defined

Employees shall normally work forty (40) hours in a seven (7) day period on such days and at such times as the department head may prescribe. The workweek for the City begins at 12:01 a.m. on Sunday and ends 7 days later at midnight on the following Saturday. Employees assigned to work an alternative work schedule may have an alternative workweek as designated by the City Manager or the Human Resources Director.

The work period for employees engaged in law enforcement activities shall be a 28-day consecutive period. ~~The next 28-day work period following the adoption of these rules begins on [INSERT DATE].~~

38.2 Work Schedule

The work schedule for each Department will be established by the Department Head with the approval of the City Manager or designee. The work hours for each employee will be scheduled by the Department Head or designee. Typically, ~~the employee work period schedules is are~~ comprised of five (5) eight (8) hour shifts in a seven (7) day period.

When the efficiency of City services is benefited by variations to the “5/8” work schedule, ~~the d~~Department ~~heads—~~Heads are authorized to prescribe such variations after meeting and conferring regarding the impacts of the work period change with the appropriate recognized employee organization. Except as provided elsewhere in this Rule, variations shall not exceed forty (40) hours in a consecutive seven (7) day period.

Employees shall be in attendance at work during their regular hours of work and shall not absent themselves during working hours for any reason without prior approval of their supervisor.

38.23 Changes in Working Schedules

The workdays and hours to which employees are assigned shall be stated on the department work schedule(s). Should it be necessary in the interest of efficient operations to establish schedules departing from the normal workday or workweek, the City will give notice of such change to the individual as far in advance as is reasonably practical.

38.34 Overtime Policy

It is the policy of the City that overtime work is kept to a minimum and shall be authorized in advance by an employee’s Department Head or designee. Overtime eligible employees are not permitted to work overtime except as authorized and approved. Overtime shall be assigned by the ~~department~~ Department Head ~~Head~~ or designee to meet essential operating needs.

Working overtime without advance approval is a violation of these rules and grounds for discipline, up to and including termination. Overtime by Fair Labor Standards Act (FLSA) non-exempt employees must be approved in advance. Employees will be compensated for all overtime, whether pre-approved or not, but the failure to seek approval may be grounds for discipline. Employees are expected to report all hours worked in a work-reporting period.

38.45 Overtime Defined

Straight Overtime: If an employee reports more than forty (40) hours per work week, and the hours over forty (40) are equal or less than the number of leave hours taken in that work week, then the employee will be compensated for the hours above forty (40) hours on a straight time basis (i.e., hour for hour). For example, if an employee has not physically worked forty (40) hours but has used vacation, sick leave, compensatory time off, or holiday to generate a total of forty (40) hours, then any hours reported in excess of forty (40) hours will be compensated at the employee's straight time rate up to the amount of leave time taken in that work week.

Premium Pay: If an employee physically works more than forty (40) hours per work week, then the hours above forty (40) hours will be compensated at the premium overtime rate of one and one half times the employee's straight time rate. For an employee on a 7-day work week, overtime is defined as all hours an overtime-eligible employee actually works in excess of 40 hours in the workweek. For an employee engaged in law enforcement activities, overtime is defined as all hours the overtime-eligible employee actually works in excess of 171 hours in the work period.

Overtime is compensated at 1.5 times the employee's regular rate of pay, as defined under the Fair Labor Standards Act ("FLSA"). All overtime entitlements shall be computed to the nearest tenth of an hour (6 minimum increment).

An employee's eligibility to receive overtime compensation for services performed shall be determined in accordance with the FLSA. Those employees who are classified as "exempt" under the FLSA shall not be eligible to receive overtime or to accrued Compensatory Time Off ("CTO")

38.56 Compensatory Time Off

An overtime eligible employee may opt to accrue compensatory time off ("CTO") in lieu of cash payment for overtime worked if the employee's Department Head agrees prior to the overtime work being performed. CTO accrues at a rate of 1.5 hours for each hour of overtime actually worked. Compensatory time off at the straight time rate of pay may be scheduled by the department head or designee within the same work week in which overtime is earned to avoid hours of actual work in excess of forty (40) in that work week. Accrued hours of straight time overtime shall be paid at the employee's rate of pay at the time of payment.

~~The method of compensation (either compensatory time off or pay) shall be at management discretion. For employees not subject to a collective bargaining agreement, a compensatory time off agreement must be signed by the employee prior to being eligible to work overtime. Employees must be permitted to use compensatory time off within a reasonable period after making a request, if the use of compensatory time off does not unduly disrupt operations of the department.~~

No more than two hundred forty (240) hours of compensatory time off may be accrued for non-safety employees. For safety employees, no more than four hundred eighty (480) hours of compensatory time off may be accrued.

Employees may use CTO only upon the approval of the Department Head or designee. Such approval shall not be unreasonably withheld. An employee's request to use accrued CTO will be granted provided that: (1) the Department can accommodate the use of CTO on the day requested without undue disruption; and (2) the employee submits the request to use CTO at least five (5) business days prior to the date of requested usage. If the employee does not provide at least five (5) business days notice or the department cannot accommodate the requested time off, the City will provide the employee with the opportunity to select another day for usage of the CTO.

The City reserves the right to cash out accumulated CTO at any time. During employment CTO is cashed out at the employee's current FLSA regular rate of pay. Employees separating from City service shall be compensated for all accrued, unused CTO hours at the higher of either:- (1) the separating employee's current FLSA regular rate of pay; or (2) the average FLSA regular rate of pay for the prior three years.

38.7 Time Sheets

All employees are required to submit accurate and complete time sheets. Time sheets are due as directed by the City Manager or designee. Each employee shall sign/certify his/her time sheet verifying the hours worked. It is the responsibility of the employee to make certain their time sheet has been filled out correctly before submitting. The employee's supervisor shall verify and approve each employee's accumulated hours of work prior to submitting to the payroll division for payment. Records of hours worked, vacation time, compensatory time, sick leave, and holiday accumulated and used, shall be kept by the payroll division.

39 — Sick Leave Protocols

39.1 — Sick Leave Proper Use

~~Sick leave is not a right which may be used at the discretion of an employee, but a privilege which shall be exercised only for one of the following purposes:~~

- ~~1. — Illness or physical disability of the employee that prevents the employee from working; or~~
- ~~2. — Visits to a medical doctor, chiropractor, acupuncturist, dentist, optometrist, optician, psychiatrist or psychologist, medical or clinical laboratory on order of a doctor, or other licensed medical provider; or~~
- ~~3. — Attend to a seriously ill spouse, domestic partner, child, parent, grandparent or ward of the employee.~~

~~Use of sick leave for other than the above listed purposes, except where specifically authorized by a collective bargaining agreement or law, is cause for discipline up to and including dismissal.~~

39.2 — Sick Leave Notice

~~An employee must notify his/her immediate supervisor prior to the beginning of any working shift, which the employee will not report for work and for which he/she desires to use sick leave.~~

~~An employee is to request prior authorization for any absence due to attendance at any medical appointment. For the purpose of this section, "request prior authorization" shall mean that the employee has notified his/her supervisor with at least one (1) work day's advance notice.~~

39.3 — Sick Leave Verification of Illness

~~An employee may be required to provide a health care provider's statement verifying the employee's absence from work in the following instances:~~

