CITY OF REDLANDS
CITY COUNCIL
SUCCESSOR AGENCY

A G E N D A S

JULY 5, 2023

EDDIE TEJEDA
Mayor

PAUL T. BARICH
Mayor Pro Tempore

DENISE DAVIS
Council Member

JENNA GUZMAN-LOWERY
Council Member

MARIO SAUCEDO
Council Member

***

JEANNE DONALDSON
City Clerk

PHILLIP DOOLITTLE
City Treasurer

CHARLES M. DUGGAN JR.
City Manager

YVETTE M. ABICH GARCIA
City Attorney

5:00 p.m. Open Public Meeting, Public Comment (Closed Session)
6:00 p.m. Open Session (Public Meeting)
* * *
City Council Chambers
Civic Center, 35 Cajon Street, Redlands, California

A G E N D A

The following information comprises the agenda for the regular meetings of the City Council of the City of Redlands and the Board of Directors of the Successor Agency of the former Redevelopment Agency of the City of Redlands at the times noted below in the City Council Chambers, Civic Center, 35 Cajon Street, Redlands, California, on:

TUESDAY, JULY 5, 2023

To join via Zoom on a computer, laptop, or smart device
Please visit www.zoom.us, click on Join a Meeting
Enter the **Meeting ID 824 4618 0187**, then run the Zoom launcher
To join via Zoom with audio only (cell phone or landline):
Dial **1-877-853-5247**
Enter the **Meeting ID 824 4618 0187**

Should the City lose connectivity on Zoom, we will halt the meeting until it can be restored. To check on the status of remote connectivity in the event of an outage, go to the City's website at www.cityofredlands.org or to the City's Facebook page at @CityofRedlands or the Instagram page at @CityofRedlands_CityHall.

In the event the City cannot reestablish Zoom connectivity in a reasonable amount of time, the mayor will adjourn the meeting to a future date.

***PLEASE NOTE**:* Anyone desiring to speak on an agendized item at this meeting may do so during the consideration of that item. Due to time constraints and the number of persons who may wish to give oral testimony, public comments will be limited to three (3) minutes.

- **To provide comment while participating from Council Chambers:**
  - Although it is not required, speakers are encouraged to submit a "Speaker Sign Up Sheet" before the meeting is convened. Forms are available in the Office of the City Clerk or in Council Chambers.
  - After the meeting has convened, you may place the speaker form in the basket at the table along the north wall of the Chambers. Please do not disturb the City Clerk while the meeting is in progress.
- **To provide comment through Zoom (on a computer, laptop, or smart device)**:
  - Click the "Raise Hand" button and the moderator will unmute you when it is your turn to speak
- **To provide comment via audio only (cell phone or landline)**:
  - Dial *9 to "Raise Hand". The moderator will identify you by your area code and last 3 numbers of your telephone number when it is your turn to speak.

PLEASE SILENCE CELL PHONES, PAGERS AND OTHER ELECTRONIC COMMUNICATION DEVICES UPON ENTERING THE CHAMBERS

5:00 P.M.

A. **Call City Council Meeting to Order**

B. **Public Comment**
(Any person wishing to provide public comment on a closed session matter may do so at this time.)

C. **Recess City Council Meeting to a Closed Session**

1. Conference with legal counsel: Existing Litigation - Government Code §54956.9(d)(1)
(City Attorney Abich Garcia)
One Case:

    1. Nelson v. City of Redlands,San Bernardino Superior Court, Case No. CIVSB2014053

Recycled Paper

6:00 P.M.

E. **Reconvene City Council Meeting**

F. ***Invocation by Mayor Tejeda - Pledge of Allegiance***
(In keeping with long-standing traditions of legislative invocations, this City Council meeting may include a brief invocation. Such invocations are not intended to proselytize or advance any one, or to disparage any other, faith or belief. Neither the City nor the City Council endorses any particular religious belief or form of invocation.)

G. **Closed Session Report**
(No reportable action taken in closed session unless otherwise announced by the City Attorney at this time.)

H. **Presentations**

1. Redlands Pet Adoption (Redlands Animal Services)

2. Proclamation recognizing Clare Henry Day presented to Michael Day.

I. **Public Comment - City Council**
(At this time, the City Council will provide an opportunity for the public to address them on any subject, within the jurisdiction of the City Council, which is not already scheduled on this agenda. However, any matter that requires action will be referred to staff for a report and possible action at a subsequent meeting. Comments will be limited to three {3} minutes.)

J. **Consent Calendar**
(The following routine items have been recommended for approval and will be acted upon simultaneously unless separate discussion and/or action is requested by a Councilmember or a member of the audience.)

1. Approve the regular meeting minutes of June 20, 2023 (City Clerk Donaldson)

2. Authorize issuance of proclamation recognizing Clare Henry Day (Mayor Tejeda)

3. Approve recommendation for appointment to the Cultural Arts Commission (Mayor Pro Tem Barich)

4. Disclosure and Approval of Settlement Agreement and Release of All Claims Pamela Nelson; San Bernardino County Superior Court Case No. CIVSB2104053 (City Attorney Garcia)

5. Adopt Resolution No. 8453 terminating the local emergency previously proclaimed in response to the COVID-19 pandemic (City Manager Duggan)

6. Approve the request to hold Vibe Health and Wellness Festival event hosted by University of Redlands - Alliance For Community Transformation and Wellness (ACTW) on September 17, 2023, within Sylvan Park and the surrounding area; authorize street closures related to the event; approve a request for in-kind support in the amount of $13,471 related to the event and determine that the approval of the request is exempt from environmental review pursuant to Section 15311(c) of the state's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

Recycled Paper

7. Accept grant award from San Manuel Band of Mission Indians to fund the 2023 Redlands Emergency Services Academy in the amount of $30,000 and authorize an additional appropriation of the same to the Police Department (Police Chief Tolber)

8. Adopt Resolution No. 8490 levying special taxes with the City of Redlands Community Facilities District No. 2004-1 (Development Services Director Desatnik)

9. Adopt Ordinance No. 2959 (Second Reading) - Ordinance of the City of Redlands amending Title 18 (zoning regulations) of the Redlands Municipal Code by adding chapter 18.230 for an Inclusionary Housing Program for the City of Redlands (Development Services Director Desatnik)

10. Approve the First Amendment to the Professional Services Agreement with CASC Engineering and Consulting, Inc., to allow for the continued performance of professional services for field survey and survey mapping/improvement plan review services for the City, change the City representative, and authorize an additional appropriation in the amount of $57,415 (Development Services Director Desatnik)

11. Approve the First Amendment to the Agreement with Liftoff, LLC for software licensing and consulting services (Management Services/Finance Director Garcia)

12. Adopt Resolution No. 8494 establishing an Appropriations Limit for Fiscal Year 2023-2024 (Management Services/Finance Director Garcia)

13. Authorize the annual payment to San Bernardino County Sheriff's Department (Cal-ID/Identix) in the amount of $85,650 for Redlands Police Department's Fingerprint Identification Services (Management Services/Finance Director Garcia)

14. Adopt Resolution No. 8492 Authorizing the Investment of City Monies in the Local Agency Investment Fund and Rescinding Resolution No. 8278 (Management Services/Finance Director Garcia)

15. Adopt Resolution No. 8493 updating the Authorized Signers on All Accounts Held with U.S. Bank, N.A. and Rescinding Resolution No. 8279 (Management Service/Finance Director Garcia)

K. **Communications**

1. Discussion and possible action relating to the adoption of Resolution No. 8505 denouncing intolerance and encouraging respect, inclusivity, compassion and hospitality (Council Member Saucedo)

L. **New Business**

1. Consideration of the Amended and Restated City Manager Employment Agreement between the City of Redlands and Charles M. Duggan, Jr. (Assistant City Manager McConnell)

2. Consideration of the First Amendment to the City Attorney Employment Agreement between the City of Redlands and Yvette M. Abich Garcia (Assistant City Manager McConnell)

3. Consideration of Memorandums of Understanding negotiated by City staff between the City of Redlands and the Redlands Professional Firefighters Association Redlands, the Redlands Police Officers Association, and the Redlands Civilian Safety Employees Association (Assistant City Manager McConnell)

Recycled Paper

4. Consideration of a Second Amendment to the Agreement with Southern California Fleet Services, Inc. to increase the total compensation for an amount not to exceed $2,887,000 and consideration of Resolution No. 8496 amending Resolution No. 8331 to approve a Purchase Order Modification and First Amendment to a Non-Professional Services Agreement with Ken Grody Ford Redlands, LLC. to a not-to-exceed amount of $325,312 to provide Ford Original Equipment Manufacturer (OEM) parts and repair services for the City (Facilities and Community Service Director Crocker)

M. **Individual Council Member Announcements and/or Reports on Activities**
(No collective discussion or action.)

N. **Adjournment**
The next regular meeting of the City Council will be held on July 18, 2023

O. **Successor Agency of the former Redevelopment Agency of the City of Redlands**

1. Call the regular meeting of the Successor Agency Board of Directors to order.

2. **Public Comment**
(At this time, the Agency Board will provide an opportunity for the public to address them on any subject, within the jurisdiction of the Successor Agency of the former Redevelopment Agency of the City of Redlands, which is not already scheduled on this agenda. However, any matter that requires action will be referred to staff for a report and possible action at a subsequent meeting. Comments will be limited to three {3} minutes.)

3. Approve the regular meeting minutes of June 6, 2023 (Secretary Donaldson)

4. Adjourn Successor Agency Board of Directors' meeting
The next regular meeting of the Agency will be held on September 5, 2023

If you challenge any proposed development entitlement listed on this agenda in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council at or prior to this public hearing.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact Goutam Dobey, of the Municipal Utilities and Engineering Department at (909) 798-7584 ext 2. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

(28 CFR 35.102-35.104 ADA Title II)

Any writings or documents distributed to a majority of the City Council regarding an open session agenda item less than 72 hours before this meeting are available for public inspection at the City Clerk's Office or at the dais of the City Clerk once the open session begins.

Staff reports or other written documentation relating to items referred to on the agenda are available at the A. K. Smiley Public Library, 125 West Vine Street, Redlands, California, and on the City's website referenced below.

Regular meetings are televised live on Redlands TV Channel 3 (Spectrum) and Channel 35 (Frontier) and re-broadcast at 7:00 P.M. the following Wednesday, Friday and Sunday; and at 9:00 A.M. Thursday, Saturday and Monday. Meetings are also streamed live and archived for later viewing on demand on the City's website at www.cityofredlands.org. Agendas, staff reports and minutes of the City Council of the City of Redlands are available online at: www.cityofredlands.org.

City Council/Successor Agency Meeting **J. 1.**

DATE: 07/05/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the regular meeting minutes of June 20, 2023 (City Clerk Donaldson)

MOTION:

I move to approve the regular meeting minutes of June 20, 2023

Attachments

Regular Meeting Minutes of June 20, 2023

MINUTES

Regular meeting of the City Council of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on June 20, 2023 at 5:00 P.M.

Present: Eddie Tejeda, Mayor
Paul Barich, Mayor Pro Tempore
Denise Davis, Council Member
Jenna Guzman-Lowery, Council Member
Mario Saucedo, Council Member

Staff: Charles M. Duggan, Jr., City Manager; Yvette M. Abich Garcia, City Attorney; Jeanne Donaldson, City Clerk; Janice McConnell, Assistant City Manager; Chris Boatman, Assistant City Manager; Danielle Garcia, Management Services/Finance Director; Brian Desatnik, Development Services Director; John Harris, Municipal Utilities and Engineering Director; Rich Sessler, Fire Chief; Rachel Tolber, Police Chief; Tabitha Crocker, Facilities and Community Services Assistant Director

Mayor Tejeda called the meeting to order and explained that comments could be presented in-person, via Zoom, via cell phone or landline. He offered the public an opportunity to provide comment on any item on the agenda for the closed session.

PUBLIC COMMENT

None forthcoming

CLOSED SESSION

Conference with legal counsel: Existing Litigation - Government Code §54956.9(d)(1)
(City Attorney Abich Garcia)
One Case:

a. Davis v. City of Redlands, et al., San Bernardino Superior Court, Case No. CIVSB2132368

a. Performance Evaluations of Public Employees – Government Code §54957(b)(1)
Position: City Attorney and City Manager
b. Conference with labor negotiator - Government Code §54957.6
(Assistant City Manager McConnell)

Agency Negotiators:	Mayor Tejeda and Mayor Pro Tem Barich
Unrepresented Employees	City Attorney and City Manager

Conference with labor negotiator - Government Code §54957.6
(Assistant City Manager McConnell)

Agency Negotiator:	Laura Kalty, Liebert Cassidy Whitmore; Janice McConnell; Tommi Ng, Danielle Garcia
Employee Organizations:	Redlands Association of Department Directors Redlands Association of Management Employees Redlands Association of Mid-Management Employees Redlands Association of Safety Management Employees Redlands Association of Fire Management Employees Redlands Police Officers Association Redlands Professional Firefighters Association Redlands Civilian Safety Employees Teamsters Local 1932 Redlands Chapter

RECONVENE CITY COUNCIL MEETING

The meeting reconvened at 6:15 P.M. with an invocation by Mayor Pro Tem Barich followed by the pledge of allegiance to the American flag.

CLOSED SESSION REPORT

City Attorney Garcia announced that no reportable action was taken during the closed session.

PRESENTATION

Council Members presented Proclamations to Angela Wilkinson, Joe Richardson, Pastor Jackie Green, Kenneth Ford and Gail Howard declaring June 19, 2023 as Juneteenth, Freedom Day.

PUBLIC COMMENT

Teamsters Local 1932 - James Estrada, representing the Teamsters, said union members provide great value to the City. They emulate a strong work ethic every day and strive to make the community a better place. He urged the Council to recognize and respect their worth during negotiations.

Juneteenth Freedom Day - Tracy Wise encouraged everyone to recognize the importance of celebrating Juneteenth, as it was a reminder that all lives have value.

Redlands Theatre Festival - Paul Blatchley informed everyone that Cliff Cabanilla, founder of the Redlands Theatre Festival held every summer at Prospect Park, had recently passed away. He suggested the City consider renaming the Avice Meeker Sewall Theatre in honor of Mr. Cabanilla.

Israel Beal Proclamation - Maria Brunner, from the office of Majority Leader Reyes, presented a proclamation to Angela Wilkinson in honor of Israel Beal, her great great grandfather. Ms. Wilkinson was highlighted for her commitment to the community and her ability to carry on the family legacy.

Pride Month - Joshua David Hall urged the Council to focus on the problems of homelessness

and public safety, instead of the LGBTQ+ community, where he says too much attention has been directed.

CONSENT CALENDAR

Minutes

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the special meeting minutes of June 5, 2023, and the regular meeting minutes of June 6, 2023.

Vote: 5 - 0 Passed

Human Relations Commission Appointment

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously appointed, by roll call vote, Neha Agarwal to serve the remainder of a four-year term ending October 18, 2026 on the Human Relations Commission.

Vote: 5 - 0 Passed

Airport Advisory Board Appointment

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously appointed, by roll call vote, Johnny Ghazal to serve the remainder of a four-year term on the Airport Advisory Board ending May 1, 2025.

Vote: 5 - 0 Passed

Resolution No. 8475 Destruction of Public Records

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously adopted, by roll call vote, Resolution No. 8475 approving the destruction of certain public records in the City Clerk's Office.

Vote: 5 - 0 Passed

Settlement Agreement Disclosure

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the public disclosure of details of an Agreement of Settlement and General Release between the City of Redlands and Candace Sheri Jean Davis. Under the terms of the agreement, the City agrees to pay Ms. Davis $50,000 to settle and dispose of disputes and controversies associated with a Complaint filed in the San Bernardino County Superior Court entitled Candace Sheri Jean Davis v City of Redlands, etal., Case No. CIVSB2132368.

Vote: 5 - 0 Passed

Affordable Housing Bond Act of 2024 Support Letter

As public comment, Bruce Laycook encouraged the Council to authorize Mayor Tejeda to sign a letter on behalf of the City of Redlands in support of AB 1657 enacting the Affordable Housing Bond Act of 2024.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously authorized, by roll call vote, Mayor Tejeda to sign a letter on behalf of the City of Redlands in support of AB 1657 enacting the Affordable Housing Bond Act of 2024.

Vote: 5 - 0 Passed

Resolution No. 8487 Wildland Protection

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously adopted, by roll call vote, Resolution No. 8487 approving Agreement 3CA06326 with the Department of Forestry and Fire Protection (Cal Fire) for wildland protection during fiscal year 2023-2024 for an amount not to exceed $244,353.46.

Vote: 5 - 0 Passed

Resolution No. 8481 Unclaimed Checks and Deposits

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, Resolution No. 8481 authorizing the transfer of unclaimed checks and deposits from their respective funds to the General Fund pursuant to California Government Code Section 50053.

Vote: 5 - 0 Passed

Special District Assessments Collection

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, an Agreement with San Bernardino County for the Collection of Special District Assessments.

Vote: 5 - 0 Passed

DIMS Linear Systems Software Purchase

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the single-source purchase of DIMS Linear Systems software in the amount of $43,997.14.

Vote: 5 - 0 Passed

RESA Agreement University of Redlands

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that approval of the agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approved the agreement between the City of Redlands and the University of Redlands for event services for the Redlands Emergency Services Academy (RESA).

Vote: 5 - 0 Passed

Resolution Nos. 8488 and 8489 Utility Services Outside City

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, Resolution No. 8488 for a new connection to the City of Redlands water distribution system and sewer collection system at 2160 Nice Avenue (APN: 0298-231-06-0000) in the unincorporated community of Mentone; adopted Resolution No. 8489 relating to Pre-Annexation Agreement No. 23-07; and determined that approval of the Resolutions is exempt from environmental review pursuant to Sections 15303 and 15319 of the California Environment Quality Act (CEQA) guidelines.

Vote: 5 - 0 Passed

Amending Agreement Implementation of the Inclusionary Housing Program

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the sole source Second Amendment to the Agreement with Keyser Marston Associates, Inc., to increase the total agreement amount not-to-exceed $100,400; and to extend the end term of the agreement to June 30, 2024, with an option to extend one additional year; and approved an additional appropriation of $50,000 from the General Fund unassigned fund balance to the Development Services FY 2022-23 Planning Budget, to allow for the continued performance of professional services associated with the implementation of the Inclusionary Housing Program.

Vote: 5 - 0 Passed

Partial Notice of Non-Renewal of a Land Conservation Agreement

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the execution and recordation of a Notice of Partial Non-Renewal of a Land Conservation Agreement (herein “Contract 77-530”) relating to two parcels of land (APN 0293-132-01-0000 (portion) and 0293-141-37-0000), owned by Canyon Ranch Development, LLC and located on San Timoteo Canyon Road in the City of Redlands, and conditioned upon Canyon Ranch executing an Indemnification Agreement in favor of the City of Redlands in form approved by the City Attorney; and approved the Indemnification Agreement pursuant to which Canyon Ranch will indemnify the City.

Vote: 5 - 0 Passed

Resolution Nos. 8482 and 8483 Utility Services Outside City

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, Resolution No. 8482 for new connections to the City of Redlands water distribution and sewer collection systems for four vacant 0.20 acre parcels located at 1243 Ansley Lane, 1239 Ansley Lane, 1215 Ansley Lane, and 2143 Nice Avenue and identified as county of San Bernardino Assessor's Parcel Numbers 0298-391-10-0000, 0298-391-09-0000, 0298-391-03-0000, and 0298-391-01-0000 in the unincorporated community of Mentone within San Bernardino County; adopted Resolution No. 8483 relating to Pre-Annexation Agreement No. 23-03; and determined that approval of the Resolutions is exempt from environmental review pursuant to Sections 15303 and 15319 of the California Environment Quality Act (CEQA) guidelines.

Vote: 5 - 0 Passed

Redlands Country Club Drainage Amendment

Mayor Pro Tem Barich recused himself from this item due to his membership status with the Redlands Country Club.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council determined, by roll call vote, that approval of the First Amendment to the Professional Services Agreement with Watearth, Inc. for the Redlands Country Club Drainage Study is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approved the First Amendment to the Professional Services Agreement with Watearth, Inc. The amendment will incorporate additional scope of work, increase the budget by $21,528.50, and extend the project completion time to August 31, 2023, with a revised agreement value of $89,503.

Vote: 4 - 0 Passed

Other: Mayor Pro Tempore Paul Barich (RECUSE)

Labor Compliance Review Software Purchase

Staff requested this item be pulled from tonight's agenda. The matter will be rescheduled for a future City Council meeting.

Air Quality Sampling and Analysis Service Agreement

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that approval of a Non-Professional Services Agreement with Quantum Analytical, Inc. is exempt from environmental review pursuant to section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approved a Non-Professional Services Agreement with Quantum Analytical, Inc. for air quality sampling and analysis for an amount not-to-exceed $102,500 for an initial term of one (1) year with the option to extend the agreement for one (1) additional year at $102,500.

Vote: 5 - 0 Passed

Recycled Water Reservoir Engineering Project Amendment

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that approval of the First Amendment to the Professional Services Agreement with Carollo Engineers, Inc. for the Recycled Water Reservoir Engineering Project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approved the First Amendment to the Professional Services Agreement with Carollo Engineers, Inc. for the Recycled Water Reservoir Engineering Project, to extend the term by six (6) months.

Vote: 5 - 0 Passed

Bid Rejection Mission Zanja Channel Improvements Project

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the rejection of all bids received for the Mission Zanja Channel Improvements Project, Project No. 405003; and directed staff to solicit new bids for the Project.

Vote: 5 - 0 Passed

Redlands Fourth of July Celebration Event In-Kind Request

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that approval of the Redlands 4th of July event is categorically exempt from environmental review pursuant to Section 15301 of the state's guidelines implementing the California Environmental Quality Act; authorized the temporary closure of portions of E. Colton Ave., Chapel St., Stillman Ave., E. High Ave., Division St., Park Ave., and University St. for the event at Sylvan Park; authorized the temporary closure of portions of Highland Avenue, Dearborn Street, 5th Avenue and Marion Rd, for the event at Moore Middle School; authorized the expenditure of city resources and in-kind support in the amount of $37,686 related to this event; and authorized the sale and consumption of alcoholic beverages at the event held at Sylvan Park and along 5th Avenue during the event held at Moore Middle School.

Vote: 5 - 0 Passed

Veterinary Services & Supplies Agreement

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the agreement with Pet Land Inc. DBA Highland Village Pet Hospital to provide veterinary services and medical supplies to the Redlands Animal Services Division for a five-year term for an amount not to exceed $1,243,267; and approved an additional appropriation in the amount of $125,224.

Vote: 5 - 0 Passed

Ordinance No. 2922 Sidewalk Vending Adoption

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously adopted, by roll call vote, Ordinance No. 2922 (second reading), adding Chapter 12.45 and amending Chapter 12.44 to the Redlands Municipal Code to establish regulations governing sidewalk vending.

Vote: 5 - 0 Passed

Proclamation Juneteenth

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the issuance of a Proclamation declaring June 19, 2023, as Juneteenth.

Vote: 5 - 0 Passed

COMMUNICATIONS

City Treasurer Vacancy

Mayor Tejeda opened the discussion regarding the City Treasurer vacancy, which was due to the untimely passing of Treasurer Robert Dawes. The Mayor explained that on May 16, 2023, the City Council unanimously agreed to fill the vacancy by appointment and established June 5, 2023 as the deadline to accept applications. One application was received and verified by the City Clerk. Phillip Doolittle provided a brief presentation of his qualifications and answered questions from the Council Members.

On motion of Mayor Pro Tem Barich, seconded by Council Member Davis, the City Council unanimously appointed, by roll call vote, Phillip Doolittle to fill the vacancy of the elective office of City Treasurer, to serve the remainder of the term until the next general municipal election in November 2024.

Vote: 5 - 0 Passed

Oath of Office – City Clerk Donaldson administered the oath of office to the newly appointed City Treasurer Doolittle.

Appointee Comments – Treasurer Doolittle stated he looked forward to taking on his new duties and he thanked the public for their support and the City Council for their trust.

Cancellation of August Council Meetings

Mayor Tejeda recommended the Council cancel the August 1 and August 15, 2023, regular meetings of the City Council.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mario Saucedo, the City Council unanimously approved, by roll call vote, the cancellation of the August 1 and August 15, 2023, regular meetings of the City Council.

Vote: 5 - 0 Passed

PUBLIC HEARINGS

Ordinance No. 2959 Inclusionary Housing Program

Mayor Tejeda declared the meeting open as a public hearing and called on Development Services Director Desatnik for background and a detailed report on Ordinance No. 2959, to amend Title 18 (zoning regulations) of the Redlands Municipal Code by adding chapter 18.230 for an Inclusionary Housing Program for the City of Redlands. The City's recently adopted Housing Element includes a program calling for the City to evaluate and consider adopting an Inclusionary Housing Ordinance. Through the Housing Element, the City is required to plan for the provision of its share of the Regional Housing Needs Assessment (RHNA) as determined by the Southern California Association of Governments (SCAG), which includes target numbers assigned for very-low income units, low-income units, and moderate-income units. Staff presented the proposed ordinance to the Planning Commission at its February 14, 2023 meeting, whereby an ad-hoc sub-committee was appointed to review the matter and refine the ordinance. On April 25, 2023, with the ad-hoc committee recommendations, the Planning Commission unanimously recommended its approval to the City Council.

Director Desatnik presented sample project financing with a hypothetical 50 unit apartment, defined density bonus, spoke to the program's major provisions, the implementation process, income categories/affordable rents, timing of the ordinance adoption and how it would affect current applications, and he offered alternatives, such as, payment of in-lieu fee. The amount of the in-lieu fee was not part of the ordinance or the action to be taken tonight and the fee will be adopted at a future public hearing by resolution of the City Council. He added that staff was recommending the Council include the suggestions made by the University of Redlands for the University Village Project, which was proposing to include off-site affordable rental units as part of their project and they wanted to preserve that as an option.

As public comment, Bruce Laycook of Human Good Affordable Housing, commented that the intent of the ordinance was commendable but wondered whether this would help in practice. Felipe Albertao and Maribel Nunez of Inland Equity Community Land Trust, and Melanie Still, of Inland Southern California Housing Collective thanked the staff for their efforts, thought the proposed ordinance was a good start, but requested the Council delay the matter till July 18 to consider adding their recommendations. Richard O'Donnell reminded everyone the state doesn't require the City to adopt an inclusionary housing program and he urged the Council to reject the ordinance. De'Andre Valencia of the Building Industry Association stated the in lieu fee calculation was flawed and should be reduced. Written comments were received from the University of Redlands for the University Village Project requesting a small change to Section 18.230.110(B) and to strike through the following language: 'Off-site development of affordable units is not an option for Rental Residential Developments. For-sale'. Carlos Rodriguez of the Building Industry Association of Southern California, opposed the in lieu fee calculation and recommended the fee range be adjusted. With no further comments, Mayor Tejeda closed the public hearing.

Council Members raised several questions and discussed the merits of the ordinance. They agreed to move forward with the introduction, accept the recommendation made by the University of Redlands and directed staff to meet with the representatives of Inland Equity Community Land Trust to consider incorporating their recommendations.

On motion of Mayor Eddie Tejeda, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously introduced, as amended, including the recommendation made by the University of Redlands, by roll call vote, Ordinance No. 2959, amending Title 18 (zoning regulations) of the Redlands Municipal Code by adding chapter 18.230 for an Inclusionary Housing Program for the City of Redlands; and found that the Ordinance is exempt from the California Environmental Quality Act pursuant to Section 15061(b)(3) of the California Environmental Quality Act Guidelines; approving to strike through the following language from Section 18.230.110(B) Off-site Development of Affordable Units: 'Off-site development of affordable units is not an option for Rental Residential Developments. For-sale'.

Vote: 5 - 0 Passed

Resolution Nos. 8484 and 8485 - CFD Annexation No. 25

Mayor Tejeda declared the meeting open as a public hearing and called on Development Services Director Desatnik for a report on a request from GS Redlands LLC, Tract Map No. 20065, to annex territory to Community Facilities District No. 2004-1 for the purposes of performing maintenance of infiltration trenches, infiltration basins, storm drain facilities, landscaping, and street trees within and adjacent to Tract Map No. 20065. City Clerk Donaldson agreed to hold the special election within the annexing territory on June 20, 2023. With no further comments, Mayor Tejeda closed the public hearing. City Clerk Donaldson conducted the special election and announced the results, which determined the required two-thirds of the votes cast (8-0) were in favor of levying the tax.

On motion of Council Member Mario Saucedo, seconded by Council Member Jenna Guzman-Lowery, the City Council approved, by roll call vote, Resolution No. 8484, calling a special election of the question of levying special taxes within the territory to be annexed to CFD No. 2004-1; and approved Resolution No. 8485, declaring the voting results of the special election of Annexation No. 25 to Community Facilities District No. 2004-1 was in favor of levying the tax, and therefore, the territory will be annexed to the CFD No. 2004-1.

Vote: 4 - 1 Passed

NAY: Mayor Pro Tempore Paul Barich

Resolution Nos. 8437 and 8438 LMD and SLD

Mayor Tejeda opened the public hearing and called on Facilities and Community Services Assistant Director Crocker for a report of a request to implement assessments for Street Lighting District No. 1 and Landscape Maintenance District No. 1 for Fiscal Year 2023/24. There were no written comments received and, with no further discussion, the Mayor closed the public hearing.

On motion of Mayor Eddie Tejeda, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously approved, by roll call vote, Resolution Nos. 8437 and 8438, approving the Engineer's Reports for Landscape Maintenance District No. 1 and Street Lighting District No. 1 and implementing the assessments for Fiscal Year 2023/24.

Vote: 5 - 0 Passed

NEW BUSINESS

MOUs RADD, RAME, RAMME and RASME

Assistant City Manager McConnell explained the negotiation process leading to the proposed Memorandums of Understanding between the City of Redlands and the Redlands Association of Department Directors, the Redlands Association of Management Employees, the Redlands Association of Mid-Management Employees, and the Redlands Association of Safety Management Employees. All represented units received a seven percent salary increase for the first year of the contract and two percent salary increases in both years two and three. Other changes include elimination of the two-tier benefit contributions, increases in deferred compensation, increases to uniform and car allowances, vacation accruals, longevity, and the addition of educational incentives.

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the Memorandums of Understanding between the City of Redlands and the Redlands Association of Department Directors, the Redlands Association of Management Employees, the Redlands Association of Mid-Management Employees, and the Redlands Association of Safety Management Employees.

Vote: 5 - 0 Passed

CONFIRE Joint Use Authority Membership

Fire Chief Sessler reported the benefits of the City continuing the Fire Department's membership in the CONFIRE Joint Use Authority for Fiscal Year 2023-2024. The primary function of CONFIRE is to provide for a secondary public safety answering point for 9-1-1 services, fire/emergency medical dispatching, and information technology support.

On motion of Council Member Denise Davis, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously approved, by roll call vote, the Fire Department's continued membership in the CONFIRE Joint Use Authority for Fiscal Year 2023-2024 and pay associated annual fees in an amount not to exceed $864,568.

Vote: 5 - 0 Passed

Fiscal Agent for U of R Grant Funds

Management Services/Finance Director Garcia provided background for a request by the University of Redlands for the City of Redlands to serve as Fiscal Agent for University Grant Funds of $8,000,000 appropriated by the State of California - General Fund pursuant to AB 179 for the University Village Project. AB 179 is a budget implementing bill that includes funding for key priorities for the State, such as transportation, general government, parks and open space, education, fire prevention and public safety. The California Department of Housing & Community Development (HCD) will be implementing this award and has requested that the City submit documents to expedite the payment of the $8,000,000 grant to the City. In order to properly record the transaction of the pass-through grant funding, staff is requesting an additional appropriation of the $8,000,000 grant award into Fund 200, Governmental Grants. There will be no impact on the City's General Fund and the funds transfer of $8,000,000 from the State to the City to the University will be performed in a lump sum transaction as outlined in the funds transfer agreement. 100% of the grant funding will be transferred to the University.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mario Saucedo, the City Council unanimously approved, by roll call vote, the request by the University of Redlands for the City of Redlands to serve as Fiscal Agent for University Grant Funds of $8,000,000 appropriated by the State of California - General Fund pursuant to AB 179 (The Budget Act of 2022) for the University Village Project; authorized the submission of a request to the California Department of Housing and Community Development (HCD) for transfer of University Grant Funds to the City of Redlands and approved an additional appropriation of the same to the Governmental Grant Funds Account; and approved the Fund Transfer Agreement with the University of Redlands to transfer the amount of $8,000,000 to the University of Redlands, authorizing the City Manager to execute the Agreement.

Vote: 5 - 0 Passed

Contract Award A.K. Smiley Public Library Boiler Replacement

Facilities and Community Services Assistant Director Crocker presented the Public Works Contract with F.M. Thomas Air Conditioning, Inc. for an amount not-to-exceed $193,050 for the A.K. Smiley Public Library Boiler Replacement Project.

On motion of Mayor Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote, that approval of the Public Work Construction Contract with F.M. Thomas Air Conditioning, Inc. for the A.K. Smiley Public Library Boiler Replacement Project is exempt from environmental review pursuant to Section 15302(c) of the State's guidelines implementing the California Environmental Quality Act; and approved an award of the public works construction contract to F.M. Thomas Air Conditioning, Inc. in the amount of $193,050 for the A.K. Smiley Public Library Boiler Replacement Project.

Vote: 5 - 0 Passed

Contract Award 2022 CIP Sewer Pipeline Replacement

Municipal Utilities and Engineering Director Harris reviewed the Public Works Construction Contract with CEM Construction Corporation for the 2022 CIP Sewer Pipeline Replacement Project for an amount not-to-exceed $3,314,268.

On motion of Council Member Mario Saucedo, seconded by Mayor Eddie Tejeda, the City Council unanimously determined, by roll call vote, that approval of the 2022 CIP Sewer Pipeline Replacement Project is exempt from environmental review pursuant to Section 15302 of the State's Guidelines implementing the California Environmental Quality Act; approved the 2022 CIP Sewer Pipeline Replacement Project plans and specifications; and awarded the Public Work Construction Contract to CEM Construction Corporation for an amount not to-exceed $3,314,268.

Vote: 5 - 0 Passed

MUED Annual Purchase Orders

Municipal Utilities and Engineering Director Harris detailed the Municipal Utilities and Engineering Department Annual Purchase Orders and Agreements for FY 23/24.
for a total encumbered amount not-to-exceed $5,305,000

On motion of Council Member Mario Saucedo, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote, that approval of the Fiscal Year 23/24 Municipal Utilities and Engineering Department Annual Purchase Orders is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approved the Fiscal Year 23/24 Municipal Utilities and Engineering Department Annual Purchase Orders and Agreements as itemized in the staff report for a total encumbered amount not-to-exceed $5,305,000.

Vote: 5 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Juneteenth Event - All the Council Members enjoyed the Juneteenth celebration and thanked the City and staff for being instrumental in making the event such a success.

Mayor Pro Tem Barich attended the Veterans Resource Fair on June 7 at Sylvan Park, where more than 75 vets were helped.

ADJOURNMENT

There being no further action required the meeting adjourned at 8:45 P.M. The next regular meeting of the City of Redlands City Council will be held on Wednesday, July 5, 2023.

City Council/Successor Agency Meeting **J. 2.**

DATE: 07/05/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of proclamation recognizing Clare Henry Day (Mayor Tejeda)

MOTION:

I move to authorize issuance of a proclamation recognizing Clare Henry Day.

Attachments

Clare Henry Day Proclamation

PROCLAMATION

Clare Henry Day

WHEREAS, born on November 6, 1920, in Fort Lewis, Washington, Clare Henry Day received his BS in Architecture from the University of Cincinnati in 1950. He was recognized by the Architectural Society of Ohio and received AIA Certificate Award the same year; and

WHEREAS, in 1952, he relocated to Redlands and opened his first architectural firm; and

WHEREAS, his works quickly began to mold the new architectural face of Redlands, reflecting the Modernist spirit of the 1950s and 1960s, crediting R. M. Schindler, Richard Neutra, and Frank Lloyd Wright as influences on his work.

WHEREAS, Clare Henry Day established the Inland Chapter of the American Institute of Architecture in 1955, and served as the chapter secretary-treasurer, vice president, president, and director; and

WHEREAS, he also served on the Board of the California Architectural Foundation, and the American Institute of Architects (District) as well as several local organizations; and

WHEREAS, in 2018 Clare Day generously donated the collection of his life's work to the Special Collections Division at the A.K. Smiley Public Library where they will add to the rich historical education of the community for decades to come; and

WHEREAS, Clare Henry Day passed away on June 13, 2023 at the age of 102, leaving an architectural legacy in Redlands with commissions spread widely throughout the city, including the original Rexall Drug Store, Beaver Medical Clinic, Redlands Day Nursery, Cram Elementary School, Clement Junior High, Terrier Gym at Redlands High School, the New York Street Post Office, as well as numerous commercial and school addition buildings, and more than 30 custom residences including his own homes;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands does hereby recognize Clare Henry Day for his lifetime of service to his profession. Clare Henry Day's work is undoubtedly an important part of the Inland Empire's architectural history.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 5th day of July 2023.

_____

Eddie Tejeda, Mayor

Attest:

_____

Jeanne Donaldson, City Clerk

City Council/Successor Agency Meeting **J. 3.**

DATE: 07/05/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve recommendation for appointment to the Cultural Arts Commission (Mayor Pro Tem Barich)

MOTION:

I move to appoint Crystal V. Lopez to serve the remainder of a four-year term on the Cultural Arts Commission ending January 6, 2026.

RECOMMENDATION:

It is recommended by Mayor Pro Tem Barich that the City Council consider this appointment to the Cultural Arts Commission. Pursuant to the Redlands Municipal Code, appointments to this commission are made by the Mayor and approved by the City Council. However, Mayor Tejeda has expressed his desire to rotate recommendations for commission/board appointments among the City Council Members; therefore, Mayor Pro Tem Barich has been delegated authority by Mayor Tejeda to make the recommendation for this reappointment.

DISCUSSION:

Commissioner Kelly McGrail resigned from the Cultural Arts Commission before her term expiration of January 6, 2026. A public notice requesting interested residents to submit an application for the Cultural Arts Commission was issued in June. In addition, the public notice was concurrently aired on Redlands TV and posted on the community bulletin board at A. K. Smiley Public Library. The local newspapers also received distribution of the public notice. Six applications were received from the recent posting. There were no other eligible applications from past postings.

The Cultural Arts Commission consists of seven members as follows:

- Danielle Giudici Wallis
- Vacant

- Dennis Christensen
- Jina Edwards
- Daniel Rodriguez
- Daniel Goham
- Margo Mullen

ALTERNATIVE:

The City Council may choose not to support the recommendation and direct staff to seek further applications for consideration.

SUBMITTED BY:

Jennifer Macias, Management Analyst

REVIEWED BY:

Charles M. Duggan, Jr., City Manager
Janice McConnell, Assistant City Manager

Attachments

Public Notice

Cultural Arts Commission Applications

City of
REDLANDS
Incorporated 1888
300 E. State St, Suite 690, Redlands, CA 92373
909-798-7510
www.ci.redlands.ca.us

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the City Council of the City of Redlands encourages individuals to apply for a position on the following commission:

CULTURAL ARTS COMMISSION

The Cultural Arts Commission promotes public interest in arts, recommends new arts programs and sources of funding for those programs, assists the City Council by recommending policies to encourage, develop and support the arts in Redlands, and advises the City Council in the administration of the City's "Art in Public Places" program.

The Cultural Arts Commission meets bi-monthly on the second Monday of odd-numbered months at 4:00 p.m. Residents interested in applying for the non-salaried position on this commission may request application forms from the City Clerk, City Hall, 35 Cajon Street, Suite 4, or by phone 798-7510, or from the City's website at www.cityofredlands.org

Deadline for filing applications is June 20, 2023.

Amy Edwards

Amy Edwards, Senior Admin Assistant
Office of the City Manager
City of Redlands, California

06/06/23

CITY OF REDLANDS
COMMISSION APPLICATION FORM

RECEIVED
JUN 15 2023
Redlands City Clerk

(Please note that this form is a public record that may be subject to disclosure upon request.)

COMMISSION\BOARD APPLIED FOR

Cultural Arts Commission

Name Alicia Gyllenhammer

Address [redacted] Redlands, CA. 92373

Telephone (Work) _____ (Cell / Home) [redacted]

Email [redacted]

Occupation Selfemployed; VP of Top Scale

Reasons for desiring to serve – relevant experience and qualifications:

*Please see attachment.

Signature _____ **Date** 6/15/2023

** If appointed, please be advised that all City commissioners and committee/board members must complete mandatory harassment prevention training consistent with the requirements of Assembly Bill No. 1825. (Resolution No. 7206 adopted July 26, 2012)*

Two References: (Please do not include Councilmembers or City Staff)

(1) Evan Sanford, Executive Director, Redlands Chamber of Commerce

Telephone [redacted]

(2) Shannon O'Connor Director of Development Redlands Christian Schools

Telephone [redacted]

Return Application to: **Office of the City Council, C/O Office of the City Manager, Suite 200, 35 Cajon Street, PO Box 3005, Redlands, CA 92373, OR by email to RedlandsOCM@cityofredlands.org**

You will be notified of appointments by the City Council. Your application will be retained for one year. PLEASE NOTE: Planning Commissioners and Historic & Scenic Preservation Commissioners are required to file Statements of Economic Interest in accordance with California State Law.

✓ address verified

City of Redlands
Commission Application Form

Reasons for desiring to serve – relevant experience and qualifications:

My name is Alicia Gyllenhammer, proud resident and community member of Redlands. I grew up in Redlands attending lower school at Redlands Christian School and high school at Arrowhead Christian Academy. My husband and I live in Redlands now raising our family (two young children) who will also attend my alma mater, Redlands Christian School. We value building a long-lasting legacy in Redlands where our children receive an education in programs like cultural arts, STEAM, and dual-language immersion program, etc. I have the desire to serve our exceptional community and became involved in civic leadership programs like Leadership Redlands affiliated with the Redlands Chamber of Commerce and applying for this competitive position on the Cultural Arts Commission.

First, our Leadership Redlands program requires its class to organize a community service project for the year. Our class decided to support the "Arts in Public Places" program and beautify two/three utility boxes in the North Redlands community. I was chosen to be the team lead on this local effort to raise significant funds and work with the Cultural Arts Commission (will be attending the July meeting) and the City of Redlands Facilities and Community Services Department. My background is in philanthropic fundraising and would utilize my skill set of raising thousands of dollars for this and future projects if chosen for the Cultural Arts Commission. We hope to partner with the Cultural Arts Commission and the City of Redlands to connect with local artists and identify utility boxes that are "blank slates," transforming them into fine works of art!

I have read through the City of Redlands Strategic Plan FY 22-23 through FY 27-28 and what resonated with me was the following excerpt:
Priority A- Quality of Life "With the city's active civic cultures, residents (including myself) are interested in creating more opportunities to nurture a stronger and more cohesive community, embracing diversity and social interaction, and ensuring that a physical and cultural environment with ample gathering places and and community-wide events exists to foster these qualities. Residents (like myself) want to embrace the qualities that make their neighborhoods special – including landmarks, art, cultural events, gathering places, activity centers, as well as the size, scale, and architectural features of buildings – in order to preserve and strengthen their identities."
We are blessed to be a part of a culturally rich and diverse community that celebrates the different heritages that make up our great city! I desire to help build the vision of the Cultural Arts Commission, while forging new ideas/partnerships in advocacy and cultural arts campaigns that meets the strategic plan in our next generation and community at large.

Thank you again for your consideration and the opportunity to apply for this position on the Cultural Arts Commission. I am looking forward to hearing from you in the near future.

Thank you again,

Alicia Gyllenhammer

CITY OF REDLANDS
COMMISSION APPLICATION FORM

(Please note that this form is a public record that may be subject to disclosure upon request.)

City Manager's Office

JUN 12 2023

Received

COMMISSION\BOARD APPLIED FOR

Cultural Arts Commission

Name Catherine Jane McSorley

Address [redacted] Redlands, CA 92373

Telephone (Work) n/a (Cell / Home) [redacted]

Email [redacted]

Occupation Senior Product Engineer - Esri

Reasons for desiring to serve – relevant experience and qualifications:

see attached

Signature Catherine McSorley Digitally signed by Catherine McSorley Date: 2023.06.12 11:53:57 -07'00' **Date** 6/12/23

**** If appointed, please be advised that all City commissioners and committee/board members must complete mandatory harassment prevention training consistent with the requirements of Assembly Bill No. 1825. (Resolution No. 7206 adopted July 26, 2012)***

Two References: (Please do not include Councilmembers or City Staff)

(1) Maggie Rasnick

Telephone [redacted]

(2) Natalie Martin

Telephone [redacted]

Return Application to: Office of the City Council, C/O Office of the City Manager, Suite 200, 35 Cajon Street, PO Box 3005, Redlands, CA 92373, OR by email to RedlandsOCM@cityofredlands.org

You will be notified of appointments by the City Council. Your application will be retained for one year. PLEASE NOTE: Planning Commissioners and Historic & Scenic Preservation Commissioners are required to file Statements of Economic Interest in accordance with California State Law.

✓ address verified

To Whom it May Concern,

Thank you for your consideration for this volunteer role. I am interested in serving on the Cultural Arts Commission of Redlands because I am passionate about creating community through arts and public spaces.

I have been involved in the arts and the community in the many spaces I've lived in. I have volunteered in community and school theatre doing lighting/set design and stage managing. I have participated in public arts competitions and events in Raleigh, NC and Atlanta, GA such as Raleigh SparkCon, Marietta ChalktoberFest, and Raleigh's First Fridays. I have also spent time volunteering through the city of Madison, WI assisting in their voter outreach and youth education programs. I am myself an artist, when I am not at my day job developing software, (I post much of my work on the Instagram account @not.there.before).

I have several years of leadership, project management, and planning experience from my time in graduate school and my previous experience as a consultant at Bain & Company.

Something I love about Redlands is its vibrant arts community. The Artlands, the Redlands Art Association, the Redlands Bowl, the Theatre Festival, among many others, are organizations that drew me to this city. I would like to further involve myself in this community and bring my experiences to the table through this volunteer opportunity.

Thank you,

Catherine McSorley

City Manager's Office

CITY OF REDLANDS
COMMISSION APPLICATION FORM

(Please note that this form is a public record that may be subject to disclosure upon request)

JUN 6 2023

Received

COMMISSION\BOARD APPLIED FOR

Cultural Arts Commission

Name Crystal V. Lopez

Address [redacted] Redlands CA 92374

Telephone (Work) [redacted] (Cell / Home)

Email [redacted]

Occupation Chief Operating Officer

Reasons for desiring to serve – relevant experience and qualifications:

I find it very rewarding to be actively involved in serving my community and am looking to be able to contribute to its growth and success. As COO of 2 established businesses in San Bernardino county for over 10 years, I feel that I have a unique perspective to bring to the committee. I am certain that I can effectively represent different points of views and provide useful advice and suggestions.

Signature _____ **Date** 6/6/2023

** If appointed, please be advised that all City commissioners and committee/board members must complete mandatory harassment prevention training consistent with the requirements of Assembly Bill No. 1825. (Resolution No. 7206 adopted July 26, 2012)*

Two References: (Please do not include Councilmembers or City Staff)

(1) Carolina S.Ramirez
Owner at Lucky Buy appliances
Owner at A Miracle Janitorial Services
Telephone [redacted]

(2) Betty Anne Bush
Telephone [redacted]

Return Application to: **Office of the City Council, C/O Office of the City Manager, Suite 200, 35 Cajon Street, PO Box 3005, Redlands, CA 92373, OR by email to RedlandsOCM@cityofredlands.org**

You will be notified of appointments by the City Council. Your application will be retained for one year. PLEASE NOTE: Planning Commissioners and Historic & Scenic Preservation Commissioners are required to file Statements of Economic Interest in accordance with California State Law.

✓ address verified

City Manager's Office

CITY OF REDLANDS
COMMISSION APPLICATION FORM

(Please note that this form is a public record that may be subject to disclosure upon request.)

JUN 12 2023

Received

COMMISSION\BOARD APPLIED FOR

Cultural Arts Commission

Name Kate Peters

Address [redacted] Redlands, CA 92373

Telephone (Work) _____ (Cell / Home) [redacted]

Email [redacted]

Occupation Vocal impact consultant, musician/singer, actor, writer

Reasons for desiring to serve – relevant experience and qualifications:

Every artist can tell you the time when the arts saved their life. For me, it happened when my mom was very sick. Playing the violin in youth orchestras and practicing were a beautiful way to escape. That distraction turned into the career path for my life first as a musician with a Master of Music degree, and 30 years of professional experience as a singer/actor, and then used my performing skills to create a consultancy for businesspeople who want greater communication impact. The journey has included fundraising for the arts, producing events, and serving on arts boards (Pacific Symphony Youth Orchestra chair, Fullerton Academy of the Arts, Muckenthaler Arts Advisory Board, and CSUFullerton College of Music (Co-Chair of MAMM) and College of Humanities.)I am an advocate for the arts as an essential part of every community. I am a new resident of Redlands (2021)but have had a house here since two of our children went to U of R 20 years ago. I want to get involved, see the arts continue to flourish here and I believe my expertise and experience would be an asset to the commission.

Signature Kate Peters Digitally signed by Kate Peters Date: 2023.06.09 10:20:57 -07'00' **Date** 06/09/2023

**** If appointed, please be advised that all City commissioners and committee/board members must complete mandatory harassment prevention training consistent with the requirements of Assembly Bill No. 1825. (Resolution No. 7206 adopted July 26, 2012)***

Two References: (Please do not include Councilmembers or City Staff)

(1) John Forsyte
Executive Director, Pacific Symphony
[redacted]
Telephone [redacted]

(2) Natalie Fousekis, PhD
Director, Center for Oral and Public History, CSUF
[redacted]
Telephone [redacted]

Return Application to: Office of the City Council, C/O Office of the City Manager, Suite 200, 35 Cajon Street, PO Box 3005, Redlands, CA 92373, OR by email to RedlandsOCM@cityofredlands.org

You will be notified of appointments by the City Council. Your application will be retained for one year. PLEASE NOTE: Planning Commissioners and Historic & Scenic Preservation Commissioners are required to file Statements of Economic Interest in accordance with California State Law.

✓ address Verified

CITY OF REDLANDS
COMMISSION APPLICATION FORM

(Please note that this form is a public record that may be subject to disclosure upon request.)

RECEIVED
JUN 20 2023
Redlands City Clerk

COMMISSION\BOARD APPLIED FOR

Cultural Arts Commission

Name Mary Fogleman

Addres [redacted] Redlands CA 92373

Telephone (Work) _____ (Cell / Home) [redacted]

Email [redacted]

Occupation Retired Insurance Agent and Fraud Investigator for State Farm Insurance

Reasons for desiring to serve – relevant experience and qualifications:

Member of Redlands Art Association for many years. Currently on the Board of the Margaret Clark Art Education Enrichment Fund (MCAEEF) in Redlands. Past President of the American Cancer Society Board in Redlands. Current member of the Veterans Service Committee at Elks of Redlands. Past docent of Lincoln Shrine in Redlands. Current artist of acrylic paintings and have taken many art classes.

Signature Mary Fogleman **Date** 6/20/2023

** If appointed, please be advised that all City commissioners and committee/board members must complete mandatory harassment prevention training consistent with the requirements of Assembly Bill No. 1825. (Resolution No. 7206 adopted July 26, 2012)*

Two References: (Please do not include Councilmembers or City Staff)

(1) Annette Weis
[redacted]
Redlands CA 92373
Telephone [redacted]

(2) Kerry Spencer
[redacted]
Redlands, CA 92373
Telephone [redacted]

Return Application to: Office of the City Council, C/O Office of the City Manager, Suite 200, 35 Cajon Street, PO Box 3005, Redlands, CA 92373, OR by email to RedlandsOCM@cityofredlands.org

You will be notified of appointments by the City Council. Your application will be retained for one year. PLEASE NOTE: Planning Commissioners and Historic & Scenic Preservation Commissioners are required to file Statements of Economic Interest in accordance with California State Law.

✓ address Verified

CITY OF REDLANDS
COMMISSION APPLICATION FORM

(Please note that this form is a public record that may be subject to disclosure upon request.)

City Manager's Office

JUN 12 2023

Received

COMMISSION\BOARD APPLIED FOR

Cultural Arts Commission

Name Sidharth Jain

Address [redacted] Redlands, 92373

Telephone (Work) (Cell / Home) [redacted]

Email [redacted]

Occupation Finance Manager city of Colton

Reasons for desiring to serve – relevant experience and qualifications:

As a admirer and frequent visitor to museums (such the The Broad, LACMA, Norton Simon etc.)

I believe I would be a valuable appointee to this commission. Additionally, given the "sources of funding"

requirement needed to promote arts in this City I believe my Extensive finance background

would be very useful.

Signature **Date** 6/12/23

**** If appointed, please be advised that all City commissioners and committee/board members must complete mandatory harassment prevention training consistent with the requirements of Assembly Bill No. 1825. (Resolution No. 7206 adopted July 26, 2012)***

Two References: (Please do not include Councilmembers or City Staff)

(1) Moises Artola

Telephone [redacted]

(2) Miriam Blackerby

Telephone [redacted]

Return Application to: **Office of the City Council, C/O Office of the City Manager, Suite 200, 35 Cajon Street, PO Box 3005, Redlands, CA 92373, OR by email to RedlandsOCM@cityofredlands.org**

You will be notified of appointments by the City Council. Your application will be retained for one year. PLEASE NOTE: Planning Commissioners and Historic & Scenic Preservation Commissioners are required to file Statements of Economic Interest in accordance with California State Law.

✓ address Verified

City Council/Successor Agency Meeting **J. 4.**

DATE: 07/05/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Disclosure and Approval of Settlement Agreement and Release of All Claims Pamela Nelson; San Bernardino County Superior Court Case No. CIVSB2104053 (City Attorney Garcia)

DISCUSSION:

Attached is a copy of the "Settlement Agreement and Release of All Claims," which reflects the terms and conditions for settlement of the above-mentioned litigation as approved by the City Council and City Attorney. In accordance with the City's Municipal Code, and following the spirit of the Brown Act, this matter is on your agenda to approve the settlement, notify the public of the settlement negotiated by the City and to authorize the Mayor to execute the Agreement.

SUBMITTED BY:
Yvette M. Abich Garcia, City Attorney

REVIEWED BY:
Charles M. Duggan, Jr., City Manager
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

Attachments

Settlement Agreement

AGREEMENT OF SETTLEMENT AND GENERAL RELEASE

1. *PARTIES*: The parties to this Agreement of Settlement and General Release ("Agreement") are Pamela Nelson ("Plaintiff"), and City of Redlands ("Defendant").

2. *RECITALS*: This Agreement is made with reference to the following facts:

2.1 Certain disputes and controversies have arisen between the parties hereto.

2.2 Such disputes and controversies include, but are not limited to, the claims, demands and case or causes of action set forth by the parties hereto in a civil action pending in the San Bernardino County Superior Court and entitled Pamela Nelson v City of Redlands, et al., Case No. CIVDS 2104053.

2.3 It is the intention of the parties hereto to settle and dispose of, fully and completely, any and all claims, demands and cause or causes of action existing as of the effective date of this agreement and arising out of, connected with, or incidental to the dealings between parties hereto to the effective date hereof including, without limitation on the generality of the foregoing, any and all claims, demands and cause or causes of action reflected in the civil action referenced in Paragraph 2.2 above.

3. *DISMISSAL*: Concurrently with the execution of this Agreement, Plaintiff shall dismiss, with prejudice, the civil action referenced in Paragraph 2.2 above, in exchange for the promises, covenants, conditions and payments set forth in Paragraph Four.

4. *PAYMENT*: Concurrently with the execution of this Agreement, Defendant shall pay to Plaintiff, the aggregate sum of FIFTY THOUSAND Dollars ($50,000.00) in a check made payable to McCune Law Group, McCune Wright Arevalo Vercoski Kusel Weck Brandt APC trust account for immediate disbursement to Plaintiff Pamela Nelson and any lien holders.

5. *GENERAL RELEASE*: In consideration of the mutual general releases contained herein, and for other good and valuable consideration, the receipt of which is acknowledged by each party hereto, the parties promise, agree and generally release as follows:

5.1 Except as to such rights or claims as may be created by this Agreement, each party hereto hereby releases, remises and forever discharges each other party hereto from any and all claims, demands and cause or causes of action existing as of the effective date and arising out of, connected with or incidental to the dealings between the parties hereto prior to the effective date hereof including, without limitation on the generality of the foregoing, any and all claims, demands and cause or causes of action reflected in the civil action referenced in Paragraph 2.2 above.

5.2 Each party to this Agreement specifically waives the benefit of provisions of Section 1542 of the Civil Code of the State of California, as follows:

> A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

6. *REPRESENTATIONS AND WARRANTIES*: Each of the parties to this Agreement represents and warrants to, and agrees with, each party hereto, as follows:

6.1 Each party has received independent legal advice from its attorneys with respect to the advisability of making the settlement provided for herein, with respect to the advisability of executing this Agreement, and with respect to the meaning of California Civil Code Section 1542.

6.2 No party (nor any officer, agent, employee, representative, or attorney of or for any party), has made any statement or representation or failed to make any statement or representation to any other party regarding any fact relied upon in entering into this Agreement, and each party does not rely upon any statement, representation, omission or promise of any other party (or of any officer, agent, employee, representative, or attorney of or for any party), in executing this Agreement, or in making the settlement provided for herein, except as expressly stated in this Agreement.

6.3 Each party to this Agreement has made such investigation of the facts pertaining to this settlement and this Agreement, and all the matters pertaining thereto, as it deems necessary.

6.4 Each party or responsible officer thereof has read this Agreement and understands the contents hereof. Each of the officers executing this Agreement on behalf of their respective corporations is empowered to do so and thereby binds such respective corporation.

6.5 In entering into this Agreement and the settlement provided for herein, each party assumes the risk of any misrepresentation, concealment or mistake. If any party should subsequently discover that any fact relied upon by it in entering into this Agreement was untrue, or that any fact was concealed from it, or that its understanding of the facts or of the law was incorrect, such party shall not be entitled to any relief in connection therewith including, without limitation on the generality of the foregoing, any alleged right or claim to set aside or rescind this Agreement. This Agreement is intended to be and is final and binding between the parties hereto, regardless of any claims of misrepresentation, promise made without the intention to perform, concealment of fact, mistake of fact or law, or of any other circumstance whatsoever.

6.6 Each party has not heretofore assigned, transferred, or granted, or purported to assign, transfer, or grant, any of the claims, demands, and cause or causes of action disposed of by this Agreement.

6.7 Each term of this Agreement is contractual and not merely a recital.

6.8 Each party is aware that it may hereafter discover claims or facts in addition to or different from those it now knows or believes to be true with respect to the matters related herein. Nevertheless, it is the intention of the parties to fully, finally and forever to settle and release all such matters, and all claims relative thereto, which do now exist, may exist, or heretofore have existed between them. In furtherance of such intention, the releases given herein shall be and remain in effect as full and complete mutual releases of all such matters, notwithstanding the discovery of existence of any additional or different claims of facts relative thereto.

6.9 The parties will execute all such further and additional documents as shall be reasonable, convenient, necessary or desirable to carry out the provisions of this Agreement.

6.10 Plaintiff agrees to hold Defendant harmless from, and defend and indemnify Defendant from, the claims of any and all medical care providers and/or lienholders, including, but not limited to, Medicare or MediCal, providing medical services to Plaintiff as a result of the subject accident.

7. *SETTLEMENT*: This Agreement effects the settlement of claims which are denied and contested, and nothing contained herein shall be construed as an admission by any party hereto of any liability of any kind to any other party. Each of the parties hereto denies any liability in connection with any claim and intends hereby solely to avoid litigation and buy its peace.

8. *MISCELLANEOUS*:

8.1 This Agreement shall be deemed to have been executed and delivered within the State of California and the rights and obligations of the parties hereto shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

8.2 This Agreement is the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This Agreement may be amended only by an agreement in writing, signed by the parties thereto.

8.3 This Agreement is binding upon and shall inure to the benefit of the parties hereto, their respective agents, employees, representatives, officers, directors, divisions, subsidiaries, affiliates, assigns, heirs, successors in interest and shareholders.

8.4 Each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any party.

8.5 In the event of litigation relating to this Agreement, the prevailing party shall be entitled to attorney's fees and costs.

8.6 This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all parties.

8.7 The parties expressly agree that the Court shall retain jurisdiction over the terms of this settlement pursuant to CCP Section 664.6 and shall specifically retain jurisdiction to entertain a motion to enforce the settlement should the need for such a motion arise.

This Agreement, consisting of four pages, is made and entered into on and as of June 7, 2023, in Redlands, California, and is effective as of this date.

PAMELA NELSON, Plaintiff

CITY OF REDLANDS

BY: _____
EDDIE TEJEDA, Mayor

ATTEST

BY: _____
JEANNE DONALDSON, City Clerk

APPROVED AS TO FORM AND CONTENT:

_____
Corey Weck, Attorney for Plaintiff,
Pamela Nelson

_____
Bruce E. Disenhouse, Attorney for Defendant,
City of Redlands

City Council/Successor Agency Meeting **J. 5.**

DATE: 07/05/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8453 terminating the local emergency previously proclaimed in response to the COVID-19 pandemic (City Manager Duggan)

MOTION:

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

I move to adopt Resolution No. 8453 terminating the local emergency in the City of Redlands regarding COVID-19.

RECOMMENDATION:

Staff recommends the adoption of Resolution No. 8453.

DISCUSSION:

On January 31, 2020, the United States Department of Public Health and Human Services declared a public emergency for the novel COVID-19 pandemic beginning on January 27, 2020. On March 4, 2020, Governor Newsom declared a state of emergency in the State of California due to the number of confirmed cases of COVID-19 in the State. Locally, the San Bernardino County Public Health Officer and the Board of Supervisors declared a local health emergency to help ensure County government and the public are prepared for the possibility of a COVID-19 outbreak in the County.

On March 17, 2020, the City of Redlands' Director of Emergency Services proclaimed the existence of a local emergency. Declaring a local emergency helped the City better prepare for, respond to, mitigate, and recover from a COVID-19 outbreak by providing the City the power necessary to coordinate and implement plans to protect the public health and safety of the residents of

Redlands.

On October 17, 2022, Governor Gavin Newsom announced that the State of California's COVID-19 state of emergency will end on February 28, 2023, citing that California has the tools needed to continue fighting COVID-19. Staff recommends that the Council terminate the local emergency to ensure alignment with the State of California's COVID-19 State of Emergency. While the COVID-19 pandemic continues to directly affect the safety of persons and property within the City of Redlands, the conditions necessitating the local emergency due to COVID-19 are steadily and sufficiently improving, such that the local emergency will no longer be warranted and may be terminated at this time.

SUBMITTED BY:
Charles M. Duggan, Jr., City Manager

RECOMMENDED BY:
Charles M. Duggan, Jr., City Manager

REVIEWED BY:
Janice McConnell, Assistant City Manager
Yvette M. Abich Garcia, City Attorney
Rich Sessler, Fire Chief

Fiscal Impact

Discussion:

There is no fiscal impact associated with the adoption of Resolution No. 8453.

Attachments

Resolution No. 8453

RESOLUTION NO. 8453

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS TERMINATING THE STATE OF EMERGENCY IN THE CITY OF REDLANDS REGARDING COVID-19

WHEREAS, on January 31, 2020, the United States Department of Public Health and Human Services Secretary Alex Azar declared a public emergency for the novel coronavirus (COVID-19) beginning on January 27, 2020; and

WHEREAS on March 4, 2020, the Governor of the State of California proclaimed a state of Emergency in the State of California due to the presence of and threat posed by the novel coronavirus (COVID-19); and

WHEREAS, on March 10, 2020, the San Bernardino County Public Health Officer and the Board of Supervisors declared a local health emergency to help ensure county government and the public are prepared for the possibility that COVID-19 will appear within the county; and

WHEREAS, on March 11, 2020, the World Health Organization declared the COVID-19 outbreak a global pandemic; and the CDC and Governor of the State of California issued recommendations to cancel or postpone gatherings of more than 20 people; and

WHEREAS the Redlands City Council confirmed the existence of a Local Emergency as proclaimed by the City Manager on March 17, 2020; and

WHEREAS said resolution was to remain in effect due to Governor's executive orders waiving traditionally required renewal request under California Government Code section 8630 and Health and Safety Code 101080; and

WHEREAS Governor Gavin Newsom announced that the COVID-19 State of Emergency will end on February 28, 2023; and

WHEREAS; although the COVID-19 pandemic continues to directly affect the safety of persons and property within the City of Redlands, the City Council finds that the conditions necessitating the local emergency due to COVID-19 are steadily improving.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Redlands hereby repeals Resolution No. 8065 pursuant to Government Code section 8630, the local emergency declared by Resolution 8065 is hereby terminated on July 5, 2023.

ADOPTED, SIGNED AND APPROVED this 5th day of July, 2023.

ATTEST: _____ Eddie Tejeda, Mayor

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 5th day of July, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

City Council/Successor Agency Meeting **J. 6.**

DATE: 07/05/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the request to hold Vibe Health and Wellness Festival event hosted by University of Redlands - Alliance For Community Transformation and Wellness (ACTW) on September 17, 2023, within Sylvan Park and the surrounding area; authorize street closures related to the event; approve a request for in-kind support in the amount of $13,471 related to the event and determine that the approval of the request is exempt from environmental review pursuant to Section 15311(c) of the state's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

MOTION(S):

If the City Council determines that the requests are appropriate, the following motions are provided:

1. I move that the City Council determine that approval of the event is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act; and
2. I move to authorize the closure of East High Avenue, Division Street, East Park Avenue, North University Street, Sylvan Boulevard, North Grove Street, East Brockton Avenue, and Chapel Street; and
3. I move to authorize the expenditure of city resources and in-kind support in the amount of $13,471 related to this event.

RECOMMENDATION:

Staff recommends that City Council determine that approval of the event is exempt from environmental review pursuant to Section 15311(c) of the state's guidelines implementing the California Environmental Quality Act (CEQA). Staff further recommends that the City Council direct staff accordingly concerning the request for in-kind support and approve the temporary street closures related to the event.

DISCUSSION:

The Facilities and Community Services Department manages the administration and issuance of permits for special events held in public areas of the City. Upon the issuance of a special event permit, the event may take place contingent on the event organizer paying the required fees. The City recognizes the value of partnering with non-profit agencies and organizations to provide services beneficial to the community. In an effort to provide support for programs that provide a community benefit, the City Council will, from time to time, consider the authorization of in-kind support including the use of city resources and facilities in support of a special event.

The Alliance For Community Transformation and Wellness has reserved Sylvan Park for the annual Vibe Health and Wellness Festival event on Sunday September 17, 2023 from 6:00 a.m. to 2:00 p.m. This request also includes the temporary closure of portions of East High Avenue, Division Street, East Park Avenue, North University Street, Sylvan Boulevard, North Grove Street, East Brockton Avenue, and Chapel Street for a 5k family fun run as well as the in-kind support in the amount of $13,471 for departmental resources including Police personnel, and Facilities & Community Services personnel and equipment, and the reservations for Sylvan Park. Alliance For Community Transformation and Wellness is a non-profit organization operating out of the City of Redlands, CA. According to the submitted application, the event will highlight the eight domains of health and wellness.

Furthermore, the event is exempt from the requirements of the California Environmental Quality Act's guidelines pursuant to Section 15311(c). Section 15311(c), accessory structures Class 11 facilities, consists of the construction, or replacement of minor structure accessory to existing commercial, industrial, or institutional facilities, including placement of seasonal or temporary use items such as mobile food units, portable restrooms or similar items in generally the same locations from time to time in publicly owned parks or other facilites designed for public use.

ALTERNATIVES:

The City Council may elect to deny the request and direct staff accordingly.

STRATEGIC PLAN:

Priority A - Quality of Life, Strategic Objective 1. Beautification, Arts and Culture.

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Rachel Tolber, Police Chief

PREPARED BY:
Michelle Groenke, Administrative Assistant

Fiscal Impact

Fiscal Year: 2023-24
Amount: $13,471.00
Discussion:

In anticipation of the City Council's consideration of this request, staff has compiled the following table outlining costs related to fees established by Resolution of the City Council and departmental charges pertaining to personnel and equipment resources necessary for the support of the event; totaling $13,471. The departmental charges are costs outside of normal City operations that would not be incurred by the City if the special event was not taking place. In addition, it is estimated that the ending unassigned fund balance after this expenditure will be approximately $21,382,809.

Departmental Charges (Personnel & Equipment)	**2023 Amount**	**Type**	**2022 Amount**
Police Personnel[1]	$11,250.00	Hard Cost	$1,680.00
FCS Personnel[1]	$2,100.00	Hard Cost	$0
Fire Personnel[1]	$	Hard Cost	$0
Personnel & Equipment Subtotal	**$13,350.00**		**$1,680.00**
Fees Established by City Council Resolution			
Sylvan Park Reservation Permit	$121.00	Soft Cost	$0
FCS equipment	N/A	Soft Cost	N/A
Fees Subtotal	**$121.00**		**$1,680.00**

Total Departmental Charges and Fees	**$13,350**(hard) **$121** (soft) **$13,471.00**		**$1,680.00**

1Personnel costs are calculated conservatively assuming the highest staff cost scenario. Actual costs may vary on the day of the event based on the actual staff present. Actual costs will be confirmed following the event and will be included in a reconciliation report presented to the City Council.

The following table summarizes the total estimated costs associated with the use of City resources and in-kind support approved for events scheduled during Fiscal Year 2023-24 to date:

TABLE 2: FY 2023-24 Fee Waivers to date

Hard Costs	**Soft Costs**	**Deposits Refunded**	**In-kind support Amount**	**Net Amount**
$3,920.00	$4,018.00	$0	$7,938.00	$7,938.00

Attachments

In-kind Request
Verification on Non-Profit

City of Redlands *In-Kind Support Request*

Event Name: Vibe Festival of Health and Wellness

Event Date(s): 9/17/2023 **Location(s):** Sylvan Park

Rain Out Date: N/A **Beginning Time:** 6am **End Time:** 2pm

Describe Your Request:

This completed form with all supporting documentation shall be submitted a minimum of 60 days prior to the scheduled event. Additional information may be attached to this application form, as needed.

Coverage for any city costs related to this event.

Select and Describe All City Provided Services That May Apply to Your Request :

- [x] Traffic (*Personnel, equipment, cones, barricades, no-parking*
- [x] Police (*Public Safety Personnel)*
- [x] Fire (*Paramedics, Inspectors)*
- [x] Parks *(Cleanup Personnel, Ball Field Lights)* Sylvan Park
- [ ] Facility

Refuse/Recycling *(Event Receptacles, Roll-Off Service)* acquired by Event Organizers through Redlands Customer Service

Section 13.65 of the Redlands Municipal Code requires that events that serve more than 2,000 individuals per day will be required to submit for review and approval a Large Venue Recycling Plan. The Quality of Life Department may require smaller events to comply with City recycling practices as a condition of waiving fees.

- [ ] Other

Group/Organization Name: University of Redlands - Alliance For Community Transformation and Wellness

Is your Group/Organization a Registered Non-Profit: [x] Yes [ ] No **Non-Profit Federal Tax ID Number:** 951643389

Does your Group/Organization Presently Have Liability Insurance? [x] Yes [ ] No

Please be advised that depending upon your request, you may be required to provide proof of insurance coverage in an amount determined by the City and naming the City as an additional insured.

Has your Group/Organization received fee waivers from the City in the past? Yes

Primary Contact Name & Title: Lana Frausto

Mailing Address: 1200 E Colton Ave, Redlands CA 92374

Phone Number: 909-485-4129 **E-Mail Address:** lanafrausto@gmail.com

Updated 6/2021

As a part of our commitment to fiscal responsibility, the City of Redlands gathers data associated with the economic and social benefits associated with in-kind support. Please provide estimates, as applicable, for your event.

Positive outcomes for your organization from this

SUPPORT HEALTH AND WELLNESS FOR REDLANDS COMMUNITY

Describe what economic benefit and impact this event will bring to the City:

FREE EVENT TO HIGHLIGHT HEALTH AND WELLNESS THAT INCLUDE THE 8 DOMAINS: PHYSICAL, INTELLECTUAL, EMOTIONAL, FINANCIAL, SOCIAL, EMOTIONAL, SPIRITUAL, VOCATIONAL, AND ENVIRONMENTAL

In April 2002, the City Council adopted Resolution No. 6038, which encourages groups or organizations requesting in-kind support from the City to use local businesses when procuring goods and services associated with the event. Receipts will need to be submitted through a follow up form. Failure to submit post event documentation (within 15 days) may affect future requests.

	Proposed Event	Previous Event Actuals	Vendors
Attendance: Redlands Residents	500	500	20
Attendance: Non-Residents	100	100	
Food & Beverage Sales	20	20	
Merchandise Sales	15	15	
Ticket/Entrance Fees	FREE	FREE	
Other			
Total Revenue			

I certify that all statements on this application are true and complete to the best of my knowledge.

Signature: [signature] **Title:** Actw - Education

Please Print Your Name: MARIA E. ARAUSTO **Date:** 5/11/23

To Be Completed by the City of Redlands

Date Received: 5/11/2023 **Received By:** Mmenne

Notes:

City Manager Approval: City Council Approval:

University of Redlands

EIN: 95-1643389 | Redlands, California, United States

Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC

Form 990-N (e-Postcard)

Organizations who have filed a 990-N (e-Postcard) annual electronic notice. Most small organizations that receive less than $50,000 fall into this category.

Tax Year 2008 Form 990-N (e-Postcard)

Tax Year 2007 Form 990-N (e-Postcard)

Copies of Returns (990, 990-EZ, 990-PF, 990-T)

Electronic copies (images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and non-profits.

Tax Year 2020 Form 990

Tax Year 2020 Form 990T

City Council/Successor Agency Meeting **J. 7.**

DATE: 07/05/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Accept grant award from San Manuel Band of Mission Indians to fund the 2023 Redlands Emergency Services Academy in the amount of $30,000 and authorize an additional appropriation of the same to the Police Department (Police Chief Tolber)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motions are provided:

1. I move to accept the grant award from the San Manuel Band of Mission Indians in the amount of $30,000; and

2. I move to authorize an additional appropriation of funds to the Police Department of the same.

RECOMMENDATION:

Staff recommends that the Council accept the grant award from the San Manuel Band of Mission Indians and approve the additional appropriation of funds to the Police Department in the amount of $30,000.

DISCUSSION:

The Redlands Emergency Services Academy ("RESA") is a partnership with the Redlands Police Department, Redlands Fire Department, Crafton Hills College, and the University of Redlands to provide graduating high school students with a rigorous, hands-on introduction to public safety careers. The week-long academy gives local students interested in careers in emergency services an opportunity to learn from Redlands police officers and firefighters. Many participants have gone on to careers in both fields.

RESA is funded primarily through grants and donations. The Redlands Police Department received a generous grant of $30,000 from the San Manuel Band of Mission Indians. These funds are used to pay for the personnel (Police Department/Fire Department) to run the RESA program and to backfill positions that are working at the academy.

ALTERNATIVES:

Do not approve the grant award and supplemental appropriation in the amount of $30,000.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Rachel Tolber, Chief of Police

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Selina Sanchez, Grant Coordinator

PREPARED BY:
Jimmy Nguyen, Management Analyst

Fiscal Impact

Fiscal Year:	2023-24
Revenue Generating:	Y
Appropriation Required Y/N:	Y
Amount:	$30,000
Budgeted Y/N:	No
Discussion:	

Attachments

Add'l Approp

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 6/20/23

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: Police

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Overtime Salaries	200202	5101	P202022	30,000.00
				$ 30,000.00 -

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Other Grants	200202	4410	P202022	30,000.00
				$ 30,000.00 -

JUSTIFICATION: This donation grant is to be used to provide funding support of the Redlands Emergency Services Academy (RESA) for the cost of fire and police personnel overtime for time worked for RESA 2023.

Requested By: _____
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

City Council/Successor Agency Meeting **J. 8.**

DATE: 07/05/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8490 levying special taxes with the City of Redlands Community Facilities District No. 2004-1 (Development Services Director Desatnik)

MOTION(S):

If Council determines staff's recommendation is appropriate, the following motion is provided:

I move to adopt Resolution No. 8490.

RECOMMENDATION:

Staff recommends City Council adoption of Resolution No.8490 establishing the maximum tax rates for Community Facilities District No. 2004-1, and authorizing the City Clerk to file necessary information with the County Auditor/Controller for Fiscal Year 23/24.

DISCUSSION:

In 2004, City Council approved the formation of Community Facilities District (CFD) No. 2004-1, which was established to maintain landscaping and other improvements associated with various properties annexed into the CFD. The CFD tax collected provides funding for labor, material, and equipment costs associated with the maintenance services. Since its inception, twenty-nine (29) applications for annexation have been received, and twenty (23) have been successfully added to the CFD, which are described in Attachment B.

Approval of Resolution No. 8490 is required to levy the special tax in accordance with the California Streets and Highways Code. This Resolution sets the maximum FY 23/24 CFD tax rates, and authorizes the City Clerk to file all necessary information to levy the tax with the County Auditor/Controller no later

than the deadline of August 10, 2023.

ALTERNATIVES:

City Council may deny the staff recommendation. However, adoption of the resolution is necessary to collect revenues to offset landscape maintenance expenses within CFD 2004-1.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Brian Desatnik, Development Services Director

RECOMMENDED BY:
Charles M. Duggan, Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Christopher Boatman, Assistant City Manager

PREPARED BY:
Donald Young, One Stop Permit Center Manager

Fiscal Impact

Fiscal Year:	FY 2023-24
Revenue Generating:	Y
Appropriation Required Y/N:	N

Discussion:

The special tax revenue and related expenses are included in the FY 23/24 budget. No general fund contributions are required for maintenance of the CFD.

Attachments

Attachment A - Resolution No. 8490
Attachment B - List of Annexations

RESOLUTION NO. 8490

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS LEVYING SPECIAL TAXES WITHIN CITY OF REDLANDS COMMUNITY FACILITIES DISTRICT NO. 2004-1 (TRACT MAP NO. 16408; TRACT MAP NO. 16287; TENTATIVE TRACT MAP NO. 17253; PARCEL MAP NO. 17353; COMMISSION REVIEW AND APPROVAL (CRA) NO. 826; TRACT MAP NO. 16806; PARCEL MAP NO. 18208; PARCEL MAP NO. 19371; TRACT MAP NO. 16465; TRACT MAP NO. 16627; TRACT MAP NO. 18979; TRACT MAP NO. 19975; TRACT MAP NO. 20079; TRACT MAP NO. 18882; PARCEL MAP NO. 19496; PARCEL MAP NO. 18536-1; TRACT MAP NO. 18988; TRACT MAP NO. 17022; PARCEL MAP NO. 19465; TRACT MAP NO. 19942; TRACT MAP NO. 19956; TRACT MAP NO. 20126; PARCEL MAP NO. 19981; PARCEL MAP NO. 18536; CONDITIONAL USE PERMIT (CUP) NO. 1129; TRACT MAP NO. 20065; TRACT MAP NO. 20257, AND PLANNED DEVELOPMENT NO. 4.

WHEREAS, the City Council of the City of Redlands (the "City") has formed City of Redlands Community Facilities District No. 2004-1 (Tract Map No. 16408 – Centex Homes) and annexed Tract Map No. 16287 (Annexation No. 1), Tentative Tract Map No. 17253 (Annexation No. 3), Parcel Map No. 17353 (Annexation No. 4), CRA No. 826 (Annexation No. 5), Tract Map No. 16806 (Annexation No. 8), Parcel Map No. 18208 (Annexation No. 9), Parcel Map No. 19371 (Annexation No. 11), Tract Map No. 16465, Tract Map No. 16627, Tract Map No. 18979, Tract Map No. 19975 and Tract Map No. 20079 (Annexation No. 12), Tract Map No. 18882 (Annexation No. 13), Parcel Map No. 19496 (Annexation No. 14), Parcel Map No. 18536-1 (Annexation No. 15), Tract Map No. 18988 (Annexation No. 16), Tract Map No. 17022 (Annexation No. 17), Parcel Map No. 19465 (Annexation No. 18), Tract Map No. 19942 (Annexation No. 19), Tract Map No. 19956 (Annexation No. 20), Tract Map No. 20126 (Annexation No. 21), Parcel Map No. 19981 (Annexation No. 22), Parcel Map No. 18536 (Annexation No. 23), CUP No. 1129 (Annexation No. 24), Tract Map No. 20065 (Annexation No. 25), Tract Map No. 20257 (Annexation No. 26), and Planned Development No. 4 (Annexation No. 27) into the City of Redlands Community Facilities District No. 2004-1 (the "Community Facilities District"), under and pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"); and

WHEREAS, the City Council, as the legislative body of the Community Facilities District, is authorized under the Act to levy special taxes (the "Special Taxes") to pay for the costs of certain facilities and to authorize the issuance of bonds secured by the Special Taxes under the Act; and

WHEREAS, the City Council, pursuant to Ordinance No. 2584, adopted by the City Council of the City on August 3, 2004, and Resolution No. 6481, adopted on May 2, 2006, authorized and levied the Special Taxes within the Community Facilities District; and

WHEREAS, Section 53340 of the Act provides that the legislative body of a community facilities district may provide, by resolution, for the levy of the special tax in the current year or future tax years at the same rate or at a lower rate than the rate provided by ordinance, if the resolution is adopted and a certified list of all parcels subject to the special tax levy including the amount of the tax to be levied on each parcel for the applicable tax year, is filed by the clerk or other official designated by the legislative body with the county auditor on or before the 10th day of August of that tax year; and

WHEREAS, the City Council desires to levy the Special Taxes within the Community Facilities District for Fiscal Year 2023-2024;

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

Section 1. All of the above recitals are true and correct.

Section 2. The City Council hereby levies the Special Taxes for the Fiscal Year 2023-2024 at the applied rates, up to the maximum, and with respect to the parcels as set forth in Exhibit A and Exhibit B hereto; provided, however, that the City Manager or the Finance Director of the City is hereby authorized, prior to the submission to the San Bernardino County Auditor/Controller and upon consultation with the City's special tax consultant, Webb Municipal Finance, LLC (a) to make any necessary modifications to such Special Taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed (provided that any such modifications shall not result in an increase in the Special Tax applicable to any category of parcels), or (b) to lower such Special Tax rates to the extent such officer deems necessary upon receipt of the final pricing information. The City Clerk of the City is hereby authorized and directed to file with the San Bernardino County Auditor/Controller no later than August 10, 2022, a certified list of all parcels subject to the Special Tax levy including the amount of the Special Tax to be levied on each parcel for Fiscal Year 2023-2024.

Section 3. The officers and agents of the City are, and each of them hereby is, authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the levy of the Special Taxes for Fiscal Year 2023-2024 as provided in this Resolution.

Section 4. All actions heretofore taken by the officers and agents of the City with respect to the levy of the Special Taxes for Fiscal Year 2023-2024 are hereby approved, confirmed and ratified.

Section 5. This Resolution shall take effect immediately upon its adoption.

APPROVED and ADOPTED by the City Council of the City of Redlands on July 5, 2023.

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing Resolution was duly adopted at a regular meeting thereof, held on the 5th day of July, 2023, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Jeanne Donaldson, City Clerk

Resolution No. 8490

Exhibit A – Annexation Levy Summary by Assessor's Parcel Number

Exhibit B – Annexation Listing with Maximum and Applied Rates

CFD 2004-1 Annexations List

In August 2004 Council approved the establishment of community facilities district (CFD) No. 2004-1, for Tract No. 16408, the Centex tract located at the southwest corner of Fifth Avenue and Wabash Avenue in the City of Redlands. The CFD was developed to cover the ongoing cost of maintenance of street trees, citrus groves landscaping and other appurtenances located along Fifth Avenue and Wabash Avenue.

