

AGENDA

Paramount City Council
October 16, 2018



Adjourned Meeting
City Hall Council Chambers
5:00 p.m.

City of Paramount

16400 Colorado Avenue ♦ Paramount, CA 90723 ♦ (562) 220-2000 ♦ www.paramountcity.com

Public Comments: If you wish to make a statement, please complete a Speaker's Card prior to the commencement of the Public Comments period of the meeting. Speaker's Cards are located at the entrance. Give your completed card to a staff member and when your name is called, please go to the rostrum provided for the public. Persons are limited to a maximum of 3 minutes unless an extension of time is granted. No action may be taken on items not on the agenda except as provided by law.

Americans with Disabilities Act: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's office at (562) 220-2027 at least 48 hours prior to the meeting to enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Note: Agenda items are on file in the City Clerk's office and are available for public inspection during normal business hours. Materials related to an item on this Agenda submitted after distribution of the agenda packet are also available for public inspection during normal business hours in the City Clerk's office. The office of the City Clerk is located at City Hall, 16400 Colorado Avenue, Paramount.

Notes

CALL TO ORDER:

Mayor Diane J. Martinez

ROLL CALL OF
COUNCILMEMBERS:

Councilmember Laurie Guillen
Councilmember Daryl Hofmeyer
Councilmember Peggy Lemons
Vice Mayor Tom Hansen
Mayor Diane J. Martinez

CITY COUNCIL PUBLIC COMMENT UPDATES

PUBLIC COMMENTS

CONSENT CALENDAR

All items under the Consent Calendar may be enacted by one motion. Any item may be removed from the Consent Calendar and acted upon separately by the City Council.

1. [RESOLUTION NO.
18:029](#) Authorizing the Submittal of Grant Applications to the California Department of Resources Recycling and Recovery ("CalRecycle") for City-Eligible Grant Programs

OLD BUSINESS

2. [ORAL REPORT
\(Continued from
October 2, 2018
Meeting\)](#) Classification and Compensation Study Update

NEW BUSINESS

3. [ORAL REPORT](#) Update on Environmental Testing in Classrooms by Paramount Unified School District
4. [APPROVAL](#) Transit Agreement with Long Beach Transit
5. [APPROVAL](#) Authorization to Purchase and Install Security Equipment at City Facilities
6. [RESOLUTION NO.
18:030](#) Amending in Its Entirety Resolution No. 17:010 Relating to the Duties, Compensation, and Terms of Employment of City Employees

COMMENTS/COMMITTEE REPORTS

- Councilmembers
- Staff

ADJOURNMENT

To a meeting on November 6, 2018 at 6:00 p.m.

City Council Public Comment Updates

October 2, 2018

From the October 2, 2018 Council Meeting:

Resident	Request/Issue/Concern	Action/Comment
Ms. Cindy Nelson	Condition of unfinished housing development at Indiana/Somerset; weeds and debris at this location.	Resident's concern was addressed at Council meeting.

OCTOBER 16, 2018

RESOLUTION NO. 18:029

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT AUTHORIZING THE SUBMITTAL OF GRANT APPLICATIONS TO THE CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (“CALRECYCLE”) FOR CITY-ELIGIBLE GRANT PROGRAMS”

MOTION IN ORDER:

READ BY TITLE ONLY AND ADOPT RESOLUTION NO. 18:029.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council
From: John Moreno, City Manager
By: Adriana Figueroa, Public Works Director
William Pagett, City Engineer
Date: October 16, 2018

Subject: RESOLUTION NO. 18:029

The State Department of Resources Recycling and Recovery ("CalRecycle") offers the Rubberized Pavement Grant Program ("Grant Program"), previously known as the Rubberized Asphalt Concrete ("RAC") Program. The purpose of the Grant Program is to promote markets for recycled-content surfacing products derived from waste tires generated in California, and decrease the adverse environmental impacts created by unlawful disposal and stockpiling of waste tires. Rubberized Asphalt Concrete is a proven road paving material, made by blending ground tire rubber with asphalt binder which is then mixed with conventional aggregate materials, that has been used in California since the 1970s. Rubberized paving solutions greatly enhance the quality, longevity, and water and noise attenuation ability of resurfaced streets.

Use of recycled rubber products in street asphalt is not new to the City. The City typically uses recycled tire products in its annual street resurfacing projects, thus diverting thousands of waste tires from landfills statewide every year. The City has used this Grant Program in the past. Given the quantity of asphalt projected to be used on City projects over the next several years, staff submitted an initial application on October 3, 2018. The complete application is due by November 1, 2018.

In accordance with the Grant Program's requirements, prior to November 1, 2018, the City must provide an adopted resolution authorizing the submittal of the application to CalRecycle that identifies a person authorized to execute the Grant Agreement and all related grant documents.

Once an award is received, the City is obligated to acknowledge funding by CalRecycle. This requirement can be addressed in a number of ways that include the posting of a sign at the project site, press release, or a one-year posting on the City's website.

Unlike most grant programs, use of Grant Program funds requires very little administrative effort. Besides the initial application process, one progress report and invoice must be submitted by April 1, 2020 and a final report and invoice by April 1, 2021.

RECOMMENDED ACTION

It is recommended that the City Council read by title only and adopt Resolution No. 18:029.

CITY OF PARAMOUNT
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION NO. 18:029

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PARAMOUNT AUTHORIZING THE SUBMITTAL OF GRANT
APPLICATIONS TO THE CALIFORNIA DEPARTMENT OF
RESOURCES RECYCLING AND RECOVERY ("CALRECYCLE") FOR
CITY-ELIGIBLE GRANT PROGRAMS

WHEREAS, Public Resources Code sections 40000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle), to administer various grant programs (Grants) in furtherance of the State of California's (State) efforts to reduce, recycle, and reuse solid waste generated in the State thereby preserving landfill capacity, protecting public health and safety, and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the Grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PARAMOUNT AS FOLLOWS:

SECTION 1. The above recitations are true and correct.

SECTION 2. The City authorizes the submittal of applications to CalRecycle for all Grants for which the City of Paramount is eligible.

SECTION 3. The Public Works Director is hereby authorized and empowered to execute in the name of the City of Paramount all grant documents, including but not limited to, applications, agreements, amendments, and requests for payment necessary to secure grant funds and implement the approved grant project.

SECTION 4. These authorizations are effective for five (5) years from the date of adoption of this Resolution.

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

PASSED, APPROVED, and ADOPTED by the City Council of the City of Paramount this 16th day of October 2018.

Diane J. Martinez, Mayor

ATTEST:

Lana Chikami, City Clerk

OCTOBER 16, 2018

ORAL REPORT

CLASSIFICATION AND COMPENSATION STUDY UPDATE

OCTOBER 16, 2018

ORAL REPORT

UPDATE ON ENVIRONMENTAL TESTING IN CLASSROOMS BY
PARAMOUNT UNIFIED SCHOOL DISTRICT

OCTOBER 16, 2018

AGREEMENT

TRANSIT AGREEMENT WITH LONG BEACH TRANSIT

MOTION IN ORDER:

AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT WITH LONG BEACH TRANSIT FOR FIXED-ROUTE, DIAL-A-LIFT AND TRANSIT ACCESS PASS SERVICES.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council
From: John Moreno, City Manager
By: David Johnson, Recreation Director
Date: October 16, 2018

Subject: TRANSIT AGREEMENT WITH LONG BEACH TRANSIT

At the September 18, 2018 City Council meeting, the City Manager was authorized to enter into an agreement with Long Beach Transit for fixed-route services inside the city, on-demand Dial-A-Lift services, and a transit pass system for residents attending local colleges. At that time, we had indicated that we would return to the City Council for final approval of the agreement. The proposed agreement between the City of Paramount and Long Beach Transit is attached.

As discussed at the September meeting, Long Beach Transit will extend Route 71 to Rosecrans Ave. and Lakewood Blvd. (the Walmart shopping center) and extend Route 21 to loop around the area bounded by Garfield Ave., Rosecrans Ave., Paramount Blvd. and Alondra Blvd. These extensions, in conjunction with the existing extension of Route 22 north along Downey Ave. to the Green Line Station, will replace 85 percent of the City's existing fixed-route bus system. This agreement also provides for up to 150 Transit Access Pass (TAP) cards that the City can issue free to college bound residents with a stored value of \$50 per month. Additionally, this agreement provides access for eligible Paramount residents to use Long Beach Transit's Dial-A-Lift program that assists persons with severe and permanent mobility issues.

The agreement provides that the City will compensate Long Beach Transit annually for these services with forty percent (40%) of our Proposition A Local Return allocation. The agreement and the services provided will commence on February 10, 2019 and extend through June 30, 2023, after which time the agreement can be extended.

RECOMMENDED ACTION

It is recommended that the City Council approve and authorize the City Manager to execute the agreement with Long Beach Transit for fixed-route, Dial-A-Lift and Transit Access Pass services.



