

**GUADALUPE POLICE DEPARTMENT
MONTHLY ADMINISTRATIVE OPERATIONAL DATA SUMMARY
MONTH OF JANUARY 2019**

PART I: CRIMES

TYPE OF CRIMES	THIS MONTH		THIS MONTH LAST YEAR		THIS YEAR TO DATE		LAST YEAR TO DATE	
	REPORTED	CLEARED	REPORTED	CLEARED	REPORTED	CLEARED	REPORTED	CLEARED
187 PC HOMICIDE	0	0	0	0	0	0	0	0
261 PC RAPE	0	0	0	0	0	0	0	0
211 PC ROBBERY	0	0	0	0	0	0	0	0
242/245 PC ASSAULT	2	2	1	1	2	2	1	1
459 PC BURGLARY	1	1	0	0	1	1	0	0
484/487 PC THEFT	0	0	3	0	0	0	3	0
10861 VC VEH THEFT	0	0	1	1	0	0	1	1
451 PC ARSON	0	0	0	0	0	0	0	0
TOTAL	3	3	5	2	3	3	5	2

PART II: REPORTED CRIMES

REQUEST FOR SERVICE	THIS MONTH	THIS MONTH LAST YEAR	THIS YEAR TO DATE	LAST YEAR TO DATE
TOTAL REPORTS TAKEN	51	86	51	86
TOTAL REQUEST FOR SERVICE	181	239	181	239
TOTAL ACTIVITY FOR THE MONTH	232	325	232	325
DOMESTIC VIOLENCE REPORTS	1	1	1	1
TOTAL PROPERTY STOLEN	\$2,545	\$1,500	\$2,545	\$1,500
TOTAL PROPERTY RECOVERED	\$2,545	\$0	\$2,545	\$0

PART III: ARREST SUMMARY

OFFENSES	THIS MONTH		THIS MONTH LAST YEAR		THIS YEAR TO DATE		LAST YEAR TO DATE	
	ADULTS	JUVENILES	ADULTS	JUVENILES	ADULTS	JUVENILES	ADULTS	JUVENILES
FELONY	4	0	4	0	4	0	4	0
MISDEMEANOR	8	3	16	0	8	3	16	0
TOTAL	12	3	20	0	12	3	20	0
23152(a&b) VC ARREST	4		2		4		2	
WARRANT ARREST	2		9		2		9	

NOTE: DUI AND WARRANT DATA ARE INCLUDED IN ABOVE ARREST TOTALS

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PART IV: NARCOTICS ACTIVITY

TYPE OF NARCOTICS	THIS MONTH		THIS MONTH LAST YEAR		THIS YEAR TO DATE		LAST YEAR TO DATE	
	REPORTED	ARREST	REPORTED	ARREST	REPORTED	ARREST	REPORTED	ARREST
HEROIN	0	0	0	0	0	0	0	0
COCAINE	0	0	0	0	0	0	0	0
METHAMPHETAMINE	0	0	2	2	0	0	2	2
MARIJUANA	3	3	0	0	3	3	0	0
PARAPHERNALIA	0	0	0	0	0	0	0	0
TOTAL	3	3	2	2	3	3	2	2

PART V: SPECIAL DATA

	THIS MONTH	THIS MONTH LAST YEAR	THIS YEAR TO DATE	LAST YEAR TO DATE
OFFICERS ASSAULTED	0	0	0	0
INJURED ON DUTY	0	0	0	0

ADDITIONAL INFORMATION:

STAFFING:	1	POLICE CHIEF	
	2	POLICE SERGEANT	1 UNFILLED POSITION
	3	POLICE CORPORALS	1 UNFILLED POSITION
	9	POLICE OFFICERS	2 UNFILLED POSITIONS
	2	OFFICE STAFF PERSONNEL	
	5	RESERVE POLICE OFFICERS	4 UNFILLED POSITION
	1	COMMUNITY SERVICE TECHNICIAN	FULL TIME POSITION UNFILLED AS A PART-TIME POSITION
	0	EVIDENCE TECHNICIAN	UNFILLED POSITION
	2	POLICE VOLUNTEER(S)	

COMMENTS:



GUADALUPE FIRE DEPARTMENT



TO: CITY ADMINISTRATOR, CRUZ RAMOS
FROM: CAPTAIN PATRICK SCHMITZ
SUBJECT: MONTHLY SUMMARY OF CODE ENFORCEMENT CASES
 January 1, 2018 – January 31, 2018

DATE: 01/03/2019

CODE ENFORCEMENT CASES

INCIDENT TYPE	This Month	Last Month	Year to Date (2018-2019)	Year to date (2017-2018)
Business License (GMC 5.04.040)	2	1	14	8
Animal Nuisance (Odor, Noise) (GMC 6.04.100 (A,E))	0	0	0	0
Fowl, Livestock and Wild Animals (GMC 6.04.210)	1	0	2	0
Litter Accumulation (GMC 8.12.020)	4	1	38	72
Abatement of Weeds and Rubbish (GMC 8.16.010)	8	0	26	53
Unsafe Living Conditions (GMC 8.40.020)	0	0	1	0
Unlawful Property Nuisance (GMC 8.50.070)	4	1	20	5
Graffiti Abatement (GMC 9.07.060)	3	0	9	45
Abandoned Vehicles (GMC 10.36.010)	14	0	49	71
Unapproved Vehicle Covers (GMC 10.36.010)	0	0	0	3
Portable/fixed basketball goals (GMC 10.48.050)	0	0	0	9
Yard Sale Signs (GMC 12.13.010)	2	0	11	12
Tampering with Water Service (GMC 13.04.200)	0	0	0	7
Working Without Permits (GMC15.04.020)	1	1	8	22
Address Number (GMC 15.08.020 (505.1))	3	3	18	27
Illegal Garage Conversion (GMC 18.08.120, 18.08.160)	0	0	2	3
Damage Fence (GMC 18.52.125)	0	0	2	2
Parking on Front Yard Setback (GMC 18.60.035)	10	4	70	62
Landscape Maintenance Required (GMC 18.64.120)	4	2	21	23
Inspection/Complaints (No Violation Found)	0	1	4	9
Apartment Inspections	1	0	258	96
Yearly Business Inspections	2	0	57	34
Other	4	4	44	41
TOTAL	63	18	654	604

Miscellaneous	This Month	Last Month	Year to Date (2018-2019)	Year to date (2017-2018)
Visitors	97	128	785	617
Public Relations	1	2	9	13
School Visits	0	1	9	1

CALLS FOR SERVICE January, 2018

INCIDENT TYPE	This Month	Last Month	Year to Date (2018-2019)	Year to date (2017-2018)
Medical	29	29	199	204
Structure Fire	0	0	0	0
Cooking Fire	0	0	1	4
Trash or Rubbish Fire	0	0	2	7
Vehicle Fire	0	0	2	1
Grass/Vegetation Fire	0	0	0	2
Other Fire	2	1	3	2
Motor Vehicle Accidents with Injuries	2	2	15	21
Motor Vehicle Accidents No Injuries	3	2	18	14
Motor Vehicle/Pedestrian Accident	0	1	4	0
Hazardous Materials Spill/Release	0	1	3	1
Hazardous Condition Other	4	0	14	4
Water Problem/Leak	0	0	8	4
Animal Problem / Rescue	1	0	1	0
Search / Rescue	0	0	1	0
Public Assistance	3	4	22	11
Police Matter/Assistance	0	0	4	0
Illegal Burn	0	0	0	0
Smoke/CO Detector/Fire Alarm Activation	1	0	10	9
Dispatch and Canceled En-route	3	5	27	16
False Alarm	0	0	5	10
TOTAL	48	45	339	310

Additional Information

STAFFING: 1 Public Safety Director (Police/Fire Chief)
3 Fire Captains
1 Permit Tech/Firefighter
5 Paid Call Firefighters 7 Positions Vacant
3 Reserve Firefighters

Special Coverage:

Paid Call Firefighter Providing coverage on Holidays, Vacation, and Sick time due to Firefighter/Permit Technician being off.

Item # **5h 2.**

City Treasurer's Report for January and February 2019

Report in process.

This item will be available on Monday, March 25, 2019



Human Resources
 918 Obispo Street
 P.O. Box 908
 Guadalupe, CA 93434
 Ph: 805.356.3893
 Fax: 805.343.5512
 Email: villegas@ci.guadalupe.ca.us

HUMAN RESOURCES MONTHLY REPORT FEBRUARY2019

RECRUITMENT

- Police Officer

Oral board held on 2/28 with two candidates for either full-time or reserve positions. Neither candidate was offered a position.

One full-time police officer selected with a hire date of 3/04/19: Omar Ruiz.

Two candidates to be scheduled in March for either full-time or reserve position.

- Paid-Call Firefighters

One candidate to be scheduled in March for oral board.

No other candidates interviewed or pending.

- Public Works Director/City Engineer

Position was posted from 1/08/19 thru 2/28/19. Four candidates responded and all will be scheduled for oral board in late March.

- City Administrator

Position was posted 2/28/19 with a deadline date of 5/28/19.

- Finance Director

To be posted in March.

OTHER:

- Training: Employee benefits meetings scheduled for mid-March. City's dental, vision and life plans will be discussed by Steve Gray, insurance broker.

- Workers' Compensation

One new claim filed in February. The two claims filed in December remain open.

- Labor Negotiations

Tentative Agreement reached with SEIU on 2/28. A meeting with POA will be scheduled in mid-March. Draft MOU was sent to IAFF on 2/26.

- FACILITIES

Another free concert thru UCSB Arts & Lectures Series & Dunes Center was held on Saturday, 2/28, "Grupo Bello".

The first "Fireworks Forum" was held on Wednesday, 2/20, in the council chambers, 6pm to 8pm with the second forum planned for Wednesday, 3/20.

Basketball, wrestling and Police Explorers continue to use the City auditorium/gym Mondays thru Thursdays. McKenzie's basketball season will run through March.

Summary of Rentals/Usage for City Facilities & Parks

FACILITY	THIS MONTH	THIS MONTH LAST YEAR	THIS YEAR-TO-DATE (FY 18/19)	LAST YEAR-TO-DATE (FY 17/18)
Auditorium/Gym	24	21	138	148
O'Connell Park	0	0	10	9
LeRoy Park	0	0	4	12
Senior Center	1	2	14	16
City Parking Lot	0	0	5	6
Council Chambers	5	0	45	0

REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE

Agenda of March 26, 2019



Presented by:
Steve Kahn, Interim Public Works Director/ Engineer



Approved by:
Robert Perrault, Interim City Administrator

SUBJECT:

Approval of an agreement for architectural, engineering, and landscaping design services for LeRoy Park and Community Center Rehabilitation Project.

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 2019-16 approving an agreement between Andrew Goodwin Designs (AGD) and the City of Guadalupe for the architectural, engineering, and landscaping design services for the LeRoy Park and Community Center Rehabilitation Project (Project).

BACKGROUND:

The City submitted an application to the Department of Housing and Community Department (HCD) for Community Development Block Grant (CDBG) program funds in November of 2017. The City received a grant of \$4.5 million to restore/ rehabilitate Leroy Park and Community Center. The City hired the Rural Community Development Corporation of California (RCDCC) to administer the CDBG project, including procuring architectural, engineering and landscaping design services to complete the plans and specifications for Project.

The funding for this project is from the federal Department of Housing and Urban Development (HUD), so procurement must adhere to federal requirements. HUD requires that grantees use the Request for Qualifications (RFQ) method to hire architects/engineers. The RFQ is a quality based selection process and the cost for the services is not taken into account in the initial process.

Therefore, the RFQ required each proposer to submit the cost and timeline to complete the services separately. This information is used to negotiate an agreement for the services with the number one

design team. The RFQ also indicated that the City could request interviews with the highest scoring teams. Listed below is the process that was used to select the design team for this project:

- Draft RFQ was developed by RCDCC and reviewed and approved by the City Administrator. **Note:** based on the many different types of engineering and/or architecture qualifications needed for this project, and the need for competition, the RFQ indicated that a single firm or a team of multiple firms could submit a qualifications package.
- RCDCC created a contact list of credible engineering and/or architecture firms in the area who indicated that they are capable of working on the LeRoy Park project. 34 firms were identified.
- The RFQ was posted to the City’s website on January 23, 2019, and the engineering/architectural firms who indicated interest were notified via email. Additionally, the RFQ was posted on LinkedIn.
- The RFQ due date was February 22, 2019 at 5 PM.
- 5 teams submitted proposals. Jack Boyce, Tom Brandeberry, and Steve Kahn (Consultant Selection Team) scored the submitted qualifications according to the scoring criteria outlined below:

Criteria	Points
Design experience with community centers, city or municipal buildings, public parks and playgrounds.	Maximum points 35
Qualifications, background, and prior experience of the architecture and engineering team (all key team members) in performing services for similar projects.	Maximum points 20
Management, team organization and skills and experience of key staff.	Maximum points 15
Experience with public projects in working with community groups.	Maximum points 10
Demonstrated in the material submitted: vision, energy, commitment, and imagination should be evident in the submittal.	Maximum points 10
Submitted references from similar projects.	Maximum points 10
Maximum Points	100

The Consultant Selection Team met on March 1, 2019 to determine the top teams to interview. Andrew Goodwin Designs (AGD) and Ravatt & Albrecht Architects & Engineers (RA) had the two highest scoring submissions (see chart below). The cost proposals and work timelines were reviewed for both AGD and RA. Both firms had reasonable fees for the scope of work and timelines that fit into the grant requirements. It was determined to interview both teams for selection of the number one firm.