In May 2006 Council approved Annexation No. 1 (Tract No. 16287) to the CFD, located at Occidental Drive and Crystal Court for the maintenance of landscaping and water quality treatment devices in the open space lots. During this last year, Annexation No. 1 subdivided the properties on site from two lots to twelve lots.

Annexation No. 2 (Tentative Tract No. 16586), located north of I-10 and both sides of the proposed Wabash Street alignment has been on hold since October 2006.

In July 2006 Council approved Annexation No. 3 (Tentative Tract No. 17253) to the CFD, located at the southwest corner of Lugonia Avenue and Church Street for the maintenance of the landscape and the associated irrigation equipment on Lugonia Avenue parkway frontages. This project has not yet begun construction.

In October 2008 Council approved Annexation No. 4 (Parcel Map No. 17353) to the CFD, located at Ford Street and Interstate 10 for the maintenance of the landscape in the median island and the associated irrigation equipment.

In October 2008 Council approved Annexation No. 5 (Commission Review and Approval No. 826) to the CFD, located at California Street and Orange Tree Lane for the maintenance of the landscape in the median island and the associated irrigation equipment on California Street and the parkway frontages along both streets.

Annexation No. 6 (Tract No 14790-1), located adjacent to Sunset Hills Lane, west of Alessandro Road did not receive sufficient votes needed to annex into the CFD in June 2009.

Annexation No. 7 (Parcel 2 of Parcel Map No. 15573), located at the northeast corner of San Bernardino Avenue and Mountain View Avenue, has been on hold since February 2011.

In February 2011 Council approved Annexation No. 8 (Tentative Tract No. 16806) to the CFD, located at southeast corner of Pennsylvania Avenue and Texas Street for the maintenance of the landscape and the associated irrigation equipment on Pennsylvania Avenue and Texas Street parkway frontages. This project has not yet begun construction.

In November 2012 Council approved Annexation No. 9 (Parcel Map No, 18208) to the CFD located at the southeast corner of Redlands Boulevard and Nevada Street for the maintenance of landscaping and the associated irrigation equipment on Redlands Boulevard and Nevada Street parkway frontages and the Redlands Boulevard raised center median.

Annexation No. 10 (Tract No. 18762-1), located at the northeast corner of Orange Street and Lugonia Avenue, has been completed since July 2016. Annexation No. 10 is dormant because the property owners have agreed to be responsible for all landscaping and irrigation efforts themselves; therefore the annexations are not being assessed.

In June 2014 Council approved Annexation No. 11 (Parcel Map No. 19371) to the CFD located at the northwest corner of Lugonia Avenue and Wabash Avenue for the maintenance of landscaping and the associated irrigation equipment on Lugonia Avenue and Wabash Avenue Street parkway frontages. Annexation No. 11 is dormant because the property owners have agreed to be responsible for all landscaping and irrigation efforts themselves; therefore the annexations are not being assessed.

In June 2014 Council approved Annexation No. 12 (Tract Map Nos. 16465 and 16627) to the CFD located at the southwest and southeast corners of Pioneer Avenue and Judson Street, respectively, for the maintenance of landscaping and the associated irrigation equipment on Pioneer Avenue and Judson Street parkway frontages, maintenance of landscaping and water quality treatment devices in the open space lots, and for the maintenance of landscaping and the associated irrigation equipment on the common area lots. Annexation No. 12a (Tract No. 16465) is nearly complete. A 50% assessment is being proposed to establish a reserve fund. Annexation No. 12b was completed in July 2016 and is being assessed. Annexation No. 12c (Tract Map Nos. 18979 and 19975) located east of Tract Map No. 16627 and between Pioneer Avenue and Pennsylvania Avenue was approved by City Council in June 2016. A 50% assessment is being proposed to establish a reserve fund. Annexation No. 12d (Tract Map No. 20079) was approved by Council in May 2018. A 50% assessment is being proposed to establish a reserve fund.

In June 2014 Council approved Annexation No. 13 (Tract Map No. 18882) to the CFD located at the southwest corner of San Bernardino Avenue and Dearborn Street, respectively, for the maintenance of landscaping and the associated irrigation equipment on San Bernardino Avenue and Dearborn Street parkway frontages and for the maintenance of landscaping and the associated irrigation equipment on the common area lots with the exception of Lot B. Annexation No. 13 is dormant because the property owners have agreed to be responsible for all landscaping and irrigation efforts themselves; therefore the annexation is not being assessed.

In September 2015 Council approved Annexation No. 14 (Parcel Map No. 19496) to the CFD located at the northeast corner of California Street and Lugonia Avenue for the maintenance of landscaping and associated irrigation equipment on the California Street center median. The maintenance of landscaping and associated irrigation equipment on California Street and Lugonia Avenue parkway frontages will be maintained by the property owner and will not be assessed.

In December 2017 Council approved Annexation No. 15 (Parcel Map No. 18535-1) to the CFD located at the northwest corner of Eureka Street and Stuart Avenue for the maintenance of street trees, landscaping and irrigation in the rights-of-way and landscape maintenance along the property frontage. Annexation No. 15 will be dormant because the property owners have agreed to be responsible for all landscaping and irrigation efforts themselves; therefore the annexation is not being assessed.

In April 2017 Council approved Annexation No, 16 (Tract Map No. 18988) to the CFD located on the north side of Pioneer Avenue, east of Texas Street for the maintenance of parks, slopes, parkways, median, open space, shade and seating structures, and monuments within and adjacent to said tract.

In July 2017 Council approved Annexation No. 17 (Tract Map No. 17022) to the CFD located at the northeast corner of Pioneer Avenue and Texas Street for the maintenance of slopes, parkways, open space and citrus trees within and adjacent to the tract. This project has not yet begun construction.

In May 2018 Council approved Annexation No. 18 (Parcel Map No. 19465) to the CFD located at the southeast corner of Alabama Street and Park Avenue for the maintenance of street trees, landscaping and irrigation in the rights-of-way and landscape maintenance easement along the property frontage within and in the parcel map. The maintenance of landscaping and associated irrigation equipment on Alabama Street and Park Avenue parkway frontages and landscape maintenance easement will be maintained by the property owner and will not be assessed.

In January, 2020 Council approved Annexation No. 19 (Tract Map No. 19942) located at the northeast corner of Wabash Avenue and Sylvan Boulevard was approved for the maintenance of parks, slopes, parkways, and open space.

In May 2019 Council approved Annexation No. 20 (Tract Map No. 19956) to the CFD located at the southeast corner of Wabash Avenue and Citrus Avenue for the maintenance of slopes, parkways, and open space within and adjacent to the tract.

In September 2019 City Council approved Annexation No. 21 (Tract Map No. 20126) to the CFD located on the north side of Lugonia Avenue, south of Pennsylvania Avenue, east of Judson Street for the maintenance of parks, slopes, parkways, open space, and citrus groves.

In June 2020 Council approved Annexation No. 22 (Parcel Map No. 19981) to the CFD located at the northwest corner of Alabama Street and Park Avenue for the maintenance of parkways. Parkways will be maintained by the property owner and will not be assessed.

In April 2021 Council approved Annexation No. 23 (Parcel Map No. 18536) to the CFD located at the southwest corner of Eureka Street and Stuart Avenue for maintenance of parkways.
In January 2021 Council approved Annexation No. 24 (Conditional Use Permit No. 1129) located at the southeast corner of Eureka Street and Stuart Avenue for maintenance of parkways. The maintenance of landscaping and associated irrigation equipment on Eureka Street and Stuart Avenue parkway frontages will be maintained by the property owner and will not be assessed.

In June 2023 City Council approved Annexation No. 25 (Tract Map No. 20065) located on the south side of East Highland Avenue and west of Redlands Street for the maintenance of infiltration trenches, infiltration basins, storm drain facilities, landscaping, and street trees.

In March 2022 Council approved Annexation No, 26 (Tract Map No. 20257) located at the northwest corner of San Bernardino Avenue and Texas Street for the maintenance of perimeter lettered lots, retention basins, and street trees. This project is currently under construction.

In October 2022 City Council approved Annexation No. 27 (Planned Development No. 4) to the CFD located at the northeast corner of Mountain View Avenue and I-10 for maintenance of public trails and trail fences.

Annexation No. 28 (Tract Map No. 20473) located at the southwest corner of San Bernardino Avenue and Wabash Avenue is currently on hold.

Annexation No. 29 (Tract Map No. 20336) located on the north side of Domestic Avenue approximately 700 feet west of Texas Street is anticipated to request Council action sometime in 2023.

City Council/Successor Agency Meeting **J. 9.**

DATE: 07/05/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Ordinance No. 2959 (Second Reading) - Ordinance of the City of Redlands amending Title 18 (zoning regulations) of the Redlands Municipal Code by adding chapter 18.230 for an Inclusionary Housing Program for the City of Redlands (Development Services Director Desatnik)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

I move to adopt Ordinance No. 2959.

RECOMMENDATION:

It is recommended the City Council consider adoption of Ordinance No. 2959, amending Title 18 (zoning regulations) of the Redlands Municipal Code by adding chapter 18.230 for an Inclusionary Housing Program for the City of Redlands.

DISCUSSION:

The proposed ordinance and staff report prepared for the introduction of this ordinance are available in the City Clerk's office.

ALTERNATIVES:

The Council may continue this matter in order to allow additional time to review Ordinance No. 2959 or the Council may reject adoption of Ordinance No. 2959.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Jeanne Donaldson, City Clerk

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager

PREPARED BY:
Jeanne Donaldson, City Clerk

Fiscal Impact

Discussion:

Codification: $22/per page affected by the change
Legal Publication: $285

Attachments

Ordinance 2959-Clean

ORDINANCE NO. 2959

AN ORDINANCE OF THE CITY OF REDLANDS AMENDING TITLE 18 (ZONING REGULATIONS) OF THE REDLANDS MUNICIPAL CODE BY ADDING CHAPTER 18.230 FOR AN INCLUSIONARY HOUSING PROGRAM FOR THE CITY OF REDLANDS

WHEREAS, the City has initiated Ordinance Text Amendment No. 367 in accordance with Chapter 18.204 of the Redlands Municipal Code; and

WHEREAS, the Planning Commission finds that the City of Redlands faces a serious housing problem and the lack of access to affordable housing has a direct impact upon the health, safety, and welfare of the residents of the City; and

WHEREAS, the California Legislature has consistently recognized the continuing need for affordable housing in California, stating in Government Code Section 65580, that "the availability of housing is of vital statewide importance, and the early attainment of decent housing… is a priority of the highest order" and, further, that, "local… governments have a responsibility to use the powers vested in them to facilitate the improvement and development of housing to make adequate provision for the housing needs of all economic segments of the community"; and

WHEREAS, affordable housing is regulated by a variety of state and local laws, ordinances, and policies, and the Regional Housing Needs Assessment (RHNA) requires the City to provide for the development of a specified number of housing units. The City's Housing Production allocation for the 2021-2029 allocation cycle calls for the development of 2,234 new affordable housing units as follows: 652 units are needed for moderate-income households; 615 units are needed for low-income households and 967 units are needed for very low and extremely low-income households; and

WHEREAS, the City desires to explore and, to the extent feasible, use all available tools to meet its mandated regional housing goals; and

WHEREAS, a lack of new units affordable to very-low, low and moderate-income households within the City will have a substantially negative impact because: (1) housing will have to be built far from employment centers, which will increase commuting and negatively impact traffic, air and noise pollution, and (2) the City and employers within the City will find it difficult to recruit and retain employees; and

WHEREAS, the City Council considered the findings, recommendations, and analysis contained in the report entitled Inclusionary Housing: Policy Recommendations (dated January 23, 2023) and the report entitled Inclusionary Housing: Financial Evaluation (dated January 23, 2023), both prepared by Keyser Marston Associates, and has determined that it is in the furtherance of the public health, safety, and welfare to require new Residential Development to incorporate affordable housing units within their development or otherwise take measure to further the development of affordable housing within the City; and

WHEREAS, the State of California requires each city to develop a general plan establishing policies for future development. As specified in the Government Code, the general plan must: (i) encourage the development of a variety of housing types for all income levels; (ii) assist in the development of adequate housing to meet the needs of low and moderate-income households; and (iii) conserve and improve the condition of the existing affordable housing stock, which may include addressing ways to mitigate the loss of dwelling units demolished by public or private action; and

WHEREAS, the City has authority under its police power to protect the public health, safety, and welfare, by imposing land use regulations that that will provide additional housing that is affordable to all income levels that is dispersed throughout the City; and

WHEREAS, the implementation of an inclusionary housing requirement in accordance with this proposed ordinance will provide a mechanism for all Residential Development containing ten (10) or more units to provide a contribution to affordable housing consistent with the goals of the City's adopted Housing Element; and the implementation of the ordinance will aid the City in achieving the goal of making affordable housing diverse, dispersed, and inclusionary; and

WHEREAS, an affordable inclusionary housing requirement for all new developments containing ten (10) or more residential units, in the City of Redlands will serve to contribute to meeting the City's overall future need of affordable housing and to help meet its RHNA allocations; and

WHEREAS, on February 14, 2023, the Planning Commission held a noticed public hearing and considered the staff report, oral report, the testimony and written evidence submitted by City staff; and

WHEREAS, on February 14, 2023, the Planning Commission held a noticed public hearing and considered the testimony and any written evidence submitted by the public; and

WHEREAS, on April 25, 2023, the Planning Commission held a noticed public hearing and considered the staff report, oral report, the testimony and written evidence submitted by City staff; and

WHEREAS, on April 25, 2023, the Planning Commission held a noticed public hearing and considered the testimony and any written evidence submitted by the public; and

WHEREAS, on April 25, 2023, the Planning Commission unanimously recommended to the City Council that Ordinance Text Amendment No. 367 be approved; and

WHEREAS, in accordance with Government Code section 65090, on or about May 26, 2023, the City Clerk gave notice by publication in a newspaper of general circulation of the holding of a public hearing at which Ordinance No. 2959 would be considered by City Council; and

WHEREAS, on June 20, 2023, the City Council held a noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to, Ordinance No. 2959; and

WHEREAS, adoption of the proposed ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15061(b)(3) of the California Environmental Quality Act Guidelines; and

WHEREAS, after closing the public hearing and deliberating upon the matter, the City Council finds that approval of the proposed amendment to Title 18 (Zoning Regulations) of the Redlands Municipal Code will be in the best interests of the public health, safety, and general welfare.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDLANDS DOES ORDAIN AS FOLLOWS:

SECTION 1. California Environmental Quality Act. The proposed Ordinance Text Amendment No. 367 qualifies for exemption from environmental review and the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15061(b)(3). Under section 15061(b)(3), the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the project is exempt from CEQA. This Ordinance Text Amendment will not affect the physical environment by permitting a new use or intensifying an existing use. Instead, the Ordinance Text Amendment establishes affordable housing requirements through a range of means for individual projects. There is no potential for the changes to result in a significant effect on the environment.

SECTION 2. APPROVAL OF ORDINANCE TEXT AMENDMENT NO. 367. The proposed amendment to Title 18 (Zoning Regulations) of the Redlands Municipal Code is hereby adopted to add Chapter 18.230, entitled "Inclusionary Housing," which shall read as follows:

"CHAPTER 18.230 INCLUSIONARY HOUSING"

18.230.010: PURPOSE:

The City's purpose in enacting this title are as follows:

(a) To ensure the development and availability of decent, affordable housing to a broad range of households with varying income levels throughout the City.

(b) To promote the City's goal to add affordable housing units to the City's housing stock.

(c) To ensure the long-term affordability of units and availability for income-eligible households in years to come.

(d) To ensure that the private sector, in addition to public sector, participates in the provision of affordable housing for current and future residents of the City of Redlands.

(e) To ensure that affordable housing will be dispersed throughout the City and not be segregated from market-rate housing.

18.230.020: DEFINITIONS:

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this title, except where the context clearly indicates a different meaning:

"*Affordable Housing Cost"* means the housing cost for for-sale Inclusionary Units as defined by California Health & Safety Code section 50052.5 for owner occupied housing, as applicable to the moderate-income households.

"Affordable Housing Agreement" means a legally binding agreement between an applicant and the City, in a form and substance satisfactory to the City Manager and City Attorney and suitable for recording, setting forth those provisions necessary to ensure that the requirements of this chapter are, and will continue to be, satisfied.

"Affordable Rent" means the affordable rent for rental dwelling units as defined in California Health and Safety Code Section 50053.

"Affordable Sales Price" means the maximum sales price for which a for-sale Inclusionary Unit may be sold, that will result in the purchaser paying an Affordable Housing Cost for the for-sale Inclusionary Unit, assuming a benchmark mortgage interest rate and minimum down payment as may be established by the City from time to time.

"Applicant" or *"developer"* means a person, persons, or entity that applies to the City for one or more discretionary or residential permits required for the development of a Residential Development and also includes the owner or owners of the property if the Applicant does not own the property on which the development is proposed.

"Area Median Income" means the annual median household for San Bernardino County, adjusted for household size, as published periodically in the California Code of Regulations, Title 25, Section 6932, or its successor provision.

"Building Permit" means full structural building permits as well as partial permits such as foundation-only permits.

"Certificate of Occupancy" means the permit issued by the City of Redlands building division authorizing the initial occupancy of a residential unit, including a temporary certificate of occupancy.

"City Manager" means the City of Redlands City Manager or designee.

"Density Bonus Units" mean dwelling units approved in a Residential Development pursuant to California Government Code section 65915 *et seq.* and the City Density Bonus Ordinance (Redlands Municipal Code chapter 18.228) that are in excess of the maximum residential density otherwise permitted by the City of Redlands General Plan or Zoning Ordinance, and any applicable Specific Plan.

"Dwelling Unit" shall have the definition given for dwelling unit in subsection 18.08.225 of the Redlands Municipal Code.

"For-Sale" means any dwelling unit, including but not limited to a condominium, townhome, other attached or detached single family dwelling unit, for which a parcel or tentative and final map is required for the lawful subdivision of the parcel upon which the dwelling unit is located for the creation of the unit in accordance with the Subdivision Map Act (California Government Code section 66410 et seq.).

"Household" means one person living alone or two or more persons sharing residency.

"Inclusionary Housing Fund" means the fund established pursuant to subsection 18.230.170(B) of this chapter, which is designated by the City to maintain and account for all funds received pursuant to this title, including but not limited to, all In-lieu Fees.

"*Inclusionary Housing Plan"* means a plan containing all the information specified in and submitted in conformance with subsection 18.230.140 of this chapter specifying the manner in which Inclusionary Units will be provided in conformance with this chapter.

"Inclusionary Unit" means a dwelling unit that is designated to meet the requirements set forth in this chapter, and that must be made available at an Affordable Housing Cost or an affordable rent to eligible moderate-, low- or very low-income households, as applicable to the unit.

"In-lieu Fee" means a fee paid by an applicant into the City's Inclusionary housing fund in-lieu of constructing Inclusionary Units pursuant to this chapter. Payment of In-lieu Fees shall be allowed as an option in accordance with subsection 18.230.120(A) of this title.

"Low-Income Household" means a household whose income does not exceed the qualifying limits for lower income families as established and amended from time to time for San Bernardino County pursuant to Section 8 of the United States Housing Act of 1937. The income limit for low-income households, adjusted for family size, is published periodically in the California Code of Regulations, Title 25, Section 6932.

"Low-income Unit" means a dwelling unit that is required to be sold or rented to a low-income household at an Affordable Sales Price or an affordable rent, as applicable.

"*Market-Rate Unit"* means a dwelling unit in a Residential Development that is not an Inclusionary Unit.

Moderate-Income Household shall have the same definition of "persons and families of low or moderate-income as set forth in California Health & Safety Code Section 50093. The income limit for moderate-income households, adjusted for family size, is published periodically in the California Code of Regulations, Title 25, Section 6932.

"Moderate-Income Unit" means a dwelling unit that is required to be sold or rented to a moderate-income household, or a low-income unit that is able to qualify to rent or purchase the moderate-income unit.

"Rental" means a dwelling unit that is not a for-sale dwelling unit, and does not include any dwelling unit, whether offered for rental or sale, that may be sold as a result of the lawful subdivision of the parcel upon which the dwelling unit is located or creation of the unit in accordance with the Subdivision Map Act (Government Code section 66410 et seq.).

"Resale Restriction Agreement" means a legally binding agreement between the City and the purchaser of a for-sale Inclusionary Unit, in a form as approved by the City Attorney, which requires that the Inclusionary Unit to be occupied by the purchaser for the term of the agreement or sold to another Moderate-Income Household at an Affordable Sales Price.

"Residential Development" means any development project for which an application for any ministerial or discretionary permit has been submitted to the City, and where the development would create new or additional dwelling units by the construction or alteration of structures, the conversion of a use to residential from any other use, or the conversion of a use to for-sale residential from rental residential use.

"Utilities" means garbage collection, sewer, water, electricity, gas and other heating, cooling, cooking and refrigeration fuels.

"Very Low-income Household" means a household whose income does not exceed the qualifying limits for very low-income families as established and amended from time to time for San Bernardino County pursuant to Section 8 of the United States Housing Act of 1937. The income limits for very low-income households, adjusted for family size, is published periodically in the California Code of Regulations, Title 25, Section 6932.

"Very Low-income Unit" that is required to be rented to a very low-income household at an affordable rent.

18.230.030: INCLUSIONARY HOUSING REQUIREMENTS:

A Residential Development that includes ten (10) or more Dwelling Units shall be subject to the provisions of this chapter.

A. Inclusionary Requirements for For-Sale Dwelling Units: Residential developments that include for-sale single-family detached dwelling units, townhomes, and condominiums shall include for-sale moderate-income units equal to five percent (5%) of the total number of dwelling units in the Residential Development. If a residential condominium development is developed with the intent to initially rent the dwelling units, the Residential Development shall comply with the inclusionary requirements for rental dwelling units set forth in subsection B below, and any future sale of the Inclusionary Units shall be addressed in the Affordable Housing Agreement for

the Inclusionary Units for-sale dwelling units shall provide Inclusionary Units through one of the following means:

B. Inclusionary Requirements for Rental Dwelling Units: Residential Developments that are comprised of Rental dwelling units shall include, within the residential development, one of the following as a percentage of the total number of Dwelling Units:

1. 5% Low Income Units and 7% Moderate Income Units; or
2. 5% Very Low Income Units and 5% Moderate Income Units; or
3. 9% Low Income Units

C. Notwithstanding the requirements contained in 18.230.030(A) and (B), projects for which the City has received a development application on or before March 1, 2023 may fulfill the requirements of this title by providing 5% Very Low-Income rental units.

D. Density Bonus Units: For purposes of calculating the number of Inclusionary Units required, any additional units authorized as density bonus units will not be counted in determining the required number of Inclusionary Units.

E. Fractional Units: If, in computing the total number of Inclusionary Units required in a Residential Development, there is a fractional unit required, the Applicant shall pay an In-lieu Fee in the amount determined pursuant to subsection 18.230.120(A)(4) of this title, equal to the amount calculated for that fractional unit on a per Dwelling Unit basis.

F. Residential Development with a Combination of For-sale and Rental Dwelling Units: When a Residential Development includes a combination of for-sale and rental Dwelling Units, the number and income levels for Inclusionary Units required for the Residential Development shall be calculated for each category of dwelling units (i.e., for-sale and rental) individually, and combined to comprise the Residential Development's total inclusionary housing requirement pursuant to this title.

18.230.040: DURATION OF AFFORDABILITY COVENANTS:

A. For-sale Inclusionary Units produced pursuant to this chapter must be legally restricted to sale to and occupancy by households of the income levels for which the units were designated for a single cumulative term of 55 years. During that term, the for-sale Inclusionary Units may only be sold and resold to Moderate or Low-Income Households at an Affordable Sales Price for Moderate-Income Households.

B. Rental units produced pursuant to this chapter must be legally restricted to rental to and occupancy by households in the income level for which the Inclusionary Units are developed for a term of not less than fifty-five (55) years. At the end of the fifty-five-year term, the restrictions on rental of the Inclusionary Units may only be removed in the event that the property upon which the rental Inclusionary Unit or units are located is rezoned and used for non-residential use.

C. To ensure compliance with the durational requirement, Affordable Housing Agreements, and resale restriction agreements for For-sale Inclusionary Units, shall be recorded in the chain of title for every Inclusionary Unit as provided in subsection 18.230.140(E) of this title.

18.230.050: DEVELOPMENT STANDARDS FOR FOR-SALE INCLUSIONARY UNITS:

Unless otherwise specified by the City Council, Inclusionary Units shall be developed and incorporated into the applicable Residential Development in a manner consistent with the following requirements:

A. For-sale Inclusionary Units shall be reasonably dispersed throughout a Residential Development and not clustered in a specific portion of the development, and the location of the for-sale Inclusionary Units within a Residential Development shall be designated before issuance of building permits for the development.

B. The for-sale Inclusionary Units shall be built concurrently with the market rate units in the Residential Development. The Inclusionary Units may be constructed in phases if the market rate units are constructed in phases, provided that the percentage of Inclusionary Units developed in each phase shall be equivalent to or greater than the total percentage of Inclusionary Units to be developed as part of the Residential Development until such time that all the Inclusionary Units have been built.

C. For-sale Inclusionary Units shall be comparable in infrastructure (including sewer, water and other utilities), construction quality and exterior design to the market-rate units.

D. The bedroom mix for the for-sale Inclusionary Units must be proportional to the bedroom mix of the market rate units, but the for-sale Inclusionary Units may be smaller in square footage than the market rate units.

E. The interior finishes and features for the Inclusionary Units must be comparable to the base level interior finishes for the market-rate units, and the appliance packages in the for-sale Inclusionary Units must be the same as the appliance packages provided in the base level market rate units.

18.230.060: DEVELOPMENT STANDARDS FOR RENTAL INCLUSIONARY UNITS:

A. The rental Inclusionary Units developed in a rental Residential Development shall be designated before issuance of building permits for the development and shall be reasonably dispersed throughout the Residential Development.

B. The rental Inclusionary Units shall be built concurrently with the market rate units in the rental Residential Development.

C. The bedroom mix for the rental Inclusionary Units in a rental Residential Development must be proportional to the bedroom mix of the market rate units, but the Inclusionary Units may be smaller in square footage than the market rate units.

D. The interior improvements for the rental Inclusionary Units must be consistent with defined housing quality standards as established for Inclusionary Units by the City. If no such housing quality standards have been established by the City, the improvements shall comply with the standards established or approved by the California Tax Credit Allocation Committee for residential units developed pursuant to the federal low-income housing tax credit program. The market rate units can include enhanced interior improvements.

18.230.070: DEVELOPMENT STANDARDS FOR OFF-SITE INCLUSIONARY UNITS:

Inclusionary units that are constructed to satisfy this title that are outside the boundaries of the market-rate Residential Development shall comply with the following requirements:

A. The Inclusionary Units constructed must be rental dwelling units.

B. The parcel upon which the rental Inclusionary Units are constructed must be constructed within one mile of the boundary of the market rate Residential Development that is subject to the requirements of this title.

C. The Inclusionary Units shall not create an over concentration of deed restricted affordable housing units in any specific neighborhood. For purposes of this title, "over concentration" is defined as more than fifty (50) deed restricted very low or low-income dwelling units within ¼ mile of the site of the proposed Inclusionary Units, or more than two hundred (200) of such units within one-half (½) mile of the site of the proposed Inclusionary Units.

D. The developer of the for-sale Residential Development may enter into an agreement with a separate affordable housing developer to construct, own and operate the rental Inclusionary Units, subject to the following requirements:

1. The affordable housing developer must have relevant recent experience developing affordable housing and be approved by the City in its sole discretion; and

2. The affordable housing developer may not request any financial assistance from the City.

3. The affordable housing developer may apply to use the density bonus, incentives and concessions available pursuant to Government Code section 65915 for the Residential Development based on the Inclusionary Units developed outside the boundaries of the Residential Development as provided in this subsection.

E Design, building quality and maintenance standards must be consistent with defined housing quality standards as established for Inclusionary Units by the City. If no such housing

quality standards have been established by the City, the improvements shall comply with the standards established or approved by the California Tax Credit Allocation Committee for residential units developed pursuant to the federal low-income housing tax credit program.

F. The bedroom mix for the rental Inclusionary Units shall not be required to be proportionate to the for-sale residential units, provided that the rental Inclusionary Units shall be consistent with the following requirements:

1. No more than fifteen percent (15%) of the rental Inclusionary Units may be studio units.

2. At least forty percent (40%) of the rental Inclusionary Units must include two or more bedrooms.

3. The remaining units must be one or more bedrooms.

G. The rental Inclusionary Units shall be built prior to or concurrently with the market rate units in the Residential Development that triggered the requirements for the Inclusionary Units. If the market rate units are constructed in phases, the rental Inclusionary Units must be constructed prior to or concurrently with the first phase of the market rate Residential Development. The developer shall not commence construction on the second phase of the Residential Development until the required rental Inclusionary Units are completed.

18.230.080: ACCESS TO COMMON AMENITIES:

Residents and tenants of Inclusionary Units located within the Residential Development shall be provided the same rights and access to common amenities in the development project as residents and tenants occupying market-rate units.

18.230.090: INCLUSIONARY HOUSING POLICIES AND PROCEDURES:

The City will prepare manuals that detail the Inclusionary Housing policies and procedures that will be applied to residential projects that are subject to the Inclusionary Housing program requirements. Separate manuals will be prepared for For-sale and Rental housing developments.

18.230.100: MARKETING OF INCLUSIONARY UNITS:

Developer shall use commercially reasonable efforts to market the Inclusionary Units to eligible residents of the City of Redlands, consistent with the City's Inclusionary Housing Policies and Procedures.

18.230.110: ALTERNATIVE MEANS OF FULFILLING INCLUSIONARY HOUSING OBLIGATIONS:

A. Payment of In-lieu Fee

As an alternative to constructing Inclusionary Units as required by this title, all or a portion of the inclusionary housing requirement may be fulfilled through the payment of an In-lieu Fee pursuant to an In-lieu Fee schedule adopted by the City pursuant to this title, subject to the following:

1. For-sale Residential Developments of any size may pay an In-lieu Fee by-right.

2. Rental Residential Developments with twenty two (22) or fewer units may pay an In-lieu Fee by-right.

3. Rental Residential Developments with twenty three (23) or greater units may pay an In-lieu Fee, subject to approval by the City Council, upon a demonstration that providing the affordable units in the Residential Development would create an unreasonable economic hardship due to such factors as project size, site constraints, and/or excessively large affordability gaps.

4. Prior to the effective date of this title, and from time to time thereafter, the City Council shall adopt by resolution a schedule of In-lieu Fees that shall be levied based on the square footage of the saleable area of For-sale Residential Developments or leasable area of Rental Residential Developments, but excluding the affordable units in a project that received a density bonus in accordance with Government Code section 65915.1. The amount of In-lieu Fees shall be established by resolution of the City Council. The In-lieu Fee schedule shall be updated periodically by the City Council.

5. The required In-lieu Fees shall be paid at the time that the first building permit is obtained for the Residential Development, except that, for phased projects, the developer may pay a pro rata share of the In-lieu Fee, based on the number and size of phases in the development, concurrently with the issuance of the first building permit for each phase of the Residential Development.

6. All In-lieu Fees collected under this title shall be deposited in the Inclusionary Housing fund established by the City pursuant to subsection 18.230.170(B) of this title.

B. Off-site Development of Affordable Units

Residential Developments can fulfill Inclusionary Housing requirements by renting 9% of the total number of units in the development at the Low-income standard in one of the following ways:

1. Off-site production of affordable rental units; or

2. Creation of a parcel within a For-sale Housing Development site on which affordable rental units are constructed.

C. Land Dedication

As an alternative to constructing the required inclusionary units in accordance with this title, the City Council may, in its discretion, allow an applicant to dedicate real property to the City for the purpose of developing affordable housing, provided that the real property dedicated to the City must satisfy all of the following requirements:

1. The real property must be conveyed to the City at no cost.

2. At the time the applicant submits a proposal to dedicate real property to the City pursuant to this title, the applicant must provide evidence satisfactory to the City that the property meets the following requirements:

    a. The applicant has control over the property through fee ownership, an option to purchase the property, or other property interest demonstrating site control satisfactory to the City, and the real property is free of any monetary liens. In the event that there are any encumbrances or easements that adversely impact title to the property, those encumbrances or easements must be disclosed and factored into the estimated value of the real property interest to be conveyed to the City.

    b. The applicant must provide evidence satisfactory to the City that the property does not contain any hazardous materials at the time of conveyance; must disclose whether any hazardous materials were previously found on the property; and if hazardous materials were previously remediated from the property, the applicant must provide evidence satisfactory to the City that such hazardous materials were remediated in accordable with all applicable laws and regulations.

    c. The property cannot have been improved with any residential use for at least five years prior to the submission of the proposal for dedication of the property to the City pursuant to this title.

    d. The property must be located within one mile of the property upon with the applicant proposes to develop the market rate residential development that has triggered the requirements of this title.

    e. The property must have a general plan designation that authorizes residential uses and is zoned for residential development at a density to accommodate at least a number of dwelling units equal to at least 10% of the number of dwelling units proposed in the Applicant's residential development.

    f. The property must be suitable for development of inclusionary units equal to at least 10% of the number of dwelling units proposed in the applicant's residential development, in terms of configuration, physical characteristics,

location, access, adjacent uses, and other relevant planning and development criteria including, but not limited to, factors such as the cost of construction or development arising from the nature, condition, or location of the property.

g. Infrastructure to serve the property, including but not limited to streets and public utilities, must be available at the property line and have adequate capacity to serve the maximum allowable residential development pursuant to zoning regulations.

3. In order to assist the City in evaluating a proposal by an applicant to dedicate property pursuant to this title, the applicant shall submit the following documents:

   a. A conceptual site plan and narrative description of a residential development that could be developed on the property.

   b. An identification of the income and affordability restrictions proposed to be imposed on the property.

   c. A pro forma analysis that quantifies any financial gap associated with the identified development scope and describes how this financial gap will be filled.

   d. If the applicant believes a density bonus would be required pursuant to Government Code Section 65915, the terms of the requested density bonus; and the incentives, concessions, and development waivers that applicant anticipates will be requested for the development of the property.

4. Prior to scheduling a proposal for dedication of property pursuant to this title for consideration by the City Council, City staff will independently evaluate the applicant's proposal and provide the City Council with an analysis of whether the proposal meets the required standards set forth in this title.

D. The alternative means of compliance set forth herein are intended to implement the City's authority to promote the development of affordable housing, in accordance with California Government Code § 65850, subdivision (g), and shall not be considered or construed as an ad hoc exaction, a mandated fee required to develop a specific property, or a fee imposed to offset the development impacts of a specific project.

18.230.120: EXEMPTIONS:

The requirements of this chapter do not apply to:

A. Residential developments of nine (9) or fewer housing units.

B. The reconstruction of any structures that have been destroyed by fire, flood, earthquake, or other act of nature provided that the reconstruction of the site does not increase the number of residential units by three or more.

C. Residential building additions, repairs or remodels, provided that such work does not increase the number of existing units by three or more.

D. Residential developments that have been deemed complete by the City pursuant to Government Code Section 65589.5 or 65943 as of the effective date of this title. Further, for Residential Developments that have been deemed complete by the City pursuant to Government Code Section 65589.5 or 65943 within forty-five (45) days of the effective date of this title, the inclusionary housing requirement imposed pursuant to this chapter shall be reduced by fifty percent (50%).

18.230.130: COMPLIANCE PROCEDURES:

A. No Residential Development subject to this title shall be approved or deemed approved without approval of an Inclusionary Housing Plan as provided herein.

B. Submittal of Inclusionary Housing Plan: The applicant for a residential project subject to this title shall submit an Inclusionary Housing Plan in conjunction with its application for discretionary approvals required of the City for the Residential Development, or if no discretionary approvals are required, in conjunction with the application for the first ministerial permit or approval required for the Residential Development. The Inclusionary Housing Plan shall be in a form as required by the City and must include the following information as applicable based on the applicant's method of compliance with this title:

1. Whether the Residential Development is For-sale or Rental;

2. How the inclusionary housing requirement will be satisfied pursuant to this title;

3. The number, unit type, tenure, number of bedrooms, approximate location, size and design, construction and completion schedule of all Inclusionary Units;

4. For off-site development of Inclusionary Units, such information as is required to demonstrate compliance with subsection 18.230.120(B);

5. Phasing of Inclusionary Units in relation to market rate units;

6. The amount of In-lieu Fees to be paid by applicant, if applicable.

7. Any other information reasonably requested by the City Manager to assist with evaluation of the plan under the requirements of this ordinance.

8. Acknowledgement that an instrument as specified by the City restricting the Inclusionary Unit(s) as affordable shall be recorded against every Inclusionary Unit and that a recordable Affordable Housing Agreement shall be entered into by the applicant and any other necessary party, and/or that all required In-lieu Fees shall be paid at the time set forth in subsection 18.230(A)(5).

C. Approval of Inclusionary Housing Plan.

1. In the event that the Residential Development requires discretionary approvals in order to be developed, the Inclusionary Housing Plan shall be considered with the application for such inclusionary approvals by the entity responsible for reviewing such discretionary approvals and may be appealed in accordance with the appeals procedures established for such approvals.

2. In the event that the Residential Development does not require discretionary approvals in order to be developed, the Inclusionary Housing Plan shall be considered by the City Manager and must be approved prior to the issuance of any ministerial permits required for the Residential Development. The City Manager's decision is final unless a written appeal is filed with the City Clerk's office within ten days from the date of issuance of the City Manager's decision under this title. The City Council's decision on appeal shall be final.

3. Notwithstanding the foregoing, in the event the applicant desires to comply with this title by means of a method that specifically requires City Council approval pursuant to this title, the Inclusionary Housing Plan shall be considered by the City Council either prior to or concurrently with consideration by the required decision-making body for the approvals required for the Residential Development.

D. Form of restrictions: The forms of the Affordable Housing Agreement and any related declarations, resale restrictions, deeds of trust, and other documents authorized by this title shall be in a general form as prescribed by the City and shall be approved by the City Manager and approved as to form by the City Attorney prior to being executed with respect to any Residential Development subject to this program.

E. Recording of Affordable Housing Agreements.

1. An Affordable Housing Agreement in a form approved by the City must be recorded against Inclusionary Units or the Residential Development in its entirety, as deemed appropriate by the City Manager in consultation with the City Attorney, prior to the issuance of any building permit for the Residential Development. The Affordable Housing Agreement shall ensure that the applicant develops the required Inclusionary Housing Units and complies with all other terms of the approved Inclusionary Housing Plan and this title.

2. Resale restrictions, deeds of trust, and/or other documents as deemed necessary or appropriate by the City Manager shall be recorded against For-Sale Inclusionary Units to ensure the continued affordability of the For-Sale Inclusionary Units in compliance with this title.

F. Building permits: The City shall not issue a building permit for a Residential Development subject to the requirements of this title without an Affordable Housing Agreement executed by the owner, the applicant (if not the owner) and the City Manager, and approved as to form by the City Attorney, and recorded against the property, or payment of In-lieu Fees in accordance with this title.

18.230.140: REQUIREMENTS FOR FOR-SALE INCLUSIONARY UNITS:

A. Initial sales price and resale: The initial sales price and resale price of the For-sale Inclusionary Unit will be at an Affordable Sales Price that will ensure that the purchaser of the Inclusionary Unit will pay an Affordable Housing Cost for the unit. The City shall, from time to time, set a benchmark mortgage interest rate and an assumed home buyer down payment amount to be used to calculate the Affordable Sales Price. The City Manager may establish and adjust such benchmark mortgage interest rates, establish an assumed home buyer down payment amount, along with a range of allowable home buyer down payments pursuant to the delegated authority set forth in 18.230.170(A). Such standards shall be in writing and available to the public upon request.

B. Transfer: A resale restriction agreement will be entered into on each change of ownership of For-sale Inclusionary Units, to maintain the household income restriction on the Inclusionary Unit prior to the expiration of the affordability period established pursuant to subsection 18.230.040.

C. Owner occupancy required: All for-sale Inclusionary Units are subject to the following regulations:

1. *Principal residence.* The purchaser of the Inclusionary Unit shall use and occupy the Inclusionary Unit as purchaser's principal place of residence.

2. *No rental.* Owner is expressly prohibited from leasing or renting the Inclusionary Unit unless the City has given its prior written consent to such lease or rental on the basis of a demonstrated hardship by the owner.

3. *Annual report.* The City from time to time may require certification of continuing occupancy of the Inclusionary Unit by owner, which shall be verified by owner to the reasonable satisfaction of the City by means of a written report by owner to the City setting forth the income and family size of the occupants of the Inclusionary Unit. Such report shall be submitted to the City annually. Owner shall not be deemed to be in default of the

affordable agreement and this program for any failure to deliver such annual report until 30 days after receipt by owner of written notice from the City requesting such report. The City shall have the option of establishing the type of form to be used for the report.

18.230.150: OCCUPANCY OF RENTAL UNITS:

A. Occupancy of Rental Units: Unless determined otherwise by the City Council, all rental Inclusionary Units required by this title shall be only rented to households in the appropriate income category for the Inclusionary Units, as set forth in this title.

B. Use and occupancy of rental Inclusionary Units: The applicant shall designate and offer rental Inclusionary Units for rent to households in the appropriate income category, based on the approved Inclusionary Housing Plan.

C. Establishment of rental rates: The maximum allowable rent of Inclusionary Units will be the Affordable Rent as defined herein, based on the applicable income levels for the Inclusionary Units, and shall be confirmed by the City on an annual basis.

D. Annual report: The owner shall submit an annual report summarizing the occupancy of each Rental Inclusionary Unit for the year. The City may require additional information if deemed necessary. The owner must obtain and review documents that demonstrate the prospective renter's total income, such as income tax returns or W-2s for the previous calendar year, and submit such information on a form approved by the City.

18.230.160: ADJUSTMENTS, WAIVERS:

The requirements of this ordinance may be adjusted or waived if the applicant demonstrates to the City Manager that applying the requirement of this ordinance would take property in violation of the United States or California Constitutions.

A. Timing: For an adjustment or waiver to be considered, the applicant must apply for the same at the time of an application for the Residential Development.

B. Adjustment or waivers: If the City Manager determines that applying the requirement of this program, considered together with any variances, or regulatory concessions or incentives that may be applied to the proposed residential project, would take property in violation of the United States or California Constitutions, the requirements of this program shall be modified, adjusted or waived to reduce the obligations but only to the extent necessary to avoid an unconstitutional result. If the City Manager determines no violation of the United States or California Constitutions would occur through application of this ordinance, the requirements of this ordinance remain applicable.

C. Decision and further appeal: The City Manager will determine the adjustment or waiver application and issue a written decision. The City Manager's decision may be appealed to the City Council in the manner and within ten days of issuance of the written decision by the City Manager. In making the (adjustment or waiver) determination, the City Manager or City Council, as applicable shall assume each of the following:

1. Application of the inclusionary housing requirement to the Residential Development;

2. Application of any applicable inclusionary or density bonus concessions, incentives or waivers;

3. Utilization of the most cost-efficient product type for the Inclusionary Units; and

4. The potential for the external funding, including but not limited to, governmental grants, loans, or subsidies of any nature where reasonably likely to occur.

18.230.170: ADMINISTRATION AND ENFORCEMENT:

A. Program administration: The City Manager is hereby given authority to initiate any administrative procedures or implementation guidelines as may be necessary to implement and carry out the purpose and intent of this title. Further, the City Manager may, in the implementation of this program, develop application forms and submittal requirements reasonably related to the implementation of this title.

Forms or materials needed for implementation of this title may be introduced and utilized by the City as the City Manager deems may be necessary or desirable. All form changes or administrative procedures initiated by the City Manager, and all administrative determinations or exercises of delegated authority by the City Manager, shall be carried out in a manner consistent with, and reasonably related to, the purposes and intent of this title, the housing element and all other elements of the City's General Plan, and the furtherance of state and local housing policies and goals, while respecting at all times the rights of property owners and applicants.

B. Inclusionary Housing Fund:

1. Unless otherwise required by law, all In-lieu Fees and any other funds collected under this title shall be deposited into a separate account to be designated as the City of Redlands Inclusionary Housing Fund.

2. The moneys in the inclusionary housing fund and all earnings from investment of the moneys in the inclusionary housing fund shall be expended exclusively to provide housing affordable to Very Low-income, Low-income, and Moderate-income households in the City of Redlands leveraging funds, and administration and compliance monitoring of the Inclusionary Housing Program.

C. Enforcement:

1. The City Attorney shall be authorized to enforce the provisions of this title and all Affordable Housing Agreements, resale restrictions, deed of trust, and other requirements placed on Inclusionary Units by civil action and any other proceeding or method permitted by law. The City may, at its discretion, take such enforcement action as is authorized under this code and/or any other action authorized by law or by any regulatory document, restriction, or agreement executed under this title.

2. Failure of any official or agency to fulfill the requirements of this title shall not excuse any applicant or owner from the requirements of this title. No permit, license, map, or other approval or entitlement for a Residential Development shall be issued, including without limitation a final inspection or certificate of occupancy, until all applicable requirements of this title have been satisfied.

3. The remedies provided for herein shall be cumulative and not exclusive and shall not preclude the city from any other remedy or relief to which it otherwise would be entitled under law or equity."

SECTION 3. If any section, sentence, clause or phrase of this ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this ordinance are severable. The City Council of the City of Redlands hereby declares that it would have adopted this ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 4. The Mayor shall sign this ordinance and the City Clerk shall certify to the adoption of this ordinance and shall cause it, or a summary of it, to be published once in a newspaper of general circulation within the City, and thereafter, this ordinance shall take effect as provided by law.

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk, City of Redlands, hereby certify that the foregoing Ordinance was duly adopted by the City Council at the regular meeting thereof, held on the 5th day of July, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

City Council/Successor Agency Meeting **J. 10.**

DATE: 07/05/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the First Amendment to the Professional Services Agreement with CASC Engineering and Consulting, Inc., to allow for the continued performance of professional services for field survey and survey mapping/improvement plan review services for the City, change the City representative, and authorize an additional appropriation in the amount of $57,415 (Development Services Director Desatnik)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

1. I move that City Council determine that approval of this agreement amendment is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move to approve the First Amendment to the Professional Services Agreement with CASC Engineering and Consulting, Inc., changing the name of the City's representative, and extending the end term of the agreement from October 19, 2023 to October 19, 2024 with an option to extend the agreement one additional year; and

3. I further move to authorize an additional appropriation of $57,415 from the General Fund unassigned fund balance to Development Services FY 2023-24 Land Use Engineering Budget.

RECOMMENDATION:

Staff recommends City Council approve the First Amendment to the Professional Services Agreement with CASC Engineering and Consulting, Inc., to change the name of the City's representative, to extend the end term of the agreement from October 19, 2023 to October 19, 2024, with an option to extend

the agreement one additional year, and authorize an additional appropriation in the amount of $57,415, to allow for the continued performance of professional services for field survey and survey mapping/improvement plan review services for the City.

DISCUSSION:

On October 19, 2021 (Agenda Item No. I.13.), City Council approved an agreement with CASC Engineering and Consulting, Inc. for an amount not to exceed $75,000 to provide field survey and survey mapping/improvement plan review services for the City through the Municipal Utilities and Engineering Department (MUED).

Effective July 1, 2022, the Land Use Engineering division of MUED was moved under Development Services and this agreement was not included in the Fiscal Year 2022-23 Operating Budget plan. Purchase Order No. 22210990 was authorized under MUED for a not-to-exceed amount of $75,000 and has a remaining balance of $57,415. It is recommended a new Purchase Order be issued to Development Services Land Use Engineering (101163-6106) for the remaining balance of the PO and agreement term.

CASC Engineering and Consulting, Inc., provides Professional Land Surveying and supplemental plan review services, which may include filed surveying for Capital Improvement Projects, development of easement legal descriptions and exhibits, technical review of land improvement plans, parcel maps, tract maps, and other documents for accuracy. A competitive process was completed in July 2021 to procure these services.

The proposed action is exempt from the requirements of the California Environmental Quality Act's (CEQA) guidelines pursuant to Section 15061(b)(3) as the amendment of an existing agreement would be covered by the general rule common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment, where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, and there is negligible expansion of existing facilities.

ALTERNATIVES:

City Council may elect not to amend the existing agreement and provide staff with an alternative recommendation. However, not approving these actions would result in a halt in the processing of future services provided by CASC Engineering and Consulting, Inc.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Brian Desatnik, Development Services Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services Finance Director
Dana Abramavitz-Daniel, Procurement Manager

PREPARED BY:
Tricia Munoz, Development Services Management Analyst

Fiscal Impact

Fiscal Year:	2023-24
Revenue Generating:	N
Appropriation Required Y/N:	Y
Amount:	$57,415
Budgeted Y/N:	N
Account No.:	101163-6106

Discussion:

Approval of this item will impact the General Fund unassigned fund balance in the amount of $57,415. Funding for this agreement was previously budgeted and included in the prior MUED Operating Budget and has been identified as an agreement to be included in the Development Services Land Use Engineering Operating Budget.

Attachments

First Amendment CASC
Agreement CASC Engineering and Consulting, Inc
Additional Appropriation Form

FIRST AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This first amendment ("First Amendment") to the agreement for the provision of professional services for the provision of field survey and survey mapping/improvement plan review services ("Agreement"), dated October 19, 2021, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and CASC Engineering and Consulting, Inc., a California Corporation ("Consultant"), is made and entered into this 5th day of July 2023.

RECITALS

WHEREAS, the Parties entered into a Professional Services Agreement ("Agreement") on October 19, 2021, for the development of an Inclusionary Housing Program;

WHEREAS, the Parties entered into a First Amendment to the Agreement ("First Amendment") on July 5, 2023; and

WHEREAS, it is the desire of the Parties to amend their existing Agreement, specifically to make a change exgtending the deadline for the performance of the services by the Consultant.

NOW, THEREFORE, for good and valuable consideration in the receipt of which is hereby acknowledged City and Consultant agree as follows:

AGREEMENT

Section 1. Article 3 of the Agreement, entitled "Responsibilities of City," is hereby amended to read as follows:

"3.1 City designates Brian Desatnik, Development Services Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of services.

Section 2. Article 4 of the Agreement, entitled "Performance of Services," is hereby amended to read as follows:

"4.2 The term of this agreement shall be extened to October 19, 2024, and the City shall have the option to extend the term of the Agreement by one (1) additional year, on the same terms and conditions, by providing written notice to the Contractor at least thirty (30) days prior to the expiration of the Agreement unless the services are terminated earlier as provided for herein."

Section 3. All other provisions of the Agreement shall remain unchanged by this First Amendment and in effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of July 5, 2023.

CITY OF REDLANDS

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

CASC ENGINEERING AND CONSULTING, INC.

By: _____
Richard J. Sidor, President/CEO

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of field survey and survey mapping/improvement plan review services ("Agreement") is made and entered in this 19th day of October, 2021 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and CASC Engineering and Consulting, Inc., a California corporation ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to provide field survey and survey mapping/ improvement plan review services for City (the "Services").

1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONSULTANT

2.1 The Services that Consultant shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by reference.

2.2 Consultant shall comply with applicable federal, state and local laws and regulations in the performance of this Agreement including, but not limited to, any applicable State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City designates John R. Harris, Municipal Utilities and Engineering Department Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 Consultant shall perform and complete the Services "on-call," in a prompt and diligent manner.

4.2 The term of this Agreement shall be for a period of two (2) years commencing as of its Effective Date, and terminating on October 19, 2023, unless terminated earlier as provided for herein.

4.3 If Consultant's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to City, consistent with City Council-adopted policy for the same. It shall be the obligation of Consultant to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Total compensation for Consultant's performance of the Services shall not exceed the amount of Seventy Five Thousand Dollars ($75,000). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "B," titled "Hourly Rate Schedule," which is attached hereto and incorporated herein by reference.

5.2 Consultant shall submit monthly invoices to City describing the Services performed during the preceding month. Consultant's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses related to the Services. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice.

5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY:	CONSULTANT:
City Clerk	Richard J. Sidor, President/CEO
City of Redlands	CASC Engineering and Consulting, Inc.
35 Cajon Street	1470 E. Cooley Drive
P.O. Box 3005 (mailing)	Colton, CA 92324
Redlands, CA 92373	r_sidor@cascin.com
jdonaldson@cityofredlands.org	Phone: (909) 783-0101
Phone: (909) 798-7531	Fax: (909) 783-0108

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies

shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Consultant is self-insured or exempt from the workers' compensation laws of the State of California. Consultant shall execute and provide City with Exhibit "C," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

D. Consultant is expressly prohibited from assigning or subcontracting any of the Services without the prior written consent of City. In the event of mutual agreement by the Parties to assign or subcontract a portion of the Services, Consultant shall add such assignee or subcontractor as an additional insured to the insurance policies required hereby and provide City with the insurance endorsements prior to any Services being performed by the assignee or subcontractor.

6.2 Consultant shall defend, indemnify and hold harmless City and its elected officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Consultant must disclose its financial interests, Consultant shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement.

8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant

shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Consultant of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5 Consultant shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Consultant.

8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

CASC ENGINEERING AND CONSULTING, INC.

By: _____
Richard J. Sidor, President/CEO

ATTEST:

_____
Jeanne Donaldson, City Clerk

L:\ca\djm\Agreements\CASC Engineering Agreement.PS-1.1.FY21-0036.doc.jn

EXHIBIT "A"
SCOPE OF SERVICES

The following Scope of Work details the tasks that the Consultant shall complete with respect to providing the Services.

Task 1 – Field Survey Services for Capital Improvement Projects

- Topographic survey work – Perform field topographic surveying based on alignment of infrastructure or any project area defined by the City. In addition to topographic data, the survey should also include the location of all other elements usual and customary for a topographic survey including, but not limited to, monumentation and property lines, trees, vegetation, utilities, structures, water courses, fences, driveways, roadways, signs, sidewalks, lights, power poles, drainage structures, and all other visible site improvements;
- Sufficient elevations to develop 1-foot contours;
- Record data boundary lines of the site, verifying that they are consistent with the current assessor's parcel maps; and
- Data shall be delivered to the City in AutoCAD format in latest edition.

Task 2 – Survey Mapping/Improvement Plan Review Services

- Review of maps, easements and other survey documents for technical accuracy and compliance with generally accepted standards of surveying methodology;
- Provide pick-up from, and delivery to, the City of Redlands Municipal Utilities and Engineering office of plans and documents to be reviewed;
- Perform all review services and return plans or documents within 10 calendar days of notification by the City that plans or documents are available for pick-up;
- Sign and stamp all surveying by a Surveyor licensed to practice surveying in the State of California or by a civil engineer registered in the State of California prior to 1982 that is licensed to sign and stamp survey documents that require signature with said signatory functioning as the Surveyor for the City of Redlands on documents that require a City Surveyor;
- Provide map review comments to the City, along with a comment set to be returned to the submitting engineer/surveyor;
- Answer miscellaneous technical questions from City staff concerning surveying, mapping, legal descriptions, deeds and Right-of-Way documentation; and
- Review of engineering plans and drawings for technical accuracy and compliance with generally accepted standards of engineering design on an as needed basis to supplement Staff review. Review of engineering plans will only be a minor portion of this aspect of the agreement and is intended as a supplement City staff.

EXHIBIT "B"

HOURLY RATE SCHEDULE
Effective through December 31, 2023

Civil and Environmental Engineering/Consulting	
President/Principal Engineer	$260
Sr. Director	$230
Director	$215
Program Manager/ Technical Specialist	$205
Senior Project Manager/ Senior Engineer IV/Senior Scientist IV	$190
Project Manager III/Senior Engineer III/ Senior Scientist III	$175
Project Manager II/Senior Engineer II/ Senior Scientist II	$165
Project Manager I/Senior Engineer I/ Senior Scientist I	$160
Assistant Project Manager/ Senior Environmental Analyst	$155
Project Engineer/ Environmental Analyst III/ Scientist III	$150
Senior Designer II/ Environmental Analyst II/ Scientist II	$145
Senior Designer I /Environmental Analyst I/ Scientist I	$140
Design Engineer II	$130
Design Engineer I	$123
Designer II/ Staff Analyst II	$118
Designer I/ Staff Analyst I	$113
CADD Drafter/Project Analyst III	$99
Staff Assistant II/Project Analyst II	$93
Staff Assistant I/Project Analyst I	$88

Planning and Environmental	
Planning Director	$205
Senior Project Manager	$177
Senior Biologist	$170
Project Manager II	$165
Project Manager I	$160
Senior Planner II/Biologist II	$135
Senior Planner I/Biologist I	$123
Associate Planner II/GIS Specialist II	$113
Associate Planner I/GIS Specialist I	$103
Construction Monitor	$91-113

Clerical	
Project Coordinator/Clerical III	$92
Project Coordinator/Clerical II	$87
Project Coordinator/Clerical I	$82

Landscape Architectures	
Licensed Landscape Architect	$170
Senior Landscape Designer	$145
Associate Landscape Designer	$122
Assistant Landscape Designer	$103

Construction Management	
Resident Engineer	$160
Field Inspector III	$135
Field Inspector II	$120
Field Inspector I	$110

Surveying and Mapping	
Licensed Surveyor/ Director	$205
Senior Survey Project Manager	$170
Senior Survey Analyst	$145
Senior Calculator	$140
Calculator II	$123
Calculator I	$113
Survey Analyst II	$103
Survey Analyst I	$93
Technical Aide	$88

Field Survey Crews	
Three Person Survey/GPS Crew	$255
Two Person Survey/GPS Crew	$219
One Person Survey/GPS Crew	$205

REIMBURSABLE EXPENSES:

The following expenses will be billed at cost plus 15% unless otherwise noted:

Outside Services: Includes fees paid to sub-consultants, consultants, analytical laboratories, and other providers of services required for execution of the project.

Permits, Applications, and Fees: Includes fees for Notices of Intent (NOI), Notices of Termination (NOT), application fees, submittal fees, permit fees, and other fees required as part of the project and not paid directly by Client.

Reproduction Services: Includes blueprinting, copying, printing and plotting. In-house plots will be billed at $6.00 per sheet for each client set and for a final in-house review set. B&W / Color copies: $0.08 / $0.90 for 8.5 X 11 and $0.20 / $1.20 for 11 X 17.

Rental Fees: Includes rental fees paid by the firm, including required vehicles, equipment, and tools required to complete the work.

Commercial Delivery Services: Including Express Mail, Federal Express, UPS and independent courier services.

In-House Pick-Up and Delivery Services: When provided by the firm, these services will be billed at $50.00 per hour plus current IRS mileage reimbursement rates per mile round trip, with no additional markup.

Travel Expenses: Includes travel expenses incidental to performance of the work, including airfare, parking, tolls, taxi, lodging, and etc. Vehicle mileage will be billed at a rate of current IRS mileage reimbursement rate per mile with no additional markup. Travel time for professional and administrative staff will be billed per the hourly fee rate schedule with no additional markup and survey crews will be billed at ***$60 per hour, per 2-man crew***.

Per Diem: Per diem for meals for overnight stays will be billed at Caltrans current state rates.

NOTES:

Prevailing Wage: Projects and/or portions thereof designated by Client to be subject to Prevailing Wage shall be billed at the regular staff rate or the Prevailing Wage rate, whichever is higher plus a multiplier of approximately 2.3 to 2.8 for overhead and profit. The Prevailing Wage rate shall be based upon the Wage Rate Determination issued by California's Director of Industrial Relations for the locality and employee classification at the time the work is performed. Please contact CASC for specific project prevailing wage rates.

Waiver of Subrogation: When a Waiver of Subrogation for Workman's Compensation Insurance is required by the Client, the Client will be required to pay the additional insurance premium. The approximate amount for the waiver is $250 per year.

Litigation Support and Expert Witness shall be at 2.0 times the above noted hourly rates.

EXHIBIT "C"
WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

✓ I am aware of the provisions of Section 3700 of the Labor Code which requires 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 and activities required or permitted under this Agreement. (Labor Code §1861).

_____ I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

CASC ENGINEERING AND CONSULTING, INC.

By: _____ Date: 10/14/21
Richard J. Sidor, President/CEO

L:\ca\djm\Agreements\CASC Engineering Agreement.PS-1.1.FY21-0036.doc.jn

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 07/05/2023

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: Development Services

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Professional Services	101163	6106		$ 57,415.00
				$ $ 57,415.00

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
				$ 0.00
				$ $ 0.00

JUSTIFICATION: Increase professional services to fund the CASC Engineering & Consulting, Inc., agreement associated with providing field survery and survey mapping/improvement plan review services to the City.

Requested By: Brian Desatnik
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

City Council/Successor Agency Meeting **J. 11.**

DATE: 07/05/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the First Amendment to the Agreement with Liftoff, LLC for software licensing and consulting services (Management Services/Finance Director Garcia)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

I move to approve the first amendment to the agreement with Liftoff, LLC for software licensing and consulting services.

RECOMMENDATION:

Staff recommends that Council approve the first amendment to the agreement with Liftoff, LLC for the provision of software licensing and consulting services.

DISCUSSION:

In February 2022, the Council approved an agreement with Liftoff, LLC for software licensing and professional consulting services to facilitate the City's conversion from a Microsoft Exchange on-premise server-based email platform to Office 365, an online, hosted email platform. Office 365 comes with a long list of advantages over traditional on-premise email systems. The project was to be completed in two phases. First, the City's email system would be converted and then the Police Department's system would be converted.

In the agreement, staff structured the compensation language to include the cost of licensing and consulting services within the first year of both phases. As such, the cost for consulting services was frontloaded to facilitate the conversions. The Initial Term was to be compensated in the amount of $160,000 and the remaining 1-year renewal terms would be compensated at $130,000 each (the

cost of the licensing alone, without consulting services).

The project encountered significant delays due to competing priorities and staff shortages. As a result, the conversion timeline was pushed back and the costs during the initial term amounted to less than $65,000. Staff would like to reallocate the remaining amount of roughly $95,000 to the second year of the agreement. The amendment attached to this staff report would effectuate that reallocation.

In terms of progress, the City-side migration was completed in July 2022. Testing and planning is complete for the Police Department's conversion, which is set to occur this month, July 2023.

ALTERNATIVES:

The Council may deny the motion and provide alternative direction to staff.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Danielle Garcia, Management Services/Finance Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager

Fiscal Impact

Fiscal Year:	FY 2023-24
Revenue Generating:	No
Appropriation Required Y/N:	No
Budgeted Y/N:	Yes

Discussion:

There is no fiscal impact associated with the amendment. The unspent funds from the initial term of the agreement will be carried over into the first renewal term from the amounts already approved in the Division of Innovation & Technology's budget for FY 2024.

Attachments

Original Agreement with liftoff LLC February 2022

Liftoff, LLC First Amendment to Agreement

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of professional software licensing and consulting services ("Agreement") is made and entered in this 1st day of February, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and LiftOff, LLC, a Maryland limited liability company ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to provide Microsoft Office 365 licensing and consulting services for City (the "Services").

1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONSULTANT

2.1 The Services that Consultant shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by reference.

2.2 Consultant shall comply with applicable federal, state and local laws and regulations in the performance of this Agreement including, but not limited to, any applicable State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City designates Danielle Garcia, Management Services/Finance Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 Consultant shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "B," titled "Project Schedule," which is attached hereto and incorporated herein by reference.

4.2 The term of this Agreement shall be for a period of one (1) year from the Effective Date of this Agreement (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by four (4) additional one-year terms (each, an "Extended Term"), on the same terms and conditions, by providing written notice to Consultant at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term

4.3 If Consultant's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to City, consistent with City Council-adopted policy for the same. It shall be the obligation of Consultant to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 The total annual compensation for Consultant's performance of the Services shall be in the amount of one hundred sixty thousand dollars ($160,000) during the Initial Term, with four additional one-year extension options ("Extended Terms") of one hundred thirty thousand dollars ($130,000) bringing the total compensation during the Initial Term and four (4) Extension Terms to an amount of six hundred eighty thousand dollars ($680,000). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "C," titled "Fee Schedule," which is attached hereto and incorporated herein by reference.

5.2 Consultant shall submit monthly invoices to City describing the Services performed during the preceding month. Consultant's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses related to the Services. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice.

5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY:

City Clerk
City of Redlands
35 Cajon Street
P.O. Box 3005 (mailing)
Redlands, CA 92373
jdonaldson@cityofredlands.org
Phone: (909) 798-7531

CONSULTANT:

Ronald Braatz, President
LiftOff, LLC
1667 Patrice Circle
Crofton, MD 21114
rbraatz@LiftOff, LLConline.com
Phone: (410)419-1591

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Consultant is self-insured or exempt from the workers' compensation laws of the State of California. Consultant shall execute and provide City with Exhibit "D," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Consultant shall secure and maintain professional liability insurance throughout the term of this Agreement in the amount of One Million Dollars ($1,000,000) per claim made.

D. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

E. Consultant is expressly prohibited from assigning or subcontracting any of the Services without the prior written consent of City. In the event of mutual agreement by the Parties to assign or subcontract a portion of the Services, Consultant shall add such assignee or subcontractor as an additional insured to the insurance policies required hereby and provide City with the insurance endorsements prior to any Services being performed by the assignee or subcontractor.

6.2 Consultant shall defend, indemnify and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property

occasioned by any negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Consultant must disclose its financial interests, Consultant shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement.

8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Consultant of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5 Consultant shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Consultant.

8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and

litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

LIFTOFF, LLC

By: _____
Ronald Braatz, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

LIFTOFF, LLC will provide Office 365 Guided Deployment Services (GDS) focused on the migration to the Microsoft Office 365 solution. The GDS consulting is delivered using a "Coach/Mentor" approach in which your IT team will be heavily involved throughout the entire process and will work directly with the LiftOff, LLC consultants. Together, we will work through a series of webinar appointments (typically 1-2 hours each) as we work through project milestones to deploy the system efficiently and successfully. We have found this approach of keeping your IT team invested in the project to be an extremely effective training mechanism; once the project is complete, your IT staff is fully capable of managing and maintaining the system in the future.

LiftOff, LLC's expertise is laser focused on the Office 365 systems. If you require integration with other third-party applications, you will be responsible for working with your other vendors to remedy issues. For example, phone systems, firewalls, fax systems, anti-spam, anti-virus, archiving, custom code environments, and accounting systems can integrate with Office 365. We will do our best to facilitate, but these integrations will likely require that product vendor.

The Office 365 solution is quickly evolving, and the product roadmap changes frequently. It is important to understand that some features may be enhanced or modified during the project. The Microsoft TechNet articles are the best source of information today.

Specifically, LiftOff, LLC's GDS work will:

1.1. Consist of an **Office 365 Assessment Workshop** where we will complete an analysis of the current email environment and ensure that requirements are captured, core functionality is reviewed, and details for the migration are discussed and reviewed. This planning session will be conducted via phone and typically takes about two hours to complete. Afterwards, we will map on the remainder of the project plan.

1.2. Consist of **Setup and Pre-Staging** in the Office 365 Admin Console where we will access your portal together and begin the initial configuration the new Office 365 tenant. This will include:

1.2.1. Adding and verifying your email domains in Office 365 to show ownership.
1.2.2. Ensure that the on-premises Active Directory is organized properly for Azure AD Connect/Directory Sync (required for a hybrid migration).
1.2.3. Install and configure Azure AD Connect to synchronize all mail-enabled objects (users, contacts, and groups) from on-premises Active Directory to Office 365/Azure. Typically, a new on-premises server will be required for this purpose.

NOTE: This does NOT include the setup, configuration, or support of ADFS or other third-party authentication systems.

1.2.4. Configure and test single sign-on with Azure AD Connect. A group policy will be required for this feature.

1.2.5. Install, configure, and test secure SMTP Relay going through Office 365.

1.3. This is an **Exchange to Office 365 migration, and we intend to perform TWO DIFFERENT Microsoft HYBRID migrations. We will complete the first hybrid migration, and then repeat the entire process (minus Admin training) for the second phase of the project.** This utilizes the built-in migration tools included with Office 365 at no additional cost. There are many advantages of using the hybrid migration path and we will make every attempt to make this work. In the extremely rare event that the hybrid (Microsoft) wizard cannot be used for email or Public Folders, we will switch to a third-party migration tool (MigrationWiz). Client is responsible for the cost of the migration tool. Migration Configuration will include the following:

1.3.1. Assess the on-premises Exchange environment and adjust the configuration, as needed, to optimize the hybrid process.
The source Exchange server MUST be fully accessible and fully updated for this to work.

1.3.2. Install and configure the Hybrid Configuration Wizard to establish the connection between the on-premises systems and Exchange Online for both mailbox migrations and intra-organizational mail flow.

1.3.3. Migrate the initial batch of users. This is normally one or more IT users who understand the process and potential troubleshooting that may be required post migration.

1.3.4. Provide documentation for end users regarding "What to Expect" and also Mobile Device configuration for the point of cutover.
NOTE: In nearly every migration, all mobile devices (phones and tablets) will need to have their mail profile reconfigured following the mailbox cutover.

1.3.5. Define a migration strategy for the remaining users and assist with any migration complications that may arise.

1.3.6. Migrate public folders from on-premises to Exchange Online.

1.3.7. Once all data is migrated, work with the Client to decommission the hybrid configuration and, if applicable, remove the on-premises Exchange server(s).

1.4. Office 365 IT Admin Training & Tenant Configuration. These training and configuration settings will span 6-10 sessions.

1.4.1. **Office 365 Admin Center**

1.4.1.1. Review the proper On-boarding process for new users.

1.4.1.2. Review the proper Off-boarding process for former users while maintaining compliance (if needed).

1.4.1.3. Promoting and demoting users with administrative abilities in Office 365.

1.4.1.4. Reviewing the Office 365 Message Center (for upcoming changes) and Health Dashboard (for potential problems).

1.4.2. **Exchange Admin Center**

1.4.2.1.Review management of email related attributes such as mailbox sharing, quotas, online archives, etc.
1.4.2.2.Review proper group creation process in the cloud.
1.4.2.3.Setup mail flow rules including inbound message warnings, outbound message disclaimers and Office Message Encryption (if applicable).
1.4.2.4.Setup mobile device rules and policies and review mobile device remote wipe.

1.4.3. **Exchange Online PowerShell**
1.4.3.1.Setup mailbox activity auditing.
1.4.3.2.Setup unlimited auto-expanding online archive (if applicable).
1.4.3.3.Review resource mailbox management.
1.4.3.4.Disable Microsoft 365 Group creation and review proper methods for creating these groups.

1.4.4. **Microsoft Teams Admin Center**
1.4.4.1.Review best practices for creating & managing Teams.
1.4.4.2.Configure optimized Teams settings for all users, groups, and Teams themselves.

1.4.5. **SharePoint Admin Center**
1.4.5.1.Configure best practices for sharing of files and folders in SharePoint, Teams and OneDrive.
1.4.5.2.Configure Sync settings for the organization.
1.4.5.3.Configure default OneDrive size

1.4.6. **Review Teams, OneDrive, Office Online & SharePoint**
1.4.6.1.Review the Teams app and website
1.4.6.2.Review OneDrive & SharePoint Online and best practices for ingesting files.
1.4.6.3.Review the OneDrive Sync Client and best practices for using it.

1.5. Review Office Online and best options for using Office apps in a browser.

Securing Your Office 365 & Azure Organization. We will work with your IT staff to ensure that all security and compliance best practices are in place by the conclusion of the project.

1.5.1. **Security Admin Center**
1.5.1.1.Configure appropriate anti-spam, anti-malware, and anti-phishing settings.
1.5.1.2.Configure outgoing message management including protection of unwanted external forwarding.
1.5.1.3.Configure DKIM, DMARC and SPF.
1.5.1.4.Review Secure Score

1.5.2. **Compliance Admin Center**
1.5.2.1.Configure online compliance retention policies (if applicable)
1.5.2.2.Review eDiscovery/Content Search process.
1.5.2.3.Review the Audit Log and enable Auditing for (non-mailbox) activity in Office 365.

1.5.3. **Azure Active Directory Security & Multi-Factor Authentication**
1.5.3.1.Review Risky Sign-ins, Risky Users and Risk Detections
1.5.3.2.Configure Risk Event Notifications for Admins

1.5.3.3. Configure Conditional Access Policies to prevent non-US logins (if applicable), require MFA for Admins (or All Users, if applicable) and block Legacy Authentication.
1.5.3.4. Review Sign-In Logs.
1.5.3.5. Optimize MFA Settings for the organization.
1.5.4. Review best practices for rolling out MFA (if applicable).
1.5.5. **This project will NOT include Microsoft's Endpoint Management or Intune Products.**

1.6. Workstation Configuration. LiftOff, LLC will offer guidance and tools for the workstation configuration.

1.6.1. LiftOff, LLC will work with the IT staff to setup an Office Deployment point on the network either as a network share using Microsoft's Office Deployment Tool or, if available, via System Center Configuration Manager (SCCM).
1.6.2. Review proper configuration of the Outlook desktop client at the point of mailbox cutover. **Cached Mode in desktop Outlook is required for Office 365 connectivity.**

NOTE: Although LiftOff, LLC will provide guidance regarding workstation configuration and assist with troubleshooting, LiftOff, LLC will NOT be directly responsible for the configuration of the workstations. Your IT staff is onsite and will complete this configuration.

1.7. Post Mailbox Migration. LiftOff, LLC will work with your IT staff to determine the best solution for decommissioning the Exchange hybrid pieces.

1.7.1. If applicable, work with the Client to remove the hybrid connection pieces and shutoff/remove the Exchange systems from the on-premises environment.
1.7.2. Alternatively, if desired, LiftOff, LLC can assist your organization with retaining an Exchange management server. **NOTE:** This is extremely uncommon and requires continuous administration, updating and upgrading to avoid known security issues with on-premises Exchange.
1.7.3. Update DNS settings facing the Internet and on-premises in Active Directory, as needed, to point all mailbox connectivity and mail flow (if needed) to Office 365/Exchange Online.

1.8. Additional Microsoft Products. This project does not include Microsoft products that aren't listed in this Statement of Work. For example, this project will not include ADFS, SharePoint website design, PowerBI, Microsoft Flow, Microsoft Project, or add-ons for Teams, Outlook, or Microsoft Office. Although LiftOff, LLC may be able to assist with various questions related to products not mentioned in this Statement of Work, your best source of assistance would be directly through Microsoft's support.

2. Investment & Payment Structure

2.1. The cost of the services outlined in Section 1 above is **$30,000.** This is the client cost and has already factored in any incentives or promotions. The discounted consulting price requires the Client to purchase AOS-G annual licensing through LIFTOFF, LLC for a period of three years. The AOS-G licensing includes a "price-lock" protection for three years. This pricing is valid for 30 days past the date identified in section 3.1. Invoicing is done after the Assessment Process (1.1) and terms are Net 30.

2.2. The client acknowledges that the Office 365 Microsoft Partner, LiftOff, LLC LLC, may receive payments from Microsoft as a result of the consulting done with LIFTOFF, LLC.

2.3. Migration Wiz Premium multi-pass licenses may be recommended for the project. If Client agrees to use Migration Wiz, Client will be responsible for purchasing licenses for all users. Migration Wiz licenses are typically $15 per mailbox. All migration licenses are purchased directly through LIFTOFF, LLC.

EXHIBIT "B"

PROJECT SCHEDULE

Task	Duration
Kickoff / Assessment	1 Day
Setup new government tenant, add domains, setup Azure AD Connect and setup the hybrid connector	2 Days
Setup Office Deployment Tool & SMTP Relay Solution	1 Day
IT Admin Training & Configuration Office Admin Center & Exchange Admin Center	1 Day
Office Admin Center & Exchange Admin Center	1 Day
Office 365 PowerShell	1 Day
Office 365 Security & Compliance	1 Day
Teams, SharePoint, OneDrive and Office Online	2 Days
MFA & Azure AD Premium Security	1 Day
Migrate IT Mailbox(es)	1 Day
Migrate The Rest Of The Mailboxes	2 Days
Migrate Public Folders to 365	1 Day
Hybrid wrap-up	1 Day
Change Autodiscover to point to O365	1 Day
Remove on-premises Autodiscover Internal URI (SCP)	
Change Mail Flow To Exchange Online	
Review/Setup DMARC, DKIM and SPF	
Finalize The Migration & Remove Exchange On-Premises	

EXHIBIT "C"

FEE SCHEDULE

G SKU Item Name	Part Number	Term in Months	Price / User / Month	Licenses	Cost / Year
LiftOff, LLC Professional Services		One Time Fee - Initial Year			$30,000
Office 365 Plan G3	AAA-11894	12	$20.00	420	$100,800.00
Exchange Online Plan 2	3NS-00003	12	$8.00	164	$15,744.00
Defender Plan 1 GCC	3GU-00001	12	$2.00	552	$13,248.00
Azure AD Premium 2	MQN-00001	12	$8.50	2	$204.00

First Year Total	**$159,996.00**
Years 2-5 Total	**$129,996.00**

This Fee Schedule is an illustration of potential annual Microsoft Office 365 Licensing Costs. The numbers will fluctuate as City staffing levels increase or decrease, but will likely be much lower annually.

EXHIBIT "D"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

✓ I am aware of the provisions of Section 3700 of the Labor Code which requires 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 and activities required or permitted under this Agreement. (Labor Code §1861).

_____ I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

LIFTOFF, LLC

By: Ronald Braatz _____ Date: 1-20-22 _____

Ronald Braatz, President

FIRST AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This first amendment ("First Amendment") to the agreement for professional software licensing and consulting services ("Agreement"), dated February 1, 2022, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and Liftoff, LLC ("Consultant"), is made and entered into this 5th day of July 2023.

RECITALS

WHEREAS, it is the desire of the City and Consultant to amend their existing Agreement, specifically with regard to the performance of services and compensation schedule;

NOW, THEREFORE, for good and valuable consideration in the receipt of which is hereby acknowledged City and Consultant agree as follows:

AGREEMENT

Section 1. Article five (5) of the Agreement, entitled "Payments to Consultant," is hereby amended to read as follows:

> The total annual compensation for Consultant's performance of the Services shall be in the amount of sixty-five thousand dollars ($65,000) during the Initial Term, with four additional one-year extension options ("Extended Terms"). Compensation for the first one-year Extension Term shall be in the amount of two hundred twenty-five thousand dollars ($225,000). Compensation for each subsequent one-year Extension Term shall be in the amount of one hundred and thirty thousand dollars ($130,000) bringing the total compensation during the Initial Term and four (4) Extension Terms to an amount of six hundred eighty thousand dollars ($680,000) City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit " C," titled " Fee Schedule," which is attached hereto and incorporated herein by reference.

Section 2. All other provisions of the Agreement shall remain unchanged by this First Amendment and in effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of July 5, 2023.

CITY OF REDLANDS	LIFTOFF, LLC
_____	By: _____
Eddie Tejeda, Mayor	Ronald Braatz, President

ATTEST:

_____

Jeanne Donaldson, City Clerk

City Council/Successor Agency Meeting **J. 12.**

DATE: 07/05/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8494 establishing an Appropriations Limit for Fiscal Year 2023-2024 (Management Services/Finance Director Garcia)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

I move to approve Resolution No. 8494.

RECOMMENDATION:

Staff recommends City Council approve Resolution No. 8494 establishing a $158,949,814 appropriations limit for Fiscal Year 2023-2024 pursuant to Article XIII B of the California Constitution.

DISCUSSION:

In November 1979, California voters approved Proposition 4, which places limits on the amount of revenue to be spent by all entities of government. Each year, generally upon submittal of the adopted budget, the City Council must adopt an appropriations limit, commonly referred to as a “Gann Limit” or “Prop. 4 Limit”. The passage of Proposition 111 in June 1990 included some clean-up legislation for Proposition 4 limits, making the appropriations limit more responsive to local growth issues and called for specific factors to be included in annual recalculations of the 1990-91 limit.

Each year the City of Redlands has consistently maintained an exceedingly wide and comfortable margin between its appropriations limit and its proceeds of taxes subject to the limit. This is attributed to annual increases in the limit, based upon California Per Capita Income, and the greater of the County’s or

City's population growth, both of which are combined for a growth factor that is in significant excess of the increases in proceeds of taxes received each year.

ALTERNATIVES:

None. This is a State constitutional requirement.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Danielle Garcia, Management Services / Finance Director

RECOMMENDED BY:
Charles M. Duggan, Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager

Fiscal Impact

Fiscal Year: 2023-24

Discussion:

None. Approval of the resolution, however, establishes a legal limit on the amount of tax proceeds that can be appropriated in Fiscal Year 2023-24. The difference between the City's Appropriations limit of roughly $159 million and the budgeted proceeds of taxes for FY 2023-24, which are roughly $97.6 million, is approximately $61 million. The City is thus $62 million dollars below its Appropriations, or "GANN", limit.

Attachments

Resolution No. 8494 Appropriations Limit (GANN 2023-2024)
Appropriation Limit Calculation FY 2023-24 (GANN)
Schedule of Appropriations Subject to Limit FY 23-24 (GANN)

RESOLUTION NO. 8494

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ESTABLISHING AN APPROPRIATION LIMIT FOR THE FISCAL YEAR 2023-2024 PURSUANT TO ARTICLE XIIIB OF THE CALIFORNIA CONSTITUTION

WHEREAS, Article XIIIB of the California Constitution provides that the total appropriations subject to limitation of each governmental entity, including this city, shall not exceed the appropriation limit of such entity of government for the prior year adjusted for changes in the cost of living or personal income and population, except as otherwise provided for in said Article XIIIB and implementing State statutes; and

WHEREAS, pursuant to said Article XIIIB of the California Constitution and Section 7900 et seq. of the California Government Code, the City is required to set an appropriation limit for each fiscal year; and

WHEREAS, the Management Services / Finance Director of the City of Redlands has interpreted the technical provisions of said Article XIIIB computations and has caused a technical review to be made of the documentation for the City's said appropriation limitation, utilizing the population growth factor for the County which is higher than that of the City, and has caused the numbers upon which the City's appropriation limit was and is based to be calculated; and

WHEREAS, the City Council chooses to adjust the City's Appropriations Limit by calculating inflation using the California per capita personal income growth; and

WHEREAS, based on such calculation, the Management Services / Finance Director has determined the said appropriation limit and, pursuant to Section 7910 of the California Government Code, has made available to the public the documentation used in the determination of said appropriation limit 15 days in advance of consideration of the adoption of this resolution;

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Redlands, California, that said appropriation limit for the Fiscal Year 2023-24 shall be and is hereby set in the amount of $158,949,814.

ADOPTED, SIGNED AND APPROVED this 5th day of July, 2023.

