A G E N D A
CITY OF SEASIDE
CITY COUNCIL/SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY

JOINT SPECIAL MEETING
Council Chamber
440 Harcourt Avenue
Thursday, January 9, 2020
5:30 PM

1. CALL TO ORDER

2. ROLL CALL – ESTABLISHMENT OF QUORUM

Ian N. Oglesby	Mayor
David R. Pacheco	Mayor Pro Tem
Jason Campbell	Council Member
Jon Wizard	Council Member
Alissa Kispersky	Council Member

3. PLEDGE OF ALLEGIANCE

4. PUBLIC COMMENT

Members of the public wishing to address the City Council on matters within the jurisdiction of the City of Seaside, but not on this agenda, may do so during the Public Comment period for up to three minutes. Public Comments on specific agenda items are heard under that item. For the public record, please state your name.

5. PUBLIC AGENCY COMMUNICATIONS

A. CHAMBER OF COMMERCE

6. CONSENT AGENDA

A. ADOPT A RESOLUTION MODIFYING THE ECONOMIC OPPORTUNITY PLAN

RECOMMENDATION: Adopt the resolution as presented.

B. APPROVE A CONTRACT WITH WALLACE GROUP FOR $32,506 FOR DESIGN SERVICES FOR LAGUNA GRANDE IRRIGATION WATER STORAGE TANK

RECOMMENDATION: Award a professional services agreement to the Wallace Group for design of the non-potable irrigation water storage tank at Laguna Grande Park for an amount not to exceed $32,506 and authorize the City Manager to execute the agreement.

C. APPROVE THE UPDATED MEMORANDUM OF UNDERSTANDING WITH THE SEASIDE POLICE OFFICERS' ASSOCIATION AND LISTING OF BENEFITS FOR THE CONFIDENTIAL EXEMPT AND NON-EXEMPT EMPLOYEES

RECOMMENDATION: Approve the updated Memorandum of Understanding with the Seaside Police Officers' Association and Listing of Benefits for the Confidential Exempt and Non-Exempt Employees

7. BUSINESS ITEMS

A. RESIDENTIAL RENTERS AND LANDLORDS RELATIONS PROGRAM OPPORTUNITY FOR COMMUNITY INPUT

RECOMMENDATION: To receive community input on the proposed program.

8. CLOSED SESSION

A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8:

RECOMMENDATION:

1. Disposition of properties adjacent to Eucalyptus Road contained in APNs: 031-151-062 and 031-151-059. Negotiator for the City: Craig Malin. Under Discussion: Price, terms of payment or both.
2. Disposition of Fort Ord Reuse Authority ESCA properties on the former Fort Ord, parcels:
   031-211-001 E34, E24
   031-151-062 E23.1, E23.2, E20c.1
   031-152-007 E20c.2, E18.1.1*
   031-151-059 E20c.1.1.1
   031-151-045 L31, E20c.2.1
   031-152-002 18.1.1
   031-152-011 18.1.3, 18.1.1, 18.4, L22

   Negotiator for the City: Craig Malin. Negotiator for FORA: Berry Stienberg. Under Discussion: Price, terms of payment or both.

9. ADJOURNMENT

Next Regularly Scheduled Meeting:
January 16, 2019
5:30 PM

The City of Seaside is committed to providing accessible facilities and accommodating people with disabilities in all of its services programs and activities. If special considerations are needed by any person to fully participate in this meeting, contact the City Clerk at 899-6707 no fewer than two business days prior to the meeting to allow reasonable arrangements. The City Council chamber is equipped with a portable microphone and assisted listening devices are available at all meetings. City Council Meetings that are held in the City Council Chambers are broadcast live to all Seaside residents on Comcast Channel 25 and U-verse Channel 99. Live streamed meeting videos as well as videos of past meetings are available on the City's website at: http://www.ci.seaside.ca.us/129/City-Council-Committee-Agendas

Agenda-related writings or documents provided during public meetings are available for public inspection during the meeting or from the office of the City Clerk. This agenda is posted in compliance with California Government Code Section 54954.2(a) or Section 54956.

CITY OF SEASIDE
STAFF REPORT

Item No.: 6.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Kurt Overmeyer, Economic Development Manager

DATE: January 9, 2020

SUBJECT: **ADOPT A RESOLUTION MODIFYING THE ECONOMIC OPPORTUNITY PLAN**

PURPOSE & RECOMMENDATION

Adopt the resolution as presented.

BACKGROUND

In November of 2012, City Council adopted the City's Economic Opportunity Plan by resolution. This plan, among other things, included a provision that allows developers to present unsolicited proposals to develop properties owned by the City or Successor Agency, as well as properties that will be transferred to the City as part of the Fort Ord Base Reuse Plan. After receiving unsolicited proposals in 2019 to develop parts of the property known as Seaside East, City Council requested that staff modify the Economic Opportunity Plan to prevent the receipt and processing of new unsolicited proposals for any land that is currently included in "Seaside East," or that has an unknown status in terms of transfer from the Army or FORA, except for proposals for public/institutional uses and infrastructure. The restriction on new unsolicited proposals will allow staff to focus on the several development efforts that are currently underway as well as the new General Plan and zoning code.

The attached resolution will prevent the receipt and processing of any new proposals to develop parts of Seaside East or other properties of unknown status until such time as City Council wishes to allow such proposals.

FISCAL IMPACT

This item will not have a fiscal impact.

ATTACHMENTS

1. RESOLUTION NO

Reviewed for Submission to the
City Council by:

Craig Malin, City Manager

RESOLUTION NO. 20-__
RESOLUTION NO. SA 20-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE AND THE SUCCSSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE

MODIFYING THE ECONOMIC OPPORTUNITY PLAN

WHEREAS, the City Council and Successor Agency adopted the Economic Opportunity Plan in November of 2012 by Resolutions 12-58 and SA 12-15; and

WHEREAS, The Economic Opportunity Plan included provisions that allow for unsolicited proposals to develop lands owned by the City, Successor Agency or within the former Fort Ord Lands; and

WHEREAS, The City and Successor Agency desire to prevent the receipt and processing of any new unsolicited proposals for the property commonly known as Seaside East or other lands with "Unknown Status" on the former Fort Ord lands, excepting proposals for necessary public and/or institutional uses and/or infrastructure; and

WHEREAS, The City and Successor agency desire to continue all other provisions of the adopted Economic Opportunity Plan.

NOW, THEREFORE, BE IT RESOLOVED that the City Council of the City of Seaside and the Successor Agency Board of the Former Redevelopment Agency of the City of Seaside hereby adopt the above referenced modifications to the Economic Opportunity Plan.

PASSED AND ADOPTED at a joint meeting of the City Council of the City of Seaside and the Successor Agency duly held on the 9th day of January, 2020 by the following vote:

AYES	___	COUNCIL/BOARD MEMBERS:
NOES	___	COUNCIL/BOARD MEMBERS:
ABSENT	___	COUNCIL/BOARD MEMBERS:
ABSTAIN	___	COUNCIL/BOARD MEMBERS:

____
Ian N. Oglesby, Mayor/Chair

ATTEST:

____
Lesley Milton, City Clerk/Secretary

CITY OF SEASIDE
STAFF REPORT

Item No.: 6.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Scott Ottmar, Senior Engineer
Misty Bradshaw, Associate Engineer

DATE: January 9, 2020

SUBJECT: APPROVE A CONTRACT WITH WALLACE GROUP FOR $32,506 FOR DESIGN SERVICES FOR LAGUNA GRANDE IRRIGATION WATER STORAGE TANK

PURPOSE & RECOMMENDATION

Award a professional services agreement to the Wallace Group for design of the non-potable irrigation water storage tank at Laguna Grande Park for an amount not to exceed $32,506 and authorize the City Manager to execute the agreement.

BACKGROUND

The existing well provides non-potable water for irrigation of Laguna Grande Park and City Hall landscaping areas. On January 21, 2016, City Council approved a resolution to enter into an agreement with the Monterey Peninsula Water Management District (MPWMD) for the City of Seaside to accept the grant award of $106,900 for the design and construction for proposed upgrades to the Laguna Grande well and irrigation system.

The upgrades will include installation of a below ground storage tank that will store non-potable water pumped by the Laguna Grande well, that will be utilized by City Staff for non-potable water uses such as flushing sewer lines, dust control, and irrigation. The improvements will reduce the demand of potable water from the Seaside Municipal Water System.

On May 17, 2018, City Council authorized Resolution No. 18-39 adopting an On-Call List for Design and Engineering Services. Wallace Group was included as one the qualified firms approved to provide services on an as-needed basis. Wallace Group provided the City with a proposal and scope dated December 20, 2019, for Engineering Services for the Laguna Grande Well Storage Tank.

Staff reviewed the proposal and determined the scope and fee to be reasonable. Staff is recommending executing a professional services agreement with Wallace Group for the design for the underground storage tank for an amount not to exceed $32,506.

ENVIRONMENTAL COMPLIANCE

Per Title 14 of the California Code of Regulations, Chapter 3, "Guidelines for Implementation of California Environmental Quality Act (CEQA)," Article 19, "Categorical Exemptions," Section 15303(d), "New Construction or Conversion of Small Structures" the following actions are categorically exempt;

"Conversion of an existing small structure from one use to another" and "Water main, sewage, electrical, gas, and other utility extensions, including street improvements, or reasonable length to serve such construction."

FISCAL IMPACT

The professional services agreement will be for an amount not to exceed $32,506 to be funded from the FY 2019/2020 MPWMD Local Water Project Budget (Acct # 325-8910-9573) where there are adequate funds available.

ATTACHMENTS

1. Resolution
2. Profesional Services Agreement

Reviewed for Submission to the
City Council by:

Craig Malin, City Manager

RESOLUTION NO. 20-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVE A CONTRACT WITH WALLACE GROUP FOR $32,506 FOR DESIGN SERVICES FOR LAGUNA GRANDE IRRIGATION WELL STORAGE TANK.

WHEREAS, the existing non-potable irrigation well is used primarily to irrigate Laguna Grande Park and City Hall Landscaping; and

WHEREAS, on January 21, 2016, City Council approved a resolution to enter into an agreement with Monterey Peninsula Water Management District to accept the grant award of $106,900 for the design and construction of upgrades to the well to provide non-potable water for public works activities, irrigation, and construction needs; and

WHEREAS, on May 17, 2018, City Council authorized a resolution (Reso 18-39) adopting an On-Call List of Design and Engineering Services, of which Wallace Group was included on the selected On-Call list; and

WHEREAS, Wallace Group submitted a proposal dated December 20, 2019 for Engineering services associated with design of the Laguna Grande Well Storage Tank; and

WHEREAS, staff reviewed the proposal and determined that the scope of work and fee are reasonable; and

WHEREAS, Per title 14 of the California Code of Regulations, Chapter 3, "Guidelines for Implementation of California Environmental Quality Act (CEQA)," Article 19, "Categorical Exemptions" Section 15303(d), "New Construction or Conversion of Small Structures" the following actions are categorically exempt; and

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute a Professional Services Agreement to the for the design for the Laguna Grande Well Storage Tank with Wallace Group for an amount not to exceed thirty two thousand five hundred six dollars ($32,506.00) to be funded from the Fiscal Year 2019/2020 MPWMD Local Water Project Budget (Acct # 325-8910-9573).

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 9th day of January 2020 by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

Ian N. Oglesby, Mayor

ATTEST:

Lesley Milton, City Clerk

CITY OF SEASIDE/SEASIDE COUNTY SANITATION DISTRICT
DESIGN PROFESSIONAL SERVICE AGREEMENT
FOR CONSTRUCTION PROJECTS
LAGUNA GRANDE WELL STORAGE TANK

THIS AGREEMENT, is made and effective ____________________, between the City of Seaside, a municipal corporation ("Agency") and [insert consultant name], a [sole proprietorship, partnership, limited liability partnership, corporation] ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on the effective date above and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2020 unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE

Consultant shall perform all professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. AGENCY MANAGEMENT

Agency's City Engineer shall represent Agency in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to Consultant. Agency's City Manager shall be authorized to act on Agency's behalf and to execute all necessary documents which enlarge the Tasks to Be Performed or change Consultant's compensation, subject to Section 5 hereof.

5. PAYMENT

(a) The Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed thirty two thousand five hundred six dollars (**$32,506.00**) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency City Manager and Consultant at the time Agency's written authorization is given to Consultant for the performance of said services.

(c) Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the Agency disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The Agency may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the Agency suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the Agency shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the Agency. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the Agency pursuant to Section 3.

7. DEFAULT OF CONSULTANT

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, Agency shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the Agency Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the Agency shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by Agency that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of Agency or its designees at reasonable times to such books and records; shall give Agency the right to examine and audit said books and records; shall permit Agency to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the Agency and may be used, reused, or otherwise disposed of by the Agency without the permission of the Consultant. With respect to computer files, Consultant shall make available to the Agency, at the Consultant's office and upon reasonable written request by the Agency, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

(c) Should the Agency modify, or authorize others to modify the drawings or specifications, the Agency agrees to hold Consultant harmless from any and all damages, claims, expenses and losses arising out of such modifications of the Consultant is first obtained.

9. INDEMNITY AND DEFENSE

(a) Indemnification and Defense for Professional Services

To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Agency and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's duty to defend shall consist of reimbursement of defense costs incurred by Agency in direct proportion to the Consultant's proportionate percentage of fault. Consultant's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the Consultant's percentage of fault, the parties agree to mediation with a third party neutral to determine the Consultant's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the Agency.

(b) For All Other Liabilities

Notwithstanding the foregoing and without diminishing any rights of Agency under Section 9.A, for any liability, claim, demand, allegation against Agency arising out of, related to, or pertaining to any act or omission of Consultant arising from Consultant's operations, but which is not a design professional service, Consultant shall defend, indemnify, and hold harmless Agency, its officials, employees, and agents ("Indemnified Parties") from and against any and all damages, costs, expenses (including reasonable attorney fees and expert witness fees), judgments, settlements, and/or arbitration awards, whether for personal or bodily injury, property damage, or economic injury, and arising out of, related to, any concurrent or contributory negligence on the part of the Agency, except for the active negligence of, or willful misconduct of the Agency.

10. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached to and part of this Agreement.

11. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the Agency a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither Agency nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the Agency. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against Agency, or bind Agency in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, Agency shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for Agency. Agency shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

12. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The Agency, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the Agency in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the Agency will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of Agency, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without Agency's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the Agency Manager or unless requested by the Agency Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the Agency. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives Agency notice of such court order or subpoena.

(b) Consultant shall promptly notify Agency should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the Agency. Agency retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with Agency and to provide the opportunity to review any response to discovery requests provided by Consultant. However, Agency's right to review any such response does not imply or mean the right by Agency to control, direct, or rewrite said response.

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To Agency:

City of Seaside
440 Harcourt Ave
Seaside, CA 93955
Attention: City Clerk

To Consultant:

Wallace Group
612 Clarion Court
San Luis Obispo, CA 93401

17. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the Agency. Because of the personal nature of the services to be rendered pursuant to this Agreement, Kari E. Wagner, PE shall be the Project Manager and Engineer of Record for the services described in this Agreement.

Kari Wagner may use assistants, under its direct supervision, to perform some of the services under this Agreement. Consultant shall provide Agency fourteen (14) days' notice prior to the departure of Kari Wagner from Consultant's employ. Should he/she leave Consultant's employ, the Agency shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the Consultant.

18. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

19. GOVERNING LAW

The Agency and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the Agency.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. WORK SCHEDULED/TIME OF COMPLETION

Consultant shall perform all services in a timely manner.

22. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Consultant is bound by the contents of Agency's Request for Proposal, Exhibit D hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibit B hereto. In the event of conflict, the requirements of Agency's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposals.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CONSULTANT: Wallace Group

By: ______________________________ Date: January 3, 2020
Kari E. Wagner, PE C66026, Principal

City of Seaside
A Municipal Corporation

______________________________ Date: ________________
Craig Malin, City Manager

Attachments:	Exhibit A	Scope of Work/Consultant Proposal
	Exhibit B	Fee Schedule
	Exhibit C	Insurance Requirements
	Exhibit D	RFQ: On-Call Consultants – Engineering Services
	Exhibit E	Resolution 18-39 On-Call Services

WALLACE GROUP®

CIVIL AND TRANSPORTATION ENGINEERING
CONSTRUCTION MANAGEMENT
LANDSCAPE ARCHITECTURE
MECHANICAL ENGINEERING
PLANNING
PUBLIC WORKS ADMINISTRATION
SURVEYING / GIS SOLUTIONS
WATER RESOURCES

December 20, 2019

Misty Bradshaw
City of Seaside
440 Harcourt Avenue
Seaside, California 93955

Subject: Laguna Grande Well Storage Tank

Dear Ms. Bradshaw:

Wallace Group appreciates the opportunity to provide you with our proposal for engineering services for the above referenced project.

PROJECT UNDERSTANDING

The City owns and operates a non-potable well at Laguna Park. The well is used to supply water directly to the irrigation system for the park. The City wants to use this well to fill City water trucks and potentially sell non-potable water, but the flow and pressure from the well is too high. Therefore, the City would like to construct an underground tank (2,500 to 5,000 gal) to pump water into and then install a submersible pump to pump water from the tank into the water tank. Wallace Group met with City Engineering and Operations to discuss the site and the needs for the project. The following information came from the meeting:

- Wallace Group will use aerial imagery for the design, no survey
- The property is assumed to be City owned, no encroachment permit or access permit will be required.
- The City will use their locator to obtain elevation information and exact locations of the vaults and any other spots requested.
- The Tank will be between 2,500 and 5,000 gal, underground
- The City will pothole the existing water mains and call USA to locate the electrical lines.
- No meter will be required
- The trucks are 1,000 gal. Wallace Group to make recommendations for pump selection and pipe sizing.
- The connection will be located on the street adjacent to the existing truck fill location is. The existing line will be removed if in conflict. The connection will be 2-inch with a lock box.
- The tank will be in the grass area, exact location to be determined.
- The tank fill will be by float control.
- The truck fill will be with a switch with a double lock box around the connection or a switch in the control panel for the irrigation system.

Note, this project is funded through a grant. The City will provide Wallace Group with the grant to ensure all funding requirements are included in the plans and specifications. We will be using the City's boiler plate front end documents and CSI technical specifications. The City is to complete the project by June 2020. Based on our discussion, the following Scope of Services has been prepared for your consideration:

WALLACE GROUP
A California Corporation

612 CLARION CT
SAN LUIS OBISPO
CALIFORNIA 93401

T 805 544-4011
F 805 544-4294

www.wallacegroup.us

Exhibit A

WALLACE GROUP®

Available Imagery that will be used for design

SCOPE OF SERVICES

Task 1: Project Management and Meetings

Wallace Group will provide day-to-day project management and coordination necessary to conduct the work. We will provide email updates and will prepare and submit monthly progress reports during design and maintain a project schedule. The fees for project management are based on a 6-month schedule.

Wallace Group will conduct one site visit to obtain critical design information. Wallace Group will attend all other meetings via conference call with the City.

Task 2: Preliminary Design Memorandum and 30% Concept Design

Wallace Group will research the pumps, tank, and piping requirements and prepare a preliminary design memorandum. In addition, we will use the aerial imagery and pothole information from the City to prepare a 30% concept drawing illustrating the location of the proposed tank and horizontal alignment of the piping. The City will provide feedback through the potholes and other potholes near the project to determine if groundwater will be a factor. Wallace Group will work with Thoma Electric for the electrical/controls design. Per Thoma, the following assumptions are being made:

WALLACE GROUP®

- We will be able to use the existing service for the irrigation system (meter with a panel) to power the new tank pump, floats and "diverter valve(s)" etc.
- Starting and stopping the tank pump will be done via a switch at the street that is controlled by the person filling the water truck.
- We will use the existing irrigation controls for turning the well pump on and off. Not having to re-design the irrigation controls to incorporate the tanks requirement for water.

Wallace Group will not be completing additional potholing as part of this scope of work, unless requested by the City. As part of the Preliminary Design, Wallace Group will prepare and send utility request letters.

Task 3: 75% Plans, Specifications, and Estimate (PS&E)
Wallace Group will review written comments from the Preliminary Design Memorandum and 30% Concept Drawings and prepare a 75% PS&E package. We will prepare plan and profile drawings for the project on 24"x36" sheets. Wallace Group will include applicable City standard details, and Wallace Group developed details on the plan set. We will prepare draft technical specifications in CSI 2014 format. We assume that the City will provide reviewed and approved "Front End Documents" for Wallace Group to edit for this project. Wallace Group will prepare the measurement and payment section, bid schedule, and an engineer's opinion of probable construction cost (EOPCC).

The plan set is anticipated to include the following sheets:

- Title Sheet
- General Notes, Abbreviation, Legend
- Plan and Profile (1 sheet)
- Details (1 sheet)
- Electrical Design (1-2 sheets)

Task 4: 100% Plans, Specifications, and Estimate (PS&E)
Wallace Group will review written comments on the 75% PS&E with the City, make corrections as necessary and further develop the plans, specifications and estimate to provide the City with a 100%, signed and stamped, ready to Bid, PS&E package.

Deliverables:

- Preliminary Design Memorandum & 30% Design Concept (PDF).
- 75% PS&E Package (PDF).
- 100% PS&E Package (PDF).

Task 5: Bidding Support
Bid phase services are integral to the execution of all our public works projects. We will assist the City through the bidding phase of the Project. We will provide the following services:

- Respond to RFIs during bidding
- Prepare addenda
- We assume the City will maintain the bidders list and disseminate any responses to the bidders. If requested, Wallace Group can provide these services to the City, but please note, they are not currently provided in our fee estimate.

WALLACE GROUP®

- We have assumed that we are not attending the pre-bid meeting at this time. Wallace Group can attend at the request of the City on a Time & Materials basis, but this meeting is not currently included in the fee estimate.

Task 5: Engineering Services During Construction
Wallace Group will provide on-call Engineering Services During Construction. We have budgeted 16 hours to review up to 6 RFIs and/or Submittals. We assume the City will provide construction management and inspection services. However, if the City requests, Wallace Group can provide these services as needed. These services are currently not included in the fee estimate.

SCHEDULE

We understand that the grant needs to be expended by June 2020. We will work with the City to ensure that this schedule is met. The following is the proposed schedule.

PDR: January 2020
75% Completion: February 2020
100% Completion: March 2020
Bidding: March/April 2020
Notice of Award: April 2020
Construction: April-June 2020

TO BE PROVIDED BY THE CLIENT

- Pothole information
- Expedited City reviews
- Existing information on the well pump, controls/electrical for the well

ITEMS NOT INCLUDED IN SCOPE OF SERVICES

The following services are not included in this Scope of Services or estimate of fees:

- Survey
- Geotechnical investigation
- SCADA Controls
- Specific items identified in the Scope of Services as not included in the fee estimate

PROJECT FEES

Wallace Group will perform the services denoted in Tasks 1 through 5 of the proposed Scope of Services in accordance with the attached Standard Billing Rates (Exhibit A). These services will be invoiced monthly on an accrued cost basis, and our total fees, including reimbursables will not exceed our estimated fee of $32,506 without receiving written authorization from the Client.

At your request, additional services to the Scope of Services will be performed by Wallace Group following the signature of our Contract Amendment or the initiation of a new contract.

WALLACE GROUP®

TERMS AND CONDITIONS

In order to convey a clear understanding of the matters related to our mutual responsibilities regarding this proposal, we will perform the work in accordance with mutually agreed terms based on a City of Seaside provided sample contract.

We want to thank you for this opportunity to present our proposal for engineering services. If you would like to discuss this proposal in greater detail, please feel free to contact.

Sincerely,

WALLACE GROUP, a California Corporation

Kari E. Wagner, PE C66026
Principal
612 Clarion Court
San Luis Obispo
California 93401
T 805 544-4011
F 805 544-4294
www.wallacegroup.us

TERMS AND CONDITIONS ACCEPTED:

____
Signature

____
Printed Name

____
Title

____
Date

Attachments
sr: PP19-6847, 2019
Exhibit A

THIS PROPOSAL IS VALID FOR 60 DAYS FROM THE DATE OF THIS DOCUMENT.

Exhibit B

Standard Billing Rates

WALLACE GROUP®

Engineering, Design & Support Services:		Prevailing Wage*
Assistant Designer/Technician	$ 90	
Designer/Technician I - IV	$ 95 - $125	
Senior Designer I - III	$138 - $148	
GIS Technical Specialist	$135	
Senior GIS Technical Specialist	$145	
Associate Engineer I - III	$ 115 - $135	
Engineer I - IV	$145 - $160	
Senior Engineer I - III	$170 - $180	
Director	$185	
Principal Engineer/Consulting Engineer	$215	
Principal	$230	
Surveying Services:		
Associate Survey Technician	$ 95	
One-Person Survey Crew	$160	$195
Two-Person Survey Crew	$215	$290
Three-Person Survey Crew	$275	$370
Survey Technician I - IV	$115 - $139	
Land Surveyor I - III	$145 - $155	
Senior Land Surveyor I - III	$160 - $170	
Director	$185	
Support Services:		
Office Assistant	$ 85	
Project Assistant I - III	$ 90 - $100	

Additional Professional Services:

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of $300 an hour. As authorized in advance by the Client, overtime on a project will be billed at 1.5 times the employee's typical hourly rate.

Direct Expenses:

Direct expenses will be invoiced to the client and a handling charge of 15% may be added. Sample direct expenses include, but are not limited to the following:

- travel expenses
- delivery/copy services
- sub-consultant services
- mileage (per IRS rates)
- agency fees
- other direct expenses

Invoicing and Interest Charges:

Invoices are submitted monthly on an accrued cost basis in accordance with this Fee Schedule. A finance charge of 1.5% per month may be assessed on all balances that are thirty days past due.

Right to Revisions:

Wallace Group reserves the right to revise this Schedule of Fees on an annual basis, personnel classifications may be added as necessary.

***Prevailing Wage:**

State established prevailing wage rates may apply to some services and those rates are subject to change.

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of Agency, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to Agency.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

Umbrella or excess liability insurance. [Optional depending on limits required]. Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

Proof of insurance. Consultant shall provide certificates of insurance to Agency as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by Agency's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with Agency at all times during the term of this contract. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Consultant, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Except for Professional Liability and Workers Compensation, coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by Agency shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Agency before the Agency's own insurance or self-insurance shall be called upon to protect it as a named insured.

Agency's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Agency has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Agency will be promptly reimbursed by Consultant or Agency will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Agency may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's Risk Manager.

Waiver of subrogation. All insurance coverage, except for Professional Liability, maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against Agency, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Agency, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant of non-compliance with any requirement imposes no additional obligations on the Agency nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to Agency with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that Agency and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

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

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to Agency for review.

Agency's right to revise specifications. The Agency reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the Agency and Consultant may renegotiate Consultant's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by Agency. Agency reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by Agency.

Timely notice of claims. Consultant shall give Agency prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

REQUEST FOR STATEMENT OF QUALIFICATIONS
CITY OF SEASIDE

ON-CALL CONSULTANTS - ENGINEERING SERVICES

PROPOSAL DUE APRIL 10, 2018

The City of Seaside (City) seeks Statement of Qualifications from qualified consulting firms, teams and individual consultants to provide engineering services on an on-call basis for miscellaneous undetermined projects. The selected engineering firms may be requested to help with the design of federal, state and locally funded capital improvement projects. The City intends to select multiple consultants for a three-year period, with the option of two (2) one-year extensions through mutual consent between the City and the chosen Consultant(s). Consultants do not need to be able to provide all services described in the "Preliminary Scope of Services," below. Selection will be based on demonstrated experience in providing cost effective professional services to public works departments.

I. BACKGROUND

The City of Seaside is located approximately 115 miles south of San Francisco and 73 miles south of San Jose. The City of Seaside encompasses a total area of approximately nine square miles and is the largest city on the Monterey Peninsula with just over 34,000 residents. The City has developed a Capital Improvement Program (CIP) annually that identifies capital improvements for government facilities, parks, storm water, transportation, water and special projects. Most project design budgets will be less than $25,000.

II. PROPOSED SCOPE OF WORK

The City will provide a request for services for each project to the consultant which may include engineering design services outlined below. The consultant will, in turn, provide a fixed fee cost estimate and scope of work based upon the requested services. Projects may cover a broad of range professional engineering services in support of CIP implementation, and possible other park improvements, Americans with Disability Act (ADA) evaluation and modifications, drainage studies and improvements, street, bicycle and pedestrian projects, and various other municipal related projects. Below is a general overview of services that may be requested.

A. Engineering Services

Design, Survey and Geometrics
Pavement Evaluation and Design
Hydrology/Hydraulic Analyses
Structural Analysis and Design
Well Design and Rehabilitation
Water System Design & Rehabilitation
Value Engineering
Seismic Evaluations
Construction Phase Services

B. Professional Services

Disabled Accessibility Evaluations & Mitigation
Preliminary Engineering Studies
Technical Studies & Reports
Peer Reviews
Coordination w/Other Agencies & Utilities
Constructability/Bidability Reviews
On-Call Services

REQUEST FOR STATEMENT OF QUALIFICATIONS
CITY OF SEASIDE

The ideal candidate has a good working knowledge of the following documents:

a. City of Seaside Capital Improvement Program (Attachment A), as may be amended.
b. California Department of Transportation Standard Plans and Specifications, 2015 or most recent edition.
c. California Manual of Uniform Traffic Control Devices (CAMUTCD), latest edition.
d. Central Coast Regional Water Quality Control Board Resolution R3-2013-0032, Post Construction Requirements for Development Projects in the Central Coast Region

III. FORM AND CONTENT OF PROPOSAL

Proposals should clearly state respondent's qualifications. In reviewing the proposals, the City of Seaside considers the quality of the proposal to be reflective of the potential quality of the work the Consultant is able to perform. The ability of the Consultant to clearly and concisely convey information will be considered in the review process. Consultants are encouraged not to submit lengthy and overly wordy proposals.

The SOQ must be concise (maximum 10 written pages) and include, at a minimum, the following information:

A) A brief description of the consultant's firm, including the year the firm was established, type of organization (partnership, corporation, etc.), and a statement of the firm's qualifications for performing the subject consulting services.

B) A brief summary of the qualifications and experience of each member proposed to provide professional services.

C) A project summary list with descriptions of the proposed team's experience. Projects showing experience on public works projects is a plus.

D) A list of references of relevant clients, including a contact person with their current telephone number and email address. At least 3 references shall be on projects listed for item C above.

E) Standard Rate Schedule

All proposing firms must be professionally engaged in the design of capital improvement projects with experience in the public sector for a minimum of five (5) years. At a minimum, Consultants must employ qualified individuals who are licensed and/or otherwise qualified in project management.

**REQUEST FOR STATEMENT OF QUALIFICATIONS
CITY OF SEASIDE**

IV. QUESTIONS AND ADDENDA

Please direct any questions you may have regarding this RFQ, including any request for the City of Seaside to issue a formal written clarification or correction of a discrepancy or an omission in this RFQ, **via email** to:

Mr. Scott Ottmar, P.E.
sottmar@ci.seaside.ca.us

Any request for a formal written clarification or correction of a discrepancy or an omission in this RFQ must be received by the City of Seaside per the schedule below. Any City response to such a request will be made in the form of an addendum to this RFQ and will be posted on the City's website; www.seaside.ca.us per the schedule below. All addenda shall become part of this RFQ.

V. SUBMITTAL OF PROPOSALS

Please submit an electronic copy in Adobe ® PDF format of your Proposal, identified in the subject line as "**Proposal for Engineering Design Services"** no later than 4:00 p.m. Pacific Time on Wednesday, April 10, 2018.

