



## AGENDA

### Special City Council Meeting

and Successor Agency to the  
Former Redevelopment Agency

**Wednesday, November 23, 2021 – 5:30 pm.**

**Council Chambers**

**746 8<sup>th</sup> Street, Wasco, CA 93280**

[www.cityofwasco.org](http://www.cityofwasco.org)

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

Pursuant to the Governor's Executive Order N-08-21, the City Council Members and staff may choose to participate in person or by video conference. The City Council meetings are presented in a hybrid format, both in-person at City Hall and virtually via Zoom Webinar. The public may participate via the following options:

1. Attending in person: All attendees are encouraged to wear a face-covering at all times while in the Council Chambers or City Hall. Please maximize spacing by utilizing all seating in the Chambers.
2. Members of the public can view the City Council meetings live on the city's website: <https://www.cityofwasco.org/306/city-council-meeting-videos>,
3. Additionally, members of the public who wish to make a written comments during the meeting, please email the City Clerk [cityclerk@cityofwasco.org](mailto:cityclerk@cityofwasco.org). 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 comment portion of the meeting 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.

#### **SPECIAL MEETING – 5:30 pm**

- 1) **CALL TO ORDER:** Mayor Reyna
- 2) **ROLL CALL:** Mayor Reyna, Mayor Pro Tem Pallares, Council Members: Cortez, Garcia, Martinez
- 3) **FLAG SALUTE:** Mayor Reyna
- 4) **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 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 any one 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.

**5) NEW BUSINESS:**

- a. Discussion of grant applications for the abatement and clean-up of the Old Wasco Farm Labor Housing Project located at 750 H Street Wasco, CA. 93280. Informational Only (Hurlbert)
- b. Discussion of recent RAISE grant award to California High Speed Rail Authority, impact on clean-up of the Farm Labor Camp, and request Council appoint a Committee to oversee various related negotiations and agreements. (Hurlbert)
- c. Adopt a Resolution authorizing the City Manager to execute the approved Memorandum of Understanding Agreement covering July 1, 2021 thru June 30, 2024 between SEIU Local 521 and the City of Wasco, and extend matching wage and benefit provisions to employees outside of the bargaining unit. (Hurlbert)

**6) REPORTS FROM CITY MANAGER:**

**7) REPORTS FROM CITY COUNCIL:**

**8) CLOSED SESSION: None**

**9) CLOSED SESSION ACTION:**

**10) ADJOURNMENT:**

This is to certify that this agenda was posted at Wasco City Hall on November 22, 2021, on/or before 5:30 p.m. The agenda is also available on the City website at [www.cityofwasco.org](http://www.cityofwasco.org)

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Monica Flores, City Clerk

*All agenda item supporting documentation is available for public review in the city website [www.cityofwasco.org](http://www.cityofwasco.org) and the office of the City Clerk of the City of Wasco, 746 8<sup>th</sup> 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.*



## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

**FROM:** M. Scott Hurlbert, City Manager  
Maria Lara, Assistant City Manager

**DATE:** November 23, 2021

**SUBJECT:** Discussion of grant applications for the abatement and clean-up of the Old Wasco Farm Labor Housing Project located at 750 H Street Wasco, CA. 93280.

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**Discussion:**

Staff is pursuing grant opportunities, through the Wasco Housing Authority, from the California Environmental Protection Agency Department of Toxic Substance Control's Office of Brownfields Equitable Communities Revitalization Grant (ECRG) Program, and the U.S. Environmental Protection Agency (EPA) Brownfield Assessment Grants & Technical Assistance Program for the Old Wasco Farm Labor Housing Project.

**Fiscal Impact:**

No current fiscal impact. If applications are successful, Council will review and approve the grant agreements through separate action.

**Attachments:**

1. Draft Applications

## Test Organization

ID: R-202109-00106  
Oversight: DTSC  
Brownfield Coordinator:

Agreement Type: Standard Voluntary  
Agreement  
Status: ECRG Full Application Review

### Status

DRAFT

#### ▼ Table of Contents

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#### ▼ ECRG Overview

For decades, the Department of Toxic Substances Control (DTSC) did not have the necessary and critical funding to support brownfield programs, enforce regulations and advance environmental justice for disadvantaged communities with brownfields. Accordingly, California's 2021-22 budget authorizes DTSC to implement new programs to investigate and clean up contaminated properties in communities overburdened by pollution and provides funding over four years to implement them. These programs will prioritize protecting public health as well as revitalizing overburdened communities.

DTSC's Office of Brownfields Equitable Communities Revitalization Grant (ECRG) will provide approximately \$200M+ in reimbursable grants to investigate and clean up brownfields through a competitive process.

**The ECRG Program Overview and Application Guide provides instructions to applicants for the completion of the ECRG application, and outlines DTSC's process for selecting ECRG grant projects. To download the ECRG Guide please visit [dtsc.ca.gov/ecrg](https://dtsc.ca.gov/ecrg)**

***Pre-qualifying Applications will be accepted until 5:00 PM PST on December 7th, 2021.***

***Those who participate in the Pre-qualifying Application will be notified of their eligibility in December, 2021 and if eligible, will be able to complete the Full Application in January 2022.***

***The Full Application will be open to all eligible entities and will accept applications until March 2022.***

#### ▼ DTSC's Application Portal Instructions

##### Important Notes

- To edit a draft application or respond to a revision request select **Edit** at the top right.
- The portal does not auto-save. Be sure to **Save and Continue often**.
- **BOLD** text indicates a required field.
- If an application is unresponsive, try clicking **Save and Continue** to refresh the page without losing your progress. If you refresh the browser and have not saved, you will lose your progress.
- **Changes cannot be made after submitting an application.**

##### Other Guidance

- Once in Edit mode, use the Table of Contents to quickly advance to a particular section.
- Click on a section's arrow to expand or collapse that section.
- You can print a copy of your own responses to this form. Select the **Save and Close** icon at the bottom right, then select the **Print** icon at the top right.
- Be sure to **Save and Close** if you would like to save your responses and resume your

application later.

- When you have completed all the information required to process your application, click **Save and Close**. *Note that this does not submit your application. See the next step.*
- If you have not yet submitted or withdrawn your application, you can continue editing it using the **Edit** button at the top right.
- Once you have **Saved and Closed**, you will be able to **Submit** or **Withdraw** using the right bottom buttons.
- During our screening and selection process, we may contact you if edits are necessary for clarification or if additional information is required by the selection committee. An email notification will be sent to the Primary Contact for the application.

## 1. Eligibility

**Entity Eligibility - The applicant is** Nonprofit  
**a:**

*If you are assisting on behalf of an eligible entity, please indicate what type of entity they are.*

*Upload Proof of 501(c)(3) status by selecting the + icon below. Once uploaded, it will be removed from this section and the attachment will be stored in the Documents section below.*

IRS Issued 501(c)(3)

**Site Eligibility - Select any that apply to your site(s):**

None of the above or this is a Community-wide Assessment application

- *If you are applying for a Community-wide Assessment, check only "None of the Above or this is a Community-wide Assessment" and proceed.*
- *If the site is state-owned please contact [OfficeofBrownfields@dtsc.ca.gov](mailto:OfficeofBrownfields@dtsc.ca.gov) directly to determine site eligibility.*

**Please select "Save and Continue" at the bottom of the form to continue.**

## 2. Application Contacts

**Grantee Main Contact (e.g., Executive Director, City Manager, etc.) must:**

1. *Be an authorized representative of grantee organization;*
2. *Certify, to the best of their knowledge, that the information provided in this application and associated supporting documentation is true and correct;*
3. *Promptly respond to DTSC inquiries;*
4. *Agree to promptly inform DTSC of any changes to the information contained in the application or associated supporting documentation;*
5. *Ensure resources are made available to the Grant Project Manager if grant is approved.*

**Grantee Organization**

Test Organization

La Habra ,CA

**Grantee Organization Main Contact**

Jane Doe

**Agreement Signatory (if different than Grantee Main Contact)**

**Development Partner Contact, if applicable**

**Consultant Contact, if applicable** Test Consultant

**Attorney Contact, if applicable**

**Proponent Organization (Applicant):** Test Organization

**Grant Project Manager**

*Applicant must designate a Grant Project Manager to coordinate ECRG activities with DTSC. The Grant Project Manager shall have access to sufficient resources to ensure that the grant is managed in a timely and effective manner, be responsible for efficient and correct use of grant funds, implement grant performance and reporting requirements, and respond to inquiries and requests for information from DTSC in a timely manner.*

### 3. Application Type

Select the type of ECRG application being submitted:

- Community-wide Assessment with awards ranging from \$80K to \$300K
- Site-specific Environmental Investigation with awards ranging from \$80K to \$3M
- Site-specific Environmental Cleanup with awards ranging from \$80K to \$7M

Refer to the ECRG Guidelines at <https://dtsc.ca.gov/ecrg/> for more information.

If the applicant has questions about the ECRG application, please contact DTSC's Office of Brownfield staff at [ECRGInfo@dtsc.ca.gov](mailto:ECRGInfo@dtsc.ca.gov).

If the applicant experiences technical issues with the online portal, contact [ApplicationPortal@dtsc.ca.gov](mailto:ApplicationPortal@dtsc.ca.gov).

**Application Type:** Environmental Investigation

#### Site-Specific Environmental Investigation

For conducting environmental site assessments at a specific site address.

### 4. Site Information, CalEnviroScreen 3.0 Score, Site Use, and Site Photos

#### Site Information

*Specify the site address and upload a map that defines boundaries of the investigation/cleanup area. If the exact address is unknown please enter the city, county and nearest cross streets of the site.*

**Use the + below to start entering a site record. The site will be given a unique ID once the record is saved.**

#### Site

**Site Name:** Test Site Record

▼ Expand to see Site Details

#### Site

##### Site Information

**Site Name:** Test Site Record

**Site Address:** 5796 Corporate Avenue

**City:** Cypress

**County:** Orange County

**State:** California

**Assembly District:** 65

**Senate District:** 29

**Assessor's parcel number(s):** 1234-123-001

**Property Size:**

**Existing building/structure?** Yes

**Planned for demolition:** No

##### CalEnviroScreen Score

**CalEnviroScreen (CES) 3.0 Score:** 14

**Is the CalEnviroScreen Score for the site 75% or greater?** No

**Planned uses:** Uses that support a vulnerable or disadvantaged community

##### Site Use

**Past Uses of Site(s):** Automotive Repair/Maintenance, Dry Cleaning, Industrial

**Current Use of Site(s):** Retail/Commercial

**Planned Uses of Site(s):** Park or open space

### 5. Reason for Application

**What reasons are there to believe that the site may be contaminated?**

Phase I/Phase II Environmental Site Assessment or other environmental investigation or cleanup document

What is the proposed/planned reuse for the site(s)?

:

Proposed reuse for the site includes...

## 6. Proposed Scope of ECRG Activities

Propose a scope of ECRG activities and associated cost estimate that reflect activities that will be **completed in a two-year timeframe**.

