



AGENDA

Regular City Council Meeting

and Successor Agency to the
Former Redevelopment Agency

Tuesday, July 20, 2021 – 6:00 pm.

Council Chambers

746 8th Street, Wasco, CA 93280

www.cityofwasco.org

SPECIAL NOTICE REGARDING REMOTE PUBLIC PARTICIPATION DUE TO COVID-19*

City Hall is now open to the public for business. The City Council Chamber will be open to the public for City Council meetings, still using the following COVID-19 prevention provisions consistent with CDC, CDHP, and CA OSHA guidance; those fully vaccinated against COVID-19 will be excused from some of these protocols. For this reason, the City of Wasco is requesting that you provide us with your COVID-19 vaccination status. For purposes of this inquiry, an individual is considered “fully vaccinated” when it has been at least two weeks since receiving the final dose, as recommended by the manufacturer, of a vaccine that the FDA has authorized for use in the United States, including vaccinations that have been approved pursuant to an Emergency Use Authorization. Please note that you are required to provide accurate information about your vaccination status, or you may decline to provide your vaccination status. Suppose you decline to provide information about your vaccination status; we will assume you are unvaccinated. If not fully vaccinated, you will be required to wear a mask.

The City Council Meeting is now live-streamed on the city’s website:

<https://www.cityofwasco.org/306/city-council-meeting-videos>, subject to technical limitations.

Public comment regarding matters on the agenda may be made in person or via email. If you wish to comment on a specific agenda item, submit your comment via email to cityclerk@cityofwasco.org no later than 4:00 p.m. July 20, 2021. Please clearly indicate which agenda item number your comment pertains to. If you wish to make a general public comment not related to a specific agenda item, submit your comment via email to cityclerk@cityofwasco.org no later than 4:00 p.m. July 20, 2021.

Every effort will be made to read your comment into the record; however, they are limited to two (2) minutes. If a comment is received after the specific time mentioned above but before the meeting is adjourned, the comment will still be included as a part of the record of the meeting but will not be read into the record.

REGULAR MEETING – 6:00 pm

1) **CALL TO ORDER:** Mayor

2) **ROLL CALL:** Mayor Garcia, Mayor Pro Tem Reyna, Council Members: Cortez, Martinez, Pallares

3) **FLAG SALUTE:** Mayor

4) **INVOCATION:** Pastor Frank Sanchez, New Generation Church

5) **PRESENTATIONS:** None

6) **PUBLIC COMMENTS:**

This portion of the meeting is reserved for persons desiring to address the Council and including the Council acting as the Governing Board for the Successor Agency on any matter not on this agenda and over which the Council and Successor Agency have jurisdiction. Speakers are limited to two (2) minutes. A maximum of Thirty (30) minutes will be allowed for anyone subject. Please state your name for the record before making your presentation.

BROWN ACT REQUIREMENTS: The Brown Act does not allow action or Discussion on items, not on the agenda (subject to narrow exceptions). This will limit a Councilmember's response to questions and requests made during this comment period.

7) **SUCCESSOR AGENCY BUSINESS:** None

8) **WASCO PUBLIC FINANCE AUTHORITY BUSINESS:** None

CITY COUNCIL BUSINESS:

9) **CONSENT CALENDAR:**

The Consent Calendar consists of items that, in staff's opinion, are routine and non-controversial. These items are approved in one motion unless a Council Member or member of the public requests removal of a particular item.

- a. Receive and file departments payments totaling \$1,249,733.32
- b. Receive and File the Investment Report for the month ended June 30, 2021.
- c. Approval of City of Wasco COVID-19 Prevention Program (CPP).
- d. Adopt a Resolution of Intention of the City Council of the City of Wasco to Establish City of Wasco Community Facilities District No. 2020-01 and to authorize the Levy of Special Tax within City of Wasco Community Facilities District No. 2020-01.

10) **PUBLIC HEARINGS:** None

11) **DEFERRED BUSINESS:** None

12) **NEW BUSINESS:**

- a. Report and Discussion regarding illegal fireworks. (Hurlbert)
- b. Discussion and direction to staff regarding Mayoral appointment. (Hurlbert)

- c. Consideration of amending the handling of Administrative Leave for Director-Level staff employment contracts to conform with changes to employment contracts previously approved by City Council. (Hurlbert)

13) REPORTS FROM COMMISSION AND COMMITTEES:

- a. Kern Economic Development Corporation (Cortez)
- b. Kern Council of Government (Garcia)
- c. Wasco Task Force (Martinez & Reyna)

14) REPORTS FROM KC FIRE AND SHERIFF:

15) REPORTS FROM CITY MANAGER:

16) REPORTS FROM CITY COUNCIL:

17) CLOSED SESSION:

- a. **CONFERENCE WITH LABOR NEGOTIATORS 54957.6**
Agency designated representatives: City Manager, HR Manager
Unrepresented employee: Public Works Director, Deputy Public Works Director - Water, Deputy Public Works Director
- b. **CONFERENCE WITH LABOR NEGOTIATORS 54957.6**
Agency designated representatives: City Manager, HR Manager
Employee Organization: SEIU Local 521
- c. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS 54956.8**
Property: APN 490-020-04 and 487-010-11
Agency Negotiator: City Manager, City Attorney
Under Negotiation: Letter of Interest
Negotiating Parties: TBD

18) CLOSED SESSION ACTION: None

19) ADJOURNMENT:

This is to certify that this agenda was posted at Wasco City Hall on July 16, 2021, on/or before 6:00 p.m. The agenda is also available on the City website at www.cityofwasco.org

Monica Flores, Deputy City Clerk

*All agenda item supporting documentation is available for public review in the city website www.cityofwasco.org and the office of the City Clerk of the City of Wasco, 746 8th Street, Wasco, CA 93280 during regular business hours, 7:30 am – 5:00 pm Monday through Thursday and 8–5 pm Friday (closed alternate Friday's), following the posting of the agenda. Any supporting documentation related to an agenda item for an open session of any regular meeting that is distributed after the agenda is posted and prior to the meeting will also be available for review at the same location and available at the meeting. **Please remember to turn off all cell phones, pagers, or electronic devices during Council meetings.***

The City of Wasco does not discriminate on the basis of disability in the access to, provision of, or employment in its programs and activities pursuant to 29 United States Code Section 12132 and California Civil Code Section 54. Information regarding the rights provided under the Americans with Disabilities Act (ADA) may be obtained from the City Clerk's Office.

If you need special assistance to participate in this meeting, please contact the City Clerk's Office at (661) 758-7215 to make reasonable arrangements to ensure accessibility to this meeting. Telephone (661) 758-7215 Requests for assistance should be made at least two (2) days in advance whenever possible.



Bill Pay List

City Council: July 20, 2021

WarrantNo	Amount
G060721	179,228.76
A060221	18,533.59
A070121	409,816.56
G070221	12,087.96
G061121	87,532.47
G060821	539,555.87
G070121	3,178.11
Grand Total	1,249,733.32

Isarel Perez-Hernandez
Hernandez
Hernandez email = isaperez@cityofwasco.org C = US
Off City of Wasco
Date: 2021.07.14 12:32:59 -0800'

Verified by:
Finance Director

A		B		C		D		E		F	G	H		I	
WarrantNo	Vendor	VendNo	ProjNo	InvNo	DIR #	CkNo	Description	Amounts							
1	G060721	ACC BUSINESS	4766	211665096		21364	FIBER NETWORK SRVCS JUN 21	812.44							
2	G060721	ACCOUNTMPS	268	57914078		21365	TEMP M. SOLORIO WE 06/18/21	879.32							
3	G060721	ALEXANDER'S CONTRACT SERVICES, INC.	3828	2.02106E+11		21366	READING METERS 06/14/21-06/19/21	5,411.77							
4	G060721	AMAZON CAPITAL SERVICES, INC	4968	11L6-N6CM-Y4HV		21367	REPLACEMENT POWER ADAPTOR FOR WWT	30.72							
5	G060721	AMAZON CAPITAL SERVICES, INC	4968	1YQK-HN46-H149		21367	ADAPTER KIT WITH CABLES	849.76							
6	G060721	AMAZON CAPITAL SERVICES, INC	4968	1Y4N-K1H1-7XMX		21367	RETURN CREDIT FROM INV:143L-WCMG-QQHP	(107.27)							
7	G060721	AMAZON CAPITAL SERVICES, INC	4968	16H9-LHWY-R4YY		21367	PAPER SHREDDER-MULTIPLE DIVISION ANNEX	783.73							
8	G060721	AMAZON CAPITAL SERVICES, INC	4968	14TN-GW4J-RYW6		21367	C16 MEMORY KIT & SWITCH-FINANCE,CITY MANAGER,WWT	124.47							
9	G060721	AMAZON CAPITAL SERVICES, INC	4968	1J7R-LT4T-K9PY		21367	6 QT: NO TRASH STICKER&6 QT NO DUMPING SIGN-RETURN	148.86							
10	G060721	AMAZON CAPITAL SERVICES, INC	4968	1FYX-RCDF-K39M		21367	RETURN FROM INV:1J7R-LT4T-K9PY	(58.14)							
11	G060721	AMAZON CAPITAL SERVICES, INC	4968	17DY-GMMH-MHKP		21367	RETURN FROM INV:1J7R-LT4T-K9PY	(90.72)							
12	G060721	AMAZON CAPITAL SERVICES, INC	4968	179W-7PR9-7DK6		21367	4 QT KEYPAD ENTRY WITH AUTO LOCK	408.84							
13	G060721	AMAZON CAPITAL SERVICES, INC	4968	1PH6-J1NR-GD9Y		21367	MULTI CODE CHANNEL TRANSMITTER	18.40							
14	G060721	AMAZON CAPITAL SERVICES, INC	4968	20217		21367	BOX OF 50 RESPIRATORS FOR HR COVID-19	88.14							
15	G060721	ANASTACIO PALOMERA	5377	9858-0125010330		21369	RFND CREDIT CUST:9858 ACCT:0125010330	25.44							
16	G060721	ATT - PAYMENT CENTER	1488	16653827		21370	PHONE SRVCS 05/24/21-06/23/21	27.97							
17	G060721	ATT - PAYMENT CENTER	1488	16653828		21370	PHONE SRVCS 05/24/21-06/23/21	45.65							
18	G060721	ATT - PAYMENT CENTER	1488	16653829		21370	PHONE SRVCS 05/24/21-06/23/21	23.67							
19	G060721	ATT - PAYMENT CENTER	1488	16653830		21370	PHONE SRVCS 05/24/21-06/23/21	320.29							
20	G060721	ATT - PAYMENT CENTER	1488	16653831		21370	PHONE SRVCS 05/24/21-06/23/21	23.67							
21	G060721	ATT - PAYMENT CENTER	1488	16653832		21370	PHONE SRVCS 05/24/21-06/23/21	67.65							
22	G060721	ATT - PAYMENT CENTER	1488	16653833		21370	PHONE SRVCS 05/24/21-06/23/21	23.69							
23	G060721	ATT - PAYMENT CENTER	1488	16653834		21370	PHONE SRVCS 05/24/21-06/23/21	45.67							
24	G060721	ATT - PAYMENT CENTER	1488	16653835		21370	PHONE SRVCS 05/24/21-06/23/21	23.67							
25	G060721	ATT - PAYMENT CENTER	1488	16653836		21370	PHONE SRVCS 05/24/21-06/23/21	23.67							
26	G060721	ATT - PAYMENT CENTER	1488	16653837		21370	PHONE SRVCS 05/24/21-06/23/21	592.45							
27	G060721	ATT - PAYMENT CENTER	1488	16653838		21370	PHONE SRVCS 05/24/21-06/23/21	23.67							
28	G060721	ATT - PAYMENT CENTER	1488	16653839		21370	PHONE SRVCS 05/24/21-06/23/21	27.97							
29	G060721	ATT - PAYMENT CENTER	1488	16653840		21370	PHONE SRVCS 05/24/21-06/23/21	43.98							
30	G060721	ATT - PAYMENT CENTER	1488	16653841		21370	PHONE SRVCS 05/24/21-06/23/21	23.67							
31	G060721	ATT - PAYMENT CENTER	1488	16653842		21370	PHONE SRVCS 05/24/21-06/23/21	23.67							
32	G060721	ATT - PAYMENT CENTER	1488	16653843		21370	PHONE SRVCS 05/24/21-06/23/21	23.67							
33	G060721	ATT - PAYMENT CENTER	1488	16653844		21370	PHONE SRVCS 05/24/21-06/23/21	23.67							
34	G060721	ATT - PAYMENT CENTER	1488	16653845		21370	PHONE SRVCS 05/24/21-06/23/21	67.65							
35	G060721	ATT - PAYMENT CENTER	1488	16655369		21370	PHONE SRVCS 05/24/21-06/23/21	85.57							
36	G060721	ATV INC	4796	153020576		21368	AC #33: SUSPENSION WORK,POWER STEERING & ALIGNMEN	580.16							
37	G060721	BC LABORATORIES, INC.	63	B419525		21371	WTR SAMPLE TEST 06/01/21 BACTERIOLOGICAL	70.00							



Bill Pay List

A		B		C		D		E		F		G		H		I	
WarrantNo	Vendor	VendNo	ProjNo	InvNo	DIR #	CkNo	Description	Amounts									
38	G060721	BC LABORATORIES, INC.	63		B418578		21371	WW SAMPLE TEST 06/01/21 INFLUENT MONITORING				21371	WW SAMPLE TEST 06/01/21 INFLUENT MONITORING				70.00
39	G060721	BC LABORATORIES, INC.	63		B419589		21371	WTR SAMPLE TEST 06/01/21 BACTERIOLOGICAL				21371	WTR SAMPLE TEST 06/01/21 BACTERIOLOGICAL				42.00
40	G060721	BC LABORATORIES, INC.	63		B418616		21371	WW SAMPLE TEST 05/19/21 INFLUENT MONITORING				21371	WW SAMPLE TEST 05/19/21 INFLUENT MONITORING				153.00
41	G060721	BC LABORATORIES, INC.	63		B418777		21371	WTR SAMPLE TEST 05/25/21 BACTERIOLOGICAL				21371	WTR SAMPLE TEST 05/25/21 BACTERIOLOGICAL				70.00
42	G060721	BC LABORATORIES, INC.	63		B419054		21371	WW SAMPLE TEST 06/03/21 INFLUENT MONITORING				21371	WW SAMPLE TEST 06/03/21 INFLUENT MONITORING				70.00
43	G060721	BC LABORATORIES, INC.	63		B420000		21371	WW SAMPLE TEST 06/10/21 WASTE WATER				21371	WW SAMPLE TEST 06/10/21 WASTE WATER				70.00
44	G060721	BC LABORATORIES, INC.	63		B420055		21371	WTR SAMPLE TEST 06/15/21 WATER SAMPLES				21371	WTR SAMPLE TEST 06/15/21 WATER SAMPLES				100.00
45	G060721	BOOT BARN #26	1063		INV00110965		21372	FY 20/21 DAVID WEDEL BOOT ALLOWANCE				21372	FY 20/21 DAVID WEDEL BOOT ALLOWANCE				200.00
46	G060721	BOOT BARN #26	1063		INV00112592		21372	FY 20/21: STAN MADRON BOOT ALLOWANCE				21372	FY 20/21: STAN MADRON BOOT ALLOWANCE				162.38
47	G060721	BRIAN L. EDICK	4770		44337		21411	MAY 2021: VET SERVICES				21411	MAY 2021: VET SERVICES				1,435.00
48	G060721	BSK & ASSOCIATES, INC.	1052	21036	94665		21373	CENTRAL AVENUE WIDENING PROJECT SRVCS APR 21				21373	CENTRAL AVENUE WIDENING PROJECT SRVCS APR 21				450.00
49	G060721	CEN-CAL CONSTRUCTION	3848	20213	2123-01		21374	7TH STREET WELL REPAIRS				21374	7TH STREET WELL REPAIRS				51,151.00
50	G060721	CHRISTOPHER JOSEPH LA MEDICA	5361	20210	2134		21409	PAINTS 2 DOUBLE DOORS INTERIOR/EXTERIOR GRADE				21409	PAINTS 2 DOUBLE DOORS INTERIOR/EXTERIOR GRADE				575.00
51	G060721	CINTAS CORPORATION NO. 3	4480		4088265944		21375	UNIFORM SRVCS 06/25/21				21375	UNIFORM SRVCS 06/25/21				301.68
52	G060721	CINTAS CORPORATION NO. 3	4480		4087607449		21375	UNIFORMS SRVCS 06/18/21				21375	UNIFORMS SRVCS 06/18/21				256.49
53	G060721	CLARK PEST CONTROL	117		28406533		21376	JUN 2021: PEST CONTROL SERVICE				21376	JUN 2021: PEST CONTROL SERVICE				51.00
54	G060721	COASTLINE EQUIPMENT COMPANY	1947		803551		21377	DISPOSAL #17: WORK ON FUEL SYSTEM & OIL PAN GASKET				21377	DISPOSAL #17: WORK ON FUEL SYSTEM & OIL PAN GASKET				3,859.21
55	G060721	CUMMINS INC	376		Y8-7757		21378	ANNUAL GENERATOR MAINTENANCE 3/24/20-03/23/22				21378	ANNUAL GENERATOR MAINTENANCE 3/24/20-03/23/22				864.52
56	G060721	DAVID DANIEL	5368		12561-0205287040		21379	RFND CREDIT TO CUST #12561 0205287040				21379	RFND CREDIT TO CUST #12561 0205287040				56.72
57	G060721	DAVID KNOTT INC.	5358	20228	26931		21380	764 H ST DEMOLITION AGREEMENT 2021-015				21380	764 H ST DEMOLITION AGREEMENT 2021-015				39,223.60
58	G060721	DIAMOND TECHNOLOGIES, INC.	2724		28867		21381	Devices last logged on to WiFi				21381	Devices last logged on to WiFi				146.25
59	G060721	DIAMOND TECHNOLOGIES, INC.	2724		28905		21381	Adobe Acrobat Pro 2020 License				21381	Adobe Acrobat Pro 2020 License				2,245.00
60	G060721	EQUITY ANALYTICS CORP.	3735		12505-0125010330		21382	RFND CREDIT 0125010330 CUST#12505				21382	RFND CREDIT 0125010330 CUST#12505				65.56
61	G060721	FED EX	123		7-416-16492		21383	FEDEX JUN 25, 2021				21383	FEDEX JUN 25, 2021				228.24
62	G060721	FERGUSON ENTERPRISES INC	1008		1629663		21384	WELL #12; 10 INCH VALVE REPLACEMENT				21384	WELL #12; 10 INCH VALVE REPLACEMENT				1,553.78
63	G060721	GRANADOS, MARIO	4828		10835		21385	REMOVING 2 TREES FROM SAL BUILDING				21385	REMOVING 2 TREES FROM SAL BUILDING				2,100.00
64	G060721	INTERWEST CONSULTING GROUP, INC.	1571		70074		21386	PLAN CHECK SRVCS MAY 21				21386	PLAN CHECK SRVCS MAY 21				2,251.51
65	G060721	JEFFRIES BROS., INC	140		88812CT		21387	FUEL FOR MAY 2021				21387	FUEL FOR MAY 2021				11,224.74
66	G060721	JIM BURKE FORD LINCOLN	134		1434256		21388	DAR #63: HVAC MOTOR CANASTER & VALVES				21388	DAR #63: HVAC MOTOR CANASTER & VALVES				135.39
67	G060721	JORGENSEN & CO.	137		5949091		21389	INSTRUMENT CALIBRATION 06/15/21				21389	INSTRUMENT CALIBRATION 06/15/21				105.00
68	G060721	JORGENSEN & CO.	137		5949092		21389	SENSOR CALIBRATION				21389	SENSOR CALIBRATION				80.00
69	G060721	JORGENSEN & CO.	137		5949605		21389	INSTRUMENT CALIBRATION & REPAIR 06/15/21				21389	INSTRUMENT CALIBRATION & REPAIR 06/15/21				237.33
70	G060721	KERN COUNTY RECORDER	262		J.SIERRA 1517 ELM ST		21390	RECORDING FEE FOR JAMES SIERRA 1517 ELM ST				21390	RECORDING FEE FOR JAMES SIERRA 1517 ELM ST				20.00
71	G060721	KERN COUNTY WASTE MANAGEMENT DEPT.	19		WAS MAY 21		21391	MAY 2021: WASCO GATE FEE				21391	MAY 2021: WASCO GATE FEE				843.30
72	G060721	LINDA AVALOS OR JUDY BALL	5376		RECEIPT:1467681		21392	RFND CREDIT TRASH CONTAINER REPLACEMENT				21392	RFND CREDIT TRASH CONTAINER REPLACEMENT				40.00
73	G060721	MICHAEL J. WILCOX	5369		12614-0200015140		21393	RFND CREDIT TO CUST#12614 0200015140				21393	RFND CREDIT TO CUST#12614 0200015140				25.95
74	G060721	PETTY CASH/ANNEX	88		PETTY CASH/ANNEX6/21		21394	PETTY CASH TO FINANCE 09/14/20 & 04/12/21				21394	PETTY CASH TO FINANCE 09/14/20 & 04/12/21				45.00
75	G060721	PG & E COMPANY	85		07051823859 06/18/21		21395	UB 501 F STREET 06/18/21				21395	UB 501 F STREET 06/18/21				884.71
76	G060721	PG & E COMPANY	85		20533184923 06/14/21		21395	UB SW SE 11 27 24 N/S POSO .25M W/O PALM 06/14				21395	UB SW SE 11 27 24 N/S POSO .25M W/O PALM 06/14				7,943.67
77	G060721	R3 CONSULTING GROUP, INC.	3930		10394		21396	SB 1383 SUPPORT SERVICES: TASHK #3 & #5				21396	SB 1383 SUPPORT SERVICES: TASHK #3 & #5				3,693.75
78	G060721	READYREFRESH BY NESTLE	4027		11F0018613430		21397	05/15/21-06/14/21 DRINKING WTR				21397	05/15/21-06/14/21 DRINKING WTR				155.40
79	G060721	READYREFRESH BY NESTLE	4027		01F0033487406		21397	5/27/21 TO 6/6/21 DRINKING WTR				21397	5/27/21 TO 6/6/21 DRINKING WTR				20.70
80	G060721	RED WING BUSINESS ADVANTAGE ACCOUNT	4739		2.02106E+13		21398	FY 20/21 CRIS SHAW BOOT ALLOWANCE				21398	FY 20/21 CRIS SHAW BOOT ALLOWANCE				200.00
81	G060721	RINGER, BETTY	5374		1305996		21399	CAT TRAP DEPOSIT				21399	CAT TRAP DEPOSIT				65.00
82	G060721	ROADLINE PRODUCTS INC.	3189		16602		21400	ALUMINUM PAINT STENCIL FOR STREET DEPT				21400	ALUMINUM PAINT STENCIL FOR STREET DEPT				264.44
83	G060721	ROSA E. BALY	5367		16737-0350002210		21401	RFND CREDIT 221 PETERS ST				21401	RFND CREDIT 221 PETERS ST				241.50
84	G060721	ROSA E. BALY	5367		16737-0350002210.		21401	RFND CREDIT 221 PETERS ST.				21401	RFND CREDIT 221 PETERS ST.				80.50
85	G060721	SCHROETER, THOMAS F.	2732		44337		21402	LEGAL SRVCS MAY 21				21402	LEGAL SRVCS MAY 21				9,983.75
86	G060721	SHAFTER MISSIONARY BAPTIST CHURCH	5373		17042-0002016170		21403	RFND CREDIT 17042-0002016170 1617 2ND ST				21403	RFND CREDIT 17042-0002016170 1617 2ND ST				71.88
87	G060721	SOLENIS LLC	4012		131822574		21404	POLYMER USED TO DEWATER SLUDGE				21404	POLYMER USED TO DEWATER SLUDGE				4,542.63