_____
Eddie Tejeda, Mayor

ATTEST:

_____
City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 5th of July, 2023 by the following vote:

AYES:

NOES:

ABSENT:

City of Redlands
Annual Appropriations (Gann) Limit Calculation

Fiscal Year	*Per Capita Personal Income*	**Greater of** *County/City Population Growth*	*CPI Converted to Ratio*	*Population Change Ratio*	*Growth Factor*	*Prior Year Limit*	*New Year Limit*
1999-00	4.53%	0.63%	1.0453	1.0063	1.0519	48,823,906	51,357,867
2000-01	4.91%	1.04%	1.0491	1.0104	1.0600	51,357,867	54,439,885
2001-02	7.82%	1.89%	1.0782	1.0189	1.0986	54,439,885	59,806,459
2002-03	-1.27%	2.38%	0.9873	1.0238	1.0108	59,806,459	60,452,234
2003-04	2.31%	2.59%	1.0231	1.0259	1.0496	60,452,234	63,450,561
2004-05	3.28%	2.51%	1.0328	1.0251	1.0587	63,450,561	67,176,586
2005-06	5.26%	2.49%	1.0526	1.0249	1.0788	67,176,586	72,470,755
2006-07	3.96%	2.10%	1.0396	1.0210	1.0614	72,470,755	76,922,750
2007-08	4.42%	1.86%	1.0442	1.0186	1.0636	76,922,750	81,816,738
2008-09	4.29%	1.45%	1.0429	1.0145	1.0580	81,816,738	86,563,913
2009-10	0.62%	0.79%	1.0062	1.0079	1.0141	86,563,913	87,788,704
2010-11	-2.54%	0.85%	0.9746	1.0085	0.9829	87,788,704	86,286,122
2011-12	2.51%	1.05%	1.0251	1.0105	1.0359	86,286,122	89,380,648
2012-13	3.77%	0.86%	1.0377	1.0086	1.0466	89,380,648	93,547,951
2013-14	5.12%	0.85%	1.0512	1.0085	1.0601	93,547,951	99,173,476
2014-15	-0.23%	0.78%	0.9977	1.0078	1.0055	99,173,476	99,717,151
2015-16	3.82%	1.09%	1.0382	1.0109	1.0495	99,717,151	104,654,783
2016-17	5.37%	0.93%	1.0537	1.0093	1.0635	104,654,783	111,300,300
2017-18	3.69%	1.16%	1.0369	1.0116	1.0489	111,300,300	116,746,006
2018-19	3.67%	0.95%	1.0367	1.0095	1.0465	116,746,006	122,180,375
2019-20	3.85%	0.90%	1.0385	1.0090	1.0478	122,180,375	128,026,278
2020-21	3.73%	0.51%	1.0373	1.0051	1.0426	128,026,278	133,478,947
2021-22	5.73%	-0.01%	1.0573	0.9999	1.0572	133,478,947	141,113,178
2022-23	7.55%	0.14%	1.0755	1.0014	1.0770	141,113,178	151,979,697
2023-24	**4.44%**	**0.12%**	**1.0444**	**1.0014**	**1.0459**	**151,979,697**	**158,949,814**

City of Redlands
APPROPRIATIONS SUBJECT TO THE GANN (PROP 4) LIMIT
FOR FISCAL YEAR 2023-24

Revenue Source	Proceeds from Taxes	Non-Proceeds from Taxes	Total
General Fund:			
Property Tax	$ 37,376,555		$ 37,376,555
Sales Tax	45,299,822		45,299,822
Public Safety Sales Tax	1,447,680		1,447,680
Transient Occupancy Tax	1,609,000		1,609,000
Mining Tax	360,000		360,000
Franchise Fees		$ 2,567,833	2,567,833
Business Licenses	4,900,000		4,900,000
Property Transfer Tax	571,000		571,000
Other Licenses		54,600	54,600
Building Permit Fees		3,439,239	3,439,239
City Ordinance Violation		7,000	7,000
Motor Vehicle Fees		65,000	65,000
State and Federal		40,000	40,000
City Attorney Fees		90,000	90,000
Engineering Services		1,090,000	1,090,000
Facilities & Community Svcs.		1,184,869	1,184,869
Fire Services		793,400	793,400
Recreation & Senior Scvs.		386,015	386,015
Library Services		27,890	27,890
Police		522,982	522,982
Animal Control		214,595	214,595
Interfund Charges		4,379,383	4,379,383
Donations/Contributions		-	-
Other Revenue		2,117,754	2,117,754
Sub-Total	$ 91,564,057	$ 16,980,560	$ 108,544,617
Percent of Total	84.36%	15.64%	100.00%
Allocation of Investment Income	168,712	31,288	200,000
Sub-Total	$ 91,732,769	$ 17,011,848	$ 108,744,617
Other Applicable Funds:			
General Govt. Grants	5,900,000		
Sub-Total	$ 5,900,000		
Total Appropriations Subject to Limit	$ 97,632,769		

City Council/Successor Agency Meeting **J. 13.**

DATE: 07/05/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize the annual payment to San Bernardino County Sheriff's Department (Cal-ID/Identix) in the amount of $85,650 for Redlands Police Department's Fingerprint Identification Services (Management Services/Finance Director Garcia)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

I move that the City Council authorize the annual payment to San Bernardino County Sheriff's Department (Cal-ID/Identix) in the amount of $85,650 for Redlands Police Department's Fingerprint Identification Services.

RECOMMENDATION:

Staff recommends that the City Council authorize the annual payment to San Bernardino County Sheriff's Department (Cal-ID/Identix) in the amount of $85,650 for Redlands Police Department's Fingerprint Identification Services.

DISCUSSION:

Cal-ID/Identix is a sole source vendor that provides fingerprint identification services for law enforcement agencies in San Bernardino County. Cal-ID/Identix is responsible for monitoring and processing all fingerprints submitted by law enforcement agencies in San Bernardino County. The San Bernardino County Sheriff's Department is the authorized administrator of these services. Once the local fingerprinting process is complete, the records are electronically sent to the California Department of Justice (DOJ). The DOJ then enters them into a national database. This is the only system in place for monitoring, processing, and maintaining fingerprints.

The invoice amount is based on a flat rate of $1.18 per capita at a population estimate of 72,585, for a total of $85,560. There is no increase in the per capita rate from the previous fiscal year and only a slight increase in the estimated population compared to the previous year.

ALTERNATIVES:

Not applicable.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Danielle Garcia, Management Services/Finance Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Janice McConnell, Assistant City Manager
Dana Abramovitz-Daniel, Procurement Manager

Fiscal Impact

Fiscal Year:	FY2024
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	$85,560.30
Budgeted Y/N:	Y

Discussion:

There is no impact to the General Fund. Funding for this expense is included in the Fiscal Year 2023-2024 IT budget. Any subsequent increase in fees will be planned for during future budget preparations in the IT fund.

Attachments

FY 2023-24 Cal ID Renewal Invoice

February 2, 2023

Chief Chris Catren
Redlands Police Department
30 Cajon Street
Redlands, CA 92373

Dear Chief Catren,

The CAL-ID Telecommunications Network was established in 1985 as a statewide system to transmit and access fingerprint data between local agencies and the California Department of Justice. San Bernardino CAL-ID was established soon after to utilize the state network and provide fingerprint services to San Bernardino County and its municipalities. Budgeting and oversight of San Bernardino CAL-ID is through the San Bernardino County Remote Access Network (RAN) Board. Composition of the RAN Board is determined by Penal Code section 11112.4.

Member-agencies of CAL-ID (also known as the San Bernardino Biometric Identification Network) not only receive fingerprint enrollment and searching services, they also receive additional identification services such as live scan, mobile ID, facial recognition, iris enrollment and DNA.

Each year, member-agencies of San Bernardino CAL-ID / Biometric Identification Network are invoiced for their portion of the City Assessment Fees that help fund CAL-ID. City Assessment Fees are calculated on a per capita basis, and based upon population estimates published annually by the California Department of Finance. Enclosed is a table of the most current estimates, along with the corresponding fees for each CAL-ID member-agency. Your municipality will be billed after July 1, 2023 by the San Bernardino County Sheriff's Department's Bureau of Administration, who manages fiscal operations for San Bernardino CAL-ID.

If you should have any questions regarding the assessment fee for your municipality, or about any of the services CAL-ID provides, please do not hesitate to contact me directly at (909) 890-5042, or by email at aanolin@sbcsd.org.

Sincerely,

Albert Anolin, Lieutenant
San Bernardino County Sheriff's Department
Project Manager for San Bernardino CAL-ID

SAN BERNARDINO COUNTY CAL-ID / BIOMETRIC IDENTIFICATION NETWORK
880 East Mill Street • San Bernardino, California 92415 • 909-890-5000

SAN BERNARDINO COUNTY CAL-ID
ASSESSMENT FEE TABLE
FY 2023-2024

City Name	Total Population		2022/23 Assessment Fee (at $1.18 per capita [2])	2023/24 Assessment Fee (at $1.18 per capita [3])
	1/1/2021 [2]	1/1/2022 [1]		
Adelanto	35,147	36,357	$41,473.46	**$42,901.26**
Apple Valley	74,350	75,628	$87,733.00	**$89,241.04**
Barstow	24,205	25,202	$28,561.90	**$29,738.36**
Big Bear Lake	5,189	5,041	$6,123.02	**$5,948.38**
Chino	88,184	91,998	$104,057.12	**$108,557.64**
Chino Hills	82,661	77,964	$97,539.98	**$91,997.52**
Colton	54,198	53,617	$63,953.64	**$63,268.06**
Fontana	213,944	212,809	$252,453.92	**$251,114.62**
Grand Terrace	12,399	13,042	$14,630.82	**$15,389.56**
Hesperia	96,053	100,324	$113,342.54	**$118,382.32**
Highland	55,060	56,546	$64,970.80	**$66,724.28**
Loma Linda	24,895	25,349	$29,376.10	**$29,911.82**
Montclair	39,598	37,846	$46,725.64	**$44,658.28**
Needles	5,353	4,876	$6,316.54	**$5,753.68**
Ontario	182,004	179,516	$214,764.72	**$211,828.88**
Rancho Cucamonga	175,131	174,476	$206,654.58	**$205,881.68**
Redlands	71,154	72,585	$83,961.72	**$85,650.3**
Rialto	102,567	103,954	$121,029.06	**$122,665.72**
San Bernardino	216,291	220,840	$255,223.38	**$260,591.20**
Twentynine Palms	29,967	27,685	$35,361.06	**$32,668.30**
Upland	78,513	79,139	$92,645.34	**$93,384.02**
Victorville	127,170	136,561	$150,060.60	**$161,141.98**
Yucaipa	55,634	54,494	$65,648.12	**$64,302.92**
Yucca Valley	22,330	21,813	$26,349.40	**$25,739.34**
Balance of County	303,912	300,003	$358,616.16	**$354,003.54**
TOTALS:	2,182,343	2,187,665	**$2,315,118.70**	**$2,581,444.70**

[1] - Population statistics received from the California Department of Finance, E-1 Population Estimates for Cities and Counties — January 1, 2021 and 2022, dated May 2, 2022

[2] - Based on Population statistics from 2021's E-1 Estimates

[3] - Based on most recent population estimate as indicated

SAN BERNARDINO COUNTY CAL-ID
880 East Mill Street • San Bernardino, California 92415 • 909-890-5000

City Council/Successor Agency Meeting **J. 14.**

DATE: 07/05/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8492 Authorizing the Investment of City Monies in the Local Agency Investment Fund and Rescinding Resolution No. 8278 (Management Services/Finance Director Garcia)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

I move to adopt Resolution No. 8492.

RECOMMENDATION:

Staff recommends the City Council adopt Resolution No. 8492.

DISCUSSION:

Due to appointing a new City Treasurer it is necessary to issue a new resolution and an updated authorized signers list with Local Agency Investment Fund to allow access to accounts held in the City's name.

Resolution No. 8492 rescinds Resolution No. 8278 and authorizes the following individuals as signers on all accounts with the Local Agency Investment Fund:

Phillip Doolittle, City Treasurer
Danielle Garcia, Management Services/Finance Director
James Garland, Assistant Finance Director
Aimee Hoover, Revenue Supervisor

ALTERNATIVES:

Do not adopt Resolution No. 8492.

STRATEGIC PLAN:
Not applicable.

SUBMITTED BY:
Danielle Garcia, Management Services/Finance Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Phillip Doolittle, City Treasurer

PREPARED BY:
Aimee Hoover, Revenue Supervisor

Fiscal Impact

Fiscal Year:	FY 2024
Revenue Generating:	No
Appropriation Required Y/N:	No

Discussion:
There is no fiscal impact associated with this Resolution.

Attachments

Resolution No. 8492 LAIF authorized Signatures

RESOLUTION NO. 8492

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS AUTHORIZING INVESTMENT OF CITY MONIES IN THE LOCAL AGENCY INVESTMENT FUND AND RESCINDING RESOLUTION NO. 8278

WHEREAS, the Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the City Council of the City of Redlands finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et seq. for the purpose of investment as provided therein is in the best interests of the City;

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

Section 1. The City Council hereby authorizes the deposit and withdrawal of City monies in the Local Agency Investment Fund in the State Treasury, in accordance with Government Code section 16429.1 et seq. for the purpose of investment as provided therein.

Section 2. The following City of Redlands officers holding the title(s) specified herein below or their successors in office are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

Phillip Doolittle, City Treasurer _____
Signature

Danielle Garcia, _____
Management Services/Finance Director Signature

James Garland, Assistant Finance Director _____
Signature

Aimee Hoover, Revenue Supervisor _____
Signature

Section 3. This resolution shall remain in full force and effect until rescinded by City Council by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer's Office.

Section 4. That Resolution No. 8278 is hereby rescinded.

ADOPTED, SIGNED AND APPROVED this 5th day of July, 2023

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 5th day of July, 2023.

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Jeanne Donaldson, City Clerk

City Council/Successor Agency Meeting **J. 15.**

DATE: 07/05/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8493 updating the Authorized Signers on All Accounts Held with U.S. Bank, N.A. and Rescinding Resolution No. 8279 (Management Service/Finance Director Garcia)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

I move to adopt Resolution No. 8493.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 8493 to update the authorized signers on all accounts held with U.S. Bank, N.A. and to rescind Resolution No. 8279.

DISCUSSION:

Due to the U.S. Bank acquisition of Union Bank, N.A., the City bank accounts are now held in U.S. Bank, N.A. effective May 30, 2023. A resolution designating City officials and staff as authorized signers on all City accounts, warrants, checks or orders is required as part of the ongoing banking operations.

Resolution No. 8493 authorizes the following individuals as signers on all accounts, warrants, checks or orders with U.S. Bank, N.A.:

Phillilp Doolittle, City Treasurer
Danielle Garcia, Management Services/Finance Director
James Garland, Assistant Finance Director
Aimee Hoover, Revenue Supervisor

ALTERNATIVES:

Do not adopt Resolution No. 8493.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Danielle Garcia, Management Services/Finance Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Phillip Doolittle, City Treasurer

PREPARED BY:
Aimee Hoover, Revenue Supervisor

Fiscal Impact

Fiscal Year:	FY 2024
Revenue Generating:	No
Appropriation Required Y/N:	No

Discussion:

There is no fiscal impact associated with this Resolution.

Attachments

Resolution No. 8493 For U.S. Bank Authorized Signatures

RESOLUTION NO. 8493

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS PROVIDING FOR AUTHORIZED SIGNERS ON ALL ACCOUNTS HELD WITH U.S. BANK, N.A. AND RESCINDING RESOLUTION NO. 8279

WHEREAS, U.S. Bank, N.A. is the authorized depository of City funds; and WHEREAS,

U.S. Bank, N.A. requires a resolution by the City Council of the City of Redlands authorizing designated account signers.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDLANDS AS FOLLOWS:

Section 1. The following City Officers and staff shall be the authorized signers on all City accounts, warrants, checks or orders with U.S. Bank, N.A.:

- Phillip Doolittle, City Treasurer
- Danielle Garcia, Management Services/Finance Director
- James Garland, Assistant Finance Director
- Aimee Hoover, Revenue Supervisor

Section 2. That Resolution No. 8279 is hereby rescinded.

ADOPTED, SIGNED AND APPROVED this 5th day of July, 2023.

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 5th day of July, 2023.

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Jeanne Donaldson, City Clerk

CITY OF REDLANDS

AUTHORIZED SIGNORS

July 5, 2023

Name: XXXXXXXXXX	Title: City Treasurer
Phone: (909) 798-7591 e-mail: XXXXXXXXXX	
Name: Danielle Garcia	Title: Management Services/Finance Director
Phone: (909) 798-7507 e-mail: dgarcia@cityofredlands.org	
Name: James Garland	Title: Assistant Finance Director
Phone: (909) 335-4776 e-mail: james.garland@cityofredlands.org	
Name: Aimee Hoover	Title: Revenue Supervisor
Phone: (909) 798-7596 e-mail: ahoover@cityofredlands.org	

City Council/Successor Agency Meeting **K. 1.**

DATE: 07/05/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Discussion and possible action relating to the adoption of Resolution No. 8505 denouncing intolerance and encouraging respect, inclusivity, compassion and hospitality (Council Member Saucedo)

MOTION:

If the City Council wish to adopt Resolution No. 8505, the following motion is provided:

I move to adopt Resolution No. 8505.

DISCUSSION:

At the request of Council Member Saucedo, this item has been added to the agenda to allow City Council discussion relating to the adoption of Resolution No. 8505 which seeks to denounce intolerance and encourage respect, inclusivity, compassion and hospitality.

SUBMITTED BY:
Janice McConnell, Assistant City Manager

REVIEWED BY:
Charles M. Duggan, Jr., City Manager
Yvette M. Abich Garcia, City Attorney

Attachments

Resolution No. 8505

RESOLUTION NO. 8505

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DENOUNCING INTOLERANCE AND ENCOURAGING RESPECT, INCLUSIVITY, COMPASSION AND HOSPITALITY

WHEREAS, the City of Redlands has a diverse community and welcomes people of many backgrounds in the belief that a varied population leads to a more vibrant community through inclusion, justice, and love; and

WHEREAS, all people are created equal and there is no room for any form of intolerance in our society; and

WHEREAS, the City of Redlands also acknowledges the challenges marginalized members of our society have historically faced and continue to face; and

WHEREAS, the City of Redlands asserts that all people deserve respect, are valuable contributors to our society, and that residents should never have to fear for their safety due to a difference of opinion or lifestyle as it is contrary to the principles, foundations, and values of our nation; and

WHEREAS, city leaders acknowledge that Redlands stands for generosity, community, diversity, and respects the rights of all to live in peace, equality, and liberty.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDLANDS AS FOLLOWS:

Section 1. Denounces acts of hate, intolerance, and bigotry in all its forms.

Section 2. Calls upon Redlands residents to join in demonstrating respect, inclusivity, compassion, and hospitality to friends and strangers alike.

ADOPTED, SIGNED AND APPROVED this 5TH day of July 2023.

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 5th day of July 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

City Council/Successor Agency Meeting **L. 1.**

DATE: 07/05/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of the Amended and Restated City Manager Employment Agreement between the City of Redlands and Charles M. Duggan, Jr. (Assistant City Manager McConnell)

MOTION(S):

If the City Council determines the recommendation is appropriate, the following motion is provided:

I move to approve the Amended and Restated City Manager Employment Agreement between the City of Redlands and Charles M. Duggan, Jr.

RECOMMENDATION:

To approve the Amended and Restated Employment Agreement between the City of Redlands and Charles M. Duggan, Jr.

DISCUSSION:

Charles M. Duggan, Jr. has dutifully served as the City Manager since January 2020. The current Employment Agreement with the City Manager expires on January 31, 2026. The City Council wishes to amend the City Manager's contract prior to its expiration. It is proposed that the City Council approve an Amended and Restated Employment Agreement, which proposes the following terms.

1. Ability to bank hours for Fridays worked when City Hall is closed, and hours for Holidays worked, for up to four months.
2. Base salary increases in accordance with the following schedule:
    a. Effective the first payroll period following July 1, 2023, Employee will receive a seven percent (7%) increase to his Salary.
    b. Effective the first payroll period following July 1, 2024, Employee will receive a two percent (2%) increase to his Salary over the prior year.

c. Effective the first payroll period following July 1, 2025, Employee will receive a two percent (2%) increase to his Salary over the prior year.

3. Annual Leave Accrual Rate increase from 14.07 hours to 16.54 hours pro rata per pay period.
4. Two additional holidays (Cesar Chavez Day and Juneteenth) for a total of fourteen holidays per calendar year.
5. City contribution of $397 per month towards medical premium for medical coverage through CalPERS upon retirement from the City and CalPERS.
6. Tuition Reimbursement up to $2500 per year.
7. Other terms as set forth in the current contract remain unchanged.

This report complies with Government Code Section 54953(c)(3).

ALTERNATIVES:

The City Council may elect not to approve the Agreement and provide alternative direction to staff.

STRATEGIC PLAN:

N/A.

SUBMITTED BY:
Janice McConnell, Assistant City Manager

RECOMMENDED BY:
Mayor Eddie Tejeda and Mayor Pro Tem Paul T. Barich

REVIEWED BY:
Charles M. Duggan, Jr.
Yvette M. Abich Garcia, City Attorney
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Janice McConnell

Fiscal Impact

Fiscal Year:	FY2024-26
Revenue Generating:	No
Appropriation Required Y/N:	No
Budgeted Y/N:	Various
Discussion:	

Summary of Financial Impact:

	FY2024	FY2025	FY2026	3-Year Total
General Fund	$25,202	$32,240	$39,419	$96,861
Other Funds	$4,103	$5,248	$6,417	$15,768
Total	**$29,305**	**$37,488**	**$45,836**	**$112,629**

Notes:

1. The Fiscal Impact above relates specifically to the City Manager's contract.
2. These amounts include base salary increases and other incentives.
3. Calculations include fully burdened staff costs such as base salary, pension cost, and other employer-paid benefits.

Staff will incorporate the financial impact above in the 2023-2024 mid-biennium review process. During this review, staff will be updating revenue and expenditure projections accordingly. Additional appropriations will also be made, if warranted, and taken to the City Council for consideration.

Attachments

Amended and Restated City Manager Employment Agreement

Amended and Restated City Manager Employment Agreement - Redlined

---

CITY OF REDLANDS

AMENDED AND RESTATED CITY MANAGER EMPLOYMENT AGREEMENT

This Amended and Restated City Manager Employment Agreement (this "Agreement") is made and entered into the 5th day of July, 2023 ("Effective Date") by and between the City of Redlands, a general law city and municipal corporation ("City") and Charles M. Duggan, Jr., an individual ("Employee"). For purposes of this Agreement, City and Employee are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, Employee has dutifully served as City Manager since January 2020; and

WHEREAS, it is the desire of City to continue to retain the services of Employee as City Manager and the desire of the Employee to serve in that capacity; and

WHEREAS, Government Code section 34852 provides that an ordinance establishing a city manager form of government shall define the powers and duties of the city manager; and

WHEREAS, the duties of the city manager of the City are set forth in full in Chapter 2.04 of the Redlands Municipal Code ("RMC"); and

WHEREAS, RMC section 2.04.010 states: "The City Manager shall be appointed by the City Council solely on the basis of his executive and administrative qualifications and ability, and shall hold office at and during the pleasure of the City Council;" and

WHEREAS, it is the desire of City to: (1) provide inducement for Employee to remain in City's employment; (2) make possible full work productivity by providing Employee with assurances regarding his employment; and (3) provide an equitable process for terminating Employee's services if that should occur; and

WHEREAS, the City Council of the City of Redlands ("City Council") has determined that Employee has the required executive and administrative qualifications and ability, along with the level of education, experience, skills and expertise to serve as the City Manager of the City; and

WHEREAS, it is the desire of the City Council to amend and restate the terms and conditions of the Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the Parties agree as follows:

AGREEMENT

1. Employment and Duties

1.1 Duties. The City Council hereby appoints Employee as the City Manager for the City to perform the functions and duties of that position, as described in the California Government Code and Chapter 2.04 of the Redlands Municipal Code (as such Chapter may be amended from time to time in the sole discretion of the City Council without any amendment of this Agreement or Employee's acquiescence), and such other legally permissible and proper duties and functions as the City Council shall, from time to time, direct or assign to Employee. Employee agrees to perform all such functions and duties to the best of his ability and in an efficient, competent, and ethical manner.

1.2 Term. The City hereby employs Employee as City Manager on an at-will basis remaining in effect until January 31, 2026.

1.3 Work Schedule. Employee will report to the entire City Council. It is recognized that Employee is expected to engage in the hours of work that are necessary to fulfill the obligations of the position of City Manager, must be available at all times and devote significant time outside of "normal" City office hours to the business of the City. Employee acknowledges that proper performance of the duties of the City Manager will require Employee to generally observe normal business hours (currently 7:30 a.m. to 5:30 p.m., Monday through Friday in accordance with City's "9/80" work schedule), as set by the City and as may be duly revised from time-to-time by the City, and will also often require the performance of necessary services outside of normal business hours. Employee may bank Fridays, worked while City Hall is "9/80" closed, for up to four months. Employee is pre-authorized to work remotely, for periods of time not exceeding two-weeks, four times each year. Employee's compensation (whether salary or benefits) is not based on hours worked. Furthermore, the City Manager position remains an "exempt" classification under the overtime provisions of the federal Fair Labor Standards Act ("FLSA") and Employee shall not be entitled to any compensation for overtime, nor subject to such overtime provisions of the FLSA.

1.4 Other Activities. Employee shall focus his professional time, ability, and attention to the City's business during the term of this Agreement. Employee shall not engage, without the express prior written consent of the City Council, in any other business duties or pursuits whatsoever, or directly or indirectly render any services of a business, commercial, or professional nature, to any other person or organization, whether for compensation or otherwise, that is or may be competitive with the City, that might cause a conflict-of-interest with the City, or that otherwise might interfere with the business or operation of the City or the satisfactory performance of the functions and duties of the City Manager.

1.5 Employment Status. Employee shall serve at the will and pleasure of the City Council and understands he shall continue to be an "at-will" employee and shall be subject to summary dismissal without any right of notice or hearing, including any so-called due process pre-disciplinary "Skelly" hearing. The City may terminate Employee at any time in accordance with Section 3.2 below.

1.6 Exemption from Personnel System. Redlands Municipal Code section 2.56.030 expressly exempts the "City Manager" position from the City's Personnel System established in Redlands Municipal Code Chapter 2.56. Employee understands, acknowledges and agrees that Employee is exempt from the City's Personnel System.

1.7 City Documents. All data, studies, reports and other documents prepared by Employee while performing his duties during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Employee in connection with the performance of this Agreement shall be held confidential by Employee to the extent permitted by applicable law, except as may be required by any governmental agency or court of competent jurisdiction. Such materials shall not be used by Employee, without the prior written consent of the City Council, for any purposes other than the performance of Employee's duties. Additionally, no such materials may be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by (a) law, (b) any governmental agency, (c) subpoena, or (d) an order issued by a court of competent jurisdiction.

1.8 ICMA Code of Ethics. The Parties mutually desire for Employee to be subject to and comply with the International City/County Management Association ("ICMA") Code of Ethics, and Employee commits to comply with the ICMA Code of Ethics. The City and the City Council agree that the City Council will not require that Employee violate the ICMA Code of Ethics as part of his employment with the City.

2. Compensation and Reimbursement

2.1 Current Base Salary. Employee shall receive Two Hundred Eighty Thousand Dollars ($280,000) as his annual base salary ("Salary") for the City Manager position. Employee's Salary shall be paid on a pro-rated basis bi-weekly at the same time as other employees of the City are paid, and shall be subject to normal and proper withholdings as determined by state and federal law, and as determined appropriate by the City Council, and shall be subject to payroll taxes, workers' compensation, and other payroll-related liability costs.

a. Effective the first payroll period following July 1, 2023, Employee will receive a seven percent (7%) increase to his Salary.
b. Effective the first payroll period following July 1, 2024, Employee will receive a two percent (2%) increase to his Salary over the prior year.
c. Effective the first payroll period following July 1, 2023, Employee will receive a two percent (2%) increase to his Salary over the prior year.

2.2 Salary Adjustment. Following the annual performance evaluation set forth in Section 5.2 hereof, the City Council may increase Employee's base salary and benefits package based on the results of those annual reviews. Any adjustments in the base salary and/or benefits following the annual performance evaluation under Section 5.2 are not automatic and instead shall be at the sole discretion of the City Council.

2.3 Incentive Bonus. Annually, beginning in August 2023, Employee may be eligible for a lump-sum incentive bonus, at the sole discretion of the City Council, for performance substantially above expectations. The City Council will establish criteria as the basis for any bonus that may be awarded and such criteria will be delivered in writing to Employee before December 31 of each year. Employee and City agree that the City Council is not obligated to grant an incentive bonus and that no assurances have been given to Employee that any incentive bonus will be granted during the term of this Agreement.

2.4 Business Expense Reimbursements. The City shall reimburse Employee for reasonable and necessary travel, subsistence, and other City-related business expenses incurred by Employee in the performance of his duties. All reimbursements shall be subject to and in accordance with California law, the City's adopted policies, and IRS rules for reporting compensation through payroll or reimbursement through accounts payable.

3. Termination

3.1 Termination by Employee. Employee may terminate this Agreement at any time, provided Employee provides the City with at least thirty (30) days prior written notice. In the event Employee terminates this Agreement, Employee expressly agrees that Employee shall not be entitled to any severance pay.

3.2 Termination by the City. The City may terminate this Agreement at any time, with the affirmative vote of the majority of the City Council at a duly authorized meeting, with or without cause, by providing written notice to Employee of the same. The City's right to terminate Employee pursuant to this Section 3.2 shall not be subject to, or in any way limited by, the City's Personnel Rules and Regulations, or any subsequent related resolutions, or past City practices related to the employment, discipline or termination of the City's employees. Employee expressly waives any rights provided for the City Manager under the City's Personnel Rules and Regulations, Municipal Code, or under other local, state or federal law to any other form of pre- or post-termination hearing, appeal, or other administrative process pertaining to termination. Nothing herein shall be construed to create a property interest, where one does not exist by rule of law, in the position of City Manager.

(a) Termination by the City for Cause. The City may terminate this Agreement at any time by providing Employee with prior written notice of the termination for cause and the facts and grounds constituting such cause. The term "cause" shall be defined to include any misconduct materially related to performance of official duties, including, but not be limited to, any of the following: (1) willful or persistent material breach of duties or inattention to duties, (2) résumé fraud or other acts of material dishonesty, (3) unauthorized or excessive absence or leave, (4) conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice,

honesty, or morality) or abuse of position as City Manager, (5) conviction of a felony under California law, (6) violation by Employee of the City's anti-harassment policies, as may be amended, or a finding a legally prohibited personal act of harassment against a City official or employee or legally prohibited personal act of discrimination against a City official or employee has occurred and Employee was aware or should have been aware of that act, (7) violation of state law or the RMC or any City ordinance, rule or regulation, (8) use or possession of illegal drugs in violation of state law and/or City policy, (9) continued abuse of non-prescription drugs or alcohol that materially affects the performance of required duties as City Manager, (10) engaging in conduct unbecoming for a public official or which brings disrepute to the City, (11) any illegal or unethical act involving personal gain, including conviction of theft or attempted theft, (12) Employee's significant mismanagement of City finances, (13) any pattern of repeated, willful and intentional insubordination of the City Council, (14) gross misfeasance or gross malfeasance, (15) failure to comply with the ICMA Code of Ethics, as may be amended; or (16) any similar cause. For any of the foregoing, the City may, in its discretion, place Employee on paid or unpaid administrative leave until resolution. If the City terminates, for cause, this Agreement and the services of Employee hereunder, then the City shall have no obligation to pay Employee any severance pursuant to section 4, below.

(b) Termination by the City without Cause. The City may terminate Employee without cause, with no less than a sixty (60) day notice of intention to terminate his employment, unless such notice period is waived in whole or in part by the City Council, based upon any management reason such as implementing the City's goals or policies, including, but not limited to: (i) change of administration, or (ii) incompatibility of management styles, or for any other reason, or no publicly stated reason. In the event Employee is terminated without cause, Employee shall be compensated at full pay and benefits until the effective date of termination. If so requested by the City Council, Employee shall continue to use his best efforts and skills to perform his duties during this period and shall fully cooperate with any successor designated by the City Council. Employee will qualify for severance pay according to Section 4.1 below. Employee expressly agrees Employee shall not be entitled to any severance pay as the result of the termination of this Agreement except as provided in Section 4.1 below.

4. Severance

4.1 Severance Pay. In the event Employee is terminated without cause and Employee does not challenge such termination, including, but not limited to, by means of appeal or civil or administrative claim or "liberty-interest" hearing, then the City shall pay to Employee severance in an amount equal to twelve months Employee's base salary then in effect. Notwithstanding any other provision of this Section 4.1, if such proposed severance payment exceeds the amount authorized to be paid under Government Code Section 53260, then the amount paid to Employee shall be reduced in the amount necessary to comply with such statute. (Government Code Section 53260 provides all contracts of employment with a city must include a provision limiting the maximum cash settlement for the termination of the contract to the monthly salary (excluding benefits) multiplied by the number of months left on the unexpired term, but not more than eighteen (18) months if the unexpired term exceeds eighteen (18) months). The severance payment shall not include the monetary value of benefits during said time, but salary only.

4.2 No Severance Pay if Termination for Cause or Initiated by Employee. As provided in Subdivision 3.2(a), if Employee is terminated for cause, then the City shall have no obligation to pay the severance provided for in Section 4.1 above. As provided in Section 3.1, if Employee initiates termination of this Agreement, then the City shall have no obligation to pay the severance provided for in Section 4.1 above.

4.3 Sole Rights. The severance rights provided in this Section 4 shall constitute the sole and only entitlement of Employee with respect to severance pay in the event of the termination, other than for cause or by expiration of this Agreement. Employee expressly waives any and all other rights with respect to severance pay except as provided herein.

5. Performance Evaluations

5.1. Purpose. The performance review and evaluation process set forth herein is intended to provide review and feedback to Employee so as to facilitate the effective management of the City. Nothing herein shall be deemed to alter or change the employment status of Employee as City Manager (as set forth in Section 1.6 above), nor shall this Section 5 be construed as requiring "cause" to terminate this Agreement, or the services of Employee hereunder.

5.2. Annual Evaluation. The City Council shall endeavor to conduct a formal or informal review and evaluate the performance of Employee on an annual basis within thirty (30) days before the anniversary date of the Effective Date of this Agreement in each year during the term hereof. Such performance review and evaluation may be conducted concurrently with an annual base salary review provided for in Section 2.2 hereof, and in accordance with the purpose noted in Section 5.1 above.

5.3. Establishment of Goals. The City Council will establish performance objectives and goals for Employee in connection with the initial evaluation, and each annual evaluation, of Employee pursuant to this Section 5. Such objectives and goals shall be reasonably attainable within the time frame established by the City Council and within the City's annual budget.

6. Benefits and Other Compensation

6.1 Professional Development. The City recognizes its obligation to the professional development of the City Manager and agrees Employee shall be given adequate opportunities to develop and maintain skills and abilities as the City Manager. Employee is expected and encouraged to and does agree to participate in professional organizations and to attend local and regional meetings and conferences related to matters of interest to the City consistent with the time required for such attendance in relationship to Employee's other responsibilities as determined by the City Council. The City Council hereby agrees to budget an amount, to be determined in the exercise of its sole discretion, to pay the cost, travel and subsistence expense of Employee for professional and/or official travel, meetings, and occasions adequate to continue professional development of Employee and to adequately pursue necessary official functions for the City. Employee shall be responsible for maintaining any professional certifications recognized as necessary or desirable in the performance of the duties hereunder. The City agrees to pay the annual professional dues and subscriptions necessary for full participation in national, regional, state, or local associations and organizations necessary and desirable for the best interests of the

City, and for Employee's continued professional participation and advancement. To authorize the City's annual costs related to Employee's continued professional development, the anticipated costs must be included in the City's adopted or amended annual budget. The City Council is the approval authority for the City's annual budget. At a minimum, that may include any professional dues for membership with the ICMA, and the League of California Cities (LCC), as well as including travel expenses and registration for attendance at the annual ICMA conference, the annual LCC General Membership conference (LCC's Annual Conference), the annual LCC City Manager Department conference, and the annual LCC New Mayor and Council Members Academy.

6.2 Paid Annual Leave. Employee shall be entitled to paid annual leave ("Annual Leave") at an accrual rate of sixteen and fifty-four one-hundredths (16.54) hours pro rata per pay period. Employee's Annual Leave is inclusive of all other leave benefits including, but not limited to, sick leave, executive leave, and vacation. Upon separation, for any reason, Employee shall be entitled to one hundred percent (100%) of Employee's unused Annual Leave balance then existing, at Employee's then current hourly rate of pay, subject to normal and proper withholdings as determined by state and federal law, and shall be subject to payroll taxes, workers' compensation, and other payroll-related liability costs in the same manner as other employees of the City.

(a) Holiday Leave. Employee shall be granted the following fourteen (14) holidays: New Year's Day, Martin Luther King Day, President's Day, Cesar Chavez Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve and Christmas Day. If Employee works on a holiday, he may bank that unused holiday for up to four months.

6.3 Health and Welfare Benefits. Employee shall be entitled to certain rights and privileges no less than all other benefits that are generally accorded to City Department Directors regarding health, welfare and benefits, as provided in the City Department Directors' Memorandum of Understanding, and no less than as set forth in Exhibit "A" to this Agreement.

6.4 Retirement. Employee is believed to be a New Member/PEPRA, as defined by CalPERS and as mandated by the Public Employees' Pension Reform Act of 2013. Employee will be classified in the City's Tier II pension plan. Accordingly, Employee shall be entitled to participate in the City's CalPERS Retirement Program with the 2% at 62 formula.

6.5 Automobile. Employee shall receive Five Hundred Dollars ($500.00) per month as vehicle allowance to reimburse Employee for use of a personal vehicle in pursuit of recognized official duties. The allowance will be paid in the regular payroll process with Salary beginning with the first payroll paid subsequent to the Employee's commencement date consistent with the payment method of allowances provided to other employees of the City. The allowance is subject to normal and proper withholdings as determined by state and federal law and shall be subject to payroll taxes and other payroll-related liability costs in the same manner as other employees of the City. Employee shall be responsible for any personal income tax that may result from that reimbursement.

6.6 Deferred Compensation. Employee is eligible to participate in the City's 457(b) and 401(a) deferred compensation programs. Commencing January 2023, on or before the second payroll check date of each calendar year the City will contribute the maximum amount allowed under the law (including catchup provisions for employees 50 years or older) for that year to Employee's 457(b) deferred compensation plan. Additionally, commencing January 2023, on or before the second payroll check date of each calendar year the City will also contribute the maximum amount allowed under the Public Employees' Pension Reform Act for that year to Employee's 401(a) deferred compensation plan in an amount equal to the result of the following formula: the difference between the Base Salary and the applicable pensionable compensation limit, pursuant to Government Code section 7522.10, but in no event higher than the Code 401(a)(17) limit, multiplied by the applicable employer normal cost rate for the City's miscellaneous plan as determined by CalPERS and set forth in the annual actuarial valuation reports issued by CalPERS. This amount shall not be reported to CalPERS as pensionable compensation and shall not be subject to any withholdings or taxes in accordance with Sections 3121(a)(5)(A) and 3401(a)(12)(A) of the Internal Revenue Code. If at any time the City ceases to participate in either a 457(b) or 401(a) plan, or is otherwise unable to make the contribution, Employee's salary will be adjusted to include the balance of the unmade contribution.

6.7 Bonding. The City shall bear the full cost of any fidelity or other bonds required for Employee under any law or City ordinance.

6.8 Flexible Spending Account. The City provides a Flexible Spending Account (FSA) program at Employee's sole cost and expense (employee cost may be income tax deferred in accordance with IRS regulations). Expenses that may be reimbursed using the FSA program include childcare, medical expenses not covered by insurance plan, orthodontic work, and similar qualifying expenses.

6.9 Business Equipment. The City will provide to Employee any job-related personal tools or equipment, such as a computer, desk, land-line phone, file cabinets, table and chairs, that serve the professional development of Employee and/or is needed to perform Employee's functions and duties. Upon termination, for any reason, Employee shall return all business equipment to the City no later than Employee's last day of employment. The City shall provide a City-owned cell phone for City-related business and functions during, before and after normal work hours. The City shall pay for any expenses related to initial purchase, data plan, monthly service plan, insurance, and replacement due to normal wear and tear. Employee shall follow the inventory control procedures for portable devices such as laptops and cell phones consistent with control procedures for other City employees. Employee may opt to receive a cellular telephone/smartphone stipend of $100 per month in lieu of device and service plan provided by City.

6.10 Additional compensation. The City Council may authorize and grant to Employee additional compensation and/or benefits in the future as may be deemed appropriate. Such additional compensation or benefits shall be made a part of this Agreement by written Amendment pursuant to Section 9.2 to be applied prospectively, unless City Council acts to provide otherwise.

7. Indemnification. To the extent mandated by the California Government Code, the City shall defend, hold harmless, and indemnify Employee against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of Employee's services under this Agreement. This section shall not apply to any intentional tort or crime committed by Employee, to any action outside the course and scope of Employee's employment, or any other intentional or malicious conduct or gross negligence of Employee.

8. Other Terms - Conditions of Employment. The City Council, in consultation with Employee, shall establish any such other terms and conditions of employment as it may determine from time to time, provided such terms and conditions do not exceed the maximum salary and benefits approved by the City Council and are reduced to writing and signed by Employee and the Mayor of the City.

9. General Provisions

9.1 Entire Agreement. This Agreement represents the entire Agreement and understanding between the Parties and as of the Effective Date of this Agreement amends and supersedes any and all other agreements and understandings, either oral or in writing, between the Parties with respect to Employee's employment by the City and contains all of the covenants and agreements between the Parties with respect to such employment. No ordinances or resolutions of the City governing employment, including the Personnel System, shall apply unless specified herein. Each Party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either Party, or anyone acting on behalf of either Party, which are not embodied herein, and that no other agreement, statement or promises not contained in this Agreement shall be valid or binding upon either Party.

9.2 Amendment. This Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing, which amendment shall require City Council approval.

9.3 Notice. Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile, if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY:
City Clerk
City of Redlands
35 Cajon Street, Suite 200
PO Box 3005 (mailing)
Redlands, CA 92373

EMPLOYEE:
Charles M. Duggan Jr.
Address on file with City

9.4 Conflicts Prohibited. During the term of this Agreement, Employee shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Employee's duties under this Agreement. Employee shall comply with all requirements of law, including but not limited to, Sections 87100 et seq., Section 1090 and Section 1126 of the Government Code, and all other similar statutory and administrative rules.

9.5 Effect of Waiver. The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other Party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

9.6 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

9.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, which are in full force and effect as of the Effective Date of this Agreement.

9.8 Government Code Sections 53243 - 53243.4. Government Code sections 53243 - 53243.4 sought to provide greater transparency in local government and institute certain limitations on compensation paid to local government executives. Those statutes require that contracts between local agencies and certain employees include provisions requiring an employee who is convicted of a crime involving an abuse of his office or position to provide reimbursement to the local agency. Those statutes are incorporated herein by reference. Accordingly, the Parties agree that it is their mutual intent to fully comply with these Government Code sections and all other applicable law as it exists as of the date of execution of this Agreement and as such laws may be amended from time to time thereafter. Specifically, the following Government Code sections are called out and hereby incorporated by this Agreement:

Section 53243. Reimbursement of paid leave salary required upon conviction of crime involving office or position.

Section 53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.

Section 53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.

Section 53243.3. Reimbursement of non-contractual payments upon conviction or crime involving office or position.

Section 53243.4. "Abuse of office or position" defined.

Employee represents Employee has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to Employee, including that

Employee agrees any cash settlement or severance related to a termination Employee may receive from the City shall be fully reimbursed to the City if Employee is convicted of a crime involving an abuse of Employee's office or position.

9.9 Independent Legal Advice. The City and Employee represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement, or had the opportunity to do so, and the City and Employee further represent and warrant that each has carefully reviewed this entire Agreement and that each and every term thereof is understood and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the Party or its representatives who drafted it or who drafted any portion thereof.

9.10 Prohibition against Assignment. Neither this Agreement nor any right, privilege or obligation of Employee hereunder shall be assigned or transferred by him without the prior written consent of the City Council. Any attempt at assignment or transfer in violation of this subsection shall, in the sole discretion of and at the option of the City Council, be null and void and may be considered a material breach of this Agreement and "cause" for termination of this Agreement.

9.11 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

IN WITNESS WHEREOF, the City of Redlands has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by the City Clerk, and Employee has signed and executed this Agreement, all in triplicate.

CITY OF REDLANDS	EMPLOYEE
By:_____	By:_____
Eddie Tejeda, Mayor	Charles M. Duggan, Jr.

ATTEST:

By:_____
Jeanne Donaldson, City Clerk

Exhibit "A"

Additional Benefits

- Medical Insurance – City pays the entire monthly premium for employees and their eligible dependents through PERS Health
- Dental Insurance – City pays the entire monthly premium for employees and their eligible dependents
- Vision Insurance - City pays the entire monthly premium for employees and their eligible dependents
- $150 per year to offset medical insurance co-payments and/or deductibles
- Life Insurance - $25,000
- Accidental Death & Dismemberment Insurance - $25,000
- State Disability Insurance – Premium paid by Employee
- Credit Union
- Employee Assistance Program
- YMCA Membership – City will provide a paid annual membership for Employee to the Redlands YMCA.
- Retiree Health – upon retirement from the City and CalPERS, Employee will be eligible for medical coverage as provided through CalPERS. The City will contribute $397 per month towards the medical premium.
- Tuition Reimbursement - $2500 per year reimbursement for courses successfully taken at an accredited institution.

CITY OF REDLANDS

AMENDED AND RESTATED CITY MANAGER EMPLOYMENT AGREEMENT

~~This~~This Amended and Restated City Manager Employment Agreement (this "Agreement") is made and entered into the ~~4th~~5th day of ~~October, 2022~~July, 2023 ("Effective Date") by and between the City of Redlands, a general law city and municipal corporation ("City") and Charles M. Duggan, Jr., an individual ("Employee"). For purposes of this Agreement, City and Employee are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, Employee has dutifully served as City Manager since January 2020; and

WHEREAS, it is the desire of City to continue to retain the services of Employee as City Manager and the desire of the Employee to serve in that capacity; and

WHEREAS, Government Code section 34852 provides that an ordinance establishing a city manager form of government shall define the powers and duties of the city manager; and

WHEREAS, the duties of the city manager of the City are set forth in full in Chapter 2.04 of the Redlands Municipal Code ("RMC"); and

WHEREAS, RMC section 2.04.010 states: "The City Manager shall be appointed by the City Council solely on the basis of his executive and administrative qualifications and ability, and shall hold office at and during the pleasure of the City Council;" and

WHEREAS, it is the desire of City to: (1) provide inducement for Employee to remain in City's employment; (2) make possible full work productivity by providing Employee with assurances regarding his employment; and (3) provide an equitable process for terminating Employee's services if that should occur; and

WHEREAS, the City Council of the City of Redlands ("City Council") has determined that Employee has the required executive and administrative qualifications and ability, along with the level of education, experience, skills and expertise to serve as the City Manager of the City; and

WHEREAS, it is the desire of the City Council to amend and restate the terms and conditions of the Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the Parties agree as follows:

AGREEMENT

1. Employment and Duties

1.1 Duties. The City Council hereby appoints Employee as the City Manager for the City to perform the functions and duties of that position, as described in the California Government Code and Chapter 2.04 of the Redlands Municipal Code (as such Chapter may be amended from time to time in the sole discretion of the City Council without any amendment of this Agreement or Employee's acquiescence), and such other legally permissible and proper duties and functions as the City Council shall, from time to time, direct or assign to Employee. Employee agrees to perform all such functions and duties to the best of his ability and in an efficient, competent, and ethical manner.

1.2 Term. The City hereby employs Employee as City Manager on an at-will basis ~~commencing as of October 4, 2022, and~~ remaining in effect until January 31, 2026.

1.3 Work Schedule. Employee will report to the entire City Council. It is recognized that Employee is expected to engage in the hours of work that are necessary to fulfill the obligations of the position of City Manager, must be available at all times and devote significant time outside of "normal" City office hours to the business of the City. Employee acknowledges that proper performance of the duties of the City Manager will require Employee to generally observe normal business hours (currently 7:30 a.m. to 5:30 p.m., Monday through Friday in accordance with City's "9/80" work schedule), as set by the City and as may be duly revised from time-to-time by the City, and will also often require the performance of necessary services outside of normal business hours. Employee may bank Fridays, worked while City Hall is "9/80" closed, for up to four months. Employee is pre-authorized to work remotely, for periods of time not exceeding two-weeks, four times each year. Employee's compensation (whether salary or benefits) is not based on hours worked. Furthermore, the City Manager position remains an "exempt" classification under the overtime provisions of the federal Fair Labor Standards Act ("FLSA") and Employee shall not be entitled to any compensation for overtime, nor subject to such overtime provisions of the FLSA.

1.4 Other Activities. Employee shall focus his professional time, ability, and attention to the City's business during the term of this Agreement. Employee shall not engage, without the express prior written consent of the City Council, in any other business duties or pursuits whatsoever, or directly or indirectly render any services of a business, commercial, or professional nature, to any other person or organization, whether for compensation or otherwise, that is or may be competitive with the City, that might cause a conflict-of-interest with the City, or that otherwise might interfere with the business or operation of the City or the satisfactory performance of the functions and duties of the City Manager.

1.5 Employment Status. Employee shall serve at the will and pleasure of the City Council and understands he shall continue to be an "at-will" employee and shall be subject to summary dismissal without any right of notice or hearing, including any so-called due process pre-disciplinary "Skelly" hearing. The City may terminate Employee at any time in accordance with Section 3.2 below.

1.6 Exemption from Personnel System. Redlands Municipal Code section 2.56.030 expressly exempts the "City Manager" position from the City's Personnel System established in

Redlands Municipal Code Chapter 2.56. Employee understands, acknowledges and agrees that Employee is exempt from the City's Personnel System.

1.7 City Documents. All data, studies, reports and other documents prepared by Employee while performing his duties during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Employee in connection with the performance of this Agreement shall be held confidential by Employee to the extent permitted by applicable law, except as may be required by any governmental agency or court of competent jurisdiction. Such materials shall not be used by Employee, without the prior written consent of the City Council, for any purposes other than the performance of Employee's duties. Additionally, no such materials may be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by (a) law, (b) any governmental agency, (c) subpoena, or (d) an order issued by a court of competent jurisdiction.

1.8 ICMA Code of Ethics. The Parties mutually desire for Employee to be subject to and comply with the International City/County Management Association ("ICMA") Code of Ethics, and Employee commits to comply with the ICMA Code of Ethics. The City and the City Council agree that the City Council will not require that Employee violate the ICMA Code of Ethics as part of his employment with the City.

2. Compensation and Reimbursement

2.1 Current Base Salary. Employee shall receive Two Hundred Eighty Thousand Dollars ($280,000) as his annual base salary ("Salary") for the City Manager position. Employee's Salary shall be paid on a pro-rated basis bi-weekly at the same time as other employees of the City are paid, and shall be subject to normal and proper withholdings as determined by state and federal law, and as determined appropriate by the City Council, and shall be subject to payroll taxes, workers' compensation, and other payroll-related liability costs.

a. Effective the first payroll period following July 1, 2023, Employee will receive a seven percent (7%) increase to his Salary.
b. Effective the first payroll period following July 1, 2024, Employee will receive a two percent (2%) increase to his Salary over the prior year.
c. Effective the first payroll period following July 1, 2023, Employee will receive a two percent (2%) increase to his Salary over the prior year.

2.2 Salary Adjustment. Following the annual performance evaluation set forth in Section 5.2 hereof, the City Council may increase Employee's base salary and benefits package based on the results of those annual reviews. Any adjustments in the base salary and/or benefits following the annual performance evaluation under Section 5.2 are not automatic and instead shall be at the sole discretion of the City Council.

2.3 Incentive Bonus. Annually, beginning in August 2023, Employee may be eligible

for a lump-sum incentive bonus, at the sole discretion of the City Council, for performance substantially above expectations. The City Council will establish criteria as the basis for any bonus that may be awarded and such criteria will be delivered in writing to Employee before December 31 of each year. Employee and City agree that the City Council is not obligated to grant an incentive bonus and that no assurances have been given to Employee that any incentive bonus will be granted during the term of this Agreement.

2.4 Business Expense Reimbursements. The City shall reimburse Employee for reasonable and necessary travel, subsistence, and other City-related business expenses incurred by Employee in the performance of his duties. All reimbursements shall be subject to and in accordance with California law, the City's adopted policies, and IRS rules for reporting compensation through payroll or reimbursement through accounts payable.

3. Termination

3.1 Termination by Employee. Employee may terminate this Agreement at any time, provided Employee provides the City with at least thirty (30) days prior written notice. In the event Employee terminates this Agreement, Employee expressly agrees that Employee shall not be entitled to any severance pay.

3.2 Termination by the City. The City may terminate this Agreement at any time, with the affirmative vote of the majority of the City Council at a duly authorized meeting, with or without cause, by providing written notice to Employee of the same. The City's right to terminate Employee pursuant to this Section 3.2 shall not be subject to, or in any way limited by, the City's Personnel Rules and Regulations, or any subsequent related resolutions, or past City practices related to the employment, discipline or termination of the City's employees. Employee expressly waives any rights provided for the City Manager under the City's Personnel Rules and Regulations, Municipal Code, or under other local, state or federal law to any other form of pre- or post-termination hearing, appeal, or other administrative process pertaining to termination. Nothing herein shall be construed to create a property interest, where one does not exist by rule of law, in the position of City Manager.

(a) Termination by the City for Cause. The City may terminate this Agreement at any time by providing Employee with prior written notice of the termination for cause and the facts and grounds constituting such cause. The term "cause" shall be defined to include any misconduct materially related to performance of official duties, including, but not be limited to, any of the following: (1) willful or persistent material breach of duties or inattention to duties, (2) résumé fraud or other acts of material dishonesty, (3) unauthorized or excessive absence or leave, (4) conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality) or abuse of position as City Manager, (5) conviction of a felony under California law, (6) violation by Employee of the City's anti-harassment policies, as may be amended, or a finding a legally prohibited personal act of harassment against a City official or employee or legally prohibited personal act of discrimination against a City official or employee has occurred and Employee was aware or should have been aware of that act, (7) violation of state law or the RMC or any City ordinance, rule or regulation, (8) use or possession of illegal drugs in

violation of state law and/or City policy, (9) continued abuse of non-prescription drugs or alcohol that materially affects the performance of required duties as City Manager, (10) engaging in conduct unbecoming for a public official or which brings disrepute to the City, (11) any illegal or unethical act involving personal gain, including conviction of theft or attempted theft, (12) Employee's significant mismanagement of City finances, (13) any pattern of repeated, willful and intentional insubordination of the City Council, (14) gross misfeasance or gross malfeasance, (15) failure to comply with the ICMA Code of Ethics, as may be amended; or (16) any similar cause. For any of the foregoing, the City may, in its discretion, place Employee on paid or unpaid administrative leave until resolution. If the City terminates, for cause, this Agreement and the services of Employee hereunder, then the City shall have no obligation to pay Employee any severance pursuant to section 4, below.

(b) Termination by the City without Cause. The City may terminate Employee without cause, with no less than a sixty (60) day notice of intention to terminate his employment, unless such notice period is waived in whole or in part by the City Council, based upon any management reason such as implementing the City's goals or policies, including, but not limited to: (i) change of administration, or (ii) incompatibility of management styles, or for any other reason, or no publicly stated reason. In the event Employee is terminated without cause, Employee shall be compensated at full pay and benefits until the effective date of termination. If so requested by the City Council, Employee shall continue to use his best efforts and skills to perform his duties during this period and shall fully cooperate with any successor designated by the City Council. Employee will qualify for severance pay according to Section 4.1 below. Employee expressly agrees Employee shall not be entitled to any severance pay as the result of the termination of this Agreement except as provided in Section 4.1 below.

4. Severance

4.1 Severance Pay. In the event Employee is terminated without cause and Employee does not challenge such termination, including, but not limited to, by means of appeal or civil or administrative claim or "liberty-interest" hearing, then the City shall pay to Employee severance in an amount equal to twelve months Employee's base salary then in effect. Notwithstanding any other provision of this Section 4.1, if such proposed severance payment exceeds the amount authorized to be paid under Government Code Section 53260, then the amount paid to Employee shall be reduced in the amount necessary to comply with such statute. (Government Code Section 53260 provides all contracts of employment with a city must include a provision limiting the maximum cash settlement for the termination of the contract to the monthly salary (excluding benefits) multiplied by the number of months left on the unexpired term, but not more than eighteen (18) months if the unexpired term exceeds eighteen (18) months). The severance payment shall not include the monetary value of benefits during said time, but salary only.

4.2 No Severance Pay if Termination for Cause or Initiated by Employee. As provided in Subdivision 3.2(a), if Employee is terminated for cause, then the City shall have no obligation to pay the severance provided for in Section 4.1 above. As provided in Section 3.1, if Employee initiates termination of this Agreement, then the City shall have no obligation to pay the severance provided for in Section 4.1 above.

4.3 Sole Rights. The severance rights provided in this Section 4 shall constitute the sole and only entitlement of Employee with respect to severance pay in the event of the termination, other than for cause or by expiration of this Agreement. Employee expressly waives any and all other rights with respect to severance pay except as provided herein.

5. Performance Evaluations

5.1. Purpose. The performance review and evaluation process set forth herein is intended to provide review and feedback to Employee so as to facilitate the effective management of the City. Nothing herein shall be deemed to alter or change the employment status of Employee as City Manager (as set forth in Section 1.6 above), nor shall this Section 5 be construed as requiring "cause" to terminate this Agreement, or the services of Employee hereunder.

5.2. Annual Evaluation. The City Council shall endeavor to conduct a formal or informal review and evaluate the performance of Employee on an annual basis within thirty (30) days before the anniversary date of the Effective Date of this Agreement in each year during the term hereof. Such performance review and evaluation may be conducted concurrently with an annual base salary review provided for in Section 2.2 hereof, and in accordance with the purpose noted in Section 5.1 above.

5.3. Establishment of Goals. The City Council will establish performance objectives and goals for Employee in connection with the initial evaluation, and each annual evaluation, of Employee pursuant to this Section 5. Such objectives and goals shall be reasonably attainable within the time frame established by the City Council and within the City's annual budget.

6. Benefits and Other Compensation

6.1 Professional Development. The City recognizes its obligation to the professional development of the City Manager and agrees Employee shall be given adequate opportunities to develop and maintain skills and abilities as the City Manager. Employee is expected and encouraged to and does agree to participate in professional organizations and to attend local and regional meetings and conferences related to matters of interest to the City consistent with the time required for such attendance in relationship to Employee's other responsibilities as determined by the City Council. The City Council hereby agrees to budget an amount, to be determined in the exercise of its sole discretion, to pay the cost, travel and subsistence expense of Employee for professional and/or official travel, meetings, and occasions adequate to continue professional development of Employee and to adequately pursue necessary official functions for the City. Employee shall be responsible for maintaining any professional certifications recognized as necessary or desirable in the performance of the duties hereunder. The City agrees to pay the annual professional dues and subscriptions necessary for full participation in national, regional, state, or local associations and organizations necessary and desirable for the best interests of the City, and for Employee's continued professional participation and advancement. To authorize the City's annual costs related to Employee's continued professional development, the anticipated costs must be included in the City's adopted or amended annual budget. The City Council is the approval authority for the City's annual budget. At a minimum, that may include any professional

dues for membership with the ICMA, and the League of California Cities (LCC), as well as including travel expenses and registration for attendance at the annual ICMA conference, the annual LCC General Membership conference (LCC's Annual Conference), the annual LCC City Manager Department conference, and the annual LCC New Mayor and Council Members Academy.

6.2 Paid Annual Leave. Employee shall be entitled to paid annual leave ("Annual Leave") at an accrual rate of ~~fifteen~~sixteen and ~~seven~~fifty-four one-hundredths (~~15.07~~16.54) hours pro rata per pay period. Employee's Annual Leave is inclusive of all other leave benefits including, but not limited to, sick leave, executive leave, and vacation. Upon separation, for any reason, Employee shall be entitled to one hundred percent (100%) of Employee's unused Annual Leave balance then existing, at Employee's then current hourly rate of pay, subject to normal and proper withholdings as determined by state and federal law, and shall be subject to payroll taxes, workers' compensation, and other payroll-related liability costs in the same manner as other employees of the City.

(a) Holiday Leave. Employee shall be granted the following ~~twelve (12~~fourteen (14) holidays: New Year's Day, Martin Luther King Day, President's Day, Cesar Chavez Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve and Christmas Day~~ (twelve 8-hour days).~~ . If Employee works on a holiday, he may bank that unused holiday for up to four months.

6.3 Health and Welfare Benefits. Employee shall be entitled to certain rights and privileges no less than all other benefits that are generally accorded to City Department Directors regarding health, welfare and benefits, as provided in the City Department Directors' Memorandum of Understanding, and no less than as set forth in Exhibit "A" to this Agreement.

6.4 Retirement. Employee is believed to be a New Member/PEPRA, as defined by CalPERS and as mandated by the Public Employees' Pension Reform Act of 2013. Employee will be classified in the City's Tier II pension plan. Accordingly, Employee shall be entitled to participate in the City's CalPERS Retirement Program with the 2% at 62 formula.

6.5 Automobile. Employee shall receive Five Hundred Dollars ($500.00) per month as vehicle allowance to reimburse Employee for use of a personal vehicle in pursuit of recognized official duties. The allowance will be paid in the regular payroll process with Salary beginning with the first payroll paid subsequent to the Employee's commencement date consistent with the payment method of allowances provided to other employees of the City. The allowance is subject to normal and proper withholdings as determined by state and federal law and shall be subject to payroll taxes and other payroll-related liability costs in the same manner as other employees of the City. Employee shall be responsible for any personal income tax that may result from that reimbursement.

6.6 Deferred Compensation. Employee is eligible to participate in the City's 457(b) and 401(a) deferred compensation programs. Commencing January 2023, on or before the second

payroll check date of each calendar year the City will contribute the maximum amount allowed under the law (including catchup provisions for employees 50 years or older) for that year to Employee's 457(b) deferred compensation plan. Additionally, commencing January 2023, on or before the second payroll check date of each calendar year the City will also contribute the maximum amount allowed under the Public Employees' Pension Reform Act for that year to Employee's 401(a) deferred compensation plan in an amount equal to the result of the following formula: the difference between the Base Salary and the applicable pensionable compensation limit, pursuant to Government Code section 7522.10, but in no event higher than the Code 401(a)(17) limit, multiplied by the applicable employer normal cost rate for the City's miscellaneous plan as determined by CalPERS and set forth in the annual actuarial valuation reports issued by CalPERS. This amount shall not be reported to CalPERS as pensionable compensation and shall not be subject to any withholdings or taxes in accordance with Sections 3121(a)(5)(A) and 3401(a)(12)(A) of the Internal Revenue Code. If at any time the City ceases to participate in either a 457(b) or 401(a) plan, or is otherwise unable to make the contribution, Employee's salary will be adjusted to include the balance of the unmade contribution.

6.7 Bonding. The City shall bear the full cost of any fidelity or other bonds required for Employee under any law or City ordinance.

6.8 Flexible Spending Account. The City provides a Flexible Spending Account (FSA) program at Employee's sole cost and expense (employee cost may be income tax deferred in accordance with IRS regulations). Expenses that may be reimbursed using the FSA program include childcare, medical expenses not covered by insurance plan, orthodontic work, and similar qualifying expenses.

6.9 Business Equipment. The City will provide to Employee any job-related personal tools or equipment, such as a computer, desk, land-line phone, file cabinets, table and chairs, that serve the professional development of Employee and/or is needed to perform Employee's functions and duties. Upon termination, for any reason, Employee shall return all business equipment to the City no later than Employee's last day of employment. The City shall provide a City-owned cell phone for City-related business and functions during, before and after normal work hours. The City shall pay for any expenses related to initial purchase, data plan, monthly service plan, insurance, and replacement due to normal wear and tear. Employee shall follow the inventory control procedures for portable devices such as laptops and cell phones consistent with control procedures for other City employees. Employee may opt to receive a cellular telephone/smartphone stipend of $100 per month in lieu of device and service plan provided by City.

6.10 Additional compensation. The City Council may authorize and grant to Employee additional compensation and/or benefits in the future as may be deemed appropriate. Such additional compensation or benefits shall be made a part of this Agreement by written Amendment pursuant to Section 9.2 to be applied prospectively, unless City Council acts to provide otherwise.

7. Indemnification. To the extent mandated by the California Government Code, the City shall defend, hold harmless, and indemnify Employee against any tort, professional liability, claim

or demand, or other legal action arising out of an alleged act or omission occurring in the performance of Employee's services under this Agreement. This section shall not apply to any intentional tort or crime committed by Employee, to any action outside the course and scope of Employee's employment, or any other intentional or malicious conduct or gross negligence of Employee.

8. Other Terms - Conditions of Employment. The City Council, in consultation with Employee, shall establish any such other terms and conditions of employment as it may determine from time to time, provided such terms and conditions do not exceed the maximum salary and benefits approved by the City Council and are reduced to writing and signed by Employee and the Mayor of the City.

9. General Provisions

9.1 Entire Agreement. This Agreement represents the entire Agreement and understanding between the Parties and as of the Effective Date of this Agreement amends and supersedes any and all other agreements and understandings, either oral or in writing, between the Parties with respect to Employee's employment by the City and contains all of the covenants and agreements between the Parties with respect to such employment. No ordinances or resolutions of the City governing employment, including the Personnel System, shall apply unless specified herein. Each Party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either Party, or anyone acting on behalf of either Party, which are not embodied herein, and that no other agreement, statement or promises not contained in this Agreement shall be valid or binding upon either Party.

9.2 Amendment. This Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing, which amendment shall require City Council approval.

9.3 Notice. Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile, if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY:	EMPLOYEE:
City Clerk	Charles M. Duggan Jr.
City of Redlands	Address on file with City
35 Cajon Street, Suite 200	
PO Box 3005 (mailing)	
Redlands, CA 92373	

9.4 Conflicts Prohibited. During the term of this Agreement, Employee shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably

might be expected to conflict, with the proper discharge of Employee's duties under this Agreement. Employee shall comply with all requirements of law, including but not limited to, Sections 87100 et seq., Section 1090 and Section 1126 of the Government Code, and all other similar statutory and administrative rules.

9.5 Effect of Waiver. The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other Party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

9.6 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

9.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, which are in full force and effect as of the Effective Date of this Agreement.

9.8 Government Code Sections 53243 - 53243.4. Government Code sections 53243 - 53243.4 sought to provide greater transparency in local government and institute certain limitations on compensation paid to local government executives. Those statutes require that contracts between local agencies and certain employees include provisions requiring an employee who is convicted of a crime involving an abuse of his office or position to provide reimbursement to the local agency. Those statutes are incorporated herein by reference. Accordingly, the Parties agree that it is their mutual intent to fully comply with these Government Code sections and all other applicable law as it exists as of the date of execution of this Agreement and as such laws may be amended from time to time thereafter. Specifically, the following Government Code sections are called out and hereby incorporated by this Agreement:

> Section 53243. Reimbursement of paid leave salary required upon conviction of crime involving office or position.
>
> Section 53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.
>
> Section 53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.
> Section 53243.3. Reimbursement of non-contractual payments upon conviction or crime involving office or position.
>
> Section 53243.4. "Abuse of office or position" defined.

Employee represents Employee has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to Employee, including that Employee agrees any cash settlement or severance related to a termination Employee may receive

from the City shall be fully reimbursed to the City if Employee is convicted of a crime involving an abuse of Employee's office or position.

9.9 Independent Legal Advice. The City and Employee represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement, or had the opportunity to do so, and the City and Employee further represent and warrant that each has carefully reviewed this entire Agreement and that each and every term thereof is understood and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the Party or its representatives who drafted it or who drafted any portion thereof.

9.10 Prohibition against Assignment. Neither this Agreement nor any right, privilege or obligation of Employee hereunder shall be assigned or transferred by him without the prior written consent of the City Council. Any attempt at assignment or transfer in violation of this subsection shall, in the sole discretion of and at the option of the City Council, be null and void and may be considered a material breach of this Agreement and "cause" for termination of this Agreement.

9.11 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

IN WITNESS WHEREOF, the City of Redlands has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by the City Clerk, and Employee has signed and executed this Agreement, all in triplicate.

CITY OF REDLANDS	EMPLOYEE
By:_____	By:_____
~~Paul Barich~~Eddie Tejeda, Mayor	Charles M. Duggan, Jr.

ATTEST:

By:_____
Jeanne Donaldson, City Clerk

Exhibit "A"

Additional Benefits

- Medical Insurance – City pays the entire monthly premium for employees and their eligible dependents through PERS Health
- Dental Insurance – City pays the entire monthly premium for employees and their eligible dependents
- Vision Insurance - City pays the entire monthly premium for employees and their eligible dependents
- $150 per year to offset medical insurance co-payments and/or deductibles
- Life Insurance - $25,000
- Accidental Death & Dismemberment Insurance - $25,000
- ~~Eligible for~~ State Disability Insurance – ~~All costs~~Premium paid by ~~employee~~Employee
- Credit Union
- Employee Assistance Program
- ~~Retiree Health~~
- YMCA Membership – City will provide a paid annual membership for Employee to the Redlands YMCA.
- Retiree Health – upon retirement from the City and CalPERS, Employee will be eligible for medical coverage as provided through CalPERS. The City will contribute $397 per month towards the medical premium.
- Tuition Reimbursement - $2500 per year reimbursement for courses successfully taken at an accredited institution.

City Council/Successor Agency Meeting **L. 2.**

DATE: 07/05/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of the First Amendment to the City Attorney Employment Agreement between the City of Redlands and Yvette M. Abich Garcia (Assistant City Manager McConnell)

MOTION(S):

If the City Council determines the recommendation is appropriate, the following motion is provided:

I move to approve the First Amendment to the City Attorney Employment Agreement between the City of Redlands and Yvette M. Abich Garcia.

RECOMMENDATION:

To approve the First Amendment to the City Attorney Employment Agreement between the City of Redlands and Yvette M. Abich Garcia.

DISCUSSION:

On April 19, 2022, the City of Redlands entered into a City Attorney Employment Agreement with Yvette M. Abich Garcia for a term of six years, ending May 22, 2028. It is the desire of the City Council to amend the employment agreement prior to its expiration. It is proposed that the City Council approve the First Amendment to the City Attorney Employment Agreement. The First Amendment proposes the following terms:

1. Two (2) additional days for remote work for a total not to exceed four (4) work days per month.
2. Base salary increases in accordance with the following schedule:
    a. Effective the first payroll period following July 1, 2023, Employee will receive a seven percent (7%) increase to her Salary.
    b. Effective the first payroll period following July 1, 2024, Employee will receive a two percent (2%) increase to her Salary over the prior year.

c. Effective the first payroll period following July 1, 2025, Employee will receive a two percent (2%) increase to her Salary over the prior year.

3. Annual Leave Accrual Rate increase from 14.07 hours to 16.54 hours pro rata per pay period.
4. Election to deposit 100% of unused Annual Leave in a deferred compensation plan upon separation.
5. Two (2) additional holidays (Cesar Chavez Day and Juneteenth) for a total of fourteen holidays per calendar year.
6. Two (2) working days of paid bereavement leave.
7. An additional 38 hours of annual leave eligible for conversion to cash, bringing the total prospective election of leave conversion, for annual leave earned in the following year, up to 430 hours.
8. An additional two percent (2%) of employee salary contributed to Employee's 401(a) deferred compensation plan for a total contribution by the City of $1,125 plus 4% of employee's salary to Employee's 401(a) deferred compensation plan.
9. Vehicle allowance increase from $300 to $500 per month.
10. Option to receive a cell phone allowance of $100 per month in lieu of a city-issued cell phone.
11. Medical stipend increase from $350 to $500 per month.
12. Annual YMCA membership
13. Other terms as set forth in the City Attorney Employment Agreement remain unchanged.

This report complies with Government Code Section 54953(c)(3).

ALTERNATIVES:

The City Council may elect not to approve the First Amendment to the City Attorney Employment Agreement and provide alternative direction to staff.

STRATEGIC PLAN:

N/A.

SUBMITTED BY:
Janice McConnell, Assistant City Manager

RECOMMENDED BY:
Mayor Eddie Tejeda and Mayor Pro Tem Paul T. Barich

REVIEWED BY:
Charles M. Duggan, Jr., City Manager
Yvette M. Abich Garcia, City Attorney
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Janice McConnell, Assistant City Manager

Fiscal Impact

Fiscal Year:	FY2024-26
Revenue Generating:	No
Appropriation Required Y/N:	No
Account No.:	Various
Discussion:	

Summary of Financial Impact:

	FY2024	FY2025	FY2026	3-Year Total
General Fund	$32,590	$40,207	$47,976	$120,772

Notes:

1. The Fiscal Impact above relates specifically to the City Attorney's contract.
2. These amounts include base salary increases and other incentives.
3. Calculations include fully burdened staff costs such as base salary, pension cost, and other employer-paid benefits.

Staff will incorporate the financial impact above in the 2023-2024 mid-biennium review process. During this review, staff will be updating revenue and expenditure projections accordingly. Additional appropriations will also be made, if warranted, and taken to the City Council for consideration.

Attachments

First Amendment to City Attorney Employment Agreement

Frist Agreement

FIRST AMENDMENT TO CITY ATTORNEY EMPLOYMENT AGREEMENT

This first amendment ("First Amendment") to the City Attorney Employment Agreement dated April 19, 2022 ("Agreement"), by and between the City of Redlands, a municipal corporation ("City"), and Yvette M. Abich Garcia ("Employee"), is made and entered into this 5th day of July, 2023.

RECITALS

WHEREAS, with this First Amendment, it is the desire of the City and Employee to amend the terms and conditions of Employee's employment as City Attorney.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to amend the Agreement as follows:

AGREEMENT

Section 1. Section 1.4 of the Agreement is amended to read as follows:

1.4 Work Schedule. It is recognized that Employee is expected to engage in the hours of work that are necessary to fulfill the obligations of the position of City Attorney, must be available at all times and devote significant time outside of "normal" City office hours to the business of the City. Employee acknowledges that proper performance of the duties of the City Attorney will require Employee to generally observe normal business hours (currently 7:30 a.m. to 5:30 p.m., Monday through Friday in accordance with City's "9/80" work schedule), as set by the City and as may be duly revised from time-to-time by the City, and will also often require the performance of necessary services outside of normal business hours. Employee is pre-authorized to work remotely for periods of time not to exceed four (4) work days per month. Employee's compensation (whether salary or benefits) is not based on hours worked. Furthermore, the City Attorney position remains an "exempt" classification under the overtime provisions of the federal Fair Labor Standards Act ("FLSA") and Employee shall not be entitled to any compensation for overtime, nor subject to such overtime provisions of the FLSA.

Section 2. Section 2.1 of the Agreement is amended to read as follows:

2.1 Current Base Salary. Effective the first full pay period after the Employment Date, Employee shall receive Two Hundred Sixty-two Thousand Dollars ($ 262,000.00) as annual base salary ("Salary") for the City Attorney position, which shall be paid on a pro-rated basis bi-weekly at the same time as other employees of the City are paid. Employee's Salary shall be subject to normal and proper withholdings as determined by state and federal law, and as determined appropriate by the City Council, and shall be subject to payroll taxes, workers' compensation, and other payroll-related liability costs.

a. Effective the first payroll period following July 1, 2023, Employee will receive a seven percent (7%) increase to her Salary.
b. Effective the first payroll period following July 1, 2024, Employee will receive a two percent (2%) increase to her Salary over the prior year.
c. Effective the first payroll period following July 1, 2025, Employee will receive a two percent (2%) increase to her Salary over the prior year.

Section 3. Section 6.2 of the Agreement is amended to read as follows:

6.2 Paid Annual Leave. Employee shall be entitled to paid annual leave ("Annual Leave") at an accrual rate of sixteen and fifty-four hundredths (16.54) hours pro rata per pay period. Employee's Annual Leave is inclusive of all other leave benefits including, but not limited to, sick leave, executive leave, and vacation. Upon separation, for any reason, Employee shall be entitled to one hundred percent (100%) of Employee's unused Annual Leave balance then existing, at Employee's then current hourly rate of pay, subject to normal and proper withholdings as determined by state and federal law, and shall be subject to payroll taxes, workers' compensation, and other payroll-related liability costs in the same manner as other employees of the City. Upon separation, for any reason, Employee may elect to have up to one hundred percent (100%) of the unused Annual Leave deposited into an applicable deferred compensation plan at the Employee's then current hourly rate of pay. The maximum Annual Leave balance shall be nine hundred (900) hours. Employee shall not accrue Annual Leave above nine hundred (900) hours.

Section 4. Section 6.2(a) of the Agreement is amended to read as follows:

(a) Holiday Leave. Employee shall be granted the following fourteen (14) holidays: New Year's Day, Martin Luther King Day, President's Day, Cesar Chavez Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve and Christmas Day.

Section 4. Section 6.2(b) of the Agreement is replaced to read as follows:

(b) Bereavement Leave. Employee shall receive two (2) working days of paid Bereavement Leave for the death of a member of Employee's immediate family defined as spouse, children, brother, sister, grandmother, grandfather, mother-in-law, father-in-law, step-father, step-mother and step-children.

Section 5. Section 6.2(c) of the Agreement is added to read as follows:

(c) Conversion of Leave. Employee may elect to convert up to four hundred and thirty (430) hours of Annual Leave earned in the following calendar year to cash to be paid during the first week of May, the first week of September and the last week of December of each year. This election is irrevocable and may not be changed after the election is made. Only amounts earned in the current year prior to the cash out date may be elected to convert into cash. A total of fifty (50) hours of annual leave must be on the books at the time of the "cash-out" date in order for payment to be made. If Employee does not have the elected amount of hours available at the time of payout, they will be paid the hours that are available above the fifty (50) hours required to remain on the books.

Section 6. Section 6.5 of the Agreement is amended to read as follows:

6.5 Deferred Compensation. Employee is eligible to participate in the City's 457 and

401(a) deferred compensation programs. The City will contribute, annually, the sum of One Thousand One Hundred Twenty-Five Dollars ($1,125) and the sum of four percent (4%) of Employee's Salary, to Employee's 401(a) deferred compensation plan.

Section 7. Section 6.6 of the Agreement is amended to read as follows:

6.6 Automobile. Employee shall receive Five Hundred Dollars ($500.00) per month as vehicle allowance to reimburse Employee for use of a personal vehicle in connection with recognized official duties. The allowance will be paid in the regular payroll process with Salary beginning with the first payroll paid subsequent to the Employee's commencement date consistent with the payment method of allowances provided to other employees of the City. The allowance is subject to payroll taxes and other payroll-related liability costs in the same manner as other employees of the City. Employee shall be responsible for any personal income tax that may result from that reimbursement.

Section 8. Section 6.9 of the Agreement is amended to read as follows:

6.9 Business Equipment. The City will provide to Employee any job-related personal tools or equipment, such as a computer, desk, land-line phone, file cabinets, table chairs, and books that serve the professional development of Employee and/or is needed to perform Employee's functions and duties. Upon termination, for any reason, Employee shall return all business equipment to the City no later than Employee's last day of employment. The City shall provide a City-owned cell phone for City-related business and functions during, before and after normal work hours. The City shall pay for any expenses related to initial purchase, data plan, monthly service plan, insurance, and replacement due to normal wear and tear. In lieu of a city-issued cell phone, Employee may opt for a cell phone allowance of $100 per month. Employee shall follow the inventory control procedures for portable devices such as laptops and cell phones consistent with control procedures for other City employees.

Section 9. Exhibit "A" of the Agreement, entitled "Additional Benefits," is hereby amended and replaced with the Exhibit "A" which is attached hereto and incorporated herein by this reference.

Section 10. All other provisions of the Agreement shall remain unchanged by this First Amendment and in effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of July 1, 2023.

[Signatures on Next Page]

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor

EMPLOYEE

By: _____
Yvette M. Abich Garcia

ATTEST:

_____
Jeanne Donaldson, City Clerk

Exhibit "A"

Additional Benefits

- Medical Insurance – City pays the entire monthly premium for employees and their eligible dependents through PERS Health. The City shall provide a stipend of $500 per month if Employee opts out of medical insurance due to alternative medical coverage.

- Dental Insurance – City pays the entire monthly premium for employees and their eligible dependents.

- Vision Insurance - City pays the entire monthly premium for employees and their eligible dependents.

- $150 per year to offset medical insurance co-payments and/or deductibles.

- Life Insurance - $25,000

- Accidental Death & Dismemberment Insurance - $25,000

- State Disability Insurance – Premium paid by Employee.

- Credit Union

- Employee Assistance Program

- YMCA Membership-City will provide a paid annual membership for Employee to the Redlands YMCA.

- Upon retirement from the City and CalPERS, Employee will be eligible for medical coverage as provided through CalPERS. The City will contribute $397 per month towards the medical premium.

- Tuition Reimbursement - $2,500 per year reimbursement for courses successfully taken at an accredited institution.

CITY OF REDLANDS
CITY ATTORNEY EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement") is made and entered into the 19th day of April, 2022 ("Effective Date") by and between the City of Redlands, a general law city and municipal corporation ("City") and Yvette M. Abich Garcia, an individual ("Employee"). For purposes of this Agreement, City and Employee are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, the City has expressed its desire to employ the services of Employee as City Attorney of the City of Redlands as provided for by California Government Code 36505; and

WHEREAS, Employee has accepted employment as the City Attorney of the City of Redlands; and

WHEREAS, it is the desire of the City Council of City and Employee to provide, by written agreement, the terms and conditions of Employee's employment as City Attorney; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

AGREEMENT

1. Employment and Duties

1.1 Commencement. Employee shall commence service as the City Attorney for the City effective May 23, 2022 ("Employment Date").

1.2 Term. The City hereby employs Employee, as City Attorney, on an at-will basis for the term of six (6) years commencing on the Employment Date, and continuing through and including May 22, 2028.

1.3 Duties. The City Council hereby appoints Employee as the City Attorney for the City to perform the functions and duties of that position, as described in the California Government Code Sections 41801, *et seq.*, subject to the terms and conditions of this Agreement, and such other legally permissible and proper duties and functions as the City Council shall, from time to time, direct or assign to Employee. Employee agrees to perform all such functions and duties to the best of her ability and in an efficient, competent, and ethical manner.

1.4 Work Schedule. It is recognized that Employee is expected to engage in the hours of work that are necessary to fulfill the obligations of the position of City Attorney, must be available at all times and devote significant time outside of "normal" City office hours to the business of the City. Employee acknowledges that proper performance of the duties of the City Attorney will require Employee to generally observe normal business hours (currently 7:30 a.m.

to 5:30 p.m., Monday through Friday in accordance with City's "9/80" work schedule), as set by the City and as may be duly revised from time-to-time by the City, and will also often require the performance of necessary services outside of normal business hours. Employee is pre-authorized to work remotely for periods of time not to exceed two (2) work days per month. Employee's compensation (whether salary or benefits) is not based on hours worked. Furthermore, the City Attorney position remains an "exempt" classification under the overtime provisions of the federal Fair Labor Standards Act ("FLSA") and Employee shall not be entitled to any compensation for overtime, nor subject to such overtime provisions of the FLSA.

1.5 Other Activities. Employee shall focus her professional time, ability, and attention to the City's business during the term of this Agreement. Employee shall not engage, without the express prior written consent of the City Council, in any other business duties or pursuits whatsoever, or directly or indirectly render any services of a business, commercial, or professional nature, to any other person or organization, whether for compensation or otherwise, that is or may be competitive with the City, that might cause a conflict-of-interest with the City, or that otherwise might interfere with the business or operation of the City or the satisfactory performance of the functions and duties of the City Attorney.

1.6 Employment Status. Employee shall serve at the will and pleasure of the City Council and understands she shall continue to be an "at-will" employee and shall be subject to summary dismissal without any right of notice or hearing, including any so-called due process pre-disciplinary "Skelly" hearing. The City may terminate Employee at any time in accordance with Section 3.2 below.

1.7 Exemption from Personnel System. Redlands Municipal Code section 2.56.030 expressly exempts the "City Attorney" position from the City's Personnel System established in Redlands Municipal Code Chapter 2.56. Employee understands, acknowledges and agrees that Employee is exempt from the City's Personnel System.