TEAMS	Jack Boyce	Tom Brandeberry	Steve Kahn	TOTALS
BMLA	83	60	89	232
AGD	87	94	82	263
RA	91	82	85	258
KBZ	80	69	71	220
IBI	79	74	80	223

DISCUSSION:

Interviews were conducted with teams from AGD and RA on March 8, 2019. The interview team consisted of Mayor Ariston Julian, Interim City Administrator Bob Perrault, Interim Public Works Director Steve Kahn, Roberto Rodriguez of the Boys and Girls Club, and Jack Boyce. The interview team decided unanimously the number one team was AGD.

The key reason AGD was selected as number one are as follows:

- ✓ AGD (as a team) had a more depth (more team members with more specializations).
- ✓ AGD had a more thorough outreach plan, particularly regarding the Spanish-speaking population.
- ✓ AGD displayed superior ability in landscape architecture, civil engineering, and energy design.
- ✓ AGD had a more thorough Project presentation and a better understanding of the overall Project.

The design process will include: workshops with the public and stakeholders to further refine the design elements; production of schematic design documents with more detailed construction cost estimates; presentation before City Council to approve final design elements in the schematic design; production of construction document; and bidding and construction administration services.

The schedule is for the construction documents to be completed by January 2020 and then call for bids. The construction would start late winter/early spring 2020 and be completed around a year later.

FISCAL IMPACT:

The City's CDBG grant (17CDBG12099) total amount is \$4.5 million. The cost of the design services from the AGD Team is \$423,590.00. This is approximately 9.5 percent of the total cost of the project and in line with percentage of design costs for similar projects. It should be noted this project will be funded on a cost reimbursement basis.

ATTACHMENTS

1. Resolution No. 2019-16
2. Agreement for Consulting Services between the City and AGD

RESOLUTION NO. 2019-16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY GUADALUPE
APPROVING AN AGREEMENT WITH ANDREW GOODWIN DESIGN FOR DESIGN AND CONSTRUCTION PHASE
SERVICES FOR THE ARCHITECTURAL, ENGINEERING, AND LANDSCAPING DESIGN SERVICES FOR LEROY PARK
AND COMMUNITY CENTER REHABILITATION PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE
AGREEMENT ON BEHALF OF THE CITY**

WHEREAS, the City of Guadalupe owns and maintains Leroy Park and Community Center; and,

WHEREAS, The City received a grant of \$4.5 million to restore/ rehabilitate Leroy Park and Community Center; and,

WHEREAS, A Request for Qualification was issued for the design and construction phase services for the restore/ rehabilitate Leroy Park and Community Center; and,

WHEREAS, through the evaluation, interview and negotiation process the Consultant Selection Team and interview panel recommended Andrew Goodwin Design for the design and construction phase services for the restore/ rehabilitate Leroy Park and Community Center.

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

SECTION 1. The attached consultant agreement with Andrew Goodwin Design is approved and the Mayor is authorized to sign the agreement on behalf of the City; and,

SECTION 2. The City Administrator is authorized to approve any necessary, unanticipated, minor amendments to the agreement consistent with the intent of the agreement including additional costs up to 15% of the agreement amount.

PASSED, APPROVED AND ADOPTED at a regular meeting on the 26th day of March 2019 by the following vote:

Motion:

AYES:

NOES:

ABSENT:

ABSTAIN:

I, Joice Earleen Raguz, City Clerk of the City of Guadalupe DO HEREBY CERTIFY that the foregoing Resolution, being C.C. **Resolution No. 2019-16**, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held March 26, 2019, and that same was approved and adopted.

ATTEST:

Joice Earleen Raguz, City Clerk

Ariston Julian, Mayor

APPROVED AS TO FORM:

Philip Sinco, City Attorney

**AGREEMENT FOR CONSULTANT SERVICES FOR THE LEROY PARK AND
COMMUNITY CENTER REHABILITATION PROJECT BETWEEN THE CITY OF
GUADALUPE AND ANDREW GOODWIN DESIGN**

This agreement for consultant services (the "**Agreement**") is made and entered into this ____ day of _____ 2019, by and between the City of Guadalupe, a municipal corporation ("**City**") and Andrew Goodwin Design, a California ("**Consultant**").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

Section 1. Term of Agreement. Subject to the provisions of Section 19 (Termination of Agreement) of this Agreement, the term of this Agreement shall be for a period of two (2) years from the date of execution of this Agreement, as first shown above. Such term may be extended upon written agreement of both parties to this Agreement.

Section 2. Scope of Services. Consultant agrees to perform the services set forth in Exhibit A (Scope of Services) and made a part of this Agreement.

Section 3. Additional Services. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in Exhibit A, unless such additional services are authorized in advance and in writing by the City Council or City Administrator of City. Consultant shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Administrator.

Section 4. Compensation and Method of Payment.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in Exhibit B (Compensation) and made a part of this Agreement.

(b) Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by subcategory), travel, materials, equipment, supplies, sub-consultant contracts and miscellaneous expenses. City shall independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement and Scope of Services. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event City disputes any charges or expenses, City shall return the original invoice to Consultant with specific items in dispute identified for correction and re-submission. All undisputed charges shall be paid in accordance with this Agreement and Scope of Services.

(c) Except as to any charges for work performed or expenses incurred by Consultant, which are disputed by City, City will cause Consultant to be paid within forty-five (45) days of receipt of Consultant's invoice.

(d) Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

(e) Consultant shall have the right to suspend services if not paid in accordance with this Agreement.

Section 5. Inspection and Final Acceptance. City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed, if the work is found to be defective or not in compliance with the defined Scope of Services. Acceptance of any of the Consultant's work by City shall not constitute a waiver of any of the provisions of this Agreement, including but not limited to, Sections 15 and 16, pertaining to indemnification and insurance, respectively. Consultant agrees to cooperate in any such inspection.

Section 6. Ownership of Documents. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement shall become the sole property of City and may be used or otherwise disposed of by City without the permission of the Consultant. Reuse of any materials outside the scope of this agreement shall be at the sole risk of the City. The Consultant retain all intellectual rights to the design and engineering produced in association with the scope of work. Reuse of these intellectual rights may be without the permission of the City. No documents produced for the expressed purposes of the scope of work may be used for anything outside of this Agreement by the Consultant.

Section 7. Consultant's Books and Records.

(a) Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently completed and detailed so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to the audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, upon reasonable

notice during regular business hours, upon written request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement. The City shall compensate the Consultant for all costs associated with providing these materials to the City.

(c) Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or destroyed due to dissolution or termination of Consultant's business, City may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

Section 8. Status of Consultant.

(a) Consultant is and shall at all times during the terms of this Agreement remain a wholly independent Consultant and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

(b) 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 City nor any elected or appointed boards, officers, officials, employees or agents of City, 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 Consultant or any of Consultant's officers, employees or agents are in any manner officials, employees or agents of City.

(c) Neither Consultant nor any of Consultant's officers, employees or agents shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

Section 9. Standard of Performance. Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

Section 10. Compliance with Applicable Laws, Permits and Licenses. Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement applicable to Consultant. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable at law or in equity as a result of any failure of Consultant to comply with this section.

Section 11. Nondiscrimination. Consultant shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, disability, marital status or sexual orientation in connection with or related to the performance of this Agreement.

Section 12. Unauthorized Aliens. Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. sections 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by City.

Section 13. Conflicts of Interest. Consultant agrees to at all times avoid conflicts of interest with the interests of the City in the performance of this Agreement.

Section 14. Confidential Information; Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Administrator, except as may be required by law.

(b) Consultant, its officers, employees, agents or subconsultants, shall not, without prior written authorization from the City Administrator or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, responses to interrogatories or other information concerning the work performed under this Agreement. A response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subconsultant of Consultant, provides any information or work product in violation of this section, then City shall have the right to reimbursement and indemnity from Consultant for any

damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub consultants 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 party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response. Consultant shall be compensated for all costs associated with complying with this section.

Section 15. Indemnification

(a) City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to Consultant or any other person for, and Consultant shall indemnify, reimburse the apportioned costs to defend, protect and hold harmless Indemnities from and against, any and all liabilities, pure economic damages, judgments, costs and expenses including reimbursement of reasonable attorney's fees and disbursements, any negligent act of Consultant arising out of the performance of services by Consultant under this Agreement.

(b) If any action or proceeding is brought against indemnities by reason of any of the matters against which Consultant has agreed to indemnify Indemnitees are provided above, Consultant, shall reimburse the apportioned costs to defend indemnitees and shall reimburse City's reasonable attorney's fees and costs as part of City's total damages as determined by a court of competent jurisdiction. In no event shall the cost to defend charged to the Consultant exceed the Consultant proportionate percentage of fault. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

(c) The provisions of this section do not apply to Claims occurring as a result of and to the extent of the City's negligence or willfully wrongful acts or omissions.

(d) City agrees to indemnify Consultant for any such neglect or willfully wrongful acts committed by City or its officers, agents or employees.

Section 16. Insurance. Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work provided by

Consultant, its agents, representatives or employees in performance of this Agreement. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver, if so approved in writing by City Administrator. Consultant agrees to provide City with copies of required policies upon request.

Consultant shall provide the following scope and limits of insurance:

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

(1) Insurance Services Office Form Commercial General liability coverage (Occurrence Form CG 0001).

(2) Insurance Services Office Form No. CA 0001 covering Automobile Liability, including code 1"any auto" and endorsement CA 0025, or equivalent forms subject to written approval of City.

(3) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers' Liability insurance and covering all persons providing services on behalf of the Consultant and all risks to such persons under this Agreement.

(4) Errors and omission liability insurance appropriate to the Consultant's profession.

B. Minimum Limits of Insurance: Consultant shall maintain limits of insurance no less than:

(1) General Liability: \$1,000,000 general aggregate for bodily injury, personal injury and property damage.

(2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employer's Liability limits of \$1,000,000 per accident.

(4) Errors and Omissions Liability \$1,000,000 per claim.

C. Other Provisions: Insurance policies required by this Agreement shall contain the following provisions:

(1) All Policies: Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be, canceled by the insurer or other party to this

agreement, except after thirty (300 days' prior written notice by mail, requested has been given to City.

(2) General Liability and Automobile Liability Coverages.

(a) City and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and its respective elected and appointed officers, officials or employees.

(b) Consultant's insurance coverage shall be primary insurance with respect to City, and its respective elected and appointed officers, officials, employees and volunteers. Any insurance or self-insurance maintained by City, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Consultant's insurance.

(c) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(d) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, and its respective elected and appointed officers, officials, employees or volunteers.

(3) Workers' Compensation and Employer's Liability Coverage.

Unless the City Administrator otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Consultant.

D. Other Requirements: Consultant agrees to deposit with City, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy City that the insurance provisions of this Agreement have been met. The City Attorney may require that Consultant furnish City with copies of original endorsements affecting coverage required by this section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies at any time.

(1) Consultant shall furnish certificates and endorsements from each sub consultant identical to those Consultant provides.

(2) Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

(3) The procuring of such required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

Section 17. Assignment. The expertise and experience of Consultant are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant under the Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement, entitling City to any and all remedies at law or in equity, including summary termination of this Agreement. City acknowledges, however, that Consultant, in the performance of its duties pursuant to this Agreement, may utilize sub consultants.

Section 18. Continuity of Personnel. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff assigned to perform the services required under this Agreement, prior to any such performance.

Section 19. Termination of Agreement.

(a) City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days' written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.

(b) Consultant may terminate this Agreement at any time upon thirty (30) days' written notice of termination to City.

(c) If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant or City may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Consultant or City, all property belonging exclusively to City which is in Consultant's possession shall be returned to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in Section 4 of this Agreement.

This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 of this Agreement.

Section 20. Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default and may terminate this Agreement immediately by written notice to Consultant.

Section 21. Excusable Delays. Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of the City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

Section 22. Cooperation by City. All public information, data, reports and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in Exhibit A, shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

Section 23. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or United States mail, postage prepaid, addressed as follows:

To City: Public Works Director
 City of Guadalupe
 918 Obispo Street
 Guadalupe, CA 93434

To Consultant: Andrew Goodwin Design
 2050 Parker Street
 San Luis Obispo, CA 93401
 Attn: Andrew Goodwin

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

Section 24. Authority to Execute. The person or persons executing this Agreement on behalf of the Consultant represents and warrants that they have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

Section 25. Binding Effect. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

Section 26. Modification of Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

Section 27. Waiver. Waiver by any party to this Agreement of any term, condition or covenant of this Agreement shall not constitute a waiver of any other term, condition or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any provisions of this Agreement.

Section 28. Law to Govern; Venue. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Santa Barbara. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

Section 29. Attorney's Fees, Costs and Expenses. In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to any award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

Section 30. Entire Agreement. This Agreement, including the attached exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

Section 31. Severability. If a term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

Section 32. Preparation of Agreement. This Agreement is the product of negotiation and preparation by and among the parties and their respective attorneys. The parties, therefore, expressly acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one party or another, or any party's attorney, and will be construed accordingly.

