



SAN RAFAEL CITY COUNCIL – MONDAY, AUGUST 20, 2018

**REGULAR MEETING
COUNCIL CHAMBERS, CITY HALL
1400 FIFTH AVENUE, SAN RAFAEL, CALIFORNIA**

AGENDA

OPEN SESSION – COUNCIL CHAMBERS, CITY HALL – 6:30 PM

1. Mayor Phillips to announce the Closed Session items.

CLOSED SESSION – THIRD FLOOR CONFERENCE ROOM, CITY HALL – 6:30 PM

2. Closed Session:
 - a. Conference with Legal Counsel—Anticipated Litigation
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9:
(One case)

OPEN TIME FOR PUBLIC EXPRESSION – 7:00 PM

The public is welcome to address the City Council at this time on matters not on the agenda that are within its jurisdiction. Please be advised that pursuant to Government Code Section 54954.2, the City Council is not permitted to discuss or take action on any matter not on the agenda unless it determines that an emergency exists, or that there is a need to take immediate action which arose following posting of the agenda. Comments may be no longer than two minutes and should be respectful to the community.

CITY MANAGER'S REPORT:

3. City Manager's Report

CONSENT CALENDAR:

The opportunity for public comment on consent calendar items will occur prior to the City Council's vote on the Consent Calendar. The City Council may approve the entire consent calendar with one action. In the alternative, items on the Consent Calendar may be removed by any City Council or staff member, for separate discussion and vote.

4. Consent Calendar Items:
 - a. **Measure D Special Library Parcel Tax Committee Vacancy**
Call for Applications to Fill One Unexpired Four-Year Term on the San Rafael Measure D Special Library Parcel Tax Committee to the End of July 2022 Due to the Resignation of Robert Ross (CC)
Recommended Action – Approve staff recommendation

- b. **City Hall Switchgear Replacement Project**
Resolution Awarding and Authorizing the City Manager to Execute a Construction Agreement to CES Corp. Dba Cal Elite Builders for the City Hall Switchgear Replacement Project, in the Amount of \$489,990; and Authorizing Contingency Funds in the Amount of \$50,010 for a Total Appropriated Amount of \$540,000 (PW)
Recommended Action - Adopt Resolution

- c. **Stormwater Pump Station Repair Agreement**
Resolution Approving and Authorizing the City Manager to Execute an Agreement with Pump Repair Service Company to Perform Repair and Replacement Work on Three Stormwater Pump Stations, in an Amount Not to Exceed \$355,237 (PW)
Recommended Action - Adopt Resolution

- d. **Freitas/Las Gallinas and Freitas/Los Gamos Intersection Improvements**
Accept Completion of the Freitas/Las Gallinas and Freitas/Los Gamos Intersection Improvements (City Project No. 11171), and Authorize the City Clerk to File the Notice of Completion (PW)
Recommended Action - Approve staff recommendation

PUBLIC HEARINGS:

- 5. Public Hearings:
 - a. **Southern Heights Bridge Replacement Project**
Resolution Adopting a Mitigated Negative Declaration and Approving a Mitigation Monitoring and Reporting Program for the Southern Heights Bridge Replacement Project, City Project No. 11282; Resolution Adopting the Plans for the Southern Heights Bridge Replacement Project, and Directing Staff to Finalize Construction Documents of Bridge Design Option 4 (PW)
Recommended Action - Continue to a future City Council meeting

OTHER AGENDA ITEMS:

- 6. Other Agenda Items:
 - a. **Wildfire Prevention and Preparedness**
Update Regarding Ongoing City Efforts to Prevent and Prepare for Wildfires (FD)
Recommended Action - Accept report

 - b. **Housing Topics & Issues**
Presentation on and Discussion of Housing Topics and Issues (CD)
Recommended Action - Accept report

 - c. **Resilient by Design Sea Level Rise Project**
'Resilient by Design' Presentation of Central San Rafael Reach "Site Area" Study by the Bionic Team (CD)
Recommended Action - Accept report

- d. **Grand Jury Report on Yellow School Bus Service for Traffic Relief**
Resolution Approving and Authorizing the Mayor to Execute the City’s Response to the June 1, 2018 Marin County Grand Jury Report Entitled “Yellow School Bus Traffic Congestion Relief” (PW)
Recommended Action – Adopt Resolution

- e. **San Rafael Police Association Successor Memorandum of Understanding**
Discussion and Consideration of a Memorandum of Understanding Pertaining to Compensation and Working Conditions for San Rafael Police Association (SRPA) (July 1, 2018 Through June 30, 2020) (HR)
Recommended Action – Direct staff to return with Resolution adopting MOU

- f. **Amended Compensation for Unrepresented Mid-Management Employees**
Amended Resolution Establishing the Compensation and Working Conditions for Unrepresented Mid-Management Employees (July 1, 2018 Through June 30, 2020) (HR)
Recommended Action – Adopt Resolution

- g. **Amended Compensation for Executive Management Employees**
Amended Resolution Establishing the Compensation and Working Conditions for Unrepresented Executive Management Employees (July 1, 2018 Through June 30, 2020) (HR)
Recommended Action – Adopt Resolution

- h. **Amended Compensation for the Elected City Clerk and Part-Time City Attorney**
Amended Resolution Establishing the Compensation and Working Conditions for the Elected City Clerk and Elected Part Time City Attorney (July 1, 2018 Through June 30, 2020) (HR)
Recommended Action – Adopt Resolution

COUNCILMEMBER REPORTS / REQUESTS FOR FUTURE AGENDA ITEMS:
(including AB 1234 Reports on Meetings and Conferences Attended at City Expense)

7. Councilmember Reports:

SAN RAFAEL SUCCESSOR AGENCY:

1. Consent Calendar: - None.

ADJOURNMENT:

Any records relating to an agenda item, received by a majority or more of the Council less than 72 hours before the meeting, shall be available for inspection in the City Clerk’s Office, Room 209, 1400 Fifth Avenue, and placed with other agenda-related materials on the table in front of the Council Chamber prior to the meeting. Sign Language interpreters and assistive listening devices may be requested by calling (415) 485-3198 (TDD) or (415) 485-3066 (voice) at least 72 hours in advance. Copies of documents are available in accessible formats upon request. Public transportation is available through Golden Gate Transit, Line 22 or 23. Paratransit is available by calling Whistlestop. Wheels at (415) 454-0964. To allow individuals with environmental illness or multiple chemical sensitivity to attend the meeting/hearing, individuals are requested to refrain from wearing scented products.



SAN RAFAEL CITY COUNCIL STAFF REPORT

Department: City Clerk

Prepared by: Lindsay Lara,
City Clerk

City Manager Approval: _____

TOPIC: Measure D Special Library Parcel Tax Committee Vacancy

SUBJECT: CALL FOR APPLICATIONS TO FILL ONE UNEXPIRED FOUR-YEAR TERM ON THE SAN RAFAEL MEASURE D SPECIAL LIBRARY PARCEL TAX COMMITTEE TO THE END OF JULY 2022 DUE TO THE RESIGNATION OF ROBERT ROSS

RECOMMENDATION:

It is recommended that the City Council approve the following actions:

1. Call for applications to fill one unexpired four-year term on the San Rafael Measure D Library Parcel Tax Committee to July 31, 2022;
2. Set deadline for receipt of applications for Tuesday, September 11, 2018 at 5:00 p.m. at City Hall in the City Clerk's Office, Room 209; and
3. Set date for interviews of applicants at a special City Council meeting to be held on a date to be determined.

BACKGROUND:

The Special Library Parcel Tax Committee's mission is to ensure that the revenues received from the voter approved parcel tax are spent only on the uses outlined in [Ordinance 1942](#). The Measure D Special Library Parcel Tax Committee consists of five members that [meet at least twice annually](#) and act as an independent citizens oversight committee to ensure that the Library spends the funds from the parcel tax in a manner consistent with the language of the ballot measure that approved the tax.

ATTACHMENTS:

1. Application Materials
2. Rob Ross resignation

FOR CITY CLERK ONLY

Council Meeting: 08-20-2018

Disposition: _____

ONE VACANCY - CITY OF SAN RAFAEL

SPECIAL LIBRARY PARCEL TAX OVERSIGHT COMMITTEE

Applications to serve on the San Rafael Special Library Parcel Tax Oversight Committee, to fill an unexpired four-year term to the end of July 2022, may be obtained online at <https://www.cityofsanrafael.org/boards-commissions/> and may be completed and submitted electronically. Hard copies of the application are also available online and in the City Clerk's Office.

The deadline for filing applications is **Tuesday, September 11, 2018 at 5:00 p.m.** in the City Clerk's Office, Room 209.

There is no compensation paid to Committee Members. Members must comply with the City's ethics training requirement of AB 1234, and reimbursement policy. See attached information.

ONLY RESIDENTS OF OR BUSINESS OWNERS WITHIN THE CITY OF SAN RAFAEL MAY APPLY.

Interviews of applicants are tentatively scheduled on a date to be determined.

Lindsay Lara
City Clerk
City of San Rafael



CITY OF SAN RAFAEL

APPLICATION TO SERVE AS MEMBER OF Special Library Parcel Tax Committee – Measure D

NAME: _____

*STREET ADDRESS: _____

*HOME & BUSINESS PHONE: (H) _____ (B) _____

*E-MAIL ADDRESS: _____

RESIDENT OF THE CITY OF SAN RAFAEL FOR _____ YEARS

PRESENT OCCUPATION/EMPLOYER: _____

EDUCATION: _____

PARTICIPATION IN THE FOLLOWING CIVIC ACTIVITIES: _____

MEMBER OF FOLLOWING CIVIC ORGANIZATIONS: _____

REASONS FOR WANTING TO SERVE: _____

DESCRIBE POSSIBLE AREAS OF CONFLICT OF INTEREST: _____

SIGNATURE: _____ **DATE:** _____

Filing Deadline:

Date: Tuesday, August 11, 2018

Time: 5:00 p.m.

Mail or deliver to:

City of San Rafael, City Hall, Dept. of City Clerk

1400 Fifth Avenue, Room 209, San Rafael, CA 94901

SPECIAL LIBRARY PARCEL TAX COMMITTEE

I. Roles, Responsibilities and Duties:

A. The responsibilities and duties of the **Special Library Parcel Tax Committee** (Committee) shall be limited as follows:

1. The Committee's sole function shall be to review expenditures of the revenues from the Special Library Services Parcel Tax adopted by Measure D on June 7, 2016 to ensure the monies have been expended in accordance with the authorized purposes of Measure D.
2. The Committee shall take steps to understand the allowable expenditures of the Special Library Services Parcel Tax monies (as identified in Chapter 3.36 of the Municipal Ordinance).
3. The Committee shall take steps to understand municipal revenue collection and distribution from local, state and federal sources.
4. The Committee shall prepare and submit to the City Council and the community an annual public report on the expenditures of the Special Library Services Parcel Tax revenues for the previous fiscal year. (anticipated each December.)

B. The Committee shall not have any budgetary decision authority, shall not allocate financial resources, and shall not make budget or service recommendations to the City Council.

C. The Committee shall have no authority to direct, nor shall it direct, City staff or officials.

II. Committee Structure and Proceedings:

A. Appointments

The City Council shall make appointments to the Committee consistent with the established manner of appointing various City Commissions and related committee members.

The Committee shall be composed of up to seven (7) members, but no less than five (5) members.

B. Qualification Standards

Members of the Committee shall be at least 18 years of age and reside within the City limits. The Committee may not include any employee or official of the City, or any vendor, contractor or consultant doing business with the City.

C. Term

Committee members shall serve for a term of either four or five years. Member's terms are to be staggered. At the Committee's first meeting, members will draw lots to select three members to serve a five-year term, the remaining members will serve a four year term.

D. Chair and Vice-Chair

The Mayor shall appoint the initial Chair. The Chair shall appoint the initial Vice-Chair. Thereafter, the Committee shall annually elect a chair and a Vice-Chair, who shall act as Chair only when the chair is absent.

E. Compensation

The Committee members shall serve without compensation.

F. Meetings

1. The Committee shall conduct at least two regular meetings a year.
2. Special meetings may be called by the Committee's chair. Special meetings may also be called by Committee members if three or more members petition the chair for a special meeting.
3. All meetings shall be noticed and shall be open to the public in accordance with the Ralph M. Brown Act, Government Code Section 54950 et seq. Each member of the Committee will be given a current copy of the Ralph M. Brown Act.
4. A majority of the Committee members shall constitute a quorum for the transaction of any business.

G. Vacancies and Removal

1. The City Council shall fill any vacancies on the Committee.
2. The City Council may remove any Committee member for any reason, including but not limited to, failure to attend two consecutive regular Committee meetings. Upon a member's removal, his or her seat shall be automatically deemed vacant.

H. City Support

The City shall provide to the Committee necessary technical and administrative assistance as follows:

1. Preparation, provision and posting of public notices as required by the Brown Act and in the same manner as noticing City Council meetings.
2. Provision of a meeting room, including any available City audio/visual equipment.
3. Provision of meeting materials, such as agendas, minutes and supporting reports.
4. Retention of Committee records.
5. Properly staff all Committee meetings.
6. Educate committee members on municipal finance.

I. Termination of Committee

The Committee shall automatically disband six (6) months after the enabling ordinance is repealed, ruled invalid or terminates under the provisions of the ordinance

NOTICE TO BOARD & COMMISSION APPLICANTS REGARDING ETHICS TRAINING

On January 1, 2006, a new law became effective that requires two (2) hours of ethics training of the local legislative bodies by January 1, 2007. This new law defines a local legislative body as a "Brown Act" governing body, whether permanent or temporary, decision-making or advisory, and created by formal action of the City Council. In other words, any person serving on a City Council, Board, Commission, or Committee created by the Council is subject to this ethics training requirement. After this initial class, training will be required every two years.

Ethics training can be accomplished by taking a 2-hour class, self-study, or an on-line class. You may seek reimbursement for taking any authorized ethics class. The city staff member that is assigned to your committee can help you with the reimbursement process.

After you have completed the ethics class, the original certificate needs to be given to the City Manager's Office for record-keeping, with a copy kept for your records.

AB 1234 (Salinas). Local Agencies: Compensation and Ethics

Chapter 700, Statutes of 2005


This law does the following:

- **Ethics Training:** Members of the Brown Act-covered decision-making bodies must take two hours of ethics training every two years, if they receive compensation or are reimbursed expenses. The training can be in-person, on-line, or self-study. For those in office on 1/1/06, the first round of training must be completed by 1/1/07.
- **Expense Reimbursement -- Levels:** Local agencies which reimburse expenses of members of their legislative bodies must adopt written expense reimbursement policies specifying the circumstances under which expenses may be reimbursed. The policy may specify rates for meals, lodging, travel, and other expenses (or default to the Internal Revenue Service's (IRS) guidelines). Local agency officials must also take advantage of conference and government rates for transportation and lodging.
- **Expense Reimbursement -- Processes:** Local agencies, which reimburse expenses, must also provide expense reporting forms; when submitted, such forms must document how the expense reporting meets the requirements of the agency's expense reimbursement policy. Officials attending meetings at agency expense must report briefly back to the legislative body at its next meeting.

From: Rob Ross
To: [Lindsay Lara](#)
Subject: Measure D Parcel Tax Board Resignation
Date: Tuesday, August 07, 2018 10:40:01 PM

Hi Lindsay,

I hope all is well. After chatting with Henry and having evaluated the sum total of my commitments, I believe it is in the best interest of the city, library, and myself if I resign from the Measure D Parcel Tax Board and focus my energies as a Library Trustee.

Feel free to contact me if you have any questions ().

Warmest regards,
Robert Ross



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

**Prepared by: Bill Guerin,
Director of Public Works**

City Manager Approval:

File No.: 06.01.229

TOPIC: CITY HALL SWITCHGEAR REPLACEMENT PROJECT

SUBJECT: RESOLUTION AWARDING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION AGREEMENT TO CES CORP. DBA CAL ELITE BUILDERS FOR THE CITY HALL SWITCHGEAR REPLACEMENT PROJECT, IN THE AMOUNT OF \$489,990; AND AUTHORIZING CONTINGENCY FUNDS IN THE AMOUNT OF \$50,010 FOR A TOTAL APPROPRIATED AMOUNT OF \$540,000.

RECOMMENDATION: Adopt the resolution.

BACKGROUND: San Rafael City Hall was constructed in the 1960s, at which time the electrical switch gear was built into the basement of the building. The switchgear is an electrical panel that splits the main power into separate subpanels to distribute electricity throughout the building. At 50+ years old, the electrical switchgear is past its usable life and in need of replacement. In addition, the existing PG&E transformer and electrical service to City Hall does not comply with current PG&E standards and will need to be upgraded and relocated as part of this project. The City plans to install solar panels at City Hall. Bringing the electrical switchgear systems up to date is necessary prior to connecting in the new solar panel system.

The switchgear replacement was initially included as a project that could be funded as part of a California Energy Commission (CEC) loan. As the design was initiated and staff discussed this project with PG&E representatives, it was discovered that the switchgear replacement did not provide a significant energy savings payback and was not included in the final list of projects paid for through the loan program. Other projects, such as LED Street Light replacements, made better use of the CEC loan because they have a much shorter payback period. The CEC loan program was approved by the City Council in November 2016 and the work associated with replacing the City street lights is almost complete.

In 2017 the City procured services from ME Engineers to design the new switchgear system, which is to be located outside the building envelope on a new concrete pad adjacent to the upper parking lot. ME Engineers completed their design in the spring of 2018 and on July 2, 2018 the project was publicly advertised in accordance with San Rafael's Municipal Code.

ANALYSIS:

FOR CITY CLERK ONLY

File No.: _____

Council Meeting: 08-20-2018

Disposition: _____

On August 2, 2018 the following bids were received:

Bidder	Amount Bid
CES Corp, DBA Cal Elite Builders	\$489,990.00
Clyde G Stegal, Inc.	\$515,226.00
Mike Brown Electric	\$747,000.00
CWS Construction Group	\$779,996.95

There is an irregularity with the low bid of \$489,990 from CES Corp, DBA Cal Elite Builders, because the low bidder signed and submitted a required affidavit attesting that the bidder did not collude with anyone in procuring the bid or to gain an advantage over other bidders; however, he failed to have the affidavit notarized as required by the bid documents. (The low bidder has since had the document notarized.) Staff believes that this bid discrepancy should be considered to be inconsequential because it does not affect the amount of the bid or give the bidder an advantage over other bidders, nor does it provide a potential vehicle for favoritism, or influence potential bidders to refrain from bidding, or affect the City's ability to make bid comparisons. Public Works staff has determined that the low bid from CES Corp, DBA Cal Elite Builders is in all other respects both responsive and responsible. Therefore, Staff recommends that the City Council waive this irregularity and award the construction contract to the low bidder CES Corp, DBA Cal Elite Builders.

Staff recommends awarding the construction contract to CES Corp, DBA Cal Elite Builders for the amount bid and recommends that the City Council authorize a construction contingency for the project in an amount of \$50,010 for a total authorized amount of \$540,000.

FISCAL IMPACT: The referenced City Hall Switchgear Replacement Project was listed in the City's 2016/17 Capital Improvement Program (CIP) as well as noted as an active project in the 2018/18 CIP, with a budget of \$460,000, supported by the Building Fund no. 603. The difference between the CIP budget and the low bid is due to a change made to the project during the course of the design. The location of the PG&E tie-in, which is the connection to PG&E's main line system on the roadway was changed resulting in more trenching. In addition, staff continues to see an increase in construction costs.

Since the existing switchgear is obsolete and potentially a safety problem, staff recommends appropriating \$540,000.00 from the Building Fund (fund no. 603) for this project. The Building Fund (fund no. 603) has sufficient resources to fund the switchgear project.

OPTIONS:

The City Council has the following options to consider relating to this matter:

1. Adopt the resolution as presented.
2. Reject all bids and direct staff to rebid the construction for this project. If this option is chosen, soliciting new proposals or rebidding the project will delay construction.
3. Reject all bids and direct staff to stop work on the project.

RECOMMENDED ACTION: Staff recommends that the City Council adopt a resolution awarding and authorizing the City Manager to execute the construction agreement for the City Hall Switchgear Replacement and PG&E Upgrades Project No. 11304 to CES Corp, DBA Cal Elite Builders, in an amount of \$489,990.00 and authorizing contingency funds in the amount of \$50,010.00, for a total amount not to exceed \$540,000.00.

ATTACHMENTS:

1. Resolution
2. Exhibit 1 to resolution: Agreement

RESOLUTION NO.

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL AWARDING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION AGREEMENT TO CES CORP. DBA CAL ELITE BUILDERS FOR THE CITY HALL SWITCHGEAR REPLACEMENT PROJECT, IN THE AMOUNT OF \$489,990; AND AUTHORIZING CONTINGENCY FUNDS IN THE AMOUNT OF \$50,010 FOR A TOTAL APPROPRIATED AMOUNT OF \$540,000.

WHEREAS, on the 6th day of July 2018, pursuant to due and legal notice published in the manner provided by law, inviting sealed bids or proposals for the work hereinafter mentioned, as more fully appears from the Affidavit of Publication thereof on file in the office of the City Clerk of the City of San Rafael, California, the City Clerk of said City did publicly open, examine, and declare all sealed bids or proposals for doing the following work in said City, to wit:

“City Hall Switchgear Replacement and PG&E Upgrades”

City Project No. 11304

in accordance with the plans and specifications therefore on file in the Department of Public Works, 111 Morpew Street, San Rafael; and

WHEREAS, the bid of \$489,990.00 from CES Corp. DBA Cal Elite Builders, at the unit prices stated in its bid, was and is the lowest and best bid for said work and said bidder is the lowest responsible bidder; and

WHEREAS, the Council finds that the lack of a notarization on the signed Non-Collusion Affidavit submitted with the bid from CES Corp. DBA Cal Elite Builders is an inconsequential irregularity and should be waived, because it does not affect the amount of the bid or give the bidder an advantage over other bidders, nor does it provide a potential vehicle for favoritism, or influence potential bidders to refrain from bidding, or affect the City’s ability to make bid comparisons; and

WHEREAS, staff has recommended that the project budget include a contingency amount of \$50,010.00; and

WHEREAS, the Council finds that this project is for the replacement of existing electrical switchgear equipment at the San Rafael City Hall that is categorically exempt from environmental review under the California Environmental Quality Act (“CEQA”, 14 Cal Code Regs §15301;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN RAFAEL

RESOLVES as follows:

1. The plans and specifications for the City Hall Switchgear Replacement and PG&E Upgrades, City Project No.11304, on file in the Department of Public Works, 111 Morpew Street, San Rafael, are hereby approved.

2. The bid of CES Corp. DBA Cal Elite Builders is hereby accepted at the unit prices stated in its bid, and the contract for said work and improvements is hereby awarded to CES Corp. DBA Cal Elite Builders at the stated unit prices.
3. The City Manager is authorized and directed to execute a contract with CES Corp. DBA Cal Elite Builders for the bid amount, in the form attached hereto as Exhibit 1 and incorporated herein, subject to final approval as to form by the City Attorney, and to return the bidder's bond upon the execution of the contract.
4. Funds for the project totaling \$540,000, which includes the construction award amount and contingency, will be appropriated for City Project No. 11304, from the Building Replacement Fund #603.
5. The City Manager is hereby authorized to take any and all such actions and make changes as may be necessary to accomplish the purpose of this resolution.

I, **Lindsay Lara**, Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of said City held on Monday, the 20th day of August, 2018 by the following vote, to wit:

AYES: **COUNCILMEMBERS:**
NOES: **COUNCILMEMBERS:**
ABSENT: **COUNCILMEMBERS:**

File No.: 06.01.229

LINDSAY LARA, City Clerk

City of San Rafael ♦ California

Form of Agreement for

City Hall Switchgear Replacement and PG&E Upgrades

This Agreement is made and entered into this ____ day of _____ 2018 by and between the City of San Rafael (hereinafter called City) and **CES Corp. DBA Cal Elite Builders** (hereinafter called Contractor). Witnesseth, that the City and the Contractor, for the considerations hereinafter named, agree as follows:

I - Scope of the Work

The Contractor hereby agrees to furnish all of the materials and all of the equipment and labor necessary, and to perform all of the work described in the specifications for the project entitled: **City Hall Switchgear Replacement and PG&E Upgrades** all in accordance with the requirements and provisions of the Contract Documents as defined in the General Conditions which are hereby made a part of this Agreement. The required additional insured coverage for City under contractor's liability insurance policy shall be primary with respect to any insurance or coverage maintained by city and shall not call upon city's insurance or self-insurance for any contribution.

II- Time of Completion

- (a) The work to be performed under this Contract shall be commenced within **Five (5) Working Days** after the date of written notice by the City to the Contractor to proceed.
- (b) All work shall be completed, including all punchlist work, within **Sixty (60) Working Days** and with such extensions of time as are provided for in the General Provisions.

III - Liquidated Damages

It is agreed that, if all the work required by the contract is not finished or completed within the number of working days as set forth in the contract, damage will be sustained by the City, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the City, the sum of **\$1,900** for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above; and the Contractor agrees to pay said liquidated damages herein provided for, and further agrees that the City may deduct the amount thereof from any moneys due or that may become due the Contractor under the contract.

IV - The Contract Sum

The City shall pay to the Contractor for the performance of the Contract the amounts determined for the total number of each of the units of work in the following schedule completed at the unit price stated. The number of units contained in this schedule is approximate only, and the final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the Contract; .

ITEM	DESCRIPTION	ESTIMATEI QUANTITY	UNIT		UNIT PRICE	TOTAL PRICE
1.	Mobilization (3% Maximum of Base Bid)	1	LS	@	17,000.00	= 17,000.00
2.	Clearing and Grubbing	1	LS	@	20,000.00	= 20,000.00
3.	Excavation and Backfill	275	CY	@	160.00	= 44,000.00
5.	Minor Concrete					
	a. Concrete Paving	380	SF	@	60.00	= 22,800.00
	b. Concrete Pad	640	SF	@	75.00	= 48,000.00

ITEM	DESCRIPTION	ESTIMATEI QUANTITY	UNIT		UNIT PRICE		TOTAL PRICE
5.	Concrete Retaining Wall	50	CY	@	980.00	=	49,000.00
7.	Black Clad Chain Link Fence	70	LF	@	150.00	=	10,500.00
8.	Electrical	1	LS	@	278,690.00	=	278,690.00
BASE BID \$							<u>\$489,990.00</u>

Four hundred Eighty Nine Thousand Nine hundred Ninety dollars and 0/100

(BASE BID WRITTEN IN WORDS)

V - Progress Payments

- (a) On not later than the 6th day of every month the Public Works Department shall prepare and submit an estimate covering the total quantities under each item of work that have been completed from the start of the job up to and including the 25th day of the preceding month, and the value of the work so completed determined in accordance with the schedule of unit prices for such items together with such supporting evidence as may be required by the City and/or Contractor .
- (b) As soon as possible after the preparation of the estimate, the City shall, after deducting previous payments made, pay to the Contractor 95% of the amount of the estimate as approved by the Public Works Department.
- (c) Final payment of all moneys due shall be made within 15 days after the expiration of 35 days following the filing of the notice of completion and acceptance of the work by the Public Works Department.
- (d) The Contractor may elect to receive 100% of payments due under the contract from time to time, without retention of any portion of the payment by the public agency, by depositing securities of equivalent value with the public agency in accordance with the provisions of Section 22300 of the Public Contract Code. Such securities, if deposited by the Contractor, shall be valued by the City's Finance Director, whose decision on valuation of the securities shall be final.

VI - Acceptance and Final Payment

- (a) Upon receipt of written notice that the work is ready for final inspection and acceptance, the Engineer shall within 5 days make such inspection, and when he finds the work acceptable under the Contract and the Contract fully performed, he will promptly issue a Notice of Completion, over his own signature, stating that the work required by this Contract has been completed and is accepted by him under the terms and conditions thereof, and the entire balance found to be due the Contractor, including the retained percentage, shall be paid to the Contractor by the City within 15 days after the expiration of 35 days following the date of recordation of said Notice of Completion.
- (b) Before final payment is due the Contractor shall submit evidence satisfactory to the Engineer that all payrolls, material bills, and other indebtedness connected with work have been paid, except that in case of disputed indebtedness or liens the Contractor may submit in lieu of evidence of payment a surety bond satisfactory to the City guaranteeing payment of all such disputed amounts when adjudicated in cases where such payment has not already been guaranteed by surety bond.
- (c) Contractor shall provide a "Defective Material and Workmanship Bond" for 50% of the Contract Price, before the final payment will be made.
- (d) The making and acceptance of the final payment shall constitute a waiver of all claims by the City, other than those arising from any of the following: (1) unsettled liens; (2) faulty work appearing within 12 months after final payment; (3) requirements of the specifications; or (4) manufacturers' guarantees. It shall also constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.
- (e) If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Engineer so certifies, the City shall, upon certificate of the Engineer, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted.

Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

IN WITNESS WHEREOF, City and Contractor have caused their authorized representatives to execute this Agreement the day and year first written above.

CITY OF SAN RAFAEL:

Jim Schutz
City Manager

ATTEST:

CES Corp. DBA Cal Elite Builders
By:

Lindsay Lara
City Clerk

Printed Name:
Title of Corporate Officer:

APPROVED AS TO FORM:

CES Corp. DBA Cal Elite Builders
By:

Robert F. Epstein
City Attorney
File No.: 18.06.59

Printed Name:
Title of Corporate Officer:



SAN RAFAEL
THE CITY WITH A MISSION

Agenda Item No: 4.c

Meeting Date: August 20, 2018

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

Prepared by: Bill Guerin
Director of Public Works

City Manager Approval:

A handwritten signature in black ink, appearing to be 'AS', written over a horizontal line.

File No.: 08.03.15

TOPIC: STORMWATER PUMP STATION REPAIR AGREEMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH PUMP REPAIR SERVICE COMPANY TO PERFORM REPAIR AND REPLACEMENT WORK ON THREE STORMWATER PUMP STATIONS, IN AN AMOUNT NOT TO EXCEED \$355,237.

RECOMMENDATION: Adopt the resolution.

BACKGROUND: The City of San Rafael has 12 storm water pump stations that serve as the backbone of the City's flood control system. The vast majority of storm drain inlets located along roadways throughout the City drain into one of the 12 pump stations that run a total of 36 pumps. The pump stations have the combined ability to discharge 2 million gallons of water per minute during significant storm events. The importance of well-functioning pump stations cannot be overstated, as many parts of San Rafael are surrounded by hillsides and are in low-lying areas susceptible to flooding during major rain events. Most recently, the City was fortunate enough to escape major flooding damage during the 2017 FEMA-declared disaster winter storm events, mostly due to proper stormwater-related maintenance and well-functioning pumps at the 12 stations.

While day-to-day maintenance at the stations is performed by the Public Works maintenance staff under the direction of the Operations and Maintenance Manager, the City annually contracts with specialized companies for thorough inspections of, and repairs to, the pump stations to ensure the pumps and control systems are properly functioning ahead of the upcoming winter storm season.

FOR CITY CLERK ONLY

File No.:

Council Meeting: 08-20-2018

Disposition:

It is important to note that all but three of the storm water pump stations (Lindaro, North Francisco, and Rossi) were constructed in the 1950s and 1960s, and continue to rely on original equipment, including pumps and control systems. During heavy rain events, garbage, rocks and other forms of debris often enter the storm water pump station system, causing significant damage to the pumps and piping system over time.

Damaged pumps must be pulled using large construction equipment and taken to an outside facility which specializes in pump repair in order to perform the repairs and rebuilds. In many cases, replacement of the bowl, shaft and/or housing assemblies is required, as these parts of the pump are particularly vulnerable to damage from debris. Because the pumps are submerged when they are installed at the pump station, it is nearly impossible to determine the full extent of the damage that lies on the inside of the fully enclosed pump system. Removal and disassembly of the pump is needed to fully assess the damage.

ANALYSIS: Due to the age and specialized nature of the pumps that need maintenance and rebuilds, very few companies are familiar with San Rafael's older pumps stations and choose to bid for the repair and rebuild work, and in the past the City Council has waived compliance with formal bidding as permitted by San Rafael Municipal Code (SRMC) section 11.50.090(B)(2). Nevertheless, last year Public Works staff sought informal bids from various contractors for the maintenance and repair work required. Three bids were received last year: one from Pump Repair Company, to which the contract was awarded at the low bid and which has been awarded the contract in the past; one from a company which proposed subcontracting out the work to Pump Repair Company (at a higher rate); and one from a third company which was new to San Rafael and submitted a very high bid. Ultimately the City Council waived the requirement of formal bidding for this work.

This year, staff again sought proposals from three companies. The extent of the repairs required is only estimated at the time contractors inspect each station, and not fully known until the pumps have been removed from their submerged state within the stations and a full pump evaluation is completed. Only two of the three companies responded, with one being an incomplete bid. Pump Repair Service Company was the only fully responsive bid.

The following pumps need to be replaced or repaired:

<i>Stormwater Pump Station</i>	<i>Schedule</i>	<i>Cost (Pump Repair Service Company)</i>
Peacock Pump Station	12 weeks	\$115,072
North Francisco Pump Station	12 weeks	\$93,999
Montecito Pump Station	12 weeks	\$99,831
15% Contingency		\$46,335
Total		\$355,237

Peacock Pump Station: The Peacock Pump Station located at 34 Lagoon Road, services the Peacock Gap and Glenwood neighborhoods, in addition to controlling the water level and quality of Peacock Lagoon. Pump #2 at Peacock Pump station needs to be replaced entirely due to failure in the 20' ft column that houses the impeller shaft.

North Francisco Pump Station: North Francisco Pump Station is located along the 225 Francisco Blvd East and serves the storm drain systems of the Bret Harte, Gerstle Park, and Woodland neighborhoods. North Francisco is the City's largest pump station. Pump # 3 is one of four 250 H.P. pumps that serve serves the area. These pumps have been in service since 2001 and Pump #3 will be the first pump in 18 years to be removed for service. Over the next 3 years Public Works plans on performing service repairs to the remaining three pumps.

Montecito Pump Station: The Montecito Pump Station is located at 199 Third St and serves the southern end of Grand Avenue west of Embarcadero and the entire Montecito neighborhood. Pump #2 at the station needs full replacing of the bowl and bell assembly on the lower section of the pump. This is the last of three pumps to be replaced at the Montecito station.

As noted above, repairs at the City's storm water pump stations are highly specialized, as many of the stations contain original equipment and technology from when they were constructed in the 1950's and 1960's. That formal competitive bidding would be unlikely to lead to an advantage to the City is supported by staff's receipt of only one complete proposal when requested informally again this year. Therefore, DPW again recommends that the City Council waive formal competitive bidding pursuant to SRMC section 11.50.090(B)(2) and award the contract to Pump Repair Service Company in the amount not to exceed \$355,237, to replace the pumps at the Peacock, Montecito and North Francisco Pump Station.

Pump Repair Service Company is familiar with the City's storm water pump system, much of which contains original equipment and technology. Pump Repair Service Company has provided reasonable pricing and high-quality service to the pump stations in the past.

FISCAL IMPACT: There are sufficient funds available in the Storm Water Fund (no. 205) for the proposed pump repair and maintenance work. This work is also budgeted in the FY 2018-19-FY 2020-21 Capital Improvement Program (CIP) under Stormwater Operations and Maintenance:

OPTIONS:

The City Council has the following options to consider relating to this matter:

1. Adopt a resolution waiving competitive bidding and authorizing the City Manager to execute an agreement with Pump Repair Service Company of San Francisco for repair and replacement work on three stormwater pump stations in an amount not-to-exceed \$355,237.
2. Do not adopt the resolution, and direct staff to engage in formal bidding

procedures to solicit bids for the project. This option will take additional time and may have significant impacts to the functionality of the pump stations for the coming winter season if the pumps are not replaced in time for the winter storm season.

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to execute an agreement with Pump Repair Service Company of San Francisco for repair and replacement work on three stormwater pump stations in an amount not to exceed \$355,237.

ATTACHMENTS:

1. Resolution
2. Agreement
3. Exhibit A to Agreement – Peacock Pump Station Repairs
4. Exhibit B to Agreement – North Francisco Pump Station Repairs
5. Exhibit C to Agreement – Montecito Pump Station Repairs

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL
APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN
AGREEMENT WITH PUMP REPAIR SERVICE COMPANY TO PERFORM
REPAIR AND REPLACEMENT WORK ON THREE STORMWATER PUMP
STATIONS, IN AN AMOUNT NOT TO EXCEED \$355,237.**

WHEREAS, the City of San Rafael has 12 storm water pump stations which serve as a vital and central component of the City's flood control system during winter storm events; and

WHEREAS, most of the City's storm water pump stations were constructed in the 1950's and 1960's and therefore require routine maintenance due to their age, normal wear and tear, and the presence of garbage, rocks and other forms of debris that damage pump mechanisms; and

WHEREAS, while the majority of the City's 33 storm water pumps are functioning, there are three individual pumps in immediate need of replacement; and

WHEREAS, due to the highly specialized nature of pump repair, there are few companies which are able to perform the required maintenance on the City's pumps; therefore the use of formal competitive bidding procedures is unlikely to produce an advantage for the City; and

WHEREAS, Pump Repair Service Company is familiar with the City's storm water pump system, and has provided reasonable pricing and high quality service to the pump stations in the past;

WHEREAS, pursuant to staff's informal request for proposals to perform the necessary work, Pump Repair Service Company submitted a competitive proposal and was the only bidder that submitted a complete proposal to repair or replace the storm water pumps; and

WHEREAS, there are sufficient funds in the City's Storm Water Fund (#205) to accommodate this proposed expenditure, and the Capital Improvement Program budgeted funds for the purpose of pump repair and replacement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Rafael hereby waives the requirement for formal competitive bidding, and authorizes the City Manager to enter into a maintenance contract with Pump Repair Service Company for the required pump repair and replacement services, in an amount not to exceed \$355,237, with funds to be appropriated in the Storm Water Special Revenue Fund, in the form attached hereto as Exhibit A and incorporated herein by reference, subject to final approval as to form by the City Attorney.

IT IS FURTHER ORDERED AND RESOLVED, that the City Manager is hereby authorized to take any and all such actions and make changes as may be necessary to accomplish the purpose of this resolution.

I, LINDSAY LARA, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the Council of said City on the 20th day of August 2018, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk

File No.: 08.03.15

City of San Rafael - California
Form of Agreement for Informal Bids
2018 Pump Station Repair & Replacement

This Agreement is made and entered into as of the ___ day of _____, 2018 by and between the City of San Rafael (hereinafter called City) and **Pump Repair Service Company**, (hereinafter called Contractor). Witnesseth, that the City and the Contractor, for the considerations hereinafter named, agree as follows:

1. Scope of the Work.

The Contractor hereby agrees to furnish all of the materials, equipment, and labor necessary to perform the routine weekly and monthly landscape maintenance work for the project entitled “**2018 Pump Repair & Replacement**,” all in accordance with the scope of work and requirements outlined in the Exhibits A, B, and C dated July 30, 2018, July 25, 2018, and July 20, 2018 respectively, and attached hereto.

2. Prevailing Wages.

Pursuant to the requirements of California Labor Code Section 1771, and San Rafael Municipal Code Section 11.50.180 (C), the general prevailing wage in the locality in which the work is to be performed, for each craft or type of worker needed to execute the contract, shall be followed.

3. Time of Completion

(a) The work to be performed under this Contract shall be commenced within **Ninety (90) WORKING DAYS** after the date of written notice by the City to the Contractor to proceed.

(b) All work shall be completed, including all punchlist work, within the time period as specified in the **SCHEDULE** in Section III hereafter, with such extensions of time as are provided for in the General Provisions.

4. The Contract Sum.

The City shall pay to the Contractor for the performance of the Contract the amounts determined for the total number of each of the units of work in the following schedule completed, at the unit price stated.

BID ITEMS

Item	Description	Schedule	Quantity	Unit	Unit Cost	Total Cost
1.	Peacock Pump Station: Prime Propeller Pump and 125 HP 580 RPM Motor	8weeks	1	LS @	\$115,072	\$115,072
2.	North Francisco Pump Station: Pump #3	12weeks	1	LS @	\$93,999	\$93,999
3.	Montecito Pump Station, Pump #2	12weeks	1	LS @	\$99,831	\$99,831
4.	15% Contingency					\$46,355
5.	Grand total					\$355,237.00

5. Payments.

Payment will be made monthly upon receipt by the City of itemized invoices submitted by Contractor, showing work performed during the invoice period.

6. Insurance.

(a) **Scope of Coverage.** During the term of this Agreement, Contractor shall maintain, at no expense to City, the following insurance policies:

1. A commercial general liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, for death, bodily injury, personal injury, or property damage.
2. An automobile liability (owned, non-owned, and hired vehicles) insurance policy in the minimum amount of one million dollars (\$1,000,000) dollars per occurrence.
3. If it employs any person, Contractor shall maintain worker's compensation insurance, as required by the State of California, with statutory limits, and employer's liability insurance with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. Contractor's worker's compensation insurance shall be specifically endorsed to waive any right of subrogation against City.

(b) **Other Insurance Requirements.** The insurance coverage required of the Contractor in subparagraph (a) of this section above shall also meet the following requirements:

1. The insurance policies shall be specifically endorsed to include the City, its officers, agents, employees, and volunteers, as additionally named insureds under the policies.
2. The additional insured coverage under Contractor's insurance policies shall be primary with respect to any insurance or coverage maintained by City and shall not call upon City insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in Contractor's policies shall be at least as broad as ISO form CG20 01 04 13.
3. The insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.
4. By execution of this Agreement, Contractor hereby grants to the City a waiver of any right to subrogation which any insurer of Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
5. If the insurance is written on a Claims Made Form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than five years.
6. The insurance policies shall provide for a retroactive date of placement coinciding with the effective date of this Agreement.
7. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract or agreement) before City's own insurance or self-insurance shall be called upon to protect it as a named insured.
8. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to City or any other additional insured party. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

(c) **Deductibles and SIR's.** Any deductibles or self-insured retentions in Contractor's insurance policies must be declared to and approved by the City, and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR)

provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City or other additional insured party. At City's option, the deductibles or self-insured retentions with respect to City shall be reduced or eliminated to City's satisfaction, or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

- (d) **Proof of Insurance.** Contractor shall provide to the City all of the following: (1) Certificates of Insurance evidencing the insurance coverage required in this Agreement; (2) a copy of the policy declaration page and/or endorsement page listing all policy endorsements for the commercial general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this Agreement. City reserves the right to obtain a full certified copy of any insurance policy and endorsements from Contractor. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by City.

7. Indemnification.

- (a) Contractor shall, to the fullest extent permitted by law, indemnify, release, defend with counsel approved by City, and hold harmless City, its officers, agents, employees and volunteers (collectively, the "City Indemnitees"), from and against any claim, demand, suit, judgment, loss, liability or expense of any kind, including but not limited to attorney's fees, expert fees and all other costs and fees of litigation, (collectively "CLAIMS"), arising out of Contractor's performance of its obligations or conduct of its operations under this Agreement. The Contractor's obligations apply regardless of whether or not a liability is caused or contributed to by the active or passive negligence of the City Indemnitees. However, to the extent that liability is caused by the active negligence or willful misconduct of the City Indemnitees, the Contractor's indemnification obligation shall be reduced in proportion to the City Indemnitees' share of liability for the active negligence or willful misconduct. In addition, the acceptance or approval of the Contractor's work or work product by the City or any of its directors, officers or employees shall not relieve or reduce the Contractor's indemnification obligations. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Contractor's performance of or operations under this Agreement, Contractor shall provide a defense to the City Indemnitees or at City's option reimburse the City Indemnitees their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.
- (b) The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement, and shall survive the termination or completion of this Agreement for the full period of time allowed by law.

8. Nondiscrimination.

Contractor shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, ancestry, national origin or disability in connection with or related to the performance of its duties and obligations under this Agreement.

9. Compliance with All Laws.

Contractor shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations, in the performance of its duties and obligations under this Agreement. Contractor shall perform all services under this Agreement in accordance with these laws, ordinances, codes and regulations. Contractor shall release, defend, indemnify and hold harmless City, its officers, agents and employees from any and all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

10. No Third Party Beneficiaries.

City and Contractor do not intend, by any provision of this Agreement, to create in any third party, any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

11. Notices.

All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

To City: Public Works Director City of San Rafael
1400 Fifth Avenue
P.O. Box 151560
San Rafael, CA 94915-1560

To Contractor: Pump Repair Service Co.
P.O. Box 34327
San Francisco, CA 94134-0327

12. Independent Contractor.

For the purposes, and for the duration, of this Agreement, Contractor, its officers, agents and employees shall act in the capacity of an Independent Contractor, and not as employees of the City. Contractor and City expressly intend and agree that the status of Contractor, its officers, agents and employees be that of an Independent Contractor and not that of an employee of City.

13. Entire Agreement; Amendments.

- (a) The terms and conditions of this Agreement, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement.
- (b) This written Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between the Contractor and the City.
- (c) No other agreement, promise or statement, written or oral, relating to the subject matter of this Agreement, shall be valid or binding, except by way of a written amendment to this Agreement.
- (d) The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by the Contractor and the City.
- (e) If any conflicts arise between the terms and conditions of this Agreement, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.

14. Waivers.

The waiver by either party of any breach or violation of any term, covenant or condition of this Agreement, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration which may become due or owing under this Agreement, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, covenant of this Agreement or any applicable law, ordinance or regulation.

15. City Business License; Other Taxes.

Contractor shall obtain and maintain during the duration of this Agreement, a City business license as required by the San Rafael Municipal Code Contractor shall pay any and all state and federal taxes and any other applicable taxes. City shall not be required to pay for any work performed under this Agreement, until Contractor has provided City with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

16. Warranty.

Any plants installed and maintained by Contractor are under warranty for a one-year period against defects and will be replaced at no additional charge. This warranty is void if plants die or are in permanent decline due to causes outside of Contractor's control such as, but not limited to: acts of God, or vandalism or other damage caused by wrongful acts of third parties.

IN WITNESS WHEREOF, City and Contractor have caused their authorized representatives to execute this Agreement the day and year first written above.

CITY OF SAN RAFAEL:

Jim Schutz
City Manager

ATTEST:

Pump Repair Service Company.

Esther C. Beirne
City Clerk

Printed Officer Name:
Title:

and

APPROVED AS TO FORM:

Robert F. Epstein
City Attorney

Printed Officer Name:
Title:

File No.: 03.01.180.06



July 30, 2018

San Rafael Sanitation District
111 Morphew Street
San Rafael, CA 94915-1560

Attn: Mark Wright

SUBJECT: PEACOCK GAP PUMP STATION:

Dear Mark,

We are pleased to provide you with two replacement estimate options:

Option 1: Replace Peerless 42PL Pump and 125 HP 514 RPM Motor Per original S/N 188109-10

1 – Peerless 42PL 1 stage propeller pump with 36" column pipe, below ground discharge bronze propeller, 3 ½" oil tubes, 416 SS shaftings with 48" high motor stand epoxy coated	\$131,150.00
1 – GE 125 HP 514 RPM 460 volts VHS motor premium efficiency	31,500.00
1 – 36" Dresser pipe coupling	1,175.00
Misc. hardware	250.00
Materials	164,075.00
Factory freight (estimated).....	5,000.00
Sales tax 9%	15,216.75
Estimated field labor	5,616.00
Estimated 40 Ton crane truck/flatbed	4,500.00
Estimated Total.....	\$194,407.75
Delivery	30 Weeks

Option 2: Prime Propeller Pump and 125 HP 580 RPM Motor

1 – Prime 36P26-24 1 stage propeller Pump with 36" column pipe, below Ground discharge, bronze propeller, 3 ½" oil tubes, 416 SS shafting 48" High motor stand epoxy coating	\$70,560.00
1 – GE 125 HP 580 RPM 460 volts VHS motor premium efficiency	21,805.00
1 – 36" Dresser pipe coupling	1,175.00
Misc. hardware	250.00
Materials	93,790.00

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City of San Rafael
July 30, 2018

Factory freight (estimated).....	2,500.00
Sales tax 9%	8,666.10
Estimated field labor	5,616.00
Estimated 40 Ton crane truck/Flatbed	4,500.00
Estimated Total.....	\$115,072.10
Delivery	14 Weeks

Note: The new motor will require new electrical conduit and wires. To be completed by others.

If you have any questions on the above options, please give me a call.

Sincerely,



Wayne Archer

WA/dm



July 25, 2018

City of San Rafael
 111 Morpew Street
 San Rafael, CA 94915-1560

Attn: Mark Wright

SUBJECT: NORTH FRANCISCAN STATION PUMP #3

Dear Mark,

We are pleased to provide you with an estimate to remove, repair and reinstall the **Cascade 48AP**, 1 stage propeller pump with 250 HP 440 RPM motor using the parts and labor that are listed below.

1- Suction bowl bushing, bronze.....	\$915.00
1 – Discharge bowl bushing, bronze.....	815.00
1 – Discharge bowl bushing, bronze.....	815.00
1 – Bowl shaft, 416 SS.....	5,790.00
4 – Line shaft coupling CFS @ \$510.00 each.....	2,040.00
5 – Line shaft bearing, bronze @ \$1,440.00 each.....	7,200.00
1 – Bottom line shaft, CFS.....	4,300.00
1 – Bottom enclosing tube, steel.....	3,000.00
1 – Top line shaft, CFS.....	2,300.00
5 – Top enclosing tube, steel @ \$1,450.00 each.....	7,250.00
1 – Head shaft, CFS.....	1,575.00
1 – Impeller half rings.....	780.00
1 – Set of motor bearings.....	2,840.00
Misc. Hardware.....	500.00
Materials.....	40,120.00
Freight.....	1,500.00
Sales tax 9%.....	3,745.00
Sandblast, devcon steel and machine	
Discharge bowl.....	1,850.00
Straighten and balance propeller.....	1,250.00
Clean, dip and bake stator.....	540.00
Shop labor to repair motor.....	4,212.00
Shop labor to repair pump.....	17,550.00

Page 2
City of San Rafael
July 25, 2018

Estimated field labor.....	11,232.00
Estimated 80 ton crane with rigger and 40 foot flatbed.....	<u>12,000.00</u>
Estimated Total.....	\$93,999.00
Delivery on Parts	5 Weeks

Notes: The above rate to be based on Pump Installer. If this project requires a different wage classification, per DIR prevailing wage the field labor rate will be adjusted to match that classification.