Proposals received by the City after this deadline will not be accepted and will not be accepted if submitted by FAX. Emailed submissions cannot contain zipped files or files larger than 5 Mbytes.

All material submitted in accordance with this RFQ becomes property the City of Seaside and will not be returned.

VI. EVALUATION PROCESS

City staff will review each SOQ for completeness and content. Each SOQ will be evaluated based upon the relevant qualifications and experience of the consultant. Staff may conduct interviews if necessary. References will also be verified. The SOQ review will focus upon the following criteria:

1. *Organization*: Does the firm offer the breadth and quality of services required for the types of services listed in the Scope of Work?

2. *Staff*: Do the qualifications of key personnel to be assigned to the anticipated projects coincide with tasks listed in the Scope of Work? Do assigned personnel have requisite education, experience, and professional qualifications?

3. *Experience*: Has the firm demonstrated the ability to successfully provide services for projects of a similar complexity and nature as described herein?

4. *Professional Standing*: Are the firm's references from past clients and associates favorable? Are deliverables submitted on time and within budget?

5. *Proposal*: Organization, presentation, and content of proposal. Conformance to the specified proposal format.

6. *Responsiveness*. Ability to respond to request for service in a timely manner. Ability to attend meetings at the City of Seaside's City Hall and performs project site inspections in a timely manner and at a fair and reasonable cost.

Proposals will be ranked on the basis of qualifications. The City of Seaside may conduct interviews with some or all of the firms who submit proposals, or it may complete its evaluation based on the proposals alone. If interviews are conducted, firms selected for interview will be contacted at that time to arrange the date and time for their interview.

VII. SELECTION PROCESS

Based on staff recommendation, the City of Seaside will consider approval of consultant(s). The City of Seaside may select up to three firms or choose to determine that no SOQ proposal exhibits adequate qualifications.

Upon the selection by the City of Seaside, consultant(s) may or may not be called upon by the City of Seaside to provide services.

VIII. SCHEDULE

The anticipated schedule for award of this project is as follows:

Release of RFQ	March 20, 2018
Last Day To Submit RFI	March 30, 2018
Response to RFI posted	April 3, 2018
Receipt of Proposals	April 10, 2018 at 4 PM
Interview Consultant(s), if necessary	TBD (if needed)
Select Short List	May 3, 2018

IX. ACCEPTANCE OR REJECTION OF PROPOSAL

The City of Seaside reserves the right to accept or reject any and all proposals. The City of Seaside also reserves the right to waive any informality or irregularity in any Proposals. Additionally, the City of Seaside may, for any reason, decide not to award an agreement as a result of this RFQ or cancel the RFQ process. The City of Seaside shall not be obligated to respond to any proposal submitted, nor be legally bound in any manner by the submission of the proposal. The City of Seaside reserves the right to negotiate project deliverables and associated costs.

X. GENERAL DESCRIPTION OF PROPOSED AGREEMENT

Upon conclusion of the RFQ process, the City of Seaside will select a Consultant with which to enter into negotiations for the assignments described. The selected Consultant shall enter into contract negotiations with the City of Seaside in substantial conformity with the selected proposal and the form of the Consultant Agreement, which is contained in Attachment B.

XI. INSURANCE REQUIREMENTS

The selected Consultant, at Consultant's sole cost and expense and for the full term of the Agreement or any extension thereof, shall obtain and maintain all of the insurance requirements outlined in the Consultant Agreement (Attachment B).

All policies, endorsements, certificates, and/or binders shall be subject to approval by the City of Seaside as to form and content. The selected Consultant agrees to provide the City of Seaside with a copy of said policies, certificates and/or endorsements.

The selected Consultant shall satisfy these insurance requirements prior to approval of the Agreement. Please address any issues with respect to insurance requirements in your response to the corresponding question in the RFQ.

XII. EXAMINATION OF PROPOSED MATERIAL

The submission of a proposal shall be deemed a representation and certification by the Consultant that they have investigated all aspects of the RFQ, that they are aware of the applicable facts pertaining to the RFQ process, its procedures and requirements, and that they have read and understood the RFQ. No request for modification of the statement shall be considered after its submission on grounds that the Consultant was not fully informed as to any facts or condition.

XIII. PUBLIC NATURE OF PROPOSAL MATERIAL

Responses to this RFQ become the exclusive property of The City of Seaside. All proposals received in response to this RFQ become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Consultant as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary." The City of Seaside shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary" shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of Seaside may not be in a position to establish that the information that a Consultant submits is a trade secret. If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary," the City of Seaside will provide the Consultant who submitted the information with reasonable notice to allow the Consultant to seek protection from disclosure by a court of competent jurisdiction.

XIV. DISQUALIFICATION

Factors such as, but not limited to, any of the following may be considered just cause to disqualify a proposal without further consideration:

A. Evidence of collusion, directly or indirectly, by Consultants in regard to the amount, terms, or conditions of this proposal;

B. Any attempt to improperly influence any member of the selection staff;

C. Existence of any lawsuit, unresolved contractual claim or dispute between Consultant and the City of Seaside;

D. Evidence of incorrect information submitted as part of the proposal;

E. Evidence of Consultant's inability to successfully complete the responsibilities and obligations of the proposal; and

F. Consultant's default under any agreement, which results in termination of the Agreement.

XV. NON-CONFORMING PROPOSAL

A proposal shall be prepared and submitted in accordance with the provisions of these RFQ instructions and specifications. Any alteration, omission, addition, variance, or limitation of form or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of the City of Seaside.

XVI. PROHIBITION OF GIFTS

The City of Seaside officials are subject to several legal and policy limitations regarding receipt of gifts from persons, firms, or corporations either engaged in business with the City of Seaside, or proposing to do business with the City of Seaside. The offering of any illegal gift shall be grounds to disqualify a Consultant. To avoid even the appearance of impropriety, Consultants should not offer any gifts or souvenirs, even of minimal value, to the City of Seaside officers or employees. The Consultant shall be subject to the City of Seaside's prohibition.

XVII. NON-DISCRIMINATION/NON-PREFERENTIAL TREATMENT

The successful Consultant shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of the City of Seaside contracts.

XVIII. ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are applicable to this RFQ process:

A. It is anticipated that the award of the Agreement resulting from the RFQ shall include terms and conditions similar to those referenced in the City of Seaside's Standard Consultant Agreement (Attachment B). Exceptions proposed by the Consultant, if any, to the terms and conditions included in the City of Seaside's Standard Consultant Agreement should be included in the proposal. The City of Seaside reserves the right to consider any proposal exceptions during its evaluation of the acceptability of a proposal.

B. This RFQ does not commit the City of Seaside to pay any costs incurred in the submission of the proposal or in making any necessary studies or analysis in preparation of submission of the proposal.

C. The City of Seaside reserves the right without limitation to:

1. Enter into an agreement with another Consultant in the event that the originally selected Consultant defaults or fails to execute an agreement with the City of Seaside;
2. Modify and re-issue the RFQ;
3. Take action regarding the RFQ as may be deemed to be in the best interest of the City of Seaside.

D. The City of Seaside reserves the right to verify any information provided during the RFQ process. The City of Seaside may contact references listed or any other person known to have contracted with Consultant.

E. An agreement shall not be binding or valid with the City of Seaside unless and until it is executed by authorized representatives of the City of Seaside, and of the Consultant.

F. While it is the intent of the City of Seaside is to proceed with this project, this solicitation does not obligate the City of Seaside to enter into an Agreement. The City of Seaside retains the right to cancel this RFQ at any time should the project be cancelled, the City of Seaside loses the required funding, or it is deemed in the best interest of the City of Seaside. No obligation either expressed or implied, exists on the part of the City of Seaside to make an award or to pay any cost incurred in the preparation or submission of an RFQ.

G. Failure to execute the agreement within the time frame identified above shall be sufficient cause for voiding the award.

H. Failure to comply with other requirements within the set time shall constitute failure to execute the Agreement. If the selected respondent refuses or fails to execute the Agreement, the City of Seaside may award the contract to the next qualified highest ranked Respondent.

XIX. ATTACHMENTS

~~A – City of Seaside Six Year Capital Improvement Program~~
~~B – Professional Services Agreement~~

RESOLUTION NO. 18-39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE APPROVING AN ON-CALL LIST FOR ENGINEERING SERVICES

WHEREAS, a formal on-call list is needed to 1) provide an opportunity for qualified professionals to provide professional and technical services of a temporary nature, and 2) ensure consultants have demonstrated the necessary qualifications and experience to provide the requested services; and

WHEREAS, on March 19, 2018, staff issued a Request for Qualifications (RFQ) to solicit proposals from eligible firms to provide engineering services; and

WHEREAS, on April 13, 2018, proposals where received from seven firms offering professional services; and

WHEREAS, proposals from Rana Creek and Turf Image were determined to not provide minimum services outlined within the RFQ and were disqualified; and

WHEREAS, a selection committee reviewed and identified the five firms shown in Exhibit 'A', attached, qualified to perform professional engineering services based upon experience and overall qualifications.

NOW THEREFORE, BE IT RESOLVED, that the City of Seaside City Council approve the firms listed in Exhibit 'A' are hereby approved to provide engineering services on an as needed basis for projects within the City for the next three years with two optional one year extensions.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 17th day of May, 2018 by the following vote:

AYES:	5	COUNCIL MEMBERS: Alexander, Campbell, Jones, Pacheco, Rubio
NOES:	0	COUNCIL MEMBERS: None
ABSENT:	0	COUNCIL MEMBERS: None
ABSTAIN:	0	COUNCIL MEMBERS: None

Ralph Rubio, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk

EXHIBIT "A"

On-Call List for Engineering Services
May 2018
City of Seaside

Harris & Associates
450 Lincoln Avenue, Suite 103
Salinas, CA 93901
Primary Contact: Frank Lopez, PE, Project Director
(831) 233-9242 Frank.Lopez@weareharris.com

List Engineering
9699 Blue Larkspur Lane, Suite 203
Monterey CA, 93940
Primary Contact: Ronald Blue, PE, Principal
(831) 373-4390 Ron@listengineering.com

Schaaf & Wheeler
3 Quail Run Circle, Suite 101
Salinas, CA 93907
Primary Contact: Andy Sterbenz, Project Manager
(831) 883-4848 ASterbenz@swsv.com

Wallace Group, A California Corporation
612 Clarion Court
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CITY OF SEASIDE
STAFF REPORT

Item No.: 6.C.

TO: City Council

FROM: Craig Malin, City Manager

BY: Roberta Greathouse, Human Resources Director/Risk Manager

DATE: January 9, 2020

SUBJECT: **APPROVE THE UPDATED MEMORANDUM OF UNDERSTANDING WITH THE SEASIDE POLICE OFFICERS' ASSOCIATION AND LISTING OF BENEFITS FOR THE CONFIDENTIAL EXEMPT AND NON-EXEMPT EMPLOYEES**

PURPOSE & RECOMMENDATION

Approve the updated Memorandum of Understanding with the Seaside Police Officers' Association and Listing of Benefits for the Confidential Exempt and Non-Exempt Employees

BACKGROUND

Seaside Police Officers' Association (POA)

The POA represents both the sworn and non-sworn members of the Police Department. In June of 2019, the representatives of the POA and the City began meeting and conferring to discuss items for a successor MOU. From the beginning, the tone of negotiations was professional and productive as the parties discussed matters of mutual interest with an emphasis items designed to retain the existing staff and attract new staff. Given the current recruitment and retention challenges, and the uncertainty of future City budgets, the parties agreed to a one-year MOU with the following provisions:

1. Term: January 1, 2020 - December 31, 2020
2. Salary Adjustment: 3.5% salary increase for all members of the POA (effective

January 11, 2020)
3. Bonus: A $2,000 Bonus to be paid to all members of the POA no later than January 31, 2020.

Confidential Exempt Employees

The Confidential Exempt Employees are unrepresented and their salary and benefit adjustments typically follow those of the Seaside Managers' and Supervisory Employees' Association. The modifications to the new Listing of Benefits for the Confidential Exempt Employees are:

1. Term: January 1, 2020 - December 31, 2021
2. Salary Adjustments: 3% increase effective 1/11/2020; 2% increase effective 1/9/2021
3. Longevity Program: 2.5% longevity pay with 8 or more years of service; 2.5% with 15 or more years of service (Max 5%)
4. Tuition Reimbursement: Up to $3,000 for MA/MS or above

Confidential Non-Exempt Employees

The Confidential Non-Exempt Employees are unrepresented and their salary and benefit adjustments typically follow those of the Seaside City Employees' Association. The modifications to the educational incentive and bilingual pay programs were recommended for this group due to the unique nature of services performed by the confidential employees. The modifications to the new Listing of Benefits for the Confidential Non-Exempt Employees are:

1. Term: July 1, 2019 - June 30, 2021
2. Salary Adjustments: 3% increase effective 7/13/2019; 2% increase effective 7/11/2020
3. Longevity Program: 2.5% longevity pay with 8 or more years of service; 2.5% with 15 or more years of service (Max 5%)
4. Deferred Compensation Match: Increase to a maximum of $100 per month
5. Tuition Reimbursement: Up to $500 for an AA/AS and up to $3,000 for a BA/BS or above.
6. Add two floating holidays with proration schedule
7. Update the sick leave policy
8. Eliminate the restriction on Educational Incentive Pay that requires the degree be obtained during employment.
9. Add one additional bilingual pay step that provides an additional 2.5% salary increase for a confidential employee who achieves a "Distinguished" proficiency for their writing skills.

FISCAL IMPACT

The estimated fiscal impact of these agreements are as follows:

Fiscal Year 2019/2020:

Seaside POA: $191,555
Confidential Non-Exempt: $ 26,500
Confidential Exempt: $ 4,700
Total Fiscal Year 19/20: $222,755

Total Cost:

Seaside POA: $303,111
Confidential Non-Exempt: $ 41,500
Confidential Exempt: $ 15,831
Estimated Total Cost: $360,442

ATTACHMENTS

1. Resolution
2. POA MOU Final 19-20
3. Confidential Non-Exempt Benefit Listing 2020-22
4. Confidential Exempt Listing of Benefits 2020

Reviewed for Submission to the
City Council by:

Craig Malin, City Manager

RESOLUTION NO. 20-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING THE UPDATED MEMORANDUM OF UNDERSTANDING WITH THE SEASIDE POLICE OFFICERS' ASSOCIATION AND LISTING OF BENEFITS FOR THE CONFIDENTIAL EXEMPT AND NON-EXEMPT EMPLOYEES

WHEREAS, pursuant to the provisions of the Meyers-Milias-Brown Act (Section 3500 et. seq., Government Code), representatives of the City Manager of the City of Seaside and the Seaside Police Officers' Association, have met and conferred in good faith regarding wages, and other terms and conditions of employment; in an attempt to reach a Memorandum of Understanding; and

WHEREAS, the Seaside Police Officers' Association, and the representatives of the City Manager of the City of Seaside have reached agreement with respect to matters herewith jointly set forth, and have developed a written understanding of such matters for the purpose of presenting it to the City Council of the City of Seaside for its determination; and

WHEREAS, the Resolution No. 01-28, the City of Seaside's Employee-Employer Relations Procedure designates certain classifications as Confidential and those employees are unrepresented; and

WHEREAS, the City Manager has recommended the unrepresented employees receive similar pay and benefits as other employees.

NOW, THEREFORE, BE IT RESOLVED, that the attached Memorandum of Understanding with the Seaside Police Officers' Association, the Comprehensive Listing of Benefits for Confidential Non-Exempt Employees, and the Listing of Benefits for Confidential Exempt Employees shall be effective as stated therein; and

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 9th day of January 2020.