Bill Pay List

A		B		C		D		E		F		G		H		I	
WarrantNo	Vendor	Vendor	ProjNo	InvNo	DIR #	CkNo	Description	Amounts									
88	G060721	SOUTHWESTERN EQUIPMENT COMPANY	4791	40166		21405	DISPOSAL #18, DUMP ARMS SET	1,972.66									
89	G060721	SULLY & SONS HYDRAULICS INC	366	0147900-IN		21406	DISPOSAL #22, #23 & #13 HYDRAULIC RAM & SEAL KIT	2,315.66									
90	G060721	THE GAS COMPANY	246	08207136329 JUN 21		21408	MULTIPLE ADDRESSES 05/12/21-06/11/21	116.75									
91	G060721	T-MOBILE	4899	964042089 JUN 21		21407	CELL PHONES SRVCS 05/21/21-06/20/21	753.49									
92	G060721	UNIVAR USA INC	111	49206413		21410	WELL #7: 4TH & POPLAR CHLORINE LIQUID	500.12									
93	G060721	UNIVAR USA INC	111	49206414		21410	WELL #14: 747 G ST CHLORINE LIQUID	525.12									
94	G060721	UNIVAR USA INC	111	49206415		21410	WELL #10: IRIS & GRIFFITH CHLORINE LIQUID	730.47									
95	G060721	UNIVAR USA INC	111	49206416		21410	WELL #8: POSO DRIVE CHLORINE LIQUID	626.12									
96	G060721	WILLBANKS ENVIRONMENTAL CONSULTING, INC.	4147	21836		21412	QUARTERLY GROUNDWATER REPORTS 2021	1,750.00									
97	G060721	WILLIAM C. STATLER	5136	NO. 4 MAY 2021		21413	MAY 21 FINANCIAL MNGMT SRVCS/PER AGRMNT 01/19/21	5,911.25									
98	G060721	WITCHER ELECTRIC, INC.	3856	37251AA		21414	TROUBleshoot FAN & CAPACITOR FAN WERE BOTH BAD	2,804.47									
99	G060721	WITCHER ELECTRIC, INC.	3856	37252AA		21414	WELL#12, TROUBleshoot&FOUND VIBRATION COMING FRN	293.88									
100	G060721	WITCHER ELECTRIC, INC.	3856	37253AA		21414	WELL314, CHANGED PARAMETERS IN VFD TO SET UP PID	734.70									
101	G060721	Total						179,228.76									
102	A060221	ADMINISTRATIVE SOLUTIONS-FRESNO	2208	44369		5070	MEDICAL CHECK RUN 06/22/21	3,119.27									
103	A060221	ADMINISTRATIVE SOLUTIONS-FRESNO	2208	44363		5070	MEDICAL CHECK RUN 06/16/21	11,746.44									
104	A060221	ADMINISTRATIVE SOLUTIONS-FRESNO	2208	44376		5070	MEDICAL CHECK RUN 06/29/21	3,667.88									
105	A060221	Total						18,533.59									
106	A070121	ADMINISTRATIVE SOLUTIONS-FRESNO	2208	44383		5074	MEDICAL CHECK RUN 07/06/21	2,714.95									
107	A070121	BLUE SHIELD OF CALIFORNIA	3591	2.1165E+11		5075	INS. PREMIUM JUL 21	50,328.79									
108	A070121	CSVRMA	78	RMA 2022-0052		5076	21/22 1ST QTR DEPOSIT LIABILITY & WORKER'S COMP	349,784.00									
109	A070121	METROPOLITAN LIFE INSURANCE COMPANY	4932	TS059540570001 JUL21		5077	INS. PREMIUM JUL 21	6,988.82									
110	A070121	Total						409,816.56									
111	G070221	ADVANTAGE ANSWERING PLUS	2564	000021-767-781		21481	ANSWERING SRVCS JUL 21	324.08									
112	G070221	AFFINITY TRUCK CENTER	405	F013223627-01		21482	DISPOSAL #18: AIR COMPRESSOR HOSE ASSEMBLY	334.59									
113	G070221	AMAZON CAPITAL SERVICES, INC	4968	1TLG-ZPNY-WHH6		21483	DISPOSAL #23 & #24: BACK UP CAMERA SYSTEMS	251.12									
114	G070221	AMERICAN REFUSE INC	183	108682		21484	RECYCLING @ 764 E ST FOR JULY 21	81.81									
115	G070221	AMERICAN REFUSE INC	183	107954		21484	RECYCLING @ 746 E ST JULY TO ST JUL 21 CART	21.51									
116	G070221	AMERICAN REFUSE INC	183	107953		21484	RECYCLING @ 801 8TH ST FOR JUL TO SEPT 2012 CART	21.51									
117	G070221	AMERICAN REFUSE INC	183	108681		21484	RECYCLING @ 801 8TH ST FOR JUL 21 3YD BIN	81.81									
118	G070221	CALLTOWER, INC	5098	200791758		21485	PHONE SRVCS JUL 21	33.70									
119	G070221	CINTAS CORPORATION NO. 3	4480	4088922854		21486	UNIFORM SRVCS 07/02/21	331.90									
120	G070221	COUNTY OF KERN	218	IN0455482		21487	ANNUAL FEES: WELL #12 - BUS PLAN & STATE SRVC	184.00									
121	G070221	COUNTY OF KERN	218	IN0455483		21487	ANNUAL FEES: WELL #2 - BUS PLAN & STATE SRVC	184.00									
122	G070221	COUNTY OF KERN	218	IN0455484		21487	ANNUAL FEES: WELL #11 - BUS PLAN & STATE SRVC	184.00									
123	G070221	COUNTY OF KERN	218	IN0455485		21487	ANNUAL FEES: WELL #5 - BUS PLAN & STATE SRVC	184.00									
124	G070221	COUNTY OF KERN	218	IN0449439		21487	ANNUAL FEES: BUS PLAN, STATE SRVC & SMALL HAZ GENT	364.00									
125	G070221	COUNTY OF KERN	218	IN0455480		21487	ANNUAL FEES: WELL #7 - BUS PLAN & STATE SRVC	184.00									
126	G070221	COUNTY OF KERN	218	IN0455481		21487	ANNUAL FEES: WELL #8 - BUS PLAN & STATE SRVC	184.00									
127	G070221	COUNTY OF KERN	218	IN055479		21487	ANNUAL FEES: WELL #10 - BUS PLAN & STATE SRVC	184.00									
128	G070221	FED EX	123	7-430-07241		21488	FEDEX JUL 9, 2021	23.90									
129	G070221	INTERSTATE SALES	177	8068		21489	20 QT SQUARE POST, 20 QT ANCHO, 40 QT RIVET	1,954.48									
130	G070221	JEFFRIES BROS., INC	140	91060		21490	55 GALLONS OF WHITE OIL	1,600.36									
131	G070221	KERN COUNTY AUDITOR-CONTROLLER COUNTY CLERK	27	LAFCO 21/22		21491	FY 21/22 RECOVERY OF LAFCO'S OPERATING COSTS	5,285.00									
132	G070221	KERN RIVER POWER EQUIPMENT	3386	121522		21492	STREET'S #WEED EATER: RECOIL STARTER	29.92									
133	G070221	KNIGHT'S PUMPING & PORTABLE SERVICE, INC	1075	100077		21493	6/29/21 to 7/26/21:GREEN WASTE PORT TOILET SRVC	60.27									
134	G070221	Total						12,087.96									
135	G061121	AMAZON CAPITAL SERVICES, INC	4968	166C-6XNR-974H		21465	BULLET TRAIN FOR DANIEL'S FAREWELL GIFT	39.19									
136	G061121	ATV INC	4796	153018796		21466	DAR #60: REAR PARKING BRAKES REPAIR	1,082.85									
137	G061121	BC LABORATORIES, INC.	63	B420238		21467	WTR SAMPLE TEST: 6/8/21 BACTERIOLOGICAL	70.00									



Bill Pay List

A		B		C		D		E		F		G		H		Amounts	
WarrantNo	Vendor	VendNo	ProjNo	InvNo	DIR #	CkNo	Description										
G061121	BC LABORATORIES, INC.	63		B420537		21467	WTR SAMPLE TEST: 6/10/21 WELL#7,8,10,14 BACTERIO										56.00
G061121	BC LABORATORIES, INC.	63		B421141		21467	WTR SAMPLE TEST: 6/15/21 BACTERIOLOGICAL										70.00
G061121	BC LABORATORIES, INC.	63		B421347		21467	WTR SAMPLE TEST: 6/17/21 WELL#11,12 DRINKING WATER										358.00
G061121	BC LABORATORIES, INC.	63		B420593		21467	WW SAMPLE TEST: 6/8/21 INFLUENT MONITORING										153.00
G061121	BC LABORATORIES, INC.	63		B420354		21467	WW SAMPLE TEST: 6/17/21 COMPOSITE INFLUENT										70.00
G061121	BC LABORATORIES, INC.	63		B421230		21467	WW SAMPLE TEST: 6/24/21 INFLUENT MONITORING										70.00
G061121	CITY OF WASCO/PUBLIC TRANSIT	1683		9793		21468	CNG FUEL JUN 21 FOR PUBLIC TRANSIT										393.19
G061121	CLARK PEST CONTROL	117		28406405		21469	JUNE 2021: PEST CONTROL SERV @ 5409 7TH ST										51.00
G061121	DEE JASPAR AND ASSOCIATES, INC	378	21027	21-05047		21470	WELL #15 PROJECT PROFESSIONAL MAY 2021										6,679.00
G061121	DEPARTMENT OF JUSTICE	1668		520396		21471	FINGERPRINTS FOR JUNE 2021										64.00
G061121	GENERAL OFFICE MACHINE COMPANY	1195		17286		21472	COPIER METER READING 06/01/21-07/01/21										358.07
G061121	GENERAL OFFICE MACHINE COMPANY	1195		17286		21472	COPIER METER READING 06/01/21-07/01/21										26.42
G061121	GOLDEN STATE PETERBILT	129		03P32255		21473	STREET #93: SENSOR REPAIR										283.31
G061121	HYDRAULIC CONTROLS INC	4974		2434356		21474	DISPOSAL #23: O RINGS PURCHASE										6.44
G061121	INNOVATIVE ENGINEERING SYSTEMS, INC	4907		37542		21475	COW FRESH WATER MDS FACTORY REPAIR										565.17
G061121	INNOVATIVE ENGINEERING SYSTEMS, INC	4907		37327		21475	COW WASTE WATER PLANT TROUBLESHOOT										1,131.80
G061121	LAWSON PRODUCTS INC	792		9308576927		21476	MATERIAL GEN:NYLON CABLE TIES SET & ELECT CONN SET										18.64
G061121	MIDSTATE SHEETMETAL INC.	5375	21010	2		21477	ANNEX ROOF REPAIRS APPLICATION #2										74,789.13
G061121	PG & E COMPANY	85		54155040196 07/08/21		21478	UB CENTRAL AVE & HWY 46 NW FLASHING BEACON 07/08/2										12.84
G061121	SOUTHERN CALIFORNIA GAS COMPANY	1438		06/01/21-07/01/21		21479	CNG FUEL BILL 06/01/21-07/01/21										138.51
G061121	THE BAKERSFIELD CALIFORNIAN	206		2738624		21480	ADVERTISING:ADMIN ASSIST & ACCOUNTING ASSIST										1,045.91
G061121 Total																	87,532.47
G060821	ACCOUNTEMPS	268		57959685		21416	TEMP M.SOLORIO WE 06/25/21										1,068.30
G060821	AFFINITY TRUCK CENTER	405		F013222839:01		21417	DISPOSAL #13: BRAKE VALVE										97.32
G060821	AFFINITY TRUCK CENTER	405		F013222343:01		21417	DISPOSAL #18: QUICK RELEASE VALVE										24.47
G060821	AFFINITY TRUCK CENTER	405		F013222343:02		21417	DISPOSAL #18: PARKING RELEASE VALVE										60.20
G060821	AFFINITY TRUCK CENTER	405		F013222343:03		21417	DISPOSAL #18: ROLLER KIT										43.30
G060821	AFLAC	108		84619		21418	INS. PREMIUM JUN 21										652.06
G060821	AMAZON CAPITAL SERVICES, INC	4968		19H7-VFJF-FCC7		21419	LOCKERS FOR THE DIAL-A-RIDE DRIVERS										173.20
G060821	AUTOZONE,INC	851		5346010184		21420	WATER #54: PM SERVICE FILTERS										86.69
G060821	BANK UP CORPORATION	4259		4630		21421	JUN 21 LOCKBOX PROCESSING										864.54
G060821	BRIGHT HOUSE NETWORK, LLC	68		6.41624E+13		21422	INTERNET SRVCS 06/28/21-07/27/21-COW										224.55
G060821	CALIFORNIA BUILDING STANDARDS COMMISSION	2575		GREEN FEES APR-JUN21		21423	GREEN FEES APR-JU 21										279.00
G060821	CITY OF SHAFTER	847		327		21424	FIRE SRVCS REVIEW CONTRACT CITIES CITY SHARE1/10										184.48
G060821	CITY OF WASCO/PUBLIC TRANSIT	1683		9801		21425	CNG FUEL JUN 21- SANITATION										4,253.63
G060821	COUNTRY TIRE & WHEEL	4953		2210205		21426	DISPOSAL GEN: 11 RECAP REAR TIRES										2,854.45
G060821	COUNTRY TIRE & WHEEL	4953		2210554		21426	WW #41: 4 NEW TIRES										576.67
G060821	DAVID KNOTT INC.	5358		26990		21427	CONCRETE & ASPHALT CRUSHING @ WWTR PLANT										9,875.00
G060821	DEE JASPAR AND ASSOCIATES, INC	378		21-05043		21428	TASK ORDER #6: PUMP & WTR SYST										1,155.00
G060821	DEE JASPAR AND ASSOCIATES, INC	378		21-05045		21428	UWMP UPDATE PROFESSIONAL SRVCS MAY 2021										552.00
G060821	DEE JASPAR AND ASSOCIATES, INC	378	20220	21-05046		21428	TASK ORDER #9: REPLACEMENT OF IRR WELL										3,014.00
G060821	DEE JASPAR AND ASSOCIATES, INC	378	20196	21-05044		21428	WELL #14 PROFESSIONAL SRVCS MAY 2021										1,512.00
G060821	DEE JASPAR AND ASSOCIATES, INC	378	21024	21-05048		21428	WELL #16 PROJECT: MUNICIPAL WELL										2,227.50
G060821	DEE JASPAR AND ASSOCIATES, INC	378	21024	21-05049		21428	WELL #16 PROJECT:STORAGE TANK&BOOSTER PUMP STATIO										2,865.69
G060821	DEPARTMENT OF CONSERVATION	273		SMI FEES APR-JUN 21		21429	SMI FEES APR-JUN 21										460.24
G060821	FED EX	123		7-423-59503		21430	FEDEX JUN 30, 21										173.90
G060821	GENERAL OFFICE MACHINE COMPANY	1195		17237		21432	CARTRIDGE SP 500HA FOR FINANCE										195.76
G060821	GLOBAL ENVIRONMENTAL PRODUCTS, INC	4681		664274		21433	DISPOSAL #25: FLANGED CAP & ELEVATOR BEARING										684.23
G060821	GOLD COAST ENVIRONMENTAL	3541		12813		21434	ANNUAL METER CALIBRATIONS										2,255.00
G060821	HAAKER EQUIPMENT COMPANY	4114		C71301		21436	DISPOSAL #17: GUTTER BROOM ACTUATOR										971.73

Bill Pay List

A		B		C		D	E		F	G	H	I	
WarrantNo	Vendor	Vendor	ProjNo	InvNo	DIR #	CkNo	Description	Amounts					
188	G060821	HINDERLITER DELLAMAS & ASSOCIATES	1184	SIN009265		21437	CONTRACT/AUDIT SRVCS TAX PERIOD Q4/2020	1,345.50					
189	G060821	HINDERLITER DELLAMAS & ASSOCIATES	1184	SIN009670		21437	CONTRACT SERVICES-TRANS TAX 04/2020	300.00					
190	G060821	HOLLOWAY ENVIRONMENTAL SOLUTIONS, LLC.	2651	1502		21438	MAY 2021 BIOSOLID LOADS	2,591.46					
191	G060821	HYDRAULIC CONTROLS INC	4974	2430818		21439	DISPOSAL #23 HYDRAULIC RAMS SEAL KIT	462.77					
192	G060821	INFOMART, INC.	4345	918458		21440	BACKGROUND CHECK 06/22/21	95.85					
193	G060821	JEFFRIES BROS., INC	140	89112		21441	DISPOSAL #GEN: HYDRAULIC FLUID 32 GAL	1,057.08					
194	G060821	JIM BURKE FORD LINCOLN	134	1435889		21442	DAR #60: A/C RESERVE CHECK VALVE	67.72					
195	G060821	KERN MACHINERY	4011	101-867889		21443	STREET #107: WHEEL BEARINGS, NUTS, BLADES, SEAL	57.12					
196	G060821	KERN MACHINERY	4011	101-868125		21443	STREET #107: WHEEL BEARINGS, NUTS, BLADES, SEAL	79.73					
197	G060821	KERN MACHINERY	4011	101-868204		21443	STREET #107: WHEEL BEARINGS, NUTS, BLADES, SEAL	8.38					
198	G060821	KERN MACHINERY	4011	101-869892		21443	STREET #107: WHEEL BEARINGS, NUTS, BLADES, SEAL	169.78					
199	G060821	KERN MACHINERY	4011	101-868219		21443	RETURN FRM:INN:101-867889 THRU 101-869892	(72.14)					
200	G060821	LACAL EQUIPMENT INC.	4673	0346036-IN		21444	DISPOSAL #17: CROSSWIND SHOE WITH SHOE PLATE	1,107.26					
201	G060821	LITTENS BACKHOE SERVICE	186	1290		21445	WINDOW TINTING FOR BUILDINGS:CH,PLAN & FIN	2,900.00					
202	G060821	MAXEY, SCOTT	2285	REIMB 1515 2ND ST		21446	RFND FOR REPLACEMENT CONTAINER 1515 2ND ST	40.00					
203	G060821	MIDSTATE SHEETMETAL INC.	5375	21010		21447	ANNEX ROOF REPAIRS APPLICATION #1	4,309.96					
204	G060821	PETERSON AUTO SUPPLY	152	346637		21448	DISPOSAL #18: AIR DRAIN VALVE	32.35					
205	G060821	PG & E COMPANY	85	46754368564 06/28/21		21449	UB NE COR CENTRAL AVE & MARGALO ST 06/28/21	177.65					
206	G060821	PG & E COMPANY	85	83658717562 06/16/21		21449	UB ANNEX PARKING LIGHT 06/16/21	10.86					
207	G060821	PG & E COMPANY	85	35931967851 07/06/21		21449	UB NW NE SE 9 27 24 GEN-ANNEX BUILDING 07/06/21	375.28					
208	G060821	PG & E COMPANY	85	67155644395 06/24/21		21449	UB 5410 7TH ST 06/24/21	7,162.97					
209	G060821	PG & E COMPANY	85	51997041895 06/21/21		21449	UB 06/21/21 MULTIPLE LOCATIONS	40,636.55					
210	G060821	PLUMBERS DEPOT, INC.	2423	PD-48099		21450	REPLACEMENT JETTER HOSE	172.42					
211	G060821	PLUMBERS DEPOT, INC.	2423	PD-48115		21450	REPLACEMENT JETTER HOSE	1,147.45					
212	G060821	PLUMBERS DEPOT, INC.	2423	PD-48699		21450	VACUUM TRUCK	427,183.75					
213	G060821	QUADIENT FINANCE USA,INC	1844	POSTAGE JUN 21		21451	POSTAGE FOR JUN 2021	263.48					
214	G060821	R3 CONSULTING GROUP, INC.	3930	10427		21452	SB 1383 SUPPORT SERVICES: TASK #2,3,5	2,250.00					
215	G060821	RICHARDS, WATSON, GERSHON A PROFESSIONAL CORP	3343	232370		21453	LEGAL SRVCS MAY 21	2,675.00					
216	G060821	SANDOVAL INDUSTRIES LLC	1180	298		21454	DISPOSAL #14: ARMS REPAIRS FOR BROKEN WELD	248.98					
217	G060821	SWAGIT PRODUCTIONS, INC	5178	16668		21456	VIDEO STREAMING SERVICE: NOVEMBER 2020	1,435.00					
218	G060821	THE BAKERSFIELD CALIFORNIAN	206	62189223		21457	ADVERTISING:WATER & SEWER RATE AD & UNIFORM RFP A	478.32					
219	G060821	THE BAKERSFIELD CALIFORNIAN	206	89223		21457	PALM AVE RSTP & PALM AVE SHOULDER REHAB ADS	682.74					
220	G060821	THE BAKERSFIELD CALIFORNIAN	206	89223		21457	PALM AVE RSTP & PALM AVE SHOULDER REHAB ADS	682.74					
221	G060821	THE SHAFTER PRESS/ WASCO TRIBUNE	4787	2279		21455	ADVERTISING:LLMD MAINTENANCE AD	51.00					
222	G060821	THE SHAFTER PRESS/ WASCO TRIBUNE	4787	2247		21455	ADVERTISING:SB 1383 COMMERCIAL ORGANIC WTR RCYCLN	225.00					
223	G060821	THE SHAFTER PRESS/ WASCO TRIBUNE	4787	2266		21455	ADVERTISING:I UNIFORM RFP AD	81.00					
224	G060821	THE SHAFTER PRESS/ WASCO TRIBUNE	4787	2280		21455	ADVERTISING:WATER & SEWER RATES ADS	33.00					
225	G060821	TRADICIONES MARKETS, INC	5259	670 JUN 21		21431	JUN 2021: 670 UB TRANSACTION	120.60					
226	G060821	UNIVERSAL URGENT CARE & OCCUPATIONAL MEDICIN	5268	EM005573		21458	PHYSICAL DOT 05/28/21	90.00					
227	G060821	VALLEY POWER SYSTEMS INC	5287	882524		21459	DISPOSAL #22: TRANSMISSION SPEED SENSOR	96.70					
228	G060821	VERIZON WIRELESS SERVICE LLC	4237	9882765781		21460	CELL PHONES & IPADS 05/26/21-06/25/21	1,137.65					
229	G060821	Total						539,355.87					
230	G070121	ACCOUNTEMPS	268	57999133		21461	TEMP M.SOLORIO WE 07/02/21	842.11					
231	G070121	ALVAREZ, JUAN	5378	REFUND POOL PERMIT		21462	REFUND GREEN FEE 2513 KRISTA ST POOL PERMIT	1.00					
232	G070121	DAVID KNOTT INC.	5358	17326		21463	RFND CONST. WTR METER DEP CUST#17326	1,000.00					
233	G070121	M & S SECURITY SERVICES	4445	67467		21464	JUL 21 ALARM MONITOR/STARLINK/MAINT-CITY HALL	135.00					
234	G070121	M & S SECURITY SERVICES	4445	67465		21464	JUL 21 ALARM MONITOR/STARLINK/MAINT-WWT PLANT	330.00					
235	G070121	M & S SECURITY SERVICES	4445	67469		21464	JUL 21 ALARM MONITOR/STARLINK/MAINT-PUBLIC WORKS	135.00					
236	G070121	M & S SECURITY SERVICES	4445	67464		21464	JUL 21 ALARM MONITOR/STARLINK/MAINT-PUBLIC WORKS	165.00					
237	G070121	M & S SECURITY SERVICES	4445	67468		21464	JUL 21 ALARM MONITOR/STARLINK/MAINT-FIN & PLANNING	135.00					



Bill Pay List

	A	B	C	D	E	F	G	H	I
	WarrantNo	Vendor	VendNo	ProjNo	InvNo	DIR #	CkNo	Description	Amounts
238	G070121	M & S SECURITY SERVICES	4445		67466		21464	JUL 21 ALARM MONITOR/STARLINK/MAINT-COURT HOUSE	165.00
239	G070121	M & S SECURITY SERVICES	4445		67539		21464	JUL 21 ALARM MONITOR/STARLINK/MAINT-BUILDING SHOF	135.00
240	G070121	M & S SECURITY SERVICES	4445		67538		21464	JUL 21 ALARM MONITOR/STARLINK/MAINT-PIONEER BLDIN	135.00
241	G070121 Total							Grand Total	3,178.11
242									1,249,733.32



STAFF REPORT CITY OF WASCO

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Isarel Perez-Hernandez, Finance Director

DATE: July 20, 2021

SUBJECT: Receive and File the Investment Report for the month ended June 30, 2021.

Recommendation:

Staff recommends the City Council receive and file the Investment Report for the month ended June 30, 2021.

Background:

This report is prepared and presented to the City Manager and City Council pursuant to the City's Investment Policy requirements and the California Government Code. The City's investment policy requires the Treasurer or Chief Fiscal Officer to render monthly investment reports to the City Manager and the City Council. It requires certain information about the City's investments to be presented in the report and that the report contains statements that:

- 1) The City is in compliance with its investment policy; and
- 2) The City is able to meet its expenditure requirements for the following six (6) months or provide an explanation of why sufficient funds will or may not be available.

The City's investment strategy continues to prioritize its investment opportunities on the following; in order of importance:

- 1) Safety;
- 2) Liquidity; and
- 3) Yield

This strategy is consistent with the Government Code and stresses keeping the citizens' funds safe and available for operations rather than attempting to maximize returns by making riskier investments.

The Finance Department has prepared the Investment Report for the month ended June 30, 2021. This report meets the latest requirements of the City's Investment Policy as presented to the City Council on June 16, 2020, as well as Government Code Section 53646.

Discussion:

The City's total cash and Investments market value at June 30, 2021, is \$47,318,577 compared to \$47,012,419 on May 31, 2021. This is a \$306,158 increase from the previous month (\$314,174 increase on a cost basis).

A series of cashed checks and deposits resulted in the \$301,974 increase in the cash on hand from May to June, especially the receipts of the sales tax and apportionment and measure x apportionment totaling \$377,950.52.

As of June 30, 2021, the City has \$32.7 million (69.28%) of its Cash and Investment Portfolio held in the State of California Local Agency Investment Fund ("LAIF"), which earned 0.44 % during the quarter (ended March 31, 2021). This earnings rate exceeded the short-term benchmark. Other cash pools held a combined \$6.1 million (13.06 %) of the City's Cash and Investment Portfolio. The City also has \$3.1 million (6.59 % of its Portfolio) held by UnionBanc Investment Services ("UBIS") and invested, pursuant to City instructions, in Certificates of Deposit and Governmental Securities with a Money Market account being used to maximize returns on otherwise idle cash.

The metrics used in the attached report are based on Securities issued by the United States Government. The short-term benchmark of 0.04 % is the average earned by a 3-month Treasury Bill during the month ended June 30, 2021, and the long and medium-term benchmark of 0.30 % is the average earnings of 2-year and 3-year treasury notes during that time frame. Lastly, the one-year U.S Treasury benchmark for the month ended June 30, 2021, was 0.07%.

All the information presented in this report is consistent with the disclosures included in the City's Audited Financial Statements previously presented to the City Council.

Fiscal Impact:

There is no fiscal impact on this action

Attachments:

1. Investment Report for the month ended June 30, 2021.



Investment Report
Wednesday, June 30, 2021

	Average Earnings Rate this Month	Metrics (3)	Cost	Market Value(1)	Days	% of Portfolio	WAM (2)
Investments							
Local Agency Investment Fund (LAIF) - Beginning	Available Quarterly	0.04%	32,621,171	32,781,433			
Local Agency Investment Fund (LAIF) - Deposit Wells Fargo			-	-			
Local Agency Investment Fund (LAIF) - Total			32,621,171	32,781,433	7	69.28 %	0.01
Other Cash Pools:							
CSJVRMA Investment Pool	1.41%	0.04%	1,259,494	1,289,490	7	2.73 %	0.00
Cal Trust Short Term Money Market Fund	0.22%	0.04%	1,590,089	1,601,670	1	3.38 %	0.05
Cal Trust Medium Term Money Market Fund	0.38%	0.30%	3,223,658	3,290,591	3	6.95 %	0.00
Investments held in trust by UnionBanc Investment Services, Inc. (see Details on next page)							
Certificates of Deposit	3.06%	0.30%	3,000,000	3,066,365	3,604	6.48 %	0.05
Money Market Funds (June 30, 2021)	0.01%	0.04%	52,749	52,749	1	0.11 %	0.00
Investments current month (June 30, 2021)			41,747,161	42,082,297			0.05
Investments previous month (May 31, 2021)			41,734,961	42,078,113			
Less New Cash Investment			-	-			
Net Investment Increase(Decrease) (June 30, 2021)			12,200	4,184			
Cash on Hand (June 30, 2021)			5,236,280.02	5,236,280	1	12.44 %	0.00
Cash Transfer In from LAIF			-	-			
			5,236,280	5,236,280			
Cash on Hand previous month (May 31, 2020)			4,934,306	4,934,306	1		-
Total Deposits and Cash on Hand - Increase(Decrease)			301,974	301,974			
Total Cash and Investments (June 30, 2021)			46,983,441	47,318,577			
Total Cash and Investments previous month (May 31, 2021)			46,669,267	47,012,419			

(i) The City's Portfolio of Investments comply with the City's Investment Policy.

(ii) According to Government Code Section 53646(b)(3) this report shall include a statement denoting the City's ability to meet its expenditure requirement for the next six months. The City has sufficient available funds on hand to meet its estimated expenditures for the next six months but is also relying on cash inflows to supplement its available funds.

(1) Sources: State of CA PMIA, National Financial Services, LLC and published Sources

(2) Weighted Average Maturity

(3) Metrics from public sources

- Long and Medium Term Portfolio: Average US Treasury Note 2 and 3 year rate
- Short Term Portfolio: 13 Week Treasury Bill Rate
- One-year U.S Treasury Benchmark .07%

(*) May include true-up adjustments from previous periods.

Certificates of Deposit and Government Securities Held in trust by Unionbanc Investment Services
June 30, 2021

Investment	Tranche if applicable	CUSIP	Rate	Maturity	Cost	Market Value ⁽¹⁾	Days	% of Portfolio	WAM ⁽²⁾
CERTIFICATES OF DEPOSIT									
PRIVATEBANK &TC CHICAGO ILL		74267GVM6	1.500 %	8/30/2021	250,000	250,590	61	0.53 %	0.00
WELLS FARGO BANK NATL ASSN		949763AM8	1.600 %	8/31/2021	250,000	250,358	62	0.53 %	0.00
ALLY BANK MIDVALE UTAH		02007GEY5	3.000 %	9/13/2021	250,000	251,535	75	0.53 %	0.00
SALLIE MAE BK SLT LAKE CITY UT		795450W35	3.000 %	9/13/2021	250,000	251,535	75	0.53 %	0.00
CROSSFIRST BK LEAWOOD KS		2276ABQ7	1.850 %	9/22/2021	250,000	251,025	84	0.53 %	0.00
STEARNS BK NA ST CLOUD MN		857894UM9	1.950 %	9/29/2021	250,000	251,175	91	0.53 %	0.00
FIRST PREMIER BK SIOUX FALLS		33610RRG0	1.950 %	10/5/2021	250,000	251,280	97	0.53 %	0.00
INSBANK NASHVILLE TENN		45776NCU8	3.050 %	9/21/2022	250,000	258,955	448	0.53 %	0.01
AMERICAN EXPRESS CENTRN		02587D2Q0	2.500 %	10/5/2022	250,000	257,833	462	0.53 %	0.01
AMERICAN EXP FED SVGS BK		02587CHK9	2.500 %	12/12/2022	250,000	258,290	530	0.53 %	0.01
COMENTITY CAP BK UTAH		20033AF43	3.300 %	9/14/2023	250,000	266,810	806	0.53 %	0.01
CITIBANK NATIONAL ASSOCIATION		17312QT33	3.300 %	9/21/2023	250,000	266,980	813	0.53 %	0.01
TOTAL CERTIFICATES OF DEPOSIT					3,000,000	3,066,365	3,604	6.48 %	0.05
MONEY MARKET FUNDS									
FIDELITY TREASURY MMT CAPITAL RESERVES		FSRXX	0.010 %	7/1/2021	52,749	52,749	1	0.11 %	0.00
Total Held by Unionbanc Investment Services					3,052,749	3,119,114	3,605	6.59 %	0.05

(1) Sources: National Bank Financial Services, LLC

(2) Weighted Average Maturity



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: Scott Hurlbert, City Manager

DATE: July 20, 2021

SUBJECT: Approval of City of Wasco COVID-19 Prevention Program (CPP).