**Describe the planned assessment, investigation or cleanup activities:**

Planned investigation activities include...

**Total dollars requested (\$80K minimum):**

\$80,000.00

**Who prepared this cost estimate?** Environmental consultant

If available, upload any cost estimates for the proposed scope of ECRG activities. If a cost estimate is uploaded here, please input the total amount in a single line item as 'Contracts' in Section 7 Preliminary Budget Detail.

Cost Estimate

## 7. Preliminary Budget Detail

The estimated costs for **each** proposed task (e.g. Phase II Environmental Assessment, Human Health Risk Assessment, etc.) should be entered using the **+** below.

**The proposed task(s) and associated cost estimate should reflect activities that can be completed in a two-year timeframe.**

Refer to **Table 1** in Section 3.1 in the ECRG Guidelines (<https://dtsc.ca.gov/ecrg/>) for eligible grant activities.

Note the **Excel button on the right side will only export a copy** of the budget records entered using the **+** below.

To edit a record, use the **blue** icon below.

To delete a record, use the **red** icon below.

### Grantee Budgets

Budget Period	Budget
SSI - Field Work:	65,000
SSI - Reporting:	15,000
Total	80,000

### Budget Snapshot

	SSI - Field Work	SSI - Reporting
	Budget	Budget
Contracts (\$)	61,000	15,000
Project Grantee Project Management* (\$)	4,000	
Travel** (\$)		
Other (specify type, \$)		
Total	65,000	15,000

## 8. Regulatory Oversight Agency

Regulatory oversight is required for all Site-specific Investigation and Cleanup Applications.

Community-wide Assessment Applications do not require a regulatory oversight agreement (however, DTSC will assign a project manager to oversee grant activities). **If you are completing a Community-wide Assessment Application, choose N/A from the dropdown menu.**

Is the site currently engaged in a regulatory oversight agreement? Yes

Provide the regulatory agency and site ID: DTSC Site ID: XXXXXXXXX

Upload a copy of the Regulatory Oversight Agreement by selecting the + icon below. Once uploaded, it will be removed from this section and the attachment will be stored in the Documents section below.

Regulatory Oversight Agreement

## 9. Ownership, Access and Responsibility

Is the applicant the owner of the Site? No

Note: Applicant is required to conduct ASTM-1527 All Appropriate Inquiries (AAI) prior to purchase in order to be eligible for the ECRG. If the application is approved and funded, and a purchase is anticipated, ECRG will include the ASTM-1527 All Appropriate Inquiries (AAI) pre-purchase due diligence document as an allowable expense

Responsibility- Applicant is exempt from CERCLA liability because they do not own the site

Does the applicant affirm that they did not arrange for the disposal of hazardous substances at the site or transporter hazardous substances to the site, and that they did not cause or contribute to any releases of hazardous substances at the site?

Yes

Describe the applicant's relationship with the owner and the owner's role in the work to be performed:

test relationship with the owner and the owner's role in the work to be performed

Do you have an access agreement for the site? Yes

Site Access Agreement

Has the owner confirmed that they did not arrange for the disposal of hazardous substances at the site or transport hazardous substances to the site, that they did not cause or contribute to any releases of hazardous substances at the site, and that they did not own the site when the hazardous substances were released at the site?

Yes

## 10. Documents

REQUESTED DOCUMENTS

ORGANIZATION DOCUMENTS

## 11. Additional Information

If there is any additional information you would like to submit with your application that was not covered, please include a brief description here:



## 12. Signature

Thank you for completing the Pre-qualifying Application. It will be reviewed for eligibility. If eligible, the applicant will receive further instructions on submitting the remainder of the application. If ineligible, the applicant may request an explanation on the reasons for ineligibility.

The signatory below is an authorized representative of the applicant and certifies to the best of their knowledge and belief that the information contained in this application, including any attachments, is true and complete and accurately describes the applicant, the site, and related conditions.

The signatory below affirms that the applicant did not cause or contribute to the release or threatened release of a hazardous substance at the site(s) and is exempt from liability for any previous contamination at the site(s).



The applicant agrees to promptly inform DTSC of any changes that occur in the information contained in this application.

**The applicant has read and accepts the terms stated in Section 12.**

Yes

**If your application is found to be eligible, you will be invited to complete the Full Application in early January. DTSC will then collect a signature with the submission of the Full Application.**

**NARRATIVE INFORMATION SHEET**

	<b>APPLICANT IDENTIFICATION</b>	
		City of Wasco Housing Authority, A Public Body Corporate and Politic 601 24 <sup>th</sup> Street Bakersfield, CA 93301
<p><b>Goal:</b> Applied for Brownfield Assessment program to characterize potential contamination at the site so that it may be eventually cleaned up and reused with a focus on green technologies (industrial uses).</p> <p><b>Cleanup will facilitate industrial development...</b></p>	<b>FUNDING REQUEST</b>	
	<b>a.) Assessment Grant Type</b>	Brownfield Assessment Grant
	<b>b.) Federal Funds Requested</b>	\$350,000.00, City is requesting a waiver of the \$200,000 limit.
	<b>LOCATION</b>	
		City of Wasco Housing Authority 601 24 <sup>th</sup> Street Bakersfield, CA 93301 Kern County
	<b>TARGET AREA AND PRIORITY SITE/PROPERTY INFORMATION</b>	
		Wasco Farm Labor Housing 750 H Street, Wasco, California 93280
	<b>CONTACTS</b>	
<b>PROJECT DIRECTOR</b>	<b>Stephen Pelz, Executive Director</b> <b>Wasco Housing Authority</b> 661-631-8500 <a href="mailto:SPelz@kernha.org">SPelz@kernha.org</a>	

CITY OF WASCO, CA  
FARM LABOR HOUSING BROWNFIELD ASSESSMENT

		<p><b>Scott Hurlbert, City Manager</b> 746 8<sup>th</sup> Street Wasco, CA 93280 <a href="mailto:Schurlbert@cityofwasco.org">Schurlbert@cityofwasco.org</a> Office: 661-758-7205 Cell: 661-699-2394</p> <p><b>Maria Lara, Assistant City Manager</b> 746 8<sup>th</sup> Street Wasco, CA 93280 <a href="mailto:malara@cityofwasco.org">malara@cityofwasco.org</a> Office: 661-758-7239 Cell: 661-567-2513</p>
	<p><b>CHIEF EXECUTIVE/HIGHEST RANKING ELECTED OFFICIAL</b></p>	<p><b>Gilberto Reyna, Chairman</b> 746 8<sup>th</sup> Street Wasco, CA 93280 <a href="mailto:gireyna@cityofwasco.org">gireyna@cityofwasco.org</a> Office: 661-758-7214 Cell: 661-567-2516</p>
	<b>POPULATION</b>	
	<p>SOURCE: <a href="#">U.S. Census Bureau QuickFacts: Wasco city, California; United States</a></p>	28,710
	<b>OTHER FARCTORS</b>	
		<p>The 1960s-era Wasco Farm Labor Housing site is located in Wasco, California in the middle of an industrial zone adjacent to a coal-transfer plant, xxx oil/water company and railroad tracks... that has been designated as a federally designated opportunity zone and or flood zone;</p> <p>For the past 2 years, the site has been an eyesore because of the poorly maintained building and</p>

CITY OF WASCO, CA  
FARM LABOR HOUSING BROWNFIELD ASSESSMENT

		<p>remnants of a former farm labor camp.</p> <p>The reuse of the priority site will incorporate industrial uses</p> <p>The target priority site is adjacent to a coal-transfer plant the railroad tracks, reuse will facilitate industrial development;</p> <p>The Reuse of the priority site will provide job opportunities to a severely disadvantaged community, historically affected by economic disinvestment, health disparities and environmental contamination.</p>



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 9

75 Hawthorne Street  
San Francisco, CA 94105-3901

CONSENT FOR ACCESS TO PROPERTY

Access to: Property Address ("Property")  
Street Address: 750 H. Street  
City, State, Zip Code: Wasco, CA 93250  
APN: 030-020-13-00; 030-020-14-00; 030-020-15-00; 030-030-01-01

Investigation Activities: Phase I/II Environmental Site Assessment

Duration: To Be Determined and Agreed Upon before Initiation of Work

My signature below acknowledges that I have read the aforementioned "General Scope of Phase I and Phase II Work," and with this Consent for Access agreement, I hereby voluntarily consent and grant authorized representatives of the U.S. Environmental Protection Agency (EPA) the right of reasonable entry and continued access to the Property for the purpose of performing Phase I and/or Phase I Environmental Site Assessment investigation activities at the Property, during a time frame to be mutually agreed upon by the Property owner and EPA's authorized representative.

Owner Signature: M. Scott Hurlbert

Owner Printed Name: M. Scott Hurlbert

Date: 11/15/2021

Phone Number: 661-758-7205

Email address: schurlbert@cityofwasco.org

Name of Applicant to EPA's Targeted Brownfields Assessment program: City of Wasco



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# EPA Region 9 Targeted Brownfields Assessment (TBA) Application

**On this page:**

## Contact

For assistance or other TBA questions, please contact: **Lisa Hanusiak**  
([hanusiak.lisa@epa.gov](mailto:hanusiak.lisa@epa.gov))

EPA Region 9 Brownfields Project Manager  
(415) 972-3152

Return to: Brownfields in EPA Region 9 <<https://epa.gov/brownfields/brownfields-and-land-revitalization-epa-region-9>>



- Important Notes to Form Preparer
- TBA Applicant Considerations
  - Minimum Requirements
  - Priorities for EPA Region 9 TBA Resources
  - Project Information
- Targeted Brownfields Assessment (TBA) Application

EPA provides contractor assistance to research historic property uses, conduct environmental sampling, identify cleanup options, and estimate associated cleanup costs at brownfield properties. Eligible applicants can access up to \$100,000 worth of technical assistance for eligible properties. All questions in this application must be answered to receive consideration for assistance. Privately owned properties can be assessed under this program as long as they are sponsored by an eligible applicant. EPA accepts applications on a rolling basis.

- Browse Sample Facts Sheets from Completed Projects

<<https://epa.gov/brownfields/brownfields-technical-assistance-factsheets-arizona-california-hawaii-and-nevada>>

## Important Notes to Form Preparer

1. Review the **TBA Applicant Considerations** (below).
2. Prepare to fill out the application form by completing the  **Targeted Brownfields Application - Pre-application Checklist (docx)** <<https://epa.gov/sites/default/files/2017-10/tba-pre-app-checklist-2017-10-31.docx>> **(10/31/2017)** .
3. Completely fill out the **EPA Region 9 Targeted Brownfields Assessment (TBA) Application** (below) using your completed Pre-Application Checklist (step 2 above).
4. **IMPORTANT:** Complete the  **Region 9 TBA Consent for Access to Property Form (pdf)** <[https://epa.gov/sites/default/files/2021-04/documents/r9\\_brownfields\\_tba\\_site\\_access\\_consent.pdf](https://epa.gov/sites/default/files/2021-04/documents/r9_brownfields_tba_site_access_consent.pdf)> **(April 2021)** according to the instructions in the form and **submit by email**.