If you have any questions on the above estimate, please give me a call.

Sincerely,



Wayne Archer

WA/dm



PUMP REPAIR SERVICE CO.

July 20, 2018

City of San Rafael
111 Morphew Street
San Rafael, CA 94915-1560

Attn: Mark Wright

SUBJECT: MONTECITO PUMP STATION PUMP #2

Dear Mark,

We are pleased to provide you with an estimate to replace the existing Peerless propeller pump and 75 HP motor with a Prime pump and 100 HP motor.

Design Conditions: 23,600 GPM @ 11.4 TDH

1 – Prime 36P26-13 1 stage, bronze propeller, Under plate 36" discharge oil lube, 18"-6" Base to bell, epoxy coated propeller pump	\$61,514.00
1 – GE 100 HP 700 RPM WP1 premium efficiency 460 volts with SRC motor.....	18,865.00
1 – 36" Dresser coupling epoxy coated.....	1,175.00
Factory freight (estimated)	2,500.00
Sales tax 9%	7,564.86
Estimated field labor	4,212.00
Estimated crane truck/service truck/flatbed.....	4,000.00
Estimated Total.....	\$99,830.86
Estimated delivery	12 to 14 Weeks

Notes: The existing motor conduit and wires may need to be modified to match the new motor. Work to be completed by others.
The above rate to be based on Pump Installer. If this project requires a different wage classification, per DIR prevailing wage the field labor rate will be adjusted to match that classification.

If you have any questions on the above, please give me a call.

Sincerely,

Wayne Archer

WA/dm



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

**Prepared by: Bill Guerin,
Director of Public Works**

City Manager Approval:

File No.: 18.01.73

**TOPIC: FREITAS/LAS GALLINAS AND FREITAS/LOS GAMOS
INTERSECTION IMPROVEMENTS**

**SUBJECT: ACCEPT COMPLETION OF THE FREITAS/LAS GALLINAS AND
FREITAS/LOS GAMOS INTERSECTION IMPROVEMENTS (CITY
PROJECT NO. 11171), AND AUTHORIZE THE CITY CLERK TO FILE
THE NOTICE OF COMPLETION**

RECOMMENDATION: Accept completion of the project and authorize the City Clerk to file the Notice of Completion.

BACKGROUND: The Freitas/Las Gallinas intersection located in the Terra Linda neighborhood of San Rafael was originally built in the 1950s. Following extensive study and public input, the City retained a consultant to design intersection improvements. The project was advertised three times between April 2016 and February 2017, the last advertisement resulting in three bids received. The City Council subsequently awarded the construction contract to Ghilotti Bros., Inc. in the amount of \$2,616,168 ([see April 3, 2017 staff report](#)). Construction commenced in April 2017 and all work was completed on May 15, 2018.

ANALYSIS: Pursuant to Civil Code Section 3093, the City is required to record a Notice of Completion upon City acceptance of the improvements. This acceptance initiates a time period during which project subcontractors may file Stop Notices seeking payment from the City from the funds owed to the Contractor for the project work.

FISCAL IMPACT: The City's expenses for the construction contract with Ghilotti Bros., Inc. were \$2,978,469, and therefore came in under the \$3,015,108 authorized budget. The following table details the total project cost.

FOR CITY CLERK ONLY

File No.: _____

Council Meeting: 08-20-2018

Disposition: _____

Design	\$292,769
Construction/Utilities/Inspection	\$3,201,627
Supplies/Services	\$32,395
PG&E Reimbursement	-\$17,922
TOTAL Project Cost	\$3,508,869

The project was funded by a combination of Gas Tax (fund no. 206) and Traffic Mitigation (fund no. 246) funds.

RECOMMENDED ACTION: Staff recommends that the City Council accept completion of the project and authorize the City Clerk to file the Notice of Completion.

ATTACHMENT:

1. Notice of Completion

When recorded mail to:

City of San Rafael
Lindsay Lara, City Clerk
1400 Fifth Avenue
P. O. Box 151560
San Rafael, CA 94915-1560

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**CITY OF SAN RAFAEL
NOTICE OF COMPLETION OF IMPROVEMENT**

TO ALL PERSONS WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN for and on behalf of the City of San Rafael, County of Marin, State of California, that there has been a cessation of labor upon the work or improvement and that said work or improvement was completed upon the **15th** day of **May, 2018** and accepted the **20th** day of **August, 2018**; that the name, address and nature of the title of the party giving this notice is as follows: The City of San Rafael, 1400 Fifth Avenue, San Rafael, California, 94901, a municipal corporation, in the County of Marin, State of California, within the boundaries of which said work or improvement was made upon land owned by said City and/or over which said City has an easement; that said work or improvement is described as follows:

**FREITAS/LAS GALLINAS AND FREITAS/LOS GAMOS INTERSECTION IMPROVEMENTS
CITY PROJECT #11171**

and reference is hereby made for a further description thereof to the plans and specifications approved for said work or improvements now on file in the Department of Public Works of said City, and said plans and specifications are hereby incorporated herein by reference thereto; and that the name of the Contractor who contracted to perform said work and make such improvement is

Ghilotti Bros., Inc.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at San Rafael, California, on _____, 20____.

CITY OF SAN RAFAEL
A Municipal Corporation

By _____
BILL GUERIN
Director of Public Works

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF MARIN

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20___, by Bill Guerin, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

WITNESS my hand and official seal.

Signature _____

Lindsay Lara
San Rafael City Clerk

File: 18.01.73



Continued to Future City Council Meeting

Item 5.a

Public Hearing

Southern Heights Bridge Replacement Project

Resolution Adopting the Mitigated Negative Declaration and Approving a Mitigation Monitoring and Reporting Program for the Southern Heights Bridge Replacement Project, City Project No. 11282; and Resolution Adopting the Plans for the Southern Heights Bridge Replacement Project, and Directing Staff to Finalize Construction Documents of Bridge Design Option 4

Continued to Future City Council Meeting



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Fire Department

Prepared by: Christopher Gray, Fire Chief

City Manager Approval:

TOPIC: WILDFIRE PREVENTION AND PREPAREDNESS

SUBJECT: UPDATE REGARDING ONGOING CITY EFFORTS TO PREVENT AND PREPARE FOR WILDFIRES

RECOMMENDATION: Accept informational report and provide direction on follow up actions.

DISCUSSION: Staff will be providing a verbal report on City efforts regarding wildfires. This is a topic that involves most City departments with a particular focus on the Fire Department, Police Department, Public Works, Community Development, and Community Services. The Fire Department and Police Department will take the lead on the staff presentation, and the other departments will be available should there be questions that relate to their activities. The following is a brief overview highlighting some of the issues and activities regarding the City's efforts to prevent and prepare for wildfires.

This year, San Rafael, similar to many parts of the Western United States, is in the midst of an unusually long and high-risk fire season as a result of several recent years of drought, high levels of extremely dry vegetation, and elevated summer temperatures. The high fire hazard has created an elevated concern of fire risk in the City, including its public parks and open spaces. In response to increased public inquiry and concern regarding the fire risk in City open spaces, the City has prepared the following report with an update on current practices with regard to vegetation management, community engagement and preparedness measures, enforcement of laws in open space areas, and the abatement of hazardous materials in and on City open space and other public properties.

In the fall of 2017, the Counties of Sonoma, Napa, and Mendocino experienced unprecedented, fast-moving, and catastrophic wildfires which resulted in the tragic loss of dozens of lives and thousands of structures in both rural and urban areas. The densely vegetated rolling hills that provide San Rafael with much of its natural beauty and character also create the potential for similar large and fast-moving wildfires capable of devastating the

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environment and the lives, homes, and livelihoods of thousands of people in San Rafael and neighboring jurisdictions. San Rafael has already seen one wildfire this summer on San Rafael Hill, which burned 11.6 acres of open space on June 9 and which is believed to have originated at an illegal encampment in that area.

Typically, fire season spans from May to December each year. However, due to current climate conditions the Fire Chief has found that the entire year now constitutes a significant local wildland fire risk.

Throughout the year, the City takes multiple measures to protect and prevent wildfires in City parks and open spaces. Highlights of these measures include:

- Employing two Police Department Rangers to regularly patrol open space areas;
- Fully staffing six fire engines and two medic units, for a total of 22 firefighters plus a battalion chief, 24 hours a day, 365 days a year;
- A comprehensive Vegetation Management Program, including two dedicated Vegetation Management Inspectors;
- Active community engagement and education leading to increased community readiness overall and including two new Fire Wise Community certified neighborhoods in 2018 (Dominican/Black Canyon and Mont Marin);
- Training and exercises for city staff on preparedness and response in the event of a San Rafael disaster, led by a full-time Emergency Manager;
- An ongoing social media presence with reminders of risks, current impacts and mitigation measures for fire (and other hazards);
- An active Community Emergency Response Training (CERT) program;
- Collaboratively working with PG&E, SMART and other agencies to clear vegetation hazards in high-risk ignition areas;
- Improving public awareness of and registration to emergency alert systems to ensure we can communicate with the public in an emergency; and
- Ongoing planning and coordination with community partners and service providers to ensure they are disaster ready to coordinate services during an emergency, including evacuation planning.

In July 2018, the City's vegetation management web-pages were updated with more information about how residents can report open space fire risks, including illegal campsite locations, via smartphones, and with more statistics about enforcement efforts over the last year. For more information, see: <https://www.cityofsanrafael.org/vegetation-management/>

The City's outreach staff continues to work to engage those who are living in illegal campsites to get on the path toward housing. Since the County-wide Homeless Outreach Team (HOT) and Coordinated Entry have been in place, 71 chronically homeless individuals have been housed. This summer, the City also created a Homeless By-Name list to better track homeless individuals and target appropriate measures to facilitate housing solutions.

Camping is prohibited by City code in the City's parks and open space areas (SRMC 8.10.090 and 19.10.60). Similarly, the presence of "combustible or flammable waste or rubbish of any type" in City open space is a violation of California Fire Code section 304.1. Smoking is also prohibited in open space areas. (SRMC 9.04.050 and 19.10.60). The City regularly patrols the open space areas and responds to complaints of debris and other hazardous materials, including complaints of encampments.

State law and the City charter and code give the City the power to declare and abate public nuisances, and to use summary abatement procedures when necessary to eliminate an imminent threat to the health and safety of the public. The Fire Chief has determined the presence of combustible material in City parks and open space to be a threat to public health and safety and thus has ordered any observed combustible material be removed and disposed of immediately. The City defines combustible material as sources of ignition or highly combustible materials or items that could corrode or burn or be used as a heat source for an encampment. Such items may include, but are not limited to, containers of gasoline, propane or other combustible materials; matches and lighters; other materials intended for burning such as candles or incense; batteries and jumper cables; other electrical equipment; and non-city designated cooking facilities and similar equipment.

Where encampment materials are present and observed in City open space that are deemed not to pose an imminent threat to the public health and safety, authorized City staff or their agents may post the site with a notice directing removal of all property and materials from the site, and advising that in not less than seventy-two (72) hours, any property and materials remaining on the site will be removed by the City to be stored and/or disposed.

The Department of Public Works is responsible for maintenance of City open space and coordinates with the Fire Department on fire prevention-related activities. Outside of open space areas, fire prevention efforts are led by the Fire Department's robust Vegetation Management Program. The City has adopted an ordinance with vegetation management standards (SRMC 8.10.090) for parcels located in designated Wildland-Urban Interface (WUI) areas. This ordinance, which requires the creation of defensible space around homes that are located in high fire hazard areas, is rigorously enforced by Vegetation Management Inspectors; in the first six months of 2018, inspectors conducted approximately 850 residential fire hazard assessment inspections. These inspectors also manage a residential chipper program, free for homeowners, through which more than 500 tons of flammable juniper and bamboo have been removed so far in 2018.

In 2018 to date, Vegetation Management Inspectors have met with 15 Homeowners' Association (HOA) and neighborhood boards to educate residents about managing wildfire risk and identify areas needing vegetation clearance. The Fire Department also organized a three-hour WUI Symposium, held on May 3 and attended by more than 100 residents, which included presentations by elected officials and experts on how to prepare for wildfire. A second Wildfire Seminar is scheduled for August 26 at Dominican University.

City departments are collaborating on a package of potential actions that could be taken to increase San Rafael's readiness and prevention of wildfire. Staff intends to receive direction from the City Council at this presentation and return with a package of recommended actions for City Council consideration.

For example, City staff has identified that changes to the Municipal Code would allow for an even more robust fire prevention and preparation effort. Possible revisions include: updating the WUI ordinance and expanding WUI boundaries to cover the entire city; increasing enforcement fines per SRMC 1.42.010 and penalties for negligent actions that start a fire, particularly on Red Flag Warning days; and expanding the City's authority to engage in and assess fees for vacant property abatement including revenue-generating options for additional private and public vegetation management efforts. Additional prevention and preparedness steps could include public outreach about evacuation routes, including new signage, and introduction of new fire-detection technologies. Should the Council direct, these recommended actions, and others, will be formalized and brought back from City Council consideration.

RECOMMENDED ACTION: Accept informational report and provide direction on follow up actions.



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: COMMUNITY DEVELOPMENT

Paul A. Jensen

**Prepared by: Paul A. Jensen, Director;
Andrew Hening, Director Homeless & Planning**

City Manager Approval: _____

AS

TOPIC: HOUSING TOPICS & ISSUES

SUBJECT: PRESENTATION ON AND DISCUSSION OF HOUSING TOPICS AND ISSUES; CASE # P18-010

EXECUTIVE SUMMARY:

This report is intended to provide an informational report on housing. Housing covers many topic areas and issues that are timely and critical. This report provides a summary of the key topics and issues including: State-mandated housing laws; current City housing policies and regulations; our housing stock, including our affordable housing inventory; accessory dwelling units; current housing development activity; short-term residential rentals; and the current rental housing market.

As an informational report, there is no recommendation for formal City Council action other than to accept the report. However, as outlined in the Analysis section below, additional City Council discussions can be scheduled for future City Council meetings. There are numerous housing topics and issues that have been summarized in this report. For these topics and issues, staff is looking for direction from the City Council on the desired follow-up.

RECOMMENDATION:

Accept report and provide direction on scheduling future study sessions/meetings on selected topics.

BACKGROUND:

A. Introduction

The booming economy coupled with the Bay Area housing crisis have triggered many actions and activities surrounding housing and housing need. The housing crisis has directly affected San Rafael in a number of ways. Like many other Bay Area communities, Marin County has skyrocketing real estate prices (median price for a single-family residence in San Rafael is over \$1M; source: [Zillow](#)), homeless in need of housing, an underrepresented community of lower-income residents paying record-high rents, and an aging population. The City is faced with a lot of issues and decisions around housing and there is a continuing stream of new State legislation that is intended to facilitate housing growth. The purpose of this report is to provide a summary of where we are with housing and housing issues that

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Disposition: _____

we will or may need to address moving forward. This discussion addresses the broader topic areas, starting with State and regional planning mandates for housing.

B. State Housing Mandates

The State of California establishes the laws and requirements associated with land use and housing that are applied for all municipalities in the state. Specifically, the State requires that each local jurisdiction adopt a General Plan that includes a Housing Element. The Housing Element is required to include goals, policies and programs to promote and facilitate housing for the municipality. The Housing Element must also incorporate the municipalities share of the “Regional Housing Need Allocation” (RHNA). RHNA is the housing need allocation that is set and determined for each region (e.g., the SF Bay region) by the State of California Department of Housing and Community Development (HCD). Required by State law since 1981, RHNA represents a target number for planning and accommodating new housing units for a broad range of affordability levels.

Each county and local municipality must take its share of the RHNA and incorporate it into their respective General Plan Housing Elements. The Housing Element must demonstrate how the local municipality allocation can be met or achieved through zoning for housing and supportive General Plan implementation measures. The Housing Element must demonstrate, to the satisfaction of HCD, that the local municipality zoning and property inventory can accommodate our RHNA allocation. Further, approved and proposed housing development projects are counted toward meeting the RHNA. Once incorporated into the local Housing Element and adopted by the local municipality, the Housing Element must be certified by HCD. At present, RHNA is administered in eight-year-cycles. The current RHNA cycle is 2015-2023.

The State of California also establishes the statewide standards for environmental protection and sustainability. In 2008, the Governor signed [SB 375](#). The legislation of SB 375 requires that the regional metropolitan transportation organizations (e.g., Metropolitan Transportation Commission) develop a Sustainable Communities Strategy (SCS). The goal of the SCS is to reach a greenhouse gas emission (GHG) reduction target for each region. The primary contributor to GHG impacts is emissions from fossil-fueled vehicles. Therefore, the greatest effort to reach this target is to develop ways to reduce the amount of vehicle miles traveled, such as planning for more housing and jobs that can be concentrated in the urban/developed areas and around or near transit.

C. Regional Planning for Housing

The Bay Area, which encompasses nine counties, is served by several regional agencies, including the Association of Bay Area Governments (ABAG) and the Metropolitan Transportation Commission (MTC). Now merged as the [Bay Area Metro Center](#), MTC/ABAG manage, administer and oversee regional planning and transportation matters. Since the early 1970’s, ABAG has served as the Bay Area’s “Council of Governments” (COG). As a COG, MTC/ABAG: a) project and monitor jobs and housing growth for the region; and b) administer the State-mandated Regional Housing Need Allocation (RHNA). These roles are described as follows:

1. Since 1978, ABAG has been responsible for developing and publishing jobs and housing growth projections for the region. The projections are based, in part on the growth and development projections of local general plans, input from local agencies and trends in the economy. Historically, ABAG published the jobs and housing projections every two-four years. Local jurisdictions are not bound by or required to comply with the jobs/housing projections, but they are often used by local jurisdictions as a base for forecasting build-out in local general plans.
2. For the Bay Area region, MTC/ABAG is provided the Bay Area RHNA from HCD and it is the responsibility of ABAG, in coordination with the nine Bay Area counties and respective

cities/towns, to distribute this allocation to each community. In 2015, San Rafael complied with the current RHNA cycle (2015-2023) by adopting an updated Housing Element. Our adopted Housing Element, which was certified by HCD, demonstrates that the City’s 2015-2023 RHNA allocation of 1,007 residential units has been met through current zoning and identified housing opportunity sites.

In response to the state-mandates for an SCS, in 2014 MTC/ABAG adopted Plan Bay Area, the Bay Area region’s SCS. Plan Bay Area promotes that future growth be concentrated in urban areas that are accessible to transit. The key tool to achieving concentrated growth has been the establishment of “Priority Development Areas” (PDA). A PDA is a geographic area that is close to, along, or within transit nodes and connections that can be earmarked for concentrated growth, particularly housing growth. In 2009, the City designated a half-mile area around the Downtown San Rafael transit center.

In 2017, MTC/ABAG adopted an update to Plan Bay Area (Plan Bay Area 2040). The update did not result in major changes to the 2014 Plan, but the growth projections were adjusted. The Plan Bay Area 2040 household growth projections/forecast for San Rafael are presented in the following table:

	Households - 2010	Households- 2040	Household Growth
Citywide	22,800	25,600	2,800 (12% increase)
Downtown Priority Development Area	1,700	2,600	900 (53% increase)

The number of households is projected to grow by slightly over 12% by 2040. The second row indicates that a high concentration of household growth is projected to occur within the Downtown PDA. It is important to note that the growth projections for households/housing are in accord with the housing projections in our current San Rafael General Plan 2020 and no changes are needed to our current policies.

D. Current City Housing Policies & Regulations

Our current housing policies are embedded in the San Rafael General Plan 2020. Specifically, the Plan’s Housing Element contains many policies and programs that facilitate and reinforce the development and preservation of all types of housing; link: [Housing Element](#)

As noted above, the Housing Element was adopted in 2015 and covers an eight-year RHNA cycle from 2015-2023. An update of the Housing Element will not occur until 2022. However, it is likely that [General Plan 2040](#), presently underway, will include some minor changes/amendments to the current Housing Element.

RHNA

The Housing Element accommodates our portion of the RHNA (1,007 residential units) as follows:

Housing Need Total	Extremely & Very Low- Income Households	Low- Income Households	Moderate- Income Households	Above Moderate- Income Households	Average Yearly Need
1,007	240	148	181	438	125

An inventory of properties demonstrating compliance with RHNA is presented in Appendix B of the Housing Element. It is worth noting that under current citywide zoning, the City has identified sites that can accommodate over 2,000 residential units within the current RHNA cycle, which exceeds the RHNA allocation.

Housing Goals & Policies

A list of key General Plan 2020 Housing Element goals and policies is provided in Attachment 1 of this report. Briefly, these goals and policies support the following:

- Acknowledging and accommodating a citywide housing need (*Goal 3*)
- Promoting a diverse housing supply (*Goal 4*)
- Protecting the existing housing stock (*Policy H-7*)
- Supporting and encouraging affordable housing that is distributed throughout the community (*Policy H-1*)
- Ensuring that the housing stock is maintained in good condition (*Policy H-8*)
- Providing housing for special needs including seniors, single parents, homeless and disabled (*Policies H-9 and H-12*)
- Supporting aging-in-place (*Policies H-11 and H-13*)
- Promoting fair housing practices and programs (*Policy H-5*)
- Encouraging higher density housing near transit (*Policy H-15*)
- Enforcing the inclusionary housing requirements (*Policy H-18*)

Affordable Housing Requirements

Housing Element Policy H-18 (*Inclusionary Housing*) gets the most attention with new residential land development. This policy is also addressed as regulations in the City Zoning Ordinance (SRMC Section 14.16.030), which are summarized as follows:

1. Affordable housing units are required in new housing development projects. For projects containing 2-10 housing units, the inclusionary requirement is 10%.¹ For projects containing 11-20 housing units, the requirement is 15%, and for projects with 21 or more units, the requirement is 20%.
2. The policies and regulations favor on-site construction so that the inclusionary units are integrated into the project and throughout the community. Construction of on-site inclusionary units is priority. If such units cannot be constructed on-site, off-site construction of the required affordable units is second priority. Payment into the City's affordable housing in-lieu fee fund is last priority.
3. The required affordability levels vary by type of housing, with rental (very low- and low-income mix) versus ownership (low- and moderate-income mix).
4. The affordable housing units are required to remain affordable for the longest feasible time or at least 55 years.

When a housing project results in a fractional-unit requirement, for example a 2.3-unit requirement, two inclusionary units are required to be built on-site and the 0.3-unit equivalent is paid in affordable housing in-lieu fees.

¹ An exemption from this requirement is allowed for smaller projects.

It is important to note that non-residential projects are also subject to the affordable housing requirements of SRMC Section 14.16.030. A nexus study was conducted in 2005 to support the linkage of housing need with employment and workforce. The code provisions include a formula to determine housing need based on non-residential use type and size. While the intent is to encourage the development of inclusionary housing in non-residential development projects, housing may not be an allowed use on some commercial or industrial sites. Therefore, most non-residential development projects pay into the affordable housing in-lieu fee fund. One good example is the Target store project in southeast San Rafael. This project was required to contribute \$774,000 to this fund.

Affordable Housing In-lieu Fee Fund

City Fund 243 is the repository for the affordable housing/commercial linkage fees that are collected for residential and non-residential development. The fee that is charged is based on an individual project's affordable housing unit requirement. The in-lieu fee was recently updated in May 2018 and is \$331,070 per affordable housing unit. The fee amount is adjusted annually, taking into consideration inflation, the local median sales price for a home (attached and detached), and average annual building cost index.

At present, Fund 243 has a \$1.3 million revenue balance. [SRMC Section 14.16.030.J](#) sets forth the limitations on use of this fund. The fund can solely be used for the purpose of increasing and expanding the supply of affordable housing, which can include: a) design and construction costs; b) acquisition of property and property rights; and c) cost of program development and on-going administration of the housing program fund. Expenditures from this fund must be authorized by the City Council. There have not been any recent expenditures from this fund. However, the fund is used to pay the Marin Housing Authority to manage our below-market rate (BMR) rental program (approximately \$30,500/fiscal year).

Density Bonus Provisions

The affordable housing requirements of SRMC Section 14.16.030 also incorporate "density bonus" provisions. Required by State law, a density bonus: a) allows a developer to exceed the maximum number of units permitted by local zoning and the General Plan by up to 35%; and b) prescribes allowances for concessions and incentives for, among others, reduced off-street parking, reduced building setbacks, and additional building height. Certain concession requests by a developer require the submittal of a project "pro-forma." The pro-forma is intended to demonstrate that the requested concession is necessary to make the project financially feasible.

Most of the recent housing projects reviewed and approved by the City included the approval of a density bonus. Most of the bonuses that have been granted are modest. However, at present, the Planning Division is processing two projects with considerably-higher bonus requests than the 35% established by the State (Whistlestop/EDEN Housing project and the 703-723 3rd Street housing development). The density bonus law is very complicated and is subject to periodic change by the State. Therefore, should the City Council desire a more in-depth review and discussion on this topic, staff recommends that it be addressed in a separate meeting.

E. Current City Housing Information, Demographics & Statistics

As noted above, the General Plan 2020 Housing Element was last updated in 2015 for the 2015-2023 RHNA cycle. The Housing Element Background Report (General Plan 2020 Appendix B) contains a lot of information and data on population and housing (link: <https://www.cityofsanrafael.org/documents/gp-19-appendix-b-housing-element/>). As much of the data and information in the Background Report is based on 2010 US Census data, staff has also tapped the American Community Survey (2016), which provides a more current source to supplement the Census data. A summary of data for key topics is provided below.

Population Dynamics and Income

Demographics and Housing Information	Statistics ²	
	San Rafael	Marin County
Population	60,651	259,358
Number of Housing Units	23,906	112,259
Number of Households	22,800	104,400
Mean Household Size –persons per household		
Owners	2.30	2.44
Renters	2.68	2.36
Median Age- years	40.2	44.5

Our population is aging. . .

- 18% of all San Rafael residents are over 65 years old.
- 40% of all owner-occupied San Rafael households are headed by someone over 65 years old. Of this total, 7% of the households are headed by someone over 85 years old.
- 41% of homeowners over 65 live alone.
- 18% of all renter San Rafael households are headed by someone over 65 years old.

Our population is growing in diversity. . .

- 57% - Non-Hispanic white
- 29% - Hispanic/Latino
- 3% - African American
- 7% - Asian
- 3% - Other

Our households vary in size and composition. . .

- 33% - Single person household
- 30% - Families without children less than 18 years of age living at home
- 28% - Families with children less than 18 years of age living at home
- 9% - Non-family

Our household incomes range. . .

- 42%- \$100,000 and over
- 24%- \$50,000-\$99,999
- 21%- \$20,000-\$49,999
- 13%- Under \$20,000

On the topic of household income, several months ago, the State of California published household income limits for Marin County (2018) based on household size. The following table presents the Marin County income limits by household size.³ These income limits (and this table) are used to determine households qualifying for below-market-rate housing.

² San Rafael General Plan 2020 Housing Element, 2015; US Census, 2010; American Community Survey, 2016

³ State of California Department of Housing and Community Development, 2018

Income Category	1-person household	2-person household	3-person household	4-person household
Extremely Low	\$30,800	\$35,200	\$39,600	\$44,000
Very Low (< 50%) *	\$51,350	\$58,650	\$66,000	\$73,700
Low (50%-80%) *	\$82,200	\$93,950	\$105,700	\$117,400
Median	\$82,900	\$94,700	\$106,550	\$118,400
Moderate (80% - 120%) *	\$99,450	\$113,700	\$127,900	\$142,100

* % of County Median Income

Our household tenure is balanced. . .

- 52% Home ownership households
- 48% Renter households

Housing Stock

The City’s housing stock varies, but detached, single-family residences is the predominant housing type in San Rafael. The following totals include mobile homes and “liveaboard” boats berthed at marinas.

Housing Type ⁴	Total # of Units
Single-family residential- detached ⁵	11,280
Single-family residential- attached	2,051
Duplex/Multiple-family residential- 2-4 units	887
Multiple-family residential- 5 units or more	9,238
Mobile homes	418 ⁶
Boat	48
Total Housing Units:	23,906

Affordable Housing Inventory

The City has a variety of housing that is affordable to households with below-market rate incomes. The variety of affordable housing covers the following:

1. Inclusionary Housing. As discussed above, the Housing Element and City Zoning Ordinance have policies and regulations, respectively, that require inclusionary housing in market-rate projects. Since 1986, the City has leveraged the creation of many rental and for-sale below market-rate units through the development of market-rate residential projects. The inclusionary housing in these development projects range from 10% to over 20% of the project unit total. Examples of for-sale projects with BMR ownership units include: Redwood Village (*Sequoia Dr @ North San Pedro Rd*); Village @ Loch Lomond Marina (*Pt San Pedro Rd*); Chapel Cove (*Pt San Pedro Rd*); Terra Linda Highlands (*Orchid Ave*); Loch Lomond Highlands (*Inverness Dr*). Examples of rental projects with BMR rental units include: 33 North (*33 San Pablo Ave*); Mission Townhomes (*524 Mission/1200 Irwin St*), Rafael Town Center (*4th St*), and Lone Palm (*840 C St*).
2. Non-Profit & Publicly-owned Housing. There are a number of 100% affordable housing projects in San Rafael that are owned/managed by non-profit organizations or public agencies. These housing projects serve families, seniors, and our special needs population (disabled, transitional). Examples of these housing projects include Rotary Manor (*5th Ave*), San Rafael

⁴ 76% of the existing housing stock was built prior to 1970. Source: American Community Survey, 2016

⁵ Average median home price in 2018 is \$1,022,200 and median rent for a single-family home is \$4,029/month
Source: Zillow, 2018

⁶ 418 mobiles homes in two parks, Contempo Marin and B-Bar-A Park. Space rents are controlled through the City’s mobile home park rent stabilization ordinance. Annual space rent increases are capped a 75% of CPI

Commons (4th/Mary St), Pilgrim Park Apartments (Pilgrim Way), Lifehouse (626 Del Ganado Rd); and Martinelli House (1327 Lincoln Ave).

3. Transitional and Shelter Housing. There are a number of facilities and housing projects that provide supportive housing and temporary shelter for extremely low-income households. Examples include: Homeward Bound (190 Mill St); Marin Hotel (1111 4th St); Carmel Hotel (831 B St); and Palm Court (199 Greenfield Ave).

Recently, “Opening Doors” (formerly Marin Homeless Action Task Force) initiated the preparation of a countywide inventory of affordable housing, which is price-controlled. The following table provides affordable housing types and quantities for Marin County and San Rafael. At present, there are a total of 6,125 affordable housing units/households in Marin County of which 1,414 are within San Rafael.

Population Served	San Rafael	Marin County
Public Housing	40	496
Seniors	256	1,126
Family	680	2,791
Disabled	84	207
Permanent/Supportive Housing	52	337
Transitional & Shelter	185	336
Home Ownership (BMR for-sale units)	117	832
Total:	1,414	6,125

Accessory (Second) and Junior Dwelling Units

Accessory dwelling units (ADU), also referred to as second units and “in-law” units, have been regulated in San Rafael since 1983. ADUs are full dwelling units containing living area, a kitchen and a bathroom but are generally small in size (under 1,000 square feet). Unlike a residential duplex, an ADU is ancillary to a main, single-family dwelling located on a single-family residential lot. These units are restricted in size and are subject to numerous regulations to ensure that the unit remains ancillary to the main dwelling. The City also requires that the property owner occupy either the main dwelling unit or the ADU; this requirement is memorialized through the recording of a deed restriction. San Rafael was the first jurisdiction in Marin County to adopt an ADU ordinance and the ordinance has been amended several times since 1983. The early ADU ordinance required the approval of a Use Permit and Environmental and Design Review and hefty utility connection and traffic mitigation fees.

In 2016, the City also adopted an ordinance establishing “junior second unit” (JSU) regulations. A JSU is a small, self-contained living space within an existing home that is under 500 square feet in size. JSUs start with the conversion of an existing bedroom and the addition of an “efficiency” kitchen, which does not contain a stove nor is permitted 220v electrical service. Off-street parking is not required but the main dwelling unit must have adequate parking to meet the City’s off-street parking regulations. Since adoption of the code, the City has approved three JSUs.

Since 1983, the City has approved over 200 ADUs. Until 2017, the general trend was that the City reviewed and approved a meager-average of 4-6 ADUs per calendar year. The start-ups for ADUs were generally slow because of challenges such as the cost of construction, utility connection fees, fire sprinkler installation cost, traffic mitigation fees, and off-street parking requirements. However, this trend changed when new ADU regulations were passed with the 2016 State housing legislation. Effective January 2017, all local jurisdiction ordinances and regulations in California were repealed by this new legislation, requiring local jurisdiction compliance with the State “model” ordinance. Local jurisdictions in California can administer and enforce the State model ordinance or adopt its own ordinance consistent with the State regulations. The 2017 State ADU regulations substantially watered

down historic regulations and permitting. The most significant changes in the State include, among others, the following:

1. The local jurisdiction's ability to impose a permit that is subject to discretionary review has been substantially reduced. Most ADUs must be processed with a ministerial permit where the unit must merely meet the minimum regulations and standards for approval. This permit review does not require a notification of action to neighboring property owners or residents.
2. Off-street parking is not required if the property is within ½-mile of a public transit stop.
3. Utility connection fees cannot be charged if the ADU is contained within or is a part of the main dwelling unit.

While staff has prepared a draft, combined ADU/JSU ordinance to comply with the current State regulations, we have yet to move forward with public hearings and adoption. Part of this pause is strategic. First, as discussed below (2017-2018 Housing Legislation), there continues to be new housing bills introduced that propose further changes to the statewide ADU regulations. If the bills pass, then additional changes to a local ordinance must be adopted. Second, absent our own local ordinance, we have been operating under the State model ordinance, which has been surprisingly successful. In 2017, the City reviewed and approved 30 ADUs for the calendar year. For 2018, this record will be broken in that year-to-date, we have received 27 ADU applications.

ADUs and JSUs have boosted our numbers for housing "start-ups." The great advantage to this type of housing is that such units: a) typically have few neighborhood impacts (staff receives few complaints); and b) they count toward meeting our RHNA. In fact, HCD staff has confirmed that we are able to count ADUs and JSUs that are under 500 square feet toward meeting our RHNA for low-income households.

Assisted Living/Congregate Care Housing

Assisted living or congregate care offer housing in a communal or collective environment with services ranging from limited assistance to full-service care. Typically designed and marketed for our aging population or seniors, this type of housing is also available for the disabled or those with special needs. Examples of assisted living facilities in San Rafael include *Alma Via (Northgate Dr and Los Ranchitos Rd)*, *Sunrise of San Rafael (111 Merrydale Rd)*, and *Aldersly Assisted Living (326 Mission Ave)*. The City recently approved two, new assisted living facilities: *Oakmont Assisted Living at 3773 Redwood Highway (former Hudson Street Design property)*; and *Aegis Assisted Living (800 Mission Ave - (intersection of Lincoln/Mission Ave)*. The latter project was approved by the Planning Commission on July 10 and this action has been appealed to the City Council.

Historically, the City has classified assisted living and congregate care housing facilities as more of a commercial/institutional use rather than a true residential use for the following reasons: a) they are structured to be a communal or collective living environment with common dining facilities akin to a residence hotel; and b) they typically contain few or no full dwelling units (unit containing living/sleeping space, a full kitchen and a bathroom) and are not eligible for RHNA housing credit. Further, the living assistance and care components are more institutional rather than residential in nature. Nonetheless, this type of use provides critical housing for our aging population and is supported by the specific policies and programs in our Housing Element.

Because of the hybrid nature of this type of use, there have been challenges in how to define, regulate and condition assisted living projects. For example, the two assisted living projects that were recently processed and approved by the City (mentioned above) were required to pay the commercial linkage

fee in-lieu of providing inclusionary housing within the project. Some would argue that it would be more appropriate to require the latter. Housing Element Program H-13a (Assisted Living) calls for the City to evaluate the current zoning regulations for assisted living and to assess options for regulating them as a residential use rather than a commercial use. Implementation of this program has yet to be initiated by staff.

F. Housing Development Activity

Prior to the Great Recession, the City approved a handful of medium-to-large residential and mixed-use development projects. The development projects included, among others: Village @ Loch Lomond Marina (81 residential units); 1203 Lincoln Ave/800 Mission Ave (36 residential units); 524 Mission/1200 Irwin St (15 residential units); 1857 Lincoln Ave (17 residential units); and 33 San Pablo Ave (82 residential units). During the Great Recession, except for the 33 San Pablo Ave development, none of these development projects were built. Most of the housing development activity during this time focused on single-family dwelling additions and remodels.

Following the Great Recession, housing development activity remained slow. However, within the last several years there has been an up-tick in this activity. The following tables present a tally of housing project approvals and building permits issued during the last (2007-2014) and current (2015-2023) RHNA cycles. The table includes the breakdown of affordability.

2007-2014 RHNA Cycle

	Approved 2007-2014				
	Very Low Income	Low Income	Moderate Income	Above Moderate	Total Units
Single-family Residential	-	-	-	25	25
Multiple-family residential	3	23	19	215	260
ADU	-	12	-	27	39
Total units approved:	3	35	19	267	324
	Built 2007-2014				
	Very Low Income	Low Income	Moderate Income	Above Moderate	Total Units
Single-family Residential	-	-	-	24	24
Multiple-family residential	-	8	8	92	108
ADU	-	8	-	11	39
Total units built:		16	8	127	171

2015-2023 RHNA Cycle (Current Cycle)

	Approved 2015-Present				
	Very Low Income	Low Income	Moderate Income	Above Moderate	Total Units
Single-family Residential	-	-	-	26	26
Multiple-family residential	6	7	2	95	110
ADU	-	16	-	24	40
Total units approved:	6	23	2	145	176
	Built 2015-Present				
	Very Low Income	Low Income	Moderate Income	Above Moderate	Total Units
Single-family Residential	-	-	1	16	17
Multiple-family residential	1	8	6	72	87
ADU	-	1	-	3	4
Total units built:	1	9	7	91	108

There has been an increased interest in housing development in Downtown and on sites close to SMART and public transit. At present, there are numerous housing development projects (including assisted living facilities) that have been approved or are currently under review. There are also several sites where housing is being considered and are in the early planning stages. Please see the attached table and maps, which describes these projects and potential housing sites (Attachment 2).

G. Rental Housing Market

As noted above, 48% of the housing units in San Rafael are renter occupied. Nationally, research from [Harvard University's Joint Center for Housing Studies](#) (JCHS) finds that approximately 36% of households currently rent, indicating that our community has an above average number of renters. Nationally, the number of renter households has been growing since 2004, with JCHS attributing approximately 50% of the increase to more older Americans becoming renters.

As with housing prices, rental prices have seen significant growth over the last decade. [According to RentCafe](#), a national apartment-listing website, as of July 2018, the average rent for an apartment in San Rafael is \$2,531, a 2% increase compared to the previous year, when the average rent was \$2,480. Looking at data from real estate research firm Co-Star, average rental prices in Marin County have increased by 43% over the last 10 years.

Even with potentially plateauing prices, the rental vacancy rate remains low. The vacancy rate refers to the number of available housing units – for sale or rent – available at any given point in time. According to the City of San Rafael's Housing Element, "A low vacancy rate may indicate that households are having difficulty in finding housing that is affordable, leading to housing overpayment and/or overcrowding." According to data from Co-Star, the Q2 2018 vacancy rate in Marin was 3.8%, compared to 6.8% nationally, indicating our community does indeed have a relatively low vacancy rate.

It is important to preserve a variety of housing types and options for San Rafael residents at all income levels. With current high rents, many lower-income renters are struggling. According to [California's Department of Housing and Community Development](#), nearly one in three California renters (3 million California households) are rent burdened, meaning they are paying more than 30% of their income on housing. According to research from Harvard Professor Matthew Desmond in his award-winning book *Evicted*, nationally one in five of all renting households are currently paying more than 50% of their income on rent. For poorer families specifically, in 2013:

- 1% were in rent-control units
- 15% were in public housing
- 17% were on a government subsidy
- The remaining $\frac{2}{3}$ received no federal assistance

Of note, Professor Desmond also found that when it comes to legal recourse for substandard living conditions or other illegal housing practices, the scale is often tipped towards property owners. For example, 90% of landlords are represented by attorneys in housing courts; whereas, 90% of tenants are not represented by legal counsel.

Given the increasingly precarious financial situation of many lower-income families that are renting, a [2017 study by Zillow](#) found that every 5% increase in rental prices led to 2,000 more people losing their homes in Los Angeles. Numerous California communities are starting to act to preserve affordability and prevent one of the major upstream causes of homelessness. Locally, the County of Marin has been taking a lead on a variety of new efforts.

The following is a range of strategies the City Council can consider for future discussions:

1. Source of Income Discrimination. Now passed in the County and the Town of Fairfax (being considered by the Mill Valley and Novato), a source of income ordinance would prevent landlords from explicitly refusing to accept governmental funding sources (e.g., Housing Choice Vouchers) when posting rental vacancies.
2. Mandatory Mediation. The County of Marin has passed a mandatory mediation ordinance stating that if a property owner increases a tenant's rent by more than 5%, the tenant can go through a non-binding mediation with the District Attorney's Consumer Protection Unit to try to negotiate different lease terms.
3. Just Cause Eviction. The County of Marin will be considering a just cause eviction ordinance on September 11, 2018. Just cause ordinances state that renters can only be evicted for a certain list of pre-established reasons (failure to pay rent, owner re-occupancy, etc.). It is also designed to prevent retaliation (e.g. a tenant reports a health and safety issue to the City but is then evicted shortly thereafter).
4. Economic Eviction Relocation Fee. Sitting between just cause eviction and rent control is the idea of economic eviction. If a landlord raises rent to such an extent that for all intents and purposes it forces someone to move, that is an economic eviction. To counteract this, jurisdictions can require a "relocation fee" (e.g. 2-3 months of rent) to assist someone whose rent has been raised above a certain percentage (e.g. the Consumer Price Index or CPI). It still gives the landlord the ability to vacate the unit, but at a more marginal cost than long-term price regulation.
5. Rent Control/Stabilization. Rent control/stabilization allows jurisdictions to set a maximum ceiling for annual rent increases. Though no communities in Marin are currently considering rent control, it is worth noting that the City of San Rafael does in fact already have pockets of rent control within the City. For example, for the 410 mobile home trailers at Contempo Marin, annual rent cannot increase more than 75% of CPI.

H. Short-term Rental Activity

The short-term rental phenomenon has mushroomed in the last several years. The phenomenon is the result of: a) the high demand for and cost of housing in the Bay Area; b) tourism and the high cost of lodging; and c) the residential property owner's struggle to make their extremely high mortgage payment. Regarding the latter, the property owner will readily admit that the rent from their short-term rental supplements their income and mortgage payment.

There are two schools of thought regarding short-term rentals. Those in the "pro" camp believe it is a way to address the housing crisis and offer a subsidy to the struggling property owner. Those in the "con" camp find that short-term rentals are a nuisance to neighborhoods and are changing the character of and commercializing our single-family neighborhoods, thus reducing our permanent housing stock.

The County of Marin and several cities/towns in the County experience high volumes of tourist-related short-term rental activity. This activity has resulted in prohibitions (Tiburon and Sausalito) or aggressive permitting and taxing (County, Mill Valley). San Rafael does not currently regulate most short-term rentals in private homes. However, several years ago, the City Council directed staff to monitor short-term rental activity and complaints. In response, the City contracted with Host Compliance, a company that provides a monitoring platform and assists local jurisdictions in enforcing short-term rentals. Our contract with Host Compliance allows us to access a citywide database of

active short-term rentals. The most recent report (August 1) discloses that there are 250 active short-term rentals in San Rafael.

Over the past three years of monitoring, staff has tracked and recorded inquiries and complaints about short-term rentals. During this time frame, the City received less than one dozen inquiries and complaints. The following is a summary of the types of complaints that have been received:

- Multiple short-term rentals on the same street or very closely spaced; concerns about change in neighborhood character, traffic, safety and quality of life.
- Shared driveway and other shared infrastructure with a neighboring property where there is an active short-term rental. Concerns about potential liability, which is shared by both property owners. Guests are unaware of the protocols that are typically respected between the property owners such as designated parking areas and cleared driveway access.
- Concerns that short-term rentals reduce the housing supply for long term residents; impacts to the hotel/motel business owners and increase the cost of rental housing.
- Neighbor actively (almost every night) using home as a short-term rental; noise and evening parties. Guests often mistake their home and knocked on the neighbor's door, sometimes late at night.
- Several inquiries have been made with questions about permitting, business license and taxes.

City staff is completing a "white paper" on residential short-term rentals. The purpose of the white paper is to assess whether San Rafael's current policy of monitoring and otherwise unconditionally permitting short-term rentals continues to be the best practice policy given the following considerations:

- Current conditions in San Rafael's short-term rental market;
- Opportunities and challenges posed by short-term rentals to the City;
- Emerging best practices in local short-term rental regulations, and
- Experiences with short-term rentals in other Marin County jurisdictions.

I. 2017-2018 Housing Legislation

Two-thousand-seventeen (2017) proved to be a banner year for new housing legislation. Sixteen State and Assembly Bills focusing on housing were signed by Governor Brown and are now State law. This momentum has carried forward into 2018. A summary of the housing legislation is presented in a table, which is provided as an attachment to this report (Attachment 3). The table summarizes: the purpose and of each bill; the current status (outcome); how the resulting legislation impacts the City; and required follow-up action by the City. The following new legislation is most impacting to San Rafael:

1. Ministerial Review Process for Housing Projects (SB35).

This new law mandates that local jurisdictions offer a ministerial permit process for any residential project of two or more dwelling units that meets certain criteria. A project qualifying for this review is: a) located near public transit (within ½ mile of public transit; b) limited to compliance with a checklist of "objective planning standards;" c) exempt from the environmental (CEQA) review process; and d) exempt from any design review discretion. The developer must commit to pay prevailing wages for construction. This law is also linked to the local jurisdiction's performance in meeting its RHNA by housing development approvals and construction. Based on San Rafael's housing performance during this RHNA cycle, this ministerial review process is

not eligible for market rate housing projects that contain an inclusionary housing component of less than 50%.

The prerequisite for payment of prevailing wage is a tall order as it can add considerably to the construction cost of a project. However, the additional cost will vary based on the type of construction, location of the project and the trade demands for the project. Further, prevailing wage labor is not common in Marin County unless the project is publicly-sponsored or subsidized by federal funds. Nonetheless, the City must establish a ministerial review process in the event there are requests for this process. Staff is currently preparing this process, which includes developing the “objective planning standards.” The task of developing these planning standards is challenging as they must be prescribed, quantitative and completely void of any discretion. The planning standards will: a) utilize our zoning ordinance standards and regulations; and b) incorporate and modify our City design standards such as the “good design” criteria for Downtown (presented to the City Council earlier this year). Once completed, staff will present the objective planning standards and ministerial review process to the Design Review Board and Planning Commission for a recommendation, followed by adoption of the process by the City Council. It is expected that this process will be completed this fall.

2. Return of Inclusionary Housing for Rental Projects (AB1505).

This new law overturned *Palmer v. City of Los Angeles* by reinstating a City’s ability to require developers to provide inclusionary housing in market rate rental projects (*Costa Hawkins Act*). However, the law limits a local jurisdiction’s ability to impose an inclusionary housing requirement that exceeds 15% when adopting a new ordinance. Our current inclusionary housing policies and regulations are applicable to and are required for rental projects. Therefore, the City does not need to do anything to respond to this new law.

3. Strengthening the Housing Accountability Act (AB678, SB167, AB1515).

The new laws reinforce the Housing Accountability Act by establishing new limitations on local jurisdiction review and action on a housing project. Specifically, the new laws limit the local jurisdiction’s ability to deny a housing development project that is consistent with the local General Plan. Further, the new laws require that the local jurisdiction provide a housing developer/applicant a list of project inconsistencies with the local General Plan and zoning within 30-60 days following application completeness. If the local jurisdiction fails to complete this task within the prescribed time limits, the housing development application is automatically deemed consistent with the local General Plan and zoning regulations. These laws involve a change in local project review practices, but no formal amendments to local policies or regulations.

4. “No Net Loss Zoning” (AB1397, SB166).

The new laws prohibit the local jurisdiction from: a) downzoning housing sites; or b) approving new housing at significantly lower densities than that projected for the same site in the local Housing Element. Should the latter occur, the local jurisdiction is required to accommodate the unmet housing need on another housing site. This law involves a change in local project review practices, but no formal amendments to local policies or regulations.

Worthy of mention is the “Transit Rich Housing Project Bill” (SB827). While this legislation was voted down by the State Senate this past spring, it would have authorized a housing project to be exempt from local density/intensity limits and minimum parking requirements if the project is within a ½-mile radius of a major transit stop or a ¼-mile radius of a high-quality transit corridor. The biggest and most controversial provision of this failed legislation was the guarantee of 55-85-foot building heights for housing projects near transit.

ANALYSIS:

As this report is informational, there is no staff recommendation for a formal action. However, a number of the housing topic areas are timely for special attention and further review by the City Council in separate meetings. Therefore, staff has identified the following for key housing topic areas and issues summarized in this report, and seeks City Council direction on which topics to bring forward for further discussion:

- A. Rental Housing Market. Issues covered can include, among others, source of income discrimination, just cause eviction and rent control.
- B. Accessory Dwelling Units (ADU). A draft ADU ordinance has been prepared to comply with the 2017 State laws. It is expected that the draft ordinance will be scheduled for Planning Commission review in the next several months, followed by City Council review and action by the end of 2018.
- C. 2017-2018 Housing Legislation. The most significant legislation is SB35 (ministerial review process for housing projects). Creating and adopting this process and the “objective planning standards” will involve public meetings with the Design Review Board, Planning Commission and City Council. Therefore, a follow-up process has already been initiated.
- D. Short-term Rentals. Issues covered can include pros and cons to developing a short-term rental program, enforcement and regulation options, and best practices.
- E. General Plan 2020 Housing Element. As discussed above, our Housing Element was adopted in 2015 and will not be revisited for update until 2022 (current 2015-2023 RHNA cycle). As part of the General Plan 2040 process, it is likely that there will be some minor amendments to the Housing Element, but this task will be vetted first by the General Plan 2040 Steering Committee.
- F. Inclusionary Housing Policies and Regulations. Our current inclusionary housing policies and regulations have been successfully implemented and staff believes that there is no reason to change them. Any major changes to the current policies and regulations will require an update to our affordable housing in-lieu fee/commercial linkage fee study. If a study session is scheduled on this topic, it could also cover our affordable housing in-lieu fee fund and its use.
- G. Density Bonus Regulations. Although the City has approved numerous housing projects that include a density bonus, the regulations and laws on this topic are very complicated, so a study session would be valuable.
- H. Special Housing- Assisted Living/Congregate Care Facilities. While strongly supported by the General Plan 2020, these uses create several challenges for the City (e.g., how to address/not address density limitations; when projects are eligible for RHNA credit; how to address the City’s affordable housing requirements).