Recommendation:

Staff recommends Approval of the City of Wasco COVID-19 Prevention Program (CPP).

Discussion:

The City of Wasco's COVID-19 Prevention Program (CPP) is designed to control employees' exposures to the SARS-CoV-2 virus (COVID-19) that may occur in our workplace. With some exceptions, all employers and places of employment are required to establish and implement an effective written COVID-19 Prevention Program (CPP) pursuant to the Emergency Temporary Standards in place for COVID-19 (California Code of Regulations (CCR), Title 8, section 3205(c). Cal/OSHA developed a model program to assist employers with creating their own unique CPP tailored to their workplace. The City of Wasco, following the guidance of the Cal/OSHA model and created the attached CPP.

The purpose of the City of Wasco's COVID-19 Prevention Program ("CPP") is to provide employees a healthy and safe workplace as required under the California Occupational Safety and Health Act (Lab. Code §§ 6300, et seq.) and associated regulations (8 C.C.R. § 3205). Nothing in this CPP precludes the City of Wasco from complying with federal, state, or local laws or public health orders or guidance that may recommend or require measures that are more prescriptive and/or restrictive than those that are provided herein.

The CPP shall apply to all City of Wasco employees, including those who are "fully vaccinated." The program identifies employees' requirements, including but not limited to completion of COVID-19 Exposure Contact Tracing, face covering, respirators, and PPE. Other items include immediately reporting to their manager or supervisor or the Department of Human Resources any of the following: (1) the employee's presentation of COVID-19 symptoms; (2) the employee's possible COVID-19 close contact exposures; (3) possible COVID-19 hazards at City of Wasco worksites or facilities.

The CPP also outlines Employer responsibilities, including but not limited to testing availabilities for the employees, cleaning measures, PPE, face mask, respirators, reporting, and record keeping.

The City of Wasco strives to maintain a workplace that is free from recognized hazards, such as COVID-19. The City will make changes through established processes and advise employees of material changes within a reasonable time period of any future updates.

Fiscal Impact:

No Fiscal impact.

Attachments:

1. Resolution
2. COVID-19 Prevention Program (CPP)

RESOLUTION NO. 2021 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO APPROVING THE CITY OF
WASCO COVID-19 PREVENTION PROGRAM (CPP).

WHEREAS, the City Council Approval of a Resolution to approve the City of Wasco COVID-19 Prevention Program (CPP).; and

WHEREAS, The City of Wasco's COVID-19 Prevention Program (CPP) is designed to control employees' exposures to the SARS-CoV-2 virus (COVID-19) that may occur in our workplace.

NOW THEREFORE BE IT RESOLVED,

SECTION 1: Approves the City of Wasco COVID-19 Prevention Program (CPP).

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2021 - was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on July 20, 2021, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Attest: _____

MARIA O. MARTINEZ
CITY CLERK and Ex Officio Clerk of
the Council of the City of Wasco



COVID-19 Prevention Program (“CPP”)

CITY OF WASCO COVID-19 PREVENTION PROGRAM (CPP)

PURPOSE:

The purpose of the City of Wasco's COVID-19 Prevention Program ("CPP") is to provide employees a healthy and safe workplace as required under the California Occupational Safety and Health Act (Lab. Code §§ 6300, *et seq.*) and associated regulations (8 C.C.R. § 3205).

Nothing in this CPP precludes the City of Wasco from complying with federal, state, or local laws or public health order or guidance that may recommend or require measures that are more prescriptive and/or restrictive than those that are provided herein.

SCOPE

Unless one of the exceptions provided below applies, this CPP shall apply to all City of Wasco employees (hereinafter referred to as "employees"), including those who are "fully vaccinated".

The following employees are exempt from coverage under the CPP: (1) Employees who are teleworking from home or a location of the employee's choice that is not under the control of the City of Wasco; (2) Employees who are working in or at a work location and do not have contact with any other individuals; and (3) Employees that because of their tasks, activities or work location have occupational exposure as defined by the Aerosol Transmissible Diseases ("ATD") regulation (*i.e.*, 8 C.C.R. § 5199).

DEFINITIONS:

For the purposes of the CPP, the following definitions shall apply:

"Close contact COVID-19 exposure" means being within six (6) feet of a COVID-19 case for a cumulative total of 15 minutes or greater in any 24-hour period within or overlapping with the "high-risk exposure period" as defined here. This definition applies regardless of the use of face coverings. Employees who were wearing a respirator as required by the City of Wasco and who used such respirator in compliance with Title 8 Section 5144 during contact with a COVID-19 case will be deemed not to have had close contact COVID-19 exposure.

"COVID-19" means coronavirus disease, an infectious disease caused by the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2).

"COVID-19 case" means a person who either:

- Has a positive COVID-19 test as defined in this section¹;
- Is subject to COVID-19-related order to isolate issued by a local or state health official;
- Has a positive COVID-19 diagnosis from a licensed health care provider; or

¹ Not to include false positive exams.

- Has died due to COVID-19, in the determination of a local health department or per inclusion in the COVID-19 statistics of a county.

“COVID-19 hazard” means potentially infectious material that may contain SARS-CoV-2, the virus that causes COVID-19. Potentially infectious materials include airborne droplets, small particle aerosols, and airborne droplet nuclei, which most commonly result from a person or persons exhaling, talking or vocalizing, coughing, or sneezing, or from procedures performed on persons which may aerosolize saliva or respiratory tract fluids. This also includes objects or surfaces that may be contaminated with SARS-CoV-2.

“COVID-19 symptoms” means one of the following:

- fever of 100.4 degrees Fahrenheit or higher or chills;
- cough;
- shortness of breath or difficulty breathing;
- fatigue;
- muscle or body aches;
- headache;
- new loss of taste or smell;
- sore throat;
- congestion or runny nose;
- nausea or vomiting; or
- diarrhea, unless a licensed health care professional determines the person’s symptoms were caused by a known condition other than COVID-19.

“COVID-19 test” means a viral test for SARS-CoV-2 that is both: (1) Approved by the United States Food and Drug Administration (“FDA”) or has an Emergency Use Authorization (“EUA”) from the FDA to diagnose current infection with the SARS-CoV-2 virus; and (2) Administered in accordance with the FDA approval or the FDA EUA as applicable.

“Exposed group” means all employees at a work location, working area, or a common area at work, where a COVID-19 case was present at any time during the high-risk exposure period. However, if the COVID-19 case visited a work location, working area, or a common area at work for less than 15 minutes during the high-risk exposure period, and all employees were wearing face coverings at the time the COVID-19 case was present, other people at the work location, working area, or common area would not constitute part of the exposed group. Common areas at work includes bathrooms, walkways, hallways, aisles, break or eating areas, and waiting areas. However, places where employees momentarily pass through while everyone is wearing face coverings, without congregating, is not a work location, working area, or a common area at work.

“Face covering” means a surgical mask, a medical procedure mask, a respirator worn voluntarily, or a tightly woven fabric or non-woven material of at least two layers. A face covering has no visible holes or openings, and must cover the

nose and mouth. A face covering does not include a scarf, ski mask, balaclava, bandana, turtleneck, collar, or single layer of fabric.

“Fully vaccinated” means the City of Wasco has documented that the person received, at least 14 days prior, either the second dose in a two-dose COVID-19 vaccine series or a single-dose COVID-19 vaccine. Vaccines must be FDA approved; have an emergency use authorization from the FDA; or, for persons fully vaccinated outside the United States, be listed for emergency use by the World Health Organization (WHO).

“High-risk exposure period” means the following: For COVID-19 cases who develop COVID-19 symptoms: from two (2) days before they first develop symptoms until each of the following are true: (1) it has been ten (10) days since symptoms first appeared; (2) 24 hours have passed with no fever, without the use of fever-reducing medications; and (3) symptoms have improved; or For COVID-19 cases who never develop COVID-19 symptoms: from two (2) days before until ten (10) days after the specimen for their first positive test for COVID-19 was collected.

“Respirator” means a respiratory protection device approved by the National Institute for Occupational Safety and Health (“NIOSH”) to protect the wearer from particulate matter, such as an N95 filtering facepiece respirator.

“Worksite,” for the limited purposes of COVID-19 prevention regulations only, means the building, store, facility, agricultural field, or other location where a COVID-19 case was present during the high-risk exposure period. It does not apply to buildings, floors, or other locations of the City of Wasco that a COVID-19 case did not enter.

PROGRAM

A. SYSTEM FOR COMMUNICATING WITH EMPLOYEES

The City of Wasco requires that employees immediately report to their manager or supervisor or to the Department of Human Resources any of the following: (1) the employee’s presentation of COVID-19 symptoms; (2) the employee’s possible COVID-19 close contact exposures; (3) possible COVID-19 hazards at City of Wasco worksites or facilities.

The City of Wasco has not and will not discriminate or retaliate against any employee who makes such a report.

Our goal is to ensure that we have effective two-way communication with our employees, in a form they can readily understand, and that it includes the following information:

- Employees are to report COVID-19 symptoms and possible hazards to Human Resources Department 661-759-5210 navera@cityofwasco.org and or their instructed director supervisor.

- Employee are not to report to work when sick.
- Employees can report symptoms and hazards without fear of reprisal.
- Our procedures or policies for accommodating employees with medical or other conditions that put them at increased risk of severe COVID-19 illness.
- Where testing is not required, how employees can access COVID-19 testing at a local testing center.
- In the event we are required to provide testing because of a workplace exposure or outbreak, we will communicate the plan for providing testing and inform affected employees of the reason for the testing and the possible consequences of a positive test. Testing will be provided at no cost to the employee during working hours, including when the testing is in response to CCR Title 8 section 3205.1, Multiple COVID-19 Infections and COVID-19 Outbreaks, as well as section 3205.2, Major COVID-19 Outbreaks.

Information about COVID-19 hazards employees (including other employers and individuals in contact with our workplace) may be exposed to, what is being done to control those hazards, and our COVID-19 policies and procedures.

1. **Reporting COVID-19 Symptoms, Possible COVID-19 Close Contact Exposures, and Possible COVID-19 Hazards at [Employer] Worksites and Facilities**

The City of Wasco requires that employees immediately report to their manager or supervisor or to the Department of Human Resources any of the following: (1) the employee's presentation of COVID-19 symptoms; (2) the employee's possible COVID-19 close contact exposures; (3) possible COVID-19 hazards at City of Wasco worksites or facilities.

The City of Wasco has not and will not discriminate or retaliate against any employee who makes such a report.

2. **Accommodations Process for Employees with Medical or Other Conditions that Put them at Increased Risk of Severe COVID-19 Illness**

The City of Wasco provides for an accommodation process for employees who have a medical or other condition identified by the Centers for Disease Control and Prevention ("CDC") or the employees' health care provider as placing or potentially placing the employees at increased risk of severe COVID-19 illness.

For all employees who request such an accommodation, including fully vaccinated employees, the City of Wasco will require that the employee provide information from the employee's health care provider explaining why the employee requires an accommodation.

The CDC identifies the following medical conditions and other conditions as placing or potentially placing individuals at an increased risk of severe COVID-19 illness

The CDC guidance provides that adults of any age with the following conditions are at increased risk of severe illness from the virus that causes COVID-19:

1. Cancer
2. Chronic kidney disease
3. COPD (chronic obstructive pulmonary disease)
4. Heart conditions, such as heart failure, coronary artery disease, or cardiomyopathies
5. Immunocompromised state (weakened immune system) from solid organ transplant
6. Obesity (body mass index [BMI] of 30 kg/m² or higher but < 40 kg/m²)
7. Severe Obesity (BMI ≥ 40 kg/m²)
8. Pregnancy
9. Sickle cell disease
10. Smoking
11. Type 2 diabetes mellitus

The CDC guidance also provides that adults of any age with the following conditions might be at an increased risk for severe illness from the virus that causes COVID-19:

1. Asthma (moderate-to-severe)
2. Cerebrovascular disease (affects blood vessels and blood supply to the brain)
3. Cystic fibrosis
4. Hypertension or high blood pressure
5. Immunocompromised state (weakened immune system) from blood or bone marrow transplant, immune deficiencies, HIV, use of corticosteroids, or use of other immune weakening medicines
6. Neurologic conditions, such as dementia
7. Liver disease
8. Overweight (BMI > 25 kg/m², but < 30 kg/m²)
9. Pulmonary fibrosis (having damaged or scarred lung tissues)
10. Thalassemia (a type of blood disorder)
11. Type 1 diabetes mellitus

The City of Wasco periodically reviews the following web address in order to account for any additional medical conditions and other conditions that the CDC has identified as placing or potentially placing individuals at an increased risk of severe COVID-19:

<https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/people-with-medical-conditions.html> (Last updated on May 13, 2021).

Employees are encouraged to review the list of medical conditions and other condition provided above in order to determine whether they have such a condition.

To request an accommodation, employees may make a request with their manager or supervisor or the Department of Human Resources.

3. COVID-19 Testing

The City of Wasco possesses authority to require that employees who report to work at City of Wasco worksites or facilities be tested for COVID-19.

Where the City of Wasco requires testing, the City of Wasco has adopted policies and procedures that ensure the confidentiality of employees' medical information and comply with the Confidentiality of Medical Information Act ("CMIA"). Specifically, the City of Wasco will keep confidential all personal identifying information of COVID-19 cases or persons with COVID-19 symptoms, unless expressly authorized by the employee to disclose such information or as otherwise permitted or required under the law.

4. COVID-19 Hazards

The City of Wasco will notify employees and subcontracted employees of any potential COVID-19 exposure at a City of Wasco worksite or facility where a COVID-19 case and employees were present on the same day. The City of Wasco will notify employees of such potential exposures within one (1) business day, in a way that does not reveal any personal identifying information of the COVID-19 case.

The City of Wasco will also notify employees of cleaning and disinfecting measures the City of Wasco is undertaking in order to ensure the health and safety of the City of Wasco worksite or facility where the potential exposure occurred.

B. IDENTIFICATION AND EVALUATION OF COVID-19 HAZARDS AT CITY OF WASCO WORKSITES AND FACILITIES

1. Screening Employees for COVID-19 Symptoms

The City of Wasco possesses authority to require employees to self-screen for COVID-19 symptoms. Employees will self-screen for COVID-19 symptoms prior to reporting to any City of Wasco worksite or facility. Please reference Appendix A: Employee Self-Screening Checklist.

2. Responding to Employees with COVID-19 Symptoms

Should an employee present COVID-19 symptom(s) during a self-screen, the employee must remain at or return to their home or place of residence and not report to work until such time as the employee satisfies the minimum criteria in order to return to work (as discussed in Section IV.J. of this CPP).

The City of Wasco will advise employees of any leaves to which they may be entitled during this self-quarantine period, including, but not limited to COVID-19 Supplemental Paid Sick Leave ("SPSL").

Further, the City of Wasco has adopted policies and procedures that will ensure the confidentiality of employees and comply with the CMIA, and the City of Wasco will not disclose to other employees the fact that the employees presented COVID-19 symptoms.

3. [Employer]'s Response to COVID-19 Cases

In the event that an employee tests positive for COVID-19 or is diagnosed with COVID-19 by a health care provider, the City of Wasco will instruct the employee to remain at or

return to their home or place of residence and not report to work until such time as they satisfy the minimum criteria to return to work (as discussed in Section IV.J. of this CPP).

The City of Wasco will advise employees of any leaves to which they may be entitled during this self-isolation period, including, but not limited to SPSL.

The City of Wasco complies fully and faithfully with all reporting and recording obligations as required under the law, including, but not limited to, reporting the COVID-19 case to the following individuals and entities as required based on the individual circumstances: (1) The local health department; (2) Cal/OSHA; (3) Employees who were present at a City of Wasco worksite or facility when a COVID-19 case was present; (4) Employee organizations that represent employees at the City of Wasco worksite or facility; (4) Employers of any subcontracted employees who were present at the City of Wasco worksite or facility; and (5) The City of Wasco's workers' compensation plan administrator.

If possible, the City of Wasco will interview the COVID-19 case(s) in order to ascertain the nature and circumstances of any contact that the employee(s) had or may have had with other employees during the high-risk exposure period. If the City of Wasco determines that there were any close contact COVID-19 exposures, the City of Wasco will instruct those employees to remain at their home or place of residence and not report to work until such time as the employees satisfy the minimum criteria to return to work (as discussed in Section IV.J. of this CPP).

The City of Wasco has adopted policies and procedures that will ensure the confidentiality of employees and comply with the CMIA. Specifically, the City of Wasco will not disclose to other employees, except for those who need to know, the fact that the employee(s) tested positive for or were diagnosed with COVID-19. Further, the City of Wasco will keep confidential all personal identifying information of COVID-19 cases or persons, unless expressly authorized by the employees to disclose such information or as other permitted or required under the law.

4. Workplace-Specific Identification of COVID-19 Hazards

The City of Wasco will periodically conduct workplace-specific assessments of all interactions, areas, activities, processes, equipment, and materials that could potentially expose employees to COVID-19 hazards.

As part of this process, the City of Wasco identified places (work locations, work areas, and common areas) and times when employees and individuals congregate or come in contact with one another, regardless of whether employees are performing an assigned work task or not, including, for example, during meetings or trainings, in and around entrances, bathrooms, hallways, aisles, walkways, elevators, break or eating areas, cool-down areas, and waiting areas.

The City of Wasco will provide notice of any such potential workplace exposure to all persons at City of Wasco worksites and facilities, including employees, employees of other entities, members of the public, customers or clients, and independent contractors. The City of Wasco considered how employees and other persons enter,

leave, and travel through City of Wasco worksites and facilities, in addition to addressing employees' stationary workspaces or workstations.

Further, the City of Wasco will treat all persons, regardless of the presentation of COVID-19 symptoms or COVID-19 status, as potentially infectious.

5. Maximization of Outdoor Air and Air Filtration

For indoor City of Wasco worksites and facilities, the City of Wasco evaluates how to maximize the ventilation of outdoor air; provide the highest level of filtration efficiency compatible with the worksites and facilities' existing ventilation systems; and whether the use of portable or mounted High Efficiency Particulate Air ("HEPA") filtration units, or other air cleaning systems, would reduce the risk of COVID-19 transmission.

6. City of Wasco Compliance with Applicable State and Local Health Orders

The City of Wasco monitors applicable public health orders and guidance from the State of California and the local health department related to COVID-19 hazards and prevention.

The City of Wasco fully and faithfully complies with all applicable orders and guidance from the State of California and the local health department.

7. Evaluation of Existing COVID-19 Prevention Controls and Adoption of Additional Controls

Periodically, the City of Wasco evaluates existing COVID-19 prevention controls at the workplace and assess whether different and/or additional controls may be needed.

This includes evaluation of controls related to the correction of COVID-19 hazards, physical distancing, face coverings, engineering controls, administrative controls, and personal protective equipment (PPE) (as discussed at Section VI, subsections D, and F-H of this CPP).

8. Periodic Inspections

The City of Wasco conducts periodic inspections of City of Wasco worksites and facilities as needed to identify unhealthy conditions, work practices, and work procedures related to COVID-19 and to ensure compliance with the City of Wasco's COVID-19 policies and procedures, including, but not limited to this CPP.

C. INVESTIGATING AND RESPONDING TO COVID-19 CASES IN CITY OF WASCO WORKSITES AND FACILITIES

1. Procedure to Investigate COVID-19 Cases

The City of Wasco developed a procedure for investigating COVID-19 cases in the workplace, which provides for the following: (1) requesting information from employees regarding COVID-19 cases; (2) contact tracing of employees who may have had a close contact COVID-19 exposure (Reference Appendix B); (3) requesting COVID-19 test results from employees who may have had a close contact COVID-19 exposure; (4)

requesting information from employees regarding the presentation of COVID-19 symptoms; and (5) identifying and recording all COVID-19 cases.

2. Response to COVID-19 Cases

As provided above at Section IV.B.3., in the event that an employee tests positive for COVID-19 or is diagnosed with COVID-19 by a health care provider, the City of Wasco will instruct the employee to remain at or return to their home or place of residence and not report to a City of Wasco worksite or facility until such time as the employee satisfies the minimum criteria to return to work (as discussed in Section IV.J. of this CPP).

a. Contact Tracing

If possible, the City of Wasco will interview the COVID-19 case(s) in order to ascertain the following information: (1) the date on which the employee(s) tested positive, if asymptomatic, or the date on which the employee(s) first presented COVID-19 symptoms, if symptomatic; (2) the COVID-19 case(s) recent work history, including the day and time they were last present at an City of Wasco worksite or facility; and (3) the nature and circumstances of the COVID-19 case(s)' contact with other employees during the high-risk exposure period, including whether any such contact qualifies as a close contact COVID-19 exposure.

If the City of Wasco determines that there was or were any close contact COVID-19 exposures, the City of Wasco will instruct those employees to remain at their home or place of residence and not report to work until such time as the employees satisfy the minimum criteria to return to work (as discussed in Section IV.J. of this CPP). Further, the City of Wasco will instruct those employees to be tested for COVID-19, and that the City of Wasco will provide for such testing during paid time, as discussed in subsection c. below.

b. Reporting the Potential Exposure to Other Employees

The City of Wasco fully and faithfully complies with all reporting and recording obligations as required under the law, including, but not limited to, reporting the COVID-19 case to the individuals and entities described below.

Within one (1) business day of the time the City of Wasco knew or should have known of a COVID-19 case, the City of Wasco will give written notice of a potential workplace exposure to the following individuals: (1) All employees at the worksite or facility during the COVID-19 case's high-risk exposure period; (2) Independent contractors at the worksite or facility during the COVID-19 case's high-risk exposure period; and (3) Other employers at the worksite or facility during the COVID-19 case's high-risk exposure period. The City of Wasco will provide notice by either personal service, email, or text message.

The City of Wasco's notice(s) will not reveal any personal identifying information of the COVID-19 case. The notice will include information about the City of Wasco's disinfection plan.

Within one (1) business day of the time the City of Wasco knew or should have known of the COVID-19 case, the City of Wasco will also provide the notice of the potential workplace exposure to the authorized representative of any employee at the worksite or facility during the COVID-19 case's high-risk exposure period.

c. Offer of Free COVID-19 Testing Following a Close Contact COVID-19 Exposure

The City of Wasco makes COVID-19 testing available at no cost to all employees who had a close contact COVID-19 exposure at a City of Wasco worksite or facility. The City of Wasco will offer employees COVID-19 testing during paid time, whether during the employee's regular work schedule or otherwise, and will provide compensation for the time that the employee spends waiting for and being tested.

The City of Wasco will not provide free COVID-19 testing to the following two (2) classes of employees: (1) Employees who were fully vaccinated before the close contact COVID-19 exposure and who do not have COVID-19 symptoms, and (2) COVID-19 cases who returned to work pursuant to the criteria set forth in Section K of this CPP and have remained free of COVID-19 symptoms, for 90 days after the initial onset of COVID-19 symptoms or, for COVID-19 cases who never developed symptoms, for 90 days after the first positive test.

d. Leave and Compensation Benefits for Close Contact Exposures

The City of Wasco provides employees that had a close contact COVID-19 exposure with information regarding COVID-19-related benefits to which the employees may be entitled under applicable federal, state, or local law, the City of Wasco's own leave policies, and leave guaranteed by contract. These benefits include, but are not limited to, SPSL.

The City of Wasco will continue and maintain these employees' earnings, seniority, and all other employee rights and benefits, including the employees' right to their former job status, as if the employees had not been removed from their jobs.

The City of Wasco may require that these employees use City of Wasco-provided employee sick leave benefits for this purpose and consider benefit payments from public sources in determining how to maintain earnings, rights and benefits, where permitted by law and when not covered by workers' compensation.

e. Investigation to Determine Whether Workplace Conditions Contributed to COVID-19 Exposure

The City of Wasco will conduct an investigation based on the applicable appendixes in order to determine whether any workplace conditions could have contributed to the risk of COVID-19 exposure and what may be done to reduce exposure to such COVID-19 hazards, if any.

3. Confidential Medical Information

The City of Wasco will protect the confidentiality of the COVID-19 cases, and will not disclose to other employees the fact that the employees tested positive for or were diagnosed with COVID-19.

The City of Wasco will keep confidential all personal identifying information of COVID-19 cases unless expressly authorized by the employees to disclose such information or as other permitted or required under the law.

D. CORRECTION OF COVID-19 HAZARDS AT CITY OF WASCO WORKSITES AND FACILITIES

The City of Wasco will implement effective policies and/or procedures for correcting unsafe or unhealthy conditions, work practices, policies and procedures in a timely manner based on the severity of the hazard.

This includes, but is not limited to, implementing controls and/or policies and procedures in response to the evaluations conducted related to the identification and evaluation of COVID-19 hazards and investigating and responding to COVID-19 cases in the workplace. This also includes implementing controls related to physical distancing, face coverings, engineering controls, administrative controls, and personal protective equipment ("PPE").

E. TRAINING AND INSTRUCTION OF EMPLOYEES

1. COVID-19 Symptoms

The City of Wasco provides employees training and instruction on COVID-19 symptoms, including advising employees of COVID-19 symptoms, which include the following: (1) fever of 100.4 degrees Fahrenheit or higher or chills; (2) cough; (3) shortness of breath or difficulty breathing; (4) fatigue; (5) muscle or body aches; (6) headache; (7) new loss of taste or smell; (8) sore throat; (9) congestion or runny nose; (10) nausea or vomiting; or (11) diarrhea, unless a licensed health care professional determines the person's symptoms were caused by a known condition other than COVID-19.

The City of Wasco monitors and adheres to guidance issued by the CDC concerning COVID-19 symptoms, including guidance provided at the following web address: <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>. The City of Wasco will advise employees in the event that the CDC revises the symptoms that its associates with COVID-19.

In addition to providing training and instruction on COVID-19 symptoms, the City of Wasco provides information and instruction on the importance of employees not coming to work if they have any COVID-19 symptoms. As discussed below, the City of Wasco provides information on paid leaves to which employees may be entitled if they are experiencing a COVID-19 symptom and would like to be tested for COVID-19.

2. COVID-19 Vaccinations

The City of Wasco provides employees information and instruction on the fact that COVID-19 vaccines are effective at both preventing the transmission of the virus that

causes COVID-19 and preventing serious illness or death, and how employees may receive paid leave for reasons related to COVID-19 vaccinations.

As discussed below, the City of Wasco provides information on paid leaves to which employees may be entitled in order for them to be vaccinated and in the event that they experience any illness or adverse effects as a result of such vaccination.