- ~~• — When an employee returns to work after three (3) days of absence on sick leave; or~~
- ~~• — In the case of frequent use of sick leave; or~~
- ~~• — When a pattern of sick leave use has been identified; or~~
- ~~• — When a supervisor has reason to believe that sick leave is being abuse.~~

~~39.4—Sick Leave Coordinated with Workers' Compensation Benefits~~

~~An employee who is collecting workers' compensation temporary disability benefits as a result of a City on the job illness or injury shall automatically use sick leave, if any, in addition to the provided workers' compensation benefits so that the employee receives his/her full salary. If the employee does not have sufficient sick leave available, then other available paid leaves shall be used. An employee who files written notice to the Human Resources Director may decline to use available sick leave and/or other available paid leaves.~~

40—Miscellaneous Leaves

40.1—Jury Leave

~~A regular employee whose absence from work is required because of jury duty will be considered an excused absence with pay. To receive full salary and benefits, the regular employee shall notify his/her supervisor three (3) days prior to jury duty and turn in to the Finance Department any payment for jury duty, excluding pay for travel and meals.~~

40.2—School or Day Care Attendance Leave

~~The City shall permit an employee who is the parent or guardian of a child in kindergarten or grades one (1) through twelve (12), or attending a licensed day care facility, up to forty (40) hours off per calendar year for the purpose of participating in activities of the school or licensed day care facility.~~

~~An employee is permitted to use accrued leaves (such as vacation, compensatory time off, or administrative leave; but not sick leave) when taking time off under the provisions of this Personnel Rule; otherwise, such time off shall be without pay.~~

~~Documentation from the school or licensed day care facility as proof that the employee participated in the activity on a specific date and at a specific time shall be provided by the employee to his/her supervisor upon returning to work. An employee who fails to provide said documentation may be subject to discipline.~~

~~Except in cases of emergency, employees must provide notice to their supervisor or the department head prior to utilizing leave under this policy.~~

40.3—Child's Suspension Leave

~~An employee who is the parent or guardian of a child who has been suspended from school shall be granted time off work if requested to appear at the school in connection with that child's suspension. The employee must give reasonable notice to the City of the request for leave.~~

~~An employee is permitted to use accrued leaves (such as vacation, compensatory time off, or administrative leave; but not sick leave) when taking time off under the provisions of this Personnel Rule; otherwise, such time shall be without pay.~~

~~Documentation from the school or licensed day care facility as proof that the employee appeared at the school on a specific date and at a specific time shall be provided by the employee to his/her supervisor upon returning to work. An employee who fails to provide said documentation may be subject to discipline.~~

~~Except in cases of emergency, employees must provide notice to their supervisor or the department head prior to utilizing leave under this policy.~~

40.4—Military Leave

~~Authorized leaves of absence for military duty shall be granted in accordance with the provisions of California State Military and Veterans' Code section 395.01. An employee entitled to military~~

~~leave shall give the City Manager or designee an opportunity within the limits of the military regulations to determine when such leave shall be taken. Extensions of unpaid leave beyond State law are to be determined by the City Manager.~~

~~Additionally, California State Military and Veterans' Code section 395.01(b) permits the City to provide paid military leave for periods of inactive duty training. The City's policy is to grant paid military leave for inactive duty training in accordance with the provisions of Military and Veterans' Code section 395.01.~~

~~Notwithstanding other provisions of this section, State law shall apply in determining benefits for those employees returning from an authorized leave of absence for military duty.~~

~~The Uniformed Services Employment and Reemployment Rights Act (USERRA) protects the job rights of individuals who voluntarily or involuntarily leave employment to undertake military service or certain types of service in the National Disaster Medical System. USERRA prohibits employers from discriminating against past and present members of the uniformed services and applicants to the uniformed services. The USERRA provides for reemployment rights, the right to be free from discrimination and retaliation, and health insurance protection.~~

~~Except in cases of emergency, employees must provide notice to their supervisor or the department head prior to utilizing leave under this policy.~~

40.5—Emergency Duty Leave

~~An employee who is an "emergency rescue personnel" for an entity other than the City shall be permitted to take temporary leaves of absence, up to a total of fourteen (14) days per calendar year, to engage in fire or law enforcement training.~~

~~"Emergency rescue personnel" is defined as any person who is an officer, employee, or member of a fire department or fire protection or firefighting agency of the federal government, State of California, a city, county, city and county, district, or other public or municipal corporation or political subdivision of California, or of a sheriff's department, police department, or a private fire department, whether that person is a volunteer or partly paid or fully paid, while he/she is actually engaged in providing emergency services.~~

~~An employee is permitted to use accrued leaves (such as vacation, compensatory time off, or administrative leave; but not sick leave) when taking time off under the provisions of this Personnel Rule; otherwise, such time off shall be without pay.~~

~~Except in cases of emergency, employees must provide notice to their supervisor or the department head prior to utilizing leave under this policy.~~

40.6—Time Off for Voting

~~If an employee does not have sufficient time outside of working hours to vote in a statewide election, he/she may, without loss of pay, take off up to two (2) hours of working time to vote. Such time must be at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from working, unless otherwise mutually agreed. The employee must notify the employee's supervisor at least two (2) working days in advance to arrange a voting time.~~

~~40.7—Lactation Leave~~

~~The City shall provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child. If possible, the break time should coincide with the employee's paid rest time.~~

~~The City shall make a reasonable effort to provide the employee with the use of a room or other location (other than a toilet stall) in close proximity to the employee's work area so that the employee may express milk in private.~~

~~40.8—Workers' Compensation~~

~~Employees and volunteers injured in the performance of their duties shall be eligible for all rights, privileges and compensations provided for under the City's workers' compensation plan.~~

~~40.9—Leave for Victims of Domestic Violence or Sexual Assault~~

~~The City shall not discipline, discriminate or retaliate against an employee who is the victim of domestic violence or the victim of sexual assault and who takes time off to ensure his/her health, safety or welfare, or that of his/her child to:~~

- ~~1.—— Obtain a temporary restraining order, a restraining order, or other court assistance; or~~
- ~~2.—— Seek medical attention for injuries caused by domestic violence or sexual assault; or~~
- ~~3.—— Obtain services from a domestic violence shelter, program, or rape crisis center; or~~
- ~~4.—— Obtain psychological counseling related to an experience of domestic violence or sexual assault; or~~
- ~~5.—— Participate in safety planning and take other actions to increase safety from future domestic violence, including temporary or permanent relocation.~~

~~An employee is permitted to use accrued leaves (such as vacation, compensatory time off, or administrative leave; but not sick leave unless sick leave is otherwise consistent with the City's sick leave policy) when taking time off under the provisions of this Personnel Rule; otherwise, such time off shall be without pay.~~

~~Except in cases of emergency, employees must provide notice to their supervisor or the department head prior to utilizing leave under this policy.~~

4139 Reports and Records

4139.1 Objectives of Adequate Records and Reports Maintenance

All necessary forms, records, documents, rosters and operating procedures shall be maintained by the Human Resources Director for the following reasons:

1. So that all legal, regulatory, and procedural requirements as well as any provisions of these Rules, any City Ordinance, or policy related to personnel administration may be accomplished;
2. To provide a basis for the decision-making in personnel actions and operations;
3. To provide a basis for reports on personnel activities.