COMMUNITY OUTREACH:

A public notice of this meeting was mailed to stakeholders, agencies and special interest groups 15-days prior to this meeting. Those noticed included, among others, all neighborhood associations, the Federation of San Rafael Neighborhoods, housing advocacy groups, and the San Rafael Chamber of Commerce.

Upcoming public meetings and study sessions on selected housing topics and issued will involve ample notification to the public and stakeholders.

FISCAL IMPACT:

This item is an informational report, which has no direct fiscal impact on the City. The fiscal impact of individual projects, tasks or studies resulting from this housing discussion will be assessed and determined on a case-by-case basis.

OPTIONS:

The City Council has the following options to consider:

1. Accept and provide direction as recommended by staff;
2. Do not accept the report; or
3. Direct staff to return with more information.

RECOMMENDED ACTION:

Accept the report.

ATTACHMENTS:

1. Key Housing Element Goals & Policies
2. Table and Maps presenting residential development projects approved, currently under review and potentially-planned
3. 2017-2018 Housing Legislation table
4. Correspondence

ATTACHMENT 1

SAN RAFAEL GENERAL PLAN 2020 HOUSING ELEMENT Key Goals & Policies Supporting and Facilitating All Types of Housing

- **GOAL 3: HOUSING NEEDS.** *It is the goal of San Rafael to have a strong sense of community and responsibility in meeting housing needs. Historically, San Rafael has provided housing of all types to meet the varied needs of its population in settings that enhance the feeling of community.*
- **Policy H-1. Housing Distribution.** *Promote the distribution of new and affordable housing of quality construction throughout the city to meet local housing needs.*
- **Policy H-2. Design That Fits into the Neighborhood Context.** *Recognize that construction of new housing and improvements on existing properties can add to the appearance and value of the neighborhood if they fit into the established character of the area. Design new housing, remodels, and additions to be compatible to the surrounding neighborhood. Incorporate transitions in height and setbacks from adjacent properties to respect adjacent development character and privacy. Respect existing landforms and minimize effects on adjacent properties.*
- **Policy H-4. Governmental and Community Collaboration.** *Collaborate when possible with other jurisdictions in Marin County in addressing regional housing needs. Support community partnerships to assist in the development of needed housing and continue to provide technical assistance to owners, developers, and non-profits. Participate in local and regional housing assistance programs and establish relationships and coordinate with other public agencies, non-profit housing sponsors, and for-profit housing sponsors in the use of available programs and funding resources to provide lower-cost housing in San Rafael. Take leadership in attaining the goals of the Housing Element by coordinating with interested parties and carrying out prescribed actions in a timely manner.*
- **Policy H-5. Fair Housing** *Take action when necessary to prevent discrimination on the basis of race, religion, sex, marital status, ancestry, national origin, color, familial status or disability in San Rafael's housing market. (NOTE: the City administers a "neutral inspection" practice, which allows rental tenants to request a City inspection of housing conditions and potential violations.)*
- **GOAL 4: A DIVERSE HOUSING SUPPLY.** *It is the goal of San Rafael to have an adequate housing supply and mix that matches the needs of people of all ages, income levels, and special requirements.*
- **Policy H-7. Protection of the Existing Housing Stock.** *Continue to protect existing housing from conversion to nonresidential uses. Ensure that affordable housing provided through government subsidy programs, incentives, and deed restrictions remains affordable over the required time period and intervene when possible to help preserve such housing. (NOTE: this policy is supported by current programs such as the rent stabilization ordinance for mobile homes and BMR resale restrictions).*
- **Policy H-8. Housing Conditions and Maintenance.** *Protect and conserve the existing housing stock and existing residential areas. Protect residents and maintain the housing stock by enforcing the housing code for all types of residential units. Support good management practices and the long-term maintenance and improvement of existing housing. (NOTE: this policy is supported by programs the City currently implements such as the Hotel/Apartment Inspection Program [HIP], Residential Building Resale [RBR] Program, and relocation assistance).*
- **Policy H-9. Special Needs.** *Encourage a mix of housing unit types throughout San Rafael, including very low- and low-income housing for families with children, single parents, students, young families, lower income seniors, homeless and the disabled. Accessible units shall be provided in multi-family developments, consistent with State and Federal law.*
- **Policy H-11. House Sharing.** *Support organizations that facilitate house sharing, linking seniors and small households with potential boarders to more efficiently use existing housing stock. (NOTE: this policy promotes "aging-n-place.")*

ATTACHMENT 1

SAN RAFAEL GENERAL PLAN 2020 HOUSING ELEMENT Key Goals & Policies Supporting and Facilitating All Types of Housing

- **Policy H-12. Residential Care Facilities and Emergency Shelters.** Encourage a dispersion of residential care facilities and emergency shelters and avoid an over concentration of residential care facilities and shelters for the homeless in any given area consistent with state and federal laws.
- **Policy H-13. Senior Housing.** Encourage housing that meets the needs of San Rafael's older population, particularly affordable units and affordable care facilities that foster aging within the community. Support development that provides housing options so that seniors can find suitable housing to rent or purchase. (NOTE: this policy is supported by programs that encourage assisted living and age-in-place assistance.)
- **Policy H-15. Infill Near Transit.** Encourage higher densities on sites adjacent to a transit hub, focusing on the Priority Development Area surrounding the San Rafael Transportation Center and future Downtown SMART station.
- **Policy H-18. Inclusionary Housing Requirements.** The City requires residential projects to provide a percentage of affordable units on site and/or pay in-lieu of fees for the development of affordable units in another location. The City's program requires the units remain affordable for the longest feasible time, or at least 55 years. The City's primary intent is the construction of units on-site. The units should be of a similar mix and type to that of the development as a whole and dispersed throughout the development. If this is not practical or not permitted by law, the City will consider other alternatives of equal value, such as in-lieu fees, construction of units off-site, donation of a portion of the property for future nonprofit housing development, etc. Allow for flexibility in providing affordable units as long as the intent of this policy is met. Specific requirements are:

Project Size	% Affordable Units Required
2-10 Housing Units +	10%
11-20 Housing Units	15%
21+ Housing Units	20%
+ Exemptions for smaller project units may be provided in the Zoning Ordinance.	

Rental Units. Provide, consistent with State law, a minimum of 50% of the BMR units affordable to very low-income households at below 50% of median income, with the remainder affordable to low income households at 50-80% of median income.

Sale/Ownership Units. Provide a minimum of 50% of the BMR units affordable to low income households at 50-80% of median income, with the remainder affordable to moderate income households at 80-120% of median income.

ATTACHMENT 2

**HOUSING DEVELOPMENT PROJECTS
Approved, Currently Under Review, or in the Pipeline
August 1, 2018**

	Address	Project Specifics	Affordability	Status
1	Los Gamos Road (upslope of YMCA)	Potential housing; no specifics to date	No specifics to date	Pipeline
2	1010-1050 Northgate Drive (Four Points Sheraton)	136 residential (condominium) units; includes senior units	20% inclusionary	Under review
3	Northgate Mall	Potential housing; no specifics to date	No specifics to date	No specifics to date; no applications filed
4	3833 Redwood Hwy/ 350 Merrydale Road (Marin Ventures)	50 residential (townhouse) units + 18 ADUs	20% inclusionary	Under review
5	3773 Redwood Hwy (Hudson Street Design)	Assisted living for seniors (Oakmont); 89 residences + memory care	No inclusionary units. Commercial linkage fee payment required.	Approved
6	Fair Drive & Coleman Drive	25 single-family residential units (recorded vacant lots)	Market-rate; no inclusionary units; affordable housing in-lieu fee required.	Approved & Under review
7	1368 Lincoln Ave	25 housing units for homeless	100% affordable Extremely low income	Early planning stages
8	1628 5 th Avenue	8 residential (apartment) units	10% inclusionary	Under review
9	800 Mission Avenue	Assisted living for seniors (Aegis); 88 residences + memory care	No inclusionary units. Commercial linkage fee payment required.	Under review
10	21 G Street	8 residential (townhome) units	10% inclusionary	Approved
11	809 B Street @ 2 nd Street	41 residential (apartment) units	10% inclusionary	Approved
12	1001 4 th Street	Potential housing; no specifics to date	No specifics to date	No specifics to date; no applications filed
13	999 3 rd Street (PG&E)	68 senior apartments	100% affordable Low income	Under review
14	703-723 3 rd Street	120 residential (apartment) units	20% inclusionary	Under review
15	190 Mill Street	Potential housing; no specifics to date	100% affordable	Early planning stages
16	Village @ Loch Lomond Marina	81 residential (mix) units	20% inclusionary	Approved/under construction



Housing Development Projects: North San Rafael

August 2018

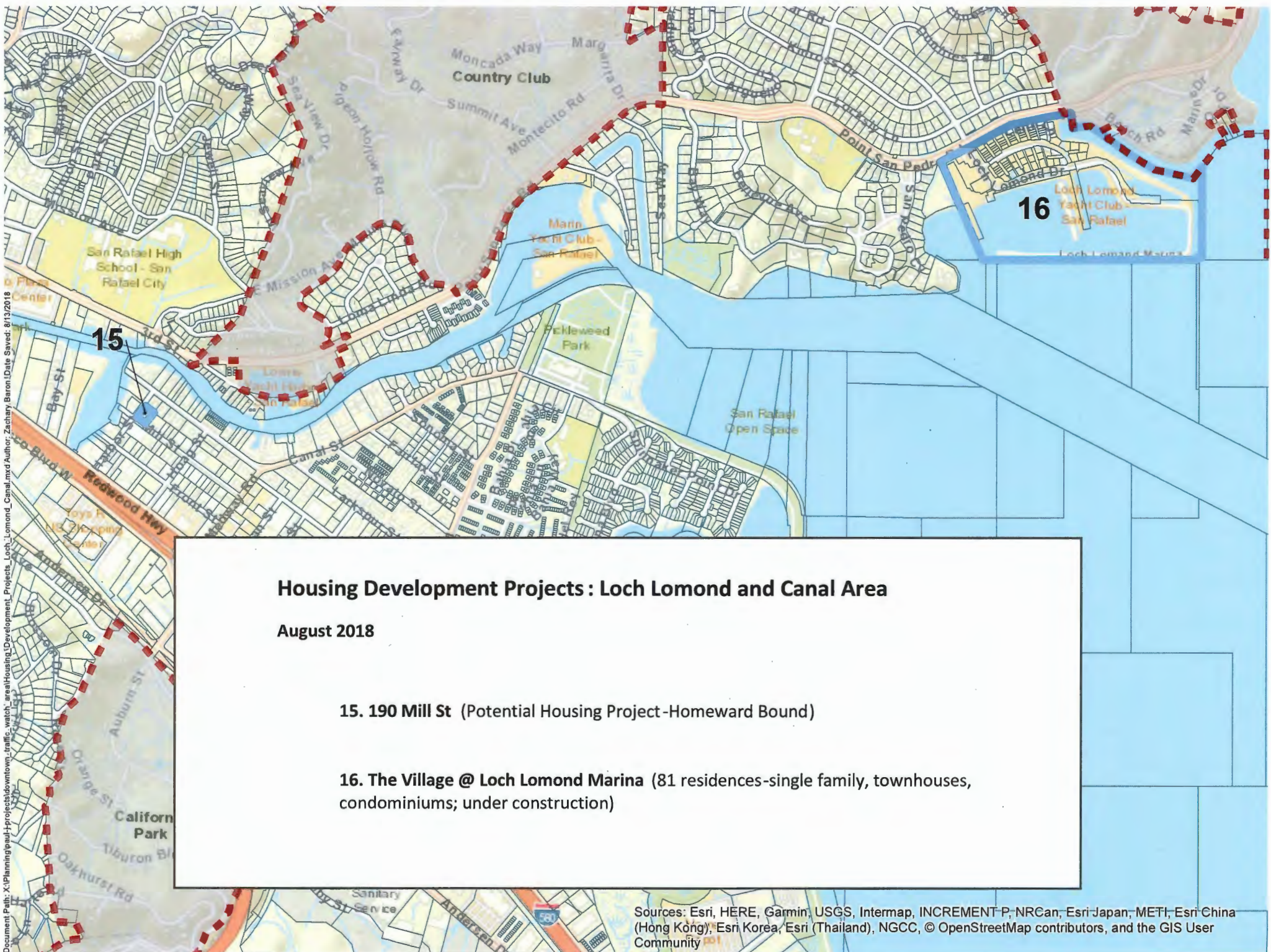
1. **Los Gamos Rd.** (potential housing project)
2. **Northgate Walk @ Four Points Sheraton** (hotel site, 136 unit condominiums; under review)
3. **Northgate Mall** (potential housing project)
4. **3833 Redwood Hwy/350 Merrydale Rd.** (50 townhouses (proposed); market rate + 20% BMR/18 ADU's; under review)
5. **3773 Redwood Hwy** (assisted living for seniors (Oakmont); 89 residences + memory care; approved)
6. **Fair Dr./Coleman Dr.** (25 single family residences-recorded lots; under review/approved)



Housing Development Projects : Central San Rafael

August 2018

7. 1368 Lincoln Ave (potential housing project)
8. 1628 5th Ave (8 residential apartments; under review)
9. 900 Mission Ave (assisted living-seniors (Aegis), 88 residences + memory care; under review)
10. 21 G St. (8 residential townhomes; approved)
11. 809 B St. (41 residential apartments; approved)
12. 1001 4th St. (potential housing project)
13. 999 3rd St. (68 senior apartments-low income; under review)
14. 703-723 3rd St. (120 residential apartment units; under review)



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Housing Development Projects : Loch Lomond and Canal Area

August 2018

15. 190 Mill St (Potential Housing Project-Homeward Bound)

16. The Village @ Loch Lomond Marina (81 residences-single family, townhouses, condominiums; under construction)

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT-P, NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community

ATTACHMENT 3
SUMMARY OF HOUSING LEGISLATION – 2017-2018
 July 24, 2018

HOUSING BILL	SUMMARY + COMMENTS SPECIFIC TO SAN RAFAEL	ACTION PLAN FOR CITY
BILLS PASSED AND SIGNED AS NEW LAW		
<p>SB 2 - <u>Permanent Source of Funds for Affordable Housing Development.</u> Imposes a mandated \$75-\$225 recording fee with property sales/real estate docs (no fee for home sales). Est. revenue of \$200 Million/year. Make-up for dissolving of Redevelopment Agencies.</p>	<p>Bill signed and law in effect. City supported this bill. No direct impacts on the City.</p>	<p>No action needed.</p>
<p>SB 3 - <u>\$4 Billion Housing Bond.</u> November 2018 bond on ballot. Bonds to be used to supplement cost of various existing housing programs (\$3B for State affordable housing programs and \$1B for CalVet Home Loan Program).</p>	<p>Bill signed and law in effect. City supported initial bill. No direct impacts on the City.</p>	<p>No action needed.</p>
<p>SB 35 - <u>Streamlined Approval Process for Housing Projects.</u> (Coupled with SB 879, below). Creates a ministerial process for any residential project of 2 or more units near major transit. Commits developer to pay prevailing wages for construction. Limits local jurisdiction review of project for compliance with a</p>	<p>Bill signed and law in effect. City opposed this bill. Law has a direct impact on the City; applies to most areas served by major transit. While developer interest in paying prevailing wage in Marin is not common, affordable housing projects proposed by non-profits are typically required to provide prevailing wage. Big task for local jurisdictions = creating process for individual requests. Currently, there is no City process established to address individual requests.</p>	<p>Zoning Ordinance amendment and/or separate processing resolution needs to be adopted to address streamlined application requests. Must include “objective planning and development standards.” Standards must be prescribed and quantified to be “non-discretionary.” Requires significant input from DRB, PC, CC and public.</p>

ATTACHMENT 3
SUMMARY OF HOUSING LEGISLATION – 2017-2018
July 24, 2018

HOUSING BILL	SUMMARY + COMMENTS SPECIFIC TO SAN RAFAEL	ACTION PLAN FOR CITY
<p>checklist of “objective planning standards.”</p> <p>Established time limits for review and action on a project requesting streamlined review.</p> <p>Also expands local jurisdiction requirements for annual reporting (on housing approvals and start-ups) to HCD.</p> <p>Provisions of law also influenced by the local jurisdiction meeting RHNA goals through actual construction.</p> <p>Law is extremely complicated. See separate fact sheet.</p>	<p>Objective planning and design standards must be “quantified” to meet the test for ministerial action.</p> <p>Time limits for streamlined for project review will be a strain on staff and will require other projects being processed to be placed at a lower priority.</p> <p>Recent report issued from HCD finds that based on our RHNA performance, the streamlined process for residential projects is not required unless the development has a minimum of 50% affordable units.</p>	
<p><u>AB 1505 – Return of Inclusionary Housing.</u></p> <p><i>Palmer v. City of LA</i> case overturned by this bill. Reinstates ability of local jurisdictions to require inclusionary housing for rental projects.</p> <p>Limits a local jurisdictions’ ability to impose an inclusionary housing requirement to a maximum of 15% when adopting a new ordinance.</p>	<p>Bill signed and law in effect. City supported this bill.</p> <p>Law has a direct impact on the City; allows the City to employ and enforce the current inclusionary housing requirements in the GP2020 and Zoning Ordinance (up to 20% BMR unit requirement in market rate projects). Less reliance on securing BMR rental units through the density bonus process.</p> <p>The 15% inclusionary unit limit set by the law does not apply to the City as we would not be adopting a new ordinance.</p>	<p>No formal action or ordinance needed by the City. Consider having the City Council adopt a resolution confirming reinstatement of the adopted inclusionary housing requirements for rental projects.</p>
<p><u>AB 678, SB 167, AB 1515 – Strengthening Anti-NIMBY Law – Housing Accountability Act.</u></p>	<p>Bills signed and laws in effect. City opposed this bill.</p>	<p>City Planning Division staff will be required to comply with the timeline set for determining housing project consistency with the General Plan 2020 and zoning</p>

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<p>Reinforces Housing Accountability Act; limits local jurisdictions ability to deny housing developments that are consistent with the local General Plan unless specific findings are made.</p> <p>SB 167 requires that local jurisdiction provide the developer of a housing project a list of inconsistencies with the local General Plan and zoning standards within 30-60 days after the application is deemed complete; if not done within this time frame, application is <u>deemed consistent</u> with all local policies.</p> <p>Requires that local jurisdiction pay for attorney fees and fines if a denied project is challenged.</p> <p>AB 1515 allows the court to determine whether a housing project is consistent with the local zoning and General Plan by selecting the substantial evidence it wishes to rely on rather than reviewing whether the local jurisdiction relied upon substantial evidence.</p>	<p>Law has a direct impact on the City. Requires that City further boost findings when acting on a housing development project. Obligating the City to pay attorney fees and fines for a challenged action.</p> <p>Impacts City staff review and time management of housing projects.</p> <p>City action on housing projects would be vulnerable to the courts discretion to select substantial evidence if a housing project is challenged.</p>	<p>provisions. This review could be included in the first 30 days of application filing and completeness review.</p> <p>No other action necessary. However, as part of the GP2040 process, the law should be carefully reviewed to determine if General Plan policies and programs need to be amended to</p>

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<p>SB 540, AB 73 – <u>Workforce Housing Opportunity Zones and Housing Sustainability Districts.</u> Allows local jurisdictions to establish a workforce housing or sustainability district that includes a CEQA review and document that covers review of individual sites within the district (“front end” planning like a Specific Plan or Form-based Code approach) for up to five years. If a district is established, individual residential projects would be subject to a ministerial review planning process subject to a time limit for construction of 3 years. Authorizes local jurisdictions to create an incentive fund for “front end” zoning and CEQA review for residential infill projects within the established district.</p>	<p>Bills signed and laws in effect. City did not take a position on this bill but it was supported by the League of CA Cities. Law is discretionary and does not apply to the City unless a district(s) is established.</p>	<p>No formal action needed unless the City determined that a district(s) should be established. Note: In preparing for General Plan 2040, a Specific Plan or Form-based Code is being considered for Downtown San Rafael, which could provide streamlined review.</p>
<p>AB 1397, SB 166 – <u>“No-Net-Loss Zoning.”</u> Modifies current “No Net Loss Zoning” law. Local jurisdiction cannot downzone sites or approve new housing at significantly lower densities than that projected for</p>	<p>Bills signed and laws in effect. City did not take a position on this bill but it was opposed by the League of CA Cities. Law may have a direct impact on the City, but it is questionable if this law applies to charter cities. General Plan 2020 Housing Element includes a list of housing sites with estimated unit count for development. While the</p>	<p>May require a detailed review of General Plan 2020 Housing Element housing site inventory to: a) determine if surplus sites provide a comfortable cushion; and b) determine the need to include specified income levels for projected housing on each of the housing sites.</p>

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<p>the site in the local Housing Element without identifying other sites that could accommodate the local need for housing sites at specified income levels. Not applicable to charter cities.</p>	<p>housing opportunity sites identified in the Housing Element (2,500 units) far exceed the RHNA for this cycle (1,005), the inventory of sites does not break down projected units by projected income levels.</p>	
<p><u>AB 72, SB 879 – Changes to HCD Review of Local Housing Elements.</u> Boosts local jurisdiction requirements for annual reporting to HCD. Allows HCD to revoke local Housing Element compliance (certification) for inconsistent actions.</p>	<p>Bills signed and laws in effect. City did not take a position on this bill. Law has a direct impact on the City. While the changes in annual reporting to HCD are more onerous but not problematic, City actions on housing projects and the General Plan Housing Element would be more vulnerable to challenge and HCD oversight.</p>	<p>Monitor its activity related to actions on housing projects and the General Plan Housing Element to ensure compliance with the State law.</p>
<p><u>AB 1521 – Expiring Affordability Restrictions.</u> Strengthens the law regarding the preservation of existing assisted housing developments (assisted = multiple-family housing subject to federal, state or local assistance; not applicable to properties under rent controlled/rent stabilization). Requires the owner to provide notice to tenants (3 years) when the affordability restriction is to sunset. Requires that owner accept an offer to purchase by</p>	<p>Bill passed and law in effect. City did not take a position on this bill. Law has an indirect impact on the City.</p>	<p>Meet with Marin County Housing Authority to determine applicability of this law, and compliance.</p>

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tenant and limits rent increases at time restriction sunsets.		
AB 571 – Farmworker Housing. Boosts the farmworkers, low-income tax credit program.	Bill passed and law in effect. City did not take a position on this bill. No impacts on the City.	No action needed.
AB 494, SB 229 – Easing Restrictions on ADU Construction. Requires that any new ADU that is interior to the primary single-family residence must be afforded the ministerial review process in any zoning district that permits a single-family residence (e.g., multiple-family residential districts). Parking for an exterior ADU is limited to no more than one space per unit or per bedroom, “whichever is less;” no parking is required for a detached ADU studio unit. Local jurisdictions cannot prohibit parking in setbacks or in tandem. Local utility servers cannot consider an ADU to be a residential use for calculating fees and may not require a new or separate utility connection for an interior ADU. A new and separate utility connection may be required	Bill passed and law in effect. City did not take a position on this bill. Law has an indirect impact on the City. At present, City zoning permits single-family residences and ADUs in all residential zoning districts. City is working on a new, local ADU ordinance. New parking requirements will need to be addressed. Local utilities will need to be informed of the new laws addressing utility connections.	Include updated parking requirements in the new ADU ordinance (yet to be adopted).

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for a new exterior ADU but the fee for the connection must be based on ADU size and number of plumbing fixtures.		
FAILED BILLS		
<p><u>SB 827 – Transit-Rich Housing Project Bill.</u> Would authorize a housing project of two or more units to qualify for a “transit-rich housing bonus.” Projects within ½-mile radius of a major transit stop or ¼-mile radius of high quality transit corridor would be exempt from: maximum residential density and FAR provisions; minimum parking requirements; and design standards that restrict the ability to construct the maximum number of units. Building heights of 55 feet shall be permitted if the adjacent street width is less than 45 feet. If the adjacent street width is greater than 45 feet, 85-foot building heights shall be permitted.</p>	<p><u>Bill voted down.</u> City submitted a letter opposing this bill. This proposed law would have had a direct and dramatic impact on the City and the urban corridor of Marin County. City has many areas that meet the criteria for a transit-rich housing bonus. At present, building height limits cap at 66 feet in Downtown (with some bonuses up to 74 feet), except for the Courthouse Square property (101 feet). Suburban areas such as Terra Linda and older residential neighborhoods in Central San Rafael would be impacted. These areas typically have building height limits of 30-36 feet.</p>	Nothing now.
<p><u>SB 831. ADU Regulations.</u> Bill proposed additional changes to the Accessory Dwelling Unit</p>	<p><u>Bill voted down.</u> City did not take a position on this bill.</p>	Nothing now.

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(ADU) laws and local regulations. Bills propose, among others to mandate that local jurisdictions eliminate requirements such as lot, coverage, floor area ratio, setbacks, owner occupancy.	The proposed law would have further reduced the City’s ability to regulate ADUs, including eliminating the ability to require that the property owner occupy either the main residence of the ADU.	
INTRODUCED BILLS		
SB 828 – RHNA Rollover Bill. Would require that State HCD address historic underproduction of housing by completing a comprehensive assessment of unmet need for each region. Plan calls for requiring local jurisdictions with high rates of income growth have a high rate of housing production commensurate to income levels. Also requires that HCD develop a methodology to require that unmet RHNA be “rolled over” to the next reporting period. Requires that local jurisdictions plan and accommodate for 200% of the local housing allocation for every income level in its Housing Element.	Bill introduced. City has submitted a letter opposing this bill. This proposed law would have a direct and dramatic impact on the City in several ways. First, the current RHNA for San Rafael is 1007 units. If units are not built to meet RHNA for the annual reporting period, the number rolls over to the next period. So, if no construction occurs, the RHNA number does not go down. This bill unfairly places local jurisdictions in a vulnerable position as construction activity is dictated by the market. Local jurisdictions have no control over this market. Second, essentially, the bill requires the local jurisdiction to plan for doubling the current RHNA spread across all income levels. The San Rafael Housing Element identifies housing opportunities for approximately 2,500 units, which provides a comfortable cushion above the current 1,007-unit RHNA. Much of this cushion would ultimately become the RHNA obligation for San Rafael.	Monitor progress of bill.

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<p><u>AB 2890. ADU Regulations.</u> Would relax review and action by a local jurisdiction for an ADU contained in a detached accessory structure (reduced setbacks. Would also permit an ADU and Junior ADU on one residential lot.</p>	<p>Bills introduced. City has yet to take a position on these bills.</p>	<p>Monitor progress of bills.</p>

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Leonard A. Rifkind

len@rifkindlawgroup.com

August 15, 2018

Mayor Gary Phillips
Members of the San Rafael City Council
1400 Fifth Avenue, Room 203
San Rafael, CA 94901

Re: Short Term Rentals

Dear Mayor Phillips and Members of the City Council:

We write to comment upon the Council's upcoming "housing" agenda item set for the August 20, 2018 Council Meeting. In discussing the state of the City's housing, we understand the item will include a discussion and report on the City's short term rental housing stock.

Specifically, our clients, Charles Comella and Linda Kruger, 94 Jewell Avenue, oppose their neighbor's use of their residence on a shared driveway for short term rental use. Please see our letter enclosed to the attorney for the owners of 98 Jewell. We conclude the neighbor's short term rent use in this context is an illegal business use in a residential zoning district.

Our main message is the City should regulate short term rentals, require business licenses, impose transient occupancy tax, and regulate locations. One size does not fit all for short term rentals. A short term rental use on a large property with significant distance to neighbor's residence may not create any impact on adjacent neighbors as compared to our clients' situation where a shared driveway, tight parking and guests arriving and departing seven days a week at all hours of the day and night is completely unacceptable.

Thank you in advance for your careful consideration of regulating short terms rentals in San Rafael.

Sincerely,

RIFKIND LAW GROUP

By: 

Leonard A. Rifkind

LAR/ji

Encls.

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Leonard A. Rifkind
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July 9, 2018

VIA EMAIL: bschaefer@bschaeferlawfirm.com
VIA U.S. MAIL

Barrett R.P. Schaefer, Esq.
Attorney at Law
790 Mission Avenue
San Rafael, CA 94901

Re: Your Clients Sean and Cambria Terheyden, 98 Jewell Street, San Rafael, CA

Dear Barrett:

Our firm represents Charles Comella and Linda Kruger, who own and reside at 94 Jewell Street, and share a common driveway with your clients. We are in receipt of a copy of your letter March 27, 2018.

Like all neighbor disputes compromise is the key to resolution. As your letter admits, your clients are operating a business in a residential neighborhood, utilizing a common driveway, in violation of the City of San Rafael's Municipal Code, as discussed below, resulting in a private nuisance to our clients. Our clients report most of the nights of the week, day in day out, week end and week out for more than a year, your clients rent not one, but two bedrooms, of their residence to short term renters, whose stay is generally a few days at most. You can imagine the kind of disruption, adversely affecting our clients' privacy and safety that this kind of "hotel" use creates on a common driveway, where our clients peacefully co-existed with your clients' predecessors in interest for decades. Accordingly, our proposed compromise is your clients' immediate cease and desist use of their property as a hotel business and to restore its use to what was intended by the City of San Rafael's zoning ordinance--for residential single household purposes. The alternative is litigation on the grounds described below.

General Plan.

As you well know, as a planning commissioner for the City, the general plan is "the constitution for all future development." *Leshar Communications, Inc. v. City of Walnut Creek* (1990) 52 Cal. 3d 531, 540. Your clients' development of a "hotel" use in a residential zone violates the City's General Plan, its Neighborhoods Element in particular. It further has created a "Project"

as defined by the California Environmental Quality Act and is subject to CEQA review. CEQA Guidelines Sec. 15378.

The City's General Plan Neighborhood Element (NH-2) requires all new development in residential neighborhoods to, "Preserve, enhance and maintain the residential character of neighborhoods to make them desirable places to live. New development should: Enhance neighborhood image and quality of life" Comment: Your clients' hotel use is the antithesis of preserving residential character of the neighborhood.

Your clients' property is located in the Dominican/Black Canyon Neighborhood, whose vision is to "Preserve and enhance the residential and historic character of the neighborhood" Comment: Clearly the applicable fundamental vision and goals of the City's General Plan for the Dominican/Black Canyon Neighborhood is to preserve its residential character and your clients' hotel use is inconsistent with the General Plan and zoning ordinance as described below.

Your clients' "Hotel" Use of Their Property Violates Multiple Zoning Constraints and Therefore Is Not a Permitted Use Under Any Circumstances.

While the City of San Rafael has no short term rental ordinance at present, the City proscribes unauthorized business uses in residential zoned properties, except in certain limited home occupation circumstances not applicable to your clients' "hotel" use. The following municipal code definitions are illustrative of the intent to limit business use of residential property (SRMC Section 14.03.030):

Applicable Municipal Code Definitions.

"**Dwelling unit**" means one or more rooms designed, occupied or intended for occupancy as separate living quarters for the exclusive use of one household, with a kitchen, sleeping facilities, and sanitary facilities. Comment: Renting out rooms on a short term basis defeats the intent of having "one household" per dwelling unit.

"**Home occupation**" means an accessory use of a dwelling unit, conducted entirely within the dwelling unit, carried on by one (1) or more persons, all of whom reside within the dwelling unit, as further defined in Section 14.16.220, Home occupations. Comment: We discuss further below and conclude your clients' "hotel" use is not a permitted "home occupation."

"**Hotel**" means any building or portion thereof containing multiple guest rooms designed for compensation, primarily for the accommodation of transient travelers, with eating, drinking, banquet and recreational facilities related to the hotel use, but not including those facilities defined as residential care facilities. Comment: Your clients' use is consistent with the quoted definition of "hotel." Your clients use their residence for multiple guest room, at least two, designed primary for compensation for the accommodation of transient travelers.

"**Household**" means one or more persons, whether or not related by blood, marriage or adoption, jointly occupying a dwelling unit in a living arrangement characterized by the sharing of common living areas, including area and facilities for food preparation. Indicia of a separate

household include, but are not limited to, one (1) or more of the following: a separate exterior entrance, a separate address, a separate mail box designation, a separate utility service or meter, a separate cable television line, and the existence of a rental advertisement for the separate living quarters immediately preceding their occupancy. Comment: Under this definition your clients' "hotel" use of their residential property does not create a single "household," where your clients have separate entrances for the rented rooms and advertises for separating living quarters of short duration.

"Residential, single-family" means low density residential development containing one (1) primary residential "dwelling unit" for use by a single household on a single parcel. This definition includes use of a single-family dwelling and/or second dwelling unit as a household for "transitional housing" or "supportive housing" as defined under the State Health and Safety Code. Comment: Your clients' use creates more than one primary "dwelling unit" and therefore violates zoning for the subject property requiring "Residential, single-family" use.

Zoning. Your Clients' Bed and Breakfast/Hotel Use is Not Permitted Under Any Circumstances.

98 Jewell Street is zoned R7.5 Single-Family Residential District. This single-family residential district provides opportunities for low-density, detached single-family residential development. (SRMC Sec. 14.04.010(H)(1)). As stated above, your clients' "hotel" use is in violation of applicable zoning constraints.

Your clients' use is akin to a "boardinghouse" or "rooming house" and is not a permitted use. (SRMC Sec. 14.04.020).

Your clients' use could be construed as a "bed and breakfast inn use" that requires a conditional use permit. (*Id.*) However, such use must be on non-hillside lots, 20,000 square feet or larger. Your clients' lot has 24 percent slope and is less than 20,000 square feet and so a CUP is not possible.

Hotels and motels are not permitted uses. (*Id.*)

Your Clients' Hotel Use is Not a Permitted Home Occupation. (SRMC Sec. 14.16.220)

The purpose of this section is to establish "standards for home occupation businesses. In general, a home occupation is an accessory business use in a residence, so located and conducted that the average neighbor, under normal circumstances, would not be aware of its existence" (SRMC Sec. 14.16.220A). Comment: Your clients' use is hardly unobtrusive and has created significant impacts in the form of noise, lights, privacy and safety concerns adversely affecting our clients' reasonable quiet enjoyment of their single family residence.

"A home occupation is defined as follows: A home occupation is an accessory use of a dwelling unit, conducted entirely within the dwelling unit, carried on by one (1) or more persons, all of whom reside within the dwelling unit. The use is clearly incidental and secondary to the use of the dwelling for residential purposes and does not change the

character thereof or adversely affect the neighboring residences. When a use is a home occupation, it means the owner, lessee or other persons who have a legal right to the use of the dwelling unit also have the vested right to conduct the home occupation without securing special permission to do so.” [Emphasis added]. SRMC Sec. 14.16.220B). Comment: Your clients’ have no vested right to conduct a short-term rental business akin to a hotel use in direct contravention of applicable zoning constraints.

Additionally, your clients’ use does not comply with *all* required standards for home occupations:

- “No more than twenty-five percent (25%) of the gross area of said residence shall be used for such purpose. An accessory structure shall not be used for home occupation purposes.” Comment: Your clients’ hotel use encompasses more than 25% of the gross area of their resident. (SRMC Sec. 14.16.220(C)(2)).
- “The home occupation(s) shall be operated to allow no more than one (1) client at a time on-site ... The home occupation(s) may increase vehicular traffic flow and parking by no more than one (1) additional vehicle at a time.” (SRMC Sec. 14.16.220(C)(5)). Comment: Your clients’ use frequently has two separate guests using the residence on site in violation of home occupation standards.
- “No use shall create noise, dust, vibration, smell, smoke, glare, electrical interference, fire hazard or any other hazard or nuisance to any greater or more frequent extent than that usually experienced in an average residential occupancy in the district in question under normal circumstances wherein no home occupation exists.” (SRMC Sec. 14.16.220(C)(6)). Comment: Your clients’ multiple guests frequent late night arrivals, either for their original stay or after a night of bacchanalian revelry, creates noise, lighting, and safety impacts, greatly disturbing to our clients and far in excess of an average residential occupancy where no home occupation hotel use exists.

General Plan/ Zoning Summary. There is no factual basis under which your clients can continue to operate their “hotel” use at 98 Jewell Street, San Rafael because the use violates both the City’s General Plan and Zoning Ordinance in numerous respects.

Response to Cease and Desist Correspondence, Dated March 27, 2018.

Demand to Cease and Desist Hotel Use. For the reasons stated above regarding your clients’ violation of the City’s General Plan and Zoning Ordinance, your clients have no legal right to continue to operate an illegal hotel use on their property. Demand is made for your clients to cease and desist all illegal use forthwith.

Your clients’ illegal business operations constitutes a private nuisance, which is defined as “Anything which is injurious to health, including, but not limited to, the illegal sale of controlled substances, or is indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property” Civ. Code Sec. 3479. Both damages and injunction are available remedies for a nuisance. Civ. Code Sec. 3501; *Katenkamp v. Union Realty Co.* (1936) 6 Cal. 2d 765, 776. Factors a court would consider to determine your clients’ use is a nuisance include: continuity, injury to our clients, adversely affects the character of the neighborhood, and equity because preventing a

hotel use will still allow your clients to use their property for its intended residential and single household use as defined by the San Rafael Municipal Code. See *Carter v. Johnson* (1962) 209 Cal.App.2d 589, 591.

Common law defines your clients' "hotel" use as a business. A business is "any activity engaged in by any person or caused to be engaged in by him with the object of gain, benefit or advantage, either direct or indirect." *Union League Club. v. Johnson* (1941) 18 Cal. 2d 275. Other supporting factors to conclude your clients' use is a business include: continuity of service, use is more than merely incidental to the residential use and interferes with the character of the residential neighborhood. In a recent case, a landlord successfully evicted a tenant for engaging in a short-term rental in violation of the city's zoning law. *Chen v. Kraft* (2016) 243 Cal.App.4th Supp. 13. Defining short-term rentals as a "hotel" is commonplace. See City of Santa Barbara Municipal Code sections 28.04.395, 28.21.005.

Neighbor Interaction/Driveway Maintenance Agreement. Our clients agree to have as little or no contact as possible with your clients. However, the parties do share a common driveway and there are cross-easements of record, so some interaction regarding use, maintenance and repair of the driveway is necessary. We suggest the parties enter into a driveway maintenance agreement. Please advise if your clients are receptive.

Parking. We understand a parking dispute has arisen in which your clients are challenging a parking space that our client has used for approximately 40 years and has aggressively parked their vehicle in a manner extremely close to our clients' parked vehicle in an attempt to prevent our clients access. Demand is made for your clients to cease and desist such harassing behavior forthwith. Our clients are prepared to file an action for quiet title re: prescriptive easement and record a *lis pendens* as required by statute against your clients' title to protect this nonpossessory property right.

Demand to Cease and Desist Illegal Video Surveillance. Your clients are illegally surveilling our clients' property with video cameras that capture main living areas of our clients' personal residence. See photo enclosed, provided by your client from his Nest Camera, to our clients. This is unacceptable, harassing and illegal. Civ. Code sec. 1708.8, which states:

A person is liable for constructive invasion of privacy when the defendant attempts to capture, in a manner that is offensive to a reasonable person, any type of visual image, sound recording, or other physical impression of the plaintiff engaging in a private, personal or familial activity, through the use of any device, regardless of whether there is a physical trespass, if this image, sound recording or other physical impression could not have been achieved without a trespass unless the device was used.

There is no doubt pointing a camera at a person's house and windows is the exact type of private, personal or familial activity protected by Section 1708.8. Your clients' illegal video surveillance constitutes both common law invasion of privacy and criminal invasion of privacy. The elements of the latter are intrusion into a private, place, conversation or matter and in a manner offensive to a reasonable person. *Shulman v. Group W. Prods., Inc.* (1998) 18

Cal. 4th 200, 231. Penal Code section 630 *et seq.* makes eavesdropping and other forms of invasion privacy subject to criminal sanction.

Conclusion. Our clients are prepared to litigate this case. Your clients have no right to change the status quo of 40 years of quiet enjoyment by starting a new business that interferes with our clients' reasonable quiet enjoyment of their residence. Your clients' hotel business must cease and the video surveillance camera must come down or be directed to only surveille your clients' property, not their neighbor's property. Normally, I would suggest mediating this dispute, but I see no middle ground, either your clients cease and desist their illegal business or they do not. If your clients do not cease and desist all hotel activities within 10 days of the date of this letter and take down their website inviting paying guests to the site, then we will have no choice but to proceed with pursuing all legal remedies available against your clients regarding their illegal use of their property.

Sincerely,

RIFKIND LAW GROUP

By: _____

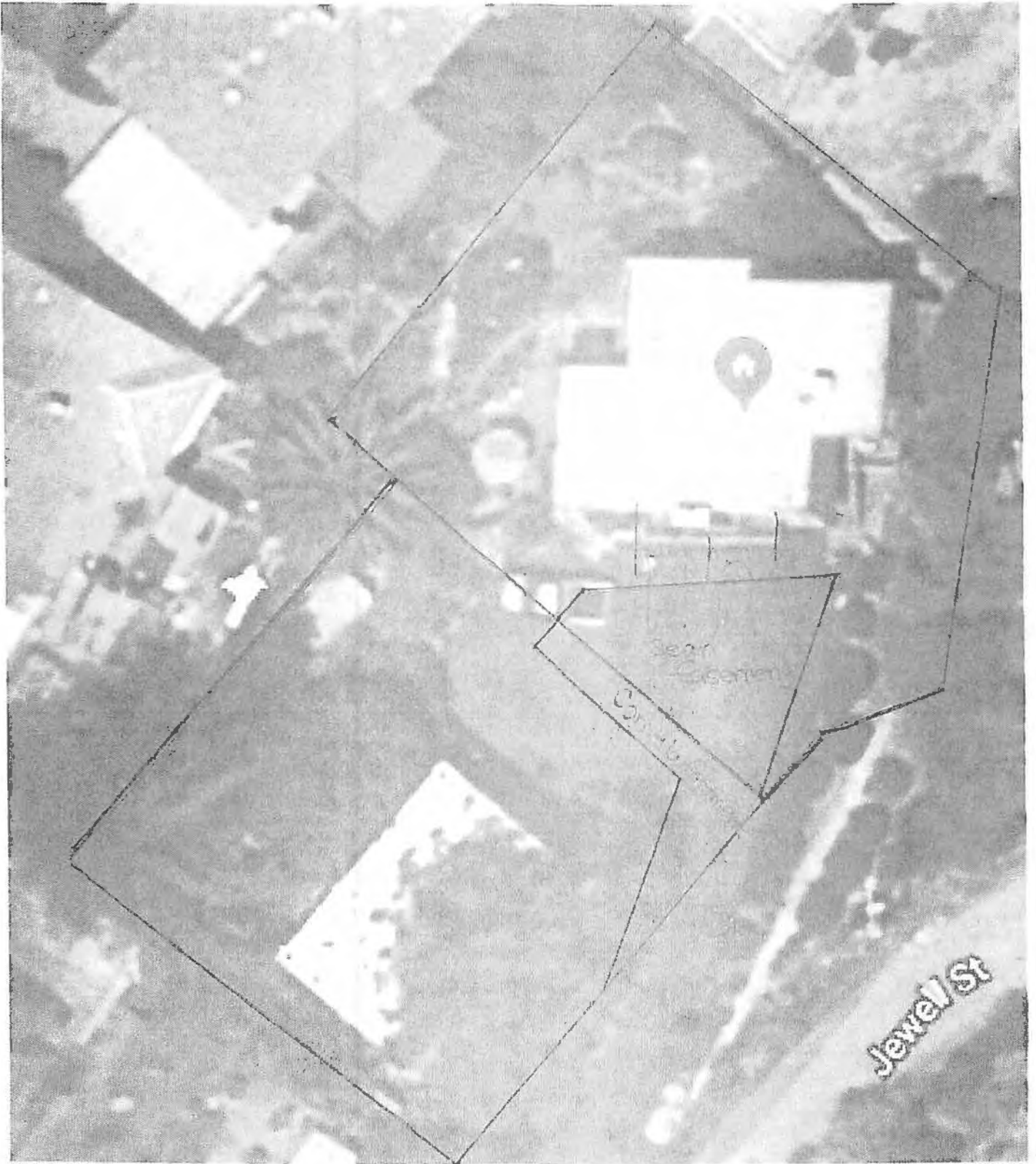

Leonard A. Rifkind

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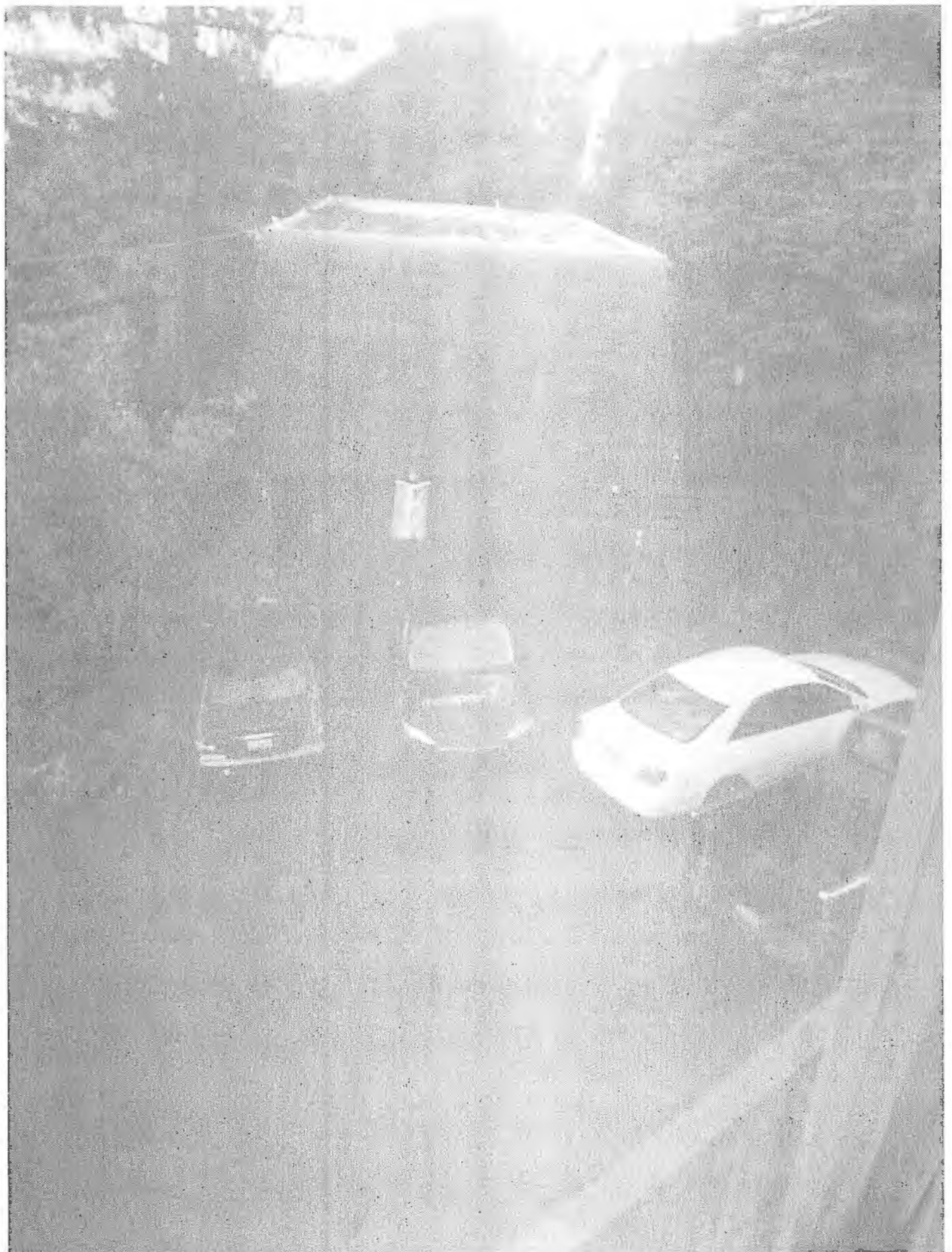
Sean O'Neil
taken from
nest camera







6/6/18



6/5/18



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: COMMUNITY DEVELOPMENT

Paul A. Jensen

**Prepared by: Paul A. Jensen, Director &
Cory Bytof, Sustainability Coordinator**

City Manager Approval: _____

TOPIC: RESILIENT BY DESIGN SEA LEVEL RISE PROJECT

**SUBJECT: RESILIENT BY DESIGN PRESENTATION OF CENTRAL SAN RAFAEL REACH
"SITE AREA" STUDY BY THE BIONIC TEAM; CASE # P18-011**

RECOMMENDATION:

Accept report and provide comments on presentation and findings

BACKGROUND:

Resilient by Design Competition

In early 2017, "Resilient by Design - Bay Area Challenge" (RbD) was launched as a collaborative research and design project to initiate innovative solutions brought on by climate change. Funded by the Rockefeller Foundation (\$4.6 Million), RbD was created as a Bay Area adaptation design competition with a specific focus on sea level rise. The competition was set-up to select: a) ten "site areas" in the Bay Area region for study; and b) teams of design, engineering and community engagement specialists to study and present sea level rise adaptation measures for the ten site areas.