CITY:

CITY OF GUADALUPE

By: _____
Ariston Julian, Mayor

APPROVED AS TO FORM:

By: _____
Philip Sinco, City Attorney

CONSULTANT:

By: _____

Title: _____

By: _____

Title: _____

LeRoy Park and Community Center Rehabilitation Project

Exhibit A Scope of Work & Schedule

Project Schedule						
#	TASK	WHO IS INVOLVED (# of employees in parenthesis)	Scope	TIME	DELIVERABLES	
1	Kickoff Meeting	ALL	1. Hold kick-off meeting with all consultants, RCDDC members, city council staff, and any key stakeholders agreed upon by RCDDC and City Council.	1 day		
2	Site Analysis	Architecture (1-2) Civil Engineering (1-2) Landscape Architect (1-2) Surveyor (part of Civil) (2-3) Electrical Engineer (1)	1. Site walk with all disciplines. 2. As-Built measurements and verification of park and building. 3. Site Survey by civil engineers. 4. Site survey of existing utilities (power, gas, sewer, water, data, communications).	2 weeks		
3	Facility Programming	Architecture (1-2) Structural Engineering (1-2) Civil Engineering (1-2) Landscape Architect (1-2) Energy Consultant (1) Mechanical Engineer (1)	1. Analysis of Existing Program from Grant Document. 2. Analysis of Boys and Girls Club Needs. 3. Analysis of City of Guadalupe Needs. 4. Analysis of potential other non-profit/community users. 5. Interviews and meetings of community groups and stakeholders.	4 weeks	1. Program Document	
4	Schematic Design	Architecture (1-3) Structural Engineering (1-3) Civil Engineering (1-3) Landscape Architect (1-3) Cost Estimator (1)	1. Architectural Plans to include: floor plan, roof plan, exterior elevations, 3D views. 2. Structural plans to include: foundation plan, framing plan. 3. Civil plans to include: site plan, grading plan. 4. Landscape plan to include: site plan with park equipment, planting plan. 5. Cost Estimator to review plans.	4 weeks	1. Schematic Design Set 2. Cost Estimate	
5	Stakeholder's	Architecture (2) Civil Engineering (1) Landscape Architect (1) Energy Consultant (1)	1. Hold Community Stakeholder's Meeting for review of Schematic Design. 2. Report back on the findings from the meeting.	1 week	1. Presentation Boards	
6	Design Development	Architecture (1-3) Civil Engineering (1-3) Landscape Architect (1-3) Structural Engineering (1-3) Electrical Engineer (1-3) Mechanical Engineer (1-3)	1. Architectural Plans to include: floor plan, roof plan, exterior elevations, sections, door and window schedules, material plans (int and ext), 3D views. 2. Structural plans to include: foundation plan, framing plan. 3. Civil plans to include: site plan, grading plan, rainwater and greywater design. 4. Landscape plan to include: site plan with park equipment, planting plan, irrigation plans. 5. Electrical plans to include: power and lighting plans, site lighting plans, site power plans. 6. Mechanical plans to include: HVAC plans, plumbing waste and vent plans, plumbing water and gas plans. Cost Estimator to review plans.	4 weeks	1. Design Development Set 2. Cost Estimate	
7	City Council Meeting	Architecture (2) Civil Engineering (1) Landscape Architect (1) Energy Consultant (1)	Present design package from Design Development to City Council for approval. Include recent cost estimates.	1 week		
8	Construction	Architecture (3-5)	1. Produce 30% construction document set for review and approval by internal team. Share with RCDDC and City Council officials. 2. Produce 90% construction document set for internal QA. 3. Produce Final construction document set for permit submittal. 4. Produce specifications binder for review by RCDDC and City Council officials. 5. Produce final Cost Estimate.	8 weeks	1. Construction Document set	
9	(30%, 90%, Final)	Civil Engineering (2-4) Landscape Architect (2-4) Structural Engineering (2-4) Electrical Engineer (1-3) Mechanical Engineer (1-3) Energy Consultant (1-3) Cost Estimator (1)			2. Specifications Binder	
10	Permit Submittal	Architecture (1)			1 day	
11	Plan Check	ALL			4 months	
12	Bidding and			N/A	1 month	N/A
13	Construction	ALL		10-12	1. Submittal Review Log	
14	Record	ALL as needed		2 weeks	1. Record Drawing	
Tasks 1-9		Approximately 24 weeks (6 months)				
Tasks 10-11		Approximately 18 weeks (4 months)				
Tasks 12-14		Approximately 14 months				


LeRoy Park and Community Center Rehabilitation Project

Exhibit B

Fee Schedule

EXHIBIT B - Budget Estimate Based on Schedule				
#	TASK	WHO IS INVOLVED (# of employees in	FEE ESTIMATE	DELIVERABLES
1	Kickoff Meeting	ALL	Included	
2	Site Analysis	Architecture (1-2)	\$ 55,686.00	1. Site Analysis Report
		Civil Engineering (1-2)		(report on the condition of the building/site and systems)
		Structural Engineer (1-2)		
		Landscape Architect (1-2)		
		Surveyor [part of Civil] (2-3)		
		Mechanical Engineer (1)		
		Electrical Engineer (1)		
3	Facility Programming	Architecture (1-2)	\$ 26,800.00	1. Program Document
	Stakeholder's Meeting	Structural Engineering (1-2)		(document community needs, stakeholder needs, and program spaces to be included in design)
		Civil Engineering (1-2)		
		Landscape Architect (1-2)		
4	Schematic Design	Architecture (1-3)	\$ 38,256.00	1. Schematic Design Set
		Structural Engineering (1-3)		2. Cost Estimate
		Civil Engineering (1-3)		
		Landscape Architect (1-3)		
		Cost Estimator (1)		
5	Stakeholder's Meeting	Architecture (2)	\$ 2,306.00	1. Presentation Boards
		Civil Engineering (1)		
		Landscape Architect (1)		
		Energy Consultant (1)		
6	Design Development	Architecture (1-3)	\$ 77,384.00	1. Design Deveopment Set
		Civil Engineering (1-3)		2. Cost Estimate
		Landscape Architect (1-3)		
		Structural Engineering (1-3)		
		Electrical Engineer (1-3)		
		Mechanical Engineer (1-3)		
7	City Council Meeting	Architecture (2)	\$ 8,306.00	
		Civil Engineering (1)		
		Landscape Architect (1)		
		Energy Consultant (1)		
8	Construction Documents	Architecture (3-5)	\$ 150,432.00	1. Construction Document set
9	(30%,90%,Final Reviews)	Civil Engineering (2-4)		2. Specifications Binder
		Landscape Architect (2-4)		
		Structural Engineering (2-4)		
		Electrical Engineer (1-3)		
		Mechanical Engineer (1-3)		
		Energy Consultant (1-3)		
		Cost Estimator (1)		
10	Permit Submittal	Architecture (1)		1. Full Contract Set for Submittal
11	Plan Check	ALL		
12	Bidding	-	N/A	N/A
13	Construction Admin.	Architecture (1)	\$ 47,340.00	1. Submittal Review Log
		Civil Engineering (1)		
		Landscape Architect (1)		
		Structural Engineering (1)		
		Electrical Engineer (1)		
		Mechanical Engineer (1)		
14	Record Plans	ALL as needed	\$ 11,300.00	1. Record Drawings
		Tasks Subtotal	\$ 415,590.00	
		Reimbursables	\$ 8,000.00	
		Total	\$ 423,590.00	

REPORT TO CITY COUNCIL
Council Agenda of March 26, 2019



Prepared by:

Amelia M. Villegas, HR



Approved by:

Robert Perrault, Interim City Administrator

SUBJECT: Continued Support of Guadalupe Library

BACKGROUND:

At the March 12, 2019 City Council meeting, staff presented an update regarding funding to support the monthly rent for the Guadalupe Library. The current funding from the Santa Barbara County Board of Supervisors will be depleted as of June 30, 2019. Several options were given for Council's review in support of the Library after June 30, 2019. Staff also mentioned that although the Board of Supervisors provided special allocations for the Library in FY 17/18 and FY 18/19, there was no guarantee that extra funds would be available for similar allocations this coming fiscal year.

Mayor Julian suggested the City continue to use "Pasadera development fees" which were allocated to the Library, Fund 28, and directed staff to report back on the current balance of that fund.

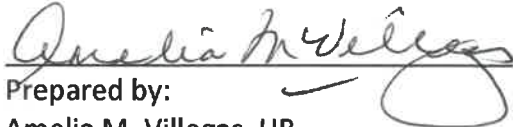
DISCUSSION:


During the fiscal year, the fund received \$7,800 in development fees. With that amount added to a previous cash balance, there is \$10,051 in the Library Fund as of March 18, 2019. A further recap of additional incoming fees has not yet been completed. However, the fund is in the positive. After the two-year lease expired on December 1, 2018, the owner placed the rent on a month to month basis. The current rent amount is approximately \$1,950 per month. With Fund 28 in the positive the balance would be sufficient to support the rent of the Library for a period of 5 months.

RECOMMENDATION:

It is recommended staff be directed to use the remaining balance in Fund 28 to support the Library during the budget process and continue review other options for the funding of the library including requesting assistance from the Board of Supervisors.

REPORT TO CITY COUNCIL
Council Agenda of March 26, 2019


Prepared by:
Amelia M. Villegas, HR


Approved by:
Robert Perrault, Interim City Administrator

SUBJECT: Adoption of Memorandum of Understanding with Service Employees International Union, Local 620, for 2018-2019

RECOMMENDATION:

That the City Council approve Resolution No. 2019-17 adopting Memorandum of Understanding with Service Employees International Union, Local 620, for 2018-2019.

BACKGROUND:

The prior memorandum of understanding between the City and the SEIU expired on June 30, 2018. The City and SEIU negotiating teams have been meeting for many months in an attempt to reach agreement on a new memorandum of understanding.

Representatives of the Service Employees International Union, Local 620, and the City's negotiating team have tentatively agreed on terms for the MOU covering that unit. The items agreed upon are as follows:

1. Term of Agreement – One Year – July 1, 2018 thru June 30, 2019;
2. 1.5% COLA retroactive to July 1, 2018;
3. One additional "City recognized holiday" to be taken the day after Christmas;
4. Vacation Cash-Out changes: In the prior MOU an employee could cash out vacation hours "not more frequently than six times during the term of this MOU", (two year-term), and "employees may cash out up to forty hours vacation leave per request". The cash out could not occur sooner than two months after a prior similar cash and it was required that the employee have a minimum balance of 40 hours of accrued vacation after the cash out occurred.

The new language states that an employee can cash out up to forty hours no more than two times during the term of the MOU, (one year). Those two eligible times to cash out are once during the period July 1 through December 31 and once during the period January 1 through June 30. The requirement of having at least a 40 hour balance after cash out was eliminated;

5. Change in dues/service fee language

On June 27, 2018 a Supreme Court decision (Janus vs AFCME) eliminated the requirement that employees who chose not to become a member of a union must pay service fees, which were comparable to union dues. The "service fee" language was eliminated.

6. Quarterly Labor-Management meetings

ATTACHMENTS:

Resolution No. 2019-17
2018-2019 Memorandum of Understanding

RESOLUTION NO. 2019-17

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUADALUPE
ADOPTING A MEMORANDUM OF UNDERSTANDING WITH
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 620**

WHEREAS, Service Employees International Union Local 620 (“SEIU”) is the recognized employee representative for employees in the general employees representation unit; and

WHEREAS, the City of Guadalupe and SEIU were signatories to a 2016-2018 Memorandum of Understanding (MOU) which expired on June 30, 2018; and

WHEREAS, the City and SEIU have reached tentative agreement on all issues;

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

SECTION 1. The City Council hereby approves the Memorandum of Understanding for 2018-2019 attached hereto as Exhibit 1 and incorporated herein by reference and authorizes the Mayor to execute the Memorandum of Understanding on behalf of the City.

SECTION 2. If any provision or any part of a provision of this resolution shall be finally determined to be invalid, illegal, or otherwise unenforceable, such determination shall not impair or otherwise affect the validity, legality or enforceability of the remaining provisions or parts of provisions of this resolution, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED at a regular meeting on the 26th day of March, 2019 by the following vote:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAIN:

I, Joice Earleen Raguz, City Clerk of the City of Guadalupe, **DO HEREBY CERTIFY** that the foregoing Resolution, being **Resolution No. 2019-17**, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held March 26, 2019, and that same was approved and adopted.

ATTEST:

Joice Earleen Raguz, City Clerk

Ariston Julian, Mayor

MEMORANDUM OF UNDERSTANDING

BETWEEN

**SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 620
Guadalupe Chapter**

AND

THE CITY OF GUADALUPE

July 1, 2018 through June 30, 2019

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The Parties have met and conferred in good faith regarding employment terms and conditions for the employees comprising the General Employees and Confidential and Supervisors Units, and, having reached agreement, as herein set forth, submit this memorandum of understanding to the City Council, with joint recommendation that the Council adopt the terms and conditions and take such other additional action as may be necessary to implement its provisions.

ARTICLE 1. TERM OF MEMORANDUM

The term of this Memorandum of Understanding ("MOU") shall be from July 1, 2018, until June 30, 2019.

ARTICLE 2. RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for all permanent classifications in the General Employees representation unit. This recognition is exclusive of management, supervisor, confidential, and temporary employees.