3. [Employer]’s COVID-19 Policies and Procedures

The City of Wasco provides regular updates to employees on the City of Wasco’s policies and procedures adopted in order to prevent COVID-19 hazards at City of Wasco worksites and facilities, how such policies and procedures are intended to protect the health and safety of employees and City of Wasco worksites and facilities, and how employees may participate in the identification and evaluation of COVID-19 hazards in order to make such worksites and facilities healthier and safer for themselves and others.

4. COVID-19 Related Benefits

The City of Wasco advises and provides updates to employees on the leaves to which employees may be entitled under applicable federal, state, or local laws as well as the City of Wasco’s own leave policies. Paid leave benefits include, but are not limited to, SPSL.

Further, when employees require leave in order to receive a COVID-19 test or to be vaccinated or are directed not to report to work by the City of Wasco for reasons related to the presentation of COVID-19 symptoms, a COVID-19 case, close contact COVID-19 exposure, the City of Wasco will advise the employees of the leaves to which the employees may be entitled for that specific reason.

5. Spread and Transmission of the Virus that Causes COVID-19

The City of Wasco advises and provides updates to employees about the known spread and transmission of COVID-19. The City of Wasco specifically advises employees of the following: (1) that COVID-19 is an infectious respiratory disease; (2) that the virus that causes COVID-19 can be spread through the air when an infectious person talks or vocalizes, sneezes, coughs, or exhales; (3) that particles containing the virus can travel more than six (6) feet, especially indoors, so physical distancing must be combined with other controls, including face coverings and hand hygiene, including hand washing, in order to be effective; (4) that COVID-19 may be transmitted when a person touches a contaminated object and then touches their eyes, nose, or mouth, although that is less common; and (5) that an infectious person may have present no COVID-19 symptoms or be pre-symptomatic.

6. Hand Hygiene, and Face Coverings and Respirators

The City of Wasco advises employees of the importance of physical distancing, face coverings, and hand hygiene, including hand washing, and instructs employees that the combination of physical distancing, face coverings, increased ventilation indoors, and respiratory protection make such preventative measures most effective.

With respect to hand hygiene, the City of Wasco provides employees information regarding the importance of frequent hand washing, that hand washing is most effective when soap and water are used and the employees washes for at least 20 seconds. The City of Wasco instructs employees to use hand sanitizer when employees do not have immediate access to a hand washing facility (*i.e.*, a sink) and that hand sanitizer will not be effective if the employee's hands are soiled.

With respect to face coverings and respirators, the City of Wasco provides employees information on the benefits of face coverings, both to themselves and to others. The City of Wasco also provides employees instructions on the proper use of face coverings and the differences between face coverings and respirators.

The City of Wasco will provide certain employees respirators for their use in certain circumstances, including to individuals who are not fully vaccinated, who are working indoors or in a vehicle with more than one person, and who request the devices for their use at work. At such time as the City of Wasco provides respirators to employees for their use, it will provide such employees training on the proper use of such respirators, including, but not limited to, the method by which employees may check the seal of such respirator in conformance with the manufacturer's instructions.

The City of Wasco will provide training on the conditions under which face coverings must be worn at the workplace and that face coverings are additionally recommended outdoors for people who are not fully vaccinated if six feet of distance between people cannot be maintained. Employees can request face coverings from the City of Wasco at no cost to the employee and can wear them at work, regardless of vaccination status, without fear of retaliation.

F. FACE COVERINGS

1. General Face Covering Requirements

The City of Wasco provides face coverings to all employees who are not fully vaccinated and requires that such face coverings are worn by employees when indoors or in vehicles, unless certain conditions are satisfied, as explained below.

The City of Wasco adheres to the most restrictive or prescriptive public health order provided by the CDC, CDPH or the local health department applicable to the City of Wasco, and will provide face coverings and ensure they are worn by employees when required by orders from the CDPH.

The City of Wasco requires that employees face coverings be clean and undamaged. The City of Wasco allows employees to use face shields to supplement, not supplant, face coverings.

2. Limited Exceptions

The City of Wasco provides for the following exceptions to the face coverings requirement:

1. When an employee is alone in a room (e.g., alone in an office or another space with walls that extend from the floor to the ceiling and a door that may be closed in order to close the space to others) or vehicle;
2. While eating and drinking at the workplace, provided employees are at least six (6) feet apart and outside air supply to the area, if indoors, has been maximized to the extent feasible.
3. Employees wearing respirators required by the City of Wasco and being used in compliance with the regulatory requirements for the use of such respirators.
4. Employees who cannot wear face coverings due to a medical or mental health condition or disability, or who are hearing-impaired or communicating with a hearing-impaired person.
5. Specific tasks which cannot feasibly be performed with a face covering. This exception is limited to the time period in which such tasks are actually being performed

3. Required Use of Effective Non-Restrictive Alternative for Employees Exempted from Face Covering Requirement

The City of Wasco requires that its employees who are exempted from wearing face coverings due to a medical condition, mental health condition, or disability wear an effective non-restrictive alternative, such as a face shield with a drape on the bottom, if their condition or disability permits it.

4. Physical Distancing Required If Employee Is Not Wearing Face Covering or Non-Restrictive Alternative

The City of Wasco requires that any employees not wearing a face covering due to either exception number 5 or 6, identified in Subsection 2 above, and not wearing a face shield with a drape or other effective alternative as described in Subsection 3 above, shall remain at least six (6) feet apart from all other persons unless the unmasked employees are tested at least weekly for COVID-19 during paid time and at no cost to the employee or are fully vaccinated.

In situations where a face covering is otherwise required, face coverings must be worn, and the exceptions to face coverings contained in this section no longer apply.

However, the City of Wasco does not use COVID-19 testing as an alternative to face coverings when face coverings are otherwise required by this section.

5. Prohibition on Preventing Employees from Wearing Face Covering

The City of Wasco does not prevent any employee from wearing a face covering when wearing a face covering is not required by this section, unless not wearing a face covering would create a safety hazard, such as interfering with the safe operation of equipment.

6. Communication to Non-Employees Regarding Face Covering Requirement

The City of Wasco posts signage to inform non-employees of the City of Wasco's requirements concerning the use of face coverings at City of Wasco worksites and facilities.

G. OTHER ENGINEERING CONTROLS, ADMINISTRATIVE CONTROLS AND PERSONAL PROTECTIVE EQUIPMENT (PPE)

1. Maximization of Outdoor Air

As provided above at Section IV.B.5., for indoor City of Wasco worksites and facilities, the City of Wasco evaluated how to maximize the quantity of outdoor air.

Further, for City of Wasco worksites and facilities with mechanical or natural ventilation, or both, the City of Wasco maximizes the quantity of outside air provided to the extent feasible, except when the Environmental Protection Agency ("EPA") Air Quality Index ("AQI") is greater than 100 for any pollutant or if opening windows or letting in outdoor air by other means would cause a hazard to employees, for instance from excessive heat or cold.

2. Cleaning Procedures

The City of Wasco undertakes the following cleaning measures:

1. Identify and regularly clean frequently touched surfaces and objects, such as doorknobs, elevator buttons, equipment, tools, handrails, handles, controls, phone, headsets, bathroom surfaces, and steering wheels;
2. Inform employees and authorized employee representatives of the City of Wasco's cleaning and disinfection protocols, including the planned frequency and scope of cleaning and disinfection; and
3. Clean areas, material, and equipment used by a COVID-19 case during the high-risk exposure period and disinfection if the area, material, or equipment is indoors and will be used by another employee within 24 hours of the COVID-19 case.

Further, the City of Wasco requires that cleaning must be done in a manner that does not create a hazard to employees or subcontracted employees who do the cleaning and disinfecting.

3. Evaluation of Handwashing Facilities

In order to protect employees, the City of Wasco evaluates its handwashing facilities in order to determine the need for additional facilities, encourage and allow time for employee handwashing, and provide employees with an effective hand sanitizer.

The City of Wasco encourages employees to wash their hands with soap and water for at least 20 seconds each time.

The City of Wasco does not provide hand sanitizers with methyl alcohol.

4. Personal Protective Equipment (“PPE”)

a. Evaluation of the Need for PPE

The City of Wasco evaluates the need for PPE in order to prevent employees from being exposed to COVID-19 hazards.

b. Provision of PPE When Necessary

The City of Wasco provides PPE, including, but not limited to, face coverings, respirators, gloves, goggles, and face shields, to and for employees who require such equipment in order to perform their job duties in a healthy and safe manner, including where employees are exposed to procedures that may aerosolize potentially infectious material such as saliva or respiratory tract fluids.

Upon request, the City of Wasco shall provide respirators to employees for voluntary use to all employees who are not fully vaccinated and who are working indoors or in vehicles with more than one person. Whenever the City of Wasco makes respirators available for voluntary use, the City of Wasco will ensure that employees receive a respirator of the correct size and will provide such employees training on the proper use of such respirators, including, but not limited, the method by which employees may check the seal of such respirator in conformance with the manufacturer’s instructions, as discussed in Section IV.E.6.

5. Testing of Symptomatic Employees Who Are Not Fully Vaccinated

The City of Wasco makes COVID-19 testing available at no cost to employees with COVID-19 symptoms who are not fully vaccinated. This testing will be made available during the employees’ paid time.

H. REPORTING, RECORDKEEPING AND ACCESS

1. Reporting COVID-19 Cases to the Local Health Department

The City of Wasco reports COVID-19 cases and COVID-19 outbreaks at City of Wasco worksites and facilities to the local health department. Further, the City of Wasco provides any related information requested by the local health department.

2. Maintenance of Records Related to the Adoption of the CPP

The City of Wasco maintains records of the steps it has taken to implement these provisions described in this CPP.

3. Availability of the CPP for Inspection

The City of Wasco makes this written CPP available to employees and employee organizations at City of Wasco worksites or facilities. Further, the City of Wasco makes this written CPP available to Cal/OSHA representatives immediately upon request.

4. Records Related to COVID-19 Cases

The City of Wasco keeps a record of and tracks all COVID-19 cases with the following information: (1) employee's name; (2) contact information; (3) occupation; (4) location where the employee worked; (5) the date of the last day at the workplace; and (6) the date of a positive COVID-19 test.

The City of Wasco keeps employees' medical information confidential.

I. EXCLUSION OF COVID-19 CASES AND EMPLOYEES WHO HAD A CLOSE CONTACT COVID-19 EXPOSURE

1. Exclusion of COVID-19 Cases from [Employer] Worksites and Facilities

The City of Wasco ensures that COVID-19 cases are excluded from City of Wasco worksites and facilities until the employee satisfies the minimum return to work criteria, as provided in Section IV.J.

2. Exclusion of Employees with Close Contact COVID-19 Exposures from [Employer] Worksites and Facilities

The City of Wasco ensures that employees who had a close contact COVID-19 exposure are excluded from City of Wasco worksites and facilities until the employee satisfies the minimum return to work criteria, as provided in Section IV.J.

The City of Wasco may allow the following employees to continue to report to City of Wasco worksites and facilities: (1) Employees who were fully vaccinated before the close contact COVID-19 exposure and who have not developed COVID-19 symptoms since such exposure; and (2) COVID-19 cases who returned to work pursuant to the return to work criteria, as provided in Section IV.J. and have remained free of COVID-19 symptoms for 90 days after the initial onset of COVID-19 symptoms, or, for COVID-19 cases who never developed COVID-19 symptoms, for 90 days after the first positive Provision of Benefits to Employees Excluded from Work as a Result of a Positive COVID-19 Test or Diagnosis or a Close Contact COVID-19 Exposure

a. Employees Who Are Able to Telework During Isolation or Quarantine Period

The City of Wasco employees who are able to telework, may be allowed to telework during the isolation or quarantine period (varies by department and scope of work). The City of Wasco will provide these employees their normal compensation for the work that they perform for the City of Wasco during the isolation or quarantine period.

The City of Wasco continues and maintains such an employee's earnings, wages, seniority, and all other employee rights and benefits, including the employee's right to their former job status, as if the employee had not been removed from their job.

b. Employees Who Are Unable to Telework During Isolation or Quarantine Period

The following employees are not entitled to the benefits described below: (1) Employees for whom the City of Wasco can demonstrate that the close contact COVID-19 exposure was not work-related; and (2) Employees who received disability payments or were covered by workers' compensation and received temporary disability. Such employees may still use paid sick leave for the purpose of receiving compensation during the isolation or quarantine period if they elect to do so.

For other employees, the City of Wasco requires that employees who are unable to telework, but are otherwise able and available to work, the City of Wasco may use paid sick leave available to the employee, including but not limited to SPSL, for the purpose of continuing and maintaining the employee's earnings during the isolation or quarantine period. If the employee has exhausted their SPSL entitlement, the City of Wasco may use the employee's paid sick leave in order to continue and maintain the employee's earnings during the isolation or quarantine period.

Employees retain their entitlement to elect not to use other earned or accrued paid leave during this time. The City of Wasco may provide such employees who are unable to telework, but who do not have any paid sick leave available, paid administrative leave in order to receive compensation during the isolation or quarantine period.

For all employees who are subject to an isolation or quarantine because of a COVID-19 case or a close contact COVID-19 exposure, the City of Wasco will maintain the employees' seniority and all other employee rights and benefits, including the employees' right to their former job status, during the isolation or quarantine period.

3. Adherence with Laws, Policies, and/or Agreements Providing Excluded Employees Greater Protections

The obligations set forth in this section do not limit any other applicable law, City of Wasco policy, or collective bargaining agreement that provides employees with greater protections or benefits.

4. Provision of Information Concerning Benefits to Excluded Employees

At the time of exclusion, the City of Wasco provides the excluded employees the information on paid leave benefits to which the employees may be entitled under applicable federal, state, or local laws.

This includes, but is not limited to, COVID-19 Supplemental Paid Sick Leave ("SPSL") (under Labor Code section 248.2), any paid leave benefits available under workers' compensation law, Labor Code sections 3212.86 through 3212.88, the City of Wasco's own leave policies, and leave guaranteed by contract.

J. RETURN TO WORK CRITERIA

1. Minimum Criteria to Return to Work for Symptomatic COVID-19 Cases

The City of Wasco requires that a COVID-19 case with one or more COVID-19 symptoms remain at their home or place of residence and not report to any City of

Wasco worksite or facility until they satisfy each of the following conditions: (1) At least 24 hours have passed since a fever of 100.4 degrees Fahrenheit or higher has resolved without the use of fever-reducing medications; (2) COVID-19 symptoms have improved; and (3) At least 10 days have passed since COVID-19 symptoms first appeared.

2. Minimum Criteria to Return to Work for Asymptomatic COVID-19 Cases

The City of Wasco requires that COVID-19 cases who tested positive but never developed COVID-19 symptoms not report to any City of Wasco worksite or facility until a minimum of 10 days have passed since the date of specimen collection of their first positive COVID-19 test.

3. COVID-19 Testing Not Required in Order to Return to Work

In accordance with CDC guidance concerning symptom-based strategies for the discontinuation of isolation, once an employee has satisfied the criteria to return to work, as provided in this Section, the City of Wasco will not require that the employee submit to a COVID-19 test or produce a negative COVID-19 test result, in order to return to City of Wasco worksites or facilities.

4. Minimum Criteria to Return to Work for Close Contacts

a. Asymptomatic Employees

An employee who had a close contact COVID-19 exposure, but never developed COVID-19 symptoms may return to City of Wasco worksites or facilities 10 days following the last known close contact COVID-19 exposure.

b. Symptomatic Employees

An employee who had a close contact COVID-19 exposure and developed one or more COVID-19 symptom may not return to City of Wasco worksites or facilities until they satisfy each of the following conditions: (1) At least 24 hours have passed since a fever of 100.4 degrees Fahrenheit or higher has resolved without the use of fever-reducing medications; (2) COVID-19 symptoms have improved; and (3) At least 10 days have passed since COVID-19 symptoms first appeared.

An employees who had a close contact COVID-19 exposure and developed one or more COVID-19 symptom may return earlier if they each of the following conditions: (1) The employee tested negative for COVID-19 using a polymerase chain reaction ("PCR") COVID-19 test with specimen taken after the onset of symptoms; (2) At least 10 days have passed since the last known close contact COVID-19 exposure; and (3) The employee has been symptom-free for at least 24 hours, without using fever reducing medications.

c. Critical Staffing Shortages

During critical staffing shortages, when there is an insufficient number of health care workers, emergency response workers or social workers whose jobs duties require face

to face contact with clients in child welfare or assisted living, workers in such job classifications may return to City of Wasco worksites or facilities seven (7) days following the last known close contact COVID-19 exposure if they have received a negative PCR COVID-19 test result from a specimen collected five (5) days after the close contact COVID-19 exposure.

5. Minimum Criteria to Return to Work for Employees Directed to Self-Quarantine or Isolate by a State or Local Health Official

If employees are subject to an isolation or quarantine order issued by a state or local health official, the City of Wasco requires that the employees not report to any City of Wasco worksite or facility until the period of isolation or quarantine is completed or the order is lifted.

If the relevant order did not specify a definite isolation or quarantine period, then the City of Wasco will require that employees isolate or quarantine according to the applicable periods and criteria provided for in this Section or as otherwise instructed by the City of Wasco.

6. Allowance by Cal/OSHA for an Employee to Return to Work

If no violations of state or local health officer orders related to the employee's isolation, quarantine, or exclusion would result, the City of Wasco may request that Cal/OSHA waive the quarantine or isolation requirement for essential employees and allow such employees to return to work on the basis that the removal of employees would create undue risk to a community's health and safety.

Where the absence of an essential employee from the City of Wasco worksite would cause a staffing shortage that would have an adverse effect on a community's health and safety and pose an undue risk to the community's health and safety as a result, Cal/OSHA may grant such waiver.

In order to request a waiver under such circumstances, the City of Wasco will submit the written request to rs@dir.ca.gov. In the event of an emergency, the City of Wasco may request a provisional waiver by contacting the local Cal/OSHA office while the City of Wasco prepares the written waiver request.

The written waiver request must provide for the following information:

1. Employer name and business or service;
2. Employer point-of-contact name, address, email and phone number;
3. Statement that there are no local or state health officer orders for isolation or quarantine of the excluded employees;
4. Statement describing the way(s) in which excluding the exposed or COVID-19 positive employees from the workplace impacts the employer's operation in a way that creates an undue risk to the community's health and safety;
5. Number of employees required to be quarantined under the Cal/OSHA regulation, and whether each was exposed to COVID-19 or tested positive for COVID-19; and

6. The employer's control measures to prevent transmission of COVID-19 in the workplace if the employee(s) return or continue to work in the workplace, including the prevention of further exposures. These measures may include, but are not limited to, preventative steps such as isolating the returned employee(s) at the workplace and requiring that other employees use respirators in the workplace.

In addition to submitting a request for a Cal/OSHA waiver, the City of Wasco will develop, implement, and maintain effective control measures to prevent transmission in the workplace including providing isolation for the employees at the City of Wasco worksite or facility and, if isolation is not feasible, the use of respirators in the workplace.

Appendix A: Employee Self-Screening Checklist

For your safety and the safety of our staff and the community, all employees are required to complete a COVID-19 self-screening just prior to the start of each workday.

Review the following symptoms and potential COVID-19 exposures:

- If your response is “no” to all of the listed symptoms within the past 48 hours and you answered “no” to the three exposures questions you are approved to come to the workplace.
- If your response is “yes” to any of the listed symptoms within the past 48 hours and/or “yes” to any of the three exposure questions, then you must contact **Nancy Vera, Human Resources Manager** for further screening and assessment.

Have you experienced any of the following symptoms in the past 48 hours?					
Fever or chills	Y	N	Cough	Y	N
Difficulty breathing	Y	N	Fatigue	Y	N
Headache	Y	N	New loss of taste/smell	Y	N
Congestion/runny nose	Y	N	Nausea or vomiting	Y	N
Shortness of breath	Y	N	Muscle or body ache	Y	N
Sore Throat	Y	N	Diarrhea	Y	N

Potential COVID-19 Exposure	
Within the past 14 days, have you been in close physical contact (6 feet or closer for a cumulative total of 15 minutes) with anyone who is known to have laboratory-confirmed COVID-19 OR Anyone who has any symptoms consistent with COVID-19?	Y N
Are you isolating or quarantining because you may have been exposed to a person with COVID-19 or are worried that you may be sick with COVID-19?	Y N
Are you currently waiting on the results of a COVID-19 test?	Y N

Note: This form was developed based on the [CDC screening checklist](#).

Appendix B: Potential COVID-19 Exposure Contact Tracing

Name/Title of Person Being Traced: _____

Date Employee Tested Positive for COVID-19, if asymptomatic, or the date on which employee first presented COVID-19 symptoms if symptomatic: _____

Date and Time Employee was last present at a City of Wasco worksite or facility: _____

Date Form was Completed: _____

Date I was within 6 feet (with or without a mask) of this person	Duration (Total number of minutes during a 24-hour period)	Name/Title of the Person Involved	Location/Task Where Contact was Made

Appendix C: Employee Self-Certification of COVID-19 Vaccine Status

The City of Wasco strives to maintain a workplace that is free from recognized hazards, such as COVID-19. As part of this effort, the City of Wasco has implemented certain safety protocols. Consistent with certain state, CDC, CDHP, and Cal OSHA guidance, those employees who have been fully vaccinated against COVID-19 will be excused from some of these protocols. For this reason, the City of Wasco is requesting that you provide us with your COVID-19 vaccination status. For purposes of this inquiry, an individual is considered “fully vaccinated” when it has been at least two weeks since receiving the final dose, as recommended by the manufacturer, of a vaccine that has been authorized by the FDA for use in the United States, including vaccinations that have been approved pursuant to an Emergency Use Authorization. Please note that you are required to provide accurate information about your vaccination status, or you may decline to provide your vaccination status. If you decline to provide information about your vaccination status, we will assume you are unvaccinated for purposes of rules or requirements in the workplace that are different for fully vaccinated or unvaccinated persons. When responding to this inquiry about whether you have been vaccinated, provide no more information than is contained on a COVID-19 Vaccination Record Card (i.e., if you have been vaccinated, the provider that administered your vaccine; which vaccine you received; and date(s) on which it was administered). Please do not submit any additional medical or family history information in response to the Company’s inquiry, including a reason for deciding to be vaccinated or not to be vaccinated. In lieu of this Self-Certification, employees may present a copy of their completed COVID-19 Vaccination Record Card. All information provided will be maintained in compliance with all applicable law.

Declaration of COVID-19 Vaccine Status		
Fully Vaccinated	Vaccine Manufacturer: _____ _____	Date(s) of Doses: _____ _____
Partially Vaccinated	Vaccine Manufacturer: _____ _____	Date(s) of Doses: _____ _____
Not Yet Vaccinated, but COVID-19 Appointment is Scheduled	Vaccine Manufacturer: _____ _____	Date(s) of Doses: _____ _____
Not Yet Vaccinated	Date: _____	
Decline to Answer	Date: _____	

I understand I am required to provide accurate information in response to the questions above and that failure to do so may result in disciplinary action. By signing below, I certify that I have accurately and truthfully answered the questions above. I also understand that if I stated that I am fully vaccinated, the Company may request documentation of my vaccination status (e.g., a copy of my vaccine card). I also understand that if I do not follow the required safety protocols consistent with my vaccination status, I am subject to disciplinary action, up to and including termination.

Employee’s Name (Please Print)

Employee’s Signature

Appendix D: Investigating COVID-19 Cases

All personal identifying information of COVID-19 cases or symptoms will be kept confidential. All COVID-19 testing or related medical services provided by us will be provided in a manner that ensures the confidentiality of employees, with the exception of unredacted information on COVID-19 cases that will be provided immediately upon request to the local health department, CDPH, Cal/OSHA, the National Institute for Occupational Safety and Health (NIOSH), or as otherwise required by law.

All employees' medical records will also be kept confidential and not disclosed or reported without the employee's express written consent to any person within or outside the workplace, with the following exceptions: (1) Unredacted medical records provided to the local health department, CDPH, Cal/OSHA, NIOSH, or as otherwise required by law immediately upon request; and (2) Records that do not contain individually identifiable medical information or from which individually identifiable medical information has been removed.

Date:

Name of person conducting the investigation:

Employee (or non-employee*) name:		Occupation (if non-employee, why they were in the workplace):	
Location where employee worked (or non-employee was present in the workplace):		Date investigation was initiated:	
Was COVID-19 test offered?		Name(s) of staff involved in the investigation:	
Date and time the COVID-19 case was last present in the workplace:		Date of the positive or negative test and/or diagnosis:	
Date the case first had one or more COVID-19 symptoms:		Information received regarding COVID-19 test results and onset of symptoms (attach documentation):	

<p>Results of the evaluation of the COVID-19 case and all locations at the workplace that may have been visited by the COVID-19 case during the high-risk exposure period, and who may have been exposed (attach additional information):</p>	
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Notice given (within one business day, in a way that does not reveal any personal identifying information of the COVID-19 case) of the potential COVID-19 exposure to:			
All employees who may have had COVID-19 exposure and their authorized representatives.	Date:		
	Names of employees that were notified:		
Independent contractors and other employers present at the workplace during the high-risk exposure period.	Date:		
	Names of individuals that were notified:		
What were the workplace conditions that could have contributed to the risk of COVID-19 exposure?		What could be done to reduce exposure to COVID-19?	
Was local health department notified?		Date:	

*Should an employer be made aware of a non-employee infection source COVID-19 status

Appendix E: COVID-19 Inspections

Date:

Name of person conducting the inspection:

Work location evaluated:

Exposure Controls	Status	Person Assigned to Correct	Date Corrected
Engineering			
Barriers/partitions			
Ventilation (amount of fresh air and filtration maximized)			
Additional room air filtration			
Administrative			
Physical distancing			
Surface cleaning and disinfection (frequently enough and adequate supplies)			
Hand washing facilities (adequate numbers and supplies)			
Disinfecting and hand sanitizing solutions being used according to manufacturer instructions			
PPE (not shared, available and being worn)			
Face coverings (cleaned sufficiently often)			
Gloves			
Face shields/goggles			
Respiratory protection			

Appendix F: Identification of COVID-19 Hazards

All persons, regardless of symptoms or negative COVID-19 test results, will be considered potentially infectious. Particular attention will be paid to areas where people may congregate or come in contact with one another, regardless of whether employees are performing an assigned work task or not. For example: meetings, entrances, bathrooms, hallways, aisles, walkways, elevators, break or eating areas, cool-down areas, and waiting areas.

Evaluation of potential workplace exposure will be to all persons at the workplace or who may enter the workplace, including coworkers, employees of other entities, members of the public, customers or clients, and independent contractors. We will consider how employees and other persons enter, leave, and travel through the workplace, in addition to addressing fixed work locations.

Person conducting the evaluation:

Date: _____

Name(s) of employee and authorized employee representative that participated:

Interaction, area, activity, work task, process, equipment and material that potentially exposes employees to COVID-19 hazards	Places and times	Potential for COVID-19 exposures and employees affected, including members of the public and employees of other employers	Existing and/or additional COVID-19 prevention controls, including barriers, partitions and ventilation

Interaction, area, activity, work task, process, equipment and material that potentially exposes employees to COVID-19 hazards	Places and times	Potential for COVID-19 exposures and employees affected, including members of the public and employees of other employers	Existing and/or additional COVID-19 prevention controls, including barriers, partitions and ventilation



**ACKNOWLEDGEMENT OF RECEIPT OF
COVID-19 PREVENTION PLAN DATED JUNE 28, 2021
INCLUDING THE APPENDIXES.**

This is to acknowledge that I have received a copy of the City of Wasco's COVID-19 Prevention Plan dated June 28, 2021, and I understand that it contains important information on the City's policies and on my obligations and responsibilities as an employee. I acknowledge that I am expected to read, understand, and adhere to City policies and will familiarize myself with the provisions in the Prevention Plan.