1.8 City Documents. All data, studies, reports and other documents prepared by Employee while performing her duties during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Employee in connection with the performance of this Agreement shall be held confidential by Employee to the extent permitted by applicable law, except as may be required by any governmental agency or court of competent jurisdiction. Such materials shall not be used by Employee, without the prior written consent of the City Council, for any purposes other than the performance of Employee's duties. Additionally, no such materials may be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by (a) law, (b) any governmental agency, (c) subpoena, or (d) an order issued by a court of competent jurisdiction.

2. Compensation and Reimbursement

2.1 Current Base Salary. Effective the first full pay period after the Employment Date, Employee shall receive Two Hundred Sixty-two Thousand Dollars ($ 262,000.00) as annual base salary ("Salary") for the City Attorney position, which shall be paid on a pro-rated basis bi-weekly at the same time as other employees of the City are paid. Employee's Salary shall be subject to normal and proper withholdings as determined by state and federal law, and as determined appropriate by the City Council, and shall be subject to payroll taxes, workers' compensation, and other payroll-related liability costs.

2.2 Salary Adjustment. Following the annual performance evaluation set forth in Section 5.2 hereof, the City Council may increase Employee's base salary and benefits package based on the results of those annual reviews. Any adjustments in the base salary and/or benefits following the annual performance evaluation under Section 5.2 are not automatic and instead shall be at the sole discretion of the City Council.

2.3 Business Expense Reimbursements. The City shall reimburse Employee for reasonable and necessary travel, subsistence, and other City related business expenses incurred by Employee in the performance of her duties. All reimbursements shall be subject to and in accordance with California law, the City's adopted policies, and IRS rules for reporting compensation through payroll or reimbursement through accounts payable.

3. Termination

3.1 Termination by Employee. Employee may terminate this Agreement at any time, provided Employee provides the City with at least thirty (30) days prior written notice, unless such notice is waived in whole or in part by the City Council. In the event Employee terminates this Agreement, Employee expressly agrees that Employee shall not be entitled to any severance pay.

3.2 Termination by the City. The City may terminate this Agreement at any time, with the affirmative vote of at least a majority of the total membership of the City Council, with or without cause, by providing written notice to Employee of the same. The City's right to terminate Employee pursuant to this Section 3.2 shall not be subject to, or in any way limited by, the City's Personnel Rules and Regulations, or any subsequent related resolutions, or past City practices related to the employment, discipline or termination of the City's employees. Employee expressly waives any rights provided for the City Attorney under the City's Personnel Rules and Regulations, Municipal Code, or under other local, state or federal law related to any form of pre- or post-termination hearing, appeal, or other administrative process pertaining to termination. Nothing herein shall be construed to create a property interest, where one does not exist by rule of law, in the position of City Attorney.

(a) Termination by the City for Cause. The City may terminate this Agreement at any time by providing Employee with prior written notice of the termination for cause and the facts and grounds constituting such cause. The term "cause" shall be defined to include any sustained finding of misconduct materially related to performance of official duties, including, but

not be limited to, any of the following: (1) willful or persistent material breach of duties or inattention to duties, (2) résumé fraud or other acts of material dishonesty, (3) unauthorized or excessive absence or leave, (4) conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality) or abuse of position as City Attorney, (5) conviction of a felony under California law, (6) violation by Employee of the City's anti-harassment and anti-discrimination policies, as may be amended, (7) violation of state law, (8) use or possession of illegal drugs in violation of state law and/or City policy, (9) continued abuse of non-prescription drugs or alcohol that materially affects the performance of required duties as City Attorney, (10) engaging in conduct unbecoming for a public official or which brings disrepute to the City, (11) any illegal or unethical act involving personal gain, including conviction of theft or attempted theft, (12) Employee's significant mismanagement of City finances, (13) any pattern of repeated, willful and intentional insubordination of the City Council's lawful directives, (14) gross misfeasance or gross malfeasance, (15) failure to comply with the ICMA Code of Ethics, as may be amended; or (16) any similar lawful cause. For any of the foregoing, the City may, in its discretion, place Employee on paid or unpaid administrative leave until resolution. If the City terminates, for cause, this Agreement and the services of Employee hereunder, then the City shall have no obligation to pay Employee any severance pursuant to Section 4, below.

(b) Termination by the City without Cause. The City may terminate Employee without cause, but rather based upon any lawful management reason such as implementing the City's goals or policies, including, but not limited to: (i) change of administration, or (ii) incompatibility of management styles, or for any other lawful reason, or no publicly stated reason. In the event Employee is terminated without cause, Employee expressly agrees Employee shall not be entitled to any severance pay as the result of the termination of this Agreement except as provided in Section 4.1 below.

4. Severance

4.1 Severance Pay. In the event Employee is terminated without cause and Employee does not challenge such termination, including, but not limited to, by means of appeal or civil or administrative claim or "liberty-interest" hearing, then the City shall pay to Employee severance in an amount equal to Employee's monthly base salary (annual Salary divided by twelve (12)) then in effect multiplied by nine (9). Notwithstanding any other provision of this Section 4.1, if such proposed severance payment exceeds the amount authorized to be paid under Government Code Section 53260, then the amount paid to Employee shall be reduced in the amount necessary to comply with such statute. (Government Code Section 53260 provides all contracts of employment with a city must include a provision limiting the maximum cash settlement for the termination of the contract to the monthly salary (excluding benefits) multiplied by the number of months left on the unexpired term, but not more than eighteen (18) months if the unexpired term exceeds eighteen (18) months). The severance payment shall not include the monetary value of benefits during said time, but salary only.

4.2 No Severance Pay if Termination for Cause or Initiated by Employee. As provided in Subdivision 3.2(a), if Employee is terminated for cause, then the City shall have no obligation to pay the severance provided for in Section 4.1 above. As provided in Section 3.1, if Employee initiates termination of this Agreement, then the City shall have no obligation to pay the severance provided for in Section 4.1 above.

4.3 Sole Rights. The severance rights provided in this Section 4 shall constitute the sole and only entitlement of Employee with respect to severance pay in the event of the termination, other than for cause or by expiration of this Agreement. Employee expressly waives any and all other rights with respect to severance pay except as provided herein.

5. Performance Evaluations

5.1. Purpose. The performance review and evaluation process set forth herein is intended to provide review and feedback to Employee. Nothing herein shall be deemed to alter or change the employment status of Employee as City Attorney (as set forth in Section 1.6 above), nor shall this Section 5 be construed as requiring "cause" to terminate this Agreement, or the services of Employee hereunder.

5.2. Annual Evaluation. The City Council shall endeavor to conduct a formal or informal review and evaluate the performance of Employee on an annual basis within thirty (30) days before the anniversary date of the Effective Date of this Agreement in each year during the term hereof. Such performance review and evaluation may be conducted concurrently with an annual base salary review provided for in Section 2.2 hereof, and in accordance with the purpose noted in Section 5.1 above.

6. Benefits and Other Compensation

6.1 Professional Development. The City recognizes its obligation to the professional development of the City Attorney, and agrees Employee shall be given adequate opportunities to develop and maintain skills and abilities as the City Attorney. Employee is expected and encouraged to and does agree to participate in professional organizations and to attend local and regional meetings and conferences related to matters of interest to the City consistent with the time required for such attendance in relationship to Employee's other responsibilities as determined by the City Council. The City Council hereby agrees to budget an amount, to be determined in the exercise of its sole discretion, to pay the cost, travel and subsistence expense of Employee for professional and/or official travel, meetings, and occasions adequate to continue professional development of Employee and to adequately pursue necessary official functions for the City. All out-of-state professional and/or official travel by Employee shall be pre-approved, in writing, by City's Mayor and Mayor Pro Tem. Employee shall be responsible for maintaining any professional certifications recognized as necessary or desirable in the performance of the duties hereunder. The City agrees to pay the annual professional dues and subscriptions necessary for full participation in national, regional, state, or local associations and organizations necessary and desirable for the best interests of the City, and for Employee's continued professional participation and advancement. To authorize the City's annual costs related to Employee's continued

professional development, the anticipated costs shall be included by City in the City's adopted or amended annual budget. The City Council is the approval authority for the City's annual budget. At a minimum, that may include Employee's State Bar dues, Mandatory Continuing Legal Education (MCLE), professional dues for membership with the League of California Cities (LCC), as well as including travel expenses and registration for attendance at the annual LCC General Membership conference (LCC's Annual Conference), and the annual LCC City Attorney conference.

6.2 Paid Annual Leave. Employee shall be entitled to paid annual leave ("Annual Leave") at an accrual rate of fifteen and seven one-hundredths (15.07) hours pro rata per pay period. Employee's Annual Leave is inclusive of all other leave benefits including, but not limited to, sick leave, executive leave, and vacation. Upon separation, for any reason, Employee shall be entitled to one hundred percent (100%) of Employee's unused Annual Leave balance then existing, at Employee's then current hourly rate of pay, subject to normal and proper withholdings as determined by state and federal law, and shall be subject to payroll taxes, workers' compensation, and other payroll-related liability costs in the same manner as other employees of the City. The maximum Annual Leave balance shall be nine hundred (900) hours. Employee shall not accrue Annual Leave above nine hundred (900) hours.

(a) Holiday Leave. Employee shall be granted the following twelve (12) holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve and Christmas Day.

(b) Conversion of Leave. Employee may elect to convert up to three hundred ninety-two (392) hours of Annual Leave earned in the following calendar year to cash to be paid during the first week of May, the first week of September and the last week of December of each year. This election is irrevocable and may not be changed after the election is made. Only amounts earned in the current year prior to the cash out date may be elected to convert into cash. A total of fifty (50) hours of annual leave must be on the books at the time of the "cash-out" date in order for payment to be made. If Employee does not have the elected amount of hours available at the time of payout, they will be paid the hours that are available above the fifty (50) hours required to remain on the books.

6.3 Health and Welfare Benefits. Employee shall be entitled to certain rights and privileges regarding health, welfare and benefits as set forth in Exhibit "A" to this Agreement.

6.4 Retirement. Employee is a Classic Member, as defined by CalPERS. Accordingly, Employee shall be entitled to participate in the City's CalPERS Retirement Program with the 2% at 55 formula.

6.5 Deferred Compensation. Employee is eligible to participate in the City's 457 and 401(a) deferred compensation programs. The City will contribute, annually, the sum of One Thousand One Hundred Twenty-Five Dollars ($1,125) and the sum of two percent (2%) of Employee's Salary, to Employee's 401(a) deferred compensation plan.

6.6 Automobile. Employee shall receive Three Hundred Dollars ($300.00) per month as vehicle allowance to reimburse Employee for use of a personal vehicle in connection with recognized official duties. The allowance will be paid in the regular payroll process with Salary beginning with the first payroll paid subsequent to the Employee's commencement date consistent with the payment method of allowances provided to other employees of the City. The allowance is subject to payroll taxes and other payroll-related liability costs in the same manner as other employees of the City. Employee shall be responsible for any personal income tax that may result from that reimbursement.

6.7 Bonding. The City shall bear the full cost of any fidelity or other bonds required for Employee under any law or City ordinance.

6.8 Flexible Spending Account. The City provides a Flexible Spending Account (FSA) program at Employee's sole cost and expense (employee cost may be income tax deferred in accordance with IRS regulations). Expenses that may be reimbursed using the FSA program include childcare, medical expenses not covered by insurance plan, orthodontic work, and similar qualifying expenses.

6.9 Business Equipment. The City will provide to Employee any job-related personal tools or equipment, such as a computer, desk, land-line phone, file cabinets, table chairs, and books that serve the professional development of Employee and/or is needed to perform Employee's functions and duties. Upon termination, for any reason, Employee shall return all business equipment to the City no later than Employee's last day of employment. The City shall provide a City-owned cell phone for City-related business and functions during, before and after normal work hours. The City shall pay for any expenses related to initial purchase, data plan, monthly service plan, insurance, and replacement due to normal wear and tear. Employee shall follow the inventory control procedures for portable devices such as laptops and cell phones consistent with control procedures for other City employees.

7. Indemnification. To the extent mandated by the California Government Code, the City shall defend, hold harmless, and indemnify Employee against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of Employee's services under this Agreement. This section shall not apply to any intentional tort or crime committed by Employee, to any action outside the course and scope of Employee's employment, or any other intentional or malicious conduct or gross negligence of Employee.

8. Other Terms - Conditions of Employment. The City Council, in consultation with Employee, shall establish any such other terms and conditions of employment as it may determine from time to time, provided such terms and conditions do not exceed the maximum salary and benefits approved by the City Council and are reduced to writing and signed by Employee and the Mayor of the City.

9. General Provisions

9.1 Entire Agreement. This Agreement represents the entire Agreement and understanding between the Parties and supersedes any and all other agreements and understandings, either oral or in writing, between the Parties with respect to Employee's employment by the City and contains all of the covenants and agreements between the Parties with respect to such employment. No ordinances or resolutions of the City governing employment, including the Personnel System, shall apply unless specified herein. Each Party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either Party, or anyone acting on behalf of either Party, which are not embodied herein, and that no other agreement, statement or promises not contained in this Agreement shall be valid or binding upon either Party.

9.2 Amendment. This Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing, which amendment shall require City Council approval.

9.3 Notice. Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile, if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY:
City Clerk
City of Redlands
35 Cajon Street, Suite 200
PO Box 3005 (mailing)
Redlands, CA 92373

EMPLOYEE:
Yvette M. Abich Garcia
Address on file with City

9.4 Conflicts Prohibited. During the term of this Agreement, Employee shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Employee's duties under this Agreement. Employee shall comply with all requirements of law, including but not limited to, Sections 87100 et seq., Section 1090 and Section 1126 of the Government Code, and all other similar statutory and administrative rules.

9.5 Effect of Waiver. The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other Party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

9.6 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

9.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, which are in full force and effect as of the Effective Date of this Agreement.

9.8 Government Code Sections 53243 - 53243.4. Government Code sections 53243 - 53243.4 sought to provide greater transparency in local government and institute certain limitations on compensation paid to local government executives. Those statutes require that contracts between local agencies and certain employees include provisions requiring an employee who is convicted of a crime involving an abuse of her office or position to provide reimbursement to the local agency. Those statutes are incorporated herein by reference. Accordingly, the Parties agree that it is their mutual intent to fully comply with these Government Code sections and all other applicable law as it exists as of the date of execution of this Agreement and as such laws may be amended from time to time thereafter. Specifically, the following Government Code sections are called out and hereby incorporated by this Agreement:

Section 53243. Reimbursement of paid leave salary required upon conviction of crime involving office or position.

Section 53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.

Section 53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.

Section 53243.3. Reimbursement of non-contractual payments upon conviction or crime involving office or position.

Section 53243.4. "Abuse of office or position" defined.

Employee represents Employee has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to Employee, including that Employee agrees any cash settlement or severance related to a termination Employee may receive from the City shall be fully reimbursed to the City if Employee is convicted of a crime involving an abuse of Employee's office or position.

9.9 Independent Legal Advice. The City and Employee represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement, or had the opportunity to do so, and the City and Employee further represent and warrant that each has carefully reviewed this entire Agreement and that each and every term thereof is understood and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the Party or its representatives who drafted it or who drafted any portion thereof.

9.10 Prohibition against Assignment. Neither this Agreement nor any right, privilege or obligation of Employee hereunder shall be assigned or transferred by him without the prior written consent of the City Council. Any attempt at assignment or transfer in violation of this subsection shall, in the sole discretion of and at the option of the City Council, be null and void and may be considered a material breach of this Agreement and "cause" for termination of this Agreement.

9.11 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

IN WITNESS WHEREOF, the City of Redlands has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by the City Clerk, and Employee has signed and executed this Agreement, all in triplicate.

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

EMPLOYEE

By: _____
Yvette M. Abich Garcia

ATTEST:

By: _____
Jeanne Donaldson, City Clerk

Exhibit "A"

Additional Benefits

- Medical Insurance – City pays the entire monthly premium for employees and their eligible dependents through PERS Health. The City shall provide a stipend of $350 per month if Employee opts out of medical insurance due to alternative medical coverage.
- Dental Insurance – City pays the entire monthly premium for employees and their eligible dependents
- Vision Insurance - City pays the entire monthly premium for employees and their eligible dependents
- $150 per year to offset medical insurance co-payments and/or deductibles
- Life Insurance - $25,000
- Accidental Death & Dismemberment Insurance - $25,000
- State Disability Insurance – All costs paid by employee
- Credit Union
- Employee Assistance Program
- Upon retirement from the City and CalPERS, employee will be eligible for medical coverage as provided through CalPERS. The City will contribute $397 per month towards the medical premium.
- Tuition Reimbursement - $2,500 per year reimbursement for courses successfully taken at an accredited institution

City Council/Successor Agency Meeting **L. 3.**

DATE: 07/05/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of Memorandums of Understanding negotiated by City staff between the City of Redlands and the Redlands Professional Firefighters Association Redlands, the Redlands Police Officers Association, and the Redlands Civilian Safety Employees Association (Assistant City Manager McConnell)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

I move to approve the Memorandums of Understanding between the City of Redlands and the Redlands Professional Firefighters Association, the Redlands Police Officers Association, and the Redlands Civilian Safety Employees Association.

RECOMMENDATION:

Staff recommends that council approve the Memorandums of Understanding between the City and the Redlands Professional Firefighters Association, the Redlands Police Officers Association, and the Redlands Civilian Safety Employees Association.

DISCUSSION:

The City's negotiating team and members of the Redlands Professional Firefighters Association, the Redlands Police Officers Association, and the Redlands Civilian Safety Employees Association have met to negotiate their Memorandums of Understanding (MOUs) for the period of July 1, 2023 through June 30, 2026.

All represented units received a seven percent salary increase for the first year of the contract and two percent salary increases in both years two and three. Other changes include elimination of the two-tier benefit contributions, increases in deferred compensation, the establishment of a medical trust for retiree health, increases in vacation accruals, and the addition of educational, training, and professional development incentives.

The parties have reached agreement and the MOUs have been prepared and are attached for the City Council's consideration.

ALTERNATIVES:

N/A

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Janice McConnell, Assistant City Manager

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
James Garland, Assistant Director, Finance
Joseph Valdivia, RPOA President
Brent Fuller, RPFA President
Amy Varela, RCSEA President

PREPARED BY:
Tommi Ng, Assistant Director, Human Resources/Risk Management

---

Fiscal Impact

Fiscal Year:	FY2024-26
Revenue Generating:	No
Appropriation Required Y/N:	No
Account No.:	Various
Discussion:	

Summary of Financial Impact:

	FY2024	FY2025	FY2026	3-Year Total
General Fund	**$4,066,180**	**$4,749,224**	**$5,372,909**	**$14,188,313**

Notes:

1. The Fiscal Impact above relates specifically to the RPOA, RPFA, and RCSEA MOU's.
2. These amounts include base salary increases, elimination of the two-tier benefit contributions, and other MOU incentives.
3. Calculations include fully burdened staffing costs such as base salaries, pension costs, and other employer-paid benefits.

Staff will incorporate the financial impact above in the 2023-2024 mid-biennium review process. During this review, staff will be updating revenue and expenditure projections accordingly. Additional appropriations will also be made, if warranted, and taken to the City Council for consideration.

Attachments

RPOA MOU Redline
RPOA MOU 23-26
RPFA MOU Redline
RPFA MOU 23-26
RCSEA MOU Redline
RCSEA MOU 23-26
Salary Range Tables 23-24

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF REDLANDS

AND

Redlands Police Officers Association

JULY 1, 2023 – JUNE 30, 2026

MEMORANDUM OF UNDERSTANDING

BETWEEN

City of Redlands

AND

Redlands Police Officers Association

July 1, 2023 – June 30, 2026

Article 1: Term Of Agreement 4
Article 2: Preamble 4
Article 3: Recognition 4
Article 4: Salaries 4
Article 5: Retirement 4
Article 7: Post Certification Pay 5
Article 8: Overtime Compensation 5
Article 9: Reimbursement of Educational Expenses 6
Article 10: Mobile Device Pay 7
Article 11: Bilingual Pay 7
Article 12: Court Pay/Call Back Pay 7
Article 13: Longevity Pay (City of redlands) 8
Article 14: Crime Scene Technician Pay 8
Article 15: Field Training Officer Pay 8
Article 16: Shift Differential Pay 8
Article 17: 401 A Plan 8
Article 18: Representation 9
Article 19: health Benefits 9
Article 20: Dental Insurance 9
Article 21: Vision Insurance 9
Article 22: Retiree Insurance Benefits 9
Article 23: Life insurance 10
Article 24: State Disability Insurance 10
Article 25 Vacation 11
Article 26: Accrued Vacation Time Sell Back 11
Article 27: Sick Leave 11
Article 28: Holidays 12
Article 29: Bereavement leave 12
Article 30: Military Leave 12
Article 31: Compensatory Time off 13
Article 32: Leave of Absence without Pay 13
Article 33: Family Leave 13
Article 34: Workweek 13
Article 35: Police Duty-Other than Municipal Duty 13
Article 36: Corporal Rank 14
Article 37: Lateral Hire Incentive Policy 14

Article 38: Longevity Pay (PEACE OFFICER) *14*
Article 39: K-9 Pay *15*
Article 40: No Strike Provisions *15*
Article 41: Prevailing Benefits *15*
Article 42: Savings Clause *15*
Article 43: Management Rights *16*
Article 44: Death of Employee *16*
Article 45: Zipper Clause *16*
Article 46: Release Time *16*
Article 47: Working Out of Classification *16*
Article 48: Reopeners *17*
Article 49: Employee Conduct, Discipline and Grievance Procedures *17*
Article 50: Third Party Arbitration Process for Disciplinary Appeals and Greivance Appeals *21*
Article 51: Grievance Procedures *24*
Article 52: Signatures *26*

Article 1: Term Of Agreement

Except where expressly stated otherwise herein, the City and Association agree that the provisions of this Memorandum of Understanding (MOU) shall become effective on July 1, 2023 and shall expire on June 30, 2026.

Article 2: Preamble

It is the intent and purpose of this MOU to set forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding, but not limited to, matters relating to the wages, hours, and terms and conditions of employment between the City of Redlands (hereinafter referred to as "City") and the Redlands Police Officers Association (hereinafter referred to "Association").

Article 3: Recognition

The Redlands Police Officers Association is the recognized employee organization for all sworn personnel (hereinafter referred to as "affected employees" or "unit members") employed in the Police Department except for those employees occupying the classifications of Lieutenant, Captain, Commander, Deputy Chief and Chief of Police.

Article 4: Salaries

Effective the first full pay period after July 1, 2023, all unit members shall receive a seven percent (7%) increase to base salary over the prior year.

Effective the first full pay period after July 1, 2024, all unit members shall receive a two percent (2%) increase to base salary over the prior year.

Effective the first full pay period after July 1, 2025, all unit members shall receive a two percent (2%) increase to base salary over the prior year.

Article 5: Retirement

Classic Members

A. All unit members other than "new members" as defined by the PEPRA and/or California Government Code section 7522.04 (f) shall individually pay 9% of "compensation earnable" as defined in Government Code Section 20630, representing the member employee's contribution to CalPERS. These contributions shall, at the time of termination, belong to the employee. All other required contributions to CalPERS for unit members other than "new members" as defined by the PEPRA and/or California Government Code section 7522.04 shall be made by the City.

B. Only as to unit members hired prior to January 1, 2013 or otherwise defined by PEPRA as a Classic Member, the City shall individually provide the following provisions in its contract with the PERS retirement system:

3% @ 50 Retirement Formula
Survivor Continuance
Highest Single Year

New Members

C. The Public Employees' Pension Reform Act (PEPRA) and Application to PEPRA Defined "New Members"

Unit members who are "new members" as defined by the PEPRA and/or California Government Code Section 7522.04(f), shall be required to pay a PERS member contribution in an amount equal to 50% of the normal cost rate for the Defined Benefit Plan provided for by PEPRA, in which the new member is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater, pursuant to Government Code Section 7522.30.

Those new members shall be enrolled in the 2.7% at 57 Benefit Plan, as provided for in Government Code Section 7522.25(e), with a final compensation measurement period of 36 consecutive months as set forth in Government Code Section 7522.32(a), and their retirement benefits shall be calculated based on "pensionable compensation" (Section 7522.10) rather than compensation earnable (Section 20636).

All Unit Members

D. To the extent permitted by law, retirement contributions herein made by the employees shall be made on a pre-tax basis.

E. The City shall report to CalPERS as compensation only the percent, if any, of the Member contribution funded by the City.

Article 6: Uniform Allowance

Upon completion of six (6) months of employment within a Police Department classification, employees in the unit will be provided with a uniform allowance in the amount of thirty two hundred dollars ($3200) per year. The uniform allowance shall be paid as follows: fifty percent (50%) paid the first week in January of each year and fifty percent (50%) paid the first week in July of each year.

For all unit members other than "new members" (as defined by the PEPRA or Government Code Section 752204(f)), the above amounts shall be reported to CalPERS as special compensation.

Every five (5) years, the City shall reimburse members for the purchase of a custom-fitted load-bearing vest carrier of similar quality to the Blankenship Police Supply Tactical, one pair of high-quality service boots meeting OSHA service requirements, and one pair of safety glasses, collectively in a total amount not to exceed one thousand one hundred dollars ($1100). Unit members must provide detailed receipts of purchase for all of the above items at the same time to Human Resources to begin the reimbursement process.

Article 7: Post Certification Pay

Effective the first full pay period after July 1, 2023, members of the unit shall be eligible for an increase in base salary when a POST certificate is earned under the following schedule:

BASIC POST CERTIFICATE	5% of base salary
INTERMEDIATE CERTIFICATE	14% of base salary
ADVANCED CERTIFICATE	22.5% of base salary

(The above percentages shall not be compounded upon each other.)

Unit members shall be responsible for submitting their POST Certification to Human Resources. Compensation will be effective the first full pay period following submission of POST Certification to Human Resources.

Article 8: Overtime Compensation

A. FLSA Overtime

The City provides a 3/12.5 work schedule as set forth in Article 31 of this MOU. Accordingly, the

City has also previously elected a FLSA 7(k) work period of 28 days (maximum non-FLSA overtime hours of 171) as applicable to all law enforcement personnel in the represented unit. Payroll will provide RPOA with a 28 day pay period calendar by December 15 of the year prior for the entire next calendar year. For example, RPOA will receive a list of 2024 calendar year 28 day pay periods by December 15, 2023.

The City shall pay each employee premium overtime compensation (time and one-half the employee's regular rate of pay, as that term is used in the Fair Labor Standards Act) for all hours worked in excess of 171 hours under the FLSA 7(k) 28 day work period.

All paid leaves, including, but not limited to, vacation leave, compensatory time off, holiday leave, sick leave and industrial injury (IOD) leave shall not be counted as hours worked towards reaching the 171 hour FLSA 7(k) overtime threshold.

B. Pay Back Hours

In an attempt to provide balanced paychecks to RPOA members during each pay period, the City agrees to pay five (5) "pay back hours" to members every pay period in which a payback shift is worked. Members shall bank *5* (five) straight hours of pay back hours to be paid on the paycheck where the member did not work the "pay back shift". The pay back hours shall only be counted as hours worked towards reaching the 171 hour FLSA 7(k) overtime threshold if the member actually worked those hours in the 28 day work period; and shall be counted in the pay period in which the banked hours were worked, not necessarily in the pay period in which the hours are paid.

C. Agreed Upon Overtime

The City shall pay each unit member "agreed upon" overtime compensation at a rate of time and one-half the employee's regular rate of pay, as that term is used in the FLSA, for the following hours worked:

1. Daily Overtime – Hours worked in excess of the employee's scheduled shift.
2. Court Pay/Call Back Pay - As defined in Article 12.
3. Billed Overtime – Hours worked which are 100% compensated at a 1.5 times regular hourly rate by a third party.
4. Non-Regularly Scheduled Shift Hours – Hours worked on a shift that is not scheduled in the unit member's regularly scheduled workweek.

ARTICLE 9: REIMBURSEMENT OF EDUCATIONAL EXPENSES

Each unit member enrolled in a degree program on or before November 4, 2014, shall be entitled to tuition reimbursement for courses, books, and other learning aid while attending an accredited school of higher learning. The course(s) must be career related, must be necessary for obtaining a degree, must be pre-approved by the unit employee's department head and the unit employee must earn a passing grade to receive reimbursement.

Those unit members enrolled in a degree program on or before November 4, 2014 shall receive 100% reimbursement for the actual cost of degree program-related fees, including tuition and books, in an amount charged by the University of California, Riverside, for the same or similar courses.

Unit members enrolled in a degree program after November 4, 2014 shall receive 100% reimbursement for the actual cost of degree program-related fees, including tuition and books, in an amount charged by the University of California,

Riverside, for the same or similar courses. However, any such unit member shall not receive reimbursement in excess of Two Thousand dollars ($2,000) in any one fiscal year.

Upon the approval of the Chief of Police or his/her/their designee and the Human Resources Director, a unit member may use up to one-thousand dollars ($1,000.00) per year of their available $2,000 per fiscal year tuition reimbursement for attendance at a seminar or conference for the purpose of professional development. That $1,000 per year amount may be applied for hotel and travel expenses related to the attendance at such a seminar or conference.

Unit members are responsible for coordinating approval and/or any request for time off of work with the Department Head or his/her designee.

ARTICLE 10: MOBILE DEVICE PAY

All unit members who are required to carry a mobile device for the benefit of the City shall receive one hundred dollars ($100) per month in addition to their regular base salary. The department head shall determine which members shall be required to carry mobile devices. All employees receiving this incentive shall be required to carry the mobile device at all times.

ARTICLE 11: BILINGUAL PAY

Unit members are eligible for bilingual pay in accordance with the City's Bilingual Pay Program and as set forth below. Authorized employees shall receive additional compensation in the amount of One Hundred Dollars ($100) per month.

Up to 16 officers will be eligible to receive bilingual pay for Spanish, at the discretion of the Chief of Police or his/her/their designee.

For Chinese, Arabic, Vietnamese, Indonesian, and Tagalog, the Police Chief has the discretion to approve up to 2 officers for each language; for other languages, the Police Chief has the discretion to approve up to 1 officer; the Police Chief can make recommendation(s) for additional persons to be approved or denied by Human Resources.

All officers approved for bilingual pay must take and pass appropriate testing administered by Human Resources.

ARTICLE 12: COURT PAY/CALL BACK PAY

A. Unit members who are called to duty or who actually appear pursuant to a lawfully issued subpoena to testify during their off-duty hours shall be compensated for all hours actually worked plus three (3) hours, at time and one- half (1 1/2) their regular rate of pay. Unit members who work a night shift which ends on the day of a court appearance shall be compensated as set forth above unless their shift is extended for a call for service or other emergency up to the time subpoenaed for court.

B. A unit member whose work schedule is changed with less than seventy-two (72) hours advance notice, except in the event of a bonafide emergency situation, (i.e., earthquake, flood or natural disaster) shall be paid for all hours worked, plus three hours at time and one half the employee's regular rate of pay, for each such shift.

C. A unit member who is scheduled for duty, physically in the building prior to his or her shift, and who is called to work early shall not be deemed to have been called to duty and shall not be eligible for the three (3) hours compensation at time and one-half the employee's regular rate of pay. In lieu thereof, that employee shall be entitled to overtime compensation at time and one-half the employee's regular rate of pay for all hours worked prior to the commencement of his or her regularly scheduled shift.

D. Unit members who so elect may, in lieu of receiving compensation for court pay/call back pay, apply those hours for which they would be compensated to the 5 "additional" hours per pay period associated with the 3/ 12 work schedule.

ARTICLE 13: LONGEVITY PAY (CITY OF REDLANDS)

Effective January 16, 2018, after fourteen (14) years of continuous service with the City of Redlands, unit members shall advance to Step "5" on the salary resolution for their classification, which shall be a minimum of 5% higher than Step 4. This increase will be effective at the beginning of the pay period closest to the first day of their 15th year of service.

In the event that a unit member is not at the 4th Step when he/she is eligible for the 5th Step after fourteen (14) years of service, the employee will advance to the next step in their salary range, and continue to advance based on merit until the employee reaches the 5th Step.

Effective January 16, 2018, after nineteen (19) years of continuous service with the City of Redlands, unit members shall advance to Step "6" on the salary resolution for their classification, which shall be a minimum of 3% higher than Step 5. This increase will be effective at the beginning of the pay period closest to the first day of their 20th year of service.

The modifications made to this section in the 2023 MOU are for clarification only and not intended to substantively change the benefits provided herein.

ARTICLE 14: CRIME SCENE TECHNICIAN PAY

Unit members in the unit assigned to Crime Scene Technician duty shall be compensated with an additional one and one-half hours of pay per pay period at time and one-half. Eligibility for Crime Scene Technician Pay will be determined by the Police Chief or his/her designee.

ARTICLE 15: FIELD TRAINING OFFICER PAY

When a unit member is assigned to be a Field Training Officer (FTO), during the time that a sworn police trainee is assigned to the FTO, the FTO shall be eligible to receive FTO pay in the amount of five percent (5%) of base salary per pay period at straight time.

ARTICLE 16: SHIFT DIFFERENTIAL PAY

All employees who work a majority (51% or more) of their assigned shift between the hours of 5:30 PM and 7:30 AM shall receive shift differential pay equal to 2.5% of their base salary plus any POST Certificate Pay for their entire work shift. This shift differential pay shall be provided for any shift, regardless of overtime, an otherwise worked shift, or the employee's regular schedule.

ARTICLE 17: 401 A PLAN

The City agrees to make a contribution in January of each year, on behalf of each Unit employee in the amount of one thousand, two hundred dollars ($1,200) per year to the employee's City sponsored 401(a) deferred compensation plan. For new Unit employees, and employees transferring into the Unit, the amount shall be prorated on a monthly basis for period of service within Unit.

ARTICLE 18: REPRESENTATION

The City agrees that any Unit employee involved in or witness to a lethal force encounter shall be provided with a legal representative upon request prior to any questioning and/or prior to providing a verbal or written statement.

ARTICLE 19: HEALTH BENEFITS

A. The City shall contribute directly to CalPERS on behalf of each employee three hundred and ninety-seven dollars ($397.00) per month pursuant to Resolution No. 4572, adopted by the City Council on September 5, 1989. In addition, the City shall contribute an amount through the City's cafeteria plan that is equal to the difference between the City's minimum contribution and the following amounts:

	July 1, 2023	January 1, 2024	January 1, 2025
Employee Only	$ 750	$ 775	$ 800
Employee +1	$ 1,500	$ 1,550	$ 1,600
Family	$ 1,950	$ 2,025	$ 2,100

B. City contributions to the cafeteria plan may be used toward available cafeteria benefits, including City medical premiums, expenditures covered under Flexible Spending Accounts, and post employment health plan.

C. The city agrees to provide a stipend of $350.00 on a monthly basis for those employees with alternative medical coverage who opt for the stipend in lieu of the medical insurance benefit.

ARTICLE 20: DENTAL INSURANCE

The City agrees to pay the full monthly premium for dental insurance under the Principal Financial dental plan, or its equivalent, for each unit member and their eligible dependents.

ARTICLE 21: VISION INSURANCE

The City agrees to contribute the entire monthly premium for unit members and their eligible dependents for a vision insurance plan with VSP Vision Services or its equivalent.

ARTICLE 22: RETIREE INSURANCE BENEFITS

A. **For all unit members** who qualify as an "annuitant" under PEMHCA, the City will contribute directly to CalPERS on behalf of each annuitant three hundred and ninety-seven dollars ($397) per month pursuant to Resolution No. 4572, adopted by the city council on September 5, 1989.

B. **For unit members hired prior to November 4, 2014**, upon service or disability retirement under the PERS retirement plan, or in the event of the death of an employee prior to retirement, employees who have served a minimum of fifteen (15) years of service with the City of Redlands and who qualify as annuitants under PEMHCA, the City shall contribute to a retiree health savings account the difference

between the PEMHCA minimum and the cost of medical, dental and vision insurance premiums for the employee, spouse and eligible dependents under the Association's current medical insurance program existing at the time of retirement ("lifetime health insurance"). This lifetime health insurance shall be at no cost to the retired employee and shall cover the employee, spouse and eligible dependents.

In the alternative, at the sole discretion of the unit member, those unit members hired prior to November 4, 2014, upon service or disability retirement under the PERS retirement plan, or in the event of the death of an employee prior to retirement, employees who have served a minimum of fifteen (15) years of service with the City of Redlands, may elect to cash in unused sick leave at two percent (2%) for each year's service at the prevailing hourly rate.

At retirement, unit members hired prior to November 4, 2014, but with less than fifteen (15) years service with the City have the option of cashing in unused sick leave at the prevailing hourly rate for future medical for employee and eligible dependents until said funds are exhausted or cash in unused sick leave, at the prevailing hourly rate, at two percent (2%) for each year of service with the City. In the event that the employee dies prior to exhaustion of the cash value of said benefits, the remaining cash value may be applied towards the premiums of covered dependents until exhausted, subject to the conditions and limitations of the applicable insurance policy.

C. **Unit members hired after November 4, 2014** who achieve fifteen (15) years of service and who qualify as an annuitant under PEMHCA shall be entitled to a "medical bridge" program for themselves upon retirement from the City until they become Medicare-eligible. Under the "Medical Bridge," the City will contribute the difference between the PEMHCA minimum and the cost of employee-only coverage for the least expensive equivalent health, vision and dental insurance plan as provided by the City to its then existing unit members through the CalPERS medical plan until the employee reaches the age of Medicare eligibility at which time the benefit will cease and employees will only receive the three hundred and ninety-seven dollars ($397.00) per month pursuant to Resolution No. 4572, adopted by the City Council on September 5, 1989. Unit employees who receive the medical bridge program can select coverage for dependents, however, the additional cost must be paid for by the respective Unit employee and will not be paid for by the City.

D. **Unit members hired after November 4, 2014** who do not achieve fifteen (15) years of service shall only be entitled to receive the three hundred and ninety-seven dollars ($397.00) per month pursuant to Resolution No. 4572, adopted by the City Council on September 5, 1989.

No change made to this MOU (July 1, 2023-June 30, 2026) is intended to negatively affect or diminish any rights of employees for whom the Association is or was the recognized employee organization regardless of whether they retired prior to the effective date of this MOU.

ARTICLE 23: LIFE INSURANCE

The City agrees to continue to provide life insurance coverage in the amount of twenty-five thousand dollars ($25,000) per unit member. Unit members at their option and expense will be allowed to purchase additional increments of life insurance at the City's lower group rate.

ARTICLE 24: STATE DISABILITY INSURANCE

Participation in the State Disability Insurance (SDI) program shall be optional and all costs, funding, and premiums associated with participation in SDI shall be paid entirely by the participating unit members.

ARTICLE 25 VACATION

Vacation shall accrue for unit members based on the following schedule:

YEARS/MONTHS YEARS OF SERVICE	HOURS
1 - 4 (0-59 months)	80
5-6 (60-83 months)	120
7 -8 (84 – 107 mos.)	128
9 –10 (108-131 mos.)	136
11–12 (132–155)	144
13 – 14 (156-179)	152
15 – 16 (180-203)	160
17 – 18 (204-227)	168
19+(228 months+)	176

ARTICLE 26: ACCRUED VACATION TIME SELL BACK

On November 30th of each year, unit members who have utilized any portion of their floating holidays, shall deposit all vacation hours over 300 into the 401(a) plan up to the maximum allowed by law. If more than 300 hours remain in a unit member's bank, including after the 401(a) conversion, those hours will remain in the bank for future use or conversion.

On November 30th of each year, unit members may make an irrevocable election to cash out vacation hours earned in the following year. Only hours earned in the following year may be paid out. The payout will be made the following December. The election is irrevocable and cannot be changed once the election is made.

All cashed out or converted hours will be paid at the unit member's regular FLSA rate including any eligible post certification pay.

ARTICLE 27: SICK LEAVE

A. ACCRUAL: Sick leave shall be accrued on an hourly basis at the rate of eight (8) hours per calendar month of service.

B. BUY-BACK: In November of each calendar year, each unit member may elect to be paid for each sick leave day accumulated during the following calendar year, according to the following table:

YEARS OF SERVICE	MAXIMUM BUY-BACK HOURS PER YEAR
2-6	48
7	56
8	64
9	72
10	80
11	88
12	96

The payment of hours will occur in November of the following year at his/her current FLSA regular rate of

pay. The election is irrevocable and may not be changed once the election is made. A total of one (1) year's accumulation must be on the books prior to any compensation being paid.

In an attempt to attract competitive, experienced candidates with previous law enforcement experience, the Police Chief, with approval by the City Manager, may advance service credit for the purpose of sick leave buyback to new employees at time of hire.

ARTICLE 28: HOLIDAYS

The holidays which will be honored for employees in the unit will include the following, along with any additional day as designated by action of the City Council:

New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Cesar Chavez	March 31st
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving Day	Fourth Friday in November
Christmas Eve	December 24th
Christmas Day	December 25th
Two Floating Holidays	

Unit members shall not be allowed to carry holidays over from one calendar year to the next. Holidays not taken by December 31st of any given year shall be paid off during January of the year following the year in which the holidays were accrued. Holidays shall be paid at the rate of pay applicable to the shift to which the employee is regularly assigned and shall include supplemental pay (POST certification pay) which may apply to the specific officer. The City will report to CalPERS the Holiday Cash Out amounts. This amount is derived from an employee's left over Holiday Cash Out amount and paid at the FLSA regular rate of pay. The City will report the Holiday Cash Out on an annual basis to CalPERS in January of each year.

Holiday pay shall be compensated at ten (10) hours per holiday. Those employees working more than ten (10) hours per day (flexible work schedule) have the option of being compensated for the remaining hour/hours with accrued compensatory time, accrued floating holiday hours or accrued vacation.

ARTICLE 29: BEREAVEMENT LEAVE

Unit members who suffer a death in their immediate family shall receive four (4) days paid bereavement leave per incident. In addition, eligible employees may be allowed to use accrued sick leave with full pay not to exceed three (3) days. Immediate family shall be defined as the following relatives to either the employee or spouse/registered domestic partner: spouse, child, parent, grandparent, grandchild, brother and sister.

ARTICLE 30: MILITARY LEAVE

The City and the Association agree to adhere to all provisions of Federal and State regulations pertaining to military

leave.

ARTICLE 31: COMPENSATORY TIME OFF

Effective July I, I980, the City shall provide each unit member with the option, at the discretion of the employee, of receiving overtime compensation in the form of compensatory time off (CTO) or cash. Unit members shall be authorized to accumulate no more than three hundred twenty (320) hours of CTO during any calendar year. If at any time during a calendar year, a unit member has already accumulated three hundred twenty (320) hours of compensatory time, then overtime payments shall be made in cash.

Consistent with both the reasonable requirements of police administration and the provision of this paragraph, unit members shall be authorized to utilize the accumulated CTO for any purpose.

Unit members shall be granted the use of compensatory time off when the request to do so is provided to the Department in a reasonable amount of time. Requests for use of compensatory time off may only be denied when the request would unduly disrupt the operation of the Department.

The City agrees that it shall be at the discretion of the unit member to use compensatory time off in lieu of vacation or holiday time.

ARTICLE 32: LEAVE OF ABSENCE WITHOUT PAY

If a unit member takes more than seven (7) accumulated days of leave without pay in a calendar year, commencing at the beginning of the eighth (8th) day of leave without pay and any day of leave without pay thereafter during the calendar year, sick leave and vacation accruals will be adjusted proportionately to eliminate benefit accruals for any day an employee is on leave without pay status.

ARTICLE 33: FAMILY LEAVE

The City will grant family leave in accordance with the Moore-Brown-Roberti Family Rights Act of 1993 (also known as the California Family Rights Act) and the Federal Family and Medical Leave Act.

ARTICLE 34: WORKWEEK

All unit members assigned to one of the Patrol Teams shall work a 3/12 work week consisting of three (3) consecutive work days of 12.5 (twelve and one-half) consecutive work hours, followed by four (4) consecutive days off each week (except instances of shift rotation).

Each unit member shall also work an additional 10 (ten) hour day in each 28 (twenty-eight) day period.

The scheduling of the 10 (ten) hour day shall be at the department's discretion, but every effort will be made to schedule these hours on day/days that is/are contiguous with the Officer's scheduled workweek. Department necessity will be the standard for scheduling of these hours.

All unit members assigned to a unit other than one of the regular Patrol Teams shall work a 4/10 consisting of four (4) consecutive workdays of ten (I0) consecutive hours followed by three (3) consecutive days off each week or Patrol's 3/12 schedule at the discretion of the Chief.

ARTICLE 35: POLICE DUTY-OTHER THAN MUNICIPAL DUTY

Effective January 1, 1977, a unit member who performs services for an individual or organization other than the City of Redlands for which the City of Redlands has the right to bill for such services shall be paid at the rate of one and one-half times (1 1/2) the then existing hourly rate of the affected employee performing the service.

ARTICLE 36: CORPORAL RANK

The City and the Association agree that the rank of Police Corporal shall be assigned the same base wage range as that assigned to the rank of Detective.

ARTICLE 37: LATERAL HIRE INCENTIVE POLICY

In an attempt to attract competitive, experienced candidates with previous law enforcement experience, the Police Chief, with approval by the City Manager, may advance the following to new unit members at time of hire:

A. Sick Leave: An immediate sick leave accrual balance, not to exceed a maximum of 96 hours;

B. Vacation: An immediate vacation accrual balance not to exceed the equivalent of the new employee's annual accrual rate for vacation earned at the time of separation of employment with his or her former agency;

C. Accelerated Vacation Accrual: Accelerating the vacation accrual rate of the new employee by providing him or her credit for service with his or her former agency for purposes of vacation accrual only, not to exceed the maximum of the number of years of service with the former agency(s).

Upon five years of service with the City of Redlands, lateral unit members who have years of service as a peace officer (as defined in Penal Code section 830.1) in the State of California will be allowed to count their years of service for accrual rates for vacation and sick leave.

ARTICLE 38: LONGEVITY PAY (PEACE OFFICER)

A. For unit members hired prior to January 16, 2018, the City agrees that unit employees who have a combination of fourteen (14) years of continuous service either with the City of Redlands or as a peace officer (as defined in Penal Code section 830.1 to 830.4) in the State of California, shall advance to Step "5" on the salary resolution for their classification, which shall be a minimum of 5% higher than Step 4. This increase will be effective at the beginning of the pay period closest to the first day of their 15th year of service.

   In the event that a unit member is not at the 4th Step when he/she is eligible for the 5th Step, after fourteen (14) years of service, the unit member will advance to the next step in their salary range, and continue to advance based on merit until the employee reaches the 5th Step.

   The City agrees that unit members hired prior to January 16, 2018 who have a combination of nineteen (19) years of continuous service either with the City of Redlands or as a peace officer (as defined in Penal Code section 830.1 to 830.4) in the State of California shall advance to Step "6" on the salary resolution for their classification, which shall be a minimum of 3% higher than Step 5. This increase will be effective at the beginning of the pay period closest to the first day of their 20th year of service.

   In the event that a unit member is not at the 5th Step when he/she is eligible for the 6th Step, after nineteen (19) years of service, the unit member will advance to the next step in their salary range, and continue to advance based on merit until the employee reaches the 6th Step.

B. For unit members hired after January 16, 2018

The City agrees that unit members hired after January 16, 2018 who have at least five (5) years of continuous service with the City of Redlands and a combination of fourteen (14) years of continuous service with the City of Redlands and/or as a peace officer (as defined in Penal Code section 830.1 to 830.4) in the State of California shall advance to Step "5" on the salary resolution for their classification, which shall be a minimum of 5% higher than Step 4. This increase will be effective at the beginning of the pay period closest to the first day of their 15th year of service.

In the event that a unit member is not at the 4th Step when he/she is eligible for the 5th Step, after fourteen (14) years of service, the unit member will advance to the next step in their salary range, and continue to advance based on merit until the employee reaches the 5th Step.

The City agrees that unit members hired after January 16, 2018 who have at least five (5) years of continuous service with the City of Redlands and a combination of nineteen (19) years of continuous service with the City of Redlands and/or as a peace officer (as defined in Penal Code section 830.1 to 830.4) in the State of California shall advance to Step "6" on the salary resolution for their classification, which shall be a minimum of 3% higher than Step 5. This increase will be effective at the beginning of the pay period closest to the first day of their 20th year of service.

The modifications made to this section in the 2023 MOU are for clarification only and not intended to substantively change the benefits provided herein.

ARTICLE 39: K-9 PAY

Unit members while assigned to a K-9 Assignment shall receive extra compensation in the form of 3.5 hours of compensatory time off, banked for each pay period during the K-9 Assignment.

ARTICLE 40: NO STRIKE PROVISIONS

The Association agrees that it will not authorize, instigate, aid, condone, or engage in any strike which will interrupt or interfere with the operation of the City. The City places the Association on notice of its intention and right to terminate any employee who instigates or engages in any strike or work stoppage which interrupts or interferes with the operation of the City.

ARTICLE 41: PREVAILING BENEFITS

Except as provided herein, all wages, hours and other terms and conditions of employment presently enjoyed by employees in the unit shall remain in full force and effect during the term of this MOU, unless mutually agreed to by both parties.

ARTICLE 42: SAVINGS CLAUSE

Should any provision of this agreement or the application of such provision be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the City and Association shall meet and confer immediately upon what constitutes an equivalent benefit to that which was determined to be unlawful. Such equivalent benefit will be implemented retroactive to the date the old benefit ceased. The remaining parts or portions of the Agreement shall remain in full force and effect.

ARTICLE 43: MANAGEMENT RIGHTS

The authority of the City includes the exclusive right to determine the mission of its constituent department, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; exercise complete control and discretion over its organization and the technology of performing its work; provided, however, that the exercise and retention of such rights does not preclude employees or their representatives from requiring employer to meet and confer regarding decisions that may have an effect on wages, hours and working conditions. By agreeing to this provision, neither of the parties intend to waive or limit, in any way, any rights they may have under existing law, including, but not limited to the Meyers- Milias Brown Act (Government Code Section 3500 *et seq.)*

ARTICLE 44: DEATH OF EMPLOYEE

If a unit member dies while on duty, the City shall calculate compensation for the entire shift. The eligible dependents of deceased unit members shall be entitled to benefits as follows:

Sick leave accruals, lifetime medical insurance and other applicable benefits shall be calculated and/or compensated according to the eligibility requirements stated in the current MOU.

In the event the deceased unit member qualified for a service retirement (i.e. age 50 and with a minimum of five (5) years of service with the City), the City shall calculate and/or compensate benefits in the same manner as an employee service retirement.

The City will inter at Hillside Cemetery, at no cost to the unit member or his/her family, any active unit member who dies in the line of duty, or dies from any disease that is recognized by the State of California as being associated with the job of being a public safety officer.

ARTICLE 45: ZIPPER CLAUSE

The City and the Association agree that all negotiable items have been discussed during the negotiations leading to this MOU, including salaries and benefits, and conditions of employment, and therefore the City and the Association further agree that negotiations will not be reopened on any item during the term of this MOU, except by mutual agreement of the City and the Unit, or as expressly provided otherwise in this MOU.

ARTICLE 46: RELEASE TIME

The City shall provide a total not to exceed 300 hours per year of paid release time from duty for the conduct of any Association activities as determined in the sole discretion of the Association. An Association member's time in labor negotiations with the City shall not be included in the 300-hour allocation. The Association shall provide the City with notification of its intent to utilize release time to the Human Resources Division at least seven (7) days prior to the usage.

ARTICLE 47: WORKING OUT OF CLASSIFICATION

Unit members temporarily required to perform the duties of a higher classification for at least one work week shall receive additional compensation equal to five percent (5%) of the unit member's regular rate of pay for all hours in

which that member is temporarily required to perform the duties of a higher classification. When a vacancy exists which requires a unit member to perform the duties of a higher classification, that unit member shall have the right to fill such vacancy for the duration of the work week.

ARTICLE 48: REOPENERS

At the request of the Association, and upon mutual agreement of the parties, one or more terms of this MOU may be reopened for further discussion. The lack of mutual agreement to reopen shall not be subject to the grievance procedure, unfair labor practices before PERB, and/or court action.

ARTICLE 49: EMPLOYEE CONDUCT, DISCIPLINE AND GRIEVANCE PROCEDURES

SECTION 1 Definition and Objective of Discipline

Discipline is the enforcement of conformity to policies, rules and regulations and other administrative or legal requirements or practices designed to maintain standards of cooperation and conduct necessary to successfully carry out the service mission of the City organization. The terms "Discipline" and "Disciplinary action" as used herein are intended to be consistent with the term "punitive action" as defined in Government Code section 3303, "any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment." Nothing in this section is intended to waive or in any way diminish an employee's rights under the law, including, but not limited to the Public Safety Officers Procedural Bill of Rights Act (Government Code section 3300 *et* seq, "POBRA") and any conflict between these procedures and POBRA shall be resolved in favor of POBRA. Self-discipline or self-conformity is the goal of this section. Where self-discipline fails, disciplinary action is authorized and shall be accomplished in such a manner as to be just, equitable, consistent, and suited to the situation. The disciplinary action, when taken shall be documented in such a manner as to be defensible on appeal and/or review.

In all instances where disciplinary action is contemplated, with the exception of a written reprimand or probationary rejections, permanent full-time employees shall be afforded a reasonable opportunity to present, in person, their view of the incident(s) resulting in the disciplinary action to the supervisor charged with disciplinary authority prior to a decision to impose disciplinary action.

Any employee having supervisory authority and responsibility shall discuss deficiencies in performance, conduct, and other matters with subordinates at the time they are observed or become aware of such conduct, pointing out corrective action the employee should take. Whenever possible, sufficient time for improvement shall precede formal disciplinary action.

Types of disciplinary actions, which may be taken in order of severity, are: dismissal, demotion, reduction in pay steps within a pay range, suspension and written reprimand, or an appropriate combination of these disciplinary actions. The aforementioned types of disciplinary actions are defined as follows:

A. Dismissal: The discharge of an employee from the City service in accordance with these provisions.

B. Non-Probationary Demotion: The movement of an employee from a position in one classification to a position in another classification having a lower maximum rate of pay.

C. Reduction in Pay: The temporary or permanent decrease of the employee's pay rate within the pay range established for the employee's classification.

D. Suspension: The temporary separation from the City service of an employee without compensation for a period not to exceed thirty (30) working days in any one (1) calendar year.

E. Written Reprimand: An official notification in writing by the Police Chief or designee to the employee that the employee has committed conduct which is in conflict with a Department standard and that further disciplinary measures may be taken if the employee commits similar misconduct.

SECTION 2 Disciplinary Procedures

A. Purpose: The purpose of the Disciplinary Procedures is to afford the affected permanent full-time employee an opportunity to present such employee's view of the factual situation leading to the proposed disciplinary action and to afford independent administrative review of any disciplinary action which is taken. With the exception of written reprimands and probationary rejections, the Disciplinary Procedures set forth herein shall be followed in all instances where disciplinary action is contemplated for any permanent, full-time employee in the classified service.

B. Initial Notice and Right to Respond: Upon receipt of any written recommendation for disciplinary action, the Chief of Police shall review the recommendation and all accompanying materials. The Chief of Police may modify any recommendation and/or may return the file to the Assistant Chief for further investigation or action.

Once the Chief of Police is satisfied that no further investigation or action is required by staff, the Chief of Police shall determine the amount of discipline, if any, that should be imposed. In the event disciplinary action is proposed, the Chief of Police shall provide the employee with a pre-disciplinary procedural due process meeting (Skelly) by providing written notice of the charges, proposed action, and reasons for the proposed action.

Except as provided below, no punitive action, nor denial of promotion on grounds other than merit, shall be undertaken for any act, omission, or other allegation of misconduct if the investigation of the allegation is not completed within one year of the public agency's discovery by a person authorized to initiate an investigation of the allegation of an act, omission, or other misconduct. In the event that the public agency determines that discipline may be taken, it shall complete its investigation and notify the public safety officer of its proposed discipline by a Letter of Intent or Notice of Adverse Action articulating the discipline that year, except as provided below. The public agency shall not be required to impose the discipline within that one-year period under the following circumstances:

a. If the act, omission, or other allegation of misconduct is also the subject of a criminal investigation or criminal prosecution, the time during which the criminal investigation or criminal prosecution is pending shall toll the one-year time period.

b. If the public safety officer waives the one-year time period in writing, the time period shall be tolled for the period of time specified in the written waiver.

c. If the investigation is a multijurisdictional investigation that requires a reasonable extension for coordination of the involved agencies.

d. If the investigation involves more than one employee and requires a reasonable extension.

e. If the investigation involves an employee who is incapacitated or otherwise unavailable.

f. If the investigation involves a matter in civil litigation where the public safety officer is named as a party defendant, the one-year time period shall be tolled while that civil action is pending.

g. If the investigation involves a matter in criminal litigation where the complainant is a criminal defendant, the one-year time period shall be tolled during the period of that defendant's criminal investigation and prosecution.

h. If the investigation involves an allegation of workers' compensation fraud on the part of the public safety officer. (Government Code Section 3304(d))

At the time of the service of the Notice of Intent to Discipline, the Chief of Police shall also provide the employee with

(a) Access to all of the materials considered by the Chief of Police in recommending the proposed discipline
(b) An opportunity to respond orally or in writing to the Chief of Police within five days of receiving the notice.

1. Upon a showing of good cause by the employee, the Chief of Police may grant a reasonable extension of time for the employee to respond.
2. If the employee elects to respond orally, the presentation may be recorded by the Department and/or the employee. Upon request, the employee shall be provided with the Department's copy of the recording.

Once the employee has completed his/her response or if the employee has elected to waive any such response, the Chief of Police shall consider all information received in response to the recommended discipline. The Chief of Police shall render a timely written decision to the employee and specify the grounds and reasons for discipline and the effective date of the discipline, within 30 days of the decision, except if the public safety officer is unavailable for discipline. Once the Chief of Police has issued a written decision and served that decision on the employee, the discipline shall become effective.

The pre-discipline process is intended to provide the accused employee with an opportunity to present a written or oral response to the Chief of Police after having had an opportunity to review the supporting materials and prior to imposition of any recommended discipline. The employee shall consider the following:

(a) The response is not intended to be an adversarial or formal hearing.
(b) Although the employee may be represented by an uninvolved representative or legal counsel, the response is not designed to accommodate the presentation of testimony or witnesses.
(c) The employee may suggest that further investigation could be conducted or the employee may offer any additional information or mitigating factors for the Chief of Police to consider.
(d) In the event that the Chief of Police elects to cause further investigation to be conducted, the employee shall be provided with the results prior to the imposition of any discipline. The employee may thereafter have the opportunity to further respond orally or in writing to the Chief of Police on the limited issues of information raised in any subsequent materials.

C. Final Notice and Implementation of Disciplinary Action: Upon the completion of the procedures set forth above, the affected employee shall be informed by the initiator of the disciplinary action, in writing, of the action taken, with a copy to the Human Resources Division.

D. Appeal Procedure:

Upon receipt of the final disciplinary action from the Police Chief, the employee shall have the right to appeal the decision in writing to the City Manager. The filing of an appeal will not stay the disciplinary action. Said appeal

shall be delivered to the Human Resources Division within ten (10) working days of the employee's receipt of the Police Chief's action. Otherwise, the Police Chief's action shall be final and binding.

The City Manager shall not conduct a de novo evidentiary hearing, but shall meet with the employee and his/her representative. The meeting shall be recorded. Within twenty (20) working days of the conclusion of the meeting, the City Manager shall issue his/her final decision and advise the employee of his/her appeal rights pursuant to this Policy.

Except with respect to written reprimands equal to or less than forty (40) hours, and promotional probationary rejections, upon receipt of notice of final disciplinary action from the City Manager, the employee shall have the right to appeal the decision in writing to a third party arbitrator. Said appeal shall be delivered to the Human Resources Division within ten (10) working days of the employee's receipt of the City Manager's action. Otherwise, the City Manager's action shall be final and binding.

Persons who have been rejected from probationary status in an entry level position shall have no right to appeal such action. However, if the reason or reasons behind the discharge would tend to stigmatize the employee's reputation and negatively impact on future employment, and are publicized, the employee is entitled to a liberty interest hearing to clear his or her name.

SECTION 3 Disciplinary Authority

The Police Chief or designee shall have the power and duty to determine and implement disciplinary actions pursuant to these provisions. Disciplinary actions shall be final unless modified by the City Manager or an arbitrator, as determined in accordance with these provisions.

All persons holding positions in the classified service shall be subject to written reprimand, suspension, demotion, reduction in pay or dismissal from employment for misconduct, incompetency, inefficiency, or failure to perform duties or to observe the rules and regulations of the City, department or division, but subject to the right of appeal in the manner and to the extent set forth in these provisions.

A. Written Reprimand: The Police Chief or designee may prepare a written reprimand on a subordinate for cause. Such reprimand shall be addressed to the employee and shall be acknowledged in writing by the employee. A signed copy shall be forwarded to the Human Resources Division along with a narrative report of the case. Written reprimands shall only be appealable pursuant to the provisions set forth herein. In addition to pursuing any appeal, an employee shall have the right to attach a response to a disputed written reprimand.

B. Suspension: An employee may be suspended without pay by the Police Chief or designee for a period up to, but not exceeding, thirty (30) working days. Before the effective date of any suspension, the employee shall be furnished with written notice setting forth such reasons for such suspension pursuant to Section 2 of these provisions. The employee will also be advised of the right to appeal under these provisions, and informed of the regulations and procedures governing such appeals.

C. Reduction in Pay: The Police Chief or designee may temporarily, or permanently, reduce an employee's pay range and/or salary up to fifteen percent (15%). Before the effective date of said reduction, the employee shall be advised of the action and the reasons therefore pursuant to Section 2 of these provisions. The employee reduced by such action shall be assigned a new anniversary date for merit review purposes; such date shall coincide with the effective date of the reduction action. Such action will be subject to appeal under the appeal procedure set out in these provisions. The Police Chief or designee may, after six (6) months from the effective date of the reduction, reinstate all or any portion of the reduction in pay.

D. Non-Probationary Demotion: Before the effective date of a non-probationary demotion, the employee shall be

advised of the action and the reasons therefor pursuant to Section 2 of these provisions. The employee demoted by such action shall be assigned a new anniversary date for merit review purposes; such date shall coincide with the effective date of the demotion. Such action will be subject to appeal under the appeal procedure set out in these provisions.

E. Dismissal: The Police Chief or designee may terminate without cause any employee who lacks permanent status. The Police Chief or designee may terminate a permanent employee on any ground(s) designated in Section 4 of these provisions, subject to Section 2 of these provisions. The Police Chief or designee shall provide the terminated permanent employee with a written statement of the reason for the action including the ground or grounds involved pursuant to Section 2 of these provisions. Such termination action shall be subject to appeal under the appeal procedure set out in these provisions.

SECTION 4 Grounds for Disciplinary Action

The grounds for disciplinary action are set forth in Policy No. 322, Standards of Conduct, in the Redlands Police Department Policy Manual.

SECTION 5 Records

Original copies of all written records pertaining to disciplinary actions shall be maintained in the employee's personnel file.

ARTICLE 50: THIRD PARTY ARBITRATION PROCESS FOR DISCIPLINARY APPEALS AND GRIEVANCE APPEALS

SECTION 1 Right of Binding Arbitration for Appeals of Disciplinary Action

Any permanent employee shall have the right to appeal to binding arbitration disciplinary actions involving termination, suspensions greater than forty (40) hours, reduction in salary/pay, and non-probationary demotion.

SECTION 1A RIGHT OF BINDING ARBITRATION FOR GRIEVANCES

Any grievant(s) shall have the right to have grievances determined at binding arbitration.

SECTION 2 Process for requesting binding arbitration

The employee's or grievant(s)' request for binding arbitration must be addressed to the Human Resources Division and received in the Human Resources Office within the time periods set forth in this Agreement. The Human Resources Office has a ministerial duty to timestamp any request presented to it via email, facsimile or in person on the date received.

If, within the appeal period, the employee involved files such notice of appeal by giving written notice of appeal to the Human Resources Division, an appeal hearing shall be established as follows:

A. If a single third party arbitrator cannot be agreed upon by the Human Resources Division and the employee's representative (or employee alone if unrepresented), the California State Mediation and Conciliation Service shall be requested to submit to the City and the employee a list of seven (7) persons qualified to act as arbitrators. Within ten (10) calendar days following receipt of the list of arbitrators, the parties shall meet, or confer by telephone, to select the arbitrator. The parties shall alternately strike one (1) name from the list of arbitrators (the right to strike the first name to be determined by lot) until one (1) name remains, and that person shall be the arbitrator.

B. Subject to the arbitrator's availability, the date for a hearing shall not be less than twenty (20) calendar days, nor more than sixty (60) calendar days, from the date of the filing of the appeal with the Human Resources Division unless the parties stipulate to a longer or shorter period of time in which to hear the appeal. All interested parties shall be notified in writing of the date, time and place of hearing.

C. All hearings shall be private, however, the arbitrator shall, at the request of the employee, open the hearing to the public.

D. Subpoenas and subpoenas duces tecum pertaining to a hearing shall be issued at the request of either party, not less than five (5) calendar days, prior to the commencement of such hearing. The city agrees to reasonably produce City employees. After the commencement of such hearing, subpoenas shall be issued only at the discretion of the arbitrator.

E. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil and criminal actions, and irrelevant and unduly repetitious evidence shall be excluded. The arbitrator shall not be bound by technical rules of evidence. The arbitrator shall rule on the admission or exclusion of evidence.

F. Each party shall have these rights: To be represented by legal counsel or other person of his/her choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. In the case of an appeal of discipline, if the employee does not testify on his/her own behalf, he/she may be called and examined as if under cross-examination. Oral evidence shall be taken only on oath or affirmation. A court reporter will be engaged to record the hearing, unless the parties (City, employee/employer representative) mutually agree that same is not necessary. In the event that both parties mutually agree that a court reporter is not necessary the hearing shall be electronically recorded. If either party requests a transcript of the electronic recording, the parties shall have the recording transcribed by a court reporter, and the costs shall be shared equally by the parties.

G. A binding arbitration hearing appealing discipline shall proceed in the following manner, unless the arbitrator, for special reason, otherwise directs:

1. The party imposing discipline shall be permitted to make an opening statement;

2. The appealing party shall then be permitted to make an opening statement;

3. The party imposing disciplinary action shall produce the evidence on his/her part; the City bears the burden of proof and burden of producing evidence of the misconduct;

4. The party appealing from such disciplinary action may then open his/her defense and offer his/her evidence in support thereof; the employee bears the burden of proof and the burden of producing evidence for any affirmative defenses asserted;

5. The parties may then, in order, respectively offer rebutting evidence only, unless the arbitrator for good reason, permits them to offer evidence upon their original case;

6. Closing arguments shall be permitted and written briefs may be permitted at the discretion of the arbitrator.

H. A binding arbitration for a grievance shall proceed in the following manner, unless the arbitrator, for special reason, otherwise directs:

1. The grievant(s) shall be permitted to make an opening statement;

2. The City shall then be permitted to make an opening statement;

3. The grievant(s) shall present the evidence on his/her/their parts; the grievant(s) bear the burden of proof and burden of producing evidence supporting their claim(s);

4. The City may then open its defense and offer evidence in support thereof; the City bears the burden of proof and the burden of producing evidence for any affirmative defenses asserted;

5. The parties may then, in order, respectively offer rebutting evidence only, unless the arbitrator for good reason, permits them to offer evidence upon their original case;

6. Closing arguments shall be permitted and written briefs may be permitted at the discretion of the arbitrator.

I. The arbitrator shall determine relevancy, weight, and credibility of testimony and evidence. He/she shall base his/her findings on the preponderance of evidence. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the arbitrator, in his/her discretion, for good cause, otherwise directs. No still photographs, moving pictures or television pictures shall be taken in the hearing chamber during a hearing. The arbitrator, prior to or during a hearing, may grant a continuance for any reason he/she believes to be important to reaching a fair and proper decision. The arbitrator shall render his/her judgment as soon after the conclusion of the hearing as reasonably possible and in no event later than thirty (30) calendar days after conducting the hearing. In the case of an appeal of discipline, the arbitrator's decision shall set forth which charges, if any, are sustained and the reasons therefor. In the case of a grievance, the arbitrator's decision shall set forth the relief, if any, provided to grievant(s) and the reasons therefore. The opinion shall set forth findings of fact and conclusions. The opinion shall be binding.

J. In the case of an appeal of discipline, the arbitrator may recommend sustaining or rejecting any or all of the charges filed against the employee. He/she may recommend sustaining, rejecting or modifying the disciplinary action invoked against the employee. He/she may not increase the level of discipline imposed by the City Manager.

K. The arbitrator's opinion shall be filed with the City Manager, with a copy sent to all parties, and the Human Resources Division, and shall set forth his/her findings and decision.

L. In the case of a dismissal hearing where a dismissal is not the arbitrator's decision, the opinion shall set forth the recommended date the employee is recommended to be reinstated and/or other recommended action. The reinstatement date, if appropriate, may be any time on or after the date of disciplinary action.

M. In the case of an appeal of discipline, if the discipline imposed resulted in loss of pay, and the arbitrator's decision results in reduction or elimination of loss of pay and/or other benefits, the pay and/or benefits loss shall be restored to the employee based on the number of regularly scheduled work hours lost computed at his/her then base hourly rate.

N. The costs of the arbitration and the court reporter shall be shared equally by the parties.

O. The provisions of Section 1285 et. seq. of the Code of Civil Procedure shall be applicable to proceedings under this Section.

SECTION 3 Appeals of Suspensions of Forty (40) Hours or Less and Promotional Probationary Rejections

A permanent employee shall have the right to appeal a suspension of forty (40) hours or less or promotional probationary rejection in the following manner:

1. The Police Chief shall cause to be served on the employee affected, by registered mail or personal delivery, a statement signed by the Police Chief of the specific action against the employee. This statement shall clearly inform the employee that he/she has the right, within ten (10) working days after receipt of this notice, to request an informal hearing on the action by filing the request with the Police Chief.

2. If within the ten day appeal period the employee involved does not file said appeal, unless good cause for the failure is shown, the action of the City shall be considered conclusive and shall take effect as prescribed.

3. If within the ten day appeal period the employee involved files such notice of appeal by giving written notice of appeal to the Police Chief, a time for an appeal hearing before the City Manager or the Police Chief (at the employee's discretion) shall be established. The date for a hearing shall not be less than ten (10) calendar days, nor more than thirty (30) calendar days, from the date of the filing of the appeal, unless the parties stipulate to a different date. All interested parties shall be notified in writing of the date, time, and place of the hearing at least seven (7) calendar days prior to the hearing.

4. The City Manager, or Police Chief, shall conduct an informal hearing on the appeal. Each party shall have the opportunity to present all relevant information in support of its respective position. These proceedings may be electronically recorded and either party shall have the right to cause them to be reported by a certified shorthand reporter at the party's expense.

   Within ten (10) calendar days after the conclusion of the hearing, the City Manager, or Police Chief, shall deliver to the employee a written decision which shall either (a) affirm the decision, (b) modify it by (1) holding that certain charges were not established by a preponderance of the evidence and/or (2) reducing the penalty or (3) overturn the decision in its entirety. Said decision shall be final and binding on the parties, subject to their right to seek judicial review pursuant to 1094.5 and 1094.6 of the California Code of Civil Procedure.

Persons who have been rejected from probationary status in an entry level position shall have no right to appeal such action under these provisions.

SECTION 4 Appeals of Written Reprimands

Any employee wishing to formally appeal a written reprimand must submit a written request to his/her Bureau Supervisor (the Bureau Lieutenant, or if there is no Lieutenant, the Bureau Commander) within ten days of receipt of the written reprimand. The Bureau Supervisor will then assign the appeal to an uninvolved supervisor of at least one rank above the rank of the supervisor issuing the original written reprimand. Absent a written stipulation to the contrary, the employee will be provided with an evidentiary hearing before the assigned, uninvolved supervisor within 30 days. The decision of the assigned, uninvolved supervisor to sustain, modify or dismiss the written reprimand shall be considered final.

ARTICLE 51: GRIEVANCE PROCEDURES

SECTION 1 Purpose of Rule

A. To promote improved employer-employee relations by establishing grievance procedures on matters for which appeal or hearing is not provided by other regulations.

B. To afford employees individually or through recognized employee organizations a systematic means of obtaining further consideration of problems after every reasonable effort has failed to resolve them through discussions.

C. To provide that grievances shall be settled as near as possible to the point of origin.

D. To provide that grievances shall be conducted as informally as possible.

SECTION 2 Matters Subject to Grievance Procedure

An employee or recognized employee organization shall have the right to file a grievance concerning an alleged violation of expressed terms of a memorandum of understanding provision, City policy, City Rules and Regulations, administrative orders and/or procedures, except that the following subjects are excluded from the scope of the grievance procedure:

A. Disciplinary action.

B. Matters which are within the exclusive jurisdiction of another agency, and for which a means of appeal is provided.

C. Performance evaluations.

SECTION 3 Informal Grievance Procedure

An employee or recognized employee organization who has a problem or complaint subject to the grievance procedure should first attempt to settle same through discussion with the immediate supervisor within fifteen (15) calendar days that the employee knew, or by the exercise of reasonable diligence should have known, of the circumstances giving rise to the grievance. In the case of a recognized employee organization, it shall attempt to settle such problem with the Human Resources Division. If, after this discussion, the employee does not believe the problem has been satisfactorily resolved, the employee shall have the right to discuss it with the supervisor's immediate supervisor, if any. Every effort shall be made to find an acceptable solution by informal means at the lowest possible level of supervision.

If the employee or recognized employee organization is not in agreement with the decision reached by discussion, the employee or recognized employee organization shall then have the right to file a formal grievance in writing within ten (10) calendar days after receiving the informal decision of the immediate supervisor or Human Resources Division. Formal written grievances shall specifically identify the employee(s) affected, shall specifically identify the action being grieved, and shall include a statement of the action(s) desired by the grievant and the reasons therefor.

SECTION 4 Formal Grievance Procedure (Levels of Review Through Chain of Command)

A. First Level of Review: For a grievance by an individual employee only, such grievance shall be presented in writing to the employee's immediate management supervisor (Bureau Manager), who shall render a decision and comments in writing and return them to the employee within ten (10) calendar days after receipt of the grievance. If the employee does not agree with the supervisor's decision, or if no answer has been received within ten (10) calendar days, the employee may present the grievance, in writing, to the Police Chief. Failure of the employee to take further action within ten (10) calendar days after receipt of the written decision of the management supervisor, or within fifteen (15) calendar days if no decision is rendered, shall constitute a waiver of the grievance. For a grievance filed by the recognized employee organization on its own behalf, or on behalf of more than one individual employee, the initial formal filing of the grievance shall be with the Police Chief as set forth in Paragraph B below and shall be filed within ten (10) calendar days after receiving the informal decision of the Human Resources Division.

B. Police Chief Review: The Police Chief, or designee, shall discuss the grievance with the grievant(s), the grievant(s)'s representative(s), if any, and with other appropriate persons. The Police Chief shall render a

decision and comments in writing, and return them to the grievant(s) within ten (10) calendar days after receiving the grievance. If the grievant(s) does not agree with the decision reached, or if no answer has been received within ten (10) calendar days, the grievant(s) may present the grievance in writing to the City Manager. Failure of the grievant(s) to take further action within ten (10) calendar days after receipt of the Police Chief's written decision, or within fifteen (15) calendar days if no decision is rendered, shall constitute waiver of the grievance.

C. City Manager: The City Manager, or designee, upon receipt of the grievance, shall discuss the grievance with the grievant(s), or the grievant(s)'s designated representative(s), and with other appropriate persons. The City Manager shall render a decision in writing to the grievant(s) within twenty (20) calendar days after receiving the grievance. If the employee does not agree with the decision reached, or if no answer has been received within twenty (20) calendar days, the grievant(s) shall have a right to have the matter decided at binding arbitration pursuant to this agreement. Failure of the employee to take further action within ten (10) calendar days after receipt of the City Manager's written decision, or within twenty (20) calendar days if no decision is rendered, shall constitute waiver of arbitration.

SECTION 5 Conduct of Grievance Procedure

A. The time limits specified above may be extended to a definite date by mutual agreement of the grievant(s) and a representative of the City or the reviewer concerned.

B. The grievant(s) may request the assistance of another person of his/her own choosing in preparing and presenting the grievance at any level of review.

C. Grievants shall be assured freedom from reprisal for using the Grievance Procedures.

ARTICLE 52: SIGNATURES

CITY OF REDLANDS	
Eddie Tejeda , Mayor	Date
Attest:	
Jeanne Donaldson, City Clerk	Date

REDLANDS POLICE OFFICERS ASSOCIATION	
Joseph Valdivia, President	Date
Jacob Kalinski, Attorney for the Association	Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF REDLANDS

AND

Redlands Police Officers Association

JULY 1, 2023 – JUNE 30, 2026

MEMORANDUM OF UNDERSTANDING

BETWEEN

City of Redlands

AND

Redlands Police Officers Association

July 1, 2023 – June 30, 2026

Article 1: Term Of Agreement 4
Article 2: Preamble 4
Article 3: Recognition 4
Article 4: Salaries 4
Article 5: Retirement 4
Article 7: Post Certification Pay 5
Article 8: Overtime Compensation 5
Article 9: Reimbursement of Educational Expenses 6
Article 10: Mobile Device Pay 7
Article 11: Bilingual Pay 7
Article 12: Court Pay/Call Back Pay 7
Article 13: Longevity Pay (City of redlands) 8
Article 14: Crime Scene Technician Pay 8
Article 15: Field Training Officer Pay 8
Article 16: Shift Differential Pay 8
Article 17: 401A Plan 8
Article 18: Representation 9
Article 19: health Benefits 9
Article 20: Dental Insurance 9
Article 21: Vision Insurance 9
Article 22: Retiree Insurance Benefits 9
Article 23: Life insurance 10
Article 24: State Disability Insurance 10
Article 25 Vacation 11
Article 26: Accrued Vacation Time Sell Back 11
Article 27: Sick Leave 11
Article 28: Holidays 12
Article 29: Bereavement leave 12
Article 30: Military Leave 12
Article 31: Compensatory Time off 13
Article 32: Leave of Absence without Pay 13
Article 33: Family Leave 13
Article 34: Workweek 13
Article 35: Police Duty-Other than Municipal Duty 13
Article 36: Corporal Rank 13
Article 37: Lateral Hire Incentive Policy 14
Article 38: Longevity Pay (PEACE OFFICER) 14

Article 39: K-9 Pay *15*
Article 40: No Strike Provisions *15*
Article 41: Prevailing Benefits *15*
Article 42: Savings Clause *15*
Article 43: Management Rights *15*
Article 44: Death of Employee *16*
Article 45: Zipper Clause *16*
Article 46: Release Time *16*
Article 47: Working Out of Classification *16*
Article 48: Reopeners *17*
Article 49: Employee Conduct, Discipline and Grievance Procedures *17*
Article 50: Third Party Arbitration Process for Disciplinary Appeals and Greivance Appeals *21*
Article 51: Grievance Procedures *24*
Article 52: Signatures *26*

Article 1: Term Of Agreement

Except where expressly stated otherwise herein, the City and Association agree that the provisions of this Memorandum of Understanding (MOU) shall become effective on July 1, 2023 and shall expire on June 30, 2026.

Article 2: Preamble

It is the intent and purpose of this MOU to set forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding, but not limited to, matters relating to the wages, hours, and terms and conditions of employment between the City of Redlands (hereinafter referred to as "City") and the Redlands Police Officers Association (hereinafter referred to "Association").

Article 3: Recognition

The Redlands Police Officers Association is the recognized employee organization for all sworn personnel (hereinafter referred to as "affected employees" or "unit members") employed in the Police Department except for those employees occupying the classifications of Lieutenant, Captain, Commander, Deputy Chief and Chief of Police.

Article 4: Salaries

Effective the first full pay period after July 1, 2023, all unit members shall receive a seven percent (7%) increase to base salary over the prior year.

Effective the first full pay period after July 1, 2024, all unit members shall receive a two percent (2%) increase to base salary over the prior year.

Effective the first full pay period after July 1, 2025, all unit members shall receive a two percent (2%) increase to base salary over the prior year.

Article 5: Retirement

Classic Members

A. All unit members other than "new members" as defined by the PEPRA and/or California Government Code section 7522.04 (f) shall individually pay 9% of "compensation earnable" as defined in Government Code Section 20630, representing the member employee's contribution to CalPERS. These contributions shall, at the time of termination, belong to the employee. All other required contributions to CalPERS for unit members other than "new members" as defined by the PEPRA and/or California Government Code section 7522.04 shall be made by the City.

B. Only as to unit members hired prior to January 1, 2013 or otherwise defined by PEPRA as a Classic Member, the City shall individually provide the following provisions in its contract with the PERS retirement system:

3% @ 50 Retirement Formula
Survivor Continuance
Highest Single Year

New Members

C. The Public Employees' Pension Reform Act (PEPRA) and Application to PEPRA Defined "New Members"

Unit members who are "new members" as defined by the PEPRA and/or California Government Code Section 7522.04(f), shall be required to pay a PERS member contribution in an amount equal to 50% of the normal cost rate for the Defined Benefit Plan provided for by PEPRA, in which the new member is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater, pursuant to Government Code Section 7522.30.

Those new members shall be enrolled in the 2.7% at 57 Benefit Plan, as provided for in Government Code Section 7522.25(e), with a final compensation measurement period of 36 consecutive months as set forth in Government Code Section 7522.32(a), and their retirement benefits shall be calculated based on "pensionable compensation" (Section 7522.10) rather than compensation earnable (Section 20636).

All Unit Members

D. To the extent permitted by law, retirement contributions herein made by the employees shall be made on a pre-tax basis.

E. The City shall report to CalPERS as compensation only the percent, if any, of the Member contribution funded by the City.

Article 6: Uniform Allowance

Upon completion of six (6) months of employment within a Police Department classification, employees in the unit will be provided with a uniform allowance in the amount of thirty-two hundred dollars ($3200) per year. The uniform allowance shall be paid as follows: fifty percent (50%) paid the first week in January of each year and fifty percent (50%) paid the first week in July of each year.

For all unit members other than "new members" (as defined by the PEPRA or Government Code Section 752204(f)), the above amounts shall be reported to CalPERS as special compensation.

Every five (5) years, the City shall reimburse members for the purchase of a custom-fitted load-bearing vest carrier of similar quality to the Blankenship Police Supply Tactical, one pair of high-quality service boots meeting OSHA service requirements, and one pair of safety glasses, collectively in a total amount not to exceed one thousand one hundred dollars ($1100). Unit members must provide detailed receipts of purchase for all of the above items at the same time to Human Resources to begin the reimbursement process.

Article 7: Post Certification Pay

Effective the first full pay period after July 1, 2023, members of the unit shall be eligible for an increase in base salary when a POST certificate is earned under the following schedule:

BASIC POST CERTIFICATE	5% of base salary
INTERMEDIATE CERTIFICATE	14% of base salary
ADVANCED CERTIFICATE	22.5% of base salary

(The above percentages shall not be compounded upon each other.)

Unit members shall be responsible for submitting their POST Certification to Human Resources. Compensation will be effective the first full pay period following submission of POST Certification to Human Resources.

Article 8: Overtime Compensation

A. FLSA Overtime

The City provides a 3/12.5 work schedule as set forth in Article 31 of this MOU. Accordingly, the

City has also previously elected a FLSA 7(k) work period of 28 days (maximum non-FLSA overtime hours of 171) as applicable to all law enforcement personnel in the represented unit. Payroll will provide RPOA with a 28 day pay period calendar by December 15 of the year prior for the entire next calendar year. For example, RPOA will receive a list of 2024 calendar year 28 day pay periods by December 15, 2023.

The City shall pay each employee premium overtime compensation (time and one-half the employee's regular rate of pay, as that term is used in the Fair Labor Standards Act) for all hours worked in excess of 171 hours under the FLSA 7(k) 28 day work period.