**LONG BEACH TRANSIT
AND
CITY OF PARAMOUNT
AGREEMENT
FOR
TRANSPORTATION SERVICES**

THIS AGREEMENT (herein “Agreement”) is made and entered into this October ___, 2018, by and between the CITY OF PARAMOUNT, a California municipal corporation (“City”) and LONG BEACH TRANSIT, a California nonprofit corporation (“LBT”). City and LBT are collectively referred to herein as the “Parties.”

WHEREAS, LBT currently provides fixed-route bus service within the City and the City has requested expanded public fixed-route bus transportation services to be routed throughout the City to support customer transit needs; and

WHEREAS, LBT currently serves residents with permanent mobility impairments of the cities of Long Beach, Lakewood and Signal Hill, with curb-to-curb, shared-ride transit service, commonly referred to as Dial-A-Lift; and

WHEREAS, LBT contracts with Global Paratransit, Inc., a California corporation (“Contractor”), to provide the Dial-A-Lift service pursuant to that certain LBT agreement #15-01 for Dial-A-Lift Paratransit Services (“Service Agreement”); and

WHEREAS, the City Council desires that the LBT provide Dial-A-Lift services to Paramount residents per the conditions and terms herein set forth; and

WHEREAS, LBT is willing to provide Dial-A-Lift services to residents of City with permanent mobility impairments in consideration thereof and in accordance with and subject to the terms and provisions of this Agreement;

NOW, THEREFORE, the parties hereto do agree as follows:

1. LBT SERVICES

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, LBT shall perform the services set forth in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by reference. LBT warrants that it has the experience and ability to perform all services required hereunder and that it shall diligently perform such services in a professional and satisfactory manner.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, LBT shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “B” and incorporated herein by this reference, a contract amount equivalent to 40% of Proposition A Local Return allocations. For each year, the compensation will be based on the total Proposition A Local Return allocation to the City from the previous fiscal year. Total compensation is inclusive of Fixed-Route and Dial-A-Lift services, as well as the College Student TAP Card Program.

2.2 Invoices. Each quarter, LBT shall furnish to City an invoice for all transportation services provided by LBT during the fiscal year in a form approved by City’s Finance Director. City agrees to compensate LBT for services rendered pursuant to this Agreement. Compensation shall be payable on a quarterly basis. Quarterly invoices shall be payable within thirty (30) days of invoicing by LBT. City will use its best efforts to cause LBT to be paid within thirty (30) days of receipt of LBT’s correct and undisputed invoice.

3. PERFORMANCE SCHEDULE

3.1 Schedule of Performance. LBT shall commence the services pursuant to this Agreement on February 10, 2019 contingent upon execution of this Agreement and shall perform all services within the time period(s) established in the “Schedule of Performance” attached hereto as Exhibit “C” and incorporated herein by this reference.

3.2 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect commencing on February 10, 2019 and terminating February 1, 2024, unless extended by mutual consent or terminated in writing and under the same terms and conditions of this Agreement.

4. COORDINATION OF WORK

4.1 Representative(s) of LBT. President and CEO (Kenneth A. McDonald) or Deputy CEO (Debra A. Johnson) are hereby designated as being the representatives of LBT authorized to act on behalf with respect to the work and services specified herein and to make all decisions in connection therewith.

4.2 Representative(s) of City. City Manager (John Moreno) or Community Services & Recreation Director (David Johnson) are hereby designated as being the representatives of the City authorized to act on behalf with respect to the work and services specified herein and to make all decisions in connection therewith.

5. ENFORCEMENT OF AGREEMENT

5.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California.

6. INSURANCE AND INDEMNIFICATION

6.1 Insurance. Prior to the beginning of and throughout the duration of the services, Contractor will maintain insurance as set forth below. Contractor will use existing coverage to comply with these requirements. If that coverage does not meet the requirements set forth here, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to City.

Contractor shall provide the following types and amounts of insurance:

Commercial General Liability Insurance. Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review, but in no event less than \$1,000,000 per occurrence.

Workers' Compensation Insurance. A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement. Contractor's liability limits shall be no less than \$1,000,000 per accident or disease.

Automotive Insurance. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor's employees will use personal autos in performing the services

under this Agreement, Contractor shall provide evidence of personal auto liability coverage for each such person.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Best's rating of "A" or better and a minimum financial size VII.

General Conditions to Insurance Coverage. Contractor and City agree to the following with respect to insurance provided by Contractor:

Contractor agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Contractor also agrees to require all contractors, and subcontractors to do likewise.

No liability insurance coverage provided to comply with this Agreement shall prohibit Contractor, or Contractor's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.

All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

No liability policy shall contain any provision or definition that would serve to eliminate so-called "third-party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.

All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g., elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to

Contractor's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Contractor or deducted from sums due Contractor, at City's option.

Certificate(s) are to reflect that the insurer will provide 30 days' written notice to City of any cancellation of coverage. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Contractor or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to City.

Contractor agrees to ensure that subcontractors and any other party involved with the services who is brought into the services by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

Contractor agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor or other entity or person in any way involved in the performance of work on the project contemplated by this Agreement to self-insure its obligations to City. If Contractor's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Contractor, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate additional compensation proportional to the increased benefit to City.

For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on City, nor does it waive any rights hereunder in this or any other regard.

Contractor will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement.

Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contractor's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five (5) days of the expiration of the coverages.

The provisions of any workers' compensation or similar act will not limit the obligations of Contractor under this Agreement.

Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements, nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.

The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this section.

Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with this Agreement reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the

cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

6.2 Indemnification. To the full extent provided by law, Contractor agrees to indemnify, defend and hold harmless City, its officers, employees and agents against any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, including paying any legal costs, attorneys' fees, or paying any judgment (herein "claims" or "liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the services of Contractor, its officers, agents, employees, agents, subcontractors, or invitees, provided for herein, arising from Contractor's negligent performance of or failure to perform any term, provision, covenant, or condition of this Agreement, except claims or liabilities to the extent caused by the negligence or willful misconduct of City.

7. COLLEGE STUDENT TAP CARD PROGRAM

7.1 Student Passes. This program will be compensated through a portion of the annual 40% Proposition A Local Return allocation for a total not to exceed \$90,000. LBT will provide City with 150 student TAP cards annually. The TAP cards will be funded monthly with a stored value of \$50. Additional TAP cards beyond the 150 provided by LBT or additional stored value on the TAP cards will be provided by the City as an additional expense to the program.

8. MISCELLANEOUS

8.1 Assignment. The Parties shall not assign, sublet or lease any part or portion of this Agreement to any party.

8.2 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager (John Moreno) at 16400 Colorado Ave., Paramount, CA 90723, and in the case of LBT, to the Deputy CEO (Debra A. Johnson); Copy: General Counsel (Vincent C. Ewing).

8.3 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the benefit of their bargain.

8.4 Integration/Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing.

8.5 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

SIGNATURES ON NEXT PAGE

LONG BEACH TRANSIT

Kenneth A. McDonald
President and CEO

Date: _____

APPROVED AS TO FORM

Vincent C. Ewing
General Counsel

Date: _____

CITY OF PARAMOUNT

John Moreno
City Manager

Date: _____

APPROVED AS TO FORM

John E. Cavanaugh
City Attorney

Date: _____

EXHIBIT “A”
SCOPE OF SERVICES

I. Fixed-Route Public Transit Services

LBT will perform fixed-route public transit services as described in the LBT Paramount Transit Service Expansion Plan attached to as Exhibit “A-1”. The level and type of services, fixed-route designations, and rates shall be comparable to the level of service received by the neighboring and like municipalities in years past.

II. Paratransit Services

LBT shall provide, during the term of this Agreement, Dial-A-Lift services to eligible mobility-impaired residents of Paramount over the age of 18 years by providing demand-responsive curb-to-curb transit service to and/or from any location within the cities of Long Beach, Paramount and Lakewood (the “Dial-A-Lift Service Area”). Eligible Paramount residents will utilize the services provided under this Agreement. LBT shall provide the aforementioned services in accordance with the Agreement and the following terms and conditions:

1. System shall transport individuals within entire LBT Dial-A-Lift service area, currently any location within the cities of Long Beach, Paramount, Signal Hill and Lakewood.
2. System customers shall be picked up as a result of “next-day” advance telephone reservations for service.
3. System customers may call a specific telephone reservation number to be provided by LBT.
4. System customers shall designate point of origin, point of destination, number of persons in party, requested times of travel and client membership number issued by LBT. Return-trip reservations shall be made along with the original reservation.
5. Customers shall be advised of approximate time of pick-up. Contractors shall pick up customers within thirty (30) minutes of the scheduled time of pick-up.
6. Customers shall be picked up and dropped off on the curb adjacent to the point of origin or their destination.
7. System service shall preferably be on a shared-ride basis.
8. If LBT receives additional call(s) for pick-up in the vicinity of the first call, or near route of customers in the vehicle, vehicle may deviate from route to pick up additional customer(s).