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

____
Ian N. Oglesby, Mayor

ATTEST:

____
Lesley Milton, City Clerk

Memorandum of Understanding

Between the City of Seaside

And

The Seaside Police Officers' Association

January 1, 2020 – December 31, 2020

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY MANAGER OF THE CITY OF SEASIDE AND THE POLICE OFFICERS ASSOCIATION

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY MANAGER OF THE CITY OF SEASIDE AND THE POLICE OFFICERS ASSOCIATION

We, the undersigned, duly appointed representatives of the City of Seaside and of the Police Officers Association, a recognized employee organization, hereinafter referred to as "City" and "Association", having met and conferred in good faith in accordance with the Meyers-Milias-Brown Act, (government Code Section 3500 et. seq.) do hereby prepare and execute the following written Memorandum of Understanding. It is understood that the provisions herein set forth supersede previous Memoranda of Understanding between the City and Association, and apply to the City of Seaside sworn police and civilian employees designated to be represented by the Association.

SECTION 1: TERM

The provisions of the Memorandum of Understanding shall become effective January 1, 2020, and shall remain in effect for a period, terminating on December 31, 2020.

SECTION 2: SALARY AND ADMINISTRATION OF PAY PLAN

A. Direct Pay for Services:

1. ***Salary Increase:*** All POA Members shall receive a 3.5% salary increase effective the pay period that begins January 11, 2020.

2. ***One-Time Bonus:*** All POA Members shall receive a one-time $2,000 bonus to be paid no later than January 31, 2020.

3. ***Longevity Pay:***

   Bargaining unit members with ten or more years of service shall receive longevity pay in the amount of 2.5% of the member's base salary rate.

B. Overtime

1. ***Sworn Personnel:***

   a. Pre-Approval: Requests for overtime that can be scheduled should be pre-approved by the Department Head or designee. Overtime not possible to schedule in advance and necessary for public safety and welfare shall be worked at Department Head discretion, subject to City Manager review.

   b. Minimum Overtime Guarantee: An employee represented by POA who is called back to work after he/she has completed his/her regular shift and has left his/her place of employment, or who is required to make a job related court appearance on off-duty hours shall be compensated for a minimum of four (4) hours overtime. It is expressly understood that an employee who works overtime (including court appearances) immediately prior to or subsequent to his/her regular work shift shall be compensated at the actual hours worked with no minimum number of hours guaranteed.

c. Maximum Compensatory Leave Balance: Sworn employees will be allowed to have no more than one-hundred forty (140) hours of compensatory time at any given time.

d. Court Time: Sworn members of the police department will be paid court time at time and a half for all hours required beyond regular duty hours, beginning with arrival at court and ending with departure from court.

2. Civilian Personnel (non-sworn):

a. FLSA Calculation: Civilian employees will be paid overtime in accordance with the FLSA (over 40 hours in a work week).

b. Maximum Compensatory Leave Balance: Civilian employees will be allowed to have no more than one hundred (100) hours of compensatory time at any given time.

3. Sell Back Option:

Sworn and civilian employees may sell back compensatory time or vacation time not used up to a maximum of 80 hours per year with management approval. On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to eighty (80) hours of accrued vacation or compensatory time (in whole hour increments) which will be earned in the following calendar year at the employee's base rate of pay. On the pay day of the first pay period in November of the calendar year following election of the cash out, the employee will receive cash for the amount of vacation the employee irrevocably elected to cash out in the prior year. However, if the employee's vacation and / or compensatory time balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of leave the employee has accrued at the time of the cash out. This cash out provision is voluntary on the part of each bargaining employee, and does not change the practice of maintaining a maximum of two years of vacation accumulation at the end of any calendar year.

C. Special Pay Assignments

1. ***Motors:***

   a. Effective with the administrative assignment, a City appointed number of qualified Police Officers shall be assigned motor duties and be compensated at a 5% premium above his or her current rate of pay during the assignment. The removal of the premium assignment shall not be considered disciplinary.

2. ***Canine Handler:***

   a. The canine handler shall receive special assignment pay of 5%. In addition, the canine handler will receive fifteen (15) hours per month to care and maintain their K9. Additional hours spent in extraordinary care (e.g., time spent in trips for veterinary care) should also be reported. When a canine handler is required to perform extraordinary off-duty canine care that causes a substantial increase in the normal off-duty hours worked for that month, the handler shall submit a written request to the Police of Chief or the Chief's assigned designee for additional compensation for the hours spent performing such work.

3. ***Field Training Officer Pay:***

   Police Officers assigned by the Police Chief to perform Field Training Officer duties will receive a 5% premium above his or her base rate of pay effective the first day of the pay period upon assignment and while assigned. The premium and assignment are subject to the discretion of the Police Chief and shall be made for a minimum of one pay period. The removal of this assignment shall not be considered discipline.

4. ***Rotational Assignments:***

   a. The Investigator, School Resource Officer, and Crime Prevention Specialist (Community Liaison Officer) are three-year rotational classifications.

   b. Effective with administrative assignment, officers assigned to these rotational classifications receive an additional 5% over his/her regular pay rate.

   c. The removal of the rotational assignment shall be at the discretion of the Police Chief.

5. ***Bilingual Pay (Sworn):***

   a. 2 ½% premium above base pay will be granted to use Spanish or Vietnamese as tested for speaking and listening;

b. 5% premium above base pay will be granted to use Spanish and/or Vietnamese as tested for writing, speaking, and listening.

c. This program is subject to administrative direction and to City established procedures and annual testing. The City intends to use Language Testing International (LTI) or another suitable and appropriately certified testing organization.

d. Removal of this premium shall not be considered disciplinary action.

e. Bilingual pay is limited to 5% and is non-stackable.

6. Bilingual Pay (Civilian Employees):

a. 2 ½% premium above base pay will be granted to use Spanish as tested for speaking and listening;

b. 5% premium above base pay will be granted to use Spanish as tested for writing, speaking, and listening.

c. This program is subject to administrative direction and to City established procedures and annual testing. The City intends to use Language Testing International (LTI) or another suitable and appropriately certified testing organization.

d. Removal of this premium shall not be considered disciplinary action.

e. Bilingual pay is limited to 5% and is non-stackable.

7. Additional Pay for Temporarily Assuming Supervisor’s Position (Sworn Personnel):

a. A pay increase not to exceed 5% may be paid to an employee temporarily filling a supervisor’s position while the supervisor’s position is vacant. The determination of vacancy will be based upon recommendation by the Department Head to the City Manager.

b. The increased pay will not be paid in any case unless a supervisor vacancy is the result of sickness, resignation, or termination.

c. The increased pay will not be paid when the supervisor is on vacation.

d. The increased pay will not be paid for the first thirty calendar days of the vacancy as determined above.

e. “Supervisor” is defined narrowly and means only the person to whom the employee is responsible on a continuing basis.

8. Acting Positions – Police Corporal:

a. A Police Corporal assigned to assume the role of a supervisor by the Chief or designee in the absence of the Sergeant for a period in excess of fourteen (14) calendar days shall receive a 5% differential. The 5% differential shall begin on the 15th calendar day.

9. Acting Positions – Civilian Personnel (Non-sworn):

a. Employees who are assigned to perform a majority of the duties of a position within a higher classification from that in which they are regularly employed shall, receive the compensation specified for that position to which assigned, if performing the duties thereof for a period of thirty (30) consecutive work days.

b. Said increased compensation should be at the lowest step of the higher classification which will accord such employee an increase of at least five (5) percent over his/her current regular compensation.

The assignment shall be confirmed in writing by the City Manager based upon recommendation by the Department Head

c. Acceptance of an interim assignment to a higher position, thirty (30) or more days, shall require mutual assent of employer and employee.

10. Shift Differential – Civilian Personnel (Non-sworn):

a. Civilian personnel who are assigned to the midnight shift shall receive 5% differential pay.

11. Shift Differential – Sworn Personnel:

All sworn members of the association regularly scheduled to work between 9:00 p.m and 7:00 a.m. will receive night shift differential in the amount of $73.85 per pay period. The qualifying shifts currently include 3:00 p.m. to 3:00 a.m.; 6:00 p.m. to 6:00 a.m.; and 7:00 p.m. to 7:00 a.m.

D. Administration of Pay Plan:

1. Anniversary Date

a. The anniversary date for each employee is the date he/she is hired, reclassified, or promoted.

b. The anniversary date of any employee shall be adjusted, or changed, in the case of a leave of absence, by moving said anniversary date forward a time equal to the length of such leave of absence, except family care or medical leave, according to the California Family Rights Act and military leaves of absence in accordance with the California Military and Veterans Code and Title 38, chapter 43, U.S. Code. Whenever any employee is absent from work without pay for any period exceeding thirty (30) continuous days, the anniversary date of said employee shall be adjusted by moving said anniversary date forward a time equal to the length of absence from work.

c. Any employee who has served for one (1) year or more and takes leave of absence for purposes of military service in excess of the time defined as "temporary military leave", as defined by the Military and Veterans Code, shall upon return to employment with the City, have their anniversary date adjusted by moving said date forward a length of time equal to the number of days absent from employment due to military service, provided, however, said employee returns to work for the City within ninety (90) days of his/her discharge or release from military service.

d. The anniversary date of any employee shall be adjusted by moving said date forward a time equal to any delay in movement through the steps of the salary range put forth below.

E. Salary Ranges

The five (5) steps of each salary range shall be interpreted and applied as follows:

a. The first step is the minimum rate and shall normally be the hiring rate for the class. In cases where it is difficult to secure qualified personnel, or if a person of unusual qualifications is engaged, the City Manager may hire at a higher step.

b. The second step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance following the completion of six (6) months satisfactory service in the first step and upon written recommendation of the Department Head and approval by the City Manager.

c. The third step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance following the completion of twelve (12) months satisfactory service in the second step and upon written recommendation of the Department Head and approval by the City Manager.

d. The fourth step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance following the completion of twelve (12) months satisfactory service in the third step and upon written recommendation of the Department Head and approval by the City Manager.

e. The fifth step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance following the completion of twelve (12) months satisfactory service in the fourth step and upon the written recommendation of the Department Head and approval of the City Manager.

f. **Accelerated Step Advancement for new Police Officers**: During the first three years of employment, the Police Chief has the authority to advance new Police Officer's step placement every 6 months based on the employee's performance as determined by the Police Chief. The Chief has the sole discretion to approve or deny such advance placement.

g. Notwithstanding the foregoing provisions of this Section, an employee who is promoted or reclassified from one classification to a higher classification, or from a flat salary to classification having a higher overlapping salary range, shall be adjusted:

   i. To the step in their new range, which shall provide an increase in his/her salary, except that they shall not retain credit for the time served in his/her former step. If the step in the new range is the first step, the employee shall remain in that step for six (6) months before becoming eligible for advancement to the second step.

   ii. If from a flat salary to a range, to the lowest step in his/her new range or classification that exceeds his flat salary.

h. General adjustments in salary ranges made by general increases or decreases shall be made by adjusting all classes upward or downward to the appropriate salary range herein provided. Where the salary range for a given class or for several classes is revised upward or downward, the employees shall have their existing salary adjusted to the same step in the new range.

i. In any case where, by reason of unusual circumstances, rigid adherence to the forgoing principles related to salary adjustments would cause a manifest injustice, the City Manager may make such order relating thereto as in his/her discretion is proper.

j. Rates of compensation provided for by resolution are fixed on the basis of full-time service in full-time positions for the schedule of hours indicated. If any position provided for in the budget is by appropriate language specified or indicated as being for less than full-time services, the rate of compensation provided for such positions shall be adjusted accordingly, except those employees indicated in this resolution as working part-time or on a retainer, in which case they shall draw the full salary indicated. If the present adjustments shall be made in the rates, the step plan shall apply to part-time salaried as well as full-time salaried employees.

k. Changes in pay rates shall be made on the first day on the pay period next following the date of eligibility and authorization.

SECTION 3: BENEFITS

A. PERS Retirement System Safety - Sworn:

1. Safety Retirement Plans:

a. Tier 1 - CalPERS 3% @ 50 provided to all sworn safety employees hired prior to January 1, 2011.

b. Tier 2 - CalPERS 3% @ 55 will be provided to all sworn safety employees hired on or after January 1, 2011 who are not defined as "new members" under the Public Employees' Pension Reform Act of 2013 ("PEPRA") ("classic members").

c. Tier 3 - CalPERS 2.7% @ 57 plan will be provided to all sworn safety members hired on or after January 1, 2013 who are "new members" as defined under the PEPRA.

2. Implementation of 2% @ 50:

In the event that a majority of agencies in an agreed upon survey market, or in the ten (10) closest jurisdictions, moves to 2% @ 50, Seaside POA agrees that the 2% @ 50 plan can be implemented by the City for new hires at that point in time. The City will provide notice to the POA and an opportunity to review the market data prior to implementation of the new retirement formula.

3. Contribution:

a. Effective July 6, 2013, Tier 1 and Tier 2 safety bargaining unit members will pay the full member contribution rate required by CalPERS.

b. Effective January 1, 2013, Tier 3 safety bargaining unit members shall pay 50% of the normal cost of the retirement plan as identified annually by CalPERS. This contribution may change annually as required by the PEPRA.

c. All POA safety members shall pay an additional 3% to CalPERS in accordance with Government Code Section 20516 (Employees Sharing Additional Cost).

4. Survivor Benefits:

Association members are enrolled in the 1959 Survivors Benefit Level Four. The employee cost is $2 per month.

B. Civilian Personnel Miscellaneous (Non-sworn)

1. Miscellaneous Retirement Plans:

a. Tier 1: CalPERS 2% @ 55 will be provided to all miscellaneous bargaining unit members who are not defined as “new members” under the PEPRA (“classic members”).

b. Tier 2: CalPERS 2% @ 62 plan will be provided to all miscellaneous bargaining unit members hired on or after January 1, 2013 that are defined as “new members” under the PEPRA.

2. Contribution:

a. Tier 1: Effective July 6, 2013, all Tier 1 miscellaneous bargaining unit members will pay the full member contribution required by CalPERS.

b. Tier 2: Effective January 1, 2013, all Tier 2 miscellaneous bargaining unit members shall pay 50% of the normal cost of the retirement plan as identified annually by CalPERS. This contribution may change annually as required by the PEPRA.

c. All POA miscellaneous members shall pay an additional 3% to CalPERS in accordance with Government Code Section 20516 (Employees Sharing Additional Cost).

3. Survivor Benefits:

Association members are enrolled in the 1959 Survivor Benefits Level Four in accordance with the PERS contract. Employee contribution is $2.00 per month per employee.

C. PARS Supplemental Retirement Plan (Civilian Miscellaneous Personnel):

1. Plan:

The City will provide the PARS .5% at 55 supplemental retirement plan with credit for prior CalPERS and City service for all non-sworn miscellaneous members hired prior to January 1, 2011.

2. Eligibility:

Employees must have three years of City service and have been hired prior to January 1, 2011 to be eligible. The plan became effective on July 1, 2002.

3. Contribution:

The City will make the employee's contribution.

D. Deferred Compensation:

The City will pay a total of twenty five dollars ($25) bi-monthly (24xs per year) to the ICMA deferred compensation program for each employee represented by POA who makes a matching contribution.

E. Medical, Dental, and Vision Insurance:

Eligible bargaining unit employees will be provided with medical, dental, and vision insurance as specified in this section. Benefits to eligible family members will be made available under the health insurance plan.

1. Contributions:

The City's contributions for medical, dental, and vision coverage shall be as follows:

a. Medical Plan contributions:

i. MCSIG PPO $40 (70/30 Plan).
The City will pay 100% of the employee only premium and 90% of the dependent premium. This will be the base contribution amount for all plans except the Grandfathered PACE Plan.

ii. MCISG PPO $25 (80/20 Plan).

SPOA Members electing to participate in the MCSIG PPO $25 (80/20 Plan) will pay the difference between the City's contribution for the PPO $40 Plan and the PPO $25 Plan premium.

iii. PACE Plan (90/10 Plan) – Employees hired after October 15, 2015.

New employees enrolling in the PACE 90/10 Plan will pay the difference between the City's contribution for the PPO $40 plan and the PACE Plan premium.

iv. PACE Plan (90/10 Plan) – Grandfathered Tier – open to employees hired before October 15, 2015.