In May 2017, a call for nominations for "site areas" was released. The nomination process included a list of questions, which were used as criteria in ultimately selecting the ten site areas. The questions focused on: physical challenges in the site area; extent of potential risks to businesses and critical infrastructure; social vulnerabilities/lower-income communities at risks; and the local efforts underway to address sea level rise. As the greater, Central San Rafael area is particularly vulnerable to sea level rise, the City submitted a nomination as a site area for selection and study. The nomination presented the following information to support the selection:

- The site area, referred to as the "Central San Rafael Reach," encompasses the low-lying valley floor of the Central San Rafael watershed. The valley is contained within hilly topography on its north and south sides. This area is most vulnerable to flooding and will be impacted by sea level rise. It extends from the East San Rafael shoreline westward, and through the San Rafael Creek, a navigable channel, to the edge of Downtown San Rafael. The low-lying area contains dense urban development including Marin County's largest concentration of commercial

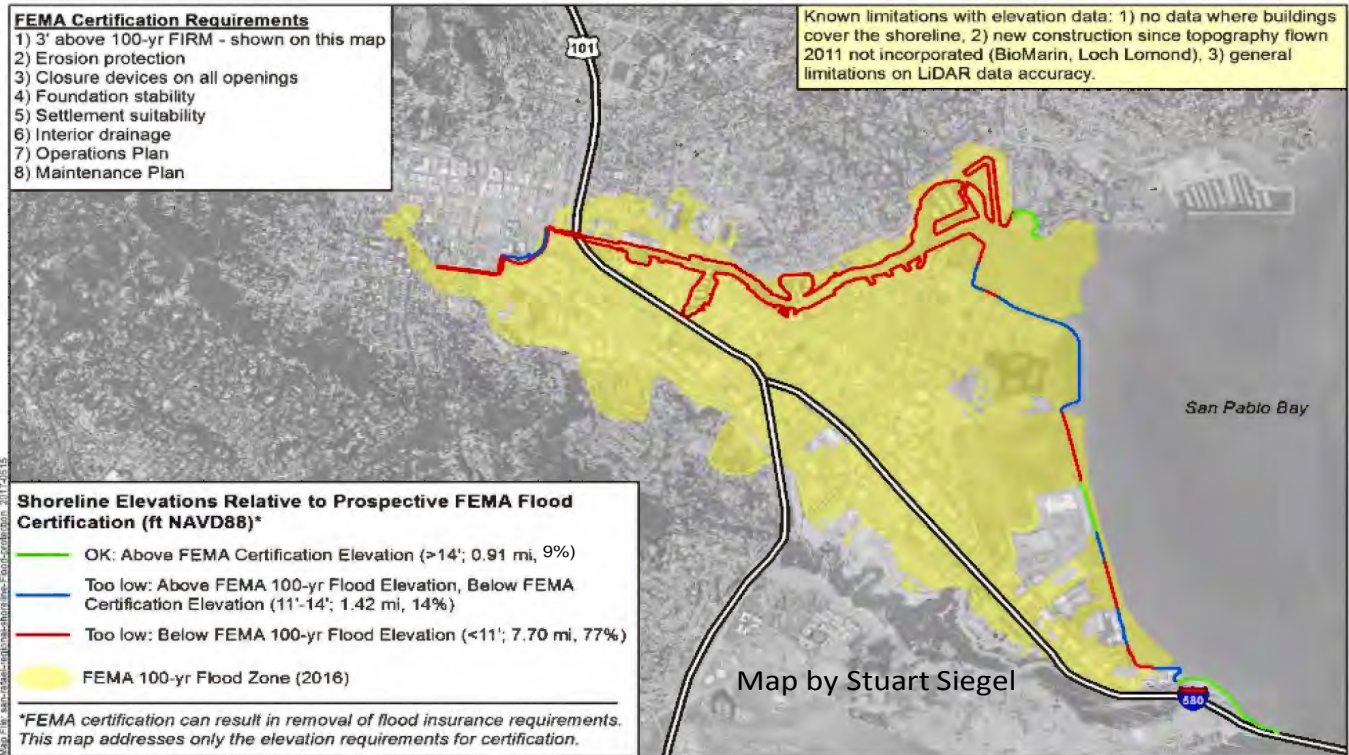
FOR CITY CLERK ONLY

File No.: _____

Council Meeting: 08-20-2018

Disposition: _____

businesses, public services and the convergence of two major freeways (US 101 and Interstate I-580), SMART (a regional passenger railroad), and the service centers and facilities for major utilities (PG & E and Central Marin Sanitation Agency). The current FEMA Flood Insurance Rate Map Special Hazard Zone “A” (100-year storm) encompasses much of the valley floor. Zone “A” approximates the area that will be inundated with sea level rise predicted by 2100.



- The area is comprised of diverse physical and multiple geographic conditions.
- The area contains physical vulnerabilities that threaten this site area such as: low-lying elevations, large expanses of landfill over historic marsh, and an inconsistent shoreline levee system.
- The area includes the Canal residential neighborhood, which houses the highest concentration of lower-income and disadvantaged residents in Marin County.
- The area contains the highest concentration of businesses and services that serve Marin County.

In late 2017, the RbD site areas were selected, which included the Central San Rafael Reach.

Bionic Team Selected

In late 2017, the Bionic Team was selected and assigned to study the Central San Rafael Reach site area. Lead by Bionic, a San Francisco-based landscape architecture firm, the Bionic Team assembled professionals from various disciplines.

The Bionic Team’s study of the Central San Rafael Reach commenced with extensive research of the site area, which tapped sources such as, among others, the Marin BayWAVE project, and the City of San Rafael “Climate Adaptation – Sea Level Rise White Paper” 2014 (link [here](#)). Further, a proactive outreach program was implemented which included creative ways to obtain public input. Outreach

measures, which involved coordination with Shore-up Marin, included a “Flood Fair” at the Albert J. Boro Community Center.

The Bionic Team’s final RbD report for San Rafael is not a written document. Rather, the final compilation of research and recommended planning approaches for sea level adaptation are presented in two on-line postings, which can be accessed at the following links:

- RbD website posting entitled: “Elevate San Rafael” (print-out attached)
<http://www.resilientbayarea.org/elevate-san-rafael>
- Bionic Team YouTube presentation to the RbD Jury in June 2018 (45-minute video).
<https://www.youtube.com/watch?v=2R4uQx2QOTY>

The presentation to the City Council is expected to cover the format and content of the RbD Jury presentation.

ANALYSIS:

As the RbD presentation is informational, no formal action is required of the City Council. However, City Council comments on the presentation and findings are requested and encouraged for the following reasons:

1. The Bionic Team has put a lot of time and effort in research, outreach and presenting creative measures. As the City’s Climate Change Cation Plan (CCAP) update calls for the preparation of an adaptation plan, this work should be considered moving forward.
2. A number of the recommended measures presented by the Bionic Team are novel and original, which warrant further study and consideration.
3. Some of the long-term measures, which call for aggressive retreat, would require and result in dramatic changes in the community. The long-term retreat measures would eliminate/displace and relocate housing and businesses.

Moving forward, staff will look out for opportunities and resources (e.g., grant opportunities; Marin Community Foundation and Urban Sustainability Directors Network) to pursue the study and implementation of suitable adaptation measures.

COMMUNITY OUTREACH:

The Bionic Team implemented an outreach program during their research and study process, which included a highly noticed “Flood Fair” at the Albert J. Boro Community Center and numerous meetings with stakeholders. For this City Council meeting presentation, a public notice of this meeting was mailed to stakeholders, agencies and special interest groups 15-days prior to this meeting. Those noticed included, among others, Sustainable San Rafael, Sustainable Marin, environmental organizations, Shore-up Marin, the Federation of San Rafael Neighborhoods, and the San Rafael Chamber of Commerce.

FISCAL IMPACT:

This item is an informational report, which has no direct fiscal impact on the City. The fiscal impact of individual projects, tasks, or studies pursued as follow-up to Resilient by Design will be assessed and determined on a case-by-case basis.

OPTIONS:

The City Council has the following options to consider:

1. Accept and provide direction as recommended by staff;
2. Do not accept the report; or
3. Direct staff to return with more information.

RECOMMENDED ACTION:

Accept the report.

ATTACHMENTS:

1. "Elevate San Rafael" website posting
2. Meeting Notice



WATCH THE FINAL DESIGN PRESENTATIONS HERE

x



LIFTING ALL ASPECTS OF LIFE
FOR THE CITY AND
STRENGTHENING A NEXUS OF
THE BAY AREA METROPOLIS

Recognized by the
Resilient by Design
Jury for their
attention drawn to
immediate flood

risk and impressive
community
engagement effort.

READ THE FULL
ELEVATE SAN RAFAEL
REPORT HERE

WATCH THE ELEVATE
SAN RAFAEL FINAL
PRESENTATION

Elevate San Rafael | Bionic Team | San Rafael, Marin County



“Elevate San Rafael” is a new paradigm for responding to complex environmental change and simply what needs to be done: occupy higher elevations and raise the quality of life and social connection for everyone. It proposes evolving the city by combining time-tested approaches to coastal adaptation with a moral, financial, and infrastructural agenda for large-scale preparation. This strategic change and redefining the relationship to the bay lends the singular opportunity to elevate all aspects of life. To physically elevate habitation and

community bonds and dignity. To elevate ones social and financial position, and policy for urban change. To lift infrastructure to new elevations and purposes, and allow for ecology to persist and expand.



- WHERE -

San Rafael is a small city north of San Francisco in Marin County. The city exhibits all the stresses of the Bay Area metropolis, because it is one of the vital infrastructural, logistical, and workforce centers of the region. It is threatened by flooding today. It is also

- WHAT -

To continue with the paradigm of known engineering solutions would compound risk in San Rafael. It would increase the separation that the city has with its waterfront. It would perpetuate the deep issues of urban stress facing its businesses and a fragile

threatened by the old paradigm of mono functional infrastructure. For good, practical, and humane reasons the easiest solution for the complex pattern of urbanism and coastal dynamics in San Rafael would be to gate off its creek, raise the levees, and proceed with life as it is known today.

community housed in a vulnerable area below sea level. It would further eradicate coastal habitats and interrupt coastal processes. It would be hugely expensive. If there was a technological failure or natural disaster, it would be a humanitarian crisis. As sea levels rise it would ultimately become obsolete, and a legacy offering danger and even fewer options would be left to future generations. In the old paradigm it is disaster that defines us. Finding a new paradigm is the challenge for San Rafael.





- WHY -

The big questions became clear: for the cost, effort, and ecological impact of known solutions, what do you get? We asked the San Rafael community - How do you want to live? And we asked ourselves- Is there another way?

“Elevate San Rafael” is a new paradigm to respond to the complexity of environmental change. We propose that the city evolve by employing time-tested approaches to coastal adaptation in combination with a moral, financial, and infrastructural agenda for large scale preparedness. In this process of strategic change and redefining the relationship to the bay, we see the singular opportunity to elevate all aspects of life. To physically elevate habitation, and the bonds of community and dignity. To elevate ones social and

financial position in life, and policy for urban change. To lift infrastructure to new elevations and purposes, and allow for ecology to persist and expand.

Elevate San Rafael is a two-part proposal addressing near term needs directly, and a long-term strategy for large scale resilience. The proposal frames necessary accompanying policy and finance mechanisms to stimulate and guide change in an equitable way. Pilot and catalyst projects protect San Rafael now, enhance community resilience, test new ecological technologies, and buy time to prepare for the future. For the long-term, a strategy that engages the forces of development, economy, and the environment reposition the urban form of San Rafael to anticipate change, enhance mobility, reinvent infrastructure, embed cultural values, enable ecology, and provide enduring protection for another century or more.





-NEXT STEPS-

The future with Sea Level Rise is uncertain, but credible scenarios project over 10' of increase in the next 40 years. And it is certain that over time sea levels will continue to rise. In this era, San Rafael can plan for collective action, form policy, build partnerships with regional transportation agencies, and expand the area needed to build new infrastructure that will withstand higher sea level scenarios.

Building on catalyst and pilot projects of the near term, “Elevate San Rafael” proposes that the city gradually shift resources away from the current pump and levy system and reduce the perimeter that it maintains for risk reduction. Paired with programs for upgrades to floodable buildings, acquisition of property for infrastructure protection, and equitable housing, the

strategy proposes to build a city-scale apparatus of green infrastructure that would elevate life in San Rafael and the systems that support it. Through this framework future generations would have options, space, and resources for how they continue to build resilience, and could choose to persist in this place for another hundred years or more.

Elevated systems are the infrastructure of the future.

Like any other regional infrastructure, they will take generations to plan, fund, and build. The elevate San Rafael framework coordinates this distant possibility with the near term need and investments, makes space, and makes it a possibility for the city whenever it is needed. And it assures that San Rafael can continue its vital function for its residents and the region.

REFLECTIONS FROM THE BAY AREA CHALLENGE



Meet Mo + The Flomo

Apr 4, 2018



San Rafael Flood Fair: Interviews by Students From Laurel Dell School

Apr 4, 2018





The Bionic Team was assembled around the need to accelerate the response to sea level rise and resiliency at low-lying Bay Area sites most in need. **Bionic Team**'s potency is its distinctly different value proposition to compound value for early adaptation. The team's spectrum range includes policy and legal framework design, sharp analysis, creative engagement, equity promotion, pioneering architecture and engineering, and design invention to enable paradigm shifts. The **Bionic Team** unites an elite group of professionals positioned to design, finance, and implement complex Bay Area projects. Progressive Bay Area design and development talent merges with distinguished interdisciplinary expertise to offer a national perspective and diverse capability. Internationally recognized as innovative designers and influencers, team leaders Bionic, WXY, PennDesign, and Michael Yarne form a potent combination of urban invention. Bionic is a San Francisco based landscape architecture firm led by Design Director Marcel Wilson. Bionic invents landscapes to enable life and stimulate culture in this complex world. PennDesign is renowned for excellent cross-disciplinary research. WXY is an interdisciplinary design practice at the forefront of resilient infrastructure. **Bionic Team**'s experts – Enterprise, Moffatt & Nichol, WRA, RMA, SF State, Baycat, Studio for Urban Projects, RAD Urban, KMA – have a deep Bay Area knowledge and are ingrained in its communities. With RbD, the **Bionic Team** partnered with the Canal Welcome Center, Shore Up Marin, and Resilient Shore for broad outreach and engagement with over 100 different stakeholder groups in San Rafael.



NOTICE OF PUBLIC MEETING – CITY COUNCIL

You are invited to attend the City Council meeting on the following proposed project:

PROJECT: RESILIENT BY DESIGN – The Central San Rafael/Southeast San Rafael area was selected and studied as one of 10 “site areas” in the San Francisco Bay region to compete in the Bay Area Challenge Resilient by Design process. Resilient by Design is a sea level rise adaptation design competition. The Bionic Team, design consultants completed an assessment of the San Rafael “site area,” which will be presented to the City Council; File No.: P18-011.

State law (California Environmental Quality Act) requires that this project be reviewed to determine if a study of potential environmental effects is required. It has been determined that this project, which is an information report, will have no physical impact on the environment. The Resilient by Design assessment is classified as a planning and feasibility study, which qualifies for a Statutory Exemption from the provisions of the California Environmental Quality Act Guidelines under 14 CRR Section 15262.

MEETING DATE/TIME/LOCATION: Monday, August 20, 2018, 7:00 p.m. City Council Chambers, 1400 Fifth Ave at D St, San Rafael, CA

FOR MORE INFORMATION: Contact Paul Jensen, Project Planner, Community Development Department at (415) 485-5064 or paul.jensen@cityofsanrafael.org. The Community Development Department office is located in City Hall, 1400 Fifth Avenue, San Rafael, CA 94901. The office is open from 8:30 a.m. to 4:30 p.m. on Monday, Tuesday and Thursday and 8:30 a.m. to 1:30 p.m. on Wednesday and Friday. You can also view the staff report after 5:00 p.m. on the Friday before the meeting at <http://www.cityofsanrafael.org/meetings>

WHAT WILL HAPPEN: You can comment on the presentation. As the presentation is an informational report, no formal action will be taken by the City Council.

IF YOU WANT TO COMMENT: You can send written correspondence by email to the address above, or by mail/hand delivery to the Community Development Department, Planning Division, City of San Rafael, 1400 5th Avenue, San Rafael, CA 94901.

At the above time and place, all written correspondence received will be noted and all interested parties will be heard. If you challenge in court the matter described above, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered at, or prior to, the above referenced public hearing (Government Code Section 65009 (b) (2)).

Judicial review of an administrative decision of the City Council must be filed with the Court not later than the 90th day following the date of the Council's decision. (Code of Civil Procedure Section 1094.6)

Sign Language and interpretation and assistive listening devices may be requested by calling (415) 485-3085 (voice) or (415) 485-3198 (TDD) at least 72 hours in advance. Copies of documents are available in accessible formats upon request.

Public transportation to City Hall is available through Golden Gate Transit, Line 22 or 23. Para-transit is available by calling Whistlestop Wheels at (415) 454-0964.

To allow individuals with environmental illness or multiple chemical sensitivities to attend the meeting, please contact the City Clerk at (415) 485-5064.



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

Prepared by: Bill Guerin, Director

City Manager Approval:

TOPIC: GRAND JURY REPORT ON YELLOW SCHOOL BUS SERVICE FOR TRAFFIC RELIEF

SUBJECT: RESOLUTION APPROVING AND AUTHORIZING THE CITY COUNCIL TO EXECUTE THE CITY OF SAN RAFAEL RESPONSE TO THE 2017-2018 MARIN COUNTY CIVIL GRAND JURY REPORT ENTITLED "YELLOW SCHOOL BUS SERVICE FOR TRAFFIC CONGESTION RELIEF"

RECOMMENDATION: Staff recommends that the City Council adopt the attached resolution approving the proposed response to the Grand Jury report.

BACKGROUND:

The 2017-2018 Marin County Civil Grand Jury has issued its report, dated June 1, 2018 entitled "Yellow School Bus for Traffic Congestion Relief."

The Grand Jury has requested that the governing bodies including Marin County, Transportation Authority of Marin, Marin Transit District, various school districts, and municipalities, including the City of San Rafael, respond to recommendations contained within the report. The City of San Rafael is asked to respond to Recommendations R2, R4, R7, R8 and R10. The Grand Jury's findings and recommendations are set out on page 11 and 12 of the 13-page report (Attachment 1).

ANALYSIS:

The City is required to respond to the Grand Jury Report. Penal Code section 933 states in part:

"No later than 90 days after the Grand Jury submits a final report...the governing body of the public agency shall comment to the presiding Judge of the Superior Court on the findings and recommendations contained in the report."

To comply with this statute, the City's response to the Grand Jury report must be approved by Resolution of the City Council and submitted to the Presiding Judge of the Marin County Superior Court and the Foreperson of the Grand Jury by September 1, 2018. A proposed resolution is attached that would approve the City's response to the Grand Jury (Attachment 2).

The Grand Jury found that:

FOR CITY CLERK ONLY

Council Meeting: 08-20-2018

Disposition: _____

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 2

F1. Traffic congestion is consistently cited as the number one problem in the County and school-related traffic is a significant contributor.

F2. School buses have been shown to reduce traffic congestion.

F3. There are school districts with no bus service and others with varying levels of service. The lack of coordination results in inefficiencies.

F4. Current school bus funding includes bus pass sales and various municipality and county contributions. The municipal and county contributions are temporary and inconsistent.

F5. There is demand to establish and/or expand yellow school bus (YSB) programs in the County.

F6. Securing dedicated YSB bus parking and a maintenance facility is essential for expansion of a countywide YSB program.

F7. The YSB programs in Marin face many challenges, including dependable funding sources, bus drivers and coordinated school bell times.

F8. Marin Transit is the appropriate entity to efficiently manage a coordinated YSB program.

In response, the Grand Jury recommends that the City do the following, and asks for the City's response to these recommendations:

R2. All municipalities should work with Marin Transit to secure ample locations for bus parking and a location for bus maintenance by the end of 2018.

R4. Marin Transit should facilitate negotiations for a financial arrangement across the full group of participants that would distribute any tax revenue lost by a municipality or the County for providing a parking or maintenance facility.

R7. School Districts (with or without existing YSB programs) and municipalities within the urbanized area of the County should join and actively participate in the YSB committee providing guidance to Marin Transit on YSB issues, such as cost allocations, bell times, and routes. The initial meeting should be held by October of 2018.

R8. The YSB committee should work toward the establishment of a coordinated YSB for K-8 program for the urbanized areas of Marin with the goal of beginning the coordinated program by the 2019-2020 school year.

R10. The County and municipalities of the urbanized corridor should make financial support of all YSB programs a part of each years' budgeting process.

Staff agrees with Recommendations R4 – R8. Staff recommends that the City of San Rafael agree to work with Marin Transit and the other group of participants determine a reasonable way to offset tax revenue lost due to a municipality or the County providing a parking and maintenance facility in their jurisdiction. Staff also recommends that San Rafael actively participate in the YSB committee providing guidance to Marin Transit on YSB issues, such as cost allocations, bell times, and routes. Staff also recommends that San Rafael work with the other committee members toward the establishment of a coordinated YSB for K-8 program for the urbanized areas of Marin with the goal of beginning the coordinated program by the 2019-2020 school year.

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 3

Staff partially agrees with Recommendation R2. Staff recommends that San Rafael work with Marin Transit and others to identify a bus parking and maintenance facility, but staff does not believe that the timeframe to acquire the facility by the end of 2018 is a realistic goal.

Staff does not agree with Recommendation R10. Funding for this consolidated Yellow School Bus program must be identified from sources other than the City of San Rafael. Should funding become available through other sources that San Rafael has influence over, the City indicates that it will make financial support of all YSB programs a part of each years' budgeting process.

The proposed resolution with attached response incorporates these responses.

FISCAL IMPACT: There is no fiscal impact associated with this item.

OPTIONS:

The City Council has the following options to consider relating to this item:

1. Adopt the resolution as presented. The Grand Jury response would be submitted as presented.
2. Adopt the resolution with modifications. The City Council may make changes to the resolution and corresponding Grand Jury response during the City Council meeting.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution approving the proposed response to the Grand Jury report.

ATTACHMENTS:

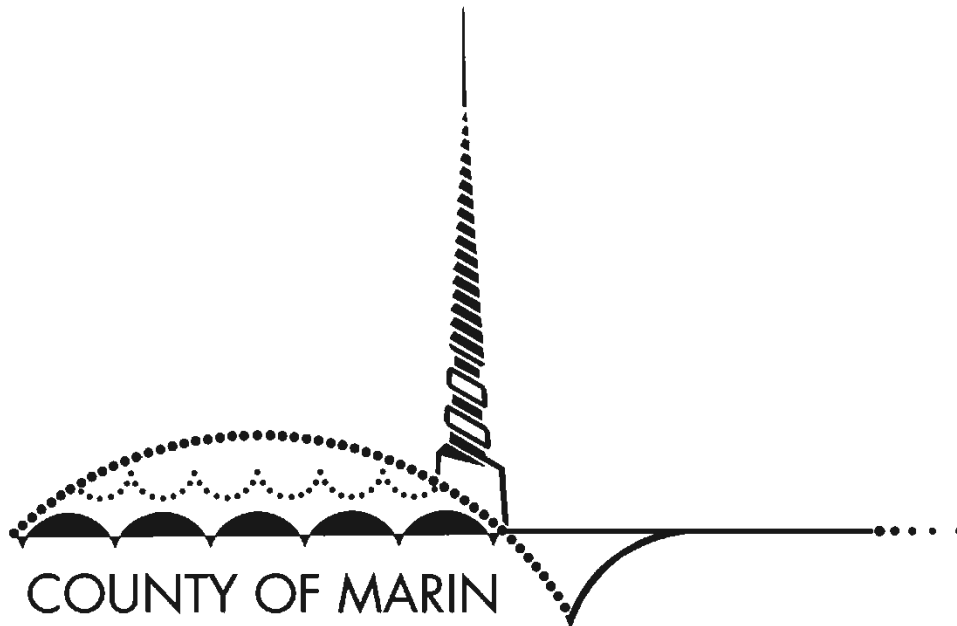
1. Grand Jury report entitled "Yellow School Bus for Traffic Congestion Relief"
2. Resolution
3. Exhibit to resolution: Response to Grand Jury Report

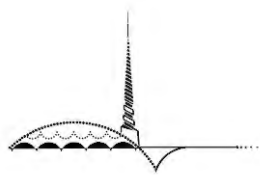
2017-2018 MARIN COUNTY CIVIL GRAND JURY

Yellow School Bus for Traffic Congestion Relief

Report Date: June 1, 2018

Public Release Date: June 8, 2018





Yellow School Bus for Traffic Congestion Relief

SUMMARY

Traffic congestion is consistently cited as the number one problem in Marin County and school-related traffic is a significant contributor. In the past, schools had the resources to provide bus service to a high proportion of their students. With the funding limitations imposed by Proposition 13, along with other funding constraints, most school districts are not able to afford school bus programs.

Marin Transit, the Transportation Authority of Marin (TAM) and the Marin County Office of Education (MCOE) produced the Coordinated County Student Transportation Study¹ in December 2015. The focus of the study was to identify options to relieve roadway congestion, encourage healthy ways to get to school and improve the coordination of resources dedicated to providing school transportation. The study found significant opportunity for school buses but no feasible method of funding.

A district-by-district approach to Yellow School Bus (YSB) programs has been undertaken for traffic relief. These programs were initiated, funded, and managed in different ways. Existing YSB programs in Marin lack the coordination and consistent funding that could maximize efficiency. There are some school districts with no YSB service. Other school districts have limited service, while still others have comprehensive programs. This lack of coordination exists because no organization has the authority to coordinate and manage a YSB program.

Mill Valley and Tiburon/Belvedere began YSB programs for students in kindergarten through 8th grade (K-8), with the County and those municipalities contributing funds to reduce the cost of bus passes. These are two examples where cooperation and collaboration between the cities/County and school districts have created YSB programs that are popular with school families and have been documented to be effective in reducing traffic during morning and mid-afternoon commute times.

School districts, transportation agencies, and municipalities should develop a cost-efficient, coordinated YSB program serving more K-8 schools. Marin Transit is well positioned to manage such a program. They have the expertise to negotiate contracts and manage operations resulting in economies of scale and a more efficiently run program. Under this proposed YSB program, the management would be overseen by a committee representing Marin County, participating municipalities, the MCOE and those school districts that choose to participate.

A YSB parking and maintenance facility is essential for this program to be fully realized. The County and municipalities should place a high priority on supporting Marin Transit in their efforts to locate and acquire a suitable facility.

¹ [“Coordinated County Student Transportation Study.”](#) Marin Transit, Transportation Authority of Marin & Marin County Office of Education. Dec. 2015.

BACKGROUND

When Marin residents are asked about the most pressing problems in the county, traffic congestion is routinely at the top.² What, if anything, can be done?

The option of increasing road capacity is limited. Most of the problem areas are bounded on all sides by natural barriers or prohibitively expensive private property and cannot be physically widened. Moreover, studies show that increasing road capacity does not decrease congestion significantly because added traffic fills up the extra space.³

Intelligent management of traffic signals is another option. Unfortunately, optimizing traffic signals for one direction may result in reducing flow in the competing direction. For this reason, signal optimization is always a compromise. Traffic engineers are trying various strategies, but the improvements in traffic flow realizable by signal management are constrained by the practical necessity of keeping traffic moving.

Changing work and school starting times has been studied and showed some promise. However, adjusting work hours by enough to make a significant impact on traffic would likely not be acceptable to most workers — or their employers. The same situation applies to school hours. These have been adjusted to some extent, with some school districts staggering starting times. Although this is helpful, the problem of too many cars on Marin's finite road capacity remains.

Carpooling has been encouraged for years through dedicated lanes, free or reduced tolls, and employer incentives. Some students get from home to school via carpool, and there is probably some room for improvement. However, due to differences in individual schedules and routines, it is difficult to increase carpool use much beyond what it is now. Short of a breakthrough technology or some unforeseeable change in driving habits, there is only one way to reduce congestion significantly: remove cars from the road.

The only practical, achievable way to remove cars from the road is mass transportation.⁴ However, most drivers appear to prefer the convenience of independent transport to using mass transport. The picture is brighter in the case of school transportation. If school buses were more widely available and used, it could make a significant, positive impact on congestion. This has already been demonstrated in Marin in the case of Tiburon.⁵ Increasing school bus usage seems to be our best chance at reducing school-associated traffic congestion.

² Prado, Mark. "[Marin poll cites Highway 101 clot as top commuter concern.](#)" *Marin Independent Journal*. 12 June 2017.

³ Duranton, Gilles and Turner, Matthew. "[The Fundamental Law of Road Congestion: Evidence from the US.](#)" *American Economic Review*. Vol. 101, No. 6, Oct. 2011, pp. 2616-52.

⁴ Anderson, Michael L. "[Subways, Strikes, and Slowdowns: The Impacts of Public Transit on Highway Congestion.](#)" *American Economic Review*. 2014. Vol. 104, No. 9, pp. 2763–2796.

⁵ Krawitt, Carl. "[Tiburon peninsula school buses are worth the investment.](#)" *Marin Independent Journal*. 18 July 2016.

APPROACH / METHODOLOGY

Research for this project included:

- Review of school bus programs and funding sources in Marin and other counties.
- Review of government support for school buses.
- Review of traffic congestion patterns affecting the County.
- Review of several school bus Joint Powers Authorities (JPAs).
- Interviews with various entities associated with traffic and transportation, municipalities and school districts.

DISCUSSION

History

"I had to walk a mile in the rain and snow to get to school" goes the old saying.

Walking to school was pretty much the way it was until the first school bus was built in 1927. The body was built to fit over the wooden frame of a Model T Ford. In 1939, Frank W. Cyr, professor emeritus of rural education at Teachers College, Columbia University, organized a conference at the school. He gathered transportation officials from all 48 states and specialists from school bus manufacturing firms to establish the first national school bus construction standards. It was also decided that the color yellow would represent school buses. Because of his leadership in the program, Mr. Cyr became known as the "Father of the Yellow School Bus."⁶

The 76-passenger, heavy-duty Crown Supercoach⁷ had the highest capacity at the time and fit the needs of California school districts that operated in terrain requiring tough vehicles. These yellow school buses were also a good fit for the hills and valleys of central and southern Marin, where narrow, winding streets made it difficult for students to walk to school safely.

Initially, the federal government provided funding for the yellow bus programs. This was especially helpful in Marin where the population was growing and citizens were coping with post-Depression economic hardships and World War II gas rationing. School buses were the norm until the 1978 passage of Proposition 13, which rolled back property taxes and capped annual tax increases. As funding dried up and many yellow school bus programs were cut back, parents were compelled to drive their children to school. From 2000 through 2015, there was a further decline in funding, and thus in service, because of the state's Local Control Funding Formula and frozen funding levels. No longer was there a stream of funding dedicated to student transportation; many districts felt newly unrestricted funds could be better used on academic or enrichment programs. Consequently, several school districts in Marin dropped their yellow bus program entirely. Major developments in the history of California's home to school transportation (HTST) programs are summarized in the table below.

⁶ "[Frank W. Cyr, 95, 'Father of the Yellow School Bus'.](#)" *Columbia University Record*, Vol. 21, No.1, 8 Sept. 1995.

⁷ Valentine, J. H. "[Crown Coach: California's Specialty Builder.](#)" *Tripod.com*.

Major Developments in the History of the HTST Program⁸

1947–48	<p>State Creates HTST Program.</p> <ul style="list-style-type: none"> Reimburses transportation costs on a sliding scale, covering between 50 percent and 90 percent of costs beyond certain spending thresholds. Provides additional funding for districts with lower property tax values.
1951–52	<p>State Creates a Special Education Transportation Program.</p> <ul style="list-style-type: none"> Reimburses 100 percent of associated costs (up to a maximum amount per pupil) for transporting students with severe disabilities.
1981–82	<p>State Revises HTST Formula (Part of State’s Larger Response to Passage of Proposition 13).</p> <ul style="list-style-type: none"> Freezes funding allocations at prior-year levels. For future years, only mechanism to increase HTST allocations is through cost-of-living adjustments given to all districts. Introduces practice of making permanent, dollar-for-dollar reductions in the HTST allocation of a district failing to spend its entire allocation in a given year.
1984–85	<p>State Consolidates General HTST and Special Education Transportation Funding.</p> <ul style="list-style-type: none"> Freezes combined allocation at 1983–84 levels.
1992–93	<p>State Establishes New HTST Spending Requirement for Students With Severe Disabilities.</p> <ul style="list-style-type: none"> Requires districts to split HTST allocation into two pots, one for special education transportation (students with severe disabilities) and one for all other students, each with separate spending requirements. Freezes split at 1992–93 levels.
2008–09	<p>State Makes Various Changes in Response to Budget Shortfall.</p> <ul style="list-style-type: none"> Funding for HTST (and many other categorical programs) reduced by 20 percent. Continues requiring the HTST allocation to be spent on transportation, but waives requirements for many other categorical programs.
2011–12	<p>State Eliminates, Then Restores HTST Program.</p> <ul style="list-style-type: none"> Eliminates HTST funding when state revenues fall below projections, pursuant to “trigger cuts” included in the 2011–12 budget package. Subsequently rescinds cuts to HTST program.
2013–14	<p>State Establishes New Funding System for Schools.</p> <ul style="list-style-type: none"> Retains HTST program as a separate funding stream, freezes allocations at 2012–13 levels. Eliminates separate HTST spending requirements for general and special education transportation. Directs LAO to review HTST program and make recommendations to address historical inequities.

⁸ HTST = Home-to-School Transportation.

Traffic decreased as a result of job losses during the tech and mortgage economic downturns from 2000–2010. With the recent economic recovery and resulting job growth within the County, a tremendous influx of traffic began in Marin, clogging the freeways and side streets and making it difficult for commuters and parents transporting students. According to a survey conducted by TAM, Marin County is in an economic growth pattern that is expected to continue.

⁸ [“Review of School Transportation in California.”](#) Legislative Analyst’s Office, Table 6, 25 Feb. 2014.

The County experienced a job growth rate of 6.5% with 13,500 additional jobs created, while housing only increased 2.7% between 2010 and 2015.⁹ Marin's population and housing has increased very little in that time. The continued disparity between job and housing growth contributes to traffic congestion as out-of-county workers fill local jobs.

The growing traffic problem in Marin prompted a study addressing the transport of school children and its impact on local traffic.

Coordinated Countywide Student Transportation Study

Marin Transit, in partnership with the MCOE and TAM, conducted a study published in December of 2015 addressing the existing home-to-school transportation programs in the urbanized areas of Marin County and making suggestions for future improvement and expansion. The resulting report was guided by multiple stakeholders who formed the Technical Advisory Committee, composed of representatives from Marin Transit, TAM, MCOE, Caltrans, Marin cities and towns, Marin County, Marin County school districts located in the urbanized Highway 101 corridor, and the Marin Pupil Transportation JPA.

The study revealed that approximately half of the estimated 40,000 K-12 students travel by car to and from school during peak-hour traffic.

The report had three main goals: increasing access to schools; encouraging healthy options for getting to school (walking and biking); and traffic congestion relief. At the time of the study it was estimated that 21%-27% of the morning commute traffic involved parents taking their children to school. The study states:

As traffic and enrollment growth in Marin County has increased in recent years and roadway capacity has remained largely unchanged, the partner agencies recognized the relationship between peak hour traffic congestion and student access to school. While this concern is common across many regions, the problem is particularly acute in Marin County due to the transportation challenges presented by the geography, topography, and demographics of the region. Identifying innovative ways to address both congestion and access were the core goals of the study.¹⁰

The study focused on three modes for achieving the above-stated goals:

1. Supporting the widely-used Safe Routes to School (SR2S) program;
2. Increasing the use of supplemental transit (regular public transport that is adapted for school needs) for older students;
3. Expanding yellow school bus (YSB) programs, especially for younger students.

⁹ "[GETTING AROUND MARIN DRAFT REPORT](#)." 2017 STRATEGIC VISION PLAN, *Transportation Authority of Marin*, pg. 22, 26 July 2017 (cited 10 April 2010).

¹⁰ "[Coordinated Countywide Student Transportation Study](#)." *Marin Transit, Transportation Authority of Marin & Marin County Office of Education*. Dec. 2015, pp. 5-6.

The SR2S program, launched in Marin County and Arlington, MA and expanded nationwide, encourages walking and biking to school. Supplemental transit uses existing public transit routes for home-to-school travel by coordinating schedules to match school bell times.

At the time of the study, there were 59 public schools in 14 districts within or adjacent to urban areas of Marin. Seven schools in multiple districts in West Marin were not a part of the study. Five school districts (San Rafael, Dixie, Lagunitas, Reed Union, and Tamalpais Union) had yellow school bus programs. The Ross Valley Schools had a pre-existing program under the auspices of the Marin Transit District rather than the school district. Mill Valley added a pilot program after the completion of the study.

The existing YSB programs are providing significant and measurable traffic congestion relief.¹¹ Management of the programs varies. Some districts provide their own management but contract for the buses and drivers. Some are managed by Marin Transit, which also contracts for the actual buses and drivers. Two districts own their own buses. Funding also varies with a mixture of bus passes, city and county contributions, district funding, legacy state funding, and the 2004 transportation Measure A funds via a half-cent sales tax.

The study delineated areas around schools where walking and biking were appropriate. Areas farther away or with no safe routes for self-propelled transit were also identified. Based on this analysis, schools were grouped by their projected demand — high, medium, and low — for increased service from supplemental transit or yellow school buses.

The report explored current and future operating and capital costs in-depth and concluded that new funding would be needed to expand beyond existing programs. Essential capital investments include purchase of buses and acquiring an area for bus parking and maintenance facilities within the County.

All three modes of home-to-school transportation that were studied greatly increase the number of “green trips” and get many children out of single family cars. However, the study concluded that expanding the yellow school bus program offers the greatest chance for traffic congestion relief. “A comprehensive countywide busing program is estimated to attract nearly 5,000 additional students and to increase countywide bus usage by students from the current 13% to just over 30% of all trips.”¹² In conceiving this yellow school bus program, the report states:

This service model would be used to serve all students K-8 in Marin County. Similar to current practices, this service is envisioned to operate in one of two ways: contracted or in-house. Current in-house operations would be encouraged to continue operations and school districts that do not have this service could participate in a countywide contracted service with Marin Transit or a new entity.¹³

¹¹ [“Traffic Task Force Subcommittee Meeting.”](#) *City of Mill Valley, News* 2015.

¹² [“Coordinated Countywide Student Transportation Study.”](#) *Marin Transit, Transportation Authority of Marin & Marin County Office of Education*. Dec. 2015, pg. 51.

¹³ [Ibid](#) pg. 40

Recommended actions for yellow bus service do not necessarily call for a consolidation of providers but rather a coordinated plan for focusing resources and supporting school districts that wish to offer busing services. Aside from the actual service delivery, the study proposed a countywide data management system, a user-friendly transportation website and bus pass sales tools, and an equitable cost-sharing agreement that encourages efficiencies and cost savings.¹⁴

The study committee's number one recommendation is to:

“Develop a forum to identify and develop an appropriate organizational structure, a detailed financial plan, cost-sharing options, and a timeline for the expanded Yellow Bus service.”¹⁵

The report frequently states that an expanded yellow bus program must be managed by a lead agency with formalized input from stakeholders.

The full report can be found at “[Coordinated Countywide Student Transportation Study](#).”

While the 2015 study looked at three “green” and congestion-reducing options for home-to-school transit (SR2S, Supplemental Transit, Yellow School Buses), the Grand Jury has chosen to focus on yellow school buses for K-8 since they will have the greatest impact on traffic congestion relief. As the YSB program expands, Marin Transit may find ways to improve the supplemental transit for older students.

ISSUES AND CHALLENGES

The yellow bus programs in Marin face many problems, including secured bus parking locations, dependable funding sources, and coordinated school bell times.

Parking and Maintenance Facility

Most existing YSB services in Marin are contracted through transportation companies based outside the County — no in-county companies exist. The lack of an in-county bus parking area and maintenance facility significantly impacts the cost and quality of bus service. The additional expenses of fuel and driver hours traveling to and from remote parking areas are passed on as increased fees. Pollution and congestion created by buses traveling the extra distance is also increased.

According to the transit officials interviewed, YSB companies are increasingly unwilling to expand service in Marin because of the lack of bus parking and maintenance facilities. Securing a parking and maintenance facility is essential for YSB expansion.

One major obstacle to securing a property for parking and maintenance appears to be local government's reluctance to allow a use that would result in the property being exempt from property tax. The Federal Transit Administration grant cannot be used to support yellow school

¹⁴ [Ibid](#) pg. 42

¹⁵ [Ibid](#) pg. 48

bus parking or maintenance; however, Marin Transit is budgeting reserved local funds for a site to park yellow buses. A dedicated parking and maintenance facility for school buses would not generate property tax revenue. A pre-existing, unused parking area would be a good option that would not involve foregoing of potential tax revenue of new building sites.

Marin Transit has obtained funding and is actively searching for a light industrial property of at least five acres. All interviewees expressed this issue as a pivotal challenge to advancing YSB programs.

Drivers

Yellow school bus drivers require special state certifications, background clearances, and ongoing training. In most cases, drivers need to commute into and out of Marin for only a few hours of work and this, along with special certification and training requirements, contributes to driver attrition. Recruiting and retaining drivers is a major problem. Efforts should be made to find creative solutions.

Funding

School districts that no longer receive state HTST funding find outside funds from cities/towns and the County with the majority paid by bus pass fees. Some of the current YSB programs receive limited funds from their towns; the County has also contributed when unincorporated areas are a part of a district. Cities, towns and the County, which all run on annual budgets, will not commit to allocating ongoing funds for YSB. Annual budgets can fluctuate depending on the economy and property tax revenue. Therefore, YSB funding from county and municipalities are temporary and inconsistent. Many school districts are no longer in the transportation business and do not consider it an educational priority.

Bell Times

Coordinating school bell times to maximize bus utilization is important to a well-functioning YSB program. The MCOE has worked with Marin Transit and school districts when developing schedules. Using buses for more than one route each morning and afternoon can significantly reduce costs.

CONCLUSIONS

Existing YSB programs in Marin lack coordination and consistent funding resulting in inefficiencies. There are school districts with no YSB service. Other school districts have limited service while still others have comprehensive programs. Funding sources vary between districts as well. The Grand Jury concludes that school districts, transportation agencies, and municipalities should develop a cost-efficient, coordinated YSB program serving more K-8 schools.

YSB Programs Managed by Marin Transit 2017/18

School District	Mill Valley	Reed Union	Ross Valley
Oversight by	City, Mill Valley School District	Tiburon Peninsula Traffic Relief, JPA*	Marin Transit
Direct Funding Sources**	A, B, C, F	A, B, C, F	B 2%, C 18%, D 24%, F 56%
Marin Transit Provides	<ul style="list-style-type: none"> ✓ Route planning ✓ Website development ✓ Pass sales ✓ Customer service ✓ Daily bus monitoring via GPS technology 	<ul style="list-style-type: none"> ✓ Route planning ✓ Real-time communications with "Find My Bus" App ✓ Daily bus monitoring via GPS technology 	<ul style="list-style-type: none"> ✓ Route planning ✓ Contract ownership ✓ Website development ✓ Pass sales and production ✓ Customer service ✓ Daily bus monitoring via GPS technology
Annual Pass ONE WAY	\$350 (\$375 in mid-June)	\$295	\$375
Annual Pass ROUND TRIP	\$625 (\$675 in mid-June)	\$590	\$750
Schools Serviced	3	4	3
Buses	2 Michael's Buses District Contract	7 First Student Buses JPA Contract	6 Michael's Buses Marin Transit Contract
# Routes	2 morning, 2 afternoon	12 morning, 12 afternoon	10 morning, 9 afternoon
Fare payment link	transit.mvschools.org/faq	buschallenge.org	store.marintransit.org/?q=faq

*Also known as the Yellow Bus Challenge

**Funding sources for YSB programs: A - School District Revenue, B - Municipality Assistance, C - County (General Fund) Assistance, D - Marin Transit, E - California Assistance, F - YSB Pass Sales

YSB Programs NOT Managed by Marin Transit 2017/18

School District	San Rafael Elementary	Dixie
Oversight by	School District	School District
Direct Funding Sources*	A, E, F	A, E, F
Marin Transit Provides	<ul style="list-style-type: none"> ✓ Supplemental ✓ Procurement Support for YSB Contract 	<ul style="list-style-type: none"> ✓ Supplemental
Annual Pass ONE WAY	n/a	\$225
Annual Pass ROUND TRIP	\$420 (1st Child) or \$220 per Semester	\$399
Schools Serviced	9 K-8 in District	4
Buses	12 by First Student Contract	District Owned
# Routes	30 morning, 32 afternoon	10 morning, 10 afternoon

*Funding sources for YSB programs: A - School District Revenue, B - Municipality Assistance, C - County (General Fund) Assistance, D - Marin Transit, E - California Assistance, F - YSB pass sales

A coordinated YSB program for K-8 students clearly has benefits for Marin County residents. Most significantly, traffic congestion at peak times would be reduced. Parents would be relieved of school pickup and dropoff, which often requires workarounds for jobs and other responsibilities.

The major argument against buses has always been cost and the fear of those costs crowding out important school programs. However, the growing demand for bus service is demonstrated by the fact that several districts have taken up the challenge of starting their own programs in their areas without compromising education funds. In addition, there are families who are on a bus-pass waiting list for existing YSB service.

The case-by-case approach to a YSB program has been undertaken by various districts for similar reasons but were initiated, funded, and managed in different ways because no organization had the authority to create and manage a YSB program. The Grand Jury strongly believes that Marin Transit is well-positioned to take on that role. They have the expertise to negotiate, manage, and use economies of scale to run the program efficiently. Under this proposed YSB program, the management would be overseen by a committee representing the County, MCOE, municipalities, and local school districts that choose to participate.

A coordinated YSB program managed by Marin Transit could also help to acquire a bus parking and maintenance facility which would not only decrease operating costs but is necessary to expand service. Acquiring a local facility could have additional benefits such as installing solar panels in partnership with MCE (formerly Marin Clean Energy). This would increase the potential for acquiring and trading for electric buses contributing to the County's goal of sustainability.

The first step in initiating the YSB program is to create and empower a committee whose members would include a representative from Marin County and each school district and municipality that is involved in the program. The YSB Committee would be chaired by the Marin Transit representative in charge of the YSB Program. Any new district that opts into the program would attain a seat on the committee, so all stakeholders would be represented.

To initiate the program, and not be sidelined by the cost issue, the YSB Committee should identify the areas that will have the most impact on traffic relief. Marin Transit would determine costs per district based upon criteria agreed to by the committee, such as distances, number of buses needed, estimated ridership, etc. Those costs can be offset by any contributions made by the respective jurisdictions. As happens now, any difference would be paid for by bus passes. Over time, bus pass prices per student will likely be reduced due to:

- Increased usage.
- Efficiency of a centralized program.
- Increased transportation funds.
- Re-allocation of transit funds to YSB from less efficient routes.

The main functions to be managed by Marin Transit, with the input from YSB Committee members, should include the following:

- **Route planning:** Ensure the most efficient use of buses and routes to maximize traffic reduction, use of buses, and customer (student/parent) satisfaction. This may include evaluation and adjustments of existing public transit routes to enhance the YSB program.
- **Contract management:** Vendor selection and contract negotiations and/or purchase or lease of buses and labor negotiations with drivers if applicable.
- **Facility and maintenance planning:** Prioritize efforts to locate and purchase a site for bus parking and maintenance and encourage the stakeholders to help with this process.
- **Financial management:** Determine costs and fees to the districts, billing and collection of bus pass fares.
- **Communication:** Create and manage online systems to provide real-time information to parents, operators and school districts.

FINDINGS

- F1. Traffic congestion is consistently cited as the number one problem in the county and school-related traffic is a significant contributor.
- F2. School buses have been shown to reduce traffic congestion.
- F3. There are school districts with no bus service and others with varying levels of service. The lack of coordination results in inefficiencies.
- F4. Current school bus funding includes bus pass sales and various municipality and county contributions. The municipal and county contributions are temporary and inconsistent.
- F5. There is demand to establish and/or expand YSB programs in the County.
- F6. Securing dedicated YSB bus parking and a maintenance facility is essential for expansion of a countywide YSB program.
- F7. The YSB programs in Marin face many challenges, including dependable funding sources, bus drivers and coordinated school bell times.
- F8. Marin Transit is the appropriate entity to efficiently manage a coordinated YSB program.

RECOMMENDATIONS

In order to establish a coordinated YSB program to relieve associated traffic congestion the grand jury recommends the following:

- R1. The Marin County Board of Supervisors should work with Marin Transit to secure ample locations for bus parking and a location for bus maintenance by the end of 2018.
- R2. All municipalities should work with Marin Transit to secure ample locations for bus parking and a location for bus maintenance by the end of 2018.
- R3. Marin Transit should produce and make public a list of possible sites for bus parking and maintenance and the barriers to purchasing and utilizing each site by October 2018.
- R4. Marin Transit should facilitate negotiations for a financial arrangement across the full group of participants that would distribute any tax revenue lost by a municipality or the County for providing a parking or maintenance facility.
- R5. The Marin County Board of Supervisors should direct Marin Transit to establish a new standing YSB committee by September 2018.
- R6. Marin Transit should establish a new standing YSB committee that would provide guidance on YSB issues to include representatives from the County, Marin County Office of Education, and each school district and municipality in the urbanized areas of Marin. The initial meeting should be held by October of 2018.
- R7. School districts (with or without existing YSB programs) and municipalities within the urbanized area of the County should join and actively participate in the YSB committee providing guidance to Marin Transit on YSB issues, such as cost allocations, bell times and routes. The initial meeting should be held by October of 2018.
- R8. The YSB committee should work toward the establishment of a coordinated YSB for K-8 program for the urbanized areas of Marin with the goal of beginning the coordinated program by the 2019-2020 school year.
- R9. Marin Transit should manage the development and operations of the coordinated YSB program beginning immediately, with the goal of initiating operations by the 2019-2020 school year.
- R10. The County and municipalities of the urbanized corridor should make financial support of all YSB programs a part of each year's budgeting process.

REQUEST FOR RESPONSES

Pursuant to Penal code section 933.05, the grand jury requests responses as follows:

From the following governing bodies:

- County of Marin (R1, R4, R5, R8, R10)
- Marin Transit District (R3, R4, R6, R8, R9)
- Transit Authority of Marin (R8)
- Dixie School District (R7, R8)
- Kentfield School District (R7, R8)
- Lagunitas School District (R7, R8)
- Larkspur - Corte Madera School District (R7, R8)
- Mill Valley School District (R7, R8)
- Reed Union School District (R7, R8)
- Ross School District (R7, R8)
- Ross Valley School District (R7, R8)
- San Rafael Elementary School District (R7, R8)
- Sausalito-Marín City School District (R7, R8)
- Novato Unified School District (R7, R8)
- City of Belvedere (R2, R4, R7, R8, R10)
- Town of Corte Madera (R2, R4, R7, R8, R10)
- Town of Fairfax (R2, R4, R7, R8, R10)
- City of Larkspur (R2, R4, R7, R8, R10)
- City of Mill Valley (R2, R4, R7, R8, R10)
- City of Novato (R2, R4, R7, R8, R10)
- Town of Ross (R2, R4, R7, R8, R10)
- Town of San Anselmo (R2, R4, R7, R8, R10)
- City of San Rafael (R2, R4, R7, R8, R10)
- City of Sausalito (R2, R4, R7, R8, R10)
- Town of Tiburon (R2, R4, R7, R8, R10)

The governing bodies indicated above should be aware that the comment or response of the governing body must be conducted in accordance with Penal Code section 933 (c) and subject to the notice, agenda and open meeting requirements of the Brown Act.