Additionally, the City recognizes the Union as the sole and exclusive representative for all permanent classifications in the Confidential and Supervisors Unit. Although in a separate unit from the General Unit, the Confidential and Supervisors Unit shall be governed by the same Memorandum of Understanding.

ARTICLE 3. NONDISCRIMINATION

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without discrimination because of race, color, gender, sexual orientation, disability, age, national origin, religion, Union membership, or lack of Union membership, or any other basis protected under federal, state, or local law.

Employees may elect to exercise their right to join and participate in the activities of the Union for purposes of representation in all matter of their working conditions and employee-employee relations. The parties agree that there shall be no restraint, coercion, or interference with any employee with respect to or because of the employee's membership in the Union. The City and the Union agree that each employee shall be treated equally, fairly, and with dignity and respect.

The Union and the City agree that there shall be no discrimination within their respective organizations because of race, creed, gender, sexual orientation, color, national origin, age, disability, religious affiliation, political belief, Union membership, lack of Union membership, or any other basis protected under federal, state, or local law.

Discrimination complaints based on Union membership and/or activity shall be subject to the grievance procedure and arbitration.

ARTICLE 4. MANAGEMENT RIGHTS

The City expressly retains its authority under federal, state, and municipal law and exclusively retains its management rights, which include, but are not necessarily limited to, the right to:

- determine the mission of its constituent departments, commissions, boards; set standards of service to the public;
- establish the standards of selection for employment and promotions;
- direct its employees and establish work assignments and schedules;
- determine the methods and means to relieve its employees from duty because of lack of work or other lawful reasons;
- maintain the efficiency of governmental operations and determine the methods, means and personnel by which government operations are to be conducted;
- determine methods of financing;
- determine types of City-issued equipment to be used and exercise discretion over its facilities, technology, and organizational structure; and
- determine the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions.

The City agrees to communicate with the Union before implementing any decisions to contract out or transfer work out of the bargaining unit, which result in layoff, reduction in hours, or other direct impacts on wages, hours or terms and conditions of employment to the extent such terms and conditions are within the scope of representation. Upon request, the City shall negotiate the decision and the impact of such decision on employee's terms and conditions of employment; the subject of such bargaining shall include the reasons, the expected financial impact and the anticipated impact on the quality of services provided.

ARTICLE 5. UNION RIGHTS

5.1 Representation; Stewards

A. With respect to the meet-and-confer process, up to three (3) employees may serve as Union representatives and shall be allowed to meet with City representatives on City time during their normal working hours for the purpose of meeting and conferring in good faith without loss of pay or any benefits.

B. The City shall provide, at no cost to the Union, a copy of each City Council agenda. By being provided the agenda, the Union acknowledges the City has met its obligation of notification of matters or issues within the scope of representation on the Council Agenda.

C. The City authorizes the Guadalupe Chapter of the Service Employees International Union to appoint up to three (3) "Union Stewards" and one (1) alternate, any of whom may represent an employee subject to the grievance procedure of this MOU as provided in Article 7.

The Union shall provide the City Administrator with a list of all authorized Union stewards, and the list shall be kept current.

An employee who files a grievance and/or his/her Union Steward representative may, when and to the extent necessary, participate on City time, without loss of compensation, in the investigation and processing of a grievance as provided for in Article 7, upon notification and approval of the immediate supervisor or his/her designee. The City Administrator shall approve employee and/or Union Steward in investigating and processing a grievance on City time, when and to the extent necessary, and not unreasonably withhold approval if such steward duties will in no event adversely affect the operational, security, or safety requirements of the City.

5.2 Use of City Facilities; Bulletin Boards

A. The Union may, with prior approval of the City Administrator, be granted the use of City facilities for Union business meetings of City employees, provided space is available. No use fee will be charged.

B. The City will furnish, for the use of the Union, reasonable bulletin board space at reasonable locations. Such bulletin board space shall be used for:

- Union recreational, social, and related news bulletins;
- Scheduled Union meetings;
- Information concerning Union elections or the results thereof;
- Reports of official business of the Union, including reports of committees or the Board of Directors.

Material shall clearly state that it is prepared and authorized by the Union.

Union agrees that notices posted on City bulletin boards shall not contain anything that may reasonably be construed as maligning the City or its representatives.

C. A duly authorized representative of the Union shall be permitted to enter the City's work locations for the purpose of conducting business within the scope of representation. The Union representative's visit shall not interfere with the operations of the facilities and may not interfere with or take an employee away from his/her work. The Union representative may have access to City work locations provided that the Union representative advises the Department Manager or designee immediately upon entering or accessing the City work location.

5.3 Dues Deduction

A. The City agrees to deduct dues bi-weekly and remit them to the Union, as approved by the Union Board of Directors and authorized in writing by the individual employees concerned, on forms currently accepted by the City and the Union for such deductions.

B. The City agrees to provide the Union the name and deduction status of all unit employees each pay period for which deductions are made. The report shall include employees hired/transferred into or out of the unit, as well as those on leaves of absence.

C. Members of the Union may cancel membership and dues only during the last pay period in the month of June. Cancellation must be requested in writing two weeks prior to the last pay period in June. Such cancellation is to be submitted to the Union and to the City during this specified period.

D. Hold Harmless. The Union agrees to indemnify, defend, and hold harmless the City and its officers, employees, and agents against all claims, proceedings, and liabilities arising, directly or indirectly, out of any actions taken or not taken by or on behalf of the City under this Article.

ARTICLE 6. DISCIPLINARY ACTIONS, NOTICE, AND APPEALS

A. Actions. Disciplinary actions may range from informal conversations to formal discharge, with the objective of reinforcing or shaping employee behavior in a direction that is reasonable and necessary for actualizing agency goals. Such actions are therefore corrective rather than punitive, progressively more severe if necessary to further reinforce the objective, and fit the nature of the problem.

1. Counseling

If an employee's performance or conduct is unsatisfactory or needs improvement, the employee's lead or immediate supervisor ordinarily shall provide informal oral or written counseling. Counseling will be conducted in private, and should address performance or conduct which, if not modified, may result in further disciplinary action. When appropriate, an employee should be verbally counseled about her/his performance or conduct prior to receiving a written counseling memo or reprimand or other disciplinary action.

2. Letter of Concern or Written Reprimand

If an employee's performance or conduct fails to improve after counseling by the employee's supervisor, the supervisor ordinarily will prepare a report of the unfavorable performance or conduct, including specific suggestions for corrective action as appropriate. The report shall be placed in an employee's personnel file. Nothing in this section shall impair the right of the City to impose more severe discipline without a report of unfavorable performance or conduct when extraordinary circumstances

warrant such action. The Union may request, and/or the City may elect to remove such written disciplinary action from the employee's file after an appropriate length of time. No such report shall be issued unless made and presented within fifteen working days of management's knowledge of the incident or occurrence.

3. Suspension

When circumstances warrant, an employee may be placed on administrative leave with pay by the City with or, when appropriate, without prior counseling or an unfavorable performance or conduct report and without a prior hearing. In such event the City shall thereafter issue a Notice of Disciplinary Action as set forth below, and the employee shall be entitled to challenge that action as provided for in this MOU.

B. Notice of Disciplinary Action. Notice of a proposed or recommended disciplinary action for all disciplinary actions, except counseling and reprimand, shall be served on the employee in person or by certified mail. The notice shall include:

1. A statement of the nature of the disciplinary action;
2. The proposed effective date of the action, and a date by which the employee must schedule an informal (Skelly) hearing with the appointing authority;
3. A statement of the reasons for the proposed disciplinary action;
4. A statement of alleged facts in ordinary and concise language of the acts or omissions upon which the charges are based; and
5. A statement advising the employee of their right to appeal and the right to Union representation during such appeal.

Employees represented by Local 620 receiving a "Notice of Proposed or Recommended Disciplinary Action" under this MOU or the City of Guadalupe Personnel Manual shall have the right to Union representation if he/she so chooses. The City agrees to send copies of all disciplinary notices for represented employees to the Union by Facsimile (FAX) and U.S. Mail at:

(805) 963-8341 (FAX)
Local 620, Service Employees' International Union
350 S. Hope Ave, Ste. A-103 Santa Barbara, CA 93105

In cases involving suspension, demotion, or discharge, the City Administrator shall appoint a hearing officer to conduct an administrative review hearing regarding the merits of the proposed discipline. The City Administrator may assign her/himself, a disinterested manager, or other person as hearing officer. Probationary new hires shall not be entitled to a hearing regarding the imposition of discipline. After the hearing, the Hearing Officer may either affirm or modify the proposed disciplinary action. Notice of the determination of the Hearing Officer review shall be delivered to the employee and the Union in person or via certified U.S. mail.

Nothing in this Article shall preclude an employee and the City Administrator from informal discussions and/or settlements prior to the date of the hearing.

C. Appeals. Appeals from discipline and discharge of unit employees represented by S.E.I.U. Local 620 only, shall be processed exclusively in accordance with this modified appeal procedure. The provisions of this Article apply only to employees represented by S.E.I.U. Local 620 and supersede any conflicting practices or provisions contained in the Personnel Policy Manual of the City of Guadalupe.

For the purpose of this MOU and as applied to S.E.I.U. represented employees only, if the employee is not satisfied with the written decision of the City Administrator in a disciplinary action, the employee or the Union may file an appeal pursuant to Article 7, Grievance, of this Memorandum of Understanding beginning at Step 4 of that Article.

ARTICLE 7. GRIEVANCES/DISPUTES

A. Defined. Grievances shall be defined as an alleged violation of this MOU or dispute regarding interpretations, application, or enforcement of this MOU, City ordinances, rules, regulations, resolutions, and written policies related to personnel policies and working conditions, directions of supervisors and disciplinary actions. Grievances shall not include disagreements, disputes, or activities regarding or pertaining to examinations for employment or promotion or probationary terminations.

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. No act or activity which may be grievable may be considered for resolution unless a grievance is filed in accordance with the procedure contained herein within thirty (30) working days of the date the grievable activity occurred or the date the employee could reasonably have known such activity occurred.

The time limitations for filing and responding to grievances may be waived or extended by mutual agreement of the parties.

B. Representation. The Union agrees that whenever investigation or processing of a grievance is to be transacted during working hours, only the amount of time necessary to bring about a prompt disposition of the matter will be utilized. At the City's discretion, time spent by City employees on the investigation and processing of grievances will be recorded on a form provided by management.

Stewards will be permitted reasonable time off with pay for the investigation and processing of grievances after first obtaining permission from his/her Department Head. Such permission will be granted promptly unless such absence would cause an undue interruption of work.

Upon entering a work location, the Steward shall inform the appropriate Department Head and supervisor of the nature of his/her business. An employee pursuing a grievance shall be granted permission to leave the job unless such absence would cause an undue interruption of work. If the employee cannot be made available, the Steward will be immediately informed when the employee will be made available.

If either party to the grievance so requests, an informal hearing shall be conducted at the Department Head or City Administrator appeal levels. Employees may be represented by counselor or other person at any stage in the grievance process.

C. Steps. The parties agree that all grievances will be processed in accordance with the following procedure.

1. Step One -Informal

Any employee who has a grievance shall first try to get it settled through discussion with his/her immediate supervisor without undue delay. Every effort shall be made to find an acceptable solution at the lowest possible level of supervision. After due deliberation, the immediate supervisor shall deliver their response promptly.

2. Step Two -Formal

If after such discussion the employee does not believe the grievance has been satisfactorily resolved, he/she may file a formal appeal in writing to his/her Department Head within ten (10) working days after receiving the informal decision of his/her immediate supervisor.

The Department Head receiving the formal appeal shall render his/her written decision and comment to the employee within ten (10) working days after receiving the appeal.

3. Step Three

If, within ten (10) working days after receipt of the written decision of the Department Head the employee is still dissatisfied, he or she may appeal directly to the City Administrator. The City Administrator shall review information provided by the employee and the decision of the Department Head. The City Administrator shall render his/her decision within ten (10) working days after the appeal is filed. Except as provided under Step Four, below, the City Administrator's decision shall be considered final.

4. Step Four

a. Request for Review By Personnel Commission

If the grievant is not satisfied with the decision at Step Three, he/she may, within ten (10) working days after the decision of the City Administrator is received, and with the concurrence of the Union, submit a request in writing to the City to proceed to Review by the Personnel Commission. The Union shall have the right to invoke this procedure on behalf of a class of employees. In the event the Union determines there is no violation or the proposed settlement is just, the Union is under no obligation to represent a grievant beyond Step Three of this procedure. Review by the Personnel Commission shall be conducted in accordance with the rules and procedures delineated in this Article.

b. Selection of Personnel Commission

The Personnel Commission shall be appointed for each grievance and shall consist of a member appointed by the City Administrator, a member appointed by the Union and a member mutually agreed upon by the City and the Union.