The City will pay 81% of the employee only premium; 70% of the employee + 1 premium; and 73% of the family premium.

b. The City will split the cost of any increase or decrease in dental and vision premiums with the employee on a 50/50 basis.

3. Retiree Medical:

a. The City shall pay the employees (not dependents) cost of medical insurance for retirees represented by POA who were hired prior to January 1, 2011. The City shall pay until retiree reaches age 65 or becomes eligible for Medicare, whichever comes first.

b. POA disabled employees retiring must have ten (10) years of continuous service, but do not need to be 50 years of age to receive this benefit.

c. Personnel must have ten years of continuous service, have been hired prior to January 1, 2011, and be 50 years of age to receive this benefit. The City complies with all Federal and State guidelines regarding medical and dental insurance. This compliance includes continuation of benefits under COBRA.

d. Employee may cover spouse by paying the monthly premium.

e. In the event that coverage is not available under the City's plan, and where an eligible employee elects to continue health coverage under COBRA, the City shall contribute to that COBRA payment an amount not to exceed the monthly premium for the City's health insurance plan for the period of time of COBRA eligibility or up to age 65, whichever is less.

F. Life Insurance:

1. Sworn Employees:

The City will provide term life insurance for sworn bargaining unit employees in the amount of $50,000.

2. Civilian Employees:

The City will provide term life insurance for civilian bargaining unit employees in the amount of $50,000.

G. Long-Term Disability:

The City and the employee shall share the cost of a long-term disability program for the employee represented by Police Association.

H. IRS Section 125 Plan:

The City will provide an Internal Revenue Code Section 125 Plan for medical care and dependent care expense reimbursement for all employees in the bargaining unit, up to the IRS maximum.

I. Uniform Allowance:

1. Sworn Personnel:

a. Newly hired sworn members of the police department will be provided with uniforms and shall receive $6.92 per pay period uniform maintenance allowance for the first year of employment. Newly hired sworn personnel will not be required to purchase a Class A jacket until successful completion of probation.

b. All sworn police personnel except for those in their first year of employment will receive a uniform allowance of $37.38 per pay period.

2. Civilian Personnel (Non-sworn):

a. Newly hired civilian members of the police department will be provided with uniforms and shall receive $6.92 per pay period uniform maintenance allowance for the first year of employment.

b. Civilian personnel required to wear uniforms will receive a uniform allowance of $36 per pay period after the first year of service.

J. Mileage Reimbursement:

With the approval of the Department Head, the City shall reimburse employees required to use their personal vehicles for the purpose of conducting City business for mileage based on the Standard Internal Revenue Service mileage rate.

K. Wellness Program:

1. ***Health Club Membership:***

   The City will pay up to $45 per month towards an employee membership at a health club upon submission of receipt of contract to the Finance Division.

L. Annual Medical Physical:

Physical examinations for sworn personnel will be every two years.

SECTION 4: LEAVE PROVISIONS

A. Vacations

1. ***Accrual:***

All regular employees shall earn vacation as follows:

a. During the first, second, third, and fourth years of employment, vacation will be earned at the rate of six and two thirds (6 2/3) hours per month or ten (10) days per year for POA.

b. During the fifth, sixth, seventh, eighth, and ninth years of employment, vacation will be earned at the rate of ten (10) hours per month or fifteen (15) days per year for POA.

c. During the tenth, eleventh, twelfth, thirteenth, and fourteenth years of employment, vacation will be earned at the rate of eleven and one third (11 1/3) hours per month or seventeen (17) days per year for POA.

d. During the fifteenth, sixteenth, seventeenth, eighteenth, and nineteenth years, vacation will be earned at the rate of thirteen and one third (13 1/3) hours per month or twenty (20) days per year for POA.

e. During the twentieth, twenty-first, twenty-second, twenty-third, and twenty-fourth year, vacation will be earned at the rate of fourteen (14) hours per month or twenty-one (21) days per year.

2. ***Vacation During Initial Probation:***

   Use of vacation time by an employee shall be conditional upon the completion of six (6) months continuous services with the City, but if for any reason prior to the completion of six months service with the City, such employee's employment is terminated, he/she shall be credited with and paid for vacation time.

3. Vacation and Holidays:

For regular employees, if a holiday falls within a scheduled vacation period, on a day that the employee would normally work, that day shall not be counted a vacation day.

4. Vacation Upon Termination:

Any employee, upon termination of City employment for any reason, who is entitled to vacation time and who has not had the same, shall be paid at his/her current salary rate for such vacation time on the effective date of such termination. If such person works over one-half (1/2) of the month, they shall be entitled to accumulate vacation for that month.

a. Calculation of Hourly Pay for Payout: For employees working five (5) day or modified schedule, the method for computing hourly pay for accumulated vacation time shall be as follows:

   i. Hourly rate equals monthly salary multiplied by twelve (12) months and divided by 52 weeks times 40 hours.

5. Maximum Accumulation:

Employees represented by the POA, will be allowed to have no more than two years' earned vacation accumulated as of the end of the second pay period in January of any year. Payout for leave in excess of maximum will occur on the 1st pay period of March. It shall be management's right and responsibility to see that the employee does not exceed the maximum.

6. Sell Back Option:

Sworn and civilian employees may sell back compensatory time or vacation time not used up to a maximum of 80 hours per year with management approval. On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to eighty (80) hours of accrued vacation or compensatory time (in whole hour increments) which will be earned in the following calendar year at the employee's base rate of pay. On the pay day of the first pay period in November of the calendar year following election of the cash out, the employee will receive cash for the amount of vacation the employee irrevocably elected to cash out in the prior year. However, if the employee's vacation and / or compensatory time balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of leave the employee has accrued at the time of the cash out. This cash out provision is voluntary on the part of each bargaining employee, and does not change the practice of maintaining a maximum of two years of vacation accumulation at the end of any calendar year.

7. ***Compensation in Lieu of Time Off:***

The City Manager may, in instances where the needs of the City require, authorize compensation in lieu of time off for accrued vacation.

8. ***Accumulation during OJI Leave:***

An employee being paid because of an injury on-the-job will accumulate vacation time and sick leave.

9. ***No Interruption of Accumulation:***

No interruption in the accumulation of vacation time shall result when an employee takes sick leave, vacation, temporary military leave, or paid leave because of an on-the-job incurred illness or injury.

B. Sick Leave with Pay for Non-Job Related Illness, Injury or Disability

1. ***Accrual:***

Each full-time employee in POA, shall earn eight (8) hours of sick leave with pay for each calendar month or major fraction thereof served.

2. ***Use of Leave:***

Sick leave with pay will be granted only upon the approval of the Department Head in case of bonafide illness of an employee, including the diagnosis, care, or treatment of an existing health condition of, or preventive care. If the need for paid sick leave is foreseeable, the employee shall provide reasonable advance notification. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable. Evidence may be required in the form of a physician's certificate or otherwise to verify an employee's absence during the time for which sick leave is requested.

Sick leave may also be used by an employee who is a victim of domestic violence, sexual assault, or stalking, to obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking with appropriate certification of the need for such services.

3. ***Sick Leave Upon Rehire***

If an employee separates from City employment and is re-hired by the City within one year of the date of separation, previously accrued and unused paid sick leave hours shall be reinstated to the extent required by law.

4. ***Illness/Injury During Vacation:***

When an illness or injury requiring doctors treatment, and/or hospitalization occurs during an employee's vacation or approved leave of absence with pay, and the injury or illness is of a nature that would prohibit the employee from performing his/her duties, the employee shall submit a memorandum giving full and complete information as well as a doctor's verification to their respective department head for a determination that such time off will be charged to sick time rather than to vacation time.

5. ***Family Sick Leave:***

Sick leave may be used for the illness or injury of an employee's family member. A family member shall be defined as parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis), spouse or domestic partner, grandparent, grandchild, and sibling.

6. ***Bereavement Leave:***

Bereavement leave, to a maximum of three (3) working days, will be permitted, without charging such leave against sick leave, upon the death of a member of the employee's immediate family. Immediate family is defined as a parent, child, spouse or domestic partner, brother, sister, grandparents, father-in-law, and mother-in-law of the employee (and includes step and foster parents and children). Employee may use sick leave to extend bereavement leave to a total of one week. For those working a traditional 5/8 schedule, this would be 16 hours of sick leave. For those working a 4/10 plan, this would be 10 hours of sick leave.

C. On-The-Job Injury Leave:

1. ***Sworn Personnel:***

Employees covered under the Section 4850 of the California Labor Code shall become entitled to on-the-job injury leave in accordance with its provisions.

2. ***Civilian Personnel (Non-Sworn):***

Whenever a Civilian employee is disabled by injury or illness arising out of and in the course of his/her duties, he/she shall become entitled to a leave of absence without loss of salary for a period not to exceed three (3) months in any five (5) year period. The employee will draw full salary under OJI leave, and the City will take credit for any temporary disability payments.

3. ***Leave Accrual:***

An employee on leave of absence under this Section will continue to accumulate sick leave and vacation leave.

4. ***Temporary Disability:***

An employee on leave without pay would be entitled to temporary disability in accordance with State Worker's Compensation law.

5. ***Use of Accumulated Leaves:***

Once OJI leave has been exhausted, accumulated leaves may be used to supplement temporary disability payments.

6. ***Therapy for On-The-Job Injury:***

Employees assigned to a day shift will continue to undergo therapy for on-the-job injuries on city time. Employees assigned to other shifts who undergo therapy for on-the-job injury on their own time will receive compensatory time or time off on an hour-for-hour basis.

D. Holidays

1. ***Regular Holidays:***

All employees shall be entitled to the following holidays:

- First day of January (New Year's Day)
- Third Monday in January (Martin Luther King Observance)
- Third Monday in February (President's Day)
- Thirty-first day of March (Cesar Chavez Day)
- Last Monday in May (Memorial Day)
- Fourth day of July (Independence Day)
- First Monday in September (Labor Day)
- Eleventh day of November (Veteran's Day)
- Fourth Thursday of November (Thanksgiving Day)
- Day following Thanksgiving Day
- Working day immediately preceding Christmas Day (Christmas Eve)
- Twenty-fifth day of December (Christmas Day)

2. ***Holiday Calculation:***

Holidays shall be calculated on an eight (8) hour workday regardless of the employee's work schedule.

3. ***Memorials:***

Upon Council approval, every day appointed by the Governor of the State, the President of the United States, or the City Council as a memorial, public fast, thanksgiving, or holiday.

4. ***Holidays on Sunday***

When a holiday falls on a Sunday, the following Monday shall be recognized as that holiday.

5. ***Holidays on Saturday:***

When a holiday falls on a Saturday, the preceding Friday shall be recognized as that holiday.

6. ***Holidays and Scheduled Days Off:***

It is further agreed that when a scheduled day off falls on a Friday that is a City recognized holiday, the employee will be given the preceding Thursday off; and, when the employee's scheduled day off falls on a Monday that is a City recognized holiday, the employee will be given the following Tuesday off. No other compensation will be granted.

E. Jury Duty and Subpoenas:

1. ***Jury Duty:***

The City will grant an employee leave with pay for jury duty. Any checks received form the courts must be submitted to Finance. Travel pay which is included in the check, will be returned to the employee. This rule is also applicable to those employees serving on the Grand Jury.

2. ***Subpoenas:***

When an employee represented by the Police Officers Association is summoned for jury duty or subpoenaed (for non-city, non-personal) witness duty, and must perform such duty during a regularly assigned city work shift, that employee will be granted court leave of absence with pay for all periods of time absent from a regularly assigned city work shift for the performance of such duty.

SECTION 5: WORKING CONDITIONS

A. Educational Incentive Program:

All association members shall be eligible for the City's Educational Incentive Programs.

1. ***Tuition Reimbursement:***

a. Employees wishing to receive reimbursement for tuition and book expenses must request prior approval from their Department Head. Classes will be approved for reimbursement so long as they are determined to be job related, or required as a part of a degree program. Disputes regarding course approval will be submitted to the Human Resources Director.

b. Any employee who wishes to enroll in a school, college, or university for the purpose of fulfilling the educational requirement shall do so on his/her own time. The City will encourage enrollment through a tuition and reimbursement plan with a maximum of $500 per fiscal year for classes taken at a community college and $3,000 for classes taken at a four-year college or university towards a bachelors, masters, or graduate degree.

c. After completing the course with a grade of "C" or better ("Pass" or certificate of achievement for classes that are not graded), proof of completion of course work requirements shall be submitted to the employee's department head indicating the specific courses and credits completed, together with transcripts or other documentation as may be required by the Human Resources Director. This information shall be submitted on forms provided by the Human Resources Department.

d. Employees may take courses from public or private schools, colleges, or universities which are accredited under the auspices of the Council on Post Secondary Education, when such courses are undertaken for the purpose of improving their efficiency, knowledge, or competency in the performance of their duties.

2. Educational Incentive Pay:

a. POST Intermediate Certificate or AS/AA Degree - 3%

b. POST Advanced Certificate of BS/BA Degree - 5%

c. POST Supervisory Certificate or MA/MS Degree from - 7%

d. Educational incentive pays are not cumulative (stackable). The maximum salary increment attainable under this program is 7%.

e. An employee must pass probation before receiving this benefit with the exception of lateral transfers who may apply upon employment.

3. Re-certification Training

With regard to sworn Police personnel, the Chief of Police will designate an official to be responsible for scheduling classes adequate for re-certification training. The official designated will insure that there are sufficient classes scheduled each year to afford all police including shift work and court appearances.

B. Service Awards:

The service award program shall include service awards presented to employees after every five (5) years of full-time service with the City. If desired by the employee, recipients of service awards will be recognized by the City Council. Upon service retirement, a plaque will be awarded.

C. Employee Incentive Pay:

a. All employees shall be eligible for Employee Incentive Pay for cost saving suggestions. Employees wishing to apply for incentive pay will submit their suggestion to the Employee Task Force for review. The Task Force will coordinate with the appropriate City departments/divisions to determine the acceptability of the cost-saving suggestion and establish remuneration.

b. A cost saving suggestion resulting in a one time saving would be evaluated for a one-time bonus. This bonus may range from $5.00, up to and not to exceed $25.00. A cost saving suggestion resulting in an annual saving of a substantial amount of money would be evaluated for an annual bonus of $100.00.

D. Work Schedule:

1. Patrol:

All police patrol positions will work a 4/10-3/12 hybrid schedule.

a. The assignment of shifts is subject to management direction and shall be based upon seniority except the City may change the selection based upon City demonstrated need.

b. The assignment of shift start and ending times are subject to management direction and once established may be changed to meet City needs.

c. Patrol employees working the 3/12 schedule shall work three 12-hour shifts. Each week employees will bank 4 hours that must be used in a department approved manner. Department approved alternatives include but are not limited to: training; use of accumulated time off or furlough time; report writing or other station duties; or pre-designated or other duties as assigned. It is the employee's responsibility to ensure this bank is utilized in a department approved manner. Unless an approved leave request form for use of vacation or comp time has been submitted prior to the end of the pay period, any time owed the City at the end of the pay period shall be unpaid furlough time.

2. ***Community Services and Investigations:***

Sworn non-management or supervisory employees assigned to the Community Services and Investigations Divisions will work a 4/10 schedule.

3. ***Administration:***

The Administrative Corporal will work a 4/10 schedule.

4. ***Shift Assignments:***

Seniority system will be used for shift assignments. Notwithstanding the seniority system for shift assignments, the Chief has the right to change the shift of any employee to meet departmental needs. Such decisions shall be within the sole discretion of the Chief.

SECTION 6: MISCELLANEOUS

A. City's Right To Discovery:

All discoveries, inventions, improvements, formulas, ideas, devices, writings or other intellectual property, whether or not subject to patent or copyright laws, which employees shall conceive solely or jointly with others, in the course or scope of his/her employment, or with the City's materials or facilities, shall be the sole and exclusive property of the City without further compensation.