9. LBT shall take all necessary actions to avoid an undue delay of any customer, whether at point of pick-up, transfer or en route to destination.
10. The route of the vehicles shall be the most efficient possible, using major and collector streets when possible.
11. Both the dispatcher and the driver shall coordinate the provision of service such that it will optimize the number of customers carried and minimize circuitous routing while maintaining on-time performance.
12. Pick-ups shall be made within the times established by LBT's current service response priorities in effect at the commencement of service under this Agreement. LBT shall notify the City at least thirty (30) days in advance of any changes in times and priorities. LBT specifically reserves the right to make changes and adjustments in service without this prior notice for emergencies or to prevent disruptions in service, but LBT shall notify the City of any such change as soon as possible. However, pick-ups should not exceed thirty (30) minutes from the established pick-up times and the City shall be advised when there are problems meeting this response time as soon as possible.
13. Drivers shall assist in loading and unloading of customers while boarding and alighting vehicle at the curb.
14. LBT shall provide the necessary number of dispatchers to handle the Dial-A-Lift system exclusively. The dispatchers and routers shall be properly trained.
15. LBT or their representative shall provide the City with a computer-generated client information list indicating "Ridership Data" on at least on a quarterly basis and upon the City's request. Ridership Data shall include but not be limited to: (a) pick-up requests, (b) approximate time provided to customers, (c) actual time of pick-up, and (d) customer no-shows or cancellations.
16. LBT shall provide service without preference for, or discrimination against, the residents of Paramount as compared to the residents of Long Beach. The residents of the City using such service shall pay the same fare as the residents of the City of Long Beach.
17. A prospective customer may not be boarded without proper photo identification.
18. Customers are required to pay the fare for each trip. They may pay with cash or debit/credit card at the time of their trip or pre-pay fare by loading money onto their LBT Dial-A-Lift Membership Card.

19. Customers may be denied service for excessive no-shows, cancellations or double-booking trips.
20. Customers who consistently disrupt service or are shown to compromise the safety of other customers shall be denied service.
21. All customers are subject to the operating provisions of the LBT Dial-A-Lift program.
22. Service will be dispatched in accordance with the customer's mobility needs.
23. Service shall be provided from 7 a.m. to 10:30 p.m. Sunday through Thursday; and 7 a.m. to 11:30 p.m. Friday and Saturday.
24. LBT shall supply sufficient number of personnel and backup personnel to operate and maintain its equipment and to provide the service required.
25. LBT and its employees shall, in the performance of all duties pursuant to this Agreement, conduct themselves with the highest degree of courtesy and service to all. All of LBT's employees who are in contact with the public shall, at all times while on duty, be neatly groomed and dressed. All personnel who are likely to be in contact with the public, either in person or by telephone conversation shall be trained to give accurate information concerning LBT services.
26. LBT shall provide services at a level of service within the Paramount area that is not less than the level of services provided during the previous fiscal year, and not less than the level of service provided to the City of Long Beach, unless an amendment to this Agreement is made in writing. LBT shall provide records of Ridership Data for the previous fiscal year and the level of service provided to the City of Long Beach. It is understood and agreed that the level of said services and rates are otherwise subject to the control and discretion of LBT and any regulatory agency under which LBT may exercise a certificate of Public Convenience and Necessity or franchise or permit.
27. LBT shall not decrease or change service hours, without giving the City at least thirty (30) days' notification and obtaining City's consent. Failure by the City to object to a service-hour change within thirty (30) days of receipt shall be construed as City's giving consent to such change.
28. All passenger complaints concerning LBT's provision of services shall be forwarded to the City in writing on a monthly basis or sooner as reasonably requested by the City.
29. A professional licensed medical clinic selected by LBT shall determine the eligibility of City residents for Dial-A-Lift services and issue a Dial-A-Lift Membership Card to those certified as

eligible. No resident of the City shall be eligible unless he or she is mobility impaired, as defined by the current LBT Dial-A-Lift eligibility requirements.

30. Applications and Physician's Statements shall be obtained directly through LBT's Dial-A-Lift Administrator. The membership Application and Physician's Statement shall be upon completion mailed to Long Beach Dial-A-Lift, 1963 E. Anaheim St., Long Beach, CA 90813 by the resident. Upon receipt of the completed Application and Physician's Statement, LBT staff will review them to determine initial eligibility and will notify applicants once they are deemed eligible to schedule an appointment with the medical clinic for final evaluation.

All of the services required under this Agreement will be performed by LBT or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. LBT reserves the right to determine the assignment of its own employees to the performance of LBT's services under this Agreement, but City reserves the right, for good cause, to require LBT to exclude any employee of LBT from performing services for City under this Agreement provided such exclusion is not exercised in violation of any federal, state or local law or regulation.

III. Personnel

LBT represents that it has, or will secure at its own expense, all personnel to perform services under this Agreement. All of the services required under this Agreement will be performed by LBT or under its supervision and all personnel engaged in the work shall be qualified to perform such services. LBT reserves the right to determine the assignment of its employees to the performance of LBT's services under this Agreement.

IV. No Franchise Rights

Neither LBT nor City intend by this Agreement to grant to LBT any franchise, right, or agreement to use the streets of the City of Paramount, it being further agreed and understood that whether or not LBT has such a franchise or is required to have such a franchise is not the subject of this Agreement, and no term or provision of this Agreement shall be used to prejudice the rights of either party in that regard.

EXHIBIT “A-1”

LBT PARAMOUNT TRANSIT SERVICE EXPANSION PLAN – FEBRUARY 2019

1. Transit Service Changes for February 2019

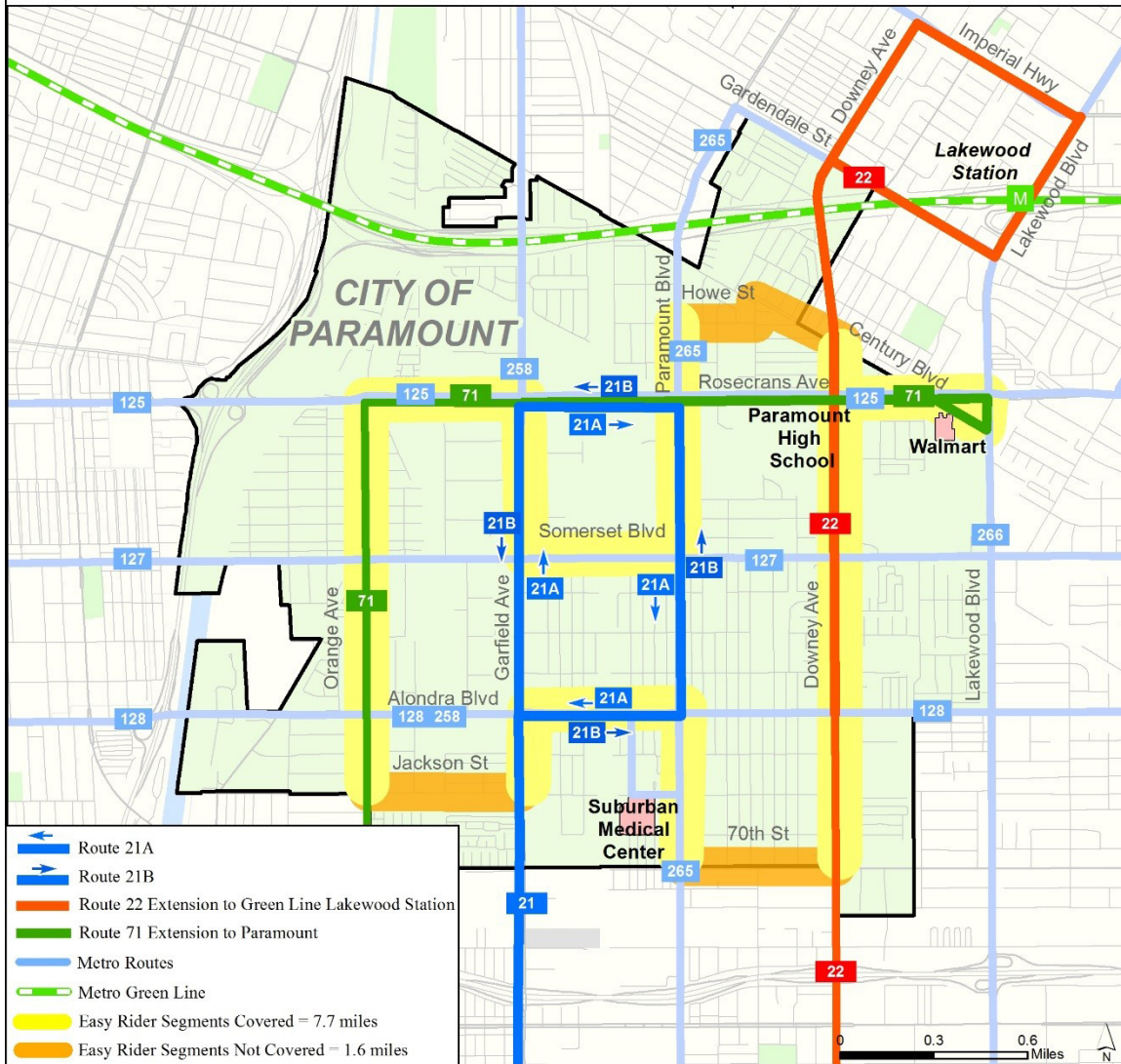
A. Extend Route 71 to Walmart, replacing the Easy Rider