All paid leaves, including, but not limited to, vacation leave, compensatory time off, holiday leave, sick leave and industrial injury (IOD) leave shall not be counted as hours worked towards reaching the 171 hour FLSA 7(k) overtime threshold.

B. Pay Back Hours

In an attempt to provide balanced paychecks to RPOA members during each pay period, the City agrees to pay five (5) "pay back hours" to members every pay period in which a payback shift is worked. Members shall bank *5* (five) straight hours of pay back hours to be paid on the paycheck where the member did not work the "pay back shift". The pay back hours shall only be counted as hours worked towards reaching the 171 hour FLSA 7(k) overtime threshold if the member actually worked those hours in the 28 day work period; and shall be counted in the pay period in which the banked hours were worked, not necessarily in the pay period in which the hours are paid.

C. Agreed Upon Overtime

The City shall pay each unit member "agreed upon" overtime compensation at a rate of time and one-half the employee's regular rate of pay, as that term is used in the FLSA, for the following hours worked:

1. Daily Overtime – Hours worked in excess of the employee's scheduled shift.
2. Court Pay/Call Back Pay - As defined in Article 12.
3. Billed Overtime – Hours worked which are 100% compensated at a 1.5 times regular hourly rate by a third party.
4. Non-Regularly Scheduled Shift Hours – Hours worked on a shift that is not scheduled in the unit member's regularly scheduled workweek.

ARTICLE 9: REIMBURSEMENT OF EDUCATIONAL EXPENSES

Each unit member enrolled in a degree program on or before November 4, 2014, shall be entitled to tuition reimbursement for courses, books, and other learning aid while attending an accredited school of higher learning. The course(s) must be career related, must be necessary for obtaining a degree, must be pre-approved by the unit employee's department head and the unit employee must earn a passing grade to receive reimbursement.

Those unit members enrolled in a degree program on or before November 4, 2014 shall receive 100% reimbursement for the actual cost of degree program-related fees, including tuition and books, in an amount charged by the University of California, Riverside, for the same or similar courses.

Unit members enrolled in a degree program after November 4, 2014 shall receive 100% reimbursement for the actual cost of degree program-related fees, including tuition and books, in an amount charged by the University of California,

Riverside, for the same or similar courses. However, any such unit member shall not receive reimbursement in excess of Two Thousand dollars ($2,000) in any one fiscal year.

Upon the approval of the Chief of Police or his/her/their designee and the Human Resources Director, a unit member may use up to one-thousand dollars ($1,000.00) per year of their available $2,000 per fiscal year tuition reimbursement for attendance at a seminar or conference for the purpose of professional development. That $1,000 per year amount may be applied for hotel and travel expenses related to the attendance at such a seminar or conference.

Unit members are responsible for coordinating approval and/or any request for time off of work with the Department Head or his/her designee.

ARTICLE 10: MOBILE DEVICE PAY

All unit members who are required to carry a mobile device for the benefit of the City shall receive one hundred dollars ($100) per month in addition to their regular base salary. The department head shall determine which members shall be required to carry mobile devices. All employees receiving this incentive shall be required to carry the mobile device at all times.

ARTICLE 11: BILINGUAL PAY

Unit members are eligible for bilingual pay in accordance with the City's Bilingual Pay Program and as set forth below. Authorized employees shall receive additional compensation in the amount of One Hundred Dollars ($100) per month.

Up to 16 officers will be eligible to receive bilingual pay for Spanish, at the discretion of the Chief of Police or his/her/their designee.

For Chinese, Arabic, Vietnamese, Indonesian, and Tagalog, the Police Chief has the discretion to approve up to 2 officers for each language; for other languages, the Police Chief has the discretion to approve up to 1 officer; the Police Chief can make recommendation(s) for additional persons to be approved or denied by Human Resources.

All officers approved for bilingual pay must take and pass appropriate testing administered by Human Resources.

ARTICLE 12: COURT PAY/CALL BACK PAY

A. Unit members who are called to duty or who actually appear pursuant to a lawfully issued subpoena to testify during their off-duty hours shall be compensated for all hours actually worked plus three (3) hours, at time and one- half (1 1/2) their regular rate of pay. Unit members who work a night shift which ends on the day of a court appearance shall be compensated as set forth above unless their shift is extended for a call for service or other emergency up to the time subpoenaed for court.

B. A unit member whose work schedule is changed with less than seventy-two (72) hours advance notice, except in the event of a bonafide emergency situation, (i.e., earthquake, flood or natural disaster) shall be paid for all hours worked, plus three hours at time and one half the employee's regular rate of pay, for each such shift.

C. A unit member who is scheduled for duty, physically in the building prior to his or her shift, and

who is called to work early shall not be deemed to have been called to duty and shall not be eligible for the three (3) hours compensation at time and one-half the employee's regular rate of pay. In lieu thereof, that employee shall be entitled to overtime compensation at time and one-half the employee's regular rate of pay for all hours worked prior to the commencement of his or her regularly scheduled shift.

D. Unit members who so elect may, in lieu of receiving compensation for court pay/call back pay, apply those hours for which they would be compensated to the 5 "additional" hours per pay period associated with the 3/ 12 work schedule.

ARTICLE 13: LONGEVITY PAY (CITY OF REDLANDS)

Effective January 16, 2018, after fourteen (14) years of continuous service with the City of Redlands, unit members shall advance to Step "5" on the salary resolution for their classification, which shall be a minimum of 5% higher than Step 4. This increase will be effective at the beginning of the pay period closest to the first day of their 15th year of service.

In the event that a unit member is not at the 4th Step when he/she is eligible for the 5th Step after fourteen (14) years of service, the employee will advance to the next step in their salary range and continue to advance based on merit until the employee reaches the 5th Step.

Effective January 16, 2018, after nineteen (19) years of continuous service with the City of Redlands, unit members shall advance to Step "6" on the salary resolution for their classification, which shall be a minimum of 3% higher than Step 5. This increase will be effective at the beginning of the pay period closest to the first day of their 20th year of service.

The modifications made to this section in the 2023 MOU are for clarification only and not intended to substantively change the benefits provided herein.

ARTICLE 14: CRIME SCENE TECHNICIAN PAY

Unit members in the unit assigned to Crime Scene Technician duty shall be compensated with an additional one and one-half hours of pay per pay period at time and one-half. Eligibility for Crime Scene Technician Pay will be determined by the Police Chief or his/her designee.

ARTICLE 15: FIELD TRAINING OFFICER PAY

When a unit member is assigned to be a Field Training Officer (FTO), during the time that a sworn police trainee is assigned to the FTO, the FTO shall be eligible to receive FTO pay in the amount of five percent (5%) of base salary per pay period at straight time.

ARTICLE 16: SHIFT DIFFERENTIAL PAY

All employees who work a majority (51% or more) of their assigned shift between the hours of 5:30 PM and 7:30 AM shall receive shift differential pay equal to 2.5% of their base salary plus any POST Certificate Pay for their entire work shift. This shift differential pay shall be provided for any shift, regardless of overtime, an otherwise worked shift, or the employee's regular schedule.

ARTICLE 17: 401 A PLAN

The City agrees to make a contribution in January of each year, on behalf of each Unit employee in the amount of one thousand, two hundred dollars ($1,200) per year to the employee's City sponsored 401(a) deferred

compensation plan. For new Unit employees, and employees transferring into the Unit, the amount shall be prorated on a monthly basis for period of service within Unit.

ARTICLE 18: REPRESENTATION

The City agrees that any Unit employee involved in or witness to a lethal force encounter shall be provided with a legal representative upon request prior to any questioning and/or prior to providing a verbal or written statement.

ARTICLE 19: HEALTH BENEFITS

A. The City shall contribute directly to CalPERS on behalf of each employee three hundred and ninety-seven dollars ($397.00) per month pursuant to Resolution No. 4572, adopted by the City Council on September 5, 1989. In addition, the City shall contribute an amount through the City's cafeteria plan that is equal to the difference between the City's minimum contribution and the following amounts:

	July 1, 2023	January 1, 2024	January 1, 2025
Employee Only	$ 750	$ 775	$ 800
Employee +1	$ 1,500	$ 1,550	$ 1,600
Family	$ 1,950	$ 2,025	$ 2,100

B. City contributions to the cafeteria plan may be used toward available cafeteria benefits, including City medical premiums, expenditures covered under Flexible Spending Accounts, and post-employment health plan.

C. The city agrees to provide a stipend of $350.00 on a monthly basis for those employees with alternative medical coverage who opt for the stipend in lieu of the medical insurance benefit.

ARTICLE 20: DENTAL INSURANCE

The City agrees to pay the full monthly premium for dental insurance under the Principal Financial dental plan, or its equivalent, for each unit member and their eligible dependents.

ARTICLE 21: VISION INSURANCE

The City agrees to contribute the entire monthly premium for unit members and their eligible dependents for a vision insurance plan with VSP Vision Services or its equivalent.

ARTICLE 22: RETIREE INSURANCE BENEFITS

A. **For all unit members** who qualify as an "annuitant" under PEMHCA, the City will contribute directly to CalPERS on behalf of each annuitant three hundred and ninety-seven dollars ($397) per month pursuant to Resolution No. 4572, adopted by the city council on September 5, 1989.

B. **For unit members hired prior to November 4, 2014**, upon service or disability retirement under the PERS retirement plan, or in the event of the death of an employee prior to retirement, employees who have served a minimum of fifteen (15) years of service with the City of Redlands and who qualify as annuitants under PEMHCA, the City shall contribute to a retiree health savings account the difference between the PEMHCA minimum and the cost of medical, dental and vision insurance premiums for the employee, spouse and eligible dependents under the Association's current

medical insurance program existing at the time of retirement ("lifetime health insurance"). This lifetime health insurance shall be at no cost to the retired employee and shall cover the employee, spouse and eligible dependents.

In the alternative, at the sole discretion of the unit member, those unit members hired prior to November 4, 2014, upon service or disability retirement under the PERS retirement plan, or in the event of the death of an employee prior to retirement, employees who have served a minimum of fifteen (15) years of service with the City of Redlands, may elect to cash in unused sick leave at two percent (2%) for each year's service at the prevailing hourly rate.

At retirement, unit members hired prior to November 4, 2014, but with less than fifteen (15) years service with the City have the option of cashing in unused sick leave at the prevailing hourly rate for future medical for employee and eligible dependents until said funds are exhausted or cash in unused sick leave, at the prevailing hourly rate, at two percent (2%) for each year of service with the City. In the event that the employee dies prior to exhaustion of the cash value of said benefits, the remaining cash value may be applied towards the premiums of covered dependents until exhausted, subject to the conditions and limitations of the applicable insurance policy.

C. **Unit members hired after November 4, 2014** who achieve fifteen (15) years of service and who qualify as an annuitant under PEMHCA shall be entitled to a "medical bridge" program for themselves upon retirement from the City until they become Medicare-eligible. Under the "Medical Bridge," the City will contribute the difference between the PEMHCA minimum and the cost of employee-only coverage for the least expensive equivalent health, vision and dental insurance plan as provided by the City to its then existing unit members through the CalPERS medical plan until the employee reaches the age of Medicare eligibility at which time the benefit will cease and employees will only receive the three hundred and ninety-seven dollars ($397.00) per month pursuant to Resolution No. 4572, adopted by the City Council on September 5, 1989. Unit employees who receive the medical bridge program can select coverage for dependents, however, the additional cost must be paid for by the respective Unit employee and will not be paid for by the City.

D. **Unit members hired after November 4, 2014** who do not achieve fifteen (15) years of service shall only be entitled to receive the three hundred and ninety-seven dollars ($397.00) per month pursuant to Resolution No. 4572, adopted by the City Council on September 5, 1989.

No change made to this MOU (July 1, 2023-June 30, 2026) is intended to negatively affect or diminish any rights of employees for whom the Association is or was the recognized employee organization regardless of whether they retired prior to the effective date of this MOU.

ARTICLE 23: LIFE INSURANCE

The City agrees to continue to provide life insurance coverage in the amount of twenty-five thousand dollars ($25,000) per unit member. Unit members at their option and expense will be allowed to purchase additional increments of life insurance at the City's lower group rate.

ARTICLE 24: STATE DISABILITY INSURANCE

Participation in the State Disability Insurance (SDI) program shall be optional and all costs, funding, and premiums associated with participation in SDI shall be paid entirely by the participating unit members.

ARTICLE 25 VACATION

Vacation shall accrue for unit members based on the following schedule:

YEARS/MONTHS YEARS OF SERVICE	HOURS
1 - 4 (0-59 months)	80
5-6 (60-83 months)	120
7 -8 (84 – 107 mos.)	128
9 –10 (108-131 mos.)	136
11–12 (132–155)	144
13 – 14 (156-179)	152
15 – 16 (180-203)	160
17 – 18 (204-227)	168
19+(228 months+)	176

ARTICLE 26: ACCRUED VACATION TIME SELL BACK

On November 30th of each year, unit members who have utilized any portion of their floating holidays, shall deposit all vacation hours over 300 into the 401(a) plan up to the maximum allowed by law. If more than 300 hours remain in a unit member's bank, including after the 401(a) conversion, those hours will remain in the bank for future use or conversion.

On November 30th of each year, unit members may make an irrevocable election to cash out vacation hours earned in the following year. Only hours earned in the following year may be paid out. The payout will be made the following December. The election is irrevocable and cannot be changed once the election is made.

All cashed out or converted hours will be paid at the unit member's regular FLSA rate including any eligible post certification pay.

ARTICLE 27: SICK LEAVE

A. ACCRUAL: Sick leave shall be accrued on an hourly basis at the rate of eight (8) hours per calendar month of service.

B. BUY-BACK: In November of each calendar year, each unit member may elect to be paid for each sick leave day accumulated during the following calendar year, according to the following table:

YEARS OF SERVICE	MAXIMUM BUY-BACK HOURS PER YEAR
2-6	48
7	56
8	64
9	72
10	80
11	88
12	96

The payment of hours will occur in November of the following year at his/her current FLSA regular rate of pay. The election is irrevocable and may not be changed once the election is made. A total of one (1)

year's accumulation must be on the books prior to any compensation being paid.

In an attempt to attract competitive, experienced candidates with previous law enforcement experience, the Police Chief, with approval by the City Manager, may advance service credit for the purpose of sick leave buyback to new employees at time of hire.

ARTICLE 28: HOLIDAYS

The holidays which will be honored for employees in the unit will include the following, along with any additional day as designated by action of the City Council:

New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Cesar Chavez	March 31st
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving Day	Fourth Friday in November
Christmas Eve	December 24th
Christmas Day	December 25th
Two Floating Holidays	

Unit members shall not be allowed to carry holidays over from one calendar year to the next. Holidays not taken by December 31st of any given year shall be paid off during January of the year following the year in which the holidays were accrued. Holidays shall be paid at the rate of pay applicable to the shift to which the employee is regularly assigned and shall include supplemental pay (POST certification pay) which may apply to the specific officer. The City will report to CalPERS the Holiday Cash Out amounts. This amount is derived from an employee's left over Holiday Cash Out amount and paid at the FLSA regular rate of pay. The City will report the Holiday Cash Out on an annual basis to CalPERS in January of each year.

Holiday pay shall be compensated at ten (10) hours per holiday. Those employees working more than ten (10) hours per day (flexible work schedule) have the option of being compensated for the remaining hour/hours with accrued compensatory time, accrued floating holiday hours or accrued vacation.

ARTICLE 29: BEREAVEMENT LEAVE

Unit members who suffer a death in their immediate family shall receive four (4) days paid bereavement leave per incident. In addition, eligible employees may be allowed to use accrued sick leave with full pay not to exceed three (3) days. Immediate family shall be defined as the following relatives to either the employee or spouse/registered domestic partner: spouse, child, parent, grandparent, grandchild, brother and sister.

ARTICLE 30: MILITARY LEAVE

The City and the Association agree to adhere to all provisions of Federal and State regulations pertaining to military leave.

ARTICLE 31: COMPENSATORY TIME OFF

Effective July I, I980, the City shall provide each unit member with the option, at the discretion of the employee, of receiving overtime compensation in the form of compensatory time off (CTO) or cash. Unit members shall be authorized to accumulate no more than three hundred twenty (320) hours of CTO during any calendar year. If at any time during a calendar year, a unit member has already accumulated three hundred twenty (320) hours of compensatory time, then overtime payments shall be made in cash.

Consistent with both the reasonable requirements of police administration and the provision of this paragraph, unit members shall be authorized to utilize the accumulated CTO for any purpose.

Unit members shall be granted the use of compensatory time off when the request to do so is provided to the Department in a reasonable amount of time. Requests for use of compensatory time off may only be denied when the request would unduly disrupt the operation of the Department.

The City agrees that it shall be at the discretion of the unit member to use compensatory time off in lieu of vacation or holiday time.

ARTICLE 32: LEAVE OF ABSENCE WITHOUT PAY

If a unit member takes more than seven (7) accumulated days of leave without pay in a calendar year, commencing at the beginning of the eighth (8th) day of leave without pay and any day of leave without pay thereafter during the calendar year, sick leave and vacation accruals will be adjusted proportionately to eliminate benefit accruals for any day an employee is on leave without pay status.

ARTICLE 33: FAMILY LEAVE

The City will grant family leave in accordance with the Moore-Brown-Roberti Family Rights Act of 1993 (also known as the California Family Rights Act) and the Federal Family and Medical Leave Act.

ARTICLE 34: WORKWEEK

All unit members assigned to one of the Patrol Teams shall work a 3/12 work week consisting of three (3) consecutive work days of 12.5 (twelve and one-half) consecutive work hours, followed by four (4) consecutive days off each week (except instances of shift rotation).

Each unit member shall also work an additional 10 (ten) hour day in each 28 (twenty-eight) day period.

The scheduling of the 10 (ten) hour day shall be at the department's discretion, but every effort will be made to schedule these hours on day/days that is/are contiguous with the Officer's scheduled workweek. Department necessity will be the standard for scheduling of these hours.

All unit members assigned to a unit other than one of the regular Patrol Teams shall work a 4/10 consisting of four (4) consecutive workdays of ten (I0) consecutive hours followed by three (3) consecutive days off each week or Patrol's 3/12 schedule at the discretion of the Chief.

ARTICLE 35: POLICE DUTY-OTHER THAN MUNICIPAL DUTY

Effective January 1, 1977, a unit member who performs services for an individual or organization other than the City of Redlands for which the City of Redlands has the right to bill for such services shall be paid at the rate of one and one-half times (1 1/2) the then existing hourly rate of the affected employee performing the service.

ARTICLE 36: CORPORAL RANK

The City and the Association agree that the rank of Police Corporal shall be assigned the same base wage range

as that assigned to the rank of Detective.

ARTICLE 37: LATERAL HIRE INCENTIVE POLICY

In an attempt to attract competitive, experienced candidates with previous law enforcement experience, the Police Chief, with approval by the City Manager, may advance the following to new unit members at time of hire:

A. Sick Leave: An immediate sick leave accrual balance, not to exceed a maximum of 96 hours;

B. Vacation: An immediate vacation accrual balance not to exceed the equivalent of the new employee's annual accrual rate for vacation earned at the time of separation of employment with his or her former agency;

C. Accelerated Vacation Accrual: Accelerating the vacation accrual rate of the new employee by providing him or her credit for service with his or her former agency for purposes of vacation accrual only, not to exceed the maximum of the number of years of service with the former agency(s).

Upon five years of service with the City of Redlands, lateral unit members who have years of service as a peace officer (as defined in Penal Code section 830.1) in the State of California will be allowed to count their years of service for accrual rates for vacation and sick leave.

ARTICLE 38: LONGEVITY PAY (PEACE OFFICER)

A. For unit members hired prior to January 16, 2018, the City agrees that unit employees who have a combination of fourteen (14) years of continuous service either with the City of Redlands or as a peace officer (as defined in Penal Code section 830.1 to 830.4) in the State of California, shall advance to Step "5" on the salary resolution for their classification, which shall be a minimum of 5% higher than Step 4. This increase will be effective at the beginning of the pay period closest to the first day of their 15th year of service.

   In the event that a unit member is not at the 4th Step when he/she is eligible for the 5th Step, after fourteen (14) years of service, the unit member will advance to the next step in their salary range, and continue to advance based on merit until the employee reaches the 5th Step.

   The City agrees that unit members hired prior to January 16, 2018 who have a combination of nineteen (19) years of continuous service either with the City of Redlands or as a peace officer (as defined in Penal Code section 830.1 to 830.4) in the State of California shall advance to Step "6" on the salary resolution for their classification, which shall be a minimum of 3% higher than Step 5. This increase will be effective at the beginning of the pay period closest to the first day of their 20th year of service.

   In the event that a unit member is not at the 5th Step when he/she is eligible for the 6th Step, after nineteen (19) years of service, the unit member will advance to the next step in their salary range, and continue to advance based on merit until the employee reaches the 6th Step.

B. For unit members hired after January 16, 2018

   The City agrees that unit members hired after January 16, 2018 who have at least five (5) years of continuous service with the City of Redlands and a combination of fourteen (14)

years of continuous service with the City of Redlands and/or as a peace officer (as defined in Penal Code section 830.1 to 830.4) in the State of California shall advance to Step "5" on the salary resolution for their classification, which shall be a minimum of 5% higher than Step 4. This increase will be effective at the beginning of the pay period closest to the first day of their 15th year of service.

In the event that a unit member is not at the 4th Step when he/she is eligible for the 5th Step, after fourteen (14) years of service, the unit member will advance to the next step in their salary range, and continue to advance based on merit until the employee reaches the 5th Step.

The City agrees that unit members hired after January 16, 2018 who have at least five (5) years of continuous service with the City of Redlands and a combination of nineteen (19) years of continuous service with the City of Redlands and/or as a peace officer (as defined in Penal Code section 830.1 to 830.4) in the State of California shall advance to Step "6" on the salary resolution for their classification, which shall be a minimum of 3% higher than Step 5. This increase will be effective at the beginning of the pay period closest to the first day of their 20th year of service.

The modifications made to this section in the 2023 MOU are for clarification only and not intended to substantively change the benefits provided herein.

ARTICLE 39: K-9 PAY

Unit members while assigned to a K-9 Assignment shall receive extra compensation in the form of 3.5 hours of compensatory time off, banked for each pay period during the K-9 Assignment.

ARTICLE 40: NO STRIKE PROVISIONS

The Association agrees that it will not authorize, instigate, aid, condone, or engage in any strike which will interrupt or interfere with the operation of the City. The City places the Association on notice of its intention and right to terminate any employee who instigates or engages in any strike or work stoppage which interrupts or interferes with the operation of the City.

ARTICLE 41: PREVAILING BENEFITS

Except as provided herein, all wages, hours and other terms and conditions of employment presently enjoyed by employees in the unit shall remain in full force and effect during the term of this MOU, unless mutually agreed to by both parties.

ARTICLE 42: SAVINGS CLAUSE

Should any provision of this agreement or the application of such provision be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the City and Association shall meet and confer immediately upon what constitutes an equivalent benefit to that which was determined to be unlawful. Such equivalent benefit will be implemented retroactive to the date the old benefit ceased. The remaining parts or portions of the Agreement shall remain in full force and effect.

ARTICLE 43: MANAGEMENT RIGHTS

The authority of the City includes the exclusive right to determine the mission of its constituent department,

commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; exercise complete control and discretion over its organization and the technology of performing its work; provided, however, that the exercise and retention of such rights does not preclude employees or their representatives from requiring employer to meet and confer regarding decisions that may have an effect on wages, hours and working conditions. By agreeing to this provision, neither of the parties intend to waive or limit, in any way, any rights they may have under existing law, including, but not limited to the Meyers- Milias Brown Act (Government Code Section 3500 *et seq .)*

ARTICLE 44: DEATH OF EMPLOYEE

If a unit member dies while on duty, the City shall calculate compensation for the entire shift. The eligible dependents of deceased unit members shall be entitled to benefits as follows:

Sick leave accruals, lifetime medical insurance and other applicable benefits shall be calculated and/or compensated according to the eligibility requirements stated in the current MOU.

In the event the deceased unit member qualified for a service retirement (i.e. age 50 and with a minimum of five (5) years of service with the City), the City shall calculate and/or compensate benefits in the same manner as an employee service retirement.

The City will inter at Hillside Cemetery, at no cost to the unit member or his/her family, any active unit member who dies in the line of duty, or dies from any disease that is recognized by the State of California as being associated with the job of being a public safety officer.

ARTICLE 45: ZIPPER CLAUSE

The City and the Association agree that all negotiable items have been discussed during the negotiations leading to this MOU, including salaries and benefits, and conditions of employment, and therefore the City and the Association further agree that negotiations will not be reopened on any item during the term of this MOU, except by mutual agreement of the City and the Unit, or as expressly provided otherwise in this MOU.

ARTICLE 46: RELEASE TIME

The City shall provide a total not to exceed 300 hours per year of paid release time from duty for the conduct of any Association activities as determined in the sole discretion of the Association. An Association member's time in labor negotiations with the City shall not be included in the 300-hour allocation. The Association shall provide the City with notification of its intent to utilize release time to the Human Resources Division at least seven (7) days prior to the usage.

ARTICLE 47: WORKING OUT OF CLASSIFICATION

Unit members temporarily required to perform the duties of a higher classification for at least one work week shall receive additional compensation equal to five percent (5%) of the unit member's regular rate of pay for all hours in which that member is temporarily required to perform the duties of a higher classification. When a vacancy exists which requires a unit member to perform the duties of a higher classification, that unit member shall have the right to fill such vacancy for the duration of the work week.

ARTICLE 48: REOPENERS

At the request of the Association, and upon mutual agreement of the parties, one or more terms of this MOU may be reopened for further discussion. The lack of mutual agreement to reopen shall not be subject to the grievance procedure, unfair labor practices before PERB, and/or court action.

ARTICLE 49: EMPLOYEE CONDUCT, DISCIPLINE AND GRIEVANCE PROCEDURES

SECTION 1 Definition and Objective of Discipline

Discipline is the enforcement of conformity to policies, rules and regulations and other administrative or legal requirements or practices designed to maintain standards of cooperation and conduct necessary to successfully carry out the service mission of the City organization. The terms "Discipline" and "Disciplinary action" as used herein are intended to be consistent with the term "punitive action" as defined in Government Code section 3303, "any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment." Nothing in this section is intended to waive or in any way diminish an employee's rights under the law, including, but not limited to the Public Safety Officers Procedural Bill of Rights Act (Government Code section 3300 *et* seq, "POBRA") and any conflict between these procedures and POBRA shall be resolved in favor of POBRA. Self-discipline or self-conformity is the goal of this section. Where self-discipline fails, disciplinary action is authorized and shall be accomplished in such a manner as to be just, equitable, consistent, and suited to the situation. The disciplinary action, when taken shall be documented in such a manner as to be defensible on appeal and/or review.

In all instances where disciplinary action is contemplated, with the exception of a written reprimand or probationary rejections, permanent full-time employees shall be afforded a reasonable opportunity to present, in person, their view of the incident(s) resulting in the disciplinary action to the supervisor charged with disciplinary authority prior to a decision to impose disciplinary action.

Any employee having supervisory authority and responsibility shall discuss deficiencies in performance, conduct, and other matters with subordinates at the time they are observed or become aware of such conduct, pointing out corrective action the employee should take. Whenever possible, sufficient time for improvement shall precede formal disciplinary action.

Types of disciplinary actions, which may be taken in order of severity, are: dismissal, demotion, reduction in pay steps within a pay range, suspension and written reprimand, or an appropriate combination of these disciplinary actions. The aforementioned types of disciplinary actions are defined as follows:

A. Dismissal: The discharge of an employee from the City service in accordance with these provisions.

B. Non-Probationary Demotion: The movement of an employee from a position in one classification to a position in another classification having a lower maximum rate of pay.

C. Reduction in Pay: The temporary or permanent decrease of the employee's pay rate within the pay range established for the employee's classification.

D. Suspension: The temporary separation from the City service of an employee without compensation for a period not to exceed thirty (30) working days in any one (1) calendar year.

E. Written Reprimand: An official notification in writing by the Police Chief or designee to the employee that the employee has committed conduct which is in conflict with a Department standard and that further disciplinary measures may be taken if the employee commits similar misconduct.

SECTION 2 Disciplinary Procedures

A. Purpose: The purpose of the Disciplinary Procedures is to afford the affected permanent full-time employee an opportunity to present such employee's view of the factual situation leading to the proposed disciplinary action and to afford independent administrative review of any disciplinary action which is taken. With the exception of written reprimands and probationary rejections, the Disciplinary Procedures set forth herein shall be followed in all instances where disciplinary action is contemplated for any permanent, full-time employee in the classified service.

B. Initial Notice and Right to Respond: Upon receipt of any written recommendation for disciplinary action, the Chief of Police shall review the recommendation and all accompanying materials. The Chief of Police may modify any recommendation and/or may return the file to the Assistant Chief for further investigation or action.

Once the Chief of Police is satisfied that no further investigation or action is required by staff, the Chief of Police shall determine the amount of discipline, if any, that should be imposed. In the event disciplinary action is proposed, the Chief of Police shall provide the employee with a pre-disciplinary procedural due process meeting (Skelly) by providing written notice of the charges, proposed action, and reasons for the proposed action.

Except as provided below, no punitive action, nor denial of promotion on grounds other than merit, shall be undertaken for any act, omission, or other allegation of misconduct if the investigation of the allegation is not completed within one year of the public agency's discovery by a person authorized to initiate an investigation of the allegation of an act, omission, or other misconduct. In the event that the public agency determines that discipline may be taken, it shall complete its investigation and notify the public safety officer of its proposed discipline by a Letter of Intent or Notice of Adverse Action articulating the discipline that year, except as provided below. The public agency shall not be required to impose the discipline within that one-year period under the following circumstances:

a. If the act, omission, or other allegation of misconduct is also the subject of a criminal investigation or criminal prosecution, the time during which the criminal investigation or criminal prosecution is pending shall toll the one-year time period.

b. If the public safety officer waives the one-year time period in writing, the time period shall be tolled for the period of time specified in the written waiver.

c. If the investigation is a multijurisdictional investigation that requires a reasonable extension for coordination of the involved agencies.

d. If the investigation involves more than one employee and requires a reasonable extension.

e. If the investigation involves an employee who is incapacitated or otherwise unavailable.

f. If the investigation involves a matter in civil litigation where the public safety officer is named as a party defendant, the one-year time period shall be tolled while that civil action is pending.

g. If the investigation involves a matter in criminal litigation where the complainant is a criminal defendant, the one-year time period shall be tolled during the period of that defendant's criminal investigation and prosecution.

h. If the investigation involves an allegation of workers' compensation fraud on the part of the public safety officer. (Government Code Section 3304(d))

At the time of the service of the Notice of Intent to Discipline, the Chief of Police shall also provide the employee with

(a) Access to all of the materials considered by the Chief of Police in recommending the proposed discipline
(b) An opportunity to respond orally or in writing to the Chief of Police within five days of receiving the notice.

1. Upon a showing of good cause by the employee, the Chief of Police may grant a reasonable extension of time for the employee to respond.
2. If the employee elects to respond orally, the presentation may be recorded by the Department and/or the employee. Upon request, the employee shall be provided with the Department's copy of the recording.

Once the employee has completed his/her response or if the employee has elected to waive any such response, the Chief of Police shall consider all information received in response to the recommended discipline. The Chief of Police shall render a timely written decision to the employee and specify the grounds and reasons for discipline and the effective date of the discipline, within 30 days of the decision, except if the public safety officer is unavailable for discipline. Once the Chief of Police has issued a written decision and served that decision on the employee, the discipline shall become effective.

The pre-discipline process is intended to provide the accused employee with an opportunity to present a written or oral response to the Chief of Police after having had an opportunity to review the supporting materials and prior to imposition of any recommended discipline. The employee shall consider the following:

(a) The response is not intended to be an adversarial or formal hearing.
(b) Although the employee may be represented by an uninvolved representative or legal counsel, the response is not designed to accommodate the presentation of testimony or witnesses.
(c) The employee may suggest that further investigation could be conducted or the employee may offer any additional information or mitigating factors for the Chief of Police to consider.
(d) In the event that the Chief of Police elects to cause further investigation to be conducted, the employee shall be provided with the results prior to the imposition of any discipline. The employee may thereafter have the opportunity to further respond orally or in writing to the Chief of Police on the limited issues of information raised in any subsequent materials.

C. Final Notice and Implementation of Disciplinary Action: Upon the completion of the procedures set forth above, the affected employee shall be informed by the initiator of the disciplinary action, in writing, of the action taken, with a copy to the Human Resources Division.

D. Appeal Procedure:

Upon receipt of the final disciplinary action from the Police Chief, the employee shall have the right to appeal the decision in writing to the City Manager. The filing of an appeal will not stay the disciplinary action. Said appeal shall be delivered to the Human Resources Division within ten (10) working days of the employee's receipt of the Police Chief's action. Otherwise, the Police Chief's action shall be final and binding.

The City Manager shall not conduct a de novo evidentiary hearing, but shall meet with the employee and his/her representative. The meeting shall be recorded. Within twenty (20) working days of the conclusion of the meeting, the City Manager shall issue his/her final decision and advise the employee of his/her appeal rights pursuant to this Policy.

Except with respect to written reprimands equal to or less than forty (40) hours, and promotional probationary rejections, upon receipt of notice of final disciplinary action from the City Manager, the employee shall have the right to appeal the decision in writing to a third party arbitrator. Said appeal shall be delivered to the Human Resources Division within ten (10) working days of the employee's receipt of the City Manager's action. Otherwise, the City Manager's action shall be final and binding.

Persons who have been rejected from probationary status in an entry level position shall have no right to appeal such action. However, if the reason or reasons behind the discharge would tend to stigmatize the employee's reputation and negatively impact on future employment, and are publicized, the employee is entitled to a liberty interest hearing to clear his or her name.

SECTION 3 Disciplinary Authority

The Police Chief or designee shall have the power and duty to determine and implement disciplinary actions pursuant to these provisions. Disciplinary actions shall be final unless modified by the City Manager or an arbitrator, as determined in accordance with these provisions.

All persons holding positions in the classified service shall be subject to written reprimand, suspension, demotion, reduction in pay or dismissal from employment for misconduct, incompetency, inefficiency, or failure to perform duties or to observe the rules and regulations of the City, department or division, but subject to the right of appeal in the manner and to the extent set forth in these provisions.

A. Written Reprimand: The Police Chief or designee may prepare a written reprimand on a subordinate for cause. Such reprimand shall be addressed to the employee and shall be acknowledged in writing by the employee. A signed copy shall be forwarded to the Human Resources Division along with a narrative report of the case. Written reprimands shall only be appealable pursuant to the provisions set forth herein. In addition to pursuing any appeal, an employee shall have the right to attach a response to a disputed written reprimand.

B. Suspension: An employee may be suspended without pay by the Police Chief or designee for a period up to, but not exceeding, thirty (30) working days. Before the effective date of any suspension, the employee shall be furnished with written notice setting forth such reasons for such suspension pursuant to Section 2 of these provisions. The employee will also be advised of the right to appeal under these provisions, and informed of the regulations and procedures governing such appeals.

C. Reduction in Pay: The Police Chief or designee may temporarily, or permanently, reduce an employee's pay range and/or salary up to fifteen percent (15%). Before the effective date of said reduction, the employee shall be advised of the action and the reasons therefore pursuant to Section 2 of these provisions. The employee reduced by such action shall be assigned a new anniversary date for merit review purposes; such date shall coincide with the effective date of the reduction action. Such action will be subject to appeal under the appeal procedure set out in these provisions. The Police Chief or designee may, after six (6) months from the effective date of the reduction, reinstate all or any portion of the reduction in pay.

D. Non-Probationary Demotion: Before the effective date of a non-probationary demotion, the employee shall be advised of the action and the reasons therefor pursuant to Section 2 of these provisions. The employee demoted by such action shall be assigned a new anniversary date for merit review purposes; such date shall coincide with the effective date of the demotion. Such action will be subject to appeal under the appeal procedure set out in these provisions.

E. Dismissal: The Police Chief or designee may terminate without cause any employee who lacks permanent status. The Police Chief or designee may terminate a permanent employee on any ground(s) designated in Section 4 of these provisions, subject to Section 2 of these provisions. The Police Chief or designee shall provide the

terminated permanent employee with a written statement of the reason for the action including the ground or grounds involved pursuant to Section 2 of these provisions. Such termination action shall be subject to appeal under the appeal procedure set out in these provisions.

SECTION 4 Grounds for Disciplinary Action

The grounds for disciplinary action are set forth in Policy No. 322, Standards of Conduct, in the Redlands Police Department Policy Manual.

SECTION 5: Records

Original copies of all written records pertaining to disciplinary actions shall be maintained in the employee's personnel file.

ARTICLE 50: THIRD PARTY ARBITRATION PROCESS FOR DISCIPLINARY APPEALS AND GRIEVANCE APPEALS

SECTION 1 Right of Binding Arbitration for Appeals of Disciplinary Action

Any permanent employee shall have the right to appeal to binding arbitration disciplinary actions involving termination, suspensions greater than forty (40) hours, reduction in salary/pay, and non-probationary demotion.

SECTION 1A Right of Binding Arbitration for Grievances

Any grievant(s) shall have the right to have grievances determined at binding arbitration.

SECTION 2 Process for requesting binding arbitration

The employee's or grievant(s)' request for binding arbitration must be addressed to the Human Resources Division and received in the Human Resources Office within the time periods set forth in this Agreement. The Human Resources Office has a ministerial duty to timestamp any request presented to it via email, facsimile or in person on the date received.

If, within the appeal period, the employee involved files such notice of appeal by giving written notice of appeal to the Human Resources Division, an appeal hearing shall be established as follows:

A. If a single third party arbitrator cannot be agreed upon by the Human Resources Division and the employee's representative (or employee alone if unrepresented), the California State Mediation and Conciliation Service shall be requested to submit to the City and the employee a list of seven (7) persons qualified to act as arbitrators. Within ten (10) calendar days following receipt of the list of arbitrators, the parties shall meet, or confer by telephone, to select the arbitrator. The parties shall alternately strike one (1) name from the list of arbitrators (the right to strike the first name to be determined by lot) until one (1) name remains, and that person shall be the arbitrator.

B. Subject to the arbitrator's availability, the date for a hearing shall not be less than twenty (20) calendar days, nor more than sixty (60) calendar days, from the date of the filing of the appeal with the Human Resources Division unless the parties stipulate to a longer or shorter period of time in which to hear the appeal. All interested parties shall be notified in writing of the date, time and place of hearing.

C. All hearings shall be private, however, the arbitrator shall, at the request of the employee, open the hearing to the public.

D. Subpoenas and subpoenas duces tecum pertaining to a hearing shall be issued at the request of either party, not less than five (5) calendar days, prior to the commencement of such hearing. The city agrees to reasonably produce City employees. After the commencement of such hearing, subpoenas shall be issued only at the discretion of the arbitrator.

E. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil and criminal actions, and irrelevant and unduly repetitious evidence shall be excluded. The arbitrator shall not be bound by technical rules of evidence. The arbitrator shall rule on the admission or exclusion of evidence.

F. Each party shall have these rights: To be represented by legal counsel or other person of his/her choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. In the case of an appeal of discipline, if the employee does not testify on his/her own behalf, he/she may be called and examined as if under cross-examination. Oral evidence shall be taken only on oath or affirmation. A court reporter will be engaged to record the hearing, unless the parties (City, employee/employer representative) mutually agree that same is not necessary. In the event that both parties mutually agree that a court reporter is not necessary the hearing shall be electronically recorded. If either party requests a transcript of the electronic recording, the parties shall have the recording transcribed by a court reporter, and the costs shall be shared equally by the parties.

G. A binding arbitration hearing appealing discipline shall proceed in the following manner, unless the arbitrator, for special reason, otherwise directs:

1. The party imposing discipline shall be permitted to make an opening statement;
2. The appealing party shall then be permitted to make an opening statement;
3. The party imposing disciplinary action shall produce the evidence on his/her part; the City bears the burden of proof and burden of producing evidence of the misconduct;
4. The party appealing from such disciplinary action may then open his/her defense and offer his/her evidence in support thereof; the employee bears the burden of proof and the burden of producing evidence for any affirmative defenses asserted;
5. The parties may then, in order, respectively offer rebutting evidence only, unless the arbitrator for good reason, permits them to offer evidence upon their original case;
6. Closing arguments shall be permitted and written briefs may be permitted at the discretion of the arbitrator.

H. A binding arbitration for a grievance shall proceed in the following manner, unless the arbitrator, for special reason, otherwise directs:

1. The grievant(s) shall be permitted to make an opening statement;
2. The City shall then be permitted to make an opening statement;
3. The grievant(s) shall present the evidence on his/her/their parts; the grievant(s) bear the burden of proof and

burden of producing evidence supporting their claim(s);

4. The City may then open its defense and offer evidence in support thereof; the City bears the burden of proof and the burden of producing evidence for any affirmative defenses asserted;

5. The parties may then, in order, respectively offer rebutting evidence only, unless the arbitrator for good reason, permits them to offer evidence upon their original case;

6. Closing arguments shall be permitted and written briefs may be permitted at the discretion of the arbitrator.

I. The arbitrator shall determine relevancy, weight, and credibility of testimony and evidence. He/she shall base his/her findings on the preponderance of evidence. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the arbitrator, in his/her discretion, for good cause, otherwise directs. No still photographs, moving pictures or television pictures shall be taken in the hearing chamber during a hearing. The arbitrator, prior to or during a hearing, may grant a continuance for any reason he/she believes to be important to reaching a fair and proper decision. The arbitrator shall render his/her judgment as soon after the conclusion of the hearing as reasonably possible and in no event later than thirty (30) calendar days after conducting the hearing. In the case of an appeal of discipline, the arbitrator's decision shall set forth which charges, if any, are sustained and the reasons therefor. In the case of a grievance, the arbitrator's decision shall set forth the relief, if any, provided to grievant(s) and the reasons therefore. The opinion shall set forth findings of fact and conclusions. The opinion shall be binding.

J. In the case of an appeal of discipline, the arbitrator may recommend sustaining or rejecting any or all of the charges filed against the employee. He/she may recommend sustaining, rejecting or modifying the disciplinary action invoked against the employee. He/she may not increase the level of discipline imposed by the City Manager.

K. The arbitrator's opinion shall be filed with the City Manager, with a copy sent to all parties, and the Human Resources Division, and shall set forth his/her findings and decision.

L. In the case of a dismissal hearing where a dismissal is not the arbitrator's decision, the opinion shall set forth the recommended date the employee is recommended to be reinstated and/or other recommended action. The reinstatement date, if appropriate, may be any time on or after the date of disciplinary action.

M. In the case of an appeal of discipline, if the discipline imposed resulted in loss of pay, and the arbitrator's decision results in reduction or elimination of loss of pay and/or other benefits, the pay and/or benefits loss shall be restored to the employee based on the number of regularly scheduled work hours lost computed at his/her then base hourly rate.

N. The costs of the arbitration and the court reporter shall be shared equally by the parties.

O. The provisions of Section 1285 et. seq. of the Code of Civil Procedure shall be applicable to proceedings under this Section.

SECTION 3 Appeals of Suspensions of Forty (40) Hours or Less and Promotional Probationary Rejections

A permanent employee shall have the right to appeal a suspension of forty (40) hours or less or promotional probationary rejection in the following manner:

1. The Police Chief shall cause to be served on the employee affected, by registered mail or personal delivery, a statement signed by the Police Chief of the specific action against the employee. This statement shall clearly inform the employee that he/she has the right, within ten (10) working days after receipt of this notice, to request an informal hearing on the action by filing the request with the Police Chief.

2. If within the ten day appeal period the employee involved does not file said appeal, unless good cause for the failure is shown, the action of the City shall be considered conclusive and shall take effect as prescribed.

3. If within the ten day appeal period the employee involved files such notice of appeal by giving written notice of appeal to the Police Chief, a time for an appeal hearing before the City Manager or the Police Chief (at the employee's discretion) shall be established. The date for a hearing shall not be less than ten (10) calendar days, nor more than thirty (30) calendar days, from the date of the filing of the appeal, unless the parties stipulate to a different date. All interested parties shall be notified in writing of the date, time, and place of the hearing at least seven (7) calendar days prior to the hearing.

4. The City Manager, or Police Chief, shall conduct an informal hearing on the appeal. Each party shall have the opportunity to present all relevant information in support of its respective position. These proceedings may be electronically recorded and either party shall have the right to cause them to be reported by a certified shorthand reporter at the party's expense.

   Within ten (10) calendar days after the conclusion of the hearing, the City Manager, or Police Chief, shall deliver to the employee a written decision which shall either (a) affirm the decision, (b) modify it by (1) holding that certain charges were not established by a preponderance of the evidence and/or (2) reducing the penalty or (3) overturn the decision in its entirety. Said decision shall be final and binding on the parties, subject to their right to seek judicial review pursuant to 1094.5 and 1094.6 of the California Code of Civil Procedure.

Persons who have been rejected from probationary status in an entry level position shall have no right to appeal such action under these provisions.

SECTION 4 Appeals of Written Reprimands

Any employee wishing to formally appeal a written reprimand must submit a written request to his/her Bureau Supervisor (the Bureau Lieutenant, or if there is no Lieutenant, the Bureau Commander) within ten days of receipt of the written reprimand. The Bureau Supervisor will then assign the appeal to an uninvolved supervisor of at least one rank above the rank of the supervisor issuing the original written reprimand. Absent a written stipulation to the contrary, the employee will be provided with an evidentiary hearing before the assigned, uninvolved supervisor within 30 days. The decision of the assigned, uninvolved supervisor to sustain, modify or dismiss the written reprimand shall be considered final.

ARTICLE 51: GRIEVANCE PROCEDURES

SECTION 1: Purpose of Rule

A. To promote improved employer-employee relations by establishing grievance procedures on matters for which appeal or hearing is not provided by other regulations.

B. To afford employees individually or through recognized employee organizations a systematic means of obtaining further consideration of problems after every reasonable effort has failed to resolve them through discussions.

C. To provide that grievances shall be settled as near as possible to the point of origin.

D. To provide that grievances shall be conducted as informally as possible.

SECTION 2 Matters Subject to Grievance Procedure

An employee or recognized employee organization shall have the right to file a grievance concerning an alleged violation of expressed terms of a memorandum of understanding provision, City policy, City Rules and Regulations, administrative orders and/or procedures, except that the following subjects are excluded from the scope of the grievance procedure:

A. Disciplinary action.

B. Matters which are within the exclusive jurisdiction of another agency, and for which a means of appeal is provided.

C. Performance evaluations.

SECTION 3 Informal Grievance Procedure

An employee or recognized employee organization who has a problem or complaint subject to the grievance procedure should first attempt to settle same through discussion with the immediate supervisor within fifteen (15) calendar days that the employee knew, or by the exercise of reasonable diligence should have known, of the circumstances giving rise to the grievance. In the case of a recognized employee organization, it shall attempt to settle such problem with the Human Resources Division. If, after this discussion, the employee does not believe the problem has been satisfactorily resolved, the employee shall have the right to discuss it with the supervisor's immediate supervisor, if any. Every effort shall be made to find an acceptable solution by informal means at the lowest possible level of supervision.

If the employee or recognized employee organization is not in agreement with the decision reached by discussion, the employee or recognized employee organization shall then have the right to file a formal grievance in writing within ten (10) calendar days after receiving the informal decision of the immediate supervisor or Human Resources Division. Formal written grievances shall specifically identify the employee(s) affected, shall specifically identify the action being grieved, and shall include a statement of the action(s) desired by the grievant and the reasons therefor.

SECTION 4 Formal Grievance Procedure (Levels of Review Through Chain of Command)

A. First Level of Review: For a grievance by an individual employee only, such grievance shall be presented in writing to the employee's immediate management supervisor (Bureau Manager), who shall render a decision and comments in writing and return them to the employee within ten (10) calendar days after receipt of the grievance. If the employee does not agree with the supervisor's decision, or if no answer has been received within ten (10) calendar days, the employee may present the grievance, in writing, to the Police Chief. Failure of the employee to take further action within ten (10) calendar days after receipt of the written decision of the management supervisor, or within fifteen (15) calendar days if no decision is rendered, shall constitute a waiver of the grievance. For a grievance filed by the recognized employee organization on its own behalf, or on behalf of more than one individual employee, the initial formal filing of the grievance shall be with the Police Chief as set forth in Paragraph B below and shall be filed within ten (10) calendar days after receiving the informal decision of the Human Resources Division.

B. Police Chief Review: The Police Chief, or designee, shall discuss the grievance with the grievant(s), the grievant(s)'s representative(s), if any, and with other appropriate persons. The Police Chief shall render a decision and comments in writing, and return them to the grievant(s) within ten (10) calendar days after receiving the grievance. If the grievant(s) does not agree with the decision reached, or if no answer has been received within ten (10) calendar days, the grievant(s) may present the grievance in writing to the City Manager. Failure of the grievant(s) to take further action within ten (10) calendar days after receipt of the Police Chief's written decision, or within fifteen (15) calendar days if no decision is rendered, shall constitute waiver of the grievance.

C. City Manager: The City Manager, or designee, upon receipt of the grievance, shall discuss the grievance with the grievant(s), or the grievant(s)'s designated representative(s), and with other appropriate persons. The City Manager shall render a decision in writing to the grievant(s) within twenty (20) calendar days after receiving the grievance. If the employee does not agree with the decision reached, or if no answer has been received within twenty (20) calendar days, the grievant(s) shall have a right to have the matter decided at binding arbitration

pursuant to this agreement. Failure of the employee to take further action within ten (10) calendar days after receipt of the City Manager's written decision, or within twenty (20) calendar days if no decision is rendered, shall constitute waiver of arbitration.

SECTION 5 Conduct of Grievance Procedure

A. The time limits specified above may be extended to a definite date by mutual agreement of the grievant(s) and a representative of the City or the reviewer concerned.

B. The grievant(s) may request the assistance of another person of his/her own choosing in preparing and presenting the grievance at any level of review.

C. Grievants shall be assured freedom from reprisal for using the Grievance Procedures.

ARTICLE 52: SIGNATURES

CITY OF REDLANDS	
Eddie Tejeda , Mayor	Date
Attest:	
Jeanne Donaldson, City Clerk	Date

REDLANDS POLICE OFFICERS ASSOCIATION	
Joseph Valdivia, President	Date
Jacob Kalinski, Attorney for the Association	Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF REDLANDS

AND

THE REDLANDS PROFESSIONAL FIREFIGHTERS ASSOCIATION

UNION LOCAL NO. 1354, I.A.F.F.

JULY 1, 2023 – JUNE 30, 2026

MEMORANDUM OF UNDERSTANDING

Between

The City of Redlands

And

The Redlands Professional Firefighters Association

Union Local No. 1354, I.A.F.F.

July 1, 2023 – June 30, 2026

Article 1: Term of Memorandum of Understanding....4
Article 2: Preamble....4
Article 3: Recognition....4
Article 4: Management Rights....4
Article 5: Discrimination....4
Article 6: Grievance Procedure....4
Article 7: Prevailing Benefits....7
Article 8: Productivity....7
Article 9: Promotions....7
Article 10: Required Work Hours....7
Article 11: Rules and Regulations....7
Article 12: Safety Practices....7
Article 13: Savings Clause....7
Article 14: No Strike Provision....8
Article 15: Equivalent Benefits....8
Article 16: Lost Firefighter....8
Article 17: Consolidation of Fire Services....8
Article 18: Salaries....8
Article 19: Overtime Compensation....8
Article 20: Education Incentive Pay....9
Article 21: Certification Pay....9
Article 22: Longevity Pay....9
Article 23: Paramedic Pay....9
Article 24: Call Back Pay....9
Article 25: Paramedic Certification....10
Article 26: Uniform Allowance....10
Article 27: Bilingual Pay....10

Article 28: Deferred Compensation Contribution 10
Article 29: Payroll Deduction of Dues 10
Article 30: Medical Insurance....10
Article 31: Dental Insurance....13
Article 32: Life Insurance 13
Article 33: Vision Care 13
Article 34: Wellness Program 13
Article 35: Disability Insurance....13
Article 36: Driver's License Physical Examinations 13
Article 37: Modified Duty Policy 13
Article 38: Minimum Staffing Levels....13
Article 39: Personal Exposure Reporting System....14
Article 40: Union Activities 14
Article 41: Retirement – Public Employees' Retirement System (PERS)....15
Article 42: Defined Contribution & Contribution Plans 15
Article 43: Death on Duty....16
Article 44: Vacation....16
Article 45: Compensatory Time 17
Article 46: Sick Leave 17
Article 47: Holiday Schedule and Holiday Carryover Prohibition....18
Article 48: Bereavement Leave....19
Article 49: Leave of Absence Without Pay 19
Article 50: Shift Exchange....19
Article 51 Zipper Clause 19
Article 52: Signatures....19

Article 1: Term of Memorandum of Understanding

Except where expressly stated otherwise herein, the City and Association agree that the provisions of this Memorandum of Understanding shall become effective July 1, 2023 and expire on June 30, 2026.

Article 2: Preamble

This Memorandum of Understanding (MOU) is entered into by and between the City of Redlands, hereinafter referred to as "City", and the Redlands Professional Firefighters Association, Local No. 1354, International Association of Firefighters, hereinafter referred to as "Union." It is the purpose of this MOU to achieve and maintain harmonious relations between the City and the Union; to provide for equitable and peaceful adjustment of differences which may arise; and to establish wages, hours, and terms and conditions of employment, as agreed to, for the term of this MOU The parties hereby agree that the terms of the MOU shall not become effective unless and until approved by appropriate action of the City Council of the City of Redlands.

Article 3: Recognition

The City recognizes the Union as the exclusive bargaining agent for all safety employees of the Fire Department (Firefighter, Fire Engineer, and Fire Captain), excluding the Fire Chief, Deputy Fire Chiefs, Fire Battalion Chiefs.

Article 4: Management Rights

The authority of the City includes the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; exercise complete control and discretion over its organization and the technology of performing its work, provided, however, that the exercise and retention of such rights does not preclude employees or their representatives from meeting and conferring on the effects that decisions on these matters may have on wages, hours, benefits and working conditions.

Article 5: Discrimination

The City agrees not to discriminate against any employee for their activity on behalf of, or membership in, the Union and other terms and conditions of employment.

Article 6: Grievance Procedure

Section 6.01: GRIEVANCE DEFINED

A grievance is an alleged violation of this Memorandum of Understanding, the Personnel Rules or a written City policy.

Section 6.02: PROCEDURE

A. ***INFORMAL PROCEDURE***

The grievant and the City's representative shall make every effort to resolve the grievance at the lowest level of supervision. Thus, the grievant shall attempt to discuss the grievance with the immediate supervisor before resorting to the Formal Grievance Procedure, below. However, if the grievant is unable to resolve the grievance informally before the time period for filing a Formal Grievance Procedure (ten working days from the date the grievance allegedly occurred), the grievant must proceed to the Formal Grievance Procedure in accordance with the time limits therein or he/she will have waived the right to proceed in the Formal Grievance Procedure.

B. ***FORMAL GRIEVANCE PROCEDURE***

1. **First Level of Review**

The grievant shall present the formal grievance in writing to his/her supervisor within ten (10) working days from the alleged occurrence of the violation. The written grievance shall contain the following information:

a. Name of grievant and job title;
b. Department/Section;
c. Clear and concise statement of the nature of the grievance including the circumstances and dates involved;
d. The specific provisions of the Memorandum of Understanding, City Policy or Personnel rules alleged to have been violated;
e. Requested remedy;
f. Name of the grievant's representative, if any; and
g. Date and signature of grievant.

The supervisor shall render a decision and comments in writing and return them to the grievant within ten (10) working days after receiving the written grievance. If the grievant does not agree with the supervisor's decision or if no answer has been received within the specified time period, the grievant shall present the grievance in writing to the Department Head to his/her designee within ten (10) working days of the date the supervisor's decision is rendered or should have been rendered pursuant to the specified time period.

2. **Second Level – Department Head Review**

The Department Head or his/her designee shall discuss, upon request, the grievance with the grievant, the grievant's representative if any, and with other appropriate persons. The Department head or designee shall render his/her decision and comments within ten (10) working days after receiving the formal grievance. If the grievant does not agree with the decision reached or if no answer has been received within the specified time period, the grievant may move the grievance to the next level of the grievance procedure. In order to do so, the grievant must submit the grievance to the City Manager, along with a written request that the grievance be considered at the third level, within ten (10) working days of the date the Department Head's decision is rendered, or should have been rendered, pursuant to the specified time period.

3. **THIRD LEVEL – CITY MANAGER**

If the grievance is submitted to the City Manager for review and settlement, the City Manager may elect the methods he/she considers appropriate for the study of the issues and shall render a written decision to the parties within ten (10) working days of

receipt the grievance.

4. **FOURTH LEVEL – ADVISORY MEDIATION**

If the grievance has not been resolved after completion of the fourth level above, either the Union or the City may request non-binding mediation through the State of California, Department of Industrial Relations Mediation and Conciliation Service. This mediation shall be provided by the State at no cost to either the City, to the employee, or the Association. This step shall be inapplicable if a cost is to be incurred by any party or person.

5. **FIFTH LEVEL – BINDING ARBITRATION**

If the grievance is not adjusted to the satisfaction of the employee under the procedures set forth in the foregoing sessions, the employee or his designated representative, if any, within ten (10) working days after the completion of the last step under the fourth level above, shall submit a written letter to the City Manager, stating the matter has not been resolved and the intention to invoke arbitration before a neutral third party. Such statement, along with a copy of the record of the grievance developed to that point, shall be transmitted to the City Manager along with the statement of intention for an arbitration hearing.

The Association shall request a list of seven (7) arbitrators from the California State Mediation and Conciliation Service no later than ten (10) working days after delivering the letter of intent to invoke arbitration. Upon receipt of the list of arbitrators, both the City and the Association shall have the opportunity to informally and mutually agree upon an arbitrator. Should neither side informally and mutually agree to an arbitrator, each side will begin the process of alternatively striking names that are unacceptable. Should no name be acceptable at the end of the striking process, within five (5) working days of the Association shall request a new list of seven (7) arbitrators from the State of California Mediation and Conciliation Service and upon receipt of such list, the striking process shall resume until such time that a mutually agree arbitrator has been selected by both parties. The cost of the arbitrator fees, including travel and transcription services shall be equally shared by both the Association and the City. Each party shall be responsible for their own costs for the arbitration, including subpoena and witness fees. The final decision of the arbitrator shall be final and binding upon both the Association and the City, however it is agreed and understood that the arbitrator does not have the authority to change any City rule, policy or resolution nor any provision of this agreement.

C. ***GENERAL PROVISIONS***

1. The grievant is entitled to representation of his/her choice at any point in the grievance procedure.
2. Failure by the grievant to meet any of the specified time lines shall constitute a withdrawal and waiver of the grievance. Failure by the City to meet any of the specified time lines shall entitle the grievant to appeal to the next level of review.
3. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as maximum, and every effort should be made to expedite the process. If the last day of the specified time period falls on a weekend or a City Hall observed holiday, it shall be moved to the next working day that City Hall is open. Otherwise, the time specified may be extended

only by mutual written consent.

4. Probationary employees may not grieve a rejection from probation.
5. Employees shall be assured freedom from reprisal for using the grievance procedure.
6. The Personnel Office shall act as a central repository for all grievance records.
7. Failure on the part of an employee or his/her representative to appear for any scheduled meeting without notification may constitute a withdrawal and waiver of the grievance.

Article 7: Prevailing Benefits

All terms and conditions of employment set forth in the MOU, including past practices defined as such by prevailing law and which clarify the meaning of a contract provision, will remain in full force and effect for the term of the agreement unless modified by mutual agreement of the parties. All other matters affecting terms and conditions of employment and which constitute actual past practices defined as such by prevailing law, shall be subject to change during the tem of this MOU either by mutual agreement or by virtue of the meet and confer process and any applicable impasse resolution procedures being completed.

Article 8: Productivity

The City and the Union shall work together in the interest of maintaining and improving efficiency in all municipal operations, the conservation of materials, supplies, equipment, the improvement in quality of workmanship and service to the public.

Article 9: Promotions

Employees promoted to positions above the classification of Firefighter shall be advanced in salary to a minimum of step 3 in that salary range. Upon satisfactory completion of six (6) months probation they shall be advanced to step 4.

Article 10: Required Work Hours

The required hours per week for all Fire Department shift personnel shall be fifty six (56) hours per week.

Article 11: Rules and Regulations

Rules and regulations shall be a formal part of this agreement. New rules, or changes in rules, shall be accomplished through the meet and confer process. This meet and confer process will be limited to changes in said rules and regulations.

Article 12: Safety Practices

The Union supports the City's safety program objectives and agrees to do its utmost to see that its members cooperate and improve safety practices.

Article 13: Savings Clause

If any provision of this MOU, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this MOU shall remain in full force and effect.

Article 14: No Strike Provision

The Union agrees that it will not authorize, instigate, aid, condone, or engage in any strike, which will interrupt or interfere with the operation of the City. The Employer places the Union on notice of its intention and right to terminate any employee who instigates or engages in any strike or work stoppage which interrupts or interferes with the operation of the City.

Article 15: Equivalent Benefits

If during the term of this agreement, another Redlands safety unit negotiates an increase to compensation in the following areas: base salary, tuition reimbursement, education incentive or leave accrual, such terms shall become applicable to Local 1354 members who shall receive an equivalent increase in compensation, only if the change in compensation results in a net increase in total compensation (i.e. the value of City provided benefits) to any unit member in the other safety unit.

Article 16: Lost Firefighter

The City will inter at Hillside Cemetery, at no cost to the firefighter or his/her family, any active firefighter who dies in the line of duty, or dies from any diseases that is recognized by the State of California as being associated with the job of being a firefighter.

Article 17: Consolidation of Fire Services

Should the City consider consolidation of any City fire service that would impact Unit members, the City agrees to meet and discuss any such plans for changes in the fire service. Notwithstanding the commitment to meet and discuss any proposed changes in the fire service that would impact Unit members, the City agrees to meet and confer on any proposed changes in the fire service required by the Meyers-Milias-Brown Act.

Article 18: Salaries

All unit members shall receive the following:

1. Effective the first full pay period following July 1, 2023, all unit members will receive a seven percent (7%) increase to base salary.
2. Effective the first full pay period following July 1, 2024, all unit members will receive a two percent (2%) increase to base salary.
3. Effective the first full pay period following July 1, 2025, all unit members will receive a two percent (2%) increase to base salary.

Article 19: Overtime Compensation

A. Overtime compensation shall be calculated and paid as follows:
B. Overtime pay shall be earned at time and one-half for all hours worked over an FLSA 7 day period/fifty-three (53) hours per week for shift personnel.
C. Overtime pay shall be earned at time and one-half for all hours worked over forty (40) hours per week for non-shift personnel.
D. Computation of overtime shall exclude time paid for holidays, vacation, sick leave, military leave, administrative leave, workers' compensation, and compensatory time off.
E. Compensation for overtime shall be paid the payday following the FLSA 7 day work period in which the overtime is earned.

Article 20: Education Incentive Pay

Employees may qualify for a seven and one-half percent (7.5%) increase in base salary upon submitting satisfactory proof of the completion of the following educational requirements:

A. An Associate of Arts or an Associate of Science degree with eighteen (18) fire science units approved by the Fire Chief; or
B. Fifteen (15) years of sworn fire service and eighteen (18) fire science units as approved by the Fire Chief; or
C. State Fire Officer Certification or equivalent certification authorized by the State Board of Fire Services and sixteen (16) fire science units approved by the Fire Chief; or
D. State Fire Inspector Series or equivalent certification authorized by the State Board of Fire Services and sixteen (16) fire science units approved by the Fire Chief.

Employees may qualify for a ten percent (10%) increase in base salary upon submitting satisfactory proof of the completion of the following educational requirements: Bachelor of Arts or Bachelor of Science degree with eighteen (18) fire science units approved by the Fire Chief.

Article 21: Certification Pay

The Fire Chief shall designate up to six (6) unit employees who shall possess and maintain a Fire Investigator Certification, recognized by the Office of the State Fire Marshall (OSFM), to receive a 5% increase in base salary. The number of designated employees may be reduced if there are not six unit members that possess the appropriate certification.

The Fire Chief shall designate up to sixteen (16) unit employees who shall possess and maintain a Hazardous Materials Technician Certification, recognized by the OSFM, to receive a 2.5% increase in base salary. The number of designated employees may be reduced if there are not sixteen unit members that possess the appropriate certification.

Article 22: Longevity Pay

Employees in the unit with 19 years of continuous service with the City of Redlands shall advance to Step 7 on the salary schedule. In the event that a unit member is not at Step 6 when he/she is eligible for Step 7, the unit member will advance to the next step in their salary range and continue to advance based on merit until the unit member reaches Step 7.

Effective July 1, 2021, employees in the unit with 14 years of continuous service with the City of Redlands shall advance to Step 6 on the salary schedule. In the event that a unit member is not at Step 5 when he/she is eligible for Step 6, the unit member will advance to the next step in their salary range and continue to advance based on merit until the unit member reaches Step 6.

Article 23: Paramedic Pay

All members of Local 1354 (Captains, Engineers and Firefighters) who possess and maintain their paramedic certification shall receive a paramedic compensation allowance, which shall be equal to fifteen percent (15%) of Step 5 of the Firefighter Range.

Article 24: Call Back Pay

All employees in the unit who are called back to work from their off duty period shall be

compensated with six (6) hours minimum at straight time. This compensation shall be over and above the actual time worked.

Article 25: Paramedic Certification

Paramedic recertification hours shall be considered as overtime and calculated and paid as set forth in the overtime compensation agreement.

Article 26: Uniform Allowance

Each employee in the unit shall receive a uniform allowance of five hundred dollars ($1100.00) per year, with $550 paid in January and $550 paid in June. In addition, the City shall provide each employee in the unit with five (5) shirts upon hire and every two (2) years thereafter. Uniforms damaged in the line of duty shall be replaced as determined by the Fire Chief.

Article 27: Bilingual Pay

Employees are eligible for bilingual pay in accordance with the City's Bilingual Pay Program and upon approval by the Department Head and City Manager. Authorized employees shall receive additional compensation in the amount of One Hundred Dollars ($100) per month.

Article 28: Deferred Compensation Contribution

The City shall make an annual contribution to the 401(a) on behalf of each member in the amount of $1125 plus 2% of salary.

On the first day after the last pay period in November, unit members that have a floating holiday balance of 24 hours, shall deposit the following into the 401(a) plan. Contributions will be made in the following order up to the IRS maximum allowed:

1. One hundred percent (100%) of available sick time at the end of the year available for buy-back shall be deposited.
2. One hundred percent (100%) of available floating holiday time shall be deposited.
3. Seventy-five percent (75%) of compensation time shall be deposited.
4. Sixty percent (60%) of vacation time shall be deposited.

Upon service or medical retirement under the PERS retirement plan, unit members shall deposit the cash value of their vacation, floating holidays, and comp time into the 401(a) program up to the maximum allowed by law.

Article 29: Payroll Deduction of Dues

The City agrees to deduct each pay period, dues and assessments in an amount certified to be current by the Secretary/Treasurer of the Union from the pay of each member of the unit. The total amount of deductions shall be remitted each pay period by the City to the Secretary/Treasurer of the Union.

Article 30: Medical Insurance

The City shall contribute directly to CalPERS on behalf of each employee three hundred and ninety-seven dollars ($397.00) per month pursuant to Resolution No. 4572, adopted by the City Council on

September 5, 1989. In addition, the City shall contribute an amount through the City's cafeteria plan that is equal to the difference between the City's PEMHCA minimum contribution and the following amounts:

	July 1, 2023	January 1, 2024	January 1, 2025
Employee Only	$ 750	$ 775	$ 800
Employee +1	$ 1,500	$ 1,550	$ 1,600
Family	$ 1,950	$ 2,025	$ 2,100

City contributions to the cafeteria plan may be used toward available cafeteria benefits, including City medical premiums, expenditures covered under Flexible Spending Accounts, and post-employment health plan (PEHP). For members of the Defined Class receiving contributions to the Retiree Medical Trust pursuant to below the City shall on a pre-tax basis deposit the cash value of the employee's available cafeteria benefits to the employee's Trust account.

There shall be no cash option for available cafeteria benefits.

Unit employees opting out of City medical coverage shall receive $350 per month upon written proof of additional coverage.

RETIREE HEALTH

For unit members who qualify as an "annuitant" under PEMHCA, the City will contribute directly to CalPERS on behalf of each annuitant three hundred and ninety-seven dollars ($397.00) per month pursuant to Resolution No. 4572, adopted by the City Council on September 5, 1989.

Applicable only to unit members hired prior to City Council adoption of the 2012-2015 MOU (October 16, 2012), upon service or disability retirement under the PERS retirement plan, or in the event of the death of an employee prior to retirement, employees who have served a minimum of fifteen (15) years of service with the City of Redlands and who qualify as annuitants under PEMHCA, the City shall contribute to a retiree health savings account the difference between the PEMHCA minimum and the cost of medical, dental and vision insurance premiums for the employee, spouse, and eligible dependents ("lifetime health insurance.") Lifetime health insurance shall be at no cost to the retired employee and shall cover the employee and eligible dependents under a plan equal to that provided from time to time to full-time employees. Lifetime health insurance includes medical, dental, vision care as provided in the unit MOU.

Unit members hired after October 16, 2012, who achieve fifteen (15) years of service and who qualify as an annuitant under PEMHCA shall be entitled to a "medical bridge" program for themselves upon retirement from the City until they become Medicare-Eligible. Under the "Medical Bridge," the City will contribute to a Retiree Medical Trust as set for the below the difference between the PEMHCA minimum and the cost of employee-only coverage for the least expensive equivalent health, vision and dental plan as provided by the City to its then existing unit members through the CalPERS medical plan until the annuitant reaches the age of Medicare eligibility at which time the benefit will cease and annuitants will only receive the three hundred

and ninety-seven ($397) per month pursuant to Resolution No. 4572 adopted by the City council on September 5, 1989. Unit members who receive the medical bridge program can select coverage for dependents, however, the additional cost much be paid for by the annuitant and will not be paid for by the City.

RETIREE MEDICAL TRUST

ACKNOWLEDGEMENT. The City acknowledges that Union has entered into an agreement with the IAFF Medical Expense Reimbursement Plan of the Washington State Council of Fire Fighters Employee Benefit Trust (hereafter, the "Trust"). The purpose of the Trust shall be to provide for retiree health expense reimbursement benefits.

DEFINED CLASS OF EMPLOYEES RECEIVING CONTRIBUTIONS. The "Defined Class" of employees receiving contributions to the Trust, as set forth herein, consists of all employees of the City of Redlands represented by the Union hired on or after City Council adoption of 2012-2015 MOU (October 16, 2012). Employees hired prior to October 16, 2012 shall be excluded from Trust participation.

EMPLOYEE CONTRIBUTION AMOUNT. The City and the Union agree that the City shall withhold a mandatory contribution of $200.00 per month on a pre-tax basis from the pay of every employee in the Defined Class and shall transmit such contributions to the Trust pursuant to the requirements in Section F below. No employee in the Defined Class shall be permitted to opt-out of the mandatory contributions or receive any portion of the contribution in cash.

EMPLOYER CONTRIBUTION AMOUNT. The City shall make a mandatory employer contribution to the Trust of $100.00 per month on a pre-tax basis for every employee in the Defined Class. No employee in the Defined Class shall be permitted to opt-out of the mandatory contributions or receive any portion of the employer contribution in cash.

CONTRIBUTORY RETIREE CONTRIBUTION. For every employee in the Defined Class meeting the requirements set forth in Section 3 above, the City shall upon the employee's retirement from the City contribute the Medical Bridge benefit in accordance with the terms set forth in above to the retiree's Trust account on a pre-tax basis. No employee/retiree in the Defined Class shall be permitted to opt-out of the mandatory contributions or receive any portion of the Medical Bridge contribution in cash.

MANDATORY ACCRUED VACATION LEAVE CONRIBUTION (at Separation other than retirement). For every employee in the Defined Class, the City shall, upon the employee's separation from the City, irrevocably contribute to the employee's Trust account on a pre-tax basis, an amount equal in value to 100% of the payments that would otherwise be paid to the employee for unused vacation leave under this MOU. No cash out option will be available.

REMITTANCE OF CONTRIBUTIONS. The City shall remit the above contributions and/or accrued leave payments directly to the Trust for the duration of the Memorandum of Understanding. Those contributions shall be remitted per pay period, in one aggregate [ACH transfer or wire] directly to the custodian of the Trust within 30 days of the date the payment would have been payable to the employee.

REPORTING TO TRUST OFFICE. The City shall electronically submit to the Trust Office a report of contributing employees for each contribution sent to the Trust, in the format requested by the Trust.

The City hereby acknowledges receipt of the Trust Agreement governing the Trust and will comply with rules set by the Trust Office in regard to reporting and depositing the required contributions set forth herein.

Article 31: Dental Insurance

The City shall contribute the entire monthly premium for employees and eligible dependents under the Principal Financial or equivalent dental plan.

Article 32: Life Insurance

The City shall contribute the entire monthly premium for a life insurance policy in the amount of twenty five thousand dollars ($25,000) for all employees in the unit.

Article 33: Vision Care

The City agrees to contribute the entire monthly premium for members of this unit and their eligible dependents for a vision insurance plan with VSP Vision or its equivalent.

Article 34: Wellness Program

The City and Union agree to develop a committee to discuss and potentially implement a mutually agreed upon wellness program.

Article 35: Disability Insurance

The City agrees to provide State Disability Insurance (SDI) to all members of the unit.

Article 36: Driver's License Physical Examinations

The City shall pay for the required physical examinations of employees required by their job classifications to maintain Class A or Class B driver's licenses. Time spent participating in the required physical examination will be considered as time worked.

Article 37: Modified Duty Policy

The Union agrees that the City's modified duty policy also applies to members of this unit, with the stipulation that all modified duty will occur within either the Police or Fire Departments. The City agrees to enter into discussions concerning modified duty for personnel injured while off duty on a case by case basis.

Article 38: Minimum Staffing Levels

The City shall maintain a minimum staffing level, utilizing members of Local 1354. Each engine company will be staffed by three (3) suppression personnel, each truck company will be staffed with four (4) suppression personnel and each paramedic squad will be staffed with two (2) suppression personnel. All engine companies shall have one (1) captain, one (1) engineer, and one (1) firefighter as part of their staffing. All truck companies shall have one (1) captain, two (2) engineers, and one (1) firefighter as part of their staffing. Any advanced life support (paramedic) unit shall have a minimum of two (2) paramedics. Any paramedic assessment unit (PAU) shall have

a minimum of one (1) paramedic. The minimum daily staffing levels shall not drop below eighteen (18) personnel excluding the Battalion Chief.

If during the term of this Agreement, the City is prepared to open a fifth fire station, the parties agree to reopen the Agreement to begin meet and confer discussions regarding Article 39, Minimum Staffing, within no less than three (3) months of the scheduled opening. This reopener shall be limited to negotiating an increase in minimum staffing to staff a fifth fire station (i.e., the City shall not make any proposals to decrease or eliminate minimum staffing). The parties understand that nothing herein requires the City to increase minimum staffing.

Article 39: Personal Exposure Reporting System

The City shall continue to contribute the entire cost of the Personal Exposure Reporting Recording System developed by the California Professional Firefighters Association and Administered by the California Firefighter Foundation. The Association shall provide the City with the Personal Exposure Reporting Recording System annual report.

Article 40: Union Activities

Section 40.01: MEET AND CONFER

A. Local 1354 may appoint members of its union to serve on a bargaining team for the purpose of meeting and conferring with City officials, however bargaining team members must be identified prior to bargaining commencing. Release time for bargaining shall be with the approval of the Fire Chief. Should the department be unable to provide release time, another bargaining session shall be scheduled at a mutually agreeable time between the Union and City.
B. Firefighters serving on the bargaining team during their scheduled working hours shall earn their regular rate of pay during any workday hours that bargaining occurs. Firefighters not on duty shall not earn pay, including overtime, for meeting and conferring.

Section 40.02: GRIEVANCE HANDLING

A. Local 1354 may appoint members of its union to act as employee representatives for the purpose of investigating grievances and attending grievance meetings. Release time for grievance handling shall be with the approval of the Fire Chief. Should the department be unable to provide release time, another time shall be scheduled that is mutually agreeable between the Union and City.
B. Firefighters acting as employee representatives for the purpose of grievance handling during their scheduled working hours shall earn their regular rate of pay during any work day hours that grievance handling occurs. Firefighters not on duty shall not earn pay, including overtime, for grievance handling.

Section 40.03: OFFICIAL UNION BUSINESS

A. Each year Local 1354 members may contribute vacation leave hours to create a total bank of two hundred-forty (240) hours that members may utilize for Official Union Business Leave, such as attending training or conventions. Official Union Business Leave must be pre-approved by the Fire Chief and the City Manager.
B. The City agrees to provide release time for one Union representative for up to three consecutive shifts for the attendance of I.A.F.F. and/or C.P.F. legislative conferences, I.A.F.F. and/or C.P.F. general conferences and educational seminars.

Section 40.04: *NOTIFICATION OF UNION OFFICIALS*

A current list of members making up the Board of Directors, including their term of office, shall be submitted to the Personnel Office and Fire Chief as changes in Board membership occur.

Section 40.05: *UNION MEETINGS*

The Union shall be allowed the use of City facilities to hold union meetings. Represented employees who are on duty shall be allowed to attend said meetings with approval of the duty Chief.

Article 41: Retirement – Public Employees' Retirement System (PERS)

A. Only as to unit members hired prior to January 1, 2013 ("Classic Members"), the City shall provide the following provisions in its contract with the PERS retirement system:
   1. 3% @ 50 Retirement Formula
   2. Survivor Continuance
   3. Highest Single Year
   4. All classic unit members, including those employed by the City prior January 1, 2013, shall individually pay the Government Code section 20678 CALPERS Local Safety Member Contribution as follows: 9% of "compensation" as defined in the Government Code.

B. Public Employees Pension Reform Act (PEPRA):
   1. PEPRA shall in its entirety be given full force and effect as it may from time to time exist, as described below.
   2. Unit employees newly employed by the City on and after January 1, 2013 ("New Members"), shall individually pay an initial Member CALPERS contribution rate of 50% of the normal cost rate for the Defined Benefit Plan in which said newly hired employee is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater. (Government Code section 7522.30)

      Unit members who are new City employees on and after January 1, 2013, shall be enrolled in the SAFETY OPTION PLAN TWO (2.7% at 57) (Government Code section 7522.25(e), with final pensionable compensation (as defined for new members in Government Code § 7522.34) being determined by reference to the highest average annual pensionable compensation earned during a period of 36 consecutive months. (Government Code § 7522.32(a).)

C. To the extent permitted by law, retirement contributions herein made by the employees shall be made on a pre-tax basis.

Article 42: Defined Contribution & Contribution Plans

A. The City shall make available to Association members a qualified 401a, 401 Defined Contribution, Defined Distribution plan(s) and a Retirement Health Savings Plan, as allowed by law. All programs shall be structured in accordance with State and Federal law.

B. For Association members depositing the accrued buy back amounts placed into qualified plan(s), the City shall make the deposit into the appropriate account on a pre-tax basis.

Article 43: Death on Duty

A. If an employee dies while on duty, the City shall calculate compensation for the entire shift. The eligible dependents of deceased employees shall be entitled to benefits as follows:

B. Sick leave accruals, lifetime medical insurance and other applicable benefits shall be calculated and/or compensated according to the eligibility requirements stated in the current MOU.

C. In the event the deceased employee qualified for a service retirement (i.e. age 50 and with a minimum of five (5) years of service with the City), the City shall calculate and/or compensate benefits in the same manner as an employee service retirement.

Article 44: Vacation

A. The vacation accrual for employees in the unit shall be as follows:

1. 24 Hour Shift Personnel

Years/Months of Service	Shifts
1 – 5 (0-59 mos)	5
6 – 7 (60-83 mos)	6
8 – 9 (84-107 mos)	7
10 – 13 (108-155 mos)	8
14 – 15 (156-179 mos)	9
16 – 20 (180-239)	10.5
20 + (240+ mos)	11

2. 8 Hour Shift Personnel

Years/Months of Service	Hours
1 – 5 (0-59 mos)	80
6 – 7 (60-83 mos)	120
8 – 9 (84-107 mos)	128
10 – 11 (108-131 mos)	136
12 – 13 (132-155 mos)	144
14 – 15 (156-179 mos)	152
16 – 20 (180-239 mos)	160
21 (240-251 mos)	168
22 (252-263 mos)	176
23 (264-275 mos)	184
24 (276-287 mos)	192
25 + (288+ mos)	200

B. Effective July 1, 2023, employees may accrue a maximum of 528 hours. Once an employee accrues 528 hours, they will no longer accrue hours until their balance falls below the 528 hours cap. Employees shall be paid for unused vacation at the time of separation.

C. There shall be a limit of eight (8) personnel off for vacation per shift as follows:

1. Two (2) Captains,
2. Two (2) Engineers,
3. Three (3) paramedics, and
4. One (1) firefighter.

Article 45: Compensatory Time

A. The City shall provide each employee in the unit with the option of receiving overtime compensation in the form of compensatory time off (CTO) or cash payment. Employees shall be authorized to accumulate no more than two hundred-forty (240) hours of CTO during any calendar year. Should there be an excess of two hundred-forty (240) hours at the end of the calendar year, all hours over two hundred-forty (240) hours shall be paid out in cash. All accumulated CTO shall be utilized within twelve (12) months of the time it is earned.

B. Employees shall be authorized to utilize the accumulated CTO for any purpose. The City agrees that it is at the discretion of the employee to use compensatory time off in lieu of vacation or holiday time.

Article 46: Sick Leave

Section 46.01: ACCRUAL

Paid sick leave shall accrue at 5.6 hours per pay period and taken in twenty-four (24) hour shifts. Employees who work a forty (40) hour week will accrue sick leave at 3.7 hours per pay period.

Section 46.02: BUY-BACK

A. 24 Hour Shift Personnel

1. Unit employees with more than seven hundred (700) hours of sick leave accrual may buy back up to three (3) shifts of sick leave accrual each year, based on the following schedule:

   No sick leave used during applicable period – buy back three (3) shifts.
   One (1) shift of sick leave used during applicable period – buy back two (2) shifts.
   Two (2) sick leave shifts used during applicable period – buy back one (1) shift.
   Three (3) or more shifts of sick leave used during applicable period – no buy back entitlement.

2. Unit employees with more than one thousand one hundred (1100) hours of sick leave accrual may buy back up to six (6) shifts of sick leave accrual each year, based on the following schedule:

   No sick leave used during applicable period – buy back six (6) shifts.
   One (1) shift of sick leave used during applicable period – buy back five (5) shifts.
   Two (2) sick leave shifts used during applicable period – buy back four (4) shifts.
   Three (3) sick leave shifts used during applicable period – buy back three (3) shifts.
   Four (4) sick leave shifts used during applicable period – buy back two (2) shifts.
   Five (5) sick leave shifts used during applicable period – buy back one (1) shift.
   Six (6) sick leave shifts used during applicable period – no buy back entitlement.

3. The election to sell leave shall be made no later than December 15 of the year prior to payment. Payment will be made in November of the following year. Elections made are irrevocable and may not be changed once submitted. A unit member must meet the hour requirements for the buyback elected at time of payment. If they do not meet the required hours at the time of payment they will revert to the maximum buyback for which they qualify.

B. 40 Hour Week Personnel

1. At the end of each calendar year, each employee in the unit may elect to be paid cash at their prevailing hourly rate for each sick leave day accumulated during the

preceding calendar year, in excess of six (6) sick leave days, to be paid in November of the following year. A total of one (1) year's accumulation must be on the books prior to any compensation being paid. This election is irrevocable and may not be changed once the election is made. Unit members may also choose to accumulate all sick leave days from year to year to an unlimited amount.