39.2 Personnel Records

A personnel record shall be maintained for every employee and shall contain all information pertinent to his/her/their employment. An employee's personnel file may be examined only by the City Manager, the City Attorney, the employee's Department Head, the employee assigned to be responsible for personnel records and those authorized by the City Manager.

Employees have the right to examine any portion of their personnel file after submitting a written request. Employees also have the right to file a written exception to anything found in their personnel files. Employees who wish to review their personnel files should submit a written request to the Human Resources Department. In accordance with the provisions of this Personnel Rule and state law, all documents not part of the personnel file in the possession of the City about an employee may not be available to the employee for his/her/their review.

Unless otherwise required by law, the only information from the employee's personnel file which may be publicly released is: Employees' name; positions held including job descriptions; salary range and other general terms or limits of compensation; and dates pertaining to the employee's employment.

4139.23 Medical Records

An employee's medical records shall be segregated and stored separately from the rest of the personnel file and maintained in confidentiality in accordance with applicable state and federal law. The City Manager, City Attorney and legal representatives, Human Resources Director and ~~department~~ Department Head are authorized to access such medical information on a case-by-case basis only as authorized by state or federal law. All persons with such authorization shall maintain such information according to the same standards of privacy and protection from unauthorized access as is maintained by the Human Resources ~~Director~~ Director. Violations of this policy may result in discipline, up to and

including dismissal from employment. Nothing in this policy is intended to extend or expand the scope of employee ~~or applicant~~ privacy rights beyond the limits of existing law.

4139.34 Recruitment Records

Records gathered during any recruitment process shall be filed and maintained in confidentiality. The City Manager, City Attorney and legal representatives, Human Resources ~~Director~~Director, and ~~department~~Department ~~heads~~Heads are authorized to access such records. All persons with such authorization shall maintain such information according to the same standards of privacy and protection from unauthorized access as is maintained by the Human Resources ~~Director~~Director. Violations of this policy may result in disciplinary action, up to and including dismissal from employment. Nothing in this policy is intended to extend or expand the scope of employee or applicant privacy rights beyond the limits of existing law.

4139.45 Payroll Records

The Finance Director shall maintain such records that are necessary for payroll and retirement system purposes. The Human Resources ~~Director~~Director, ~~or~~ City Manager, or persons authorized by the City Manager, may inspect such records from time to time in fulfilling ~~his/her~~their duties including, but not limited to, the purpose of administering these rules.

4139.56 Change of Status Report

Every appointment, transfer, promotion, demotion, change of salary rate, resignation, suspension, and any other temporary or permanent change in status of employment shall be reported to the Human Resources ~~Director~~Director and the date thereof and a record of same shall be kept by the ~~Personnel Services~~Human Resources Department in the affected employee's personnel file.

4139.67 Change of Employee Status or Information ~~Employee Address and Telephone Number~~

It is the responsibility of Each each employee shall to notify his/her department head, the Human Resources Director, within five (5) business days of and the Finance Department of any change in the employee's withholding status, of home address, and/or home telephone number, name or other such information (e.g. marriage, divorce, change in number of dependents, etc.) that might affect the City payroll records and/or other employee benefits such as health and dental insurance benefits.

3941.78 Department Records

Each department may keep and maintain such working and supervisor records as may be deemed necessary for the purpose of carrying out the provisions of these rules and the functions of the department. The ~~department~~Department ~~head~~Head and ~~employee supervisor~~ shall make available to the Human Resources ~~Director~~Director all department reports, records and documents dealing with personnel

matters as are appropriate. Such department records are considered confidential records.

~~41.8 Employee Review of Personnel File~~

~~Employees have the right to review their personnel file pursuant to the provisions of state law. Employees must schedule an appointment with the Human Resources Director to review their personnel file during normal business hours. In accordance with the provisions of this Personnel Rule and state law, all portions of the employee's personnel file may not be available to the employee for his/her review.~~

~~41.39.9~~ Destruction of Records

All records relating to personnel, including correspondence, applications, examination reports, and all other personnel records, may be destroyed pursuant to the laws of the State of California and the City's Retention Policy as it may be adopted and amended by the City Council.



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of an Ordinance to Amend the Pittsburg Municipal Code, Title 15, Buildings and Construction, to Adopt by Reference the 2019 California Building Code, Residential Code, Electrical Code, Fire Code, Mechanical Code, Plumbing Code, Historical Building Code, Green Building Standards Code, Existing Building Code and Energy Code with State of California and Local Amendments

MEETING DATE:

EXECUTIVE SUMMARY

The California Building Standards Code is published every three years and amends the California Code of Regulations, Title 24. These codes are commonly referred to as the California Building Code ("Codes") and include building, plumbing, mechanical, electrical, fire, energy, residential, historical and green standards.

FISCAL IMPACT

None from this action.

RECOMMENDATION

City Council move to adopt the attached Ordinance amending Chapters 15.08, 15.16, 15.18, 15.20, 15.22, 15.26, 15.28, 15.32, 15.60, and 15.64 of the Pittsburg Municipal Code.

BACKGROUND

The 2019 California Codes took effect statewide on January 1, 2020. Building regulations or standards have the same force of law and are confirmed 180 days after their publication unless otherwise stipulated. This code applies to all occupancies in the State of California as annotated.

This is the first reading of an ordinance to amend sections of the Pittsburg municipal code to reflect the 2020 California Building Code, California Code of Regulations, Title 24, Part 2, Volumes 1 and 2, California Building Standards Commission, based upon the 2018 International Building Code as published by the International Code Council;

The 2019 California Electrical Code, California Code of Regulations, Title 24, Part 3, California Building Standards Commission, based upon the 2017 National Electrical Code as published by the National Fire Protection Association;

The 2019 California Mechanical Code, California Code of Regulations, Title 24, Part 4, California Building Standards Commission, based upon the 2018 Uniform Mechanical Code as published by the International Association of Plumbing and Mechanical Officials;

The 2019 California Plumbing Code, California Code of Regulations, Title 24, Part 5, California Building Standards Commission, based upon the 2018 Uniform Plumbing Code as published by the International Association of Plumbing and Mechanical Officials;

The 2019 California Historical Building Code, California Code of Regulations, Title 24, Part 8, as published by the California Building Standards Commission;

The 2019 Green Building Standards Code, California Code of Regulations, Title 24, Part 11, California Building Standards Commission as published by the International Code Council;

The 2019 California Existing Building Code, California Code of Regulations, Title 24, Part 10, California Building Standards Commission based upon the 2018 International Existing Building Code;

The 2019 Residential Code, California Code of Regulations, Title 24, Part 2.5, California Building Standards Commission, based upon the 2018 International Residential Building Code as published by the International Code Council;

The 2019 California Fire Code, California Code of Regulations, and Appendix Chapter 1, Administration, Title 24, Part 9 based on the 2018 International Fire Code published by the International Code Council.

The 2019 California Energy Code, Title 24, Part 6, California Building Standards Commission as published by the International Code Council.

The City may establish more restrictive building standards as reasonably necessary because of local climatic, geological, or topographical conditions. The proposed amendments are based upon these tangible conditions and past practice.

On March 2, 2020, the City Council introduced the ordinance at its regular meeting, waived further reading and passed to second reading without comment or modification.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

Adoption of this ordinance formalizes the City's participation in enforcing the building codes as adopted by the State Building Standards Commission. This will provide necessary clarification regarding the adopted regulations governing property development, building construction and maintenance.