I understand that I am governed by the provisions in these Prevention Plan and that it may be necessary for the City to revise the Prevention Plan. When this happens, the City will make changes through established processes and advise employees of material changes within a reasonable time period.

I acknowledge and agree to abide by the Prevention Plan as set forth therein and any new or revised policies pertaining to the same.

Employee's Name (please print)

Employee's Signature

Date



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: Scott Hurlbert, City Manager
Thomas Schroeter, City Attorney
Keri Cobb, Community Development Director

DATE: July 20, 2021

SUBJECT: Adopt a Resolution of Intention of the City Council of the City of Wasco to Establish City of Wasco Community Facilities District No. 2020-01 and to authorize the Levy of Special Tax within City of Wasco Community Facilities District No. 2020-01.

Recommendation:

Staff recommends the City Council adopt the resolution of the intention of the City Council of the City of Wasco to Establish City of Wasco Community Facilities District No. 2020-01 and to authorize the Levy of Special Tax within City of Wasco Community Facilities District 2020-01.

Background:

Currently, the City of Wasco has annual assessments approved through the Landscape and Lighting Act of 1972 to mitigate the fiscal impact of the maintenance of neighborhood landscaping within the newer development areas of the City. Since the LLAD law does not have a provision to allow for the maintenance of stormwater facilities, police and fires services, and other City-related functions, the City intends to form a Community Facilities District (CFD) to fund these services.

In 1978, Californians enacted Proposition 13, which limited the ability of local public agencies to increase property taxes based on a property's assessed value. In 1982, the Mello-Roos Community Facilities Act of 1982 (Government Code §53311-53368.3, (the "Act")) was created to provide an alternate method of financing needed improvements and services.

The Act allows any county, city, special district, school district, or joint powers authority to establish a Mello-Roos CFD, which allows for financing of public improvements and services. The services and improvements that Mello-Roos CFD's can finance include streets, sewer systems and other basic infrastructure, police protection, fire protection, ambulance services, schools, parks, libraries, museums, and other cultural facilities. By

law, the CFD is also entitled to recover expenses needed to form the CFD and administer the annual special taxes and bonded debt.

By law (Prop. 13), the Special Tax cannot be directly based on the property's value. Special Taxes instead are based on mathematical formulas that take into account property characteristics such as the use of the property, square footage of the structure, and lot size. The formula is defined at the time of formation and will include a maximum special tax amount and a percentage maximum annual increase.

As part of the requirements to form a CFD, the City Council was required to adopt a Statement of Goals and Policies for the use of the Mello-Roos Community Facilities Act of 1982. The City Council did so on January 3, 2017, via Resolution 2017-3166.

A sponsoring local government agency creates a CFD. The proposed District will include all properties that will benefit from the improvements to be constructed or the services to be provided. A CFD special tax cannot be imposed in the District without a two-thirds majority vote of residents living within the proposed boundaries. Or, if there are fewer than 12 residents, the vote is instead conducted of current landowners. In many cases, that may be a single owner or developer, as is the case here. Once approved, a Special Tax Lien is placed against each property in the CFD. Property owners then pay a Special Tax each year.

Discussion:

Michael Hair, the managing member of LEORA, LLC, has requested via the attached Petition and Waiver to have the City of Wasco undertake proceedings under the Act to create a CFD designated as the "City of Wasco, Community Facilities District 2020-01" to levy special taxes in the CFD. The CFD will encompass Tract 7373, a proposed 145 lot single-family residential subdivision on 38.19 acres of vacant R-1-8 and RR, Single Family residential zoned land.

The City has imposed as a condition of development a requirement that each developer cooperates with the City in the formation of special assessment districts for police and fire districts and landscape and lighting maintenance districts. Confirming their participation in the CFD and waiving certain timing and notice requirements which will enable the City to expedite the process. Included in your materials is a signed Consent and Waiver from Michael Hair, managing member of LEORA, LLC.

Fiscal Impact:

Based on the total number of residential units within the development identified above, it is estimated that upon build-out, the City will receive approximately \$152,778.24 a year in revenues for City services. The costs associated with this formation can be recovered through the CFD funds once the District is established and the taxes levied.

Attachments:

1. Petition and Waiver
2. Resolution of Intention
3. Tract Map with parcels affected delineated in color

PETITION AND WAIVER

To Create a Community Facilities District and Related Matters

To The Honorable City Council
City of Wasco
746 8th Street
Wasco, CA 93280

Members of the Council:

This Petition and Waiver is to create a community facilities district and related matters under the Mello-Roos Community Facilities Act of 1982 (Section 53311 *et seq.* of the California Government Code (the "Act")) and this Petition and Waiver states as follows:

1. Petitioners. It is submitted by the persons (whether one or more) identified below (the "Petitioner" or "Petitioners") as or for owners of the parcels of land identified in Exhibit B attached hereto and made a part hereof, which parcels of land are expected to be included within the boundaries of a community facilities district proposed to be established by the City of Wasco (the "City"). By submitting this Petition and Waiver, the Petitioner(s) warrant to the City that they are authorized to execute it.
2. Proceedings Requested. It asks that the City Council of the City undertake proceedings under the Act to create a community facilities district to be designated "City of Wasco, Community Facilities District 2020-01" (the "CFD" or "District") and to levy special taxes in the CFD.
3. Boundaries of CFD. It asks that the territory to be included in the boundaries of the CFD consist of those shown on the map attached hereto as Exhibit C and made a part hereof.
4. Purpose of CFD. It asks that the CFD be created and the special taxes be levied to provide public services shown in Exhibit A attached hereto and made a part hereof.
5. Elections. It asks that the special elections to be held under the Act to authorize the special taxes and to establish an appropriations limits of the CFD be consolidated into a single election and that the election be conducted by the City and its officials, using mailed or hand-delivered ballots and that such ballots be opened and canvassed and the results certified at the same meeting of the City Council as the hearings on the CFD under the Act or as soon thereafter as possible.
6. Waivers and Consent. To expedite the completion of the proceedings for the CFD, the undersigned Petitioner(s) expressly waives (i) all notice requirements relating to hearings and special elections, whether by posting, publishing or mailing, and whether such

requirements are found in the California Elections Code, the California Government Code or other laws or procedures, including but not limited to the provisions of Section 4101 of the California Elections Code; (ii) any requirement to have the special elections conducted within the time periods specified in Section 53326 of the Act or in the California Elections Code; (iii) all applicable waiting periods for the elections; (iv) any requirements as to the form of the ballot; (v) the requirement for analysis and arguments relating to the special elections, as set forth in Section 53327 of the Act, and hereby consents to not having such materials provided to the landowner in the ballot packet; (vi) all notice requirements relating to the special taxes as required by chapter 8.5 (commencing with Section 54930) of Part 1 of Division 2 of Title 5 of the Government Code; and (vii) any and all claims based on any irregularity, error, mistake, or departure from the provisions of the Act or other laws of the State in connection with the proceedings for the creation of the CFD and the levy of special taxes in the CFD.

7. Counterparts. This Petition and Waiver may be signed in counterparts and shall be effective as to any Petitioner who signs it, regardless of whether it is signed for or by all of the owners.

By executing this Petition and Waiver the person(s) below agree to all of the above.

This Petition and Waiver is dated as of 7/5/2021, 2020.

The name of the owner of record is:

LEORA, LLC
a CALIFORNIA LIMITED LIABILITY COMPANY

By: Michael F. Hair
Name: MICHAEL F. HAIR JR.
Its: MANAGING MEMBER

By: _____
Name: _____
Its: _____

The address of the above owner for receiving notices and ballots is:

NAME: LEORA LLC - MICHAEL HAIR JR.
ADDRESS: 6501 FRUITVALE AVE.
ADDRESS: BAKERSFIELD, CA. 93308

EXHIBIT A

CITY OF WASCO Community Facilities District No. 2020-01

DESCRIPTION OF SERVICES

The services (the "Services") described below are proposed to be financed by Community Facilities District No. 2020-01 (the "District") of the City of Wasco (the "City"). The Services are in addition to those provided in the territory of the CFD before establishing the CFD. The Services do not supplant services already available within the territory of the CFD before establishing the CFD.

The cost of the Services shall include incidental expenses, including the costs associated with forming the District, determination of the amount of the Special Taxes, collection of the Special Taxes, payment of the Special Taxes, and costs incurred in order to carry out the authorized purposes of the District.

Services

1. Police protection services.
2. Fire protection and suppression services, and ambulance and paramedic services.
3. Maintenance and lighting of parks, parkways, streets, roads, and open space.
4. Flood and storm protection services, including, but not limited to, the operation and maintenance of storm drainage systems.
5. Maintenance, including replacement, and operation of any real property or other tangible property with an estimated useful life of five or more years that is owned by the City or by another local agency pursuant to an agreement entered into under Government Code Section 53316.2.

The Services shall include the estimated and reasonable costs of providing the services including but not limited to: (i) the costs of contracting for services, (ii) the salaries and benefits of City staff, if the City directly provides services, (iii) the expense related to equipment, apparatus, and supplies related to these services and authorized by the Mello-Roos Community Facilities District Act of 1982 (the "Act"),(iv) the funding of a reserve fund to pay for replacement, and (v) a proportionate share of City overhead costs associated with providing such services within the CFD.

EXHIBIT B

Tax Assessor's Parcel Numbers

487-010-18

Acres

38.19

EXHIBIT C
LOCATION MAP



12787-0002\2453391v1.doc

CITY OF WASCO

RESOLUTION NO. 2021-

**A RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF WASCO TO
ESTABLISH CITY OF WASCO COMMUNITY FACILITIES DISTRICT NO. 2020-01 AND TO
AUTHORIZE THE LEVY OF A SPECIAL TAX WITHIN CITY OF WASCO COMMUNITY
FACILITIES DISTRICT NO. 2020-01**

RECITALS:

WHEREAS, this City Council (the "City Council") of the City of Wasco (the "City") has received petitions (the "Petitions") signed by the owners of the land proposed for inclusion in a proposed community facilities district (the "Owners") and which meets the requirements of Sections 53318 and 53319 of the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the California Government Code (the "Act"); and

WHEREAS, the Act authorizes the City Council to establish a community facilities district and to levy special taxes within that district; and

WHEREAS, in accordance with the request set forth in the Petitions, the City Council desires to undertake proceedings to establish a community facilities district pursuant to the Act to finance certain services which are in addition to services currently provided in the territory of the proposed district and are necessary to meet increased demands placed upon the City as a result of the development of such land;

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

SECTION 1: Intention. The City Council hereby declares its intention to conduct proceedings for the formation of a community facilities district under the terms of the Act.

SECTION 2: Name of District. The name of the proposed community facilities district is "City of Wasco Community Facilities District No. 2020-01" (the "District").

SECTION 3: Boundaries of District. The exterior boundaries of the District are shown on the map now on file in the office of the City Clerk entitled "Boundary Map of Proposed Community Facilities District No. 2020-01" (the "Map"). The Map indicates by a boundary line the

extent of the territory included in the proposed District and shall govern for all details as to the extent of the District. On the original and one copy of the Map, the City Clerk shall endorse the certificate evidencing the date and adoption of this Resolution. The City Clerk shall file the original of the Map in her office and, within fifteen days after the adoption of this Resolution, the City Clerk shall file a copy of the Map so endorsed in the records of the County Recorder, County of Kern, State of California, and in any event this Map shall be filed no later than fifteen days before the public hearing specified in Section 7 below.

SECTION 4: Services. The type of services proposed to be provided within the District and to be financed under the Act shall consist of those services set forth on Exhibit "A" (the "Services"), attached hereto and incorporated herein by reference. The Services are in addition to services currently provided in the District and are necessary to meet increased demands placed upon the City as a result of the development occurring in the District.

SECTION 5: Special Tax. Except where funds are otherwise available, it is the intention of the City Council, commencing Fiscal Year 2022-2023, to levy annually in accordance with procedures contained in the Act a special tax (the "Special Tax") within the District sufficient to pay for the Services, the costs thereof, including incidental expenses. The types of incidental expenses proposed to be incurred are set forth in Exhibit "A." The Special Tax will be secured by recordation of a continuing lien against all non-exempt real property in the District and will be collected in the same manner as ordinary ad valorem property taxes are collected, or in such other manner as may be provided by the City Council including, without limitation, direct billing of the affected property owner, and shall be subject to the same penalties, procedure, sale and lien priority in case of delinquency as applicable for ad valorem property taxes. In the first year in which the Special Tax is levied, the levy shall include a sum sufficient to repay to the City all amounts, if any, transferred to the District pursuant to Section 53314 of the Act and interest thereon.

The proposed Rate and Method of Apportionment of the Special Tax (the "Rate and Method") among parcels of real property in the District, in sufficient detail to allow each resident or landowner within the proposed District to estimate the maximum amount such

resident or owner will have to pay, is shown in Exhibit "B," attached hereto and incorporated herein by reference. The City Council hereby determines the Rate and Method set forth in Exhibit "B" to be reasonable.

SECTION 6: Hearing. A public hearing on the establishment of the District, the extent of the District, the furnishing of Services within the District, and the proposed Rate and Method (the "Hearing") shall be held on September 7, 2021, at 6 p.m., or as soon thereafter as practicable, at the chambers of the City Council of the City of Wasco, located at 746 8th Street, Wasco, California 93280. At the Hearing, any interested person or taxpayer, including all persons owning lands or registered to vote within the proposed District, may appear and be heard.

SECTION 7: Report. Each City officer who is or will be responsible for the Services to be financed by the District, if it is established, is hereby directed to study the proposed District and, at or before the time of the above-mentioned Hearing, file, or cause to be filed, a report with the City Council, which is to be made a part of the record of the Hearing, containing the following:

(a) A brief description of the Services which will, in the City officer's opinion, be required to adequately meet the needs of the District; and

(b) An estimate of the fair and reasonable cost of financing the Services.

SECTION 8: Published Notice. The City Clerk is hereby directed to publish a notice of the Hearing ("Notice") pursuant to Section 6061 of the California Government Code in a newspaper of general circulation published in the area of the proposed District. Such Notice shall be substantially in the form specified in Section 53322 of the Act. Publication of the Notice shall be completed at least seven days prior to the date of the Hearing.

SECTION 9: Mailed Notice. The City Clerk is hereby directed to send a copy of the Notice of the Hearing by first-class mail, postage prepaid, to each registered voter and to each landowner within the proposed District as shown on the last equalized assessment roll. Mailing of the Notice shall be completed at least fifteen days prior to the date of the Hearing.

SECTION 10: Voting. Should the City Council determine to form the District, a special election will be held within the District to authorize the levy of the Special Tax in accordance with the procedures contained in Section 53326 of the Act. If held, the proposed voting procedure at the election will be a landowner vote with each landowner who is the owner of record of land within the District at the close of the Hearing, or the authorized representative thereof, having one vote for each acre or portion thereof owned within the District. Ballots for the special election may be distributed by mail with return postage prepaid or by personal service.

SECTION 11: Exemptions from Special Tax. Except as may otherwise be provided in Exhibit "B" hereto or by law, all lands owned by any public entity, including the United States, the State of California and/or the City, or any departments or political subdivisions thereof, shall be omitted from the levy of the Special Tax to be made to cover the costs and expenses of the Facilities and Services. In addition, reference is hereby made to Exhibit "B" for a description of other lands, which shall be omitted from the levy of the Special Tax.

SECTION 12: Election to Perform Work. Pursuant to 53329.5(c) of the Act, the City Council finds that, in its opinion, the public interest will not be served by allowing property owners in the District to enter into a contract pursuant to Section 53329.5(a).

SECTION 15: Effective Date. This Resolution shall take effect immediately upon adoption.

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2021 - was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on July 20, 2021, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

A
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Attest: _____

MARIA O. MARTINEZ
CITY CLERK and Ex Officio Clerk of
the Council of the City of Wasco

EXHIBIT "A"

DESCRIPTION OF SERVICES

The services (the "Services") described below are proposed to be financed by Community Facilities District No. 2020-01 (the "District") of the City of Wasco (the "City"). The Services are in addition to those provided in the territory of the CFD before establishing the CFD. The Services do not supplant services already available within the territory of the CFD before establishing the CFD.

The cost of the Services shall include incidental expenses, including the costs associated with forming the District, determination of the amount of the Special Taxes, collection of the Special Taxes, payment of the Special Taxes, costs incurred in order to carry out the authorized purposes of the District.

Services

1. Police protection services.
2. Fire protection and suppression services, and ambulance and paramedic services.
3. Maintenance and lighting of parks, parkways, streets, roads, and open space.
4. Flood and storm protection services, including, but not limited to, the operation and maintenance of storm drainage systems.
5. Maintenance, including replacement, and operation of any real property or other tangible property with an estimated useful life of five or more years that is owned by the City or by another local agency pursuant to an agreement entered into under Government Code Section 53316.2.

The Services shall include the estimated and reasonable costs of providing the services including but not limited to: (i) the costs of contracting for services, (ii) the salaries and benefits of City staff, if the City directly provides services, (iii) the expense related to equipment, apparatus, and supplies related to these services and authorized by the Mello-Roos Community Facilities District Act of 1982 (the "Act"),(iv) the funding of a reserve fund to pay for replacement, and (v) a proportionate share of City overhead costs associated with providing such services within the CFD.

EXHIBIT "B"

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

CITY OF WASCO COMMUNITY FACILITIES DISTRICT NO. 2020-01

I. Definitions

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, commencing with section 53311 of the Government Code of the State of California.

"City" means the City of Wasco, California.

"CFD 2020-01" means Community Facilities District No. 2020-01, City of Wasco, Kern County, State of California".

"Council" means the City Council of the City of Wasco, Kern County, California.

"Fiscal Year" means the period from July 1st of any calendar year through June 30th of the following calendar year.

"Maximum Annual Special Tax" means the Maximum Annual Special Tax, determined in accordance with Section II below, that may be levied in any Fiscal Year. It is anticipated that each year, the Council will levy the Maximum Annual Special Tax authorized.

"Property" means a legal parcel (as of March 1 of the previous Fiscal Year, or later if adjustments are made by the County of Kern in its property tax roll after that date) of real property in private ownership within CFD 2020-01.

"Resolution" means the Council's Resolution of Intention to form Community Facilities District No. 2020-01 and levy a special tax.

"Special Tax" means the Special Tax levied pursuant to Sections II and III below to fund the Special Tax Requirement.

"Special Tax Requirement" is an amount to be determined annually by the Council. It shall be: (i) the amount necessary to pay for the types of public services as set forth in Exhibit "A" of the Resolution, including incidental expenses as set forth in Exhibit "B", less (ii) the amount of any funds available to pay for the types of public services as set forth in Exhibit "A" of the Resolution.

II. Maximum Annual Special Tax

A. Maximum Annual Special Tax Rate

Each fiscal year, commencing with Fiscal Year 2022-2023, each Property shall be subject to the Maximum Annual Special Tax in an amount equal to \$1,060.96 per parcel.

Any Property which is Improved for any portion of a Fiscal Year shall be considered Improved for the entire Fiscal Year for purposes of determining the Maximum Annual Special Tax applicable to that Property for that Fiscal Year.

Beginning with fiscal year 2022-2023, the Maximum Annual Special Tax rate shall be adjusted to account for inflation. The amount of the annual adjustment shall be the lesser of 5% or the percentage increase in the Consumer Price Index (CPI) for the Los Angeles – Riverside – Orange County Area provided by the U.S., Department of Labor (Bureau of Labor Statistics) for the current calendar year over CPI for the Los Angeles – Riverside – Orange County Area for the previous calendar year, each as of April 1, or a successor index published by the Bureau.

This Special Tax shall exist in perpetuity.

B. Exemptions

There are exceptions to this application of the Special Tax set forth below. Where proof is required, the proof must be submitted by June 1 in order for the exception to apply in the next Fiscal Year. The exceptions are:

1. Parcels in public ownership, which are being used in the performance of a public function, shall not be subject to the Special Tax; provided, however, that where public property is leased for private use, the private leasehold interest shall be subject to the Special Tax on the unsecured tax roll; and
2. Property exempt from regular ad valorem property taxation shall not be subject to the Special Tax -- this exception contemplates, for example, churches, condominium complex common areas (to the extent the value of such areas is distributed among the condominium units for purposes of ad valorem taxation), and welfare exemptions.

III. Method of Apportionment

The Special Taxes shall be levied for each Fiscal Year by the Council so that the amount of Special Tax levied equals the Special Tax Requirement. The Special Tax as determined by the Council shall be stated as a percentage of the Maximum Annual Special Tax. The Special Tax on each Property shall be that

same percentage of its Maximum Annual Special Tax. It is intended that the Special Tax will be levied at the Maximum Annual Special Tax Amount. Should the Special Tax ever be levied at less than 91% of the Maximum Annual Special Tax, then under no circumstances will the Special Tax levied against any Property be increased from year to year as a consequence of delinquency or default by the owner or owners of any other Property or Properties within CFD 2020-01 by more than ten percent (10%) per year. The levy may never, under any circumstances, exceed the Maximum Annual Special Tax authorized for any Property.

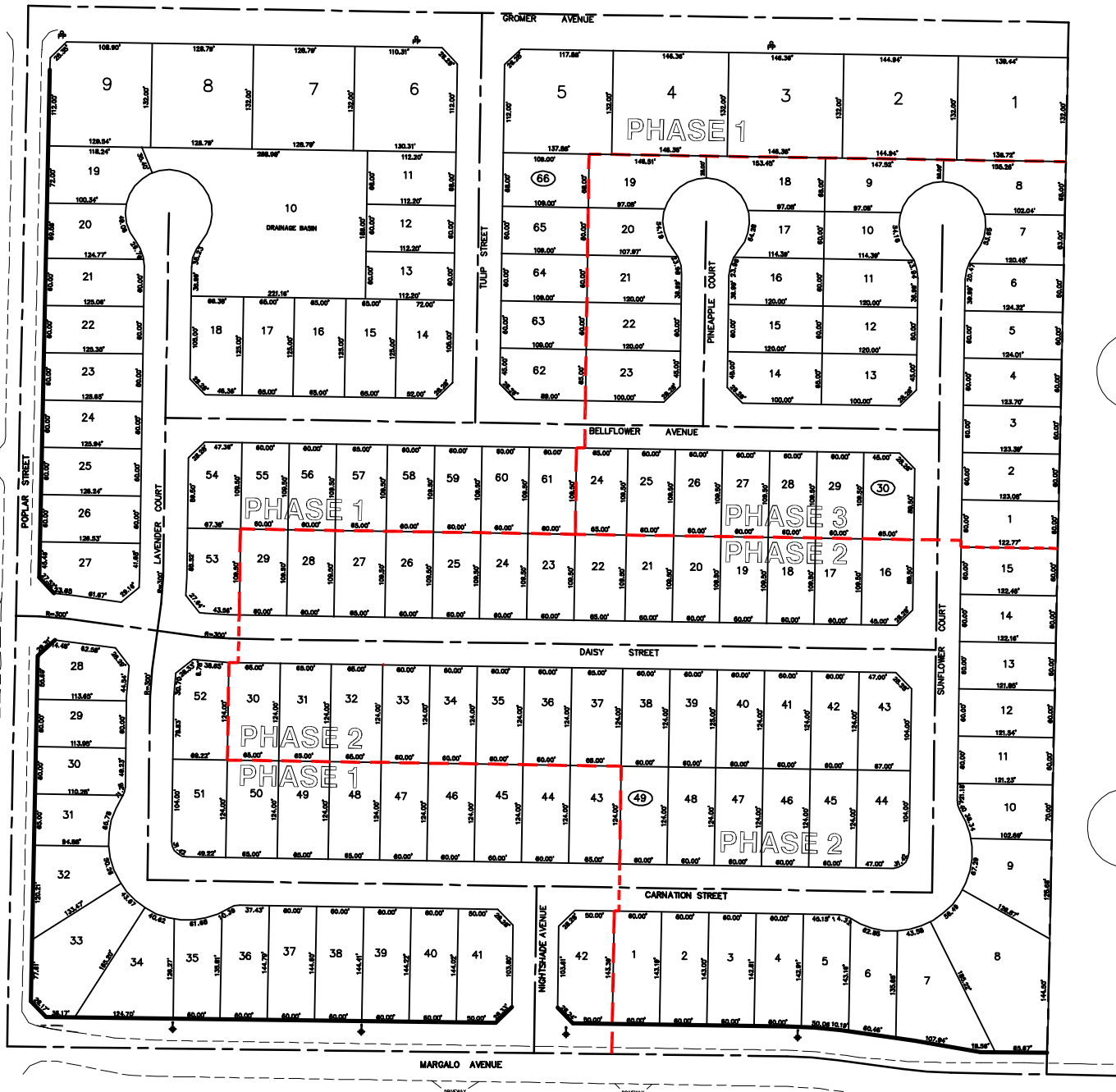
IV. Collection

The Resolution provides that the Special Tax is to be collected by the County of Kern in the same manner as ordinary ad valorem property taxes are collected and is to be subject to the same penalties and the same procedure, sale, and lien priority in case of delinquency as is provided for ad valorem property taxes.

V. Appeals and Interpretation Procedure

Any landowner or resident who pays the Special Tax and who feels that the amount of the Special Tax levied on his or her property is in error may file an application with the City contesting the levy of the Special Tax within 90 days of the delinquency date of the questioned installment. If not filed within that time, the objection is forever waived. The City Clerk, or her or his appointee, shall promptly review the application, and if necessary, meet with the applicant. If the findings of the City Clerk or the appointee verify that the Special Tax should be modified or changed, a recommendation to that effect will be made to the Council, and as appropriate, the modified or changed Special Tax shall be granted. If the City Clerk or the appointee denies the application, the taxpayer may appeal that determination within 14 days of the mailing of notification of denial, to the Council under such procedures as the Council shall establish. The determination of the Council on the appeal shall be final for all purposes. The filing of an application or an appeal shall not relieve the taxpayer of the obligation to pay the Special Tax when due. Any claims for refund of a Special Tax installment, except as otherwise set forth herein, shall be filed in accordance with the procedures set forth in the Wasco Municipal Code and applicable State law.

Interpretations may be made by Resolution of the Council for purposes of clarifying any vagueness or ambiguity as it relates to any of the terms or provisions of this Exhibit.



TRACT NO. 7373

PHASING PLAN

DATE: 7-27-2020

67 to 120

SCALE: 1" = 200'



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: Scott Hurlbert, City Manager

DATE: July 20, 2021

SUBJECT: Consideration of amending the handling of Administrative Leave for Director-Level staff employment contracts to conform with changes to employment contracts previously approved by City Council.

Recommendation:

Staff recommends approval to Amend Director Level Staff Members Employment Agreement.

Discussion:

The City hired Birdiana Bishop, Keri Cobb, Isarel Perez Hernandez, and Luis Villa as Director Level employees under their respective employment agreements. The City became aware that the section on Administrative Leave could not be fulfilled as stated in their employment agreement. The Administrative Leave section intended that, upon termination of their contracts, the City would not allow Bishop, Cobb, Perez Hernandez, and Villa to "Cash Out" any accrued but unused administrative leave at their then-current hourly rate of compensation. Since the completion of a new employment agreement for City Manager, Scott Hurlbert it has been identified that administrative leave is to be paid under the same terms and conditions as vacation pay accruals. Director level contracts will be updated to reflect the updated language for the handling of Administrative Leave.

Fiscal Impact:

Fiscal impact is equivalent to then hourly rate times the number of available administrative hours upon termination of respective Employment Agreements.

Attachments:

1. Resolution
2. Agreements
3. Agreement Notes for Scott Hurlbert Employment Contract

RESOLUTION NO. 2021 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO APPROVING THE CONTRACT AMENDMENTS BETWEEN DIRECTORS AND THE CITY OF WASCO.