From the following individual:

- Marin County Superintendent of Schools (R8)

Note: At the time this report was prepared information was available at the websites listed.

Reports issued by the Civil Grand Jury do not identify individuals interviewed. Penal Code Section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Civil Grand Jury. The California State Legislature has stated that it intends the provisions of Penal Code Section 929 prohibiting disclosure of witness identities to encourage full candor in testimony in Grand Jury investigations by protecting the privacy and confidentiality of those who participate in any Civil Grand Jury investigation.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE CITY'S RESPONSE TO THE JUNE 1, 2018 MARIN COUNTY GRAND JURY REPORT ENTITLED "YELLOW SCHOOL BUS FOR TRAFFIC CONGESTION RELIEF"

WHEREAS, pursuant to Penal Code section 933, a public agency which receives a Grand Jury Report addressing aspects of the public agency's operations must, within ninety (90) days, provide a written response to the Presiding Judge of the Superior Court with a copy to the Foreperson of the Grand Jury, responding to the Report's findings and recommendations; and

WHEREAS, Penal Code section 933 specifically requires that the "governing body" of the public agency provide said response and, in order to lawfully comply, the governing body must consider and adopt the response at a noticed public meeting pursuant to the Brown Act; and

WHEREAS, the City Council of the City of San Rafael has received and reviewed the Marin County Grand Jury Report, dated June 1, 2018, entitled "Yellow School Bus For Traffic Congestion Relief", and has agendized it at this meeting for a response.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Rafael hereby:

1. Approves and authorizes the Mayor to execute the City's response to the Marin County Grand Jury's June 1, 2018 report, entitled "Yellow School Bus For Traffic Congestion Relief", copy of which response is attached hereto and incorporated herein by reference.

2. Directs the City Clerk to forward the City's response forthwith to the Presiding Judge of the Marin County Superior Court and to the Foreperson of the Marin County Grand Jury.

I, Lindsay Lara, Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the San Rafael City Council held on the 20th day of August 2018, by the following vote to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk



August 21, 2018

The Honorable Paul M. Haakenson
Presiding Judge
Marin County Superior Court

Mr. Pat Randolph
2018-19 Foreperson,
Marin County Civil Grand Jury

P.O. Box 4988
San Rafael, CA 94913

Re: City of San Rafael response to "Yellow School Bus for Traffic Congestion Relief"
Marin County Civil Grand Jury report dated June 1, 2018

Dear Judge Haakenson and Foreperson Randolph:

At the regular City Council meeting on August 20, 2018, The City Council reviewed the report "Yellow School Bus for Traffic Congestion Relief" and responded to recommendations R2, R4, R7, R8, and R10 as requested. The response is attached.

Should the members of the Grand Jury require additional information, please contact Jim Schutz, City Manager at 415 485-3070.

Sincerely,

Gary Phillips
Mayor

CITY OF SAN RAFAEL RESPONSE TO GRAND JURY REPORT FINDINGS AND RECOMMENDATIONS

REPORT TITLE: Yellow School Bus for Traffic Congestion Relief

REPORT DATE: June 1, 2018

PUBLIC RELEASE DATE: June 8, 2018

RESPONSE BY: Mayor Gary Phillips and City of San Rafael

GRAND JURY FINDINGS

F1. Traffic congestion is consistently cited as the number one problem in the County and school-related traffic is a significant contributor.

F2. School buses have been shown to reduce traffic congestion.

F3. There are school districts with no bus service and others with varying levels of service. The lack of coordination results in inefficiencies.

F4. Current school bus funding includes bus pass sales and various municipality and county contributions. The municipal and county contributions are temporary and inconsistent.

F5. There is demand to establish and/or expand YSB programs in the County.

F6. Securing dedicated YSB bus parking and a maintenance facility is essential for expansion of a countywide YSB program.

F7. The YSB programs in Marin face many challenges, including dependable funding sources, bus drivers and coordinated school bell times.

F8. Marin Transit is the appropriate entity to efficiently manage a coordinated YSB program.

Response to Findings

- We agree with Findings F1, F2, F4, F5, F6, F7
- We partially disagree with Findings F3 and F8

F3 Explanation: While we agree that there are school districts with no bus service and others with varying levels of service, the lack of coordination does not always result in inefficiencies. Some school districts may operate independently and very efficiently without coordination with other districts. Therefore, the finding should be that the lack of coordination may result in inefficiencies.

F8 Explanation: Marin Transit is one potential entity to manage a coordinated yellow school bus program for the County. However, there are other models for governance and management of a

coordinated program. An example might include a multi-agency Joint Powers Authority (JPA). In fact, Marin County already has a JPA to coordinate special needs yellow school bus service that nearly all Districts participate in. Marin Transit currently serves as a manager of home to school yellow school bus programs and will continue in that role in the near term. In the meantime, a countywide program may evolve into another structure. Therefore, the finding should be that Marin Transit is an appropriate entity to efficiently manage a coordinated YSB program.

GRAND JURY RECOMMENDATIONS

The Grand Jury requested that the City of San Rafael respond to the following recommendations:

R2. All municipalities should work with Marin Transit to secure ample locations for bus parking and a location for bus maintenance by the end of 2018

R4. Marin Transit should facilitate negotiations for a financial arrangement across the full group of participants that would distribute any tax revenue lost by a municipality or the County for providing a parking or maintenance facility.

R7. School Districts (with or without existing YSB programs) and municipalities within the urbanized area of the County should join and actively participate in the YSB committee providing guidance to Marin Transit on YSB issues, such as cost allocations, bell times, and routes. The initial meeting should be held by October of 2018

R8. The YSB committee should work toward the establishment of a coordinated YSB for K-8 program for the urbanized areas of Marin with the goal of beginning the coordinated program by the 2019-2020 school year.

R10. The County and municipalities of the urbanized corridor should make financial support of all YSB programs a part of each years' budgeting process.

Response to Recommendations

- We agree with Recommendations R4, R7, and R8 and will implement them (see below)
- We disagree with Recommendation R2 in part, and will implement it as appropriate (see below)
- Recommendation R10 will not be implemented at this time (see below)

Overview

The City of San Rafael supports the overall direction of the Grand Jury's recommendations to create coordinated YSB in Marin County. The City believes there are two issues that must be resolved before a coordinated program will be successful. The first is securing reliable, ongoing funding for operations and a funding source for capital purchases such as a parking and maintenance location and potentially for bus purchases. The second and related issue is securing a site for a permanent or long-term parking

with the potential to perform some or all vehicle maintenance. These needs must be considered as a part of the responses to the specific recommendations below.

Responses to Individual Recommendations

R2. The City disagrees with the timeframe of this recommendation. When Marin Transit identifies parcels that might serve the purpose of bus parking and maintenance, the City of San Rafael will work with Marin Transit to secure those facilities. However, light industrial land is in high demand and the availability of large parcels for this purpose are rare and expensive. It may not be reasonable to assume that a parcel either within the City of San Rafael, or in the larger County will be identified and secured in 2018.

R4. The City agrees with this recommendation. The City of San Rafael will participate to determine an equitable cost sharing arrangement for taxes lost due to the acquisition of a new bus parking and maintenance facility within the County.

R7. The City agrees with this recommendation. The City of San Rafael will actively participate in the YSB committee providing guidance to Marin Transit on YSB issues, such as cost allocations, bell times, and routes.

R8. The City agrees with this recommendation. The City of San Rafael will actively participate in the YSB committee in order to work toward the establishment of a coordinated YSB for K-8 program for the urbanized areas of Marin with the goal of beginning the coordinated program by the 2019-2020 school year.

R10. The City will not implement this recommendation at this time. The City of San Rafael does not have a source of funds available to support YBS in the urbanized corridor of Marin County. Should funding become available through other sources that San Rafael has influence over, the City will make financial support of all YSB programs a part of each years' budgeting process.

Date: _____

Signed: _____

Gary O. Phillips, Mayor

Attest: _____

Lindsay Lara, City Clerk

Number of Pages Attached: 0



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Human Resources

Prepared by: Stacey Peterson, HR Director

City Manager Approval:

TOPIC: SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SAN RAFAEL AND SAN RAFAEL POLICE ASSOCIATION

SUBJECT: DISCUSSION AND CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING PERTAINING TO COMPENSATION AND WORKING CONDITIONS FOR SAN RAFAEL POLICE ASSOCIATION (JULY 1, 2018 THROUGH JUNE 30, 2020)

RECOMMENDATION:

Direct staff to return with a Resolution seeking approval of a successor Memorandum of Understanding between the City of San Rafael and San Rafael Police Association.

BACKGROUND:

The San Rafael Police Association (“SRPA”) represents 84 full-time equivalent positions in the San Rafael Police Department, including safety and non-safety classifications. The most recent Memorandum of Understanding (“MOU”) for SRPA expired on June 30, 2018. Over the past several months, representatives of the City and SRPA have met in good faith and worked diligently to negotiate the terms of a successor MOU. The City and SRPA reached a tentative agreement on August 9, 2018, for a two-year successor MOU and SRPA membership will have completed their ratification vote by the August 20 Council meeting.

ANALYSIS:

The following are the highlights that reflect the terms and significant economic items included in the tentative agreement between the City and SRPA. In addition to the economic items, some operational items were also addressed in the successor MOU.

1. **Term of the Agreement:** July 1, 2018 through June 30, 2020
2. **Salary Increase:** Job classes represented by this bargaining group will receive a 2.0% base wage increase effective the first full pay period following City Council ratification and a 2.0% base wage increase effective the first full pay period in July 2019.

FOR CITY CLERK ONLY

File No.: _____

Council Meeting: 08-20-2018

Disposition: _____

3. One-Time Payments:

The following one-time, non-pensionable payments are limited to the two years cited in this agreement and are not scheduled to recur in the future.

Employees represented by the bargaining group will receive a one-time, non-pensionable payment of \$8,000 split as follows:

1. Effective the pay period including January 1, 2019, a one-time, non-pensionable payment of \$5,000 in exchange for the elimination of section 3.4, Revenue Sharing. This payment will not contribute to Classic or PEPRAs employees' pensions and is subject to normal payroll taxation; and
2. Effective the pay period including January 1, 2020, a one-time payment of \$3,000 in exchange for the elimination of section 3.4, Revenue Sharing. This payment will not contribute to Classic or PEPRAs employees' pensions and is subject to normal payroll taxation.

The one-time payments for part-time employees will be prorated based on the full-time equivalent (FTE) of the position. For example, an employee filling a half-time or 0.5 FTE position will receive a \$2,500 one-time, non-pensionable payment in the pay period including January 1, 2019, minus applicable taxes and a \$1,500 one-time, non-pensionable payment in the pay period including January 1, 2020. This payment will not contribute to Classic or PEPRAs employees' pensions.

4. **Eliminate Revenue Sharing:** The revenue sharing provision to be eliminated provides a formula upon which a percentage of excess general tax revenues must be shared with members where specific criteria are met to increase the salary of SRPA job classes.
5. **Uniform Allowance:** The uniform allowance for all sworn employees and the Police Services Specialist will be increased from \$750 per year to \$1,460 per year which is in line with other jurisdictions.
6. **Non-Economic Items:** In addition to items discussed above, agreement was reached on other proposals, which reflect minor changes to existing provisions with no additional cost. The attached draft redline MOU includes all of the changes agreed to by the parties. A brief overview of these negotiated MOU sections includes:
 - Fair Labor Standards Act (FLSA) Compliance (various sections):
 - Change references to "salary" (a term applicable to FLSA exempt staff paid on a salary) to "base hourly pay rate".
 - Added language to define the FLSA work period.
 - Association Orientation of New Employees & Employee Information (Sections 2.1.3 and 2.1.4): Pursuant to recent legislation (AB 119), the parties negotiated specific terms regarding SRPA access to new employees and communication to SRPA of employee information.
 - Pay Dates (Section 3.1.1): The City may move from twice per month 24 pay cycles per year to bi-weekly 26 pay cycles per year, providing the City gives the association six months' notice.
 - Full Flex Cafeteria Plan (Section 4.2.1): Clean up language to comply with the Affordable Care Act.

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 3

- Retiree Health Insurance (Section 4.2.2): Clean up language to remove reference to a Retiree Healthcare Reimbursement Trust (Retiree HRA Trust) since payments are made directly to CalPERS.
- Holiday Pay (Section 5.3): Employees will be paid during the pay period that the holiday occurs instead of the current practice of paying on a biannual basis. This would be more efficient for the City to administer in compliance with the FLSA.
- Length of Probationary Period (section 6.4.2): Updated to incorporate language from side letter previously agreed to with SRPA.

FISCAL IMPACT:

The current total annual salary and benefit cost to the City for the 84 FTE positions represented by SRPA is \$16,428,620. The additional ongoing incremental cost of the successor MOU beyond the FY 17/18 budget is:

	<u>Incremental FY 2018-19</u>	<u>Incremental FY 2019-20</u>
Wages:		
Base Salary (2%)	\$172,963	\$176,423
<i>Annual % change</i>	<i>(2%)</i>	<i>(2%)</i>
Uniform Allowance:	\$ 40,470	- 0 -
Other costs:		
Pension*	\$132,224	\$113,088
Taxes (Medicare, W/C)	<u>\$ 16,312</u>	<u>\$ 16,039</u>
Total Incremental Cost:	\$361,969	\$305,550

**This incremental pension cost results only from the negotiated wage increase and does not include the cost of associated MCERA rate changes. The terms and conditions of the pension benefit plan remain unchanged.*

While the incremental cost is \$361,969 for fiscal year 2018-2019 and \$305,550 for fiscal year 2019-2020, the increases are compounding and therefore the projected total salary and benefit cost increase for the items specified above is \$1,029,488 for the two-year term. In addition, there is a cost of \$672,000 in one-time payments. These one-time payments will not contribute to employee Classic or PEPRA pension costs. The increase in compensation included in this resolution is in line with the City's current budget projections and is within the current salary growth assumptions used by MCERA in the most recent actuarial valuation which is used to establish pension contribution rates and measure pension liabilities. Funding for these positions is provided for in the City's General Fund.

OPTIONS:

The City Council has the following options to consider in this matter:

- Direct staff to return at the next meeting with a resolution seeking approval of the successor MOU between the City of San Rafael and San Rafael Police Association .
- Direct staff to return with more information.

RECOMMENDED ACTION:

Staff recommends that the City Council take public comment, and direct staff to return at the next meeting with a resolution seeking approval of the Memorandum of Understanding between the City of San Rafael and San Rafael Police Association pertaining to compensation and working conditions (July 1, 2018 through June 30, 2020).

ATTACHMENTS:

- Draft redline MOU between City of San Rafael and San Rafael Police Association for July 1, 2018, to June 30, 2020 (and all attachments).

MEMORANDUM OF UNDERSTANDING

between

CITY OF SAN RAFAEL

and

SAN RAFAEL POLICE ASSOCIATION

JULY 1, 20186 - JUNE 30, 202018

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LIST OF EXHIBITS

- Exhibit A Salary Schedule for July 1, 201~~86~~ – June 30, 20~~2018~~
- Exhibit B Canine Program Side Letter

MEMORANDUM OF UNDERSTANDING
between
CITY OF SAN RAFAEL
and
SAN RAFAEL POLICE ASSOCIATION

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in said representative unit, have freely exchanged information, opinions and proposals, and have reached agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding shall be presented to the City Council of the City of San Rafael as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing July 1, 201~~86~~ and ending June 30, 20~~2018~~.

1 GENERAL PROVISIONS

1.1. INTRODUCTION

1.1.1. Scope of Agreement

The salaries, hours, fringe benefits, and working conditions set forth have been mutually agreed upon by the designated bargaining representatives of the City of San Rafael (herein-after called "CITY") and the San Rafael Police Association (herein-after called "ASSOCIATION") and shall apply to all employees of the City working in the classifications and bargaining unit set forth herein.

In accepting employment with the City of San Rafael, each employee agrees to be governed by and to comply with the Personnel Ordinance, Rules and Regulations, Administrative Procedures, and regulations and directives of the Police Department.

1.1.2. Term of MOU

This agreement shall be in effect from July 1, 201~~86~~ through June 30, 20~~2018~~.

1.2. RECOGNITION

1.2.1. Bargaining Unit

The City hereby recognizes the Association as the bargaining representative for the purpose of establishing salaries, hours, fringe benefits and working conditions for all employees within the San Rafael Police Association Bargaining Unit (as referenced in Exhibit A attached).

New classifications developed by the City and determined to be appropriately included in the Bargaining Unit, shall be assigned a wage scale by the City. The City will forward to the Association the new classification and wage scale. The wage scale for the new classification shall then be subject to the meet and confer process.

1.3. NON-DISCRIMINATION

1.3.1. In General

The parties to this contract agree that they shall not, in any manner, discriminate against any person whatsoever because of race, color, age, religion, ancestry, national origin, sex, sexual preference, marital status, medical condition or disability.

Any employee who believes they are being discriminated against should refer to the City of San Rafael's Harassment Policy for the process of receiving an internal administrative review of their complaint. This administrative procedure shall be used as the internal complaint procedure in lieu of

the grievance procedure outlined in this MOU (Article 7.4). Nothing contained in this subsection shall limit an employee's rights under the Police Officer Bill of Rights and/or the disciplinary review and appeal procedure outlined in this MOU.

1.3.2. Bargaining Unit Discrimination

No member, official, or representative of the Association shall in any way suffer any type of discrimination in connection with continued employment, promotion, or otherwise by virtue of membership in or representation of Association.

1.4. INSPECTION OF MEMORANDUM OF UNDERSTANDING

Both the City and the Association agree to keep duplicate originals of this agreement on file in a readily accessible location available for inspection by any City employee, or member of the public, upon request.

1.5. EXISTING LAWS, REGULATIONS & POLICIES

This MOU is subject to all applicable laws.

The City agrees to meet and confer with the Association on proposed changes to policies or procedures that impact bargaining rights.

1.6. STRIKES & LOCKOUTS

During the term of this MOU, the City agrees that it will not lock out employees, and the Association agrees that it will not encourage or approve any strike or slowdown growing out of any dispute relating to the terms of this Agreement. The Association will take whatever lawful steps are necessary to prevent any interruption of work in violation of this Agreement, recognizing with the City that all matters of controversy within the scope of this Agreement shall be settled by established procedures set forth in the City's charter, ordinances, and regulations, as may be amended from time to time.

1.7. SEVERABILITY

If any article, paragraph or section of this MOU shall be held to be invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or any enforcement of any provision hereof be restrained by such tribunal, the remainder of this MOU shall not be affected thereby, and the parties shall enter into meet and confer sessions for the sole purpose of arriving at a mutually satisfactory replacement for such article, paragraph or section

1.8. PREVAILING RIGHTS

All matters within the scope of meeting and conferring which have previously been adopted through rules, regulations, ordinance or resolution, which are not specifically superseded by this MOU, shall remain in full force and effect throughout the term of this Agreement.

1.9. FULL UNDERSTANDING, MODIFICATION, WAIVER

1.9.1. Understanding

The parties jointly represent to the City Council that this MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein.

1.9.2. Waiver & Modification

Except as specifically otherwise provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to meet and confer with respect to any subject or matter covered herein during the period of the term of this MOU. The foregoing shall not preclude the parties hereto from meeting and conferring at any time during the term of this Agreement with respect to any subject matter within the scope to meeting and conferring for a proposed MOU between the parties to be effective on or after July 1, 20~~18~~20.

2 MMBA

2.1. BARGAINING UNIT RIGHTS

2.1.1. Bargaining Unit Stewards Designation

The Association shall, by written notice to the City Manager, designate certain of its members as Employee Representatives. Association representatives who are official representatives of the Association shall be given reasonable time off with pay to attend meetings with management representatives, or to be present at hearings where matters within the scope of representation, collective bargaining, or grievances are being considered. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of City services. Such employee representatives shall submit through the Police Department chain of command a written request for excused absence to the Police Chief at least forty-eight (48) hours prior to the scheduled meeting whenever possible. Except by mutual agreement, the number of employees excused for such purposes shall not exceed three (3).

2.1.2. Release Time

Two hundred (200) hours per calendar year shall be provided for union release time, apart from MMB activity, with ten days advance notice and approval of the Police Chief. Any additional hours shall be granted only with ten days advance notice and approval of the Police Chief

2.1.3. Association Orientation of New Employees

Whenever the City hires an employee within any classification covered by this Memorandum of Understanding and represented by the Association, the City will provide the new employee with a copy of the current Memorandum of Understanding. The City shall make available two hours, at a mutually agreeable time, during the initial thirty (30) days of employment for new employee orientation by the Association. In addition, the City will also provide reasonable advance notice to the Association of all employee orientations conducted by the City.

2.1.4. Employee Information

The City shall provide the Association with the name, job title, department, work location, work, home and personal cell phone numbers, home address and personal email address on file with the City for all employees within the Association every 120 days. In addition, a report with similar information of each Association new hire will be provided to the Association within 30 days of the hire date.

2.2. DUES DEDUCTION

2.2.1. Collection of Dues

City agrees, upon written consent of the employee involved, to deduct dues, as established by the Association, from the salaries of its members. The sums so withheld shall be remitted by City along with a list of employees who have had said dues deducted.

2.2.2. Dues Collection during Separation from Employment

The provisions specified in this section shall not apply during periods of separation from the representative Unit by any such employee, but shall reapply to such employee commencing with the next full pay period following the return of the employee to the representative Unit. The term separation includes transfer out of the Unit, layoff, and leave without pay absences with duration of more than 30 calendar days.

2.3. MANAGEMENT RIGHTS

The City reserves, retains, and is vested with, solely and exclusively, all rights of management which have not been expressly abridged by specific provision of this Memorandum of Understanding or by law to manage the City, as such rights existed prior to the execution of this Memorandum of Understanding. The sole and exclusive rights of management, as they are not abridged by this Agreement or by law, shall include, but not be limited to, the following rights:

1. To manage the City generally and to determine the issues of policy.
2. To determine the existence or non-existence of facts which are the basis of the management decision.
3. To determine the necessity of organization or any service or activity conducted by the City and expand or diminish services.
4. To determine the nature, manner, means technology, and extent of services to be provided to the public.
5. Methods of financing.
6. Types of equipment or technology to be used.
7. To determine and/or change the facilities, methods, technology, means and size of the work force by which the City operations are to be conducted.
8. To determine and change the number of locations, re-locations and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operation of the City.
9. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments.
10. To relieve employees from duties for lack of work or similar non-disciplinary reasons.
11. To establish and modify productivity and performance programs and standards.
12. To discharge, suspend, demote or otherwise discipline employees for proper cause in accordance with the provisions and procedures set forth in City Personnel Rules and Regulations.
13. To determine job classifications and to reclassify employees.
14. To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with this Memorandum of Understanding and the City's Personnel Rules and Regulations.
15. To determine policies, procedures and standards for selection, training, and promotion of employees.
16. To establish employee performance standards including, but not limited to quality and quantity standards; and to require compliance therewith.
17. To maintain order and efficiency in it facilities and operations.
18. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Agreement.
19. To take any and all necessary action to carry out the mission of the City in emergencies.

The City and the Association agree and understand that if, in the exercise of rights set forth above, the effect of said exercise of rights by the City impacts an area within the scope of representation as set forth in the Myers/Milias/Brown Act and case law interpreting said Act; or Federal law, the City shall have the duty to meet and confer with the Association regarding the impact of its decision/exercise of rights.

2.4. COMMENCEMENT OF NEGOTIATIONS

It is mutually agreed to begin the Meet and Confer process no later than the first Monday in February, regarding the terms and conditions applicable to successor MOUs. The process will be initiated by the San Rafael Police Association through the submittal of upcoming contract requests it wishes to be considered.

3 COMPENSATION

3.1. GENERAL WAGES AND COMPENSATION

3.1.1. Pay Dates

City employees are paid twice per month on the 15th and the last working day of the month. When a holiday falls on a pay day, the pay day will be transferred to the previous day of regular business unless the Finance Division is unable to complete the payroll by that work day, in which case the pay day will be the day following the holiday. The method of the distributing payroll shall be established by the Finance Division.

During the term of this Agreement, the City may institute a change of the payroll schedule from 24 pay cycles per year to 26 pay cycles per year, providing the City gives the association six months notice.

3.1.2. General Wage Increases

Base salary increase shall be defined as an increase to general wages, excluding any benefit increases. Salary increases for all bargaining unit positions are established based on the base hourly rates set forth in the ~~salary~~ table attached as Exhibit A and included as part of this MOU. For the term of this agreement, the following base salary increases shall be applied on the identified effective date:

Effective the ~~pay period including July 1, 2016 or the~~ first full pay period following City Council ratification of a new MOU, ~~whichever occurs later~~, the City will increase base wages for all employees by 2.0%. ~~Contingent upon SRPA ratification and City Council adoption of the successor MOU by August 1, 2016, the increase will be retroactive to July 1, 2016.~~ Effective the pay period including July 1, 2019~~7~~, the City will increase base wages for all employees by 2.0%.

~~3.1.3. Equity Adjustments~~

~~Employees represented by this bargaining unit will receive an additional 1.0% equity adjustment to base hourly rate at the start of each fiscal year of the MOU.~~

~~3.1.4.3.1.3. One-Time Payments~~

The following one-time, non-pensionable payments are limited to the two years cited in this agreement and are not scheduled to recur in the future.

Employees represented by the bargaining group will receive a one-time, non-pensionable payment of \$8,000 split as follows:

- ~~1. Each employee in the bargaining unit will receive an Expedited Bargaining Payment in the amount of \$2,200.00 in the first paycheck in December, 2016. This payment will not contribute to employees' pensions and is subject to normal payroll taxation~~Effective the pay period including January 1, 2019, a one-time, non-pensionable payment of \$5,000 in exchange for the elimination of section 3.4, Revenue Sharing. This payment will not contribute to Classic or PEPRAs employees' pensions and is subject to normal payroll taxation; and
- ~~2. Each employee in the bargaining unit will receive a Health Cost Increase Offset in the amount of \$2,200.00 in the first paycheck in December, 2017. This money will not be included in the Full Flex Cafeteria Plan. This payment will not contribute to employees' pensions, is subject to normal payroll taxation and may be used by each employee to address their own unique health care cost needs~~Effective the pay period including January 1, 2020, a one-time payment of \$3,000 in exchange for the elimination of section 3.4, Revenue Sharing. This payment will not contribute to Classic or PEPRAs employees' pensions and is subject to normal payroll taxation.

The one-time payments for part-time employees will be prorated based on the full-time equivalent (FTE) of the position. For example, an employee filling a half-time or 0.5 FTE position will receive a ~~\$2,500~~\$1,400.00 lump sum one-time, non-pensionable payment in the pay period including January 1, 2019, minus applicable taxes ~~on the same schedule as described above for full-time employees~~and a \$1,500 one-time, non-pensionable payment in the pay period including January 1, 2020. This payment will not contribute to Classic or PEPRAs employees' pensions.

3.1.5.3.1.4. Definitions

Total Compensation shall be defined as: Top step salary (excluding longevity pay steps), educational incentive pay, holiday pay, uniform allowance, employer paid deferred compensation (except for such portion that may be part of employee cafeteria plan), employer's contribution towards employees' share of retirement, employer paid contributions toward insurance premiums for health, life, long term disability, dental and vision plans, and employer paid cafeteria/flexible spending accounts.

Either Party may prepare total compensation surveys in support of labor negotiations. The City will prepare total compensation surveys both with and without the employer's retirement contribution included in the computation. The City and the Association shall review the benchmark and related survey data for accuracy and completeness.

~~The CPI shall be the percentage change in the San Francisco-Oakland-San Jose Area All Urban Consumer index as published by the Bureau of Labor Statistics for the one-year period ending the month of October 2014 and each October thereafter during the term of the contract.~~

3.1.6.3.1.5. Compensation Plan

The Compensation Plan adopted by the City Council shall provide for salary schedules, base hourly rates, ranges, steps and any other special circumstances or items related to the total compensation paid employees. Each position within the classified services shall be allocated to its appropriate class in the classification plan on the basis of duties and responsibilities. Each class shall be assigned a salary range or a rate established in the salary plan. All persons entering the classified service shall be compensated in accordance with the salary plan then in effect.

3.1.6 Fair Labor Standards Act

The Parties shall continue to discuss changes to ensure the City's compliance with the FLSA. The Parties understand that the City has the management right to administer its payroll system in compliance with the law and also understand that all impacts of any resulting changes to employee compensation must be negotiated with SRPA. The City does not believe that any changes will lead to wage reductions for employees and the City will provide an offset if that occurs.

3.2. STEP INCREASES

3.2.1. Entry Level Step

Beginning July 1, 201~~8~~⁴, all initial employment shall be at the entry level step for the base hourly pay rate of the salary range as indicated in Attachment A. The City Manager or his/her designee may authorize, upon the recommendation of the Police Chief, a position at an appropriate higher salary when, in his/her opinion, it is necessary in order to obtain qualified personnel or when it appears that the education or experience of a proposed employee is substantially superior to the minimum requirements of the class and justifies beginning salary in excess of the first step. Initial employment appointments above Step C will require City Manager Approval.

3.2.2. Consideration for Step Increases

An employee may be considered for a step increase in accordance with their anniversary date and the parameters of the salary base hourly pay rate schedule. Advancement to a higher salary base hourly rate within the schedule a salary range may be granted for continued improvements and efficient and effective service by the employee in the performance of his/her duties. SalaryBase hourly rate advancement shall be made only upon the recommendation of the Police Chief, with the approval of the City Manager or their designee, and are not automatic, but based on acceptable work performance.

Accelerated merit performance step increases of five percent (5%) may be granted an employee based upon the recommendation of the Police Chief and approval of the City Manager.

3.2.3. Merit Increases

Employees at the maximum step of their ~~base hourly pay ratesalary range~~ may be granted a merit pay award of up to five percent (5%) above and beyond their ~~base hourly pay ratesalary range~~. A merit pay award may be effective for up to one (1) year. A merit pay award when expired is not a disciplinary action and is not appealable. Merit pay awards may be granted in recognition of meritorious performance beyond the scope of regular duties and in response to extraordinary conditions.

3.3. ADDITIONAL PAY

3.3.1. Shift Differential Pay

A three percent (3%) shift differential shall be paid for all represented employees regularly scheduled to work fifty percent (50%) or more of their shift after 1500 hours.

A five percent (5%) shift differential shall be paid for all represented employee regularly scheduled to work fifty percent (50%) or more of their shift after 2200 hours.

Employees assigned to work the swing or graveyard shift time periods on overtime or in accordance with Article 6.3, Shift Changes, are excluded from shift differential pay for those time periods.

Shift differential shall not be considered an additional percentage on salary for personnel involved, but shall apply only to hours actually worked; e.g., differential does not apply to sick leave, vacation or compensatory time, but does include overtime for employees regularly assigned to the swing or graveyard shifts. The current operational policies and provisions for shift rotation and assignment remain in effect.

3.3.2. Court Pay

If a police employee receives a subpoena requiring them, in the course and scope of their official employment, to appear in court or other official hearing other than during their regular tour of duty or shift of hours, they shall receive a minimum of two (2) hours pay at the overtime rate. "Other than during their regular tour of duty or shift hours" shall include vacation and compensatory time off.

The employee shall submit the required documentation (copy of subpoena and overtime slip) for all related court pay on or immediately after the actual court appearance or after date of cancellation.

If such appearance commences during the employee's regular tour of duty or shift of hours and continues beyond the normal completion time of the employee's regular tour of duty or shift of hours, then the employee will be compensated at the overtime rate for the actual time spent beyond the normal completion time of said tour/shift.

If an employee receives more than one subpoena for the same scheduled time, he/she will receive the minimum time frame rate only once.

The Police Department will provide appearance information for police employees. The department will be responsible for having such information available, when known, by 1800 hours. If the matter is not canceled by 1800 hours, on the court day preceding the appearance date, an employee shall receive one (1) hour pay at the overtime rate. Time spent at the appearance shall be compensated at the overtime rate.

Nothing in the provision shall be construed to mean that the Association agrees in any way to any method of "flex scheduling."

3.3.3. Call Back Pay

Call-back pay shall be provided at one and one-half times the regular rate with a three (3) hour minimum whenever required by the Department and with the expectation that the full three (3) hours will be worked. At no time will the minimum compensation overlap with a regularly scheduled work assignment.

3.3.4. Educational Expense Reimbursement

The Educational Expense Reimbursement Program shall apply to all employees of the Police Department represented by this contract who have completed a total of two (2) or more continuous years of full time service with the San Rafael Police Department. The Educational Expense Reimbursement Program shall relate to the completion of college credits while off-duty for job-related courses, awarded from an accredited community college or an accredited college or an accredited university. Job-related courses are defined as those which contribute to current job performance or prepare the employee for other City positions, including but not limited to obtaining bilingual skills.

An eligible employee who takes a job-related course during off-duty hours at an accredited institution of learning (see above) shall be eligible to receive reimbursement for the costs of tuition, fees, and course materials, up to a maximum of \$1,500 per fiscal year. The employee will be eligible for this reimbursement upon the successful completion of the course and upon the employee having achieved a grade of "Pass" or "C" or better.

In order for the eligible employee to qualify for reimbursement, the employee must:

- a. Chief of Police or designee Approval – Prior to enrollment, the employee must receive the written approval of the department director or designee concerning the particular course. The decision of the department director shall be final. To be approved by the department director, the department director must find that the course is job-related after reviewing the request, which briefly describes why the employee believes the course to be job-related.
- b. Reimbursement Request – Provided that the Chief of Police finds that the course is job-related and approves the employee's request, the employee shall submit a request for reimbursement to the City Manager or designee that includes a copy of the employee's course grade, the receipts for all course expenses, and a total amount requested for reimbursement.
- c. City Manager or designee Approval – The City Manager or designee shall approve the employee's request for reimbursement provided that the employee has prepared the request in compliance with this program.

To ensure that the City receives adequate benefit from the increased education of the educational expense reimbursement recipients, the following table of time worked after completion of course work shall apply to all recipients who terminate employment with the City of their own volition.

Time between receiving reimbursement and termination of employment	Percentage of tuition reimbursement to be repaid to the City
Up to 12 months	100%
Between 12 months and 18 months	50%
Over 18 months	0%

3.3.5. Certificate Incentive

The Certification Incentive Program for all employees of the Police Department offers monthly payment for POST Certification as follows:

Effective January 1, 2007 the payment for POST Intermediate or Advance Certification to Police Officer, Police Corporal or Police Sergeant shall be:

Intermediate Certificate	3.0% increase to monthly -base <u>hourly</u> pay rates salary
Advanced Certificate	5.0% increase to monthly -base <u>hourly</u> pay rates salary

Effective with the pay period start date of January 1, 2007 the payment for POST certificates for Communication Dispatcher, Dispatch Supervisor or Civilian Supervisor shall be:

Public Safety Dispatcher Certificate	3.0% increase to base <u>hourly pay rate</u> <u>salary</u>
Records Supervisory Certificate	5.0% increase to base <u>hourly pay rate</u> <u>salary</u>

3.3.6. Bilingual Pay

Expert Fluency Program. A ten percent (10%) pay incentive shall be paid to up to ten (10) designated bilingual employees (sworn or non-sworn).

Full Fluency Program. A five percent (5%) bilingual pay incentive shall be paid to up to ten (10) designated bilingual employees (sworn or non-sworn).

Conversational Fluency Program. Effective July 1, 2006, a two and one-half percent (2.5%) pay incentive shall be paid to up to thirty-five (35) designated bilingual employees (sworn and non-sworn).

Within the limits established in the first three paragraphs of this section, to qualify for the Expert or Full or Conversational Programs, employees must be certified as proficient in a language deemed to be of work related value to the Police Department as determined by the Police Chief and approved by the City Manager by established standards. It is agreed that the City will meet and confer with the Association in order to establish standards for the Expert Fluency Program with the understanding that the standards will focus on external testing and/or certification satisfactory to the Police Chief. Full or conversational proficiency certification may be obtained by passing a standardized departmental test (to be developed by the department) or a Fluency Certification of Completion from a departmental conversational test, or obtaining a conversational certification issued by an agency or other vendor approved by the Police Chief.

Fluency in more than one foreign language does not entitle an employee to more than one of the bilingual pay categories. Both parties agree to re-certification of proficiency every three (3) years at the department's expense and discretion to continue eligibility for the bilingual differential. The City shall provide initial certification testing and testing to advance to a higher program level each year if there are candidates who are both interested and qualified. Employees may acquire certification during the intervening periods at their own expense.

Shift assignments and distribution of bilingual employees shall be at the discretion of the Chief of Police.

3.3.7. Uniform Allowance

Each of the following represented classification will receive a uniform allowance for each six (6) months of service ending June 30 and December 31 as follows:

Effective ~~January 1, 2001~~ July 1, 2018

	Classification	Semi - Annual	Annual
A.	All sworn employees, Police Service Specialist	\$375 <u>730</u> .00	\$750 <u>1,460</u> .00
B.	All other represented employees	\$325.00	\$650.00
C.	A pro-rated portion of the allowance may be given for the first and last six (6) months of service upon recommendation of the Police Chief.		

3.3.8. Special Weapons and Tactics (SWAT) Team

Police Department personnel assigned to the Special Weapons and Tactics (SWAT) Team shall receive additional compensation amounting to two and one-half percent (2.5%) of their ~~monthly base salary~~base hourly pay rate. Team members shall be entitled to callback pay pursuant to the Call-Back Pay provisions of this MOU (Section 3.3.3). The City will pay for the equipment for SWAT team members, provided members obtain prior approval of the Chief of Police.

Employees shall be appointed to a five-year term beginning July 1, 2014 and may be extended on an annual basis by mutual agreement between the department and the employee.

3.3.9. Hostage Negotiations Team (HNT)

Police Department personnel assigned to the Hostage Negotiations Team (HNT) Team shall receive additional compensation amounting to one percent (1%) of their ~~base hourly pay rate~~monthly base salary. Team members shall be entitled to callback pay pursuant to the Call-Back Pay provisions of this MOU (Section 3.3.3).

Employees shall be appointed to a five-year term beginning July 1, 2014 and may be extended on an annual basis by mutual agreement between the department and the employee.

3.3.10. Field Training Officer (FTO)

- a. The Police Department has established a program for selection of Field Training Officers. Field Training Officers and the Field Training Program Supervisor shall receive additional compensation amounting to two and one-half percent (2.5%) of their ~~base hourly pay rate~~monthly base salary while assigned to the Patrol Division and shall receive an additional two and one-half percent (2.5%) while engaged in training of new Police Officers and Community Service Officers. Shift assignment will be at the discretion of the Chief of Police and based upon the needs of the Department. All other sworn personnel assigned as Field Training Officers will be paid five percent (5%) above their ~~base hourly pay rate~~monthly base salary while engaged in training of new Police Officers and Community Service Officers.
- b. Non-sworn personnel may be formally assigned, in writing, to train employees in their new job classifications. For actual hours spent training this new employee, during the specified training period, the assigned trainer will be paid five percent (5%) above their ~~base hourly pay rate~~monthly base salary.
- c. Employees shall be appointed to a three-year term beginning July 1, 2014 and may be extended on an annual basis by mutual agreement between the department and the employee.

3.3.11. Motor Officer Pay

Police Department personnel assigned to the following duty shall receive additional compensation amounting to five percent (5%) of their base ~~monthly salary~~hourly pay rate: Operation of a solo-motorcycle for more than 50% of his/her work month.

3.3.12. Major Accident Investigation Team

Tier 1 MAIT personnel on the Department's call-out list shall receive additional compensation amounting to one percent (1%) above their base ~~hourly pay rate~~monthly salary. All MAIT Personnel shall be entitled to callback pay pursuant to the Call-Back Pay provisions of this MOU (Section 3.3.3)

Employees shall be appointed to a three-year term beginning July 1, 2014 and may be extended on an annual basis by mutual agreement between the department and the employee.

3.3.13. Crime Scene Investigator (CSI)

Crime Scene Investigators on the Department's call-out list and the Supervisor shall receive additional compensation amounting to one percent (1%) above their base ~~hourly pay rate~~monthly salary. All Crime Scene Investigators shall be entitled to callback pay pursuant to the Call-Back Pay provisions of this MOU (Section 3.3.3).

Employees shall be appointed to a three-year term beginning July 1, 2014 and may be extended on an annual basis by mutual agreement between the department and the employee. The three-year term shall not apply to Community Service Officers.

3.3.14. Self-Defense and Tactics (SDAT) & Firearms Instructor Pay

The Police Department has established a program for selection of Self-Defense and Tactics (SDAT) & Firearms Instructors. Self Defense and Tactics (SDAT) or Firearms Instructors shall receive additional compensation amounting to two and one-half percent (2.5%) above their ~~monthly~~ base hourly pay ratesalary. Anyone that is a Self-Defense and Tactics (SDAT) Instructor and also a Firearms Instructor will be eligible for only a total of two and one-half percent (2.5%) and not a compounded five percent (5%).

Employees shall be appointed to a three-year term beginning July 1, 2014 and may be extended on an annual basis by mutual agreement between the department and the employee. The three-year term shall not apply to Community Service Officers.

3.3.15. Detective Pay

Sworn personnel assigned to the Support Services Divisions Investigations Unit shall receive additional compensation amounting to five percent (5%) above their ~~monthly~~ base hourly pay ratesalary. Unit members shall be entitled to callback pay pursuant to the Call-Back Pay provisions of this MOU (Section 3.3.3).

3.3.16. Out of Class Pay

Police Services Specialists assigned in writing by their supervisor to work as a Communications Dispatcher shall be compensated at a rate 5% greater than the employee's current base hourly pay ratesalary. The out-of-class increase shall be retroactive to the first day of the assignment and based on hours actually worked in the higher classification.

3.3.17. Canine Handler Pay

The parties agree to initiate a Canine Handler Program at a time to be determined by the Police Department. Officers assigned to and participating in the canine program shall receive additional compensation amounting to 5% above their ~~monthly~~ base hourly pay ratesalary subject to the restrictions stated in the attached Canine Handler Program Side Letter.

~~3.4. REVENUE SHARING~~

~~3.4.1. Conditions for Revenue Sharing~~

~~Employees in the bargaining unit positions defined in this MOU shall receive Revenue Sharing Increases, effective January 1 of each year of the contract, in addition to the Contract Compensation Increase (if any), if the following conditions are met:~~

- ~~a. If the CPI increase, as defined in Section 3.1.3, is greater than the Contract Compensation Increase, and~~
- ~~b. If General Tax Revenues have resulted in revenues being available for distribution, based upon the formulas defined in Section 3.4.2, and~~
- ~~c. The "net change in General Fund Balance", as defined in Section 3.4.2, as presented in the previous fiscal year's annual audited financial statements, is positive, and~~
- ~~d. The City's General Fund Emergency and Cash Flow reserve at the end of the previous fiscal year contains at least 10% of the General Fund budgeted expenditures for that same year.~~

~~If all of the above four conditions are met, then a Revenue Sharing salary increase shall be paid prospectively, in accordance with the schedule below, to bring the combination of the Contract Compensation Increase (if any) and the Revenue Sharing Increase up to the level of the CPI, however, in no event shall the Combined Contract Compensation Increase and Revenue Sharing Increase exceed 5% for the contract year under review.~~

~~3.4.2. Revenue Definitions & Revenue Sharing Calculations~~

~~**Net Change in General Fund Balance** is determined in the course of the City's annual financial audit, and presented as "net change in fund balance" in the City's published financial statements.~~

~~General Tax Revenues shall be defined to include the following taxes: Sales Tax, Property Tax (Secured, Unsecured and Unitary), Motor Vehicle License Fees, Property Transfer Tax, Hotel Occupancy Tax, Business License Tax and Franchise Fees. No other revenue sources of the City will be included in this definition.~~

~~If General Tax Revenues of the City for the fiscal year previous to this contract year (i.e., FY 2013-2014) exceed General Tax Revenues of the City for the prior fiscal year (i.e., FY 2012-2013), then the members of the bargaining unit shall be entitled to apply 27.0% of one-half (1/2) of the excess of fiscal year General Tax Revenues over prior fiscal year General Tax Revenues adjusted for 75% of the total compensation increases provided to members for the contract year, in accordance with the schedule below, for a Revenue Sharing Total Compensation adjustment.~~

~~3.4.3. Schedule~~

- ~~a. **September 7th - General Tax Revenues.** The City shall make known to the Association if General Tax Revenues of the most recently ended fiscal year have grown from the prior fiscal year on September 7th of each year of this contract. If no growth in General Tax Revenues has taken place, there shall be no Revenue Sharing for that fiscal year of the contract.~~
- ~~b. **November 15th - Net Change in General Fund Balance and the funding level of the City's General Fund Emergency and Cashflow reserve.** By November 15th of each year, the City shall make known to the Association whether there is a positive change in the General Fund Balance when the most recently ended fiscal year is compared to the previous one. At the same time, the City shall make known to the Association whether the funding level of the City's General Fund Emergency and Cashflow reserve is at or above 10% of budgeted expenditures. If these two conditions are not met, then no Revenue Sharing shall take place for that contract year.~~
- ~~c. **November 30th - CPI.** If the conditions for revenue sharing have been met for the contract year, the City shall identify the change in CPI for the year ending October and make the figure known to the Association by November 30th.~~
- ~~b. **January 1st - Base Monthly Pay Increases** are calculated. January 1st is the effective start date (for paycheck date of January 31st) for Revenue Sharing Salary increases.~~

4 BENEFITS

4.1 EMPLOYEE BENEFITS COMMITTEE

Both parties agree to continue to utilize the Employee Benefits Committee for ongoing review of benefit programs, cost containment and cost savings options. The Committee shall be made up of representatives of the SEIU, SEIU-Childcare, Western Council of Engineers, Local 1 – Confidential, Police Association, Police Mid-Management, Fire Association, Fire Chief Officers Association, Management, and Mid-Management employees.

The Employee Benefits Committee may make recommendations for changes to existing benefits. However, changes to benefits identified in this agreement shall only occur after the City and Association have mutually agreed to meet and confer on such changes and have completed the meet and confer process, including impasse resolution. There shall be no change to any benefits that are subject to the meet and confer process provided in this Memorandum of Understanding absent the specific, written agreement of the Association and completion of the meet and confer process.

4.2 HEALTH & WELFARE

4.2.1 Full Flex Cafeteria Plan

Effective January 1, 2010, the City implemented a full flex cafeteria plan for active employees, in accordance with IRS Code Section 125. Active employees participating in the City's full flex cafeteria plan shall receive a monthly flex dollar allowance to purchase benefits under the full flex cafeteria plan.

Effective January 1, 201~~8~~⁶, the monthly flex dollar allowance shall be:

For employee only:	\$ 736.00 <u>758.08</u>
For employee and one dependent:	\$ 1,473.00 <u>1,517.19</u>
For employee and two or more dependents:	\$ 1,915.00 <u>1,972.45</u>

~~Effective December 2017, The~~ flex dollar allowances shall increase on the December 15th paycheck up to a maximum of three percent (3.0%) on an annual basis, based on but not to exceed the Kaiser Bay Area premium rate increase for the upcoming calendar year.

The City shall contribute to the cost of medical coverage for each eligible employee and his/her dependents, an amount not to exceed the California Public Employees' Medical and Hospital Care Act (PEMHCA) Minimum Employer contribution, as determined by CalPERS on an annual basis. This portion of the monthly flex dollar allowance is identified as the City's contribution towards PEMHCA. The monthly flex dollar allowance (including the PEMHCA minimum contribution) may be used in accordance with the terms of the cafeteria plan to purchase health benefits or may be converted to taxable income.

Eligible Conditional Opt-Out Arrangement: An employee may elect to waive the City's health insurance coverage and receive a \$300 monthly Opt-Out payment in accordance with the terms of the cafeteria plan, and the Affordable Care Act, if the employee complies with the following conditions:

- 1) The employee certifies that the employee and all individuals in the employee's tax family for whom coverage is waived ~~must~~ have alternative Minimum Essential Coverage as defined by the Patient Protection and Affordable Care Act through a provider other than a federal marketplace, a state exchange, or an individual policy ~~Covered California~~.
- 2) During the City's annual open enrollment period, ~~t~~The employee must complete ~~provide~~ annual written attestation confirming that the employee and the other members of the employee's tax family are enrolled in alternative Minimum Essential Coverage. The employee agrees to notify the City no later than 30 days if the employee or other member(s) of the employee's tax family lose coverage under the alternative Minimum Coverage Plan. ~~—during the City's health insurance open enrollment period.~~
- 3) The employee understands that the City is legally required to immediately stop conditional opt-out payments if the City learns that the employee and/or members of the employee's family ~~member(s)-does~~ not have the alternative Minimal Essential Coverage.

The City reserves the right to modify at any time, the amount an employee is eligible to receive under this paragraph, if required by IRS Cafeteria Plan regulations, other legislation or Federal and/or California agency guidance.

4.2.2 *Retirees Health Insurance*

Employees represented by the Association who retire from the Marin County Employees' Retirement Association (MCERA) within 120 days of leaving their City of San Rafael position (and who comply with the appropriate retirement provisions under the MCERA laws and regulations) are eligible to continue in the City's retiree group health insurance program offered through PEMHCA. The City's contribution towards retiree coverage shall be the PEMHCA minimum contribution as determined by CalPERS on an annual basis.

A. ~~Longevity Payment for~~ Employees hired ~~on or~~ before January 1, 2010

The City shall make a monthly ~~longevity-retiree health insurance~~ payment ~~into a Retiree Healthcare Reimbursement Trust (Retiree HRA Trust)~~ on behalf of employees hired before January 1, 2010 and who retire from the City of San Rafael as described in this section.