- Convert all Route 72 trips into Route 71
- Higher capacity and newer vehicles
- Improved service span and headway than the Easy Rider
- Covers 89% of the existing Easy Rider ridership

B. Implement Route 21 New Turnaround Loop

- Loop 21A – Clockwise via Garfield, Rosecrans, Paramount and Alondra
- Loop 21B – Counter-clockwise via Alondra, Paramount, Rosecrans and Garfield
- Every other trip on Route 21 is 21A or 21B
- Combined service will be every 30 minutes on weekdays and 40 minutes on weekends
- Improves transit service to downtown Paramount

Paramount Transit Network



Agency	Route	Span of Service			Headway (min)		
		Weekday	Saturday	Sunday	Weekday	Saturday	Sunday
Long Beach Transit	21A	4:45 AM - 1:10 AM	5:06 AM - 1:13 AM	5:06 AM - 1:13 AM	60	80	80
	21B	4:45 AM - 1:10 AM	5:06 AM - 1:13 AM	5:06 AM - 1:13 AM	60	80	80
	21 Combined	4:45 AM - 1:10 AM	5:06 AM - 1:13 AM	5:06 AM - 1:13 AM	30	40	40
	22	4:46 AM - 12:05 AM	5:00 AM - 12:00 AM	5:00 AM - 12:00 AM	30	40	40
	71	4:45 AM - 8:25 PM	5:06 AM - 8:55 PM	5:06 AM - 8:55 PM	30	40	40
Metro	125	4:25 AM - 9:40 PM	5:05 AM - 9:25 PM	6:03 AM - 8:53 PM	20/30	30/40	30/40/50
	127	5:56 AM - 7:43 PM	---	---	60	30/40	30/40/50
	128	6:00 AM - 8:52 PM	---	---	40/50	---	---
	258	5:28 AM - 10:05 PM	---	---	40	---	---
	265	5:05 AM - 9:45 PM	7:25 AM - 8:52 PM	7:25 AM - 8:52 PM	40/60	60	60
Paramount	266	4:18 AM - 11:18 PM	5:24 AM - 11:24 PM	5:43 AM - 9:56 PM	30/40	30/40	30/40
	Easy Rider	7:00 AM - 6:00 PM	10:15 AM - 3:30 PM	---	60	45	---

7/13/2018

S:\Users\NGuyeni\2017-09-26 City of Paramount\Maps\Proposed_Paramount_Transit_Network.mxd

2. College Student TAP Card Program

- Provide 150 monthly transit passes with stored value for college students to access LBCC, Cerritos College and other regional college campuses within LBT service area (\$50 stored value amount per student)
- Existing bus routes run more frequently and during times when the Paramount College Bound Bus does not operate

3. LBT Dial-A-Lift Expansion to Paramount

- LBT Dial-A-Lift (DAL) is a curb-to-curb, shared-ride transit service exclusively for people who are unable to use LBT's fixed-route bus system
- DAL is not the Americans with Disabilities Act of 1990 (ADA) complementary paratransit provider, and has different eligibility requirements
- To be eligible for DAL service, applicants must be at least 18 years of age, permanently mobility impaired, and unable to use LBT's fixed-route bus system. Applicants for DAL service must first be members of Access Services, the ADA service provider
- Paramount customers with permanent mobility impairments must be certified for membership with Access Services in order to be eligible for LBT DAL
- Members must reside in and travel through the cities of Long Beach, Lakewood, Signal Hill and Paramount under this expansion

EXHIBIT “B”

SCHEDULE OF COMPENSATION

I. The City will compensate LBT for the services on a quarterly basis for each Fiscal Year (FY) service is provided.

Service Period

FY 2019 (5 months):	February 10, 2019 – June 30, 2019
FY 2020:	July 1, 2019 – June 30, 2020
FY 2021:	July 1, 2020 – June 30, 2021
FY 2022:	July 1, 2021 – June 30, 2022
FY 2023:	July 1, 2022 – June 30, 2023
FY 2024 (7 months):	July 1, 2023 – February 1, 2024

II. In the event this Agreement shall be terminated prior to June 30, 2019 or any Fiscal Year, said payment shall be pro-rated to the date of termination.

III. The City shall compensate LBT with a proportionate share of the City’s Proposition A Local Return funds. This program will be compensated with forty percent (40%) of the City’s Proposition A Local Return allocation. This percentage shall remain the same notwithstanding if the City of Paramount’s Proposition A Local Return revenue increases or decreases.

EXHIBIT “C”

SCHEDULE OF PERFORMANCE

I. LBT shall perform all services described in Exhibit “A” during the period commencing February 10, 2019 and terminating February 1, 2024, unless extended by mutual consent or terminated in writing and under the same terms and conditions of this Agreement.

OCTOBER 16, 2018

AUTHORIZATION TO PURCHASE AND INSTALL SECURITY
EQUIPMENT AT CITY FACILITIES

MOTION IN ORDER:

AUTHORIZE THE PURCHASE AND INSTALLATION OF SECURITY
EQUIPMENT AT CITY FACILITIES AND DIRECT STAFF TO ADJUST
THE MIDYEAR BUDGET ACCORDINGLY.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council
From: John Moreno, City Manager
By: Adriana Figueroa, Public Works Director
Sarah Ho, Assistant Public Works Director
Date: October 16, 2018

Subject: AUTHORIZATION TO PURCHASE AND INSTALL SECURITY EQUIPMENT AT CITY FACILITIES

In July, the City began an assessment of its major facilities to determine if any security upgrades were needed to ensure the safety of our residents and staff. After a walkthrough of the facilities with our current security contractor, JMG Security Systems, Inc. (JMG) and Los Angeles Sheriff's Department (LASD) personnel, it was recommended that some security measures be installed. These measures include emergency call out buttons and additional cameras at three locations (City Hall, the City Maintenance Yard, and the Community Center).

Staff received a quote from JMG for these devices and their installation for a total of \$29,589. Additional fees include monthly services and monitoring fees of \$244 per month. According to the City's purchasing policy, purchases of equipment in excess of \$25,000 need to be approved by the City Council. As JMG is the City's current contractor for all security systems including alarms, black key access, and video camera systems, we are recommending JMG as the sole source to match the existing security infrastructure already existing at these and other City facilities.

The total cost will be paid for with Equipment Replacement Funds and will require a Midyear Budget revision.

RECOMMENDED ACTION

It is recommended that the City Council authorize the purchase and installation of security equipment at City facilities and direct staff to adjust the Midyear Budget accordingly.

OCTOBER 16, 2018

RESOLUTION NO. 18:030

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT AMENDING IN ITS ENTIRETY RESOLUTION NO. 17:010 RELATING TO THE DUTIES, COMPENSATION, AND TERMS OF EMPLOYMENT OF CITY EMPLOYEES”

MOTION IN ORDER:

READ BY TITLE ONLY AND ADOPT RESOLUTION NO. 18:030.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council
From: John Moreno, City Manager
By: Kevin Chun, Assistant City Manager
Date: October 16, 2018

Subject: RESOLUTION NO. 18:030

Annually, the City Council is presented with a proposed Personnel Resolution (Resolution No. 18:030) for approval which outlines any additions and/or revisions as it relates to the duties, compensation and terms of employment with respect to City employees. Such additions and/or revisions are made to comply with changes in employment law, to adhere to revisions made by California Public Employees' Retirement System (CalPERS), and to keep up with industry standards as they relate to public employment.

This year, the following revisions to the City's Personnel Resolution are being proposed by staff for City Council consideration:

CHAPTER 1

Section 7. Probationary Period.

A section has been added in the Personnel Resolution to indicate the City's policy on the probationary period for full-time employees.

Section 8. Promotions.

A section has been added in the Personnel Resolution to indicate the City's promotional practice for City employees.

Section 9. Advancement Within the Schedule.

Staff has incorporated language to elaborate on the City's practice for next step advancement for employees who receive a promotion.

Section 10. Health Screening.

Staff has changed the language to indicate that applicants being offered employment, based on the position, may be required to undergo a drug test. It was also added that employees returning to work may undergo a drug test, if in the discretion of the City Manager, such screening is necessary. This section was added on the advice of the City's Personnel Attorney.

Section 12 (a) & (c). Holidays.

In Section 12 (a), the existing language listing City recognized holidays has been revised to provide more clarity. This has been accomplished by placing the name of the holiday first and then the date.

The language in Section 12 (c) was removed in Resolution No. 18:030 as the two "Floating Holidays" offered to full-time employees was only for FY 2017.

Section 14 (a). Local Travel.

Staff has added that the standard mileage rate will be determined by the Internal Revenue Service.

Section 15 (b) & (c)(3). Sick Leave.

Section 15 (b) previously indicated that the current accrual rate stated in the Personnel Resolution for part-time sick leave was 0.33 hours for each hour of straight time worked. This has been changed to reflect the verbiage used by the State of California's Healthy Workplaces, Healthy Family Act of 2014, which states that paid sick leave accrues at the rate of one hour per every 30 hours worked, paid at the employee's regular wage rate. Staff also added that part-time employees may accrue up to, but no more than 48 hours of paid sick leave for each year of employment, based on hours worked.