WHEREAS, the City Council Approval of a Resolution to appoint Biridiana Bishop, Keri Cobb, Isarel Perez Hernandez, and Luis Villa as director-level staff members; and

WHEREAS, approving employment agreement that would not allow for the "cash out" of administrative leave. This section will now be updated to reflect the necessary change in language to process the compensation of Administrative Leave.

NOW THEREFORE BE IT RESOLVED,

SECTION 1: Approves the agreement to amend Director level staff members employment agreement.

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2021 - was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on July 20, 2021, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

ALEXANDRO GARCIA,
MAYOR of the City of Wasco

Attest: _____

MARIA O. MARTINEZ
CITY CLERK and Ex Officio Clerk of
the Council of the City of Wasco

EMPLOYMENT AGREEMENT NO. 2019 – 012 (1)
AGREEMENT BETWEEN BIRIDIANA BISHOP AND THE CITY OF WASCO TO AMEND
TERMS OF PUBLIC WORKS DIRECTOR EMPLOYMENT AGREEMENT NO. 19-012

This Mutual Agreement to Amend ("Amendment Agreement") is entered into by and between Employee Biridiana Bishop ("Bishop") and the City of Wasco ("City," collectively, "the Parties") with regard to the Employment Agreement ("Employment Agreement") dated April 16, 2019, by and between Bishop and the City.

RECITALS

1. On April 16, 2019, Bishop and the City entered into the Employment Agreement, a true and correct copy of which is attached hereto as Exhibit "A."
2. Bishop and the City agree that the Employment Agreement is binding on the parties and remains in effect in all respects, except as specifically amended in this Amendment Agreement.
3. Section 6 Letter B No. 2 Letter C of the Employment Agreement identifies Administrative Leave in the event of termination to not be "cash-out" by Bishop.
4. The City identified during the course of negotiation for the City Manager agreement for Scott Hurlbert, Administrative Leave should be treated under the same terms and conditions as the Vacation Accrual.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Amendment 1:

Section 6 Letter B No. 2 Letter C (entitled "Administrative Leave"), which consists of five (5) sentences, is hereby amended as follows:

Language in Employment Agreement: "SECTION 6 LETTER B NO 2. LETTER C.

Administrative Leave: Employee shall be entitled to eighty (80) hours of administrative leave per year on the same terms and conditions as for executive employees. The Administrative Leave shall be issued to Employee on the Effective Date of the Agreement. On each anniversary of the Effective Date of this Agreement, Employee shall be issued eighty (80) hours of Administrative Leave, or enough Administrative Leave to return Employee's Administrative Leave balance to eighty (80) hours, whichever is less. At no time shall Employee carry more than eighty (80) hours of Administrative Leave. Employee may not "cash-out" or donate Administrative Leave. Upon termination of this agreement at any time, for any reason or for no reason, Employee shall not under any circumstances be eligible for remuneration of any kind for any accrued but unused Administrative Leave."

Amended to Read: "Amended to Read: "SECTION 6 LETTER B NO 2. LETTER C.

ADMINISTRATIVE LEAVE: Bishop shall be entitled to eighty (80) hours of administrative

leave per year which shall be provided on the same terms and conditions as provided to the City's other executive employees. On April 16 of each year, Bishop shall be required to "cash-out" any accrued but unused administrative leave at his then-current hourly rate of compensation. In the event of termination of this Agreement, Bishop shall be entitled to payment for any unused Administrative Leave."

Bishop and the City further agree that nothing in this Amendment is intended to provide either Party with rights or obligations not enumerated in the Agreement.

Each party, by affixing its signature below, attests that it has been represented by counsel or has willingly foregone the opportunity to be represented by counsel throughout the process of negotiating this Agreement to Amend, and that this Agreement to Amend is mutually drafted by the parties for purposes of California law.

BISHOP

CITY OF WASCO

Print Name

City Manager

Signature

Signature

Date: _____, 2021

Date: _____, 2021

Exhibit "A."

CITY MANAGER EMPLOYMENT AGREEMENT NO. 19-012

Exhibit "B."

CITY MANAGER EMPLOYMENT AGREEMENT REVIEW NOTES FOR SCOTT
HURLBERT

EMPLOYMENT AGREEMENT NO. 19-012
CITY OF WASCO PUBLIC WORKS DIRECTOR

This Employment Agreement ("Agreement") is made by and between the City of Wasco, a California municipal corporation, ("the City") and Biridiana Bishop, an individual ("Employee;" collectively, "the parties"). The effective date of this Agreement shall be the date that it is approved by the City Council.

RECITALS

- A. The City desires to employ the services of Employee as Public Works Director (the "Classification"), under the terms and conditions set forth herein, and Employee is agreeable to same;
- B. Employee represents that he/she has the requisite specialized skills, training, certifications, licenses, and authorizations and is otherwise qualified to serve in the Classification.
- C. In connection with and contingent on Employee's acceptance of employment in the Classification, the City and Employee wish to enter into an Employment Agreement that sets forth the rights and obligations of the parties, and that will supersede all prior negotiations, discussions or agreements.

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants, promises, and conditions herein contained, the City and Employee agree as follows:

1. INCORPORATION. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.

2. HIRE; COMMENCEMENT OF EMPLOYMENT. The City hereby hires Employee as Public Works Director subject to the terms and conditions of this Agreement, effective as of the date that it is approved by the City Council, or Employee's first day of work in the Classification, whichever is later.

3. TERM OF EMPLOYMENT. The Term of this Agreement shall begin on the date that it is approved by the City Council, or Employee's first day of work in the Classification, whichever is later and shall expire three years from that date. At the sole discretion of the City Manager, the Term may be extended for a period of two year(s) thereafter by means of a writing memorializing same consistent with the NOTICE provisions herein.

4. AT-WILL EMPLOYEE. Employee understands that he/she is an employee "at will" under California law. Employee understands that, except as specifically controlled by this Agreement, Employee holds this position and continues in employment at the pleasure of the City. Employee understands that Employee may be terminated at any time, for any reason, or for no reason. Except as otherwise provided by law or this Agreement, the City may remove Employee from Employee's position and may terminate this Agreement and the employment relationship with

or without cause and with or without prior notice (except as designated in this Agreement, below). Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign from employment with the City.

2. **DUTIES AND AUTHORITY.** Employee shall exercise the full powers and perform the duties of the Classification, as set forth in the job description (if any) as well as all other applicable ordinances, laws, rules, regulations, and procedures, as they now exist or as they may hereafter be amended. Employee shall exercise such other powers and perform such other duties as the City Manager, or City Manager's designee may require from time to time.

2a. **HOURS OF WORK.** Employee's position is full-time with a work schedule generally consistent with the normal business hours adopted by the City and those necessary to fulfill the obligations required for the position. Employee understands and acknowledges that the nature of the Classification is such that Employee's presence and the performance of Employee's duties will from time to time be required outside of normal business hours, including meetings, training, and emergencies that may arise.

3. **PLACE OF EMPLOYMENT.** Unless the parties agree otherwise in writing in accordance with the terms set forth herein, Employee shall perform the duties of the Classification at the City's place of business, which is at the time of the execution of this Agreement 746 8th Street, Wasco, California. the City may from time to time require Employee to travel to other locations as necessary to discharge Employee's duties and or the duties/requirements of the Classification.

4. **EMPLOYEE'S OBLIGATIONS.** During the term of this Agreement, Employee shall remain in the exclusive employ of the City. Employee shall accept no other employment and shall not become employed by any other employer until the end of the term of this Agreement, or until this Agreement may otherwise be ended and Employee released from his/her obligations hereunder. Employee shall devote Employee's full energies, interest, abilities and productive time to the performance of this Agreement, and shall utilize Employee's best efforts to promote the City's interests. Employee shall not engage in any activity, consulting service or enterprise, for compensation or otherwise, which is actually or potentially in conflict with or inimical to, or which interferes with, his/her duties and responsibilities to the City, except as authorized in writing (including e-mail) by the City. Employee shall obtain prior authorization from the City Manager for any outside employment, consulting, teaching or enterprise.

4a. **RESIDENCY WAIVED.** The City waives any requirement that Employee's residence within the City of Wasco be a term or condition of Employee's employment.

5. EVALUATIONS. Employee's performance in the Classification shall be reviewed in writing by the City on or near the yearly anniversary of the commencement of this Agreement. If the City does not conduct such review within twenty (20) days of such anniversary, it is Employee's responsibility to request in writing that such review be conducted. The absence of any such written review, the failure of the City to conduct such review, or the failure or refusal of Employee to request such review, shall not be deemed an indication of Employee's satisfactory performance in the Classification.

6. SALARY AND BENEFITS.

A. Salary:

(1) Base Salary. The City shall pay Employee a base salary of one hundred fifteen thousand dollars (\$115,000.00) annually, subject to legally permissible, voluntary or required withholding, prorated and paid on the City's normal paydays. Employee specifically agrees that this amount is intended to be, and is, compensation for all hours worked by Employee. Employee expressly understands that Employee is exempt from the overtime pay provisions of California law (if any) and federal law. The City Manager may, from time to time and as specified herein, increase Employee's base salary provided that (a) Employee satisfies written and quantifiable goals and objectives; and (b) such increase does not cause Employee's salary to exceed the salary range approved and published by the City Council.

(2) Expenses. The City recognizes that Employee may incur certain expenses of a non-personal and job-related nature. The City agrees to reimburse or to pay such reasonable business expenses as are established by the City's policies, which are authorized for reimbursement, and which are incurred and submitted according to the City's normal expense approval and reimbursement procedures. To be eligible for reimbursement, all expenses must be supported by documentation meeting Employer's normal requirements and must be submitted within time limits established by Employer.

B. Employment Benefits. In addition to base salary, the City shall provide to Employee the following benefits:

(1) Holidays. Employee shall be entitled to the scheduled holidays generally available to other executive employees of Employer. Employee's salary includes holiday pay. Accordingly, Employee shall not be entitled to any additional salary or compensation for working on a holiday.

(2) Other Leave Benefits. Employee shall receive the following additional paid and unpaid leave benefits:

(a) Vacation. Employee shall be credited with twenty (20) hours of vacation time upon ratification of this Agreement by the City Council. Thereafter, Employee shall accrue vacation time at a rate of 6.15 hours every two weeks; however, Employee shall not be permitted to accrue more than a maximum of one hundred sixty (160) vacation hours. On each anniversary of the ratification of this Agreement by the City Council, or in reasonable proximity to same as determined

in the sole discretion of the City Manager but not to exceed two weeks, Employee may “cash out” up to one hundred twenty hours of accrued but unused vacation time; however, Employee may not use the “cash out” process to create a negative vacation balance.

(b) Sick Leave. Employee shall accrue sick time at a rate of 4 hours every two weeks. Employee shall not be permitted to accrue more than a maximum of one-hundred twenty (120) sick leave hours. Upon retirement with PERS and termination of this Agreement consistent therewith, Employee will be afforded the opportunity to contribute all unused sick leave hours to Employee’s PERS retirement account, in accordance with all applicable rules and regulations of PERS. Should Employee decline to contribute unused sick hours to Employee’s PERS retirement account, no “cash out” or other compensation therefor will be provided to Employee.

(c) Administrative Leave. Employee shall be entitled to eighty (80) hours of administrative leave per year on the same terms and conditions as for executive employees. The Administrative Leave shall be issued to Employee on the Effective Date of this Agreement. On each anniversary of the Effective Date of this Agreement, Employee shall be issued eighty (80) hours of Administrative Leave, or enough Administrative Leave to return Employee’s Administrative Leave balance to eighty (80) hours, whichever is less. At no time shall Employee carry more than eighty (80) hours of Administrative Leave. Employee may not “cash out” or donate Administrative Leave. Upon termination of this Agreement at any time, for any reason or for no reason, Employee shall not under any circumstances be eligible for remuneration of any kind for any accrued but unused Administrative Leave.

(3) Group Medical, Dental, Life Insurance. Employee (including Employee’s dependents, as applicable) will be eligible for health and welfare benefits and group insurance, as are provided under the City’s policies as are applicable to executive employees, according to the terms presently established and as may be changed from time to time. At the City’s expense, Employee shall receive a term life insurance policy in the amount of \$175,000.00.

(4) Social Security/Medicare. The City shall pay Employee’s portion of Social Security and Medicare payments in the same manner as the City currently pays on behalf of its other executive employees, subject to amendment from time to time.

(5) PERS Retirement. Employee shall be entitled to retirement benefits through the California Public Employees’ Retirement System (PERS). Employee shall remain at the 2% @ 62 for the duration of this Agreement and any extensions thereof.

(6) Uniform/Boot Allowance. The City shall provide Employee with an annual allowance for uniform/boot purchase by Employee, in the amount of three hundred dollars (\$300.00) on the payday the payday immediately following each anniversary thereof.

(7) Travel/Development. For the good of the City and as provided for in the City Budget, the City shall pay the reasonable travel and subsistence expenses as are established by the City Council and amended from time to time, for Employee's professional and official travel, meetings, and occasions adequate to continue Employee's professional development and to pursue necessary and other functions for the City, as may be duly approved by the City Council. The City also agrees to pay for reasonable travel and subsistence expenses as authorized by City Council policy as may now or later exist or be amended, related to such short courses, institutes, and seminars that the City deems necessary for Employee's professional development. This section specifically contemplates, subject to City Manager approval but without further need for approval by the City Council, the City's payment for reasonable travel and subsistence expenses related to Employee's attendance and participation at conferences held by the American Public Works Association, the Municipal Management Association of Northern California, and the California League of Cities.

(8) Dues/Subscriptions. For the good of the City and as provided for in the City Budget, the City shall pay such professional dues and subscriptions as are necessary for Employee's continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for Employee's continued professional participation, growth, and advancement and for the good of the City, as may be approved by the City Council.

(9) Bonding. The City shall bear the full costs of any fidelity or other bonds required of Employee (if any) under any law or ordinance by virtue of Employee's employment as directed by applicable ordinance, state law, the City, or the City Manager's request.

(10) Cell Phone. Given the "on-call" nature of the Classification as set forth above, Employer shall provide Employee with a "smartphone" and data plan that is appropriate for the needs of the Classification, consistent with City's Cell Phone Policy. Employee acknowledges that the "smartphone" is and shall remain the property of the City, that the "smartphone" is reserved exclusively for use in service to the City, and that Employee has no expectation of property or privacy in the "smartphone," or in the data transmitted through or saved on same.

(11) Other Fringe Benefits. Employee shall receive Except as otherwise expressly provided in this Agreement; Employee shall be eligible no other fringe benefits.

(12) The City reserves the right to enhance, reduce, terminate, and amend or to otherwise change its benefit programs at any time. Any such change to any benefit plan available to Employee, or in which Employee is enrolled pursuant to this Agreement shall apply to Employee, including any new or additional benefits or any reduction or elimination of benefits, without the need to amend this Agreement. In the event such change is only applicable to certain employees, if the change is applicable to executive employees, then those changes shall also apply to Employee.

7. TERMINATION OF AGREEMENT.

A. Termination without Cause. The City Manager may, in its sole and absolute discretion, terminate this Agreement prior to the expiration of the Term, pursuant to Chapter 2.04 of the Wasco Municipal Code. The City shall pay Employee for all services through the effective date of termination. Employee shall be paid for accrued and unused paid leave time, as may be applicable to leave time of that type under state law. In the event of termination by the City Manager, if the termination is not for "Cause" as defined below, Employee shall also receive, in specific exchange for Employee's execution of a waiver of any and all claims against the City arising from Employee's employment, Severance Pay equal to three months of COBRA premiums in an amount necessary to continue Employee's enrollment in the plan in which Employee was enrolled at the time of termination, plus the lesser of the following (a) Employee's salary for the remainder of the Term; or (b) three months' salary. Notwithstanding the foregoing, under no circumstances shall Employee receive any amount in excess of the limitations provided in Government Code §§ 53260 – 53264, or other applicable law.

B. Termination for Cause. For purposes of this Agreement, the following grounds for termination shall be considered termination for cause. In the event of termination for cause, no Severance Pay will be issued to Employee.

1. Conviction of, or pleading of nolo contender to, a felony;
2. Conviction of a misdemeanor arising out of Employee's duties under this Agreement and involving a willful or intentional violation of law;
3. Willful abandonment of duties;
4. A pattern of repeated, willful and intentional failure to carry out the terms of this Agreement, including any materially significant and legally constituted policy decisions of the City;
5. Any material act or pattern of action of dishonesty, disclosure of confidential information, commission of any act of gross carelessness or misconduct, unjustifiable neglect of Employee's duties under this Agreement; and/or
6. Any other action or inaction by Employee that materially and substantially impedes or disrupts the performance of the City or its organizational units, is detrimental to employee safety or public safety, violates properly established rules or procedures, adversely affects the reputation of the City, its officers or employees, or has a substantial and adverse effect on the City's interests.

C. Abuse of Office: In the event that Employee is convicted of a crime involving an abuse of office or position, Employee shall reimburse the City for any paid leave, cash settlement (including any monies paid hereunder), or any other outlay by the City on Employee's behalf, as provided for by Government Code sections 53243-53243.4.

D. Termination Due to Disability. If, at the end of any calendar month during the term of this Agreement, Employee is, and has been for the duration of the calendar month then ending, unable to perform the duties of the Classification due to mental or physical illness or injury, this Agreement, and Employee's employment thereunder, may be terminated.

E. Disputes. Except as otherwise mutually agreed, any dispute as to whether severance is excused under Section 7, Paragraph C, Sub-Paragraphs 4 and 5, above, shall be referred to arbitration before a single neutral arbitrator selected from a list of seven (7) arbitrators requested from the California State Mediation and Conciliation Service. the City will strike the first name, and the parties will alternate striking names until one person is left who shall be designated as the arbitrator.

8. ENTIRE AGREEMENT. This Agreement sets forth the final, complete and exclusive agreement between the City and Employee relating to the employment of Employee by the City, subject to the City of Wasco's rules, regulations, and policies. Any prior discussions or representations by or between the parties are merged into, and/or rendered null and void by, this Agreement. The foregoing notwithstanding, Employee understands and acknowledges that Employee's employment is subject to the City's generally applicable rules, policies, procedures, and regulations, including but not limited to those pertaining to employment matters, such as rules and regulations addressing equal employment opportunity, sexual harassment, and violence in the workplace.

9. REVIEW. Employee acknowledges that he/she has had the opportunity to review this Agreement and has conducted an independent review of the financial and legal effects of this Agreement, Employee acknowledges and agrees that Employee has been provided with the time, and has had the opportunity, to consult with others of Employee's own choosing, including but not limited to legal counsel, with regard to this Agreement and its effects. Employee acknowledges that any agreement not to do so was Employee's, and Employee's alone. Employee acknowledges and agrees that he/she has made an independent judgment regarding the financial and legal effects of this Agreement and has not relied on any representation by the City, or its officers, agents, or employees, other than those expressly set forth in this Agreement.

10. GOVERNING LAW. This Agreement shall be interpreted and construed pursuant to and in accordance with the local laws of the State of California.

11. MUTUALLY DRAFTED. For purposes of California law, the City and Employee agree that both the City and Employee are the drafters of this Agreement and that any ambiguity herein will not be construed against either the City or Employee.

12. HEADINGS, CAPTIONS. The headings and captions used in this Agreement are inserted for reference purposes only and shall not be deemed to limit or affect in any way the meaning or interpretation of any of the provisions of this Agreement.

13. SEVERABILITY. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If

any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

14. **WAIVER.** Waiver by any party of any breach of this Agreement by the other party, whether such waiver is express or implied, shall not be construed as a continuing waiver or consent to any subsequent breach of this Agreement on the part of the other party.

15. **NO AMENDMENT EXCEPT IN WRITING.** No amendments to this Agreement may be made except in writing, signed and dated by the City and Employee.

16. **NOTICES.** Any notice to Employer under this Agreement shall be given in writing to the City, either by personal service or by registered or certified mail, postage prepaid, addressed to the City at the following address: City Manager, City of Wasco, Wasco City Hall, 764 E Street, Wasco, CA 93280. Any such notice to Employee shall be given in writing and, if mailed, shall be addressed to Employee at Employee's home address then shown in Employee's personnel file as maintained by the City. For the purpose of determining compliance with any time limit in this Agreement, a notice shall be deemed to have been duly given (a) on the date of delivery, if served personally on the party to whom notice is to be given, or (b) on the second business day after mailing, if mailed to the party to whom the notice is to be given in the manner provided in this section.

This Agreement, which consists of eight (8) pages in sixteen (16) numbered sections, with a separate page for the parties' signatures on the eighth page, may be executed in counterparts, which together shall form an integrated Agreement. For purposes of this Agreement's execution, a facsimile, photocopied, or electronically transmitted signature shall be equally valid to an original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and executed personally or on its behalf by its duly authorized representative.

EMPLOYEE

CITY OF WASCO

Biridiana Bishop

Print Name

Daniel Ortiz-Hernandez

City Manager

Biridiana Bishop
Signature

Daniel Ortiz-Hernandez
Signature

Date: April, 16 2019

Date: April, 16 2019

EMPLOYMENT AGREEMENT NO. 2021 – 033 (1)
AGREEMENT BETWEEN ISAREL PEREZ HERNANDEZ AND THE CITY OF WASCO TO
AMEND TERMS OF FINANCE DIRECTOR EMPLOYMENT AGREEMENT NO. 2020-033

This Mutual Agreement to Amend ("Amendment Agreement") is entered into by and between Employee Isarel Perez Hernandez ("Perez") and the City of Wasco ("City," collectively, "the Parties") with regard to the Employment Agreement ("Employment Agreement") dated August 11, 2020, by and between Perez and the City.

RECITALS

1. On August 11, 2020, Perez and the City entered into the Employment Agreement, a true and correct copy of which is attached hereto as Exhibit "A."
2. Perez and the City agree that the Employment Agreement is binding on the parties and remains in effect in all respects, except as specifically amended in this Amendment Agreement.
3. Section 6 Letter B No. 2 Letter C of the Employment Agreement identifies Administrative Leave in event of termination to not be "cash out" by Perez.
4. The City identified during the course of negotiation for the City Manager agreement for Scott Hurlbert, Administrative Leave should be treated under the same terms and conditions as the Vacation Accrual.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Amendment 1:

Section 6 Letter B No. 2 Letter C (entitled "Administrative Leave"), which consists of six (6) sentences, is hereby amended as follows:

Language in Employment Agreement: "SECTION 6 LETTER B NO 2. LETTER C. Administrative/Executive Leave: Employee shall be entitled to eighty (80) hours of administrative leave per year on the same terms and conditions as for executive employees. The Administrative Leave shall be issued to Employee on the Effective Date of the Agreement. On each anniversary of the Effective Date of this Agreement, Employee shall be issued eighty (80) hours of Administrative Leave, or enough Administrative Leave to return Employee's Administrative Leave balance to eighty (80) hours, whichever is less. At no time shall Employee carry more than eighty (80) hours of Administrative Leave. Employee may not "cash out" or donate Administrative Leave. Upon termination of this agreement at any time, for any reason or for no reason, Employee shall not under any circumstances be eligible for remuneration of any kind for any accrued but unused Administrative Leave."

Amended to Read: "Amended to Read: "Section 6 Letter B No. 2 Letter C. ADMINISTRATIVE LEAVE: Perez shall be entitled to eighty (80) hours of administrative leave per year which shall

be provided on the same terms and conditions as provided to the City's other executive employees. On August 4 of each year, Perez shall be required to "cash out" any accrued but unused administrative leave at his then-current hourly rate of compensation. In the event of termination of this Agreement, Perez shall be entitled to payment for any unused Administrative Leave."

Perez and the City further agree that nothing in this Amendment is intended to provide either Party with rights or obligations not enumerated in the Agreement.

Each Party, by affixing its signature below, attests that it has been represented by counsel or has willingly foregone the opportunity to be represented by counsel throughout the process of negotiating this Agreement to Amend, and that this Agreement to Amend is mutually drafted by the parties for purposes of California law.

PEREZ

CITY OF WASCO

Print Name

Scott Hurlbert, City Manager

Signature

Signature

Date: _____, 2021

Date: _____, 2021

Exhibit "A."

CITY MANAGER EMPLOYMENT AGREEMENT NO. 2020-033

Exhibit "B."

CITY MANAGER EMPLOYMENT AGREEMENT REVIEW NOTES FOR SCOTT
HURLBERT

EMPLOYMENT AGREEMENT NO. 2020-033
CITY OF WASCO FINANCE DIRECTOR

This Employment Agreement ("Agreement") is made by and between the City of Wasco, a California municipal corporation, ("the City") and Isarel Perez-Hernandez, an individual ("Employee;" collectively, "the parties"). The effective date of this Agreement shall be the date that it is approved by the City Council.

RECITALS

- A. The City desires to employ the services of Employee as Finance Director (the "Classification"), under the terms and conditions set forth herein, and Employee is agreeable to same;
- B. Employee represents that he/she has the requisite specialized skills, training, certifications, licenses, and authorizations and is otherwise qualified to serve in the Classification.
- C. In connection with and contingent on Employee's acceptance of employment in the Classification, the City and Employee wish to enter into an Employment Agreement that sets forth the rights and obligations of the parties, and that will supersede all prior negotiations, discussions or agreements.

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants, promises, and conditions herein contained, the City and Employee agree as follows:

1. INCORPORATION. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.

2. HIRE; COMMENCEMENT OF EMPLOYMENT. The City hereby hires Employee as Finance Director subject to the terms and conditions of this Agreement, effective as of the date that it is approved by the City Council, or Employee's first day of work in the Classification, whichever is later.

3. TERM OF EMPLOYMENT. The Term of this Agreement shall begin on August 4, 2020 and shall expire three years from that date. At the sole discretion of the City Manager, the Term may be extended for a period of two year(s) thereafter by means of a writing memorializing same consistent with the NOTICE provisions herein.

4. AT-WILL EMPLOYEE. Employee understands that he/she is an employee "at will" under California law. Employee understands that, except as specifically controlled by this Agreement, Employee holds this position and continues in employment at the pleasure of the City. Employee understands that Employee may be terminated at any time, for any reason, or for no reason. Except as otherwise provided by law or this Agreement, the City may remove Employee from Employee's position and may terminate this Agreement and the employment relationship with or without cause and with or without prior notice (except as designated in this Agreement,

below). Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign from employment with the City.

2. DUTIES AND AUTHORITY. Employee shall exercise the full powers and perform the duties of the Classification, as set forth in the job description (if any) as well as all other applicable ordinances, laws, rules, regulations, and procedures, as they now exist or as they may hereafter be amended. Employee shall exercise such other powers and perform such other duties as the City Manager, or City Manager's designee may require from time to time.

2a. HOURS OF WORK. Employee's position is full-time with a work schedule generally consistent with the normal business hours adopted by the City and those necessary to fulfill the obligations required for the position. Employee understands and acknowledges that the nature of the Classification is such that Employee's presence and the performance of Employee's duties will from time to time be required outside of normal business hours, including meetings, training, and emergencies that may arise.

3. PLACE OF EMPLOYMENT. Unless the parties agree otherwise in writing in accordance with the terms set forth herein, Employee shall perform the duties of the Classification at the City's place of business, which is at the time of the execution of this Agreement 746 8th Street, Wasco, California. the City may from time to time require Employee to travel to other locations as necessary to discharge Employee's duties and or the duties/requirements of the Classification.