The City's monthly ~~payment shall be the difference between the premium cost of coverage minus the PEMHCA minimum contribution. The City's total payment (PEMHCA minimum contribution plus additional cost of retiree premiums) contribution to the Retiree HRA trust shall not exceed~~ \$386 per month. The City's ~~retiree health insurance~~ contribution ~~towards a retiree's Retiree HRA Trust account~~ shall continue for the lifetime of the retiree and retiree's spouse, in accordance with PEMHCA eligibility provisions for coverage.

- B. **Employees hired on or after January 1, 2010** and who meet the eligibility requirements for retiree health insurance are eligible to continue in the City's group health insurance program. The City's maximum contribution towards retiree coverage under this subsection, 4.2.3b, shall be the PEMHCA minimum contribution as determined by CalPERS on an annual basis. The City shall not be responsible for making any contributions towards the cost of coverage of the retiree's spouse, registered domestic partner, or dependents upon the employee's retirement from the City in excess of the PEMHCA minimum contribution as required by CalPERS.

The City shall additionally make available a retiree health care trust to enable these employees to prefund retiree health care premiums while employed by the City. The retiree health care trust shall be funded by annual conversion of 50 hours of sick time in service on July 1 of each year, provided an employee has a remaining balance of 75 hours of sick leave after the conversion.

4.2.3 Health and Dependent Care Spending Accounts

City will offer as part of its Section 125 Plan for as long as such a plan is desired by the Association and available pursuant to the IRS Code a Health and Dependent Care Spending Accounts. The Flexible Spending Accounts offered by the City include:

- a. Healthcare Spending Account: Out-of-pocket medical expenses that qualify under the IRS Code effective January 1, 2013 at IRS Code limit, not to exceed \$ \$2,500. Employees are responsible to pay the monthly administrative fee and any increase established by the third-party administrator.
- b. Dependent Care Spending Accounts: Dependent care expenses that qualify under the IRS Code at the IRS Code limit. Employees are responsible to pay the monthly administrative fee and any increase established by the third-party administrator.
- c. Premium Only Plan: Excess Medical premiums shall be deducted from employee's pay with pre-tax dollars as long as such deduction is allowable under the applicable IRS Code.

City shall establish an annual enrollment period and each employee must re-enroll annually for either plan noted in Section 4.2.43. a. and/or b.

4.3 PERS HEALTH INSURANCE BENEFITS

Upon reasonable advance notice to the Association, the City shall have the option of either contracting with the Public Employees Retirement System (PERS) Health Benefits Division for health insurance or contracting directly with some or all of the providers of health insurance under the PERS program; provided, however, contracting directly with the providers shall not cause any material reduction in insurance benefits for active or retired employees from those benefits available under the PERS program; and provided further such contracting shall not cause a material increase in premiums for either the City or the employees. There shall be no requirement for the City to meet and confer upon the City's exercising the option described above in accordance with the provisions of this paragraph.

4.4 DENTAL PLAN

The City will provide a dental insurance program providing 100% coverage for diagnostic and preventative care, \$25 deductible on corrective coverage (80/20) per eligible patient per calendar year,

80/20 cost sharing for cast, crowns and restorations, and orthodontic coverage (50/50) within the limits prescribed in the Group Plan document. The City shall continue the current or comparable program and shall pay any increased premium rate increases from date of the increase for the term of this MOU

The maximum benefit amount is \$1,500 per person per Calendar Year.

4.5 VISION PLAN

The City will contract for a vision plan for employee only vision benefits. Employees will be eligible to enroll qualified family members and will pay the premium costs for such enrollment.

4.6 LIFE INSURANCE AND ACCIDENTAL DEATH & DISMEMBERMENT

Effective January 1, 2010, the City shall be responsible for paying premiums for a life insurance and Accidental Death and Dismemberment (AD&D) policy for each employee. The life and AD&D policy shall provide a \$5,000 life insurance and a \$5,000 AD&D benefit.

4.7 LONG TERM DISABILITY POLICY

An employee shall have the option to fund a PORAC Long-Term Disability policy with after-tax income. In lieu of the City sponsored LTD plan, the City will pay an annual \$100 lump sum payment minus applicable taxes to each employee. This lump sum payment will be made in the first pay period in December of each year of this MOU.

4.8 RETIREMENT

4.8.1 Retirement Contribution

Bargaining unit members shall pay the full share of the employee's contribution to the Marin County Retirement System.

Effective the pay period including September 1, 2013, all current and "PEPRA" ("classic" and "new") bargaining unit members shall contribute an additional 1% of pensionable compensation to MCERA, over and above the employee's contribution noted above.

The City of San Rafael acknowledges that under its current practice, the employee's share of their retirement contribution is deducted with pretax dollars. This practice will continue until changed through the Meet and Confer process or until IRS regulations change.

4.8.2 Retirement Plans

The City shall provide the Marin County Employee Retirement Association 3% at 55-retirement program to all safety members, as defined under the 1937 Act Government Code Section 31664, subject to Marin County Employee Retirement Association procedures and regulations and applicable 1937 Act laws that govern such plans. This shall be based on an employee's single highest year of compensation.

The City shall provide the Marin County Employee Retirement Association 2.7% at 55-retirement program to all miscellaneous members, as defined under the 1937 Act Government Code Section 31676, subject to Marin County Employee Retirement Association procedures and regulations and applicable 1937 Act laws that govern such plans. This shall be based on an employee's single highest year of compensation.

Safety employees hired on or after July 1, 2011 will receive an MCERA retirement benefit at the formula 3%@55 calculated based on the average of their highest three years of compensation, with a 2% COLA benefit cap.

Non-safety employees hired on or after July 1, 2011 will receive an MCERA retirement benefit at the formula 2%@55 calculated based on the average of their highest three years of compensation, with a 2% COLA benefit cap.

Safety employees hired on or after January 1, 2013 who are defined as “new members” of MCERA in accordance with the Public Employees’ Pension Reform Act (PEPRA) of 2013, shall be enrolled in the MCERA 2.7% @ 57 plan for Safety members. The employee is responsible for paying the employee contribution of half of the total normal cost of the plan, as defined by MCERA, through a payroll deduction. Final compensation will be based upon the highest annual average compensation earnable during the thirty-six (36) consecutive months of employment immediately preceding the effective date of his or her retirement or some other period designated by the retiring employee.

Non-safety employees hired on or after January 1, 2013 who are defined as “new members” of MCERA in accordance with the Public Employees’ Pension Reform Act (PEPRA) of 2013, shall be enrolled in the MCERA 2% @ 62 plan for Miscellaneous members. The employee is responsible for paying the employee contribution of half of the total normal cost of the plan, as defined by MCERA, through a payroll deduction. Final compensation will be based upon the highest annual average compensation earnable during the thirty-six (36) consecutive months of employment immediately preceding the effective date of his or her retirement or some other period designated by the retiring employee.

4.8.3 Member Cost of Living Rates

Bargaining unit members who are eligible to participate in the Marin County Employee Retirement Association will pay their full share of member’s cost of living rates as allowed under Articles 6 and 6.8 of the 1937 Retirement Act. Miscellaneous and safety member contribution rates include both the basic and COLA portions (50% of COLA is charged to members as defined in the 1937 Act).

4.8.4 Pension Costs

The parties shall discuss pension issues during the term of this MOU utilizing the Labor-Management Committee process memorialized in Section 6.6.5 of this agreement.

5 LEAVES

5.1 SICK LEAVE

5.1.1 Eligibility

Sick leave with pay shall be granted to each eligible employee. Sick leave shall not be considered a privilege, which an employee may use at the employee's discretion, but shall be allowed only in case of necessity and actual sickness or disability. The employee is required to notify employee's immediate supervisor or Police Chief according to department Rules and Regulations at the beginning of his/her daily duties. Every employee who is absent from his/her duties for two (2) consecutive work days shall file with the Human Resources Director should he/she so request, a physician's certificate or the employee's personal affidavit stating the cause of the illness or disability. The inability or refusal by said employee to furnish the requested information, as herein required, shall constitute good and sufficient cause for disciplinary action, including dismissal.

5.1.2 Sick Leave Accrual

All eligible full-time employees shall earn sick leave credits at the rate of eight (8) hours per month commencing with the date of employment (accrual pro-rated for P/T employees). Unused sick leave may be accumulated with no limit. A cap of twelve hundred (1200) hours shall be in effect for sick leave separation payoff purposes only.

5.1.3 Use of Sick Leave

An employee eligible for sick leave with pay will be granted such leave with the approval of the Police Chief for the following purposes:

1. Personal illnesses or illness within the immediate family (immediate family is defined as employee’s spouse, dependent children and/or employee’s parents), or physical incapacity resulting from causes beyond the employee’s control; or,

2. Enforced quarantine of the employee in accordance with community health regulations.
3. Medical appointments that cannot be scheduled during non-working hours shall be charged to sick leave, unless the employee is a sworn police officer.

5.1.4 Advance of Sick Leave

Whenever circumstances require, and with the approval of the City Manager, sick leave may be taken in advance of accrual up to a maximum determined by the City Manager, provided that any employee separated from the service who has been granted sick leave that is un-accrued at the time of such separation shall reimburse the City of all salary paid in connection with such un-accrued leave.

5.1.5 Service Credit for Sick Leave

Employees who are eligible to accrue sick leave and who retire from the City of San Rafael's Marin County Employee's Retirement System, on or after January 1, 2003, and within 120 days of leaving City employment (excludes deferred retirement), shall receive employment service credit, for retirement purposes only, for all hours of accrued, unused sick leave (exclusive of any sick leave hours said employee is eligible to receive and elects to receive in compensation at the time of retirement).

Note: Refer to Section 5.1.2, Sick Leave Accrual, for sick leave cap limitation for payoff purposes.

5.1.6 Compensation for Unused Portion

Upon separation from employment, by resignation, retirement or death, an employee who leaves the City in good standing shall receive compensation for all accrued, unused sick leave based upon the rate of three percent (3%) for each year of service up to a maximum of fifty percent (50%).

5.2 VACATION LEAVE

5.2.1 Eligibility

Annual vacation with pay shall be granted each eligible employee. Employees will be permitted to use accrued vacation leave after six (6) months of employment subject to the approval of the Police Chief.

5.2.2 Rate of Accrual

Vacation benefits shall accrue during the probationary period. Each regular full-time employee (part time regular are prorated) shall commence to accrue vacation at the following rate for continuous service:

- The first three (3) years of continuous employment shall earn ten (10) working days of vacation per year. Such entitlement shall accrue at the rate of five-sixths (5/6) days per month.
- From the beginning of the fourth (4th) year of service through the end of the tenth (10th) year of service, fifteen (15) working days of vacation per year. Such entitlement shall accrue at the rate of one and one fourth (1-1/4) days per month.
- From the beginning of the eleventh (11th) year of service through the fifteenth (15th) year, twenty (20) working days of vacation per year. Such entitlement shall accrue at the rate of one and two-thirds (1-2/3) day per month.
- From the beginning of the sixteenth (16th) year of service and beyond, twenty-five (25) working days of vacation per year. Such entitlement shall accrue at the rate of two and one-twelfth (2-1/12) days per month.

Vacation Accrual chart:

YEARS OF SERVICE	ACCRUAL PER YEAR	ACCRUAL PER MONTH
1 - 3 years	10 days or 80 hours	.83 days or 6.66 hours
4 - 10 years	15 days or 120 hours	1.25 days or 10 hours
11 - 15 years	20 days or 160 hours	1.67 days or 13.36 hours

16 + years	25 days or 200 hours	2.08 days or 16.68 hours
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When an employee is on an approved leave without pay, vacation accrual is prorated based upon paid hours in the pay period.

5.2.3 Administration of Vacation Leave

The City Manager, upon the recommendation of the Police Chief, may advance un-accrued vacation to any permanent regular and part time employee.

The time at which an employee may use his/her accrued vacation leave and the amount to be taken at any one time shall be determined by the employee’s Police Chief with particular regard for the needs of the City, but also, insofar as possible, considering the wishes of the employee.

In the event that one or more City holidays falls within an annual vacation leave, such holidays shall not be charged as vacation leave, unless the employee is on a schedule to be paid for designated holidays in lieu of days off.

Upon termination, an employee shall be compensated in cash at his/her current rate of pay for any vacation accrued but not taken, up to the maximum accrual cap, provided that the employee has successfully six months of continuous employment.

5.2.4 Vacation Sign-up

Vacation sign-ups shall occur every six months during the designated shift rotations as outlined in Section 6.1.2 of this MOU. Employees will sign up for vacation based on seniority within their assigned work unit using the Vacation Sign-Up Roster. Employees who do not sign up during shift rotation will be able to sign up for vacation beyond the traditional shift sign up period only if the desired week(s) are open and available.

Employees may take a single vacation day only if the following criteria are met:

1. The single day vacation is selected 120 hours prior to the date to be taken.
2. The single vacation day does not cause the employee’s assigned shift to go below the minimum staffing requirements.
3. The single vacation day may be denied between 120 and 71 hours in advance of the date to be taken if staffing is projected to fall below minimum staffing requirements due to additional employees using sick leave, comp time or for specific department needs.
4. If there are schedule changes due to additional employees using sick leave, comp time or other causes between 70 hours and the date to be taken, the department will honor the employee’s single vacation leave request and allow the employee to use the single vacation day.

The Parties agree to discuss the vacation sign-up process (Section 5.2.4) and CTO (Section 6.2.2) during the term of this Agreement. The Parties must mutually agree to any changes to either or both sections.

5.2.5 Vacation Cap

No employee may accrue more than 250 hours of vacation leave. Vacation accruals will resume once the employee’s accumulated vacation balance falls below the allowable cap limit.

Employees may, for special situations, i.e., extended medical leave, request an increase in their cap. Each request would need to be in writing, submitted through the department, and receive the approval of the Police Chief and the City Manager. Such requests would be reviewed on a case-by-case basis and would be evaluated based on the reason for the request. This additional vacation accrual could not exceed one-half of the employee’s regular annual vacation accrual. In no case would the addition over the cap be extended beyond one additional year from date of approval.

5.2.6 Vacation Cash-In

Vacation Conversion: An employee is eligible to request a conversion of vacation time to a cash payment in May or November in any fiscal year in accordance with the following:

An employee who has taken at least ten (10) days of vacation in the preceding twelve (12) months and has accrued vacation during that time may request up to seven (7) days of vacation conversion. Such requests may be granted at the discretion of the City Manager.

If the request is granted, May requests will be paid in the last pay period in June and November requests will be paid in the last pay period in December. Employees cannot cash in more than seven (7) days of vacation in any one twelve (12) month period.

5.3 HOLIDAYS

The following thirteen (13) holidays will be observed:

New Year's Day	Labor Day
Martin Luther King Day	Admission Day
Washington's Birthday	Veteran's Day
Lincoln's Birthday	Thanksgiving Day
Cesar Chavez Day	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	

All represented employees in the Police Department shall receive straight time compensation for every holiday worked or which falls on a regularly scheduled day off in each given year, which all other employees receive as time off. Said compensation shall be during the pay period that the holiday occurs~~paid twice each year on the first pay period of December and the first pay period of June.~~

5.4 OTHER LEAVE

5.4.1 Bereavement Leave

In the event of the death of an employee's spouse, registered domestic partner, child, parent, brother, sister, in-laws, grandparent, grandchild or relative who lives or has lived in the home of the employee to such an extent that the relative was considered a member of the immediate family and/or another individual who has a legal familial relationship to the employee and resided in the employee's household, up to three (3) days of accrued sick leave within the State and up to five (5) days of accrued sick leave out-of-state may be granted for bereavement leave.

In those cases where the death involves an individual who had such a relationship with the employee, as defined above, the employee shall sign a simple affidavit describing the relationship and submit this to the Police Chief as part of the request for bereavement leave.

5.4.2 Jury Duty

Employees required to report to jury duty shall be granted a leave of absence with pay from their assigned duties until released by the court, provided that the employee provides advance notice to the Police Chief and remits to the City all per diem service fees except mileage or subsistence allowance within thirty days from the termination of such duty.

5.4.3 Military Leave

Military leave shall be granted in accordance with the State of California Military and Veteran's Code as amended from time to time. All employees entitled to military leave shall give the Police Chief an opportunity, within the limits of military regulations, to determine when such leave shall be taken.

5.4.4 Leave of Absence Without Pay

Leave of absence without pay may be granted by the City Manager upon the written request of the employee. Applicable accrued leave must be exhausted prior to the granting of leave without pay.

5.4.5 Industrial Injury Leave

For benefits under Workers Compensation, an employee should report any on the job injury to his/her supervisor as soon as possible, preferably within twenty-four (24) hours. The Human Resources' office coordinates benefits for Worker's Compensation claims.

For further information, see the City's Workers' Compensation policy located on the Intranet (<https://intranet.cityofsanrafael.org>).

Employees of the City who have suffered any disability arising out of, and in the course of their employment as defined by the Worker's Compensation Insurance and Safety Act of the State of California are entitled to all benefits allowed them by the Workers' Compensation Insurance and Safety Act of the State of California.

NON-SAFETY EMPLOYEES

Temporary disability payments (TD) are made to all employees (full and part-time) when a physician reports an employee is unable to perform their job duties due to an industrial injury and the City cannot accommodate the restrictions mandated by their physician. TD is set by State law and is approximately two-thirds of full salary with state-mandated minimums and maximums. For full-time, regular employees, however, the City augments disability payments to bring them to full salary for the first three (3) calendar months and to $\frac{3}{4}$ pay for the next 6 months. Compensation leave payments shall not exceed the employee's regular full pay for the first three (3) calendar months and three-fourths ($\frac{3}{4}$) of the regular full pay for the following six (6) calendar months.

All other employees shall be entitled to such compensation as may be allowed them by the Worker's Compensation Insurance and Safety Act of the State of California.

SAFETY EMPLOYEES

Compensation leave payments are governed by Labor Code Section 4850. Labor Code Section 4850 provides that employees who sustain an industrial injury which precludes them from working are eligible to receive full salary for a period of up to one year during the period of such disability.

Sick Leave Usage Post Industrial Injury/Illness

The following rule applies to both Safety and Non-Safety personnel who have suffered an industrial injury/illness: Available accrued sick leave cannot be used for more than 60 calendar days after one of the following has been determined:

- The employee has reached maximum medical improvement and/or has been determined "permanent and stationary."
- The employee has been determined to be unable to return to their usual and customary occupation, with or without reasonable accommodation.

Given the above has occurred, next steps would include:

- The interactive process; attempt to locate other appropriate employment within the City
- If none available proceed with termination process, including disability retirement application and/or Skelly process, if appropriate.

5.4.6 Medical Leave of Absence

Family leave shall be granted in accordance with the federal Family and Medical Leave Act of 1993 and the California Family Rights Act of 1991. Requests for Family Care Leave are submitted to the Police Chief for approval and reviewed by the Human Resources Director for consistency with the law prior to approval. Employees approved for this type of leave must use appropriate accrued and unused vacation leave and/or compensatory time before going on leave without pay status. Accrued and unused sick leave may be used if requested. Sick leave usage is to be consistent with the sick leave provisions of the MOU; to be eligible for this family leave benefit, an employee must have

worked for the City of San Rafael for at least 12 months and have worked a minimum of 1,250 hours in the previous 12-month period. For details, please see the City's FMLA policy located on the Intranet.

5.4.7 Absence without Authorized Leave

An unauthorized absence of an employee for three consecutive workdays shall constitute grounds for termination.

5.4.8 Catastrophic Leave

All employees of the Police Department should refer to City-Wide Catastrophic Leave Policy located on the City's Intranet (<https://intranet.cityofsanrafael.org>).

6 TERMS & CONDITIONS OF EMPLOYMENT

6.1 HOURS OF WORK/FLSA WORK PERIOD

The work period for personnel assigned to patrol is pursuant to a 21-day Section 207(k) of the FLSA, which begins and ends at 5:00 a.m. shift change. The work period for all other personnel is seven days, Sunday through Saturday of each calendar week, starting at midnight on the first day of the period and ending one minute before midnight on the last day of the period. For the Police Department the established workweek shall be 0001 Sunday through 2400 hours Saturday. An employee's normal total number of work hours per year shall be 2080 hours.

The parties may reopen negotiations during the term of the Agreement to negotiate the City's administration of a new payroll system and/or changes made to comply with a 28-day FLSA work period. Any changes to mandatory subjects of bargaining during the term of the MOU will be implemented subject to mutual agreement.

6.1.1 Alternate Work Weeks

Both parties agree that at the discretion of the Police Chief, alternative work schedules which include a total of 2,080 annual working hours, if mutually agreed to, may be implemented for designated periods of time for all represented employees for the lifetime of this MOU; any new alternative work schedule established during the term of this MOU shall initially be established on a six-month trial basis. During the trial period if there is a significant increase in overtime costs attributable to the trial plan, or significant increases in sick leave usage or workers compensation claims the department may opt to stop the trial work schedule.

For illustration and definition purposes the following chart is prepared:

Schedule	Definition
4-10	Four (4) consecutive ten (10) hour days with three (3) consecutive days off.
5-8	Five (5) consecutive eight (8) hour days with two (2) consecutive days off.
3-12	The standard work period will consist of 156 hours of work in a 28-day period, broken into thirteen (13) twelve (12) hour days. The standard work cycle consists of working alternately, three (3) consecutive days in a seven-day period, then four (4) consecutive days in a seven day period. Each member will be given an extra twelve (12) hour day off during each 28-day period to ensure that no more than thirteen days are worked. This extra day off may be different for each employee on a given team to ensure adequate daily staffing. This extra day off will coincide with the employees' regular days off. As a result of working 156 hours in each 28-day period instead of the standard 160 hours, each member will owe the City 4 hours. The City and the Police Association agree to allow each member to bank these 4 hours for three 28-day periods, for a total of twelve (12) hours. Each member would be required to pay back these hours by working a scheduled day off selected by the Department. The scheduled pay back would be for training or other assignments as required by the Department.

4-4	Four (4) consecutive ten (10) hour days with four (4) consecutive days off. Each employee will work three-hundred twenty (320) hours of work within an eight-week cycle.
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The following Alternative work schedules are currently being used:

PATROL:

The shifts listed are basic shifts that must be filled in order to meet the minimum staffing levels. If an officer filling one of those shifts is absent for a period of a week or longer, another officer may be required to change shifts to fill the vacancy in accordance with the existing provisions of the MOU regarding changes of assignments.

The rosters anticipate a minimum of twenty-seven officers being assigned to patrol in a duty status in the indicated shifts. In the event twenty-seven officers are not available, the department may opt to return to five eight-hour shifts per week for all patrol officers.

It is the department's intent to match staffing levels with calls for service. If calls for service change, the department may alter the hours of shifts to meet the change.

DETECTIVES:

A 4-10 or 5-8 plan for all detectives with the approval of the Bureau Commander.

FRONT OFFICE:

A system combining 5-8/4-10 for all front office Records Clerks.

COMMUNICATIONS DISPATCHERS:

1. Alternate Work Schedules for Communications Dispatchers include a 4-4 plan, a 4-10 plan or a 3-12 plan. Depending on department needs, some dispatchers may be assigned to work a 4-4 schedule while others may be assigned to a 4-10 schedule or a 3-12 schedule.
2. Under the 3-12 plan, Dispatchers will be required to work the following three-week schedule: Week 1 - three (3) 12-hour days; Week 2 - three (3) 12-hour days; and Week 3 - four (4) 12-hour days. The fourth 12-hour day in Week 3 is to be determined by the Division Captain and Dispatch Supervisor as part of the rotation schedule.
3. Overtime shall be earned in accordance with the FLSA, meaning that: a) only actual work hours are counted toward overtime; b) only actual work over 40 hours in the City's workweek are paid pursuant to FLSA requirements; and c) all actual work over 40 hours in the City's workweek will be paid at a rate of 1.5 times the individual employee's ~~normal-regular~~ hourly rate of pay.
4. Non-FLSA overtime will also be earned if a Dispatcher on a 3-12 schedule works over his or her scheduled work day or work week (e.g. more than 12 hours on a single day or more than 36 hours in a work week where the employee was scheduled to work three (3) 12-hour shifts, or more than 48 hours in the work week in which the Dispatcher is scheduled to work four (4) 12-hour shifts). The City will use the premium portion of any non-FLSA overtime premium pay due in any specific workweek to offset any FLSA overtime premium due in the same work week.

The 3-12 Alternate Work Schedule will not have any impact on holiday pay, sick, and vacation accrual rates. However, any holiday, sick, and vacation days off will be deducted for the number of hours scheduled to work, i.e. a sick day under the 3-12 plan will result in the deduction of twelve (12) hours of sick time.

6.1.2 Shift Rotation

Both parties agree that at the discretion of the Police Chief, the starting dates for the rotation, if mutually agreed to, may be changed for a designated rotation for all represented employees for the life of this MOU.

For members of the Patrol Bureau and Information Services Bureau, the spring rotation shall begin on the Sunday nearest the 15th of March and the fall rotation shall begin on the Sunday nearest the 15th of September. If the members of the Patrol Bureau or Information Services Bureau are working a 3-12 schedule, which operates on three-week cycles, then the Spring rotation shall begin on the Sunday nearest to the 15th of March following a completed three-week cycle and the Fall rotation shall begin on the Sunday nearest to the 15th of September following a completed three-week cycle.

Sergeants assigned to Patrol may select their shift by seniority, within rank. This paragraph shall not apply to probationary Sergeants. Probationary Sergeants shall be assigned at the discretion of the Division Captain, and any remaining open Sergeant slots shall be filled by seniority, within rank.

Corporals assigned to Patrol may select their shift by seniority, within rank. This paragraph shall not apply to probationary Corporals. Probationary Corporals shall be assigned at the discretion of the Division Captain, and any remaining open Corporal slots shall be filled by seniority, within rank.

Officers assigned to Patrol and not on probation may select their shift by seniority, within rank. This paragraph shall not apply to probationary Officers. Probationary Officers shall be assigned at the discretion of the Division Captain, and any remaining open Officer slots shall be filled by seniority, within rank.

Police Call Taker & Records Specialists work group working in the Records Unit will have the option to rotate three times per year: on the Sunday nearest the 15th of January; on the Sunday nearest the 15th of May; and on the Sunday nearest the 15th of September. This will begin at the September 2011 rotation. This practice will be at the discretion of the Chief of Police.

6.1.3 *Patrol Briefing*

Patrol briefing periods will be conducted within Patrol employees designated shifts.

6.1.4 *Employee Break and Meal Periods*

Employee break and meal periods are as follows:

Uniformed Patrol employees: One 15-minute break in first half of shift and one 45-minute meal period as scheduled and approved by the designated supervisor.

All other employees: One 15-minute break to be taken in the first half of the shift, one fifteen-minute break to be taken in the second half of the shift, and one 30-minute meal period as scheduled and approved by the designated supervisor. Combination of meal and break period must have prior supervisory approval.

No changes will be made in break and meal periods that would alter an employee's regularly scheduled working time without the advance approval from the employee's supervisor.

Break and meal periods are paid time and, as such, departmental needs will take priority. In the event that work demands preclude an employee from taking his or her break, and/or meal period, the employee will not be eligible for overtime compensation.

6.2 OVERTIME

6.2.1 *Overtime*

All represented employees who ~~are required to work in excess of their basic work day~~ work overtime shall on forms provided by the Police Department designate whether they want the time accrued as compensatory time (C.T.) or paid as overtime at the rate of time and one-half. After initial selection (O/T pay vs. C.T.) if an employee wants to convert compensatory time to cash, or vice versa, the employee must submit a written request to the Police Chief and approval shall be at the discretion of the Police Chief.

Employees may accrue up to 200 hours of compensatory time at any time. However, employees may only use up to 120 hours of comp time each calendar year unless the Police Chief or the Chief's

expressed designee approves additional comp time use up to the employee's 200-hour accrual cap. Approval to use comp time in excess of the 120-hour cap will generally only occur for catastrophic or other significant unforeseen circumstances. Employees who have a comp time balance in excess of the 200-hour cap will receive pay in lieu of continued carrying of these hours from the City on the next available pay check. At the end of the calendar year, any unused accrued comp time may be carried over to the next calendar year and said balance would affect the employees' ability to accrue additional comp time.

Before any Sergeant will be allowed to work an overtime shift replacing a beat officer, the overtime opportunity shall be posted for forty-eight (48) hours to allow officers to sign up. Only if officers fail to sign up, or the need to replace a beat officer arises with less than forty-eight (48) hours notice, will sergeants be given the opportunity to work overtime in place of an officer/corporal. This restriction shall not apply to special events or foot beat duty.

Both parties agree that any changes in the overtime provisions of this MOU are subject to the meet and confer process.

All entry-level probationary employees shall not be allowed to accrue and bank any compensatory time until they have successfully completed their training program. Any overtime worked during their training program shall be paid at time and a half. This section does not apply to any employee that is promoted within the police department, and due to that promotion, is required to complete a training program. Promoted employees may elect to accrue and bank compensatory time or have such time paid at time and a half.

6.2.2 Requests for Compensatory Time Off

In the event that the granting of a request for compensatory time off creates one or more vacancies which bring the shift below the minimum staffing level or which otherwise needs to be filled, then the current practice will be utilized as follows: The supervisor will post the vacant slot(s) to be voluntarily back-filled with overtime. If one or more vacancies still exist then the supervisor will 1) assign personnel from the previous shift to hold over at the overtime rate, and/or 2) assign personnel from the following shift to report early at the overtime rate, and/or, in civilian work units, 3) assign personnel to work on their day(s) off.

All employees shall be granted compensatory time off when submitted at least 72 hours in advance of the requested time off. If an employee makes a request for compensatory time off with less than 72 hours advance notice and this request does not bring the shift below one above minimum staffing, then the employee shall be granted the time off. If the granting of the request would bring the shift to minimum staffing then the granting of the request would be at the discretion of the Police Chief or his designee.

The Parties agree to discuss the vacation sign-up process (Section 5.2.4) and CTO (Section 6.2.2) during the term of this Agreement. The Parties must mutually agree to any changes to either or both sections.

6.3 SHIFT CHANGES

Changes in the days or hours of the regular work schedule of an employee shall entitle such employee to be additionally compensated at one-half (1/2) their hourly pay rate for each hour worked outside their regular schedule unless the City has given the employee a minimum of seven (7) full days (or 168 hours) advance notice of such a change. No advance notice to employees by the City of shift change shall be required and no additional compensation shall be paid when shift changes occur as a result of work related emergencies, i.e., multiple sicknesses, disabilities or injuries; an unplanned for vacancy or shortage occurring less than seven days in advance of the shift change if the employee is given a minimum of twelve hours advance notice or at the specific request of an employee. If a shift change is due to work related illness or accident, it shall be considered an emergency and no overtime will be paid.

Vacancies of less than one workweek will be filled by overtime rather than shift changes.

This section shall not apply to personnel shortages arising from mutual aid requests, states of emergency declared by the Mayor, Board of Supervisors, Governor or the President or unplanned for critical incidents or situations of more than twenty-four hours duration.

6.4 PROBATIONARY PERIOD

6.4.1 Purpose of Probation

After passing an examination and accepting appointment, each employee shall serve a period of probation beginning on the date of appointment. Such period shall be for the purpose of determining the employee's ability to perform satisfactorily the duties prescribed for the position.

6.4.2 Length of Probationary Period

The probationary period on original appointments shall be eighteen (18) months. The probationary period on promotional appointments shall be twelve (12) months- for internal promotions from:

- Police Officer to Police Corporal
- Police Corporal to Police Sergeant
- Dispatcher to Lead Dispatcher
- Lead Dispatcher to Dispatch Supervisor
- Records Specialist/Call Taker to Records Supervisor

All other internal promotions shall be subject to an eighteen (18) month probationary period.

6.4.3 Rejection During Probation

During the probationary period, an employee may be rejected at any time by the Appointing Authority without the right of appeal; except as otherwise provided for by the Public Safety Officers Bill of Rights Act, Government Code 3300, et.seq. for sworn officers, and as provided for in applicable existing case law concerning appeal rights/remedies of probationary employees.

6.4.4 Extension of Probationary Period

The probationary period shall not be extended except in the case of extended illness or injury or compelling personal situation during which time the employee was unable to work. In such cases, the probationary period may be extended for the length of time the ill or injured employee was unable to work.

6.4.5 Notification of Rejection or Extension

Upon determining that a probationary employee's work is not satisfactory, the Police Chief shall notify the Human Resources Director in writing of his/her intention to terminate the employee.

After discussion with the Human Resources Director, the Police Chief shall notify the employee in writing of the extension or rejection.

6.4.6 Regular Status

Regular status shall commence with the day following the expiration date of the probationary period.

6.4.7 Promotion of Probationary Employee

An employee serving a probationary period may be promoted to a higher position classification provided the employee is certified from the appropriate Eligible List. The employee promoted in this manner shall serve a new probationary period for the position to which employee is promoted and the new probationary period and promotional appointment shall be effective the same date.

6.4.8 Unsuccessful Passage of Promotional Probation

An employee who does not successfully pass the promotional probationary period shall be reinstated to the position in which the employee held regular status prior to his/her promotion. Provided, however, that

if the cause for not passing the promotional probationary period was sufficient grounds for dismissal, the employee shall be subject to dismissal without reinstatement to the lower position.

6.5 PERSONNEL RULES & REGULATIONS

Both parties agree to the most updated Personnel Rules and Regulations that exist on July 1, 2011 for the purposes of this agreement, which are available on the City's intranet website. In the event that conditions appear in both the Rules and Regulations and the MOU, the MOU prevails.

6.5.1 Employer-Employee Resolution

The City and the Association agree to abide by the City of San Rafael's Employer-Employee Relations Resolution.

6.5.2 Drug and Alcohol Policy

The City and Association jointly recognize alcoholism and drug abuse as illnesses, which may be treatable. The parties are concerned regarding alcoholism and drug problems which cause poor attendance and unsatisfactory employment related performance and/or which may pose a danger to employees or the public. Therefore, the City and Association endorse the concept of a drug free work place.

Possession, sale, use, or being under the influence of drugs or alcohol while on the job is strictly prohibited. Employees violating this policy are subject to discipline, up to and including termination. When reasonable cause (relates to readiness and/or ability to perform job responsibilities) exists, the City may require employees to submit to a medical examination, including but not limited to a urine or blood analysis, to determine whether the employee is using drugs or alcohol. Said testing shall occur on City time and be paid for by the City. An employee's failure to submit to a medical examination will be considered an act of insubordination, and therefore, subject to disciplinary action.

Depending on the circumstances causing the order for medical examination, employees testing positive may be subject to discipline, up to and including termination. Upon being informed that the employee tested positive, the employee may request a meeting with the Human Resources Director and the Police Chief to review the test results and provide the employee's explanation for such results.

Employees are encouraged to voluntarily participate in the City sponsored employee assistance program (EAP). However, EAP participation may be a City-mandated alternative to disciplinary action arising out of a violation of the City's drug and alcohol policy.

As a course of participating in the EAP on a mandated basis, an employee may be required to enter into a "return to work agreement," with the City. Said agreement shall stipulate ongoing freedom from drug and/or alcohol use as a condition of continued employment.

Employees who seek voluntary assistance for alcohol and/or substance will not be disciplined for seeking such assistance. Requests from employees to the Police Chief for such assistance shall remain confidential and shall not be revealed to other employees or management personnel, who do not have a need to know, without the employee's consent. Employees enrolled in substance abuse programs shall be subject to all Employer rules, regulations and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

An employee who is disciplined/discharged for inappropriate alcohol and/or drug use may appeal such action pursuant to Section 7.3.2 of the Memorandum of Understanding.

6.5.3 Outside Employment Policy

All employees of the Police Department should refer to City wide policy located on the City's Intranet (<https://intranet.cityofsanrafael.org>) for policies and procedures related to outside employment.

6.5.4 Harassment Policy

It is the City's intent and purpose to provide all officials, employees, applicants and contractors with an environment that is free from any form of harassment, discrimination or retaliation. Employees shall refer to the City Policy against Harassment, Discrimination and Retaliation which is available on the City's Intranet website.

6.5.5 *Wireless Communication Policy*

Union members agree to adhere to the provisions of the City's Wireless Communication Policy which is available on the City's Intranet Website.

6.5.6 *Medical Standards*

Attachments to the City of San Rafael's official job class specifications have been developed by Rehab 90 to describe the activity and frequency of the activities performed by the employee in the course and scope of their job classification. These descriptions are available for review by the employee's treating physician to assist the physician in determining whether the employee is able to return to his/her job after an absence due to an injury or illness.

6.5.7 *Temporary Light Duty Policy Statement*

The purpose of this temporary light duty program is to minimize the losses of productive time, while at the same time reintroducing the employee to work sooner to prevent deterioration of skills, facilitate recovery and reduce income loss. Light duty assignments will be structured so that employees are not placed in a duty status that would aggravate or incur an injury or illness. Light duty assignments are to be limited to temporary periods and are not to be used to create a permanent light duty assignment.

1. Coverage

Any employee who suffers a temporary and partial disability due to an industrial or non-industrial injury or illness will be covered by this light duty program.

2. Determination/Required Reports

- a. Light Duty assignments may be made following evaluation and determination by the Police Chief. The determination will be based on available medical information, and consultation with the employee or the affected supervisor. Determination will also be based on the needs of the City and the impact of light duty departmental operations.
- b. After the initial report, updated medical reports shall be submitted to the Police Chief at two-week intervals, or at other agreed upon intervals, for as long as the employee is off work. Reports will be required for all industrial or non-industrial injuries or illnesses regardless of whether or not a light duty assignment has been made.
- c. Reports will be evaluated by the Police Chief for purposes of continuing or terminating a current light duty assignment or to determine when to commence a light duty assignment.

3. Light Duty Assignments - Definitions/Restrictions

- a. Light duty assignments may consist of reduced work hours, limited work or any combination thereof.
- b. Light duty assignments will not adversely affect the employee's normal wage rate or retirement benefits.
- c. Light duty assignments will be within the employee's assigned department and will involve work which is consistent with the duties of the employee's classification.
- d. When feasible, light duty assignments will be during the employee's normal shift and duty hours. However, if it is determined that no useful work will be performed during the normal shift or duty hours, the employee will be assigned light duty during normal office hours of 8:00 a.m. to 5:00 p.m. Monday through Friday.

- e. Specific light duty assignments will be developed based upon a case-by-case review of the medical restrictions, so as not to aggravate or incur an injury or illness.
- f. Employees will not be placed in light duty assignments that in the normal course of events will require that they provide direct field emergency response.

4. Holidays/Vacations

- a. Holidays shall be observed in accordance with the light duty assignment work hours and workweek. That is, if an employee is assigned to work hours in a department, division, or operating unit where employees in that work unit take the holiday off, so shall the light duty employee. If the employee is assigned to work hours on a work holiday, so shall the light duty employee. Compensation for holidays shall be in accordance with applicable Memorandum of Understanding or the Personnel Rules and Regulations.
- b. Employees assigned to light duty shall take their assigned (selected) vacation as normally scheduled. Vacations shall cover the same number of duty and calendar days as would have been enjoyed by the employee if they had remained on full duty. Employees may reschedule their assigned (selected) vacation with the approval of the Police Chief, provided the rescheduling does not result in increased costs or lost time to the City for relief personnel to cover the rescheduled vacation.

5. Return to Full Duty

Employees will be returned to full duty as soon as possible following medical certification that the employee is able to resume the full duties of his or her classification.

6.5.8 Reinstatement

Reinstatement after resignation shall be considered as new employment. Reinstatement may only be made upon request to the Police Chief if the individual has:

- 1. Left City service within the prior twenty-four (24) months.

and

- 2. Left City service in good standing. Good standing shall be defined for the purposes of reinstatement as: "The employee having provided in writing to the Department two weeks notice of their resignation".

6.6 MISCELLANEOUS

6.6.1 *Gratuities / Solicitation of Contributions*

All employees of the Police Department should refer to Departmental General Orders for the policy and procedures related to gratuities/solicitation of contributions.

6.6.2 *Return of City Equipment*

Upon termination of employment, all City property assigned to an employee shall be returned to the employee's supervisor.

6.6.3 *Political Activity*

The political activity of City employees shall comply with pertinent provisions of State and Federal Law.

6.6.4 *Employment of Relatives*

The City retains the right:

- 1. To refuse to place one party to a relationship under the direct supervision of the other party to a relationship where such has the potential for creating adverse impact on supervision, safety, security or morale.

2. To refuse to place both parties to a relationship in the same Bureau or shift where such has the potential for creating adverse impact on supervision, safety, security, or morale or involves potential conflicts of interest.

6.6.5 *Labor / Management Advisory Meetings*

During the term of the Agreement, the City and the Association agree that consultation meetings may contribute to improved employer-employee relations.

The committee shall be comprised of three (3) representatives from the San Rafael Police Association and three (3) from City Management. The parties agree that committee members may change depending on the subject matter.

Meetings may be requested by either party. The party requesting the meeting shall submit a proposed agenda and the receiving party shall acknowledge and confirm the date, time and location of the requested meeting.

6.6.6 *Gym Membership Reimbursement*

Employees are eligible to receive up to \$50 reimbursement per month for paid gym memberships. Such reimbursement shall be paid once per year by the City in a lump-sum check and reported as taxable income to the employee.

7 PROCEDURES

7.1 DEMOTION & SUSPENSION

7.1.1 Demotion

The Police Chief or designee may demote an employee when the following occurs:

- A. The employee fails to perform his/her required duties;
- B. The need for a position which an employee fills no longer exists;
- C. An employee requests such a demotion.

No employee shall be demoted to a classification for which he/she does not possess the minimum qualifications.

When the action is initiated by the Police Chief, written notice of demotion shall be provided to an employee at least ten (10) working days before the effective date of the demotion, and a copy filed with the Human Resources Director. Withholding a salary step increase or withdrawing a merit step increase within or above the salary range of the employee's position shall not be deemed a demotion.

Disciplinary demotion action shall be in accordance with Article 7.3, "Disciplinary Action."

7.1.2 Suspension

The Police Chief or designee may suspend an employee from a position at any time for disciplinary purpose. Intended suspension action shall be reported immediately to the Human Resources Director, and shall be taken in accordance with Article 7.3, "Disciplinary Action."

7.2 TERMINATION OF EMPLOYMENT

7.2.1 Resignation

An employee wishing to leave the City service in good standing shall file with his/her immediate supervisor, at least fourteen (14) days before leaving the service, a written resignation stating the effective date and reason for leaving. A copy of the resignation shall be forwarded to the Police Chief and Human Resources Department.

7.2.2 Termination - Layoff

The Appointing Authority may terminate an employee because of changes in duties or organization, or abolition of position, or shortage of work or funds, or completion of work for which employment was made.

7.2.3 Termination - Disciplinary Action

An employee may be terminated at any time for disciplinary action, as provided in Article 7.3, "Disciplinary Action."

7.2.4 Retirement

Retirement from the City services shall, except as otherwise provided, be subject to the terms and conditions of the City's contract as amended from time to time, with the Marin County Retirement System.

7.3 DISCIPLINARY ACTION

7.3.1 Right to Discipline & Discharge

Disciplinary action shall mean discharge/dismissal, demotion, reduction in salary, suspension resulting in loss of pay, transfer for purposes of punishment, and written reprimand.

The City shall have the right to discharge or discipline any employee for dishonesty, insubordination, drunkenness, incompetence, negligence, failure to perform work as required or to observe the Department's safety rules and regulations or for engaging in strikes, individual or group slowdowns or work stoppages, or refusal to accept overtime, or for violating or ordering the violation of the Memorandum of Understanding.

The City may discipline or discharge an employee for the following:

- a. Fraud in securing appointment.
- b. Negligence of duty.
- c. Violation of safety rules.
- d. Unacceptable attendance record, including tardiness, overstaying lunch or break periods.
- e. Possession, Distribution or under the influence of alcoholic beverages, non-prescribed or unauthorized narcotics or dangerous drugs during working hours.
- f. Inability, unwillingness, refusal or failure to perform work as assigned, required or directed.
- g. Unauthorized soliciting on City property or time.
- h. Conviction of a felony or conviction of a misdemeanor involving moral turpitude.
- i. Unacceptable behavior toward the general public or fellow employees or officers of the City.
- j. Falsifying employment application materials, time reports, records, or payroll documents or other City records.
- k. Disobedience to proper authority.
- l. Misuses of City property.
- m. Violation of any of the provisions of these working rules and regulations or departmental rules and regulations.
- n. Disorderly conduct, participation in fights, horseplay or brawls.
- o. Dishonesty or theft.
- p. Establishment of a pattern of violations of any City policy or rules and regulations over an extended period of time in which a specific incident in and of itself would not warrant disciplinary action, however, the cumulative effect would warrant such action.
- q. Failure to perform to an acceptable level of work quality and quantity.
- r. Insubordination.
- s. Other acts inimical to the public service.

- t. Inability or refusal to provide medical statement on cause of illness or disability.

7.3.2 Appeals

If an employee believes he or she has been unjustly disciplined/discharged, he or she shall have the right to appeal his or her case through the appropriate procedure. A transfer for purpose of punishment not resulting in economic loss and a written reprimand shall only be appealable up to the level of the City Manager or "his/her designee and not eligible for arbitration. Discharge/dismissal, demotion, reduction in salary, suspension resulting in loss of pay, and transfer for purposes of punishment resulting in economic loss shall be appealable up to the level of arbitration. Such appeal must be filed with the City Manager by the employee in writing within five (5) working days from the date of receipt of the notice of discipline/discharge letter and unless so filed the right of appeal is lost.

7.3.3 City Manager and Arbitration

The employee (Appellant) may request the appeal be heard by the City Manager or may request arbitration. If arbitration is requested, representatives of the City and the employee (Appellant) shall meet promptly to select a mutually acceptable arbitrator, and to the extent possible for both parties the selection of the arbitrator should be made within 60 days of the request for arbitration. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the Association and the City.

A hearing before the arbitrator shall be held within sixty days of the selection of the Arbitrator unless the mutually acceptable Arbitrator's schedule does not so permit. The arbitrator shall not have the power to amend or modify either party's position; but shall rule on the merits of each party's case as presented during the hearing. Decisions of the Arbitrator on matters properly before them shall be final and binding on the parties hereto, to the extent permitted by the Charter of the City.

7.4 GRIEVANCE PROCEDURE

7.4.1 Definition

A grievance is any dispute, which involves the interpretation or application of any provision of this Memorandum of Understanding.

7.4.2 Initial Discussions

Any employee who believes that he or she has a grievance may discuss his or her complaint with the top management official in the Police Department or with such subordinate management official as the Police Chief may designate. If the issue is not resolved within five (5) working days in the Department, or if the employee elects to submit his or her grievance directly to an official of the employee organization which is formally recognized as the representative of the classification to which he or she is assigned, the procedures hereafter specified may be invoked.

7.4.3 Referral to the City Manager

Any employee or any official of the employee organization which has been formally recognized by the City and which has jurisdiction over any position directly affected by the grievance may notify the City Manager and Police Chief in writing that a grievance exists, and in such notification, state the particulars of the grievance and, if possible, the nature of the determination which is desired. No grievance may be processed under Section 7.4.4 below which has not first been heard and investigated in pursuance of Section 7.4.2. A grievance which remains unresolved thirty (30) calendar days after it has been submitted in writing may be referred to the next step (see Section 7.4.4).

Any time limit may be extended to a definite date by mutual agreement of the Association and the appropriate management representative.

7.4.4 City Manager and Arbitration

If the grievance is not resolved at the previous step, the grievant, the Association, or the City may, after completion of the previous step in the grievance procedure, submit the grievance by written notice to the City Manager. If arbitration is requested, representatives of the City and the Association shall meet

promptly to select a mutually acceptable arbitrator. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the Union and the City. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any. A hearing before the arbitrator shall be held within sixty days of the selection of the Arbitrator unless the mutually accepted Arbitrator's schedule does not so permit, and the arbitrator shall render a decision, within sixty days of the completion of the hearing unless the Arbitrator's schedule does not so permit, which is binding on the parties hereto, to the extent permitted by the Charter of the City.

7.4.5 No Abridgement of Other Rights of Appeal

The provisions of this grievance procedure shall not abridge on rights granted to employees under the City Charter or City ordinances, resolutions, rules and regulations providing other procedures for resolving disputes, except that an employee may not submit a grievance to an arbitrator in accordance with this grievance procedure if the employee has elected to use another procedure available under the City Charter or City ordinances, resolutions, rules and regulations for the resolution of his or her grievance.

If an employee feels he or she has been unjustly discharged/disciplined, the employee shall have the right to appeal his/her case pursuant to Section 7.3.2. Such appeals must be filed in writing within five (5) working days from date of receipt of the notice letter of discharge/discipline and unless so filed the right of appeal is lost, but, in the event that the dispute is carried to arbitration and that such employee is found to have been properly discharged/disciplined under the provisions of Article 7.3, such employee may not be ordered reinstated and no penalty may be assessed upon the Employer. The arbitrator shall not have the power to amend or modify either party's position; but shall rule on the merits of each party's case as presented during the hearing.

In addition to the arbitrators proposed by the State Mediation and Conciliation Service, the parties shall be free to select from a pool of arbitrators mutually agreed to by the City and the Association. The parties shall continue to meet and confer, after the adoption of this MOU on a mutually agreeable panel of arbitrators. Once agreed to the panel shall be identified by side letter to the MOU.

7.4.6 Pay Claims

All complaints involving or concerning payment of compensation shall be filed in writing and no adjustments shall be retroactive for more than thirty (30) days from the date of filing.

7.4.7 Matters Excluded from the Grievance Procedure of the Memorandum of Understanding

In those cases where the matter concerns any rule or policy or administrative procedure of the City contained in the City Charter, the Personnel Ordinance, or the Personnel Rules and Regulations which are adopted pursuant to the City Charter, the appeal procedures contained therein shall be utilized.

7.5 POSITION RECLASSIFICATION

Reclassification of positions covered by this MOU shall be in accordance with the City's Reclassification Policy available on the City's Intranet website.

7.6 REDUCTION IN FORCE

7.6.1 Notice

Employees designated for layoff or demotion due to a reduction in force shall be notified in writing at least thirty (30) calendar days prior to the anticipated date of termination or demotion. The employee organization shall also be so notified.

7.6.2 Order of Layoff

In reduction of forces, the last employee hired shall be the first employee laid off, and in rehiring, the last employee laid off shall be the first employee rehired until the list of former employees is exhausted; provided that the employee retained or rehired is capable, in the opinion of the City, to perform the work required. An employee laid off from City services prior to being rehired must pass the physical

examination administered by a City-appointed physician and must pass the background check administered by the Police Department. The names of employees laid off shall be placed on a Re-employment Eligible List as hereinafter specified.