In Section 15 (c)(3), the term "registered domestic partner" was inadvertently omitted in the previous Personnel Resolution. Resolution No. 18:030 includes this term.

Section 17. Bereavement Leave.

There is currently no City policy providing full-time employees with bereavement leave should it be needed for the death of a member of the employee's immediate family. This form of employee benefit is common among many local government agencies. A section has been added in the Personnel Resolution to entitle full-time employees to three (3) days of bereavement leave with pay. Such bereavement leave shall not be deducted from the employee's sick leave.

Section 19. Military Leave.

Staff has added verbiage to ensure that any employee leaving for military duty provides advance written or verbal notice to his/her supervisor.

Section 20. Executive Leave.

This section was added to state the City's long standing benefit for its Executive Staff. It was not indicated as a written policy prior to this. It is now formalized in Resolution No. 18:030.

Section 23 (a) & (b). Insurance Benefits.

In Section 23 (a), staff has added verbiage to clarify that the City covers 100% of the cost of certain insurance benefits provided to full-time employees and full-time employees who are in their probationary period. This is not new; the City has always paid for these particular insurance benefits.

Section 23 (b) has been added to state the City's long-time existing policy on the medical opt-out alternative plan for full-time employees and full-time employees who are in their probationary period.

Section 24 (b). Retirement Benefits.

Section 24 (b) has been added to indicate the City's existing retirement formulas for both "New" CalPERS members as well as "Classic" CalPERS members.

CHAPTER 2

Section 1(B)(1). Causes for Disciplinary Action.

Staff has added language and changed language to be more descriptive of the types of causes for disciplinary action. These additions and changes were made on the advice of the City's Personnel Attorney.

Attached is the Personnel Resolution which reflects the recommended changes for City Council consideration.

RECOMMENDED ACTION

It is recommended that the City Council read by title only and adopt Resolution No. 18:030.



Personnel Division □ 16400 Colorado Avenue, Paramount, CA 90723 □ (562) 220-2027

Personnel Resolution

Resolution No. 18:030

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CITY OF PARAMOUNT
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION NO. 18:030

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT AMENDING IN ITS ENTIRETY RESOLUTION NO. 17:010 RELATING TO THE DUTIES, COMPENSATION, AND TERMS OF EMPLOYMENT OF CITY EMPLOYEES

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PARAMOUNT AS FOLLOWS:

SECTION 1. Resolution No. 17:010 is hereby amended in its entirety to read as follows:

CHAPTER 1

Section 1. Authorized Positions. Authorized full-time and part-time positions, with classification titles and pay ranges specified, shall be established from time to time upon adoption of a resolution by the City Council.

Section 2. Workweek and Workday Defined. A workweek shall be a regularly recurring period of 168 hours. The beginning and ending of the workweek may vary according to each employee's classification.

Section 3. Overtime Compensation. Non-exempt employees who actually work more than 40 hours in a designated workweek shall be paid or accrue compensatory time (at the employee's discretion) at one and one-half times the straight time hourly rate for all hours worked in excess of 40 in any workweek. Work classified as standby, emergency response and disaster response will also be paid at one and one-half times the straight time rate. For the purposes of this resolution, holidays and pre-scheduled time off are to be considered actual work time. (Resolution Nos. 93:024, 03:029, 09:019, 09:022)

Section 4. Non-City Funded Employees. Employees who are hired pursuant to Federal/State/County funding assisted programs are subject to termination when program funding terminates.

Section 5. Salary and Wage Schedules. The salary and wage schedule for authorized full-time and part-time positions shall be established from time to time upon adoption of a resolution by the City Council.

Section 6. Beginning Rates. A new employee shall be paid the beginning "step" rate as shown within the pay range allocated to the class of employment for which he has been hired, unless the City Manager places such new employee in a succeeding step, depending upon the particular employee's qualifications.

Section 7. Probationary Period. All new full time employees shall be hired for a probationary period of twelve (12) months. During this period, the employee may be released at any time without the right of appeal or hearing.

Section 8. Promotions. When an employee is promoted, he or she shall be advanced to the first step on the new salary range which provides approximately a five percent (5%) raise.

Section 9. Advancement Within the Schedule. Employees may be eligible for next step advancement twelve (12) months from the date of hire or promotion and may occur yearly thereafter until the employee reaches the top of the salary range for his or her classification. The City Manager shall effect such advances as he/she may deem advisable based upon the employee's ability, proficiency, and performance within the authorized salary range.

Section 10. Health Screening. Certain applicants being offered employment, based on the position, may be required to undergo a drug test. Employees returning to work may undergo a drug test, if in the discretion of the City Manager, such screening is necessary.

Section 11. Investigation. All applicants upon employment may be fingerprinted and shall successfully undergo any further investigation deemed necessary by the City Manager as a prerequisite for employment.

Section 12. Holidays.

(a) All regular full-time employees and full-time employees who are in their probationary period shall have the following holidays as vacation with pay:

1. "New Year's Day," January 1st
2. "Martin Luther King Jr. Day," the third Monday in January
3. "Presidents' Day," the third Monday in February
4. "Cesar Chavez Day," March 31st
5. "Memorial Day," the last Monday in May
6. "Independence Day," July 4th
7. "Labor Day," the first Monday in September
8. "Veteran's Day," November 11th
9. "Thanksgiving Day"
10. The day after Thanksgiving Day
11. "Christmas Eve Day," December 24th
12. "Christmas Day," December 25th
13. Every day appointed by the Mayor as a holiday

(b) In the event a holiday falls upon a Saturday, the prior work day will be taken in lieu of the holiday; in the event a holiday falls upon a Sunday, the following workday will be taken in lieu of the holiday.

Section 13. Vacation. All regular full-time employees and full-time employees who are in their probationary period shall be eligible for and accrue vacation with pay according to the following conditions:

Amount of Vacation:

(a) Less than five (5) years of continuous service:

Each employee working in continuous service of less than five (5) years shall earn 80 hours of paid vacation per year.

Vacation shall be earned on a prorated basis for time worked.

(b) Five (5) or more years of continuous service:

Upon completion of the fifth year of continuous service, each employee shall receive immediate credit of forty (40) hours of paid vacation and then shall earn 120 hours of paid vacation per year.

Vacation shall be earned on a prorated basis for time worked.

(c) Ten (10) or more years of continuous service:

Upon completion of the tenth year of continuous service, each employee shall receive immediate credit of forty (40) hours of paid vacation and then shall earn 160 hours of paid vacation per year.

Vacation shall be earned on a prorated basis for time worked.

Use of Vacation:

(a) Employees shall be eligible to use vacation as it is accrued.

(b) Employees shall request use of vacation a reasonable time in advance of the proposed use of the vacation as designated by the City Manager or designee.

(c) All requests for use of vacation must be approved by the employee's supervisor and the relevant department head.

(d) After November 1, 1996, each employee may accrue a maximum of 240 hours of vacation. Each employee may retain vacation accrued but not used on or before November 1, 1996.

(e) Upon termination, employees shall be compensated for accrued unused vacation at their then current pay rate.

Section 14. Travel Expense Allowance. All regular full-time employees and full-time employees who are in their probationary period, with prior approval by the City Manager, shall be eligible for a travel expense allowance as specified by the following:

- (a) Local Travel: Expense claims for use of private automobiles must be submitted to the City Manager. Such use will be reimbursed at the standard mileage rate for all business miles **as determined by the Internal Revenue Service.**
- (b) Out-of-Town Travel: If, in the judgement of the City Manager, the estimated expense for contemplated travel out-of-city is too high to expect the employee to finance the trip and be reimbursed upon his return, the City Manager may authorize advance payment of the estimated amount to the employee.
- (c) Use of personal cars for trips out of the metropolitan area may be approved by the City Manager when use of commercial transportation is not practical. Compensation is not to exceed air fare cost.
- (d) Expenses will be allowed for adequate lodging. Hotel accommodations shall be appropriate to the purpose of the trip. Expenses for meals will be reimbursed at actual cost.

Section 15. Sick Leave. All regular employees and employees who are in their probationary period shall be granted sick leave as determined by the following rules:

- (a) All regular full-time employees and full-time employees who are in their probationary period shall be granted sick leave at the rate of 96 hours for each 12 months of the employee's active service. Any such leave accrued but unused in any year shall be accumulated for the employee to use in succeeding years up to a maximum of 480 hours.

Accumulated unused sick leave in excess of 480 hours maximum shall be paid annually to the employee in December at the rate of fifty percent (50%) of the employee's current pay rate.

- (b) All regular part-time employees and part-time employees in their probationary period shall be granted **paid sick leave. It will accrue at the rate of one hour per every 30 hours worked, paid at the employee's regular wage rate.** No sick leave with pay may be taken until the 90th day of employment.