**EPA cannot provide a method to save a partially completed form for later retrieval; the form on this page must be completed in one session.**

To assist with planning to complete this form in one sitting, *please utilize the "Targeted Brownfields Application - Pre-application Checklist"* from step 3 above.

**All applicants must complete and submit the application below, as well as the Site Access Consent Form** <<https://epa.gov/node/168571>> **to receive consideration for assistance.**

## TBA Applicant Considerations

## **Minimum Requirements**

### **Eligible Applicants**

- Unit of government
- Tribe
- 501(c)(3) non-profit
- Private party sponsored by an eligible applicant

### **Brownfields Site**

- Property must meet definition of a Brownfields site: Real property whose reuse is complicated by real or perceived contamination

### **Property Access**

- Must have permission to access property (including permission to collect samples onsite and in buildings if appropriate)
- Access conferred by property owner consent

### **Absence of Liability for Hazardous Substance**

- Cannot be responsible for a release of contamination
- Conducted a due diligence review before purchase

### **Properties Not Eligible for funding**

- Properties listed, or proposed for listing, under the Superfund National Priorities List.
- Facilities subject to U.S. EPA unilateral administrative orders, court orders, administrative orders on consent, or judicial consent decrees issued to, or entered into, by parties under CERCLA.
- Facilities that are subject to the jurisdiction, custody or control of the United States Government.
- Some ineligible properties may be eligible with a “property specific determination.” Contact EPA for more information.

## **Priorities for EPA Region 9 TBA Resources**



- Under-served areas, such as Environmental Justice communities, tribes, Native Hawaiian organizations, and rural communities
- Relatively small sites with near-term redevelopment potential
- Project distribution throughout Region 9 geographic area
- Applicants to EPA's Brownfields competitive grant program whose proposals were not selected for funding

## **Project Information**

- TBA deliverables developed are public documents, releasable under the Freedom of Information Act. EPA provides deliverables to the applicant and keeps them on file.
- Deliverables will take 3 to 9+ months to complete based on project complexity and overall workload.
- Applicant agrees to provide EPA with project information and photos when the site is redeveloped, including information on:
  - dollars leveraged
  - jobs created
  - environmental benefits, such as reduction in vehicle miles traveled, water quality improvement, etc.

## **EPA Region 9 Targeted Brownfields Assessment (TBA) Application**

**All questions in the application below must be answered to receive consideration for assistance.**

## **Applicant Information**

### **Applicant Type**

**Are you applying as a:**

- ☐ Government Entity
- ☐ Tribe
- ☐ Native Hawaiian organization
- ☐ Non-profit organization (501(c)(3))

Applying Organization(s)

Name of organization(s) or individual(s) requesting Brownfields Assessment

Primary Contact Name of the applying organization

Name and title of the primary contact representing the organization(s) or individual(s) making this request

Applying organization address

Phone

Primary contact telephone #

Email \* (required)

A copy of your application will be sent to this address.

Web address

DO NOT ENTER "http://" or "https://"

Web address of applying organization's website. DO NOT enter "http://" or "https://": it may cause a form error.

## Property Information

Address of the property requested to be assessed




Map of property

http(s)://



Web link to a map of the property location (e.g., Google map or Bing map) - DO NOT enter "http://" or "https://": it may cause a form error.

Current owner(s) name, business address, and phone number (if different than applicant)



Name, business address, and phone number

Total acreage of property



Number of buildings on property



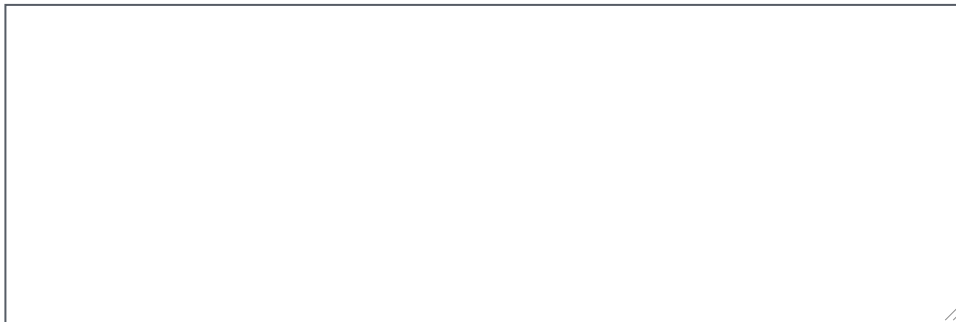
Building(s) description and past use(s)



Is there known or suspected contamination on the property?

- ☐ Yes
- ☐ No

What are the known or suspected contaminants?



What are the sources of contamination?



Are there current uses on the property, e.g. residences, community gardening, commercial activities? Describe.



Are there any perceived health concerns to the users of the site?

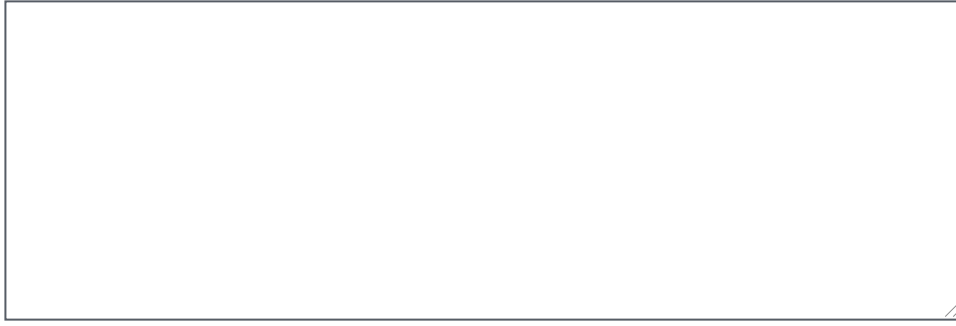


Is the property or building(s) listed on the state or National Register of Historic Places?



## Property Eligibility

Is the property a "Brownfield"?



Does the property meet the definition of a “Brownfield” as contained in federal Small Business Liability Relief and Brownfields Revitalization Act (Section 211(a)(39) of the Public Law 107-118 (H.R. 2869)), i.e., real property whose reuse has been complicated by real or perceived contamination.

Brownfields information:

**Learn more about the definition of a "Brownfield"** » <https://epa.gov/brownfields/overview-epas-brownfields-program>

Legal permission to enter?

Does the applicant have legal permission to enter the property to conduct the property assessment activities, including collecting environmental samples for testing? (Applicant must obtain access to property for EPA contractor to conduct a Phase II assessment)

- ☐ Yes
- ☐ No

Physical accessibility of property?

Is the property physically accessible for assessment, including free of debris or materials that may obstruct entry onto the site or into buildings? Are all buildings physically safe to enter? (EPA may visit the property or request photos to confirm its physical accessibility)

- ☐ Yes
- ☐ No

Is the applicant the property owner?

- ☐ Yes

☐ No

**If "YES", answer the following. If "NO", skip to Community Description**

If 'yes', please explain.

Did the applicant generate or dispose of any of the contaminants?

If "Yes", please explain in the next field.

☐ Yes

☐ No

Did the applicant own the property when contamination occurred?

If "Yes", please explain in the next field.

☐ Yes

☐ No

If 'yes', please explain.

When was the property acquired?

How was the property acquired?

Measures taken to prevent release of contaminants?

If the applicant owns the property, describe measures taken to ensure potential pollutants, contaminants and hazardous substances are not released from the property and do not present a threat to human health or the environment.

Property investigation for contaminants?

If the applicant owns the property and purchased the property after January 11, 2002, did the applicant conduct an investigation into the potential presence of pollutants, contaminants or hazardous substances at or near the property? If so, identify the investigations and dates.



**Affiliation with any former owner or operator?**

If the applicant owns the property, is the applicant affiliated with or related to any former owner or operator of the property (e.g., family, contract, corporate or financial arrangement, etc.), or with any person who may have generated hazardous substances located at or near the property, or with any person who may have transported or arranged for the transportation of hazardous substances located at or near the property?

☐ Yes

☐ No

If 'yes', explain the relationship

**Properties Not Eligible for Funding**

- Properties listed, or proposed for listing, under the Superfund National Priorities List <<https://www.epa.gov/superfund/superfund-national-priorities-list-npl>>.
- Facilities subject to U.S. EPA unilateral administrative orders, court orders, administrative orders on consent, or judicial consent decrees issued to, or entered into, by parties under CERCLA <<https://www.epa.gov/laws-regulations/summary-comprehensive-environmental-response-compensation-and-liability-act>>.
- Facilities that are subject to the jurisdiction, custody or control of the United States Government.

Some ineligible properties may be eligible with a "property specific determination". Contact EPA for more information.

**Community Description**

Provide information on the surrounding community/neighborhood, such as demographic information, and why this assistance is needed.

## Project Information

Assistance needed

What assistance does the applicant request from EPA? (Check all that apply):

- ☐ Phase I: Property records search and report
- ☐ Phase II: Environmental assessment (sampling, analysis, report)
- ☐ Analysis of Brownfields Cleanup Alternatives: identification of cleanup options and costs

Time frame for proposed assistance

Is the time frame in which EPA assistance is needed, time sensitive?

- ☐ Time-sensitive
- ☐ Not time-sensitive

Proposed assistance completion date

mm/dd/yyyy

When would you like the deliverable/assistance completed? Note: A Phase I will take a minimum of 3-4 months, and a Phase II a minimum of 8-9 months. Please factor these time frames into your response.

If the project is “time sensitive,” please explain with date and timing details:

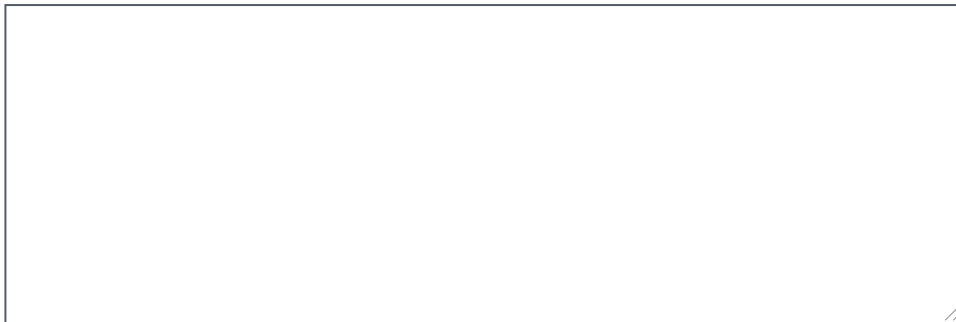


Is the applicant already working with a local or state regulatory agency concerning property contamination?

☐ Yes

☐ No


If yes, identify the local or state regulatory agency and briefly describe their involvement at the property.



Briefly describe the conclusions from any previous property assessment activities. Identify client, consultant, and approximate dates of past studies.