4. EMPLOYEE'S OBLIGATIONS. During the term of this Agreement, Employee shall remain in the exclusive employ of the City. Employee shall accept no other employment and shall not become employed by any other employer until the end of the term of this Agreement, or until this Agreement may otherwise be ended and Employee released from his/her obligations hereunder. Employee shall devote Employee's full energies, interest, abilities and productive time to the performance of this Agreement, and shall utilize Employee's best efforts to promote the City's interests. Employee shall not engage in any activity, consulting service or enterprise, for compensation or otherwise, which is actually or potentially in conflict with or inimical to, or which interferes with, his/her duties and responsibilities to the City, except as authorized in writing (including e-mail) by the City. Employee shall obtain prior authorization from the City Manager for any outside employment, consulting, teaching or enterprise.

4a. RESIDENCY WAIVED. The City waives any requirement that Employee's residence within the City of Wasco be a term or condition of Employee's employment.

5. EVALUATIONS. Employee's performance in the Classification shall be reviewed in writing by the City on or near the yearly anniversary of the commencement of this Agreement. If the City does not conduct such review within twenty (20) days of such anniversary, it is Employee's responsibility to request in writing that such review be conducted. The absence of any such written review, the failure of the City to conduct such review, or the failure or refusal of Employee to request such review, shall not be deemed an indication of Employee's satisfactory performance in the Classification.

6. SALARY AND BENEFITS.

A. Salary:

(1) Base Salary. The City shall pay Employee a base salary of one hundred and four thousand five hundred and seventy-three dollars with sixty-nine cents (\$104,573.69) annually, subject to legally permissible, voluntary or required withholding, prorated and paid on the City's normal paydays. Employee specifically agrees that this amount is intended to be, and is, compensation for all hours worked by Employee. Employee expressly understands that Employee is exempt from the overtime pay provisions of California law (if any) and federal law. The City Manager may, from time to time and as specified herein, increase Employee's base salary provided that (a) Employee satisfies written and quantifiable goals and objectives; and (b) such increase does not cause Employee's salary to exceed the salary range approved and published by the City Council.

(2) Expenses. The City recognizes that Employee may incur certain expenses of a non-personal and job-related nature. The City agrees to reimburse or to pay such reasonable business expenses as are established by the City's policies, which are authorized for reimbursement, and which are incurred and submitted according to the City's normal expense approval and reimbursement procedures. To be eligible for reimbursement, all expenses must be supported by documentation meeting Employer's normal requirements and must be submitted within time limits established by Employer.

B. Employment Benefits. In addition to base salary, the City shall provide to Employee the following benefits:

(1) Holidays. Employee shall be entitled to the scheduled holidays generally available to other executive employees of Employer. Employee's salary includes holiday pay. Accordingly, Employee shall not be entitled to any additional salary or compensation for working on a holiday.

(2) Other Leave Benefits. Employee shall receive the following additional paid and unpaid leave benefits:

(a) Vacation. Employee shall accrue vacation time at a rate of 6.15 hours every two weeks; however, Employee shall not be permitted to accrue more than a maximum of two hundred twenty-two (220) vacation hours during the first twelve (12) months of Agreement. Commencing on the thirteenth (13) month of this Agreement, Employee shall not be permitted to accrue more than a maximum of one hundred sixty (160) vacation hours. On each anniversary of this Agreement, or in reasonable proximity to same as determined in the sole discretion of the City Manager but not to exceed two weeks, Employee may "cash out" up to one hundred twenty hours of accrued but unused vacation time; however, Employee may not use the "cash out" process to create a negative vacation balance.

(b) Sick Leave. Employee shall accrue sick time at a rate of 4 hours every two weeks. Employee shall not be permitted to accrue more than a maximum of one hundred twenty (120) sick leave hours. Upon retirement with PERS and termination of this Agreement consistent therewith, Employee will be afforded the opportunity to contribute all unused sick leave

hours to Employee's PERS retirement account, in accordance with all applicable rules and regulations of PERS. Should Employee decline to contribute unused sick hours to Employee's PERS retirement account, no "cash out" or other compensation therefor will be provided to Employee.

(c) Administrative/Executive Leave. Employee shall be entitled to eighty (80) hours of administrative leave per year fiscal year on the same terms and conditions as for executive employees. The Administrative Leave shall be issued to Employee on the Effective Date of this Agreement. On each anniversary of the Effective Date of this Agreement, Employee shall be issued eighty (80) hours of Administrative Leave, or enough Administrative Leave to return Employee's Administrative Leave balance to eighty (80) hours, whichever is less. At no time shall Employee carry more than eighty (80) hours of Administrative Leave. Employee may not "cash out" or donate Administrative Leave. Upon termination of this Agreement at any time, for any reason or for no reason, Employee shall not under any circumstances be eligible for remuneration of any kind for any accrued but unused Administrative Leave.

(3) Group Medical, Dental, Life Insurance. Employee (including Employee's dependents, as applicable) will be eligible for health and welfare benefits and group insurance, as are provided under the City's policies as are applicable to executive employees, according to the terms presently established and as may be changed from time to time. At the City's expense, Employee shall receive a term life insurance policy in the amount of \$175,000.00.

(4) Social Security. The City shall pay Employee's portion of Social Security payments in the same manner as the City currently pays on behalf of its other executive employees, subject to amendment from time to time.

(5) PERS Retirement. Employee shall be entitled to retirement benefits through the California Public Employees' Retirement System (PERS). Employee shall remain at the 2% @ 62 for the duration of this Agreement and any extensions thereof. Employee shall be responsible for paying the applicable employee contribution pursuant to PERS regulations. If any benefits enumerated hereunder are contrary to PERS regulations and/or applicable law, then those portions which so conflict will be deemed severed and the applicable law and/or regulations shall apply and shall be deemed to replace those portions which so conflict.

(6) Travel/Professional Development. For the good of the City and as provided for in the City Budget, the City shall pay the reasonable travel and subsistence expenses as are established by the City Council and amended from time to time, for Employee's professional and official travel, meetings, and occasions adequate to continue Employee's professional development and to pursue necessary and other functions for the City, as may be duly approved by the City Council. The City also agrees to pay for reasonable travel and subsistence expenses as authorized by City Council policy as may now or later exist or be amended, related to such short courses, institutes, and seminars that the City deems necessary for Employee's professional development. This section specifically contemplates, subject to City Manager approval but without further need for approval by the City Council, the City's payment for reasonable travel and subsistence expenses related to Employee's attendance and participation at conferences held by the California Society of Municipal Finance Officers (CSMFO), the Government Finance Officers Association (GFOA), California Public Employers Labor Relations Association (CALPELRA),

Municipal Management Association of Northern California (MMANC), and the California League of Cities.

(8) Dues/Subscriptions. For the good of the City and as provided for in the City Budget, the City shall pay such professional dues and subscriptions as are necessary for Employee's continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for Employee's continued professional participation, growth, and advancement and for the good of the City, as may be approved by the City Council.

(9) Bonding. The City shall bear the full costs of any fidelity or other bonds required of Employee (if any) under any law or ordinance by virtue of Employee's employment as directed by applicable ordinance, state law, the City, or the City Manager's request.

(10) Cell Phone. Given the "on-call" nature of the Classification as set forth above, Employer shall provide Employee with a "smartphone" and data plan that is appropriate for the needs of the Classification, consistent with City's Cell Phone Policy. Employee acknowledges that the "smartphone" is and shall remain the property of the City, that the "smartphone" is reserved exclusively for use in service to the City, and that Employee has no expectation of property or privacy in the "smartphone," or in the data transmitted through or saved on same.

(11) Other Fringe Benefits. Employee shall receive Except as otherwise expressly provided in this Agreement; Employee shall be eligible no other fringe benefits.

(12) The City reserves the right to enhance, reduce, terminate, and amend or to otherwise change its benefit programs at any time. Any such change to any benefit plan available to Employee, or in which Employee is enrolled pursuant to this Agreement shall apply to Employee, including any new or additional benefits or any reduction or elimination of benefits, without the need to amend this Agreement. In the event such change is only applicable to certain employees, if the change is applicable to executive employees, then those changes shall also apply to Employee.

7. TERMINATION OF AGREEMENT.

A. Termination without Cause. The City Manager may, in its sole and absolute discretion, terminate this Agreement prior to the expiration of the Term, pursuant to Chapter 2.04 of the Wasco Municipal Code. The City shall pay Employee for all services through the effective date of termination. Employee shall be paid for accrued and unused paid leave time, as may be applicable to leave time of that type under state law. In the event of termination by the City Manager, if the termination is not for "Cause" as defined below, Employee shall also receive, in specific exchange for Employee's execution of a waiver of any and all claims against the City arising from Employee's employment, Severance Pay equal to three months of COBRA premiums in an amount necessary to continue Employee's enrollment in the plan in which Employee was enrolled at the time of termination, plus the lesser of the following (a) Employee's salary for the remainder of the Term; or (b) three months' salary. Notwithstanding the foregoing, under no circumstances shall Employee receive any amount in excess of the limitations provided in

Government Code §§ 53260 – 53264, or other applicable law.

B. Termination for Cause. For purposes of this Agreement, the following grounds for termination shall be considered termination for cause. In the event of termination for cause, no Severance Pay will be issued to Employee.

1. Conviction of, or pleading of nolo contendere to, a felony;
2. Conviction of a misdemeanor arising out of Employee's duties under this Agreement and involving a willful or intentional violation of law;
3. Willful abandonment of duties;
4. A pattern of repeated, willful and intentional failure to carry out the terms of this Agreement, including any materially significant and legally constituted policy decisions of the City;
5. Any material act or pattern of action of dishonesty, disclosure of confidential information, commission of any act of gross carelessness or misconduct, unjustifiable neglect of Employee's duties under this Agreement; and/or
6. Any other action or inaction by Employee that materially and substantially impedes or disrupts the performance of the City or its organizational units, is detrimental to employee safety or public safety, violates properly established rules or procedures, adversely affects the reputation of the City, its officers or employees, or has a substantial and adverse effect on the City's interests.

C. Abuse of Office: In the event that Employee is convicted of a crime involving an abuse of office or position, Employee shall reimburse the City for any paid leave, cash settlement (including any monies paid hereunder), or any other outlay by the City on Employee's behalf, as provided for by Government Code sections 53243-53243.4.

D. Termination Due to Disability. If, at the end of any calendar month during the term of this Agreement, Employee is, and has been for the duration of the calendar month then ending, unable to perform the duties of the Classification due to mental or physical illness or injury, this Agreement, and Employee's employment thereunder, may be terminated.

E. Disputes. Except as otherwise mutually agreed, any dispute as to whether severance is excused under Section 7, Paragraph C, Sub-Paragraphs 4 and 5, above, shall be referred to arbitration before a single neutral arbitrator selected from a list of seven (7) arbitrators requested from the California State Mediation and Conciliation Service. The City will strike the first name, and the parties will alternate striking names until one person is left who shall be designated as the arbitrator. In the event arbitration is not permitted by law, mediation shall be substituted.

8. ENTIRE AGREEMENT. This Agreement sets forth the final, complete and exclusive agreement between the City and Employee relating to the employment of Employee by the City, subject to the City of Wasco's rules, regulations, and policies. Any prior discussions or

representations by or between the parties are merged into, and/or rendered null and void by, this Agreement. The foregoing notwithstanding, Employee understands and acknowledges that Employee's employment is subject to the City's generally applicable rules, policies, procedures, and regulations, including but not limited to those pertaining to employment matters, such as rules and regulations addressing equal employment opportunity, sexual harassment, and violence in the workplace.

9. **REVIEW.** Employee acknowledges that he/she has had the opportunity to review this Agreement and has conducted an independent review of the financial and legal effects of this Agreement, Employee acknowledges and agrees that Employee has been provided with the time, and has had the opportunity, to consult with others of Employee's own choosing, including but not limited to legal counsel, with regard to this Agreement and its effects. Employee acknowledges that any agreement not to do so was Employee's, and Employee's alone. Employee acknowledges and agrees that he/she has made an independent judgment regarding the financial and legal effects of this Agreement and has not relied on any representation by the City, or its officers, agents, or employees, other than those expressly set forth in this Agreement.

10. **GOVERNING LAW.** This Agreement shall be interpreted and construed pursuant to and in accordance with the local laws of the State of California.

11. **MUTUALLY DRAFTED.** For purposes of California law, the City and Employee agree that both the City and Employee are the drafters of this Agreement and that any ambiguity herein will not be construed against either the City or Employee.

12. **HEADINGS, CAPTIONS.** The headings and captions used in this Agreement are inserted for reference purposes only and shall not be deemed to limit or affect in any way the meaning or interpretation of any of the provisions of this Agreement.

13. **SEVERABILITY.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

14. **WAIVER.** Waiver by any party of any breach of this Agreement by the other party, whether such waiver is express or implied, shall not be construed as a continuing waiver or consent to any subsequent breach of this Agreement on the part of the other party.

15. **NO AMENDMENT EXCEPT IN WRITING.** No amendments to this Agreement may be made except in writing, signed and dated by the City and Employee.

16. **NOTICES.** Any notice to Employer under this Agreement shall be given in writing to the City, either by personal service or by registered or certified mail, postage prepaid, addressed to the City at the following address: City Manager, City of Wasco, Wasco City Hall, 746 8th Street, Wasco, CA 93280. Any such notice to Employee shall be given in writing and, if mailed, shall be addressed to Employee at Employee's home address then shown in Employee's personnel file as maintained by the City. For the purpose of determining compliance with any time limit in this Agreement, a notice shall be deemed to have been duly given (a) on the date of

delivery, if served personally on the party to whom notice is to be given, or (b) on the second business day after mailing, if mailed to the party to whom the notice is to be given in the manner provided in this section.

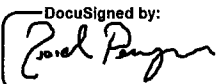
This Agreement, which consists of eight (8) pages in sixteen (16) numbered sections, with a separate page for the parties' signatures on the eighth page, may be executed in counterparts, which together shall form an integrated Agreement. For purposes of this Agreement's execution, a facsimile, photocopied, or electronically transmitted signature shall be equally valid to an original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and executed personally or on its behalf by its duly authorized representative.

EMPLOYEE

Isarel Perez-Hernandez

Print Name: Isarel Perez-Hernandez

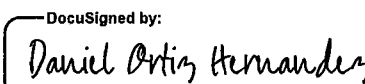
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Signature:

Date: 8/11/2020, 2020

CITY OF WASCO

Daniel Ortiz Hernandez

City Manager

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Signature

Date: 8/11/2020, 2020

EMPLOYMENT AGREEMENT NO. 2019 – 032 (1)
AGREEMENT BETWEEN KERI COBB AND THE CITY OF WASCO TO AMEND TERMS
OF COMMUNITY DEVELOPMENT DIRECTOR EMPLOYMENT AGREEMENT NO. 19-
032

This Mutual Agreement to Amend ("Amendment Agreement") is entered into by and between Employee Keri Cobb ("Cobb") and the City of Wasco ("City," collectively, "the Parties") with regard to the Employment Agreement ("Employment Agreement") dated November 8, 2019, by and between Cobb and the City.

RECITALS

1. On November 8, 2019, Cobb and the City entered into the Employment Agreement, a true and correct copy of which is attached hereto as Exhibit "A."
2. Cobb and the City agree that the Employment Agreement is binding on the parties and remains in effect in all respects, except as specifically amended in this Amendment Agreement.
3. Section 6 Letter B No. 2 Letter C of the Employment Agreement identifies Administrative Leave in event of termination to not be "cash out" by Cobb.
4. The City identified during the course of negotiation for the City Manager agreement for Scott Hurlbert, Administrative Leave should be treated under the same terms and conditions as the Vacation Accrual.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Amendment 1:

Section 6 Letter B No. 2 Letter C (entitled "Administrative Leave"), which consists of six (6) sentences, is hereby amended as follows:

Language in Employment Agreement: "SECTION 6 LETTER B NO 2. LETTER C. Administrative/Executive Leave: Employee shall be entitled to eighty (80) hours of administrative leave per year on the same terms and conditions as for executive employees. The Administrative Leave shall be issued to Employee on the Effective Date of the Agreement. On each anniversary of the Effective Date of this Agreement, Employee shall be issued eighty (80) hours of Administrative Leave, or enough Administrative Leave to return Employee's Administrative Leave balance to eighty (80) hours, whichever is less. At no time shall Employee carry more than eighty (80) hours of Administrative Leave. Employee may not "cash out" or donate Administrative Leave. Upon termination of this agreement at any time, for any reason or for no reason, Employee shall not under any circumstances be eligible for remuneration of any kind for any accrued but unused Administrative Leave."

Amended to Read: "Amended to Read: "Section 6 Letter B No. 2 Letter C. ADMINISTRATIVE LEAVE: Cobb shall be entitled to eighty (80) hours of administrative leave per year which shall be provided on the same terms and conditions as provided to the City's other executive employees. On January 13 of each year, Cobb shall be required to "cash out" any accrued but unused administrative leave at his then-current hourly rate of compensation. In the event of termination of this Agreement, Cobb shall be entitled to payment for any unused Administrative Leave."

Cobb and the City further agree that nothing in this Amendment is intended to provide either Party with rights or obligations not enumerated in the Agreement.

Each party, by affixing its signature below, attests that it has been represented by counsel or has willingly foregone the opportunity to be represented by counsel throughout the process of negotiating this Agreement to Amend, and that this Agreement to Amend is mutually drafted by the parties for purposes of California law.

COBB

CITY OF WASCO

Print Name

Scott Hurlbert, City Manager

Signature

Signature

Date: _____, 2021

Date: _____, 2021

Exhibit "A."

CITY MANAGER EMPLOYMENT AGREEMENT NO. 19-032

Exhibit "B."

CITY MANAGER EMPLOYMENT AGREEMENT REVIEW NOTES FOR SCOTT
HURLBERT

EMPLOYMENT AGREEMENT NO. 19-032
CITY OF WASCO COMMUNITY DEVELOPMENT DIRECTOR

This Employment Agreement ("Agreement") is made by and between the City of Wasco, a California municipal corporation, ("the City") and Keri Cobb, an individual ("Employee;" collectively, "the parties"). The effective date of this Agreement shall be the date that it is approved by the City Council.

RECITALS

- A. The City desires to employ the services of Employee as Community Development Director (the "Classification"), under the terms and conditions set forth herein, and Employee is agreeable to same;
- B. Employee represents that he/she has the requisite specialized skills, training, certifications, licenses, and authorizations and is otherwise qualified to serve in the Classification.
- C. In connection with and contingent on Employee's acceptance of employment in the Classification, the City and Employee wish to enter into an Employment Agreement that sets forth the rights and obligations of the parties, and that will supersede all prior negotiations, discussions or agreements.

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants, promises, and conditions herein contained, the City and Employee agree as follows:

1. **INCORPORATION.** The parties incorporate the foregoing recitals as if fully set forth herein verbatim.

2. **HIRE; COMMENCEMENT OF EMPLOYMENT.** The City hereby hires Employee as Community Development Director subject to the terms and conditions of this Agreement, effective as of the date that it is approved by the City Council, or Employee's first day of work in the Classification, whichever is later.

3. **TERM OF EMPLOYMENT.** The Term of this Agreement shall begin on January 13, 2020 and shall expire three years from that date. At the sole discretion of the City Manager, the Term may be extended for a period of two year(s) thereafter by means of a writing memorializing same consistent with the NOTICE provisions herein.

4. **AT-WILL EMPLOYEE.** Employee understands that he/she is an employee "at will" under California law. Employee understands that, except as specifically controlled by this Agreement, Employee holds this position and continues in employment at the pleasure of the City. Employee understands that Employee may be terminated at any time, for any reason, or for no reason. Except as otherwise provided by law or this Agreement, the City may remove Employee from Employee's position and may terminate this Agreement and the employment relationship with or without cause and with or without prior notice (except as designated in this Agreement,

below). Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign from employment with the City.

2. **DUTIES AND AUTHORITY.** Employee shall exercise the full powers and perform the duties of the Classification, as set forth in the job description (if any) as well as all other applicable ordinances, laws, rules, regulations, and procedures, as they now exist or as they may hereafter be amended. Employee shall exercise such other powers and perform such other duties as the City Manager, or City Manager's designee may require from time to time.

2a. **HOURS OF WORK.** Employee's position is full-time with a work schedule generally consistent with the normal business hours adopted by the City and those necessary to fulfill the obligations required for the position. Employee understands and acknowledges that the nature of the Classification is such that Employee's presence and the performance of Employee's duties will from time to time be required outside of normal business hours, including meetings, training, and emergencies that may arise.

3. **PLACE OF EMPLOYMENT.** Unless the parties agree otherwise in writing in accordance with the terms set forth herein, Employee shall perform the duties of the Classification at the City's place of business, which is at the time of the execution of this Agreement 746 8th Street, Wasco, California. the City may from time to time require Employee to travel to other locations as necessary to discharge Employee's duties and or the duties/requirements of the Classification.

4. **EMPLOYEE'S OBLIGATIONS.** During the term of this Agreement, Employee shall remain in the exclusive employ of the City. Employee shall accept no other employment and shall not become employed by any other employer until the end of the term of this Agreement, or until this Agreement may otherwise be ended and Employee released from his/her obligations hereunder. Employee shall devote Employee's full energies, interest, abilities and productive time to the performance of this Agreement, and shall utilize Employee's best efforts to promote the City's interests. Employee shall not engage in any activity, consulting service or enterprise, for compensation or otherwise, which is actually or potentially in conflict with or inimical to, or which interferes with, his/her duties and responsibilities to the City, except as authorized in writing (including e-mail) by the City. Employee shall obtain prior authorization from the City Manager for any outside employment, consulting, teaching or enterprise.

4a. **RESIDENCY WAIVED.** The City waives any requirement that Employee's residence within the City of Wasco be a term or condition of Employee's employment.

5. **EVALUATIONS.** Employee's performance in the Classification shall be reviewed in writing by the City on or near the yearly anniversary of the commencement of this Agreement. If the City does not conduct such review within twenty (20) days of such anniversary, it is Employee's responsibility to request in writing that such review be conducted. The absence of any such written review, the failure of the City to conduct such review, or the failure or refusal of Employee to request such review, shall not be deemed an indication of Employee's satisfactory performance in the Classification.

6. SALARY AND BENEFITS.

A. Salary:

(1) Base Salary. The City shall pay Employee a base salary of one hundred fifteen thousand dollars (\$115,000.00) annually, subject to legally permissible, voluntary or required withholding, prorated and paid on the City's normal paydays. Employee specifically agrees that this amount is intended to be, and is, compensation for all hours worked by Employee. Employee expressly understands that Employee is exempt from the overtime pay provisions of California law (if any) and federal law. The City Manager may, from time to time and as specified herein, increase Employee's base salary provided that (a) Employee satisfies written and quantifiable goals and objectives; and (b) such increase does not cause Employee's salary to exceed the salary range approved and published by the City Council.

(2) Expenses. The City recognizes that Employee may incur certain expenses of a non-personal and job-related nature. the City agrees to reimburse or to pay such reasonable business expenses as are established by the City's policies, which are authorized for reimbursement, and which are incurred and submitted according to the City's normal expense approval and reimbursement procedures. To be eligible for reimbursement, all expenses must be supported by documentation meeting Employer's normal requirements and must be submitted within time limits established by Employer.

B. Employment Benefits. In addition to base salary, the City shall provide to Employee the following benefits:

(1) Holidays. Employee shall be entitled to the scheduled holidays generally available to other executive employees of Employer. Employee's salary includes holiday pay. Accordingly, Employee shall not be entitled to any additional salary or compensation for working on a holiday.

(2) Other Leave Benefits. Employee shall receive the following additional paid and unpaid leave benefits:

(a) Vacation. Employee shall be credited with twenty (20) hours of vacation time upon the start date of this Agreement. Thereafter, Employee shall accrue vacation time at a rate of 6.15 hours every two weeks; however, Employee shall not be permitted to accrue more than a maximum of one hundred sixty (160) vacation hours. On each anniversary of this Agreement, or in reasonable proximity to same as determined in the sole discretion of the City Manager but not to exceed two weeks, Employee may "cash out" up to one hundred twenty hours of accrued but unused vacation time; however, Employee may not use the "cash out" process to create a negative vacation balance.

(b) Sick Leave. Employee shall accrue sick time at a rate of 4 hours every two weeks. Employee shall not be permitted to accrue more than a maximum of one-hundred (120) sick leave hours. Upon retirement with PERS and termination of this Agreement consistent therewith, Employee will be afforded the opportunity to contribute all unused sick leave hours to Employee's PERS retirement account, in accordance with all applicable rules and

regulations of PERS. Should Employee decline to contribute unused sick hours to Employee's PERS retirement account, no "cash out" or other compensation therefor will be provided to Employee.

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Manager's approval, the City shall provide payment for registration, reasonable travel and subsistence for Employee's participation in the California Academy for Economic Development "Introduction to Economic Development Certificate Program".

(8) Dues/Subscriptions. For the good of the City and as provided for in the City Budget, the City shall pay such professional dues and subscriptions as are necessary for Employee's continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for Employee's continued professional participation, growth, and advancement and for the good of the City, as may be approved by the City Council.

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remainder of the Term; or (b) three months' salary. Notwithstanding the foregoing, under no circumstances shall Employee receive any amount in excess of the limitations provided in Government Code §§ 53260 – 53264, or other applicable law.

B. Termination for Cause. For purposes of this Agreement, the following grounds for termination shall be considered termination for cause. In the event of termination for cause, no Severance Pay will be issued to Employee.

1. Conviction of, or pleading of nolo contendere to, a felony;
2. Conviction of a misdemeanor arising out of Employee's duties under this Agreement and involving a willful or intentional violation of law;
3. Willful abandonment of duties;
4. A pattern of repeated, willful and intentional failure to carry out the terms of this Agreement, including any materially significant and legally constituted policy decisions of the City;
5. Any material act or pattern of action of dishonesty, disclosure of confidential information, commission of any act of gross carelessness or misconduct, unjustifiable neglect of Employee's duties under this Agreement; and/or
6. Any other action or inaction by Employee that materially and substantially impedes or disrupts the performance of the City or its organizational units, is detrimental to employee safety or public safety, violates properly established rules or procedures, adversely affects the reputation of the City, its officers or employees, or has a substantial and adverse effect on the City's interests.

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11. MUTUALLY DRAFTED. For purposes of California law, the City and Employee agree that both the City and Employee are the drafters of this Agreement and that any ambiguity herein will not be construed against either the City or Employee.

12. HEADINGS, CAPTIONS. The headings and captions used in this Agreement are inserted for reference purposes only and shall not be deemed to limit or affect in any way the meaning or interpretation of any of the provisions of this Agreement.

13. SEVERABILITY. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall

nevertheless remain in full force and effect in all other circumstances.

14. **WAIVER.** Waiver by any party of any breach of this Agreement by the other party, whether such waiver is express or implied, shall not be construed as a continuing waiver or consent to any subsequent breach of this Agreement on the part of the other party.

15. **NO AMENDMENT EXCEPT IN WRITING.** No amendments to this Agreement may be made except in writing, signed and dated by the City and Employee.

16. **NOTICES.** Any notice to Employer under this Agreement shall be given in writing to the City, either by personal service or by registered or certified mail, postage prepaid, addressed to the City at the following address: City Manager, City of Wasco, Wasco City Hall, 746 8th Street, Wasco, CA 93280. Any such notice to Employee shall be given in writing and, if mailed, shall be addressed to Employee at Employee's home address then shown in Employee's personnel file as maintained by the City. For the purpose of determining compliance with any time limit in this Agreement, a notice shall be deemed to have been duly given (a) on the date of delivery, if served personally on the party to whom notice is to be given, or (b) on the second business day after mailing, if mailed to the party to whom the notice is to be given in the manner provided in this section.

This Agreement, which consists of eight (8) pages in sixteen (16) numbered sections, with a separate page for the parties' signatures on the eighth page, may be executed in counterparts, which together shall form an integrated Agreement. For purposes of this Agreement's execution, a facsimile, photocopied, or electronically transmitted signature shall be equally valid to an original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and executed personally or on its behalf by its duly authorized representative.