Part-time employees shall be able to carry over sick leave hours from year to year. However, part-time employees will be limited to twenty-four (24) hours of sick leave use in each fiscal year during the scope of their employment. **A part-time employee may accrue up to, but no more than, 48 hours of paid sick leave for each year of employment, based on hours worked.** Part-time employees shall not be compensated for unused sick days upon separation of employment.

(c) All employees eligible for sick leave with pay shall be granted such leave for the following reasons:

- (1) Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member. "Family member" is limited to:
 - a. A child, for purposes of these provisions, means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.
 - b. A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
 - c. A spouse.
 - d. A registered domestic partner.
 - e. A grandparent.
 - f. A grandchild.
 - g. A sibling.
- (2) Enforced quarantine of the employee in accordance with community health regulations; or
- (3) The death of a member of the employee's immediate family. "Immediate family" is limited to any relative of blood or marriage who is a member of the employee's household, under the same roof, and any parent, grandparent, spouse, **registered domestic partner**, child, brother, sister, father-in-law, brother-in-law, mother-in-law, or sister-in-law of the employee's, regardless of residence. Accrued vacation may also be used for bereavement purposes for members of the immediate family.

- (4) For an employee who is the victim of domestic violence, sexual assault, or stalking, the reasons described in subdivision (c) of Labor Code Section 230 and subdivision (a) of Labor Code Section 230.1.
- (d) Any employee on sick leave shall inform their supervisor of the fact and the reasons thereof within one-half hour of the beginning or their work shift of each sick day, unless otherwise agreed, and failure to do so may be cause for denial of sick leave with pay for the period of absence and may be cause for disciplinary action.
- (e) Eligibility of sick leave shall commence when accrued.
- (f) Observed holidays occurring during sick leave shall not be counted as days of sick leave.
- (g) Upon retirement through the Public Employees' Retirement System (PERS), layoff, or death, any unused accumulated sick leave shall be paid to the employee, or in the event of death, to the employee's rightful heirs at the rate of one hundred percent (100%) of the employee's current pay rate.
- (h) Upon termination, either voluntary or non-voluntary, other than retirement, lay-off, or employee's death, sick leave shall be lost and not compensated for whatsoever.
- (i) Subject to the discretion of a department head or manager, any employee who has missed three (3) consecutive days of work or more may be required to furnish proof of disabling sickness or illness in the form of a physician's notice or certificate. Employees off of work for an extended period of time may be subject to the successful completion of a fitness for duty examination prior to returning to work.

Section 16. Leave of Absence Without Pay. The City Manager may grant leaves of absence up to one year without pay to any regular full-time employee if the circumstances of the particular case warrant such action. During all such leaves of absence the employee shall not be considered as being on active service and shall not accrue any service time calculated benefits.

Section 17. Bereavement Leave. All regular full-time employees and full-time employees who are in their probationary period shall be entitled to three (3) days of bereavement leave with pay upon the death of a member of the employee's immediate family. "Immediate family" is limited to any relative of blood or marriage who is a member of the employee's household, under the same roof, and any parent, grandparent, spouse, registered domestic partner, child, brother, sister, father-in-law, brother-in-law, mother-in-law, or sister-in-law of the employee, regardless of residence. Such bereavement leave with pay shall not be deducted from sick leave.

Section 18. Pregnancy Leave.

- (a) All regular full-time employees and full-time employees who are in their probationary period may be granted all or any portion of accrued sick leave with pay, in accordance with the provisions of this rule, for illness or disability resulting from a pregnancy. In applying the policy regarding sick leave, any incapacity resulting from pregnancy or related complications shall be treated as a form of temporary disability.
- (b) An employee may be granted a leave of absence without pay in accordance with the pertinent provisions of this section.

Section 19. Military Leave. Military leave shall be granted to any regular full-time employee or full-time employee who is in their probationary period in accordance with the Military and Veteran's Code of the State of California and as amended. **Employee shall ensure that his/her supervisor receives advance written or verbal notice of military service.**

Section 20. Executive Leave. Executive Staff members, consisting of the City Manager, Assistant City Manager, Department Directors, and City Clerk, shall be entitled to Executive Leave consisting of 40 hours of scheduled, paid time off. Executive Leave is not an accrued benefit and may not be carried over beyond the end of the last day of pay period 26. Executive leave is a "use it or lose it" benefit based on the payroll fiscal year. The payroll fiscal year begins the first day of pay period one and ends the last day of pay period 26. The full forty (40) hours/five (5) days are available to a member of the Executive Staff as soon as he/she is appointed to an Executive Staff position as defined above. Upon separation from the City, Executive Staff members will not be paid out executive leave.

Section 21. Jury Duty. Any regular full-time employee or full-time employee who is in their probationary period who is required to serve as a juror or subpoenaed as a witness in any State or Federal court, or any administrative board or tribunal, shall be entitled to a leave of absence up to ten (10) working days with pay while performing services as a juror or a witness; provided that any such employee shall be required to pay over to the City any amount he receives for jury fees, exclusive of approved travel and subsistence.

Section 22. Position Abandonment. Any absence without informing the supervisor of the reason thereof for a period of three (3) consecutive work days on the part of any employee may be considered a position abandonment, and may be cause for immediate dismissal.

Section 23. Insurance Benefits.

- (a) All regular full-time employees and full-time employees who are in their probationary period and their dependents will be covered under the City's medical, dental, vision, life, short-term and long-term disability insurance policies. These benefits may be increased or decreased from time to

time. The City reserves the right to change carriers and/or eliminate or reduce any type of coverage at its absolute discretion. Employees shall pay 15% of the cost of their medical premiums. **The City will pay 100% of the cost of employee's dental, life, vision, short-term and long-term disability insurance policies.** No employee has any vested right to any type of insurance coverage or benefits.

- (b) **All regular full-time employees and full-time employees who are in their probationary period who have comparable coverage through an alternative medical plan may elect to opt out of medical coverage and receive from the City compensation of four hundred and fifty dollars (\$450) a month, provided that such employee certifies in writing that he or she is covered by another medical plan, names the plan, and specifies, in conformance with the facts, the means by which he or she receives the plan.**

Section 24. Retirement Benefits.

- (a) All regular full-time employees and full-time employees who are in their probationary period shall be members of the California Public Employees' Retirement System (CalPERS). Employees who retire from the City prior to December 31, 2010 are entitled to 100% of the cost of their medical insurance premium. Employees who retire from the City after December 31, 2010 are entitled to 85% of the cost of their medical premium.
- (b) **CalPERS retirement - 2% at 62 benefit formula for "New" CalPERS members, 2.5% at 55 benefit formula for "Classic" CalPERS members covered under pre-2013 rules.**

Section 25. Education Reimbursement. All regular full-time employees and full-time employees who are in their probationary period who undertake courses of study which will benefit their positions with the City and who are authorized by the City Manager may be reimbursed in whole or in part up to a maximum of \$2,000 per fiscal year, for textbooks, tuition, and any approved miscellaneous expenses upon completion of the term in which enrolled. Employees enrolled in a college or university course must achieve a grade of "C" or higher in order to be considered for reimbursement.

A maximum of \$10,000 will be allocated or budgeted for education reimbursement at the beginning of each fiscal year. Eligible full-time employees will be reimbursed on a "first come, first served" basis. Once the budgeted amount has been exhausted within the fiscal year, there will be no other reimbursement considerations made. Any remaining allocated funds will not carry over to the following fiscal year.

Section 26. Bilingual Pay Benefits. All public contact positions as approved by the City Manager, will receive \$15.00 a month compensation for bilingual capability, if job related.

Section 27. Reinstatement. A regular full-time employee or a full-time employee who is in their probationary period in the Competitive Service who has completed at least one probationary period and who has resigned with a good service record may be reinstated within one year of the effective date of resignation to a vacant position in the same or comparable class. Upon reinstatement, the employee shall be subject to a probationary period prescribed for the class. No credit for former employment shall be granted in computing salary, vacation, sick leave, or other benefits except on the specific recommendation of the department head and approval of the Personnel Officer at time of reinstatement.

CHAPTER 2

This chapter applies to all regular full-time employees except those listed in Section 2-63 (a) through (j) of Chapter 2, Article V of the Paramount Municipal Code.

Section 1. Employee Conduct and Discipline.

- A. 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 a standard of cooperation and conduct necessary to carry out the service requirements of the City organization successfully. Disciplinary action as authorized shall be accomplished in such a manner as to be just, equitable, 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.
- B. Causes for Disciplinary Action.
 - 1. Any one or more of the following shall constitute grounds for disciplinary action:
 - (a) Fraud in securing employment or making false statement on an application for employment or on any supporting documents furnished with or made a part of any application.
 - (b) Incompetency **and/or poor work performance**, such as failure to comply with the minimum standard of an employee's position for a significant period of time.
 - (c) Inexcusable negligent duty, such as failure to perform duties required of an employee.
 - (d) Willful disobedience and insubordination such as a willful failure to submit to duly appointed and acting supervision or to conform to duly established orders or directions of persons in a supervisory position.