Section 46.03: *ACCRUAL PAYMENT UPON RETIREMENT*

A. Upon service or medical retirement under the PERS retirement plan, or in the event of the death of an employee prior to retirement, employees with less than fifteen (15) years service with the City may elect one (1) of the following options for payment of unused sick leave:
   1. Convert all remaining sick leave accrued at the time of retirement to cash value at the final rate of pay and deposit in the Post Employment Health Plan (PEHP) where it can be used for applicable premiums payable under the City's medical insurance program for the employee and eligible dependents. In the event that the employee dies prior to exhaustion of the cash value of said benefits, the remaining cash value may be applied towards the premiums of covered dependents until exhausted, subject to the conditions and limitations of the PEHP.
   2. At the time of service retirement, disability retirement, or at the death of an active employee, accrued sick leave may be cashed out at the prevailing hourly rate at three-percent (3%) for each year of service to a maximum of 100%.
   3. At the time of retirement or disability retirement extend service credit equal to one hundred percent (100%) of accrued sick leave on the books.

B. Upon service or medical retirement under the PERS retirement plan, or in the event of the death of an employee prior to retirement, employees who have served a minimum of fifteen (15) years service with the City, shall be provided lifetime health insurance or the Medical Bridge in accordance with Article 31, Section D. In addition, affected employees also have the option of being compensated for unused sick leave on the books at the time of retirement by either option 2 or 3 above.

Article 47: Holiday Schedule and Holiday Carryover Prohibition

A. Twenty-four (24) hour shift personnel in the unit shall be compensated with fourteen (14) 12-hour holidays per year and two (2) 12-hour floating holidays per year. Effective January 1, 1997, compensation shall be based on 6.46 hours for 26 pay periods. Floating holidays not used by December 31st of each year will be paid off the following January.

B. Within the first week of December, represented shift personnel shall have the option of submitting to the Finance Department a declaration of intent to convert their 168 hours of holiday pay to one hundred sixty eight (168) hours of compensatory time off for the ensuing calendar year.

C. Non-shift personnel shall receive the same holidays granted to other employees as established by Council Resolution.

D. Non-shift personnel shall not be allowed to carry over holidays from one calendar year to another. Floating holidays not taken by December 31 shall be paid off in January of the following year.

E. Holidays shall be paid at the rate of pay applicable to the shift to which the employee is regularly assigned and shall include supplemental pay (Paramedic Pay, Educational Incentive, Certification Pay) which may apply to the specific firefighter. The city will

report to CalPERS the Holiday Cash out amounts. This amount is derived from an employee's left over holiday cash out amount and paid at regular rate, which includes base payrate, paramedic pay, and educational incentive pay. The city will report the holiday cash out on an annual basis to CalPERS in January of each year.

Article 48: Bereavement Leave

In the case of death in the immediate family, shift personnel will be compensated with forty eight (48) hours paid leave and hourly employees will be compensated with two (2) days paid leave. Immediate family shall be defined as the following relatives to either the employee, registered domestic partner or spouse of the employee: spouse, child (including a foster child or ward of the court), parent, grandparent, grandchildren, brother and sister.

Article 49: Leave of Absence Without Pay

If an employee takes more than five (5) accumulated days of leave without pay in a calendar year, commencing at the beginning of the sixth (6th) day of leave without pay and any day of leave without pay thereafter during the calendar year; sick leave and vacation accruals will be adjusted proportionately to eliminate benefit accruals for any day an employee is on leave without pay.

Article 50: Shift Exchange

Employees shall have the right to exchange shifts on an "unlimited freedom of trade" basis as long as the trade does not interfere with the normal operation of the Fire Department. The Fire Chief shall approve such procedure.

Article 51: Article 52: Zipper Clause

The parties agree that all negotiable items have been discussed during negotiations leading to this MOU, including salaries and benefits, and conditions of employment and therefore further agree that negotiations will not be reopened on any item during the life of this MOU except my mutual agreement or as provided elsewhere in this MOU.

Article 52: Signatures

CITY OF REDLANDS	
Eddie Tejeda, Mayor	Date
Attest:	
Jeanne Donaldson, City Clerk Date	

REDLANDS PROFESSIONAL FIREFIGHTERS ASSOCIATION LOCAL NO. 1354 I.A.F.F.	
Brent Fuller, President	Date
Dustin Whitaker, Vice President	Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF REDLANDS

AND

THE REDLANDS PROFESSIONAL FIREFIGHTERS ASSOCIATION

UNION LOCAL NO. 1354, I.A.F.F.

JULY 1, 2023 – JUNE 30, 2026

MEMORANDUM OF UNDERSTANDING

Between

The City of Redlands

And

The Redlands Professional Firefighters Association

Union Local No. 1354, I.A.F.F.

July 1, 2023 – June 30, 2026

Article 1: Term of Memorandum of Understanding....4
Article 2: Preamble....4
Article 3: Recognition....4
Article 4: Management Rights....4
Article 5: Discrimination....4
Article 6: Grievance Procedure....4
Article 7: Prevailing Benefits....7
Article 8: Productivity....7
Article 9: Promotions....7
Article 10: Required Work Hours....7
Article 11: Rules and Regulations....7
Article 12: Safety Practices....7
Article 13: Savings Clause....7
Article 14: No Strike Provision....8
Article 15: Equivalent Benefits....8
Article 16: Lost Firefighter....8
Article 17: Consolidation of Fire Services....8
Article 18: Salaries....8
Article 19: Overtime Compensation....8
Article 20: Education Incentive Pay....9
Article 21: Certification Pay....9
Article 22: Longevity Pay....9
Article 23: Paramedic Pay....9
Article 24: Call Back Pay....9
Article 25: Paramedic Certification....10
Article 26: Uniform Allowance....10
Article 27: Bilingual Pay....10

Article 28: Deferred Compensation Contribution 10
Article 29: Payroll Deduction of Dues 10
Article 30: Medical Insurance 10
Article 31: Dental Insurance 13
Article 32: Life Insurance 13
Article 33: Vision Care 13
Article 34: Wellness Program 13
Article 35: Disability Insurance 13
Article 36: Driver's License Physical Examinations 13
Article 37: Modified Duty Policy 13
Article 38: Minimum Staffing Levels 13
Article 39: Personal Exposure Reporting System 14
Article 40: Union Activities 14
Article 41: Retirement – Public Employees' Retirement System (PERS) 15
Article 42: Defined Contribution & Contribution Plans 15
Article 43: Death on Duty 16
Article 44: Vacation 16
Article 45: Compensatory Time 17
Article 46: Sick Leave 17
Article 47: Holiday Schedule and Holiday Carryover Prohibition 18
Article 48: Bereavement Leave 19
Article 49: Leave of Absence Without Pay 19
Article 50: Shift Exchange 19
Article 51 Zipper Clause 19
Article 52: Signatures 19

Article 1: Term of Memorandum of Understanding

Except where expressly stated otherwise herein, the City and Association agree that the provisions of this Memorandum of Understanding shall become effective July 1, 2023 and expire on June 30, 2026.

Article 2: Preamble

This Memorandum of Understanding (MOU) is entered into by and between the City of Redlands, hereinafter referred to as "City", and the Redlands Professional Firefighters Association, Local No. 1354, International Association of Firefighters, hereinafter referred to as "Union." It is the purpose of this MOU to achieve and maintain harmonious relations between the City and the Union; to provide for equitable and peaceful adjustment of differences which may arise; and to establish wages, hours, and terms and conditions of employment, as agreed to, for the term of this MOU The parties hereby agree that the terms of the MOU shall not become effective unless and until approved by appropriate action of the City Council of the City of Redlands.

Article 3: Recognition

The City recognizes the Union as the exclusive bargaining agent for all safety employees of the Fire Department (Firefighter, Fire Engineer, and Fire Captain), excluding the Fire Chief, Deputy Fire Chiefs, Fire Battalion Chiefs.

Article 4: Management Rights

The authority of the City includes the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; exercise complete control and discretion over its organization and the technology of performing its work, provided, however, that the exercise and retention of such rights does not preclude employees or their representatives from meeting and conferring on the effects that decisions on these matters may have on wages, hours, benefits and working conditions.

Article 5: Discrimination

The City agrees not to discriminate against any employee for their activity on behalf of, or membership in, the Union and other terms and conditions of employment.

Article 6: Grievance Procedure

Section 6.01: GRIEVANCE DEFINED

A grievance is an alleged violation of this Memorandum of Understanding, the Personnel Rules or a written City policy.

Section 6.02: PROCEDURE

A. ***INFORMAL PROCEDURE***

The grievant and the City's representative shall make every effort to resolve the grievance at the lowest level of supervision. Thus, the grievant shall attempt to discuss the grievance with the immediate supervisor before resorting to the Formal Grievance Procedure, below. However, if the grievant is unable to resolve the grievance informally before the time period for filing a Formal Grievance Procedure (ten working days from the date the grievance allegedly occurred), the grievant must proceed to the Formal Grievance Procedure in accordance with the time limits therein or he/she will have waived the right to proceed in the Formal Grievance Procedure.

B. ***FORMAL GRIEVANCE PROCEDURE***

1. **First Level of Review**

The grievant shall present the formal grievance in writing to his/her supervisor within ten (10) working days from the alleged occurrence of the violation. The written grievance shall contain the following information:

a. Name of grievant and job title;
b. Department/Section;
c. Clear and concise statement of the nature of the grievance including the circumstances and dates involved;
d. The specific provisions of the Memorandum of Understanding, City Policy or Personnel rules alleged to have been violated;
e. Requested remedy;
f. Name of the grievant's representative, if any; and
g. Date and signature of grievant.

The supervisor shall render a decision and comments in writing and return them to the grievant within ten (10) working days after receiving the written grievance. If the grievant does not agree with the supervisor's decision or if no answer has been received within the specified time period, the grievant shall present the grievance in writing to the Department Head to his/her designee within ten (10) working days of the date the supervisor's decision is rendered or should have been rendered pursuant to the specified time period.

2. **Second Level – Department Head Review**

The Department Head or his/her designee shall discuss, upon request, the grievance with the grievant, the grievant's representative if any, and with other appropriate persons. The Department head or designee shall render his/her decision and comments within ten (10) working days after receiving the formal grievance. If the grievant does not agree with the decision reached or if no answer has been received within the specified time period, the grievant may move the grievance to the next level of the grievance procedure. In order to do so, the grievant must submit the grievance to the City Manager, along with a written request that the grievance be considered at the third level, within ten (10) working days of the date the Department Head's decision is rendered, or should have been rendered, pursuant to the specified time period.

3. **THIRD LEVEL – CITY MANAGER**

If the grievance is submitted to the City Manager for review and settlement, the City Manager may elect the methods he/she considers appropriate for the study of the issues and shall render a written decision to the parties within ten (10) working days of

receipt the grievance.

4. **FOURTH LEVEL – ADVISORY MEDIATION**

If the grievance has not been resolved after completion of the fourth level above, either the Union or the City may request non-binding mediation through the State of California, Department of Industrial Relations Mediation and Conciliation Service. This mediation shall be provided by the State at no cost to either the City, to the employee, or the Association. This step shall be inapplicable if a cost is to be incurred by any party or person.

5. **FIFTH LEVEL – BINDING ARBITRATION**

If the grievance is not adjusted to the satisfaction of the employee under the procedures set forth in the foregoing sessions, the employee or his designated representative, if any, within ten (10) working days after the completion of the last step under the fourth level above, shall submit a written letter to the City Manager, stating the matter has not been resolved and the intention to invoke arbitration before a neutral third party. Such statement, along with a copy of the record of the grievance developed to that point, shall be transmitted to the City Manager along with the statement of intention for an arbitration hearing.

The Association shall request a list of seven (7) arbitrators from the California State Mediation and Conciliation Service no later than ten (10) working days after delivering the letter of intent to invoke arbitration. Upon receipt of the list of arbitrators, both the City and the Association shall have the opportunity to informally and mutually agree upon an arbitrator. Should neither side informally and mutually agree to an arbitrator, each side will begin the process of alternatively striking names that are unacceptable. Should no name be acceptable at the end of the striking process, within five (5) working days of the Association shall request a new list of seven (7) arbitrators from the State of California Mediation and Conciliation Service and upon receipt of such list, the striking process shall resume until such time that a mutually agree arbitrator has been selected by both parties. The cost of the arbitrator fees, including travel and transcription services shall be equally shared by both the Association and the City. Each party shall be responsible for their own costs for the arbitration, including subpoena and witness fees. The final decision of the arbitrator shall be final and binding upon both the Association and the City, however it is agreed and understood that the arbitrator does not have the authority to change any City rule, policy or resolution nor any provision of this agreement.

C. ***GENERAL PROVISIONS***

1. The grievant is entitled to representation of his/her choice at any point in the grievance procedure.
2. Failure by the grievant to meet any of the specified time lines shall constitute a withdrawal and waiver of the grievance. Failure by the City to meet any of the specified time lines shall entitle the grievant to appeal to the next level of review.
3. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as maximum, and every effort should be made to expedite the process. If the last day of the specified time period falls on a weekend or a City Hall observed holiday, it shall be moved to the next working day that City Hall is open. Otherwise, the time specified may be extended

only by mutual written consent.

4. Probationary employees may not grieve a rejection from probation.
5. Employees shall be assured freedom from reprisal for using the grievance procedure.
6. The Personnel Office shall act as a central repository for all grievance records.
7. Failure on the part of an employee or his/her representative to appear for any scheduled meeting without notification may constitute a withdrawal and waiver of the grievance.

Article 7: Prevailing Benefits

All terms and conditions of employment set forth in the MOU, including past practices defined as such by prevailing law and which clarify the meaning of a contract provision, will remain in full force and effect for the term of the agreement unless modified by mutual agreement of the parties. All other matters affecting terms and conditions of employment and which constitute actual past practices defined as such by prevailing law, shall be subject to change during the tem of this MOU either by mutual agreement or by virtue of the meet and confer process and any applicable impasse resolution procedures being completed.

Article 8: Productivity

The City and the Union shall work together in the interest of maintaining and improving efficiency in all municipal operations, the conservation of materials, supplies, equipment, the improvement in quality of workmanship and service to the public.

Article 9: Promotions

Employees promoted to positions above the classification of Firefighter shall be advanced in salary to a minimum of step 3 in that salary range. Upon satisfactory completion of six (6) months probation they shall be advanced to step 4.

Article 10: Required Work Hours

The required hours per week for all Fire Department shift personnel shall be fifty-six (56) hours per week.

Article 11: Rules and Regulations

Rules and regulations shall be a formal part of this agreement. New rules, or changes in rules, shall be accomplished through the meet and confer process. This meet and confer process will be limited to changes in said rules and regulations.

Article 12: Safety Practices

The Union supports the City's safety program objectives and agrees to do its utmost to see that its members cooperate and improve safety practices.

Article 13: Savings Clause

If any provision of this MOU, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this MOU shall remain in full force and effect.

Article 14: No Strike Provision

The Union agrees that it will not authorize, instigate, aid, condone, or engage in any strike, which will interrupt or interfere with the operation of the City. The Employer places the Union on notice of its intention and right to terminate any employee who instigates or engages in any strike or work stoppage which interrupts or interferes with the operation of the City.

Article 15: Equivalent Benefits

If during the term of this agreement, another Redlands safety unit negotiates an increase to compensation in the following areas: base salary, tuition reimbursement, education incentive or leave accrual, such terms shall become applicable to Local 1354 members who shall receive an equivalent increase in compensation, only if the change in compensation results in a net increase in total compensation (i.e. the value of City provided benefits) to any unit member in the other safety unit.

Article 16: Lost Firefighter

The City will inter at Hillside Cemetery, at no cost to the firefighter or his/her family, any active firefighter who dies in the line of duty, or dies from any diseases that is recognized by the State of California as being associated with the job of being a firefighter.

Article 17: Consolidation of Fire Services

Should the City consider consolidation of any City fire service that would impact Unit members, the City agrees to meet and discuss any such plans for changes in the fire service. Notwithstanding the commitment to meet and discuss any proposed changes in the fire service that would impact Unit members, the City agrees to meet and confer on any proposed changes in the fire service required by the Meyers-Milias-Brown Act.

Article 18: Salaries

All unit members shall receive the following:

1. Effective the first full pay period following July 1, 2023, all unit members will receive a seven percent (7%) increase to base salary.
2. Effective the first full pay period following July 1, 2024, all unit members will receive a two percent (2%) increase to base salary.
3. Effective the first full pay period following July 1, 2025, all unit members will receive a two percent (2%) increase to base salary.

Article 19: Overtime Compensation

A. Overtime compensation shall be calculated and paid as follows:
B. Overtime pay shall be earned at time and one-half for all hours worked over an FLSA 7-day period/fifty-three (53) hours per week for shift personnel.
C. Overtime pay shall be earned at time and one-half for all hours worked over forty (40) hours per week for non-shift personnel.
D. Computation of overtime shall exclude time paid for holidays, vacation, sick leave, military leave, administrative leave, workers' compensation, and compensatory time off.
E. Compensation for overtime shall be paid the payday following the FLSA 7-day work period in which the overtime is earned.

Article 20: Education Incentive Pay

Employees may qualify for a seven and one-half percent (7.5%) increase in base salary upon submitting satisfactory proof of the completion of the following educational requirements:

A. An Associate of Arts or an Associate of Science degree with eighteen (18) fire science units approved by the Fire Chief; or
B. Fifteen (15) years of sworn fire service and eighteen (18) fire science units as approved by the Fire Chief; or
C. State Fire Officer Certification or equivalent certification authorized by the State Board of Fire Services and sixteen (16) fire science units approved by the Fire Chief; or
D. State Fire Inspector Series or equivalent certification authorized by the State Board of Fire Services and sixteen (16) fire science units approved by the Fire Chief.

Employees may qualify for a ten percent (10%) increase in base salary upon submitting satisfactory proof of the completion of the following educational requirements: Bachelor of Arts or Bachelor of Science degree with eighteen (18) fire science units approved by the Fire Chief.

Article 21: Certification Pay

The Fire Chief shall designate up to six (6) unit employees who shall possess and maintain a Fire Investigator Certification, recognized by the Office of the State Fire Marshall (OSFM), to receive a 5% increase in base salary. The number of designated employees may be reduced if there are not six unit members that possess the appropriate certification.

The Fire Chief shall designate up to sixteen (16) unit employees who shall possess and maintain a Hazardous Materials Technician Certification, recognized by the OSFM, to receive a 2.5% increase in base salary. The number of designated employees may be reduced if there are not sixteen unit members that possess the appropriate certification.

Article 22: Longevity Pay

Employees in the unit with 19 years of continuous service with the City of Redlands shall advance to Step 7 on the salary schedule. In the event that a unit member is not at Step 6 when he/she is eligible for Step 7, the unit member will advance to the next step in their salary range and continue to advance based on merit until the unit member reaches Step 7.

Effective July 1, 2021, employees in the unit with 14 years of continuous service with the City of Redlands shall advance to Step 6 on the salary schedule. In the event that a unit member is not at Step 5 when he/she is eligible for Step 6, the unit member will advance to the next step in their salary range and continue to advance based on merit until the unit member reaches Step 6.

Article 23: Paramedic Pay

All members of Local 1354 (Captains, Engineers and Firefighters) who possess and maintain their paramedic certification shall receive a paramedic compensation allowance, which shall be equal to fifteen percent (15%) of Step 5 of the Firefighter Range.

Article 24: Call Back Pay

All employees in the unit who are called back to work from their off-duty period shall be

compensated with six (6) hours minimum at straight time. This compensation shall be over and above the actual time worked.

Article 25: Paramedic Certification

Paramedic recertification hours shall be considered as overtime and calculated and paid as set forth in the overtime compensation agreement.

Article 26: Uniform Allowance

Each employee in the unit shall receive a uniform allowance of five hundred dollars ($1100.00) per year, with $550 paid in January and $550 paid in June. In addition, the City shall provide each employee in the unit with five (5) shirts upon hire and every two (2) years thereafter. Uniforms damaged in the line of duty shall be replaced as determined by the Fire Chief.

Article 27: Bilingual Pay

Employees are eligible for bilingual pay in accordance with the City's Bilingual Pay Program and upon approval by the Department Head and City Manager. Authorized employees shall receive additional compensation in the amount of One Hundred Dollars ($100) per month.

Article 28: Deferred Compensation Contribution

The City shall make an annual contribution to the 401(a) on behalf of each member in the amount of $1125 plus 2% of salary.

On the first day after the last pay period in November, unit members that have a floating holiday balance of 24 hours, shall deposit the following into the 401(a) plan. Contributions will be made in the following order up to the IRS maximum allowed:

1. One hundred percent (100%) of available sick time at the end of the year available for buy-back shall be deposited.
2. One hundred percent (100%) of available floating holiday time shall be deposited.
3. Seventy-five percent (75%) of compensation time shall be deposited.
4. Sixty percent (60%) of vacation time shall be deposited.

Upon service or medical retirement under the PERS retirement plan, unit members shall deposit the cash value of their vacation, floating holidays, and comp time into the 401(a) program up to the maximum allowed by law.

Article 29: Payroll Deduction of Dues

The City agrees to deduct each pay period, dues and assessments in an amount certified to be current by the Secretary/Treasurer of the Union from the pay of each member of the unit. The total amount of deductions shall be remitted each pay period by the City to the Secretary/Treasurer of the Union.

Article 30: Medical Insurance

The City shall contribute directly to CalPERS on behalf of each employee three hundred and ninety-seven dollars ($397.00) per month pursuant to Resolution No. 4572, adopted by the City Council on

September 5, 1989. In addition, the City shall contribute an amount through the City's cafeteria plan that is equal to the difference between the City's PEMHCA minimum contribution and the following amounts:

	July 1, 2023	January 1, 2024	January 1, 2025
Employee Only	$ 750	$ 775	$ 800
Employee +1	$ 1,500	$ 1,550	$ 1,600
Family	$ 1,950	$ 2,025	$ 2,100

City contributions to the cafeteria plan may be used toward available cafeteria benefits, including City medical premiums, expenditures covered under Flexible Spending Accounts, and post-employment health plan (PEHP). For members of the Defined Class receiving contributions to the Retiree Medical Trust pursuant to the below the City shall on a pre-tax basis deposit the cash value of the employee's available cafeteria benefits to the employee's Trust account.

There shall be no cash option for available cafeteria benefits.

Unit employees opting out of City medical coverage shall receive $350 per month upon written proof of additional coverage.

RETIREE HEALTH

For unit members who qualify as an "annuitant" under PEMHCA, the City will contribute directly to CalPERS on behalf of each annuitant three hundred and ninety-seven dollars ($397.00) per month pursuant to Resolution No. 4572, adopted by the City Council on September 5, 1989.

Applicable only to unit members hired prior to City Council adoption of the 2012-2015 MOU (October 16, 2012), upon service or disability retirement under the PERS retirement plan, or in the event of the death of an employee prior to retirement, employees who have served a minimum of fifteen (15) years of service with the City of Redlands and who qualify as annuitants under PEMHCA, the City shall contribute to a retiree health savings account the difference between the PEMHCA minimum and the cost of medical, dental and vision insurance premiums for the employee, spouse, and eligible dependents ("lifetime health insurance.") Lifetime health insurance shall be at no cost to the retired employee and shall cover the employee and eligible dependents under a plan equal to that provided from time to time to full-time employees. Lifetime health insurance includes medical, dental, and vision care as provided in the unit MOU.

Unit members hired after October 16, 2012, who achieve fifteen (15) years of service and who qualify as an annuitant under PEMHCA shall be entitled to a "medical bridge" program for themselves upon retirement from the City until they become Medicare-Eligible. Under the "Medical Bridge," the City will contribute to a Retiree Medical Trust as set for the below the difference between the PEMHCA minimum and the cost of employee-only coverage for the least expensive equivalent health, vision and dental plan as provided by the City to its then existing unit members through the CalPERS medical plan until the annuitant reaches the age of Medicare eligibility at which time the benefit will cease and annuitants will only receive the three hundred

and ninety-seven ($397) per month pursuant to Resolution No. 4572 adopted by the City council on September 5, 1989. Unit members who receive the medical bridge program can select coverage for dependents, however, the additional cost much be paid for by the annuitant and will not be paid for by the City.

RETIREE MEDICAL TRUST

ACKNOWLEDGEMENT. The City acknowledges that Union has entered into an agreement with the IAFF Medical Expense Reimbursement Plan of the Washington State Council of Fire Fighters Employee Benefit Trust (hereafter, the "Trust"). The purpose of the Trust shall be to provide for retiree health expense reimbursement benefits.

DEFINED CLASS OF EMPLOYEES RECEIVING CONTRIBUTIONS. The "Defined Class" of employees receiving contributions to the Trust, as set forth herein, consists of all employees of the City of Redlands represented by the Union hired on or after City Council adoption of 2012-2015 MOU (October 16, 2012). Employees hired prior to October 16, 2012 shall be excluded from Trust participation.

EMPLOYEE CONTRIBUTION AMOUNT. The City and the Union agree that the City shall withhold a mandatory contribution of $200.00 per month on a pre-tax basis from the pay of every employee in the Defined Class and shall transmit such contributions to the Trust pursuant to the requirements in Section F below. No employee in the Defined Class shall be permitted to opt-out of the mandatory contributions or receive any portion of the contribution in cash.

EMPLOYER CONTRIBUTION AMOUNT. The City shall make a mandatory employer contribution to the Trust of $100.00 per month on a pre-tax basis for every employee in the Defined Class. No employee in the Defined Class shall be permitted to opt-out of the mandatory contributions or receive any portion of the employer contribution in cash.

CONTRIBUTORY RETIREE CONTRIBUTION. For every employee in the Defined Class meeting the requirements set forth in Section 3 above, the City shall upon the employee's retirement from the City contribute the Medical Bridge benefit in accordance with the terms set forth in above to the retiree's Trust account on a pre-tax basis. No employee/retiree in the Defined Class shall be permitted to opt-out of the mandatory contributions or receive any portion of the Medical Bridge contribution in cash.

MANDATORY ACCRUED VACATION LEAVE CONRIBUTION (at Separation other than retirement). For every employee in the Defined Class, the City shall, upon the employee's separation from the City, irrevocably contribute to the employee's Trust account on a pre-tax basis, an amount equal in value to 100% of the payments that would otherwise be paid to the employee for unused vacation leave under this MOU. No cash out option will be available.

REMITTANCE OF CONTRIBUTIONS. The City shall remit the above contributions and/or accrued leave payments directly to the Trust for the duration of the Memorandum of Understanding. Those contributions shall be remitted per pay period, in one aggregate [ACH transfer or wire] directly to the custodian of the Trust within 30 days of the date the payment would have been payable to the employee.

REPORTING TO TRUST OFFICE. The City shall electronically submit to the Trust Office a report of contributing employees for each contribution sent to the Trust, in the format requested by the Trust.

The City hereby acknowledges receipt of the Trust Agreement governing the Trust and will comply with rules set by the Trust Office regarding reporting and depositing the required contributions set forth herein.

Article 31: Dental Insurance

The City shall contribute the entire monthly premium for employees and eligible dependents under the Principal Financial or equivalent dental plan.

Article 32: Life Insurance

The City shall contribute the entire monthly premium for a life insurance policy in the amount of twenty five thousand dollars ($25,000) for all employees in the unit.

Article 33: Vision Care

The City agrees to contribute the entire monthly premium for members of this unit and their eligible dependents for a vision insurance plan with VSP Vision or its equivalent.

Article 34: Wellness Program

The City and Union agree to develop a committee to discuss and potentially implement a mutually agreed upon wellness program.

Article 35: Disability Insurance

The City agrees to provide State Disability Insurance (SDI) to all members of the unit.

Article 36: Driver's License Physical Examinations

The City shall pay for the required physical examinations of employees required by their job classifications to maintain Class A or Class B driver's licenses. Time spent participating in the required physical examination will be considered as time worked.

Article 37: Modified Duty Policy

The Union agrees that the City's modified duty policy also applies to members of this unit, with the stipulation that all modified duty will occur within either the Police or Fire Departments. The City agrees to enter into discussions concerning modified duty for personnel injured while off duty on a case by case basis.

Article 38: Minimum Staffing Levels

The City shall maintain a minimum staffing level, utilizing members of Local 1354. Each engine company will be staffed by three (3) suppression personnel, each truck company will be staffed with four (4) suppression personnel and each paramedic squad will be staffed with two (2) suppression personnel. All engine companies shall have one (1) captain, one (1) engineer, and one (1) firefighter as part of their staffing. All truck companies shall have one (1) captain, two (2) engineers, and one (1) firefighter as part of their staffing. Any advanced life support (paramedic) unit shall have a minimum of two (2) paramedics. Any paramedic assessment unit (PAU) shall have

a minimum of one (1) paramedic. The minimum daily staffing levels shall not drop below eighteen (18) personnel excluding the Battalion Chief.

If during the term of this Agreement, the City is prepared to open a fifth fire station, the parties agree to reopen the Agreement to begin meet and confer discussions regarding Article 39, Minimum Staffing, within no less than three (3) months of the scheduled opening. This reopener shall be limited to negotiating an increase in minimum staffing to staff a fifth fire station (i.e., the City shall not make any proposals to decrease or eliminate minimum staffing). The parties understand that nothing herein requires the City to increase minimum staffing.

Article 39: Personal Exposure Reporting System

The City shall continue to contribute the entire cost of the Personal Exposure Reporting Recording System developed by the California Professional Firefighters Association and Administered by the California Firefighter Foundation. The Association shall provide the City with the Personal Exposure Reporting Recording System annual report.

Article 40: Union Activities

Section 40.01: MEET AND CONFER

A. Local 1354 may appoint members of its union to serve on a bargaining team for the purpose of meeting and conferring with City officials, however bargaining team members must be identified prior to bargaining commencing. Release time for bargaining shall be with the approval of the Fire Chief. Should the department be unable to provide release time, another bargaining session shall be scheduled at a mutually agreeable time between the Union and City.
B. Firefighters serving on the bargaining team during their scheduled working hours shall earn their regular rate of pay during any workday hours that bargaining occurs. Firefighters not on duty shall not earn pay, including overtime, for meeting and conferring.

Section 40.02: GRIEVANCE HANDLING

A. Local 1354 may appoint members of its union to act as employee representatives for the purpose of investigating grievances and attending grievance meetings. Release time for grievance handling shall be with the approval of the Fire Chief. Should the department be unable to provide release time, another time shall be scheduled that is mutually agreeable between the Union and City.
B. Firefighters acting as employee representatives for the purpose of grievance handling during their scheduled working hours shall earn their regular rate of pay during any work day hours that grievance handling occurs. Firefighters not on duty shall not earn pay, including overtime, for grievance handling.

Section 40.03: OFFICIAL UNION BUSINESS

A. Each year Local 1354 members may contribute vacation leave hours to create a total bank of two hundred-forty (240) hours that members may utilize for Official Union Business Leave, such as attending training or conventions. Official Union Business Leave must be pre-approved by the Fire Chief and the City Manager.
B. The City agrees to provide release time for one Union representative for up to three consecutive shifts for the attendance of I.A.F.F. and/or C.P.F. legislative conferences, I.A.F.F. and/or C.P.F. general conferences and educational seminars.

Section 40.04: *NOTIFICATION OF UNION OFFICIALS*

A current list of members making up the Board of Directors, including their term of office, shall be submitted to the Personnel Office and Fire Chief as changes in Board membership occur.

Section 40.05: *UNION MEETINGS*

The Union shall be allowed the use of City facilities to hold union meetings. Represented employees who are on duty shall be allowed to attend said meetings with approval of the duty Chief.

Article 41: Retirement – Public Employees' Retirement System (PERS)

A. Only as to unit members hired prior to January 1, 2013 ("Classic Members"), the City shall provide the following provisions in its contract with the PERS retirement system:
   1. 3% @ 50 Retirement Formula
   2. Survivor Continuance
   3. Highest Single Year
   4. All classic unit members, including those employed by the City prior January 1, 2013, shall individually pay the Government Code section 20678 CALPERS Local Safety Member Contribution as follows: 9% of "compensation" as defined in the Government Code.

B. Public Employees Pension Reform Act (PEPRA):
   1. PEPRA shall in its entirety be given full force and effect as it may from time to time exist, as described below.
   2. Unit employees newly employed by the City on and after January 1, 2013 ("New Members"), shall individually pay an initial Member CALPERS contribution rate of 50% of the normal cost rate for the Defined Benefit Plan in which said newly hired employee is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater. (Government Code section 7522.30)

      Unit members who are new City employees on and after January 1, 2013, shall be enrolled in the SAFETY OPTION PLAN TWO (2.7% at 57) (Government Code section 7522.25(e), with final pensionable compensation (as defined for new members in Government Code § 7522.34) being determined by reference to the highest average annual pensionable compensation earned during a period of 36 consecutive months. (Government Code § 7522.32(a).)

C. To the extent permitted by law, retirement contributions herein made by the employees shall be made on a pre-tax basis.

Article 42: Defined Contribution & Contribution Plans

A. The City shall make available to Association members a qualified 401a, 401 Defined Contribution, Defined Distribution plan(s) and a Retirement Health Savings Plan, as allowed by law. All programs shall be structured in accordance with State and Federal law.

B. For Association members depositing the accrued buy back amounts placed into qualified plan(s), the City shall make the deposit into the appropriate account on a pre-tax basis.

Article 43: Death on Duty

A. If an employee dies while on duty, the City shall calculate compensation for the entire shift. The eligible dependents of deceased employees shall be entitled to benefits as follows:

B. Sick leave accruals, lifetime medical insurance and other applicable benefits shall be calculated and/or compensated according to the eligibility requirements stated in the current MOU.

C. In the event the deceased employee qualified for a service retirement (i.e. age 50 and with a minimum of five (5) years of service with the City), the City shall calculate and/or compensate benefits in the same manner as an employee service retirement.

Article 44: Vacation

A. The vacation accrual for employees in the unit shall be as follows:

1. 24 Hour Shift Personnel

Years/Months of Service	Shifts
1 – 5 (0-59 mos)	5
6 – 7 (60-83 mos)	6
8 – 9 (84-107 mos)	7
10 – 13 (108-155 mos)	8
14 – 15 (156-179 mos)	9
16 – 20 (180-239)	10.5
20 + (240+ mos)	11

2. 8 Hour Shift Personnel

Years/Months of Service	Hours
1 – 5 (0-59 mos)	80
6 – 7 (60-83 mos)	120
8 – 9 (84-107 mos)	128
10 – 11 (108-131 mos)	136
12 – 13 (132-155 mos)	144
14 – 15 (156-179 mos)	152
16 – 20 (180-239 mos)	160
21 (240-251 mos)	168
22 (252-263 mos)	176
23 (264-275 mos)	184
24 (276-287 mos)	192
25 + (288+ mos)	200

B. Effective July 1, 2023, employees may accrue a maximum of 528 hours. Once an employee accrues 528 hours, they will no longer accrue hours until their balance falls below the 528 hours cap. Employees shall be paid for unused vacation at the time of separation.

C. There shall be a limit of eight (8) personnel off for vacation per shift as follows:

1. Two (2) Captains,
2. Two (2) Engineers,
3. Three (3) paramedics, and
4. One (1) firefighter.

Article 45: Compensatory Time

A. The City shall provide each employee in the unit with the option of receiving overtime compensation in the form of compensatory time off (CTO) or cash payment. Employees shall be authorized to accumulate no more than two hundred-forty (240) hours of CTO during any calendar year. Should there be an excess of two hundred-forty (240) hours at the end of the calendar year, all hours over two hundred-forty (240) hours shall be paid out in cash. All accumulated CTO shall be utilized within twelve (12) months of the time it is earned.

B. Employees shall be authorized to utilize the accumulated CTO for any purpose. The City agrees that it is at the discretion of the employee to use compensatory time off in lieu of vacation or holiday time.

Article 46: Sick Leave

Section 46.01: ACCRUAL

Paid sick leave shall accrue at 5.6 hours per pay period and taken in twenty-four (24) hour shifts. Employees who work a forty (40) hour week will accrue sick leave at 3.7 hours per pay period.

Section 46.02: BUY-BACK

A. 24 Hour Shift Personnel

1. Unit employees with more than seven hundred (700) hours of sick leave accrual may buy back up to three (3) shifts of sick leave accrual each year, based on the following schedule:

   No sick leave used during applicable period – buy back three (3) shifts.
   One (1) shift of sick leave used during applicable period – buy back two (2) shifts.
   Two (2) sick leave shifts used during applicable period – buy back one (1) shift.
   Three (3) or more shifts of sick leave used during applicable period – no buy back entitlement.

2. Unit employees with more than one thousand one hundred (1100) hours of sick leave accrual may buy back up to six (6) shifts of sick leave accrual each year, based on the following schedule:

   No sick leave used during applicable period – buy back six (6) shifts.
   One (1) shift of sick leave used during applicable period – buy back five (5) shifts.
   Two (2) sick leave shifts used during applicable period – buy back four (4) shifts.
   Three (3) sick leave shifts used during applicable period – buy back three (3) shifts.
   Four (4) sick leave shifts used during applicable period – buy back two (2) shifts.
   Five (5) sick leave shifts used during applicable period – buy back one (1) shift.
   Six (6) sick leave shifts used during applicable period – no buy back entitlement.

3. The election to sell leave shall be made no later than December 15 of the year prior to payment. Payment will be made in November of the following year. Elections made are irrevocable and may not be changed once submitted. A unit member must meet the hour requirements for the buyback elected at time of payment. If they do not meet the required hours at the time of payment they will revert to the maximum buyback for which they qualify.

B. 40 Hour Week Personnel

1. At the end of each calendar year, each employee in the unit may elect to be paid cash at their prevailing hourly rate for each sick leave day accumulated during the

preceding calendar year, in excess of six (6) sick leave days, to be paid in November of the following year. A total of one (1) year's accumulation must be on the books prior to any compensation being paid. This election is irrevocable and may not be changed once the election is made. Unit members may also choose to accumulate all sick leave days from year to year to an unlimited amount.

Section 46.03: *ACCRUAL PAYMENT UPON RETIREMENT*

A. Upon service or medical retirement under the PERS retirement plan, or in the event of the death of an employee prior to retirement, employees with less than fifteen (15) years service with the City may elect one (1) of the following options for payment of unused sick leave:
   1. Convert all remaining sick leave accrued at the time of retirement to cash value at the final rate of pay and deposit in the Post Employment Health Plan (PEHP) where it can be used for applicable premiums payable under the City's medical insurance program for the employee and eligible dependents. In the event that the employee dies prior to exhaustion of the cash value of said benefits, the remaining cash value may be applied towards the premiums of covered dependents until exhausted, subject to the conditions and limitations of the PEHP.
   2. At the time of service retirement, disability retirement, or at the death of an active employee, accrued sick leave may be cashed out at the prevailing hourly rate at three-percent (3%) for each year of service to a maximum of 100%.
   3. At the time of retirement or disability retirement extend service credit equal to one hundred percent (100%) of accrued sick leave on the books.

B. Upon service or medical retirement under the PERS retirement plan, or in the event of the death of an employee prior to retirement, employees who have served a minimum of fifteen (15) years service with the City, shall be provided lifetime health insurance or the Medical Bridge in accordance with Article 31, Section D. In addition, affected employees also have the option of being compensated for unused sick leave on the books at the time of retirement by either option 2 or 3 above.

Article 47: *Holiday Schedule and Holiday Carryover Prohibition*

A. Twenty-four (24) hour shift personnel in the unit shall be compensated with fourteen (14) 12-hour holidays per year and two (2) 12-hour floating holidays per year. Effective January 1, 1997, compensation shall be based on 6.46 hours for 26 pay periods. Floating holidays not used by December 31st of each year will be paid off the following January.

B. Within the first week of December, represented shift personnel shall have the option of submitting to the Finance Department a declaration of intent to convert their 168 hours of holiday pay to one hundred sixty eight (168) hours of compensatory time off for the ensuing calendar year.

C. Non-shift personnel shall receive the same holidays granted to other employees as established by Council Resolution.

D. Non-shift personnel shall not be allowed to carry over holidays from one calendar year to another. Floating holidays not taken by December 31 shall be paid off in January of the following year.

E. Holidays shall be paid at the rate of pay applicable to the shift to which the employee is regularly assigned and shall include supplemental pay (Paramedic Pay, Educational Incentive, Certification Pay) which may apply to the specific firefighter. The city will

report to CalPERS the Holiday Cash out amounts. This amount is derived from an employee's left over holiday cash out amount and paid at regular rate, which includes base payrate, paramedic pay, and educational incentive pay. The city will report the holiday cash out on an annual basis to CalPERS in January of each year.

Article 48: Bereavement Leave

In the case of death in the immediate family, shift personnel will be compensated with forty eight (48) hours paid leave and hourly employees will be compensated with two (2) days paid leave. Immediate family shall be defined as the following relatives to either the employee, registered domestic partner or spouse of the employee: spouse, child (including a foster child or ward of the court), parent, grandparent, grandchildren, brother and sister.

Article 49: Leave of Absence Without Pay

If an employee takes more than five (5) accumulated days of leave without pay in a calendar year, commencing at the beginning of the sixth (6th) day of leave without pay and any day of leave without pay thereafter during the calendar year; sick leave and vacation accruals will be adjusted proportionately to eliminate benefit accruals for any day an employee is on leave without pay.

Article 50: Shift Exchange

Employees shall have the right to exchange shifts on an "unlimited freedom of trade" basis as long as the trade does not interfere with the normal operation of the Fire Department. The Fire Chief shall approve such procedure.

Article 51: Article 52: Zipper Clause

The parties agree that all negotiable items have been discussed during negotiations leading to this MOU, including salaries and benefits, and conditions of employment and therefore further agree that negotiations will not be reopened on any item during the life of this MOU except my mutual agreement or as provided elsewhere in this MOU.

Article 52: Signatures

CITY OF REDLANDS	
Eddie Tejeda, Mayor	Date
Attest:	
Jeanne Donaldson, City Clerk Date	

REDLANDS PROFESSIONAL FIREFIGHTERS ASSOCIATION LOCAL NO. 1354 I.A.F.F.	
Brent Fuller, President	Date
Dustin Whitaker, Vice President	Date

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF REDLANDS

AND THE

REDLANDS CIVILIAN SAFETY EMPLOYEE ASSOCIATION

JULY 1, 2023 - JUNE 30, 2026

Between

The City of Redlands
And The
Redlands Civilian Safety Employee Association

July 1, 2023– June 30, 2026

Article 1. Preamble 5
Article 2. Term of Memorandum of Understanding 5
Article 3. Recognition 5
Article 4. Management Rights 5
Article 5. Salaries 6
Article 6. Retirement 6
Article 7. Education Incentive pay 7
Article 8. Longevity Pay 7
Article 9. Overtime 8
Article 10. Working Out of Classification Pay 8
Article 11. Special Assignment Pay 8
Article 12. Call Back Pay 9
Article 13. Stand-by Pay 9
Article 14. Mobile Device Pay 9
Article 15. Matron Pay 9
Article 16. Training Pay 10
Article 17. Shift Differential 10
Article 18. Uniform Allowance 10
Article 19. Deferred compensation 11
Article 20. Rideshare Program 11
Article 21. Tuition Reimbursement 11
Article 22. Bilingual Pay 11
Article 23. Death of Employee 11

Article 24. Health Insurance 12
Article 25. Dental Insurance 13
Article 26. Vision Care 13
Article 27. Life Insurance 13
Article 28. Workers' Compensation/SDI 13
Article 29. Vacation 13
Article 30. Sick Leave 14
Article 31. Bereavement Leave 14
Article 32. Leave of Absence Without Pay 15
Article 33. Military Leave 15
Article 34. Holidays 15
Article 35. Compensatory Time Off 16
Article 36. Employee Organization Rights 16
Article 37. Meal Periods 17
Article 38. Rest Periods 17
Article 39. Catastrophic Leave 18
Article 40. Leave Time Reporting 18
Article 41. Driver's License Physical Exams 18
Article 42. Employment Examination Procedures 18
Article 43. Probation 18
Article 44. Workweek /Work Schedule 18
Article 45. Promotional Positions 18
Article 46. No Strike Provision 19
Article 47. Direct Deposit 19
Article 48. Personnel File 19
Article 49. Copy of MOU to Each Employee 19
Article 50. Rules, Regulations and Resolutions 19
Article 51. Disciplinary Procedure 19
Article 52. Grievance Procedure 25
Article 53. Demotion/Non-Disciplinary 29
Article 54. Layoff Procedure 29
Article 55. Unit Modification 30

Article 56. Communications 31
Article 57. Use of Bulletin Boards 31
Article 58. Prevailing Benefits 31
Article 59. Extension of MOU 31
Article 60. Savings Clause 31
Article 61. Zipper clause 31
Article 62. Signatures 32

Article 1. PREAMBLE

It is the intent and purpose of this Memorandum of Understanding (hereinafter "MOU") to set forth the understanding of the City of Redlands (hereinafter "City") and the Redlands Civilian Safety Employees Association (hereinafter "Association" or the "Unit") reached as a result of meeting and conferring in good faith regarding, but not limited to, matters relating to the wages, hours, and terms and conditions of employment between the City and the Association.

Article 2. TERM OF MEMORANDUM OF UNDERSTANDING

Except where expressly stated otherwise herein, the City and the Association agree that the provisions of this MOU shall become effective as of July 1, 2023 and shall expire on June 30, 2026.

Article 3. RECOGNITION

A Unit employee shall be defined as an employee of the City and assigned to the Association's Unit by the City Manager in accordance with City policies and procedures. The following classifications are assigned to the Association's Unit:

Animal Services Officer
Animal Services Supervisor
Community Service Offer I/II
Crime Analyst
Digital Forensic Examiner
Dispatch Supervisor
Dispatcher I/II/III
Executive Police Assistant
Fire Prevention Inspector
Forensic Specialist
Kennel Attendant
Police Recruit
Property and Evidence Technician
Records Specialist I/II
Records Supervisor

Article 4. MANAGEMENT RIGHTS

The authority of the City includes:

- The exclusive right to determine the mission of its constituent departments, commissions and boards;
- Set standards of service;
- Determine the procedures and standards of selection for employment and promotion;
- Direct its employees;
- Take disciplinary action;
- Relieve its employees from duty because of lack of work or for other legitimate reasons;

- Maintain the efficiency of work;
- Maintain the efficiency of governmental operations;
- Determine the methods, means and personnel by which government operations are to be conducted;
- Determine the content of job classifications;
- Take all necessary actions to carry out its mission in emergencies;

  Exercise complete control and discretion over its organization and the technology of performing its work, provided, however, that the exercise and retention of such rights does not preclude employees or their representatives from meeting and conferring over effects on matters within the scope of representation.

Article 5. SALARIES

A. All Unit employees are responsible for the employee contribution to Social Security and Medicare.

B. Effective the first full pay period following July 1, 2023, all Unit employees will receive a seven percent (7%) increase to base salary.

C. Effective the first full pay period following July 1, 2024, all Unit employees will receive a two percent (2%) increase to base salary over the prior year.

D. Effective the first full pay period following July 1, 2025, all Unit employees will receive a two percent (2%) increase to base salary over the prior year.

Article 6. RETIREMENT

A. Classic Members

1. All "classic" Unit members shall personally fund 100% of the 7% of compensation earnable as and for the individual member's normal employee PERS contribution. (The term "classic" member is defined in the Public Employee's Pension Reform Act of 2013-"PEPRA.")

   All "classic" member normal contributions required to be paid by the member, whether paid by the employer or the member, shall be credited to the member's CalPERS account.

   The City shall adopt the necessary resolution(s) so that individual member contributions made by the employee may be excluded from taxable income pursuant to Section 414(h)(2) of the United States Internal Revenue Code.

   Whether as authorized by Government Code § 20692, 20636(c)(4) or any other statutory or legal basis, the City shall not report to CalPERS as any type of compensation, any portion of the normal employee PERS contributions required by PERS which are funded by the employee.

2. The City shall continue to include in this contract with CalPERS, the following provisions:

HIGHEST SINGLE YEAR
SURVIVOR CONTINUANCE
2% @ 55 RETIREMENT FORMULA

B. New Members

1. PEPRA shall in its entirety be given full force and effect as it may from time to time exist, during and after the term of this MOU, as described below. Any provision in this MOU which contradicts any provision of PEPRA shall be deemed null and void, with the contrary PEPRA provision(s) being given full force and effect.
2. Unit employees who are "new members" as defined in PEPRA, shall individually pay an initial Member CALPERS contribution rate of 50% of the normal cost rate (as defined and calculated by CalPERS) for the Defined Benefit Plan in which said newly hired member is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater. (PEPRA – Government Code section 7522.30)
3. Unit employees who are "new members," as defined in PEPRA, on and after January 1, 2013, shall be enrolled in the PEPRA retirement plan of 2%@62 (Government Code section 7522.20(a), with final pensionable compensation (as defined for new members in Government Code § 7522.34) being determined by reference to the highest average annual pensionable compensation earned during a period of 36 consecutive months. (Government Code § 7522.32(a).)

Article 7. EDUCATION INCENTIVE PAY

Employees will qualify for a three percent (3%) increase in base salary upon submitting satisfactory proof of a Master or Doctoral degree (i.e., official transcripts) where such degree is not required as part of the employee's minimum job qualifications. If a Master's degree is required as part of the employee's minimum job qualifications, the employee will only be eligible for education incentive pay upon submitting satisfactory proof of a Doctoral degree.

Article 8. LONGEVITY PAY

A. Employees with fifteen (15) years continuous service with the City, shall advance to Step "5" on the salary schedule which shall be a minimum of three percent (3%) higher than Step "4," effective with the beginning of the pay period closest to completion of their fifteenth (15th) year of service.

B. Employees with twenty (20) years continuous service with the City, shall advance to Step "6" on the salary schedule which shall be a minimum of two percent (2%) higher than Step "5," effective with the beginning of the pay period closest to completion of their twentieth (20th) year of service.

C. In the event that an employee is not at Step 4 when he/she is eligible for Step 5, at the completion of fifteen (15) years of service, the employee will advance to the next step in the salary range, and continue to advance based on merit until the employee reaches Step 5.

D. In the event that an employee is not at Step 5 when he/she is eligible for the Step 6, at the completion of twenty (20) years of service, the employee will advance to the next step in the salary range, and continue to advance based on merit until the employee reaches Step 6.

Article 9. OVERTIME

A. Overtime pay shall be earned at time and one-half for all hours. A Unit employee may elect to earn compensatory time off, at one and one-half time, in lieu of overtime pay. Overtime must be paid at the time it is worked or accrued as compensatory time. Accrued compensatory time will not be paid off in lump sum except at termination and only for those hours on the official payroll records.

B. Paid leave time, which encompasses floating holiday, vacation, sick, and compensatory time, shall not be considered hours worked for the computation of overtime. Paid holiday time and jury duty shall be considered hours worked for the computation of overtime.

C. Any Unit employee who works overtime in excess of three and one-half (3½) hours, provided that employee has worked eight (8) hours in addition to the three and one-half (3½) hours, will be entitled to have a meal at the expense of the City or be entitled to go home and eat, which will be at the discretion of the supervisor in charge.

Article 10. WORKING OUT OF CLASSIFICATION PAY

A. Whenever the needs of the City require a Unit employee to temporarily perform the duties of a higher classification than that in which the employee is currently employed, said employee shall be entitled to receive out of classification pay for the period of time that the Unit employee works out of classification. Employees approved to work out of class shall be placed at Step 0 of the classification in which they are working. If Step 0 does not provide a 5% increase, the employee will be placed at the step on the range that provides a 5% increase. Placement will not exceed Step 4 of the range.

B. In order to receive out of classification pay the following provisions must occur:

   1. A vacancy or absence must exist for out of classification pay to be paid.
   2. The employee receiving out of classification pay must perform essentially all of the functions of the higher classification in order to receive compensation.
   3. The employee shall meet the minimum qualifications for the higher classification in order to be eligible for out of classification pay.
   4. The employee shall have completed five (5) consecutive full work days in the higher classification and shall then be eligible for out of classification pay commencing with the sixth (6th) consecutive day working out of classification and continuing for all consecutive days worked thereafter

C. Working out of classification pay will only be authorized upon recommendation to the Human Resources/Risk Management Director by the Department Director and will require a Personnel Action Form with supporting documentation justifying the special assignment.

Article 11. SPECIAL ASSIGNMENT PAY

Unit employees performing in a capacity beyond the normal scope of their duties, and with increased and direct responsibility and personal liability for City operations shall be eligible for Special Assignment Pay. Special Assignment Pay shall be at a flat rate not to exceed ten percent (10%) of base salary. Special Assignment Pay will only be authorized upon Department Director recommendation, Human Resources Director concurrence, and City Manager approval.

Article 12. CALL BACK PAY

A. Call back time will be reimbursed based on a minimum two (2) hour block at time and one-half, with the exception that Unit employees will be reimbursed based on a minimum three-hour block at time and one-half if the call back is between the hours of 12:00 a.m. and 7:00 a.m. Any Unit employee who is unable to respond within thirty (30) minutes may be eliminated from the standby rotation.

B. A Unit employee working a continuous call back of at least four (4) hours that ends within eight (8) hours of the employee's regular job starting time is not required to report to duty at the employee's regularly scheduled time. When a Unit employee has worked at least two (2) hours during the eight (8) hours prior to the commencement of the regular work schedule, the employee shall automatically report to duty on the employee's regularly scheduled shift immediately commencing ten (10) hours after the end of the call-back assignment.

Article 13. STAND-BY PAY

A. Unit Employees assigned to standby duty shall receive one (1) hour of pay at straight time for standby duty on a regularly scheduled work day and four (4) hours of straight time pay for standby duty on a regularly scheduled day off or holiday.

B. In order to qualify for standby pay, a Unit employee must:

1. Be required to carry a telephone at all times;
2. Be able to report to the worksite within thirty (30) minutes; and,
3. Not consume alcoholic beverages or any other debilitating drug while on standby.

Article 14. MOBILE DEVICE PAY

The Police Chief may assign unit members in the classifications of Crime Analyst, Dispatch Supervisor, and Executive Police Assistant to carry a mobile device for the benefit of the City. Unit members assigned to carry a mobile device shall receive one hundred dollars ($100) per month in addition to their regular base salary. All employees receiving this incentive shall be required to carry the mobile device at all times.

Article 15. MATRON PAY

A. Female Community Service Officers, Dispatchers and Records Specialists who are assigned to the position after July 1, 2004, shall receive a 2.5% salary differential in recognition of the fact that they may be required to perform matron duties. This differential shall only be paid for actual hours worked when matron duties are performed.

B. Female Records Specialists assigned to the position prior to July 1, 2004, shall receive a 2.5% salary differential in recognition of the fact that they were required to perform matron duties. This differential shall continue to be paid for all hours worked until the incumbent employee transfers or promotes. If an employee leaves the position and later returns, she shall be considered to be newly assigned and shall receive the salary differential only when matron duties are actually performed as described in the previous paragraph of this Article.

Article 16. TRAINING PAY

When a dispatcher is assigned a trainee during the initial training period, the assigned training dispatcher shall be eligible to receive training pay in the amount of five percent (5%) of base salary at straight time. A dispatcher is only eligible for training pay when actively training a probationary dispatcher.

When a forensic specialist or community service officer is assigned a trainee during the initial training period, the assigned training employee shall be eligible to receive training pay in the amount of two and one half percent (2.5%) of base salary at straight time. An employee is only eligible for training pay when actively training a probationary forensic specialist or community service officer.

Article 17. SHIFT DIFFERENTIAL

The City agrees to provide a five-percent (5%) shift differential to those Unit employees who work one-half of their regularly scheduled shifts after 7:00 p.m., not to include overtime, special assignments, emergency hours, etc. worked after 7:00 p.m. The shift differential shall apply to the full regularly scheduled shift.

Article 18. UNIFORM ALLOWANCE

A. The City shall provide a clothing allowance of three hundred twenty-five dollars ($325) in the form of a check, to all non-uniformed Unit employees on payroll as of June 1st of each year. This allowance shall be paid in July of each year.

B. Unit employees in the following classifications shall receive a uniform allowance of one thousand seven hundred dollars ($1,700) per year. Two checks of eight hundred fifty dollars ($850) each shall be issued each year, one in July and one in January for unit employees employed as of June 1 and December 1, respectively.

Animal Services Officer
Animal Services Supervisor
Community Services Officer I/II
Digital Forensic Examiner
Dispatch Supervisor
Dispatcher I/II/III
Fire Prevention Inspector
Forensic Specialist
Property & Evidence Technician

C. The Kennel Attendant shall receive a boot allowance in the amount of two hundred twenty-five dollars ($225) to be paid in July of each year.

D. Uniforms are to be presentable at all times. Cleaning and maintenance of uniforms shall be the responsibility of the employee.

E. The parties recognize that their best efforts have been made to list the appropriate job classifications and uniform entitlement. In the event there is a change to job duties or an error has been made and a classification has been misidentified, that classification will be added to the above appropriate category. If new classifications are added during the term of this MOU (2023-2026), the City and the unit will meet and confer on whether the newly added classification will receive a uniform allowance or a clothing allowance.

Article 19. DEFERRED COMPENSATION

Unit employees are eligible to participate in City Deferred Compensation Plans 457 (B) and 401 (A) as provided for in State and Federal Tax Codes. The City will contribute Eight Hundred Sixty Dollars ($860) per year to a 401(A) program for Unit employees who receive a uniform allowance. The City will contribute One Thousand Five Hundred Sixty Dollars ($1560) per year to a 401(A) program for Unit employees who do not receive a uniform allowance. For new employees and employees transferring into the unit the amount will be prorated on a monthly basis for period of service within the unit. Unit employees may individually contribute additional deferred compensation to the 457 (B) Plan in accordance with Plan provisions.

Article 20. RIDESHARE PROGRAM

A. All Unit employees are eligible for participation in the City's ridesharing program. Participation in the program is voluntary and shall be in full compliance of Redlands Ridesharing Program Policy. Approved participants shall receive fifteen (15) minutes of accrued compensatory time off for each rideshare day. Ridesharing shall be reported on individual employee timesheets.

B. The program shall be monitored by the Program Coordinator. Participants in violation of the Ridesharing Policy, including falsification of reporting, shall be permanently dismissed from the program and subject to disciplinary action.

Article 21. TUITION REIMBURSEMENT

A. Unit employees shall be reimbursed up to the dollar amount charged for the same number of units per term by the University of California, Riverside. An employee shall not receive reimbursement in excess of five thousand dollars ($5,000) in any one fiscal year. The difference between the City's maximum obligation during any fiscal year and the amount of any actual reimbursement received by the employee during that fiscal year shall not be carried over or be available to use by the employee in any subsequent fiscal year.

B. The course must be satisfactorily completed with a minimum grade of "C" or equivalent.

Article 22. BILINGUAL PAY

Unit employees are eligible for bilingual pay in accordance with the City's Bilingual Pay Program, and upon approval by the Department Director and City Manager. Authorized employees shall receive additional compensation in the amount of one hundred dollars ($100) per month.

Article 23. DEATH OF EMPLOYEE

If a Unit employee dies while on duty, the City shall calculate compensation for the entire shift.

A. The eligible dependents of deceased employees shall be entitled to benefits as follows:

B. Sick leave accruals, lifetime medical insurance and other applicable benefits shall be calculated and/or compensated according to the eligibility requirements stated in the current MOU.

C. In the event the deceased Unit employee qualified for a service retirement (i.e. age 50 and with a minimum of five (5) years of service with the City), the City shall calculate and/or compensate benefits in the same manner as an employee service retirement.

Article 24. HEALTH INSURANCE

A. The City shall contribute directly to CalPERS on behalf of each employee three hundred and ninety-seven dollars ($397.00) per month pursuant to Resolution No. 4572, adopted by the City Council on September 5, 1989. In addition, the City shall contribute an amount through the City's cafeteria plan that is equal to the difference between the City's minimum PEMHCA contribution and the following amount:

COVERAGE LEVEL	TOTAL CITY CONTRIBUTION EFFECTIVE JULY 1, 2023	EFFECTIVE JANUARY 1, 2024	EFFECTIVE JANUARY 1, 2025
Employee Only:	$750	$775	$800
Employee Plus One Dependent:	$1,500	$1,550	$1,600
Employee plus Two or more Dependents:	$1,950	$2,025	$2,100

B. City contributions to the cafeteria plan may be used toward available cafeteria benefits, including City medical plan premiums, flexible spending account, and post-employment health plan.

C. The City agrees to provide a stipend of three hundred and fifty dollars ($350), on a monthly basis, for those Unit employees with alternative medical coverage who opt for the stipend in lieu of the medical insurance benefit.

D. **RETIREE INSURANCE BENEFITS**

1. For all unit members who qualify as an "annuitant" under PEMHCA, the City will contribute directly to CalPERS on behalf of each annuitant three hundred and ninety-seven dollars ($397.00) per month pursuant to Resolution No. 4572, adopted by the City Council on September 5, 1989.

2. Upon service retirement and completion of twenty (20) cumulative years of service with the City, a Unit employee hired prior to March 11, 2010, who qualifies as an annuitant under PEMHCA, may elect to receive as a City contribution to a retiree health savings account the difference between the PEMHCA minimum and the cost of fully paid medical insurance (excludes vision coverage) for the employee and eligible dependents, under the City's medical insurance program. Employees hired on or after March 11, 2010 are not eligible for this benefit.

3. Unit employees with ten (10) years of continuous employment with the City who concurrently retire from the City and the CalPERS system and who qualify as an annuitant

under PEMHCA may elect to receive "Medical Bridge." Under the "Medical Bridge," the City will contribute to a retiree health savings account the difference between the PEMHCA minimum and the cost of single party coverage for the retired unit member only for the lowest cost medical and dental insurance plans as provided by the City to its then existing Unit members until the member reaches the age of Medicare eligibility at which time the benefit will cease and unit members will only receive the PEMHCA minimum contribution. Unit members who receive the medical bridge can select higher cost plans offered by the City to its then existing members and/or coverage for dependents, however, the additional cost for the plan or additional dependents shall be paid for by the unit member and not by the City.

Article 25. Dental Insurance

The City agrees to pay the full monthly premium for dental insurance under the Principal Financial dental plan or its equivalent for each Unit employee in the unit and all eligible dependents of such employee.

Article 26. Vision Care

The City agrees to reimburse each Unit employee up to three hundred dollars ($300) every fiscal year for the purchase of frames and lenses or contact lenses and the cost of eye examinations for the employee and/or his/her dependent.

Article 27. Life Insurance

The City shall contribute the monthly premium for term life insurance in the amount of twenty-five thousand dollars ($25,000) for all Unit employees.

Article 28. Workers' Compensation/SDI

A. The City agrees to provide City paid State Disability Insurance coverage to all Unit employees.

B. Sick leave or compensatory time may be used to supplement a Worker's Compensation or State Disability Insurance check, not to exceed the Unit employee's regular rate of pay. Prior to use of accrued sick leave or compensatory time for this purpose, the State Disability Insurance check stub must be submitted to Payroll.

Article 29. Vacation

A. The vacation accrual for Unit employees shall be as follows:

Years/Months of Service	Annual Accrual Rate – Hours
0 – 5 (0-59 months)	80
6 – 7 (60-83 months)	120
8 – 10 (84-119 months)	140
11–14 (120-167 months)	160
15+ (168 months+)	200

B. The maximum vacation accrual shall be three (3) years. In November of each calendar year all vacation hours in excess of three (3) years accrual will be paid off at the Unit employee's current hourly rate.

Article 30. SICK LEAVE

A. ***ACCRUAL:*** Sick leave shall be accrued on an hourly basis at the rate of eight (8) hours per calendar month of service.

B. ***USE:*** Unit employees may use up to half of their annual sick leave accrual, forty-eight (48) hours, to care for ill family members.

C. ***BUY BACK:*** In November of each calendar year, each Unit employee may elect to be paid at his/her current hourly rate for each sick leave day accumulated during the following calendar year in excess of six (6) sick leave days in November of the following year. A total of one (1) year's accumulation, ninety-six (96) hours, must be on the books prior to any compensation being paid. This election is irrevocable and may not be changed once the election is made. Unit employees may also choose to accumulate all sick leave days, from calendar year to calendar year, to an unlimited amount.

D. ***AT SEPARATION OF SERVICE:*** Upon voluntary separation of service or layoff with the City, Unit employees with ten (10) or more years of continuous service will be eligible to cash in unused sick leave at the following formula:

YEARS OF SERVICE	PERCENT
10 – 15	**25 %**
16 – 20	**35 %**
21+	**50 %**

E. ***UPON SERVICE RETIREMENT:*** In lieu of the benefit D of this Article, and upon service retirement under the PERS retirement plan, Unit employees may elect to have all remaining sick leave accrued at the time of retirement converted to cash value at their final rate of pay, and deposited in the Post Employment Health Plan (PEHP) where it can be used for covered expenses such as applicable premiums payable under the City's medical insurance program for the employee and the employee's eligible dependents. In the event that the employee dies prior to exhaustion of the cash value of said benefits, the remaining cash value may be applied toward the premiums of covered dependents until exhausted, subject to the conditions and limitations of the PEHP.

F. ***CONVERSION TO SERVICE CREDIT:*** In lieu of benefits D and E cited above, Unit employees may elect to have all remaining sick leave accrued at the time of service retirement converted to PERS service credit.

Article 31. BEREAVEMENT LEAVE

In the event of a death in the immediate family, an eligible Unit employee will be compensated with four (4) days paid leave. In addition, eligible Unit employees may be allowed to use accrued sick leave with full pay not to exceed three (3) days. Immediate family shall be defined as the following relatives to either the employee or spouse or registered domestic partner: spouse, registered domestic partner, child (including foster child or ward of the court), parent, grandparent, brother, sister, niece, nephew, step-

children, and grandchildren. The definition of immediate family will also include the aunt and uncle of the employee only. Bereavement leave may also be used for the significant other of the employee provided the employee shows proof of cohabitation.

Article 32. LEAVE OF ABSENCE WITHOUT PAY

If a Unit employee takes more than five (5) accumulated days of leave without pay in a calendar year, commencing at the beginning of the sixth (6th) day of leave without pay and any day of leave without pay thereafter during the calendar year; sick leave and vacation accruals will be adjusted proportionately to eliminate benefit accruals for any day an employee is on leave without pay status.

Article 33. MILITARY LEAVE

Military leave shall be granted in accordance with the provisions of State and Federal law. The Department Director may request copies of the Unit employee's official military orders.

Article 34. HOLIDAYS

A. The holidays which will be honored for Unit employees will include the following, along with any additional day as designated by action of the City Council:

HOLIDAY	DAY OBSERVED
New Year's Day	*January 1*
Martin Luther King Day	*Third Monday in January*
President's Day	*Third Monday in February*
Cesar Chavez	*March 31*
Memorial Day	*Last Monday in May*
Juneteenth	*June 19*
Independence Day	*July 4*
Labor Day	*First Monday in September*
Columbus Day	*Second Monday in October*
Veteran's Day	*November 11*
Thanksgiving Day	*Third Thursday in November*
Friday after Thanksgiving Day	*Friday after Thanksgiving Day*
Christmas Eve	*December 24*
Christmas Day	*December 25*

B. If the holiday falls on Saturday, Friday shall be designated as the holiday and if the holiday falls on Sunday, Monday shall be designated as the holiday.

C. If a scheduled holiday falls on an employee's regular day off, the Unit employee shall be compensated for one day of holiday compensation at straight time. Employees should not be scheduled to work both the designated holiday and the actual holiday.

D. Holiday pay shall be compensated in accordance with the Unit employee's standard work schedule.

E. Unit employees are entitled to receive:

1. Two (2) Floating Holidays per calendar year; and
2. Twenty (20) Hours of Additional Floating Holidays per calendar year

F. Unit employees shall not be allowed to carry floating holidays over from one calendar year to the next. Holidays not taken by December 31st of any given year will be forfeited.

Article 35. COMPENSATORY TIME OFF

A. Compensatory Time Off (CTO) shall accrue at the rate of one and one-half (1-1/2) hours for each overtime hour worked in accordance with the Fair Labor Standards Act. CTO shall not accumulate in excess of three hundred (300) hours at any given time. Use of compensatory time-off earned shall be granted so that it does not unduly disrupt the operations of the City. Terminating Unit employees shall be compensated for accrued compensatory hours.

Article 36. EMPLOYEE ORGANIZATION RIGHTS

Time Off for Association Reps: The Association may designate up to seven (7) representatives to attend Association meetings on City time, including new employee orientations, provided that no designated Unit employee shall be released for more than four (4) hours per month. The time must be scheduled in advance and the supervisor must be notified.

New Employees: The City agrees to furnish each new employee in the bargaining unit with a copy of the MOU at the commencement of his/her employment.

Orientations: In accordance with Government Code §3555 3559, the City shall provide written notice to Association Representatives when a new employee is hired or promoted into the bargaining unit and provide reasonable release time for an Association Representative to meet with the new employee for the purpose of discussing membership in the Association. This new employee orientation should take place as promptly as possible on or after the first day of employment. New employees shall be advised of the potential release of personal information, identified in Demographic Reports, below, and shall have the option to request in writing to Human Resources that the City refrain from disclosing such personal information.

Demographic Reports: In accordance with Government Code §3555 3559, the City shall provide to Association Representatives the name, hire date, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the City, and home address of any newly hired employee within 30 days of the date of hire or by the first pay period of the month following hire, and the City shall also provide to Association Representatives with a list of that information for all employees in the bargaining unit at least every 120 days. The City shall provide the information identified herein regardless of whether the newly hired employee was previously employed by the City. Pursuant to Gov. Code 6254.3(c), an employee may request that the City refrain from disclosing the employee's home address, home telephone number, personal cellular telephone number, personal email address, or birth date to the Association upon written request to Human Resources.

Visits by Association Representatives: Accredited representatives of the Association will be granted reasonable access to City facilities and employees for purposes of investigation of grievances and official

Association business, provided Association representatives shall provide twenty-four (24) hours advance notice to the supervisor in charge of the work area that is being visited. Such visits shall not interfere with normal operation of the department. In case of an emergency, the twenty-four (24) hour advance notice will not be required, provided the Association representative provides advance notice to the supervisor in charge as soon as reasonably possible.

Contract Negotiations: The negotiating team for the Association, to be comprised of no more than five (5) employees, shall be permitted to attend negotiating sessions during work hours with pay. There shall be no compensation for meetings held outside scheduled work hours of members of the bargaining team.

Dues Deduction: The City shall deduct dues on a regular payroll basis from the pay of all Association members. Such deductions shall be authorized in writing on a form approved and provided by the Association for this purpose. The membership forms shall be retained by the Association. The City shall rely on a certification from the Association for the authorization, modification, or cancellation of any/all dues deductions. The City shall remit such funds to the Association within thirty (30) days following their deduction.

In accordance with SB 866, Gov't Code §1157.12, the City shall rely on a certification from the Association Representatives requesting a deduction or reduction that they have and will maintain an authorization, signed by the individual from whose salary or wages the deduction or reduction is to be made. An Association that certifies that it has and will maintain individual employee authorizations shall not be required to provide a copy of an individual authorization to the City unless a dispute arises about the existence or terms of the authorization. The employee organization shall indemnify the City for any claims made by the employee for deductions made in reliance on that certification.

The City shall direct employee requests to cancel or change deductions to the Association. The City shall rely on information provided by the Association regarding whether deductions for Association membership were properly canceled or changed, and the Association shall indemnify the City for any claims made by the employee for deductions made in reliance on that information. Deductions may berevoked only pursuant to the terms of the employee's written authorization, Association Bylaws, and this MOU.

In accordance with SB 866, Gov't Code §3550-3553, the City shall not deter or discourage employees or applicants from becoming or remaining members of the Association, or from authorizing representation by the Association, or from authorizing dues or fee deductions to the Association.

Article 37. MEAL PERIODS

Unit employees shall be entitled to a meal period which shall not be less than thirty (30) minutes or greater than sixty (60) minutes. Every effort will be made to schedule the meal period during the middle of a shift, when possible.

Article 38. REST PERIODS

A. The City agrees to the following: Unit employees shall be entitled to two (2) daily rest periods ten (10) to fifteen (15) minutes in duration which insofar as practical shall be in the middle of each work period.

The rest periods shall be considered as time worked. Employees required to work beyond their regular tour of duty shall be granted a ten (10) minute rest period for each two (2) hours of work.

B. The Association understands and agrees to the following. With regard to break periods, the following scenarios should not occur:

1. Combining two daily breaks into one 20-30 minute break.
2. "Banking" breaks from day to day.
3. "Saving" break time in order to extend lunch periods or shorten the workday.
4. Payment of compensatory time off or overtime for "unused" breaks.

Article 39. CATASTROPHIC LEAVE

Unit employees are eligible for catastrophic leave in accordance with the City's Catastrophic Leave Policy.

Article 40. LEAVE TIME REPORTING

Leave time may be used and reported in increments of fifteen (15) minutes.

Article 41. DRIVER'S LICENSE PHYSICAL EXAMS

The City will pay for the required physical examination for Unit employees required by their job classification to maintain Class A or Class B driver's licenses. Time spent participating in the required physical examination will be considered as time worked.

Article 42. EMPLOYMENT EXAMINATION PROCEDURES

The examination procedure for all City jobs will be as established by the City and Association.

Article 43. PROBATION

A. Unit employees newly hired shall serve a probationary period of twelve (12) months.

B. Unit employees who are promoted shall serve a probationary period of six (6) months.

C. Probationary periods may be extended as set forth in the City's Personnel Rules and Regulations.

Article 44. WORKWEEK /WORK SCHEDULE

The work schedule represents the time that an employee is regularly scheduled to work. The Department Director shall establish the actual number of hours which comprise the standard tour of duty for each position. Any proposed change shall be communicated to the Unit employees and the Association at least two (2) weeks prior to the proposed change being implemented, unless mutually agreed upon between the employee and supervisor or in the case of exigent circumstances. If requested by the Association, the City shall expeditiously meet and confer regarding such change.

Article 45. PROMOTIONAL POSITIONS

A. The City may seek only promotional candidates to fill available positions. In this case, distribution of job announcements shall be limited to internal sources. Promotional candidates shall follow the procedures identified in the City's Personnel Rules and Regulations. Unit employees appointed to

promotional positions shall complete a probationary period in accordance with the City's Personnel Rules and Regulations.

B. Unit employees appointed to a promotional position shall receive the nearest highest monthly salary which is at least five percent (5%) higher than the employee's previous base salary, but in no case more than the top step of the new salary range.

Article 46. NO STRIKE PROVISION

It is understood and agreed that the service performed by Unit employees are essential to the public's health, safety, and welfare. Therefore, the Association agrees that it will not authorize, instigate, aid, condone, or engage in any strike, work stoppage, or other action of the City. In the event of a violation of this section, the Association agrees to take affirmative steps with the Unit employees concerned to bring about an immediate resumption of normal work. Should there be a violation of this section, there shall be no discussion or negotiations regarding the difference or dispute during the existence of such violation or before normal work has been resumed. The City reserves the right to terminate any Unit employee who instigates or engages in any strike or work stoppage which interrupts or interferes with the operation of the City.

Article 47. DIRECT DEPOSIT

Direct deposit of employee paychecks will be available to Unit employees.

Article 48. PERSONNEL FILE

A. No material which can reasonably be construed, interpreted, or acknowledged to be derogatory shall be placed in a Unit employee's personnel file unless the employee has been allowed to read such material and respond to it, in writing, which response will also be placed in the personnel file.

B. Any Unit employee, upon request, shall have access to his/her personnel file, and shall have the right of reproduction, at cost, of his/her personnel file in full or in part. No portion of an employee's personnel file shall be transmitted to anyone other than the City Manager, Human Resources Director, Department Director, Risk Management Administrators, or by Court subpoena. The employee is to be notified at the time of the request that the information has been transmitted and to whom it was sent.

Article 49. COPY OF MOU TO EACH EMPLOYEE

The City will post on the City website and make an electronic copy of the MOU available to each Unit employee within sixty (60) days of execution.

Article 50. RULES, REGULATIONS AND RESOLUTIONS

The City agrees to review annually with the Association major changes in the Personnel Rules and Regulations and to make available copies of the rules and regulations to all employees. Salary resolutions shall be furnished to the Association and all Unit representatives.

Article 51. DISCIPLINARY PROCEDURE

A. THE INVESTIGATORY INTERVIEW PROCESS

Prior to any investigatory interview or consultation between a Unit employee and the Department Director or City Manager, that could reasonably be construed to result in disciplinary action against the employee, the employee shall be given notice of the interview or consultation as soon as reasonably practical, and shall be advised of his or her right to representation under this section; and upon request shall be afforded an opportunity to contact and consult privately with a representative of the Association. If requested, the employee may have an Association representative present during any such investigatory interview or consultation, and, to the extent practicable, such interviews or consultations shall be conducted during an employee's working hours. Only those persons reasonably necessary to the conduct of the interview shall be present.

The Unit employee or the City may elect to record any such investigatory interview or consultation, unless the City and the employee and the Association mutually agree not to record such interview or consultation; however, in the event the City elects to record such an interview or consultation, it shall upon request provide the employee with a copy of said recording. The cost of providing a copy of the recording to the employee shall be borne by the employee.

B. DISCIPLINARY PROCEDURES

No non-probationary Unit employee shall be disciplined without cause. A promotional probationary employee who is subject to discipline as defined by City rules and regulations, shall retain the right to challenge the action in the same manner as a non-promotional employee who has successfully completed the probationary testing period. Rejection from a probationary promotional position is not "disciplinary action" as described herein, and is not subject to appeal or any other challenge. Disciplinary action shall be defined to include: oral warnings, written reprimands, suspensions, demotions (non-probationary), reduction in pay and discharge. Oral and written reprimands may be initiated at the supervisor/Division Manager level. Disciplinary action more serious than a written reprimand must be initiated at the Department Head level.

1. Notice of Proposed Action

   Whenever a Unit employee is to be discharged, suspended (for more than five (5) working days) demoted (non-probationary), or reduced in step, for disciplinary purposes, written notice of at least five (5)[1] days of the proposed disciplinary action shall be given before such action is to be taken and must include:

   a. Notice of proposed action;
   b. Reasons for proposed action;
   c. A copy of charges stating specific incidents or specific courses of conduct, e.g. as evidenced by work performance evaluations, and a copy of the written materials upon which the decision to take proposed disciplinary action is based; and
   d. A notice to the employee of the right to respond in writing or orally within the five (5) day period.

   In the case of a suspension of five (5) working days or less, the foregoing procedures shall be afforded the employee either before or during the suspension, or within a reasonable time thereafter.

[1] Unless specifically noted to be "working days," any reference to days is calendar days.

2. Limitations and Exceptions
   a. Oral notice is insufficient as full notice to a Unit employee and may be given only as the initial notice in extraordinary circumstances which call for immediate action.

   b. Prior written notice is required in each case, unless provided otherwise herein, regardless of seriousness unless extraordinary circumstances are involved.

   c. Unit employees may be suspended without prior written notice in extraordinary circumstances when it is essential to avert harm to the public, other employees, or to avert serious disruption of governmental business. The appointing authority may schedule an employee for vacation or holiday leave as the circumstances may warrant. Extraordinary circumstances include but are not limited to situations involving misappropriation of public funds or property; working while under the influence of alcohol or intoxicating drugs; open insubordination; commission of a crime involving moral turpitude punishable by imprisonment for six (6) months or more; and disruption of City business through willful misconduct (altercations, etc.)

   d. Oral notice is insufficient as full notice for proposed disciplinary action. In extraordinary circumstances when immediate suspension, demotion, removal, or reduction in step is warranted, initial notice may be given orally. The Unit employee should be told when the initial action is taken what the reasons for the actions are and, in addition, the employee will have an opportunity to respond in writing and/or orally to those charges. The written charges in the case of an immediate disciplinary action must be prepared as soon as possible and normally within a day or two (2) of the initial oral notice.

3. A Unit employee's Response to Proposed Discipline
   a. An employee receiving a Notice of Proposed action shall have the right to respond to the Department Director. An employee's opportunity to respond to the Department Director is not intended to be an adversarial hearing. An employee has the right to have a representative of his/her own choosing at the meeting. The employee shall not be accorded the opportunity to cross-examine a department's witnesses, nor to present a formal case in opposition to the proposed discipline. However, the limited nature of this response does not obviate the Department Director's responsibility to initiate further investigation if the employee's version of the facts raises doubts as to the accuracy of the Department Director's information leading to the discipline proposal. An employee may elect not to respond, thereby waiving any further pre-disciplinary response.

   b. The Department Director will evaluate the proposed discipline in light of the Unit employee's response, if any. Within ten (10) days of the employee's response, or deadline for response, a decision will be transmitted in writing to the employee. Service of the decision will be in person or by mail.

4. City Manager Level Appeal
   1. Any permanent Unit employee shall have the right to appeal any termination, suspension, reduction in salary, or non-probationary demotion. The appeal process shall not be applicable to those positions which may be deemed exempt or to probationary employees. The appeal

process shall not be applicable to verbal and written reprimands, probationary demotions, performance evaluations and denial of performance increases. An employee desiring to appeal the Department Director's decision shall have ten (10) days after receipt of the response to file an appeal. The employee's request for appeal must be addressed to the City Manager and received in the City Manager's office so that same is date stamped by the City Manager's office within the ten (10) day period.

2. If, within the 10-day appeal period, the employee involved does not file said appeal, unless good cause for the failure is shown, the action of the Department Director shall be considered conclusive and shall take effect as prescribed. If within the ten (10) day appeal period, the employee involved files such notice of appeal by giving written notice of appeal to the City Manager, an appeal meeting shall be scheduled.
3. The meeting with the City Manager shall be conducted in the same manner as the Response to Proposed Discipline set forth in paragraph 3(a) above.
4. The City Manager will evaluate the discipline in light of the employee's response, if any. Within ten (10) days of the employee's response a decision will be transmitted in writing to the employee. Service of the decision will be in person or by mail.