Briefly describe public interest and/or community involvement in property reuse planning activities to date.




Briefly describe why this property is a priority for the applicant.



Is the applicant currently receiving federal Brownfields assistance, such as a Brownfields Assessment grant or 128(a) funding?


- ☐ Yes
- ☐ No

If “Yes,” briefly describe why this funding cannot be used for this property.



## Property Redevelopment

What are the redevelopment plans for the property, and what is the time frame for redevelopment?




Is funding in place, or anticipated, for redevelopment?

☐ Yes

☐ No

What are the funding sources?



Does this funding include property cleanup, if needed?



# Site Access Consent Form

## "I Understand"

I understand that I must complete, sign, and email the **Site Access Consent Form**

<[https://www.epa.gov/sites/default/files/2021-04/documents/r9\\_brownfields\\_tba\\_site\\_access\\_consent.pdf](https://www.epa.gov/sites/default/files/2021-04/documents/r9_brownfields_tba_site_access_consent.pdf)>  
in order for my Targeted Brownfields Application to be considered.

☐ Yes

☐ No

## Submit

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[Brownfields Home](https://epa.gov/brownfields) <<https://epa.gov/brownfields>>

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[Overview](https://epa.gov/brownfields/overview-epas-brownfields-program) <<https://epa.gov/brownfields/overview-epas-brownfields-program>>

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[Program Accomplishments](https://epa.gov/brownfields/brownfields-program-accomplishments-and-benefits) <<https://epa.gov/brownfields/brownfields-program-accomplishments-and-benefits>>

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[Environmental and Economic Benefits](https://epa.gov/brownfields/brownfields-program-environmental-and-economic-benefits) <<https://epa.gov/brownfields/brownfields-program-environmental-and-economic-benefits>>

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[Types of Grant Funding](https://epa.gov/brownfields/types-epa-brownfield-grant-funding) <<https://epa.gov/brownfields/types-epa-brownfield-grant-funding>>

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[Solicitations for Brownfield Grants](https://epa.gov/brownfields/solicitations-brownfield-grants) <<https://epa.gov/brownfields/solicitations-brownfield-grants>>

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[Brownfields and Land Revitalization Activities Near You](https://epa.gov/brownfields/brownfields-and-land-revitalization-activities-near-you)  
<<https://epa.gov/brownfields/brownfields-and-land-revitalization-activities-near-you>>

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[Grant Recipient Reporting using ACRES <https://epa.gov/brownfields/brownfields-grantee-reporting-using-assessment-cleanup-and-redevelopment-exchange>](https://epa.gov/brownfields/brownfields-grantee-reporting-using-assessment-cleanup-and-redevelopment-exchange)

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## Follow.



LAST UPDATED ON SEPTEMBER 8, 2021





## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

**FROM:** M. Scott Hurlbert, City Manager

**DATE:** November 23, 2021

**SUBJECT:** Discussion of recent RAISE grant award to California High Speed Rail Authority, impact on clean-up of the Farm Labor Camp, and request Council appoint a Committee to oversee various related negotiations and agreements.

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**Recommendation:**

Discuss recent RAISE grant award to California High Speed Rail Authority (CHSRA), impact on clean-up of the Farm Labor Camp, and request Council appoint a Committee to oversee various related negotiations and agreements.

**Discussion:**

The City and CHSRA are engaged in numerous discussions regarding impacts of the High Speed Rail Project through Wasco. In addition to the Farm Labor Camp situation, now apparently to be resolved through the RAISE grant funds, a number of permits, easements and agreements need to be completed in the coming weeks. To ensure Council oversight and help expedite completion of this work, staff is requesting a Council Committee be assigned to review the negotiations and draft agreements before they are submitted to the full Council for approval.

Specifically, an impact "Partnership" agreement is being developed whereby certain work will be defined by the City, funded through the CHSRA, and then completed by the City through various contracts. This structure allows work to proceed in parallel with the Project and without fiscal impact to the City.

**Fiscal Impact:**

No current fiscal impact. Any agreements reached with CHSRA will be reviewed and approved by Council through separate action.

**Attachments:**

1. Raise Grants Facts Sheet

# RAISE Grants

Rebuilding America Infrastructure with Sustainability and Equity



U.S. Department  
of Transportation

## Rural, Capital

### Wasco SR 46 Improvement Project

#### California High-Speed Rail Authority

*City of Wasco, California*

**Grant Funding: \$24,000,000**

**Estimated Total Project Costs: \$75,643,560**

#### Description:

The project will expand approximately 0.4 miles of SR 46 to a four-lane cross section with approximately 16'-6" clearance under the BNSF railroad and California high-speed rail and reconstruct the SR 46-SR43/J Street intersection to a single-lane roundabout. The project also includes ADA accessibility improvement, such as curb ramps, storm water improvements, and construction of a utility corridor south of SR 46 to remove conflicting utilities.

#### Benefits:

This project aligns with the Department's criteria related to safety, economic competitiveness, and quality of life. This project will eliminate an existing bottleneck crossing under the BNSF rail creating more efficient freight movement. This project also promotes pedestrian and bicycle safety by providing dedicated sidewalks and bike lanes. The project will increase transportation choices improve connectivity across the railroad, and provide travel time savings.



The Rebuilding American Infrastructure with Sustainability and Equity, or RAISE Discretionary Grant program, provides a unique opportunity for the DOT to invest in road, rail, transit and port projects that promise to achieve national objectives. Previously known as BUILD and TIGER, Congress has dedicated nearly \$10.1 billion for 13 rounds of National Infrastructure Investments to fund projects that have a significant local or regional impact. The President's Bipartisan Infrastructure Bill will add \$1.5 billion per year to this program.



## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

**FROM:** M. Scott Hurlbert, City Manager  
Maria Lara, Assistant City Manager  
Nancy Vera, Human Resources Manager

**DATE:** November 23, 2021

**SUBJECT:** Adopt a Resolution authorizing the City Manager to execute the approved Memorandum of Understanding Agreement covering July 1, 2021 thru June 30, 2024 between SEIU Local 521 and the City of Wasco, and extend matching wage and benefit provisions to employees outside of the bargaining unit.

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### **Recommendation:**

Staff recommends the City Council adopt a Resolution authorizing the City Manager to execute the approved Memorandum of Understanding Agreement covering July 1, 2021 thru June 30, 2024 between SEIU Local 521 and the City of Wasco, and extend matching wage and benefit provisions to employees outside of the bargaining unit.

### **Discussion:**

SEIU Local 521 entered a three-year contract with the City of Wasco between July 1, 2017, through June 30, 2020. Pursuant to Section 4 ("Renewal") of the MOU, SEIU and the City of Wasco have met and conferred with regard to any possible changes that either desired to make to the MOU. Due to the current COVID-19 pandemic, SEIU and City of Wasco have agreed to extend the term and conditions outlined in the Memorandum of Understanding (MOU) for contract year July 1, 2017 – June 30, 2020, and extend the contract for one additional year with no alternations thereto. The MOU between SEIU Local 521 and the City of Wasco now expired on June, 30, 2021. SEIU Local 521 and the City of Wasco further began negotiating a fair agreement late in July 2021 in order to better assess the post-COVID-19 financial situation for the City of Wasco.

SEIU and the City of Wasco agreed to once again enter into a three-year contract with the City of Wasco between July 1, 2021, through June 30, 2024. Notable changes into the wage increases noted in section 11 titled "Wages" within the attached proposed agreement. The updates made to the Jury Duty policy outlined within section 16 of the agreement. In addition to some minor changes to the previously approved agreement in 2017. SEIU tentatively ratified the agreement on the evening on 11/15/2021 with their members.

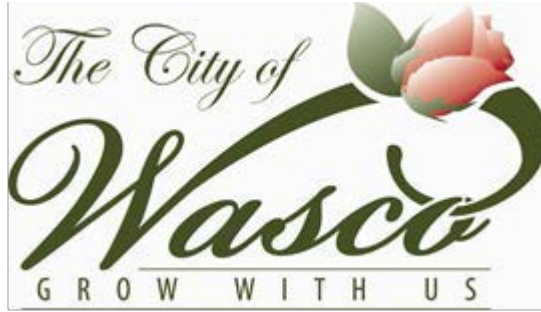
In addition to the SEIU covered employees, the same benefit provisions are extended to employees outside of the bargaining unit.

**Fiscal Impact:**

The total fiscal cost for the Memorandum of Understanding Agreement will be addressed in the Mid-Year 2021-2022 budget.

**Attachments:**

1. Resolution
2. Memorandum of Understanding Agreement between SEIU Local 521 and the City of Wasco.



# **Memorandum of Understanding**

**Between**

**The City of Wasco**

**And**

**SEIU, Local 521**

**July 1, 2021 thru June 30, 2024**

## **Section 1.**

### **PREAMBLE**

The Memorandum of Understanding is entered into by the City of Wasco, hereinafter referred to as the “City of Wasco” or “City”; and SEIU, Local 521, AFL-CIO, hereinafter referred to as the “Union”, pursuant to the Meyers-Miliias-Brown Act, Government Code Section 3500-3510. It has as its purpose of harmonious relations between the City of Wasco, its employees and the Union; the strengthening of the merit system; the establishment of an equitable and peaceful establishment of rates of pay, hours of work and other terms and conditions of employment of all City Employees; excluding management, mid-management, confidential and safety personnel, who hereby constitute the bargaining unit.

### **TERM OF MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding shall be for a period of three years commencing July 1, 2021 and expiring June 30, 2024.

## **Section 2.**

### **RECOGNITION**

Pursuant to the applicable State Law and in accordance with all applicable statutory provisions, the City of Wasco hereby recognizes SEIU Local 521 as the certified majority representative of the employees in each of the above representation units. The term “employee” or “employees” as used herein shall refer only to employees employed by the city (excluding temporary or extra help). The City of Wasco recognizes the Union as the bargaining agent for the purposes of establishing salaries, wages, hours and other terms and conditions of employment for all employees within the bargaining unit as set forth in the Preamble above.

## **Section 3.**

### **DEFINITIONS**

In the administration and interpretation of this Memorandum of Understanding, the definitions in the Personnel Policies Manual and rules and regulations for the City of Wasco (“Personnel Policies”) shall apply, except where they are in conflict with an express written definition contained in this Memorandum of Understanding, in which case this Memorandum of Understanding controls. It is also further understood that the City of Wasco retains the right to rename and revise its current Personnel Policies Manual to a Human Resources Policy and Procedure Manual.

## **Section 4.**

### **RENEWAL**

The City of Wasco and the Union agree that, throughout the term of this Memorandum of Understanding, except as otherwise provided for herein, each party waives the right and each agrees that the other party waives the right and each agrees that the other party shall not be obligated to meet and confer with respect to any subject or matter pertaining to or covered by this Memorandum of Understanding, except as to the meeting and conferring over the renewal or continuation of this Memorandum of Understanding.