Unless the parties agree otherwise, a hearing shall be commenced no later than twenty eight (28) days from selection of the Personnel Commission. An independent Hearing Officer selected by mutual consent of the City and the Union shall preside over the hearing. However, the Hearing Officer shall not participate in the final determination or deliberations of the Personnel Commission.

c. Personnel Commission's Authority

Those issues which directly relate to alleged violations of this Memorandum of Understanding or City ordinances, resolutions and written policies related to personnel policies and working conditions shall be subject to review by the Personnel Commission. In addition, matters for which a separate and comprehensive administrative process is available that provides a remedy no less complete than that provided in a review by the Personnel Commission are not within the scope of this procedure. Examples of such comprehensive processes are: discrimination complaints covered by EEOC or DFEH, safety complaints under Cal OSHA and OSHA, and workers' compensation matters. Neither the Personnel Commission nor the Hearing Officer will have any power to add to, subtract from, or modify the terms of this Memorandum of Understanding, City Ordinances, or the written policies, rules, regulations or procedures of the City. The Hearing Officer, however, may, in the course of determining the questions properly submitted to him/her, consider arguments and evidence based on external law.

d. Submission Agreement/Questions Regarding Review by the Personnel Commission

If the parties cannot agree upon a submission agreement, the Hearing Officer shall determine the issues by referring to the written grievance and the answers at each step. If any question arises as to the reviewability of the grievance, such question shall be ruled upon by the Hearing Officer prior to hearing the merits of the grievance.

e. Hearing Procedure

Except as indicated in this Article, the hearing shall be conducted in accordance with the California Code of Civil Procedure and the California Evidence Code. In addition, the Hearing Officer may allow the admission of hearsay evidence in the interest of justice. The hearing shall be conducted in private unless a public hearing is requested by the employee or the City.

f. Decision

After a hearing and an opportunity to present such closing arguments as may be appropriate, the matter shall be submitted to the Personnel Commission for deliberation. The Personnel Commission will make a reasonable effort to issue its

decision within fourteen (14) days after the conclusion of the hearing. The decision shall be in writing and set forth the Personnel Commission's findings of fact, reasoning and conclusions on the issues submitted. The decision shall be final and binding on the parties.

g. Costs

All costs for the services of the Hearing Officer, including, but not limited to, per diem expenses, travel and subsistence shall be shared equally by the parties. Any cost incurred to obtain the use of a hearing room shall be borne by the City. All other costs shall be borne by the party incurring them.

D. General Grievances. Grievances which are general in character and which involve interpretation or application of this MOU or City policies or which involve matters requiring resolution outside the authority of the employee's Department Head shall be filed directly with the City Administrator who shall provide a written response within ten (10) working days.

An employee may appeal the response of the City Administrator. The employee's appeal shall be handled in accordance with the procedures beginning in step three above.

E. Disputes or complaints regarding open competitive or promotional examinations for employment shall be processed in accordance with the policy adopted by the City Administrator. The City shall consult with the Union prior to adopting or amending such policy.

F. Disputes or complaints regarding performance appraisals shall first be discussed with the individual who made the appraisal. An employee dissatisfied with the appraiser's response may discuss his/her complaint with the individual at the next higher level of supervision whose decision shall be final. An employee may be represented by counsel or other individual during these discussions.

ARTICLE 8. WAGES

8.1 Salaries/Wages

A. Effective July 1, 2018, salaries/wages for SEIU positions shall be increased by 1.5% over the pay ranges in effect on June 30, 2018.

B. Ranges established for this unit are maintained in Human Resources.

C. Hazard Pay. Employees represented by SEIU Local 620 who work in recognized safety-related departments shall receive a 2.5% hazard pay allowance. This allowance applies to the following classifications: Community Services Technician (a.k.a. Community Services Officer) and Firefighter Driver/Operator.

8.2 Advancement in Salary (Step Increases)

The salary range as set forth for each classification is divided into steps that shall be interpreted and applied as outlined in this Article. Salary Step increases as provided herein are not automatic but based on performance and merit. Employees shall be placed on the step and qualify for increase in compensation for advancement to the next higher step of the pay ranges in the manner following:

- A. The first step, Step A, is the minimum rate and typifies the hiring rate.
- B. The second step, Step B, is granted to employees after completion of the probationary period. The adjustment shall be recommended by an employee's supervisor and subject to the approval of the City Administrator or his/her designee.
- C. The third step, Step C, shall be granted to an employee who has proven qualified in a given classification for one (1) full additional year from granting of the previous Step increase if and when recommended by an employee's supervisor and subject to the approval of the City Administrator or his/her designee.
- D. The fourth step, Step D, shall be granted to an employee who has proven satisfactory performance in a given classification for one (1) full additional year by an employee's supervisor and with the approval of the City Administrator or his/her designee.
- E. The fifth step, Step E, shall be granted to an employee who demonstrates satisfactory performance and continued growth in a given classification for one (1) full additional year by an employee's supervisor and with the approval of the City Administrator or his/her designee.
- F. The first longevity step, Step L1, shall be granted to an employee who demonstrates satisfactory performance after three (3) full additional years beyond Step E, by an employee's supervisor and with the approval of the City Administrator or his/her designee.
- G. The second longevity step, Step L2, shall be granted to an employee who demonstrates satisfactory performance after two (2) full additional years beyond Step L1, by an employee's supervisor and with the approval of the City Administrator or his/her designee.
- H. A performance report on each employee recommended for salary advancement shall be prepared and submitted by an employee's supervisor to the City Administrator prior to final action on such recommendation at each Step.
- I. An employee shall be evaluated annually by his/her employee's supervisor and Department Director, if any.

8.3 Reimbursements

All unit employees shall be reimbursed for the cost of licenses or certificates required to perform their duties under the following conditions:

- Licenses and certificates must be required by federal, state or city personnel policies or by class specifications, or other required renewal or testing. Fees for California drivers' licenses shall not be reimbursed under this provision.
- Reimbursement shall only apply to fees paid by the employee during the calendar year in which it is sought.

8.4 Shift Differential

A. Weekday differential. The City shall pay \$1.30 per hour additional wages for each hour worked when a majority of the hours worked on a shift are worked between 6:00 p.m. and 8:00 a.m., providing such working assignment has been assigned/approved by the Department Director and/or City Administrator.

B. Weekend differential. The City shall pay \$1.50 per hour additional wages for each hour worked when a majority of the hours worked on a shift are worked between 6:00 p.m. and 8:00 a.m., providing such working assignment has been assigned/approved by the Department Director and/or City Administrator.

ARTICLE 9. NO STRIKE/NO LOCKOUT

The Union agrees that during the term of this Memorandum of Understanding, neither the Union nor the employees it represents will engage in, encourage, sanction, support, or suggest strikes.

This does not mean general employees are waiving any rights as to the protection of personal safety as they may pertain to the refusal to cross picket line of another public employee organization on strike, or to the informational picketing by employees on their own time. The employer agrees that it will not lock out any of its employees during the term of this Memorandum of Understanding.

ARTICLE 10. SPECIAL PAY PRACTICES

10.1 Flex-Time Schedules

Hours may be altered to permit flex-time if reasonably practicable at Department Head discretion. Employees for whom necessity requires a different schedule than that generally applied shall work according to regulations prepared by the respective supervisor and approved by the City Administrator. The City shall specify in writing all changes in work place and hours and provide the affected employees with reasonable notice of these changes.

10.2 Use of Private Vehicle/Mileage Rate

An employee who is required to operate his or her own privately-owned automobile for the performance of official duties shall be reimbursed at the IRS rate for each mile necessarily traveled. Such reimbursement shall be paid monthly.

10.3 Callback Pay

Callback is defined as that circumstance requiring an employee to unexpectedly return to work after the employee has left work at the end of the employee's work day or work week, or, an employee called in early to start his/her shift, without prior reasonable notice. Pay for these circumstances shall be compensated at time and one half (1 1/2) overtime pay for a minimum of two (2) hours, or if the callback occurs between the hours of 11:00 p.m. and 4:00 a.m. for a minimum of three (3) hours at time and one half overtime pay, and in all cases at time and one half for all hours worked beyond the regular work day.

10.4 Hours of Work and Overtime

The normal working schedule of full-time employees shall be eight (8) hours or forty (40) hours per week. All authorized time worked in excess of forty (40) hours per week, or on a holiday recognized in this Memorandum of Understanding, shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular base hourly rate of pay, except that work performed on callbacks from Standby status shall be compensated at two times the employee's regular rate of pay, consistent with section 10.5 of this Article. Time worked for computation of overtime shall be calculated at a maximum of eight (8) hours per day and may include up to eight hours of paid status on holidays, jury duty, "sick leave", bereavement leave, and/or previously scheduled vacation, for purposes of this paragraph.

Overtime shall be computed at the nearest quarter (1/4) hour. At the request of any employee eligible for overtime pay, his/her supervisor will provide that, in lieu of cash payment for any overtime, he/she may have the choice of time off with pay ("comp" or compensatory time") at the rate of one and one-half (1 1/2) hours for each hour of overtime worked. Compensatory time off shall be taken at the option of the employee, with the consent of the supervisor. The limit for accrued compensatory time off is 240 hours per employee. Upon separation from employment, an employee is entitled to receive cash compensation for any unused compensatory time.

10.5 Standby Pay

Standby duty is defined as circumstances which require an employee so assigned to:

1. Be ready to respond immediately to a call for service;
2. Be readily available at all hours by telephone, and, if provided with a pager by the City, then by pager; and

3. Refrain from activities which might impair the employee's ability to perform assigned duties.

An employee so assigned to standby duty shall receive \$1.50/hour for the first consecutive seven (7) days in standby status and \$2.00/hour for the second consecutive seven (7) days. Standby status begins at the end of the regularly scheduled work day or work week, or other employee's standby time, and ends at the start of the next regularly scheduled work day, or the beginning of another employee's standby time. Except, however, that an employee shall not be entitled to standby pay if the employee fails to respond when called in or reports unable to perform the assigned duties.

When an employee is called in, compensation shall be paid at his/her normal rate of pay (including overtime as authorized in Article 10.4 of this Article), and standby pay will not apply. However, for call backs on holidays from standby status, compensation shall be paid at two times the usual rate of pay.

10.6 Rest Periods and Breaks

Employees in all bargaining unit classes are entitled to a fifteen (15) minute paid duty-free rest period during each four (4) hours of continuous work.

A rest period shall count as fifteen (15) minutes of time worked for calculation of pay.

Rest periods may be suspended when unusual emergency conditions require continuous performance of duties in order to protect or preserve life or property.

10.7 Alternate Work Schedules

The City and the Union agree that under some circumstances alternate work schedules may be beneficial to both employees and the City. Accordingly, employees may request to work an alternative work schedule. Such requests shall be subject to approval by the employee's supervisor and/or Department Director and the City Administrator. City management reserves the right to remove employees from alternative work schedules with reasonable notice, but in no case shall alternative work schedules be eliminated arbitrarily or capriciously.

10.8 Bilingual Allowance

An employee whose assignments and duties require the frequent and regular use of bilingual skills in English and Spanish or other language determined by the City Administrator to be of benefit to the City, shall be designated by the City Administrator to receive a bilingual allowance. "Frequent and regular" means at least once each work day or five times each work week. Payment for the bilingual language skill is restricted to the actual needs of the position. Positions requiring and/or benefiting from the bilingual language skill include, but are not limited to: Community Services Technician Officer, Account Clerk, Public Works Director, Records Management Officer, Maintenance Worker/Water I, Office Assistant, and Firefighter/Driver Operator.

A full time employee with a bilingual designation shall receive compensation of \$60 per pay period after demonstrating basic verbal bilingual skills to their immediate supervisor. An employee who demonstrates bilingual proficiency by passing a written and verbal examination shall receive compensation of \$125 per pay period. The form of the examination shall be agreed upon by the City and the union, and shall be given a minimum of two times per year.

ARTICLE 11. INSURANCE

11.1 Medical Insurance Benefits

A. The base medical plan (Blue Shield Access Plus) shall be defined as the Health Maintenance Organization (HMO) program available to the City. If availability of an HMO to the City is discontinued by the medical plan provider, the base plan will become the basic PPO (PERS Select) plan available to the City by the existing medical plan provider.

B. The Calendar Year 2016 full-time employee contribution for the base medical plan and all other current medical plans is shown in Exhibit C. In January 2017 and January 2018, increases to the base medical plan will be shared, with the City paying 70% of the increase and the employee paying 30% of the increase. If base medical plan premiums decrease in 2017 or 2018, the savings will be shared, with the City receiving 70% of the decrease and the employee receiving 30% of the decrease. If an employee chooses a medical plan other than the base medical plan, the City contribution for that plan is the same amount that the City would contribute if the employee selected the base medical plan.

C. Upon providing the City written proof that medical insurance coverage is in force through coverage provided by another source, a full-time employee may opt out of the City's medical insurance plan and receive deferred contribution in the amount of \$500 per month.

D. Retiree Medical

1. Employees who retire from City service will be allowed to purchase medical insurance coverage through the City.
2. The City has elected to participate in the PERS Health Benefit Program with the unequal contribution option. The City's contribution towards retirees shall start at \$35.00 per year in 2004. The contribution shall increase 1% per year of the City's contribution for active employees until such time that the contributions for retirees and active employees are equal, providing that the City is participating in the CalPERS Health Plan.

E. Employees may choose to enroll in the Section 125 plan to have their payroll premium deductions taken out pre-tax.

11.2 Vision Insurance

The City shall provide a Vision Care Plan for bargaining unit members. The City may select an alternate vision care provider during the term of the MOU providing that:

- Any new plan maintains equivalent or increased benefits to the employees; and
- At least twenty-one (21) days advanced notice of plan changes are provided to the Union and all bargaining unit employees.