ATTACHMENTS:

Exhibit "A", Copy of Ordinance to Adopt 2019 California Codes
Exhibit "B", Copy of the 2019 California Building Code, Volumes 1 and 2
Exhibit "C", Copy of the 2019 California Electrical Code
Exhibit "D", Copy of the 2019 California Mechanical Code
Exhibit "E", Copy of the 2019 California Plumbing Code
Exhibit "F", Copy of the 2019 Historical Building Code
Exhibit "G", Copy of the 2019 California Green Building Standards Code
Exhibit "H", Copy of the 2019 California Residential Building Code
Exhibit "I", Copy of the 2019 California Fire Code
Exhibit "J", Copy of the 2019 California Energy Code
Exhibit "K", Copy of the 2019 Existing Building Code

Report Prepared By:
Kent Kampton, Building Inspection Supervisor

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Ordinance to Amend Pittsburg Municipal Code)
Chapters 15.08, 15.16, 15.18, 15.20, 15.22,)
15.26, 15.28, 15.32, 15.60 and 15.64 Which)
Adopts by Reference the 2019 California Codes)

ORDINANCE NO. 20-1472

The City Council of the City of Pittsburg DOES ORDAIN as follows:

SECTION 1. Amend Chapter 15.08 of the Pittsburg Municipal Code entitled "Building Code."

Chapter 15.08, "Building Code" of Title 15 "Buildings and Construction" of the Pittsburg Municipal Code is hereby amended in its entirety to read as follows:

Section 15.08.040 Amendments to Appendix Chapter 1, Administration.

Set forth below are the local amendments, additions, and deletions to the Administrative portion of the 2019 California Building Code. Chapter and section numbers used herein are those of Chapter 1 of the 2019 California Building Code.

Section 107.5, Retention of Construction Documents, is hereby amended to read:

Section 107.5 Maintenance of Building Plans. The building division of the City of Pittsburg shall maintain an official copy, which may be on microfilm or other type of photographic copy of the plans of every building, during the life of the building, for which the department issued a building permit. "Building Division" means the department, bureau, or officer charged with the enforcement of laws or ordinances regulating the erection, construction, or alteration of buildings. Except for plans of a common interest development as defined in Section [1351](#) of the Civil Code, plans need not be filed for:

- (a) Single or multiple dwellings not more than two stories and basement in height.
- (b) Garages and other structures appurtenant to buildings described under subdivision (a).
- (c) Farm or ranch buildings.
- (d) Any one-story building where the span between bearing walls does not exceed 25 feet.

The exemption in this subdivision does not apply to a steel frame or concrete building.

Section 109.4 is hereby added to read:

Section 109.4 Work Before Permits. Work commencing before permit issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be

subject to a fee established by the building official that shall be in addition to the required permit fees.

Section 109.9 "Reinspection Fees" is hereby amended to read:

Section 109.5 "Fees" Reinspections. If reinspections are required, fees for the same may be assessed in accordance with Section 109.

To obtain a re-inspection, the permittee shall pay any assessed re-inspection fee. In those instances where the building official has assessed a re-inspection fee, the building inspector shall perform no additional inspections of the work until the required fee has been paid.

SECTION 2. Amend Chapter 15.16 of the Pittsburg Municipal Code entitled "Electrical Code."

Sections 15.16.010 and 15.16.040 of the Pittsburg Municipal Code are hereby amended in their entirety to read as follows:

Section 15.16.010 Adoption.

- A. Pursuant to Sections 50022.1 to 50022.10, inclusive, of the Government Code, the City Council adopts and enacts as the electrical code of the City, the 2019 California Electrical Code (CEC), California Code of Regulations, Title 24, Part 3, and Appendices [based on the 2017 National Electrical Code published by the National Fire Protection Association].
- B. One copy of the CEC is on file with the Building Division for use and examination by the public, along with changes, additions and deletions relating to sections of the CEC as set forth in this chapter. In addition, all subsequent supplements to the CEC and related publications are adopted by reference.

Section 15.16.040 Amendments, Additions, and Deletions to the National Electrical Code.

Set forth below are the local amendments, additions, and deletions to the 2019 California Electrical Code. Chapter and section numbers used herein are those of the 2019 California Electrical Code.

Section 89.108.8 "Appeals Board" is replaced by Section 113 "Board of Appeals" of Appendix Chapter 1 of the 2019 California Building Code.

Article 100, Definitions, is hereby amended by the addition of the following words or phrases:

"CITY or THE CITY" shall refer to the City of Pittsburg as the text requires.

"CITY COUNCIL" shall refer to the City Council of the City of Pittsburg.

"ELECTRICAL CONTRACTOR" shall refer to a contractor in possession of a valid license issued in accordance with the provisions of the California Contractors State License Board.

“ELECTRICAL INSPECTOR” shall refer to the Building Official of the City of Pittsburg or his or her authorized representative.

“ELECTRICAL WORK” shall refer to the installation, construction, maintenance, and repair of electrical equipment.

“PERSON” shall refer to a natural person, his or her heirs, executors, administrators, or assignees, and also includes a firm, partnership, or corporation, its’ or their successors or assignees, or the agent of any of the aforesaid.

“SINGLE FAMILY DWELLING” shall refer to a residential building containing one or two dwelling units.

SECTION 3. Amend Chapter 15.18 of the Pittsburg Municipal Code entitled “Historical Building Code.”

Section 15.18.010 of the Pittsburg Municipal Code is hereby amended in its entirety to read as follows:

Section 15.18.010 Adoption.

- A. Pursuant to Sections 50022.1 to 50022.10, inclusive, of the Government Code, the City Council adopts and enacts as the historical building code of the City, the 2019 California Historical Building Code (CHBC), California Code of Regulations, Title 24, Part 8, [as published by the California Building Standards Commission].
- B. One copy of the CHBC is on file with the Building Division for use and examination by the public, along with changes, additions and deletions relating to sections of the CHBC as set forth in this chapter. In addition, all subsequent supplements to the CHBC and related publications are adopted by reference.

SECTION 4. Amend Chapter 15.20 of the Pittsburg Municipal Code titled “Fire Code – Regulations.”

Section 15.20.010 of the Pittsburg Municipal Code is hereby amended to read as follows:

Section 15.20.010 Adoption.

- A. Pursuant to Sections 50022.1 to 50022.10 inclusive of the Government Code, the City Council adopts and enacts as the fire code of the City the 2019 California Fire Code (California Code of Regulations, and Appendix Chapter 1. Administration, Title 24, Part 9 [based on the 2018 International Fire Code published by the International Code Council].
- B. One copy of the CFC is on file with the city clerk for use and examination by the public, along with changes, additions, all subsequent supplements to the CFC and related publications are adopted by reference.

SECTION 5: Amend Section 15.20.040 (H) of the Pittsburg Municipal Code to add the following:

Section 903.2.10.2 Group S-2 Low Hazard Storage. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-2 occupancy exceeding 5,000 square feet.

Exception: Open Parking Garages, Canopies and Photovoltaic Panel Systems (with open parking underneath) The requirement for an automatic sprinkler system shall be in accordance with Table 506.2 of the California Building Code.