EMPLOYEE

Keri Cobb
Print Name

[Signature]
Signature

Date: Nov 7, 2019

CITY OF WASCO

Daniel Ortiz Hernandez
City Manager

[Signature]
Signature

Date: Nov 8, 2019

EMPLOYMENT AGREEMENT NO. 2021 – 013 (1)
AGREEMENT BETWEEN LUIS VILLA AND THE CITY OF WASCO TO AMEND TERMS
OF DEPUTY PUBLIC WORKS DIRECTOR (WATER UTILITY AND WATER
RECLAMATION FACILITIES) EMPLOYMENT AGREEMENT NO. 2021-013

This Mutual Agreement to Amend ("Amendment Agreement") is entered into by and between Employee Luis Villa ("Villa") and the City of Wasco ("City," collectively, "the Parties") with regard to the Employment Agreement ("Employment Agreement") dated March 18, 2021, by and between Villa and the City.

RECITALS

1. On March 18, 2021, Villa and the City entered into the Employment Agreement, a true and correct copy of which is attached hereto as Exhibit "A."
2. Villa and the City agree that the Employment Agreement is binding on the parties and remains in effect in all respects, except as specifically amended in this Amendment Agreement.
3. Section 9 Letter B No. 2 Letter C of the Employment Agreement identifies Administrative Leave in event of termination to not be "cash out" by Villa.
4. The City identified during the course of negotiation for the City Manager agreement for Scott Hurlbert, Administrative Leave should be treated under the same terms and conditions as the Vacation Accrual.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Amendment 1:

Section 9 Letter B No. 2 Letter C (entitled "Administrative Leave"), which consists of six (6) sentences, is hereby amended as follows:

Language in Employment Agreement: "SECTION 9 LETTER B NO 2. LETTER C. Administrative/Executive Leave. Employee shall be entitled to forty (40) hours of administrative leave per year fiscal year on the same terms and conditions as for executive employees. The Administrative Leave shall be issued to Employee on the Effective Date of this Agreement. On each anniversary of the Effective Date of this Agreement, Employee shall be issued forty (40) hours of Administrative Leave, or enough Administrative Leave to return Employee's Administrative Leave balance to forty (40) hours, whichever is less. At no time shall Employee carry more than forty (40) hours of Administrative Leave. Employee may not "cash-out" or donate Administrative Leave. Upon termination of this Agreement at any time, for any reason or for no reason, Employee shall not under any circumstances be eligible for remuneration of any kind for any accrued but unused Administrative Leave."

Amended to Read: "Amended to Read: "Section 9 Letter B No. 2 Letter C. ADMINISTRATIVE LEAVE: Villa shall be entitled to forty (40) hours of administrative leave per year which shall be provided on the same terms and conditions as provided to the City's other executive employees. On March 16 of each year, Villa shall be required to "cash out" any accrued but unused administrative leave at his then-current hourly rate of compensation. In the event of termination of this Agreement, Villa shall be entitled to payment for any unused Administrative Leave."

Villa and the City further agree that nothing in this Amendment is intended to provide either Party with rights or obligations not enumerated in the Agreement.

Each party, by affixing its signature below, attests that it has been represented by counsel or has willingly foregone the opportunity to be represented by counsel throughout the process of negotiating this Agreement to Amend, and that this Agreement to Amend is mutually drafted by the parties for purposes of California law.

VILLA

CITY OF WASCO

Print Name

Scott Hurlbert, City Manager

Signature

Signature

Date: _____, 2021

Date: _____, 2021

Exhibit "A."

CITY MANAGER EMPLOYMENT AGREEMENT NO. 2021-013

Exhibit "B."

CITY MANAGER EMPLOYMENT AGREEMENT REVIEW NOTES FOR SCOTT
HURLBERT

EMPLOYMENT AGREEMENT NO. 2021 - 013
CITY OF WASCO DEPUTY PUBLIC WORKS DIRECTOR (WATER UTILITY AND
WATER RECLAMATION FACILITIES)

This Employment Agreement ("Agreement") is made by and between the City of Wasco, a California municipal corporation ("the City"), and Luis Villa, an individual ("Employee;" collectively, "the parties"). The effective date of this Agreement shall be the date that it is approved by the City Council.

RECITALS

- A. The City desires to employ the services of Employee as Deputy Public Works Director for Water Utility and Water Reclamation Facilities (the "Classification"), under the terms and conditions set forth herein, and Employee is agreeable to same;
- B. Employee represents that he/she has the requisite specialized skills, training, certifications, licenses, and authorizations and is otherwise qualified to serve in the Classification. Employee acknowledges that he is eligible to test for, and has scheduled the examination for, "D2 Water Operator" Certification and Employer acknowledges that it is desirous that Employee obtain same in the twelve (12) months following the execution of this agreement to the extent practicable.
- C. In connection with and contingent upon successfully passing pre-employment drug testing, criminal background check and/or general reference check and Employee's acceptance of employment in the Classification, the City and Employee wish to enter into an Employment Agreement that sets forth the rights and obligations of the parties, and that will supersede all prior negotiations, discussions or agreements.

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants, promises, and conditions herein contained, the City and Employee agree as follows:

1. **INCORPORATION.** The parties incorporate the foregoing recitals as if fully set forth herein verbatim.

2. **HIRE; COMMENCEMENT OF EMPLOYMENT.** The City hereby hires Employee as Deputy Public Works Director (subject to the terms and conditions of this Agreement, effective as of the date that it is approved by the City Council, or Employee's first day of work in the Classification, whichever is later.

3. **TERM OF EMPLOYMENT.** The Term of this Agreement shall begin on March 16, 2021, and shall expire three years from that date. At the sole discretion of the City Manager, the Term may be extended for a period of two year(s) thereafter by means of a writing memorializing same consistent with the NOTICE provisions herein.

4. **AT-WILL EMPLOYEE.** Employee understands that he/she is an employee "at-will" under California law. Employee understands that, except as specifically controlled by

this Agreement, Employee holds this position and continues in employment at the pleasure of the City. Employee understands that Employee may be terminated at any time, for any reason, or for no reason. Except as otherwise provided by law or this Agreement, the City may remove Employee from Employee's position and may terminate this Agreement and the employment relationship with or without cause and with or without prior notice (except as designated in this Agreement, below). Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign from employment with the City. Employee specifically relinquishes any protections, privileges, or perquisites that have or had any effect on the "at-will" nature of his employment.

5. **DUTIES AND AUTHORITY.** Employee shall exercise the full powers and perform the duties of the Classification, as set forth in the job description (if any) as well as all other applicable ordinances, laws, rules, regulations, and procedures, as they now exist or as they may hereafter be amended. Employee shall exercise such other powers and perform such other duties as the City Manager or City Manager's designee may require from time to time.

5a. **HOURS OF WORK.** Employee's position is full-time with a work schedule generally consistent with the normal business hours adopted by the City and those necessary to fulfill the obligations required for the position. Employee understands and acknowledges that the nature of the Classification is such that Employee's presence and the performance of Employee's duties will from time to time be required outside of normal business hours, including meetings, training, and emergencies that may arise.

6. **PLACE OF EMPLOYMENT.** Unless the parties agree otherwise in writing in accordance with the terms set forth herein, Employee shall perform the duties of the Classification at the City's place of business, which is at the time of the execution of this Agreement 746 8th Street, Wasco, California. The City may, from time to time, require Employee to travel to other locations as necessary to discharge Employee's duties and or the duties/requirements of the Classification.

7. **EMPLOYEE'S OBLIGATIONS.** During the term of this Agreement, Employee shall remain in the exclusive employ of the City. Employee shall accept no other employment and shall not become employed by any other employer until the end of the term of this Agreement, or until this Agreement may otherwise be ended and Employee released from his/her obligations hereunder. Employee shall devote Employee's full energies, interest, abilities, and productive time to the performance of this Agreement, and shall utilize Employee's best efforts to promote the City's interests. Employee shall not engage in any activity, consulting service or enterprise, for compensation or otherwise, which is actually or potentially in conflict with or inimical to, or which interferes with, his/her duties and responsibilities to the City, except as authorized in writing (including e-mail) by the City. Employee shall obtain prior authorization from the City Manager for any outside employment, consulting, teaching or enterprise. City retains the right to amend said authorization, place further condition, or revoke authorization if the outside employment is actually or potentially in conflict with or inimical to, or which interferes with, his/her duties and responsibilities the City.

Consistent with Employee's obligations hereunder, Employee and the City acknowledge that Employee has affirmatively disclosed outside employment as set forth in Exhibit "A" hereto, and the City has acknowledged said disclosure. As of the date of execution of this Agreement, the City has no objection to the employment disclosed in Exhibit "A." To the extent that the terms and conditions of the employment disclosed in Exhibit "A" are modified, altered, expanded, or otherwise changed, Employee shall notify Employer in writing pursuant to the NOTICE provisions herein, and shall affirmatively request Employer's approval of the changed circumstances. Employer shall respond to Employee in writing consistent with the NOTICE provisions herein and shall notify Employee of its approval or denial of the changed employment and the reasons therefor. Employer's failure to provide said writing would not be deemed approval. Employer's approval shall not be unreasonably withheld. Should Employer deny Employee's request for approval, Employee must either resign the outside employment or Employee's employment with the City within thirty (30) days.

7a. **RESIDENCY WAIVED.** The City waives any requirement that Employee's residence within the City of Wasco be a term or condition of Employee's employment.

8. **EVALUATIONS.** Employee's performance in the Classification shall be reviewed in writing by the City on or near the yearly anniversary of the commencement of this Agreement. If the City does not conduct such review within twenty (20) days of such anniversary, it is Employee's responsibility to request in writing that such review be conducted. The absence of any such written review, the failure of the City to conduct such review, or the failure or refusal of Employee to request such review, shall not be deemed an indication of Employee's satisfactory performance in the Classification.

9. **SALARY AND BENEFITS.**

A. **Salary:**

(1) **Base Salary.** The City shall pay Employee a base salary of ninety-eight thousand seven hundred fifty-six and eleven cents (\$98,756.11) annually, subject to legally permissible, voluntary, or required withholding, prorated and paid on the City's normal paydays. Employee specifically agrees that this amount is intended to be, and is, compensation for all hours worked by Employee. Employee expressly understands that Employee is exempt from the overtime pay provisions of California law (if any) and federal law. The City Manager may, from time to time and as specified herein, increase Employee's base salary provided that (a) Employee satisfies written and quantifiable goals and objectives; and (b) such increase does not cause Employee's salary to exceed the salary range approved and published by the City Council.

(2) **Expenses.** The City recognizes that Employee may incur certain expenses of a non-personal and job-related nature. The City agrees to reimburse or pay such reasonable business expenses as established by the City's policies, which are authorized for reimbursement, which are incurred and submitted according to the City's normal expense approval and reimbursement procedures. To be eligible for reimbursement, all expenses must be supported by documentation meeting Employer's normal requirements and must be submitted within time limits established by Employer.

B. Employment Benefits. In addition to base salary, the City shall provide to Employee the following benefits:

(1) Holidays. Employee shall be entitled to the scheduled holidays generally available to other executive employees of Employer. Employee's salary includes holiday pay. Accordingly, Employee shall not be entitled to any additional salary or compensation for working on a holiday.

(2) Other Leave Benefits. Employee shall receive the following additional paid and unpaid leave benefits:

(a) Vacation. Employee shall accrue vacation time at a rate of 6.16 per bi-weekly pay period; however, Employee shall not be permitted to accrue more than a maximum of one hundred sixty (160) vacation hours. On each anniversary of this Agreement, or in reasonable proximity to same as determined in the sole discretion of the City Manager but not to exceed two weeks, Employee may "cash-out" up to one hundred twenty hours of accrued but unused vacation time; however, Employee may not use the "cash-out" process to create a negative vacation balance.

(b) Sick Leave. Employee shall accrue sick time at a rate of 4 hours every two weeks. Employee shall not be permitted to accrue more than a maximum of one hundred twenty (120) sick leave hours, and to the extent that Employee's sick leave accrual exceeds one hundred twenty (120) hours at the commencement of the Term of this Agreement, Employee shall accrue no additional sick leave until such time as Employee's usage of currently accrued time causes Employee to fall below one hundred twenty hours, at which point Employee shall accrue sick time consistent with this provision until the one hundred twenty-hour cap is again reached. Upon retirement with PERS and termination of this Agreement consistent therewith, Employee will be afforded the opportunity to contribute all unused sick leave hours to Employee's PERS retirement account, in accordance with all applicable rules and regulations of PERS. Should Employee decline to contribute unused sick hours to Employee's PERS retirement account, no "cash-out" or other compensation, therefore, will be provided to Employee.

It is understood by and between the parties that Employee's sick leave accrual is approximately seven hundred two (702) hours at the time of execution of this Agreement. Upon execution of this agreement, Employee shall "cash-out" five hundred twenty-six and one half (526.5) hours of this accrual.

(c) Administrative/Executive Leave. Employee shall be entitled to forty (40) hours of administrative leave per year fiscal year on the same terms and conditions as for executive employees. The Administrative Leave shall be issued to Employee on the Effective Date of this Agreement. On each anniversary of the Effective Date of this Agreement, Employee shall be issued forty (40) hours of Administrative Leave, or enough Administrative Leave to return Employee's Administrative Leave balance to forty (40) hours, whichever is less. At no time shall Employee carry more than forty (40) hours of Administrative Leave. Employee may not "cash-out" or donate Administrative Leave. Upon termination of this Agreement at any time, for any reason or for no reason, Employee shall not under any circumstances be eligible for remuneration of any kind for any accrued but unused Administrative Leave.

(3) Group Medical, Dental, Life Insurance. Employee (including Employee's dependents, as applicable) will be eligible for health and welfare benefits and group insurance, as are provided under the City's policies as are applicable to executive employees, according to the terms presently established and as may be changed from time to time. At the City's expense, Employee shall receive a term life insurance policy in the amount of \$175,000.

(4) Social Security. The City shall pay Employee's portion of Social Security payments in the same manner as the City currently pays on behalf of its other executive employees, subject to amendment from time to time.

(5) PERS Retirement. Employee shall be entitled to retirement benefits through the California Public Employees' Retirement System (PERS). Employee shall remain at his current formula and level of 3% @ 60 for the duration of this Agreement and any extensions thereof. Employee shall be responsible for paying the applicable employee contribution pursuant to PERS regulations. If any benefits enumerated hereunder are contrary to PERS regulations and/or applicable law, then those portions which so conflict will be deemed severed, and the applicable law and/or regulations shall apply and shall be deemed to replace those portions which so conflict.

(6) Uniform/Boot Allowance. The City shall provide Employee with an annual allowance for uniform/boot purchase by Employee in the amount of three hundred dollars (\$300.00), which shall be payable on the payday following the execution of this Agreement and on each payday immediately following the anniversary Employee's execution of this Agreement.

(7) Travel/Professional Development. For the good of the City and as provided for in the City Budget, the City shall pay the reasonable travel and subsistence expenses as are established by the City Council and amended from time to time, for Employee's professional and official travel, meetings, and occasions adequate to continue Employee's professional development and to pursue necessary and other functions for the City, as may be duly approved by the City Council. The City also agrees to pay for reasonable travel and subsistence expenses as authorized by City Council policy as may now or later exist or be amended, related to such short courses, institutes, and seminars that the City deems necessary for Employee's professional development. This section specifically contemplates, subject to City Manager approval but without further need for approval by the City Council, the City's payment for reasonable travel and subsistence expenses related to Employee's attendance and participation at conferences held by the American Public Works Association (APWA) and its California affiliate chapter(s), the American Water Works Association (AWWA) and its California-Nevada affiliate chapter(s), the California Water Environment Association (CWEA), and the California League of Cities.

(9) Dues/Subscriptions. For the good of the City and as provided for in the City Budget, the City shall pay such professional dues and subscriptions as are necessary for Employee's continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for Employee's continued professional participation, growth, and advancement and for the good of the City, as may be approved by the City Council.

(10) Bonding. The City shall bear the full costs of any fidelity or other bonds required of Employee (if any) under any law or ordinance by virtue of Employee's employment as directed by applicable ordinance, state law, the City, or the City Manager's request.

(11) Cell Phone. Given the "on-call" nature of the Classification as set forth above, Employer shall provide Employee with a "smartphone" and data plan that is appropriate for the needs of the Classification, consistent with City's Cell Phone Policy. Employee acknowledges that the "smartphone" is and shall remain the property of the City, that the "smartphone" is reserved exclusively for use in service to the City, and that Employee has no expectation of property or privacy in the "smartphone," or in the data transmitted through or saved on same.

(12) Other Fringe Benefits. Employee shall receive Except as otherwise expressly provided in this Agreement; Employee shall be eligible no other fringe benefits.

(13) The City reserves the right to enhance, reduce, terminate, and amend or to otherwise change its benefit programs at any time. Any such change to any benefit plan available to Employee, or in which Employee is enrolled pursuant to this Agreement shall apply to Employee, including any new or additional benefits or any reduction or elimination of benefits, without the need to amend this Agreement. In the event such change is only applicable to certain employees, if the change is applicable to executive employees, then those changes shall also apply to Employee.

10. TERMINATION OF AGREEMENT.

A. Termination without Cause. The City Manager may, in its sole and absolute discretion, terminate this Agreement prior to the expiration of the Term, pursuant to Chapter 2.04 of the Wasco Municipal Code. The City shall pay Employee for all services through the effective date of termination. Employee shall be paid for accrued and unused paid leave time, as may be applicable to leave time of that type under state law. In the event of termination by the City Manager, if the termination is not for "Cause" as defined below, Employee shall also receive, in specific exchange for Employee's execution of a waiver of any and all claims against the City arising from Employee's employment, Severance Pay equal to (a) (i) one month of COBRA premiums (in an amount necessary to continue Employee's enrollment in the plan in which Employee was enrolled at the time of termination) if Employee has completed less than one year of service; (ii) two months of COBRA premiums if Employee has completed between one and two years of service; or (iii) three months of COBRA premiums if Employee has completed two years of service or more; as well as (b) the lesser of the following (i) Employee's salary for the remainder of the Term; or (ii) one month's salary if Employee has completed less than one year of service; or (iii) two months' salary if Employee has completed between one and two years of service; or (iv) three months' salary if Employee has completed two years of service or more. Notwithstanding the foregoing, under no circumstances shall Employee receive any amount in excess of the limitations provided in Government Code §§ 53260 – 53264, or other applicable law.

B. Termination for Cause. For purposes of this Agreement, the following grounds for

termination shall be considered termination for cause. In the event of termination for cause, no Severance Pay will be issued to Employee.

1. Conviction of, or pleading of nolo contendere to, a felony;
2. Conviction of a misdemeanor arising out of Employee's duties under this Agreement and involving a willful or intentional violation of law;
3. Willful abandonment of duties;
4. A pattern of repeated, willful, and intentional failure to carry out the terms of this Agreement, including any materially significant and legally constituted policy decisions of the City;
5. Any material act or pattern of action of dishonesty, disclosure of confidential information, commission of any act of gross carelessness or misconduct, unjustifiable neglect of Employee's duties under this Agreement; and/or
6. Any other action or inaction by Employee that materially and substantially impedes or disrupts the performance of the City or its organizational units, is detrimental to employee safety or public safety, violates properly established rules or procedures, adversely affects the reputation of the City, its officers or employees, or has a substantial and adverse effect on the City's interests.
7. Failure by Employee to obtain the "D2 Water Operator" certification within twelve (12) months of execution of this Agreement, unless this requirement is waived or delayed in writing by Employer pursuant to the NOTICE provisions herein.

C. **Abuse of Office:** In the event that Employee is convicted of a crime involving an abuse of office or position, Employee shall reimburse the City for any paid leave, cash settlement (including any monies paid hereunder), or any other outlay by the City on Employee's behalf, as provided for by Government Code sections 53243-53243.4.

D. **Termination Due to Disability.** If at the end of any calendar month during the term of this Agreement, Employee is and has been for the duration of the calendar month then ending, unable to perform the duties of the Classification due to mental or physical illness or injury, this Agreement, and Employee's employment thereunder may be terminated.

E. **Disputes.** Except as otherwise mutually agreed, any dispute as to whether severance is excused under Section 7, Paragraph C, Sub-Paragraphs 4 and 5, above, shall be referred to arbitration before a single neutral arbitrator selected from a list of seven (7) arbitrators requested from the California State Mediation and Conciliation Service. The City will strike the first name, and the parties will alternate striking names until one person is left who shall be designated as the arbitrator.

11. **ENTIRE AGREEMENT.** This Agreement sets forth the final, complete and exclusive agreement between the City and Employee relating to the employment of Employee by the City, subject to the City of Wasco's rules, regulations, and policies. Any prior discussions or

representations by or between the parties are merged into and/or rendered null and void by this Agreement. The foregoing notwithstanding, Employee understands and acknowledges that Employee's employment is subject to the City's generally applicable rules, policies, procedures, and regulations, including but not limited to those pertaining to employment matters, such as rules and regulations addressing equal employment opportunity, sexual harassment, and violence in the workplace.

12. **REVIEW.** Employee acknowledges that he/she has had the opportunity to review this Agreement and has conducted an independent review of the financial and legal effects of this Agreement, Employee acknowledges and agrees that Employee has been provided with the time, and has had the opportunity, to consult with others of Employee's own choosing, including but not limited to legal counsel, with regard to this Agreement and its effects. Employee acknowledges that any agreement not to do so was Employee's and Employee's alone. Employee acknowledges and agrees that he/she has made an independent judgment regarding the financial and legal effects of this Agreement and has not relied on any representation by the City, or its officers, agents, or employees, other than those expressly set forth in this Agreement.

13. **GOVERNING LAW.** This Agreement shall be interpreted and construed pursuant to and in accordance with the local laws of the State of California.

14. **MUTUALLY DRAFTED.** For purposes of California law, the City and Employee agree that both the City and Employee are the drafters of this Agreement and that any ambiguity herein will not be construed against either the City or Employee.

15. **HEADINGS, CAPTIONS.** The headings and captions used in this Agreement are inserted for reference purposes only and shall not be deemed to limit or affect in any way the meaning or interpretation of any of the provisions of this Agreement.

16. **SEVERABILITY.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

17. **WAIVER.** Waiver by any party of any breach of this Agreement by the other party, whether such waiver is express or implied, shall not be construed as a continuing waiver or consent to any subsequent breach of this Agreement on the part of the other party.

18. **NO AMENDMENT EXCEPT IN WRITING.** No amendments to this Agreement may be made except in writing, signed, and dated by the City and Employee.

19. **NOTICES.** Any notice to Employer under this Agreement shall be given in writing to the City, either by personal service or by registered or certified mail, postage prepaid, addressed to the City at the following address: City Manager, City of Wasco, Wasco City Hall, 746 8th Street, Wasco, CA 93280. Any such notice to Employee shall be given in writing and, if mailed, shall be addressed to Employee at Employee's home address then shown in Employee's personnel file as maintained by the City. For the purpose of determining compliance with any time limit in this

Agreement, a notice shall be deemed to have been duly given (a) on the date of delivery, if served personally on the party to whom notice is to be given, or (b) on the second business day after mailing, if mailed to the party to whom the notice is to be given in the manner provided in this section.


This Agreement, which consists of nine pages in nineteen (19) numbered sections, with a separate page for the parties' signatures on the eighth page, may be executed in counterparts, which together shall form an integrated Agreement. For purposes of this Agreement's execution, a facsimile, photocopied, or electronically transmitted signature shall be equally valid to an original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and executed personally or on its behalf by its duly authorized representative.

EMPLOYEE

Luis Villa

Print Name: Luis Villa


Signature

Date: 3-18-21

CITY OF WASCO


City Manager: Daniel Ortiz Hernandez


Signature

Date: 3-18-21

EXHIBIT "A"

Outside Employment Disclosure

Employee: Luis Villa

Department: Public Works

Position: Deputy Public Works Director

Name of Outside Employer: Americans Reach Out Utilities Service LLC

Address of Outside Employer: 2430 Black Tern Way, Elk Grove CA 95757

Phone Number of Outside Employer: (916)524-4560

Date/Time Period of Outside Employment: 2018 Through Present

1. Describe the nature of the outside employment: Currently, oversee wastewater treatment facilities that require a Grade III or higher and do not have a (CPO) Chief plant operator onsite.
2. Total anticipated time to be served/Total time served (hrs): 8-16hrs/month
3. Does the outside employer have any business dealings with the City of Wasco? If "yes," please explain: No
4. Are you involved in making any decisions affecting the City of Wasco's dealings with the outside employer (either directly or indirectly)? No
5. Additional comments: Outside Employer is a Contract Operator Certified by State Water Resources Control Board (#CO-0153)

SECTION 6. VACATION LEAVE:

Hurlbert shall accrue one hundred sixty (160) hours of vacation leave annually at a rate of 6.1538 hours per pay period. Notwithstanding the foregoing, Hurlbert's accrued vacation leave balance shall be adjusted to reflect Hurlbert shall be credited with one hundred sixty (160) hours of vacation leave on July 1, 2020 upon execution of this Agreement and shall then accrue no vacation leave until July 2, 2022, at which point the periodic accrual shall begin.

On July 1 of each year, Hurlbert shall be required to "cash out" any accrued but unused vacation time at his then-current hourly rate of compensation. Hurlbert may direct that such "cash out" amounts may be deposited in Hurlbert's ICMA 457 account, defined contribution plan, retirement health savings program, or similar tax deferred account, subject to City policy and the tax deferred account limits.

Commented [17]: rejecting this change for the reasons discussed above.

SECTION 7. ADMINISTRATIVE LEAVE:

Hurlbert shall be entitled to eighty (80) hours of Administrative time Leave per year, which shall be provided on the same terms and conditions as provided to the City's other executive employees. On July 2 of each year following the "cash out" of unused Administrative Leave, Hurlbert shall be credited with eighty (80) hours of Administrative Leave.

Commented [18]: Changed to reflect the frontload method that was discussed further down, but the City could base this on the accrual method like it does for vacation.

On July 1 of each year, Hurlbert shall be required to "cash out" any accrued but unused Administrative Leave at his then-current hourly rate of compensation. Hurlbert may direct that such "cash out" amounts may be deposited in Hurlbert's ICMA 457 account, defined contribution plan, retirement health savings program, or similar tax deferred account, subject to City policy and the tax deferred account limits. Also, on July 12nd of each year following the "cash out" of unused Administrative Leave, Hurlbert shall be credited with eighty (80) hours of Administrative Leave.

Formatted: Superscript

In the event of termination of this Agreement under any circumstance, Hurlbert shall ~~not~~ be entitled to any payment for any unused Administrative Leave.

Commented [19]: Including "without cause" or retirement?

Commented [20]: This provision may not be lawful under Labor Code section 227.3. The Labor Commissioner has indicated that this type of leave is essentially vacation leave.

SECTION 8. HOLIDAYS:

Hurlbert shall be entitled to the same holidays granted to executive employees, but in no event shall he be granted fewer than twelve.

SECTION 9. VEHICLE ALLOWANCE:

The City shall pay Hurlbert a monthly car allowance of six hundred dollars (\$600.00) that will compensate him for travel within Kern County. Mileage reimbursement will be paid at the then-current City authorized rate for official travel by private automobile outside Kern County; however, to the extent that a City vehicle is available for Hurlbert's use, Hurlbert shall use such vehicle. Hurlbert shall provide liability insurance on his vehicle in an amount not less than \$100,000.00 per occurrence and \$300,000.00 aggregate per year and shall provide the City with a certificate of insurance reflecting the existence of same. Hurlbert shall thereafter provide annual