Effective the pay day of January 10, 2014, the City and a full-time employee shall share in vision premiums with the City paying 75% and the employee paying 25%

11.3 Dental Insurance Plan

The City shall provide for all employees in classifications represented in this Memorandum of Understanding a dental plan of the City's choice. The City may select an alternate dental insurance plan provider during the term of this MOU providing that:

- Any new plan maintains equivalent benefits to the employees; and
- At least twenty-one (21) days advanced notice of plan changes are provided to the Union and all bargaining unit employees.

Effective the pay day of January 10, 2014, the City and a full-time employee shall share in dental premiums with the City paying 75% and the employee paying 25%

11.4 Life Insurance Plan

City shall provide group term life insurance benefit plan for bargaining unit members, which shall provide for fifty thousand dollars (\$50,000) life coverage for a full-time employee during the term of their employment.

ARTICLE 12. REIMBURSEMENTS

Effective the pay period starting November 9, 2013, the City shall end its practice of reimbursing employees for the employee share of State Disability Insurance, Medicare and FICA (approximately 9%).

ARTICLE 13. HOLIDAY LEAVE

The following days shall be paid annual holidays for full time employees, and pro-rated for part time employees:

1. January 1, New Year's Day
2. January -Third Monday, Martin Luther King Day
3. February -third Monday, Presidents Day
4. May -last Monday, Memorial Day
5. July 4, Independence Day
6. September -first Monday, Labor Day
7. November 11, Veterans Day
8. November -fourth Thursday, Thanksgiving Day
9. November -fourth Friday, Day Following Thanksgiving

10. December 24, Christmas Eve
11. December 25, Christmas Day
12. December 26, the day after Christmas Day.
13. December 31, New Year's Eve
14. One Floating Holiday

When any of the above-listed holidays fall on Saturday, it will be recognized on Friday. If it falls on Sunday, it will be recognized on Monday. For all employees who regularly worked on Saturday and/or Sunday, the holiday will be specified by the above-listed dates. In case a holiday falls on an employee's regularly scheduled day off, he/she shall have the option to take such a holiday on an alternate day, as selected by the employee and approved by the Department Director or City Administrator.

Employees required to work on holiday(s) shall, in addition to eight hours regular cash payment for the holiday, shall accrue compensatory holiday time at straight time and cash payment at one half time for all hours worked up to eight hours.

ARTICLE 14. VACATION LEAVE

- A. The purpose of annual vacation leave is to enable each eligible employee to annually return to his work mentally and physically refreshed.
- B. Each eligible employee shall be required to have served, on a permanent basis full or part time, six (6) continuous months of service, before accruing vacation leave, and twelve (12) continuous months before taking vacation leave. If, in the opinion of a Department Head, the interest of the City may be best served, an employee, with approval of the City Administrator, may take a vacation not to exceed five working days at the expiration of six (6) months of uninterrupted service with the City.
- C. Employees who terminate employment and upon return of all City-owned property in good condition, shall be paid in a lump sum for all accrued vacation leave earned prior to the date of termination or may elect to add the accrued vacation leave to retirement as provided in the Retirement article of this MOU.
- D. Vacation leave with pay shall be earned by full-time employees in accordance with the following schedule:

AFTER: YEARS	DAYS	HOURS PER MONTH
01	10	6.67
02	12	8.00
03	13	8.67
04	14	9.34
05	15	10.00
06	15	10.00
07	16	10.67
08	17	11.34
09	18	12.00
10	18	12.00

11	18	12.00
12	19	12.67
13	19	12.67
14	20	13.33
15	21	14.00

E. If for any reason an employee becomes ill during a vacation, or in the case where a holiday falls during a vacation period, the affected employee shall be entitled to utilize such available sick or holiday leave in lieu of vacation leave. The vacation period may be appropriately extended upon approval of the Supervisor.

F. Vacation leave may be taken as it accrues. Vacation requests shall be submitted in writing to an employee's supervisor or, if the supervisor is unavailable, then the employee must submit the vacation request to the City Administrator or designee, utilizing the City's "Request For Approval of Time Off" form. The Supervisor or City Administrator or designee will approve or disapprove the employee's vacation request within two (2) working days. Vacation shall be scheduled at the discretion and convenience of each individual employee, with the consent of the Supervisor, within the limitations necessitated by the legitimate operational needs of the City.

G. Employees may accrue vacation leave up to a maximum of two times the annual accrual allowed. Upon request of an employee, an exception to the accrual limit may be made upon recommendation by the Department Director and approval by the City Administrator.

Not more frequently than two times during the term of this MOU, employees may cash out up to forty hours vacation leave per request. Requests to cash out vacation leave shall be submitted to the Finance Director or designee, and shall be granted provided employees shall be eligible for a cash out only once in the period July 1 through December 31 and one time during the period January 1 through June 30. The cash out shall be paid in a check separate from the normal payroll check. Vacation time cashed out pursuant to this provision shall be subtracted from the employee's accumulated vacation time balance when paid.

ARTICLE 15. SICK LEAVE

15.1 Sick Leave, Defined

A. Sick leave is defined as the time during which an employee is permitted to be absent from City duties by reason of illness or injury or quarantine not arising out of or in the course of employment, which incapacitates or prevents the employee from performing assigned duties, without deduction being made from salary or compensation, and shall include "family medical leave" (as defined below). With approval of the Department Head, sick leave may be used for employee medical, dental or optometry appointments, but only for the time actually required. Sick leave may not be used until it is accrued.

An employee on sick leave shall notify the Department Head or supervisor as soon as possible, and in every case make an effort to give such notice no later than two hours after the time set for beginning daily duties. If an employee is absent from duty on sick leave for three (3) days or more, or if the Department Head has reasonable suspicion of and/or there appears to be a pattern of sick leave abuse, a physician's certificate may be required certifying the condition giving rise to the absence.

B. All full-time, permanent employees shall accrue eight (8) hours of sick leave with pay for each calendar month of service or majority part thereof. The maximum accumulation of earned sick leave shall be 2,080 hours. An employee will not accumulate any additional sick leave until such time as his/her accumulated balance falls below 2,080 hours.

Upon retirement an employee may use 100% of unused sick leave to retire early before the commencement of PERS retirement benefits. Employees shall be paid on a monthly basis until accumulated sick leave is utilized or until PERS retirement benefits begin, whichever is earlier. At separation, employee may choose to be paid 50% of his/her unused sick leave, to a maximum of 480 hours at his/her current rate of pay. In the alternative, upon retirement, unused accumulated sick leave may be converted to PERS retirement credit per the City's contract with PERS.

C. Employees may transfer sick leave on a voluntary basis to a fellow employee who has exhausted all his/her sick leave and vacation leave due to an extended illness or injury. The transfer shall be based on each employee's hourly rate of pay and shall not exceed twenty-four (24) hours of sick leave based on the hourly rate of pay of the receiving employee. The transfers shall be requested on a form provided by the City, be completed by both employees who mutually request such transfer, and submitted for approval to their Department Directors and the City Administrator who will not withhold such approval arbitrarily or capriciously. The receiving employee shall not be obligated to repay any transferred leave to the contributing employee, and contributing employee understands that such transfer shall be deemed as if used and will be subject to all other provisions applicable.

D. An employee may take up to 75% of accrued sick leave per calendar year to care for a child, parent, spouse, or domestic partner who is ill, and the illness need not be a serious health condition. A physician's certificate may be requested.

15.2 Family Medical Leave

A. Family Medical Leave

To be eligible for family and medical leave benefits under state and/or federal law, an employee must have continuously worked for the City for twelve (12) months and have worked 1,250 hours over the previous 12 months.

1. Leave Available

Eligible employees may receive up to a total of 12 workweeks of unpaid leave during a rolling 12 month period for one or more of the following reasons:

- For the birth or adoption of a child;
- To care for an immediate family member (spouse, child, or parent) with a serious health condition; or
- To take medical leave when the employee is unable to work because of a serious health condition.

2. Notice and Certification

Employees seeking to use family and medical leave may be required to provide:

- a. Thirty (30) day advance notice when the need for the leave is foreseeable; medical certification (both prior to the leave and prior to reinstatement); periodic re-certification; and periodic reports during the leave.
- b. When leave is needed to care for an immediate family member or the employee's own serious health condition, and is for planned medical treatment, the employee must try to schedule treatment so as not to unduly disrupt the City's operation.
- c. A medical certification that the employee is able to return to work.

3. Compensation and Benefits During Leave

Family and medical leave is unpaid; however, employees may elect to use accrued paid leave (such as vacation or sick leave) to cover some or all of the leave. The City will maintain health insurance coverage for an employee on family medical leave for up to a maximum of 12 workweeks if such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. In some instances, the City may recover premiums it paid to maintain health coverage for an employee who fails to return to work following family and medical leave.

4. Job Reinstatement

Under most circumstances, upon return from family and medical leave, an employee will be reinstated to his or her original job, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. In addition, an employee's use of family and medical leave will not result in the loss of any employment benefit that the employee earned or was entitled to before using such leave.

B. Pregnancy Disability Leave

1. Leave Available

An employee disabled due to pregnancy, childbirth, or related medical condition may take up to a maximum of 16 weeks leave. Leave taken under the pregnancy disability

policy runs concurrently with family and medical leave under federal law, but not family and medical leave under California law.

2. Notice and Certification Requirements

Employees requesting to take a pregnancy disability leave must provide the City with reasonable advance notice and certification from a health care provider.

3. Compensation and Benefits During Leave

Pregnancy disability leaves are without pay. However, employees may utilize accrued vacation time and any other accrued paid time off during the leave. If the employee taking pregnancy disability leave is eligible under the federal or state family and medical leave laws, the City will maintain health insurance coverage for up to a maximum of 12 workweeks if such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. In some instances, the City may recover premiums it paid to maintain health coverage for an employee who fails to return to work following pregnancy disability leave. If ineligible under the federal and state family and medical leave laws, employees on pregnancy disability leave will receive continued paid health coverage on the same basis as employees taking other leave.

C. Family Temporary Disability Insurance (Paid Family Leave Benefits)

California's Family Temporary Disability Insurance fund (known as "FTDI" or the Paid Family Leave Benefits fund ["PFL"]) is administered by the California Employment Development Department ("EDD"), not the City. Through the FTDI fund, EDD will provide eligible employees with a wage supplement for a maximum of six weeks within a rolling 12-month period. FTDI benefits may be available from EDD for a leave of absence:

1. For the birth or placement of a child for adoption or foster care; or
2. To care for an immediate family member (spouse, registered domestic partner, child or parent) who is seriously ill and requires care.

Employee Contributions: Like State Disability Insurance ("SDI") contributions, employee FTDI contributions are not optional and must be deducted automatically from each employee's paycheck. The amount of the contributions is fixed by EDD, not the City.

Employee Eligibility: EDD decides whether an employee is eligible for FTDI benefits, not the City, and employees must apply for FTDI benefits through EDD. Requests to take time off from work will be evaluated in accordance with City policies and applicable law.

Waiting Period: EDD mandates a seven (7) day waiting period before an eligible employee may receive FTDI benefits. Accrued sick leave may be used during the

waiting period to the extent permitted by law. If sick leave is unavailable, or the available accrual is less than a full week, employees must use accrued vacation.

After FTDI Wage Period Ends: As noted, EDD will provide eligible employees with FTDI wages for a maximum of six weeks within a rolling 12-month period. Employees who remain on an authorized leave of absence after the FTDI wage period ends may use any accrued sick leave to the extent permitted by law. Employees, if applicable, using FMLA/CFRA leave may be required to use accrued vacation if sick leave is unavailable and after any available sick leave has been exhausted.

Concurrent Use of FTDI Benefits and Authorized Leave: FTDI benefits may be coordinated with an otherwise authorized leave of absence. In such circumstances, the use of FTDI benefits and/or paid time off (such as sick leave and vacation) during the leave period will not extend the length of the leave beyond what is required by applicable law and/or City policy.

Fraud: Fraud or dishonesty in connection with an application for or use of FTDI benefits is grounds for immediate disciplinary action, up to and including discharge.

Accrual of Benefits: Employee benefits do not accrue during a leave of absence unless otherwise required by law or applicable City policies.

Insurance Benefits During Leave: Employee benefits, including health insurance, do not continue during a leave of absence unless otherwise required by law and/or applicable City policies. As appropriate, you will receive separate information about your right to continue your health insurance under Cal-COBRA or COBRA.

Receipt of benefits from the FTDI Fund does not entitle an employee to a leave of absence, or a leave of absence for any particular time period. Nothing in this policy may be construed guaranteeing a leave of absence, benefits during a leave of absence, reinstatement following a leave of absence, etc.

15.3 Bereavement Leave

Permanent employees shall be granted leave by their Department Director whenever the affected employee has experienced a death in the immediate family, defined as the spouse, the employee's or employee's spouse's parent, brother or sister, child or stepchild, grandparent, grandchildren, aunt or uncle, or any other person residing in the employee's household.

Such absence by the employee shall be limited to three (3) working days per occurrence of paid leave. Such leave is not chargeable against sick or vacation leave. As a condition of granting leave for bereavement purposes, the appointing authority may request verification of the loss.

15.4 Absent Without Notification

Any employee absent from his/her position for more than three (3) working days without notification or prior permission of his/her Department Head, shall be deemed to have resigned his/her employment, subject to appeal pursuant to Article 6.