The City of Wasco and the Union agree that this Memorandum of Understanding shall not be binding

upon the parties either in whole, or in part, unless and until ratified by Local 521 Membership and formally approved by a majority vote of the City Council. This Memorandum of Understanding shall remain in full force and effect from July 1, 2021 through June 30, 2024. Either party may serve written notice to meet and confer concerning possible changes in the provision of this Memorandum of Understanding. Such notice shall be submitted in writing at least sixty days prior to the termination date of this Memorandum of Understanding. It is the intent of the parties to conduct negotiations in such a manner as to reach a new Memorandum of Understanding on or before the termination date of this Memorandum of Understanding. The Union agrees to provide its initial proposal at the first negotiating session.

It is further agreed that nothing in this Memorandum of Understanding shall in any way diminish the rights of the employees, the City of Wasco, or the Union as established by the Meyers- Miliars-Brown Act of the State of California and all amendments thereto, except as herein provided.

## **Section 5.**

### **UNION REPRESENTATION RIGHTS**

The City of Wasco agrees that the union representatives will be granted those rights specially conferred by legislation such as the Meyers-Miliars-Brown Act.

Union and their officially designated representatives will have the first 5-working days from the date an eligible new hire(s) begins employment with the City to provide a maximum of thirty (30) minutes to make a presentation to all new employees. Reasonable access will be provided to officers of Union and their officially designated representatives to meet with employee at their work locations for processing membership or contacting members of the City concerning business within the scope of representation. The Union shall identify in writing a point of contact that shall be responsible for receiving a copy of the all staff email which identifies the department, position and a photo of the new eligible employee. Information shall be provided via email by the City Human Resources Department to the Chief Shop Steward or their appointed designee on the new hire's first day. The Union reserves the right to distribute materials (e.g. the MOU, a membership / COPE application, a list of stewards) at the new employee orientation. The City shall approve release time to the Chief Shop Steward or their appointed designee who will be conducting the Union presentation. The Union agrees to give the City copies of materials to be used in the session, which shall include, but not limited to, this Agreement, a Union membership application, a list of shop stewards prepared by the Union showing their departments and/or work areas and telephone numbers. Access shall be restricted so as not to interfere with the normal operations of any department or with established safety or security requirements.

## **Section 6.**

### **GRIEVANCE**

Employees will utilize the Grievance Procedures as outlined in the Personnel Policy Manual.

## **Section 7.**

### **UNION BARGAINING COMMITTEE**

The Bargaining Committee of the Union will include a maximum of four (4) members, including Union staff members.

There will be no discrimination against an employee because of his duties as a union official, representatives, steward or committee member.

The Union agrees to provide the City Manager with a list of Union officers and representatives who are authorized to meet and confer in good faith. The Union shall also provide the above officials with a list of all authorized staff representatives. In addition, the Union shall provide a list of stewards who can post materials on behalf of the Union. These lists shall be kept current by the Union.

## **Section 8.**

### **NON-DISCRIMINATION**

The provisions of this Memorandum shall be applied equally to all employees covered hereby without discrimination because of race, color, sex, age and marital status (except as provided by law), disability, national origin, religious affiliation, sexual orientation, or Union membership or non- membership.

## **Section 9.**

### **HEALTH AND SAFETY**

The Union agrees to support without qualification the City's safety program and will encourage its members to attend safety courses.

Both the City and the Union recognize the need and will strive to reduce the number of industrial injuries among the employees.

## **Section 10.**

### **HEALTH CARE**

The City agrees to continue the Health, Dental and A.D.&D. insurance plans to employees and dependents during the term of this Memorandum of Understanding unless the costs for such benefits increase by more than seven (7) percent in any one year; then the City shall not be responsible for said additional costs. Both Parties agree to meet and confer for the sole purpose of negotiations issued related to the Health, Dental and A.D.&D. benefits if a seven (7) percent increase in any one year is reached. Even if there is not an increase above seven (7) percent in any one year, the City reserves the right to shop Health, Dental and A.D.&D. plans as long as the level of benefits are substantially maintained to the present level of benefits.

Retired employees who are at least 62 years of age shall be able to pay their own insurance premium through COBRA (premium cost plus 2% administrative fees) for up to eighteen months and Cal-COBRA up to age 65. Premiums for Cal-COBRA will be determined at time of eligibility.

### **WAIVER OF MEDICAL INSURANCE**

Full Time employees who are enrolled in an alternate insurance plan may waive (relinquish) enrollment in the City of Wasco Health Insurance Plan by providing proof of comparable coverage and receive a \$100 per month stipend. The City shall pay the waiver of insurance stipend to employees who decline participation in the City's medical, vision, and dental insurance plan. The stipend is to be paid \$50.00 per pay period for the first two pay periods of the month. Proof of other insurance coverage is required. Retired employees are excluded.



## Section 11.

### WAGES

1. Within one (1) bi-weekly payroll after ratification by both the City and the Union, all full-time employees currently covered by this bargaining agreement shall receive a one-time non-recurring, gross payment of \$5,000. All part time employees currently covered by this bargaining agreement shall receive a one-time non-recurring gross payment of \$2,500<sup>1</sup>.

2. In the bi-weekly payroll period in which June 30, 2022 is contained, all employees covered by this bargaining agreement shall receive a COLA increase of 3% of employee's base wages.

3. In the bi-weekly payroll period in which June 30, 2023 is contained, all employees covered by this bargaining agreement shall receive a COLA increase of 3% of employee's base wages.

The one-time payment will be subject to all applicable federal, state and local tax withholdings. The payment will not be included in wages for purpose of the computations of overtime, benefits or for any other purpose.

### Supervisor Compensation

Base salary of supervisory positions shall be no less than 5% above the salary range of the highest paid position under his/her direct supervision as listed in the job description for each specific position title. The reporting relationship must be to the primary supervisor.

### Bilingual Pay

1. Employees who have been designated by the City (Department) Directors, or an authorized representative, and regularly utilize bilingual skills in their position as a departmental translator for the City shall receive \$28.50 per pay period for oral only communicators and \$45.00 per pay period for oral and written communicators.

2. Employees shall be required to demonstrate fluency in the language and the language skill necessary for the job as set forth below.

3. Testing in the capacity of either "Oral Only Communication" or "Oral and Written Communication" shall be done through the City's authorized agent, Bakersfield College, and at the expense of the Employee seeking said certification.

4. If an employee has a certificate already on file with the City prior to the ratification of this agreement, the certification submitted shall be acceptable to the City for qualification purposes.

5. The City has approved for the following departments to qualify for bilingual pay:

- a. Public Works
- b. Finance
- c. Planning
- d. City Manager's Office/Administration

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<sup>1</sup> One-time non-recurring gross payment may be pensionable, the City would comply with CCR sections 571(b) for classic members and section 571.1(a) for PEPR members for reporting.

6. The City shall determine the language(s) in which bilingual pay is needed depending on the changing demographics of the City.

#### Longevity Pay Program

During the term of this MOU, an employee, who reaches an anniversary date for longevity pay; shall receive such pay effective the next pay period nearest his or her anniversary date. Such increases in pay shall only begin during a new pay period. Such longevity pay shall occur in the following increments:

- A. Regular full-time employees who have completed 3 years (6,240 hours) of continuous City service shall receive .5% longevity pay on base hourly wages.
- B. Regular full-time employees who have completed 5 years (10,400 hours) of continuous City service shall receive 1% longevity pay on base hourly wages.
- C. Regular full-time employees who have completed 10 years (20,800 hours) of continuous City service shall receive 2% longevity pay on base hourly wages.
- D. Regular full-time employees who have completed 15 years (31,200 hours) of continuous City service shall receive 3% longevity pay on base hourly wages.
- E. Regular full-time employees who have completed 20 years (41,600 hours) of continuous City service shall receive an additional 4% longevity pay on base hourly wages.
- F. Regular full-time employees who have completed 25 years (52,000 hours) or more of continuous City service shall receive an additional 5% longevity pay on base hourly wages.
- G. All hours indicated above are exclusive of overtime or any other time not included as “regular” hours worked.

#### **Section 12.**

##### MAINTENANCE OF BENEFITS

The City of Wasco and the Union agree that all benefits provided by ordinances or resolutions, which are in existence at the commencement of this Memorandum of Understanding, shall not be diminished, lessened, or reduced for the duration of this Memorandum of Understanding, unless mutually agreed to by the parties or unless said benefit increases in costs of more than seven (7) percent in any one year, then the City of Wasco is only required to maintain such benefit at the cost level of the previous year.

The City has agreed to maintain, and guarantee the Benefit Card (or its substitute) amount for the term of this agreement and at the level of benefit granted in the final year of the previous agreement. The Union agrees to call the negotiating team together if, in any January following ratification of this MOU, the contract for medical care changes in any manner which may negatively affect the Benefit Card (or its substitute) amount. The City and Union agree to negotiate in good faith over the changes to resolve any financial impact to either the City or the Union members. A vote of the members will be necessary at the completion of negotiations to confirm the Union’s position.

#### **Section 13.**

## HOURS AND OVERTIME

### (A) Standard Work Periods

The standard workday for regular full-time employees shall be eight hours and the standard workweek shall be forty hours worked in five (5) consecutive workdays. The workday and workweek for part-time employees shall be established and directed by the Department Head.

### (B) Exceptions to Standard Work Period

The Department Heads are hereby authorized to designate other work periods and working hours for employees when, in his/her opinion, the best interest of the City may be served by such adjustment of the standard work periods and hours.

### (C) Overtime and Compensatory Time

Overtime shall be worked only at the request of the Department Head. Regular employees required to work in excess of eight hours in a day or in excess of forty hours in a week shall, at the option of the employee, be compensated in cash or compensatory time off at a rate of time and one-half. To the extent that any excess work performed by the employee would have resulted in an overtime entitlement greater than time and one half, the employee's cash or compensatory time compensation shall reflect that greater entitlement. Work schedules may be changed by mutual Memorandum of Understanding or unilaterally by the City due to the need to cut costs, to reflect work hours in excess of eight hours within a day without overtime premium being required, (i.e., four- 10 hours days or 9/80 schedule) and overtime compensation shall be computed at the 40- hour workweek.

Compensatory time accumulation shall be limited to a maximum of forty (40) hours. Once 40 hours of compensatory time is accumulated, the option to accrue additional compensatory time ends and overtime must be taken.

The City Manager shall have the authority to authorize Overtime for special events, regardless if the designated employee has worked less than eight hours in a day or less than forty hours in a week. As an example, these events may include City-wide events such as parades, festivals, car shows, and the like.

### (D) Rest Break

Rest breaks of fifteen (15) minutes for each four (4) consecutive hours worked shall be provided.

Employees whose assigned workday is more than four (4) hours shall receive two (2) fifteen-minute rest breaks. Breaks shall be scheduled as near the mid- point of each work period as possible.

### (E) Call Back

When an employee is required to return to work following the completion of his normal workday, the employee shall receive a minimum of two (2) hours pay at the overtime rate.