SECTION 6. Amend Chapter 15.22 of the Pittsburg Municipal Code entitled "Green Building Standards Code."

Section 15.22.010 of Pittsburg Municipal Code is hereby amended in its entirety to read as follows:

Section 15.22.010 Adoption.

- A. Pursuant to Sections 50022.1 to 50022.10, inclusive, of the Government Code, the City Council adopts and enacts as the green building code of the City, the 2019 California Green Building Standards Code (CGBSC), California Code of Regulations, Title 24, Part 11, [as published by the California Building Standards Commission].
- B. One copy of the CGBSC is on file with the building division for use and examination by the public, along with changes, additions and deletions relating to sections of the CGBSC as set forth in this chapter. In addition, all subsequent supplements to the CGBSC and related publications are adopted by reference.

SECTION 7. Amend Chapter 15.26 of the Pittsburg Municipal Code entitled "Residential Code."

Section 15.26.010 of the Pittsburg Municipal Code is hereby amended in its entirety to read as follows:

Section 15.26.010 Adoption.

- A. Pursuant to Sections 50022.1 to 50022.10, inclusive, of the Government Code, the City Council adopts and enacts as the residential code of the City, the 2019 California Residential Code (CRC), California Code of Regulations, Title 24, Part 2.5, [based upon the 2018 International Residential Code as published by the International Code Council].
- B. One copy of the CRC is on file with the building division for use and examination by the public, along with changes, additions and deletions relating to sections of the CRC as set forth in this chapter. In addition, all subsequent supplements to the CRC and related publications are adopted by reference.

SECTION 8. Amend Chapter 15.28 of the Pittsburg Municipal Code entitled “Mechanical Code.”

Sections 15.28.010, 15.28.030 and 15.28.040 of the Pittsburg Municipal Code are hereby amended in their entirety to read as follows:

Section 15.28.010 Adoption.

- A. Pursuant to Sections 50022.1 to 50022.10, inclusive, of the Government Code, the City Council adopts and enacts as the mechanical code of the City, the 2019 California Mechanical Code (CMC), California Code of Regulations, Title 24, Part 4, and Appendices [based on the 2018 Uniform Mechanical Code published by the International Association of Plumbing and Mechanical Officials].
- B. One copy of the CMC is on file with the Building Division for use and examination by the public, along with changes, additions and deletions relating to sections of the CEC as set forth in this chapter. In addition, all subsequent supplements to the CMC and related publications are adopted by reference.

Section 15.28.030 Adoption, Appendix Chapter 1, Administration.

Appendix Chapter 1, Administration, 2019 California Building Code (Code of Regulations, Title 24, Part 2, Volume 2) is hereby adopted as the administrative chapter for the Mechanical Code for the City of Pittsburg.

Section 15.28.040 Amendments, Additions, and Deletions to the Mechanical Code.

Set forth below are the local amendments, additions, and deletions to the 2019 California Mechanical Code. Chapter and section numbers used herein are those of the 2019 California Mechanical Code.

Appendix Chapter 1 is hereby adopted as the administrative chapter for this code.

Reference is made to the Appendix Chapter 1 Administration of 2019 California Building Code, which is based on the 2018 International Building Code as published by the International Code Conference and amended by the City of Pittsburg. Where there is a conflict between administrative requirements of each code the administrative requirements of the Building Code shall prevail.

Section 101.0 “Title” The first sentence of Section 101.0 is hereby amended to read:

Section 101.1 This ordinance may be cited and shall be known as the “Mechanical Code of the City of Pittsburg”.

Section 114.1 “Permit Issuance” is hereby amended to read:

Section 104.4 Applicant Qualifications. No permit shall be issued to any person to do or cause to be done any plumbing work regulated by this chapter unless such applicant qualifies under one of the following:

- A. Applicant possesses a valid, unexpired and unrevoked plumbing contractor's license issued to him / her under the applicable provisions of the Business and Professions Code of the state; or
- B. Applicant is the bona fide owner of the property, which property consists of a single-family dwelling, duplex or single unit in a condominium complex used exclusively as a dwelling, and all accessory buildings thereto; provided, that the owner or a member of his/her immediate family shall perform all labor pursuant to the permit.

Section 203, Definition of Terms, is hereby amended to read:

ADMINISTRATIVE AUTHORITY shall mean the City Building Official of the City of Pittsburg or his or her duly authorized representative.

"CITY OF" or "THE CITY" shall refer to the City of Pittsburg as the text may require.

"CITY COUNCIL" shall refer to the City Council of the City of Pittsburg.

SECTION 9. Amend Chapter 15.32 of the Pittsburg Municipal Code entitled "Plumbing Code."

Sections 15.32.010, 15.32.040 and 15.32.050 of the Pittsburg Municipal Code are hereby amended in their entirety to read as follows:

Section 15.32.010 Adoption.

- A. Pursuant to Sections 50022.1 to 50022.10, inclusive, of the Government Code, the City Council adopts and enacts as the plumbing code of the City, the 2019 California Plumbing Code (CPC), California Code of Regulations, Title 24, Part 5, and Appendices [based on the 2018 Uniform Plumbing Code published by the International Association of Plumbing and Mechanical Officials].
- B. One copy of the CPC is on file with the Building Division for use and examination by the public, along with changes, additions and deletions relating to sections of the CPC as set forth in this chapter. In addition, all subsequent supplements to the CPC and related publications are adopted by reference.

Section 15.32.040 Adoption, Appendix Chapter 1, Administration.

Appendix Chapter 1, Administration, 2019 California Building Code (Code of Regulations, Title 24, Part 2, Volume 2) is hereby adopted as the administrative chapter for the building codes for the City of Pittsburg.

Section 15.32.050 Amendments, Additions, and Deletions to the Uniform Plumbing Code.

Set forth below are the local amendments, additions, and deletions to the 2019 California Plumbing Code. Chapter and section numbers used herein are those of the 2019 California Plumbing Code.

Reference is made to the Appendix Chapter 1 Administration of 2019 California Building Code, which is based on the 2018 International Building Code as published by the

International Code Conference and amended by the City of Pittsburgh. Where there is a conflict between administrative requirements of each code the administrative requirements of the Building Code shall prevail.

Section 101.0, Title. This ordinance may be cited and shall be known as the “Plumbing Code of the City of Pittsburgh”.

Section 103.3 “Permit Issuance” is hereby amended to read as follows:

Section 104.4 Permit Issuance.

104.4.1.1 Applicant Qualifications. No permit shall be issued to any person to do or cause to be done any plumbing work regulated by this chapter unless such applicant qualifies under one of the following:

- C. Applicant possesses a valid, unexpired and unrevoked plumbing contractor’s license issued to him/her under the applicable provisions of the Business and Professions Code of the state; or
- D. Applicant is the bona fide owner of the property, which property consists of a single-family dwelling, duplex or single unit in a condominium complex used exclusively as a dwelling, and all accessory buildings thereto; provided, that the owner or a member of his/her immediate family shall perform all labor pursuant to the permit.

Section 203, Definition of Terms, is amended by adding:

ADMINISTRATIVE AUTHORITY shall mean the City Building Official of the City of Pittsburgh or his or her duly authorized representative.

“CITY OF” or “THE CITY” shall refer to the City of Pittsburgh as the text may require.

“CITY COUNCIL” shall refer to the City Council of the City of Pittsburgh.