ARTICLE 16. LEAVES OF ABSENCE

16.1 Medical Leave

For the purpose of recovery beyond sick, bereavement and family medical leaves represented in Article 14, medical leave without pay, may be granted from prolonged illness or injury or to restore health for pregnancy, upon employee's written request to and approved by the City Administrator, subject to submission of medical evidence establishing the employee's medical need. Such medical leave without pay shall not exceed a period of sixty (60) days unless approved and granted by the City Council. The employee's insurance, including medical, dental, vision, and life insurance will be maintained under the same conditions as if the employee were still working for a maximum of ninety (90) days, after which the employee may continue such benefits at employee's sole expense.

16.2 Emergency Leave

Emergency leave without pay may be granted to any permanent employee who, upon written request to and approved by the Department Director and City Administrator, demonstrates that the leave is necessary for personal reasons beyond his/her control or will serve to improve his/her ability as an employee of the City. Emergency leaves may be granted up to a maximum of one (1) year. Upon expiration of an approved emergency leave, the employee shall be reinstated in the position held at the time leave was granted. The leave period shall not be credited to employee seniority or credited toward time served with the City. Failure on the part of the employee on leave to report promptly at the leave's expiration shall be cause for discharge. During the leave period the City will not pay employee benefits; however, the employee may elect to maintain City medical insurance coverage for employee and dependents at employee's sole expense if such coverage of all individuals is in effect sixty (60) days prior to leave application to the City Administrator.

16.3 Jury Duty

Upon receiving notice to appear for jury duty, an employee shall notify his/her supervisor or Department Head as soon as possible. Employees shall be granted leave, with full pay and no loss in benefits, when called for jury duty, provided that the employee remits jury fees received for such jury duty. The employee may retain all travel pay or subsistence pay granted by the court because of the employee's participation in jury duty. An employee called to jury duty and released by the court one hour or more before the end of the employee's regular work hours shall return to his or her normal duties on the same day. The employee shall make every reasonable effort to keep his/her supervisor advised as to the anticipated length of service, and return to work immediately following the final day of jury duty service.

16.4 Military Leave

Every employee of the City shall be granted military leaves of absence and other benefits as provided by federal law and Division II, Part I, Chapter VII of the Military and Veteran's Code of the state of California and any applicable amendments. All employees applying for military leave shall give the Department Head, within the limits of military regulations, an opportunity to determine when such leaves shall be taken. Employees may use compensatory time and vacation leave for weekend drills.

ARTICLE 17. UNIFORM ALLOWANCE

17.1 Clothing

The City requires uniforms for certain employee classifications. Uniforms may consist of required shirt(s), pants, jackets, and belts, as determined by the department head. Shoes/boots and glasses are addressed in the next sections of this article.

The City agrees to furnish one uniform for each day of the work week and to pay an annual uniform maintenance allowance of \$400 for employees in the following classifications:

- Community Services Technician
- Firefighter/Driver Operator

The City agrees to furnish freshly laundered uniforms for each work day for employees in the following classifications:

- Building Maintenance Worker/Recreation Coordinator
- Maintenance & Operations Field Manager
- Maintenance Worker/Water I
- Parks/Building Maintenance Worker
- Street Worker
- Wastewater Treatment Plant Operator I
- Wastewater Treatment Plant Supervisor
- Water Department Supervisor

Employees hired to fill newly-created classifications will also receive uniforms under this section if the wearing of a uniform is required. Uniforms for the above-listed field personnel are to be worn during work and may be worn to and from work. The City will replace a uniform annually if it becomes unserviceable, or at any time a uniform is damaged and/or no longer wearable during the year. For uniforms lost from employee negligence, replacement costs shall be borne by the employee.

17.2 Safety Shoes

During the term of this Memorandum, the City shall pay to the following unit employees, \$150 per year toward the purchase of safety shoes:

- Firefighter/Driver Operator
- Building Maintenance Worker/Recreation Coordinator
- Maintenance & Operations Field Manager
- Maintenance Worker/Water I
- Parks/Building Maintenance Worker
- Street Worker
- Wastewater Treatment Plant Operator I
- Wastewater Treatment Plant Supervisor
- Water Department Supervisor

Employees working less than one (1) year will receive a prorated safety shoe allowance based upon time worked. The safety shoes must be worn during all hours where there is a need for such shoes or as required by the Department Director.

With the approval of the employee's supervisor, an employee may be authorized to obtain a second pair of safety shoes at a maximum cost of \$150, if the employee's initial safety shoes were damaged in the line of duty.

17.3 Safety Glasses

The City will provide safety prescription glasses and lens for those employees who need them to carry out their tasks. The glasses will comply with OSHA standards.

ARTICLE 18. RETIREMENT

18.1 Retirement Defined

Retirement is defined as the termination of employment at an age when the employee would qualify for an allowance under the Public Employees Retirement System (PERS) and the City's Personnel Regulations.

18.2 PERS Retirement Contributions – Classic Employees

A. The PERS 2% at Age 55 Retirement Plan is provided for bargaining unit employees classified as "classic" members of CalPERS as defined by Public Employees Pension Reform Act (PEPRA). Effective July 2, 2016; the City shall pay 3% of the employee portion of the PERS contribution. The employee shall pay 4%.

B. The employee portion of the PERS contribution, made by the City, shall be reported to PERS as income. Employees may buy back, at their expense, retirement service credit for prior military service as permitted by PERS.

C. Retirement benefits will be based on the highest single year compensation.

D. Employees will receive credit for unused sick leave.

E. The spouse of a deceased member, who was eligible to retire for service at the time of death, may elect to receive the Pre-Retirement Optional Settlement 2 Death Benefit.

18.3 PEPRA New Hires

For employees hired on or after January 1, 2013 and classified as "new" members of CalPERS as defined by Public Employees Pension Reform Act (PEPRA), the City shall maintain a contract with CalPERS for the provision of a 2% @ 62 (highest 36 months) retirement benefit formula. Also pursuant to PEPRA these employees and the City are each responsible for paying one-half of the normal cost of this retirement plan.

ARTICLE 19. PROBATIONARY PERIOD

New employee appointments shall be tentative and subject to a probationary period of twelve (12) months for the effective adjustment of employees to new positions, and for the termination of any probationary employee whose performance does not meet required standards of performance. The Department Head, with the consent of the City Administrator, may release a newly hired probationary employee from City employment without cause at any time during the probationary period.

Newly promoted or transferred employees shall be subject to a probationary period of six (6) months for the effective adjustment of the employee to the new position. If the performance of the probationary employee is not satisfactory, the Department Head will so notify the Human Resources Director in writing any time during the probationary period, and subsequently, with the consent of the City Administrator, may remove a transferred or promoted employee from the position to which she or he promoted without cause during the probationary period. In such event, the employee shall be reinstated to his/her original position from which originally transferred or promoted pursuant to Article 21.

Upon rejection of a probationary employee, reasons for rejection shall be discussed with the employee. Written notification of rejection shall be furnished the probationary employee and a copy filed with the Department Head and the Human Resources Director.

Satisfactory ratings shall result in the passing of probation. Upon satisfactory conclusion of a probationary period, the employee shall be notified of permanent status.

In cases where a Department Head determines that a new employee's performance does not meet the required standards of the job, but believes that further training and experience may improve the employee's performance, the Department Head may extend the probationary period an additional six (6) months or any lesser period, provided that the employee's immediate supervisor has prepared a performance review fifteen (15) days prior to the conclusion of the original probationary period under the provisions of Article 20, Performance Review. The immediate supervisor shall also prepare a performance review fifteen (15) days prior to the conclusion of the extended probationary period. In no case shall probationary periods be extended arbitrarily or capriciously.

ARTICLE 20. PERSONNEL RECORDS

An employee or his/her designee may inspect his/her personnel file and obtain one copy of any and all items in that file at City expense. An employee may have placed in his/her personnel file any signed and dated statement of clarification or disagreement to any item or article contained within her/her personnel file, as well as any statements of commendation or acclaim.

Personnel files include those files maintained by the immediate supervisor or other administrators/supervisors involved in employee evaluations, as well as the central personnel file.

A supervisor's personal notes shall not be considered a part of the personnel file.

ARTICLE 21. PERFORMANCE REVIEW

Performance review forms shall be provided by the Human Resources Director. An employee's immediate supervisor shall prepare, sign and date a performance review for each employee fifteen (15) days preceding the conclusion of six (6) months of service after regular appointment from an employment list, and after any change in status of any employee; and, an employee performance review shall be prepared within fifteen (15) days preceding the conclusion of twelve (12) months of service, and annually thereafter.

The original form shall be filed in the employee's official personnel file and a copy shall be handed to the employee for review and retention. After an employee has been given an opportunity to examine performance review reports, such reports may be considered in promotional examinations and actions relating to transfer, demotion, removal or other changes affecting the status of an employee.

ARTICLE 22. PROMOTION

The movement of an employee from a position in one class to a position in another class imposing higher duties and responsibilities, providing a higher maximum rate of pay will be regarded as a promotion. Promotional opportunities for classifications within the representation unit will be posted for at least ten (10) working days prior to selection. When practical, and consistent with the best interests of the City, all vacancies in the classified service shall be filled by promotion from within.

Promotional opportunities may be made with the consent of the City Administrator without opening the position for examination of non-employees. All current employees shall be given consideration for a position opening that will be filled by such promotion; a promotional exam need not be given when only one employee is eligible under the minimum qualifications for the position. Promotional examinations and selection procedures shall be conducted as provided in Article 30.

Promotion of an employee to a higher range shall result in an increase in salary. The employee's salary shall be placed in the salary range of the new position which would

result in at least a five percent (5%) increase in salary compared to the employee's existing salary position. A promotion shall establish a new anniversary date.

An employee promoted to a new position shall serve a six (6) month probationary period in that position. In the event the promoted employee is removed from the position to which promoted, the employee shall receive credit for time served in the promotional position (unless charges are filed and the employee is discharged as provided under this Memorandum of Understanding). Such an employee rejected for promotion shall then be returned to the position and range from which promoted. A rejected employee shall retain his or her salary anniversary date held prior to promotion.

ARTICLE 23. FLEXIBLE JOB SERIES

The Wastewater Treatment Plant Operator, Account Clerk, Office Assistant, and Maintenance Worker (Water and Parks/Building) job series shall be flexibly staffed classifications. Movement within the series shall not require an examination or certification to a list of eligibles. Movement within these series shall be as follows:

1. Employees shall be flexed to "II" after one (1) year of service as a "I", contingent upon satisfactory performance.
2. Employees shall be flexed to "III" after no less than three (3) years but no more than four(4) years of service as a "II", contingent upon satisfactory performance.
3. Satisfactory performance shall mean the employee's annual Performance Review insufficient to allow the employee a merit salary increase.

ARTICLE 24. CLASSIFICATION; REVIEW

A. Position Classification System. All positions in the City are classified according to their duties and responsibilities. Positions that are similar in type of work, level of difficulty and level of responsibility are grouped together into a class. All positions in a class shall be treated alike in such matters as salary, examinations, and minimum qualifications. One purpose of the system is to ensure equal pay for equal work throughout the City.

B. Classification Review. During the course of this MOU, the City shall notify the employees concerned, and their employee association, in case of contemplated change in job content as contained in the classification descriptions that were in effect at the beginning of the MOU.

Employees who believe they are working out of classification on a regular and on-going basis may request a classification review by submitting a letter to the Human Resources Director. The request shall include a general statement describing why the employee feels they are working out of classification.

The City Administrator, Human Resources Director, or designee shall conduct a classification review within sixty (60) days of receipt of the request. The results of the classification review shall be forwarded in writing to the employee.

"Working out of Classification" is defined as a management-authorized assignment to a budgeted position on a temporary basis, where all significant duties are performed by an individual holding a classification within a lower compensation range. Pay for working out of classification shall be as follows:

1. Employees appointed to unfilled positions on an "out of classification" basis will receive acting pay within the range of the higher classification beginning the first day of the assignment.
2. Employees appointed to a position for a vacation, sick leave, or other leave of absence coverage will receive acting pay within the range of the higher classification after five (5) consecutive work days of assignment in the acting position.

Such acting pay shall be a minimum of five percent (5%) over the employee's current salary.

"Out of classification" provisions do not apply to work assignments performed in connection with specific predetermined apprenticeship or training programs or declared conditions of emergency and/or disaster.

C. **Reclassification or reallocation.** Positions, the duties of which have changed materially so as to necessitate reclassification, shall be reallocated by the Human Resources Director to a more appropriate class. Reclassification shall not be used for the purpose of avoiding restrictions surrounding demotions or promotions. The City Administrator or Personnel Officer shall also recommend the abolishment or consolidation of classifications as appropriate and shall conduct periodic studies to otherwise assure the proper classification of City employees.

D. The City agrees to conduct a classification study covering all SEIU positions in Fiscal Year 2016/17. The method of implementation of that study will be the subject of future negotiations between the City and the SEIU.

ARTICLE 25. TRANSFERS

Transfer of an employee to a position within the employee's current range shall not affect the employee's salary rate. Transfer of an employee to a position within a higher range shall be considered a promotion. Transfer of an employee to a lower range shall be considered a demotion.

ARTICLE 26. DEMOTION

Demotion of an employee to a lower class shall result in reduction of salary. The employee's salary shall be placed in the identical step in the lower class that the employee enjoyed in the class from which demotion was made, unless special "Y" Rating compensation applies.