### (F) Stand-by Duty

Employees **MUST** be so assigned to stand-by duty by their department head and shall be compensated and governed by the following:

1. Compensation shall be at the rate of 6% of base salary on such stand-by duty and shall be paid at the same time as scheduled for the pay period in which the stand-by duty was performed.
2. Be ready and take steps immediately to respond within a reasonable time to calls for their services.
3. Be readily reachable by telephone or paging device
4. Remain within a specified distance or time from their work stations; and
5. Refrain from activities which might impair their ability to perform their assigned duties.

6. Employees compensation shall, when called to active duty while on stand-by duty status, be compensated for such active duty at the applicable rate of pay. Work time for employees called active duty while on stand-by status shall begin at the time of notification to report to a job site and shall continue until the employee completes work. A minimum of two (2) hours at the appropriate rate shall be paid in those cases when an employee on stand-by status is required to report to a job site.
7. No employee or other qualified person shall be paid for stand-by duty time and other compensable duty time simultaneously.

(G) Shift Differential

- A. An employee shall receive additional compensation at the rate of ninety- five cents (95¢) per hour for all hours worked on a shift when the majority of hours worked on the shift are between 3:00 p.m. and mid-night and in locations where these classes are regularly assigned shift work.
- B. In lieu of compensation set forth in paragraph “A” above, employees shall receive additional compensation at the rate of one dollar and twenty-five cents (\$1.25) per hour for all hours worked on a shift when the majority of hours worked on the shift are between 12:00 midnight and 7:00 a.m. and in locations where these classes are regularly assigned shifts work.
- C. Notwithstanding A and B above, in a situation where an employee works a shift evenly divided before and after 12:00 midnight, the employee shall receive additional compensation in the amount of ninety-five (95¢) per hour for one half the hours worked on the shift, and one dollar and twenty-five cents (\$1.25) for one-half the hours worked on the shift.
- D. An employee shall receive additional compensation at the rate of ninety-five cents (95¢) per hour for all hours worked on the 3:00 a.m. to 12:00 noon shift and in locations where these classes are regularly assigned shift work.
- E. Extreme Heat Scheduling adjustment shall not trigger any shift differential premiums.

(H) All forms of incentive pay such as, but not limited to, certification stipends, 3-axle pay, specific department-wide on call pay are not authorized unless so specified in this contract.

**Section 14.**

VACATION

As described in the City’s Personnel Policy Manual.

VACATION PAYOUT

Prior to the first pay period of October, or October 1st, whichever is later, the City will generate a log of all employees who have 160 hours of vacation or over on the books. Those employees will be able to request a draw against vacation in the form of a maximum 40 hours, to be paid out during the first pay period of December of that given year. Only those employees who have 160 hours or more accrued on the books at the time of the generation of the log will be eligible for the vacation payout. Employees who qualify for this program will receive a memo indicating how many hours the eligible employee has available to pay out. The memo shall contain an area to be filled out by the employee which contains the number of hours, from the number of eligible hours, the employee wishes to pay out, and the employee must sign and return the memo no later than the end of the business day on the third Thursday of October of any given year to allow for processing time prior to the first pay period of December. The City will

assume any memo not returned by the due date indicates the employee has chosen not to take any eligible vacation time as a payout. Payout check will be processed as a separate check from that of the regular scheduled biweekly payroll checks.

Employees shall not lose any hours if they end the calendar year with 160 hours or more assuming the vacation max has not been reached. Vacation maximum will be equivalent to 3-Years of the employee current annual accrual rate.

## **Section 15.**

### **PERFECT ATTENDANCE PROGRAM**

The City shall continue the perfect attendance program as outlined in Exhibit “A” for the fiscal years covered in this MOU.

### **HOLIDAY SCHEDULE**

- (a) Regular full-time employees shall be granted 8 hours of holiday pay for days specified below:

New Year’s Eve	Veterans Day
New Year’s Day	Thanksgiving Day
President’s Day	Day after Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	Floating Holiday (see section g below)

If a holiday falls on 9-hour work day employees shall be granted 1 additional hour of holiday pay to make a full 9-hour holiday.

- (b) Holidays (other than Christmas Day and New Year’s Day) that fall on Sunday shall be observed on Monday. Those Holidays that fall on Saturday shall be observed on Friday. Holidays that fall on a scheduled Friday off for 9/80 staff members shall be observed on Thursday.
- (c) Special rules for Christmas and New Years for 9/80 staff members: When Christmas or New Year’s Day fall on Scheduled Friday off or Saturday following the Scheduled Friday off, the Eve shall be celebrated on Wednesday and the Day shall be celebrated on Thursday. When Christmas or New Year’s fall on Sunday or Monday following Scheduled Friday off, the eve shall be celebrated on Thursday. For all staff members NOT on 9/80 schedule: When Christmas or New Year’s Day fall on Saturday, the eve shall be celebrated on Thursday and the Day shall be celebrated on Friday. When Christmas or New Year’s fall on Sunday or Monday, the eve shall be celebrated on Friday and the Day shall be celebrated on Monday.
- (d) When the City of Wasco requests an employee to work on the above holidays, he/she shall work on the above holidays and be compensated double time, with a minimum of three (3) hours.
- (e) Holidays falling within an approved scheduled vacation will be recorded as holiday pay.
- (f) All permanent part-time employees who work twenty (20) or more hours per week are eligible for holidays pay at one-half (1/2) the rate of permanent full-time employees.
- (g) Floating Holidays – Each employee in the general employee unit, who is employed by the City of Wasco as of July 1st of each fiscal year, shall be eligible for two (2) floating holidays of their choice. Floating holidays must have prior department approval and shall be consistent with the efficient operation of the affected department and its activities.
- (h) Holidays will not be paid to employees on any type of unpaid leave.
- (i) A separating employee must be present at work on his or her last scheduled day prior to the

holiday and the first scheduled day after the holiday to receive holiday pay.

## **Section 16.**

### **TUITION REIMBURSEMENT.**

As described in the City's Personnel Policy Manual.

### **License Renewal Reimbursement**

Where the City requires that employees in a classification possess a license or certificate (class C driver's license excluded) as an employment standard, the City shall reimburse employees up to a maximum of \$250 per fiscal year, to be used toward the renewal and/or continuing education. No additional cost associated with either renewal or maintenance of the license/certificate will be reimbursed.

If the employee leaves City employment during the licensing period, reimbursement shall be pro-rated (i.e., if fees have been paid in advance by the City, the employee shall be required to reimburse the City for the pro-rated portion of the fees through a reduction in the employee's final pay check).

### **JURY DUTY**

Updates to City's Personnel Policy Manual 10.10 Jury Duty and Court Leave as described.

#### **A. Purpose**

The City considers jury duty to be an important civic responsibility. Having loyal, conscientious, honest citizens serving on our juries is a basic and essential element of our American system of justice. Therefore, it shall be the policy of the City to encourage jury service by its employees.

#### **B. Scope**

This policy applies to all regular full-time employees called to jury duty.

#### **C. Policy**

An employee who is summoned to serve on a jury must notify his/her supervisor or Department Head as soon as possible after receiving notice of both possible and actual jury service in order to receive time off for the period of actual service required.

Regular full-time employees called to jury duty after completing their probationary period are eligible for their regular rate of pay for time spent in performing jury duty. Probationary employees shall receive jury duty pay under the same terms and conditions as regular employees. Part Time employees shall be paid for their regular scheduled hours and Part Time employees required to serve on a jury must report to work before and after jury duty provided there is an opportunity for at least one (1) hour of work-time. If any payment for jury service is accepted, the employee shall submit the warrant or its equivalent minus any expenses (e.g. mileage, parking, etc.) to payroll. An employee called to jury duty on his/her regular day off shall not be compensated. The employees required to serve on a jury must report to work before and after jury duty provided there is an opportunity for at least one (1) hour of actual work-time. The employee must report to work on any day, or part of a day, when excused from going to court. If the employee does not report to court or to the workplace for any reason, the time will be considered unauthorized leave without pay, and the employee may be subject to disciplinary action.

Evidence of jury duty attendance must be presented to the employee's supervisor by attaching the Court's approved record of jury service to the corresponding time report. This record is necessary to

authorize any pay. Failure to produce such records will result in unexcused leave. In those circumstances, an employee may be required to take leave without pay or use accrued vacation. An employee who is requested to appear by subpoena as a witness in court or to respond to an official order from a governmental jurisdiction regarding an event or transaction which he/she perceived or investigated in the course of his/her City job duties shall be granted a leave of absence with pay from his/her assigned duties. Employees summoned to serve on a jury shall be granted a leave of absence without pay to perform the duties of a member of the grand jury. The employee shall remit all fees received for such appearances to the City within three (3) days from the date any fee is received by the employee. Compensation for mileage or a travel allowance shall not be considered as a fee and shall be retained by the employee.

In those instances where a City employee is subpoenaed to appear in court in a matter unrelated to his/her City job duties or because of civil or administrative proceedings that he/she initiated, the employee will not receive compensation for time spent related to those proceedings. An employee may request to receive time off without pay, or may use accrued vacation for time spent related to those proceedings. The time spent in these proceedings is not considered work time.

#### UNIFORMS AND SAFETY TOE SHOES ALLOWANCE

Whenever the City of Wasco requires uniforms and/or protective clothing to be worn, such uniforms and/or protective clothing shall be provided and maintained by the City. Employees are to be furnished one clean uniform for each regular shift. Required uniforms shall be worn in a neat and orderly fashion. Employee shall wear the required uniform unless specific prior approval is obtained from the supervisor. The City of Wasco shall establish an annual allowance of \$275 for Public Works, Code Enforcement, and Building Inspectors for the purchase of OSHA regulated footwear. The City of Wasco shall establish an annual allowance of \$175 for Transit for appropriate footwear. Employees will receive a pro-rated allowance based on their month of hire. If applicable, the allowance will be reported and the employment taxes will be withheld. Allowance will be processed as a one-time payment on the payroll check following the beginning of the fiscal year, and or shortly after this agreement is ratified.

City issued uniforms are to be worn only during working hours or commuting to and from the workplace. Employees must recognize when wearing a City issues uniform or clothing issued with a city logo, they are recognized as representing the City of Wasco. Employees must refrain from acting inappropriately while wearing a uniform and City issued apparel containing a City logo.

#### **Section 18.**

#### MID-MANAGEMENT / CONFIDENTIAL EMPLOYEES GROUP

The following positions have been formally designated as the City's Mid-Management / Confidential Employees group and subsequently not included as part of the bargaining unit:

- A. Sanitation Superintendent
- B. Water Superintendent
- C. Accounting Manager
- D. Chief Building Inspector / Chief Building Official
- E. Housing and Community Programs Manager
- F. Senior Planner
- G. Economic Development Coordinator
- H. Assistant to the City Manager



- I. Executive Assistant II / Administrative Manager
- J. Public Services Manager
- K. Human Resources / Risk Manager
- L. City Projects Manager
- M. City Operations Manager
- N. Wastewater Superintendent

The Personnel Officer may update the titling for the Mid-Management / Confidential Employees group without the need for a meet and confer.