7.6.3 Re-Employment Eligibility List

The Re-employment Eligible List shall consist of the names of employees and former employees having probationary or permanent status that was laid off in that classification. The rank order on such list shall be determined by relative seniority as specified above. Such list shall take precedence over all other eligible lists in making appointments to the classification in which the employee worked.

Employees who did not complete their probationary period prior to being laid off; if re-employed must complete their probationary period. The employee may petition to the Police Chief for early release from this probationary period.

The name of any person laid off shall continue on the appropriate Re-employment Eligible List for a period of one (1) year after it is placed thereon. The names of any eligible employees on a Re-employment Eligible List shall be automatically removed from said list at the expiration of the appropriate period of eligibility.

SAN RAFAEL POLICE ASSOCIATION:

CITY OF SAN RAFAEL:

John Noble, SRPA Representative

**Tim Davis, Lead Negotiator
Attorney, Burke Williams & Sorensen**

Carl Huber, President

Cristine Alilovich, Assistant City Manager

Alex Holm

Stacey Peterson, Human Resources Director

Christopher Fuller

Sylvia Gonzalez-Shelton, HR Coordinator

Date

Date

**SAN RAFAEL POLICE ASSOCIATION
SALARY SCHEDULE
Effective September 16, 2018**

Grade*	Position		Entry Level Step A1	A	B	C	D	E
6203	COMMUNITY SERVICE OFFICER	Annually	\$ 59,780	\$ 62,767	\$ 65,900	\$ 69,205	\$ 72,657	\$ 76,292
		Monthly	\$ 4,982	\$ 5,231	\$ 5,492	\$ 5,767	\$ 6,055	\$ 6,358
		Hourly	\$ 28.7405	\$ 30.1763	\$ 31.6828	\$ 33.2716	\$ 34.9311	\$ 36.6788
6207	MENTAL HEALTH OUTREACH PROVIDER	Annually	\$ 66,255	\$ 69,572	\$ 73,048	\$ 76,696	\$ 80,539	\$ 84,566
		Monthly	\$ 5,521	\$ 5,798	\$ 6,087	\$ 6,391	\$ 6,712	\$ 7,047
		Hourly	\$ 31.8534	\$ 33.4482	\$ 35.1194	\$ 36.8730	\$ 38.7208	\$ 40.6568
6202	POLICE ADMINISTRATIVE TECHNICIAN	Annually	\$ 61,237	\$ 64,297	\$ 67,516	\$ 70,882	\$ 74,431	\$ 78,152
		Monthly	\$ 5,103	\$ 5,358	\$ 5,626	\$ 5,907	\$ 6,203	\$ 6,513
		Hourly	\$ 29.4407	\$ 30.9119	\$ 32.4595	\$ 34.0778	\$ 35.7843	\$ 37.5733
9420	POLICE CADET	Annually	\$ 27,944	\$ 29,339	\$ 30,808	\$ 32,350	\$ 33,966	\$ 35,667
		Monthly	\$ 2,329	\$ 2,445	\$ 2,567	\$ 2,696	\$ 2,831	\$ 2,972
		Hourly	\$ 13.4346	\$ 14.1054	\$ 14.8116	\$ 15.5530	\$ 16.3298	\$ 17.1478
2121	POLICE CALL TAKER & RECORDS SPECIALIST	Annually	\$ 57,540	\$ 60,417	\$ 63,440	\$ 66,610	\$ 69,939	\$ 73,440
		Monthly	\$ 4,795	\$ 5,035	\$ 5,287	\$ 5,551	\$ 5,828	\$ 6,120
		Hourly	\$ 27.6636	\$ 29.0465	\$ 30.5000	\$ 32.0241	\$ 33.6247	\$ 35.3077
6201	POLICE SUPPORT SERVICES SUPERVISOR	Annually	N/A	\$ 90,955	\$ 95,509	\$ 100,282	\$ 105,301	\$ 110,564
		Monthly	N/A	\$ 7,580	\$ 7,959	\$ 8,357	\$ 8,775	\$ 9,214
		Hourly	N/A	\$ 43.7286	\$ 45.9177	\$ 48.2127	\$ 50.6253	\$ 53.1557
9622	POLICE COMMUNICATIONS DISPATCH TRAINEE	Annually	\$ 50,208	\$ 52,730	\$ 55,362	\$ 58,128	\$ 61,041	\$ 64,089
		Monthly	\$ 4,184	\$ 4,394	\$ 4,613	\$ 4,844	\$ 5,087	\$ 5,341
		Hourly	\$ 24.1387	\$ 25.3509	\$ 26.6161	\$ 27.9460	\$ 29.3466	\$ 30.8118
6205	POLICE COMMUNICATIONS DISPATCHER	Annually	\$ 62,779	\$ 65,912	\$ 69,217	\$ 72,669	\$ 76,304	\$ 80,123
		Monthly	\$ 5,232	\$ 5,493	\$ 5,768	\$ 6,056	\$ 6,359	\$ 6,677
		Hourly	\$ 30.1822	\$ 31.6887	\$ 33.2775	\$ 34.9370	\$ 36.6847	\$ 38.5207
6215	POLICE LEAD COMMUNICATIONS DISPATCHER	Annually	N/A	\$ 70,857	\$ 74,407	\$ 78,128	\$ 82,032	\$ 86,133
		Monthly	N/A	\$ 5,905	\$ 6,201	\$ 6,511	\$ 6,836	\$ 7,178
		Hourly	N/A	\$ 34.0660	\$ 35.7726	\$ 37.5615	\$ 39.4387	\$ 41.4100
6106	POLICE CORPORAL	Annually	N/A	N/A	N/A	\$ 97,663	\$ 102,547	\$ 107,675
		Monthly	N/A	N/A	N/A	\$ 8,139	\$ 8,546	\$ 8,973
		Hourly	N/A	N/A	N/A	\$ 46.9533	\$ 49.3013	\$ 51.7670
6206	POLICE EVIDENCE & PROPERTY TECHNICIAN	Annually	\$ 62,779	\$ 65,912	\$ 69,217	\$ 72,669	\$ 76,304	\$ 80,123
		Monthly	\$ 5,232	\$ 5,493	\$ 5,768	\$ 6,056	\$ 6,359	\$ 6,677
		Hourly	\$ 30.1822	\$ 31.6887	\$ 33.2775	\$ 34.9370	\$ 36.6847	\$ 38.5207
6107	POLICE OFFICER	Annually	\$ 80,356	\$ 84,383	\$ 88,593	\$ 93,024	\$ 97,675	\$ 102,559
		Monthly	\$ 6,696	\$ 7,032	\$ 7,383	\$ 7,752	\$ 8,140	\$ 8,547
		Hourly	\$ 38.6325	\$ 40.5685	\$ 42.5928	\$ 44.7231	\$ 46.9592	\$ 49.3072
6109	POLICE RECRUIT	Annually	\$ 73,048	\$ 76,708	\$ 80,539	\$ 84,566	\$ 88,801	\$ 93,232
		Monthly	\$ 6,087	\$ 6,392	\$ 6,712	\$ 7,047	\$ 7,400	\$ 7,769
		Hourly	\$ 35.1194	\$ 36.8789	\$ 38.7208	\$ 40.6568	\$ 42.6929	\$ 44.8231
6111	POLICE REGULATORY OFFICER	Annually	\$ 62,779	\$ 65,912	\$ 69,217	\$ 72,669	\$ 76,304	\$ 80,123
		Monthly	\$ 5,232	\$ 5,493	\$ 5,768	\$ 6,056	\$ 6,359	\$ 6,677
		Hourly	\$ 30.1822	\$ 31.6887	\$ 33.2775	\$ 34.9370	\$ 36.6847	\$ 38.5207
4524	POLICE SECURITY OFFICER	Annually	\$ 58,801	\$ 61,739	\$ 64,823	\$ 68,067	\$ 71,469	\$ 75,043
		Monthly	\$ 4,900	\$ 5,145	\$ 5,402	\$ 5,672	\$ 5,956	\$ 6,254
		Hourly	\$ 28.2697	\$ 29.6820	\$ 31.1649	\$ 32.7243	\$ 34.3603	\$ 36.0786
6104	POLICE SERGEANT	Annually	N/A	N/A	N/A	\$ 111,678	\$ 117,259	\$ 123,122
		Monthly	N/A	N/A	N/A	\$ 9,306	\$ 9,772	\$ 10,260
		Hourly	N/A	N/A	N/A	\$ 53.6912	\$ 56.3746	\$ 59.1933
9525	YOUTH SERVICES PROGRAM SUPERVISOR	Annually	\$ 89,744	\$ 94,224	\$ 98,936	\$ 103,893	\$ 109,083	\$ 114,530
		Monthly	\$ 7,479	\$ 7,852	\$ 8,245	\$ 8,658	\$ 9,090	\$ 9,544
		Hourly	\$ 43.1460	\$ 45.2998	\$ 47.5653	\$ 49.9486	\$ 52.4437	\$ 55.0623

*Entry Level Pay Grade is 1XXXX (e.g., Entry Level Police Officer grade code is 16107)

**SAN RAFAEL POLICE ASSOCIATION
SALARY SCHEDULE
Effective July 1, 2019**

Grade*	Position		Entry Level Step A1	A	B	C	D	E
6203	COMMUNITY SERVICE OFFICER	Annually	\$ 60,976	\$ 64,022	\$ 67,218	\$ 70,589	\$ 74,110	\$ 77,818
		Monthly	\$ 5,081	\$ 5,335	\$ 5,602	\$ 5,882	\$ 6,176	\$ 6,485
		Hourly	\$ 29.3153	\$ 30.7798	\$ 32.3164	\$ 33.9370	\$ 35.6297	\$ 37.4124
6207	MENTAL HEALTH OUTREACH PROVIDER	Annually	\$ 67,580	\$ 70,964	\$ 74,509	\$ 78,230	\$ 82,150	\$ 86,257
		Monthly	\$ 5,632	\$ 5,914	\$ 6,209	\$ 6,519	\$ 6,846	\$ 7,188
		Hourly	\$ 32.4905	\$ 34.1171	\$ 35.8218	\$ 37.6105	\$ 39.4952	\$ 41.4699
6202	POLICE ADMINISTRATIVE TECHNICIAN	Annually	\$ 62,461	\$ 65,583	\$ 68,866	\$ 72,299	\$ 75,920	\$ 79,715
		Monthly	\$ 5,205	\$ 5,465	\$ 5,739	\$ 6,025	\$ 6,327	\$ 6,643
		Hourly	\$ 30.0295	\$ 31.5301	\$ 33.1087	\$ 34.7594	\$ 36.5000	\$ 38.3247
9420	POLICE CADET	Annually	\$ 28,503	\$ 29,926	\$ 31,424	\$ 32,997	\$ 34,645	\$ 36,381
		Monthly	\$ 2,375	\$ 2,494	\$ 2,619	\$ 2,750	\$ 2,887	\$ 3,032
		Hourly	\$ 13.7033	\$ 14.3875	\$ 15.1078	\$ 15.8641	\$ 16.6564	\$ 17.4907
2121	POLICE CALL TAKER & RECORDS SPECIALIST	Annually	\$ 58,691	\$ 61,625	\$ 64,709	\$ 67,942	\$ 71,338	\$ 74,909
		Monthly	\$ 4,891	\$ 5,135	\$ 5,392	\$ 5,662	\$ 5,945	\$ 6,242
		Hourly	\$ 28.2168	\$ 29.6274	\$ 31.1100	\$ 32.6646	\$ 34.2972	\$ 36.0138
6201	POLICE SUPPORT SERVICES SUPERVISOR	Annually	N/A	\$ 92,775	\$ 97,419	\$ 102,288	\$ 107,407	\$ 112,775
		Monthly	N/A	\$ 7,731	\$ 8,118	\$ 8,524	\$ 8,951	\$ 9,398
		Hourly	N/A	\$ 44.6031	\$ 46.8360	\$ 49.1769	\$ 51.6379	\$ 54.2188
9622	POLICE COMMUNICATIONS DISPATCH TRAINEE	Annually	\$ 51,213	\$ 53,785	\$ 56,469	\$ 59,290	\$ 62,262	\$ 65,370
		Monthly	\$ 4,268	\$ 4,482	\$ 4,706	\$ 4,941	\$ 5,188	\$ 5,448
		Hourly	\$ 24.6215	\$ 25.8579	\$ 27.1484	\$ 28.5050	\$ 29.9335	\$ 31.4281
6205	POLICE COMMUNICATIONS DISPATCHER	Annually	\$ 64,035	\$ 67,231	\$ 70,602	\$ 74,122	\$ 77,830	\$ 81,726
		Monthly	\$ 5,336	\$ 5,603	\$ 5,883	\$ 6,177	\$ 6,486	\$ 6,810
		Hourly	\$ 30.7858	\$ 32.3224	\$ 33.9431	\$ 35.6357	\$ 37.4184	\$ 39.2911
6215	POLICE LEAD COMMUNICATIONS DISPATCHER	Annually	N/A	\$ 72,275	\$ 75,895	\$ 79,690	\$ 83,673	\$ 87,856
		Monthly	N/A	\$ 6,023	\$ 6,325	\$ 6,641	\$ 6,973	\$ 7,321
		Hourly	N/A	\$ 34.7474	\$ 36.4880	\$ 38.3127	\$ 40.2275	\$ 42.2382
6106	POLICE CORPORAL	Annually	N/A	N/A	N/A	\$ 99,616	\$ 104,598	\$ 109,829
		Monthly	N/A	N/A	N/A	\$ 8,301	\$ 8,716	\$ 9,152
		Hourly	N/A	N/A	N/A	\$ 47.8924	\$ 50.2873	\$ 52.8023
6206	POLICE EVIDENCE & PROPERTY TECHNICIAN	Annually	\$ 64,035	\$ 67,231	\$ 70,602	\$ 74,122	\$ 77,830	\$ 81,726
		Monthly	\$ 5,336	\$ 5,603	\$ 5,883	\$ 6,177	\$ 6,486	\$ 6,810
		Hourly	\$ 30.7858	\$ 32.3224	\$ 33.9431	\$ 35.6357	\$ 37.4184	\$ 39.2911
6107	POLICE OFFICER	Annually	\$ 81,963	\$ 86,070	\$ 90,365	\$ 94,884	\$ 99,629	\$ 104,610
		Monthly	\$ 6,830	\$ 7,173	\$ 7,530	\$ 7,907	\$ 8,302	\$ 8,718
		Hourly	\$ 39.4052	\$ 41.3799	\$ 43.4447	\$ 45.6175	\$ 47.8984	\$ 50.2933
6109	POLICE RECRUIT	Annually	\$ 74,509	\$ 78,242	\$ 82,150	\$ 86,257	\$ 90,577	\$ 95,097
		Monthly	\$ 6,209	\$ 6,520	\$ 6,846	\$ 7,188	\$ 7,548	\$ 7,925
		Hourly	\$ 35.8218	\$ 37.6165	\$ 39.4952	\$ 41.4699	\$ 43.5467	\$ 45.7196
6111	POLICE REGULATORY OFFICER	Annually	\$ 64,035	\$ 67,231	\$ 70,602	\$ 74,122	\$ 77,830	\$ 81,726
		Monthly	\$ 5,336	\$ 5,603	\$ 5,883	\$ 6,177	\$ 6,486	\$ 6,810
		Hourly	\$ 30.7858	\$ 32.3224	\$ 33.9431	\$ 35.6357	\$ 37.4184	\$ 39.2911
4524	POLICE SECURITY OFFICER	Annually	\$ 59,977	\$ 62,973	\$ 66,120	\$ 69,428	\$ 72,899	\$ 76,544
		Monthly	\$ 4,998	\$ 5,248	\$ 5,510	\$ 5,786	\$ 6,075	\$ 6,379
		Hourly	\$ 28.8351	\$ 30.2756	\$ 31.7882	\$ 33.3788	\$ 35.0475	\$ 36.8001
6104	POLICE SERGEANT	Annually	N/A	N/A	N/A	\$ 113,911	\$ 119,604	\$ 125,585
		Monthly	N/A	N/A	N/A	\$ 9,493	\$ 9,967	\$ 10,465
		Hourly	N/A	N/A	N/A	\$ 54.7651	\$ 57.5021	\$ 60.3772
9525	YOUTH SERVICES PROGRAM SUPERVISOR	Annually	\$ 91,539	\$ 96,108	\$ 100,915	\$ 105,971	\$ 111,265	\$ 116,820
		Monthly	\$ 7,628	\$ 8,009	\$ 8,410	\$ 8,831	\$ 9,272	\$ 9,735
		Hourly	\$ 44.0089	\$ 46.2058	\$ 48.5167	\$ 50.9476	\$ 53.4926	\$ 56.1636

*Entry Level Pay Grade is 1XXXX (e.g., Entry Level Police Officer grade code is 16107)

**SIDE LETTER BETWEEN THE CITY OF SAN RAFAEL AND THE
SAN RAFAEL POLICE ASSOCIATION REGARDING CANINE HANDLER PROGRAM**

Compensation

In accordance with the Fair Labor Standards Act (FLSA), the City and the Association agree that the average amount of time required for the proper care of feeding, grooming, cleaning, cleaning, and kenneling, a police canine is one half (1/2) hour per day for every day the officer has the responsibility for the dog.

All canine handlers who have an active canine will report for their regularly scheduled shift one hour later than scheduled. For example, if the canine handler is scheduled to work from 1600 to 0200 hours, the canine handler will be required to be at work and on duty at 1700 hours. This will allow the canine handlers to accrue one hour per day, four days a week, for a total of four hours a week. This is thirty minutes more than required by FLSA and will be used to compensate the canine handlers for additional canine maintenance activities as assigned by their supervisor.

Work Shifts

Officers assigned as canine handlers will work a 4-10 shift. If there are two canine handlers each will be assigned to hours (generally swing shift) that provide maximum seven day coverage. Canine handlers will rotate between shifts every four months.

Canine handlers shall receive a five percent (5%) incentive pay added to their base wage so long as they are assigned to the canine program and are responsible for their canine. Newly assigned canine handlers will be required to resign from collateral assignments as Field Training Officers (FTO) and/or SWAT. After one (1) year as a canine handler, the canine handler will be allowed to apply for collateral assignments as they open, excluding Field Training Officer. Reinstatement to SWAT after one year will be based on the officer's ability to pass the physical agility test, the recommendation of the SWAT lieutenant, and the recommendation of the canine program lieutenant.

Canine Food and Care

The City shall provide canine food, reasonable veterinary care, ordinary equipment, and any other essential items associated with the care and maintenance of any police canine that has not been permanently retired.

Retirement

The Chief of Police shall have the sole authority to deem a canine permanently retired and may factor in past, present, and future veterinary costs in making the decision on whether to permanently retire the canine.

Canine Purchase

In the event the City owned canine is permanently retired, the most recent canine handler shall have the option to purchase the canine from the City for one dollar (\$1). The purchase of the canine shall include an indemnification and hold harmless agreement signed by the purchasing officer releasing the City from all liability, including future veterinary care, maintenance, and other costs, relating to the canine.

Removal from Program

The City may remove an employee from the canine program without providing a hearing or other due process unless the removal is for disciplinary reasons. An employee removed from the canine program under any circumstances shall no longer receive canine incentive pay. An employee removed from the program for disciplinary reasons will have appeal rights under the Public Safety Officers Procedural Bill of Rights and the MOU. Except for this specific appeal right, the parties agree that discretion for this assignment remains with the City.

City Vehicles

Canine Officers will transport their assigned police service dogs in a City of San Rafael canine vehicle during their work shifts. Canine Officers will use these vehicles normally for patrol duties. Canine Officers may only use a take-home vehicle, if any, for transportation to and from an assigned work shift or other authorized activities.

San Rafael Police Association:



Carl Huber, Police Corporal

City of San Rafael:



Anil Comelo, Human Resources Director



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Human Resources

Prepared by: Stacey Peterson, HR Director

City Manager Approval:

TOPIC: AMENDED COMPENSATION FOR UNREPRESENTED MID-MANAGEMENT EMPLOYEES

SUBJECT: AMENDED RESOLUTION ESTABLISHING ADDITIONAL COMPENSATION AND WORKING CONDITIONS FOR SAN RAFAEL UNREPRESENTED MID-MANAGEMENT EMPLOYEES (JULY 1, 2018 THROUGH JUNE 30, 2020)

RECOMMENDATION: Adopt Resolution.

BACKGROUND:

The unrepresented Mid-Management employee group (“Mid-Managers”) includes approximately 24 positions assigned to various City departments. These Mid-Managers support ongoing services and operations around the City and through the recession have helped to absorb workload as City positions were reduced. A new unrepresented Mid-Management Employees resolution for the period July 1, 2018 through June 30, 2020 was approved by Council on July 2, 2018. (See Resolution No. 14540). This proposed amended salary resolution does not affect the salary increase approved by Resolution No. 14540.

Similar to other non-safety groups, the Mid-Managers were provided a 2% base wage increase for Fiscal Year (FY) 18/19 and FY 19/20 on July 2, 2018. In addition to the base wage increase previously approved, the non-safety bargaining groups were also provided a one-time, non-pensionable payment of \$4,000. These one-time payments for Local 1 & WCE were agreed to in exchange for changing their 3% health insurance inflator to tie to the Kaiser Bay Area Premium rate (from CPI), in addition to other changes to their health and welfare plan. The City is now requesting the same one-time payments for Mid-Managers. In exchange for the \$4,000 one-time payment, the Mid-Manager’s Resolution will be amended to tie their health inflator to the Kaiser Bay Area Premium rate increase up to a maximum of 3% each year. Their health inflator is currently tied to CPI not to exceed 3% for any given year.

The draft amended resolution was presented at the August 6, 2018 Council meeting for discussion and there were no public comments. Staff is returning with a final Amended Resolution Establishing the Compensation and Working Conditions for Unrepresented Mid-Management Employees.

ANALYSIS:

The following reflects highlights of the recommended amended resolution and is consistent with the economic guidelines authorized by the City Council and approved for other non-safety bargaining groups.

- 1. **Term of the Resolution:** July 1, 2018 through June 30, 2020

FOR CITY CLERK ONLY

Council Meeting: 08/20/2018

Disposition:

2. One-Time Payment:

The following one-time payment is limited to the two years cited in this resolution and is not scheduled to recur in the future:

Mid-Management employees will receive a one-time, non-pensionable payment of \$4,000 to revise salary resolution section 3.A.1. to tie the 3% health inflator to the Kaiser Bay Area Premium rate increase up to a maximum of 3% each year.

The \$4,000 payment will be split as follows: \$2,000 will be paid as a separate check on September 14, 2018 or in the pay period upon approval by the City Council, whichever occurs later, and \$2,000 will be paid with the first pay period in July 2019. This payment will not contribute to Classic or PEPRAs employees' pensions and is subject to normal payroll taxation.

NOTE: The one-time payments for part-time employees will be prorated based on the full-time equivalent (FTE) of the position. For example, an employee filling a half-time or 0.5 FTE position will receive a receive a \$1,000 payment minus applicable taxes on the same schedule as described above for full-time employees. This payment will not contribute to employees' pensions.

The attached amended resolution includes all of the recommended changes.

FISCAL IMPACT:

On July 2, 2018, Council approved a projected cumulative total salary and benefit cost increase of \$262,022 for the 24 Mid-Managers for the two-year term of the resolution.

The cost of the one-time payments proposed by this amended resolution is \$96,000. These one-time payments will not contribute to employee pension costs. The increase in compensation included in this resolution is in line with the City's current budget projections, and is within the current salary growth assumptions used by MCERA in the most recent actuarial valuation which is used to establish pension contribution rates and measure pension liabilities. Funding for these positions is provided for in the City's General Fund.

OPTIONS:

The City Council has the following options to consider in this matter:

- Accept staff's recommendation to adopt the resolution.
- Adopt resolution with modifications.
- Direct staff to return with more information.
- Take no action.

RECOMMENDED ACTION:

Staff recommends that the City Council adopt the Amended Resolution Establishing Additional Compensation and Working Conditions for San Rafael Unrepresented Mid-Management Employees (July 1, 2018 through June 30, 2020).

ATTACHMENTS:

- Amended Resolution Establishing Additional Compensation and Working Conditions for Unrepresented Mid-Management Employees (July 1, 2018 through June 30, 2020), with all Exhibits attached.

RESOLUTION NO.

AMENDED RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL ESTABLISHING THE COMPENSATION AND WORKING CONDITIONS FOR UNREPRESENTED MID-MANAGEMENT EMPLOYEES (July 1, 2018 through June 30, 2020)

1. MID-MANAGEMENT EMPLOYEES

The Mid-Management Employees of the City of San Rafael are the Mid-Management Job Class Titles ("Mid-Managers") enumerated in Exhibit A, attached hereto and incorporated herein. This Resolution shall constitute the compensation and conditions of employment for the Mid-Managers for the period from July 1, 2018 through June 30, 2020.

2. SALARY AND COMPENSATION GOALS

A. *GOALS AND COMPENSATION DEFINITIONS*

It is the goal of the City Council to try to achieve a total compensation package for all Mid-Managers that is competitive compared to similar cities in our labor market. The survey cities are Fairfield, Hayward, San Leandro, South San Francisco, Alameda, Napa, Novato and Santa Rosa. The Council's goal is to attract and retain the most qualified Mid-Managers in accordance with the City's ability to pay.

Total Compensation for survey purposes shall be defined as: Top step salary (excluding longevity pay steps), educational incentive pay, holiday pay, uniform allowance, employer paid deferred compensation (except for such portion that may be part of employee cafeteria plan), employer's contribution towards employees' share of retirement, employer's retirement contribution, employer paid contributions toward insurance premiums for health, life, long term disability, dental and vision plans, management allowance, and employer paid cafeteria/flexible spending accounts.

B. *COMPENSATION SURVEYS*

In order to measure progress towards the above-stated goal, the City shall survey the identified Management benchmark positions (Exhibit B) to assess the related Mid-Management positions in the final year of the Resolution in advance of discussions regarding a successor Resolution.

Identified benchmark positions from other agencies include positions that are filled as well as those that may be unfilled, so long as the benchmark position is identified by the survey agency as being on the salary schedule and having a job class description. Other city/agency positions are established as benchmark positions in San Rafael's compensation survey based upon similar work and similar job requirements.

The City shall review the benchmark and related survey data for accuracy and completeness. The City shall provide the survey data to all Mid-Managers. During the term of this Resolution, Mid-Managers agree to work with the City to identify and implement a new benchmark strategy such as an alignment of Mid-Manager salaries with the respective department director.

C. *SALARY INCREASES*

Effective the pay period including July 1, 2018, or upon approval by the City Council, whichever is latest, the City will increase base wages for all employees by 2.0%.

Effective the pay period including July 1, 2019, the City will increase base wages for all employees by 2.0%.

D. *One-Time Payment*

The following one-time payment is limited to the two years cited in this resolution and is not scheduled to recur in the future:

Mid-Management Employees represented by this resolution will receive a one-time, non-pensionable payment of \$4,000 to revise section 3.A.1. to tie the 3% health inflator to the Kaiser Bay Area Premium rate increase up to a maximum of 3%.

The \$4,000 payment will be split as follows: \$2,000 will be paid as a separate check on September 14, in the pay period upon approval by the City Council, whichever occurs later, and \$2,000 will be paid with the first pay period in July 2019. This payment will not contribute to Classic or PEPRAs employees' pensions and is subject to normal payroll taxation.

NOTE: The one-time payments for part-time employees will be prorated based on the full-time equivalent (FTE) of the position. For example, an employee filling a half-time or 0.5 FTE position will receive a \$1,000 payment minus applicable taxes on the same schedule as described above for full-time employees. This payment will not contribute to employees' pensions.

3. INSURANCE

Health & Dental Insurance benefits are prorated for part-time employees in accordance with the percentage of full-time work schedule. Domestic partners who are registered with the Secretary of State and same-sex spouses are considered dependents under these benefits. Pertinent taxes will be applied to coverage provided to registered domestic partners and same sex spouses as required by federal and state laws.

A. HEALTH INSURANCE

1. **Health Insurance for Active Employees.** Effective January 1, 2009, the City implemented a full flex cafeteria plan for active employees, in accordance with IRS Code Section 125. Active employees participating in the City's full flex cafeteria plan shall receive a monthly flex dollar allowance to purchase benefits under the full flex cafeteria plan.

The monthly flex dollar allowance effective the paycheck of December 15, 2017 shall be:

For employee only:	\$ 653.61
For employee and one dependent:	\$1,307.20
For employee and two or more dependents:	\$1,699.38

Flex dollar allowances shall increase on the December 15th paycheck of each subsequent year by up to a maximum of three percent (3%) on an annual basis, based on but not to exceed the Kaiser Bay Area premium rate increase for the upcoming calendar year.

The City shall contribute to the cost of medical coverage for each eligible employee and his/her dependents, an amount not to exceed the California Public Employees' Medical and Hospital Care Act (PEMHCA) contribution, as determined by CalPERS on an annual basis. This portion of the monthly flex dollar allowance is identified as the City's contribution towards PEMHCA. The balance of the monthly flex dollar allowance (after the PEMHCA minimum contribution) may be used in accordance with the terms of the cafeteria plan to purchase health benefits or may be converted to taxable income.

Conditional Opt-Out Payment: An employee may elect to waive the City's health insurance coverage and receive the value of the Employee Only contribution as a monthly Opt-Out payment in accordance with the terms of the cafeteria plan, and the Affordable Care Act, if the employee complies with the following conditions:

- 1) The employee certifies that the employee and all individuals in the employee's tax family for whom coverage is waived, have alternative Minimum Essential Coverage as defined by

the Patient Protection and Affordable Care Act through a provider other than a federal marketplace, a state exchange, or an individual policy.

- 2) During the City's annual open enrollment period, the employee must complete an annual written attestation confirming that the employee and the other members of the employee's tax family are enrolled in alternative Minimum Essential Coverage. The employee agrees to notify the City no later than 30 days if the employee or other member(s) of the employee's tax family lose coverage under the alternative Minimum Essential Coverage Plan.
- 3) The employee understands that the City is legally required to immediately stop conditional opt-out payments if the City learns that the employee and/or members of the employee's family do not have the alternative Minimal Essential Coverage.

The City reserves the right to modify at any time, the amount an employee is eligible to receive under this paragraph, if required by IRS Cafeteria Plan regulations, other legislation or Federal and/or California agency guidance.

Miscellaneous Allowance for Employees hired on or before January 1, 2009:

The City shall pay to employees hired on or before January 1, 2009 a miscellaneous allowance in an amount equivalent to the difference between the employee's benefit election for coverage under PEMHCA and their flex dollar allowance, if their benefit election under PEMHCA exceeds their flex dollar allowance. The miscellaneous allowance shall be treated as income. An employee may use the miscellaneous allowance to pay for health coverage on a pre-tax basis as defined under the City's Cafeteria plan.

2. Health Insurance for Retirees

MID-MANAGERS HIRED PRIOR TO APRIL 1, 2007

- a. **For Mid-Managers who retired before December 1, 2001**, the City's contribution to retiree medical premiums shall be the PEMHCA minimum contribution as designated by PEMHCA on an annual basis.

Longevity Payments: The City shall make a longevity payment equivalent to the difference between the PEMHCA minimum contribution and the premium cost of coverage for the retiree, the retiree's spouse/registered domestic partner and/or qualified dependent children (as defined by PEMHCA) up to \$442 per month. The City's longevity contribution shall remain in effect during the lifetime of the Mid-Manager and Mid-Manager's spouse/registered domestic partner or surviving spouse/registered domestic partner.

- b. **Mid-Managers who retired on or after December 1, 2001** from the Marin County Employees Retirement Association (MCERA) within 120 days of leaving their City of San Rafael Mid-Management position (and who comply with the appropriate retirement provisions under the MCERA laws and regulations) are eligible to receive upon retirement the PEMHCA minimum contribution as designated by PEMHCA on an annual basis.

Longevity Payments: The City shall make a longevity payment equivalent to the difference between the PEMHCA minimum contribution and the premium cost of coverage for the retiree, the retiree's spouse/registered domestic partner and/or qualified dependent children (as defined by PEMHCA) capped at the contribution the City makes towards the health coverage of active Mid-Manager employees. The City's longevity contribution shall remain in effect during the lifetime of the Mid-Manager and Mid-Manager's spouse/registered domestic partner or surviving spouse/registered domestic partner.

As described in this subsection, the City shall reimburse retired Mid-Managers and their spouses or registered domestic partners the Medicare Part B standard premium amount as determined by the Centers of Medicare and Medicaid Services (CMS) on an annual basis. To initiate reimbursement, retirees must submit proof of payment of the Medicare Part B premiums to the Human Resources Department. If the Medicare Part B is deducted from social security, the retiree/spouse/domestic partner may submit a copy of the social security check, the Medicare Part B bill, or other relevant documentation. Reimbursements will be processed on a quarterly basis. This reimbursement shall remain in effect for the retired Mid-Manager's life and that of the retired Mid-Manager's spouse/registered domestic partner or surviving spouse/registered domestic partner.

MID-MANAGERS HIRED ON OR AFTER APRIL 1, 2007

Mid-Managers who are hired on or after April 1, 2007, and who retire from the Marin County Employees Retirement Association (MCERA) within 120 days of leaving their City of San Rafael position (and comply with the appropriate retirement provisions under the MCERA laws and regulations) are eligible to continue in the City's group health insurance program. The City's contribution towards the coverage of retirees under this subsection (3.A.2.b.) shall be the PEMHCA minimum contribution as determined by CalPERS on an annual basis.

Longevity Payments: The City shall make a longevity payment equivalent to the difference between the PEMHCA minimum contribution and the premium cost of coverage, up to \$600, for the retiree. The City shall not be responsible for making any contributions towards the cost of coverage of the retiree's spouse, registered domestic partner or dependents. The City's longevity contribution shall cease upon the retired Mid-Manager's death.

The City shall not be responsible for reimbursing retired Mid-Managers and/or their spouses for any Medicare premiums paid by the retired Mid-Manager and/or the retired Mid-Manager's spouse or surviving spouse.

MID-MANAGER HIRED ON OR AFTER JANUARY 1, 2009

Mid-Managers who are hired on or after January 1, 2009, and who retire from the Marin County Employees Retirement Association (MCERA) within 120 days of leaving their City of San Rafael position (and comply with the appropriate retirement provisions under the MCERS laws and regulations) are eligible to continue in the City's group health insurance program. The City's contribution towards the coverage of retirees under this subsection (3.A.2.c) shall be the PEMHCA minimum contribution as determined by CalPERS on an annual basis.

The City shall not be responsible for reimbursing retired Mid-Managers and/or their spouses for any Medicare premiums paid by the retired Mid-Manager and/or the retired Mid-Manager's spouse or surviving spouse.

The City shall additionally make available a retiree health care trust to enable these employees to prefund retiree health care premiums while employed by the City. The retiree health care trust shall be funded by the mandatory annual conversion of 50 hours of sick time in service on July 1 of each year, provided an employee has a remaining balance of 75 hours of sick leave after the conversion.

B. LIFE INSURANCE

The City shall provide a basic group life insurance plan in the amount of \$150,000 at no cost to the employee.

C. LONG-TERM DISABILITY INSURANCE

The City shall provide long term disability (LTD) insurance, at no cost to the employee, with a benefit of two-thirds (2/3) of the employee's monthly salary, up to a maximum benefit of \$7500 (reduced by any deductible benefits).

D. DENTAL INSURANCE

The City shall make available to employees, an additional flex dollar allowance equal to \$113 per month to purchase dental coverage under the City's dental plan. The City shall pay dental premiums on behalf of the employee and eligible dependents.

E. VISION PLAN

The City will contract for and pay for a vision plan for "employee plus dependent" vision benefits.

F. EMPLOYEE ASSISTANCE PLAN

The City provides an Employee Assistance Program (EAP) with confidential personal counseling on work and family related issues such as eldercare, substance abuse, etc. Supervisors may also utilize the EAP to refer employees to counselors for work related assistance.

4. RETIREMENT

A. EMPLOYER PAID MEMBER CONTRIBUTION (EPMC)

Each Mid-Manager is responsible for paying the full cost of their employee contribution rate as established by the Marin County Employee Retirement Association.

Effective September 1, 2013, in accordance with MCERA and City administrative requirements, all Mid-Management employees will pay an additional contribution of one percent (1%) of pensionable compensation toward the normal cost of pension provided by the Marin County Employees Retirement Association, in addition to the current employee contribution towards pension as determined by MCERA.

The only employees excluded from this payment are long-term City employees with thirty or more years of City service who no longer have to pay any employee contribution to the Marin County Retirement System.

B. COLA

Mid-Managers participating in the Marin County Employee Retirement Association will pay their full share of members' cost of living rates as allowed under Articles 6 and 6.8 of the 1937 Retirement Act. Miscellaneous and safety member contribution rates include both the basic and COLA portions (currently 50% of the COLA is charged to members as defined in the 1937 Act).

C. RETIREMENT PLAN

The City shall provide the Marin County Employee Retirement Association 2.7% @55 retirement program to all miscellaneous Mid-Manager subject to Marin County Employee Retirement Association procedures and regulations and applicable 1937 Act laws. This is based on an employee's single highest year of compensation.

Employees hired on or after July 1, 2011 will receive an MCERA retirement benefit at the formula 2% at 55, calculated based on the average of their highest three years of compensation, in accordance with MCERA regulations. The annual pension adjustment shall be a maximum of 2% COLA. Minimum retirement age is 55.

Employees hired by the City on or after January 1, 2013 who are defined as “new members” of MCERA in accordance with the Public Employees’ Pension Reform Act (PEPRA) of 2013, shall be enrolled in the MCERA 2% @ 62 plan for Miscellaneous members. The employee is responsible for paying the employee contribution of half of the total normal cost of the plan, as defined by MCERA, through a payroll deduction. Final compensation will be based upon the highest annual average compensation earnable during the thirty-six (36) consecutive months of employment immediately preceding the effective date of his or her retirement or some other period designated by the retiring employee.

D. SERVICE CREDIT FOR SICK LEAVE

Mid-Managers who are eligible to accrue sick leave and who retire from the City of San Rafael, on or after 07/01/95 and within 120 days of leaving City employment (excludes deferred retirements), shall receive employment service credit (incorporated from Resolution #9414, dated July 17, 1995), for retirement purposes only, for all hours of accrued, unused sick leave (exclusive of any sick leave hours they are eligible to receive and they elect to receive in compensation for at the time of retirement, pursuant to Section 5 A. of this Resolution). This provision will no longer be available to Mid-Managers hired after June 30, 2009.

E. MANAGEMENT ALLOWANCE

As of September 16, 2015 the Management Allowance of 4.54% was rolled into base pay for all Unrepresented Mid-Management employees.

5. LEAVES OF ABSENCE

A. SICK LEAVE

Mid-Managers shall earn sick leave credits at the rate of one (1) working day per month commencing with the date of employment. Accrued sick leave may be used during their probationary period.

Mid-Managers who leave City service in good standing shall receive compensation (cash in) of all accumulated, unused sick leave based upon the rate of three percent (3%) for each year of service up to a maximum of fifty percent (50%) of their sick leave balance. In the event of the death of an employee, payment for unused sick leave (based upon the previously stated formula) shall be paid to the employee’s designated beneficiary.

Mid-Managers may accrue unlimited sick leave for usage purposes. However, a maximum of one thousand, two hundred hours (1,200) accrual applies for cash-in purposes at the time of City separation.

Mid-Managers may use sick leave prior to completion of probation. In recognition of Mid-Managers’ exempt status under FLSA, time off for sick leave purposes shall not be deducted from a Mid-Manager’s sick leave accrual, unless the employee is absent for the full work day.

Use of sick leave for work-related injuries or illnesses shall not be required when it is determined by the treating physician that this status is permanent and stationary.

B. VACATION LEAVE

- 1. Vacation Accrual** - Vacation is accrued when an employee is on pay status and is credited on a semi-monthly basis. Eligible employees accrue vacation at the following rate for continuous service performed in pay status:

<u>Years of service</u>	<u>Leave Accrual rate/yearly</u>
1-5 years	15 days

6 years	16 days
7 years	17 days
8 years	18 days
9 years	19 days
10 years	20 days
11 years	21 days
12 years	22 days
13 years	23 days
14 years	24 days
15 plus years	25 days

In recognition of Mid-Managers' exempt status under FLSA, time off for vacation leave purposes shall not be deducted from a Mid-Manager's vacation accrual unless the employee is absent for the full work day.

2. Administration of Vacation Leave

The City Manager may advance vacation leave to a Mid-Manager; prior approval is required. Mid-Managers may accrue a maximum of 250 hours of vacation. Vacation leave accrual shall resume once the employee's accumulated vacation leave balance falls below the accrual limit of 250 hours. Mid-Managers who terminate their employment shall be paid in a lump sum for all accrued vacation leave earned prior to the date of termination. Mid-Managers may not utilize accrued vacation, administrative leave time, or personal leave time to extend their retirement date and service credit at the end of their city service. The vacation accrual may be increased to a maximum of 300 hours at the discretion of the City Manager.

3. Annual Option for Payment of Accrued Vacation Leave

A Mid-Manager who has taken at least ten (10) days of vacation in the preceding twelve (12) months, may request that his/her accrued vacation, not to exceed fifty-two and 1/2 (52.5) hours, be paid to him/her in cash. The request may be granted at the discretion of the City Manager. Mid-Managers may not cash-in more than fifty-two and 1/2 (52.5) hours within any twelve (12) month period.

C. ADMINISTRATIVE LEAVE

Mid-Managers shall receive ten (10) Administrative Leave days (75 hours) each calendar year subject to the approval of the Department Director and the City Manager. An additional three (3) days may be granted at the discretion and with approval of the department director and the City Manager. Unused Administrative Leave shall not carry over from one calendar year to the next, nor shall unused Administrative Leave balances be paid to a Mid-Manager upon his/her resignation.

In recognition of exempt status under FLSA time off for Administrative leave purposes shall not be deducted from a Mid-Manager's administrative leave accrual, unless the employee is absent for the full work day.

D. HOLIDAYS

City shall provide eleven designated holidays and two floating holidays per calendar year to Mid-Managers. The hours for the floating holidays are automatically added to an employees' vacation accrual on a semi-annual basis.

E. BEREAVEMENT LEAVE

In the event of the death of a Mid-Manager's spouse, child, parent, brother, sister, in-law(s), relative who lives or has lived in the home of the employee, and/or another individual who has a legal familial relationship to the employee and resided in the employee's household, the City shall provide bereavement leave up to a maximum of three (3) days within the state and five (5) days out-of-state.

F. CATASTROPHIC LEAVE

All Mid-Managers shall abide by the City’s Catastrophic Leave Policy.

6. EMPLOYMENT TERMS

A. HOURS OF WORK

The WORK WEEK will reflect thirty-seven and one-half (37.5) hours for all represented job classes. Unless otherwise designated, the normal business hours for vacation, sick and administrative leave deduction and sick and administrative leave accrual purposes for Mid-Managers shall be 7.5 hours per day.

B. DRUG FREE WORK PLACE

All Mid-Managers shall abide by the City’s Drug and Alcohol Policy.

C. FURLOUGH PLAN

Mid-Managers endorse the Furlough Program described in Exhibit C attached to this Resolution.

D. PAY FOR PERFORMANCE EVALUATION SYSTEM

Mid-Managers shall be evaluated annually based upon the evaluation program adopted by the City Council in October of 1996 and incorporated by reference herein.

E. OUTSIDE EMPLOYMENT

All Mid-Managers shall abide by the City’s Outside Employment Policy.

F. CITY VEHICLE

Under limited circumstances, a city vehicle may be provided to a Mid-Manager if it is determined to be needed to complete his/her job duties and upon approval of the City Manager.

G. UNIFORM ALLOWANCE

If required to wear a uniform which is not provided by the City, employee shall receive an annual uniform allowance of \$445 per year, paid in two installments, in June and December.

H. GYM REIMBURSEMENT

Employees are eligible to receive up to \$16.50 per month reimbursement for paid gym memberships. Such reimbursement shall be reported as taxable income to the employee.

I. Professional Development

The City Manager commits to working with each department’s management team to establish dedicated professional development time throughout the year

I, LINDSAY LARA, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the Council of said City held on the 20th day of August 2018 by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, CITY CLERK

SAN RAFAEL UNREPRESENTED MID-MANAGEMENT

Exhibit A

SALARY SCHEDULE

Effective July 1, 2018

Grade	Position	A	B	C	D	E
7315	Accounting Manager	\$ 8,529	\$ 8,956	\$ 9,403	\$ 9,874	\$ 10,367
8106	Assistant Director of Community Services	\$ 9,284	\$ 9,748	\$ 10,236	\$ 10,747	\$ 11,285
2125	Assistant Library Director	\$ 9,284	\$ 9,748	\$ 10,235	\$ 10,747	\$ 11,285
2202	Assistant Public Works Director / City Engineer	\$ 11,063	\$ 11,616	\$ 12,196	\$ 12,806	\$ 13,447
2302	Chief Building Official	\$ 10,281	\$ 10,795	\$ 11,334	\$ 11,901	\$ 12,496
2122	Code Enforcement Supervisor	\$ 7,076	\$ 7,430	\$ 7,801	\$ 8,191	\$ 8,601
1105	Deputy City Attorney I	\$ 9,317	\$ 9,783	\$ 10,272	\$ 10,785	\$ 11,325
1109	Deputy City Attorney II	\$ 10,272	\$ 10,786	\$ 11,325	\$ 11,892	\$ 12,486
2120	Deputy Fire Marshall	\$ 8,750	\$ 9,188	\$ 9,647	\$ 10,130	\$ 10,636
2135	Deputy Public Works Director	\$ 10,050	\$ 10,553	\$ 11,081	\$ 11,635	\$ 12,216
7313	Economic Development Coordinator	\$ 8,443	\$ 8,865	\$ 9,308	\$ 9,774	\$ 10,262
2128	Economic Development Manager	\$ 9,284	\$ 9,748	\$ 10,236	\$ 10,747	\$ 11,285
7117	Emergency Services Manager	\$ 8,237	\$ 8,649	\$ 9,082	\$ 9,536	\$ 10,013
9005	Events Coordinator*	\$ 7,318	\$ 7,684	\$ 8,068	\$ 8,471	\$ 8,895
4201	Information Technology Manager	\$ 11,063	\$ 11,616	\$ 12,197	\$ 12,806	\$ 13,447
2208	Operations and Maintenance Manager	\$ 9,021	\$ 9,472	\$ 9,946	\$ 10,443	\$ 10,965
2703	Parking Services Manager	\$ 8,443	\$ 8,865	\$ 9,308	\$ 9,774	\$ 10,262
7312	Parks Superintendent	\$ 8,237	\$ 8,649	\$ 9,082	\$ 9,536	\$ 10,013
2116	Planning Manager	\$ 9,455	\$ 9,927	\$ 10,424	\$ 10,945	\$ 11,492
9453	Principal Planner	\$ 8,443	\$ 8,865	\$ 9,308	\$ 9,774	\$ 10,262
1202	Public Works Administrative Manager	\$ 8,442	\$ 8,865	\$ 9,308	\$ 9,773	\$ 10,262
8103	Recreation Supervisor	\$ 7,076	\$ 7,430	\$ 7,801	\$ 8,191	\$ 8,601
2206	Senior Civil Engineer (SRSD)	\$ 9,784	\$ 10,273	\$ 10,787	\$ 11,326	\$ 11,893
7317	Senior Code Enforcement Supervisor	\$ 7,810	\$ 8,201	\$ 8,611	\$ 9,041	\$ 9,493
2105	Senior Management Analyst	\$ 8,044	\$ 8,446	\$ 8,869	\$ 9,312	\$ 9,778
2132	Senior Network Administrator	\$ 9,284	\$ 9,748	\$ 10,236	\$ 10,747	\$ 11,285
8102	Senior Recreation Supervisor	\$ 7,810	\$ 8,200	\$ 8,610	\$ 9,041	\$ 9,493
7310	Sewer Maintenance Superintendent	\$ 8,237	\$ 8,649	\$ 9,082	\$ 9,536	\$ 10,013
7311	Street Maintenance Superintendent	\$ 8,237	\$ 8,649	\$ 9,082	\$ 9,536	\$ 10,013

*Effective 6/1/18 position is Y-rated

SAN RAFAEL UNREPRESENTED MID-MANAGEMENT

Exhibit A

SALARY SCHEDULE

Effective July 1, 2019

Grade	Position	A	B	C	D	E
7315	Accounting Manager	\$ 8,700	\$ 9,135	\$ 9,591	\$ 10,071	\$ 10,575
8106	Assistant Director of Community Services	\$ 9,470	\$ 9,943	\$ 10,440	\$ 10,962	\$ 11,510
2125	Assistant Library Director	\$ 9,470	\$ 9,943	\$ 10,440	\$ 10,962	\$ 11,510
2202	Assistant Public Works Director / City Engineer	\$ 11,284	\$ 11,848	\$ 12,440	\$ 13,062	\$ 13,716
2302	Chief Building Official	\$ 10,486	\$ 11,011	\$ 11,561	\$ 12,139	\$ 12,746
2122	Code Enforcement Supervisor	\$ 7,217	\$ 7,578	\$ 7,957	\$ 8,355	\$ 8,773
1105	Deputy City Attorney I	\$ 9,503	\$ 9,978	\$ 10,477	\$ 11,001	\$ 11,551
1109	Deputy City Attorney II	\$ 10,478	\$ 11,002	\$ 11,552	\$ 12,129	\$ 12,736
2120	Deputy Fire Marshall	\$ 8,925	\$ 9,372	\$ 9,840	\$ 10,332	\$ 10,849
2135	Deputy Public Works Director	\$ 10,251	\$ 10,764	\$ 11,302	\$ 11,867	\$ 12,461
7313	Economic Development Coordinator	\$ 8,612	\$ 9,042	\$ 9,494	\$ 9,969	\$ 10,468
2128	Economic Development Manager	\$ 9,470	\$ 9,943	\$ 10,440	\$ 10,962	\$ 11,510
7117	Emergency Services Manager	\$ 8,402	\$ 8,822	\$ 9,263	\$ 9,727	\$ 10,213
9005	Events Coordinator*	\$ 7,318	\$ 7,684	\$ 8,068	\$ 8,471	\$ 8,895
4201	Information Technology Manager	\$ 11,284	\$ 11,848	\$ 12,440	\$ 13,062	\$ 13,716
2208	Operations and Maintenance Manager	\$ 9,201	\$ 9,661	\$ 10,144	\$ 10,652	\$ 11,184
2703	Parking Services Manager	\$ 8,612	\$ 9,042	\$ 9,494	\$ 9,969	\$ 10,468
7312	Parks Superintendent	\$ 8,402	\$ 8,822	\$ 9,263	\$ 9,727	\$ 10,213
2116	Planning Manager	\$ 9,644	\$ 10,126	\$ 10,632	\$ 11,164	\$ 11,722
9453	Principal Planner	\$ 8,612	\$ 9,042	\$ 9,494	\$ 9,969	\$ 10,468
1202	Public Works Administrative Manager	\$ 8,611	\$ 9,042	\$ 9,494	\$ 9,969	\$ 10,467
8103	Recreation Supervisor	\$ 7,218	\$ 7,578	\$ 7,957	\$ 8,355	\$ 8,773
2206	Senior Civil Engineer (SRSD)	\$ 9,980	\$ 10,479	\$ 11,003	\$ 11,553	\$ 12,130
7317	Senior Code Enforcement Supervisor	\$ 7,966	\$ 8,365	\$ 8,783	\$ 9,222	\$ 9,683
2105	Senior Management Analyst	\$ 8,205	\$ 8,615	\$ 9,046	\$ 9,498	\$ 9,973
2132	Senior Network Administrator	\$ 9,470	\$ 9,943	\$ 10,440	\$ 10,962	\$ 11,510
8102	Senior Recreation Supervisor	\$ 7,966	\$ 8,364	\$ 8,783	\$ 9,222	\$ 9,683
7310	Sewer Maintenance Superintendent	\$ 8,402	\$ 8,822	\$ 9,263	\$ 9,727	\$ 10,213
7311	Street Maintenance Superintendent	\$ 8,402	\$ 8,822	\$ 9,263	\$ 9,727	\$ 10,213

*Effective 6/1/18 position is Y-rated

**Management Position Benchmark Job Classes for
Mid-Management Positions**

Community Services Director
Library Director
Public Works Director

FURLOUGH PROGRAM

Both the City of San Rafael and the Mid-Management Group employees recognize the current economic condition of the State of California and the City of San Rafael. Through this recognition and in a cooperative spirit the City of San Rafael and these employees have worked expeditiously on the development of a Furlough Program. This Agreement does not mean the City will necessarily implement furloughs; but in the event it is necessary to implement due to continued economic problems in the City of San Rafael the procedures for this Furlough Program shall provide for both Voluntary Time Off (herein described as VTO) and Mandatory Time Off (herein described as MTO).