SECTION 10. Amend Chapter 15.60 of the Pittsburgh Municipal Code entitled “Existing Building Code.”

Section 15.60.010 of the Pittsburgh Municipal Code is hereby amended in its entirety to read as follows:

Section 15.60.010 Adoption.

- A. Pursuant to Sections 50022.1 to 50022.10, inclusive, of the Government Code, the City Council adopts and enacts as the existing building code of the City, the 2019 Existing Building Code (CEBC), California Code of Regulations, Title 24, Part 10, [based upon portions of the 2018 International Existing Building Code published by the International Code Council].

- B. One copy of the CEBC is on file with the Building Division for use and examination by the public, along with changes additions ad deletions relating to sections of the CEBC as set forth in this chapter. In addition, all subsequent supplements to the CEBC and related publications are adopted by reference.

SECTION 11. Amend Chapter 15.64 of the Pittsburg Municipal Code titled "Energy Code."

Sections 15.64, "Energy Code" of Title 15 "Buildings and Construction" of the Pittsburg Municipal Code is hereby amended to read as follows:

Section 15.64.010 Adoption.

- A. Pursuant to Sections 50022.1 to 50022.10, inclusive, of the Government Code, the City Council adopts and enacts as the energy code of the City, the 2019 California Energy Code, California Code of Regulations, Title 24, Part 10, [as published by the California Building Standards Commission].
- B. One copy of the California Energy Code is on file with the building division for use and examination by the public, along with changes additions and deletions relating to sections of the California Energy Code as set forth in this chapter. In addition, all subsequent supplements to the California Energy Code and related publications are adopted by reference.

SECTION 12. Effective Date.

This ordinance shall be in full force and effective thirty (30) days after its adoption.

SECTION 13. Publication.

The City Clerk shall either (a) have this ordinance published once within 15 days after adoption in a newspaper of general circulation or (b) have a summary of the ordinance published twice in a newspaper of general circulation, once 5 days before its adoption and again 20 days after its adoption.

The foregoing ordinance was introduced at a meeting of the City Council of the City of Pittsburg held on March 2, 2020, and was adopted and ordered published at a meeting of the City Council held on April 6, 2020, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

Jelani Killings, Mayor

ATTEST:

Alice E. Evenson, City Clerk



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Approving Speed Humps on Heatherwood Drive

MEETING DATE:

EXECUTIVE SUMMARY

The City's Traffic Calming Policy includes specific criteria to be used when considering the use of speed humps to calm traffic on City streets. If the City Council approves the proposed speed humps on Heatherwood Drive, installation can be scheduled later this year.

FISCAL IMPACT

The engineer's estimate for this work is \$30,000. If approved, this project will be funded by the FY 2019-20 Citywide Traffic Calming budget previously approved by the City Council. There are sufficient funds to cover the construction cost. No new funds are requested.

RECOMMENDATION

City Council adopt the attached resolution approving installation of speed humps on Heatherwood Drive.

BACKGROUND

On May 17, 2004, the City Council adopted Resolution 04-10078, approving the City's Traffic Calming Policy, which includes the use of speed humps meeting certain criteria.

On October 7, 2019, a resident submitted an application for speed humps on Heatherwood Drive between Greenridge Drive and Oakridge Lane. Staff evaluated the request.

On November 21, 2019, staff informed the applicant that preliminary warrants for speed humps on Heatherwood Drive were met and that a petition in favor of speed humps on this street segment was needed with signatures from at least 2/3 of the households on, or within 100 feet of Heatherwood Drive between Greenridge Drive and Oakridge Lane.

On December 6, 2019, staff completed verification of signatures on the required petition for speed humps on Heatherwood Drive between Greenridge Drive and Oakridge Lane.

On February 5, 2020, the Community Advisory Commission received a presentation from the City's Engineering Division and recommended the City Council approve the installation of speed humps on Heatherwood Drive, as proposed.

SUBCOMMITTEE FINDINGS

This item was not reviewed by a subcommittee.

STAFF ANALYSIS

Staff has verified all criteria and warrants have been met for the installation of speed humps on Heatherwood Drive, between Greenridge Drive and Oakridge Lane. The criteria used is summarized on the attached Investigation Form for Heatherwood Drive.

ATTACHMENTS:

Resolution
Investigation Report
Site Map

Report Prepared By:
Nhat Phan, Civil Engineer I

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Resolution Approving Speed)
Humps on Heatherwood Drive)

RESOLUTION NO. 20-

The Pittsburgh City Council FINDS AND DETERMINES as follows:

WHEREAS, on May 17, 2004, the City Council adopted Resolution 04-10078, approving the City's current Traffic Calming Policy; and

WHEREAS, on October 7, 2019, the City received an application for the installation of speed humps on the entire length of Heatherwood Drive; and

WHEREAS, on November 21, 2019, City staff evaluated Traffic Calming Policy criteria for installing speed humps on Heatherwood Drive, between Greenridge Drive and Oakridge Lane and has determined that all criteria and warrants have been met; and

WHEREAS, on February 5, 2020, the City's Community Advisory Commission recommended that the City Council approve the installation of speed humps on Heatherwood Drive between Greenridge Drive and Oakridge Lane.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburgh hereby approves the installation of speed humps on Heatherwood Drive between Greenridge Drive and Oakridge Lane.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 6th day of April 2020, by the following vote:

AYES:

NOES:

ABSTAINED:

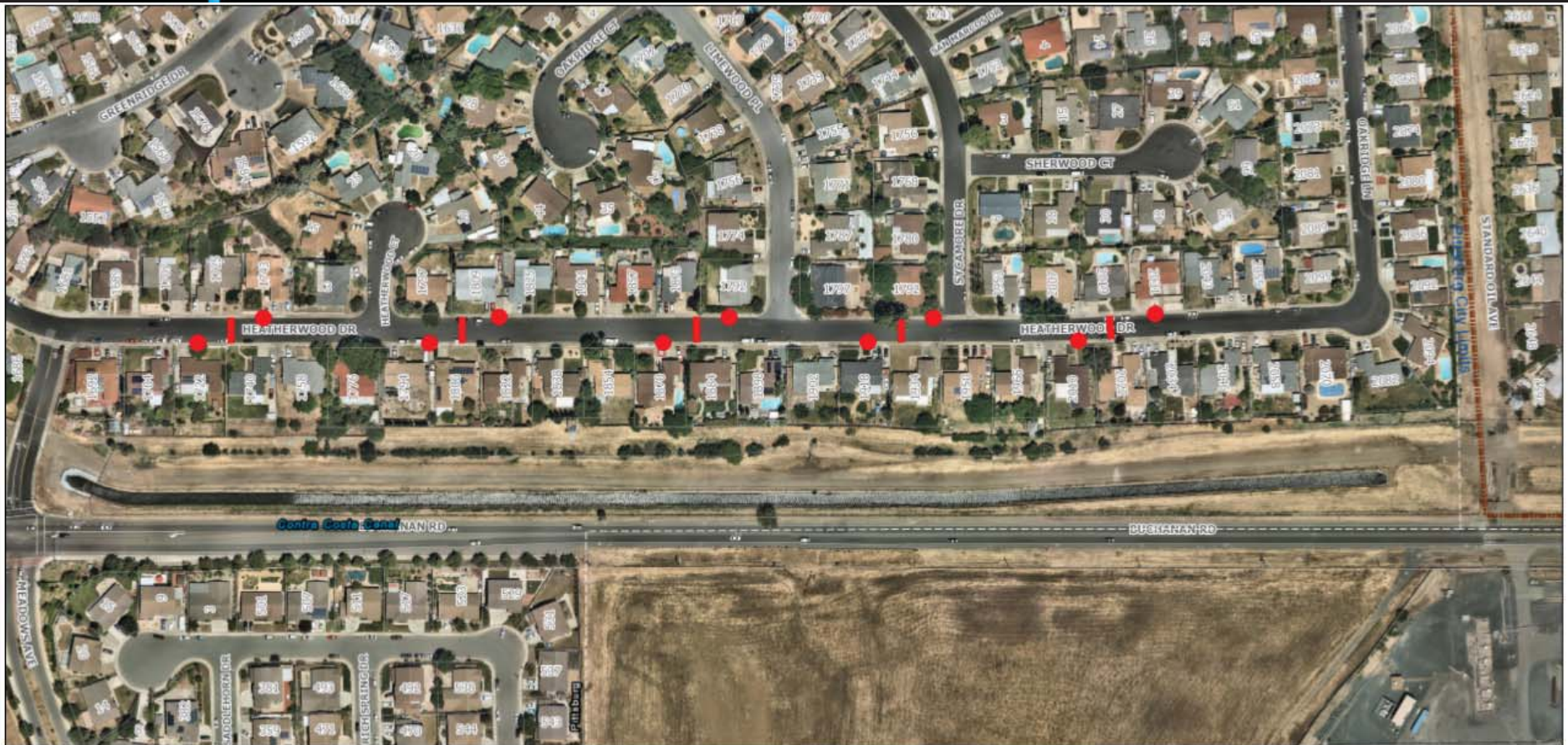
ABSENT:

Jelani Killings, Mayor

ATTEST:

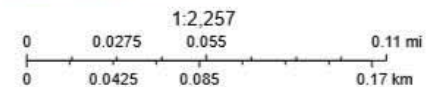
Alice E. Evenson, City Clerk

Heatherwood Drive Speed Hump Proposal



1/23/2020, 9:48:25 AM

-  Parcel
-  City Limits
-  CCC Housing Authority
-  Caltrans ROW
-  Railroads
-  W17-1
-  Proposed Speed Hump Location



Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community
 Sources: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Disclaimer: All reasonable effort has been made to assure the accuracy of the maps for its intended purpose. However, the GIS data may or may not be an exact definition of the distance, location, length, area, material or time of facilities shown herein.

City of Pittsburg

Engineering Division

65 Civic Avenue, Pittsburg CA 94565

Phone: (925) 439-4930

Speed Hump Request Investigation

Street Name: Heatherwood Drive Posted Speed: 25 mph

Limits: Greenridge Drive to Oakridge Lane

- Initial Petition Submitted and Verified ☒ Yes No No. Of Signatures: 10
- Residential local or collector street ☒ Yes No ☒ Local ☐ Collector
- No Bus Route ☒ Yes No
- Improved streets with curb and gutter ☒ Yes No
- Posted speed limit of 25 or 35 MPH ☒ Yes No Posted: 25
- 15% of traffic must be at least 6 MPH greater than the existing speed limit ☒ Yes No Critical Speed: 32
- The average daily traffic is more than 500 and no more than 3000 vehicles per day ☒ Yes No A.D.T: 970 - 1025
- Street with a grade equal or less than 5 percent ☒ Yes No Grade: 0 %
- Street segment 750' or longer ☒ Yes No Length: 2,275 lf
- Two Other Traffic Calming Strategies Deemed Ineffective ☒ Yes No 1.) Police Enforcement
2.) Feedback Trailer
- All Preliminary Warrants Met ☒ Yes NO
- The installation of speed humps shall not unduly affect response times of emergency services as determined by the City Traffic Engineer.
- "Request for Speed Humps" petition on file and addresses verified with 67% approval. ☒ Yes No : 67%

NOTES: _____

Investigation Completed By: Nhat Phan Date: 12/6/2019

Priority Score (PS)= V+AR

V: 7

AR: 0.3

PS: 7.3



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Approving an Interagency Agreement with the City of San Pablo for an Interim Police Captain

MEETING DATE:

EXECUTIVE SUMMARY

If approved, the resolution will authorize the City Manager or his designee to execute an Inter-Agency Agreement between the City and the City of San Pablo, which has requested the temporary assignment of one Pittsburg Police Captain to fulfill a vacancy in the San Pablo Police Department.

FISCAL IMPACT

The City of San Pablo has agreed to reimburse the City of Pittsburg for the temporary assignment of one Pittsburg Police Captain at a total monthly compensation rate of \$28,526, for a period of time not to exceed one year or a maximum reimbursement of \$342,312.

RECOMMENDATION

City Council approve the attached resolution authorizing the City Manager to execute the Inter-Agency Agreement with the City of San Pablo to provide one Police Captain to serve as an interim San Pablo Police Captain.

BACKGROUND

Since undergoing a department reorganization establishing new positions in 2017, the San Pablo Police Department has appointed one Police Captain, leaving one vacant Captain position. While the recruitment process continues, the San Pablo Police Department has requested the Pittsburg Police Department provide a temporary Police Captain for up to 12 months. The interim Captain would assist with the development of San Pablo police personnel until a permanent Police Captain is appointed. San Pablo Police expect to fill the vacancy by December 2020. The interim period should be complete within 12 months.

SUBCOMMITTEE FINDINGS

This item was not submitted to a subcommittee.

STAFF ANALYSIS

Staff recommends the City Council authorize the City Manager or his/her designee to execute an Inter-Agency Agreement on behalf of the City to Pittsburg to provide a temporary Police Captain to the City of San Pablo for a term not to exceed 12 months or \$342,312.

ATTACHMENTS:

Resolution
Agreement

Report Prepared By:
Brian Addington, Chief of Police

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Resolution Authorizing an Agreement)
between the City and the City of San Pablo)

RESOLUTION NO. 20-

The Pittsburg City Council FINDS AND DETERMINES as follows:

WHEREAS, the City of San Pablo has requested the assistance of the Pittsburg Police Department by providing a temporary Police Captain until such time a permanent Police Captain can be appointed; and

WHEREAS, the Chief of Police has determined that the Police Department can provide the assistance requested without significant negative impact to the City or reduction in service to the public; and,

WHEREAS, the City of San Pablo has agreed to reimburse the City for the temporary assignment of one Police Captain to serve as an interim San Pablo Police Captain at a total monthly compensation of \$28,526 not to exceed one year or \$342,312.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby authorizes the City Manager, or his designee to negotiate and execute the Agreement and necessary documents and take such further actions as may be necessary to carry out the City's obligations under this resolution.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 6th day of April 2020, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Mayor

ATTEST:

Alice E. Evenson, City Clerk

INTER-AGENCY AGREEMENT FOR TEMPORARY POLICE CAPTAIN SERVICES

Effective on March 16, 2020, the City of Pittsburg, a municipal corporation ("Pittsburg"), and the City of San Pablo ("San Pablo"), a municipal corporation ("San Pablo"), enter into this Inter-Agency Agreement for Temporary Police Captain Services ("Agreement") and hereby agree as follows:

1. **Purpose.** San Pablo has a vacant Police Captain position and needs these services on a temporary basis. Pittsburg is willing to provide temporary Police Captain services.