## **Section 19.**

### **UNION RESPONSIBILITY**

During the term of this Memorandum of Understanding, the Union agrees that it will not engage in, encourage, or approve any strike, slowdown or other work stoppage growing out of any dispute relating to the terms of this Memorandum of Understanding, agreeing with the City that all matters of controversy within the scope of the memorandum of understanding shall be settled by established grievance procedures.

## **Section 20.**

### **MANAGEMENT RIGHTS**

The City of Wasco retains, among other management rights, the exclusive right to determine the methods, means, and personnel by which City government operations are to be conducted, as well as to exercise complete control and discretion over its organization, operations, and technology of performing its work; to determine the mission, function and necessity of all or part of each of its constituent departments, boards and commissions and take all necessary actions to carry out their mission, functions and necessity, or any part thereof, as well as set standards of service, and the service levels, to the public.

It also retains the sole right to administer the Compensation and Position classification systems, to classify or reclassify positions, add or delete positions or classes to or from the Salary Range; to establish standards for employment, promotion, and transfer of employees; to direct its employees, establish rules and regulations, take disciplinary action for proper cause, to establish work schedules and work assignments, transfer work out of the unit, and to relieve its employees from duty for lack of work or other legitimate reasons. The City retains the right to be the sole judge, subject to its Policies and Procedures and the Municipal Code, of the qualification and competence of its officers and employees.

## **Section 21.**

### **EMPLOYEE RIGHTS**

Employees of the City shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation of all matters of employee relations. Employees shall also have the right to represent themselves individually in their employment relations with the City. No employee shall be interfered with, intimidated, restrained, coerced, unduly influenced or discriminated against because of his/her exercise of these rights.

Management employees shall not represent non-management employees on matters within the scope of



representation. Confidential employees shall not represent non-confidential employees on matters within the scope of representation. This provision does not otherwise limit the right of confidential employees to be members in employee organizations of their choice.

Employees' rights and obligations regarding use of the City's computers and computing resources are governed by the City's Acceptable Use Policy. The parties agree that occasional and incidental use of City computing resources for union business is allowable within the parameters of the Acceptable Use Policy, so long as such use does not interfere with the performance of work duties, the effective delivery of services, result in any cost to the City, or unduly compromise the security of City systems.

## **Section 22.**

### **AGENCY SHOP FEE**

Each employee in the bargaining unit shall either 1) become a member of the Union to the extent of tendering periodic dues uniformly required for membership, or 2) pay to the Union a periodic representational fee in an amount uniformly established by the Union's Board of Directors, but in no event shall such representation fee exceed eighty percent (80%) of the amount that a Union member would pay in dues for the same period.

## **Section 23.**

### **PERSONNEL POLICIES**

All adopted Personnel Rules and Regulations, Employer/Employee Relations Policy, Injury and Illness Prevention Program, and Drug and Alcohol-Free Workplace Policy are incorporated by reference to this MOU.

**Section 24.****SEVERABILITY**

Should any provisions of this Memorandum of Understanding be found to be in violation of any federal or state law by a court of competent jurisdiction, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding.

**City of Wasco**

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M. Scott Hurlbert, City Manager

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Maria Lara, Assistant City Manager

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Nancy Vera, Human Resources Manager

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Thomas F. Schroeter, City Attorney

**SEIU, Local 521**

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Pete Martinez  
SEIU 521, Union Representative

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Ronald Melendrez  
City Representative for SEIU 521

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Cesar Montes  
City Representative for SEIU 521

---

Evelyn Murillo  
City Representative for SEIU 521

## EXHIBIT “A”

<b>City of Wasco</b>	<b>Human Resources Policies and Procedures</b>		
	ORIGINAL DATE 06/15/10	REVISED DATE 06/05/12,8/5/2014,6/20/17	PAGE NUMBER 15 of 25
	SUBJECT		City Council Approval
POLICY NUMBER	<b>Perfect Attendance Program</b>		City Manager Approval

### I. Purpose

The Perfect Attendance Program was developed to provide an incentive for employees to minimize unplanned time away from work thereby promoting a reliable and efficient workforce.

### II. Scope

This policy applies to all Regular full-time employees of the City of Wasco.

### III. Policy

The Perfect Attendance Program (the “Program”) provides for one (1) paid vacation day (8 hours) that is available to employees that maintain a perfect attendance record. The additional vacation day will be earned in two portions, as outlined below.

- 1) 4 hours of vacation time will be awarded on January 1, 2018 to all employees who maintain a Perfect Attendance Record between July 1, 2017 and December 31, 2017. 4 hours of vacation time will be awarded on July 1, 2018 to all employees who maintain a Perfect Attendance Record between January 1, 2018 and June 30, 2018.
- 2) 4 hours of vacation time will be awarded on January 1, 2019 to all employees who maintain a Perfect Attendance Record between July 1, 2018 and December 31, 2018. 4 hours of vacation time will be awarded on July 1, 2019 to all employees who maintain a Perfect Attendance Record between January 1, 2019 and June 30, 2019.
- 3) 4 hours of vacation time will be awarded on January 1, 2020 to all employees who maintain a Perfect Attendance Record between July 1, 2019 and December 31, 2019. 4 hours of vacation time will be awarded on June 30, 2019 to all employees who maintain a Perfect Attendance Record between January 1, 2019 and June 30, 2019.

For the purposes of this Program, “Perfect Attendance Record” means an employee who reports to their job on time and works through their entire shift, less meal and rest breaks, every consecutive regularly scheduled workday. The following types of absences will not be counted against a Perfect Attendance Record: preapproved vacation leave, City observed holidays, bereavement leave, mandated jury duty, and leave as a result of a work-related injury. Any other absence or tardiness in reporting or returning to work will disqualify an employee under the Program.

The additional vacation day earned through this Program shall be used in accordance with and is subject to all the provisions of Section 10 of the City of Wasco Personnel Policy relating to Vacation Leave.

## **EXHIBIT “B”**

Update to the Personnel Policy:

### Section 2.14 Mid-Management Employee

- A. 2.14 Mid-Management Employee- A management/supervisory employee who is not a Department Head or in the classified service. Mid-Management employees are employed on an "at will" basis.

### Section 8.03 Advancement Within Salary Range

- A. Step Increases: Step increases are not automatic, but are merit-based and shall be granted for continued improvement and increased service value of an employee, and other pertinent factors as determined by the employee's Department Head and the Personnel Officer. Step increases shall be made only upon the recommendation of the Department Head concerned, and with the approval of the Personnel Officer/City Manager. City Manager may authorize step increases to be retroactive and processed on next bi-weekly payroll following approval. If any retroactive pay is owed to the employee it shall be paid out on a separate check.

### Section 8.43, Advancement within Salary Ranges

- A. Evaluations are written by Supervisor, sent to the department head, sent to Human Resources, Human Resources provides it to City Manager, City Manager signs, returns to department head, supervisor sets up review appointment with Employee. Employee will be responsible for returning evaluation with corresponding comments within 3 business days. Once received by Supervisor a copy will be provided to the Employee or Supervisor can inform employee a copy of the evaluation will be provided to them by the Human Resources Department once it is effectively reviewed.

### Section 10.13 Administrative Leave

- A. Mid-Management employees currently receive 7 days (56 hours) of Administrative Leave based on minute action approved from August 16, 2011. Administrative Leave is currently provided to Mid-Management in lieu of overtime time, call-out, and on call premiums paid to non-exempt staff members. Administrative Leave is to be use as time off at their discretion with prior approval provided prior to leave. A prorated rate will be provided to incoming Mid-Manager based on their month of hire.

### Section New, Employee Evaluations.

- A. An employee may request to meet with his/her Department Head or the Personnel Officer if he/she has not received an his/her performance evaluation after fifteen (15) days of the initial date their evaluation was due.

## EXHIBIT “C”



City Managers Office (661) 758-7214 Fax (661) 758-5411  
746 8th Street, Wasco, CA 93280

### **Lactation Accommodation Policy**

City of Wasco provides a reasonable amount of break time to accommodate an employee's need to express breast milk for the employee's infant child. The City will make a reasonable effort to provide the employee with the use of a room or other location in close proximity to the employee's work area for the employee to express milk in private. Such space will meet the requirements of the California Labor Code including a surface to place a breast pump and personal items, a place to sit, access to electricity, a sink with running water, and a refrigerator for storing breast milk.

#### **Procedures**

An employee may request an accommodation for lactation breaks by submitting a lactation accommodation request form to her department supervisor.

The department supervisor must respond to the employee's accommodation request in writing on the same lactation accommodation request form submitted by the employee indicating the approval or denial of the break request. The completed request form must be returned to the employee and a copy sent to the human resources department.

The requested break time should, if possible, be taken concurrently with other scheduled break periods. Nonexempt employees must clock out for any lactation breaks that do not run concurrently with normally scheduled rest periods. Any such breaks will be unpaid.

The company reserves the right to deny, in writing, an employee's request for a lactation break if the additional break time will seriously disrupt operations.

Employees have the right to file a complaint with the labor commissioner for any violation of rights provided under Chapter 3.8 of the California Labor Code regarding lactation accommodations.



**Lactation Accommodation Request Form**

Employee name: \_\_\_\_\_

Job title/department: \_\_\_\_\_

Date of request: \_\_\_\_\_

I have read City of Wasco lactation accommodation policy and I am requesting an accommodation to allow for lactation breaks while at work as follows (check all that apply):

\_\_\_\_ A private space to express breast milk.

\_\_\_\_ Lactation breaks that run concurrently with rest breaks already provided.  
Current rest break times: \_\_\_\_\_

\_\_\_\_ Lactation breaks in addition to already provided rest breaks.  
Additional unpaid break time needed: \_\_\_\_\_

\_\_\_\_ Other \_\_\_\_\_

\_\_\_\_\_  
Employee signature

\_\_\_\_\_  
Date

\*\*\*\*\*  
*To be completed by the employee's supervisor and returned to the employee with a copy sent to human resources.*

Supervisor name: \_\_\_\_\_

Date received: \_\_\_\_\_

Your request for lactation break accommodations is

\_\_\_\_ Approved as requested

\_\_\_\_ Approved with modifications: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_ Denied due to: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Supervisor signature

\_\_\_\_\_  
Date

**EXHIBIT “D”**



City Managers Office (661) 758-7214 Fax (661) 758-5411  
746 8th Street, Wasco, CA 93280

**Sick Leave Donation Request Form**

The Sick Leave Time Donation policy is outlined in the Personnel Policy Handbook, Section 10.05. To request donated sick leave, please review the criteria/conditions outlined within the policy, complete the following information below and submit the completed form to the Human Resources Department. If you have questions or concerns, please contact the Human Resources Department at your earliest convenience.