"V" Rating compensation is defined as a rate of compensation in excess of the maximum compensation provided by Step E of the basic salary ranges for any designated position. Such "Y" rating shall be discontinued whenever Step E of the salary range assigned equals or exceeds such "Y" rating. Compensation at the "Y" rating may also be discontinued after the employee has received such compensation for three (3) complete years.

Demotion can be made for cause, except for demotions from probationary positions. Cause shall be provided to the employee in writing by the Department Director prior to any action taking place. Demotion for disciplinary reasons may be appealed through the grievance procedure by the demoted employee. Such demoted employee shall not be eligible for promotion for a period of six months.

ARTICLE 27. DRUG TESTING

According to DOT Regulations and Resolution No. 98-07, employees will be issued a copy of the policy at hire.

ARTICLE 28. LAYOFFS AND DISPLACEMENT

A. Definition. Termination of employment or separation from a position because of lack of funds or lack of work.

B. Process & Notice.

Workers subject to a reduction in force shall be given at least forty-five (45) working days written notice prior to the effective date of the layoff. Such written notice shall include notification of any displacement right, appeal right or right to a hearing, and shall clearly inform the employee of any time or other limits upon the exercise of such rights. The Union shall receive concurrent notice including a designation of classes affected, the number of positions in the affected classes and an abstract of the employees in the classes affected by the layoff at least forty-five (45) working days prior to the effective date thereof. The Union shall be granted a timely opportunity to meet and consult with the City to discuss proposed alternatives to a reduction in force. Employees subject to layoff shall be given reasonable administrative leave as may be required to seek employment.

Permanent full-time employees and permanent part-time employees shall be considered separately when the order of layoff reaches Sections C and D below. Nothing herein is intended to require a preference for or against either full-time or part-time permanent employees in the order of layoff.

Seniority shall be used to determine the order of layoff pursuant to the following procedures: The order of layoff shall be as follows:

1. Temporary workers in inverse order of seniority (least first);
2. Initial Probationary employees in inverse order of seniority; and
3. Permanent employees in inverse order of seniority.

"Seniority" for the purposes of this Article shall be defined as the length of service as a permanent full-time employee with the City. When determining seniority for permanent full-time positions within a classification subject to layoff, only permanent full-time service shall be considered.

C. Displacement. Permanent full-time employees subject to layoff shall have the right to displace an employee in the same classification in any Department of the City or in a different class within the City with the same or lower salary range provided, however, that:

1. The employee subject to layoff has greater seniority than the employee being displaced and was rated at a minimum of competent/satisfactory in his/her latest evaluation.

2. If the displacement is to a different class, it must be a class in the same occupational series as determined by the City with the concurrence of the Union OR, to a class previously held by the employee as a permanent full-time employee of the City.

3. An employee must provide the City Administrator written notification of his/her intent to exercise the displacement option not later than 10 working days following receipt of the notice of layoff. Failure to provide such timely notification shall be deemed a waiver of the displacement option

D. Re-hire Lists. Laid off employees are named to a re-hire list. If a position in the laid-off employee's classification, or a similar position in a classification for which the City determines the former employee is suited, becomes available within twenty-four (24) months of layoff, such former employee(s) shall be offered the position in the inverse order of layoff. If a job in a lower paid classification becomes available within twenty-four (24) months, the City shall review the previously laid-off employees' qualifications. If a laid-off former employee is qualified in the judgment of the City, he/she may fill the slot(s) until his/her former position becomes available, if ever. Employees hired off a re-hire list shall retain seniority, minus the number of months on actual layoff.

ARTICLE 29. RESIGNATION

An employee wishing to leave City employment in good standing may at their option file with the immediate supervisor a written resignation stating the effective date of his/her resignation at least ten (10) days before leaving the service. The resignation shall be forwarded by the Department Head with other pertinent information concerning the employee's service performance. An employee who files a resignation at least ten (10) working days before leaving the service may request a letter of reference from a City supervisor.

ARTICLE 30. OUTSIDE EMPLOYMENT

A full-time, permanent employee of the City of Guadalupe may not accept significant outside employment without written notice to the employee's supervisor. A copy of the written notice shall be filed in the employee's personnel file.

The following shall apply in all cases: (1) The employee must waive the City's Workers' Compensation in case of injury sustained while on duty during outside employment. (2) Should a conflict of work schedule arise, the employee's City job must prevail.

An employee with outside employment shall strive to maintain quality performance standards in his or her the City position. Should the employee's performance fall below Satisfactory as indicated in the performance review process, the employee shall be subject to disciplinary procedures as outlined in Article 6 of this Memorandum of Understanding.

ARTICLE 31. POSITION VACANCIES

A. General provisions. Selection procedure and job description information will be attached or incorporated into a job-posting notice, which will be announced in at least one newspaper of general circulation in the City. Techniques used in the examination process shall be impartial, of a practical nature, and shall relate to those subjects which are pertinent to the duties and responsibilities of the position. Any tests used shall be reasonably predictive of success in the classification; and tests may not be biased with respect to race, gender, religion, creed, political affiliation, sexual orientation, color, national origin, ancestry, or age.

B. Selection procedures.

1. Application

Both inside and outside candidates will submit applications on forms specified by the Human Resources Director, after an opening has been announced (excepting temporary or emergency employment situations). The time for filing applications will be included in the initial posting, and may be extended or re-opened as determined by the Human Resources Director provided such notice is also posted.

2. Screening

Applications will be screened by the employing Department to ascertain whether candidates meet minimum requirements as outlined in the job description for the classification as adopted by the City Council. Applicants screened out at this level will receive a written response explaining such action.

3. Performance Testing

Performance tests, such as typing, machinery or vehicle operation, skills, demonstration, physical agility, etc., will be qualifying. Pass/fail points will be announced in advance for qualifying tests.

4. Written Tests

Written achievement or aptitude tests will be qualifying. Pass/fail points will be announced in advance for qualifying tests.

5.interviews/Appraisals

Interviews may be conducted individually or by interview boards and will be qualifying. Interview boards shall be composed of qualified and unbiased people. If individual interviews or an interview board is used, a majority of the individuals or board members must recommend a candidate in order for the candidate to qualify for appointment.

6. Appointment

Candidates who successfully complete all phases of the selection procedure will be recommended to the Department Director and/or City Administrator. The Department Director and/or City Administrator will make appointments from among those recommended candidates who are most qualified as determined by objective review of selection procedure results and background materials.

C. Unfilled Positions. Should the City determine that a vacancy will not be filled, such determination shall be made within 120 working days of the date upon which the worker vacated the position. Upon said determination the City will notify the workers in the affected Department and the Union.

ARTICLE 32. UNIT ASSIGNMENTS

Any new permanent full-time job classification which does not fall under the City's management, supervisory, or confidential criteria or which is not represented by the Guadalupe Police Officers' Association shall be represented by SEIU in the General Unit. If, however, any new permanent full-time classification falls under the City's confidential or supervisory criteria, then that classification shall be represented by SEIU in the Confidential and Supervisors Unit.

ARTICLE 33. FURLOUGHS

Not applicable.

ARTICLE 34. PART-TIME EMPLOYEES

Part-time employees in represented classifications shall receive pro-rated benefits based on their percentage of FTE status.

ARTICLE 35. MAINTENANCE OF BENEFITS AND TERMS AND CONDITIONS

All benefits, terms and conditions of employment enjoyed by unit employees as of the signing date of this Memorandum of Understanding, and any side letter agreements reached after that date, shall remain in full force and effect unless modified by a subsequent Memorandum of Understanding or by mutual agreement, in writing, of the parties.

ARTICLE 36. MOU IMPLEMENTATION

Both parties agree that the terms of this Memorandum of Understanding supersede provisions of all other practices, Memorandum of Understandings, resolutions, and rules of the City that conflict with provisions of this Memorandum of Understanding.

ARTICLE 37. OBLIGATION TO MEET AND WAIVER CLAUSE

Except as otherwise expressly provided in this Agreement or, where the parties mutually agree to meet and confer on a matter, the City and the Union expressly waive

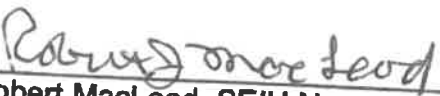
and relinquish the right, and each agrees that the other shall not be obligated to meet and confer with respect to any subject or matter, including mandatory subjects of negotiation, whether or not referred to in this Memorandum of Understanding.

ARTICLE 38. SAVINGS CLAUSE

Should any provision of this Memorandum of Understanding be held inoperative, void, or invalid by a Court of competent jurisdiction, the remaining provisions of this MOU shall not be affected thereby, and the parties shall meet and confer for the sole purpose of arriving- at a mutually satisfactory replacement of such provision.

SEIU, Local 620,

City of Guadalupe



Robert MacLeod, SEIU Negotiator

Ariston Julian, Mayor



Josue Meraz, Bargaining Team Member



Carlos Ostos, Bargaining Team Member

Michael Peña, Bargaining Team Member

**CITY OF GUADALUPE
SEIU EMPLOYEE WAGE RANGES
EFFECTIVE JULY 1, 2018 - 1.5% COLA**

Grade	Position	Step A	Step B	Step C	Step D	Step E	Step L1	Step L2
129	Recreation Coord	13.865	14.558	15.286	16.050	16.853	17.696	18.580
149	Account Clerk II	16.921	17.767	18.655	19.588	20.568	21.596	22.676
151	Parks & Bldg. Maint Wkr/Street Worker 1	17.257	18.120	19.026	19.977	20.976	22.025	23.126
156	Community Svcs Tech II	18.123	19.029	19.981	20.980	22.029	23.130	24.287
163	Water Maint. Worker	19.448	20.420	21.441	22.513	23.639	24.821	26.062
163A	WWTP Opr I	20.003	21.003	22.053	23.156	24.134	25.529	26.806
181	Account Clerk II Administrative Asst Permit/Account Clerk Permit Tech/Firefighter	23.263	24.426	25.647	26.930	28.276	29.690	31.175
188	WWTP Opr II	24.940	26.187	27.496	28.871	30.315	31.830	33.422
205	Business Manager	29.538	31.015	32.566	34.194	35.904	37.699	39.584
205A	Chief Plant Opr. Water Dept Supv. Public Works Supv.	30.382	31.901	33.496	35.171	36.930	38.776	40.715
218	Maint. & Opns. Field Mgr.	33.618	35.299	37.064	38.917	40.863	42.906	45.051

**REPORT TO THE GUADALUPE CITY COUNCIL
City Council Agenda of March 26, 2019**



Prepared by:
Robert Perrault, Interim City Administrator

SUBJECT:

DISCUSSION REGARDING BUDGET SCHEDULE, AND THE SCHEDULE OF COUNCIL
MEMBER ORIENTATION MEETING

RECOMMENDATION:

It is recommended the Council provide staff direction regarding the Budget Schedule and the Scheduling of a Council member Orientation Workshop

BACKGROUND:

During the remainder of the Fiscal Year, the City will be in the process of developing the budget for Fiscal Years 19-20 and 20-21. The budget is the key operational plan for the City. It synthesizes the Council goals and priorities with the resources necessary to carry out the goals and priorities. Once adopted the budget should be monitored on a regular basis to measure progress and determine if adjustments are in order.

Staff anticipates it will take a number of Council meetings / Workshop meetings to complete the work necessary to have a budget in place by the beginning of the Fiscal Year. Staff is recommending the following budget development schedule be discussed and endorsed by the Council:

Budget Development Schedule:

Tuesday April 23, 2019- Audit Review and Financial Overview- the Audit will provide a starting point for the budget discussion. The Audit will contain the year-end balances for each of the City's major funds. Along with the Audit, staff will also provide the Council with FY 18-19 year end estimates for revenues and expenditures and updates on restricted funds. Staff believes the Audit will be available by early April. Scheduling the Audit review for the 23rd will ensure the Audit is complete and will have received staff review prior to its presentation.

Tuesday April 30, 2019- Special Meeting/ Workshop to review Public Safety Proposal on restructuring. This meeting will be used to review in more detail the different components of restructuring/ phasing, and identification on how cost and personnel impacts will be attenuated.

Tuesday May 7, 2019 - Special Meeting/ Workshop, Goal setting. This meeting will include a review and discussion of previously set City goals and priorities. The objective will be to reach Council consensus on the goals and priorities the organization is to pursue during the next two fiscal years.

Tuesday June 11, 2019- Staff Presentation of Draft Budget.

Tuesday June 25, 2019 - Adoption of Budget for FY 19-20/ 20-21

Council member Orientation:

It has been brought to my attention that with the transition in the Administrator Position a full new Council member orientation may have not been provided. In effort to ensure that all Council members have the knowledge tools they need to carry-out their functions I would like to propose a Council Orientation Workshop be held on Saturday April 27, 2019 between 9:00 am and 12:00 pm. This would be a workshop session and all Council members would be invited to attend. I have consulted with the City's Department Heads who have indicated their willingness in assisting me with this effort. The areas that could be covered in the session might include:

- Rolls and Responsibilities in a Council / Administrator Form of Government;
- Understanding Your City Departments;
- Policy Role in Land use Planning;
- Legal Ground, Council / Attorney Relationship, Conflicts of Interest, Brown Act;
- Other Areas of Interest to the Council.

Alternatives Available to the Council:

There are options available to the Council the Council could determine to develop an alternate schedule that works best for the Council. The Council could also determine that the Council member orientation is unnecessary.

FISCAL IMPACT:

There will be minor costs associated with the noticing and holding of special meetings.