Voluntary Time Off (VTO).

The needs of the City and the respective departments (as determined by the Department Director and City Manager) will need to be considered in the actual granting of VTO. Any VTO time granted and the resulting savings will have a corresponding impact on the time needed through MTO.

1. An employee's VTO time would count in determining how many hours of MTO an employee needed to take during the fiscal year.
2. Employees who take VTO at a time other than when MTO is taken by other employees will have to take vacation leave, compensatory time off or leave without pay if the MTO results in the closure of the department.

Mandatory Time Off (MTO).

MTO will be taken by the employee during the MTO period when feasible in their respective department (as determined by the Department Director and City Manager). The City will attempt to schedule MTO time in blocks of days (between Christmas and New Years) or individual days next to scheduled holidays and/or weekends.

1. Employees may not take paid vacation time in lieu of designated MTO time.
2. MTO time shall be considered time in pay status for the accrual of leave and eligibility for holidays. MTO time will not impact health, dental and life insurance benefits. At this time MTO time will impact Marin County retirement contributions; but if the Marin County Retirement Association changes its policy on this the City will, effective the first of the month following notice from the Marin County Retirement Association, make the necessary change in the program's administration to correspond with the change in the policy. Any employee who notifies the City no later than 07/30/11 of their retirement date and retires from the Marin County Retirement System during FY 11-12 shall be exempted from the MTO requirements. If said employee did not retire during FY 11-12 as stated, said employee would be docked in pay an amount equivalent to the number of MTO hours taken by other represented employees.
3. MTO time shall apply toward time in service for step increases, completion of probation, and related service credit.

**MID-MANAGEMENT SALARY RESOLUTION
EXHIBIT "C"**

4. Other Terms and Conditions:

- a. The MTO program shall be limited to a maximum five percent (5%) reduction in work hours/pay for the fiscal year. When the maximum MTO reduction (5%) is implemented, the involved employee shall be credited with three (3) days of float time.
- b. Float Time accrued through the MTO Program must be taken in the fiscal year following the furlough, with supervisory approval, or the leave will be forfeited. The float days have no cash value upon termination of employment. If an employee is laid off before having the opportunity to take unused furlough induced float time, said employee would be eligible to take the unused furlough induced float time during the thirty-day layoff notice period.
- c. Should the City of San Rafael experience a financial windfall during the fiscal year that furloughs are implemented, the City agrees to re-open discussions on this Furlough Program.
- d. The City agrees that it will attempt to distribute the dollar value of any MTO time implemented equally over the remaining number of pay periods in the fiscal year.



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Human Resources

Prepared by: Stacey Peterson, HR Director

City Manager Approval:

TOPIC: AMENDED COMPENSATION FOR EXECUTIVE MANAGEMENT EMPLOYEES

SUBJECT: AMENDED RESOLUTION ESTABLISHING THE COMPENSATION AND WORKING CONDITIONS FOR UNREPRESENTED EXECUTIVE MANAGEMENT EMPLOYEES (JULY 1, 2018 THROUGH JUNE 30, 2020)

RECOMMENDATION: Adopt Resolution.

BACKGROUND:

The unrepresented Executive Management employee group includes 12 positions assigned in various City departments. These executive managers lead and direct the ongoing services and operations around the City to achieve the City Council goals. A new unrepresented Executive Management Employees resolution for the period July 1, 2018 through June 30, 2020 was approved by Council on July 2, 2018. (See Resolution No. 14539). This proposed amended salary resolution does not affect the salary increase approved by Resolution No. 14539.

Similar to other non-safety groups, Executive Managers were provided a 2% base wage increase for Fiscal Year (FY) 18/19 and FY 19/20 on July 2, 2018. In addition to the base wage increase previously approved, the non-safety bargaining groups were also provided a one-time, non-pensionable payment of \$4,000. These one-time payments for Local 1 & WCE were agreed to in exchange for changing their 3% health insurance inflator to tie to the Kaiser Bay Area Premium rate (from CPI), in addition to other changes to their health and welfare plan. The City is now requesting the same one-time payments for Executive Managers. In exchange for the \$4,000 one-time payment, the Executive Manager's Resolution will be amended to tie their health inflator to the Kaiser Bay Area Premium rate increase up to a maximum of 3% each year. Their health inflator is currently tied to CPI not to exceed 3% for any given year.

The draft amended resolution was presented at the August 6, 2018 Council meeting for discussion and there were no public comments. Staff is returning with a final Amended Resolution Establishing the Compensation and Working Conditions for Unrepresented Executive Management Employees.

ANALYSIS:

The following reflects highlights of the recommended amended resolution and is consistent with the economic guidelines authorized by the City Council.

1. **Term of the Resolution:** July 1, 2018 through June 30, 2020
2. **One-Time Payment:**

FOR CITY CLERK ONLY

Council Meeting: 08/20/2018

Disposition:

The following one-time payment is limited to the two years cited in this agreement and is not scheduled to recur in the future:

Job classes in this unrepresented Executive Management group, except the Police Chief and Fire Chief, will receive a one-time, non-pensionable payment of \$4,000 to revise resolution section 3 A (1) to tie the 3% health inflator to the Kaiser Bay Area Premium rate increase up to a maximum of 3% each year.

The \$4,000 payment will be split as follows: \$2,000 will be paid as a separate check on September 14, 2018 or with the pay period upon approval by the City Council, whichever occurs later, and \$2,000 will be paid with the first pay period in July 2019. This payment will not contribute to Classic or PEPRA employees' pensions and is subject to normal payroll taxation.

NOTE: The one-time payments for part-time employees will be prorated based on the full-time equivalent (FTE) of the position. For example, an employee filling a half-time or 0.5 FTE position will receive a receive a \$1,000 payment minus applicable taxes on the same schedule as described above for full-time employees. This payment will not contribute to employees' pensions.

The attached amended resolution includes all of the recommended changes.

FISCAL IMPACT:

On July 2, 2018, Council approved a projected cumulative total salary and benefit cost increase of \$181,530 for the two-year term of the resolution.

The cost of the one-time payments proposed by this amended resolution is \$40,000. These one-time payments will not contribute to employee pension costs. The increase in compensation included in this resolution is in line with the City's current budget projections, and is within the current salary growth assumptions used by MCERA in the most recent actuarial valuation which is used to establish pension contribution rates and measure pension liabilities. Funding for these positions is provided for in the City's General Fund.

OPTIONS:

The City Council has the following options to consider in this matter:

- Accept staff's recommendation to adopt the resolution.
- Adopt resolution with modifications.
- Direct staff to return with more information.
- Take no action.

RECOMMENDED ACTION:

Staff recommends that the City Council adopt the Amended Resolution Establishing the Compensation and Working Conditions for Unrepresented Executive Management Employees (July 1, 2018 through June 30, 2020).

ATTACHMENTS:

- Amended Resolution Establishing the Compensation and Working Conditions for Unrepresented Executive Management Employees (July 1, 2018 through June 30, 2020), with all Exhibits attached.

RESOLUTION NO.

**AMENDED RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL ESTABLISHING
THE COMPENSATION AND WORKING CONDITIONS FOR UNREPRESENTED
EXECUTIVE MANAGEMENT EMPLOYEES
(July 1, 2018 through June 30, 2020)**

1. EXECUTIVE MANAGEMENT EMPLOYEES

The Executive Management Employees of the City of San Rafael are the Executive Management Job Class Titles ("Executives") enumerated in Exhibit A, attached hereto and incorporated herein. This Resolution shall constitute the compensation and conditions of employment for the Executives for the period from July 1, 2018 through June 30, 2020.

2. SALARY AND COMPENSATION GOALS

A. GOALS AND COMPENSATION DEFINITIONS

It is the goal of the City Council to try to achieve a total compensation package for all Executives that is competitive compared to similar cities in our labor market. The survey cities are Fairfield, Hayward, San Leandro, South San Francisco, Alameda, Napa, Novato, and Santa Rosa. The Council's goal is to attract and retain the most qualified Executives in accordance with the City's ability to pay.

Total Compensation for survey purposes shall be defined as: Top step salary (excluding longevity pay steps), educational incentive pay, holiday pay, uniform allowance, auto allowance, employer paid deferred compensation (except for such portion that may be part of employee cafeteria plan), employer's contribution towards employees' share of retirement, employer's retirement contribution, employer paid contributions toward insurance premiums for health, life, long term disability, dental and vision plans, Executive Management allowance, and employer paid cafeteria/flexible spending accounts.

B. COMPENSATION SURVEYS

In order to measure progress towards the above-stated goal, the City shall survey all Executive Management positions in the final year of the Resolution in advance of discussions regarding a successor Resolution.

Identified survey positions from other agencies include positions that are filled as well as those that may be unfilled, so long as the position is identified by the survey agency as being on the salary schedule and having a job class description. The appropriate survey positions will be selected for Executive Management positions based upon similar work and similar job requirements.

The City shall review the survey data for accuracy and completeness. The City shall provide the survey data to all Executives.

C. SALARY INCREASES

Effective the pay period including July 1, 2018, the City will increase base wages for all employees, except the Police Chief and Fire Chief, by 2.0%.

Effective the pay period including July 1, 2019, the City will increase base wages for all employees, except the Police Chief and Fire Chief, by 2.0%.

D. One-time Payment

The following one-time payment is limited to the two years cited in this resolution and is not scheduled to recur in the future:

Executive Management Employees represented by this resolution, except the Police Chief and Fire Chief, will receive a one-time, non-pensionable payment of \$4,000 to revise section 3.A.1. to tie the 3% health inflator to the Kaiser Bay Area Premium rate increase, up to a maximum of 3%.

The \$4,000 payment will be split as follows: \$2,000 will be paid as a separate check on September 14 or with the pay period upon approval by the City Council, whichever occurs later, and \$2,000 will be paid with the first pay period in July 2019. This payment will not contribute to Classic or PEPRA employees' pensions and is subject to normal payroll taxation.

NOTE: The one-time payments for part-time employees will be prorated based on the full-time equivalent (FTE) of the position. For example, an employee filling a half-time or 0.5 FTE position will receive a \$1,000 payment minus applicable taxes on the same schedule as described above for full-time employees. This payment will not contribute to employees' pensions.

E. CAR ALLOWANCE

The monthly car allowance paid to the Executives shall be \$350. Executives identified in Exhibit A may be eligible to have use of a city car in lieu of the monthly car allowance at the discretion of the City Manager.

F. SAFETY EQUITY ADJUSTMENT

A 2% equity adjustment will take effect July 1, 2018 for both the Fire Chief and Police Chief (reflected in the updated Salary Schedule). This adjustment is being made to achieve parity with the four public safety bargaining units who received a 1% equity adjustment for each of the last 2 years of their collective bargaining agreements (2016-2018).

3. INSURANCE

Health & Dental Insurance benefits are prorated for part-time employees in accordance with the percentage of full-time work schedule. Domestic partners who are registered with the Secretary of State and same-sex spouses are considered dependents under these benefits. Pertinent taxes will be applied to coverage provided to registered domestic partners and same sex spouses as required by federal and state laws.

A. HEALTH INSURANCE

- 1. **Health Insurance for Active Employees.** Effective January 1, 2009, the City implemented a full flex cafeteria plan for active employees, in accordance with IRS Code Section 125. Active employees participating in the City's full flex cafeteria plan shall receive a monthly flex dollar allowance to purchase benefits under the full flex cafeteria plan.

The monthly flex dollar allowance effective the paycheck of December 15, 2017 shall be:

For employee only:	\$ 653.61
For employee and one dependent:	\$1,307.20
For employee and two or more dependents:	\$1,699.38

Flex dollar allowances for Executive Management Employees represented by this resolution, except the Police Chief and Fire Chief, shall increase on the December 15th paycheck of each

subsequent year by up to a maximum of three percent (3%) on an annual basis, based on but not to exceed the Kaiser Bay Area premium rate increase for the upcoming calendar year.

Flex dollar allowances for the Police Chief and Fire Chief shall increase on the December 15th paycheck of each subsequent year by the healthcare component of the Consumer Price Index (CPI) as determined by CalPERS on an annual basis. The increase to flex dollar allowances shall not exceed 3% for any given year.

The City shall contribute to the cost of medical coverage for each eligible employee and his/her dependents, an amount not to exceed the California Public Employees' Medical and Hospital Care Act (PEMHCA) contribution, as determined by CalPERS on an annual basis. This portion of the monthly flex dollar allowance is identified as the City's contribution towards PEMHCA. The balance of the monthly flex dollar allowance (after the PEMHCA minimum contribution) may be used in accordance with the terms of the cafeteria plan to purchase health benefits or may be converted to taxable income.

Conditional Opt-Out Payment: An employee may elect to waive the City's health insurance coverage and receive the value of the Employee Only contribution as a monthly Opt-Out payment in accordance with the terms of the cafeteria plan, and the Affordable Care Act, if the employee complies with the following conditions:

- 1) The employee certifies that the employee and all individuals in the employee's tax family for whom coverage is waived, have alternative Minimum Essential Coverage as defined by the Patient Protection and Affordable Care Act through a provider other than a federal marketplace, a state exchange, or an individual policy.
- 2) During the City's annual open enrollment period, the employee must complete an annual written attestation confirming that the employee and the other members of the employee's tax family are enrolled in alternative Minimum Essential Coverage. The employee agrees to notify the City no later than 30 days if the employee or other member(s) of the employee's tax family lose coverage under the alternative Minimum Essential Coverage Plan.
- 3) The employee understands that the City is legally required to immediately stop conditional opt-out payments if the City learns that the employee and/or members of the employee's family do not have the alternative Minimal Essential Coverage.

The City reserves the right to modify at any time, the amount an employee is eligible to receive under this paragraph, if required by IRS Cafeteria Plan regulations, other legislation or Federal and/or California agency guidance.

Miscellaneous Allowance for Employees hired on or before January 1, 2009:

The City shall pay to employees hired on or before January 1, 2009 a miscellaneous allowance in an amount equivalent to the difference between the employee's benefit election for coverage under PEMHCA and their flex dollar allowance, if their benefit election under PEMHCA exceeds their flex dollar allowance. The miscellaneous allowance shall be treated as income. An employee may use the miscellaneous allowance to pay for health coverage on a pre-tax basis as defined under the City's Cafeteria plan.

2. Health Insurance for Retirees

a. Executives Hired prior to April 1, 2007 and who retire from the Marin County Employees' Retirement Association (MCERA) within 120 days of leaving their City of San Rafael Executive Management position (and who comply with the appropriate retirement provisions under the MCERA laws and regulations) are eligible to continue in the City's group health insurance program. The City's contribution towards the coverage of retirees under this subsection (3.A.2.a) shall be the PEMHCA minimum contribution as determined by CalPERS on an annual basis.

On a monthly basis, the City shall make a longevity payment equivalent to the difference between the PEMHCA minimum contribution and the premium cost of coverage, for the retiree and the retiree's spouse/registered domestic partner or surviving spouse/registered domestic partner and/or qualified dependent children's coverage under PEMHCA up to the maximum contribution the City makes towards the cost of coverage of an active employee hired prior to April 1, 2007. The City's longevity contribution shall remain in effect for the retired manager's life and that of the retired manager's spouse/registered domestic partner or surviving spouse/registered domestic partner.

As described in this subsection, the City shall reimburse retired Executives and their spouses or registered domestic partners the Medicare Part B standard premium amount, as determined by the Centers of Medicare and Medicaid Services (CMS) on an annual basis. To initiate reimbursement, retirees must submit proof of payment of the Medicare Part B premiums to the Human Resources Department. If the Medicare Part B is deducted from social security, the retiree/spouse/domestic partner may submit a copy of the social security check, the Medicare Part B bill, or other relevant documentation. Reimbursements will be processed on a quarterly basis. This reimbursement shall remain in effect for the retired Executive's life and that of the retired Executive's spouse/registered domestic partner or surviving spouse/registered domestic partner.

b. Executives hired on or after April 1, 2007 and who retire from the Marin County Employees' Retirement Association (MCERA) within 120 days of leaving their City of San Rafael position (and comply with the appropriate retirement provisions under the MCERA laws and regulations) are eligible to continue in the City's group health insurance program. The City's contribution towards the coverage of retirees under this subsection (3.A.2.b) shall be the PEMHCA minimum contribution as determined by CalPERS on an annual basis.

On a monthly basis, the City shall make a longevity payment equivalent to the difference between the PEMHCA minimum contribution and the premium cost of coverage, up to \$600, for the retiree. The City shall not be responsible for making any contributions towards the cost of coverage of the retiree's spouse, registered domestic partner or retiree's dependents. The City's longevity contribution shall cease on the retired manager's death. The City shall not be responsible for reimbursing retired Executives and/or their spouses for any Medicare premiums paid by the retired manager and/or the retired manager's spouse or surviving spouse.

c. Executives hired on or after January 1, 2009 and who retire from the Marin County Employees' Retirement Association (MCERA) within 120 days of leaving their City of San Rafael position (and comply with the appropriate retirement provisions under the MCERA laws and regulations) are eligible to continue in the City's group health insurance program. The

City's contribution towards the coverage of retirees under this subsection (3.A.2.c) shall be the PEMHCA minimum contribution as determined by CalPERS on an annual basis. The City shall not be responsible for reimbursing retired Executives and/or their spouses for any Medicare premiums paid by the retired manager and/or the retired manager's spouse or surviving spouse.

The City shall additionally make available a retiree health care trust to enable these employees to prefund retiree health care premiums while employed by the City. The retiree health care trust shall be funded by the mandatory annual conversion of 50 hours of sick time in service on July 1 of each year, provided an employee has a remaining balance of 75 hours of sick leave after the conversion.

B. LIFE INSURANCE

The City shall provide a basic group life insurance plan in the amount of \$250,000 at no cost to the employee

C. LONG-TERM DISABILITY INSURANCE

The City shall provide long term disability (LTD) insurance, at no cost to the employee, with a benefit of two-thirds (2/3) of the employee's monthly salary, up to a maximum benefit of \$7,500 (reduced by any deductible benefits).

D. DENTAL INSURANCE

The City shall make available to employees an additional flex dollar allowance equal to \$113 per month to purchase dental coverage under the City's dental plan. The City shall pay dental premiums on behalf of the employee and eligible dependents.

E. VISION PLAN

The City will contract for and pay for a vision plan for "employee plus dependent" vision benefits.

F. EMPLOYEE ASSISTANCE PLAN

The City provides an Employee Assistance Program (EAP) with confidential personal counseling on work and family related issues such as eldercare, substance abuse, etc. Supervisors may also utilize the EAP to refer employees to counselors for work related assistance.

4. RETIREMENT

A. EMPLOYER PAID MEMBER CONTRIBUTION (EPMC)

Each Manager is responsible for paying the full cost of their employee contribution rate as established by the Marin County Employee Retirement Association.

Effective September 1, 2013, in accordance with MCERA and City administrative requirements, all Executive employees will pay an additional contribution of one percent (1%) of pensionable compensation toward the normal cost of pension provided by the Marin County Employees Retirement Association, in addition to the current employee contribution towards pension as determined by MCERA.

The only employees excluded from this payment are long-term City employees with thirty or more years of City service who no longer have to pay any employee contribution to the Marin County Retirement System.

B. COLA

Executives participating in the Marin County Employee Retirement Association will pay their full share of members' cost of living rates as allowed under Articles 6 and 6.8 of the 1937 Retirement Act. Miscellaneous and safety member contribution rates include both the basic and COLA portions (currently 50% of the COLA is charged to members as defined in the 1937 Act).

C. RETIREMENT PLAN

The City shall provide the Marin County Employee Retirement Association 2.7% @55 retirement program to all miscellaneous Executives subject to Marin County Employee Retirement Association procedures and regulations and applicable 1937 Act laws. This is based on an employee's single highest year of compensation.

Employees hired on or after July 1, 2011 will receive an MCERA retirement benefit at the formula 2% at 55, calculated based on the average of their highest three years of compensation, in accordance with MCERA regulations. The annual pension adjustment shall be a maximum of 2% COLA. Minimum retirement age is 55.

Employees hired by the City on or after January 1, 2013 who are defined as "new members" of MCERA in accordance with the Public Employees' Pension Reform Act (PEPRA) of 2013, shall be enrolled in the MCERA 2% @ 62 plan for Miscellaneous members. The employee is responsible for paying the employee contribution of half of the total normal cost of the plan, as defined by MCERA, through a payroll deduction. Final compensation will be based upon the highest annual average compensation earnable during the thirty-six (36) consecutive months of employment immediately preceding the effective date of his or her retirement or some other period designated by the retiring employee.

D. SERVICE CREDIT FOR SICK LEAVE

Executives who are eligible to accrue sick leave and who retire from the City of San Rafael, on or after 07/01/95 and within 120 days of leaving City employment (excludes deferred retirements), shall receive employment service credit (incorporated from Resolution #9414, dated July 17, 1995), for retirement purposes only, for all hours of accrued, unused sick leave (exclusive of any sick leave hours they are eligible to receive and they elect to receive in compensation at the time of retirement, pursuant to Section 5-A of this Resolution).

This provision will no longer be available to Executives hired after June 30, 2009.

E. EXECUTIVE MANAGEMENT ALLOWANCE

As of September 16, 2015 the Executive Management Allowance of 4.59% was rolled into base pay for all Unrepresented Executive Management employees.

5. LEAVES OF ABSENCE

A. SICK LEAVE

Executives shall earn sick leave credits at the rate of one (1) working day per month commencing with the date of employment. Accrued sick leave may be used during their probationary period.

Executives who leave City service in good standing shall receive compensation (cash in) of all accumulated, unused sick leave based upon the rate of three percent (3%) for each year of service up to a maximum of fifty percent (50%) of their sick leave balance. In the event of the death of an

employee, payment for unused sick leave (based upon the previously stated formula) shall be paid to the employee's designated beneficiary.

Executives may accrue unlimited sick leave for usage purposes. However, a maximum of one thousand, two hundred hours (1,200) accrual applies for cash-in purposes at the time of City separation.

Executives may use sick leave prior to completion of probation. In recognition of Executives' exempt status under FLSA, time off for sick leave purposes shall not be deducted from a Manager's sick leave accrual, unless the employee is absent for the full workday.

Use of sick leave for work-related injuries or illnesses shall not be required when it is determined by the treating physician that this status is permanent and stationary.

B. VACATION LEAVE

1. **Vacation Accrual** - Vacation is accrued when an employee is on pay status and is credited on a semi-monthly basis. Eligible employees accrue vacation at the following rate for continuous service performed in pay status:

<u>Years of service</u>	<u>Leave Accrual rate/yearly</u>
1-5 years	15 days
6 years	16 days
7 years	17 days
8 years	18 days
9 years	19 days
10 years	20 days
11 years	21 days
12 years	22 days
13 years	23 days
14 years	24 days
15 plus years	25 days

In recognition of Executives' exempt status under FLSA, time off for vacation leave purposes shall not be deducted from a Manager's vacation accrual unless the employee is absent for the full workday.

2. **Administration of Vacation Leave**

The City Manager may advance vacation leave to a Manager; prior approval is required. Executives may accrue a maximum of 250 hours of vacation. Vacation leave accrual shall resume once the employee's accumulated vacation leave balance falls below the accrual limit of 250 hours. Executives who terminate their employment shall be paid in a lump sum for all accrued vacation leave earned prior to the date of termination. Executives may not utilize accrued vacation, administrative leave time, or personal leave time to extend their retirement date and service credit at the end of their city service. The vacation accrual may be increased to a maximum of 300 hours at the discretion of the City Manager.

3. **Annual Option for Payment of Accrued Vacation Leave**

A Manager who has taken at least ten (10) days of vacation in the preceding twelve (12) months, may request that his/her accrued vacation, not to exceed fifty-two and 1/2 (52.5) hours, be paid

to him/her in cash. The request may be granted at the discretion of the City Manager. Executives may not cash-in more than fifty-two and 1/2 (52.5) hours within any twelve (12) month period.

C. ADMINISTRATIVE LEAVE

Executives shall receive ten (10) Administrative Leave days (75 hours) each calendar year subject to the approval of the City Manager. An additional three (3) days may be granted at the discretion and with approval of the City Manager. Unused Administrative Leave shall not carry over from one calendar year to the next, nor shall unused Administrative Leave balances be paid to a Manager upon his/her resignation.

In recognition of exempt status under FLSA time off for Administrative leave purposes shall not be deducted from a Manager's administrative leave accrual, unless the employee is absent for the full workday.

D. HOLIDAYS

City shall provide eleven designated holidays and two floating holidays per calendar year to Executives. The hours for the floating holidays are automatically added to an employees' vacation accrual on a semi-annual basis.

E. BEREAVEMENT LEAVE

In the event of the death of a Manager's spouse, child, parent, brother, sister, in-law(s), relative who lives or has lived in the home of the employee, and/or another individual who has a legal familial relationship to the employee and resided in the employee's household, the City shall provide bereavement leave up to a maximum of three (3) days within the state and five (5) days out-of-state.

F. CATASTROPHIC LEAVE

All Executives shall abide by the City's Catastrophic Leave Policy.

6. EMPLOYMENT TERMS

A. HOURS OF WORK

The WORK WEEK will reflect thirty-seven and one-half (37.5) hours for all represented job classes. Unless otherwise designated, the normal business hours for vacation, sick and administrative leave deduction and sick and administrative leave accrual purposes for Executives shall be 7.5 hours per day.

B. DRUG FREE WORK PLACE

All Executives shall abide by the City's Drug and Alcohol Policy.

C. FURLOUGH PLAN

Executives endorse the Furlough Program described in Exhibit B.

D. PAY FOR PERFORMANCE EVALUATION SYSTEM

Executives shall be evaluated annually based upon the evaluation program adopted by the City Council in October of 1996 and incorporated by reference herein.

E. OUTSIDE EMPLOYMENT

All Executives shall abide by the City's Outside Employment Policy.

F. GYM REIMBURSEMENT

Employees are eligible to receive up to \$16.50 per month reimbursement for paid gym memberships. Such reimbursement shall be reported as taxable income to the employee.

I, LINDSAY LARA, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the Council of said City held on the 20th day of August 2018 by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, CITY CLERK

**SAN RAFAEL UNREPRESENTED EXECUTIVE MANAGEMENT
SALARY SCHEDULE
Effective July 1, 2018**

Grade	Position	A	B	C	D	E
2501	Assistant City Attorney	\$ 11,068	\$ 11,621	\$ 12,202	\$ 12,812	\$ 13,453
2001	Assistant City Manager	\$ 13,092	\$ 13,747	\$ 14,434	\$ 15,156	\$ 15,914
2300	Community Development Director	\$ 12,772	\$ 13,411	\$ 14,082	\$ 14,786	\$ 15,525
8101	Community Services Director	\$ 11,051	\$ 11,604	\$ 12,184	\$ 12,793	\$ 13,433
2801	Director of Economic Development & Innovation	\$ 11,574	\$ 12,152	\$ 12,760	\$ 13,398	\$ 14,068
2205	District Manager/Engineer (SRSD)	\$ 11,574	\$ 12,152	\$ 12,760	\$ 13,398	\$ 14,068
2140	Finance Director	\$ 11,574	\$ 12,152	\$ 12,760	\$ 13,398	\$ 14,068
7101	Fire Chief	\$ 12,772	\$ 13,411	\$ 14,082	\$ 14,786	\$ 15,525
1106	Human Resources Director	\$ 11,574	\$ 12,152	\$ 12,760	\$ 13,398	\$ 14,068
2401	Library Director	\$ 10,738	\$ 11,275	\$ 11,839	\$ 12,431	\$ 13,052
6101	Police Chief	\$ 12,772	\$ 13,411	\$ 14,082	\$ 14,786	\$ 15,525
2201	Public Works Director	\$ 12,772	\$ 13,411	\$ 14,082	\$ 14,786	\$ 15,525

Position	Monthly Salary
City Manager (Appointed)	\$ 19,300

The City Manager is appointed by the City Council and is not subject to the terms and conditions of the Management Resolution

**SAN RAFAEL UNREPRESENTED EXECUTIVE MANAGEMENT
SALARY SCHEDULE
Effective July 1, 2019**

Grade	Position	A	B	C	D	E
2501	Assistant City Attorney	\$ 11,289	\$ 11,854	\$ 12,446	\$ 13,069	\$ 13,722
2001	Assistant City Manager	\$ 13,354	\$ 14,022	\$ 14,723	\$ 15,459	\$ 16,232
2300	Community Development Director	\$ 13,028	\$ 13,679	\$ 14,363	\$ 15,081	\$ 15,836
8101	Community Services Director	\$ 11,272	\$ 11,836	\$ 12,428	\$ 13,049	\$ 13,702
2801	Director of Economic Development & Innovation	\$ 11,805	\$ 12,395	\$ 13,015	\$ 13,666	\$ 14,349
2205	District Manager/Engineer (SRSD)	\$ 11,805	\$ 12,395	\$ 13,015	\$ 13,666	\$ 14,349
2140	Finance Director	\$ 11,805	\$ 12,395	\$ 13,015	\$ 13,666	\$ 14,349
7101	Fire Chief	\$ 13,028	\$ 13,679	\$ 14,363	\$ 15,081	\$ 15,836
1106	Human Resources Director	\$ 11,805	\$ 12,395	\$ 13,015	\$ 13,666	\$ 14,349
2401	Library Director	\$ 10,953	\$ 11,500	\$ 12,075	\$ 12,679	\$ 13,313
6101	Police Chief	\$ 13,028	\$ 13,679	\$ 14,363	\$ 15,081	\$ 15,836
2201	Public Works Director	\$ 13,028	\$ 13,679	\$ 14,363	\$ 15,081	\$ 15,836

Position	Monthly Salary
City Manager (Appointed)	\$ 19,686

The City Manager is appointed by the City Council and is not subject to the terms and conditions of the Management Resolution

EXECUTIVE MANAGEMENT SALARY RESOLUTION
EXHIBIT "B"

FURLOUGH PROGRAM

Both the City of San Rafael and the Management Group employees recognize the current economic condition of the State of California and the City of San Rafael. Through this recognition and in a cooperative spirit the City of San Rafael and these employees have worked expeditiously on the development of a Furlough Program. This does not mean the City will necessarily implement furloughs; but in the event it is necessary to implement due to continued economic problems in the City of San Rafael the procedures for this Furlough Program shall provide for both Voluntary Time Off (herein described as VTO) and Mandatory Time Off (herein described as MTO).

Voluntary Time Off (VTO).

The needs of the City and the respective departments (as determined by the Department Director and City Manager) will need to be considered in the actual granting of VTO. Any VTO time granted and the resulting savings will have a corresponding impact on the time needed through MTO.

1. An employee's VTO time would count in determining how many hours of MTO an employee needed to take during the fiscal year.
2. Employees who take VTO at a time other than when MTO is taken by other employees will have to take vacation leave, compensatory time off or leave without pay if the MTO results in the closure of the department.

Mandatory Time Off (MTO).

The City will attempt to schedule MTO time in blocks of days (between Christmas and New Years) or individual days next to scheduled holidays and/or weekends.

1. Employees may not take paid vacation time in lieu of designated MTO time.
2. For retirement calculation purposes of the MTO, the City shall follow the policies and procedures of the Marin County Employees' Retirement Association (MCERA) at the time of the furlough.
3. Any employee who notifies the City no later than 07/30/11 of their retirement date and retires from the City during FY 11-12 shall be exempted from the MTO requirements. If said employee did not retire during FY 11-12 as stated, said employee would be docked in pay an amount equivalent to the number of MTO hours taken by other represented employees.
4. MTO time shall apply toward time in service for step increases, completion of probation, and related service credit subject to the policies and procedures of the Marin County Employees' Retirement Association (MCERA).

Other Terms and Conditions.

1. The MTO salary reduction shall be limited to a maximum five percent (5%) reduction in work hours/pay for the fiscal year. When the maximum MTO reduction (5%) is implemented, the involved employee shall be credited with three (3) days of float time.
2. Float Time accrued through the MTO Program must be taken in the fiscal year following the furlough, with supervisory approval, or the leave will be forfeited. The float days have no cash value upon termination of employment.
3. Should the City experience a financial windfall during the fiscal year that furloughs are implemented, the City agrees to re-open discussions on this Furlough Program.
4. The VTO/MTO salary reduction is intended to be permanent for the term of this contract.



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Human Resources

Prepared by: Stacey Peterson, HR Director

City Manager Approval:

A handwritten signature in black ink, appearing to be 'AS', written over a horizontal line.

TOPIC: AMENDED COMPENSATION FOR THE ELECTED CITY CLERK AND ELECTED PART-TIME CITY ATTORNEY

SUBJECT: AMENDED RESOLUTION ESTABLISHING THE COMPENSATION AND WORKING CONDITIONS FOR THE ELECTED CITY CLERK AND ELECTED PART-TIME CITY ATTORNEY (JULY 1, 2018 THROUGH JUNE 30, 2020)

RECOMMENDATION: Adopt Resolution.

BACKGROUND:

Similar to other non-safety groups, the elected City Clerk and elected part-time City Attorney were provided a 2% base wage increase for Fiscal Year (FY) 18/19 and FY 19/20 on July 2, 2018. (See Resolution No. 14541). This proposed amended salary resolution does not affect the salary increase approved by Resolution No. 14541.

In addition to the base wage increase previously approved, the non-safety bargaining groups were also provided a one-time, non-pensionable payment of \$4,000. These one-time payments for Local 1 & WCE were agreed to in exchange for changing their 3% health insurance inflator to tie to the Kaiser Bay Area Premium rate (from CPI), in addition to other changes to their health and welfare plan. The City is now requesting the same one-time payments for the elected City Clerk and elected part-time City Attorney. In exchange for the \$4,000 one-time payment, the elected City Clerk and elected part-time City Attorney Resolution will be amended to tie their health inflator to the Kaiser Bay Area Premium rate increase up to a maximum of 3% each year. Their health inflator is currently tied to CPI not to exceed 3% for any given year. In addition, the amended resolution has been updated to reflect the 2% base wage increase to the City Clerk five step range approved on January 16, 2018, to correctly specify the newly established salary range for July 1, 2018 and July 1, 2019.

The draft amended resolution was presented at the August 6, 2018 Council meeting for discussion and there were no public comments. Staff is returning with a final Amended Resolution Establishing the Compensation and Working Conditions for the Elected City Clerk and Elected Part-time City Attorney.

ANALYSIS:

The following reflects highlights of the recommended amended resolution revisions and is consistent with the guidelines authorized by the City Council.

FOR CITY CLERK ONLY

Council Meeting: 08/20/2018

Disposition:

1. **Term of the Resolution:** July 1, 2018 through June 30, 2020.
2. **One-Time Payment:** The following one-time payment is limited to the two year term of this resolution and is not scheduled to recur in the future:

Job classes in this unrepresented elected City Clerk and elected part-time City Attorney resolution will receive a one-time, non-pensionable payment of \$4,000 to revise the salary resolution section 2.a. to tie the 3% health inflator to the Kaiser Bay Area Premium rate increase up to a maximum of 3% each year.

The \$4,000 payment will be split as follows: \$2,000 will be paid as a separate check on September 14, 2018 or with the pay period upon approval by the City Council, whichever occurs later, and \$2,000 will be paid with the first pay period in July 2019. This payment will not contribute to Classic or PEPRAs employees' pensions and is subject to normal payroll taxation.
3. **Update to City Clerk Salary Range:** The 2% base wage increase in the City Clerk five step range approved on January 16, 2018 is updated to correctly specify the newly established salary range for July 1, 2018, and July 1, 2019.

The attached amended resolution includes all of the recommended changes.

FISCAL IMPACT:

On July 2, 2018, Council approved a projected cumulative total salary and benefit cost increase of \$21,200 for the two-year term of the resolution. There is no budget impact from the correction to the salary range of the City Clerk as the 2 percent salary increase was included in the projected total cost in the original resolution approved on July 2, 2018.

The cost of the one-time payments proposed by this amended resolution is \$8,000. These one-time payments will not contribute to employee pension costs. The increase in compensation included in this resolution is in line with the City's current budget projections, and is within the current salary growth assumptions used by MCERA in the most recent actuarial valuation which is used to establish pension contribution rates and measure pension liabilities. Funding for these positions is provided for in the City's General Fund.

OPTIONS:

The City Council has the following options to consider in this matter:

- Accept staff's recommendation to adopt the resolution.
- Adopt resolution with modifications.
- Direct staff to return with more information
- Take no action.

RECOMMENDED ACTION: Staff recommends that the City Council adopt the Amended Resolution Establishing the Compensation and Working Conditions for the Elected City Clerk and Elected Part-time City Attorney (July 1, 2018 through June 30, 2020).

ATTACHMENTS: Amended Resolution Establishing the Compensation and Working Conditions for the Elected City Clerk and Elected Part-time City Attorney (July 1, 2018 to June 30, 2020)

RESOLUTION NO.

**AMENDED RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL ESTABLISHING
THE COMPENSATION AND WORKING CONDITIONS FOR THE ELECTED CITY CLERK AND
ELECTED PART TIME CITY ATTORNEY (JULY 1, 2018 THROUGH JUNE 30, 2020)**

This Resolution shall constitute the amended compensation and conditions of employment for the elected City Clerk and elected part-time City Attorney for the period from July 1, 2018 through June 30, 2020.

1. SALARY

a) Salary Increase

Effective the pay period including July 1, 2018 and July 1, 2019, the City shall provide a 2.0% increase to the salary for the City Clerk and City Attorney in accordance with the charts below.

MONTHLY SALARY

Effective Date	City Attorney
July 1, 2018	\$10,759
July 1, 2019	\$10,974

Effective January 16, 2018, the City Clerk monthly salary schedule shall consist of five salary steps:

Step	A	B	C	D	E
City Clerk	\$ 8,368	\$ 8,786	\$ 9,225	\$ 9,687	\$10,171

Effective July 1, 2018, the City Clerk monthly salary schedule shall be as follows:

Step	A	B	C	D	E
City Clerk	\$ 8,535	\$ 8,961	\$ 9,410	\$ 9,881	\$10,375

Effective July 1, 2019, the City Clerk monthly salary schedule shall be as follows:

Step	A	B	C	D	E
City Clerk	\$ 8,706	\$ 9,141	\$ 9,598	\$ 10,079	\$10,582

b) One-Time Payment:

The following one-time payment is limited to the two-year term of this resolution and is not scheduled to recur in the future:

Job classes in this unrepresented elected City Clerk and elected part-time City Attorney resolution will receive a one-time, non-pensionable payment of \$4,000 to revise the salary resolution section 2.a. to tie the 3% health inflator to the Kaiser Bay Area Premium rate increase up to a maximum of 3% each year.

The \$4,000 payment will be split as follows: \$2,000 will be paid as a separate check on September 14 or with the pay period upon approval by the City Council, whichever occurs

later, and \$2,000 will be paid with the first pay period in July 2019. This payment will not contribute to Classic or PEPRA employees' pensions and is subject to normal payroll taxation.

c) Car Allowance

An incumbent who holds the City Clerk's office is eligible to receive a monthly car allowance of \$350.

2. INSURANCE

- a) **Health Insurance:** Effective January 1, 2009, the City implemented a full flex cafeteria plan for active employees, in accordance with IRS Code Section 125. Active employees participating in the City's full flex cafeteria plan, including the City Clerk and City Attorney, shall receive a monthly flex dollar allowance to purchase benefits under the full flex cafeteria plan.

The monthly flex dollar allowance effective the paycheck of December 15, 2017 shall be:

For employee only:	\$ 653.61
For employee and one dependent:	\$1,307.20
For employee and two or more dependents:	\$1,699.38

Flex dollar allowances shall increase on the December 15th paycheck of each subsequent year by up to a maximum of three percent (3%) on an annual basis, based on but not to exceed the Kaiser Bay Area premium rate increase for the upcoming calendar year.

The City shall contribute to the cost of medical coverage for each eligible employee and his/her dependents, an amount not to exceed the California Public Employees' Medical and Hospital Care Act (PEMHCA) contribution, as determined by CalPERS on an annual basis. This portion of the monthly flex dollar allowance is identified as the City's contribution towards PEMHCA. The balance of the monthly flex dollar allowance (after the PEMHCA minimum contribution) may be used in accordance with the terms of the cafeteria plan to purchase health benefits or may be converted to taxable income.

Conditional Opt-Out Payment: An employee may elect to waive the City's health insurance coverage and receive the value of the Employee Only contribution as a monthly Opt-Out payment in accordance with the terms of the cafeteria plan, and the Affordable Care Act, if the employee complies with the following conditions:

- 1) The employee certifies that the employee and all individuals in the employee's tax family for whom coverage is waived, have alternative Minimum Essential Coverage as defined by the Patient Protection and Affordable Care Act through a provider other than a federal marketplace, a state exchange, or an individual policy.
- 2) During the City's annual open enrollment period, the employee must complete an annual written attestation confirming that the employee and the other members of the employee's tax family are enrolled in alternative Minimum Essential Coverage. The employee agrees to notify the City no later than 30 days if the employee or other member(s) of the employee's tax family lose coverage under the alternative Minimum Essential Coverage Plan.
- 3) The employee understands that the City is legally required to immediately stop conditional opt-out payments if the City learns that the employee and/or members of the employee's family do not have the alternative Minimal Essential Coverage.

The City reserves the right to modify at any time, the amount an employee is eligible to receive under this paragraph, if required by IRS Cafeteria Plan regulations, other legislation or Federal and/or California agency guidance.

Miscellaneous Allowance for Employees hired on or before January 1, 2009:

The City shall pay to employees hired on or before January 1, 2009 a miscellaneous allowance in an amount equivalent to the difference between the employee's benefit election for coverage under PEMHCA and their flex dollar allowance, if their benefit election under PEMHCA exceeds their flex dollar allowance. The miscellaneous allowance shall be treated as income. An employee may use the miscellaneous allowance to pay for health coverage on a pre-tax basis as defined under the City's Cafeteria plan.

b) Health Insurance for Retirees

i) Elected or Appointed officials placed into office prior to April 1, 2007 and who retire from the Marin County Employees' Retirement Association (MCERA) within 120 days of leaving their City of San Rafael elected position of City Clerk or City Attorney (and who comply with the appropriate retirement provisions under the MCERA laws and regulations) are eligible to continue in the City's group health insurance program and receive the PEMHCA minimum contribution as determined by CalPERS on an annual basis.

Longevity Payments: The City shall make a longevity payment equivalent to the difference between the PEMHCA minimum contribution and the premium cost of coverage for the retiree, the retiree's spouse/registered domestic partner and/or qualified dependent children (as defined by PEMHCA) capped at the contribution the City makes towards the health coverage of an active City Attorney or City Clerk. The City's longevity contribution shall remain in effect during the lifetime of the retired City Attorney and City Clerk and their spouse/registered domestic partner or surviving spouse/registered domestic partner.

As described in this subsection, the City shall reimburse retired elected or appointed officials and their spouses or registered domestic partners the Medicare Part B standard premium amount, as determined by the Centers of Medicare and Medicaid Services (CMS) on an annual basis. To initiate reimbursement, retirees must submit proof of payment of the Medicare Part B premiums to the Human Resources Department. If the Medicare Part B is deducted from social security, the retiree/spouse/domestic partner may submit a copy of the social security check, the Medicare Part B bill, or other relevant documentation. Reimbursements will be processed on a quarterly basis. This reimbursement shall remain in effect for the retired elected or appointed official's life and that of the retired elected or appointed officials spouse/registered domestic partner or surviving spouse/registered domestic partner.

ii) Elected or Appointed officials placed into office on or after April 1, 2007 and who retire from the Marin County Employees Retirement Association (MCERA) within 120 days of leaving their City of San Rafael elected position of City Clerk or City Attorney (and comply with the appropriate retirement provisions under the MCERA laws and regulations) are eligible to continue in the City's group health insurance program. The City's contribution towards the coverage of retirees under this subsection shall be the PEMHCA minimum contribution as determined by CalPERS on an annual basis.

Longevity Payments: The City shall make a longevity payment equivalent to the difference between the PEMHCA minimum contribution and the premium cost of coverage, up to \$600, for the retiree. The City shall not be responsible for making any contributions towards the cost of coverage of the retiree's spouse, registered domestic partner or dependents. The City's longevity contribution shall cease upon the retired City Attorney or City Clerk's death.

iii) Elected or Appointed officials placed into office on or after January 1, 2009

Elected or Appointed officials placed into office on or after January 1, 2009, and who retire from the Marin County Employees Retirement Association (MCERA) within 120 days of leaving their

City of San Rafael position (and comply with the appropriate retirement provisions under the MCERS laws and regulations) are eligible to continue in the City's group health insurance program. The City's contribution towards the coverage of retirees under this subsection shall be the PEMHCA minimum contribution as determined by CalPERS on an annual basis.

- c) **Life Insurance.** The City shall provide a basic group life insurance plan in the amount of \$250,000 at no cost to the employee.
- d) **Disability Insurance.** The City shall provide long term disability (LTD) insurance, at no cost to the City Clerk/City Attorney, with a benefit of two-thirds (2/3) of their respective monthly salaries, up to a maximum benefit of \$7500 (reduced by any deductible benefits).
- e) **Dental Insurance.** The City shall make available to all employees an additional flex dollar allowance equal to \$113 per month to purchase dental coverage under the City's dental plan. The City shall pay dental premiums on behalf of the City Clerk/City Attorney and eligible dependents.
- f) **Vision Plan.** The City will contract for and pay for a vision plan for "employee plus dependent" vision benefits.
- g) **Gym Reimbursement.** The City Clerk and City Attorney are eligible to receive up to \$16.50 per month reimbursement for paid gym memberships. Such reimbursement shall be reported as taxable income to the employee.

3) **RETIREMENT**

- a) **Retirement Plan.** The City shall provide the Marin County Employee Retirement Association 2.7% @ 55 retirement program to the City Clerk and City Attorney, subject to Marin County Employee Retirement Association procedures and regulations and applicable 1937 Act laws. This is based on an employee's single highest year of compensation.

Employees hired on or after July 1, 2011 will receive an MCERA retirement benefit at the formula 2% at 55, calculated based on the average of their three highest years of compensation, in accordance with MCERA regulations. The annual pension adjustment shall be a maximum of 2% COLA. Minimum retirement age is 55.

Employees hired by the City on or after January 1, 2013 who are defined as "new members" of MCERA in accordance with the Public Employees' Pension Reform Act (PEPRA) of 2013, shall be enrolled in the MCERA 2% @ 62 plan for Miscellaneous members. The employee is responsible for paying the employee contribution of half of the total normal cost of the plan, as defined by MCERA, through a payroll deduction. Final compensation will be based upon the highest annual average compensation earnable during the thirty-six (36) consecutive months of employment immediately preceding the effective date of his or her retirement or some other period designated by the retiring employee.

- b) **Employer Paid Member Contribution (EPMC).** The City Clerk and City Attorney are responsible for the full cost of their own employee contribution rate as established by MCERA.

Effective September 1, 2013, in accordance with MCERA and City administrative requirements, the City Attorney and City Clerk will pay an additional contribution of one percent (1%) of pensionable compensation toward the normal cost of pension provided by the Marin County Employees Retirement Association, in addition to the current employee contribution towards pension as determined by MCERA. The only employees excluded from this payment are long-

term City employees with thirty or more years of City service who no longer have to pay any employee contribution to the Marin County Retirement System.

- c) **COLA.** Participating members in the Marin County Employee Retirement Association will pay their full share of members' cost of living rates as allowed under Articles 6 and 6.8 of the 1937 Retirement Act. Miscellaneous and safety member contribution rates include both the basic and COLA portions (currently 50% of the COLA is charged to members as defined in the 1937 Act).
- d) **Management Allowance.** As of September 16, 2015 the Management Allowance of 4.59% was rolled into base pay for the City Clerk and City Attorney.

I, LINDSAY LARA, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of said City the 20th day of August 2018 by the following vote, to wit:

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

LINDSAY LARA, CITY CLERK