B. Savings Clause:

It is mutually agreed by the parties to this agreement that the above represents the full and complete understanding which has been reached after numerous discussions held in conformance with the Meyers-Milias-Brown Act. All other proposals, counteroffers, or other matters discussed during the meet and confer process are deemed to be rejected by both parties. Should circumstances call for a change the City shall give notice of such proposed change to the Association and the items shall be subject to meet and confer process if so required by law.

If any section or subsection of the Memorandum of Understanding should be found invalid, unlawful or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other sections and subsections of this memorandum shall remain in full force and effect for the duration of this memorandum.

_________________________ __________________________

Craig Malin, City Manager Date
City of Seaside

_________________________ __________________________

Roberta Greathouse, HR Dir. / Risk Mgr Date

City of Seaside

________________________ ________________________

Tony Snell, President Date

Seaside Police Officers' Assoc.

___________________________ ___________________________

Michael Pugh, Labor Consultant, Date

Mastagni Holstedt, A.P.C.

Comprehensive Listing of Personnel Benefits for Non-Represented Confidential Employees

July 1, 2019 – June 30, 2021

SECTION 1: TERM

The provisions of this resolution shall become effective July 1, 2019, and shall remain in effect for a period, terminating on June 30, 2021.

SECTION 2: SALARY AND ADMINISTRATION OF PAY PLAN

A. Direct Pay for Services:

1. *Salary Adjustments:*
   a. Effective July 13, 2019, all bargaining unit members will receive a 3% base salary increase.

   b. Effective July 11, 2020, all bargaining unit members will receive a 2% base salary increase.

2. *Longevity Pay:*
   a. Effective January 11, 2020, bargaining unit members with eight or more years of service shall receive longevity pay in the amount of 2.5% of the member's Base Salary Rate.
   b. Effective January 11, 2020, bargaining unit members with fifteen or more years of service shall receive longevity pay in the amount of an additional 2.5% of the member's Base Salary Rate (total of 5%).

B. Overtime

1. *Pre-Approval:*
   Requests for overtime that can be scheduled should be pre-approved by the Department Head or designee. Overtime not possible to schedule in advance and necessary for public safety and welfare shall be worked at Department Head discretion, subject to City Manager review.

2. *Minimum Overtime Guarantee:*
   When an employee is called back to work on an emergency basis, the employee shall be paid two (2) hours or actual hours worked on the call back, whichever is greater, at time-and-a-half the City's premium rate (hourly base pay rate plus incentives).

3. *Overtime Calculation:*
   Hours actually worked in excess of 40 per week shall be paid at time-and-a-half the City's premium rate, which will be no less than the regular rate of pay as that term is defined in the Fair Labor Standards Act (FLSA). Hours worked in excess of an employee's shift that are not FLSA overtime hours

shall be paid at one times the premium rate. All employee overtime shall be earned in increments of one-quarter (1/4) hour.

4. *FLSA Work Period / Work Week*

For employees on 5/8 or 4/10 work schedules, the work period for FLSA overtime purposes begins on Saturday at 12:00 am and ends on Friday at 11:59 pm and regularly recurs. For employees on 9/80 work schedules, the work period for FLSA overtime purposes begins four hours into each employee's alternating eight hour shift.

5. *Maximum Compensatory Leave Balance:*

Compensatory time may be granted instead of overtime pay only where requested by the employee and approved by the Department Head. Personnel may accrue up to a maximum of 100 hours of compensatory time in lieu of overtime.

6. *Holiday Calculation:*

For the purpose of overtime calculations during the workweek in which holidays **other than** Martin Luther King and Fourth of July fall, <u>holiday time</u> shall count as time worked.

7. *Martin Luther King & July 4th Calculation:*

For the purpose of overtime calculations during the workweek in which the Martin Luther King and Fourth of July Holidays fall, <u>all time in paid status</u> shall count towards time worked.

C. Special Pay

1. *Spanish Bilingual Pay:*

a. A 2 ½% premium above base pay will be granted to an employee who speaks the Spanish language in the course and scope of his or her job duties after successful completion of City provided testing and approval of the City Manager.

b. Upon recommendation of the department director, and approval of the City Manager, an employee required to read and write in Spanish in the course and scope of his or her job duties will be provided a 2 ½% premium above base pay after successful completion of City provided testing.

c. Upon recommendation of the department director, and approval of the City Manager, an employee required to read and write in Spanish in the course and scope of his or her job duties and achieves a "Distinguished" proficiency on their writing examination will be provided a 2 ½% premium above base pay after successful completion of City provided testing.

d. This program is subject to administrative direction and to City established procedures and formal testing. The City will use Language

Testing International (LTI) or another suitable and appropriately certified testing organization.

e. Granting and removal of this premium is within the sole discretion of the City. Removal of this premium shall not be considered disciplinary action.

f. Unless recommended by the employee's department director, and approved by the City Manager, bilingual pay will be for Spanish only.

g. No employee shall be eligible for bilingual pay in excess of 7.5% above base pay.

2. Temporary Upgrade Pay:

a. Employees who are assigned to perform a majority of the duties of a position within a higher classification from that in which they are regularly employed shall receive the compensation specified for that position to which assigned, if performing the duties thereof for a period of fourteen (14) calendar days.

b. Said increased compensation should be at the lowest step of the higher classification which will accord such employee an increase of at least five (5) percent over his/her current regular compensation.

c. The assignment shall be confirmed in writing by the Manager.

d. Acceptance of an interim assignment to higher position, thirty (30) or more days, shall require mutual assent of employer and employee.

D. Administration of Pay Plan:

1. Anniversary Date

a. The anniversary date for each employee is the date he/she is hired, reclassified, or promoted.

b. The anniversary date of any employee shall be adjusted, or changed, in the case of a leave of absence, by moving said anniversary date forward a time equal to the length of such leave of absence, except family care or medical leave, according to the California Family Rights Act and military leaves of absence in accordance with the California Military and Veterans Code and Title 38, chapter 43, U.S. Code. Whenever any employee is absent from work without pay for any period of exceeding thirty (30) continuous days, the anniversary date of said employee shall be adjusted by moving said anniversary date forward a time equal to the length of absence from work.

c. The anniversary date of any employee shall be adjusted by moving said date forward a time equal to any delay in movement through the steps of the salary range put forth below.

2. Salary Ranges

The five (5) steps of each salary range shall be interpreted and applied as follows:

a. The first step is the minimum rate and shall normally be the hiring rate for the class. In cases where it is difficult to secure qualified personnel, or if a person of unusual qualifications is engaged, the City Manager may hire at a higher step.

b. The second step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of six (6) months satisfactory service in the first step and upon written recommendation of the Department Head and approval by the City Manager.

c. The third step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the second step and upon written recommendation of the Department Head and approval by the City Manager.

d. The fourth step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the third step and upon written recommendation of the Department Head and approval by the City Manager.

e. The fifth step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the fourth step and upon the written recommendation of the Department Head and approval of the City Manager.

f. Notwithstanding the foregoing provisions of this Section, an employee who is promoted or reclassified from one classification to a higher classification, or from a flat salary to classification having a higher overlapping salary range, shall be adjusted:

   i. To the step in their new range, which shall provide an increase in his/her salary, except that they shall not retain credit for the time served in his/her former step. If the step in the new range is the first step, the employee shall remain in that step for six (6) months before becoming eligible for advancement to the second step.

   ii. If from a flat salary to a range, to the lowest step in his/her new range or classification that exceeds his flat salary.

g. General adjustments in salary ranges made by general increases or decreases shall be made by adjusting all classes upward or downward to the appropriate salary range herein provided. Where the salary range for a given class or for several classes is revised upward or downward the employees shall have their existing salary adjusted to the same step in the new range.

h. In any case where, by reason of unusual circumstances, rigid adherence to the forgoing principles related to salary adjustments would cause a manifest injustice, the City Manager may make such order relating thereto as in his/her discretion is proper.

i. Rates of compensation provided for by resolution are fixed on the basis of full-time service in full-time positions for the schedule of hours indicated. If any position provided for in the budget is by appropriate language specified or indicated as being for less than full-time services, the rate of compensation provided for such positions shall be adjusted accordingly, except those employees indicated in this resolution as working part-time or on a retainer, in which case they shall draw the full salary indicated. If the present adjustments shall be made in the rates, the step plan shall apply to part-time salaried as well as full-time salaried employees.

j. Changes in pay rates shall be made on the first day on the pay period next following the date of eligibility and authorization.

SECTION 3: BENEFITS

A. Retirement:

1. CalPERS Classic Plan

a. Employees hired prior to January 1, 2013 will receive the CalPERS 2% @ 55 Miscellaneous Members retirement plan. The 2% @ 55 plan will also be provided to City employees hired on or after January 1, 2013 who are considered to be "classic" members under the California Public Employees' Pension Reform Act (PEPRA) as determined by CalPERS.

b. Employee Contribution: Employees enrolled in the 2% @ 55 plan shall pay the full employee member contribution required by CalPERS.

2. CalPERS PEPRA Plan

a. New employees hired on or after January 1, 2013 who are "new members" under the PEPRA as determined by CalPERS will be enrolled in the 2% @ 62 Miscellaneous Members retirement plan.

b. As required by PEPRA, employees enrolled in the PEPRA plan shall pay 50% of the "normal cost" of the retirement plan as determined annually by CalPERS.

3. CalPERS Survivor Benefits

a. The City provides for 1959 Survivors Benefit Level Four. The employee cost is $2 per month.

4. PARS Supplemental Retirement Plan:

a. Plan: The City will provide the PARS .5% at 55 supplemental retirement plan with credit for prior CalPERS and City service for employees hired on or before June 30, 2010.

b. Contribution: The City will make the employee's contribution.

c. Eligibility: Employees must have three years of City service and have been hired on or before June 30, 2010 to be eligible. The plan will be effective July 1, 2002.

5. Deferred Compensation:

The City will pay up to one hundred dollars ($100) per month to the ICMA deferred compensation program for each employee who makes a matching contribution. Contributions will be made on a bi-monthly basis (24 xs per year @ $50 each).

B. Life, Medical, and Dental Insurance:

Eligible bargaining unit employees will be provided with medical, dental, and vision insurance as specified in this section. Benefits to eligible family members will be made available under the health insurance plan.

1. Contributions

The City's contributions for medical, dental, and vision coverage shall be as follows:

a. MCSIG PPO $40 (70/30 Plan).
The City will pay 100% of the employee only premium and 90% of the dependent premium. This will be the base contribution amount for all plans except the Grandfathered PACE Plan.

b. MCISG PPO $25 (80/20 Plan).
SCEA Members electing to participate in the MCSIG PPO $25 (80/20 Plan) will pay the difference between the City's contribution for the PPO $40 Plan and the PPO $25 Plan premium.

c. PACE Plan (90/10 Plan) – Employees hired after October 15, 2015.
New employees enrolling in the PACE 90/10 Plan will pay the difference between the City's contribution for the PPO $40 plan and the PACE Plan premium.

d. PACE Plan (90/10 Plan) – Grandfathered Tier – open to employees hired before October 15, 2015.
The City will pay 81% of the employee only premium; 70% of the employee + 1 premium; and 73% of the family premium.

e. Kaiser High and Mid Plan.

Confidential employees electing to participate in a Kaiser Plan will pay the difference between the City's contribution for the PPO $40 Plan and the Kaiser plan premiums. In the event the Kaiser plan premium is lower than the MCSIG PPO $40 plan, no cash-in-lieu will be provided.

f. Confidential employees will follow the attached contribution schedule for dental and vision insurance. The City will split the cost of any increase or decrease in dental and vision premiums with the employee on a 50/50 basis.

2. Retiree Medical:

a. Eligibility: Only bargaining unit members hired on or before June 30, 2010 are eligible for City-paid retiree medical insurance

b. Notwithstanding the requirements of the City's Health and Welfare Plan to be eligible for retiree medical coverage, and subject to available coverage under the City's plan, the City shall pay the employees (not dependents) cost of medical insurance in an amount not to exceed the month premium for the City's insurance plan for retirees who retire on regular service or disability retirement until age 65.

c. Employee may cover dependents by paying the additional monthly premium.

d. In the event that coverage is not available under the City's plan, and where an eligible employee elects to continue health coverage under COBRA, the City shall contribute to that COBRA payment an amount not to exceed the monthly premium for the City's health insurance plan for the period of time of COBRA eligibility or up to age 65, whichever is less.

e. Employees must have ten years of continuous service with the City, have been hired on or before June 30, 2010, and be at least 50 years of age to receive this benefit.

f. The City complies with all Federal and State guidelines regarding medical and dental insurance. This compliance includes continuation of benefits under COBRA.

C. Life Insurance:

The City will provide term life insurance for confidential employees in the amount of $50,000.

D. Short-Term Disability:

The City agrees to facilitate the Association's enrollment in California State Disability Insurance (CASDI), or an alternate STD Plan, should the Association express an interest in doing so. Member's electing to participate in an STD plan will be responsible for 100% of the premium.

E. Long-Term Disability:

The City and the employee shall share equally the cost of a long-term disability program.

F. IRS Section 125 Plan:

The City shall provide an Internal Revenue Code Section 125 Plan for medical care and dependent care expense reimbursement. The annual maximum is set by the IRS.

G. Mileage Reimbursement:

With the approval of the Department Head, the City shall reimburse employees required to use their personal vehicles for the purpose of conducting City business at a rate based upon the IRS mileage rates.

H. Wellness Program:

1. Health Club Membership:

The City will pay up to $45 per month towards an employee membership at a health club upon submission of receipt of contract to the Finance Division. Dues will be processed by payroll deduction if administratively feasible. To be eligible for reimbursement, requests for reimbursement must be received by Finance no later than 90 days from the date of service.

2. City Swimming Pool:

Confidential employees and their families will have use of City swimming pool at no cost to the employee. Employees may have resident's fee and early-bird sign up for swim classes.

3. No Smoking Agreement:

In the spirit of employee health and wellness, the parties agree to a no smoking policy. The City of Seaside will strive to hire non-smokers and vigorously encourage current employees who smoke to quit.

SECTION 4: LEAVE PROVISIONS

In order to be eligible to earn leave or paid time off under this section, an employee must be in a paid leave status for the majority of the pay period.

A. Vacations

1. Accrual:

All regular employees, shall earn vacation as follows:

a. During the first, second, third, and fourth years of employment, vacation will be earned at the rate of six and two thirds (6 2/3) hours per month of ten (10) days per year.

b. During the fifth, sixth, seventh, eighth, and ninth years of employment, vacation will be earned at the rate of ten (10) hours per month or fifteen (15) days per year.

c. During the tenth, eleventh, twelfth, thirteenth, and fourteenth years of employment, vacation will be earned at the rate of eleven and one third (11 1/3) hours per month or seventeen (17) days per year.

d. During the fifteenth, sixteenth, seventeenth, eighteenth, and nineteenth years of employment, vacation will be earned at the rate of thirteen and one third (13 1/3) hours per month or twenty (20) days per year.

e. During the twentieth, twenty-first, twenty-second, twenty-third, and twenty-fourth years of employment, vacation will be earned at the rate of fourteen (14) hours per month or twenty-one (21) days per year. During the twenty-fifth year and thereafter vacation will be earned at the rate of 14.667 hours per month or twenty-two (22) days per year.

2. Vacation During Initial Probation:

Use of vacation time by an employee shall be conditional upon the completion of six (6) months continuous service with the City, but if for any reason prior to the completion of six months service reason prior to the completion of six months service with the City, such employee's employment is terminated, he/she shall be credited with and paid for vacation time.

3. Minimum Leave Event:

Vacation shall not be used in increments of less than one-half (1/2) hour.

4. Vacation and Holidays:

For regular employees, if a holiday falls within a scheduled vacation period, on a day that the employee would normally work, that day shall not be counted a vacation day.