Employee Name: \_\_\_\_\_

Title: \_\_\_\_\_

Department: \_\_\_\_\_ Supervisor Name: \_\_\_\_\_

Date of Request: \_\_\_\_\_

Reason for request for Sick Leave Donation:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby authorization City of Wasco to present my request for the need of donated sick time to the employees of the City for the sole purpose of soliciting donations. I understand I must meet the criteria/conditions outlined within section 10.05 of the Personnel Policy Handbook in order to receive donations, if not my request may be denied.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Management Approval Signature

\_\_\_\_\_  
Date

Please submit completed request form to the Human Resources Department.



City Managers Office (661) 758-7214 Fax (661) 758-5411

746 8th Street, Wasco, CA 93280

## Donation of Sick Leave Time Form

The City recognizes that employees may have family emergency or a personal crisis that causes a severe impact to them resulting in a need for additional time off in excess of their available sick leave time. To address this need, all eligible employees will be allowed to donate sick leave time from their unused balance to their co-workers in need in accordance with the policy outlined in section 10.05 of the Personnel Policy Handbook.

### Donor Information

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Department: \_\_\_\_\_

### Recipient Information

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Department: \_\_\_\_\_

### Donation Information

Hours to be Donated from Sick Leave Accrual: \_\_\_\_\_

I hereby authorization City of Wasco Human Resources Department and Finance Department to deduct from my sick balance the number of hours indicated above to be credit by the recipient named above. I understand Sick Leave Donations are Voluntary, Irrevocable, made from accrued sick time balances in whole hour increments, and that the number of hours does not exceed the forty (40) hours of donated time as outlined in the policy.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Human Resources Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
Finance Department

\_\_\_\_\_  
Date

Please submit completed request form to the Human Resources Department.



## EXHIBIT "E"

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**SIDE LETTER TO MEMORANDUM OF UNDERSTANDING DATED JULY 1, 2017**  
**BETWEEN SEIU LOCAL 521 AND THE CITY OF WASCO EFFECTIVE DECEMBER 16,**  
**2020 17-030 (3)**

The City of Wasco ("City") and Service Employees International Union Local 521 ("SEIU," collectively, "the Parties") are already signatories to a Memorandum of Understanding ("MOU") between them. The Meyers-Milias-Brown Act ("MMBA"), Government Code §3500, *et seq.*, requires that the City meet and confer in good faith with recognized employee organizations "regarding wages, hours, and other terms and conditions of employment." The City is a covered entity, and SEIU is a recognized employee organization. As such, the Parties acknowledge and agree to the following:

- Section 14 of the MOU provides that certain employees may receive a "payout" of vacation time, by which earned and accrued vacation time is paid to the employee.
- Earned/accrued vacation time is considered "wages" under the California Labor Code.
- SEIU's dues are calculated as a percentage of wages.
- On December 10, 2020, SEIU contacted the City and indicated that it wished to waive its right to collect dues from the "Vacation Payout" set forth in Section 14 of the MOU.
- On December 14, 2020, SEIU represented to the City that its waiver of its right to collect dues from the "Vacation Payout" set forth in Section 14 of the MOU was desired by its members.
- The City accepts SEIU's representation of December 14, 2020, and is agreeable to SEIU's proposal of December 10, 2020.

CITY OF WASCO  
ORIGINAL

NOW, THEREFORE, it is agreed by and between the Parties that:

- Section 14 ("Term of Memorandum of Understanding") is amended to add the following sentence as a standalone paragraph at the end of Section 14: "No deduction of union dues shall be taken from any Vacation Payout made pursuant to this Section."
- No other changes were offered by either Party to the other Party, and no other changes are contemplated.
- This Side Letter may be executed in counterparts. An electronic copy shall be as effective as the original for all purposes.

**City of Wasco**

DocuSigned by:

*Daniel Ortiz Hernandez*

Daniel Ortiz Hernandez, City Manager

DocuSigned by:

*Nancy Vera*

Nancy Vera, Human Resources Manager

DocuSigned by:

Approved as to form:

*Sean Gibbons*

Sean Gibbons, City Human Resources Special Counsel

**SEIU Local 521**

DocuSigned by:

*Pete Rodriguez*

Pete Rodriguez

SEIU 521, Union Representative

Ron Melendrez

City Representative for SEIU 521

DocuSigned by:

*Evelyn Murillo*

Evelyn Murillo

City Representative for SEIU 521

DocuSigned by:

*Cesar Montes*

Cesar Montes

City Representative for SEIU 521

Executed: 1/14/2021

Executed: 1/12/2021

CITY OF WASCO  
ORIGINAL

NOW, THEREFORE, it is agreed by and between the Parties that:

- Section 14 ("Term of Memorandum of Understanding") is amended to add the following sentence as a standalone paragraph at the end of Section 14: "No deduction of union dues shall be taken from any Vacation Payout made pursuant to this Section."
- No other changes were offered by either Party to the other Party, and no other changes are contemplated.
- This Side Letter may be executed in counterparts. An electronic copy shall be as effective as the original for all purposes.

**City of Wasco**

\_\_\_\_\_  
Daniel Ortiz-Hernandez, City Manager

\_\_\_\_\_  
Nancy Vera, Human Resources Manager

Approved as to form:

\_\_\_\_\_  
Sean Gibbons, City Human Resources Special Counsel

Executed:

**SEIU Local 521**

\_\_\_\_\_  
Pete Rodriguez  
SEIU 521, Union Representative

\_\_\_\_\_  
*Ron Melendrez*  
Ron Melendrez  
City Representative for SEIU 521

\_\_\_\_\_  
Evelyn Murillo  
City Representative for SEIU 521

\_\_\_\_\_  
Cesar Montes  
City Representative for SEIU 521

Executed:

CITY OF WASCO  
ORIGINAL

## EXHIBIT “F”

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### SIDE LETTER TO MEMORANDUM OF UNDERSTANDING DATED JULY 1, 2017

#### BETWEEN SEIU LOCAL 521 AND THE CITY OF WASCO

EFFECTIVE SEPTEMBER 4, 2020 17-030 (2)

The City of Wasco (“the City”) and Service Employees International Union Local 521 (“SEIU,” collectively “the Parties”) who are already signatories to a Memorandum of Understanding (“MOU”) between them, each have a legal obligation to preserve, and a mutual interest in, a safe and healthful work environment. The Parties each respect these obligations and interests and wish to preserve the benefits that a safe and healthy work environment contributes to the operation of the City and the quality of life of its employees.

Given the current weather and climate trends experienced by the City in 2020, and given current predictions of continued similar conditions, SEIU, on behalf of its members and in the interest of employee safety, requested that the City adjust the work schedules of its members in the employ of the City to mitigate the effects of such trends. Pursuant to SEIU’s request, the Parties met and conferred in good faith with regard to the same.

#### NOW, THEREFORE, THE CITY AND SEIU AGREE AS FOLLOWS:

Section 13(B) of the MOU, entitled “Hours and Overtime – Exceptions to Standard Work Period,” shall be understood and interpreted by the Parties to mean as follows:

With regard to workdays when the outside temperature or heat index in areas to which City employees would otherwise be assigned to work is predicted by local weather reports or otherwise reasonably expected by the City Manager to reach or exceed 100 degrees Fahrenheit/37.78 degrees Celsius during the regular work period, the City Manager may, in his/her discretion, designate such employees’ work period to begin earlier in the day, order work to be suspended during a period specified by City Manager, and to resume following said period and continuing until such point as the standard “work period” is complete or other conditions (including, by way of example but not limitation, darkness) preclude the completion of such work period.

To the extent feasible, employees shall use such meal periods as are available to them to offset some or all of this time.

The Parties further agree that the foregoing interpretation and the implementation of same is the result of a bilateral agreement between the parties and that any such adjustment of the work period does not constitute the creation of “a work schedule which is interrupted by non-paid non-working periods **established by the employer,**” as set forth in 8 Cal. Code. Regs. § 11020 *et seq.* (emphasis added).

Except as set forth herein, nothing in this Side Letter shall be construed to relieve either Party of any prior or concurrent obligation to its employees or members with regard to the provision of a safe and healthful workplace in accordance with State and Federal law and/or regulation. The City

CITY OF WASCO  
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and SEIU further agree to cooperate in a continuing effort to avoid and reduce the possibility of and/or eliminate accidents, injuries, and health hazards.

This Side Letter shall be incorporated into and shall reflect the ongoing agreement of the Parties with regard to Section 13(b) of the MOU under the circumstances set forth herein.

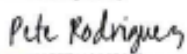
To the extent that the foregoing does not fully address SEIU's safety concerns, the Parties agree to further meet and confer in good faith in an effort to address the same.

**City of Wasco**

DocuSigned by:  
  
55169284E99CF4F8  
Daniel Ortiz Hernandez, City Manager


DocuSigned by:  
  
AF320560B5234F5  
Nancy Vera, Human Resources Manager

**SEIU Local 521**

DocuSigned by:  
  
4207FE143A03416  
Pete Rodriguez  
SEIU 521, Union Representative

  
Ron Melendrez  
City Representative for SEIU 521

  
Evelyn Murillo  
City Representative for SEIU 521

  
Cesar Montes  
City Representative for SEIU 521

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## **RESOLUTION NO. 2021 -**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO APPROVING THE PROPOSED MEMORANDUM OF UNDERSTANDING AGREEMENT BETWEEN SEIU LOCAL, 521, AND THE CITY OF WASCO.**

**WHEREAS**, the City of Wasco entered into a Memorandum of Understanding with SEIU, Local 521 covering a period of July 1, 2017 through June 30, 2020 approved via resolution on June 20, 2017 during the regular scheduled city council meeting; and

**WHEREAS**, said agreement was extended for a period covering July 1, 2020 – June 30, 2021 approved via resolution during a regular scheduled city council meeting on June 2, 2020; and

**WHEREAS**, all terms of the proposed Memorandum of Understanding have been agreed upon by all parties involved; covering a period of July 1, 2021 through June 30, 2024; and,

**WHEREAS**, the City of Wasco's designated labor negotiators have successfully worked, over the past five months, with the SEIU representatives to negotiate in good faith the proposed Memorandum of Understanding; and,

**WHEREAS**, the SEIU representatives and members have voted to tentatively accepted the proposed Memorandum of Understanding on November 15, 2021; and,

**WHEREAS**, the City of Wasco will provide the same benefits will be extended to the employees outside of the bargaining unit; and,

#### **NOW THEREFORE BE IT RESOLVED,**

**SECTION 1: The City Council hereby approves the proposed Memorandum of Understanding between the City of Wasco and SEIU, Local 521 covering July 1, 2021 through June 30, 2024, a copy of which is attached as Exhibit "A" and is currently waiting legal review.**

**SECTION 2: The City Manager of the City of Wasco is hereby authorized and directed to execute the Memorandum of Understanding and file said contract with SEIU Local 521 and the City Clerk.**

-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 November 23, 2021, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
**GILBERTO REYNA,**  
**MAYOR** of the City of Wasco

**Attest:** \_\_\_\_\_

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