2. **Services by Pittsburg.** Pittsburg agrees to provide a Police Captain, whose identity is mutually agreeable to San Pablo, to perform the following services under the following terms:

a. Pittsburg agrees to provide a Police Captain, whose identity is mutually agreeable to San Pablo, to perform full-time Police Captain services for the San Pablo Police Department Operations Bureau, including supervision and mentoring of San Pablo Police Department personnel, with the exception that the Police Captain will not have the authority to: i) speak to the media on behalf of San Pablo unless specifically authorized by the San Pablo Chief of Police; or ii) to sign contracts or invoices on behalf of San Pablo. The San Pablo Police Chief may assign other tasks as needed. However, the Police Captain will remain an employee of Pittsburg, and Pittsburg shall have the authority and responsibility to supervise and discipline the Pittsburg Police Captain as needed. San Pablo may report any concerns about Pittsburg personnel performing services under this Agreement to Pittsburg for Pittsburg to handle.

b. In addition to notifying Pittsburg of any absences, the Police Captain shall also notify San Pablo's Police Chief of any absences for planning purposes. Absences longer than one week will either require substitute personnel or a cost proration at San Pablo's discretion.

c. Pittsburg shall provide the equipment for the Police Captain, including but not limited to a car and firearm, but San Pablo shall provide a San Pablo uniform and badge while the Police Captain is providing services to San Pablo and a computer at the San Pablo Police Facility. Upon suspension or termination of services, Pittsburg shall return the San Pablo uniform and badge to San Pablo.

d. Police Captain shall identify as a Pittsburg police officer and shall not wear the San Pablo uniform or badge when: off-duty except when driving to and from work for San Pablo; called back to Pittsburg for an emergency, training or other need in Pittsburg; or if responding to a County-wide Emergency Operations/Mutual Aid scenario at the direction of Pittsburg Police Chief.

e. After termination of this Agreement, if Police Captain's testimony is needed or there is a reasonable follow-up question for the Police Captain, then Pittsburg agrees to provide such services at no additional cost.

3. **Term of the Agreement.** The term of this Agreement shall commence on the effective date and not exceed 12 months. Either party may terminate this Agreement upon 30 days written notice. Either party may suspend the services immediately if determined to be in the best interests of that party. The rights and obligations of Section 6 "Indemnification" shall survive any such termination.

4. **Payment for Services.**

a. San Pablo agrees to pay Pittsburg for Police Captain services \$28,526 per month, which includes all labor, benefits, overhead and equipment costs except as set for the in this Agreement and more specifically set forth below:

Salary:

\$16,247 – Base Monthly pay

\$ 2,762 – EE Incentives (5% holiday, 10% education, 2.5% Command College)

\$ 950 – Special Assignment pay (5%)

\$ 400 – estimated COLA (2%)

\$20,359 – Total Salary

Benefits:

\$8,167 (actual costs)

Total monthly compensation: \$28,526

b. Pittsburg shall invoice San Pablo not more than twice monthly and San Pablo shall pay Pittsburg no more than 30 days after receipt of the invoice. Invoices shall be pro-rated for time that the Pittsburg Police Captain spends if called back to Pittsburg for training or to provide services for Pittsburg.

c. Payment for services under this Agreement shall not exceed \$342,312.

d. The Pittsburg Police Captain shall complete and submit timesheets to Pittsburg but shall indicate on the timesheets or other documentation when providing services to San Pablo.

e. San Pablo shall pay for gas for the Police Captain while providing services for San Pablo.

5. **Ownership of Materials.** Any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by Pittsburg Police Captain under this Agreement shall be the property of San Pablo.

6. **Indemnification.**

a. San Pablo agrees to defend, indemnify, and hold harmless Pittsburg, its officers, agents, and employees against any and all loss, damage, liability, expense, claims or demands, arising from San Pablo's negligent acts under this Agreement.

b. Pittsburg agrees to defend, indemnify, and hold harmless San Pablo, its officers, agents, and employees against any and all loss, damage, liability, expense, claims or demands, arising from Pittsburg's negligent acts under this Agreement.

c. Any claims involving the services under this Agreement or the Police Captain assigned to provide services under this Agreement shall immediately be brought to the attention of the City Manager and City Attorney of both Parties and the joint risk pool for both Parties, the Municipal Pooling Authority, shall be notified.

7. Independent Status.

a. Nothing herein shall be construed to imply that the Police Captain or any Pittsburg employee providing services under this Agreement is a San Pablo employee.

b. Pittsburg is solely responsible for all matters relating to the payment of its employees including but not limited to the Police Captain, including payment of all wages; compliance with social security, withholding tax and all other laws and regulations governing such matters; provision and payment of all employee benefits, including but not limited to workers compensation insurance, health insurance, life insurance, and retirement. In the event that Police Captain or anyone providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of San Pablo, Pittsburg shall indemnify, defend, and hold harmless San Pablo for the payment of any employee and/or employer contributions for PERS benefits on behalf of Pittsburg or its employees, agents, subconsultants or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of San Pablo.

8. Amendments. The parties may agree to amend this Agreement in writing.

9. Assignment and Subcontracting. A substantial inducement to San Pablo for entering into this Agreement was, and is, the reputation and competence of Pittsburg and the identified Police Captain. Accordingly, this Agreement cannot be assigned nor subcontracted.

10. Waiver. The waiver by either Party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.

11. No Third-Party Rights. The Parties do not intend to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation, or undertaking established herein.

12. Severability. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the Parties.

13. **Compliance with Laws.** In the performance of this Agreement, the Parties shall abide by and conform to any and all applicable laws of the United States, the State of California, and City ordinances. Pittsburg warrants that all services done under this Agreement will comply with all applicable safety rules, laws, statutes and practices, including but not limited to Cal/OSHA regulations.

14. **Controlling Law and Venue.** This Agreement and all matters relating to it shall be governed by the laws of the State of California, and venue for any legal action arising from or relating to this Agreement will be in the Superior Court of Contra Costa County, and no other place.

15. **Whole Agreement.** This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

16. **Multiple Copies of Agreement.** Multiple copies of this Agreement may be executed.

17. **Notices.** Any notice required to be given to Pittsburg and San Pablo will be sufficient if delivered in writing as designated below, or to such other addresses as either Party may respectively designate by written notice to the other:

Pittsburg: City of Pittsburg
City Manager
Pittsburg City Hall
65 Civic Avenue
Pittsburg, CA 94565

San Pablo: City of San Pablo
City Manager
San Pablo City Hall
1000 Gateway Avenue
San Pablo, CA 94806

IN WITNESS WHEREOF, the City Managers for the City of Pittsburg and City of San Pablo have executed this Agreement and are authorized to do so.

CITY OF PITTSBURG

By _____
Garret Evans, City Manager
Manager

ATTEST:

By _____
Alice E. Evenson, City Clerk

Approved as to Form:

By _____
Donna Mooney, City Attorney
Attorney

CITY OF SAN PABLO

By _____
Matt Rodriguez, City

ATTEST:

By _____
Patricia Ponce, City Clerk

Approved as to Form:

By _____
Lynn Tracy Nerland, City