5. Vacation Upon Termination:

Any employee, upon termination of City employment for any reason, who is entitled to vacation time and who has not had the same, shall be paid at his/her current salary rate for such vacation time on the effective date of such termination. If such person works over one-half (1/2) of the month, they shall be entitled to accumulate vacation for that month.

a. Calculation of Hourly Pay for Payout: For employees working a five (5) day or modified schedule, the method for computing hourly pay for accumulated vacation time shall be as follows:
   i. Hourly rate equals monthly salary multiplied by twelve (12) months divided by 52 weeks multiplied by 40 hours

6. *Maximum Accumulation:*

Confidential employees will be allowed to have no more than two years earned vacation accumulated as of the end of the 2nd pay period of January of any year. Payout for leave in excess of maximum will occur on the 1st pay period of March. It shall be management's right and responsibility to see that the employee does not exceed the maximum.

7. *Vacation Cash-Out:*

The City will allow confidential employees to cash out 40 hours of accumulated vacation time as set forth in this section. On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to forty (40) hours of accrued vacation (in whole hour increments) which will be earned in the following calendar year at the employee's base salary rate. On the pay day of the first pay period in November of the calendar year following election of the cash out, the employee will receive cash for the amount of vacation the employee irrevocably elected to cash out in the prior year. However, if the employee's vacation leave balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of leave the employee has accrued at the time of the cash out. This cash out provision is voluntary on the part of each bargaining employee, and does not change the practice of maintaining a maximum of two years of vacation accumulation at the end of any calendar year.

8. *Compensation in Lieu of Time Off:*

The City Manager may, in instances where the needs of the City require, authorize compensation in lieu of time off for accrued vacation.

9. *Accumulation during OJI Leave:*

An employee being paid because of an injury on-the-job will accumulate vacation time and sick leave.

10. *No Interruption of Accumulation:*

No interruption in the accumulation of vacation time shall result when an employee takes sick leave, vacation, temporary military leave, or paid leave because of an on-the-job incurred illness or injury.

B. Sick Leave with Pay for Non-Job Related Illness, Injury or Disability

1. *Accrual:*

Each full-time employee shall earn eight (8) hours sick leave with pay for each calendar month or major fraction thereof served.

2. *Employee Illness or Injury:*

Sick leave with pay will be granted only upon the approval of the Department Head in case of bonafide illness of an employee, including the diagnosis, care, or treatment of an existing health condition of, or preventive care. If the need for paid sick leave is foreseeable, the employee shall provide reasonable advance notification. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable.

After the first three days of sick leave per fiscal year, evidence may be required in the form of a physician's certificate or otherwise to verify an employee's absence during the time for which sick leave is requested. All employees requesting sick leave for more than three consecutive days and for the sixth day of sick leave in a fiscal year will be required to submit a physician's certification upon their return to work.

Sick leave may also be used by an employee who is a victim of domestic violence, sexual assault, or stalking, to obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking with appropriate certification of the need for such services.

Any employee taking leave that qualifies under the City's Family Care and Medical Leave/California Family Rights Act Policy will complete and submit all required forms.

3. *Sick Leave Upon Rehire*

If an employee separates from City employment and is re-hired by the City within one year of the date of separation, previously accrued and unused paid sick leave hours shall be reinstated to the extent required by law.

4. *Minimum Leave Event:*

Sick leave shall be charged on an hour-for-hour basis.

5. *Illness/Injury During Vacation:*

When an illness or injury requiring doctors treatment, and/or hospitalization occurs during an employee's vacation or approved leave of absence with pay, and the injury or illness is a nature that would prohibit the employee from performing his/her duties, the employee shall submit a memorandum giving full and complete information as well as a doctor's verification to their respective department head for a determination that such time off will be charged to sick time rather than to vacation time.

6. *Family Sick Leave:*

Employees may use sick leave for any leave covered by the Family Care and Medical Leave Act or the California Family Rights Act, including covered absences to care for a family member. For absences not covered by the Family and Medical Leave Act or the California Family Rights Act, employees shall be allowed up to six months' accrual of sick leave (six days or 50% of the annual accrual) to attend to an illness of a child, parent, spouse, or domestic partner of the employee in accordance with the California Labor Code section 233 regarding kin care.

Sick leave may be used for the illness or injury of an employee's family member. A family member shall be defined as parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis), spouse or domestic partner, grandparent, grandchild, and sibling.

7. ***Bereavement Leave:***

Bereavement leave, to a maximum of three (3) working days, will be permitted, without charging such leave against sick leave, upon the death of a member of the employee's immediate family. Immediate family is defined as a parent, child, spouse or domestic partner, brother, sister, grandparents, father-in-law, and mother-in-law of the employee. Employee may use an additional 16 hours of sick leave to extend said leave.

8. ***Personal Leave:***

The sick leave to personal leave conversion program is eliminated effective December 31, 2017. Any personal leave on the books at that time will be returned to the employee's sick leave bank.

C. On-The-Job Injury Leave:

1. ***Leave of Absence:***

Whenever a confidential employee is disabled by injury or illness arising out of and in the course of his/her duties, he/she shall become entitled to a leave of absence without loss of salary for a period not to exceed three (3) months in any five (5) year period.

2. ***Leave Accrual:***

An employee on leave of absence under this section will continue to accumulate sick leave and vacation leave.

3. ***Temporary Disability Benefits:***

The employee shall draw full salary under OJI leave, and the City will take credit for any temporary disability payments. Once OJI leave is exhausted, an employee on leave without pay would be entitled to temporary disability in accordance with State Worker's Compensation law.

4. ***Use of Accumulated Leaves:***

Once OJI leave has been exhausted, accumulated leaves may be used to supplement temporary disability payments.

D. Holidays

1. ***Regular Holidays:***

All employees shall be entitled to the following holidays:

- First day of January (New Year's Day)
- Third Monday in January (Martin Luther King Observance)
- Third Monday in February (President's Day)
- Thirty-first day of March (Cesar Chavez Day)

- Last Monday in May (Memorial Day)
- Fourth day of July (Independence Day)
- First Monday in September (Labor Day)
- Eleventh day of November (Veteran's Day)
- Fourth Thursday of November (Thanksgiving Day)
- Day following Thanksgiving Day
- Working day immediately preceding Christmas Day (Christmas Eve)
- Twenty-fifth day of December (Christmas Day)

2. Holiday Calculation:

Holidays shall be calculated as 8 hours.

3. Memorials:

Upon Council approval, every day appointed by the Governor of the State, the President of the United States, or the City Council as a memorial, public fast, Thanksgiving, or holiday.

4. Holidays on Sunday:

When a holiday falls on a Sunday, the following Monday shall be recognized as that holiday.

5. Holidays on Saturday:

When a holiday falls on a Saturday, the preceding Friday shall be recognized as that holiday.

6. Floating Holidays:

Each calendar year, confidential employees shall receive two floating holidays (16 hours). Floating holiday time has no cash value and must be used before December 31st each year or it is forfeited.

a. Initial Accrual: For newly hired employees, the initial floating holiday accrual shall be prorated in accordance with the following schedule:

i. Hired January 1 – March 31:	16 hours
ii. Hired April 1 – June 30:	12 hours
iii. Hired July 1 – September 30:	8 hours
iv. Hired October 1 – December 31:	0 hours

E. Jury and Election Duty:

1. Jury Duty:

The City will grant an employee leave with pay for jury duty. Any checks received from the courts must be submitted to Finance. Travel pay which is included in the check, will be returned to the employee. This rule also applicable to those employees serving on the Grand Jury.

2. Election Duty:

The City will provide election duty leave for sworn election workers providing the supervisor authorizes the leave request and the employee remits any election duty pay

SECTION 5: WORKING CONDITIONS

A. Continuing Education and Professional Growth:

All confidential employees shall be eligible for the City's Educational Incentive Programs.

1. Tuition Reimbursement:

a. Employees wishing to receive reimbursement for tuition and book expenses must request prior approval from their Department Head. Classes will be approved for reimbursement so long as they are determined to be job related, or required as a part of a degree program. Disputes regarding course approval will be submitted to the Human Resources Director.

b. The City will encourage enrollment through a tuition and book reimbursement with a maximum of $500 per fiscal year for Certificate Program and AA plan and $3,000 per fiscal year for BA and MA plan.

c. After completing the course with a grade of "C" or better ("Pass" or certificate of achievement for classes that are not graded), proof of completion of course work requirements shall be submitted to the employee's department head indicating the specific courses and credits completed, together with transcripts or other documentation as may be required by the Human Resources Director. This information shall be submitted on forms provided by the Human Resources Office.

2. Educational Incentive Pay:

a. Completion of an accredited educational certificate program or 30 units toward an approved degree program – 1.5%

b. Completion of AA/AS degree – 3%

c. Completion of BA/BS degree – 4.5%

d. Completion of MA/MS degree – 6%

e. Educational incentive pays are not cumulative (stackable). The maximum salary increment attainable under this program is 6%.

f. All employees enrolled in an Educational Incentive Program Plan as of the date of this agreement shall be able to continue under the terms of the approved program.

g. An employee who wishes to enroll in a school, college, or university for the purpose of fulfilling the educational requirement shall do so on his/her own time.

3. Requalification

Requalification of two units over a four-year period will be established to maintain the policy of "Continuing Education and Professional Growth."

B. Service Awards:

A committee, made up of members of the various bargaining units, shall be formed to select a new service award program. At a minimum, the program shall include service awards presented to employees after every 5 years of full-time service with the City. Recipients of service awards will be recognized by the City Council.

C. Employee Incentive Pay:

a. All employees shall be eligible for Employee Incentive Pay for cost saving suggestions. Employees wishing to apply for incentive pay will submit their suggestion to the Employee Task Force for review. The Task Force will coordinate with the appropriate City departments/divisions to determine the acceptability of the cost-saving suggestion and establish remuneration.

b. A cost saving suggestion resulting in a one time saving would be evaluated for a one-time bonus. This bonus may range from $5.00, up to and not to exceed $25.00. A cost saving suggestion resulting in an annual saving of a substantial amount of money would be evaluated for an annual bonus of $100.00.

D. Work Schedule:

Confidential employees will work a 40 hour work week. The work schedule shall be defined by the Department Head. Consistent with City past practice Department Heads shall consider alternative work schedule requests and approve where such alternative schedules meet the best interest of the City. Alternative work schedules can include 4/10 work schedules or 9/80 work schedules. The Department Head has the sole discretion to decide whether to approve or deny such alternative schedules.

E. Notice of Layoff:

The City will to provide 30 days notice of "Intent to Layoff" to the employee.

F. Probationary Period:

Probation shall be 1 year for all new employees.

____________________________ ____________________________

Craig Malin, City Manager Date

Attachment A

2020 Dental Plan Premiums

	Employee's Monthly Contribution	City's Monthly Contribution	Total Cost
Single	$ 4.61	$ 42.43	$ 47.04
Emp +1	$ 7.04	$ 85.44	$ 92.48
Emp + Children	$ 7.84	$ 94.56	$ 102.40
Emp + Family	$ 11.81	$ 139.11	$ 150.92

2020 Vision Plan Premiums

	Employee's Monthly Contribution	City's Monthly Contribution	Total Cost
Single	$ 2.12	$ 5.19	$ 7.31
Emp +1	$ 5.44	$ 5.92	$ 11.36
Emp + Family	$ 5.82	$ 12.20	$ 18.02

Comprehensive Listing of
Personnel Benefits

Confidential Exempt Employees

January 1, 2020 –
December 31, 2021

COMPREHENSIVE LISTING OF PERSONNEL BENEFITS –
CONFIDENTIAL EXEMPT EMPLOYEES
January 1, 2020 – December 31, 2021

SECTION 1: TERM

The provisions of the listing of personnel benefits for confidential exempt employees shall become effective January 1, 2020, and shall remain in effect for a period terminating on December 31, 2021.

SECTION 2: SALARY AND ADMINISTRATION OF PAY PLAN

A. Direct Pay for Services:

1. Salary Adjustments:

a. Effective January 11, 2020: all Confidential Managers will receive a 3% salary increase.
b. Effective January 9, 2021: all Confidential Managers will receive a 2% salary increase.

2. Longevity Pay:

a. Employees with eight or more years of City service shall receive 2.5% longevity pay.
b. Employees with fifteen or more years of City service shall receive an additional 2.5% longevity pay (5% total).

B. Special Pay

1. Spanish Bilingual Pay:

a. 2 ½% pay adjustment will be made to employee's base pay for a bilingual skill as tested by the City in conjunction with the Defense Language Institute standards;

b. Employee must pass either the listening and reading comprehension tests or the speaking test to be eligible for bilingual pay.

c. This program is subject to administrative direction and to City established procedures and annual testing. The City intends to use the Defense Language Institute.

2. Additional Pay for Additional Duties

When a non-represented exempt confidential employee assumes duties and responsibilities beyond existing job classification, City Manager may institute performance pay equivalent to 2.5% or 5%.

3. Additional Pay for Temporarily Assuming Supervisor's Position

a. A pay increase not to exceed one step may be paid to an employee temporarily filling a supervisor's position while the supervisor's position is vacant. The determination of vacancy will be based upon recommendation by the Department Head to the City Manager.

b. The increased pay will not be paid in any case unless a supervisor vacancy is the result of sickness, resignation, or termination.

c. The increased pay will not be paid when the supervisor is on vacation.

d. The increased pay will not be paid for the first thirty calendar days of the vacancy as determined above.

e. “Supervisor” is defined narrowly and means only the person to whom the employee is responsible on a continuing basis.

4. Annual Performance Pay

The City Manager is authorized to grant annual step increases to confidential exempt employees who exceed expectations in the achievement of established performance goals and objectives. The authorized increase ranges from zero to a 7.5% increase, depending upon the performance of the employee under consideration for salary increase. This gives the City Manager flexibility in setting salaries consistent with performance. (Special Compensation CCR 571(a) Incentive Pay.)

C. Administration of Pay Plan:

1. Anniversary Date

a. The anniversary date for each employee is the date he/she is hired, reclassified, or promoted.

b. The anniversary date of any employee shall be adjusted, or changed, in the case of a leave of absence, by moving said anniversary date forward a time equal to the length of such leave of absence, except family care or medical leave, according to the California Family Rights Act and military leaves of absence in accordance with the California Military and Veterans Code and Title 38, chapter 43, U.S. Code. Whenever any employee is absent from work without pay for any period of exceeding thirty (30) continuous days, the anniversary date of said employee shall be adjusted by moving said anniversary date forward a time equal to the length of absence from work.

c. The anniversary date of any employee shall be adjusted by moving said date forward a time equal to any delay in movement through the steps of the salary range put forth below.

2. Salary Ranges

The five (5) steps of each salary range shall be interpreted and applied as follows:

a. The first step is the minimum rate and shall normally be the hiring rate for the class. In cases where it is difficult to secure qualified personnel, or if a person of unusual qualifications is engaged, the City Manager may hire at a higher step.

b. The second step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of six (6) months satisfactory service in the first step and upon written recommendation of the Department Head and approval by the City Manager.

c. The third step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the second step and upon written recommendation of the Department Head and approval by the City Manager.

d. The fourth step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the third step and upon written recommendation of the Department Head and approval by the City Manager.

e. The fifth step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the fourth step and upon the written recommendation of the Department Head and approval of the City Manager.

f. Notwithstanding the foregoing provisions of this Section, an employee who is promoted or reclassified from one classification to a higher classification, or from a flat salary to classification having a higher overlapping salary range, shall be adjusted:

   i. To the step in their new range, which shall provide an increase in his/her salary, except that they shall not retain credit for the time served in his/her former step. If the step in the new range is the first step, the employee shall remain in that step for six (6) months before becoming eligible for advancement to the second step.

   ii. If from a flat salary to a range, to the lowest step in his/her new range or classification that exceeds his flat salary.

g. General adjustments in salary ranges made by general increases or decreases shall be made by adjusting all classes upward or downward to the appropriate salary range herein provided. Where the salary range for a given class or for several classes is revised upward or downward the employees shall have their existing salary adjusted to the same step in the new range.

h. In any case where, by reason of unusual circumstances, rigid adherence to the forgoing principles related to salary adjustments would cause a manifest injustice, the City Manager may make such order relating thereto as in his/her discretion is proper.

i. Rates of compensation provided for by resolution are fixed on the basis of full-time service in full-time positions for the schedule of hours indicated. If any position provided for in the budget is by appropriate language specified or indicated as being for less than full-time services, the rate of compensation provided for such positions shall be adjusted accordingly, except those employees indicated in this resolution as working part-time or on a retainer, in which case they shall draw the full salary indicated. If the present adjustments shall be made in the rates, the step plan shall apply to part-time salaried as well as full-time salaried employees.

j. Changes in pay rates shall be made on the first day on the pay period next following the date of eligibility and authorization.