5. Advisory Arbitration
   a. A Unit employee desiring to appeal the City Manager's decision shall have ten (10) days after receipt of the response to file an appeal. The employee's request for appeal must be addressed to the City Manager and received in the City Manager's office so that same is date stamped by the City Manager's office within the ten (10) day period.
   b. If, within the 10-day appeal period, the employee involved does not file said appeal, unless good cause for the failure is shown, the action of the City Manager shall be considered conclusive and shall take effect as prescribed. If within the ten (10) day appeal period, the employee involved files such notice of appeal by giving written notice of appeal to the City Manager, an appeal hearing shall be established as follows:
      i. The California State Mediation and Conciliation Service shall be requested to submit a list of seven (7) persons qualified to act as hearing officers to the City and the employee. Within ten (10) days following receipt of the list of hearing officers, the parties shall confer to select the hearing officer. The parties shall alternately strike one (1) name from the list of hearing officers (the right to strike the first name to be determined by lot) until one (1) name remains, and that person shall be the hearing officer.
      ii. Where practicable, the date for a hearing shall not be less than twenty (20) days, nor more than sixty (60) days, from the date of the filing of the appeal with the City Manager. The parties may stipulate to a longer or shorter period of time in which to hear the appeal. All interested parties shall be notified in writing of the date, time, and place of hearing.
      iii. All hearings shall be private provided, however, that the hearing officer shall, at the request of the employee, open the hearing to the public.
      iv. Subpoenas and subpoenas duces tecum pertaining to a hearing shall be issued at the request of either party, not less than seven (7) days, prior to the commencement of such

hearing. After the commencement of such hearing, subpoenas shall be issued only at the discretion of the hearing officer.

v. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded. The hearing officer shall not be bound by technical rules of evidence. The hearing officer shall rule on the admission or exclusion of evidence.

vi. Each party shall have these rights: To be represented by legal counsel or other person of his/her choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the employee does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination. Oral evidence shall be taken only on oath or affirmation. A court reporter will be engaged to record the hearing, unless the parties (City, hearing officer, employee/employee representative) mutually agree that same is not necessary.

vii. The hearing shall proceed in the following order, unless the hearing officer, for special reason, otherwise directs:

1. The party imposing discipline shall be permitted to make an opening statement;
2. The appealing party shall then be permitted to make an opening statement;
3. The party imposing disciplinary action shall produce the evidence on his/her part; the City bears the burden of proof and burden of producing evidence;
4. The party appealing from such disciplinary action may then open his/her defense and offer his/her evidence in support thereof; the employee bears the burden of proof and the burden of producing evidence for any affirmative defenses asserted;
5. The parties may then, in order, respectively offer rebutting evidence only, unless the hearing officer for good reason, permits them to offer evidence upon their original case;
6. Closing arguments shall be permitted and written briefs may be permitted at the discretion of the hearing officer.

i. The hearing officer shall determine relevancy, weight, and credibility of testimony and evidence. He/she shall base his/her findings on the preponderance of evidence. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the hearing officer, in his/her discretion, for good cause, otherwise directs. No still photographs, moving pictures, or television pictures shall be taken in the hearing chamber during a hearing. The hearing officer, prior to or during a hearing, may grant a continuance for any reason he/she believes to be important to reaching a fair and

proper decision. The hearing officer shall render his/her judgment as soon after the conclusion of the hearing as possible and in no event later than thirty (30) days after conducting the hearing. His/her decision shall set forth which charges, if any, are sustained and the reasons therefore. The opinion shall set forth findings of fact and conclusions.

i. The hearing officer may recommend sustaining or rejecting any or all of the charges filed against the employee. He/she may recommend sustaining, rejecting, or modifying the disciplinary action invoked against the employee. He/she may not recommend discipline more stringent than that issued by the City Manager.

ii. The hearing officer's opinion and recommendation shall be filed with the City Council, with a copy sent to the charged employee, and shall set forth his/her findings and recommendations. If it is a dismissal hearing and a dismissal is not the hearing officer's recommendation, the opinion shall set forth the date the employee is recommended to be reinstated and/or other recommended action. The reinstatement date, if appropriate, may be any time on or after the date of disciplinary action.

iii. Within sixty (60) days of the receipt of the hearing officer's findings, recommendation, and transcript, the City Council shall adopt, amend, modify or reject the recommended findings, conclusions, and/or opinions of the hearing officer. Prior to making a decision which modifies or rejects the recommendation of the hearing officer, the City Council shall order and read the transcript of the hearing. Prior to making a decision which supports the hearing officer, the City Council may order and read the transcript, at its option. The City Council shall not conduct a de novo hearing. The City Council may, at its option, allow limited oral arguments and/or may request and review written statements from either side. The decision of the City Council shall be final and conclusive. Copies of the City Council's decision, including the hearing officer's recommendation(s), shall be filed where appropriate, including the employee's personnel file, unless no discipline is upheld by the City Council.

iv. Each party shall equally bear the cost and fees of the hearing officer, the cost of facilities, the court reporter and transcripts. Each party shall bear its own witness and attorney fees. If either party unilaterally cancels or postpones a scheduled hearing, thereby resulting in a fee charged by the hearing officer or court reporter, then the party responsible for the cancellation or postponement shall be solely responsible for payment of that fee. This process shall not apply to mutual settlements by the parties which result in a hearing officer fee.

v. In the case of suspension, demotion, reduction in salary, or dismissal prescribed by the City Council, the time of such suspension, demotion or dismissal shall be effective from the first day after such delivery of said decision or shall relate back to and be effective as of the date the employee was disciplined pending hearing before and decision by the City Council, whichever is applicable. If discipline imposed resulted in loss of pay, and the decision results in reduction or elimination of loss of pay, the pay loss shall be restored to the employee based on the number of standard work hours lost computed at his/her then base hourly rate.

vi. The provisions of Section 1094.6 of the Code of Civil Procedure shall be applicable to proceedings under this Section.

Article 52. GRIEVANCE PROCEDURE

A. Definition

A "grievance" is a formal, written allegation by a grievant that he/she has been adversely affected by an existing violation, misinterpretation or misapplication of the specific provisions of the Memorandum of Understanding, provisions of the Personnel Rules and Regulations, and/or written City Policy. Other matters for which a special method of review is provided by law, ordinance, resolution, or by administrative regulations and procedures of the City, are not within the scope of this procedure. This procedure is not to be used in lieu of the Disciplinary Appeal Procedure.

B. Procedure

1. Every effort shall be made to resolve a grievance through discussion between the Unit employee and his/her immediate supervisor. It is the spirit and intent of this procedure that all grievances are settled quickly and fairly without subsequent discrimination against employees who may seek to adjust a grievance. Every effort should be made to find an acceptable solution at the lowest level of supervision. Within fifteen (15) days[2] after a grievant knew, or by reasonable diligence should have known, of the condition upon which a grievance may be based, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor. A supervisor shall render a verbal decision within seven (7) days of the conclusion of the informal conference.

2. If the problem cannot be resolved between the employee and the supervisor, the employee may, within seven (7) days from the date of receiving the answer from his/her supervisor, file a written grievance and request a meeting with the Division Manager, if one exists, in order to discuss the grievance. The written grievance shall contain the following information:

   a. Name of grievant and job title;
   b. Department/Section;
   c. Clear and concise statement of the nature of the grievance including the circumstances and dates involved;
   d. The specific provision(s) of the MOU, City Policy or Personnel rules alleged to have been violated;
   e. Requested remedy;
   f. Name of the grievant's Labor Representative, if any; and
   g. Date and signature of the grievant or Labor Representative.

3. The Division Manager shall render a decision and comments in writing and return them to the grievant within ten (10) days after receiving the written grievance.

4. If the Division Manager and employee cannot reach a solution to the grievance (or if a Division Manager does not exist), the employee may, within seven (7) days from the date of receiving the answer from the Division Manager, request, in writing, a meeting with the Department Director.

[2] Days refer to calendar days.

5. The Department Director shall render his/her decision in writing within fifteen (15) days of receiving the appeal. If the Department Director and employee are unable to arrive at a satisfactory solution, the employee may, within ten (10) days from the date of the decision by the Department Director, submit a written appeal to the Human Resources Director.
6. The City Manager shall review the grievance and respond to the employee within twenty (20) days of receiving the appeal. The response shall be in writing.
7. An employee desiring to appeal the City Manager's decision shall have ten (10) days after receipt of the response to file an appeal. The employee's request for appeal must be addressed to the Human Resources Director and received in the Human Resources office so that same is date stamped by the Human Resources office within the ten (10) day period.
8. If, within the 10-day appeal period, the employee involved does not file said appeal, unless good cause for the failure is shown, the grievance shall be considered conclusive as set forth in the City Manager's decision and shall take effect as prescribed. If within the ten (10) day appeal period, the employee involved files such notice of appeal by giving written notice of appeal to the Human Resources Director, an appeal hearing shall be established as follows:
    a. The California State Mediation and Conciliation Service shall be requested to submit a list of seven (7) persons qualified to act as hearing officers to the City and the employee. Within ten (10) days following receipt of the list of hearing officers, the parties shall confer to select the hearing officer. The parties shall alternately strike one (1) name from the list of hearing officers (the right to strike the first name to be determined by lot) until one (1) name remains, and that person shall be the hearing officer.
    b. Where practicable, the date for a hearing shall not be less than twenty (20) days, nor more than sixty (60) days, from the date of the filing of the appeal with the Human Resources Director. The parties may stipulate to a longer or shorter period of time in which to hear the appeal. All interested parties shall be notified in writing of the date, time, and place of hearing.
    c. All hearings shall be private provided, however, that the hearing officer shall, at the request of the grievant, open the hearing to the public.
    d. Subpoenas and subpoenas duces tecum pertaining to a hearing shall be issued at the request of either party, not less than seven (7) days, prior to the commencement of such hearing. After the commencement of such hearing, subpoenas shall be issued only at the discretion of the hearing officer.
    e. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded. The hearing officer

shall not be bound by technical rules of evidence. The hearing officer shall rule on the admission or exclusion of evidence.

f. Each party shall have these rights: To be represented by legal counsel or other person of his/her choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the grievant does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination. Oral evidence shall be taken only on oath or affirmation. A court reporter will be engaged to record the hearing, unless the parties (City, hearing officer, employee/employee representative) mutually agree that same is not necessary.

g. The hearing shall proceed in the following order, unless the hearing officer, for special reason, otherwise directs:

   i. The grievant shall be permitted to make an opening statement;
   ii. The City shall then be permitted to make an opening statement;
   iii. The grievant shall produce the evidence on his/her part; the grievant bears the burden of proof and burden of producing evidence;
   iv. The City may then open its defense and offer its evidence in support thereof; the City bears the burden of proof and the burden of producing evidence for any affirmative defenses asserted;
   v. The parties may then, in order, respectively offer rebutting evidence only, unless the hearing officer for good reason, permits them to offer evidence upon their original case;
   vi. Closing arguments shall be permitted and written briefs may be permitted at the discretion of the hearing officer.

h. The hearing officer shall determine relevancy, weight, and credibility of testimony and evidence. He/she shall base his/her findings on the preponderance of evidence. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the hearing officer, in his/her discretion, for good cause, otherwise directs. No still photographs, moving pictures, or television pictures shall be taken in the hearing chamber during a hearing. The hearing officer, prior to or during a hearing, may grant a continuance for any reason he/she believes to be important to reaching a fair and proper decision. The hearing officer shall render his/her judgment as soon after the conclusion of the hearing as possible and in no event later than thirty (30) days after conducting the hearing. The opinion shall set forth findings of fact and conclusions.

i. The hearing officer may recommend sustaining or rejecting any or all of the grievance.

j. The hearing officer's opinion and recommendation shall be filed with the Human Resources Director, with a copy sent to the grievant, and shall set forth his/her findings and recommendations.

k. Within sixty (60) days of the receipt of the hearing officer's findings recommendation, and transcript, the City Council shall adopt, amend, modify or reject the recommended findings, conclusions, and/or opinions of the hearing officer. Prior to making a decision which modifies

or rejects the recommendation of the hearing officer, the City Council shall order and read the transcript of the hearing. Prior to making a decision which supports the hearing officer, the City Council may order and read the transcript, at its option. The City Council shall not conduct a de novo hearing. The City Council may, at its option, allow limited oral arguments and/or may request and review written statements from either side. The decision of the City Council shall be final and conclusive. Copies of the City Council's decision, including the hearing officer's recommendation(s) shall be filed where appropriate, including the grievant's personnel file.

l. Each party shall bear equally the cost of facilities, fees and expenses of the hearing officer, including the court reporter and transcripts. Each party shall bear its own witness and attorney fees. If either party unilaterally cancels or postpones a scheduled hearing, thereby resulting in a fee charged by the hearing officer or court reporter, then the party responsible for the cancellation or postponement shall be solely responsible for payment of that fee. This process shall not apply to mutual settlements by the parties which result in an arbitration fee.

m. The provisions of Section 1094.6 of the Code of Civil Procedure shall be applicable to proceedings under this Section.

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

10. The employee may request the assistance of another person of his/her own choosing in preparing and presenting his/her grievance at any level of review. In the event the employee desires the presence of a representative who is an employee of the City, he/she shall make such request through the supervisor and the supervisor shall make the necessary arrangements for the employee representative to be present.

11. The employee and/or his/her representative may use a reasonable amount of work time as determined by the appropriate supervisor or Department Director in presenting the grievance. However, no employee shall absent himself/herself without first being excused by his/her supervisor.

12. No employee shall be required to be represented by an employee organization in processing a grievance.

13. Employees shall be assured freedom from reprisal for using the grievance procedures by both the City and the employee organization.

14. The settlement terms of a grievance which is processed by an employee individually or by a recognized employee organization shall not conflict with the express provisions of a Memorandum of Understanding between the City and the formally recognized employee organization for such unit.

15. A group grievance may be filed when one (1) set of circumstances or occurrences affects more than one (1) employee in the same manner or to the same extent. The group may file one (1) document which all members of the group have read and signed. Members of the group shall be

limited to those who have signed the grievance. The resolution of a group grievance may not be consistent among all employees in the group grievance due to differences in the circumstances or occurrences that brought about the grievance.

16. A group grievance affecting all members of an employee organization may be brought by the employee organization itself. In such case the procedure shall be commenced directly at the City Manager level within fifteen (15) days after authorized representatives of the employee organization knew, or by reasonable diligence should have known, of the condition giving rise to the grievance and shall be subject to all applicable time limitations and the provisions set forth above.

Article 53. DEMOTION/NON-DISCIPLINARY

Regular Unit employees who are demoted due to layoff or other non-disciplinary reasons will be required to serve a new probationary period in the lower classification, provided they have not held regular status in the lower classification previously. While serving this new probationary period, the employee will retain due process rights and cannot be disciplined or terminated from City service without due process.

Article 54. LAYOFF PROCEDURE

A. Should the City Manager determine reductions in force to be necessary due to lack of work or for financial reasons, he/she may initiate Layoffs. Classifications to be affected and the number of employees included will be determined by the City.

B. In determining the order of Layoffs, a combination of factors shall be considered, including but not limited to: qualifications, productivity, general performance, seniority with the City of Redlands, seniority in job classification, and needs of the City. Variations from the order of Layoffs and recall from Layoff may occur when the City deems such variations appropriate under the circumstances.

C. The factors the City, in its discretion, may use to determine include but are not limited to the following:

1. An employee's last four performance evaluations, if any;
2. Any history of employee commendations, awards, etc.;
3. Any history of employee disciplinary action;
4. Attendance record, including tardiness and unexcused absences;
5. Safety record, including personal injury and damage to city property;
6. Probationary and temporary employees shall be laid off before a regular employee in the same classification;
7. Between two regular appointees in the same classification with the same skills, abilities, qualifications, merit and/or record, the employee with lesser seniority in the classification may be laid off first;
8. Between two regular appointees in the same classification the employee with lesser skills, abilities, qualifications, merit and\or record than may be laid off first, without regard to seniority;
9. Memoranda of Understanding ("MOU") between the City and affected bargaining units.

D. **BUMPING**

1. “Bumping” means the displacement of an employee from his/her position by an employee in a higher classification who formerly held the same position.

2. Where two or more employees are laid off from the same position, the employee with the greatest seniority in that classification shall have the first opportunity to bump as set forth below.
3. A laid-off employee shall be entitled to bump an employee in the same position previously held by the laid off employee. Alternatively, an employee may "bump" into a position in a different department which he/she held within the prior five (5) years. The laid off employee must be able to perform the essential job functions of the former position and possess the minimum qualifications of the position as specified by the job classification specification. A laid-off employee shall not bump an employee with greater skills, abilities, qualifications, merit and/or record. Laid off employees may also be placed in a vacant lower classification for which they meet the minimum qualifications. Employees must utilize the option that places them in the highest available position.
4. The City will notify laid-off employees of any positions available for bumping. Following such notification, the employee must notify the Human Resources Director in writing of his/her intent to exercise the bumping rights within seven (7) calendar days, and the position and classification in to which he/she intends to bump. Failure to provide such notification will be deemed a waiver of bumping rights by the employee.
5. Where there is more than one employee in a position available for bumping, the factors in paragraph C of this Section will be used to determine which employee, if any, will be bumped.
6. The process will be repeated at the next classification level where an employee bumps in and creates an overage in that classification.
7. Any displaced employee shall be considered as laid-off for the same reason as the person who displaced them and shall in the same manner be eligible to displace another employee based on the criteria specified in paragraph C of this Section.

E. **REINSTATEMENT FROM LAYOFF**

1. The names of probationary and regular Unit employees who have been laid off shall be placed on appropriate reemployment lists. Such names shall remain thereon for a period of two years unless such persons are sooner reemployed.
2. When a reemployment list is to be used to fill vacancies, the Human Resources Director shall certify from such lists the number of names equal to the number of vacancies. An employee who is reemployed shall receive credit for former service for purposes of seniority, benefit compensation, and salary advancement.
3. Employees who, following layoff from a position or layoff from City employment may be reinstated upon the recommendation of the Department Director and with the approval of the Human Resources Director, to the position from which they were laid off based on their qualifications, availability, and the needs of the organization pursuant to this paragraph.

Article 55. UNIT MODIFICATION

A. It is understood that this MOU shall constitute a bar to any petition or request for decertification of the Association as the formally recognized employee organization in the Civilian Safety unit of representation at any time prior to the expiration date of this MOU

B. In addition, no petitions for unit modification of the Civilian Safety unit will be accepted by the City without the express agreement of the Association.

C. The provisions of this Article shall not be applicable where precluded by law. The Association, its successors and assigns, shall indemnify, defend and hold harmless, the City, including its agents and employees, against any claims, suit or actions made or brought against the City, including its agents and employees, for any expenses, losses or damages incurred by the City, including its agents and employees, on account of the provisions of this Article.

Article 56. COMMUNICATIONS

A. The City and the Association shall work together in the interest of maintaining, and improving efficiency in all municipal operations and conservation of materials, supplies, and equipment, and for the improvement in quality of workmanship and service to the public.

B. The City and the Association consider themselves mutually responsible to improve communications between management and Unit employees and will use their best endeavors in establishing and maintaining effective communication channels.

Article 57. USE OF BULLETIN BOARDS

The City agrees that the Association may utilize bulletin board space in designated areas upon mutual agreement with the City. The Association will provide bulletin boards. The City agrees to allow the use of inter-departmental mail for distribution of Association materials to Association representatives only.

Article 58. PREVAILING BENEFITS

All benefits, privileges, and working conditions enjoyed by the Unit employees at the present time, which are not included in this MOU, shall remain in full force, unchanged and unaffected in any manner, during the term of this MOU unless changed by mutual consent.

Article 59. EXTENSION OF MOU

If a successor MOU is not negotiated by June 30, 2026, this MOU shall remain in force until a successor MOU is negotiated or the impasse process for a successor MOU has been concluded.

Article 60. SAVINGS CLAUSE

If any provision of this MOU, or the application of any provision, should be rendered invalid by court or legislative action, the remaining portions of this Agreement shall remain in full force and effect.

Article 61. ZIPPER CLAUSE

The parties agree that all negotiable items have been discussed during negotiations leading to this MOU, including salaries and benefits, and conditions of employment and therefore further agree that negotiations will not be reopened on any item during the term of this MOU except by mutual agreement or as provided elsewhere in this MOU.

Article 62. SIGNATURES

CITY OF REDLANDS	REDLANDS CIVILIAN SAFETY EMPLOYEES ASSOCIATION	
X	x	x
EDDIE TEJEDA , MAYOR	AMY VARELA, PRESIDENT	DATE
ADOPTED, SIGNED AND APPROVED THIS_____DAY OF_____, 2023		x
ATTEST:	VICE PRESIDENT	DATE
x		
JEANNE DONALDSON, CITY CLERK		

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF REDLANDS

AND THE

REDLANDS CIVILIAN SAFETY EMPLOYEE ASSOCIATION

JULY 1, 2023 - JUNE 30, 2026

Between

The City of Redlands
And The
Redlands Civilian Safety Employee Association

July 1, 2023– June 30, 2026

Article 1. Preamble 5
Article 2. Term of Memorandum of Understanding 5
Article 3. Recognition 5
Article 4. Management Rights 5
Article 5. Salaries 6
Article 6. Retirement 6
Article 7. Education Incentive pay 7
Article 8. Longevity Pay 7
Article 9. Overtime 8
Article 10. Working Out of Classification Pay 8
Article 11. Special Assignment Pay 8
Article 12. Call Back Pay 9
Article 13. Stand-by Pay 9
Article 14. Mobile Device Pay 9
Article 15. Matron Pay 9
Article 16. Training Pay 10
Article 17. Shift Differential 10
Article 18. Uniform Allowance 10
Article 19. Deferred compensation 11
Article 20. Rideshare Program 11

Article 21. Tuition Reimbursement 11
Article 22. Bilingual Pay 11
Article 23. Death of Employee 11
Article 24. Health Insurance 12
Article 25. Dental Insurance 13
Article 26. Vision Care 13
Article 27. Life Insurance 13
Article 28. Workers' Compensation/SDI 13
Article 29. Vacation 13
Article 30. Sick Leave 14
Article 31. Bereavement Leave 14
Article 32. Leave of Absence Without Pay 15
Article 33. Military Leave 15
Article 34. Holidays 15
Article 35. Compensatory Time Off 16
Article 36. Employee Organization Rights 16
Article 37. Meal Periods 17
Article 38. Rest Periods 17
Article 39. Catastrophic Leave 18
Article 40. Leave Time Reporting 18
Article 41. Driver's License Physical Exams 18
Article 42. Employment Examination Procedures 18
Article 43. Probation 18
Article 44. Workweek /Work Schedule 18
Article 45. Promotional Positions 18
Article 46. No Strike Provision 19
Article 47. Direct Deposit 19
Article 48. Personnel File 19
Article 49. Copy of MOU to Each Employee 19
Article 50. Rules, Regulations and Resolutions 19
Article 51. Disciplinary Procedure 19
Article 52. Grievance Procedure 25

Article 53. Demotion/Non-Disciplinary 29
Article 54. Layoff Procedure 29
Article 55. Unit Modification 30
Article 56. Communications 31
Article 57. Use of Bulletin Boards 31
Article 58. Prevailing Benefits 31
Article 59. Extension of MOU 31
Article 60. Savings Clause 31
Article 61. Zipper clause 31
Article 62. Signatures 32

Article 1. PREAMBLE

It is the intent and purpose of this Memorandum of Understanding (hereinafter "MOU") to set forth the understanding of the City of Redlands (hereinafter "City") and the Redlands Civilian Safety Employees Association (hereinafter "Association" or the "Unit") reached as a result of meeting and conferring in good faith regarding, but not limited to, matters relating to the wages, hours, and terms and conditions of employment between the City and the Association.

Article 2. TERM OF MEMORANDUM OF UNDERSTANDING

Except where expressly stated otherwise herein, the City and the Association agree that the provisions of this MOU shall become effective as of July 1, 2023 and shall expire on June 30, 2026.

Article 3. RECOGNITION

A Unit employee shall be defined as an employee of the City and assigned to the Association's Unit by the City Manager in accordance with City policies and procedures. The following classifications are assigned to the Association's Unit:

Animal Services Officer
Animal Services Supervisor
Community Service Offer I/II
Crime Analyst
Digital Forensic Examiner
Dispatch Supervisor
Dispatcher I/II/III
Executive Police Assistant
Fire Prevention Inspector
Forensic Specialist
Kennel Attendant
Police Recruit
Property and Evidence Technician
Records Specialist I/II
Records Supervisor

Article 4. MANAGEMENT RIGHTS

The authority of the City includes:

- The exclusive right to determine the mission of its constituent departments, commissions and boards;
- Set standards of service;
- Determine the procedures and standards of selection for employment and promotion;
- Direct its employees;
- Take disciplinary action;
- Relieve its employees from duty because of lack of work or for other legitimate reasons;

- Maintain the efficiency of work;
- Maintain the efficiency of governmental operations;
- Determine the methods, means and personnel by which government operations are to be conducted;
- Determine the content of job classifications;
- Take all necessary actions to carry out its mission in emergencies;

  Exercise complete control and discretion over its organization and the technology of performing its work, provided, however, that the exercise and retention of such rights does not preclude employees or their representatives from meeting and conferring over effects on matters within the scope of representation.

Article 5. SALARIES

A. All Unit employees are responsible for the employee contribution to Social Security and Medicare.

B. Effective the first full pay period following July 1, 2023, all Unit employees will receive a seven percent (7%) increase to base salary.

C. Effective the first full pay period following July 1, 2024, all Unit employees will receive a two percent (2%) increase to base salary over the prior year.

D. Effective the first full pay period following July 1, 2025, all Unit employees will receive a two percent (2%) increase to base salary over the prior year.

Article 6. RETIREMENT

A. Classic Members

1. All "classic" Unit members shall personally fund 100% of the 7% of compensation earnable as and for the individual member's normal employee PERS contribution. (The term "classic" member is defined in the Public Employee's Pension Reform Act of 2013-"PEPRA.")

   All "classic" member normal contributions required to be paid by the member, whether paid by the employer or the member, shall be credited to the member's CalPERS account.

   The City shall adopt the necessary resolution(s) so that individual member contributions made by the employee may be excluded from taxable income pursuant to Section 414(h)(2) of the United States Internal Revenue Code.

   Whether as authorized by Government Code § 20692, 20636(c)(4) or any other statutory or legal basis, the City shall not report to CalPERS as any type of compensation, any portion of the normal employee PERS contributions required by PERS which are funded by the employee.

2. The City shall continue to include in this contract with CalPERS, the following provisions:

HIGHEST SINGLE YEAR
SURVIVOR CONTINUANCE
2% @ 55 RETIREMENT FORMULA

B. New Members

1. PEPRA shall in its entirety be given full force and effect as it may from time to time exist, during and after the term of this MOU, as described below. Any provision in this MOU which contradicts any provision of PEPRA shall be deemed null and void, with the contrary PEPRA provision(s) being given full force and effect.
2. Unit employees who are "new members" as defined in PEPRA, shall individually pay an initial Member CALPERS contribution rate of 50% of the normal cost rate (as defined and calculated by CalPERS) for the Defined Benefit Plan in which said newly hired member is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater. (PEPRA – Government Code section 7522.30)
3. Unit employees who are "new members," as defined in PEPRA, on and after January 1, 2013, shall be enrolled in the PEPRA retirement plan of 2%@62 (Government Code section 7522.20(a), with final pensionable compensation (as defined for new members in Government Code § 7522.34) being determined by reference to the highest average annual pensionable compensation earned during a period of 36 consecutive months. (Government Code § 7522.32(a).)

Article 7. EDUCATION INCENTIVE PAY

Employees will qualify for a three percent (3%) increase in base salary upon submitting satisfactory proof of a Master or Doctoral degree (i.e., official transcripts) where such degree is not required as part of the employee's minimum job qualifications. If a Master's degree is required as part of the employee's minimum job qualifications, the employee will only be eligible for education incentive pay upon submitting satisfactory proof of a Doctoral degree.

Article 8. LONGEVITY PAY

A. Employees with fifteen (15) years continuous service with the City, shall advance to Step "5" on the salary schedule which shall be a minimum of three percent (3%) higher than Step "4," effective with the beginning of the pay period closest to completion of their fifteenth (15th) year of service.

B. Employees with twenty (20) years continuous service with the City, shall advance to Step "6" on the salary schedule which shall be a minimum of two percent (2%) higher than Step "5," effective with the beginning of the pay period closest to completion of their twentieth (20th) year of service.

C. In the event that an employee is not at Step 4 when he/she is eligible for Step 5, at the completion of fifteen (15) years of service, the employee will advance to the next step in the salary range and continue to advance based on merit until the employee reaches Step 5.

D. In the event that an employee is not at Step 5 when he/she is eligible for the Step 6, at the completion of twenty (20) years of service, the employee will advance to the next step in the salary range and continue to advance based on merit until the employee reaches Step 6.

Article 9. OVERTIME

A. Overtime pay shall be earned at time and one-half for all hours. A Unit employee may elect to earn compensatory time off, at one and one-half time, in lieu of overtime pay. Overtime must be paid at the time it is worked or accrued as compensatory time. Accrued compensatory time will not be paid off in lump sum except at termination and only for those hours on the official payroll records.

B. Paid leave time, which encompasses floating holiday, vacation, sick, and compensatory time, shall not be considered hours worked for the computation of overtime. Paid holiday time and jury duty shall be considered hours worked for the computation of overtime.

C. Any Unit employee who works overtime in excess of three and one-half (3½) hours, provided that employee has worked eight (8) hours in addition to the three and one-half (3½) hours, will be entitled to have a meal at the expense of the City or be entitled to go home and eat, which will be at the discretion of the supervisor in charge.

Article 10. WORKING OUT OF CLASSIFICATION PAY

A. Whenever the needs of the City require a Unit employee to temporarily perform the duties of a higher classification than that in which the employee is currently employed, said employee shall be entitled to receive out of classification pay for the period of time that the Unit employee works out of classification. Employees approved to work out of class shall be placed at Step 0 of the classification in which they are working. If Step 0 does not provide a 5% increase, the employee will be placed at the step on the range that provides a 5% increase. Placement will not exceed Step 4 of the range.

B. In order to receive out of classification pay the following provisions must occur:

   1. A vacancy or absence must exist for out of classification pay to be paid.
   2. The employee receiving out of classification pay must perform essentially all of the functions of the higher classification in order to receive compensation.
   3. The employee shall meet the minimum qualifications for the higher classification in order to be eligible for out of classification pay.
   4. The employee shall have completed five (5) consecutive full work days in the higher classification and shall then be eligible for out of classification pay commencing with the sixth (6th) consecutive day working out of classification and continuing for all consecutive days worked thereafter

C. Working out of classification pay will only be authorized upon recommendation to the Human Resources/Risk Management Director by the Department Director and will require a Personnel Action Form with supporting documentation justifying the special assignment.

Article 11. SPECIAL ASSIGNMENT PAY

Unit employees performing in a capacity beyond the normal scope of their duties, and with increased and direct responsibility and personal liability for City operations shall be eligible for Special Assignment Pay. Special Assignment Pay shall be at a flat rate not to exceed ten percent (10%) of base salary. Special Assignment Pay will only be authorized upon Department Director recommendation, Human Resources Director concurrence, and City Manager approval.

Article 12. CALL BACK PAY

A. Call back time will be reimbursed based on a minimum two (2) hour block at time and one-half, with the exception that Unit employees will be reimbursed based on a minimum three-hour block at time and one-half if the call back is between the hours of 12:00 a.m. and 7:00 a.m. Any Unit employee who is unable to respond within thirty (30) minutes may be eliminated from the standby rotation.

B. A Unit employee working a continuous call back of at least four (4) hours that ends within eight (8) hours of the employee's regular job starting time is not required to report to duty at the employee's regularly scheduled time. When a Unit employee has worked at least two (2) hours during the eight (8) hours prior to the commencement of the regular work schedule, the employee shall automatically report to duty on the employee's regularly scheduled shift immediately commencing ten (10) hours after the end of the call-back assignment.

Article 13. STAND-BY PAY

A. Unit Employees assigned to standby duty shall receive one (1) hour of pay at straight time for standby duty on a regularly scheduled work day and four (4) hours of straight time pay for standby duty on a regularly scheduled day off or holiday.

B. In order to qualify for standby pay, a Unit employee must:

1. Be required to carry a telephone at all times;
2. Be able to report to the worksite within thirty (30) minutes; and,
3. Not consume alcoholic beverages or any other debilitating drug while on standby.

Article 14. MOBILE DEVICE PAY

The Police Chief may assign unit members in the classifications of Crime Analyst, Dispatch Supervisor, and Executive Police Assistant to carry a mobile device for the benefit of the City. Unit members assigned to carry a mobile device shall receive one hundred dollars ($100) per month in addition to their regular base salary. All employees receiving this incentive shall be required to carry the mobile device at all times.

Article 15. MATRON PAY

A. Female Community Service Officers, Dispatchers and Records Specialists who are assigned to the position after July 1, 2004, shall receive a 2.5% salary differential in recognition of the fact that they may be required to perform matron duties. This differential shall only be paid for actual hours worked when matron duties are performed.

B. Female Records Specialists assigned to the position prior to July 1, 2004, shall receive a 2.5% salary differential in recognition of the fact that they were required to perform matron duties. This differential shall continue to be paid for all hours worked until the incumbent employee transfers or promotes. If an employee leaves the position and later returns, she shall be considered to be newly assigned and shall receive the salary differential only when matron duties are actually performed as described in the previous paragraph of this Article.

Article 16. TRAINING PAY

When a dispatcher is assigned a trainee during the initial training period, the assigned training dispatcher shall be eligible to receive training pay in the amount of five percent (5%) of base salary at straight time. A dispatcher is only eligible for training pay when actively training a probationary dispatcher.

When a forensic specialist or community service officer is assigned a trainee during the initial training period, the assigned training employee shall be eligible to receive training pay in the amount of two and one half percent (2.5%) of base salary at straight time. An employee is only eligible for training pay when actively training a probationary forensic specialist or community service officer.

Article 17. SHIFT DIFFERENTIAL

The City agrees to provide a five percent (5%) shift differential to those Unit employees who work one-half of their regularly scheduled shifts after 7:00 p.m., not to include overtime, special assignments, emergency hours, etc. worked after 7:00 p.m. The shift differential shall apply to the full regularly scheduled shift.

Article 18. UNIFORM ALLOWANCE

A. The City shall provide a clothing allowance of three hundred twenty-five dollars ($325) in the form of a check, to all non-uniformed Unit employees on payroll as of June 1st of each year. This allowance shall be paid in July of each year.

B. Unit employees in the following classifications shall receive a uniform allowance of one thousand seven hundred dollars ($1,700) per year. Two checks of eight hundred fifty dollars ($850) each shall be issued each year, one in July and one in January for unit employees employed as of June 1 and December 1, respectively.

Animal Services Officer
Animal Services Supervisor
Community Services Officer I/II
Digital Forensic Examiner
Dispatch Supervisor
Dispatcher I/II/III
Fire Prevention Inspector
Forensic Specialist
Property & Evidence Technician

C. The Kennel Attendant shall receive a boot allowance in the amount of two hundred twenty-five dollars ($225) to be paid in July of each year.

D. Uniforms are to be presentable at all times. Cleaning and maintenance of uniforms shall be the responsibility of the employee.

E. The parties recognize that their best efforts have been made to list the appropriate job classifications and uniform entitlement. In the event there is a change to job duties or an error has been made and a classification has been misidentified, that classification will be added to the above appropriate category. If new classifications are added during the term of this MOU (2023-2026), the City and the unit will meet and confer on whether the newly added classification will receive a uniform allowance or a clothing allowance.

Article 19. DEFERRED COMPENSATION

Unit employees are eligible to participate in City Deferred Compensation Plans 457 (B) and 401 (A) as provided for in State and Federal Tax Codes. The City will contribute Eight Hundred Sixty Dollars ($860) per year to a 401(A) program for Unit employees who receive a uniform allowance. The City will contribute One Thousand Five Hundred Sixty Dollars ($1560) per year to a 401(A) program for Unit employees who do not receive a uniform allowance. For new employees and employees transferring into the unit the amount will be prorated on a monthly basis for period of service within the unit. Unit employees may individually contribute additional deferred compensation to the 457 (B) Plan in accordance with Plan provisions.

Article 20. RIDESHARE PROGRAM

A. All Unit employees are eligible for participation in the City's ridesharing program. Participation in the program is voluntary and shall be in full compliance of Redlands Ridesharing Program Policy. Approved participants shall receive fifteen (15) minutes of accrued compensatory time off for each rideshare day. Ridesharing shall be reported on individual employee timesheets.

B. The program shall be monitored by the Program Coordinator. Participants in violation of the Ridesharing Policy, including falsification of reporting, shall be permanently dismissed from the program and subject to disciplinary action.

Article 21. TUITION REIMBURSEMENT

A. Unit employees shall be reimbursed up to the dollar amount charged for the same number of units per term by the University of California, Riverside. An employee shall not receive reimbursement in excess of five thousand dollars ($5,000) in any one fiscal year. The difference between the City's maximum obligation during any fiscal year and the amount of any actual reimbursement received by the employee during that fiscal year shall not be carried over or be available to use by the employee in any subsequent fiscal year.

B. The course must be satisfactorily completed with a minimum grade of "C" or equivalent.

Article 22. BILINGUAL PAY

Unit employees are eligible for bilingual pay in accordance with the City's Bilingual Pay Program, and upon approval by the Department Director and City Manager. Authorized employees shall receive additional compensation in the amount of one hundred dollars ($100) per month.

Article 23. DEATH OF EMPLOYEE

If a Unit employee dies while on duty, the City shall calculate compensation for the entire shift.

A. The eligible dependents of deceased employees shall be entitled to benefits as follows:

B. Sick leave accruals, lifetime medical insurance and other applicable benefits shall be calculated and/or compensated according to the eligibility requirements stated in the current MOU.

C. In the event the deceased Unit employee qualified for a service retirement (i.e. age 50 and with a minimum of five (5) years of service with the City), the City shall calculate and/or compensate benefits in the same manner as an employee service retirement.

Article 24. HEALTH INSURANCE

A. The City shall contribute directly to CalPERS on behalf of each employee three hundred and ninety-seven dollars ($397.00) per month pursuant to Resolution No. 4572, adopted by the City Council on September 5, 1989. In addition, the City shall contribute an amount through the City's cafeteria plan that is equal to the difference between the City's minimum PEMHCA contribution and the following amount:

COVERAGE LEVEL	TOTAL CITY CONTRIBUTION EFFECTIVE JULY 1, 2023	EFFECTIVE JANUARY 1, 2024	EFFECTIVE JANUARY 1, 2025
Employee Only:	$750	$775	$800
Employee Plus One Dependent:	$1,500	$1,550	$1,600
Employee plus Two or more Dependents:	$1,950	$2,025	$2,100

B. City contributions to the cafeteria plan may be used toward available cafeteria benefits, including City medical plan premiums, flexible spending account, and post-employment health plan.

C. The City agrees to provide a stipend of three hundred and fifty dollars ($350), on a monthly basis, for those Unit employees with alternative medical coverage who opt for the stipend in lieu of the medical insurance benefit.

D. **RETIREE INSURANCE BENEFITS**

1. For all unit members who qualify as an "annuitant" under PEMHCA, the City will contribute directly to CalPERS on behalf of each annuitant three hundred and ninety-seven dollars ($397.00) per month pursuant to Resolution No. 4572, adopted by the City Council on September 5, 1989.

2. Upon service retirement and completion of twenty (20) cumulative years of service with the City, a Unit employee hired prior to March 11, 2010, who qualifies as an annuitant under PEMHCA, may elect to receive as a City contribution to a retiree health savings account the difference between the PEMHCA minimum and the cost of fully paid medical insurance (excludes vision coverage) for the employee and eligible dependents, under the City's medical insurance program. Employees hired on or after March 11, 2010 are not eligible for this benefit.

3. Unit employees with ten (10) years of continuous employment with the City who concurrently retire from the City and the CalPERS system and who qualify as an annuitant

under PEMHCA may elect to receive "Medical Bridge." Under the "Medical Bridge," the City will contribute to a retiree health savings account the difference between the PEMHCA minimum and the cost of single party coverage for the retired unit member only for the lowest cost medical and dental insurance plans as provided by the City to its then existing Unit members until the member reaches the age of Medicare eligibility at which time the benefit will cease and unit members will only receive the PEMHCA minimum contribution. Unit members who receive the medical bridge can select higher cost plans offered by the City to its then existing members and/or coverage for dependents, however, the additional cost for the plan or additional dependents shall be paid for by the unit member and not by the City.

Article 25. Dental Insurance

The City agrees to pay the full monthly premium for dental insurance under the Principal Financial dental plan or its equivalent for each Unit employee in the unit and all eligible dependents of such employee.

Article 26. Vision Care

The City agrees to reimburse each Unit employee up to three hundred dollars ($300) every fiscal year for the purchase of frames and lenses or contact lenses and the cost of eye examinations for the employee and/or his/her dependent.

Article 27. Life Insurance

The City shall contribute the monthly premium for term life insurance in the amount of twenty-five thousand dollars ($25,000) for all Unit employees.

Article 28. Workers' Compensation/SDI

A. The City agrees to provide City paid State Disability Insurance coverage to all Unit employees.

B. Sick leave or compensatory time may be used to supplement a Worker's Compensation or State Disability Insurance check, not to exceed the Unit employee's regular rate of pay. Prior to use of accrued sick leave or compensatory time for this purpose, the State Disability Insurance check stub must be submitted to Payroll.

Article 29. Vacation

A. The vacation accrual for Unit employees shall be as follows:

Years/Months of Service	Annual Accrual Rate – Hours
0 – 5 (0-59 months)	80
6 – 7 (60-83 months)	120
8 – 10 (84-119 months)	140
11–14 (120-167 months)	160
15+ (168 months+)	200

B. The maximum vacation accrual shall be three (3) years. In November of each calendar year all vacation hours in excess of three (3) years accrual will be paid off at the Unit employee's current hourly rate.

Article 30. SICK LEAVE

A. ***ACCRUAL:*** Sick leave shall be accrued on an hourly basis at the rate of eight (8) hours per calendar month of service.

B. ***USE:*** Unit employees may use up to half of their annual sick leave accrual, forty-eight (48) hours, to care for ill family members.

C. ***BUY BACK:*** In November of each calendar year, each Unit employee may elect to be paid at his/her current hourly rate for each sick leave day accumulated during the following calendar year in excess of six (6) sick leave days in November of the following year. A total of one (1) year's accumulation, ninety-six (96) hours, must be on the books prior to any compensation being paid. This election is irrevocable and may not be changed once the election is made. Unit employees may also choose to accumulate all sick leave days, from calendar year to calendar year, to an unlimited amount.

D. ***AT SEPARATION OF SERVICE:*** Upon voluntary separation of service or layoff with the City, Unit employees with ten (10) or more years of continuous service will be eligible to cash in unused sick leave at the following formula:

YEARS OF SERVICE	PERCENT
10 – 15	**25 %**
16 – 20	**35 %**
21+	**50 %**

E. ***UPON SERVICE RETIREMENT:*** In lieu of the benefit D of this Article, and upon service retirement under the PERS retirement plan, Unit employees may elect to have all remaining sick leave accrued at the time of retirement converted to cash value at their final rate of pay, and deposited in the Post Employment Health Plan (PEHP) where it can be used for covered expenses such as applicable premiums payable under the City's medical insurance program for the employee and the employee's eligible dependents. In the event that the employee dies prior to exhaustion of the cash value of said benefits, the remaining cash value may be applied toward the premiums of covered dependents until exhausted, subject to the conditions and limitations of the PEHP.

F. ***CONVERSION TO SERVICE CREDIT:*** In lieu of benefits D and E cited above, Unit employees may elect to have all remaining sick leave accrued at the time of service retirement converted to PERS service credit.

Article 31. BEREAVEMENT LEAVE

In the event of a death in the immediate family, an eligible Unit employee will be compensated with four (4) days paid leave. In addition, eligible Unit employees may be allowed to use accrued sick leave with full pay not to exceed three (3) days. Immediate family shall be defined as the following relatives to either the employee or spouse or registered domestic partner: spouse, registered domestic partner, child (including foster child or ward of the court), parent, grandparent, brother, sister, niece, nephew, step-

children, and grandchildren. The definition of immediate family will also include the aunt and uncle of the employee only. Bereavement leave may also be used for the significant other of the employee provided the employee shows proof of cohabitation.

Article 32. LEAVE OF ABSENCE WITHOUT PAY

If a Unit employee takes more than five (5) accumulated days of leave without pay in a calendar year, commencing at the beginning of the sixth (6th) day of leave without pay and any day of leave without pay thereafter during the calendar year; sick leave and vacation accruals will be adjusted proportionately to eliminate benefit accruals for any day an employee is on leave without pay status.

Article 33. MILITARY LEAVE

Military leave shall be granted in accordance with the provisions of State and Federal law. The Department Director may request copies of the Unit employee's official military orders.

Article 34. HOLIDAYS

A. The holidays which will be honored for Unit employees will include the following, along with any additional day as designated by action of the City Council:

HOLIDAY	DAY OBSERVED
New Year's Day	*January 1*
Martin Luther King Day	*Third Monday in January*
President's Day	*Third Monday in February*
Cesar Chavez	*March 31*
Memorial Day	*Last Monday in May*
Juneteenth	*June 19*
Independence Day	*July 4*
Labor Day	*First Monday in September*
Columbus Day	*Second Monday in October*
Veteran's Day	*November 11*
Thanksgiving Day	*Third Thursday in November*
Friday after Thanksgiving Day	*Friday after Thanksgiving Day*
Christmas Eve	*December 24*
Christmas Day	*December 25*

B. If the holiday falls on Saturday, Friday shall be designated as the holiday and if the holiday falls on Sunday, Monday shall be designated as the holiday.

C. If a scheduled holiday falls on an employee's regular day off, the Unit employee shall be compensated for one day of holiday compensation at straight time. Employees should not be scheduled to work both the designated holiday and the actual holiday.

D. Holiday pay shall be compensated in accordance with the Unit employee's standard work schedule.

E. Unit employees are entitled to receive:

1. Two (2) Floating Holidays per calendar year; and
2. Twenty (20) Hours of Additional Floating Holidays per calendar year

F. Unit employees shall not be allowed to carry floating holidays over from one calendar year to the next. Holidays not taken by December 31st of any given year will be forfeited.

Article 35. COMPENSATORY TIME OFF

A. Compensatory Time Off (CTO) shall accrue at the rate of one and one-half (1-1/2) hours for each overtime hour worked in accordance with the Fair Labor Standards Act. CTO shall not accumulate in excess of three hundred (300) hours at any given time. Use of compensatory time-off earned shall be granted so that it does not unduly disrupt the operations of the City. Terminating Unit employees shall be compensated for accrued compensatory hours.

Article 36. EMPLOYEE ORGANIZATION RIGHTS

Time Off for Association Reps: The Association may designate up to seven (7) representatives to attend Association meetings on City time, including new employee orientations, provided that no designated Unit employee shall be released for more than four (4) hours per month. The time must be scheduled in advance and the supervisor must be notified.

New Employees: The City agrees to furnish each new employee in the bargaining unit with a copy of the MOU at the commencement of his/her employment.

Orientations: In accordance with Government Code §3555 3559, the City shall provide written notice to Association Representatives when a new employee is hired or promoted into the bargaining unit and provide reasonable release time for an Association Representative to meet with the new employee for the purpose of discussing membership in the Association. This new employee orientation should take place as promptly as possible on or after the first day of employment. New employees shall be advised of the potential release of personal information, identified in Demographic Reports, below, and shall have the option to request in writing to Human Resources that the City refrain from disclosing such personal information.

Demographic Reports: In accordance with Government Code §3555 3559, the City shall provide to Association Representatives the name, hire date, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the City, and home address of any newly hired employee within 30 days of the date of hire or by the first pay period of the month following hire, and the City shall also provide to Association Representatives with a list of that information for all employees in the bargaining unit at least every 120 days. The City shall provide the information identified herein regardless of whether the newly hired employee was previously employed by the City. Pursuant to Gov. Code 6254.3(c), an employee may request that the City refrain from disclosing the employee's home address, home telephone number, personal cellular telephone number, personal email address, or birth date to the Association upon written request to Human Resources.

Visits by Association Representatives: Accredited representatives of the Association will be granted reasonable access to City facilities and employees for purposes of investigation of grievances and official

Association business, provided Association representatives shall provide twenty-four (24) hours advance notice to the supervisor in charge of the work area that is being visited. Such visits shall not interfere with normal operation of the department. In case of an emergency, the twenty-four (24) hour advance notice will not be required, provided the Association representative provides advance notice to the supervisor in charge as soon as reasonably possible.

Contract Negotiations: The negotiating team for the Association, to be comprised of no more than five (5) employees, shall be permitted to attend negotiating sessions during work hours with pay. There shall be no compensation for meetings held outside scheduled work hours of members of the bargaining team.

Dues Deduction: The City shall deduct dues on a regular payroll basis from the pay of all Association members. Such deductions shall be authorized in writing on a form approved and provided by the Association for this purpose. The membership forms shall be retained by the Association. The City shall rely on a certification from the Association for the authorization, modification, or cancellation of any/all dues deductions. The City shall remit such funds to the Association within thirty (30) days following their deduction.

In accordance with SB 866, Gov't Code §1157.12, the City shall rely on a certification from the Association Representatives requesting a deduction or reduction that they have and will maintain an authorization, signed by the individual from whose salary or wages the deduction or reduction is to be made. An Association that certifies that it has and will maintain individual employee authorizations shall not be required to provide a copy of an individual authorization to the City unless a dispute arises about the existence or terms of the authorization. The employee organization shall indemnify the City for any claims made by the employee for deductions made in reliance on that certification.

The City shall direct employee requests to cancel or change deductions to the Association. The City shall rely on information provided by the Association regarding whether deductions for Association membership were properly canceled or changed, and the Association shall indemnify the City for any claims made by the employee for deductions made in reliance on that information. Deductions may berevoked only pursuant to the terms of the employee's written authorization, Association Bylaws, and this MOU.

In accordance with SB 866, Gov't Code §3550-3553, the City shall not deter or discourage employees or applicants from becoming or remaining members of the Association, or from authorizing representation by the Association, or from authorizing dues or fee deductions to the Association.

Article 37. MEAL PERIODS

Unit employees shall be entitled to a meal period which shall not be less than thirty (30) minutes or greater than sixty (60) minutes. Every effort will be made to schedule the meal period during the middle of a shift, when possible.

Article 38. REST PERIODS

A. The City agrees to the following: Unit employees shall be entitled to two (2) daily rest periods ten (10) to fifteen (15) minutes in duration which insofar as practical shall be in the middle of each work period.

The rest periods shall be considered as time worked. Employees required to work beyond their regular tour of duty shall be granted a ten (10) minute rest period for each two (2) hours of work.

B. The Association understands and agrees to the following. With regard to break periods, the following scenarios should not occur:

1. Combining two daily breaks into one 20-30 minute break.
2. "Banking" breaks from day to day.
3. "Saving" break time in order to extend lunch periods or shorten the workday.
4. Payment of compensatory time off or overtime for "unused" breaks.

Article 39. CATASTROPHIC LEAVE

Unit employees are eligible for catastrophic leave in accordance with the City's Catastrophic Leave Policy.

Article 40. LEAVE TIME REPORTING

Leave time may be used and reported in increments of fifteen (15) minutes.

Article 41. DRIVER'S LICENSE PHYSICAL EXAMS

The City will pay for the required physical examination for Unit employees required by their job classification to maintain Class A or Class B driver's licenses. Time spent participating in the required physical examination will be considered as time worked.

Article 42. EMPLOYMENT EXAMINATION PROCEDURES

The examination procedure for all City jobs will be as established by the City and Association.

Article 43. PROBATION

A. Unit employees newly hired shall serve a probationary period of twelve (12) months.

B. Unit employees who are promoted shall serve a probationary period of six (6) months.

C. Probationary periods may be extended as set forth in the City's Personnel Rules and Regulations.

Article 44. WORKWEEK /WORK SCHEDULE

The work schedule represents the time that an employee is regularly scheduled to work. The Department Director shall establish the actual number of hours which comprise the standard tour of duty for each position. Any proposed change shall be communicated to the Unit employees and the Association at least two (2) weeks prior to the proposed change being implemented, unless mutually agreed upon between the employee and supervisor or in the case of exigent circumstances. If requested by the Association, the City shall expeditiously meet and confer regarding such change.

Article 45. PROMOTIONAL POSITIONS

A. The City may seek only promotional candidates to fill available positions. In this case, distribution of job announcements shall be limited to internal sources. Promotional candidates shall follow the procedures identified in the City's Personnel Rules and Regulations. Unit employees appointed to

promotional positions shall complete a probationary period in accordance with the City's Personnel Rules and Regulations.

B. Unit employees appointed to a promotional position shall receive the nearest highest monthly salary which is at least five percent (5%) higher than the employee's previous base salary, but in no case more than the top step of the new salary range.

Article 46. No Strike Provision

It is understood and agreed that the service performed by Unit employees are essential to the public's health, safety, and welfare. Therefore, the Association agrees that it will not authorize, instigate, aid, condone, or engage in any strike, work stoppage, or other action of the City. In the event of a violation of this section, the Association agrees to take affirmative steps with the Unit employees concerned to bring about an immediate resumption of normal work. Should there be a violation of this section, there shall be no discussion or negotiations regarding the difference or dispute during the existence of such violation or before normal work has been resumed. The City reserves the right to terminate any Unit employee who instigates or engages in any strike or work stoppage which interrupts or interferes with the operation of the City.

Article 47. Direct Deposit

Direct deposit of employee paychecks will be available to Unit employees.

Article 48. Personnel File

A. No material which can reasonably be construed, interpreted, or acknowledged to be derogatory shall be placed in a Unit employee's personnel file unless the employee has been allowed to read such material and respond to it, in writing, which response will also be placed in the personnel file.

B. Any Unit employee, upon request, shall have access to his/her personnel file, and shall have the right of reproduction, at cost, of his/her personnel file in full or in part. No portion of an employee's personnel file shall be transmitted to anyone other than the City Manager, Human Resources Director, Department Director, Risk Management Administrators, or by Court subpoena. The employee is to be notified at the time of the request that the information has been transmitted and to whom it was sent.

Article 49. Copy of MOU to Each Employee

The City will post on the City website and make an electronic copy of the MOU available to each Unit employee within sixty (60) days of execution.

Article 50. Rules, Regulations and Resolutions

The City agrees to review annually with the Association major changes in the Personnel Rules and Regulations and to make available copies of the rules and regulations to all employees. Salary resolutions shall be furnished to the Association and all Unit representatives.

Article 51. Disciplinary Procedure

A. The Investigatory Interview Process

Prior to any investigatory interview or consultation between a Unit employee and the Department Director or City Manager, that could reasonably be construed to result in disciplinary action against the employee, the employee shall be given notice of the interview or consultation as soon as reasonably practical, and shall be advised of his or her right to representation under this section; and upon request shall be afforded an opportunity to contact and consult privately with a representative of the Association. If requested, the employee may have an Association representative present during any such investigatory interview or consultation, and, to the extent practicable, such interviews or consultations shall be conducted during an employee's working hours. Only those persons reasonably necessary to the conduct of the interview shall be present.

The Unit employee or the City may elect to record any such investigatory interview or consultation, unless the City and the employee and the Association mutually agree not to record such interview or consultation; however, in the event the City elects to record such an interview or consultation, it shall upon request provide the employee with a copy of said recording. The cost of providing a copy of the recording to the employee shall be borne by the employee.

B. DISCIPLINARY PROCEDURES

No non-probationary Unit employee shall be disciplined without cause. A promotional probationary employee who is subject to discipline as defined by City rules and regulations, shall retain the right to challenge the action in the same manner as a non-promotional employee who has successfully completed the probationary testing period. Rejection from a probationary promotional position is not "disciplinary action" as described herein, and is not subject to appeal or any other challenge. Disciplinary action shall be defined to include: oral warnings, written reprimands, suspensions, demotions (non-probationary), reduction in pay and discharge. Oral and written reprimands may be initiated at the supervisor/Division Manager level. Disciplinary action more serious than a written reprimand must be initiated at the Department Head level.

1. Notice of Proposed Action

   Whenever a Unit employee is to be discharged, suspended (for more than five (5) working days) demoted (non-probationary), or reduced in step, for disciplinary purposes, written notice of at least five (5)[1] days of the proposed disciplinary action shall be given before such action is to be taken and must include:

   a. Notice of proposed action;
   b. Reasons for proposed action;
   c. A copy of charges stating specific incidents or specific courses of conduct, e.g. as evidenced by work performance evaluations, and a copy of the written materials upon which the decision to take proposed disciplinary action is based; and
   d. A notice to the employee of the right to respond in writing or orally within the five (5) day period.

   In the case of a suspension of five (5) working days or less, the foregoing procedures shall be afforded the employee either before or during the suspension, or within a reasonable time thereafter.

[1] Unless specifically noted to be "working days," any reference to days is calendar days.

2. Limitations and Exceptions
   a. Oral notice is insufficient as full notice to a Unit employee and may be given only as the initial notice in extraordinary circumstances which call for immediate action.

   b. Prior written notice is required in each case, unless provided otherwise herein, regardless of seriousness unless extraordinary circumstances are involved.

   c. Unit employees may be suspended without prior written notice in extraordinary circumstances when it is essential to avert harm to the public, other employees, or to avert serious disruption of governmental business. The appointing authority may schedule an employee for vacation or holiday leave as the circumstances may warrant. Extraordinary circumstances include but are not limited to situations involving misappropriation of public funds or property; working while under the influence of alcohol or intoxicating drugs; open insubordination; commission of a crime involving moral turpitude punishable by imprisonment for six (6) months or more; and disruption of City business through willful misconduct (altercations, etc.)

   d. Oral notice is insufficient as full notice for proposed disciplinary action. In extraordinary circumstances when immediate suspension, demotion, removal, or reduction in step is warranted, initial notice may be given orally. The Unit employee should be told when the initial action is taken what the reasons for the actions are and, in addition, the employee will have an opportunity to respond in writing and/or orally to those charges. The written charges in the case of an immediate disciplinary action must be prepared as soon as possible and normally within a day or two (2) of the initial oral notice.

3. A Unit employee's Response to Proposed Discipline
   a. An employee receiving a Notice of Proposed action shall have the right to respond to the Department Director. An employee's opportunity to respond to the Department Director is not intended to be an adversarial hearing. An employee has the right to have a representative of his/her own choosing at the meeting. The employee shall not be accorded the opportunity to cross-examine a department's witnesses, nor to present a formal case in opposition to the proposed discipline. However, the limited nature of this response does not obviate the Department Director's responsibility to initiate further investigation if the employee's version of the facts raises doubts as to the accuracy of the Department Director's information leading to the discipline proposal. An employee may elect not to respond, thereby waiving any further pre-disciplinary response.

   b. The Department Director will evaluate the proposed discipline in light of the Unit employee's response, if any. Within ten (10) days of the employee's response, or deadline for response, a decision will be transmitted in writing to the employee. Service of the decision will be in person or by mail.

4. City Manager Level Appeal
   1. Any permanent Unit employee shall have the right to appeal any termination, suspension, reduction in salary, or non-probationary demotion. The appeal process shall not be applicable to those positions which may be deemed exempt or to probationary employees. The appeal

process shall not be applicable to verbal and written reprimands, probationary demotions, performance evaluations and denial of performance increases. An employee desiring to appeal the Department Director's decision shall have ten (10) days after receipt of the response to file an appeal. The employee's request for appeal must be addressed to the City Manager and received in the City Manager's office so that same is date stamped by the City Manager's office within the ten (10) day period.

2. If, within the 10-day appeal period, the employee involved does not file said appeal, unless good cause for the failure is shown, the action of the Department Director shall be considered conclusive and shall take effect as prescribed. If within the ten (10) day appeal period, the employee involved files such notice of appeal by giving written notice of appeal to the City Manager, an appeal meeting shall be scheduled.
3. The meeting with the City Manager shall be conducted in the same manner as the Response to Proposed Discipline set forth in paragraph 3(a) above.
4. The City Manager will evaluate the discipline in light of the employee's response, if any. Within ten (10) days of the employee's response a decision will be transmitted in writing to the employee. Service of the decision will be in person or by mail.

5. Advisory Arbitration
   a. A Unit employee desiring to appeal the City Manager's decision shall have ten (10) days after receipt of the response to file an appeal. The employee's request for appeal must be addressed to the City Manager and received in the City Manager's office so that same is date stamped by the City Manager's office within the ten (10) day period.
   b. If, within the 10-day appeal period, the employee involved does not file said appeal, unless good cause for the failure is shown, the action of the City Manager shall be considered conclusive and shall take effect as prescribed. If within the ten (10) day appeal period, the employee involved files such notice of appeal by giving written notice of appeal to the City Manager, an appeal hearing shall be established as follows:
      i. The California State Mediation and Conciliation Service shall be requested to submit a list of seven (7) persons qualified to act as hearing officers to the City and the employee. Within ten (10) days following receipt of the list of hearing officers, the parties shall confer to select the hearing officer. The parties shall alternately strike one (1) name from the list of hearing officers (the right to strike the first name to be determined by lot) until one (1) name remains, and that person shall be the hearing officer.
      ii. Where practicable, the date for a hearing shall not be less than twenty (20) days, nor more than sixty (60) days, from the date of the filing of the appeal with the City Manager. The parties may stipulate to a longer or shorter period of time in which to hear the appeal. All interested parties shall be notified in writing of the date, time, and place of hearing.
      iii. All hearings shall be private provided, however, that the hearing officer shall, at the request of the employee, open the hearing to the public.
      iv. Subpoenas and subpoenas duces tecum pertaining to a hearing shall be issued at the request of either party, not less than seven (7) days, prior to the commencement of such

hearing. After the commencement of such hearing, subpoenas shall be issued only at the discretion of the hearing officer.

v. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded. The hearing officer shall not be bound by technical rules of evidence. The hearing officer shall rule on the admission or exclusion of evidence.

vi. Each party shall have these rights: To be represented by legal counsel or other person of his/her choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the employee does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination. Oral evidence shall be taken only on oath or affirmation. A court reporter will be engaged to record the hearing, unless the parties (City, hearing officer, employee/employee representative) mutually agree that same is not necessary.

vii. The hearing shall proceed in the following order, unless the hearing officer, for special reason, otherwise directs:

1. The party imposing discipline shall be permitted to make an opening statement;
2. The appealing party shall then be permitted to make an opening statement;
3. The party imposing disciplinary action shall produce the evidence on his/her part; the City bears the burden of proof and burden of producing evidence;
4. The party appealing from such disciplinary action may then open his/her defense and offer his/her evidence in support thereof; the employee bears the burden of proof and the burden of producing evidence for any affirmative defenses asserted;
5. The parties may then, in order, respectively offer rebutting evidence only, unless the hearing officer for good reason, permits them to offer evidence upon their original case;
6. Closing arguments shall be permitted and written briefs may be permitted at the discretion of the hearing officer.

i. The hearing officer shall determine relevancy, weight, and credibility of testimony and evidence. He/she shall base his/her findings on the preponderance of evidence. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the hearing officer, in his/her discretion, for good cause, otherwise directs. No still photographs, moving pictures, or television pictures shall be taken in the hearing chamber during a hearing. The hearing officer, prior to or during a hearing, may grant a continuance for any reason he/she believes to be important to reaching a fair and

proper decision. The hearing officer shall render his/her judgment as soon after the conclusion of the hearing as possible and in no event later than thirty (30) days after conducting the hearing. His/her decision shall set forth which charges, if any, are sustained and the reasons therefore. The opinion shall set forth findings of fact and conclusions.

i. The hearing officer may recommend sustaining or rejecting any or all of the charges filed against the employee. He/she may recommend sustaining, rejecting, or modifying the disciplinary action invoked against the employee. He/she may not recommend discipline more stringent than that issued by the City Manager.

ii. The hearing officer's opinion and recommendation shall be filed with the City Council, with a copy sent to the charged employee, and shall set forth his/her findings and recommendations. If it is a dismissal hearing and a dismissal is not the hearing officer's recommendation, the opinion shall set forth the date the employee is recommended to be reinstated and/or other recommended action. The reinstatement date, if appropriate, may be any time on or after the date of disciplinary action.

iii. Within sixty (60) days of the receipt of the hearing officer's findings, recommendation, and transcript, the City Council shall adopt, amend, modify or reject the recommended findings, conclusions, and/or opinions of the hearing officer. Prior to making a decision which modifies or rejects the recommendation of the hearing officer, the City Council shall order and read the transcript of the hearing. Prior to making a decision which supports the hearing officer, the City Council may order and read the transcript, at its option. The City Council shall not conduct a de novo hearing. The City Council may, at its option, allow limited oral arguments and/or may request and review written statements from either side. The decision of the City Council shall be final and conclusive. Copies of the City Council's decision, including the hearing officer's recommendation(s), shall be filed where appropriate, including the employee's personnel file, unless no discipline is upheld by the City Council.

iv. Each party shall equally bear the cost and fees of the hearing officer, the cost of facilities, the court reporter and transcripts. Each party shall bear its own witness and attorney fees. If either party unilaterally cancels or postpones a scheduled hearing, thereby resulting in a fee charged by the hearing officer or court reporter, then the party responsible for the cancellation or postponement shall be solely responsible for payment of that fee. This process shall not apply to mutual settlements by the parties which result in a hearing officer fee.

v. In the case of suspension, demotion, reduction in salary, or dismissal prescribed by the City Council, the time of such suspension, demotion or dismissal shall be effective from the first day after such delivery of said decision or shall relate back to and be effective as of the date the employee was disciplined pending hearing before and decision by the City Council, whichever is applicable. If discipline imposed resulted in loss of pay, and the decision results in reduction or elimination of loss of pay, the pay loss shall be restored to the employee based on the number of standard work hours lost computed at his/her then base hourly rate.

vi. The provisions of Section 1094.6 of the Code of Civil Procedure shall be applicable to proceedings under this Section.

Article 52. GRIEVANCE PROCEDURE

A. Definition

A "grievance" is a formal, written allegation by a grievant that he/she has been adversely affected by an existing violation, misinterpretation or misapplication of the specific provisions of the Memorandum of Understanding, provisions of the Personnel Rules and Regulations, and/or written City Policy. Other matters for which a special method of review is provided by law, ordinance, resolution, or by administrative regulations and procedures of the City, are not within the scope of this procedure. This procedure is not to be used in lieu of the Disciplinary Appeal Procedure.

B. Procedure

1. Every effort shall be made to resolve a grievance through discussion between the Unit employee and his/her immediate supervisor. It is the spirit and intent of this procedure that all grievances are settled quickly and fairly without subsequent discrimination against employees who may seek to adjust a grievance. Every effort should be made to find an acceptable solution at the lowest level of supervision. Within fifteen (15) days[2] after a grievant knew, or by reasonable diligence should have known, of the condition upon which a grievance may be based, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor. A supervisor shall render a verbal decision within seven (7) days of the conclusion of the informal conference.

2. If the problem cannot be resolved between the employee and the supervisor, the employee may, within seven (7) days from the date of receiving the answer from his/her supervisor, file a written grievance and request a meeting with the Division Manager, if one exists, in order to discuss the grievance. The written grievance shall contain the following information:

   a. Name of grievant and job title;
   b. Department/Section;
   c. Clear and concise statement of the nature of the grievance including the circumstances and dates involved;
   d. The specific provision(s) of the MOU, City Policy or Personnel rules alleged to have been violated;
   e. Requested remedy;
   f. Name of the grievant's Labor Representative, if any; and
   g. Date and signature of the grievant or Labor Representative.

3. The Division Manager shall render a decision and comments in writing and return them to the grievant within ten (10) days after receiving the written grievance.

4. If the Division Manager and employee cannot reach a solution to the grievance (or if a Division Manager does not exist), the employee may, within seven (7) days from the date of receiving the answer from the Division Manager, request, in writing, a meeting with the Department Director.

[2] Days refer to calendar days.

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

6. The City Manager shall review the grievance and respond to the employee within twenty (20) days of receiving the appeal. The response shall be in writing.

7. An employee desiring to appeal the City Manager's decision shall have ten (10) days after receipt of the response to file an appeal. The employee's request for appeal must be addressed to the Human Resources Director and received in the Human Resources office so that same is date stamped by the Human Resources office within the ten (10) day period.

8. If, within the 10-day appeal period, the employee involved does not file said appeal, unless good cause for the failure is shown, the grievance shall be considered conclusive as set forth in the City Manager's decision and shall take effect as prescribed. If within the ten (10) day appeal period, the employee involved files such notice of appeal by giving written notice of appeal to the Human Resources Director, an appeal hearing shall be established as follows:

    a. The California State Mediation and Conciliation Service shall be requested to submit a list of seven (7) persons qualified to act as hearing officers to the City and the employee. Within ten (10) days following receipt of the list of hearing officers, the parties shall confer to select the hearing officer. The parties shall alternately strike one (1) name from the list of hearing officers (the right to strike the first name to be determined by lot) until one (1) name remains, and that person shall be the hearing officer.

    b. Where practicable, the date for a hearing shall not be less than twenty (20) days, nor more than sixty (60) days, from the date of the filing of the appeal with the Human Resources Director. The parties may stipulate to a longer or shorter period of time in which to hear the appeal. All interested parties shall be notified in writing of the date, time, and place of hearing.

    c. All hearings shall be private provided, however, that the hearing officer shall, at the request of the grievant, open the hearing to the public.

    d. Subpoenas and subpoenas duces tecum pertaining to a hearing shall be issued at the request of either party, not less than seven (7) days, prior to the commencement of such hearing. After the commencement of such hearing, subpoenas shall be issued only at the discretion of the hearing officer.

    e. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded. The hearing officer

shall not be bound by technical rules of evidence. The hearing officer shall rule on the admission or exclusion of evidence.

f. Each party shall have these rights: To be represented by legal counsel or other person of his/her choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the grievant does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination. Oral evidence shall be taken only on oath or affirmation. A court reporter will be engaged to record the hearing, unless the parties (City, hearing officer, employee/employee representative) mutually agree that same is not necessary.

g. The hearing shall proceed in the following order, unless the hearing officer, for special reason, otherwise directs:

   i. The grievant shall be permitted to make an opening statement;
   ii. The City shall then be permitted to make an opening statement;
   iii. The grievant shall produce the evidence on his/her part; the grievant bears the burden of proof and burden of producing evidence;
   iv. The City may then open its defense and offer its evidence in support thereof; the City bears the burden of proof and the burden of producing evidence for any affirmative defenses asserted;
   v. The parties may then, in order, respectively offer rebutting evidence only, unless the hearing officer for good reason, permits them to offer evidence upon their original case;
   vi. Closing arguments shall be permitted and written briefs may be permitted at the discretion of the hearing officer.

h. The hearing officer shall determine relevancy, weight, and credibility of testimony and evidence. He/she shall base his/her findings on the preponderance of evidence. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the hearing officer, in his/her discretion, for good cause, otherwise directs. No still photographs, moving pictures, or television pictures shall be taken in the hearing chamber during a hearing. The hearing officer, prior to or during a hearing, may grant a continuance for any reason he/she believes to be important to reaching a fair and proper decision. The hearing officer shall render his/her judgment as soon after the conclusion of the hearing as possible and in no event later than thirty (30) days after conducting the hearing. The opinion shall set forth findings of fact and conclusions.

i. The hearing officer may recommend sustaining or rejecting any or all of the grievance.

j. The hearing officer's opinion and recommendation shall be filed with the Human Resources Director, with a copy sent to the grievant, and shall set forth his/her findings and recommendations.

k. Within sixty (60) days of the receipt of the hearing officer's findings recommendation, and transcript, the City Council shall adopt, amend, modify or reject the recommended findings, conclusions, and/or opinions of the hearing officer. Prior to making a decision which modifies

or rejects the recommendation of the hearing officer, the City Council shall order and read the transcript of the hearing. Prior to making a decision which supports the hearing officer, the City Council may order and read the transcript, at its option. The City Council shall not conduct a de novo hearing. The City Council may, at its option, allow limited oral arguments and/or may request and review written statements from either side. The decision of the City Council shall be final and conclusive. Copies of the City Council's decision, including the hearing officer's recommendation(s) shall be filed where appropriate, including the grievant's personnel file.

l. Each party shall bear equally the cost of facilities, fees and expenses of the hearing officer, including the court reporter and transcripts. Each party shall bear its own witness and attorney fees. If either party unilaterally cancels or postpones a scheduled hearing, thereby resulting in a fee charged by the hearing officer or court reporter, then the party responsible for the cancellation or postponement shall be solely responsible for payment of that fee. This process shall not apply to mutual settlements by the parties which result in an arbitration fee.

m. The provisions of Section 1094.6 of the Code of Civil Procedure shall be applicable to proceedings under this Section.

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

10. The employee may request the assistance of another person of his/her own choosing in preparing and presenting his/her grievance at any level of review. In the event the employee desires the presence of a representative who is an employee of the City, he/she shall make such request through the supervisor and the supervisor shall make the necessary arrangements for the employee representative to be present.

11. The employee and/or his/her representative may use a reasonable amount of work time as determined by the appropriate supervisor or Department Director in presenting the grievance. However, no employee shall absent himself/herself without first being excused by his/her supervisor.

12. No employee shall be required to be represented by an employee organization in processing a grievance.

13. Employees shall be assured freedom from reprisal for using the grievance procedures by both the City and the employee organization.

14. The settlement terms of a grievance which is processed by an employee individually or by a recognized employee organization shall not conflict with the express provisions of a Memorandum of Understanding between the City and the formally recognized employee organization for such unit.

15. A group grievance may be filed when one (1) set of circumstances or occurrences affects more than one (1) employee in the same manner or to the same extent. The group may file one (1) document which all members of the group have read and signed. Members of the group shall be

limited to those who have signed the grievance. The resolution of a group grievance may not be consistent among all employees in the group grievance due to differences in the circumstances or occurrences that brought about the grievance.

16. A group grievance affecting all members of an employee organization may be brought by the employee organization itself. In such case the procedure shall be commenced directly at the City Manager level within fifteen (15) days after authorized representatives of the employee organization knew, or by reasonable diligence should have known, of the condition giving rise to the grievance and shall be subject to all applicable time limitations and the provisions set forth above.

Article 53. DEMOTION/NON-DISCIPLINARY

Regular Unit employees who are demoted due to layoff or other non-disciplinary reasons will be required to serve a new probationary period in the lower classification, provided they have not held regular status in the lower classification previously. While serving this new probationary period, the employee will retain due process rights and cannot be disciplined or terminated from City service without due process.

Article 54. LAYOFF PROCEDURE

A. Should the City Manager determine reductions in force to be necessary due to lack of work or for financial reasons, he/she may initiate Layoffs. Classifications to be affected and the number of employees included will be determined by the City.

B. In determining the order of Layoffs, a combination of factors shall be considered, including but not limited to: qualifications, productivity, general performance, seniority with the City of Redlands, seniority in job classification, and needs of the City. Variations from the order of Layoffs and recall from Layoff may occur when the City deems such variations appropriate under the circumstances.

C. The factors the City, in its discretion, may use to determine include but are not limited to the following:

1. An employee's last four performance evaluations, if any;
2. Any history of employee commendations, awards, etc.;
3. Any history of employee disciplinary action;
4. Attendance record, including tardiness and unexcused absences;
5. Safety record, including personal injury and damage to city property;
6. Probationary and temporary employees shall be laid off before a regular employee in the same classification;
7. Between two regular appointees in the same classification with the same skills, abilities, qualifications, merit and/or record, the employee with lesser seniority in the classification may be laid off first;
8. Between two regular appointees in the same classification the employee with lesser skills, abilities, qualifications, merit and\or record than may be laid off first, without regard to seniority;
9. Memoranda of Understanding ("MOU") between the City and affected bargaining units.

D. **BUMPING**

1. “Bumping” means the displacement of an employee from his/her position by an employee in a higher classification who formerly held the same position.

2. Where two or more employees are laid off from the same position, the employee with the greatest seniority in that classification shall have the first opportunity to bump as set forth below.
3. A laid-off employee shall be entitled to bump an employee in the same position previously held by the laid off employee. Alternatively, an employee may "bump" into a position in a different department which he/she held within the prior five (5) years. The laid off employee must be able to perform the essential job functions of the former position and possess the minimum qualifications of the position as specified by the job classification specification. A laid-off employee shall not bump an employee with greater skills, abilities, qualifications, merit and/or record. Laid off employees may also be placed in a vacant lower classification for which they meet the minimum qualifications. Employees must utilize the option that places them in the highest available position.
4. The City will notify laid-off employees of any positions available for bumping. Following such notification, the employee must notify the Human Resources Director in writing of his/her intent to exercise the bumping rights within seven (7) calendar days, and the position and classification in to which he/she intends to bump. Failure to provide such notification will be deemed a waiver of bumping rights by the employee.
5. Where there is more than one employee in a position available for bumping, the factors in paragraph C of this Section will be used to determine which employee, if any, will be bumped.
6. The process will be repeated at the next classification level where an employee bumps in and creates an overage in that classification.
7. Any displaced employee shall be considered as laid-off for the same reason as the person who displaced them and shall in the same manner be eligible to displace another employee based on the criteria specified in paragraph C of this Section.

E. **REINSTATEMENT FROM LAYOFF**

1. The names of probationary and regular Unit employees who have been laid off shall be placed on appropriate reemployment lists. Such names shall remain thereon for a period of two years unless such persons are sooner reemployed.
2. When a reemployment list is to be used to fill vacancies, the Human Resources Director shall certify from such lists the number of names equal to the number of vacancies. An employee who is reemployed shall receive credit for former service for purposes of seniority, benefit compensation, and salary advancement.
3. Employees who, following layoff from a position or layoff from City employment may be reinstated upon the recommendation of the Department Director and with the approval of the Human Resources Director, to the position from which they were laid off based on their qualifications, availability, and the needs of the organization pursuant to this paragraph.

Article 55. UNIT MODIFICATION

A. It is understood that this MOU shall constitute a bar to any petition or request for decertification of the Association as the formally recognized employee organization in the Civilian Safety unit of representation at any time prior to the expiration date of this MOU

B. In addition, no petitions for unit modification of the Civilian Safety unit will be accepted by the City without the express agreement of the Association.

C. The provisions of this Article shall not be applicable where precluded by law. The Association, its successors and assigns, shall indemnify, defend and hold harmless, the City, including its agents and employees, against any claims, suit or actions made or brought against the City, including its agents and employees, for any expenses, losses or damages incurred by the City, including its agents and employees, on account of the provisions of this Article.

Article 56. COMMUNICATIONS

A. The City and the Association shall work together in the interest of maintaining, and improving efficiency in all municipal operations and conservation of materials, supplies, and equipment, and for the improvement in quality of workmanship and service to the public.

B. The City and the Association consider themselves mutually responsible to improve communications between management and Unit employees and will use their best endeavors in establishing and maintaining effective communication channels.

Article 57. USE OF BULLETIN BOARDS

The City agrees that the Association may utilize bulletin board space in designated areas upon mutual agreement with the City. The Association will provide bulletin boards. The City agrees to allow the use of inter-departmental mail for distribution of Association materials to Association representatives only.

Article 58. PREVAILING BENEFITS

All benefits, privileges, and working conditions enjoyed by the Unit employees at the present time, which are not included in this MOU, shall remain in full force, unchanged and unaffected in any manner, during the term of this MOU unless changed by mutual consent.

Article 59. EXTENSION OF MOU

If a successor MOU is not negotiated by June 30, 2026, this MOU shall remain in force until a successor MOU is negotiated or the impasse process for a successor MOU has been concluded.

Article 60. SAVINGS CLAUSE

If any provision of this MOU, or the application of any provision, should be rendered invalid by court or legislative action, the remaining portions of this Agreement shall remain in full force and effect.

Article 61. ZIPPER CLAUSE

The parties agree that all negotiable items have been discussed during negotiations leading to this MOU, including salaries and benefits, and conditions of employment and therefore further agree that negotiations will not be reopened on any item during the term of this MOU except by mutual agreement or as provided elsewhere in this MOU.