- (e) Acts of dishonesty.
- (f) Obscene or lewd conduct.
- (g) A deliberate action that endangers the life and safety of another person.
- (h) Being under the influence of alcohol or controlled substances while at work, while driving a City vehicle, or consuming, selling, possessing, or manufacturing same while on City premises or while engaged in City business.
- (i) Addiction or habitual use of alcoholic beverages, narcotics, or any habit forming drug, so as to interfere with job performance.
- (j) Absence without leave, including but not limited to being absent from the workplace without a reasonable excuse.
- (k) Conviction of a felony, or a misdemeanor involving moral turpitude, which shall be deemed to include only crimes involving dishonesty or character depravity, which can be proven to relate to the satisfactory performance of the employee's job.
- (l) Discourteous behavior. Normally such behavior is grounds for reprimand, but more serious discipline shall be given in event of multiple reprimands.
- (m) Aggressive, profane or abusive language, towards a supervisor, employee, or member of the public uttered in a serious, provocative way. Fighting or threatening violence in the workplace.
- (n) Improper or unauthorized use of City property and/or facilities.
- (o) Unauthorized possession of firearms, weapons, explosives, or hazardous materials.
- (p) Any willful act of conduct undertaken in bad faith which either during or outside of duty hours is of such a nature that it causes discredit to fall upon the City, the employee's department or division. Willful failure to maintain proper decorum during working hours causing discredit to the employee's department or division.

- (q) Knowingly failing to follow the procedures set forth herein governing grievances when pursuing a grievance.
- (r) Inattention to duty, tardiness, indolence, carelessness or negligence in the care and handling of City property.
- (s) **Tardiness and/or abuse of accrued leave time.**
- (t) **Theft or inappropriate removal or possession of City property or the property of a fellow employee.**
- (u) Acceptance from any source of a reward, gift, or other form of remuneration in addition to regular compensation by an employee for the performance of the employee's assigned duties.
- (v) Falsification of any City report or record, or of any report of record required to be, or filed by the employee.
- (w) Willful violation of any of the provisions of the Paramount Municipal Code, lawful ordinances, resolutions, or any rules, regulations, or policies which may be prescribed by the City Council, City Manager or department head as appointing authority.
- (x) The political activities of City employees which do not conform to pertinent provisions of State Law.

2. Activities Not Affected.

- (a) Nothing in these rules and regulations shall be construed to prevent any officer or employee from becoming or continuing to be a member of a political club or organization, or from attendance to a political meeting, or from enjoying entire freedom from all interference in casting his vote or from seeking or accepting election or appointment to public office; provided, however, that any person holding a position with the City must obtain leave of absence status before seeking election of the office of Paramount City Councilmember or any appointment to any Paramount City commission.
- (b) No person in the employ of the City, or seeking admission thereto shall be employed, promoted, demoted, or discharged, or in any way favored or discriminated against because of political opinions, except that no one shall be

eligible to hold a position with this City who is or becomes sympathetic or affiliated with any group of movement that advocates the overthrow of the government by force or violence.

- (c) No City employee shall simultaneously hold the office of Paramount City Councilmember or Paramount City Commissioner and his City office, but must forfeit one of such offices.
- (d) Any employee of the City seeking election for himself or for any other person to any public office or soliciting votes in favor of or against any propositions to be submitted to the voters in any election shall not do so during working hours or while wearing a uniform or badge identifying him with his employment by the City; except, however, that such prohibitions shall not be applicable to any employee appearing before any public employee's organization for which he is a member.

C. Types of Disciplinary Action.

Department heads and supervisors shall discuss deficiencies in performance, conduct, and other matters with subordinates at the time they are observed, pointing out corrective action the employee should take. Whenever possible, sufficient time for improvement shall precede formal disciplinary action. A confidential written report shall be made of such conferences and retained by the department head.

The following types of formal disciplinary action are permissible in accordance with the provisions of these rules and regulations.

1. Verbal Reprimand. An employee may be verbally reprimanded in private about his/her inappropriate behavior. The Supervisor shall make a brief notation regarding the date and substance of the verbal reprimand in the personnel file. If an employee's conduct does not improve, reference to the verbal reprimand will be made in a subsequent written reprimand or performance evaluation.
2. Written Reprimand. If the inappropriate behavior continues after a verbal reprimand, or if deemed warranted by the Supervisor, the employee will receive written notification indicating the City is dissatisfied with the employee's services or conduct and that further disciplinary measures may be taken if the behavior is not corrected. A signed copy shall be delivered to the Personnel Officer which shall be placed in the employee's personnel file.

3. Suspension. An employee may be suspended without pay for periods not to exceed thirty (30) working days in any one calendar year.
4. Disciplinary Reduction in Pay. An employee's pay rate within their pay range and class may be reduced for disciplinary reasons.
5. Disciplinary Demotion. An employee may be demoted from a position in one class to a position in another class having a lower maximum pay rate. The demotion may be permanent or temporary.
6. Dismissal. An employee may be dismissed from City service for disciplinary reasons.

Section 2. Grievance Procedure.

Employees who are in their probationary period do not have a right to file a grievance as to their performance rating, or any disciplinary action imposed.

A. Purpose.

1. To promote improved employer-employee relationships by establishing grievance procedures on matters for which an appeal is not provided by other regulations.
2. To afford all employees of the Competitive Service a systematic means of obtaining further considerations of problems after every reasonable effort has failed to resolve them through discussions.
3. To provide that grievances shall be settled as near as possible to the point of origin.
4. To provide that the grievance procedures shall be as informal as possible.

B. Matters Subject to Grievance Procedures. For the purposes of this rule, a grievance shall be considered as any matter for which appeal is not provided for, or prohibited, in these rules and regulations concerning those matters affecting an employee personally and adversely:

1. A dispute about the interpretation or application of any ordinance, rule, or regulation governing personnel practices or working conditions.
2. A dispute about the practical consequences of an administrative decision on wages, hours, or other terms and conditions of employment.

3. A decision affecting the employment of any regular full-time employee.
 4. Any matter personally affecting an employee's working schedule, fringe benefits, holidays, vacation, sick leave, retirement, performance rating, change in classification or salary.
 5. Excluding matters concerning pre-existing terminations appeals or hearing disputes.
- C. Informal Grievance Procedure. An employee who has a problem or complaint should first attempt to resolve it through discussion with his immediate supervisor without undue delay. If after this discussion, he does not believe the problem has been satisfactorily resolved, he shall have the right to discuss it with his supervisor's immediate supervisor, if any, in the administrative service. Every effort should be made to find an acceptable solution by informal means at the lowest level of supervision. If the employee is not in agreement with the decision reached by discussion, he shall then have the right to file a formal grievance in writing ten (10) calendar days after receiving the informal decision of his immediate superior.
- D. Formal Grievance Procedure. A formal grievance shall be presented in writing to the employee's immediate supervisor, who shall render his decision and comments in writing and return them to the employee within fifteen (15) working days after receiving the grievance. If the employee does not agree with his supervisor's decision, or if the employee has not received an answer from his supervisor within fifteen (15) working days, the employee may present the appeal in writing to his department head. The department head shall render his decision and comments in writing and return them to the employee within fifteen (15) working days. Failure of the employee to take further action within five (5) working days after receipt of the written decision of his supervisor shall render any disciplinary action final and binding.
- E. Conduct of Grievance Procedure.
1. The time limit specified above may be extended to a definite date by mutual agreement of the employee and the reviewer concerned.
 2. The employee may request the assistance of another person of his choosing in preparing and presenting his appeal at any level of review.
 3. Employees shall be assured freedom from reprisal for using the grievance procedure.

Section 3. Appeals.

Right of Appeal. Any regular full-time employee in the Competitive Service, who has passed his probationary period, feeling him or herself aggrieved and having not resolved such pursuant to the grievance procedure outlined herein shall, within five (5) calendar days, have the right to appeal to the City Manager of the notice of disciplinary action to be taken. If the employee fails to submit a timely written appeal, the disciplinary action will be final and binding. The City Manager shall select an independent hearing officer who shall set a hearing on the appeal not more than forty-five (45) working days from the date of the filing. The City Manager shall review the hearing officer's conclusions, findings, and facts prior to deciding whether or not to uphold the disciplinary action. Written notice of the City Manager's decision shall be given to the employee. The City Manager's decision shall be final.

Section 4. Records.

Original copies of all written records pertaining to disciplinary actions shall be maintained in the employee's confidential personnel file.

CHAPTER 3

Section 1. Resignation.

- A. An employee wishing to resign is asked to submit a written notice ten (10) working days prior to leaving. The notice should include the reasons for resignation and the effective date.
- B. In the event of dismissal or layoff, the employee will be paid within 24 hours of the last day of work. For voluntary resignation, the employee's check will be issued at the next regularly scheduled payday.
- C. Employees will be asked to review and sign a statement indicating receipt of their last paycheck which will include accrued comprehensive annual leave pay-off. Final payment of compensation may be withheld pending return of City property, completion of necessary paperwork and other requirements of termination.

Section 2. Layoff.