SECTION 3: BENEFITS

A. Retirement:

1. CalPERS

a. Plan: CalPERS 2% @ 55

b. Employee Contribution: Represented employees will pay the 7.0% employee contribution to PERS.

c. The City provides the PERS 1959 Survivors Benefit Level Four. The employee cost will be $2 per month.

2. PARS Supplemental Retirement Plan:

a. Plan: The City will provide the PARS .5% at 55 supplemental retirement plan with credit for prior CalPERS and City service for all bargaining unit members hired on or before June 30, 2010.

b. Eligibility: Employees must have three years of City service and have been hired on or before June 30, 2010 to be eligible. The plan will be effective July 1, 2002.

c. Contribution: The City will make the employee's contribution.

3. Deferred Compensation:

The City will pay up to one hundred dollars ($100) per month to the ICMA deferred compensation program for each employee who makes a matching contribution.

B. Medical, Dental, and Vision Insurance:

Eligible employees will be provided with medical, dental, and vision insurance as specified in this section. Benefits to eligible family members will be made available under the health insurance plan.

1. Contributions

a. MCSIG PPO $40 (70/30 Plan).

The City will pay 100% of the employee only premium and 90% of the dependent premium. This will be the base contribution amount for all plans except the Grandfathered PACE Plan.

b. MCISG PPO $25 (80/20 Plan).
SCEA Members electing to participate in the MCSIG PPO $25 (80/20 Plan) will pay the difference between the City's contribution for the PPO $40 Plan and the PPO $25 Plan premium.

c. PACE Plan (90/10 Plan) – Employees hired after October 15, 2015.
New employees enrolling in the PACE 90/10 Plan will pay the difference between the City's contribution for the PPO $40 plan and the PACE Plan premium.

d. PACE Plan (90/10 Plan) – Grandfathered Tier – open to employees hired before October 15, 2015.
The City will pay 81% of the employee only premium; 70% of the employee + 1 premium; and 73% of the family premium.

e. The City will split the cost of any increase or decrease in dental and vision premiums with the employee on a 50/50 basis.

2. Retiree Medical:

a. Eligibility: Only bargaining unit members hired on or before June 30, 2010 are eligible for City-paid retiree medical insurance.

b. Notwithstanding the requirements of the City's Health and Welfare Plan to be eligible for retiree medical coverage, and subject to available coverage under the City's plan, the City shall pay the employees (not dependents) cost of medical insurance in an amount not to exceed the monthly premium for the City's insurance plan for retirees who retire on regular service or disability retirement until age 65 or until the retiree becomes eligible for Medicare, which ever comes first.

c. Employee may cover dependents by paying the additional monthly premium.

d. In the event that coverage is not available under the City's plan, and where an eligible employee elects to continue health coverage under COBRA, the City shall contribute to that COBRA payment an amount not to exceed the monthly premium for the City's health insurance plan for the period of time of COBRA eligibility or up to age 65, whichever is less.

e. Employees must have ten years of continuous service with the City, have been hired on or before June 30, 2010, and be at least 50 years of age to receive this benefit.

f. The City complies with all Federal and State guidelines regarding medical and dental insurance. This compliance includes continuation of benefits under COBRA.

C. Life Insurance:

The City will provide term life insurance for all confidential exempt employees in the amount of two times the employee's annual salary (minimum of $150,000.)

D. Long-Term Disability:

The City shall pay the cost of a long-term disability program.

E. IRS Section 125 Plan:

The City shall provide an Internal Revenue Code Section 125 Plan for unreimbursed medical expenses and dependent care expenses. The annual maximum is set by the IRS.

F. Mileage Reimbursement:

With the approval of the Department Head, the City shall reimburse employees required to use their personal vehicles for the purpose of conducting City business at a rate based upon actual cost.

G. Wellness Program:

1. Health Club Membership:

The City will pay up to $45 per month towards an employee membership at a health club upon submission of receipt of contract to the Finance Division. The City will process dues by payroll deduction if administratively feasible. To be eligible for reimbursement, requests for reimbursement must be received by Finance no later than 90 days from the date of service.

2. City Recreation Facilities:

Association employees and their families will have use of City recreation facilities at no cost to the employee. Employees may have resident's fee and early-bird sign up for swim classes.

SECTION 4: LEAVE PROVISIONS

A. Vacations

1. Accrual:

All regular employees, shall earn vacation as follows:

a. During the first, second, third, and fourth years of employment, vacation will be earned at the rate of six and two thirds (6 2/3) hours per month of ten (10) days per year.

b. During the fifth, sixth, seventh, eighth, and ninth years of employment, vacation will be earned at the rate of ten (10) hours per month or fifteen (15) days per year.

c. During the tenth, eleventh, twelfth, thirteenth, and fourteenth years of employment, vacation will be earned at the rate of eleven and one third (11 1/3) hours per month or seventeen (17) days per year.

d. During the fifteenth, sixteenth, seventeenth, eighteenth, and nineteenth years of employment, vacation will be earned at the rate of thirteen and one third (13 1/3) hours per month or twenty (20) days per year.

e. During the twentieth, twenty-first, twenty-second, twenty-third, and twenty-fourth years of employment, vacation will be earned at the rate of fourteen (14) hours per month or twenty-one (21) days per year.

f. During the twenty-fifth year and thereafter vacation will be earned at the rate of 16 2/3 hours per month or twenty-five (25) days per year.

2. Vacation and Holidays:

For regular employees, if a holiday falls within a scheduled vacation period, on a day that the employee would normally work, that day shall not be counted a vacation day.

3. Vacation Upon Termination:

Any employee, upon termination of City employment for any reason, who is entitled to vacation time and who has not had the same, shall be paid at his/her current salary rate for such vacation time on the effective date of such termination. If such person works over one-half (1/2) of the month, they shall be entitled to accumulate vacation for that month.

a. Calculation of Hourly Pay for Payout: For employees working a five (5) day or modified schedule, the method for computing hourly pay for accumulated vacation time shall be as follows:
   i. Hourly rate equals monthly salary multiplied by twelve (12) months divided by 52 weeks multiplied by 40 hours

4. Maximum Accumulation:

Employees will be allowed to have no more than two years earned vacation accumulated as of the end of the 2nd pay period of January of any year. Payout for leave in excess of maximum will occur on the 1st pay period of March. It shall be management's right and responsibility to see that the employee does not exceed the maximum.

5. Vacation Cash-Out:

The City will allow Confidential Managers to cash out 40 hours of accumulated vacation time as set forth in this section. On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to forty (40) hours of accrued vacation (in whole hour increments) which will be earned in the following calendar year at the employee's base salary rate. On the pay day of the first pay period in November of the calendar year following election of the cash out, the employee will receive cash for the amount of vacation the employee irrevocably elected to cash out in the prior year. However, if the employee's vacation leave balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of leave the employee has accrued at the time of the cash out. This cash out provision is voluntary on the part of each bargaining employee, and does not change the practice of maintaining a maximum of two years of vacation accumulation at the end of any calendar year.

6. *Compensation in Lieu of Time Off:*

The City Manager may, in instances where the needs of the City require, authorize compensation in lieu of time off for accrued vacation.

7. *Accumulation during OJI Leave:*

An employee being paid because of an injury on-the-job will accumulate vacation time and sick leave.

8. *No Interruption of Accumulation:*

No interruption in the accumulation of vacation time shall result when an employee takes sick leave, vacation, temporary military leave, or paid leave because of an on-the-job incurred illness or injury.

9. *Vacation during Probation:*

Newly hired management employees may use vacation leave.

B. Sick Leave with Pay for Non-Job Related Illness, Injury or Disability

1. *Accrual:*

Each confidential exempt employee shall earn eight (8) hours sick leave with pay for each calendar month or major fraction thereof served.

2. *Use of Leave:*

Sick leave with pay will be granted only upon the approval of the Department Head in case of bonafide illness of an employee, including the diagnosis, care, or treatment of an existing health condition of, or preventive care. If the need for paid sick leave is foreseeable, the employee shall provide reasonable advance notification. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable. Evidence may be required in the form of a physician's certificate or otherwise to verify an employee's absence during the time for which sick leave is requested.

Sick leave may also be used by an employee who is a victim of domestic violence, sexual assault, or stalking, to obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking with appropriate certification of the need for such services.

Any employee taking leave that qualifies under the City's Family Care and Medical Leave/California Family Rights Act Policy will complete and submit all required forms.

3. *Sick Leave Upon Rehire*

If an employee separates from City employment and is re-hired by the City within one year of the date of separation, previously accrued and unused paid sick leave hours shall be reinstated to the extent required by law.

4. ***Illness/Injury During Vacation:***

When an illness or injury requiring doctors treatment, and/or hospitalization occurs during an employee's vacation or approved leave of absence with pay, and the injury or illness is a nature that would prohibit the employee from performing his/her duties, the employee shall submit a memorandum giving full and complete information as well as a doctor's verification to their respective department head for a determination that such time off will be charged to sick time rather than to vacation time.

5. ***Family Sick Leave:***

Sick leave may be used for the illness or injury of an employee's family member. A family member shall be defined as parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis), spouse or domestic partner, grandparent, grandchild, and sibling.

6. ***Bereavement Leave:***

Bereavement leave, to a maximum of three (3) working days, will be permitted, without charging such leave against sick leave, upon the death of a member of the employee's immediate family. Immediate family is defined as a parent, child, spouse or domestic partner, brother, sister, grandparents, father-in-law, and mother-in-law of the employee. Employee may use an additional 16 hours of sick leave to extend said leave.

C. On-The-Job Injury Leave:

1. ***Leave of Absence:***

Whenever an employee is disabled by injury or illness arising out of and in the course of his/her duties, he/she shall become entitled to a leave of absence without loss of salary for a period not to exceed three (3) months in any five (5) year period.

2. ***Leave Accrual:***

An employee on leave of absence under this section will continue to accumulate sick leave and vacation leave.

3. ***Temporary Disability Benefits:***

The employee shall draw full salary under OJI leave, and the City will take credit for any temporary disability payments. Once OJI leave is exhausted, an employee on leave without pay would be entitled to temporary disability in accordance with State Worker's Compensation law.

4. ***Use of Accumulated Leaves:***

Once OJI leave has been exhausted, accumulated leaves may be used to supplement temporary disability payments.

D. **Management Leave**

1. Annual Accrual:

Management employees shall earn 40 hours of management leave per calendar year.

2. Initial Accrual:

For newly hired employees (or employees promoted into the Association), the initial management leave bank shall be prorated according to the following schedule:

Hired January 1 – March 31:	40 Hours
Hired April 1 – June 30:	30 Hours
Hired July 1 – September 30	20 Hours
Hired October 1 – November 30	10 Hours
Hired December 1 – December 31	0 Hours

3. Additional Leave:

The City Manager shall have the authority to grant sixteen (16) hours of management time leave to non-represented exempt confidential employees who work an excessive amount of hours based upon the recommendation of their department head. It must be used within one year from the date it is granted and no management employees shall receive more than two days per fiscal year. Time worked may be considered excessive if it is beyond regularly assigned duties and exceeds 20 hours in one month.

4. Management Leave Payoff

On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to forty (40) hours of management leave (in whole hour increments) which will be earned in the following calendar year at the employee's base salary rate. On the pay day of the first pay period in November of the calendar year following election of the cash out, the employee will receive cash for the amount of management leave the employee irrevocably elected to cash out in the prior year. However, if the employee's management leave balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of leave the employee has on the books at the time of the cash out. This cash out provision is voluntary on the part of each bargaining employee, and does not change the practice of cashing out all management leave hours that are on the books at the end of the any calendar year.

E. Administrative Leave

Exempt employees shall earn forty (40) hours, non-cumulative, non-reimbursable administrative leave per calendar year.

1. Initial Accrual

For newly hired employees (or employees promoted into the Association), the initial administrative leave bank shall be prorated according to the following schedule:

Hired January 1 – March 31:	40 Hours
Hired April 1 – June 30:	30 Hours

Hired July 1 – September 30	20 Hours
Hired October 1 – November 30	10 Hours
Hired December 1 – December 31	0 Hours

F. Holidays

1. Regular Holidays:

All employees shall be entitled to the following holidays:

- First day of January (New Year's Day)
- Third Monday in January (Martin Luther King Observance)
- Third Monday in February (President's Day)
- Thirty-first day of March (Cesar Chavez Day)
- Last Monday in May (Memorial Day)
- Fourth day of July (Independence Day)
- First Monday in September (Labor Day)
- Eleventh day of November (Veteran's Day)
- Fourth Thursday of November (Thanksgiving Day)
- Day following Thanksgiving Day
- Working day immediately preceding Christmas Day (Christmas Eve)
- Twenty-fifth day of December (Christmas Day)

It is the intent of this resolution that all regular City employees shall observe the holidays set forth above.

2. Memorials:

Upon Council approval, every day appointed by the Governor of the State, the President of the United States, or the City Council as a memorial, public fast, thanksgiving, or holiday.

3. Holidays on Sunday

When a holiday falls on a Sunday, the following Monday shall be recognized as that holiday.

4. Holidays on Saturday:

When a holiday falls on a Saturday, the preceding Friday shall be recognized as that holiday.

5. Holiday Hours:

Regardless of the employee's work schedule, 8 hours of holiday time will be paid for each holiday.

G. Jury Duty:

1. Jury Duty:

The City will grant an employee leave with pay for jury duty. Any checks received from the courts must be submitted to Finance. Travel pay which is included in the check, will be returned to the employee. This rule also applicable to those employees serving on the Grand Jury.

SECTION 5: WORKING CONDITIONS

A. Continuing Education and Professional Growth:

All association members shall be eligible for the City's Educational Incentive Programs.

1. Tuition Reimbursement:

a. Employees wishing to receive reimbursement for tuition and book expenses must request prior approval from their Department Head. Classes will be approved for reimbursement so long as they are determined to be job related or professional development.

b. The City will encourage enrollment through a tuition and book reimbursement with a maximum of $2,000 per fiscal year for a BA/BS and $3,000 per fiscal year for an MA/MS or higher.

c. After completing the course with a grade of "C" or better ("Pass" or certificate of achievement for classes that are not graded), proof of completion of course work requirements shall be submitted to the employee's department head indicating the specific courses and credits completed, together with transcripts or other documentation as may be required by the Human Resources Director. This information shall be submitted on forms provided by the Human Resources Office.

d. An employee who wishes to enroll in a school, college, or university for the purpose of fulfilling the educational requirement shall do so on his/her own time.

B. Service Awards:

A committee, made up of members of the various employee groups, shall be formed to select a new service award program. At a minimum, the program shall include service awards presented to employees after every 5 years of full-time service with the City. Recipients of service awards will be recognized by the City Council.

C. Probationary Period:

Probation shall be 1 year for all new employees.

D. Flexible Work Schedule

The work schedule shall be defined by the Department Head. Consistent with City past practice Department Heads shall consider alternative work schedule requests, including a four day work week, and approve where such alternative schedules meet the best interest of the City. The Department Head has the sole discretion to decide whether to approve or deny such alternative schedules.

SECTION 5: MISCELLANEOUS

All discoveries, inventions, improvements, formulas, ideas, devices, writings or other intellectual property, whether or not subject to patent or copyright laws, which employees shall conceive solely or jointly with others, in the course or scope of his/her employment, or with the City's materials or facilities, shall be the sole and exclusive property of the City without further compensation.

Craig Malin, City Manager

Date