Article 62. SIGNATURES

CITY OF REDLANDS	REDLANDS CIVILIAN SAFETY EMPLOYEES ASSOCIATION	
X	x	x
EDDIE TEJEDA , MAYOR	AMY VARELA, PRESIDENT	DATE
ADOPTED, SIGNED AND APPROVED THIS 5TH DAY OF JULY, 2023		x
ATTEST:	VICE PRESIDENT	DATE
x		
JEANNE DONALDSON, CITY CLERK		

Employee Units Included:
Redlands Civilian Safety Employees Association

City of Redlands
SALARY SCHEDULE

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
CS10	NE	HOURLY	17.404	18.274	19.187	20.147	21.154	21.789	22.224
		MONTHLY	3017	3167	3326	3492	**3666.71**	3777	3852
		ANNUAL	36199	38009	39910	41905	44001	45321	46227
CS11	NE	HOURLY	17.578	18.456	19.379	20.348	21.366	22.007	22.447
		MONTHLY	3047	3199	3359	3527	**3703**	3814	3891
		ANNUAL	36561	38389	40309	42324	44441	45774	46689
CS12	NE	HOURLY	17.753	18.641	19.573	20.552	21.579	22.227	22.671
		MONTHLY	3077	3231	3393	3562	**3740**	3853	3930
		ANNUAL	36927	38773	40712	42748	44885	46231	47156
CS13	NE	HOURLY	17.931	18.827	19.769	20.757	21.795	22.449	22.898
		MONTHLY	3108	3263	3427	3598	**3778**	3891	3969
		ANNUAL	37296	39161	41119	43175	45334	46694	47628
CS14	NE	HOURLY	18.110	19.016	19.966	20.965	22.013	22.673	23.127
		MONTHLY	3139	3296	3461	3634	**3816**	3930	4009
		ANNUAL	37669	39553	41530	43607	45787	47161	48104
CS15	NE	HOURLY	18.291	19.206	20.166	21.174	22.233	22.900	23.358
		MONTHLY	3170	3329	3495	3670	**3854**	3969	4049
		ANNUAL	38046	39948	41946	44043	46245	47632	48585
CS16	NE	HOURLY	18.474	19.398	20.368	21.386	22.455	23.129	23.592
		MONTHLY	3202	3362	3530	3707	**3892**	4009	4089
		ANNUAL	38426	40348	42365	44483	46707	48109	49071
CS17	NE	HOURLY	18.659	19.592	20.571	21.600	22.680	23.360	23.828
		MONTHLY	3234	3396	3566	3744	**3931**	4049	4130
		ANNUAL	38811	40751	42789	44928	47175	48590	49562
CS18	NE	HOURLY	18.846	19.788	20.777	21.816	22.907	23.594	24.066
		MONTHLY	3267	3430	3601	3781	**3971**	4090	4171
		ANNUAL	39199	41159	43217	45377	47646	49076	50057
CS19	NE	HOURLY	19.034	19.986	20.985	22.034	23.136	23.830	24.307
		MONTHLY	3299	3464	3637	3819	**4010**	4131	4213
		ANNUAL	39591	41570	43649	45831	48123	49566	50558
CS20	NE	HOURLY	19.224	20.186	21.195	22.255	23.367	24.068	24.550
		MONTHLY	3332	3499	3674	3857	**4050**	4172	4255
		ANNUAL	39987	41986	44085	46289	48604	50062	51063
CS21	NE	HOURLY	19.417	20.387	21.407	22.477	23.601	24.309	24.795
		MONTHLY	3366	3534	3711	3896	**4091**	4214	4298
		ANNUAL	40386	42406	44526	46752	49090	50563	51574
CS22	NE	HOURLY	19.611	20.591	21.621	22.702	23.837	24.552	25.043
		MONTHLY	3399	3569	3748	3935	**4132**	4256	4341
		ANNUAL	40790	42830	44971	47220	49581	51068	52090

Effective July 2023

*Due to rounding, salary schedules are a close approximation of actual salary

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
CS23	NE	HOURLY	19.807	20.797	21.837	22.929	24.075	24.798	25.294
		MONTHLY	3433	3605	3785	3974	**4173**	4298	4384
		ANNUAL	41198	43258	45421	47692	50077	51579	52611
CS24	NE	HOURLY	20.005	21.005	22.055	23.158	24.316	25.046	25.546
		MONTHLY	3468	3641	3823	4014	**4215**	4341	4428
		ANNUAL	41610	43691	45875	48169	50577	52095	53137
CS25	NE	HOURLY	20.205	21.215	22.276	23.390	24.559	25.296	25.802
		MONTHLY	3502	3677	3861	4054	**4257**	4385	4472
		ANNUAL	42026	44128	46334	48651	51083	52616	53668
CS26	NE	HOURLY	20.407	21.427	22.499	23.624	24.805	25.549	26.060
		MONTHLY	3537	3714	3900	4095	**4300**	4428	4517
		ANNUAL	42447	44569	46797	49137	51594	53142	54205
CS27	NE	HOURLY	20.611	21.642	22.724	23.860	25.053	25.804	26.321
		MONTHLY	3573	3751	3939	4136	**4343**	4473	4562
		ANNUAL	42871	45015	47265	49629	52110	53673	54747
CS28	NE	HOURLY	20.817	21.858	22.951	24.098	25.303	26.063	26.584
		MONTHLY	3608	3789	3978	4177	**4386**	4518	4608
		ANNUAL	43300	45465	47738	50125	52631	54210	55294
CS29	NE	HOURLY	21.025	22.077	23.180	24.339	25.556	26.323	26.850
		MONTHLY	3644	3827	4018	4219	**4430**	4563	4654
		ANNUAL	43733	45919	48215	50626	53157	54752	55847
CS30	NE	HOURLY	21.236	22.297	23.412	24.583	25.812	26.586	27.118
		MONTHLY	3681	3865	4058	4261	**4474**	4608	4700
		ANNUAL	44170	46379	48698	51132	53689	55300	56406
CS31	NE	HOURLY	21.448	22.520	23.646	24.829	26.070	26.852	27.389
		MONTHLY	3718	3904	4099	4304	**4519**	4654	4747
		ANNUAL	44612	46842	49184	51644	54226	55853	56970
CS32	NE	HOURLY	21.662	22.746	23.883	25.077	26.331	27.121	27.663
		MONTHLY	3755	3943	4140	4347	**4564**	4701	4795
		ANNUAL	45058	47311	49676	52160	54768	56411	57539
CS33	NE	HOURLY	21.879	22.973	24.122	25.328	26.594	27.392	27.940
		MONTHLY	3792	3982	4181	4390	**4610**	4748	4843
		ANNUAL	45508	47784	50173	52682	55316	56975	58115
CS34	NE	HOURLY	22.098	23.203	24.363	25.581	26.860	27.666	28.219
		MONTHLY	3830	4022	4223	4434	**4656**	4795	4891
		ANNUAL	45964	48262	50675	53209	55869	57545	58696
CS35	NE	HOURLY	22.319	23.435	24.607	25.837	27.129	27.943	28.501
		MONTHLY	3869	4062	4265	4478	**4702**	4843	4940
		ANNUAL	46423	48744	51182	53741	56428	58121	59283

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
CS36	NE	HOURLY	22.542	23.669	24.853	26.095	27.400	28.222	28.786
		MONTHLY	3907	4103	4308	4523	**4749**	4892	4990
		ANNUAL	46887	49232	51693	54278	56992	58702	59876
CS37	NE	HOURLY	22.767	23.906	25.101	26.356	27.674	28.504	29.074
		MONTHLY	3946	4144	4351	4568	**4797**	4941	5040
		ANNUAL	47356	49724	52210	54821	57562	59289	60475
CS38	NE	HOURLY	22.995	24.145	25.352	26.620	27.951	28.789	29.365
		MONTHLY	3986	4185	4394	4614	**4845**	4990	5090
		ANNUAL	47830	50221	52732	55369	58137	59882	61079
CS39	NE	HOURLY	23.225	24.386	25.606	26.886	28.230	29.077	29.659
		MONTHLY	4026	4227	4438	4660	**4893**	5040	5141
		ANNUAL	48308	50724	53260	55923	58719	60480	61690
CS40	NE	HOURLY	23.457	24.630	25.862	27.155	28.513	29.368	29.955
		MONTHLY	4066	4269	4483	4707	**4942**	5090	5192
		ANNUAL	48791	51231	53792	56482	59306	61085	62307
CS41	NE	HOURLY	23.692	24.876	26.120	27.426	28.798	29.662	30.255
		MONTHLY	4107	4312	4528	4754	**4992**	5141	5244
		ANNUAL	49279	51743	54330	57047	59899	61696	62930
CS42	NE	HOURLY	23.929	25.125	26.382	27.701	29.086	29.958	30.557
		MONTHLY	4148	4355	4573	4801	**5042**	5193	5297
		ANNUAL	49772	52261	54874	57617	60498	62313	63559
CS43	NE	HOURLY	24.168	25.377	26.645	27.978	29.376	30.258	30.863
		MONTHLY	4189	4399	4619	4849	**5092**	5245	5350
		ANNUAL	50270	52783	55422	58193	61103	62936	64195
CS44	NE	HOURLY	24.410	25.630	26.912	28.257	29.670	30.560	31.172
		MONTHLY	4231	4443	4665	4898	**5143**	5297	5403
		ANNUAL	50772	53311	55977	58775	61714	63566	64837
CS45	NE	HOURLY	24.654	25.887	27.181	28.540	29.967	30.866	31.483
		MONTHLY	4273	4487	4711	4947	**5194**	5350	5457
		ANNUAL	51280	53844	56536	59363	62331	64201	65485
CS46	NE	HOURLY	24.900	26.145	27.453	28.825	30.267	31.175	31.798
		MONTHLY	4316	4532	4758	4996	**5246**	5404	5512
		ANNUAL	51793	54383	57102	59957	62955	64843	66140
CS47	NE	HOURLY	25.149	26.407	27.727	29.114	30.569	31.486	32.116
		MONTHLY	4359	4577	4806	5046	**5299**	5458	5567
		ANNUAL	52311	54926	57673	60556	63584	65492	66801
CS48	NE	HOURLY	25.401	26.671	28.005	29.405	30.875	31.801	32.437
		MONTHLY	4403	4623	4854	5097	**5352**	5512	5622
		ANNUAL	52834	55476	58249	61162	64220	66147	67469

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
CS49	NE	HOURLY	25.655	26.938	28.285	29.699	31.184	32.119	32.762
		MONTHLY	4447	4669	4903	5148	**5405**	5567	5679
		ANNUAL	53362	56030	58832	61773	64862	66808	68144
CS50	NE	HOURLY	25.911	27.207	28.567	29.996	31.496	32.440	33.089
		MONTHLY	4491	4716	4952	5199	**5459**	5623	5735
		ANNUAL	53896	56591	59420	62391	65511	67476	68826
CS51	NE	HOURLY	26.171	27.479	28.853	30.296	31.811	32.765	33.420
		MONTHLY	4536	4763	5001	5251	**5514**	5679	5793
		ANNUAL	54435	57157	60014	63015	66166	68151	69514
CS52	NE	HOURLY	26.432	27.754	29.142	30.599	32.129	33.092	33.754
		MONTHLY	4582	4811	5051	5304	**5569**	5736	5851
		ANNUAL	54979	57728	60615	63645	66828	68832	70209
CS53	NE	HOURLY	26.697	28.031	29.433	30.905	32.450	33.423	34.092
		MONTHLY	4627	4859	5102	5357	**5625**	5793	5909
		ANNUAL	55529	58305	61221	64282	67496	69521	70911
CS54	NE	HOURLY	26.964	28.312	29.727	31.214	32.774	33.758	34.433
		MONTHLY	4674	4907	5153	5410	**5681**	5851	5968
		ANNUAL	56084	58888	61833	64925	68171	70216	71620
CS55	NE	HOURLY	27.233	28.595	30.025	31.526	33.102	34.095	34.777
		MONTHLY	4720	4956	5204	5464	**5738**	5910	6028
		ANNUAL	56645	59477	62451	65574	68852	70918	72336
CS56	NE	HOURLY	27.506	28.881	30.325	31.841	33.433	34.436	35.125
		MONTHLY	4768	5006	5256	5519	**5795**	5969	6088
		ANNUAL	57212	60072	63076	66230	69541	71627	73060
CS57	NE	HOURLY	27.781	29.170	30.628	32.160	33.768	34.781	35.476
		MONTHLY	4815	5056	5309	5574	**5853**	6029	6149
		ANNUAL	57784	60673	63707	66892	70236	72344	73790
CS58	NE	HOURLY	28.058	29.461	30.934	32.481	34.105	35.128	35.831
		MONTHLY	4863	5107	5362	5630	**5912**	6089	6211
		ANNUAL	58362	61280	64344	67561	70939	73067	74528
CS59	NE	HOURLY	28.339	29.756	31.244	32.806	34.446	35.480	36.189
		MONTHLY	4912	5158	5416	5686	**5971**	6150	6273
		ANNUAL	58945	61892	64987	68236	71648	73798	75274
CS60	NE	HOURLY	28.622	30.054	31.556	33.134	34.791	35.834	36.551
		MONTHLY	4961	5209	5470	5743	**6030**	6211	6336
		ANNUAL	59535	62511	65637	68919	72365	74536	76026
CS61	NE	HOURLY	28.909	30.354	31.872	33.465	35.139	36.193	36.917
		MONTHLY	5011	5261	5524	5801	**6091**	6273	6399
		ANNUAL	60130	63136	66293	69608	73088	75281	76787

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
CS62	NE	HOURLY	29.198	30.658	32.190	33.800	35.490	36.555	37.286
		MONTHLY	5061	5314	5580	5859	**6152**	6336	6463
		ANNUAL	60731	63768	66956	70304	73819	76034	77554
CS63	NE	HOURLY	29.490	30.964	32.512	34.138	35.845	36.920	37.659
		MONTHLY	5112	5367	5635	5917	**6213**	6400	6527
		ANNUAL	61339	64405	67626	71007	74557	76794	78330
CS64	NE	HOURLY	29.785	31.274	32.837	34.479	36.203	37.289	38.035
		MONTHLY	5163	5421	5692	5976	**6275**	6464	6593
		ANNUAL	61952	65050	68302	71717	75303	77562	79113
CS65	NE	HOURLY	30.082	31.587	33.166	34.824	36.565	37.662	38.416
		MONTHLY	5214	5475	5749	6036	**6338**	6528	6659
		ANNUAL	62571	65700	68985	72434	76056	78338	79904
CS66	NE	HOURLY	30.383	31.902	33.498	35.172	36.931	38.039	38.800
		MONTHLY	5266	5530	5806	6097	**6401**	6593	6725
		ANNUAL	63197	66357	69675	73159	76817	79121	80703
CS67	NE	HOURLY	30.687	32.221	33.833	35.524	37.300	38.419	39.188
		MONTHLY	5319	5585	5864	6158	**6465**	6659	6793
		ANNUAL	63829	67021	70372	73890	77585	79912	81510
CS68	NE	HOURLY	30.994	32.544	34.171	35.879	37.673	38.804	39.580
		MONTHLY	5372	5641	5923	6219	**6530**	6726	6860
		ANNUAL	64467	67691	71075	74629	78361	80711	82326
CS69	NE	HOURLY	31.304	32.869	34.513	36.238	38.050	39.192	39.975
		MONTHLY	5426	5697	5982	6281	**6595**	6793	6929
		ANNUAL	65112	68368	71786	75375	79144	81518	83149
CS70	NE	HOURLY	31.617	33.198	34.858	36.601	38.431	39.583	40.375
		MONTHLY	5480	5754	6042	6344	**6661**	6861	6998
		ANNUAL	65763	69051	72504	76129	79936	82334	83980
CS71	NE	HOURLY	31.933	33.530	35.206	36.967	38.815	39.979	40.779
		MONTHLY	5535	5812	6102	6408	**6728**	6930	7068
		ANNUAL	66421	69742	73229	76890	80735	83157	84820
CS72	NE	HOURLY	32.252	33.865	35.558	37.336	39.203	40.379	41.187
		MONTHLY	5590	5870	6163	6472	**6795**	6999	7139
		ANNUAL	67085	70439	73961	77659	81542	83989	85668
CS73	NE	HOURLY	32.575	34.204	35.914	37.710	39.595	40.783	41.599
		MONTHLY	5646	5929	6225	6536	**6863**	7069	7210
		ANNUAL	67756	71144	74701	78436	82358	84828	86525
CS74	NE	HOURLY	32.901	34.546	36.273	38.087	39.991	41.191	42.015
		MONTHLY	5703	5988	6287	6602	**6932**	7140	7283
		ANNUAL	68433	71855	75448	79220	83181	85677	87390

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
CS75	NE	HOURLY	33.230	34.891	36.636	38.468	40.391	41.603	42.435
		MONTHLY	5760	6048	6350	6668	**7001**	7211	7355
		ANNUAL	69118	72574	76202	80012	84013	86534	88264
CS76	NE	HOURLY	33.562	35.240	37.002	38.852	40.795	42.019	42.859
		MONTHLY	5817	6108	6414	6734	**7071**	7283	7429
		ANNUAL	69809	73299	76964	80813	84853	87399	89147
CS77	NE	HOURLY	33.898	35.593	37.372	39.241	41.203	42.439	43.288
		MONTHLY	5876	6169	6478	6802	**7142**	7356	7503
		ANNUAL	70507	74032	77734	81621	85702	88273	90038
CS78	NE	HOURLY	34.237	35.948	37.746	39.633	41.615	42.863	43.721
		MONTHLY	5934	6231	6543	6870	**7213**	7430	7578
		ANNUAL	71212	74773	78511	82437	86559	89156	90939
CS79	NE	HOURLY	34.579	36.308	38.123	40.029	42.031	43.292	44.158
		MONTHLY	5994	6293	6608	6938	**7285**	7504	7654
		ANNUAL	71924	75520	79296	83261	87424	90047	91848
CS80	NE	HOURLY	34.925	36.671	38.505	40.430	42.451	43.725	44.599
		MONTHLY	6054	6356	6674	7008	**7358**	7579	7731
		ANNUAL	72644	76276	80089	84094	88299	90948	92767
CS81	NE	HOURLY	35.274	37.038	38.890	40.834	42.876	44.162	45.045
		MONTHLY	6114	6420	6741	7078	**7432**	7655	7808
		ANNUAL	73370	77038	80890	84935	89182	91857	93694
CS82	NE	HOURLY	35.627	37.408	39.278	41.242	43.305	44.604	45.496
		MONTHLY	6175	6484	6808	7149	**7506**	7731	7886
		ANNUAL	74104	77809	81699	85784	90073	92776	94631
CS83	NE	HOURLY	35.983	37.782	39.671	41.655	43.738	45.050	45.951
		MONTHLY	6237	6549	6876	7220	**7581**	7809	7965
		ANNUAL	74845	78587	82516	86642	90974	93703	95577
CS84	NE	HOURLY	36.343	38.160	40.068	42.071	44.175	45.500	46.410
		MONTHLY	6299	6614	6945	7292	**7657**	7887	8044
		ANNUAL	75593	79373	83341	87508	91884	94640	96533
CS85	NE	HOURLY	36.706	38.542	40.469	42.492	44.617	45.955	46.874
		MONTHLY	6362	6681	7015	7365	**7734**	7966	8125
		ANNUAL	76349	80167	84175	88384	92803	95587	97499
CS86	NE	HOURLY	37.073	38.927	40.873	42.917	45.063	46.415	47.343
		MONTHLY	6426	6747	7085	7439	**7811**	8045	8206
		ANNUAL	77113	80968	85017	89267	93731	96543	98474
CS87	NE	HOURLY	37.444	39.316	41.282	43.346	45.514	46.879	47.816
		MONTHLY	6490	6815	7156	7513	**7889**	8126	8288
		ANNUAL	77884	81778	85867	90160	94668	97508	99458

Employee Units Included:
Redlands Civilian Safety Employees Association

City of Redlands
SALARY SCHEDULE

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
CS88	NE	HOURLY	37.819	39.709	41.695	43.780	45.969	47.348	48.295
		MONTHLY	6555	6883	7227	7588	**7968**	8207	8371
		ANNUAL	78663	82596	86725	91062	95615	98483	100453
CS89	NE	HOURLY	38.197	40.107	42.112	44.217	46.428	47.821	48.778
		MONTHLY	6621	6952	7299	7664	**8048**	8289	8455
		ANNUAL	79449	83422	87593	91972	96571	99468	101457
CS90	NE	HOURLY	38.579	40.508	42.533	44.660	46.893	48.299	49.265
		MONTHLY	6687	7021	7372	7741	**8128**	8372	8539
		ANNUAL	80244	84256	88469	92892	97537	100463	102472

Employee Units Included:
Redlands Professional Firefighters Association

City of Redlands
SALARY SCHEDULE

Title	Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5	6 (Longevity 14Years Effective July 1, 2021)	7 (Longevity 19 years)
Firefighter (24 hour days)	F50	NE	HOURLY	25.118	26.374	27.693	29.078	30.532	31.448	33.020	34.011
			MONTHLY	6095	6400	6720	7056	**7409.00**	7631	8013	8253
			ANNUAL	73145	76802	80642	84674	88908	91575	96154	99039
Fire Engineer (24 hour days)	F55	NE	HOURLY	29.612	31.092	32.647	34.279	35.993	37.073	38.927	40.095
			MONTHLY	7186	7545	7922	8318	**8734.41**	8996	9446	9730
			ANNUAL	86230	90541	95068	99822	104813	107957	113355	116756
Fire Captain (24 hour days)	F60	NE	HOURLY	34.663	36.397	38.216	40.127	42.134	43.398	45.568	46.935
			MONTHLY	8412	8832	9274	9738	**10224.43**	10531	11058	11389
			ANNUAL	100940	105987	111286	116851	122693	126374	132693	136673

Effective July 2023

*Due to rounding, salary schedules are close approximations of actual salary

Employee Units Included:
Redlands Professional Police Officers Association
Redlands Association of Safety Management Employees

City of Redlands
SALARY SCHEDULE

Title	Range	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity)	6 (Longevity)
Police Officer	P60	HOURLY	37.627	39.509	41.484	43.558	45.736	48.023	49.464
		MONTHLY	6522	6848	7191	7550	**7928**	8324	8574
		ANNUAL	78265	82178	86287	90601	95132	99888	102885
Police Corporal	P64	HOURLY	42.488	44.612	46.843	49.185	51.644	54.226	55.853
		MONTHLY	7365	7733	8119	8525	**8952**	9399	9681
		ANNUAL	88374	92793	97433	102304	107419	112790	116174
Police Sergeant	P70	HOURLY	50.664	53.197	55.857	58.650	61.583	64.662	66.602
		MONTHLY	8782	9221	9682	10166	**10674**	11208	11544
		ANNUAL	105381	110651	116183	121992	128092	134496	138531
Police Commander	P81	HOURLY	69.534	73.011	76.661	80.495	84.519	88.745	
		MONTHLY	12053	12655	13288	13952	**14650**	15383	
		ANNUAL	144631	151863	159456	167429	175800	184590	
Deputy Chief	P85	HOURLY	78.780	82.719	86.855	91.198	95.758	100.546	
		MONTHLY	13655	14338	15055	15808	**16598**	17428	
		ANNUAL	163863	172056	180659	189691	199176	209135	

*Due to rounding, salary schedules are close approximations of actual salary

Effective July 2022

City Council/Successor Agency Meeting **L. 4.**

DATE: 07/05/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Second Amendment to the Agreement with Southern California Fleet Services, Inc. to increase the total compensation for an amount not to exceed $2,887,000 and consideration of Resolution No. 8496 amending Resolution No. 8331 to approve a Purchase Order Modification and First Amendment to a Non-Professional Services Agreement with Ken Grody Ford Redlands, LLC. to a not-to-exceed amount of $325,312 to provide Ford Original Equipment Manufacturer (OEM) parts and repair services for the City (Facilities and Community Service Director Crocker)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motions are provided:

1. I move that the City Council approve an amendment to an agreement with Southern California Fleet Services, Inc. to increase the total compensation to an amount not to exceed $2,887,000; and

2. I move that the City Council adopt Resolution No. 8496 amending Resolution No. 8331 to approve a purchase order modification and First Amendment to a Non-Professional Services Agreement with Ken Grody Ford Redlands, LLC. to a not-to-exceed amount of $325,312 to provide Ford OEM parts and repair services for the City

RECOMMENDATION:

Staff recommends that the City Council approve an amendment to an agreement with Southern California Fleet Services, Inc. to increase the total compensation to an amount not to exceed $2,887,000. Staff further recommends that the City Council adopt Resolution No. 8496 amending Resolution No. 8331 approving a purchase order modification and First Amendment to a Non-Professional Services Agreement with Ken Grody Ford

Redlands, LLC to a not to exceed amount of $325,312 to provide Ford OEM parts and repair services for the City.

DISCUSSION:

The City of Redlands Facilities and Community Services Department's Equipment Maintenance Division oversees the maintenance of approximately 470 vehicles and the City's fuel station. In June 2021, the City Council approved an agreement with Southern California Fleet Services, Inc. to provide onsite fleet maintenance and repair services.

During Fiscal Year 2022-23, the Equipment Maintenance Division experienced staffing shortages, resulting in a need for increased contractual services. During the transition to new contractual staff and interim city staff, the ordering of parts was shifted to the contracted vendor from the City issued purchase orders. The cost of the parts utilized the existing funds on the Purchase Order for Southern California Fleet Services, Inc. This has been corrected. However, additional funds need to be added to the agreement and purchase order to cover the expenses. In addition, increased labor costs will be incurred as contracted mechanics work overtime on extra days to cover the upcoming holiday schedule of the solid waste collection services. The additional costs associated with the expense of parts are included in purchase orders with other established vendors and will not result in an increase to the budget line item. The second amendment will increase the not-to-exceed amount of the second term of the agreement to $1,106,000 and to increase the not-to-exceed amount of the third and final term of the agreement to $1,106,000 resulting in a total three-year agreement amount not-to-exceed amount of $2,887,000.

In addition, on June 1, 2022, the City Council approved the annual purchase orders for the Facilities and Community Services Department, Resolution No. 8331 that included a sole-source purchase order with Ken Grody Ford Redlands, LLC for the supply of Ford Original Equipment Manufacturer (OEM) parts and repair services on an as-needed basis. OEM parts have unique design features that cannot be replaced by non-OEM parts and the use of alternate parts would void a manufacturer's warranty. Due to an influx of vehicle repairs, the demand for OEM parts and repair services has significantly increased. Thus, staff is requesting adoption of Resolution No. 8496 amending Resolution No. 8331 approving a purchase order modification and First Amendment to a Non-Professional Services Agreement with Ken Grody Ford Redlands, LLC. to increase the not-to-exceed amount from $295,605 to $325,312.

ALTERNATIVES:

City Council may elect not to approve the amendments or adopt Resolution No. 8496. However, this action will adversely affect the Division's ability to service the City's equipment.

STRATEGIC PLAN:

Not Applicable.

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Service Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Larry Alms, Senior Administrative Assistant

Fiscal Impact

Fiscal Year: FY 2022-23
Amount: $255,707
Budgeted Y/N: Y
Account No.: 607900
Discussion:
If the second amendment to the agreement is approved by the City Council, the agreement with Southern California Fleet Services, Inc. will increase by $226,000 for FY 2022-23. In addition, if approved, the purchase order with Ken Grody Ford Redlands, LLC. will increase by $29,707 for FY 2022-23. Sufficient funding for these services is included in the Equipment Maintenance Division's (607900) budget for Fiscal Year 2022-23 as approved by the City Council.

Fiscal Year: FY 2023-24
Amount: $431,000

Budgeted Y/N: Y

Account No.: 607900

Discussion:

If approved by the City Council, the agreement with Southern California Fleet Services, Inc. will increase by $431,000 for FY 2023-24. Sufficient funding for these services is included in the Equipment Maintenance Division's (607900) budget for Fiscal Year 2023-24 as approved by the City Council.

Attachments

Resolution No. 8496 Amending Resolution No. 8331

Second Amendment-SoCal Fleet

First Amendment-SoCal Fleet

SoCal Fleet Agreement 6.21.23

First Amendment-Ken Grody

Ken Grody Agreement 6.21.23

RESOLUTION NO. 8496

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS AMENDING RESOLUTION NO 8331 TO AMEND A SINGLE/SOLE SOURCE PURCHASE ORDER AND NON-PROFESSIONAL SERVICES AGREEMENT WITH KEN GRODY FORD REDLANDS, LLC FOR THE CITY'S FACILITIES AND COMMUNITY SERVICES DEPARTMENT FOR FISCAL YEAR 2022-23

WHEREAS, the Facilities and Community Services Department regularly purchases a variety of supplies and services from to support City operations pursuant to bids for products and services in accordance with the Redlands Municipal Code; and

WHEREAS, on June 21, 2022, the City Council of the City of Redlands approved Resolution No. 8331 approving annual purchase orders for the City's Facilities and Community Services Department for Fiscal Year 2022-23; and

WHEREAS, there is a need to amend the purchase order and Non-Professional Services Agreement with Ken Grody Ford Redlands, LLC dated June 21, 2022 due to increased vehicle repairs; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDLANDS AS FOLLOWS:

Section 1. Section 8 of Resolution No. 8331 is hereby amended to read as follows:

"Section 8. The City Council hereby approves an agreement with Ken Grody Ford Redlands for Ford OEM parts and repair in an amount not to exceed $128,242 for the initial term, $98,535 for the first Extended Term; and $98,535 for the second Extended Term, bringing the total an amount not to exceed $325,312."

Section 2. The City Council hereby approves the First Amendment to the Non-Professional Services Agreement with Ken Grody Ford Redlands, LLC , attached hereto and incorporated by reference herein as Exhibit "A".

ADOPTED, SIGNED, AND APPROVED this 5th day of July 2023.

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 5th day of July, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

EXHIBIT A
FIRST AMENDMENT TO AGREEMENT WITH
KEN GRODY FORD REDLANDS, LLC

SECOND AMENDMENT TO AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES FOR EQUIPMENT AND SUPPLIES

This second amendment ("Second Amendment") to the agreement for the provision of onsite fleet maintenance and repair services ("Agreement"), dated June 21, 2021, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and Southern California Fleet Services, Inc., a California corporation ("Consultant"), is made and entered into this 5th day of July, 2023.

RECITALS

WHEREAS, it is the desire of the City and Consultant to amend their existing Agreement, specifically the compensation to contractor;

NOW, THEREFORE, for good and valuable consideration in the receipt of which is hereby acknowledged City and Consultant agree as follows:

AGREEMENT

Section 1. Article 5 of the Agreement, entitled "Payments to Contractor," is hereby amended to read as follows:

"5.1 The compensation for Contractor's performance of the Services shall not exceed the amount of six hundred seventy five thousand dollars ($675,000) for the Services provided during the Initial Term. The compensation for Contractor's performance for the Services shall not exceed the amount of one million one hundred six thousand dollars ($1,106,000) for the first Extended Term; and one million one hundred six thousand ($1,106,000) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of two million eight hundred eighty seven thousand dollars ($2,887,000). For the Initial Term and each Extended Term, City shall pay Contractor on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "C," titled "Fee Schedule," which is attached hereto and incorporated herein by reference."

Section 2. All other provisions of the Agreement shall remain unchanged by this Second Amendment and in effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of July 5, 2023.

CITY OF REDLANDS

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

SOUTHERN CALIFORNIA FLEET SERVICES, INC.

By: _____
Tom Franchina, President

FIRST AMENDMENT TO AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES FOR EQUIPMENT AND SUPPLIES

This First Amendment ("First Amendment") to the agreement for the provision of onsite fleet maintenance and repair services ("Agreement"), dated June 1, 2021, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and Southern California Fleet Services, Inc., a California corporation ("Consultant"), is made and entered into this 18th day of April, 2023.

RECITALS

WHEREAS, it is the desire of the City and Consultant to amend their existing Agreement, specifically the payments to contractor;

NOW, THEREFORE, for good and valuable consideration in the receipt of which is hereby acknowledged City and Consultant agree as follows:

AGREEMENT

Section 1. Article 5 of the Agreement, entitled "Payments to Contractor," is hereby amended to read as follows:

The compensation for Contractor's performance of the Services shall not exceed the amount of six hundred seventy-five thousand dollars ($675,000) for the Services provided during the Initial Term. The compensation for Contractor's performance for the Services shall not exceed the amount of eight hundred eighty thousand dollars ($880,000) for the first Extended Term; and six hundred seventy-five thousand dollars ($675,000) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of two million two hundred thirty thousand dollars ($2,230,000). For the Initial Term and each Extended Term, City shall pay Contractor on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "C," titled "Fee Schedule," which is attached hereto and incorporated herein by reference.

Section 2. All other provisions of the Agreement shall remain unchanged by this First Amendment and in effect.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of April 18, 2023.

CITY OF REDLANDS

Eddie Tejeda

Eddie Tejeda, Mayor

ATTEST:

Jeanne Donaldson

Jeanne Donaldson, City Clerk

SOUTHERN CALIFORNIA FLEET SERVICES, INC.

By: Tom Franchina

Tom Franchina, President

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES FOR EQUIPMENT AND SUPPLIES

This agreement for the provision of onsite fleet maintenance and repair services ("Agreement") is made and entered in this 1st day of June, 2021 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Southern California Fleet Services, Inc., a California corporation ("Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Contractor agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

1.1 City hereby engages Contractor to perform onsite fleet maintenance and repair services for City (the "Services").

1.2 The Services shall be performed by Contractor in a professional manner, and Contractor represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional Contractors in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONTRACTOR

2.1 The Services that Contractor shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by reference.

2.2 Contractor shall comply with applicable federal, state and local laws and regulations in the performance of this agreement including, but not limited to, any applicable State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City shall make available to Contractor information in its possession that may assist Contractor in performing the Services.

3.2 City designates Chris Boatman, Facilities and Community Services Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 Contractor shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "B," titled "Preventative Equipment Maintenance Schedule," which is attached hereto and incorporated herein by reference. The Services shall commence on June 5, 2021.

4.2 The Initial term of this Agreement shall commence on its Effective Date and ending on June 30, 2022 (the "Initial Term"). City shall have the option to extend the Initial Term of this Agreement by two (2) additional terms (each, an "Extended Term"), on the same terms and conditions, by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term. The Initial Term and the Extended Terms are collectively referred to herein as the "Term" of this Agreement.

4.3 If Contractor's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to the City, consistent with City Council adopted policy for the same. It shall be the obligation of Contractor to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 The compensation for Contractor's performance of the Services shall not exceed the amount of six hundred seventy five thousand dollars ($675,000) for the Services provided during the Initial Term. Should this Agreement be extended, the compensation for Contractor's performance for the Services shall not exceed the amount of six hundred seventy five thousand dollars ($675,000) for the first Extended Term; and six hundred seventy five thousand dollars ($675,000) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of two million twenty five thousand dollars ($2,025,000). For the Initial Term and each Extended Term, City shall pay Contractor on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "C," titled "Fee Schedule," which is attached hereto and incorporated herein by reference.

5.2 Contractor shall submit monthly invoices to City describing the Services performed during the preceding month. Contractor's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses related to the Services. City shall pay Contractor no later than thirty (30) days after receipt and approval by City of Contractor's invoice.

5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY:	CONTRACTOR:
City Clerk City of Redlands	Tom Franchina, President Southern California Fleet Services, Inc.

35 Cajon Street
P.O. Box 3005 (mailing)
edlands, CA 92373
jdonaldson@cityofredlands.org
Phone: (909) 798-7531
Fax: (909) 798-7535

2855 Sampson Avenue
Corona, CA 92879
tfranchina@socalfleet.com
Phone: (951) 272-8655

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Contractor for the duration of its performance of the Services. Contractor shall not perform any Services unless and until the required insurance listed below is obtained by Contractor. Contractor shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Contractor is self-insured or exempt from the workers' compensation laws of the State of California. Contractor shall execute and provide City with Exhibit "D," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Contractor owned vehicles used in connection with Contractor's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

6.2 Contractor shall defend, indemnify and hold harmless City and its elected officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Contractor, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Contractor covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Contractor's Services. Contractor further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Contractor agrees it is not a designated employee within the meaning of the Political Reform Act because Contractor:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and, in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Contractor must disclose its financial interests, Contractor shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Contractor shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, results in City's immediate termination of this Agreement.

8.3 Contractor is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or Contractor's employees, except as herein set forth. Contractor shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Contractor are for its account only, and in no event shall Contractor or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Contractor have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than ten (10) days prior written notice to Contractor of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Contractor's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, drawings, specifications, reports, summaries and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5 Contractor shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Contractor.

8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Contractor.

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Contractor have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

SOUTHERN CALIFORNIA FLEET SERVICES, INC.

By: Tom Franchina
Tom Franchina, President

ATTEST:

By: _____
Jeanne Donaldson, City Clerk

L:\ca\djm\Agreements\Southern California Fleet Services Agreement.NPS-2.1.FY20-0117.docx.jn

EXHIBIT "A"

SCOPE OF SERVICES

Time estimates for equipment repairs are not to exceed the industry standard repair guidelines using sources such as, Chilton, Mitchell or All Data time. Additional time above and beyond guideline will not be accommodated unless previously approved in writing or email by an authorized City representative.

The Scope of Work and Specifications are a general guide, and are not intended to be all-inclusive list of all the work necessary for providing the Onsite Fleet Maintenance and Repair Program scope. It shall be the Contractor's responsibility to develop and implement a preventative maintenance (PM) program to effectively maintain all vehicles and equipment listed in the Fleet Availability Performance Standards Tables (Table A - List of Fleet Vehicles; Table B – List of Enterprise Vehicles, Table C – Vehicle Descriptions) to the satisfaction of City's Representative.

The current hours of operation for City staff at the Fleet Facility is Monday through Friday from 6:00 am to 4:30 pm. The Contractor will be required to have technician's onsite from 7:00am until 10:30pm. Monday through Thursday and Fridays from 7:00am to 8:30 pm. Schedule is not set and is workable.

Personnel Requirements are as follows:

- Three (3) fleet technicians
  - Two (2) technicians will be onsite Monday through Thursday from 2pm-10:30pm and Fridays from 12pm-8:30pm.
  - One (1) technician will be onsite Monday through Friday from 7am-3:30pm
  - One (1) light duty service truck to perform onsite BIT inspections.
- Admin Staff:
  - One (1) admin staff onsite once week, each Thursday from 8am-4:30pm. Admin staff shall be responsible for processing paperwork, and creating weekly invoices.
- Janitorial Service:
  - One (1) person onsite (part-time) Monday through Thursday from 6am-11am.

Contractor will ensure all employee's certifications and licenses must stay current, including, but not limited to

- Class A/B License
- ASE's
- Forklift

Contractor will not use the contracted assets or other City furnished property for work on vehicles or equipment not owned or leased by City unless otherwise authorized by City. City property will not be used in any manner for any personal advantage, business gain, or other personal endeavors by Contractor or Contractor's employees other than in the performance of the work described in the Agreement, unless otherwise authorized.

Within ten (10) days of Agreement award, Contractor shall schedule with City a joint facility inspection for the purpose of identifying pre-existing deficiencies pertaining to the buildings, utility systems, equipment, and other assets. Contractor and City will together make a complete and systematic inspection and inventory of all structural, mechanical, electrical and furniture to which Contractor will have access during the course of the Agreement period. Contractor will then prepare and submit to City a Pre-Existing Deficiency Report

describing all observed deficiencies pertaining to the building structure, systems, equipment, or other assets noted during the joint inspection. Contractor will include and identify, as part of this listing, any facility feature or system which is functional but which should be considered for replacement or upgrade due to age or overall condition.

City does not warrant or guarantee against the possibility that safety or environmental hazards or potential hazards may exist at this facility. Contractor shall be responsible for identifying any hazardous conditions located in the facility and notifying City in writing within thirty (30) days of Agreement Award. This will be accomplished by conducting an environmental assessment and an occupational, health, and safety inspection of facility acceptable to City. Contractor will be responsible for the conduct of the assessment and inspection and will pay for the cost of these services.

City will be responsible for supplying heat, water and electricity to these facilities. Contractor may use City phone system, but must pay for local service, equipment charges and long distance calls. In using these facilities, Contractor will develop and adhere to an energy conservation plan that is consistent with City policy. To the extent Contractor operates these facilities in a manner that unnecessarily increases utility costs incurred by City (e.g., does not turn off lights when appropriate to conserve energy and utility usage), City may charge Contractor the excess utility costs of such practices.

City will be responsible for preventative maintenance and repair of facility structure and all elements contained therein that are sublet to Contractor and that are the property of City unless such repair is due to negligence of Contractor.

City from time to time, may add equipment, tools, or furniture to the garage and will entertain Contractor recommendations in this regard. These items will be added to the inventory of items that are Contractor's responsibility as they are put into service. Alternatively, Contractor may purchase and install equipment in the garage upon approval by City. At the conclusion of the Agreement, City shall have the option to purchase this equipment at its depreciated cost. If City elects not to purchase this equipment, Contractor will remove the equipment and return the garage to its pre-equipment installation condition.

Hazardous Material Disposal

Contractor will be responsible for disposal of all wastes (e.g. used oils, oil filters, coolants, transmission fluids, tires, etc.) generated during the course of the Agreement. Disposal of all waste materials will be done in accordance with City, County, State and Federal laws and regulations. Contractor will train its employees in working with and handling hazardous materials, and will obtain all necessary permits for storage, handling and disposing of waste material in an environmentally acceptable and lawful manner.

Contractor will maintain records, including Material Safety Data Sheets (MSDS) and contingency plans for handling a spill or mishap, on all hazardous chemicals and other hazardous wastes, which will contain the materials original, use, transportation, and ultimate distribution and disposal.

Contractor will aid City Staff with an annual Certified Unified Program Agency (CUPA) Filing.

Contractor will be responsible for assuring that as much as possible, the disposal of items will be recycled and in keeping with City's Green Initiative.

Diesel Particulate Filters

Contractor shall maintain and service Diesel Particulate Filters as required by AQMD

Parts Procurement

Contractor may utilize City existing parts procurement contracts for their existing term(s). Contractor shall demonstrate to City that he/she/it is receiving the preferred customer pricing for City for all other parts or supplies.

In the spirit of competitive pricing and the best interest of City, Contractor shall indicate their best markup costs, if any, in the Proposal. City reserves the right to purchase parts directly for Contractor's use in effecting maintenance or repairs, whether from existing contracts or from any vendor of its choice.

Repairs

Contractor must be an authorized Enterprise Fleet Management vendor for repairs and maintenance. Estimates for equipment repair are not to exceed the industry standard flat rate repair guidelines using sources such as, Chilton, Mitchell or All Data time. Additional time and charges above and beyond guideline will not be accommodated unless previously approved by City Representative.

If it is determined that a City vehicle needs repairs beyond regular maintenance such as new brakes, tires, major electrical improvements, or other repairs deemed as necessary, the Preventative Maintenance form will become a repair work order. The City Representative will be contacted to obtain authorization to proceed before any repairs are performed, as required by California State law. The Contractor will not perform the repair until receiving approval from City Representative in writing or e-mail. Contractor will also advise City Representative of the estimated downtime before completing the repair.

Work shall not be sub-contracted without approval from City Representative. Any subcontractor to be utilized for maintenance or repair work shall meet City's required qualifications, repair certificates, licenses, and insurance requirements and provide repair and maintenance as provided in the turnaround time requirements identified in the Agreement.

Warranty and Recall Work

Contractor will administer all warranties and recalls, both for vehicles and parts, associated with management of City's fleet. Contractor will be required to attempt to obtain authorization from various vehicle manufactures to perform in house warranty work on City vehicles. Such work will be reimbursed directly to the Contractor by the manufacturer and City will be held harmless from payment for such work. Work performed by the Contractor for which reimbursement is provided by the manufacturers will not be billed to City. Contractor can send warranty or recall work out to others, subject to applicable provisions of the manufacturer's warranty, when it is more cost-effective to City to do so. Contractor will be responsible for any deductible on work performed at a dealership. The cost of repairs made if a vehicle is sent out for suspected warranty work – and the suspected problem is not warrantied – will be absorbed by Contractor as part of the annual maintenance cost.

Emission (Smog) Testing / Opacity Testing

Emission testing shall be performed annually on qualifying vehicles by Contractor. Due to configuration of City's fleet, there will be vehicles to test every year based on vehicle identification numbers. Opacity testing done annually with comprehensive records maintained.

DOT/BIT Inspection Vehicles (Heavy Trucks, Trailers and Buses)

Contractor shall manage and City's DOT/BIT Inspection to include, but not limited to:

1) Serviced accordingly every 90 days as per DOT guidelines with CHP approved checklists
2) Maintain records for all vehicles regulated by DOT per DOT and CHP guidelines

City will manage and maintain personnel records and conduct random drug screening for City employees affected by the DOT/BIT program.

Management Information System

City shall provide and maintain all software and hardware needed for the **Ron Turley & Associates (RTA) Fleet Management Software, Version 7.3.2.2.0 System**.

The Contractor will be responsible for accurate daily entry of all work order information, (e.g. parts, labor, repair type, outside vendor repair costs, etc.) into the RTA Fleet Management System.

The Contractor will follow existing City Policies with respect to adding or modifying any information to the RTA Fleet Management Software.

Sensitivity of City Property

Contractor must acknowledge that certain property owned by City is sensitive in nature and requires concerted efforts by Contractor to insure that the sensitive nature of such property is not compromised.

Vehicles designated by City as unmarked police undercover vehicles will be serviced and maintained by Contractor. Contractor will insure that the confidential and sensitive nature of these vehicles, including, but not limited to, the special equipment inside the vehicles are maintained. Security procedures by Contractor for such vehicles will include written acknowledgement of the agreement of staff to:

A) Control and limit discussion about these vehicles
B) Prohibit handling and tampering with special machinery and tools
C) Insuring that the integrity of the mechanics and other staff and subcontractors is sufficient

Turn Around Time – Public Safety

In the course of maintenance and repair of City owned Police vehicles, there shall not be more than 10% of the safety fleet down at one time for maintenance or repair. Repairs will need to be coordinated with City Representative to minimize equipment downtime for response.

Safety Requirements

Contractor shall be solely and completely responsible for conditions of the jobsite, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), California Department of Labor (CAL) and all other applicable federal, state, county, and local laws, ordinances, codes and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. Contractor's failure to thoroughly familiarize themselves with the aforementioned safety provisions shall not relieve them from compliance with the obligations and penalties set forth therein. City reserves the right, but is not obligated to make safety inspections at any time Contractor is on City property and to ensure safety rules are not being violated.

A) Contractor will furnish adequate safety equipment and comply with the various OSHA regulations established by the Federal Government, the State and amendments and changes that may occur from time to time. Contractor will maintain safety records in connection with its operation of City facilities recording the relevant details regarding any accidents or injuries occurring on City of Redlands property.

B) All work will be conducted in a safe manner and will comply with the requirements of State and local rules and regulations and OSHA safety standards. Prior to commencement of the work, Contractor will meet in conference with a representative from the Risk Management Division to discuss and develop a mutual understanding relative to the administration of City safety program.

C) If at any time Contractor fails or refuses to comply with Federal, State, or City of Redlands safety requirements; City may issue an order to stop all work until satisfactory corrective action has been taken. No part of the time lost due to any such stop order will be made the subject of any claims for excess cost, damage or extension of time against City, its agents or employees.

D) Contractor will report to City all accidents (personal injury, vehicle or equipment damage) within twenty-four (24) hours of their occurrence or discovery.

Additional Duties

A) Road calls in field
B) Minimal welding and fabrication
C) Large truck and car tire repairs and installation
D) Unload deliveries for warehouse/UPS/Fed-Ex

Fleet Availability Performance Standards

Table A – List of Vehicles

	DEPARTMENT/FLEET	MONTHLY AVAILABILITY GOAL
1	Entire City of Redlands Fleet	Between 95% and 97%
2	Police – Available 24 x 7	Between 95% and 97%
3	Solid Waste* -Available 8 – 9 Hours per business day a. Commercial Collections b. Residential Collections c. Recycling	Between 95% and 97%
4	a. Water Production* b. Water Distribution* c. Waste Water*	Between 94% and 97%
5	a. Building & Safety* b. Parks* c. Building Maintenance* d. Electrical*	Between 94% and 97%
6	a. Code Enforcement* b. Animal Control* c. Cemetery* d. Meter Readers*	Between 95% and 97%
7	a. FCS* b. Senior Transport*	Between 94% and 97%
8	a. Recreation* b. Streets* c. Street Trees*	Between 94% and 97%
9	MUED a. Administration* b. Engineering*	Between 94% and 97%

*These vehicles do not accrue downtime until the next business day begins. Accident damage repairs, acts of nature or any time spent waiting for customer approval to precede with repair does not accrue downtime.

EXHIBIT "B"

PREVENTATIVE EQUIPMENT MAINTENANCE SCHEDULE

Preventative maintenance shall be defined as scheduled routine inspection, servicing, repair and replacement of equipment components on a regular basis so as to facilitate operations with a minimum of downtime. The preventative maintenance program shall be in accordance with industry recognized best Onsite Fleet Maintenance and Repair Program practices, and shall comply with the original equipment manufacturer (OEM) specifications.

Safety Checklist: *The listed items must be inspected, serviced and/or repaired at* ***every*** *PM interval.*

1	Headlights (High and Low Beams)	9	Steering and Suspension Components
2	Beam Indicator Lamp	10	Windshield Wipers and Washers
3	Parking Lights	11	Horn and/or Audible Warning Devices (Siren, etc.)
4	License Plate Light	12	All Interior and Exterior Mirrors
5	Tail/Stop Lights	13	Exhaust Pipes and all Hanger/Clamps
6	Turn Signals	14	Seat Belts
7	Hazard and 4 Way Lights	15	Window Operation and Door Locks
8	Emergency/Parking Break	16	Tire Pressure and Wear

Preventative Maintenance - Level A Service (PM-A)

Perform all items listed every 3000 miles or four months, whichever occurs first, on all cars, light trucks (1 ton and below) vans, utility vehicles, etc. Exceptions from the PM work listed will be considered if approved by the City Representative.

1	Inspect service and repair all interior lights.		
2	Inspect, service and refill fluid levels:		
	a. Coolant b. Windshield Washer Solvent	c. Transmission d. Differentials	e. Power Steering f. Brake Fluids
3	Inspect, service and repair charging system, battery terminals, cables and box		
4	Inspect, service and repair heating/air conditioning system		
5	Inspect, service and repair frame, cross members and body joints		
6	Inspect, service and repair the engine starting components and circuits		
7	Inspect, service and repair drive train components		
8	Inspect, service and repair any noted oil, fuel, coolant or other fluid leaks		
9	Inspect, service and repair air emission filters and valves as needed		
10	Inspect, service and repair drive belts, hoses and clamps		
11	Inspect, service and repair all gauges for proper calibration and operation		
12	Inspect, service, repair and lubricate all grease points on chassis, body, booms, hoists and winching mechanisms		
13	Change engine oil and filter – products shall meet OEM specifications		
14	Inspect, service and replace air filter as necessary		
15	Inspect, service, repair/replace tires as necessary. Replace at 3/32 inch tread life.		
16	Inspect brakes, repair/*replace as necessary.		

Preventative Maintenance - Level B Service (PM-B)

Perform item listed every 6,000 miles or 8 months, whichever occurs first.

1	Perform all items listed in PM-A
2	Inspect, service and repair emissions systems as required by original equipment manufacturer
3	Rotate and Balance all Tires – check for wear and replace as appropriate
4	Scope engine and perform minor tune up as necessary
5	Inspect and service brake components as necessary. ***Note: Every brake job shall include complete new brake hardware kit and cleaning/repacking of wheel bearings.***

Preventative Maintenance - Level C Service (PM-C)

Perform items listed every 9,000 miles or 12 months, whichever occurs first.

1	Perform all items listed in PM-A and PM-B
2	Inspect and service transmission, which includes but is not limited to adjustment, fluid and filter change as necessary and/or required by original equipment manufacturer
3	Perform front end alignment as well as inspect for work or broken components; replace as necessary
4	Drain, flush and replace differential fluids
5	Drain, flush and replace engine coolant
6	Remove all wheels and inspect brakes; *replace or repair as needed
7	Clean particulate diesel filters per OEM specifications

30,000 Mile Service

Perform items listed every 30,000 miles

1	Perform a pressure check of the coolant system for leaks. Drain coolant and perform black flush to system. Replace coolant; tighten all hose clamps and fittings.
2	Change air and fuel filters
3	Perform a complete system check to include ignition/timing, the charging voltage, charging amperage and the cranking amperage. The results must be recorded on the PM checklist.
4	Drain the transmission fluid, replace the filter, adjust the transmission bands and replace the pan gasket. Fill transmission with manufacturer required type and specified amount of transmission fluid. Perform a road test to ensure fluid is circulated and bands are properly adjusted.
5	Replace all spark plugs and wires, distributor cap and rotor, PVC valve with new OEM or better quality parts. Perform overhead service.
6	Remove thermostat and gasket and replace with new OEM or better quality part
7	A road test shall be performed for each preventative service performed for diagnosing problems, checking the effectiveness of repairs and testing overall operation of the vehicle. Technician to make recommendations as appropriate.
8	Check tire pressure and condition. Replace as appropriate

EXHIBIT "C"

Fee Schedule

Labor Rates

Administrative Fee	$50.00 / per day
Utility/Custodial Fee	$250.00 / per day
Tier 1 Technician x 2	$69.50 / per hour
Tier 2 Technician x 1	$92.00 / per hour

Tier 1 Technicians

Technicians dedicated to the shop in Redlands. Rate is for light duty vehicles and equipment including preventive maintenance outlined in Exhibit "B" of this agreement. Technicians will conduct preventative maintenance on all pieces of equipment. Any work outside of preventive maintenance and light duty repairs will be billed at Tier 2 rate

Tier 2 Technicians

Technicians dedicated to the shop in Redlands. Rate is for refuse trucks, medium and heavy-duty vehicles including preventive maintenance outlined in Exhibit "B" of this agreement. Technicians will conduct preventative maintenance on all pieces of equipment.

Material / Parts / Subcontractor Rates

Parts Markup	Cost + 15%
Subcontractor Costs	Cost + 15%

No annual rate escalation will be applied

EXHIBIT "D"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

_____I am aware of the provisions of Section 3700 of the Labor Code which requires 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 and activities required or permitted under this Agreement. (Labor Code §1861).

_____I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

Southern California Fleet Services, Inc.

By: Tom Franchina
Tom Franchina, President

Date: 05/24/2021

FIRST AMENDMENT TO AGREEMENT TO PERFORM NONPROFESSIONAL SERVICES FOR EQUIPMENT AND SUPPLIES

This first amendment ("First Amendment") to the agreement for the provision of Ford original equipment manufacturer parts and repair services ("Agreement"), dated June 21, 2022, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and Ken Grody Ford Redlands, LLC ("Contractor"), is made and entered into this 5th day of July, 2023.

RECITALS

WHEREAS, it is the desire of the City and Contractor to amend their existing Agreement, specifically the compensation to Contractor;

NOW, THEREFORE, for good and valuable consideration in the receipt of which is hereby acknowledged City and Consultant agree as follows:

AGREEMENT

Section 1. The Agreement is amended to correct Contractor's name to "Ken Grody Redlands, LLC."

Section 2. Article 5 of the Agreement, entitled "Payments to Contractor," is hereby amended to read as follows:

"5.1 Compensation: The compensation for Contractor's performance of the Services shall not exceed the amount of one hundred twenty-eight thousand two hundred forty-two dollars ($128,242) for the Services provided during the Initial Term. Should this Agreement be renewed, the compensation for Contractor's performance for the Services shall not exceed the amount of ninety-eight thousand five hundred thirty-five dollars ($98,535) for the first Extended Term; and ninety-eight thousand five hundred thirty-five dollars ($98,535) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of three hundred twenty-five thousand three hundred twelve dollars ($325,312). For the Initial Term and each Extended Term, City shall pay Contractor on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "B," titled "Fee Schedule," which is attached hereto and incorporated herein by reference."

Section 3. Exhibit "B" of the Agreement, entitled "Fee Schedule," is hereby amended and replaced by an amended Exhibit "B", which is attached hereto and incorporated herein by this reference as Attachment 1.

Section 4. All other provisions of the Agreement shall remain unchanged by this First Amendment and in effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of July 5, 2023.

CITY OF REDLANDS

_____
Eddie Tejeda, Mayor

KEN GRODY FORD REDLANDS, LLC

By: _____
Trever DeSherlia, Parts & Service Director

ATTEST:

_____
Jeanne Donaldson, City Clerk

ATTACHMENT 1

EXHIBIT "B"

FEE SCHEDULE

FORD OEM PARTS AND REPAIRS <u>WITH</u> PICK-UP AND DELIVERY OF VEHICLES

Item	Description	Unit Cost
1	Hourly Labor Rate	$85.00
2	Pick-up and delivery charge, per vehicle	$0.00
3	Parts and Materials: % Markup	8%

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES
FOR EQUIPMENT AND SUPPLIES

This agreement for the provision of Ford original equipment manufacturer parts and repair services ("Agreement") is made and entered in this 21st day of June, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Ken Grody Ford Redlands, LLC ("Contractor"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

1.1 City hereby engages Contractor to perform Ford original equipment manufacturer parts and repair services for City (the "Services").

1.2 The Services shall be performed by Contractor in a professional manner, and Contractor represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional Contractors in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONTRACTOR

2.1 The Services that Contractor shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

2.2 Contractor shall comply with applicable federal, state and local laws and regulations in the performance of this agreement including, but not limited to, any applicable State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City shall make available to Contractor information in its possession that may reasonably assist Contractor in performing the Services.

3.2 City designates Chris Boatman, Assistant City Manager Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 Contractor shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

4.1 The term of this Agreement shall be for a period of one (1) year commencing on July 1, 2023 (the "Initial Term"). The City shall have the option to extend the Initial Term of this

Agreement by two (2) additional one-year terms (each, an "Extended Term"), on the same terms and conditions, by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term. The Initial Term and the Extended Terms are hereby collectively, referred to herein as the "Term" of this Agreement.

4.2 If Contractor's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to City, consistent with City Council-adopted policy for the same. It shall be the obligation of Contractor to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 The compensation for Contractor's performance of the Services shall not exceed the amount of Ninety-Eight Thousand Five Hundred Thirty-Five Dollars ($98,535) for the Services provided during the Initial Term. Should this Agreement be renewed, the compensation for Contractor's performance for the Services shall not exceed the amount of Ninety-Eight Thousand Five Hundred Thirty-Five Dollars ($98,535) for the first Extended Term; and Ninety-Eight Thousand Five Hundred Thirty-Five Dollars ($98,535) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of Two Hundred Ninety-Five Thousand Six Hundred Five Dollars ($295,605). For the Initial Term and each Extended Term, City shall pay Contractor on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "B," titled "Fee Schedule," which is attached hereto and incorporated herein by reference.

5.2 Contractor shall submit an invoice to City upon completion of the Services. City shall pay Contractor no later than thirty (30) days after receipt and approval by City of Contractor's invoice.

5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY	CONTRACTOR
City Clerk	Trever Desherlia, Parts & Service Director
City of Redlands	Ken Grody Ford Redlands
35 Cajon Street	1121 W. Colton Ave
P.O. Box 3005 (mailing)	Redlands, CA 92374
Redlands, CA 92373	trever@kengrodyford.com
jdonaldson@cityofredlands.org	909-793-3211

(909) 798-7531 Fax 909-307-2708

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Contractor for the duration of its performance of the Services. Contractor shall not perform any Services unless and until the required insurance listed below is obtained by Contractor. Contractor shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Contractor is self-insured or exempt from the workers' compensation laws of the State of California. Contractor shall execute and provide City with Exhibit "C," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Contractor owned vehicles used in connection with Contractor's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

6.2 Contractor shall defend, indemnify, and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses and liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Contractor, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Contractor covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Contractor's Services. Contractor further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Contractor agrees it is not a designated employee within the meaning of the Political Reform Act because Contractor:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and, in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Contractor must disclose its financial interests, Contractor shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Contractor shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, results in City's immediate termination of this Agreement.

8.3 Contractor is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or Contractor's employees, except as herein set forth. Contractor shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Contractor are for its account only, and in no event shall Contractor or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Contractor have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than ten (10) days prior written notice to Contractor of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Contractor's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, drawings, specifications, reports, summaries and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5 Contractor shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Contractor.

8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Contractor.

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Contractor have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

KEN GRODY FORD REDLANDS

By: _____
Trever Desherlia, Parts & Service Director

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

CLASSIFICATION A:

Provide high quality Certified Ford Original Equipment Manufacturer parts and repair service to City-owned Ford Motor Company automobiles; including cars, light duty and medium duty trucks, vans, and SUVs. All repairs must use Ford Original Equipment Manufacturer replacement parts.

Contractor shall furnish all supplies, materials, labor, tools, equipment and transportation, and perform all requested services to the satisfaction of the City of Redlands.

Contractor shall be a Ford Motor Company authorized dealer capable of performing all warranty, diagnostic, general, and specialized repairs.

Contractor shall be able to provide factory authorized warranty and service support.

Pick-up and delivery:

Contractor shall provide pickup and delivery services as requested to the Equipment Maintenance Corporate Yard, 1270 W. Park Avenue #Bldg. E.

Contractor shall pick up and drop off, or arrange for pickup and drop off of City vehicles from City Corporate Yard, using shop tow truck or towing subcontractor.

Upon receipt of a request, vehicles are to be picked up by the contractor from the City Corporate Yard within 24 hours of request for repairs. Upon completion of the work, the contractor will have 24 hours to deliver the vehicle to the City Corporate Yard.

In the event that Contractor is unable to make pick up or delivery within 24 hours, or cannot complete the repair for any other reason, Contractor must inform Fleet Services Coordinator when the order is placed. In such a case, the City reserves the right to procure the service from another vendor.

All deliveries under this agreement shall be accompanied by one copy of a delivery tag. All delivery tags shall include the Contractor's name, the City's contact number, the date of the order, and itemized list of the materials furnished, including quantity, unit price and extension of each item, less applicable discount.

Repairs to Ford vehicles shall only be made after an itemized part and labor estimate has been submitted and authorization by the Fleet Services Coordinator has been provided to Contractor.

Upon completion of repair and delivery of vehicle, the vehicle shall be inspected before acceptance by the City's Fleet Services Coordinator or Fleet Mechanics for workmanship, appearance, proper functioning of all items and equipment, and conformance to all other requirements of this specification. If deficiencies are found, it shall be the responsibility of the

Contractor to pick up the vehicle, make necessary correction and redeliver the vehicle for re-inspection and acceptance. Payment will not be made until corrective action has been made.

Ford OEM Parts and Repairs

Contractor's facility shall be located within a 10-mile radius of the intersections of Highways 10 and Tennessee Street, Redlands 92373.

Contractor shall be an established and factory authorized Original Equipment Manufacturer (OEM) parts dealer and/or service center for Ford products.

All items provided under this agreement shall comply with all applicable Federal, State and local regulations including State of California Motor Vehicle Code, if applicable.

Contractor shall maintain the minimum levels of information to assure that the correct and most current parts are used in service repairs, while providing the necessary technical support information.

Contractor shall maintain the required levels of products for which they are certified.

All items provided under this agreement shall be original equipment manufacturer (OEM) line of replacement parts. All items provided under this agreement shall be equivalent in function and workmanship to the parts originally supplied on the vehicle(s) unless superseded by the vehicle/equipment manufacturer. No generic parts shall be supplied.

Contractor shall maintain adequate local inventory of popular items and items regularly stocked by the City, to meet the City's emergency needs. Emergency needs shall be delivered within three (3) hours of order; or shipped within the same business day if available and Contractor's inventory location is not within the greater Redlands region. Wholesale parts shall be delivered within two (2) hours of order, if available, from the manufacturer. Back orders shall be filled within four (4) working days. The City shall be notified of all back-orders.

Availability and timely delivery are critical to the award and maintenance of this agreement. Failure to maintain adequate inventory or provide timely delivery shall be grounds for termination.

If Contractor does not have the required part(s) in stock, Contractor personnel shall determine if the City's need is immediate. If Contractor does not have the required item(s) on a regular basis, and/or frequently obtains parts from other dealers, the City may determine that the bidder does not "maintain adequate inventory" and may terminate this agreement.

Contractor shall accept the return of unused and undamaged items purchased through this agreement at 100% of the contract price.

The provisions of this contract shall in no way prohibit the City from purchasing the same products and/or services listed herein from another supplier.

EXHIBIT "B"

FEE SCHEDULE

FORD OEM PARTS AND REPAIRS <u>WITH</u> PICK-UP AND DELIVERY OF VEHICLES

Item	Description	Unit Cost
1	Hourly Labor Rate	$85.00
2	Pick-up and delivery charge, per vehicle	$0.00
3	Parts and Materials: % Markup	8%

EXHIBIT "C"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

_____I am aware of the provisions of Section 3700 of the Labor Code which requires 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 and activities required or permitted under this Agreement. (Labor Code §1861).

_____I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

KEN GRODY FORD REDLANDS

By:_____ Date: _____

Trever DeSherlia, Parts & Service Director

City Council/Successor Agency Meeting **O. 3.**

DATE: 07/05/2023

TO: The Successor Agency Board of Directors

SUBJECT: Approve the regular meeting minutes of June 6, 2023 (Secretary Donaldson)

MOTION:

I move to approve the regular meeting minutes of June 6, 2023.

Attachments

Regular Meeting Minutes of June 6, 2023

MINUTES

Regular meetings of the City Council and the Board of Directors of the Successor Agency of the former Redevelopment Agency of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on June 6, 2023 at 5:00 P.M.

Present: Eddie Tejeda, Mayor
Paul Barich, Mayor Pro Tempore
Denise Davis, Council Member
Jenna Guzman-Lowery, Council Member
Mario Saucedo, Council Member

Staff: Charles M. Duggan, Jr., City Manager; Yvette M. Abich Garcia, City Attorney; Jeanne Donaldson, City Clerk; Janice McConnell, Assistant City Manager; Chris Boatman, Assistant City Manager; Carl Baker, Public Information Officer; Danielle Garcia, Management Services/Finance Director; Brian Desatnik, Development Services Director; John Harris, Municipal Utilities and Engineering Director; Rich Sessler, Fire Chief; Rachel Tolber, Interim Police Chief

Mayor Tejeda called the meeting to order. Council Member Davis announced that due to illness, she would attend tonight's City Council meeting via teleconference under AB 2449 "Just Cause". This is the second of the two allowable Just Cause exceptions under AB 2449. Council Member Davis also announced that due to property ownership within 500 feet of the Grove School, she recused herself from Closed Session Item C-2 related to property negotiations with the Grove School.

The Mayor offered the public an opportunity to provide comment on any item on the agenda for the closed session and public comments could be presented in-person, via Zoom, via cell phone or landline.

PUBLIC COMMENT

Grove School - Andrew Christopherson, Head of Grove School and Trevor Norton described the partnership the school has built with the City over the last several years. Their desire was to continue to be good caretakers and develop a shared vision for the property. They asked the Council for clarity related to the maintenance and care of the property. Areas to be considered in the review included increased traffic and development, higher security needs and the lack of a defined boundary between Heritage Park and the school. It was unclear where Heritage Park began, and Grove School ended.

City Organizational Structure - Steve Rogers voiced concerns about the City's organizational structure and, particularly, the engineering functions. He referenced his communication with the State Board of Registration for Professional Engineers, Land Surveyors and Geologists.

CLOSED SESSION

Conference with legal counsel: Existing Litigation - Government Code §54956.9(d)(1)
(City Attorney Abich Garcia)
Three Cases:

1. Nelson v. City of Redlands, San Bernardino Superior Court, Case No. CIVSB2104053

2. Falconieri, et al. v. City of Redlands, San Bernardino Superior Court, Case No. CIVSB2114106

3. City of Redlands v. Coyote Aviation, Inc., San Bernardino Superior Court, Case No. LLTVA2200544

Conference with real property negotiators - Government Code §54956.8
(Assistant City Manager Boatman)

Property:	APN 0292-166-08-0000
Agency Negotiators:	Charles M. Duggan, Jr.; Chris Boatman
Negotiating Party:	Andrew Christopherson, The Grove School
Under Negotiation:	Terms of payment and price of possible lease amendment or purchase of City property

RECONVENE CITY COUNCIL MEETING

The meeting reconvened at 6:15 P.M. with an invocation by Council Member Davis followed by the pledge of allegiance to the American flag.

CLOSED SESSION REPORT

City Attorney Garcia announced that no reportable action was taken during the closed session.

PRESENTATIONS

Redlands Pet Adoption

Animal Services Supervisor Jodi Kroeger and Kennel Attendant Megan Vines introduced "Cooper", a two-year-old male terrier mix, who is available for adoption, along with forty-five other dogs and thirteen cats at the Redlands Animal Shelter. Ms. Kroeger informed the Council there had been twenty-eight dogs and six cats adopted in May 2023.

Proclamation Friends of the Library 50th Anniversary

Mayor Pro Tem Barich presented a Proclamation recognizing the 50th Anniversary of the Friends of the Library to Rebecca McCurdy.

Proclamation Pride Month

Council Member Guzman-Lowery presented a Proclamation to Jina Imani declaring June as Pride Month in Redlands, while Council Member Davis highlighted the importance of issuing the proclamation in recognition of the LGBTQ+ community's contributions to the vitality and enrichment of the City.

PUBLIC COMMENT

Inclusionary Housing Plan - Bruce Laycook, Board Chair of Human Good Affordable Housing, voiced concerns about the Inclusionary Housing Plan scheduled to be considered by Council at the next meeting. After reading the document, he was skeptical it would have a positive effect on seniors and low-income residents. He questioned the "in lieu of fees" as a mitigation measure and reminded the Council of the need for affordable housing.

Touch-a-Truck - Dennis Bell wondered why the Touch a Truck event, hosted by the Rotarians, had not come to Council for approval of alcohol consumption and in-kind services.

City Engineering Functions - Steve Rogers stated the City was not structured properly and the engineering functions should be organized under public works. He referenced again his communication with the State Board of Registration for Professional Engineers, Land Surveyors and Geologists.

CONSENT CALENDAR

Minutes

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mario Saucedo, the City Council unanimously approved, by roll call vote, the regular meeting minutes of May 16, 2023.

Vote: 5 - 0 Passed

Traffic and Parking Commission Appointment

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mario Saucedo, the City Council unanimously appointed, by roll call vote, Carl Davis to serve the remainder of a four-year term on the Traffic and Parking Commission ending December 21, 2025.

Vote: 5 - 0 Passed

Proclamation 50th Anniversary Friends of A.K. Smiley Public Library

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mario Saucedo, the City Council unanimously approved, by roll call vote, the issuance of a proclamation recognizing the 50th Anniversary of the Friends of A.K. Smiley Public Library.

Vote: 5 - 0 Passed

Proclamation June 2023 Pride Month

As public comment, eighteen people recommended Council approve the proclamation as a step towards showing the community the City supports all residents and they urged the Council to do more and reconsider authorizing the pride flag to fly in June. Nine speakers were opposed to approving the proclamation and thanked the Council for maintaining the current flag policy which restricts the use of city-owned flag poles for the display of the U.S., State of California, City of Redlands and the POW/MIA flags. Council Members were in accord with the Proclamation.

On motion of Council Member Denise Davis, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously authorized, by roll call vote, the issuance of a proclamation recognizing June 2023 as Pride Month.

Vote: 5 - 0 Passed

Settlement Agreement Disclosure

City Attorney Garcia briefly reviewed the Settlement Agreement and General Release, reflecting the terms and conditions for settlement of litigation related to San Bernardino County Superior Court Case No. CIVSB 2114106. The matter was on the agenda to notify the public of the settlement negotiated by the City. As public comment, Dennis Bell wondered if the settlement of $1.7 million would be funded through the General Fund or through the City's insurance company.

On motion of Council Member Mario Saucedo, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously approved, by roll call vote, the public disclosure of details of an Agreement of Settlement and General Release between the City of Redlands and Laurel Falconieri and Leslie Martinez. Under the terms of the agreement, the City agrees to pay Ms. Falconieri $1,150,000, and the City agrees to pay Ms. Martinez $500,000 to settle and dispose of disputes and controversies associated with a Complaint filed in the San Bernardino Superior Court entitled Laurel Falconieri and Leslie Martinez vs. City of Redlands, et al., Case No. CIVSB2114106.

Vote: 5 - 0 Passed

Agreement Annual Community Benchmark Survey

Assistant City Manager McConnell presented a three-year agreement with Policy Confluence, Inc. for the annual community benchmark survey. As public comment, Dennis Bell thought this expense to be a waste of taxpayer money and, because the survey had low participation, the results did not accurately reflect the residents' opinions.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mario Saucedo, the City Council unanimously approved, by roll call vote, a three-year agreement with Policy Confluence, Inc. for the annual community benchmark survey for an amount not to exceed $68,566.

Vote: 5 - 0 Passed

Professional Recruitment Services Agreement

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mario Saucedo, the City Council unanimously approved, by roll call vote, a three-year agreement with Gallagher Benefit Services to provide recruitment services for executive and management position vacancies for the period of June 6, 2023, through June 30, 2026, with two optional one-year extensions for a total not to exceed amount of $100,000.

Vote: 5 - 0 Passed

Resolution Nos. 8479 and 8480 Special CFD Tax Levy

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mario Saucedo, the City Council unanimously approved, by roll call vote, Resolution Nos. 8479 and 8480 establishing the special tax levy within the City of Redlands Community Facilities District No. 2003-1 (Redlands Business Center) and 2001-1 (Northwest Development Project).

Vote: 5 - 0 Passed

Payment Kiosk

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mario Saucedo, the City Council unanimously approved, by roll call vote, a sole source purchase with DynaTouch Corporation for a through-the-wall, full service (credit/debit card, check and cash) payment kiosk not to exceed the amount of $61,000; and authorized staff to execute the Terms and Conditions agreement with DynaTouch Corporation.

Vote: 5 - 0 Passed

Intergovernmental Purchase Server Storage Enhancements

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mario Saucedo, the City Council unanimously approved, by roll call vote, an intergovernmental purchase of Pure Storage Storage Area Network (SAN) hardware, for server storage enhancements from Presidio Networked Solutions Group, LLC, in the amount of $67,488.75.

Vote: 5 - 0 Passed

Amending San Bernardino Basin Groundwater Council Framework Agreement

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mario Saucedo, the City Council unanimously approved, by roll call vote, the First Amendment to the San Bernardino Basin Groundwater Council Framework Agreement and authorized the City Manager, or his designee, to execute the Amendment.

Vote: 5 - 0 Passed

Resolution No. 8476 Road Repair Project List

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mario Saucedo, the City Council unanimously approved, by roll call vote, Resolution No. 8476 to adopt the Senate Bill No. 1 Road Repair and Accountability Act (SB1) Project List, approving funding for the City's Pavement Management Program; and determined that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

Vote: 5 - 0 Passed

Rapid Flashing Beacon Signs & LED Crosswalk System Purchase

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mario Saucedo, the City Council unanimously approved, by roll call vote, the sole source procurement of two (2) Rectangular Rapid Flashing Beacon signs and one (1) In-Pavement LED Crosswalk System from NexTech Systems, Inc. for a total of $72,242.43.

Vote: 5 - 0 Passed

Water and Wastewater Treatment Supplies Bid Rejection

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mario Saucedo, the City Council unanimously agreed, by roll call vote, to reject all bids received for Water and Wastewater Treatment Supplies and directed staff to solicit new bids. A comprehensive review and analysis identified incomplete bid responses and significant mathematical errors. These errors warrant the rejection of all bids.

Vote: 5 - 0 Passed

Hazardous Waste Removal Services Bid Rejection

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mario Saucedo, the City Council unanimously agreed, by roll call vote, to reject all bids received for Hazardous Waste Removal services at water and wastewater facilities and directed staff to solicit new bids. A comprehensive review of proposals identified an administrative error in the bid solicitation.

Vote: 5 - 0 Passed

Resolution No. 8367 Traffic Regulations

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mario Saucedo, the City Council unanimously approved, by roll call vote, Resolution No. 8367 establishing a midblock crosswalk on Wabash Avenue between Sylvan Boulevard and Montecito Lane adjacent to Crafton Elementary School; and determined that approval of the resolution is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act.

Vote: 5 - 0 Passed

Amending 2022 Citywide Sidewalk & ADA Ramp Replacement Agreement

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mario Saucedo, the City Council unanimously approved, by roll call vote, the First Amendment to the Public Works Contract with Tryco General Engineering for the 2022 Citywide Sidewalk and ADA Ramp Replacement Project to extend the time for completion by thirty (30) calendar days.

Vote: 5 - 0 Passed

Grant Award Board of State and Community Corrections

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mario Saucedo, the City Council unanimously approved, by roll call vote, to accept the grant award from the Board of State and Community Corrections; and approved an additional appropriation of $55,464.53 to the Police Department, to use to address officer wellness, mental health and provide peer support.

Vote: 5 - 0 Passed

Retail Theft Prevention Grant Program Application

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mario Saucedo, the City Council unanimously approved, by roll call vote, Resolution No. 8478 authorizing the application to and participation in the Organized Retail Theft Prevention Grant program funded by the Board of State and Community Corrections, and if awarded, authorized the City Manager or his designee to execute any subsequent funding agreement.

Vote: 5 - 0 Passed

BMX Pump Track Design Services

Assistant City Manager Boatman discussed the Parks and Recreation Advisory Commission's unanimous recommendation to the City Council to direct staff to issue a request for proposal for the design of a BMX pump track and appropriate the necessary funding to pay for the design from the Palmetto Grove Undesignated Parks funds. As public comment, Steve Rogers supported the overall goal of adding a pump track but had concerns about the proposed location and about who would be overseeing the project.

On motion of Council Member Mario Saucedo, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously directed staff, by roll call vote, to issue a request for proposals for professional services to design a BMX pump track.

Vote: 5 - 0 Passed

In-Kind Support 2023 Summer Music Festival

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mario Saucedo, the City Council unanimously determined, by roll call vote, that approval of the 2023 Summer Music Festival event is categorically exempt from environmental review pursuant to Section 15301 of the state's guidelines implementing the California Environmental Quality Act; and approved a request for in-kind support in the amount of $30,000 related to the 2023 Summer Music Festival event hosted by the Redlands Bowl Performing Arts.

Vote: 5 - 0 Passed

Solid Waste Rate Structure and Feasibility Study Review

Assistant City Manager Boatman introduced a three-party agreement with R3 Consulting Group, Inc. and Colantuono, Highsmith & Whatley, PC for the review of the current solid waste rate structure and feasibility study. As public comment, Steve Rogers stated this item should not have been placed on the Consent Calendar, and he reiterated his concerns about the engineering functions within the City. He thought this should fall under the purview of licensed engineers and not under Mr. Boatman and Facilities and Community Services.

On motion of Council Member Mario Saucedo, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, a three-party agreement with R3 Consulting Group, Inc. and Colantuono, Highsmith & Whatley, PC for the review of the current solid waste rate structure and feasibility study for an amount not-to-exceed $89,375.

Vote: 5 - 0 Passed

Toyota of Redlands Lease Agreements

Mayor Pro Tem Barich recused himself from this item due to his source of income relationship with Toyota of Redlands.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mario Saucedo, the City Council unanimously authorized, by roll call vote, the City Manager or his designee to negotiate sole source lease agreements with Toyota of Redlands for three vehicles at a cost not to exceed $85,000 and to execute the lease agreements together with any other associated documents with Toyota of Redlands.

Vote: 4 - 0 Passed

Other: Mayor Pro Tempore Paul Barich (RECUSE)

Resolution No. 8466 Salary Schedule

Assistant City Manager McConnell provided information regarding Resolution No. 8466 establishing a Salary Schedule and Compensation Plan for City Employees and Rescinding Resolution No. 8406. As public comment, Steve Rogers expressed concerns about some of the position changes, complained the City was top heavy and questioned why Redlands needed two Assistant City Managers.

On motion of Council Member Mario Saucedo, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, Resolution No. 8466 establishing a Salary Schedule and Compensation Plan for City Employees and Rescinding Resolution No. 8406.

Vote: 5 - 0 Passed

COMMUNICATIONS

Redlands Police Community Foundation Annual Report

Interim Police Chief Tolber introduced Redlands Police Community Foundation (RPCF) past President, Stan Weisser, current President Judy Cannon and Treasurer Kathy Johnson, who presented the 2022 Annual Report. Each member highlighted a different aspect of the Foundation's work. Since its inception, the Foundation has given back directly to the RPD and the Redlands community, totaling $495,653. Some RPD programs supported include, Citizen Volunteer Unit, K9 Unit, Police Reserves, Community Youth Programs, such as Back 2 School Jam, Cops N Kids Program, Blue Christmas, Mobile Bood Library, Community Bike Fund, Heroes & Helpers, RESA Academy, Street Smart Self-Defense Program and Community Outreach and Safety Programs. The members thanked all the Foundation donors and spoke of their deep gratitude towards the generous community support.

NEW BUSINESS

Citywide Annual Purchase Orders

Assistant City Manager McConnell presented Citywide Annual Purchase Orders for Fiscal Year 2023-2024 for the purchase of miscellaneous tools, equipment, and supplies that have been budgeted by each department. By leveraging purchasing power and economies of scale, the City is expecting to receive roughly $114,500 savings in the upcoming year.

On motion of Council Member Mario Saucedo, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, Annual Purchase Orders with Lowe’s, Fastenal, Home Depot, and Office Depot, to provide miscellaneous tools, equipment, and supplies for FY 2023-2024 on a need-by-need basis for “not-to-exceed” total annual amounts as listed: Lowe's - $200,000; Home Depot - $350,000; Office Depot - $280,000; Fastenal - $250,000.

Vote: 5 - 0 Passed

Resolution Nos. 8435 and 8436 SLD and LMD Assessments

Assistant City Manager Boatman provided a report on the procedures to implement assessments for Street Lighting District No. 1 and Landscape Maintenance District No. 1 and introduced Resolution Nos. 8435 and 8436 for the Annual Engineer's Reports Preliminary Approval, and Declaration of Intention to Levy Fiscal Year 2023/24 Assessments. As public comment, Steve Rogers expressed confusion as to why this item was under the purview of Facilities and Community Services and he thought it should be under the superintendent of

streets. In response, City Manager Duggan pointed out there was no longer a prohibition against Mr. Rogers from interacting with any city employee and the letter from the State Board of Registration for Professional Engineers, Land Surveyors and Geologists clarified that the City's organizational structure was not in violation of any law.

On motion of Council Member Mario Saucedo, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously approved, by roll call vote, Resolution No. 8435 giving preliminary approval of the Annual Engineer's Reports for Landscape Maintenance District No. 1 and Street Lighting District No. 1; approved Resolution No. 8436 declaring the City Council's intention to levy and collect assessments for fiscal year 2023/24; and scheduled a Public Hearing for June 20, 2023 to receive comments related to levying assessments within these districts.

Vote: 5 - 0 Passed

Amending Well and Booster Pump Rehabilitation Project

Municipal Utilities and Engineering Director Harris reviewed the need for a Second Amendment to the Non-Professional Services Agreement with General Pump Company, Inc. for the Well and Booster Pump Rehabilitation Project to extend the Agreement term by eighteen months and increase the total contract value to $2,577,445.28.

On motion of Council Member Mario Saucedo, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote, that approval of the Second Amendment to the Non-Professional Services Agreement with General Pump Company, Inc. is exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act; and approved the Second Amendment to the Non-Professional Services Agreement with General Pump Company, Inc. to extend the Agreement term by eighteen (18) months and increase the total contract value to $2,577,445.28.

Vote: 5 - 0 Passed

Joint Utilities Laboratory Expansion Preliminary Design

Municipal Utilities and Engineering Director Harris presented a Professional Services Agreement with CDM Smith, Inc. for the Joint Utilities Laboratory Expansion Preliminary Design for an amount not-to-exceed $270,990. The Redlands Joint Utilities Laboratory (JUL) is an Environmental Laboratory Accreditation Program (ELAP) accredited facility that analyzes water, wastewater, and biosolids samples collected throughout the City. The JUL facility was originally constructed in 1988 and has not been expanded or upgraded. The facility must be expanded soon to allow for the placement of additional test equipment and sample storage areas.

On motion of Council Member Mario Saucedo, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote, that approval of a Professional Services Agreement with CDM Smith, Inc. is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approved a Professional Services Agreement with CDM Smith, Inc. for the Joint Utilities Laboratory Expansion Preliminary Design for the amount not-to-exceed $270,990.

Vote: 5 - 0 Passed

Resolution No. 8477 Amending Quinn Company Agreement

Assistant City Manager Boatman detailed Resolution No. 8477 amending Resolution No. 8081 and approving the First Amendment to the Agreement with Quinn Company to increase the total compensation for an amount not to exceed $739,500 for the provision of maintenance and service for heavy duty off-road equipment.

On motion of Council Member Mario Saucedo, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, Resolution No. 8477 amending Resolution No. 8081 and approving the First Amendment to the Agreement with Quinn Company to increase the total compensation for an amount not to exceed $739,500 for the provision of maintenance and service for heavy duty off-road equipment.

Vote: 5 - 0 Passed

Contract Award A.K. Smiley Public Library Boiler Replacement Project

Staff requested this item be removed from tonight's agenda. The matter will be rescheduled for a future City Council meeting.

Ordinance No. 2922 Re-introduction Sidewalk Vending

Assistant City Manager Boatman provided background on Ordinance No. 2922 to establish regulations governing sidewalk vendors within City limits. He pointed out that in 2018, the California Legislature passed Senate Bill 946 which prohibits cities from banning sidewalk vending outright or from otherwise restricting sidewalk vendors in the public right-of-way and in public parks. The operation of sidewalk vendors has increased, with some vendors risking the health and safety of the public by creating traffic hazards and operating without appropriate health or food handling permits. On April 4, 2023, the City Council authorized Mayor Pro Tem Barich and Council Member Guzman-Lowery to meet as an ad hoc committee to discuss and review further modifications to Ordinance No 2922 as recommended by Maribel Nunez of the Inland Equity Community Land Trust and in partnership with ICIJ Coalition. The ad hoc committee suggested several revisions to Ordinance No. 2922, pertaining to the following sections: Section 12.45.030 Stationary Sidewalk Vending, Section 12.45.050 Roaming Sidewalk Vending and Section 12.45.060 Administrative Fines.

As public comment, Miriam Espinosa, Yeni Linares, Yeni Ruiz Mejia, Jessica Allocar, Olga Flores, David Freidman, Lyzzeth Mendoza appreciated the City's efforts to revise the ordinance and described the benefits that sidewalk vendors bring to a community, such as

neighborhood vitality and economic value. They stressed the importance of education and requested fees be lowered. Evan Sanford, Executive Director of the Redlands Chamber of Commerce, stated that overall, the Chamber members supported the ordinance and were pleased the City would establish a baseline of rules and regulations. Andrea Ramirez thought the ordinance was fair for vendors as well as the public, and she emphasized the need for regulations to keep the community safe. Andy Hoder wondered if vendors were able to appeal citation fines. Mr. Boatman added there was no appeal process, but vendors could submit a hardship waiver form.

Each Council Member offered their thoughts and perspectives on the ordinance and agreed that education would be key to the success of the program. Topics discussed included, the fee structure, distance requirements for vendors from schools and the rail, enforcement guidelines and requirements for the display of permitting paperwork. Council Members thanked the ad hoc committee members for their cooperative efforts to refine the ordinance.

At 9:59 P.M., a brief recess was called to allow City Attorney Garcia and Assistant City Manager Boatman the time to add the Council's recommended revisions to the ordinance. The meeting reconvened at 10:12 P.M. and Ms. Garcia listed the technical revisions of the sections affected by the changes so these could be incorporated into the motion.

On motion of Council Member Jenna Guzman-Lowery, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously re-introduced, by roll call vote, Ordinance No. 2922 adding Chapter 12.45 and amending Chapter 12.44 to the Redlands Municipal Code to establish regulations governing sidewalk vendors within City limits, as amended, incorporating all revisions identified by the City Attorney; and determined that the ordinance is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

Vote: 5 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Due to the late hour, there were no Council Member reports.

ADJOURNMENT

There being no further action required the meeting adjourned at 10:25 P.M. The next regular meeting of the City of Redlands City Council will be held on June 20, 2023.

SUCCESSOR AGENCY OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF REDLANDS

Chairman Tejeda called the meeting to order and offered anyone present the opportunity to address the Board on any subject, not already on the agenda, within the jurisdiction of the Successor Agency.

PUBLIC COMMENT

None forthcoming

Minutes

On motion of Vice Chair Barich, seconded by Board Member Saucedo, the minutes of the regular meeting of May 2, 2023 were unanimously approved by roll call vote.

Vote: 5 - 0 Passed

ADJOURNMENT

There being no further business, the Successor Agency to the Redevelopment Agency adjourned at 10:26 P.M. The next regular meeting of the Agency will be held on July 5, 2023.