Pursuant to Section 2-71 of the Paramount Municipal Code, the following criteria shall supplement Section 2-71 and will be utilized in establishing the "order of layoff":

- A. "Length of service" shall be determined by an employee's length of full-time employment as a City employee. Seniority will be measured from an employee's most recent date of hire as a full-time employee; however, any period of unpaid leave of absences in excess of thirty (30) calendar days shall be deducted from the employee's total full-time service, except where the deduction of such leave is prohibited by State and Federal law.
- B. The "order of layoff" shall be determined within each Department. If a Department has more than one Division, then the "order of layoff" shall be determined within each Division.
- C. Any employee who is subject to layoff shall have no right to bump, transfer, and/or demote to another position in the City.
- D. The City Manager, in conjunction with the Department Head, may make the determination that an employee with lesser seniority has special "skill, ability, and job performance." Therefore, this policy does not preclude the retention of employees who have less seniority to other employees within the classification for which the reduction in force action may be taken.
- E. In conjunction with the "fourteen (14) days prior notice," the City may place employees selected for layoff on paid administrative leave.
- F. The City Council may, at its sole discretion, establish severance packages for those employees selected for layoffs.

CHAPTER 4

Section 1. Harassment.

The City of Paramount maintains a strict policy prohibiting discriminatory harassment in accordance with State and Federal law. This policy applies to all City employees including management personnel, applicants and persons providing services pursuant to a contract.

Section 2. Statement of Policy.

It is the policy of the City of Paramount to treat its employees with respect and dignity, and to provide a work environment free of unlawful discrimination and harassment. The City therefore prohibits all forms of unlawful harassment in the workplace including sexual, verbal, physical, and visual harassment based on participation in a protected group (i.e. race, color, religion, gender, sexual orientation, age, national origin, disability, veteran status or marital status).

Sexually harassing conduct is that which can occur between people of the same or different genders. Conduct in violation of this policy is considered an illegal employment discrimination practice when:

1. Such conduct is made either explicitly or implicitly as a term or condition of an individual's employment;
2. Submission to, or rejection of, such conduct by an individual is used as the basis for employment decisions affecting an individual;
3. Such conduct is sufficiently severe or pervasive as to create a discriminatory, hostile or offensive work environment based on an employee's race, color, religion, gender, sexual orientation, age, national origin, disability, veteran status or marital status; and/or
4. Such conduct is sufficiently severe or pervasive to alter the conditions of employment.

City employees and contract employees who permit or engage in such harassment or fail to take appropriate steps to report or investigate such conduct may be subject to prompt and appropriate disciplinary action up to and including dismissal or termination of services.

Section 3. Sexual Harassment.

Sexual harassment is the deliberate or repeated behavior of a sexual nature that is unwelcome. As defined by the Fair Employment and Housing Commission, sexual harassment is unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature. This definition includes many forms of offensive behavior, and includes gender-based harassment of a person of the same sex as the harasser.

Consensual relationships that end or change are not a bar to filing a claim of sexual harassment.

The following is a partial list of conduct that could be considered sexual harassment:

1. Unwanted sexual advances;
2. Offering employment benefits in exchange for sexual favors;
3. Making or threatening reprisals after a negative response to sexual advances;
4. Making sexual gestures, displaying of sexually suggesting objects or pictures, cartoons, or posters;

5. Verbal conduct, such as making or using derogatory comments, epithets, slurs, jokes and suggestions about another employee's gender or sexuality;
6. Verbal sexual advances or propositions;
7. Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, suggestive or obscene letters, notes, or invitations; and/or
8. Physical conduct, such as touching, assault, impeding, or blocking movements.

Section 4. Procedure.

- A. Any acts of sexual discrimination or harassment shall be reported immediately to the employee's Department Head, City Manager, or other designated responsible party, who will then investigate complaints or cause an investigation to be conducted in a confidential and timely manner. Any individuals who have knowledge of conduct or information regarding the matter shall be interviewed.
- B. In reaching a decision about the complaint, the investigator may take into account:
 1. Statements made by complainant, witnesses or others who may provide information;
 2. Details and consistency of each person's account;
 3. Evidence of how the complainant reacted to the incident;
 4. Evidence of past instances of harassment by the accused; and/or
 5. Evidence of past harassment complaints found to be untrue.
- C. The City Manager, or designee, shall take prompt corrective action to eliminate any unlawful harassing behavior to address the effects on the person subjected to the harassment and to prevent any further instances of harassment. This may consist of disciplinary action up to, and including, dismissal or termination of employment services, training or other remedial actions. Notice of such corrective action shall be provided to the complainant. No retaliatory behavior of any kind shall be tolerated and this may result in separate disciplinary action. If no illegal harassment is found, no corrective action will be taken.

- D. Each Department Head or designee is responsible for setting a positive example of appropriate behavior in the work place and for ensuring a work environment free of unlawful harassment.

Section 5. Enforcement of Laws Against Harassment.

Employees, or job applicants, who believe they have been unlawfully harassed may, within one year of the act of harassment, file a complaint of discrimination with the Department of Fair Employment and Housing (DFEH). The DFEH serves as a fact-finder and attempts to assist employers and employees to voluntarily resolve unlawful harassment disputes.

For more information regarding employee rights and remedies related to unlawful harassment, refer to:

State of California Department of Fair Employment and Housing Commission

Reference:

Government Code Section 12900-12940 et. seq. Fair Employment and Housing Act.

CHAPTER 5

Section 1. Drug and Alcohol-Free Workplace.

The purpose of this policy is to provide guidelines for all employees regarding alcohol and drug use at the workplace. The City of Paramount intends to provide a working environment that is safe and free from drugs and alcohol. Therefore, the City prohibits the unauthorized or unlawful use or manufacture of alcohol or drugs on City premises.

Additionally, employees are expected to be in suitable mental and physical condition to perform their job satisfactorily and behave appropriately. Prolonged failure to meet satisfactory levels of job performance as a result of the use of alcohol or other drugs could result in disciplinary action up to, and including, dismissal.

Section 2. Statement of Policy.

The possession, transfer, sale, manufacture, or use of alcohol or other drugs, legal or illegal, is prohibited while on City premises or during work hours or breaks. This includes all forms of alcohol, narcotics, depressants, stimulants, hallucinogens, marijuana, and all other controlled substances. Additionally, the unlawful manufacture of a controlled substance is prohibited in the workplace.

City employees are also prohibited from being under the influence, or having a detectable level, of alcohol or controlled substances in their systems during working hours (including lunch hours and breaks), while on City premises at any time, and/or while driving a City vehicle at any time. Employees taking prescription or over-the-counter drugs that may affect job performance or behavior are encouraged to inform their supervisor that they are taking medications.

Section 3. Procedure.

When an employee's supervisor and a second employee or supervisor have reasonable suspicion to believe an employee may be under the influence of alcohol or a controlled substance, that employee may be given a medical evaluation by a City-designated medical clinic on City time and at City expense. This medical evaluation will be conducted to determine if alcohol or drugs are in the employee's system.

Reasonable suspicion may be justified by one or a combination of the following indicators:

Bloodshot or watery eyes	Slurred speech
Alcohol on the breath	Physical and/or verbal altercation
Inability to walk a straight line	An accident involving City property
Possession of drugs or alcohol	Frequent absenteeism
Confusion/difficulty in concentration	Noticeable change in behavior

The following steps establish a procedure to facilitate the medical evaluation process:

Step 1 The Department Head will meet with the City Manager, or designee, to discuss the employee's behavior. At that time, it will be determined if the employee should be tested for drugs. The City Manager, or designee, will arrange for an immediate appointment with a medical facility to conduct the test, unless the employee admits to being under the influence of alcohol or controlled substance.

An employee's refusal to submit immediately to an alcohol or drug analysis when requested by management may constitute insubordination, and may be grounds for disciplinary action up to, and including, dismissal. All employees are required to consent to controlled substance and alcohol testing and/or inspection pursuant to this policy as a condition of continued employment.

Step 2 The City will immediately provide transportation for the employee to the medical facility and wait for the tests to be completed. The type of testing required will be determined by the physician.

- Step 3 After being tested, the employee will be transported home, back to work, or in appropriate situations, to the hospital. The employee will continue receiving pay during this time and disciplinary action will not be administered unless the test results show the presence of alcohol or drugs. Information obtained through this testing will be treated with strict confidentiality.
- Step 4 If alcohol or drugs are found in the employee's body, the City Manager, or designee, shall meet with the employee and explain the proposed disciplinary action.

If an employee is convicted of criminal drug activity, the employee must notify the City Manager, or designee, of the conviction in writing within five (5) calendar days after the conviction.

Section 4. Documentation.

Records relating to job performance, attendance, and behavior shall be maintained in the employee's personnel file. All tests shall be maintained, along with the employee's medical records, in a confidential medical file separate from the personnel records.

Section 5. Follow-Up.

- A. If the employee's drug test results are confirmed positive the City Manager, or designee will determine the most suitable disciplinary action.
- B. Should the results of the alcohol or drug test be negative, the employee may return to the workplace and perform regular job duties.

SECTION 2. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Paramount this 16th day of October 2018.

Diane J. Martinez, Mayor

ATTEST:

Lana Chikami, City Clerk